



REGULAR MEETING OF CITY COUNCIL AGENDA

Monday, March 24, 2014

4:30 p.m.

Council Chambers

	Pages
1. ADOPTION OF MINUTES	14 - 23
Mover: Councillor P. Mick Seconder: Councillor L. Turco	
Resolved that the Minutes of the Regular Council Meeting of 2014 03 03 be approved.	
2. QUESTIONS AND INFORMATION ARISING OUT OF THE MINUTES AND NOT OTHERWISE ON THE AGENDA	
3. DECLARATION OF PECUNIARY INTEREST	
4. APPROVE AGENDA AS PRESENTED	
Mover: Councillor P. Mick Seconder: Councillor R. Niro	
Resolved that the Agenda for 2014 03 24 City Council Meeting as presented be approved.	
5. PROCLAMATIONS/DELEGATIONS	
5.1 National Volunteer Week	
Elspeth Belair – Volunteer Appreciation Celebration planning committee member on behalf of Volunteer Sault Ste. Marie	
5.2 Change the World Ontario Youth Volunteer Challenge	
Alicia White, member of the United Way Youth Empowerment Council	

5.3 World Autism Awareness Day

Kim Seabrook, Chair, Presidents Council, Board of Directors, Autism Ontario
Lisa Vezeau-Allen, Autism Advocate Blogger and her son Aiden Vezeau-Allen

5.4 Canadian Bushplane Heritage Centre

Mike Delfre, Executive Director

5.5 Destination North Update

24 - 41

Martti Lemieux, Mill Square and Justus Veldman, Riversedge Developments

5.6 Age Friendly Sault Ste. Marie – Stage Four

Peter Vaudry and Stephanie Pagnucco

5.7 Third Annual 20-Minute Sault Ste. Marie Makeover

Madison Zuppa, Environmental Initiatives Co-ordinator, City of Sault Ste. Marie

5.8 Departmental Best Practice

Virginia Mcleod, Supervisor, Community Services, Recreation and Culture Division and Terry-Lou Legros, Supervisor of Senior Services – New Sports Activities

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

Mover: Councillor B. Watkins

Seconder: Councillor L. Turco

Resolved that all the items listed under date 2014 03 24 – Part One – Consent Agenda be approved as recommended.

6.1 Correspondence

42 - 45

AMO – Municipal Liability Reform

Huron-Superior Catholic District School Board – Supportive Environments and Well-being

6.2 Staff Travel

46 - 47

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

Mover: Councillor P. Mick

Seconder: Councillor L. Turco

Resolved that the report of the Chief Administrative Officer dated 2014 03 24 concerning Staff Travel be approved as requested.

6.3	Tender for Bulk Coarse Highway Salt	48 - 50
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover: Councillor P. Mick Seconder: Councillor L. Turco	
	Resolved that the Report of the Manager of Purchasing dated 2014 03 24 be endorsed and that the tender for the supply and delivery of bulk coarse highway salt, as required by the Public Works and Transportation Department, be awarded as recommended.	
6.4	Property Tax Appeals	51 - 54
	A report of the City Tax Collector is attached for the consideration of Council.	
	Mover: Councillor P. Mick Seconder: Councillor R. Niro	
	Resolved that pursuant to Sections 354 & 357 of the <i>Municipal Act, 2001</i> , that the adjustments for the tax accounts outlined on the City Tax Collector's report of 2014 03 24 be approved and that the tax records be amended accordingly.	
6.5	Public Sector Salary Disclosure for Year 2013	55 - 59
	A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council.	
	Mover: Councillor B. Watkins Sender: Councillor R. Niro	
	Resolved that the report of the Commissioner of Finance and Treasurer dated 2014 03 24 concerning Public Sector Salary Disclosure for Year 2013 be received as information.	
6.6	Municipal Coat of Arms	60 - 64
	A report of the Deputy City Clerk and Quality Improvement Manager is attached for the consideration of Council.	
	Mover: Councillor B. Watkins Seconder: Councillor R. Niro	
	Resolved that the report of the Deputy City Clerk and Quality Improvement Manager be accepted and that the preliminary artwork design for an accredited municipal coat of arms for the City of Sault Ste. Marie be approved.	
6.7	2013 Honoraria and Expenses – Mayor & Council and Board & Committee Members	65 - 68
	A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council.	

Mover: Councillor B. Watkins
Seconder: Councillor R. Niro

Resolved that the report of the Commissioner of Finance and Treasurer dated 2014 03 24 concerning 2013 Honoraria and Expenses – Mayor & Council and Board & Committee Members be received as information.

6.8 Essar Centre – Magazine Review

69 - 74

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

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

Resolved that the report of the Commissioner of Community Services dated 2014 03 24 concerning Essar Centre – Magazine Review be received as information.

6.9 Heritage Discovery Centre – Amendment to Contribution Agreement

75 - 78

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

The relevant By-law 2014-55 is listed under item 11 of the Agenda and will be read with all other by-laws under that item.

6.10 John Rhodes Community Centre – Single Sourcing of Refrigeration System Repairs

79 - 83

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

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

Resolved that the report of the Commissioner of Community Services dated 2014 03 24 concerning John Rhodes Community Centre – Single Sourcing of Refrigeration System Repairs be received and the recommendation to single source the repair work to CIMCO Refrigeration be approved.

6.11 Bill 69 – The Prompt Payment Act, 2013

84 - 88

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

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

Resolved that the report of the Design and Construction Engineer dated 2014 03 24 concerning *Bill 69 – The Prompt Payment Act, 2013* be received and further that Council endorse the attached letter outlining its concerns to be sent to MP David Orazietti and the members of the Standing Committee on Regulations and Private Bills.

- 6.12 Queen Street East – Environmental Assessment – Conversion from Four Lanes to Three with Cycling Lane 89 - 90**

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

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

Resolved that the report of the Director of Engineering Services dated 2014 03 24 concerning Queen Street East – Environmental Assessment – Conversion from Four Lanes to Three with Cycling Lane be received and further that Council accept the preferred alternative developed in the Environmental Assessment for the Queen Street lane reconfiguration as information and staff be directed to proceed to publish the Notice of Completion.

- 6.13 20-Minute Sault Ste. Marie Makeover Sponsorship Agreement 91 - 92**

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

The relevant By-law 2014-63 is listed under item 11 of the Agenda and will be read with all other by-laws under that item.

- 6.14 Bellevue Sanitary Sewer Overflow Tank and Pim Street Pump Station Wet Well Inspections 93 - 107**

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

The relevant By-law 2014-64 is listed under item 11 of the Agenda and will be read with all other by-laws under that item.

- 6.15 Construction of Sidewalk – Queen Street East 108 - 110**

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

- 6.16 Elementa Waste Supply Lease Extension 111 - 114**

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

Mover: Councillor B. Watkins
Seconder: Councillor R. Niro

Resolved that the report of the Design and Environmental Engineer dated 2014 03 24 concerning Elementa Waste Supply Lease Extension be accepted and the request for a Lease extension for the period of April 1, 2014 to April 30, 2014 be approved, subject to the conditions stated in the report.

- 6.17 Municipal Forest Fire Management Agreement Renewal 115 - 116**

A report of the Deputy Fire Chief is attached for the consideration of Council.

The relevant By-law 2014-61 is listed under item 11 of the Agenda and will be read with all other by-laws under that item.

- 6.18 Acquisition of Easement Agreement – PUC Distribution Inc. and Crimson Ridge Holding Inc.** 117 - 120

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

The relevant By-law 2014-62 is listed under item 11 of the Agenda and will be read with all other by-laws under that item.

- 6.19 Agreement with Electrical Safety Authority – Continuous Safety Services Program** 121 - 122

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

The relevant By-law 2014-59 is listed under item 11 of the Agenda and will be read with all other by-laws under that item.

- 6.20 Rogers Communications Lease – 638 Cathcart Street** 123 - 124

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

The relevant By-law 2014-58 is listed under item 11 of the Agenda and will be read with all other by-laws under that item.

- 6.21 Joint and Several Liability Reform** 125 - 128

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

Mover: Councillor B. Watkins

Seconder: Councillor L. Turco

Resolved that the report of the City Solicitor dated 2014 03 24 concerning Joint and Several Liability Reform be received as information and that the draft letter suggested by AMO be forwarded to the Premier, the Attorney General, the Minister of Municipal Affairs and Housing and MPP David Orazietti.

- 6.22 Delegation of Approval Authority under the Planning Act and Condominium Act, 1998** 129 - 130

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

The relevant By-law 2014-56 is listed under item 11 of the Agenda and will be read with all other by-laws under that item.

- 6.23 Traffic Assessment on Elizabeth Street** 131 - 133

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

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

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2014 03 24 concerning Traffic Assessment on Elizabeth Street be received as information.

6.24 Multi-Family Recycling 134 - 136

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

Mover: Councillor B. Watkins
Seconder: Councillor R. Niro

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2014 03 24 concerning Multi- Family Recycling be received as information.

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1 ADMINISTRATION

7.2 COMMUNITY SERVICES DEPARTMENT

a. Parks and Recreation Master Strategy – Update 137 - 139

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

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

That the report of the Commissioner of Community Services concerning the Parks and Recreation Master Plan update be received as information.

7.3 ENGINEERING

7.4 FIRE

7.5 LEGAL

7.6 PLANNING

a. A-4-14-Z.OP – Guy's Auto Body – 1044 Great Northern Road 140 - 157

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

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

Resolved that the report of the Planning Department dated 2014 03 24

concerning Application No. A-4-14-Z.OP – Guy's Auto Body – 1044 Great Northern Road be received and that the application be approved with the following provisions:

1. Approval of Official Plan Amendment No. 198 to permit an auto body repair establishment, by way of a notwithstanding clause to the commercial policies contained within the Official Plan.
 2. That Special Exception 208 of By-law 2005-151 is repealed from the subject property only.
 3. That the subject property be rezoned to Highway Zone with a Special Exception to permit an auto body repair establishment, in addition to the uses permitted in a Highway Zone (HZ) subject to the following special provisions:
 - a. That a compound area be provided and maintained with 100% visually solid screening;
 - b. That outdoor storage in association with the auto body repair establishment use be prohibited on the subject property, excluding items which are stored within the 100% visually screened compound area; and
 - c. That a 3.04m buffer be maintained along the rear lot line.

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

- a. EDF Request – Downtown Community Improvement Plan 158 - 166

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

Mover: Councillor P. Mick

Seconder: Councillor L. Turco

Resolved that the report of the Chief Executive Officer of the Sault Ste. Marie Economic Development Corporation dated 2014 03 04 concerning EDF Request – Downtown Community Improvement Plan be received and further that funding of \$300,000 (\$100,000 per year for a period of three years) be approved with funding from the Economic Diversification Fund.

- b. Age-Friendly Sault Ste. Marie – Phase Four**

A report of the Age-Friendly Steering Committee is attached for the information of Council.

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

8.1 Traffic Increase – Great Northern Road Corridor

Mover: Councillor P. Mick

Seconder: Councillor B. Watkins

Whereas traffic has increased and will continue to increase in the Great Northern Road corridor; and
Whereas much of this increased traffic is choosing to cut through the Cedar Heights Subdivision; and
Whereas many trucks are part of this traffic; and
Whereas the roads in this subdivision were not constructed for heavy traffic; and
Whereas residents, over several years, have asked the City and councillors for some relief, including signage;
Now Therefore Be It Resolved that Council requests Engineering and Planning to grant permission to Public Works and Transportation to erect signage at entrances to Cedar Heights, designating Terrance Avenue as a "No Truck Zone".

8.2 Marcoux Brothers Congratulations

Mover: Councillor T. Sheehan
Seconder: Councillor

Whereas 16-year-old Mac Marcoux won bronze in both the downhill and super-G events at the Paralympic Games in Sochi, Russia, and gold in the giant slalom; and

Whereas the citizens of Sault Ste. Marie are extremely proud of Mac Marcoux and his brother (and usual guide) BJ Marcoux;

Now Therefore Be it Resolved that City Council on behalf of the citizens of Sault Ste. Marie congratulates Mac Marcoux on his Paralympic medals and wishes both Mac and BJ the greatest success in the future.

8.3 East End Residents – Brown Water Occurrence March 1-2

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

Whereas east end residents have experienced brown water events on numerous occasions over a two year period with multiple reasons for these occurrences (introduction of free chlorine, unidirectional flushing, Lorna St. well start up, watermain break, hydrant flushing, construction, after power outages, illegal use of a fire hydrant, a fire hydrant blow out, etc.); and

Whereas the communications to residents as to the latest brown water event (March 1-2) was again less than satisfactory; and

Whereas these events have become much more than an inconvenience (continuous flushing, stains to sinks and toilets, soiled clothing, necessity to purchase bottled water);

Now Therefore Be It Resolved that Council request of PUC Services to consider a tangible gesture of goodwill to these aggrieved and many angry residents in the form of a rebate, reimbursement, compensation for the ongoing inconvenience.

8.4 Ontario Centres of Excellence – On-Campus Entrepreneurship Activities 167 - 172

Mover: Councillor S. Butland
Seconder: Councillor T. Sheehan

Whereas entrepreneurship is an excellent method of growing employment in the city; and

Whereas the 2 year funding initiative will encourage youth (18-30) to pursue an entrepreneurial career through assistance in funding, mentorship, office space and equipment and general guidance.

Now Therefore Be It Resolved that Council endorse and support the application for funding to the Ontario Centres of Excellence for the 'on-campus entrepreneurship' program (see attached budget). This proposal will be lead by the Sault Ste. Marie Innovation Centre in partnership with Sault College and Algoma University.

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

10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

11. CONSIDERATION AND PASSING OF BY-LAWS

Mover: Councillor B. Watkins
Seconder: Councillor R. Niro

Resolved that all by-laws under item 11 of the Agenda under date 2014 03 24 be approved.

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

a. By-law 2014-55 – Agreement CSD – Canadian Heritage 173 - 175

A report from the Commissioner of Community Services is on the agenda.

Resolved that By-law 2014-55 being a by-law to authorize the execution of an amendment to Contribution Agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Canadian Heritage to extend the agreement to June 30, 2014 be passed in open Council this 24th day of March, 2014.

b. By-law 2014-56 – Delegation to Planning Director 176 - 178

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

Resolved that By-law 2014-56 being a by-law to delegate to the Planning Director certain powers under Sections 41 and 51 of the *Planning Act*, and Section 9 of the *Condominium Act, 1998* be passed in open Council this 24th day of March, 2014.

- c. **By-law 2014-57 – Zoning – 88 White Oak Drive (Cooper)** 179 - 180
Resolved that By-law 2014-57 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 88 White Oak Drive (Cooper) be passed in open Council this 24th day of March, 2014.
- d. **By-law 2014-58 – Agreement – Rogers Communications Inc. – 638 Cathcart St** 181 - 186
A report from the City Solicitor is on the agenda.
Resolved that By-law 2014-58 being a by-law to authorize an agreement between the City as Landlord and Rogers Communications Inc. as Tenant to permit a tower and WIC requirement on the Leased Premises being civic 638 Cathcart Street be passed in open Council this 24th day of March, 2014.
- e. **By-law 2014-59 – Agreement – Electrical Safety Authority** 187 - 193
A report from the City Solicitor is on the agenda.
Resolved that By-law 2014-59 being a by-law to authorize the execution of an agreement between the City and the Electrical Safety Authority be passed in open Council this 24th day of March, 2014.
- f. **By-law 2014-60 – Appointment – Weed Inspector** 194 - 194
Resolved that By-law 2014-60 being a by-law to appoint a Weed Inspector for the administration of the *Weed Control Act* be passed in open Council this 24th day of March, 2014.
- g. **By-law 2014-61 – Agreement Fire – MNR** 195 - 195
A report from the Deputy Fire Chief – Suppression Division is on the agenda.
Resolved that By-law 2014-61 being a by-law to authorize the execution of an agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Natural Resources with respect to the prevention, control and extinguishment of fires for a term of five (5) years commencing April 1, 2014 to March 31, 2019 be passed in open Council this 24th day of March, 2014.
- h. **By-law 2014-62 – Agreement Easement Crimson Ridge Holding Inc./PUC** 196 - 210
A report from the Assistant City Solicitor is on the Agenda.
Resolved that By-law 2014-62 being a by-law to authorize an Acquisition of Easement Agreement between the City, PUC Distribution Inc. and Crimson Ridge Holding Inc. to allow an easement over the City's lands described as Parts 4 and 5 of the Draft Reference Plan prepared by Tulloch Geomatics under File No. 12-1569 attached as Schedule "C" to the Acquisition of Easement Agreement be passed in open Council this 24th day of March, 2014.

- i. **By-law 2014-63 – Agreement – Engineering – CTV Sponsorship** 211 - 214
A report from the Environmental Initiatives Coordinator is on the agenda.
Resolved that By-law 2014-63 being a by-law to authorize the execution of a sponsorship agreement between the City and CTV Television Inc. for the promotion of the 20 Minute Sault Ste. Marie Makeover be passed in open Council this 24th day of March, 2014.
 - j. **By-law 2014-64 – Agreement STEM Engineering Group Incorporated Bellevue Sanitary Sewer Overflow Tank and Pim Street Pump Station Wet Well Inspections** 215 - 228
A report from Land Development and Environmental Engineer is on the Agenda.
Resolved that By-law 2014-64 being a by-law to authorize an agreement between the City and Stem Engineering Group Incorporated for engineering fees related to tank and wet well inspections at the Bellevue Sanitary Sewer Overflow, and Pim Street pump station locations be passed in open Council this 24th day of March, 2014.
 - k. **By-law 2014-65 – Agreement IT – Ontera** 229 - 237
Passed by Council Resolution on March 3, 2014.
Resolved that By-law 2014-65 being a by-law to authorize the execution of an agreement between the City and Ontera for the renewal of the Internet/Wide Area Network Services contract for a 36 month period commencing April 1, 2014 be passed in open Council this 24th day of March, 2014.
 - l. **By-law 2014-66 – Agreement – Township of Prince – Police** 238 - 244
Resolved that By-law 2014-66 being a by-law to authorize the execution of an agreement between the City and The Township of Prince for the provision of police protection services be passed in open Council this 24th day of March, 2014.
 - m. **By-law 2014-67 – Finance – User Fees Cemetery** 245 - 260
Resolved that By-law 2014-67 being a by-law to amend By-law 2013-204 (User Fees and Service Charges by-law) be passed in open Council this 24th day of March, 2014.
- 11.2 **By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority**
- 11.3 **By-laws before Council for THIRD reading which do not require more than a simple majority**
12. **QUESTIONS BY, NEW BUSINESS FROM, OR ADDRESSES BY MEMBERS OF COUNCIL CONCERNING MATTERS NOT OTHERWISE ON THE**

AGENDA

13. CLOSED SESSION

14. ADJOURNMENT

Mover: Councillor P. Mick

Seconder: Councillor L. Turco

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, March 3, 2014

4:30 p.m.

Council Chambers

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

Absent: Councillor S. Myers, Councillor F. Manzo

Officials: N. Kenny, L. Girardi, B. Freiburger, J. Dolcetti, R. Tyczinski, F. Coccimiglio, M. Provenzano, M. Nadeau, J. Fratesi, N. Apostle, S. Turco, D. Krmpotich

1. ADOPTION OF MINUTES

Moved by: Councillor P. Mick

Seconded by: Councillor L. Turco

Resolved that the Minutes of the Regular Council Meeting of 2014 02 18 be approved.

Carried

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

3. DECLARATION OF PECUNIARY INTEREST

4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor B. Watkins

Seconded by: Councillor R. Niro

Resolved that the Agenda and Addendum #1 for 2014 03 03 City Council Meeting as presented be approved.

Carried

5. PROCLAMATIONS/DELEGATIONS

5.1. International Day for the Elimination of Racial Discrimination

Danny Krmpotich, Local Immigration Partnership Co-ordinator was in attendance concerning agenda item 6.11.

5.2. March is Red Cross Month

Diane Lajambe, District Branch Manager, Sault Ste. Marie & District Red Cross was in attendance.

5.3. Theatre Week

Kirsty Wilson, QUONTA Festival 2014 Co-chair, Vice President of Sault Theatre Workshop was in attendance.

5.4. March is Easter Seals Month

Jim Cronin, Lead Host, Easter Seals Telethon and Billy Byrnes-Adam, 2014 Easter Seals Sault Ste. Marie Ambassador were in attendance concerning proclamation.

5.5. NHL Alumni Hockey for Special Olympics Ontario Night in Sault Ste. Marie

Constable John McLean was in attendance.

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

Moved by: Councillor B. Watkins

Seconded by: Councillor R. Niro

Resolved that all the items listed under date 2014 03 03 - Part One - Consent Agenda and Addendum #1 be approved as recommended.

Carried

Correspondence

6.1. AMO

2014 Provincial Policy Statement Bill 69 – The Prompt Payment Act, 2013
OMERS Update
2014 LAS Town Hall Information Sessions

6.2. Ministry of Natural Resources – Black Bear Pilot

6.3. Spencer Nebel, former City Manager, Sault Ste. Marie, Michigan (Thank you note)

6.4. Amalgamation of International Bridges

Correspondence from the Chief Administrative Officer to the Honourable Lisa Raitt, Minister of Transport was received by Council.

6.5. Street Closing – "A Car Show and Walk"

The letter of request for a temporary street closing in conjunction with "A Car Show and Walk" was received by Council.

The relevant by-law 2014-52 is listed under item 11 of the Minutes.

Reports

6.6. Staff Travel

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

Moved by: Councillor B. Watkins

Seconded by: Councillor R. Niro

Resolved that the report of the Chief Administrative Officer dated 2014 03 03 concerning Staff Travel be approved as requested.

Carried

6.7. Conferences and Major Special Events Committee – 2014 Events

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

Moved by: Councillor B. Watkins

Seconded by: Councillor L. Turco

Resolved that the report of the Chair, Conferences and Major Special Events Committee dated 2014 03 03 concerning Conferences and Major Special Events – 2014 be received as information and that Council authorize municipal financial support in the amount of \$5,000 for

the 2014 Atom AA OHF Championship and \$2,400 for the Inaugural Northern Ontario Cricket Championship to be funded from the 2014 Conferences and Major Special Events fund.

Carried

6.8. Contract Renewal with Ontera

The report of the Manager of Information Technology Division was received by Council.

Moved by: Councillor P. Mick

Seconded by: Councillor L. Turco

Resolved that the report of the Manager of Information Technology Division dated 2014 03 03 concerning Contract Renewal with Ontera be received as information.

Carried

6.9. Designated Heritage Property Grant – Wellington Square Townhouses

The report of the Manager of Recreation and Culture was received by Council.

Moved by: Councillor B. Watkins

Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Recreation and Culture dated 2014 03 03 concerning a Designated Property Grant for the owners of the Wellington Square Townhouses be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee that a combined grant of \$6,382.58 be paid to the five owners of the Wellington Square Townhouses, each owner to receive 50% of the cost of repairs to the exterior back section of their respective unit, based upon the paid invoices submitted and that the funds come from the Designated Heritage Property Grant Reserve, be approved.

Carried

6.10. Reallocation of Accessibility Reserve Funds

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

Moved by: Councillor B. Watkins

Seconded by: Councillor L. Turco

Resolved that the report of the Accessibility Co-ordinator dated 2014 03 03 concerning Reallocation of Accessibility Reserve Funds be received; further that \$5,000 be allocated from the Accessibility Reserve fund for the purpose of installing bus shelters where required by Transit.

Carried

6.11. Canadian Coalition of Municipalities Against Racism and Discrimination

The report of the Local Immigration Partnership Co-ordinator was received by Council.

Moved by: Councillor P. Mick

Seconded by: Councillor R. Niro

Whereas the Canadian Commission for UNESCO (United Nations Educational, Scientific and Cultural Organization) is calling on municipalities to join a Canadian Coalition of Municipalities Against Racism and Discrimination and be part of UNESCO's international coalition launched in 2004, and the Federation of Canadian Municipalities endorses the call for a Canadian Coalition of Municipalities Against Racism and Discrimination and encourages its members to join; and

Whereas municipal governments in Canada, along with other levels of government, have responsibilities under Canada's Charter of Rights and Freedoms as well as federal, provincial and territorial human rights codes, and therefore have an important role to play in combating racism and discrimination and fostering equality and respect for all citizens;

Now Therefore Be It Resolved that the Corporation of the City of Sault Ste. Marie agrees to join the Coalition of Canadian Municipalities Against Racism and Discrimination and, in joining the Coalition, endorses the Common Commitments and agrees to develop its own unique Plan of Action accordingly. These common commitments and the municipality's unique plan of action will be an integral part of the municipality's vision, strategies and policies.

In developing or adapting and implementing its own unique plan of action toward progressive realization of the common commitments, the municipality will co-operate with other organizations and jurisdictions, including other levels of government, Aboriginal peoples, public and private sector institutions, and civil society organizations, all of whom have responsibilities in the area of human rights.

The municipality will set its priorities, actions and timelines and allocate resources according to its unique circumstances and within its means and jurisdiction. The municipality will exchange its expertise and share best practices with other municipalities involved in the coalition and will report publicly on an annual basis on actions undertaken toward the realization of these common commitments.

Carried

6.12. Child Care Funding

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

Moved by: Councillor B. Watkins

Seconded by: Councillor L. Turco

Resolved that the report of the Commissioner of Social Services dated 2014 03 03 concerning Child Care Funding be referred to appropriate staff for review and report back to Council.

Carried

6.13. Council Travel

Moved by: Councillor P. Mick

Seconded by: Councillor R. Niro

Resolved that Councillor L. Turco be authorized to travel to the AMO Board Meeting being held in Toronto (two days in March) at a cost of \$300.

Carried

6.14. 2015 IIHF World Junior Championship

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

Moved by: Councillor B. Watkins

Seconded by: Councillor L. Turco

Resolved that the report of the Commissioner of Community Services dated 2014 03 03 concerning 2015 IIHF World Junior Championship be received as information.

Carried

6.15. Second Line Widening – Phase II

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

The relevant by-law 2014-54 is listed under item 11 of the Minutes.

6.16. Ministry of Community Safety and Correctional Services

Correspondence concerning Annual Review – Municipal Emergency Management Programs was received.

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1. ADMINISTRATION

7.2. COMMUNITY SERVICES DEPARTMENT

7.3. ENGINEERING

7.4. FIRE

7.5. LEGAL

7.6. PLANNING

a. Application No. A-3-14-Z – Chris Cooper – 88 White Oak Drive

The report of the Planning Department was received by Council.

Moved by: Councillor B. Watkins

Seconded by: Councillor L. Turco

Resolved that the report of the Planning Department dated 2014 03 03 concerning Application No. A-3-14-Z – Chris Cooper – 88 White Oak Drive be received and that City Council approve rezoning the subject property from “M2” (Medium Industrial Zone) to “M2.S” (Medium Industrial Zone with a Special Exception) to permit a fitness facility.

Carried

7.7. PUBLIC WORKS AND TRANSPORTATION

7.8. BOARDS AND COMMITTEES

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

8.1. Youth Friendly Designation Advisory Committee

Moved by: Councillor T. Sheehan

Seconded by: Councillor S. Butland

Whereas the City of Sault Ste. Marie is in the process of reapplying for a Youth Friendly Designation from Play Works – “The Ontario Partnership for Active and Engaged Youth”; and Whereas City Council received a wrap-up report and presentation from the Sault Youth Association (SYA) in November 2013; and

Whereas the Sault Youth Association played a key role in the original application for a Youth Friendly Designation that resulted in the City of Sault Ste. Marie achieving the prestigious Gold Youth Friendly designation in 2009; and

Whereas by Council resolution on November 18, 2013, Rob Coleman and David Thompson were requested to act as a resource with respect to the City’s re-application for a gold-friendly youth designation;

Now therefore be it resolved that City Councillors Terry Sheehan and Susan Myers, Rob Coleman, (Past President Sault Youth Association), David Thompson, (past member Sault Youth Association), Joe Cain (Manager of Recreation and Culture), Virginia McLeod (Supervisor of Community Services), and Margaret Hazelton (Supervisor of Recreation) be appointed to a Youth Friendly working advisory committee.

Carried

8.2. Team Jacobs – Olympic Gold Medalists

Moved by: Councillor B. Watkins

Seconded by: Councillor L. Turco

Whereas Team Jacobs (Skip Brad Jacobs, third Ryan Fry, second E.J. Harnden, lead Ryan Harnden, alternate Caleb Flaxey and coach Tom Coulterman) recently won the gold medal in curling at the 2014 Winter Olympic games; and

Whereas the citizens of the City of Sault Ste. Marie are extremely proud of the accomplishments of Team Jacobs;

Now Therefore Be It Resolved that City Council on behalf of the citizens of Sault Ste. Marie congratulates Team Jacobs on their Olympic gold medal and wishes them the greatest success in the future.

Carried

8.3. East End Residents – Brown Water Occurrence March 1-2

Moved by: Councillor S. Butland

Seconded by: Councillor P. Christian

NOTICE OF MOTION

Whereas east end residents have experienced brown water events on numerous occasions over a two year period with multiple reasons for these occurrences (introductions of free chlorine, unidirectional flushing, Lorna St. well start up, watermain break, hydrant flushing, construction, after power outages, illegal use of a fire hydrant, a fire hydrant blow out etc.); and

Whereas the communications to residents as to the latest brown water event (March 1-2) was again less than satisfactory; and

Whereas these events have become much more than an inconvenience (continuous flushing, stains to sinks and toilets, soiled clothing, necessity to purchase bottled water);

Now Therefore Be It Resolved that Council request of PUC Services to consider a tangible gesture of goodwill to these aggrieved and many angry residents in the form of a rebate, reimbursement, compensation for the ongoing inconvenience.

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

10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

11. CONSIDERATION AND PASSING OF BY- LAWS

Moved by: Councillor B. Watkins

Seconded by: Councillor R. Niro

Resolved that all by-laws listed under item 11 of the Agenda and Addendum #1 under date 2014 03 03 be approved.

Carried

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

a. By-law 2014-51 – Agreement (Purchasing) – Avery Construction Ltd – Ermatinger-Clergue National Historic Site Summer Kitchen Revisions

Moved by: Councillor B. Watkins

Seconded by: Councillor R. Niro

Resolved that By-law 2014-51 being a by-law to authorize the execution of an agreement between the City and Avery Construction Ltd. for the Ermatinger-Clergue National Historic Site summer kitchen revisions be passed in open Council this 3rd day of March, 2014.

Carried

b. By-law 2014-52 – Temporary Street Closing – St. Mary's River Drive

Moved by: Councillor B. Watkins

Seconded by: Councillor R. Niro

Resolved that By-law 2014-52 being a by-law to permit the temporary closing of St. Mary's River Drive from WalMart entrance to Sears and Delta Sault Ste. Marie Waterfront Hotel and Conference Centre entrance to facilitate a car show and walk be passed in open Council this 3rd day of March, 2014.

Carried

c. By-law 2014-53 – Parking – Municipal Law Enforcement Officers

Moved by: Councillor B. Watkins

Seconded by: Councillor R. Niro

Resolved that By-law 2014-53 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be passed in open Council this 3rd day of March, 2014.

Carried

d. By-law 2014-54 – Agreement (Engineering) – Minister of Rural Affairs–Second Line Widening

Moved by: Councillor B. Watkins

Seconded by: Councillor R. Niro

Resolved that by-law 2014-54 being a by-law to authorize the execution of an agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Rural Affairs for funding for the reconstruction and widening of Second Line from Pine Street to a point approximately 550 meters east be passed in open Council this 3rd day of March, 2014.

Carried

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

- 11.3. By-laws before Council for THIRD reading which do not require more than a simple majority**
- 12. QUESTIONS BY, NEW BUSINESS FROM, OR ADDRESSES BY MEMBERS OF COUNCIL CONCERNING MATTERS NOT OTHERWISE ON THE AGENDA**
- 13. CLOSED SESSION**
- 14. ADJOURNMENT**
Moved by: Councillor B. Watkins
Seconded by: Councillor L. Turco
Resolved that this Council now adjourn.
Carried

Mayor

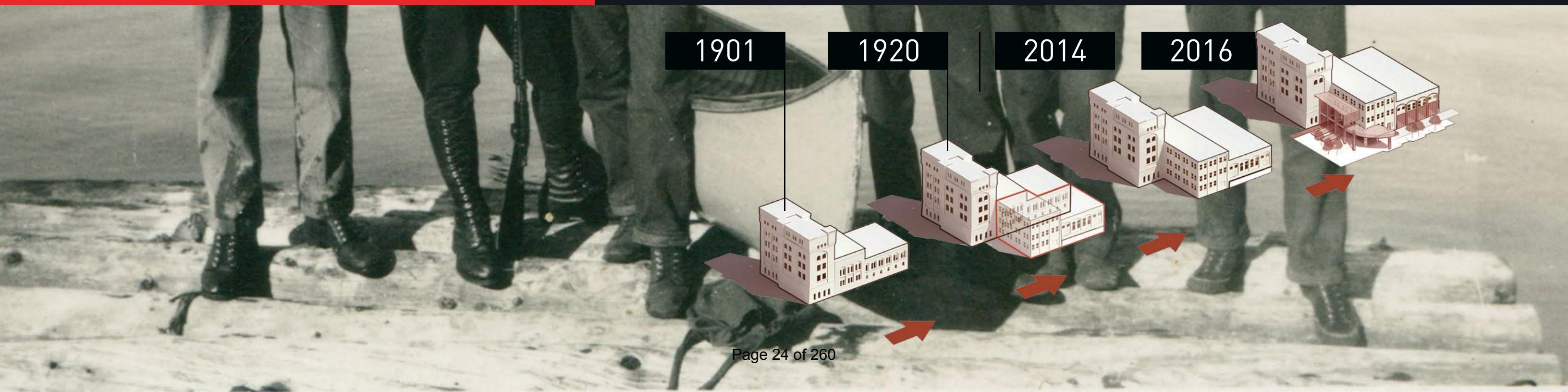
City Clerk



DESTINATION NORTH

A Living Centre for
Ecology, Culture And Wilderness Experience 

St. Mary's Paper Gateway Realization Plan



Contents

<u>Introduction</u>	03
<u>Site Context</u>	05
<u>Architectural Design</u>	09
<u>Site Programming</u>	15

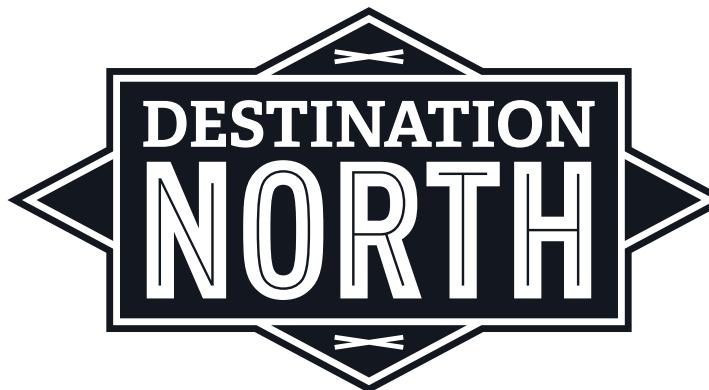
Best Viewed in Full Screen Mode

Windows Ctrl+L

Mac Cmd+L

1.0

Introduction



A Living Centre for Ecology,
Culture and Wilderness Experience

Destination North is a non-profit social enterprise, layering social innovation opportunities with public and private interest's to develop a Living Centre for Ecology, Culture and Wilderness Experience.

The Destination North project is staged in three concurrent phases: Site restoration, partnership development, program and product development.

1. Restoration and development of the historical Pulp Tower, Machine Shop and Board Mill as a destination experience for ecology, culture and wilderness experiences authentic to Northern, Ontario.
2. Partnership development between Destination North, First Nations, Cultural, Academic and Government Institutions, Outfitters, Tourist Organizations, Resort and Hotel Operators. As the development progresses unseen partnership opportunities will arise and become a part of the overall project as appropriate to the project goals.
3. Program design and product development that richly communicates the Northern Experience.

2.0

Site Context

Urban Riverscape

1. Mill Square
2. Gateway Site
3. International Bridge Plaza
4. Sault Canal National Historic Site
5. Whitefish Island
6. St. Mary's Rapids
7. International Bridge
8. OLG Casino
9. Essar Centre Arena
10. Station Mall
11. Roberta Bondar Park
12. Roberta Bondar Marina
13. City Hall
14. Clergue Park
15. Hub Trail Waterfront Boardwalk
16. Art Gallery of Algoma
17. Sault Ste. Marie Public Library
18. St. Mary's River



Site Layout



15.4 ha



5. The Board Mill



4. The Yard Locker



3. The Pulp Tower



2. The Machine Shop



1. The General

Strategic Regreening

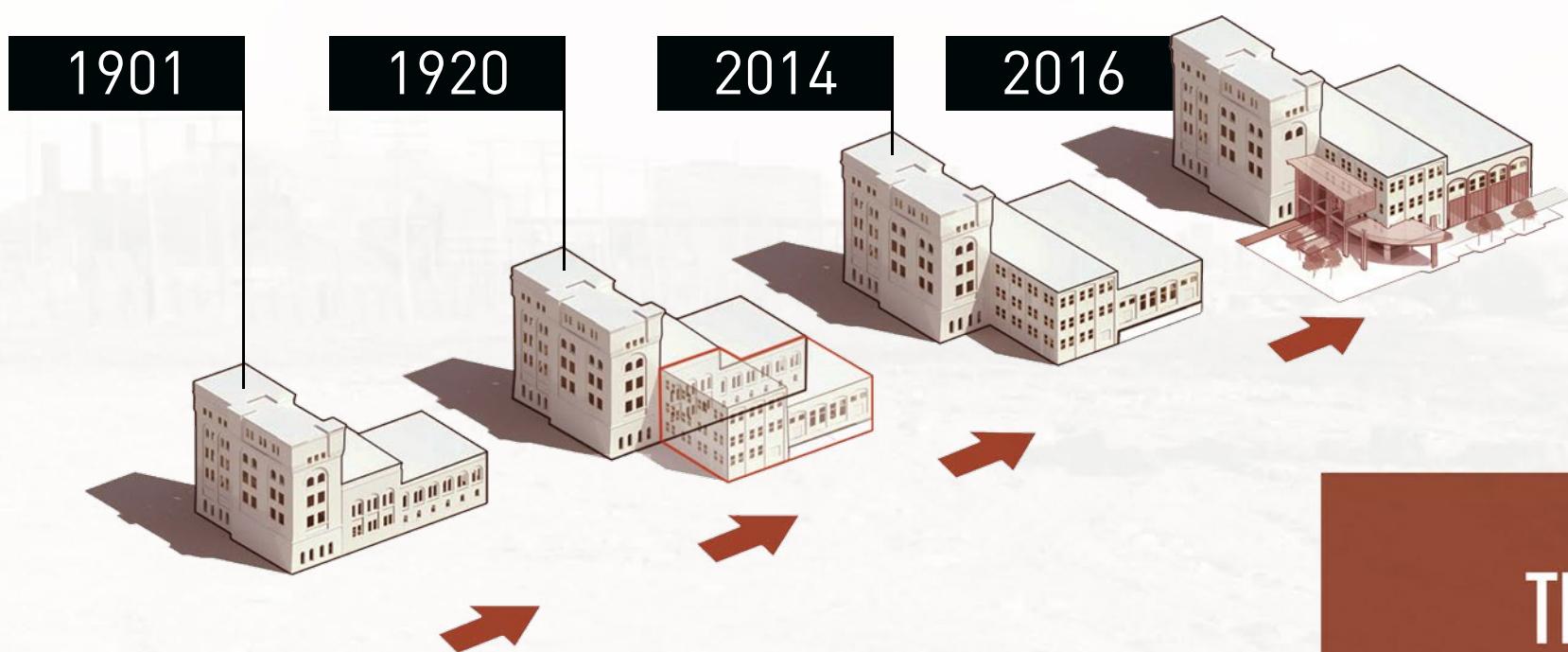
Activate the underused urban spaces while using landscape as the driver to establish walkability, provide landscape programming, as well as phytoremediating soils.

This approach quickly establishes a landscape that can be utilized for one growing season, or maintained to fifty years of growth, with the primary intent of establishing an extremely fast growing biomass toward a quick canopy cover, and subsequently the creation of a visually and physically connected urban fabric and pedestrian experience.

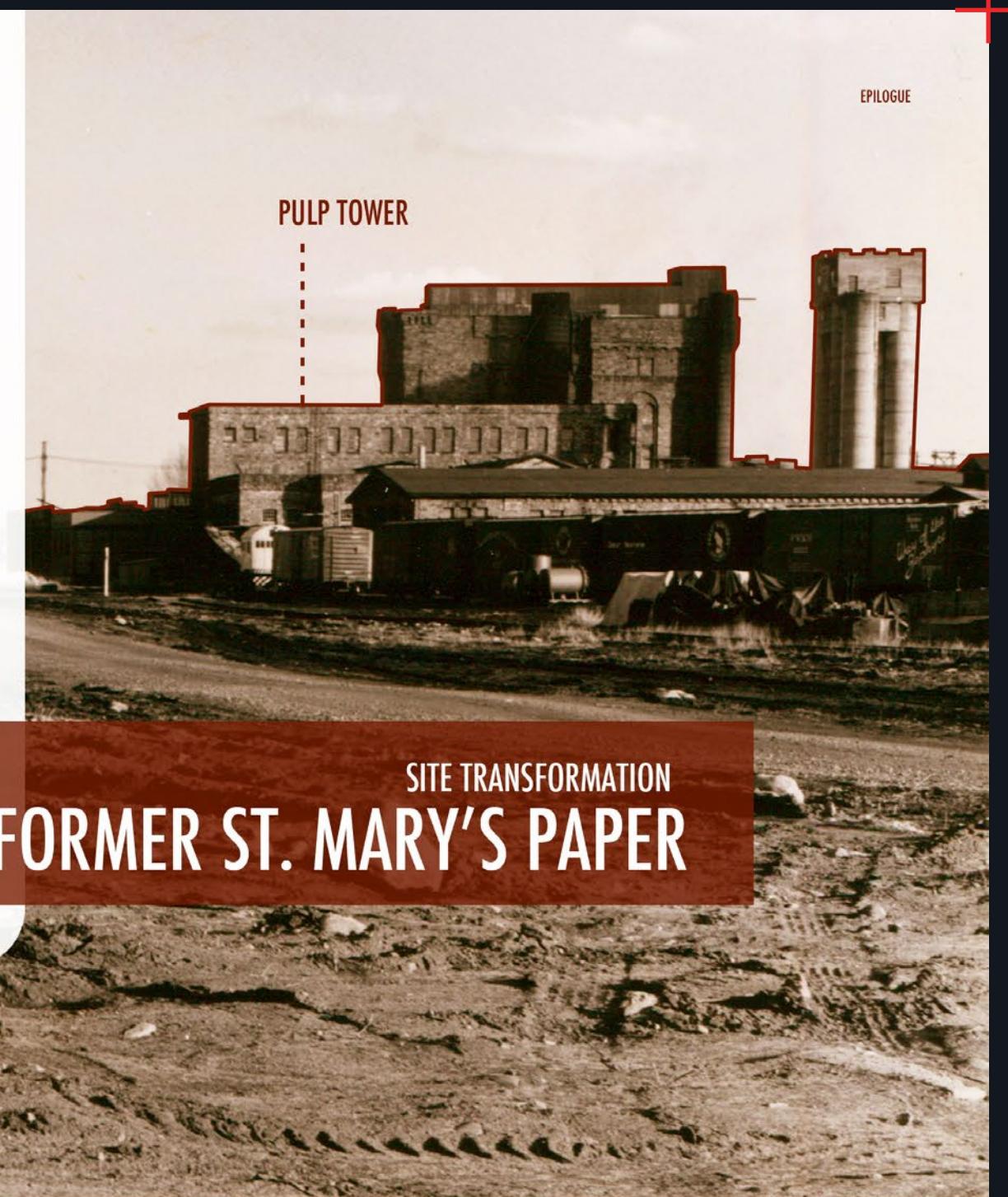


3.0

Architectural Design

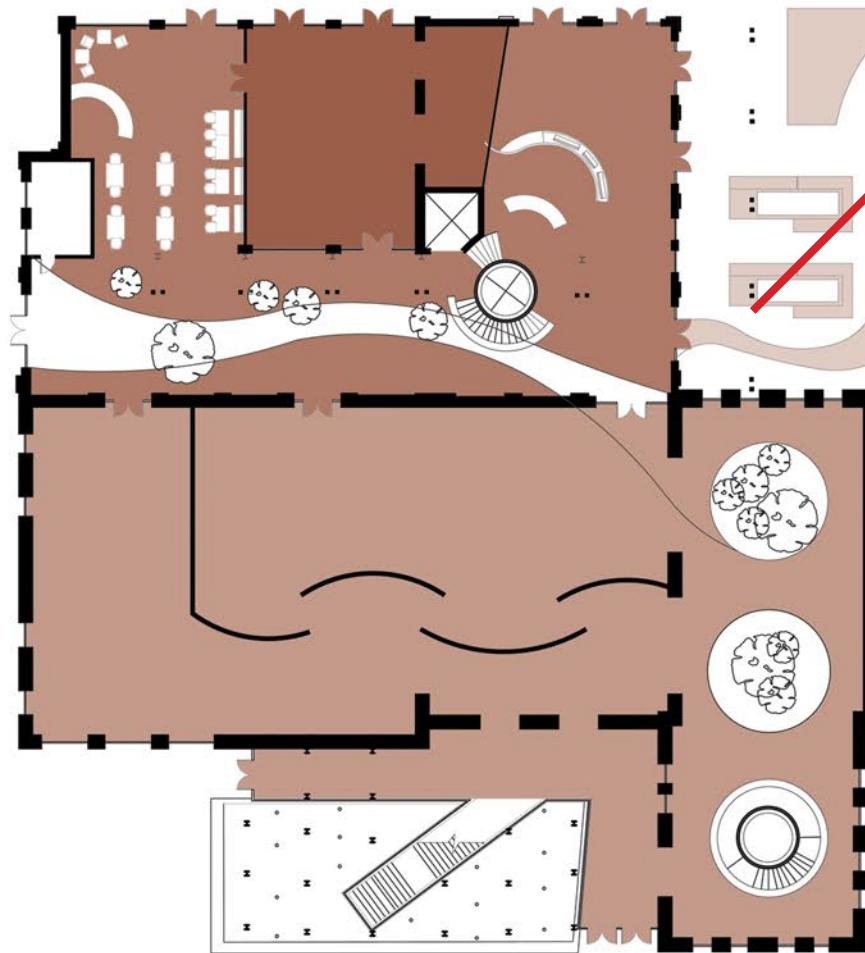


SITE TRANSFORMATION THE FORMER ST. MARY'S PAPER





GROUND FLOOR

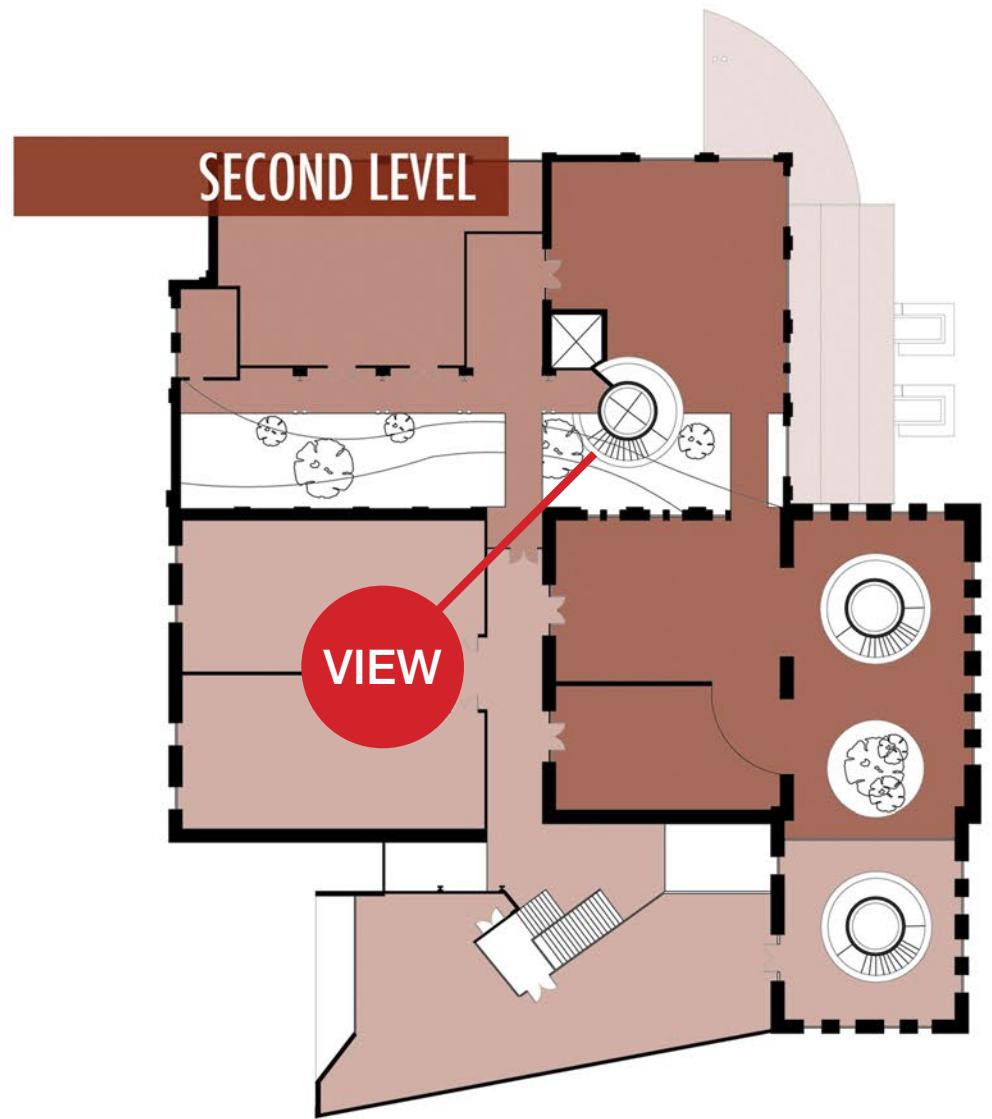


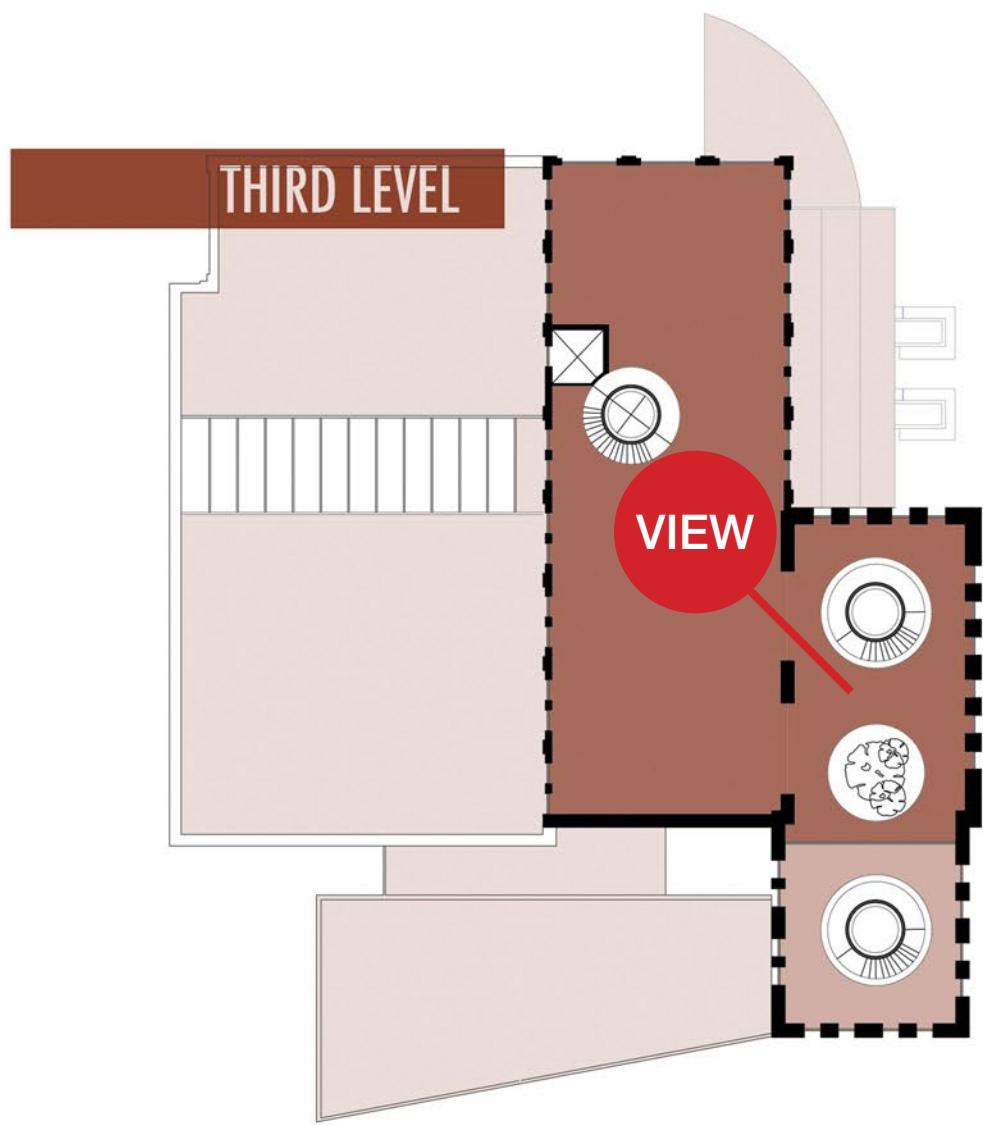
VIEW

NIGHT PERSPECTIVE
SOUTH-EAST VIEW

GROUND LEVEL EAST ENTRANCE CANOPY

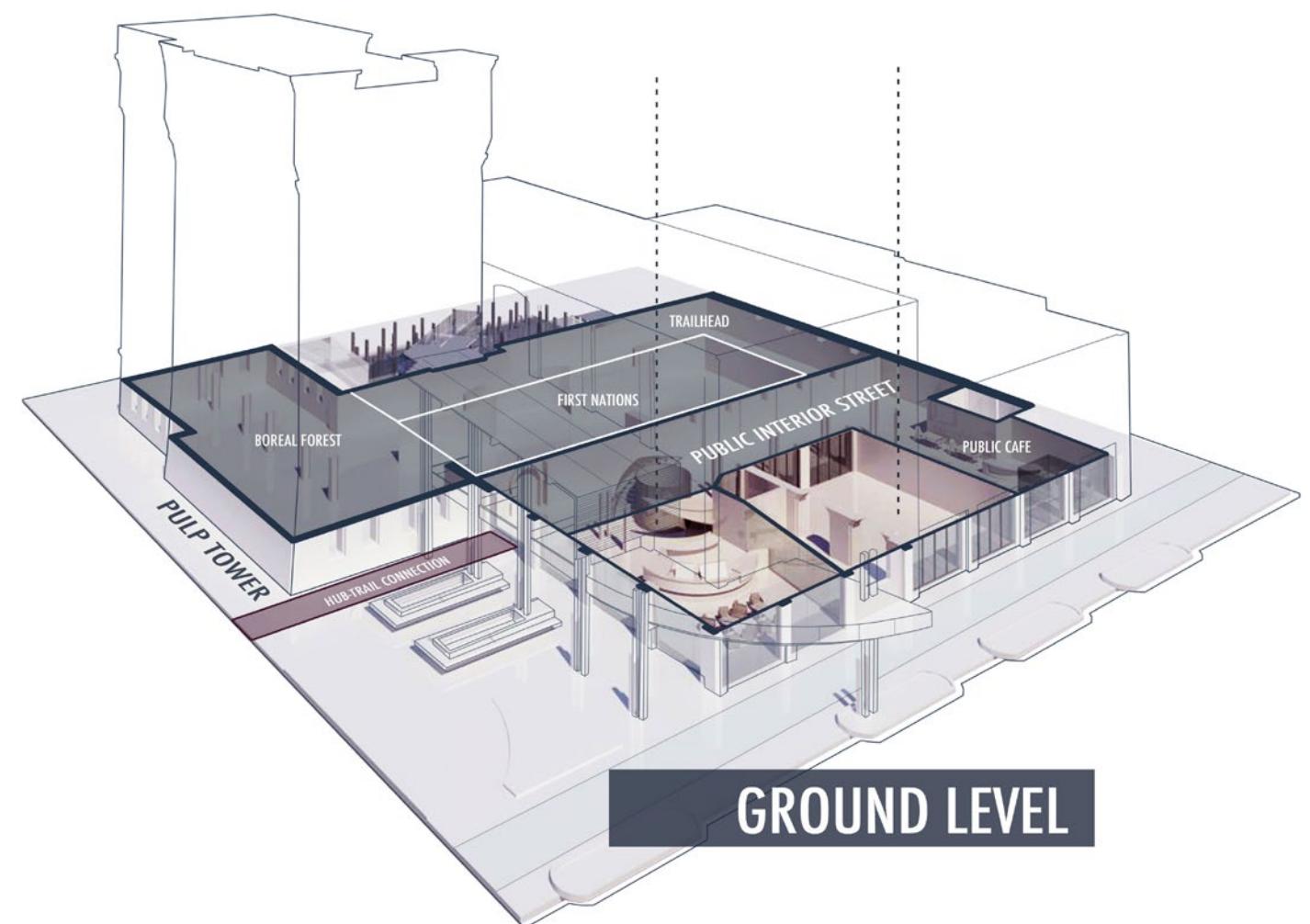
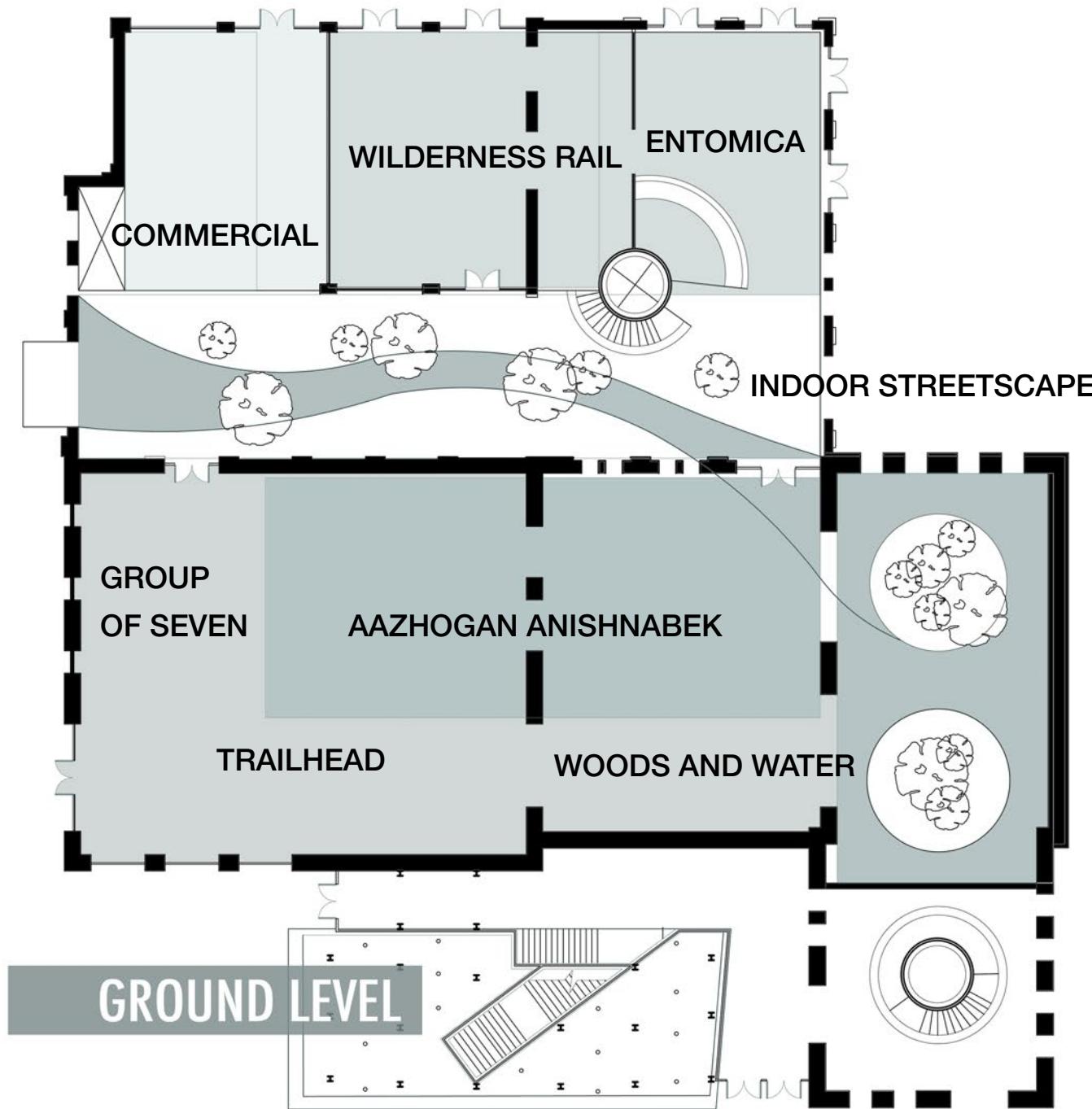


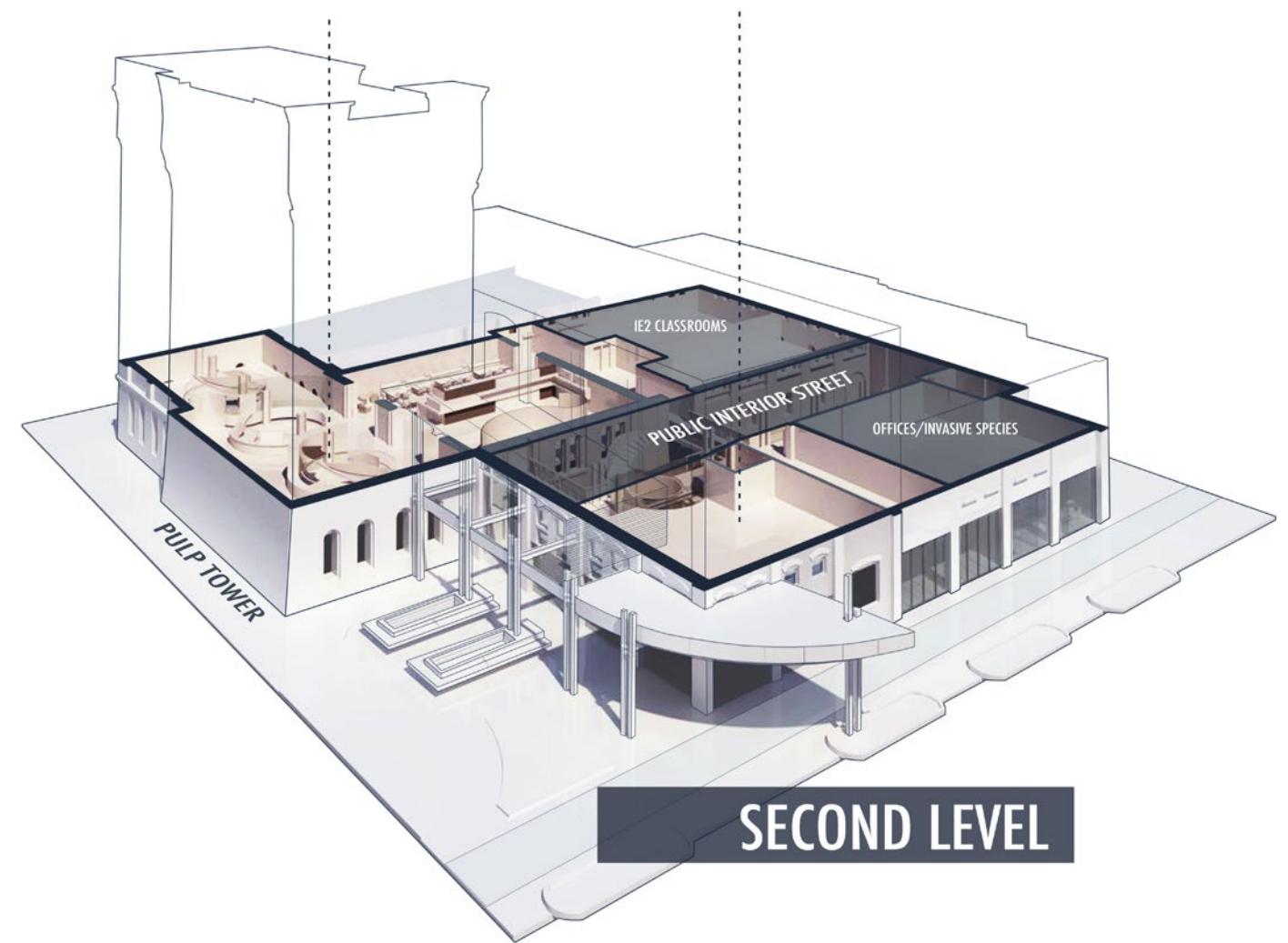
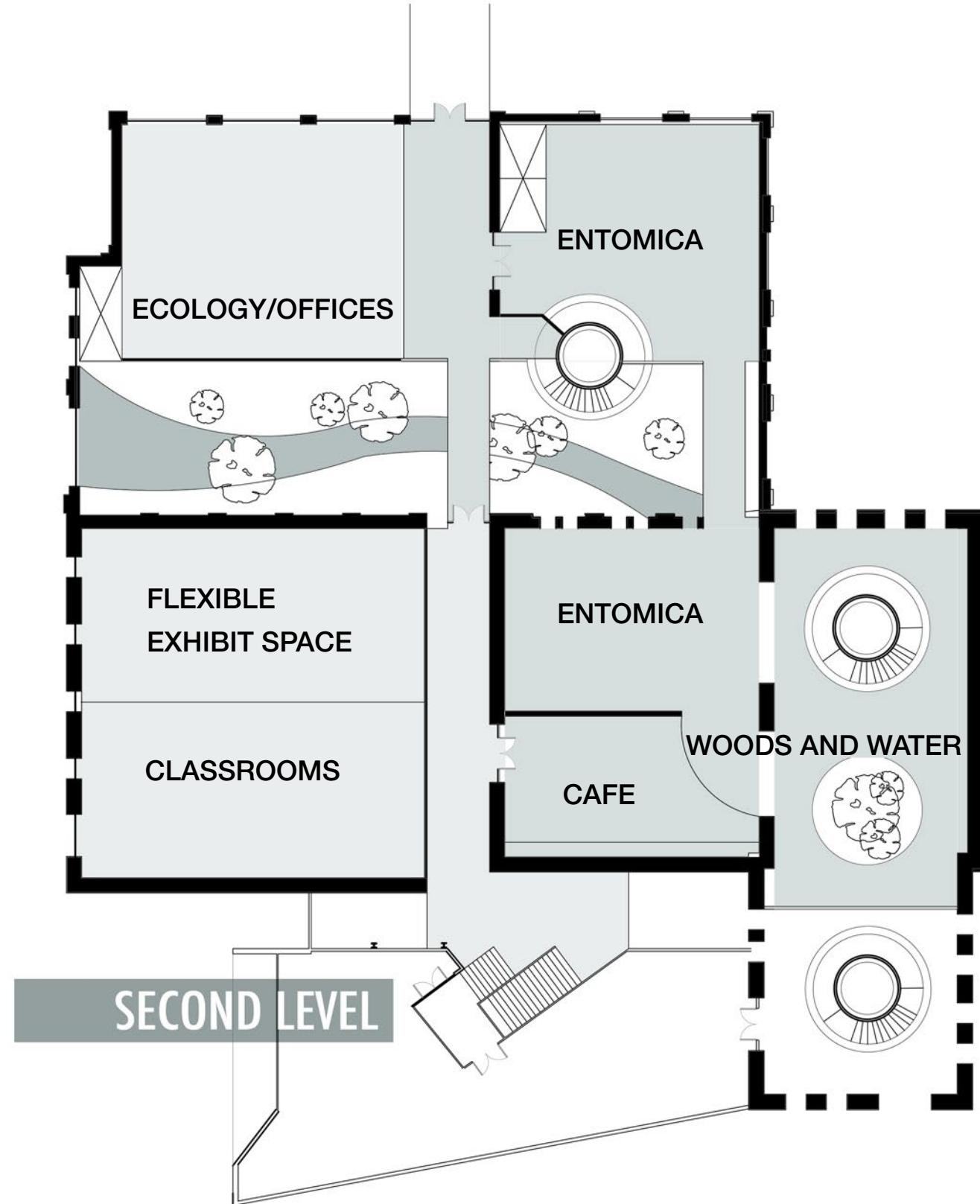


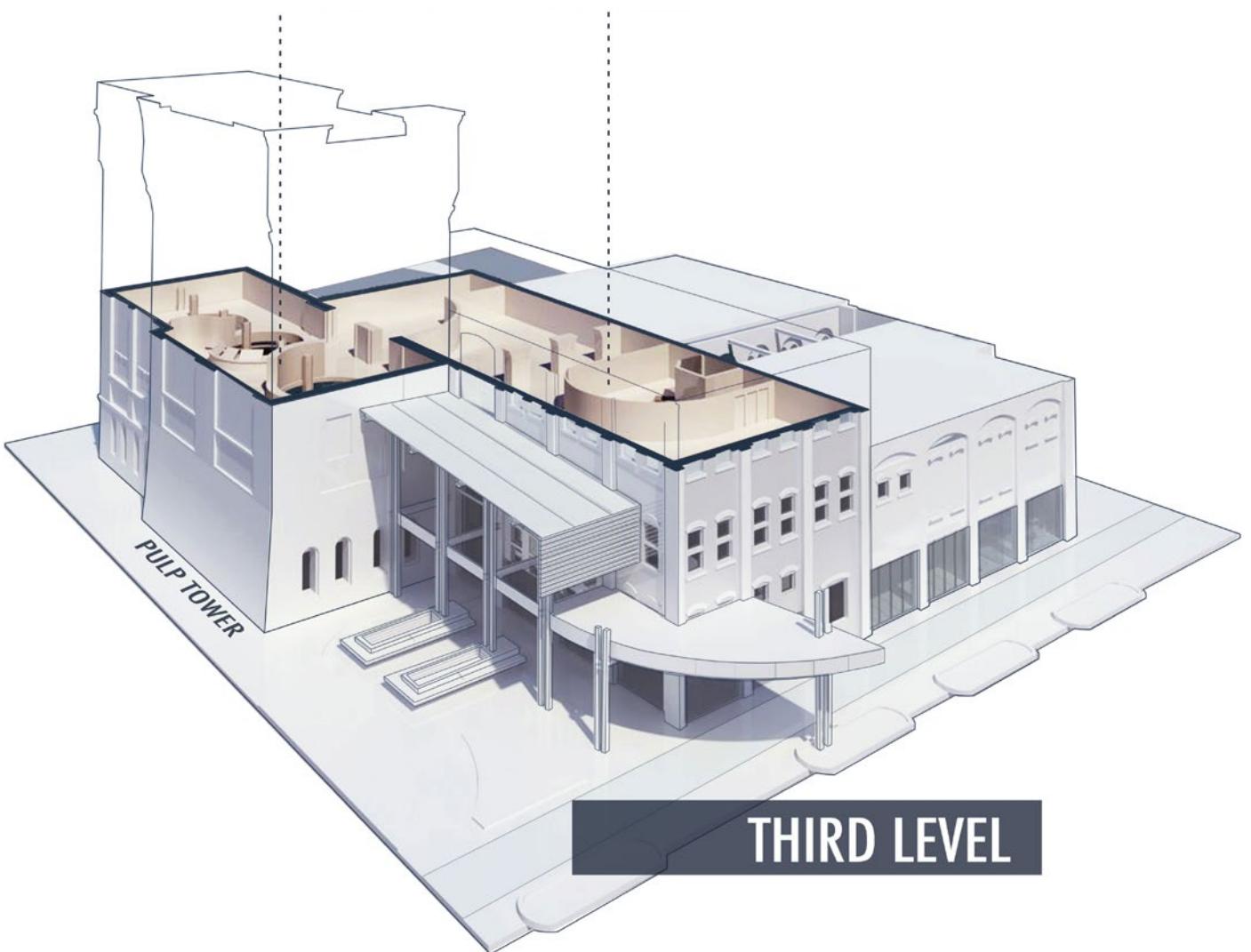
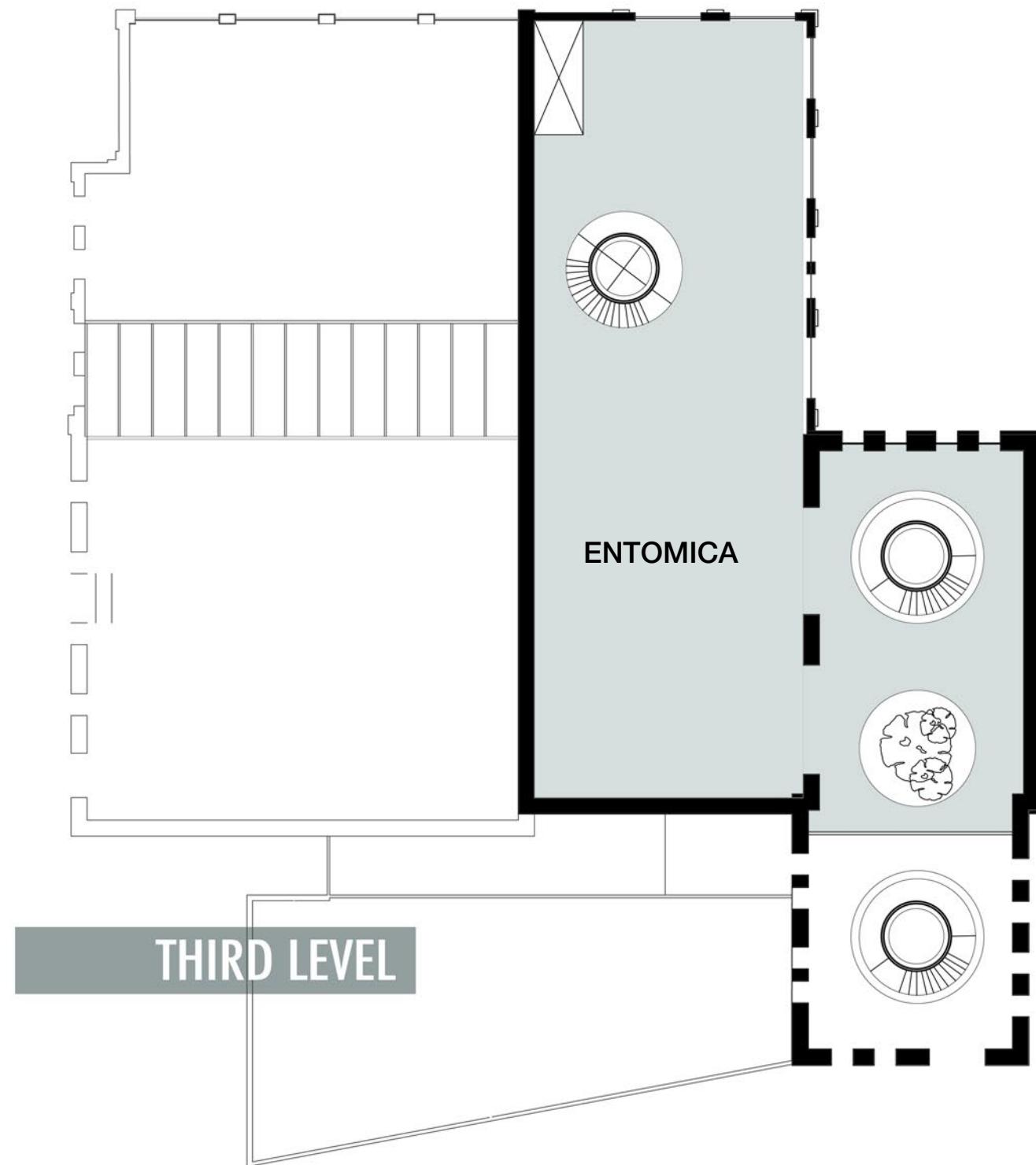


4.0

Site Programming







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Legislature Supports Motion on Municipal Liability

03/04/2014

More Municipal Action Needed.

On February 27, 2014, MPPs from all parties supported a motion calling on the government to reform joint and several liability. Passage of this resolution marks a significant milestone in the municipal campaign for reform. Now that the issue has captured the attention of the Legislature, it is time for your municipality to consider the endorsement of a more detailed legislative solution.

Contact

Matthew Wilson
Senior Advisor
mwilson@amo.on.ca
T 416.971.9856 ext. 323
TF 1.877.426.6527
F 416.971.6191

Nearly 200 municipalities supported the motion introduced by Randy Pettapiece, MPP for Perth-Wellington which called on the government to implement a comprehensive, long-term solution no later than June 2014. Many more also wrote to the Attorney General, the Honourable John Gerretsen in response to AMO's February 7, 2014 call for support.

Currently, the Ministry of the Attorney General is consulting municipalities and the legal community on a comprehensive long-term solution. The Ministry describes three options below:

The Saskatchewan model: This modification to joint and several liability was adopted in Saskatchewan in 2004. Under the Saskatchewan model, where there is a shortfall due to one defendant being insolvent and the plaintiff's own negligence contributed to the harm, the shortfall is to be divided among the remaining defendants and the plaintiff in proportion to their fault. This model would apply to all types of defendants in all types of negligence claims.

The Multiplier model: In road authority cases (auto accident cases in which a municipality is sued for breach of duty to maintain a public road), where there is a shortfall due to one defendant being insolvent, the municipality would never be liable for more than two times its proportion of damages, even if this means that a plaintiff does not fully recover. Because this rule has the potential to result in a seriously injured plaintiff being unable to fully recover, the proposal would be limited to municipalities and to the specific subset of cases that municipalities tell us impose the most significant and unfair burden – road authority cases.

The Combined model: The Saskatchewan model and the Multiplier model could be combined. In a case in which both models would apply – a road

Advocacy	About Us	Related Sites
Economic Development	Accessibility	FONOM
Energy	AMOmobile app	Gas Tax at Work
Finance	Annual Report	LAS
Housing	Awards	MEPCO
Infrastructure	Board of Directors	NOMA
Labour	By-Law	OMKN
Planning	Careers	OSUM
Risk Management	Contact Us	ROMA
Social Services	History	
Waste Management	Membership	Programs
	Memorandum of Understanding	Gas Tax
	Municipal 101	MIDAS
Events & Training	Products & Services	
Conferences	Volunteering	
Councillor Training	Watch File	
Symposiums		
Webcasts		
Workshops		

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Huron-Superior Catholic District School Board

Lindsay Liske
Chairperson

John Stadnyk
Director of Education



March 11, 2014

Debbie Amaroso
Mayor, City of Sault Ste. Marie
Civic Centre, Level Four
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, Ontario P6A 5N1

Dear Mayor Amaroso;

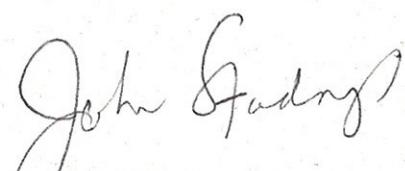
On behalf of the Huron-Superior Catholic District School Board, I congratulate you and City Council for passing a resolution to join the *Coalition of Canadian Municipalities Against Racism and Discrimination*. I acknowledge that this was prompted by a request from the Local Immigration Partnership Committee. Sr. Pat Carter is a member of that Committee representing our Board and attended the City Council Meeting at which the resolution was passed. She was so pleased that our City will be a signatory to the Coalition.

One of our Board's Strategic Directions is ***Supportive Environments and Well-being***. Our goal in this strategy is focused on equity and inclusion, safe and healthy schools, and mental health. We know that racism and discrimination are behaviours that act contrary to our stated goal. As such we are pleased with the community alignment to address and reduce these harmful behaviours.

On March 21, 2014, the Huron-Superior Catholic District School Board will acknowledge in all of our schools and workplaces the International Day for the Elimination of Racism. We applaud our City's leadership in taking a proactive step for this cause.

I extend best wishes to you and your fellow Councilors' in your service to our community.

Sincerely;

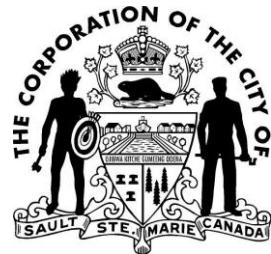


John Stadnyk
Director of Education

RECEIVED
MAR 13 2014
MAYOR'S OFFICE

Catholic Education Centre
90 Ontario Avenue
Sault Ste. Marie, ON P6B 6G7
Tel: (705) 945-5400
Fax: (705) 945-5575
website: www.hscdsb.on.ca

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
b.berlingieri@cityssm.on.ca

2014 03 24

Mayor Debbie Amaroso and
Members of City Council

RE: STAFF TRAVEL REQUESTS

Dear Council:

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

1. **Jim St. Jules – Fire Services**
CriSys User Group Conference
June 18 – 19, 2014
Toronto, Ontario
Estimated total cost to the City - \$ 915.78
Estimated net cost to the City - \$ 915.78

2. **Jim St. Jules – Fire Services**
Inspection of Chassis for new Pumper 4
April 1 – 2, 2014
Charlotte, Michigan
Estimated total cost to the City - \$ 188.75
Estimated net cost to the City - \$ 188.75

3. **Peter Niro – Human Resources**
OMHRA – Spring Conference
April 9 – 11, 2014
Niagara Falls, Ontario
Estimated total cost to the City - \$ 1,385.62
Estimated net cost to the City - \$ 1,385.62

4. **Gary Schryer – Engineering & Planning – Building Division**
OBOA Chapter Meeting
April 23, 2014
Espanola, Ontario
Estimated total cost to the City - \$ 74.75
Estimated net cost to the City - \$ 74.75

5. **Frank Bentrovato – Engineering & Planning – Building Division**
OBOA Chapter Meeting
April 23, 2014
Espanola, Ontario
Estimated total cost to the City - \$ 74.75
Estimated net cost to the City - \$ 74.75
6. **Don Dzama – Public Works & Transportation – Parks Division**
Weed Inspector's Conference
April 9 – 11, 2014
Guelph, Ontario
Estimated total cost to the City - \$ 476.14
Estimated net cost to the City - \$ 476.14
7. **Dan Ballstadt - Public Works & Transportation – Parks Division**
Weed Inspector's Conference
April 9 – 11, 2014
Guelph, Ontario
Estimated total cost to the City - \$ 676.14
Estimated net cost to the City - \$ 676.14
8. **Roger Nenonen – Public Works & Transportation - Cemeteries Division**
ORFA – Cemetery Operations – Level 1 & II
April 28 – May 2, 2014
Guelph, Ontario
Estimated total cost to the City - \$ 2,605.20
Estimated net cost to the City - \$ 2,605.20
9. **Andy Starzomski – Public Works & Transportation – Traffic**
OTC Intersection Safety Course
April 29 – May 2, 2014
Vaughan, Ontario
Estimated total cost to the City - \$ 1,661.06
Estimated net cost to the City - \$ 1,661.06

Yours truly,



Joseph M. Fratesi
Chief Administrative Officer

JMF: bb



COUNCIL REPORT

March 24, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: TENDER FOR BULK COARSE HIGHWAY SALT (2014WA03T)

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply and delivery of Bulk Coarse Highway Salt required by the Public Works & Transportation Department for the 2014-2015, 2015-2016, and 2016-2017 Winter Seasons.

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 February 26, 2014 with Councillor Lou Turco representing City Council.

ANALYSIS

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

IMPACT

Funding will come from Public Works and Transportation Winter Maintenance Accounts. Quantities ordered will vary in accordance with the actual requirements for each season.

STRATEGIC PLAN

The supply and delivery of Bulk Coarse Highway Salt is not listed as an activity under the Corporate Strategic Plan.

RECOMMENDATION

It is therefore my recommendation that the tender for the supply and delivery of Bulk Coarse Highway Salt be awarded to K & S Windsor Salt Ltd. at their total tendered price of \$894,330.00, plus H.S.T. for the first season (based on an estimated required quantity of 9,500 tonnes), with increases as shown for seasons two and three.

Respectfully submitted,



Tim Gowans
Manager of Purchasing

Recommended for approval,



W. Freiburger, CMA
Commissioner of Finance & Treasurer

Recommended for approval,



Joseph M. Fratesi
Chief Administrative Officer

TG:nt

attachment

**FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET AMOUNT: under review**

**RECEIVED: February 26, 2014
File #2014WA03T**

**SUMMARY OF TENDERS
BULK COARSE HIGHWAY SALT - 3 SEASON SUPPLY CONTRACT**

<u>Description</u>	Quantity in tonnes (estimate)	K+S Windsor Salt Ltd. Pointe-Claire, QC		Sifto Canada Inc. Mississauga, ON	
		Unit Price	Total Price (H.S.T. extra)	Unit Price	Total Price (H.S.T. extra)
Supply & Deliver Road Salt to the City's storage facility as required during the winter season					
Year 1 - 2014 - 2015 Season	9,500	\$94.14	\$894,330.00	\$100.25	\$952,375.00
Year 2 - 2015 - 2016 Season	9,500	\$95.54	\$907,630.00	\$104.26	\$990,470.00
Year 3 - 2016 - 2017 Season	9,500	\$96.99	\$921,405.00	\$108.43	\$1,030,085.00

Note: The Quantity of Salt shown is an annual estimate based on past usage & is without quantity obligations.
The low tendered prices, meeting specifications, are boxed above.
It is my recommendation that the low tendered prices, submitted by K+S Windsor Salt Ltd., be accepted.

Tim Gowans
Manger of Purchasing



COUNCIL REPORT

March 24, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Peter Liepa, City Tax Collector

DEPARTMENT: Finance Department

RE: Property Tax Appeals

PURPOSE

Council approval is required pursuant to Sections 354 & 357 of the Municipal Act.

BACKGROUND

Listing of applications received for adjustment of realty taxes pursuant to Sections 354 & 357 of the Municipal Act.

ANALYSIS (if applicable)

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 the City Tax Collector dated 2014 03 24 pursuant to Sections 354 & 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,

W. Freiburger, CMA
Commissioner of Finance & Treasurer

Report to Council – Property Tax Appeals

2014 03 24

Page 2.

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: 2014 03 24
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	2013			CANCELLATIONS	TOTAL	
			TAX CLASS	REASON	APPEAL NO.	TAXES	INTEREST	ADJUSTMENT
010-034-008	00071 Centennial Avenue	Community Living Algoma	RT	B	13-038	2,267.16	1.06	2,268.22
030-056-038-03	00000 White Oak Drive East	Sault Ste. Marie City	CX	B	13-039	36.25	4.43	40.68
030-056-060	00018 Northern Avenue East	McCaig Vivian Mae	RT	D	13-040	67.33	3.56	70.89
030-065-002	00770 Great Northern Road	Lukenda Holdings Inc.	CT	D	13-041	30,320.85	96.07	30,416.92
030-092-044	00134 Schultz Side Road	Sault Ste. Marie City	RT	B	13-042	275.70	37.47	313.17
030-092-092	00684 Fourth Line East	Ryynpo Jason & Tracey	CT/RT	A	13-043	1.70	0.02	1.72
030-085-044	01116 Great Northern Road	Maitland Lewis Motors Ltd.	XT	C	13-044	1,180.01	-	1,180.01
030-095-012	00238 Old Trout Lake Road	Sault Ste. Marie City	RT	B	13-045	585.87	70.32	656.19
040-040-007	00549 Cathcart Street	Bichler Property Management Ltd.	CT/RT	A	13-046	823.05	6.12	829.17
060-029-027	00376 Borden Avenue	Crysler Wendy Elizabeth	RT	D	13-047		Confirmed	
			REPORT	TOTAL		35,557.92	219.05	35,776.97

Certified Correct:

Peter A Liepa
Tax Collector

- A. REALTY TAX CLASS CONVERSION (COMMERCIAL TAX CLASS TO RESIDENTIAL TAX CLAS
- 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

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

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

DATE: 2014 03 24
PAGE: 1 OF 1

ROLL NUMBER	PROPERTY ADDRESS	REASON	Unit Class	Tax Class	CANCELLATION			Interest	TOTAL
					Municipal Taxes	Education Taxes			
040-023-110-00	124 Albert St E Rear	Property vested in favour of the City from tax sale	Vacant Land	RTEP	\$ 7,678.17	\$ 418.32	\$ 2,066.76	\$ 10,163.25	
040-026-025-00	113 Cathcart St	Property vested in favour of the City from tax sale	Vacant Land	RTEP	\$ 10,068.06	\$ 327.83	\$ 4,003.08	\$ 14,398.97	
060-005-052-00	80 Glasgow Ave	Property vested in favour of the City from tax sale	Vacant Land	RTEP	\$ 1,860.40	\$ 251.43	\$ 748.17	\$ 2,860.00	
060-007-103-00	189 Carufel Ave Rear	Property vested in favour of the City from tax sale	Vacant Land	RTEP	\$ 368.28	\$ 49.98	\$ 183.90	\$ 602.16	
			REPORT	TOTAL	\$ 19,974.91	\$ 1,047.56	\$ 7,001.91	\$ 28,024.38	

Certified Correct:



Peter A. Liepa
City Tax Collector



COUNCIL REPORT

March 24, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: William Freiburger, Commissioner of Finance and Treasurer

DEPARTMENT: Finance Department

RE: Public Sector Salary Disclosure Act (PSSDA)

PURPOSE

The purpose of this report is to provide information concerning the Public Sector Salary Disclosure Act, 1996 (PSSDA).

BACKGROUND

Organizations that receive public funding from the Province of Ontario are required to disclose annually the names, positions, salaries and total taxable benefits of employees paid \$100,000 or more in a calendar year.

ANALYSIS

Attached is a listing of employees whose salary in 2013 exceeded \$100,000. The total list includes 124 employees compared to 105 in 2012. Below is a 5 year comparison of the number of employees included in this reporting:

Five Year Comparison

	2013	2012	2011	2010	2009
City Employees	24	18	20	18	19
Fire Employees	32	31	26	24	11
Library Employees	1	1	1	1	0
Police Employees	67	55	59	32	22
TOTAL	124	105	106	75	52

The attached Record of Employees' 2013 Salaries and Benefits is provided in the suggested format, and is available for public inspection in the City Clerk's Department and on the Ontario Ministry of Finance website on March 31, 2014 at www.fin.gov.on.ca/en/publications/salarydisclosure/2014/.

Report to Council – Public Sector Salary Disclosure Act
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IMPACT

Not applicable.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

That the report of the Commissioner of Finance and Treasurer concerning Public Sector Salary Disclosure for 2013 be received as information.

Respectfully submitted,



W. Freiburger, CMA
Commissioner of Finance & Treasurer

Recommended for approval,



Joseph M. Fratesi
Chief Administrative Officer

WF/kl

attachment

RECORD OF EMPLOYEES' 2013 SALARIES AND BENEFITS
REGISTRE DES TRAITEMENTS ET AVANTAGES VERSÉS AUX EMPLOYÉS EN 2013

Please refer to the guide Preparing Your Report for the Year 2013, *Public Sector Salary Disclosure Act* before filling out this form.

Se reporter au guide de Préparation du rapport de 2013 aux fins de la *Loi de 1996 sur la divulgation des traitements dans le secteur public* pour remplir la présente formule.

Cal Year / Année civile	Sector / Secteur	Employer / Employeur	Surname / Nom de famille	Given Name / Prénom	Position Title / Poste	Salary Paid / Traitement versé	Taxable Benefits / Avantages imposables
Insert additional rows at the end as needed / Insérer d'autres rangées au besoin							
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie	APOSTLE	NICHOLAS	Commissioner of Community Services.....	\$136,050.55	\$1,776.72
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	BAILEY	DAVID	Captain.....	\$109,948.48	\$976.85
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	BARBAN	JEFFREY	Operations Manager - Housing.....	\$100,392.90	\$1,324.42
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	BARRETT	TERRY	Captain.....	\$112,558.66	\$976.84
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	BEACH	JAMES	Captain.....	\$110,164.74	\$976.83
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	BOROWICZ-SIBENIK	MELANIE	Assistant City Solicitor.....	\$100,855.36	\$1,348.74
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	BRESCACIN	FRANK	Deputy Fire Chief.....	\$118,941.92	\$2,269.98
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	BUMBACCO	GEORGE	1st Class Firefighter.....	\$100,741.65	\$852.02
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	CAMPBELL	BRIAN	Captain.....	\$108,422.34	\$976.85
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	CHEESEMAN	JOSEPH	1st Class Firefighter.....	\$103,054.66	\$862.70
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	COCCIMIGLIO	FRANK	Manager of Information Systems.....	\$111,057.94	\$1,460.01
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	COLTHER	GLEN	Platoon Chief.....	\$117,155.54	\$1,028.09
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	DIONISI	MICHAEL	1st Class Firefighter.....	\$103,970.58	\$862.71
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	DOLCETTI	JERRY	Commissioner of Engineering & Planning.....	\$150,571.70	\$1,958.73
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	DUBOIS	TERRY	Platoon Chief.....	\$114,589.01	\$1,002.45
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	ELLIOTT	DONALD	Director of Engineering Services.....	\$123,139.79	\$1,610.76
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	FERA	NORMAN	Manager Community Centres.....	\$106,911.75	\$1,324.42
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	FERRIS	DAMON	Captain.....	\$110,943.30	\$976.84
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	FRATESI	JOSEPH	Chief Administrative Officer.....	\$195,741.70	\$2,472.56
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	FREIBURGER	WILLIAM	Commissioner of Finance & Treasurer.....	\$150,571.70	\$1,958.73
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	GILLESPIE	T. CHRIS	Captain.....	\$108,768.74	\$920.49
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	GIRARDI	LARRY	Commissioner of Public Works & Transportation.....	\$151,834.72	\$1,920.79
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	GRIGG	DAN	1st Class Firefighter.....	\$102,048.07	\$862.70
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	HAMILTON BEACH	SUSAN	Deputy Commissioner Public Works & Transportation.....	\$115,540.07	\$1,515.58
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	KENNY	NUALA	City Solicitor.....	\$143,857.37	\$1,876.98
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	KOZAK	BRIAN	Captain.....	\$108,366.40	\$976.86
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	LAJOIE	JEFFREY	1st Class Firefighter.....	\$102,382.63	\$862.69
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	LANG	DAVID	Platoon Chief.....	\$115,908.00	\$1,028.09
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	LEBEL	MICHAEL	Superintendent of Public Works.....	\$121,308.21	\$2,741.96
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	LEBEL	PATRICIA	Manager of Ontario Works.....	\$100,887.08	\$1,324.43
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	LIEPA	PETER	City Tax Collector.....	\$100,330.96	\$1,324.42
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	LUSZKA	JOHN	Commissioner of Human Resources.....	\$136,050.55	\$1,776.72
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	MAKI	DON	Chief Building Official.....	\$100,330.96	\$1,324.42
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	MARTYNUCK	STANLEY	Captain.....	\$113,393.14	\$976.84
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	MAY	JOSEPH	Platoon Chief.....	\$117,003.10	\$1,028.09
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	MCCONNELL	DONALD	Planning Director.....	\$111,057.94	\$1,460.01
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	MCDERMID	WAYNE	Captain.....	\$109,354.81	\$976.85
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	MILOSEVICH	PAUL	Assistant Fire Chief - Fire Prevention & Public Education.....	\$113,686.02	\$1,459.98
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	NIRO	PETER	Manager of Human Resources.....	\$101,033.46	\$1,324.42
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	PAGNUCCO	MICHAEL PAUL	Captain.....	\$107,242.91	\$949.39
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	PIHLAJA	RICHARD	Captain.....	\$107,917.04	\$967.94
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	PINNELL	MIRTON	Captain.....	\$109,802.39	\$976.86
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	PINO	ENRICO	Manager of Accounting.....	\$111,057.94	\$1,460.01
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	PROVENZANO	MARCEL	Fire Chief.....	\$158,455.68	\$2,687.69
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	RICHARDS	RANDY	Captain.....	\$110,231.32	\$976.86
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	ROBERTSON	DOUGLAS	Captain.....	\$111,218.49	\$976.84
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	RUSHWORTH	ROBERT	Manager - Emergency Medical Services.....	\$111,057.94	\$1,460.01
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	SCHELL	SHELLEY	Manager of Finance & Budgets.....	\$111,879.92	\$1,460.01
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	SCHILDROTH	TERRY	Captain.....	\$108,142.60	\$976.86
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	SCOTT	DON	Manager - Transit & Parking.....	\$100,330.96	\$1,324.42
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	SIMON	MICHAEL	1st Class Firefighter.....	\$104,983.42	\$862.71
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	SMITH	SCOTT	1st Class Firefighter.....	\$102,444.69	\$862.71
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	ST. JULES	JAMES	Assistant Fire Chief, Support Services Division.....	\$111,357.94	\$1,460.01
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	STARZOMSKI	ANDY	Manager Traffic & Communications.....	\$100,330.78	\$1,324.42
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	SWIFT	BRENT	Captain.....	\$108,142.60	\$976.86
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie	WHITE	MALCOLM	City Clerk.....	\$136,050.55	\$1,776.72

RECORD OF EMPLOYEES' 2013 SALARIES AND BENEFITS
REGISTRE DES TRAITEMENTS ET AVANTAGES VERSÉS AUX EMPLOYÉS EN 2013

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Cal Year / Année civile	Sector / Secteur	Employer / Employeur	Surname / Nom de famille	Given Name / Prénom	Position Title / Poste	Salary Paid / Traitément versé	Taxable Benefits / Avantages imposables
Insert additional rows at the end as needed / Insérer d'autres rangées au besoin							
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	ADDISON	JOSEPH	Constable.....	\$105,564.17	\$724.30
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	ARMSTRONG	THOMAS	Sergeant.....	\$120,423.46	\$749.65
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	BASKCOMB	DAVID	Sergeant.....	\$113,478.29	\$784.99
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	BEAULIEU	SHAUN	Constable.....	\$102,050.26	\$710.02
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	BOLDUC	BENTON	Constable.....	\$101,021.48	\$710.02
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	BROWN	FREDERICK	Constable.....	\$111,958.14	\$727.90
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	CHABOT	ROBERT	Constable.....	\$103,125.02	\$734.91
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	CHARTRAND	NORMAN	Sergeant.....	\$113,026.37	\$824.35
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	CHIAPPETTA	CHRISTOPHER	Sergeant.....	\$112,700.75	\$824.35
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	CREMA	RICHARD	Constable.....	\$100,134.40	\$724.30
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	CYR	SHAWN	Constable.....	\$101,146.92	\$724.30
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	DAVEY	MICHAEL	Staff Sergeant.....	\$121,346.45	\$824.35
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	DAVEY	STEVEN	Inspector.....	\$146,147.14	\$1,108.19
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	DAVIES	ROBERT	Chief of Police.....	\$199,099.83	\$13,359.34
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	DEWAR	DEREK	Constable.....	\$100,041.25	\$724.30
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	DUBAS	MARK	Sergeant.....	\$120,333.21	\$824.35
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	DUBIE	MARC	Constable.....	\$104,694.12	\$712.38
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	DUGUAY	BRENT	Sergeant.....	\$116,090.55	\$802.87
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	DUKES	KEVIN	Sergeant.....	\$117,058.06	\$802.87
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	EGAN	JAMES	Sergeant.....	\$106,967.81	\$824.35
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	FREEMAN	WILLIAM	Constable.....	\$106,302.48	\$710.02
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	GRECO	JODY	Sergeant.....	\$120,180.51	\$855.65
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	GUILD	SPENCER	Constable.....	\$108,461.34	\$710.02
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	GUZZETTI	DAVID	Constable.....	\$102,816.08	\$710.02
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	HRUSKA	KENNETH	Sergeant.....	\$128,299.85	\$899.32
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	JOHNSON	MICHELLE	Constable.....	\$106,200.43	\$742.29
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	KATES	ROBERT	Deputy Chief.....	\$176,341.01	\$9,316.82
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	KEATING	MATTHEW	Constable.....	\$100,073.82	\$692.14
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	KENOPIC	LISA	Sergeant.....	\$106,121.01	\$824.35
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	KENOPIC	MICHAEL	Sergeant.....	\$116,455.75	\$824.35
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	KING	DOUGLAS	Constable.....	\$104,825.94	\$749.23
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	LARUE	MARK	Sergeant.....	\$104,744.40	\$809.14
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	LINDSAY	STEVEN	Constable.....	\$101,065.64	\$749.23
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	LOBERT	PETER	Constable.....	\$102,410.52	\$762.32
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	MACFARLANE	DEREK	Constable.....	\$104,524.67	\$714.78
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	MACLEOD	GEOFFREY	Constable.....	\$110,998.13	\$742.29
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	MAGNAN	NICOLE	Constable.....	\$101,686.23	\$752.82
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	MAGNAN	RAYMOND	Sergeant.....	\$118,316.19	\$802.87
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	MANIACCO	MICHAEL	Constable.....	\$106,687.86	\$710.02
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	MARTYNUCK	JANE	Staff Sergeant.....	\$118,592.32	\$899.32
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	MIRON	STEVEN	Sergeant.....	\$100,417.78	\$780.53
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	NADON	MAURICE	Constable.....	\$104,475.38	\$710.02
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	NOVITSKI	JEFFREY	Constable.....	\$100,803.73	\$742.29
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	O'DELL	DAVID	Inspector.....	\$146,058.65	\$1,108.19
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	PAULI	ROBERT	Constable.....	\$103,717.53	\$727.90
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	PAYEUR	NORMAND	Sergeant.....	\$127,149.30	\$845.83
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	PLUSS	ARTHUR	Inspector.....	\$143,626.45	\$1,108.19
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	RALPH	BRENT	Sergeant.....	\$123,988.41	\$824.35
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	RICE	JOHN	Constable.....	\$120,243.98	\$824.35
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	ROLLIN	MONIQUE	Staff Sergeant.....	\$125,392.05	\$899.32
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	ROWE	MARTIN	Sergeant.....	\$118,350.73	\$824.35
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	SACCO	CLAUDIO	Sergeant.....	\$102,860.02	\$824.35
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	SGUIGNA	DAVID	Sergeant.....	\$111,503.46	\$760.10

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Cal Year / Année civile	Sector / Secteur	Employer / Employeur	Surname / Nom de famille	Given Name / Prénom	Position Title / Poste	Salary Paid / Traitément versé	Taxable Benefits / Avantages imposables
Insert additional rows at the end as needed / Insérer d'autres rangées au besoin							
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	SHEPLEY	KEVIN	Constable.....	\$105,419.78	\$710.02
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie- Police Services	SHIELLS	WILLIAM	Constable.....	\$112,812.68	\$749.23
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie- Police Services	SHIER	STEVEN	Constable.....	\$109,690.02	\$727.90
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie- Police Services	SIRIE	DARREN	Constable.....	\$102,921.84	\$710.02
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie- Police Services	SPARLING	SEAN	Inspector.....	\$114,344.70	\$877.99
2013	Municipalities & Services / Municipalités et services	City of Sault Ste. Marie- Police Services	TAYLOR	WAYNE	Constable.....	\$102,639.41	\$706.42
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie- Police Services	TRAIN	STEPHEN	Inspector.....	\$130,825.58	\$961.72
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie- Police Services	TRUDEAU	JOSEPH	Sergeant.....	\$124,561.21	\$824.35
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie- Police Services	TURCO	DANIEL	Constable.....	\$118,479.96	\$727.90
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie- Police Services	TURCO	LISA	Constable.....	\$103,274.91	\$710.02
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie- Police Services	VALLEE	LEVIS	Staff Sergeant.....	\$132,577.57	\$899.32
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie- Police Services	WRIGHT	ROBERT	Constable.....	\$102,053.54	\$724.30
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie- Police Services	WRIGHT	RONALD	Constable.....	\$104,621.66	\$749.23
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie- Police Services	ZAMBUSI	JOHN	Staff Sergeant.....	\$132,725.65	\$899.32
2013	Municipalities & Services / Municipalités et services	City of Sault Site. Marie- Public Library Board	ROSSNAGEL	ELIZABETH	CEO/Director of Public Libraries	\$137,760.97	\$1,766.25

This record has been approved by: / Ce registre a été approuvé par :

William Freiburger			Commissioner of Finance and Treasurer		
Name / Nom			Position Title / Poste		
705 759 5349			3-Mar-14		
Phone Number / Téléphone			Date / Date		

Prepared under the *Public Sector Salary Disclosure Act, 1996* / Préparé en vertu de la *Loi de 1996 sur la divulgation des traitements dans le secteur public*.



COUNCIL REPORT

March 24, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Malcolm White, City Clerk

DEPARTMENT: City Clerk's Department

RE: Municipal Coat of Arms

PURPOSE

The purpose of this report is to obtain approval of the preliminary artistic design of an accredited coat of arms for the City of Sault Ste. Marie.

BACKGROUND

The City has never had an official coat of arms. The emblem used as a “coat of arms” or “City crest” appears to have been introduced when the City was incorporated in 1912. In 1916, the City solicitor was asked to apply to the Dominion Government for copyright of the city’s crest (or coat of arms). The City’s legal department has determined that the coat of arms was never officially registered. On consultation with the Heraldic Authority, it appears that this is likely because Canadian municipal coats of arms were not granted at this time in history.

The official granting of a municipal coat of arms was recommended in a 2002 Corporate Communications Strategy and identified as an activity in the 2005 Strategic Plan. It soon became apparent that the existing emblem could not be accredited as an official coat of arms because its components do not conform to heraldic standards. (i.e. the royal crown may only be used with the express approval of the Queen and is reserved for military or para-military units; human supporters are not recommended, etc.)

In 2012 the Deputy Chief Herald of Canada contacted Mayor Amaroso advising that many municipalities use anniversaries as an opportunity to receive a grant of arms. On May 14, 2012 Council approved proceeding to seek an officially accredited coat of arms for the City.

The Coat of Arms committee is composed of: Councillors Susan Myers and Terry Sheehan, City Clerk Malcolm White, Deputy City Clerk Rachel Tyczinski, Celebrate

Report to Council – Municipal Coat of Arms

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100! Project Co-ordinator Donna Irving, Sault Ste. Marie Police Sergeant Ray Magnan and Sault Ste. Marie Museum Curator Kim Forbes.

The shield of the City's coat of arms will also be the basis of a coat of arms for the City's police service. Coats of arms of municipal police forces include the shield of the municipality within a wreath of maple leaves, with the provincial flower at its base and a royal crown at the top.

ANALYSIS

Once the coat of arms has been approved by the Governor General it will be in order to update the City's visual identity policy. Typically the entire coat of arms is used on official documents, while merely the shield portion is used for decals, etc.

Blazon

On July 15, 2013 Council approved the blazon (the formal description of the coat of arms from which the reader can reconstruct the image). The blazon was subsequently amended on September 9, 2013 to remove a helmet from the design in order to give the Clergue Block House more prominence.

Description and Symbolism

Arms: The shield has yellow-gold side sections and a blue centre section composed of a vertical stripe that angles out at the top and bottom. On the stripe section are two white chevrons pointing upwards, one above the other, with a whitefish above and a white lily flower below them.

The arms are in the colours of the city and the background of the design makes reference to its most famous feature, the historic lock gates of the Sault Ste. Marie Canal. The shape refers to the narrowing of the passage of water through the locks, and it also resembles the cross section of a steel girder, thus alluding to the steel industry that is an important part of the city's history. The whitefish is a species that has been found in great numbers in the Sault rapids. The lily is a symbol of St. Mary and thus alludes to the city's name; it also makes reference to city's French heritage.

Crest: The Clergue Block House in Sault Ste. Marie. The Block House is a distinctive local building, and one of the oldest in the city. Originally a fur trade structure used by the Northwest Company, it was acquired and expanded by Francis Clergue, an American industrialist who developed the city's industrial base in the 1890s. The Block House reflects Sault Ste. Marie's history both in the fur trade and subsequent industrialization.

Supporters: On either side of the shield is an Eastern, or timber, wolf in its natural grey colour, each holding the shaft of a hand crucible as used by steelworkers, in gold/yellow. They stand on a base of pine branches and gold or autumnal maple leaves, placed on white and blue waves from rapids.

The timber wolf is a powerful local animal known for its gregariousness. The crucibles, held by long shafts, are tools used by steelworkers to gather molten steel; as such, they provide another reference to the city's steel industry heritage. The base marks the significance of the local forestry industry, with the white-capped waves a reference to the Sault rapids. The maple leaves indicate the city's identity as a Canadian border municipality, their gold colour alluding to those in the coat of arms of Ontario.

Motto: This phrase in the Ojibway language appeared on the original emblem of Sault Ste. Marie, meaning "Settlement near the Ojibwe's big lake". We have confirmed with local First Nations language experts that the proper spelling is "Ojibwe Gchi Gami Odena". The motto will appear in calligraphy in the final design,

Local artist Eva Pilar-Cass was contracted by the Heraldic Authority to create the artistic rendition. She has completed preliminary artwork based on the approved blazon. Once the artwork has been approved, the final artwork will be created and the formal grant document produced.

The Coat of Arms committee is recommending approval of the preliminary artwork. Given that this is a Celebrate 100! Legacy project, it will be an honour for the City's coat of arms to be approved by a Governor General who is himself a former Saultite.

IMPACT

The cost of the preliminary design artwork is \$595.

The accredited coat of arms will be adopted incrementally. Electronic images (on letterhead, etc.) is easily changed. As new signage, etc. is replaced or becomes necessary, the new coat of arms will be used.

STRATEGIC PLAN

The adoption of an official coat of arms is identified as an activity in the Corporate Strategic Plan under Strategic Direction 2: Delivering Excellent Services; Objective 2A – Communications.

RECOMMENDATION

That the preliminary artwork design for an accredited municipal coat of arms for the City of Sault Ste. Marie be approved.

Respectfully submitted,

Recommended for approval,

Malcolm White
City Clerk

Joseph M. Fratesi
Chief Administrative Officer



Sault Ste. Marie, ON

Name/Nom

PRELIMINARY DESIGN / DESSIN PRÉLIMINAIRE

UNAUTHORIZED PUBLICATION PROHIBITED
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4 Feb 2014 71 Fehr 114 10/02/2014
Received / Reçu
Vérifié / Vérifié
FRASER HERALD
HERAUT FRASER
Approved / Approuvé
CHIEF HERALD OF CANADA
HERAUT D'ARMES DU CANADA

PETITIONER'S APPROVAL
APPROBATION DU DEMANDEUR

- Approved / Approuvé
- Approved with changes indicated
Approuvé avec changements indiqués

Signature

Date



Sault Ste. Marie, ON

Name/Nom

PRELIMINARY DESIGN / DESSIN PRÉLIMINAIRE

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**PETITIONER'S APPROVAL
APPROBATION DU DEMANDEUR**

- Approved / Approuvé
 Approved with changes indicated
Approuvé avec changements indiqués

4 Feb 2014 7/Dec/14

10/02/2014

Page 64 of 260

Received / Reçu

Verified / Vérifié

FRASER HERALD

Approved / Approuvé

CHIEF HERALD OF CANADA

Signature

Date



COUNCIL REPORT

March 24, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: William Freiburger, Commissioner of Finance and Treasurer

DEPARTMENT: Finance Department

**RE: 2013 Honoraria and Expenses –
Mayor & Council and Board & Committee Members**

PURPOSE

The purpose of this report is to provide a summary of Mayor & Council and Board & Committee Members Honoraria and Expenses paid during 2013 in accordance with Section 284(1) of The Municipal Act.

BACKGROUND

This report is provided annually to Mayor and Council.

ANALYSIS (if applicable)

Honoraria and expenses are within the approved budget.

IMPACT

Not applicable.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

That the report of the Commissioner of Finance and Treasurer concerning 2013 Honoraria and Expenses (Mayor, Council, Board and Committee Members) be received as information.

Respectfully submitted,

W. Freiburger, CMA

Commissioner of Finance & Treasurer

Recommended for approval

Joseph M. Fratesi

Chief Administrative Officer

WF/kl
attachments

The Corporation of the City of Sault Ste. Marie
Finance Department

**Summary of Honoraria and Expenses paid during 2013
for Mayor & Council, Board and Committee Members**

Sec. 284(1) The Municipal Act

By-law 2011-39

Mayor & Councillors

Mayor

D. Amaroso	- Honorarium	68,061.02	
	- Car Allowance	4,503.11	
	- Travel - Conferences	2,635.07	
	- Other City Business - Meetings	<u>1,766.29</u>	76,965.49

Councillors

M. Bruni	- Honorarium	21,872.16	
	- Car Allowance	2,500.82	
	- Travel - Conferences	<u>2,067.30</u>	26,440.28
S. Butland	- Honorarium	21,872.16	
	- Car Allowance	2,500.82	
	- Travel - Conferences	3,984.25	
	- Other City Business - Meetings	<u>1,060.89</u>	29,418.12
P. Christian	- Honorarium	21,872.16	
	- Car Allowance	2,500.82	
	- Travel - Other City Business - Meetings	<u>625.76</u>	24,998.74
F. Fata	- Honorarium	21,872.16	
	- Car Allowance	<u>2,500.82</u>	24,372.98
J. Krmpotich	- Honorarium	21,872.16	
	- Car Allowance	<u>2,500.82</u>	24,372.98

**Summary of Honoraria and Expenses paid during 2013
for Mayor & Council, Board and Committee Members**

F. Manzo	- Honorarium - Car Allowance	21,872.16 <u>2,500.82</u>	24,372.98
P. Mick	- Honorarium - Car Allowance - Travel - Conferences - Other City Business - Meetings	21,872.16 2,500.82 2,070.78 <u>270.98</u>	26,714.74
S. Myers	- Honorarium - Car Allowance - Travel - Conferences	21,872.16 2,500.82 <u>1,951.26</u>	26,324.24
R. Niro	- Honorarium - Car Allowance	21,872.16 <u>2,500.82</u>	24,372.98
T. Sheehan	- Honorarium - Car Allowance - Travel - Conferences - Other City Business - Meetings	21,872.16 2,500.82 2,035.39 <u>297.77</u>	26,706.14
L. Turco	- Honorarium - Car Allowance - Travel - Conferences - Executive Meetings	21,872.16 2,500.82 2,034.06 <u>2,914.81</u>	29,321.85
B. Watkins	- Honorarium - Car Allowance	21,872.16 <u>2,500.82</u>	24,372.98

Association of Municipalities of Ontario (AMO) Board

Councillor L. Turco - Costs paid by AMO 625.94

Federation of Northern Ontario Municipalities (FONOM) Board

Councillor L. Turco - Costs paid by FONOM 2,443.71

**Summary of Honoraria and Expenses paid during 2013
for Mayor & Council, Board and Committee Members**

Committee of Adjustment

By-law 2011-39

F. DelBosco	- Honorarium	1,206.62
R. Dumanski	- Honorarium	989.04
A. Gualazzi	- Honorarium	1,018.34
S. Farrell	- Honorarium	989.04
J. Moore	- Honorarium	989.04

Committee of Revision

By-law 2011-39

C. Barban	- Honorarium	0.00
S. Farrell	- Honorarium	0.00
O. Grandinetti	- Honorarium	0.00
L. Robibaro	- Honorarium	0.00

Fence Viewers Committee

By-law 2011-39

F. DelBosco	- Honorarium	0.00
L. Robibaro	- Honorarium	0.00
R. O'Neill	- Honorarium	0.00

Police Services Board

By-law 2011-39

Judge J. Greco	- Honorarium	902.63
R. Ten Brinke	- Honorarium	1,799.98
I. MacKenzie	- Honorarium	2,027.24
B. O'Neill	- Honorarium	1,784.12

Property Standards Appeal Committee

By-law 2011-39

C. Barban	- Honorarium	0.00
S. Farrell	- Honorarium	0.00
O. Grandinetti	- Honorarium	0.00



COUNCIL REPORT

March 24, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Nicholas J. Apostle, Commissioner Community Services

DEPARTMENT: Community Services Department

RE: Essar Centre – Magazine Review

PURPOSE

The purpose of this report is to advise Council of a recent news article from an independent news source regarding various aspects of the Essar Centre and Soo Greyhounds.

BACKGROUND

According to their website: “Stadium Journey Magazine was launched in November 2011 as a way to go into greater depth about the great stadiums in the various sports played around the world. Each month, we take a thematic look into one league or sport, providing readers with useful and entertaining original pieces.”

Recently they ran an article entitled: “The Hound Pound – Good Enough For The Great One”. The article is attached.

ANALYSIS

The article rates general aspects of the Essar Centre including Food & Beverage, Atmosphere, Neighbourhood, Fans, Access, Return on Investment, and Extras. An overall rating of 4.1 out of 5 was given by their correspondent.

IMPACT

This information has no impact on the City budget.

STRATEGIC PLAN

This matter is not addressed in the Corporate Strategic Plan.

RECOMMENDATION

That the report of the Commissioner of Community Services concerning the article by Stadium Journey Magazine entitled “The Hound Pound – Good Enough For The Great One” be received as information.

Respectfully submitted,



Nicholas J. Apostle
Commissioner Community Services

jb/council/essar centre critical review march 24

attachment

Recommended for approval



Joseph M. Fratesi
Chief Administrative Officer

Essar Centre ([map it](#))
269 Queen St E
Sault Ste Marie, ON P6A 1Y9
Canada

Sault Ste Marie Greyhounds website

Essar Centre website

Year Opened: 2006

Capacity: 5,000

The Hound Pound - Good Enough for The Great One

Official Review by [Dave Cottenie](#), Stadium Journey Special Correspondent

At basically the meeting place of Lake Michigan, Lake Huron and Lake Superior, lies the city of Sault Ste. Marie, Ontario. The pride and joy of the Sault is its OHL team, the Sault Ste. Marie Greyhounds.

Being a Northern Ontario team, the Greyhounds have some challenges that other teams don't have. Often hockey parents are not overly enthused with sending their 16 year old sons so far away from home. Possibly the most famous example of this occurred when the parents of Eric Lindros would not send him to the Greyhounds, and eventually he was traded to the Oshawa Generals. Parents now use opportunities in the NCAA to put pressure on OHL teams to send their sons to the teams of their choosing. The Greyhounds have continued to use the same response, as well they should: The Greyhounds were good enough for the greatest player ever - The Great One. The 1977 edition of the Greyhounds featured a skinny kid from Brantford, Ontario who would star for the team, and later go on to be the greatest player ever to pick up a hockey stick, Wayne Gretzky.

The Greyhounds are one of those cornerstone franchises that seem to have been in the league forever. Founded in the OHA in 1972, the Hounds would be a model of how a team could be successful in a Northern Ontario city. They have made 4 appearances in the Memorial Cup, and those trips are represented on their uniforms with the 4 stars. The ultimate prize came for the Hounds in 1993 when they defeated the Peterborough Petes to become Memorial Cup Champions.

Since 2006 the Hounds have called the Essar Centre home. Owned by the City of Sault Ste. Marie, and selling the naming rights to Essar Steel Algoma, the Essar Centre is one of the truly

excellent facilities in the OHL. The Essar Centre replaced the Sault Memorial Gardens, and is close to the original spot, with the Memorial Tower still there to this day.

The Hounds are currently owned by a local ownership group led by Dr. George Shunock and Dr. Lou Lukenda, but the Greyhounds name dates back to around the First World War. The Soo hockey team was unnamed, and rather than offer the chance to name the team to the public, Coach George MacNamara requested that the team be named Greyhounds because "a Greyhound is much faster than a wolf." Clearly this was a shot at what would be the Greyhounds chief rival, the Sudbury Wolves.

4.1

What is FANFARE?

The FANFARE scale is our metric device for rating each stadium experience. It covers the following:

- Food & Beverage
- Atmosphere
- Neighborhood
- Fans
- Access
- Return on Investment
- Extras

Each area is rated from 0 to 5 stars with 5 being the best. The overall composite score is the "FANFARE Score".

Food & Beverage 4

You will find the concession stands in the four corners of the building. The concessions are what you would expect to find at an OHL rink with a couple of exceptions. Soda products are Pepsi products and Coors Light is the beer that is available. The basics are available at all concession stands including hot dogs, popcorn, pretzels, pizza, fries and onion rings. Some options that are a little different include donuts and stuffed pretzels. Give the Southwest poppers a try. They are pretty good. The prices are average and won't kill the pocketbook.

Atmosphere 5

Being a newer arena, the fear of losing the history of the Sault Gardens is a real concern. The Greyhounds management has done a great job of balancing that new, clean, revenue-generating image of the new building, with some history and unique factors from the old days. Outside, the Memorial Tower, the last piece left over from the Sault Memorial Gardens, is a tip of the cap to Soo hockey history, and gives the Essar Centre a unique feature that other buildings do not have. The exterior of the Essar Centre is very appealing with lots of brick and glass.

Inside the building, the Greyhounds have done a wonderful job with the decor. It is simple, but strong. The arena is bright and inviting, the first departure from an older, darker arena.

The seating bowl at the Essar Centre is a simple one level bowl, with the concourse behind, similar to the [Sleeman Centre](#) in Guelph or the [RBC Centre](#) in Sarnia. On one side of the arena, the Greyhounds display their 12 banners commemorating division and league championships including their 3 J.Ross Robertson Cup banners as OHL Champions. On the end to the left the Greyhounds display the banners of their 5 retired numbers. These include John Vanbiesbrouck, Adam Foote, Craig Hartsburg, Ron Francis, and the aforementioned Wayne Gretzky. In the centre of these banners is the 1993 Memorial Cup Championship banner as the best team in the entire Canadian Hockey League. All of the banners are new, and although they don't have that historical feel to them, they are all crisp and clean and easy to read.

On the opposite end of the arena, there is some absolutely stunning local art. Above the seating bowl, where the Canadian and American flags hang, is a combination wooden and stained glass mural which displays some of the history of the Sault, and the city's relations with Aboriginal Canadians. This is definitely unique to any arena, and really beautiful.

The game production is not complicated, but it is effective. The Hounds skate out of a giant inflated dog, as do many other teams. The music is a combination of classic organ and modern/classic arena music. The Hounds mascot, Dash, entertains the crowd and captures the attention of the children. The sound system is clear, and the PA announcer is good. During the intermission, the local minor hockey teams play, but at this game, all 26 kids hit the ice at the same time. Definitely an entertaining spectacle.

Neighborhood 4

The Essar Centre is located basically a block from the waterfront, and across Bay Street from the Station Mall. There are a number of options for food or drink before or after the game. It is important to remember that it is very cold in the Sault during the winter months and you don't want to stray too far from your car during an evening game.

Some options in the immediate area include the Bay Front Bistro, and the Breakaway Bar and Grill. There are a ton of hotels that surround the arena as well, which may be your best bet for a place to stay. If you are coming from the other side of town, a stop at North 82 Steakhouse would be a great choice for a place to eat. If you are crossing the bridge into Michigan, then the Antlers Restaurant is a unique place to visit, and a taxidermist's dream come true.

Fans 4

The Greyhounds are routinely in the top 5 in attendance in the OHL. It would be fair to say that they are at the top of the second tier in attendance, behind London, Ottawa, Kitchener, and Windsor, all with much bigger buildings. The Hounds routinely average over 4,000 fans per game, and are one of the cornerstone franchises of the league. The fans in the Sault are not overly loud or boisterous, but they are definitely intense! The focus is always on the game.

Access 4

The Essar Centre is located between Queen and Bay Streets, not far from the waterfront, and the bridge to Sault Ste. Marie, Michigan. It's not hard to get to, but it is not exceedingly close to the Trans-Canada Highway. There is a decent sized parking lot on site, which is free, but fills up quickly. Many local patrons park at the Station Mall for game night, which also avoids parking charges. Inside, the concourses are decent size, and the bathroom facilities are good as well.

Return on Investment 5

Tickets for the Hounds will range between \$11 and \$17, depending on your age. Combine this with decent concession prices and free parking, and you have a fantastic night's entertainment in the frigid north.

Extras 3

An extra mark for former Greyhounds coach Muzz MacPherson and his place in hockey history. It was Coach MacPherson that convinced a young Wayne Gretzky that two nines were better than one when Wayne could not get his traditional number 9. It was with the Greyhounds, that Gretzky's now iconic number 99 was born.

An extra mark for the Dog-Fight rivalry that the Greyhounds have with the neighbouring Sudbury Wolves. If you have to choose one night to go see the Greyhounds, then look for a date that the Wolves are in town.

An extra mark for the fantastic local art that hangs in the Essar Centre.

Final Thoughts

If you happen to be in Sault Ste. Marie during the winter months, a trip to see the Greyhounds is an absolute must. A mixture of local flair, history, and a bright new arena are the recipe for this successful hockey franchise. If you have any doubts, remember that the Sault Ste. Marie Greyhounds were good enough for the Great One ... and they're good enough for you!



COUNCIL REPORT

March 24, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Nicholas J. Apostle, Commissioner Community Services

DEPARTMENT: Community Services Department

RE: Heritage Discovery Centre – Amendment to Contribution Agreement – Canadian Heritage

PURPOSE

The purpose of this report is to authorize the extension of the agreement with Canadian Heritage.

BACKGROUND

In April 2013 Council authorized the agreement with Canadian Heritage for the funding of the Heritage Discovery Centre.

Prior to entering into the agreement, verbal approval was received from the funding partner that the funding could be extended for a short period of time if required.

A review of the project timeline, earlier this year, showed that it was likely that we would not be able to meet Canadian Heritage's March 31, 2014 requirement for completion although approximately 90% of the project would be completed. Therefore, a written request was forwarded to Canadian Heritage for an extension to June 30, 2014.

Canadian Heritage has provided an amendment to the agreement for an extension to June 30, 2014. The amendment and by-law appear elsewhere on the agenda.

ANALYSIS

This section is not applicable to this matter

IMPACT

This section is not applicable to this matter.

STRATEGIC PLAN

Heritage Discovery 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 the Commissioner of Community Services concerning amending the agreement with Canadian Heritage be received and that Council authorize the signing of the amendment extending the agreement to June 30, 2014.

By-law 2014-55 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Nicholas J. Apostle
Commissioner Community Services

jb/council/hdc amendment to contribution agreement cdn heritage

attachment

AMENDMENT NO. 1

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".

WHEREAS the Minister has established the Canada Cultural Spaces Fund under which a commitment has been made to the expenditure of funds, which contribute to developing the long-term financial and organizational stability and viability of arts and heritage organizations.

WHEREAS on May 6, 2013, a contribution agreement became effective between Her Majesty and the Recipient:

WHEREAS since that time, new circumstances have arisen that require an amendment to that agreement;

WHEREAS the parties desire to remedy the situation and consequently to amend that agreement;

For these reasons, the parties agree to the following:

1. Articles – Section 3 – TERM is revoked and replaced with the following:

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 June 30, 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.

2. ANNEX D – PAYMENT CONDITIONS – 3.1.4 and 3.2 are revoked and replaced with the following:

3.1.4 Fiscal Year 2013-2014

Advance for the period of	Conditions or type of reports	Period covered by the report	Recipient's report submitted by
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		

March 2013	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 June 30, 2014	February 15, 2014
	Interim Activity Report	April 1, 2013 to January 31, 2014	

3.2 A final payment representing the holdback shall be made on receipt and acceptance of a Final Activity/Results Report and an Audited financial statement, signed by the Mayor and Deputy City Clerk.

Holdback	Audited Financial Report	April 1, 2012 to June 30, 2014	September 30, 2014
	Canada Cultural Spaces Fund - Budget Template, 'final report' column completed	April 1, 2012 to June 30, 2014	
	Final Activity / Results Report	April 1, 2012 to June 30, 2014	

All other terms and conditions remain in effect.

IN WITNESS WHEREOF, the parties have signed this Amendment to the Contribution Agreement.

Recipient

The Minister

Mayor Debbie Amaro
Corporation of the City of Sault Ste. Marie

Robert Hay
Director of Programs
Ontario Region

Date _____

Date _____

Rachel Tyczinski
Deputy City Clerk
Corporation of the City of Sault Ste. Marie

Date _____

Witness

Name (Print) _____

Name (Print) _____

Signature _____

Signature _____



COUNCIL REPORT

March 24, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Nicholas J. Apostle, Commissioner of Community Services

DEPARTMENT: Community Services Department

RE: John Rhodes Community Centre (JRCC) – Single Sourcing of Refrigeration System Repairs

PURPOSE

The purpose of this report is to advise Council of repairs that are required to the JRCC refrigeration system and to further seek approval to have this work single sourced to the company that originally installed the system and that has maintained it ever since.

BACKGROUND

In 1978 the JRCC arena was built and CIMCO Refrigeration installed the refrigeration system. In 1999 the JRCC was expanded to include a second ice pad and that time the expansion of the refrigeration system was single sourced to CIMCO Refrigeration.

The pieces of equipment that are slated to be repaired have been identified by the manufacturer and are in accordance with the manufacturer specifications. The scope of work is provided in the attached quote from CIMCO.

The nature of the repairs is such that a competitive pricing process cannot be undertaken. In addition, CIMCO is the only authorized company in Ontario to work on our make of compressors. Furthermore, because the entire refrigeration system was supplied, installed and maintained by CIMCO it is important to ensure that the repairs to these major components are done by CIMCO as well.

There have been previous occurrences where repairs have been required on the JRCC refrigeration system. In those past circumstances staff recommended that they be single sourced and Council approval was received.

The Manager of Purchasing has been consulted on this matter and is in agreement with single sourcing this work to CIMCO Refrigeration.

2014 03 24

Page 2.

ANALYSIS

This section does not apply to this issue.

IMPACT

At the October 7, 2013 Council meeting, it was reported, and approved, that the unspent funds for the 2013 JRCC condenser be carried forward to 2014 to fund the refrigeration repairs that are identified in this report. The amount being carried forward is approximately \$85,000. It wasn't until after the 2013 Budget was finalized that staff was advised of the repairs to the JRCC refrigeration system.

It is staff's recommendation that the work on the main compressor be undertaken, and the gasket for the Plate and Frame Heat Exchanger be replaced as identified in the attachment. The cost of this work is estimated at \$79,000. which is approximately \$6,000. less than the amount in the budget.

STRATEGIC PLAN

This matter is not specifically identified in the Corporate Strategic Plan.

RECOMMENDATION

That the report of the Commissioner of Community Services concerning the John Rhodes Community Centre Refrigeration System Repairs be received and the recommendation to single source the repair work to CIMCO Refrigeration be approved.

Respectfully submitted,



Nicholas J. Apostle
Commissioner Community Services

jb/council/jrcc single sourcing of refig repairs

cc: W. Freiburger, Commissioner of Finance & City Treasurer
 T. Gowans, Manager of Purchasing

attachment

TOROMONT**CIMCO**

John Rhodes Community Centre
280 Elizabeth St.
Sault Ste. Marie, ON P6A6J3

17/03/2014
Quote Number
140202RP 140203RP

Attention: Pat Proulx

Subject: New Compressors and re-gasketing of the P and F heat exchanger

Dear Pat,

Cimco Refrigeration is pleased to provide pricing to replace the compressors and re-gasket the Plate and Frame heat exchanger

Scope of Work – Screw Compressors

- Supply and install two new FRICK RXF compressor complete with oil filter, coalescing oil filter element, oil separator gasket, flange gaskets and six pails of oil.

Delivery : all items are in stock, either in Baltimore or in Toronto.

Price.....\$39,985.00 each HST extra
Please allow \$2,200 per compressor for core credit for a LEVEL 1 (Compressor in running order) \$500 core credit for a returned compressor not in running order.

Scope of work – Gasketing of P and F

- Supply and install new gaskets in the existing Alfa Laval Plate and Frame heat exchanger

Cimco (Budget) Price: \$38,895.00 HST extra
Please deduct \$5,000 if both compressors are replaced at the same time and please allow a credit of \$2,500 if only one of the compressors are replaced at the same time as the gaskets are replaced.

Ottawa – Tel: 613-271-4444
Toronto – Tel: 416-465-7581



Hamilton - Tel: 905-545-1081
London – Tel: 519-434-6444

Not Included: (use only the items that apply)

- The above pricing does not include Asbestos abatement or removal
- Any consequential damages and liability as a result to work performed by Cimco
- All work to be performed by Cimco would be during regular working hours.
- Provide opening or openings to allow entry of equipment into building and to its final location in the building.
- All cutting/patching /sealing through walls, ceilings, floors and roofs, to allow passage of piping and conduit necessary for our system.
- Supply forms and templates and level concrete housekeeping bases for equipment and install grouting as may be required by Cimco or Customer on completion.
- Additional refrigerant charge if necessary.
- Removal and disposal of old equipment.
- Breaking up and removal of existing concrete bases, piers, etc. and rubble.
- Additional material/labour if required by the boiler inspector, hydro inspector, health inspector, building inspector etc.
- If during a pump out of the refrigeration system, the shutoff valves do not hold the mechanics time and expenses required to remove the refrigerant, and repair the valves will be charged extra.
- It is understood that CIMCO will use normal care in performing the above services and shall not be liable for failure to other components associated with this repair.
- Environmental disposal and testing of existing refrigerant, glycol, brine, water, material or any other substance not mentioned.
- Any material or work not covered in this quotation or mentioned in the owner's obligations will be the responsibility of the owner.

Pricing is valid for 30 days.

We thank you for considering Cimco as your refrigeration services provider; we appreciate your business consideration and look forward to working with you on this project.

Regards,

Rich Poole
Account Manager
CIMCO Refrigeration
(905)761-9794
rpoole@toromont.com

Terms and Conditions of Sale

1. **Acceptance.** All claims for shortages or damage, or any rejection of the goods described on the front of this invoice (the "Goods") for non-conformity, must be made in writing within 5 days of receipt of the Goods. All Goods shipped at buyer's risk. No unauthorized returns. Minimum 15% handling charge on returned Goods.
 2. **Prices.** Unless otherwise specified by Cimco, prices are exclusive of all sales, use and other taxes imposed by any federal, provincial, municipal or other authority. Any tax or other charge which Cimco may be required to pay or collect in respect of the sale of the Goods may be added to invoice as a separate charge to be paid by the Customer.
 3. **Delivery and Risk.** Unless otherwise specified by Cimco, the Goods shall be sold f.o.b. Cimco's plant, and the following provisions shall apply: (a) all shipping charges shall be paid by the Customer; (b) in the absence of specific shipping instructions from the Customer which have been agreed to in writing by Cimco, delivery of the Goods to any carrier shall constitute delivery to the Customer; and (c) upon delivery of the Goods to the carrier, all risk of loss or damage to the Goods shall pass to the Customer. If Cimco has specified that it shall install the Goods, then Cimco shall assume responsibility for delivery of the Goods to the installation site and the risk of loss or damage to the Goods shall pass to the Customer on such delivery.
 4. **Payment.** This invoice is now due and payable. A late charge of 1.5% per month on all overdue amounts will be assessed on all invoices not paid within 10 days from the date of invoice. In addition, Customer agrees to pay Cimco a reasonable attorney's fee and all costs and expenses incurred in collecting amounts due Cimco hereunder following default by the Customer.
 5. **Title.** Title to the goods shall remain in Cimco, and the Goods shall remain personal property (notwithstanding that they may be installed or affixed to realty), until all amounts due hereunder have been paid in full. If the Customer fails to make any payment due hereunder, the unpaid balance of the price and all other charges hereunder shall, at the option of Cimco, become immediately due and payable. In such event, Cimco, and any agent which it may appoint, shall have the right to enter the premises where the Goods are located and take possession of the Goods and sell or otherwise dispose of the Goods as it may see fit, including by way of private sale. The Customer shall be responsible for deficiency remaining after any such sale and specifically waives the benefit of any applicable legislation restricting Cimco's right or remedies.
 6. **Insurance.** At its own expense, the Customer shall maintain, with insurers of recognized responsibility, insurance against loss or damage to the Goods from the time at which the risk of loss or damage passes to the Customer until the price has been paid in full. Such insurance shall be on terms usual in the trade, in an amount not less than the price, and shall provide that losses are payable to Cimco as its interest may appear. The Customer will ensure that Cimco is provided with a certificate of such insurance forthwith upon request.
 7. **Installation.** If Cimco has specified that it shall install the Goods, the following provisions shall apply: (a) Cimco shall have the right to subcontract all or any part of the installation work to others; (b) Cimco shall have the right to start installation immediately after delivery of the Goods to the installation site, and if the start of installation work is delayed beyond 30 days after such delivery, the full amount of the price and all charges hereunder, less any portion thereof separately specified as installation charges, shall at the option of Cimco become immediately due and payable; (c) unless requested by the Customer and agreed by Cimco, no Saturday, Sunday, holiday or other overtime labor will be provided in connection with installation work, and if provided, all premium wage costs incurred shall be added to the invoice as a separate charge to be paid by the Customer, and (d) "completion" of installation shall be deemed to occur when any of the following events takes place: (i) the Customer signs an acceptance certificate, (ii) Cimco has installed the Goods and successfully tested the installation, or (iii) the Customer commences regular use of the Goods.
 8. **Delays.** Delivery and installation dates are estimates only. Cimco will use its commercially reasonable efforts to meet such dates, but shall not be responsible for any loss or damage resulting from any delay whatsoever regardless of cause.
 9. **Changes.** Changes in the Goods may be requested by the Customer in writing, but shall be made only if agreed to in writing by Cimco. If any change results in an increase in the cost to Cimco of fulfilling its obligations hereunder, the price shall be increased accordingly on a basis determined by Cimco acting reasonably.
 10. **Limited Warranty.** Subject to the limitations set out below, Cimco warrants to the Customer that all Goods of Cimco's manufacture will be free from defects in materials and workmanship for a period of ninety (90) days from (i) the date of shipment in the case of Goods not installed by Cimco and (ii) the date of completion (as defined in paragraph d of section 7) in the case of Goods installed by Cimco. Goods which are not of Cimco's manufacture will carry the warranty (if any) provided by the original supplier or manufacturer, and any warranty by Cimco in respect thereof is expressly excluded.
- Cimco's obligation under this warranty in respect of Goods which it has not installed shall be limited to repairing or replacing such Goods, or any defective parts thereof, f.o.b. the original point of shipment, provided such Goods or defective parts are returned to Cimco and found by Cimco's inspection to be defective in materials or workmanship. In this connection, Cimco shall not be responsible for any costs of installation, removal or transportation.
- Cimco's obligation under this warranty in respect of Goods which it has installed shall be limited to repairing or replacing such Goods, or any defective parts thereof, at the installation site. In this connection, Cimco shall be responsible for all of the costs which it incurs, except for the expenses incurred by Cimco's employees and agents in traveling to the installation site and charges for overtime labor which shall be for the Customer's account.
- This warranty shall apply only if Cimco receives written notice of the Customer's claim during the warranty period, and then only if the Customer has fully complied with the terms of payment. This warranty shall not apply to any Goods which, in the opinion of Cimco, have been subject to misuse, neglect, accident, alteration or improper installation by anyone other than Cimco. This warranty is extended only to the Customer and is not transferable.
- There are no other conditions, warranties or representations, express or implied, statutory or otherwise, as to the character or quality of the Goods. In particular, there are no implied conditions or warranties as to merchantability or fitness of the Goods for any particular purpose.**
- Cimco shall not be liable in contract or otherwise for any loss, damage, expense or injury of any kind, arising out of or in connection with the installation, use or failure of the Goods, or any defect therein, even if caused by the negligence of Cimco, its employees, agents or representatives. In no event shall Cimco be liable for any direct, indirect, special or consequential damages of any kind whatsoever.
11. **General.** Unless otherwise specified by Cimco, the laws of the province of Ontario shall govern this agreement. If Cimco has specified that it shall install the Goods, the laws of the province or jurisdiction where installation takes place shall govern this agreement. Customer shall not assign neither this agreement nor any right or obligation arising hereunder. In the event that either party shall on any occasion fail to perform or fulfill any of the terms of this agreement and the other party shall not enforce that term, the failure to enforce on that occasion shall not prevent enforcement on any other occasion. Each of the provisions and parts thereof of this agreement are intended to operate independently of the others. It is the intention of the parties that in the event that a court or other competent tribunal determines that any provision or part hereof of this agreement is unenforceable for any reason, all other provisions and parts thereof shall remain valid and legally binding. The remedies provided to Cimco under this agreement shall be cumulative and in addition to all other remedies provided by law. The headings to the paragraphs of this agreement are provided for ease of reference only and shall not be construed to vary or limit the terms hereof. This agreement has been written in the English language in accordance with the wishes of both parties.



COUNCIL REPORT

2014 03 24

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Carl Rumieli, P. Eng., Design and Construction Engineer

DEPARTMENT: Engineering and Planning Department

RE: Bill 69, The Prompt Payment Act, 2013

PURPOSE

The purpose of this report is to receive the endorsement of Council to send a letter to our Member of Provincial Parliament, David Orazietti and the Members of the Standing Committee on Regulations and Private Bills expressing that we do not support Bill 69, The Prompt Payment Act, as it is currently drafted.

BACKGROUND

Bill 69, *The Prompt Payment Act, 2013* has been referred to the Standing Committee on Regulations and Private Bills of the Ontario Legislature.

The Prompt Payment Act, a Private Members Bill proposed by Liberal MPP Steven Del Duca will set strong limits on municipalities' freedom of contract for construction and infrastructure projects if it is passed without amendment. To ensure contractors and sub-contractors are paid quickly when they undertake work, the Act would:

- Amend all construction contracts to conform – no ability to negotiate payment terms;
- Eliminate any hold-back (including warranty and maintenance) beyond that allowed under the *Construction Liens Act* and allow one day to release that hold back;
- Not permit payments tied to contract or construction milestones;
- Require progress payments every 31 days or less;
- Deem payment applications as accepted within 10 days unless the payer provides written notice and full particulars;
- Payment applications can be based on services performed or materials delivered – or services and materials to be supplied;
- Allow suspension or termination of a contract if progress payments are not paid on time; and
- Allow contractors to request financial information regarding the construction owners' viability to undertake a project without limit.

ANALYSIS

The Association of Municipalities of Ontario (“AMO”) is requesting that Bill 69, *The Prompt Payment Act, 2013* be amended to allow municipalities to continue to exert prudent stewardship over public financial resources by:

- reflecting more realistic timelines for payments in infrastructure projects;
- allowing time for due diligence before accepting work and certifying payments; and
- allow payments to continue to be tied to project milestones;

As of part of their efforts, AMO is urging that Municipalities send a letter to MPPs and Members of the Standing Committee on Regulations and Private Bills requesting that this Bill be amended to reflect the above points.

IMPACT

Although there is no immediate financial impact, the potential loss of control and ability to effectively and responsibly manage public funds that this Bill would present could severely impact future Municipal projects.

STRATEGIC PLAN

This is not linked to the Strategic Plan.

RECOMMENDATION

Be it resolved that Council endorse that the attached letter outlining our concerns about Bill 69 be sent by the City to David Orazietti and the Members of the Standing Committee on Regulations and Private Bills.

Respectfully submitted,



Carl Rumiell, P. Eng.
Design and Construction Engineer

Recommended for approval,



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

CR/bb

Recommended for approval



Joseph M. Fratesi
Chief Administrative Officer



Hon. David Orazietti, MPP
Minister of Natural Resources
432 Great Northern Road
Unit 202
Sault Ste. Marie, ON P6B 4Z9

Re: Bill 69, *The Prompt Payments Act, 2013 - An Act respecting payments made under contracts and subcontracts in the construction industry*

I am writing to you today regarding Bill 69, *The Prompt Payments Act, 2013*. This legislation will have significant impacts on my municipalities' ability to manage taxpayer funds prudently in construction and infrastructure contracts. If it is passed as is, Bill 69 could negatively impact municipalities, other public sector organizations, provincial government ministries and agencies as well as potentially residents and homeowners.

In particular, Bill 69 will limit our ability to contract for the best payment arrangements to safeguard public funds in each construction project we manage. It imposes unrealistic and imprudent timelines for payment and to review work and certify payments; limits our ability to hold back reserves for warranty and maintenance; and does not reflect the complex nature of financial arrangements under large infrastructure projects.

As a result, we are requesting that Bill 69 be amended to:

- reflect more realistic timelines for payments in infrastructure projects;
- allow time for due diligence before accepting work and certifying payments; and
- allow payments to continue to be tied to project milestones;

Sincerely,

C: The Honourable Kathleen Wynne, Premier of Ontario
The Honourable Linda Jeffrey, Minister of Municipal Affairs and Housing
Steven Del Duca, MPP, Vaughan
Andrea Horwath, NDP Leader
Tim Hudak, PC Leader

*Forward to J. Delle
D. Elliott
Carr Panel*

Bianca Berlingieri

From: AMO Communications <communicate@amo.on.ca>
Sent: Monday, February 24, 2014 4:29 PM
To: j.fratesi (Internet)
Subject: AMO BREAKING NEWS - Bill 69

TO THE IMMEDIATE ATTENTION OF THE CLERK AND COUNCIL

February 24, 2014

Prompt Payment Act, 2013 – Immediate Municipal Action Required

Bill 69, *The Prompt Payment Act, 2013* has been referred to the Standing Committee on Regulations and Private Bills of the Ontario Legislature. Municipalities are urged to write to the members of the Standing Committee, the party leaders and their local MPPs. Following is a sample letter municipalities can use to voice their concerns.

The Prompt Payment Act, a Private Members Bill proposed by Liberal MPP Steven Del Duca will set strong limits on municipalities' freedom of contract for construction and infrastructure projects if it is passed without amendment. To ensure contractors and sub-contractors are paid quickly when they undertake work, the Act would:

- Amend all construction contracts to conform – no ability to negotiate payment terms;
- Eliminate any hold-back (including warranty and maintenance) beyond that allowed under the *Construction Liens Act* and allow one day to release that hold back;
- Not permit payments tied to contract or construction milestones;
- Require progress payments every 31 days or less;
- Deem payment applications as accepted within 10 days unless the payer provides written notice and full particulars;
- Payment applications can be based on services performed or materials delivered – or services and materials to be supplied;
- Allow suspension or termination of a contract if progress payments are not paid on time; and
- Allow contractors to request financial information regarding the construction owners' viability to undertake a project without limit.

Bill 69 provides for extremely short payment timelines that will not allow for appropriate review of work and certification of the payments process. The Bill could result in costly work stoppages and restarts and potential litigation to settle disputes.

AMO is requesting that Bill 69, *The Prompt Payment Act, 2013* be amended to allow municipalities to continue to exert prudent stewardship over public financial resources by:

- reflecting more realistic timelines for payments in infrastructure projects;
- allowing time for due diligence before accepting work and certifying payments; and
- allow payments to continue to be tied to project milestones;

AMO Contact: Craig Reid, Senior Advisor, E-mail creid@amo.on.ca, 416.971.9856 ext. 334.

Members of the Standing Committee on Regulations and Private Bills

c/o Valerie Quioc Lim, Committee Clerk

valerie_quioc@ontla.ola.org

Local MPPs

Dear (_____):

Re: Bill 69, *The Prompt Payments Act, 2013 - An Act respecting payments made under contracts and subcontracts in the construction industry*

I am writing to you today regarding Bill 69, *The Prompt Payments Act, 2013*. This legislation will have significant impacts on my municipalities' ability to manage taxpayer funds prudently in construction and infrastructure contracts. If it is passed as is, Bill 69 could negatively impact municipalities, other public sector organizations, provincial government ministries and agencies as well as potentially residents and homeowners.

In particular, Bill 69 will limit our ability to contract for the best payment arrangements to safeguard public funds in each construction project we manage. It imposes unrealistic and imprudent timelines for payment and to review work and certify payments; limits our ability to hold back reserves for warranty and maintenance; and does not reflect the complex nature of financial arrangements under large infrastructure projects.

As a result, we are requesting that Bill 69 be amended to:

- reflect more realistic timelines for payments in infrastructure projects;
- allow time for due diligence before accepting work and certifying payments; and
- allow payments to continue to be tied to project milestones;

Sincerely,

(Name)

cc: The Honourable Kathleen Wynne, Premier of Ontario
The Honourable Linda Jeffrey, Minister of Municipal Affairs and Housing
Steven Del Duca, MPP, Vaughan
Andrea Horwath, NDP Leader
Tim Hudak, PC Leader



COUNCIL REPORT

2014 03 24

TO: Mayor Debbie Amaroso and Members of City Council
AUTHOR: Don Elliott, P. Eng., Director of Engineering Services
DEPARTMENT: Engineering and Planning Department
**RE: Queen Street East – Environmental Assessment
Conversion from Four Lanes to Three with Cycling Lanes**

PURPOSE

The purpose of the report is to advise Council that the Environmental Assessment for Queen Street East lane reconfiguration has been completed, and a Notice of Completion can be published.

BACKGROUND

The approved Cycling Master Plan identified Queen Street East as a primary cycling route, and engineering reports in the past have concluded that Queen Street would function well as a three lane road – one lane in each direction with a center left turn lane. The width of the fourth lane would become curbside cycling lanes in each direction. The Class Environmental Assessment process does not specifically address this initiative. It is left to the proponent to gauge public interest and determine the appropriate class of Environmental Assessment (EA). Given the high interest level at our first Open House, it was determined that a 'Class B' EA was appropriate.

ANALYSIS

A Class B Environmental Assessment has now been completed for the lane reconfiguration. The preferred alternative is the conversion to three lanes, with curbside cycling lanes. The second Open House was well attended and there was considerable support for the preferred alternative. At this time, a Notice of Completion will be published identifying the preferred alternative. There is a 30 day period after publication of the Notice during which an individual or agency can request a Part II Order for a full EA. The Environmental Study Report is available for review during that period.

Report to Council – Queen Street East – Environmental Assessment
Conversion from Four Lanes to Three with Cycling Lanes

2014 03 24

Page 2

If a Part II Order is not received, we will proceed with the new lane configuration. If a Part II Order is received there is a three to four month period during which the Minister of the Environment evaluates and rules on whether or not we are required to complete a full EA.

The resurfacing project will proceed through the summer months. The painting of the lane configuration is done during final surface paving.

IMPACT

There is no additional budgetary impact for a notice of completion.

STRATEGIC PLAN

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

RECOMMENDATION

Be it resolved that Council accept the preferred alternative developed in the Environmental Assessment for the Queen Street lane reconfiguration as information and staff proceed to publish the Notice of Completion.

Respectfully submitted,



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

Recommended for approval,



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

DE/bb

Recommended for approval



Joseph M. Fratesi
Chief Administrative Officer



COUNCIL REPORT

March 24, 2014

File: B-07-08

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Madison Zuppa, Environmental Initiatives Coordinator

DEPARTMENT: Engineering and Planning Department

RE: 20-Minute Sault Ste. Marie Makeover Sponsorship Agreement

PURPOSE

The purpose of the report is to request Council approval for the CTV Sponsorship Agreement for the 20-Minute Sault Ste. Marie Makeover.

BACKGROUND

The City of Sault Ste. Marie will be hosting the 3rd Annual 20-Minute Sault Ste. Marie Makeover on April 22, 2014. In an effort to secure sponsors for the event, City staff forwarded requests to relevant local businesses and media organizations. On February 27, 2014, CTV Television responded with specified terms that are outlined in a Sponsorship Agreement located elsewhere on the Agenda for Council's consideration. It is the opinion of City staff that the proposed Sponsorship Agreement will assist in bringing event information to even more local residents than past years.

IMPACT

CTV is proposing \$4,000 of coverage to promote the 20-Minute Sault Ste. Marie Makeover with a commitment of \$1,000 from the Corporation of the City of Sault Ste. Marie. This will be funded through the Green Committee's Project Expenditure budget.

STRATEGIC PLAN

The Corporate Strategic Plan contains numerous references to environmental awareness and a reduction in CO2 emissions; however, the 20-Minute Sault Ste. Marie Makeover is not included.

2014 03 24

Page 2

RECOMMENDATION

Be it resolved that the report of the Environmental Initiatives Coordinator be received. By-law 2014-63 appears elsewhere on the agenda authorizing the CTV Sponsorship Agreement and is recommended for approval.

Respectfully submitted,



Madison Zuppa, MES
Environmental Initiatives Coordinator

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

Recommended for approval



Joseph M. Fratesi
Chief Administrative Officer



COUNCIL REPORT

March 24, 2014

TO: Mayor Debbie Amaroso and Members of City Council

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

DEPARTMENT: Engineering and Planning Department

RE: BELLEVUE SANITARY SEWER OVERFLOW TANK AND PIM STREET PUMP STATION WET WELL INSPECTIONS

PURPOSE

The purpose of this report is to request approval for engineering fees related to tank and wet well inspections at the Bellevue Sanitary Sewer Overflow, and Pim Street pump station locations.

BACKGROUND

The Bellevue Sanitary Sewer Overflow tank and the Pim Street pump station wet well, are both located underground, with parking infrastructure situated above the structures. As a result, ongoing inspection of the tanks is recommended.

ANALYSIS

Follow-up inspections will be scheduled, subsequent to obtaining results from the initial review. A two year inspection cycle is anticipated at the onset, dependent on results.

IMPACT

When recoverable HST is removed, the City's cost to complete this project is projected to be approximately \$35,000 for the initial inspection, to be funded from the sanitary sewer surcharge account. This project is within the annual capital budget of \$1,000,000 for the sewage treatment plants and large pump stations. Future inspections will be in the range of approximately \$16,000, subject to inflation, and results of the initial inspection.

STRATEGIC PLAN

Although not specifically mentioned, this task is linked to Strategic Direction 1, Developing Solid Infrastructure, Objective 1A, Environmental Leadership.

Report to Council – Bellevue Sanitary Sewer Overflow Tank and Pim Street
Pump Station Wet Well Inspections
2014 03 24
Page 2

RECOMMENDATION

Be it resolved that the report of the Land Development and Environmental Engineer be received and the recommendation that the City enter into an agreement for engineering services with Stem Engineering Group be approved.

By-law 2014-64 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

C. Taddo

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

Recommended for approval,

Jerry Dolcetti

Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

Recommended for approval

J. Fratesi

Joseph M. Fratesi
Chief Administrative Officer

AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

MEMORANDUM OF AGREEMENT dated the 17th day of March

A. D. 2014

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

STEM ENGINEERING GROUP INCORPORATED

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to have their SSO Tanks, at Bellevue Park and at Pim and Bay Streets, inspected to insure that the structural integrity is maintained and then any deterioration is addressed and corrected as soon as possible.

HEREINAFTER called the 'Project' and has requested the Consultant to furnish professional services in connection therewith;

This work will include the inspection of the two affected tanks, as part of the City's biennial inspection program.

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS**1.01 Retaliner**

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

1.02 Services

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

1.03 Compensation

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.

1.04 Staff and Methods

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

1.05 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the client indemnifies the Consultant for unauthorized use of the documents and deliverables.

1.06 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be considered as Intellectual Property and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

1.07 Records and Audit

- (a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.
- (b) The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

- (c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.08 Changes and Alterations and Additional Services

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3. In the event the client delays the project the consultant shall have the right to renegotiate the agreement.

1.09 Suspension or Termination

Either party may, at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3 for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

1.10 Indemnification

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client within this project.

1.11 Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant and its employees for the Client's damages.

(a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$2,000,000 per occurrence and in the aggregate for general liability and \$2,000,000 for automobile insurance. When requested, the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

(b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$1,000,000 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

(c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

1.12 Contracting for Construction

Neither the Consultant, nor any person, firm nor corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.13 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.14 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.23.1 (c).

1.17 Sub-Consultants

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

1.18 Inspection

The client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the client.

1.21 Dispute Resolution

- (a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the parties.
- (d) The provisions of The Arbitration's Act, R.S.O., 1991, Chapter 17, as amended shall apply.

1.22 Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

1.23 Estimates, Schedules and Staff List**1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List**

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

- (a) An estimate of the total fees to be paid for the Services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client.

1.23.2 Subsequent Changes In the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior written approval, from the Client for any of the following changes:

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

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 Additional Conditions**Electronic Data Files and CAD Files:**

The Consultant will deliver to the Client (electronically or on tangible electronic storage media or otherwise) certain CAD files or electronic data files (the "Files") prepared by the Consultant solely for its own use. It is acknowledged that due to the nature of such electronic "Files", information contained therein could inadvertently be altered or erased by any person having access to them. Therefore, the Consultant gives no warranty or condition to the Client with respect to the "Files" and the data contained therein. The "Files" will not be stamped, certified or signed by the Consultant. Any use of the "Files" by the Client will be at the sole risk of the Client.

ARTICLE 2 – SERVICES**2.01 Services to be provided by STEM Engineering Group Incorporated**

Two Sanitary Sewage Overflow (SSO) tanks will be inspected for this project and a status report will be prepared outlining the condition and what, if any, remedial measures are required. The tanks are listed as:

- (a) Bellevue Park SSO Tank
- (b) Pim Street Pump Station

ARTICLE 3 – FEES AND DISBURSEMENTS**3.1 Definitions**

For the purpose of this Agreement, the following definitions shall apply:

(a) Payroll Cost

Payroll Cost is defined as hourly salary plus payroll burden.

- (i) The following formula shall be used to calculate the hourly salary for the billing purposes. Hourly salary equals:

$$\frac{\text{Annual Salary}}{\text{Hours per week} \times 52 \times .85}$$

- (ii) Payroll burden equals fringe benefits expressed as a percentage of salary that provides for health and medical insurance, group life and disability insurance, company and Canada pension employer contribution, Workers' Compensation and Unemployment Insurance, but excludes bonuses or profit sharing. For the purposes of this agreement payroll burden is 12.4 %.

(b) Cost of the Work:

- (i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- (ii) Wherever the client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- (iii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- (iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- (v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

(c) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Time Basis

The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be as follows:

- (a) Principals and Executives on normal assignments \$130.00 per hour. This rate will be reviewed annually and adjusted accordingly.
- (b) Staff on normal assignments – Payroll Cost plus 100%.
- (c) Principals, Executives and staff rendering individual services on assignments for which they are eminently qualified and for which they require little or no assistance including providing expert testimony and attendance at hearings or courts - \$140.00 per hour.
- (d) Services during Construction
 - (i) For all services, except for staff full-time continuously on site:
 - a) Principals and Executives on Normal assignments\$130.00 per hour.
This rate will be reviewed annually and adjusted accordingly.
 - b) Other Staff: Payroll Cost Plus 100%.
 - (ii) For site staff working full time continuously.... Payroll Cost plus 70%.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the consultant may from time to time seek approval from the client to adjust hourly rates and such approval shall not be unreasonably withheld.

Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

3.2.2 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.

3.2.2.1 Information Technology and Reprographic (ITR) Expenses.

Costs incurred by the Consultant shall be reimbursed at a standard charge rate of \$10.00 per labour hour expended. The assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The ITR charge shall also include all regular in-house convenience copying and printing. Cost for reproducing specifications and drawing sets shall not be included in this rate. (see above).

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

(a) Monthly Payment

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented, by the Client upon receipt. Interest at the annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

- (b)** The Consultant reserves the right, without penalty, to discontinue services in the event of non-payment.
- (c)** If the project is abandoned or delayed for any reason beyond the Consultant's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses.

3.4 Fee Estimate

Estimated Fees are contained in Appendix 1. The rates used in the estimates are representative of the type of individual who will perform the work, but the actual rates will be billed as per Article 3.

SIGNED, SEALED AND DELIVERED

in the presence of:

) _____
)
)
)
)

STEM ENGINEERING

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

Mark P. Coleman, P. Eng.
Principal

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

The signatory shall have the authority to bind the municipality or its agency for purposes of this agreement

MAYOR – Debbie Amaroso

CITY CLERK – Malcolm White

Appendix 1

Engineering Estimate



875 Queen Street East, suite 2
Sault Ste. Marie, Ontario
P6A 2B3

p.705.942.6628
f.705.942.7515

ENGINEERING ESTIMATE

Project:	Bellevue Park SSO Tank - 2014	Project No.	13174.01
Description:	Condition Survey of U/G Structure	Date:	February 6, 2014

TASK	DESCRIPTION	HOURS	RATE	COST
Preliminary	-allow	2.00	\$140.00	\$280.00
Pre-Inspection	Prepare Inspection sheets - allow	15.00	\$120.00	\$1,800.00
	Prepare Confined Space Plan	8.00	\$140.00	\$1,120.00
Field Portion	Engineer 4 for 2 days @ 7.5 hrs / day (Tank portion)	15.00	\$120.00	\$1,800.00
	Engineer 5 for 2 days @ 7.5 hrs / day	15.00	\$140.00	\$2,100.00
	Designer 3 for 2 days @ 7.5 hrs / day	15.00	\$75.00	\$1,125.00
	Engineer 4 for 1 day @ 7.5 hrs / day (Bldg portion)	7.50	\$120.00	\$900.00
	Engineer 5 for 2 hrs	2.00	\$140.00	\$280.00
	Designer 3 for 1 day @ 7.5 hrs / day	7.50	\$75.00	\$562.50
Confined Space Access	Guardian Rescue (2 Days)			\$5,000.00
Analysis	Allow 2 days Eng 4	15.00	\$120.00	\$1,800.00
Review/Compile/Report	Allow 2 days Eng 4	15.00	\$120.00	\$1,800.00
	Allow 1/2 day Eng 5 (Discuss and review)	4.00	\$140.00	\$560.00
	Allow 2 days Designer 3	15.00	\$75.00	\$1,125.00
Clerical	Allow	4.00	\$50.00	\$200.00
Supervision	Allow	4.00	\$140.00	\$560.00
Disbursements	Monitor rental (allow)			\$200.00
	Mileage (allow)			\$50.00
		SUBTOTAL	144.00	\$ 21,262.50
		13% HST		\$2,764.13
		TOTAL		\$24,026.63



875 Queen Street East, suite 2
Sault Ste. Marie, Ontario
P6A 2B3

p.705.942.6628
f.705.942.7515

ENGINEERING ESTIMATE

Project:	Pim Street Pump Station - 2014	Project No.	13174.02
Description:	Condition Survey of U/G Structure	Date:	February 6, 2014

TASK	DESCRIPTION	HOURS	RATE	COST
Preliminary	-allow	2.00	\$140.00	\$280.00
Pre-Inspection	Prepare Inspection sheets - allow	10.00	\$120.00	\$1,200.00
	Prepare Confined Space Plan	4.00	\$140.00	\$560.00
Field Portion	Engineer 4 for 1 day @ 7.5 hrs / day (Tank portion)	7.50	\$120.00	\$900.00
	Engineer 5 for 1 day @ 7.5 hrs / day	7.50	\$140.00	\$1,050.00
	Designer 3 for 1 day @ 7.5 hrs / day	7.50	\$75.00	\$562.50
	Engineer 4 for 1/2 day @ 4 hrs (Bldg portion)	4.00	\$120.00	\$480.00
	Engineer 5 for 1 hr	1.00	\$140.00	\$140.00
	Designer 3 for 1/2 day @ 4 hrs	4.00	\$75.00	\$300.00
Confined Space Access	Guardian Rescue (1 Day)			\$2,500.00
Analysis	Allow 1 day Eng 4	7.50	\$120.00	\$900.00
Review/Compile/Report	Allow 12 hours Eng 4	12.00	\$120.00	\$1,440.00
	Allow 3 hours Eng 5 (Discuss and review)	4.00	\$140.00	\$560.00
	Allow 2 days Designer 3 drawings	15.00	\$75.00	\$1,125.00
Clerical	Allow	4.00	\$50.00	\$200.00
Supervision	Allow	4.00	\$140.00	\$560.00
Disbursements	Monitor rental (allow)			\$200.00
	Mileage (allow)			\$50.00
		SUBTOTAL	94.00	\$ 13,007.50
		13% HST		\$1,690.98
		TOTAL		\$14,698.48



COUNCIL REPORT

2014 03 24

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Carl Rumieli, P. Eng., Design and Construction Engineer

DEPARTMENT: Engineering and Planning Department

**RE: Construction of Sidewalk – Queen Street East
(Pine Street to the Sault Ste. Marie Golf Course Entrance)**

PURPOSE

The purpose of this report is to inform Council that a sufficient petition was received against the Local Improvement initiative to construct a sidewalk on the south side of Queen Street from Pine Street to the Sault Ste. Marie Golf Course entrance.

BACKGROUND

At the 2014 01 20 meeting, Council approved a by-law to initiate the Local Improvement process to construct a sidewalk on the south side of Queen Street from Pine Street to the Sault Ste. Marie Golf Course entrance. Section 3 of the Local Improvement Regulation 586/06 of the Municipal Act allows residents being assessed Local Improvement charges to petition against the work. The Finance Department has confirmed that the residents on the south side of Queen from Civic 1373 to Civic 1785 (that is between Lake and the Golf Club) have petitioned against the proposed sidewalk being constructed.

ANALYSIS

The construction of the sidewalk on the south side of Queen Street east of Lake was proposed based on the Alternative Modes of Transportation section of the Official Plan under Sidewalks and Walkways, Item TR.7.2 as follows:

Sidewalks and walkways shall be used to separate pedestrian and vehicular traffic and should be maintained in a manner which encourages year round use. Sidewalks shall be required on arterial and collector streets, on both sides of the street where appropriate.

Queen from Pine to Shannon is designated as an arterial. From Shannon to Gravelle, Queen is designated as a collector.

Report to Council – Construction of Sidewalk – Queen Street East
(Pine Street to the Sault Ste. Marie Golf Course Entrance)
2014 03 24

Page 2

The rationale of the Official Plan as well as Staff is as follows:

- Sidewalks encourage pedestrian connectivity to Bellevue Park and other venues for all residents of the area and community;
- Growth of Algoma University and need to facilitate pedestrian access to the university;
- Synergies between Algoma University and Forest Research Facilities – students have classes/labs at research centres;
- Access for residents to Canada Post super boxes when implemented on both sides;
- Facilitate delivery of local newspapers (ie: Sault Star, Sault This Week);
- Public Transit route – there are seven (7) transit stops on the south side between Lake and the golf course;
- More flexibility for pedestrians to cross at safer areas, ie: lack of sidewalk forces pedestrians to cross directly adjacent to south side destinations; anticipated with lane reduction, resulting in fewer “traffic gaps”.

There was a recent example of delivery refusal by mail carriers in the Shannon Road area, because it was felt to be too dangerous to walk along the south side of this portion of Queen Street, especially in winter months.

Staff from both the Engineering & Planning Department and Public Works and Transportation, are of the opinion that the sidewalk installation is a required condition for both sides for safety reasons and an amendment to the O.P. Policy text will be required if Council supports the residents request.

There are two options the City could proceed with:

- 1) The City could insist on proceeding with the sidewalk project by way of application to the Ontario Municipal Board (OMB) under Section 8 of the Local Improvement Regulation; or
- 2) The City could not proceed with the construction of a sidewalk on the south side of Queen Street from Lake to the Golf Club, based on the sufficient petition against it.

Should Council wish to cancel the construction of this sidewalk, Staff will require Council's direction to do so. Cancellation of this work will require an amendment to the Official Plan.

IMPACT

The proposed sidewalk was estimated to cost \$275,000 which is included in the 2014 Capital Construction budget.

Report to Council – Construction of Sidewalk – Queen Street East
(Pine Street to the Sault Ste. Marie Golf Course Entrance)
2014 03 24

Page 3

STRATEGIC PLAN

This is linked to the Strategic Plan through Objective 1B – Transportation Network Improvements.

RECOMMENDATION

Be it resolved that Council direct Staff on which option should be implemented.

Respectfully submitted,



Carl Rumiel, P. Eng.
Design and Construction Engineer

Recommended for approval,



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

CR/bb



COUNCIL REPORT

2014 03 24

Mayor Debbie Amaroso and Members of City Council

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

DEPARTMENT: Engineering and Planning Department

RE: ELEMENTA WASTE SUPPLY LEASE EXTENSION

PURPOSE

The purpose of the report is to advise Council of a request from Elementa Group Inc. for a Lease Extension for the sole purpose of facilitating equipment storage at the energy from waste (EFW) pilot plant site located at the landfill.

BACKGROUND

The following information summarizes the approval dates for the original Lease and Lease Extensions for the pilot plant site:

- On March 6, 2006, City Council approved a Lease between the City and Enquest Power Corporation Inc. (now Elementa) for the pilot plant site, under By-law 2006-48;
- On February 12, 2007, City Council passed a resolution which extended the term of the Lease for a period of 365 days from the commencement date of operation as defined in the Certificate of Approval of the Ministry of the Environment;
- On February 9, 2009, City Council authorized a Lease Extension Agreement and passed a resolution, extending the Lease for a term of six months beyond the allowable operating period of the Certificate of Approval, and further authorizing a 30 day grace period;
- On February 22, 2010, Council approved a Lease Extension Agreement under By-law 2010-37, in accordance with the resolution of February 9, 2009;

- On October 24, 2011, Council passed a Resolution approving an extension of the lease for a fourteen month period, from February 22, 2012, to April 22, 2013, and;
- On April 22, 2013, Council passed a Resolution and approved a lease extension until October 21, 2013.
- On January 20, 2014, Council passed a Resolution and approved a lease extension until April 1, 2014.

Currently, Battelle is finalizing details for receiving Elementa equipment from the pilot facility. The intent of the two companies is to relocate the pilot plant equipment to West Jefferson, Ohio, and to work together in relation to the proposed commercial plant in Sault Ste. Marie. In order to facilitate the preparation of the facility in Ohio, additional time is required to complete retrofits as per the attached letter. A further lease extension has been requested to April 30, 2014.

ANALYSIS

Elementa Group Inc. has requested that the City move ahead with an additional amendment to the Lease at the landfill. It is recommended that any proposed extension to the Lease Agreement from April 1, 2014 to April 30, 2014 be 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 April 30, 2014;
- 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, and;
- Elementa Group Inc. facilitates a final walk-through with City staff prior of transfer of the building.

IMPACT

There is no impact to the budget.

STRATEGIC PLAN

The Elementa Group Inc. Lease Agreement is not linked to the Strategic Plan.

RECOMMENDATION

It is recommended that the report of Land Development and Environmental Engineer concerning the Elementa Lease Extension be received, and the request for a Lease extension for the period of April 1, 2014 to April 30, 2014 be approved, 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 and Planning
Department

Attach.

cc. Nuala Kenny, City Solicitor, Legal Department
Susan Hamilton Beach, P. Eng., Deputy Commissioner,
Public Works & Transportation

March 18, 2014

Jay Zwierschke
President & CEO
Elementa Group
509 Glendale Ave E, Suite 302
Niagara on the Lake, Ontario, L0S 1J0, Canada

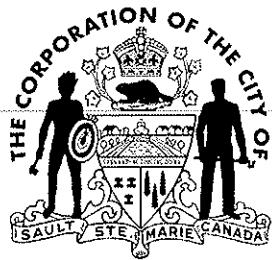
Jay,

Per my discussion with Ernie Dueck this morning, I am writing to inform you of the reasons that an extension of the deadline of April 1, 2014 is needed for moving the Elementa Pilot Plant from Sault Ste Marie to West Jefferson, Ohio. Battelle has designated a high-bay facility for installation of the pilot plant and is in the process of vacating the facility, designing needed retrofits to accommodate the pilot plant and testing needs, and obtaining permits for delivery and installation of the plant. It will not be possible to accomplish the needed preparations by April 1, 2014. A 30-day extension of the deadline to move the plant will be necessary to complete these activities.

Sincerely,



Stephen Ricci, Ph.D.
Research Leader
Battelle



COUNCIL REPORT

March 25, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Frank Brescacin Deputy Fire Chief

DEPARTMENT: Fire Services

RE: Municipal Forest Fire Management Agreement Renewal

PURPOSE

The purpose of this report is to provide Council with an update on the current agreement between the City and the Ministry of Natural Resources (MNR), and to seek approval for a five year renewal.

BACKGROUND

As a result of the current agreement due to expire March 31st 2014 Fire Services and the MNR collaborated to prepare an agreement for forest fire response within the city, and areas beyond our geographical boundaries.

ANALYSIS

The municipality of Sault Ste. Marie is comprised of 21,843 hectares of land within its boundaries. The area is divided into three identified zones. Zone One is located within the urban service line and is fully accessible, Zone Two is considered rural and also accessible and Zone Three is rural with limited access. The City's full time Fire Service has the capability to respond to brush, grass and forest fires that may be located within all three zones

The MNR and the City previously entered into a Forest Fire Management Agreement to identify the roles and responsibilities of each party. The MNR can assist Fire Services when called upon for large fires that are inaccessible by road, and conversely City Fire Services can reciprocate in the event that they require our assistance.

Statistics show over the last ten years the average response to Zone Three was less than one occurrence per year with no dollar loss for the community.

Report to Council – Municipal Forest Fire Management Agreement Renewal
2014–3–25 Page 2.

Based on historical statistics annual fire responses to rural inaccessible areas within our municipal boundaries are rare. Public education and prevention programs such as Fire Smart promoted jointly by the MNR and Fire Services greatly reduce the number of outdoor related fires.

IMPACT

- 1) The City could negotiate into the current agreement provisions which allow the City to contract out the MNR for fire responses located within Zone Two and Zone Three. The MNR fee for coverage in 2014 has been established at \$1.04/ hectare. The financial impact for the City would be in the range of \$10,000 to \$15,000 dollars annually. MNR fees are slated to increase year to year for the duration of the agreement. Fire Services does not recommend this option given the historical data presented in the "Analysis" section.
- 2) The City will be charged a fee if the MNR is requested to assist Fire Services during an occurrence, without a contractual proviso as noted in bullet one. The agreement has a fee schedule in place which identifies the level of assistance the MNR provides.

STRATEGIC PLAN

Not applicable

RECOMMENDATION

That the report of March 25, 2014 be received and the recommendation that the City and the MNR enter into a renewed agreement effective April 1, 2014 through to March 31, 2019 be approved.

By-law 2014-61 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Frank Brescacin
Deputy Chief
Sault Ste. Marie Fire Services

Recommended for approval,



Marcel Provenzano
Fire Chief
Sault Ste Marie Fire Services



COUNCIL REPORT

March 24, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor

DEPARTMENT: Legal Department

RE: Acquisition of Easement Agreement - PUC Distribution Inc. and Crimson Ridge Holding Inc. - Installation of a Loop Water Main at East End Robin Bay Road and Brule Road South

PURPOSE

The purpose of this report is to seek Council's approval of an acquisition of easement agreement between the City, PUC Distribution Inc. and Crimson Ridge Holding Inc. ("Crimson") to facilitate the installation of a loop water main at East End Robin Bay Road and Brule Road South (the "Works").

BACKGROUND

Crimson has requested that the City and PUC each respectively grant to Crimson an easement over portions of their lands for the installation and maintenance of the Works as illustrated in Schedule "A" attached to this Report. Crimson has advised that the Works shall be installed in a manner that is satisfactory to the Public Utilities Commission who shall thereafter issue final acceptance of the Works and thereafter assume the easement from Crimson. A separate agreement will be entered into between Crimson and the Public Utilities Commission confirming same. Crimson shall provide a copy of this agreement to the City confirming same.

ANALYSIS

The Acquisition of Easement Agreement (the "Agreement") is required to confirm the agreement between the City, PUC Distribution Inc. and Crimson for the construction and installation of the Works. Further, the Agreement sets out the terms for the easement that will be eventually be registered on title.

Specifically, the Agreement confirms that Crimson has permission to enter onto the applicable City lands to construct the Works, which construction shall be completed by July 31, 2014. The Agreement confirms that Crimson shall not damage, waste or injure the City lands or any other lands and premises adjacent

to the City lands or otherwise cause a nuisance. In the event that such damage or injury does occur, the Agreement provides that the City may immediately complete all work that the City in its sole discretion deems necessary to repair the City's lands if such damage or injury occurs and any such costs shall be immediately payable by Crimson. The Agreement further contains indemnification clauses, such that Crimson shall be responsible for any costs, expenses or liabilities that in any way result from the construction, maintenance, presence, use or repair of the Works. The Agreement requires Crimson to maintain insurance during the term of the Agreement and further contains provision that permits the City and/or emergency personnel to remove or excavate any portion or the entirety of the works if at the sole discretion of the City and/or emergency personnel, access to any portion of City lands affected by

Schedule "B" to the Agreement is the easement for the Works. The Agreement sets out the covenants and agreements between the City and Crimson which would be registered on title. Upon registration of the actual easement, the Acquisition of Easement Agreement would be terminated. As stated previously, Crimson shall thereafter transfer the easement to the Public Utilities Commission for ongoing maintenance and operation.

The Acquisition of Easement Agreement was circulated to relevant City Departments for comment. The Community Services Department ("CSD") requested notification of the project be given to the surrounding homeowners so that they were aware of the project given the close proximity to City parkland. Further, CSD requested that the area of construction be restored. Second, the Sault Ste. Marie Region Conservation Authority (the "SSMCRA") responded that the Works will cross a ravine and creek that drains into the East Davignon Creek. As such, the SSMCRA requires a review and permit from their office prior to commencement of the Work. These comments were incorporated into the Agreement for Council's consideration.

IMPACT

There is no significant financial impact.

STRATEGIC PLAN

Not Applicable.

RECOMMENDATION

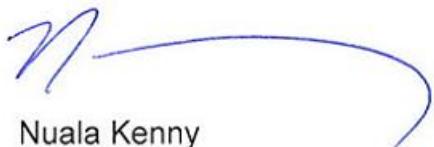
By-law 2014-62 appears elsewhere on the agenda and authorizes the Acquisition of Easement Agreement between the City, PUC Distribution Inc. and Crimson Ridge Holding Inc., and is recommended for approval.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor

Recommended for approval,



Nuala Kenny
City Solicitor

Recommended for approval

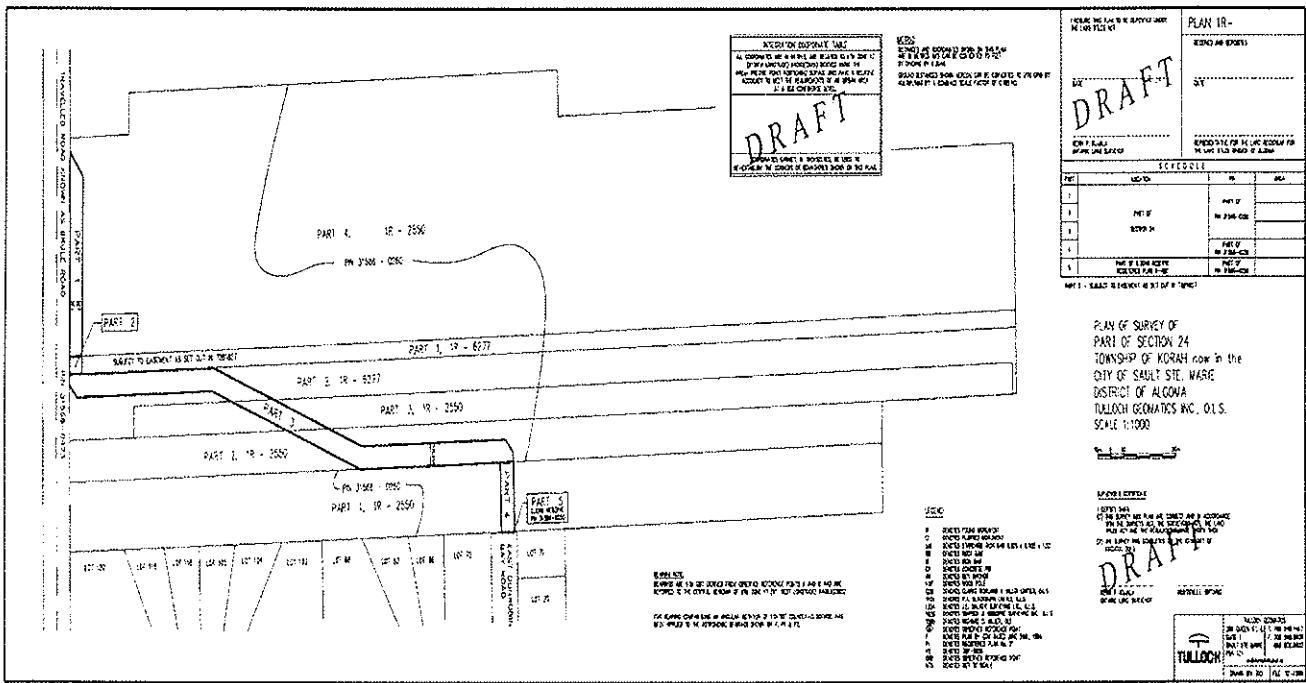


Joseph M. Fratesi
Chief Administrative Officer

MBS/da

LEGAL\STAFF\COUNCIL REPORTS\2014\CRIMSON PUC ACQUISITION EASEMENT AGREEMENT MAR 24 14.DOCX

Schedule "A"





COUNCIL REPORT

March 24, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: Agreement with Electrical Safety Authority – Continuous Safety Services Program

PURPOSE

The purpose of this report is to recommend to City Council the renewal of the Agreement the City has had with the Electrical Safety Authority (ESA) for the Continuous Safety Services program (CSS).

BACKGROUND

The CSS program provides for the inspection of City buildings and facilities by the Electrical Safety Authority. These inspections highlight for the City possible electrical problems. City staff or electrical contractors can then fix those problems before they cause any injury. This program also provides inspections for other City installations such as traffic lights and electrical wiring for pumping stations. An important component of the ESA service under this program is the training offered by ESA. The training teaches City employees how to deal with electricity in a safe manner. City staff has found the program worthwhile in the years that the City has been involved in the program. In 2013 the annual fee paid was \$33,838.00 plus HST.

ANALYSIS

This program is an important one for the City. It is expensive but at the same time it shows the City's due diligence in protecting its employees and members of the public from harm from electrical failures.

IMPACT

On Schedule "A" of the Agreement attached to By-law 2014-59 the annual fee is set out. For the period April 1, 2014 to March 31, 2015 the fee is \$35,235.00

Report to Council – Agreement with Electrical Safety Authority – Continuous

Safety Services Program

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plus HST. The Application also attaches Schedule "C" Special Provisions and Schedule "D" Training Workshops (3 half day sessions).

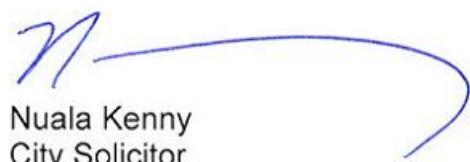
STRATEGIC PLAN

Not applicable.

RECOMMENDATION

By-law 2014-59 appears elsewhere on the Agenda and is recommended for your approval.

Respectfully submitted,



Nuala Kenny
City Solicitor

NK/cf

Staff/Council Reports/2014/Continuous Safety Services Agreement mar24.14 C2.7



COUNCIL REPORT

March 24, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: Rogers Communications Lease – 638 Cathcart Street

PURPOSE

The purpose of this report is to request Council's authorization to enter into a Lease Agreement ("Lease") with Rogers Communications Inc. to erect and maintain a tower and WIC requirement on a portion of City property located at 638 Cathcart Street.

BACKGROUND

Rogers Communications Inc. wishes to erect a tower on a portion of the City's property at 638 Cathcart Street being approximately 225 square meters, which is more particularly shown on the plan attached hereto. The Lease is for an initial term of five years with an option to extend for an additional three five year terms.

ATTACHMENT

A plan showing the location of the property is attached hereto.

ANALYSIS

The Lease confirms the agreement between the City and Rogers Communications Inc. Specifically, the Lease confirms that Rogers Communications Inc. may erect and maintain at its sole expense the aforesaid tower and WIC requirement at the location identified on the plan. The Lease Agreement contains insurance and indemnification provisions, wherein Rogers Communications Inc. agrees to indemnify the City for any claims or damages caused by the use of the facilities or City property. Rent shall be paid monthly in advance in the amount of \$700.00. Rent for each extension term shall be rent payable during the preceding term increased by ten (10%) percent.

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IMPACT

The financial impact is nominal.

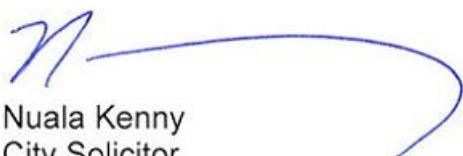
STRATEGIC PLAN

Not applicable.

RECOMMENDATION

The Lease which is attached to and forms part of By-law 2014-58 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Nuala Kenny
City Solicitor

NK/cf

Attachment

AG132 LEGAL\STAFF\COUNCIL REPORTS\2014\Rogers Communications 638 Cathcart St mar24.14



COUNCIL REPORT

March 24, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: Joint and Several Liability Reform

PURPOSE

The purpose of this report is to advise City Council of proposed legislative reform to joint and several liability.

BACKGROUND

Joint and several liability means each defendant is independently liable for the full extent of a judgement. Under the *Negligence Act* if damages are caused by two or more parties and two or more parties are found at fault joint and several liability applies. It is sometimes referred to as the One Percent Rule because under joint and several liability if a party is found even one percent responsible he or she may have to pay the full amount of the judgement. If another party does not have the resources to pay, the deep pocketed party may be in a position to have to pay the entire amount. This is particularly problematic for large defendants like municipalities. Moreover sometimes the threat of joint and several liability is enough to cause a municipality to settle matters out of court.

ATTACHMENT

A letter from AMO and a draft letter to Premier Wynne are attached hereto.

ANALYSIS

The Association of Municipalities of Ontario has been actively lobbying the government to change the provisions regarding joint and several liability. Recently a motion by MPP Randy Pettapiece from Perth-Wellington was put before the legislature. In the motion MPP Pettapiece asks for the government to come up with long term solution not later than June 2014. Three models to reform joint and several liability are considered. The first is the Saskatchewan Model. Under the Saskatchewan Model if there is a shortfall because one of the defendants is insolvent and the plaintiff is partially responsible for the damage

Report to Council – Joint and Several Liability Reform

2013 03 24

Page 2.

the shortfall is divided equally among the remaining defendants and the plaintiff proportionate to each parties' degree of fault.

The next model is the Multiplier Model. In cases where automobile accidents occur due to road maintenance issues and there is a shortfall because one defendant is insolvent the municipalities' liability is limited. Under this model the municipality will never be responsible for any more than two times its proportionate fault. Sometimes this may result in the plaintiff not fully recovering his or her damages.

The third model is the Combined Model. Under the Combined Model the judgement is first apportioned under the Saskatchewan Model. If the Saskatchewan Model is not sufficient to pay the damages the Multiplier Model is then applied. In any event, the City will not be responsible for more than two times its proportionate amount.

IMPACT

In the event that joint and several liability provisions are amended the financial impact to the City stands to be substantial. Very often the City is in a position of having the deepest pockets among defendants and thereby required to make substantial judgement payments.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

The draft letter attached hereto is recommended for signature and approval.

Respectfully submitted,


Nuala Kenny
City Solicitor
NK/cf

Staff/Council reports/2014/Joint Several liability mar24.14 L1

TO THE IMMEDIATE ATTENTION OF THE CLERK AND COUNCIL

March 4, 2014

Legislature Supports Motion on Municipal Liability Reform – More Municipal Action Needed

On February 27, 2014, MPPs from all parties supported a motion calling on the government to reform joint and several liability. Passage of this resolution marks a significant milestone in the municipal campaign for reform. Now that the issue has captured the attention of the Legislature, it is time for your municipality to consider the endorsement of a more detailed legislative solution.

Nearly 200 municipalities supported the motion introduced by Randy Pettapiece, MPP for Perth-Wellington which called on the government to implement a comprehensive, long-term solution no later than June 2014. Many more also wrote to the Attorney General, the Honourable John Gerretsen in response to AMO's February 7, 2014 call for support.

Currently, the Ministry of the Attorney General is consulting municipalities and the legal community on a comprehensive long-term solution. The Ministry describes three options below:

The Saskatchewan model: This modification to joint and several liability was adopted in Saskatchewan in 2004. Under the Saskatchewan model, where there is a shortfall due to one defendant being insolvent and the plaintiff's own negligence contributed to the harm, the shortfall is to be divided among the remaining defendants and the plaintiff in proportion to their fault. This model would apply to all types of defendants in all types of negligence claims.

The Multiplier model: In road authority cases (auto accident cases in which a municipality is sued for breach of duty to maintain a public road), where there is a shortfall due to one defendant being insolvent, the municipality would never be liable for more than two times its proportion of damages, even if this means that a plaintiff does not fully recover. Because this rule has the potential to result in a seriously injured plaintiff being unable to fully recover, the proposal would be limited to municipalities and to the specific subset of cases that municipalities tell us impose the most significant and unfair burden – road authority cases.

The Combined model: The Saskatchewan model and the Multiplier model could be combined. In a case in which both models would apply – a road authority case involving contributory negligence on the part of the plaintiff – the Saskatchewan model would be applied first. The Multiplier model would be applied if needed to ensure that the municipality would not be liable for more than two times its proportion of damages.

AMO supports the adopted of the "Combined model" listed above. This places some reasonable limits on the damages that may be recovered from a municipality under limited circumstances. It is a significant incremental step to address a pressing municipal issue.

The Ministry of the Attorney General is seeking your comments by April 16, 2014. We urge all municipalities to express their support for this combined model. This includes municipalities which supported either the Pettapiece motion or AMO's form letter of February 7, 2014.

Below is a draft letter for municipalities to submit to the provincial government by April 16, 2014. Please add your community's voice of support to this solution.

The Honourable Kathleen Wynne
Premier of Ontario
Legislative Building - Room 281
Queen's Park
Toronto ON M7A 1A1

The Honourable John Gerretsen
Attorney General
McMurtry-Scott Building
720 Bay Street – 11th Floor
Toronto ON M7A 2S9

The Honourable Linda Jeffrey
Minister of Municipal Affairs and Housing
777 Bay Street - 17th Floor
Toronto ON M5G 2E5

Dear Premier, Attorney General, MMAH Minister:

[I or we] support the government's consideration and adoption of measures which limit the impact of joint and several liability on municipalities. Specifically, we understand three options are under consideration – the Saskatchewan Model, the Multiplier Model, or a third model which combines both.

I write to you in support of this third Combined Model as described by AMO's March 4, 2014 policy update. We support AMO's advice to the government that such changes would represent a significant incremental step to address a pressing municipal issue. This places some reasonable limits on the damages that may be recovered from a municipality under limited circumstances.

The provisions of the *Negligence Act* have not been updated for decades and the legislation was never intended to place the burden of insurer of last resort on municipalities. It is entirely unfair to ask municipalities to carry the lion's share of a damage award when at minimal fault or to assume responsibility for someone else's mistake.

For this reason, [I or we] support the adoption of the Combined Model under consideration. We strongly encourage the government to immediately proceed with legislation which gives effect to this model.

Sincerely,

Name

cc: AMO



COUNCIL REPORT

March 24, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Matthew Caputo, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Delegation of Approval Authority under the Planning Act and Condominium Act, 1998

PURPOSE

The purpose of this report is to recommend that City Council pass By-law 2014-56. This by-law delegates approval authority to the Planning Director or his designate for site plan agreements, subdivision agreements and condominium agreements.

BACKGROUND

The City of Sault Ste. Marie has the authority under the *Planning Act* and the *Condominium Act, 1998* to delegate certain powers to individuals in order to simplify and expedite matters. City Council has delegated to the Planning Director the authority to approve and enter into site plan agreements, subdivision agreements and condominium agreements. These authorities are currently delegated through By-law 90-219 and By-law 2006-171.

The *Planning Act*, R.S.O. 1990, c. P.13 and the *Condominium Act, 1998*, S.O. 1998, c. 19 have been significantly changed since By-law 90-219 was passed, and these changes are not reflected in the by-law.

Further, in the absence of the Planning Director, both by-laws delegate the approval authority to a position which either no longer exists or is not currently filled in the Planning Department.

ANALYSIS

It is prudent and expedient to allow the Planning Director to approve site plan agreements, plans of subdivision and plans of condominium. By delegating these authorities to the Planning Director it is not necessary for applicants to come

Report to Council – Delegation of Approval Authority under the Planning Act and

Condominium Act, 1998

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before council. The proposed by-law updates this policy to reference the current legislation, and does not materially change any powers previously delegated.

In By-law 90-219, if the Planning Director is absent or unavailable, the authority is further delegated to the Co-ordinator of Current Planning. This position has been removed from the Planning Department. In By-law 2006-171, if the Planning Director is absent or unavailable, the authority is further delegated to the Junior Planner. This position is not currently filled in the Planning Department. The proposed by-law delegates the Planning Director's authority under the by-law to the Senior Planner, the Planner, or the Junior Planner, all of which are positions in the Planning Department. The approval authority is delegated to the most senior position available in the absence of the Planning Director.

IMPACT

Not applicable.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

By-law 2014-56, which appears elsewhere on the agenda, is recommended for approval.

Respectfully submitted,



Matthew Caputo
Solicitor/Prosecutor

Recommended for approval,



Nuala Kenny
City Solicitor

MC/cf

Legal\Staff\COUNCIL REPORTS\2014\Approval Authority Planning Act mar24.14.docx P1/PR7/DC



COUNCIL REPORT

March 24, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Susan Hamilton Beach, P. Eng., Deputy Commissioner

DEPARTMENT: Public Works and Transportation Department

RE: Traffic Assessment on Elizabeth Street

Reduced School Area Speed Zone (Flashers)

PURPOSE

This report is in response to the Council resolution dated 2014 02 18:

"Whereas the Parent Council of Queen Elizabeth School has identified a concern about the safety of their students; and

Whereas there is a heavy volume of traffic in the area surrounding the school due to its proximity to busy John Rhodes Community Centre and two major arteries, Queen and Wellington Streets; and

Whereas the Parent Council has written a letter to City Council asking for installation of flashing lights at both ends of Elizabeth Street to alert drivers of this community/school zone and to remind them to slow down to 40km/hours;

Now Therefore Be It Resolved that the Manager of Traffic and Communications be requested to report back within two months with recommendations to address this concern."

BACKGROUND

Elizabeth Street is currently classified as a local street in our Transportation Master Plan having a maximum width of 11m. Queen Elizabeth School is bordered by Sheppard Street to the north and McMeeken Street to the south. According to our collision data zero (0) collisions have occurred in the past 11 years at the intersections of Elizabeth Street/McMeeken Street and Elizabeth Street/Sheppard Street. Two midblock collisions have occurred at the entrance/exit to the Rhodes Centre over the past 11 years, one at each entrance/exit, respectively.

The current posted speed limit for Elizabeth Street is 50km/hr. A recent speed/volume study conducted on Elizabeth Street has established an 85th

Report to Council – Traffic Assessment on Elizabeth Street
Reduced School Area Speed Zone (Flashers)
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percentile speed of 44 km/hr. The current volume on Elizabeth Street is approximately 1400 vehicles/day with approximately 650 vehicles during school hours.

Currently, school zone flashers in the City of Sault Ste. Marie operate during the following time periods: 8 am to 9:30 am, 11:15 am – 1:15pm and 2:30 pm – 4:00 pm. These periods of time are intended to alert drivers to students walking to and from the school as well as any students that go home during the lunch break.

ANALYSIS

Our study confirms that Elizabeth Street has a moderate volume of traffic during the school day. The intersections of Elizabeth Street with McMeeken Street and Sheppard Street as well as the two entrance/exits with the John Rhodes Community Centre and the two entrances for Queen Elizabeth School contribute to the speed of the traffic in the area. The 85th percentile of 44 km/hr is below the posted speed limit. In many other reduced speed school zones our studies indicate an 85th percentile of 54 - 57 km/hr.

In most cases where school zone flashers are recommended, the 85th percentile is 58 – 64 km/hr prior to the installation. Following the installation, the speeds most often are reduced by 4 – 8 km/hr. These results are typical across Canada and the United States.

Currently, our investigation indicates there are 50 students that attend Queen Elizabeth School living east of Elizabeth Street. Of those 50 students, 46 of them are bussed to school meaning four (4) students would typically walk to the school. For extracurricular activities where students would be attending the John Rhodes Community Center it is expected that they would typically be accompanied by teachers, educational assistants or parents. Our traffic study indicates that the volume and speed of the traffic should allow for a safe crossing in a reasonable amount of time.

One of the key points brought forward by the Parent Council Chair, Monique Kevill, is that a fence does not exist along the perimeter of the grounds, in particular along the frontage of Elizabeth Street. The City recommends the Algoma District School Board ('ADSB') consider the installation of a fence at this school. Also, ADSB should consider offering the bus service to all those students east of Elizabeth Street to eliminate the concern.

Typical school zone flasher installations cost approximately \$15,000. Our investigation has not concluded that there is a dangerous situation at this location or that school zone flashers would be the best option to increase the level of safety based on the details of the concerns. The Traffic Division of Public Works and Transportation recommends that no action be taken by the City.

Report to Council – Traffic Assessment on Elizabeth Street
Reduced School Area Speed Zone (Flashers)
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IMPACT

The recommendation of this report has no additional budgetary impact.

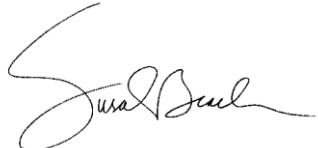
STRATEGIC PLAN

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 Elizabeth Street traffic assessment be received as information.”

Respectfully submitted,



Susan Hamilton Beach, P. Eng.
Deputy Commissioner

Recommended for approval,



Larry Girardi
Commissioner



COUNCIL REPORT

March 24, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Susan Hamilton Beach, P. Eng. Deputy Commissioner

DEPARTMENT: Public Works and Transportation Department

RE: Multi-family Recycling

PURPOSE

The purpose of this report is to respond to the resolution dated September 9, 2013 which read,

"Whereas the recycling collection has changed from a blue and yellow box system to a cart based system; and

Whereas under our current by-law 2004-68, multi-family developments with 5 units or more must supply their own collection containers;

Now Therefore Be It Resolved that appropriate staff review by-law 2004-68 and consider increasing the cut off of 5 units or more for collection containers for multi-residential recycling."

BACKGROUND

The Public Works and Transportation Department – Landfill Division has worked with the multi-family sector of the community to provide recycling collection for a number of years. In general, it is recognized that there is a desire of all residents to recycle – although – for many multi-family developments there are challenges. Those buildings with five (5) units or less were able to be serviced through the previous recycling system by using individual yellow and blue boxes. The limit for any one location (single family residential or multi-family) within the previous program was five (5) containers. This was deemed a reasonable number of individual boxes to be placed at the curb at any one location.

Many buildings/developments with five (5) units or more have been participating in the City's recycling program for some time. PWT has provided a number of buildings/developments with individual bags for the tenant to bring their recyclables to the centrally located collection carts. Those carts have previously been paid for by the owner or organization managing the building. Ultimately, this is part of the cost of operating the business. If the contractor has to access onto private property for collection of the cart(s) then it is the City's understanding

that there is a fee for pick-up by the contractor. Otherwise, if the collection point is at the curb – there is no charge for collection. The material is included in the residential portion of the City's overall recycling tonnage and the rate paid by the City per tonne to Green For Life ('GFL') to process through the City program.

There are unique and challenging situations to many of the City's multi-family developments – no centralized collection point for recyclables, poor outdoor storage, driveway is inaccessible/unsafe for collection vehicles, etc. A "cookie cutter" approach cannot be taken and therefore the individual program details and cost is left to the owner/developer (ie. the number of carts may vary depending on the volume of recyclables generated by the tenants ie. elderly vs. young families, etc.)

In summary, the only costs to multi-family sector over five (5) units is that of the carts (either lease or purchase) and the fee to access private property by GFL (if the carts cannot be placed at the curb for collection).

ANALYSIS

Several other northern communities were consulted with the City of Sault Ste. Marie operating very similar to North Bay, both running the equitable systems in our comparison. Timmins, Thunder Bay and Sudbury are all working at addressing their multi-family sector in a more consistent manner. All communities have recognized the challenge.

IMPACT

Purchasing the carts for the multi-family sector would have a significant one-time budgetary impact. As many of these developments lease or have previously bought their own carts, to implement the provision of the carts in a fair and equitable manner would be difficult. For both garbage and recycling, the multi-family sector pays for the containers and the collection and processing cost is currently covered by the City.

No adjustment to the size of the development to which carts are provided is recommended.

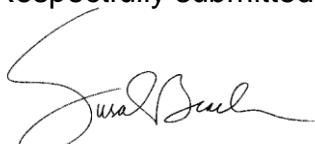
STRATEGIC PLAN

This report is not the topic of any activity in the Corporate Strategic Plan.

RECOMMENDATION

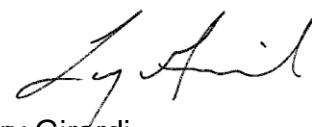
That the report of the Deputy Commissioner regarding multi-family recycling be received as information.

Respectfully submitted,



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

Recommended for approval,



Larry Girardi
Commissioner, PWT

Report to Council – Multi-family Recycling

2014 03 24

Page 3.

Recommended for approval



Joseph M. Fratesi
Chief Administrative Officer



COUNCIL REPORT

March 24, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Nicholas J. Apostle, Commissioner Community Services

DEPARTMENT: Community Services Department

RE: Parks and Recreation Master Strategy - Update

PURPOSE

The purpose of this report is to update Council with respect to the developments of the Parks and Recreation Master Strategy.

BACKGROUND

The last update that was provided to Council was October 21, 2013. Since that time the Community Services Department has made significant progress in the development of the Parks and Recreation Master Plan. We are in Phase 3 - the Community Engagement portion. The listing below highlights progress to date with these initiatives.

1. Information Sessions

a) Staff Information Sessions

Three information sessions were held with City staff to ensure employees are involved and informed, and are prepared to address questions from the community in regards to the Master Plan.

b) Senior Citizens Engagement Meetings

Three information sessions were held specifically for senior citizens in our community. Sessions were held at the Drop-In Centre on January 15th, Steelton Senior Centre on January 29th, and the John Rhodes Pool on February 12th. We will be using the data that was collected from the age-friendly surveys that were completed in 2013.

c) COMMUNITY OPEN HOUSE – was held Tuesday, March 4th - Russ Ramsay Board Room, Civic Centre

2. **Surveys & Comment**

Online Surveys can be found on the municipal website at www.cityssm.on.ca
Municipal computer survey stations are located at the John Rhodes Community Centre and Northern Community Centre to allow open access for online completion of the survey.

a) Senior Citizens Survey - All Seniors are encouraged to complete this survey. It can be found on the municipal website at www.cityssm.on.ca
Municipal computer survey stations are located at the John Rhodes Community Centre and Northern Community Centre to allow open access for online completion of the survey.

b) Community Survey – General

All Citizens are encouraged to complete this survey. It can be found on the municipal website at www.cityssm.on.ca Municipal computer survey stations are located at the John Rhodes Community Centre and Northern Community Centre to allow open access for online completion of the survey.

c) Stakeholder Survey – Sporting Groups

The survey is for sporting groups and the hard copy of this survey has been sent to them for their feedback.

d) Stakeholder Surveys – Organizations and Agencies

The survey is for organizations and agencies using municipal sports facilities and the survey link will be sent directly to them for their feedback.

e) Parks & Recreation Staff Survey

The survey was designed to get input from City Recreation and Parks Staff.

f) City Council Survey

g) Written Submission

Written comments will be considered along with other information obtained from the community. Comments can be submitted by e-mail to parks&recfeedback@cityssm.on.ca or may be dropped off or mailed directly to the Community Services Department.

Hard copies of the surveys are available at the Seniors Centres and Civic Centre. Citizens may also contact the Community Services Department at 705-759-5310 and a copy of the survey will be faxed or mailed.

Parks and Recreation Master Strategy - Update

2014 03 24

Page 3.

ANALYSIS

This section is not applicable to this issue at this time.

IMPACT

There is no impact to the budget

STRATEGIC PLAN

The development of a Parks and Recreation Master Plan is specifically mentioned in the Corporate Strategic Plan - Strategic Direction 3: Enhancing Quality of Life; Objective 3B – Planning for the Future.

RECOMMENDATION

That the report of the Commissioner of Community Services concerning the Parks and Recreation Master Plan update be received as information.

Respectfully submitted,



Nicholas J. Apostle
Commissioner Community Services

jb/council/parks & recreation master strategy update



COUNCIL REPORT

March 24, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Peter Tonazzo, MCIP, RPP, Planner

DEPARTMENT: Engineering and Planning Department

**RE: Application No. A-4-14-Z.OP - Guy's Auto Body
1044 Great Northern Road**

PURPOSE

The applicant is seeking Council's approval to permit the construction of an auto body repair establishment on the subject property.

PROPOSED CHANGE

To rezone the subject property from "HZ.S208" (Highway Zone with Special Exception 208) to "HZ.S208" (Highway Zone with an amended Special Exception 208) to permit an auto body repair establishment in addition to the uses permitted in a Highway Zone, subject to the condition that all outdoor storage in association with the auto body repair establishment be visually screened from the roadway.

Subject Property:

- Location – Located on the east side of Great Northern Road, approximately 587m (1926') north of its intersection with Second Line East, civic no. 1044 Great Northern Road.
- Size – 77.7m (255') frontage by 107m (350') depth totalling approximately 0.83ha (2.05acres)
- Present Use – Retail sale & delivery of landscape materials
- Owner – David's Market Company Limited

BACKGROUND

In 1990 Council approved a combined Rezoning/Official Plan Amendment application to rezone the front 107m (350') of the subject property to 'Highway Commercial', and to permit the creation of additional rural area lots, without frontage, behind. Access was to be provided via a private driveway across the commercial properties.

In 2005 Council approved an application to create an additional rural lot without frontage. Since then, the parcels have been severed resulting in the rear lots being ‘flag shaped’, and having direct frontage onto Great Northern Road. These severances also created the subject property.

ANALYSIS

Conformity with the Official Plan

The subject property is designated ‘Commercial’ on Land Use Schedule ‘C’ of the Official Plan. Traditionally, auto body shops have been treated in two (2) ways: First, as accessory uses to an automobile dealership, permitted within the commercial land use designation. Second, standalone body shops are treated as industrial uses.

Where a body shop is the main use of the property, there is often the potential for unsightly outdoor wrecked vehicle storage. Body shops also include off-site impacts such as noise (grinders, sanders etc.) and odours/fumes associated paint booth ventilation systems.

When accessory to an automobile dealership, the body shop is secondary to the main use, and as such, generally located on very large lots, with ample separation distances and controls to ensure an aesthetic environment that is conducive to selling automobiles. Accessory use body shops are traditionally associated with larger dealerships selling new vehicles. In this regard, there exist corporate controls to ensure the maintenance of an environment that is conducive to selling new automobiles. Finally, accessory use body shops tend to encompass a very small portion of the overall use, with minimal off-site impacts above and beyond those created by the automobile dealership.

Body shops also have the ability to sell vehicles as an accessory use; however this does not necessarily entitle them to locate in a commercial area. Under these circumstances, the Chief Building Official makes an interpretation upon which activity is the main use, based on the definition of ‘Accessory Use.’

The applicant is requesting Council’s approval to permit a standalone body shop as the main use on the subject property, therefore, an Official Plan Amendment (OPA) by way of a notwithstanding clause to the Commercial land use designation is required. The rationale for supporting this OPA is outlined later in this report.

A portion of the subject property is identified as having archaeological potential; however a review of historic air photography indicates that the area was farmed in the 1950’s. There also appears to have been a great deal of site alteration and the placement of fill in the 1960’s and 1970’s, which negates any archaeological remains that may have existed in the area. According to the consultant (Archaeological Services Inc.) which completed the City’s

Archaeological Master Plan, local archaeological remains are relatively recent, and very close to the surface. Practises such as tilling or filling negate the presence of archaeological remains. Consequently, an archaeological review in support of this application is not required.

Comments

In November 2013, B & R Auto Collision, which was located behind Maitland Motors, was demolished by a fire. The applicants are wishing to re-establish this use on the subject property.

Referring to the applicants preliminary site plan, the proposed building will be approximately 24m (80') x 61m (200') with a gross floor area of 1487m² (16,000sq.ft.). The total building height from grade to peak is anticipated to be 8.2m (27'). The building would be oriented in an east west direction, with a fenced compound area within the northeast portion of the subject property. The black arrows on the site plan depict overhead door locations. Based on the applicant's preliminary site plan, the subject property is large enough to support the intended use.

It is worth noting that the applicant's site plan also shows an auto-glass repair shop occupying a portion of the building. This use is permitted under the current Highway Zone (HZ) and is not part of this application.

In reviewing this proposal the following key issues need to be addressed:

Aesthetics

The subject property is located on the northern 'gateway' to the community, and as such, an aesthetically appealing development, in terms of building design, landscaping and visual screening of outdoor storage is required. From a building design standpoint, the attached front elevation drawing depicts an aesthetically pleasing façade, with a number of interesting architectural features. Overall, the front façade design is similar to that of many of the newly renovated automobile dealerships. The required landscaping within the Highway Zone is 100% of the required front yard {6m (19.7')} excluding driveways. Based on the preliminary site plan layout, this requirement is achievable.

Outdoor storage of vehicles and equipment is generally a component of any body shop. From an aesthetic standpoint, it is crucial to ensure that there exists a visually screened compound area, as well as a general prohibition of outdoor storage in areas that are not visually screened. The preliminary site plan proposes to accommodate a fenced in compound area along the northeast corner of the subject property. Planning staff has indicated to the applicant that provisions will be put in place to ensure that the compound area is visually screened in an aesthetically pleasing manner, which may include wooden or vinyl fencing, and/or a planted buffer. Furthermore, it may be appropriate to set the

compound area further east towards the very rear of the lot. This would decrease the overall visibility of the screened area, as the abutting building to the north (Gino's Restaurant) will provide a better visual screen for southbound traffic.

The property is already subject to Site Plan Control, and an agreement between the applicant and the City will be critical to ensuring an aesthetically pleasing development befitting of the 'gateway' status of this location. City will ensure, among other things, the compound area is visually screened in an aesthetically pleasing manner, the west (front) and north (side) facades are visually pleasing, and that high quality landscaping is planted and maintained along the Great Northern Road frontage.

Finally, it is recommended that the outdoor storage of wrecked vehicles, outside of the visually screened compound area, be prohibited. The applicant is aware of and agrees with these requirements.

Off-site Noise and Odour Impacts

Apart from aesthetics, off-site impacts such as noise and odour have traditionally been associated with auto body shops.

Based on research and discussions with the applicant, the auto body business has undergone a number of changes in recent years. From a noise perspective, the industry has transformed such that body filling, sanding and grinding is not as extensive as in previous years. Given high labour costs, rather than fixing damaged body panels, they are simply replaced with new panels. Anecdotally the applicant notes that the amount of body filler used today is a fraction of that used fifteen (15) years ago. From an environmental standpoint, water based paints have replaced oil based paints. Having said all of this, there remains the potential for off-site noise and odour impacts.

While the area is commercial in nature, there exists a rural residence behind Gino's Restaurant which must be protected. The Ministry of the Environment's Regulations 245/11 and 347/12 are auto body shop specific provisions which set out minimum distance separations from nearby sensitive receptors, in this case, the rural residence behind Gino's Restaurant. The regulations set out minimum distance separations related to noise and emissions from exhaust fans associated with painting booths and a number of Environmental Compliance Approvals are required from the MOE. The applicant has retained Conestoga Rovers and Associates (CRA) to assist in obtaining these approvals.

The attached correspondence from CRA outlines the various criteria and requirements that will be assessed as part of the MOE's Environmental Compliance Approvals process. CRA is of the opinion that all minimum distance setbacks are achievable, based on the current site plan.

Consultation

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

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

The Engineering and Construction Division note storm water management and servicing plans will be required prior to development. It is also suggested that Site Plan Control be utilized to ensure drainage and servicing requirements are met. As previously mentioned, the subject property is already subject to Site Plan Control and an agreement will be required prior to the issuance of a Building Permit.

The PUC notes that there appears to be a water lateral to the property, however its size is unknown. As such, the owner will be required to confirm available water service capacity and fire flow capacity which may impact design requirements for the proposed development. PUC also notes that water frontage charges may be applicable prior to development. The applicant is urged to contact PUC directly on these matters.

Up to the drafting of this report, no comments have been received from neighbours who were circulated as part of the public notice procedure.

IMPACT

Approval of this application will not result in significant financial impacts to the municipality.

STRATEGIC PLAN

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

SUMMARY

The applicant has indicated that he envisions a high quality development, reminiscent of an automobile dealership, with aesthetically pleasing facades and high quality landscaping. The applicant has worked with staff and his consultants to develop an aesthetically pleasing site plan in recognition of the 'gateway' location of the subject property, with regard to Official Plan policies requiring high quality, visually pleasing developments along this portion of Great Northern Road.

A combination of Zoning provisions and Site Plan Control will ensure an aesthetically pleasing development. It is therefore recommended that a site specific zoning provision be included which prohibits outdoor storage, beyond that which is located within the visually screened compound area. More

specifically, wrecked vehicles, parts and equipment. This restriction would apply to the auto body repair use only. Furthermore, a Site Plan Control agreement will be required prior to the issuance of a Building Permit. In developing this agreement, staff will ensure the provision and maintenance of high quality front yard landscaping, suitable screening of the compound area, and appropriate drainage and servicing works in accordance with Engineering Division requirements.

Although the area is primarily commercial, there is a nearby residence which is classified as a ‘sensitive receptor’ as per Ministry of the Environment Environmental Compliance Approvals. Conestoga Rovers and Associates have conducted a preliminary review and are confident that required distance separations and MOE approvals are achievable.

Finally, the current zoning of the subject property includes Special Exception 208, which applies to the original parcel, including the abutting lots to the north, northeast and east. The Special Exception deals with reduced frontages and buffering. Apart from a required 3.04m buffer along the east (rear) lot line, Special Exception 208 is no longer relevant to the subject property. Consequently, it is recommended that Special Exception 208 be repealed from the subject property only (to remain on the surrounding parcels) and that the required 3.04m buffer from the rear lot line is transferred to a new Special Exception zoning which applies to the subject property only.

RECOMMENDATION

It is recommended that Council approves this application in the following manner:

1. Approval of Official Plan Amendment No. 198 to permit an auto body repair establishment, by way of a notwithstanding clause to the commercial policies contained within the Official Plan.
2. That Special Exception 208 of By-law 2005-151 is repealed from the subject property only.
3. That the subject property be rezoned to Highway Zone with a Special Exception to permit an auto body repair establishment, in addition to the uses permitted in a Highway Zone (HZ) subject to the following special provisions:
 - a. That a compound area be provided and maintained with 100% visually solid screening;
 - b. That outdoor storage in association with the auto body repair establishment use be prohibited on the subject property, excluding, items which are stored within the 100% visually screened compound area; and
 - c. That a 3.04m buffer be maintained along the rear lot line.

Report to Council – Application A-4-14-Z.OP

2014 03 24

Page 7.

Respectfully submitted,



Peter Tonazzo, MCIP, RPP
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,

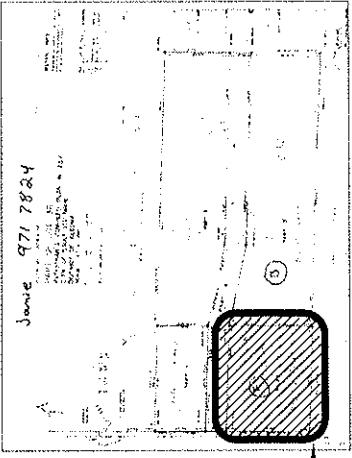
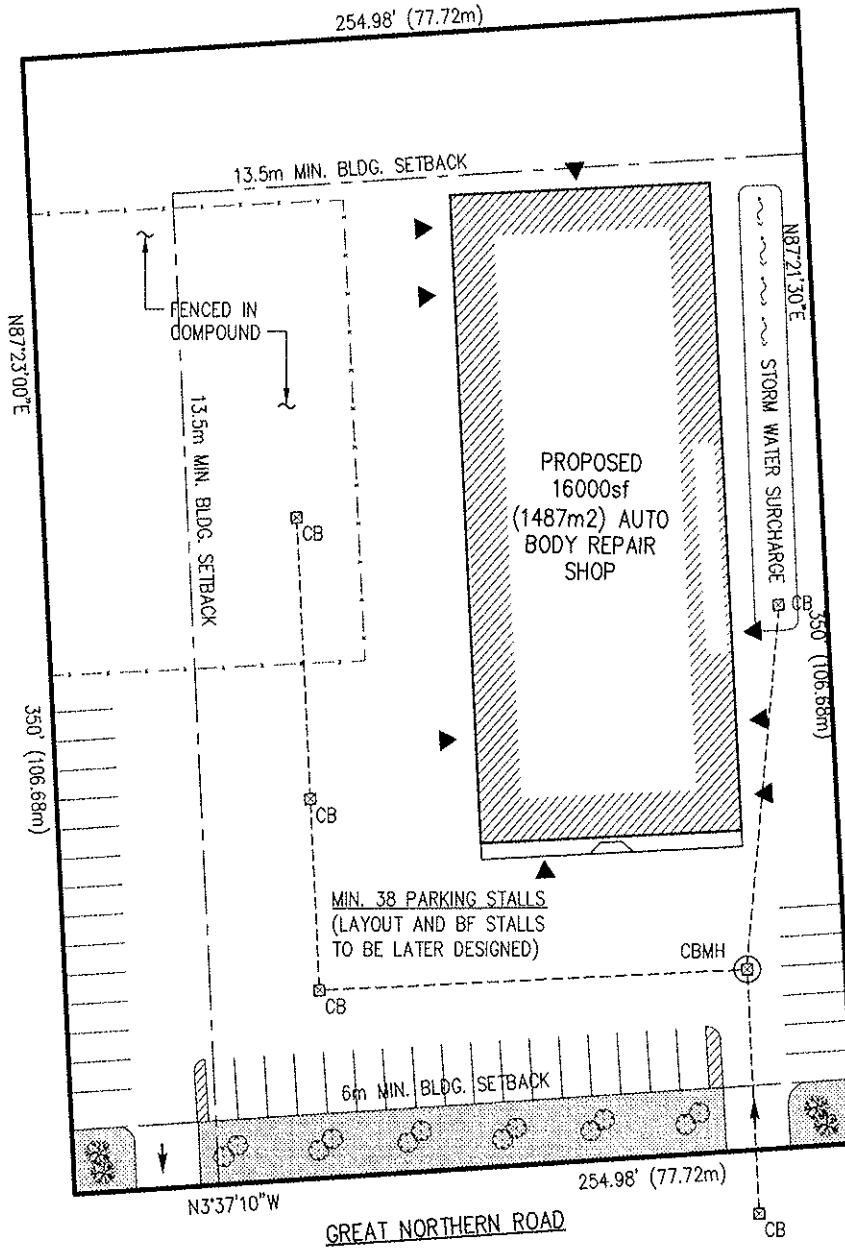


Jerry Dolcetti, RPP
Commissioner Engineering & Planning

Pat Schinners
Administrative Clerk

Attachment(s)

Data\APPL\REPORT\4-14-Z.OP.docx



KEY PLAN of LOT 36
N.T.S.

AREA OF PROPOSED
DEVELOPMENT, SEE
ENLARGED PLAN

SITE PLAN

SCALE 1:750

CURRENT PROPERTY ZONING = HIGHWAY (HZ)
PROPOSED ZONING = HIGHWAY (HZ) w/EXCEPTIONS
OBC CLASSIFICATION = MEDIUM HAZARD INDUSTRIAL (F2)

PARCEL OF LAND (PART 2) SHOWN
IS BASED ON PLAN OF SURVEY OF
PART OF LOT 36 REGISTRAR'S
COMPILED PLAN H-737 PREPARED
BY Wm. E. BOLAN LTD. - OLS



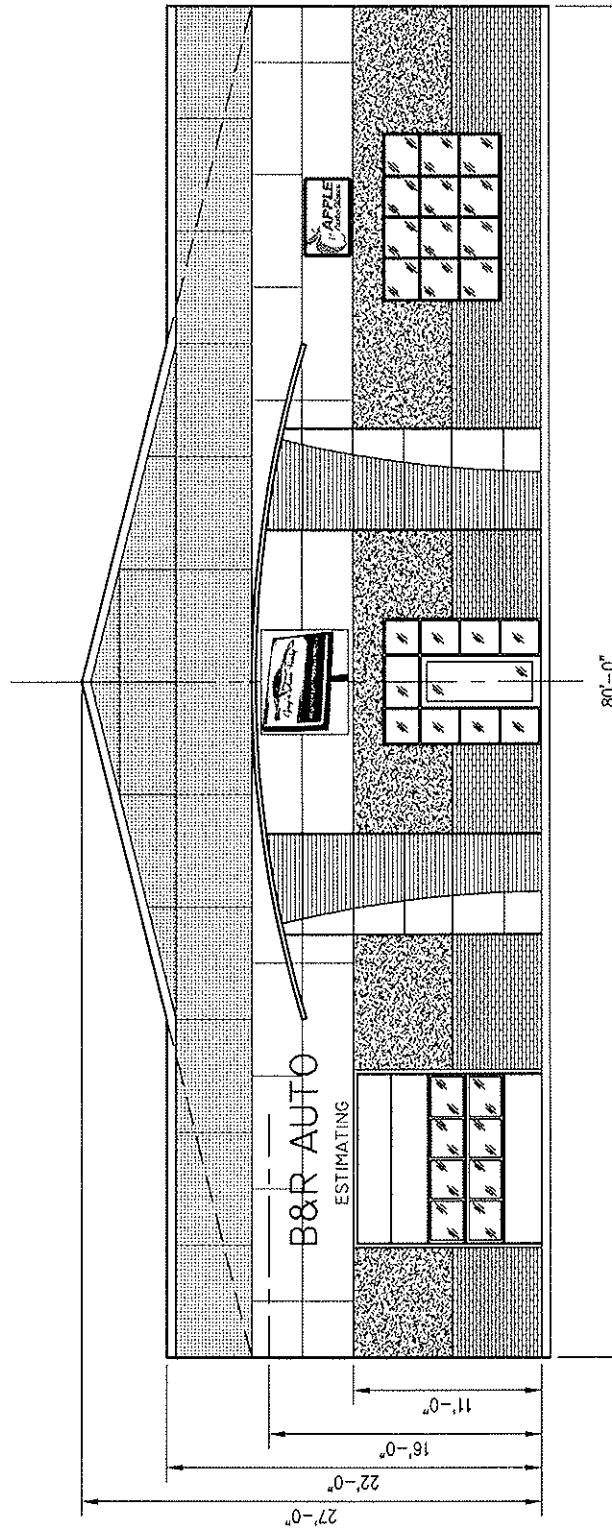
STEM
ENGINEERING GROUP

CLIENT/PROJECT DESCRIPTION:
PROPOSED GUY'S AUTO BODY
1044 GREAT NORTHERN ROAD
SAULT STE MARIE, ON
DRAWING DESCRIPTION:
PROPOSED SITE PLAN for
REZONING APPLICATION

SCALE: 1:750
PLOT SCALE: 1
PROJECT #: 14021
DATE: 20 FEB 2014
CAD FILE: 14021-SP1
DRAWN: STEM
CHECKED:

FORM SIZE: Letter 8.5"x11"
SHEET: 1 OF 1
REVISION: B
DRAWING#:

SP1



Proposed Elevation

CLIENT/PROJECT DESCRIPTION:
PROPOSED GUY'S AUTO BODY
1044 GREAT NORTHERN ROAD
SAULT STE MARIE, ON
DRAWING DESCRIPTION:
PROPOSED FRONT ELEVATION for
REZONING APPLICATION

STEM
ENGINEERING GROUP



FORM SIZE: Letter 8.5x11"
SHEET: 1 OF 1
REVISION REV#:
DRAWING#:
ELEV-2

SCALE: 3/32'=1'-0"
PILOT SCALE: 128
PROJECT#: 14021
DATE: 19 FEB 2014
CAD FILE: 14021-ELEV1
DRAWN: STEM
CHECKED:

Peter Tonazzo

From: Bressan, Robert <rbressan@craworld.com>
Sent: Monday, March 03, 2014 2:01 PM
To: Peter Tonazzo; 'Mark Caruso'
Cc: Nello Iannelli; Malo, Kyle
Subject: 86606 - RE: 1044 GNR - Guy's Auto Body - Environmental Activity and Sector Registry

Hi Peter/Mark,

Please see our review comments below for the proposed Guy's Auto Body on 1044 Great Northern Road.

Trust this assists with the application. Regards – Rob.

Robert Bressan, P. Eng.
Conestoga-Rovers & Associates (CRA)
96 White Oak Drive East
Sault Ste. Marie, ON P6B 4J8

Phone: 705.254-2438
Fax: 705.254-2430
Cell: 705.256.9169
Email: rbressan@CRAworld.com
www.CRAworld.com

Think before you print 
Perform every task the safe way, the right way, every time!

From: Malo, Kyle
Sent: Monday, March 03, 2014 10:32
To: Bressan, Robert
Subject: 86606 - Rezoning of 1044 Great Northern Road - Guys Autobody - Environmental Activity and Sector Registry (EASR) Evaluation

Rob,

Based on the information provided by Guys Auto Body, please find the below evaluation that would be required to comply with the Environmental Activity and Sector Registry made under Ontario Regulation 347/12 for Paint Refinishing Facilities Registration.

Emission Evaluation

Based on the current property line and the plan to locate the exhaust stacks in the centre of the building there is a setback of approximately 23 metres from the proposed stack centre point to the south property line. As long as the stacks are not placed less than 20 metres from the south property line the Facility will be able to support an application rate of 3 litres per hour or less. This should be suitable given the application rate details provided by Guys Auto Body.

Acoustic Evaluation

Based on the distance from the nearest noise receptor (property located to the Northeast of the Site), which is located approximately 80 metres from the proposed exhaust stack centre point, the following number of spray booths can be supported by the facility without any noise mitigation:

- 3 spray booths if all the fans are located inside the facility
- 2 spray booths if 1 of the fans is located outside of the facility

Based on discussion with Facility personnel, it is anticipated that up to 3 spray booths will be installed within the Facility and that all the fans will be located inside. If the Facility was to install 3 spray booths with 1 or more fans outside, noise mitigation measures in accordance with the requirements of O.Reg. 347/12 would be necessary.

Additional Requirements

In addition the facility will need to ensure the following to be in compliance with O.Reg. 347/12:

- Ensure that the facility is located in a building that will be wholly occupied by the facility, which based on conversation should be applicable.
- The waste water for the facility, if any, is transferred to a waste management system that is subject to an Environmental Compliance Approval (ECA) or has been registered under the EASR or is discharged to a sewage works that is subject to an ECA.
- The facility's spray booth filtration systems, coating application equipment, spray booths and other associated equipment must be used, operated and maintained in a manner that satisfies the recommendations of the manufacturers of the systems, booths or equipment.
- The coatings that are used at the facility must meet the requirements of the Volatile Organic Compound (VOC) Concentration Limits for Automotive Refinishing Products Regulations, SOR-2009/197 made under the *Canadian Environmental Protection Act, 1999*, be applied only within a spray booth, and only be applied only between the hours of 7 a.m. and 7 p.m.
- The water-based or solvent-based paints must be kept separate while stored or used and not be mixed together when disposed of.
- Paints must be applied only by use of HVLP spray equipment (as defined in O.Reg. 347/12) that is identified by the manufacturer as having a minimum transfer efficiency of 65 per cent, use of Electrostatic spraying equipment, or any other coating application equipment that is accompanied by documentation from the manufacturer of the equipment that states the equipment has a minimum transfer efficiency of 65 per cent.
- The installed spray booth exhaust stacks must be vertical with no flow impediments and shall discharge at a velocity of not less than 12 metres per second.
- the minimum height, above ground, of each of the facility's spray booth exhaust stacks shall be,
- at least 1.5 times the height of a uniform building or at least 1.5 times the height of the building where the stack is located and at least as high as the highest point of the building if the building is not uniform.
- All the intake or exhaust fans related to the facility's spray booths must be used and operated only between the hours of 7 a.m. and 7 p.m.
- Any spray booths shall be equipped with filters that are specified by the manufacturer of the filters to remove at least 95 per cent of particles from the spray booth exhaust stack's emissions.
- The person engaging in the activity or the manager of the facility if the person engaging in the activity does not manage the facility, and all personnel engaged in the use of coatings at the facility, shall have received training in accordance with section 4.3 of the Canadian Council of Ministers of the Environment publication entitled National Standards and Guidelines for the Reduction of Volatile Organic Compounds from Canadian Commercial/Industrial Surface Coating Operations - Automotive Refinishing, dated October 1998, as amended.
- Ensure all records are maintained in accordance with O.Reg. 347/12
 - Ensure any other requirements in accordance with O.Reg. 347/12 are followed.

Should you have any questions, please feel free to contact me.

Regards,

**Kyle Malo, A.Sc.T, EP
Conestoga-Rovers & Associates**

**AMENDMENT NO. 198
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is a text amendment to the commercial policies of the Official Plan.

LOCATION

Plan H737 PT LOT 36 RCP RP 1R11069 Part 3, located on the east side of Great Northern Road approximately 587m north of its intersection with Second Line East. Civic No. 1044 Great Northern Road.

BASIS

This Amendment is necessary in view of the request to rezone the subject property in order to utilize the subject property as an auto body repair establishment.

The proposal does not conform to the existing Commercial policies as they relate to the subject property. Furthermore, the subject property is located upon the northern 'gateway' to the community, and as such, an aesthetically pleasing development is required.

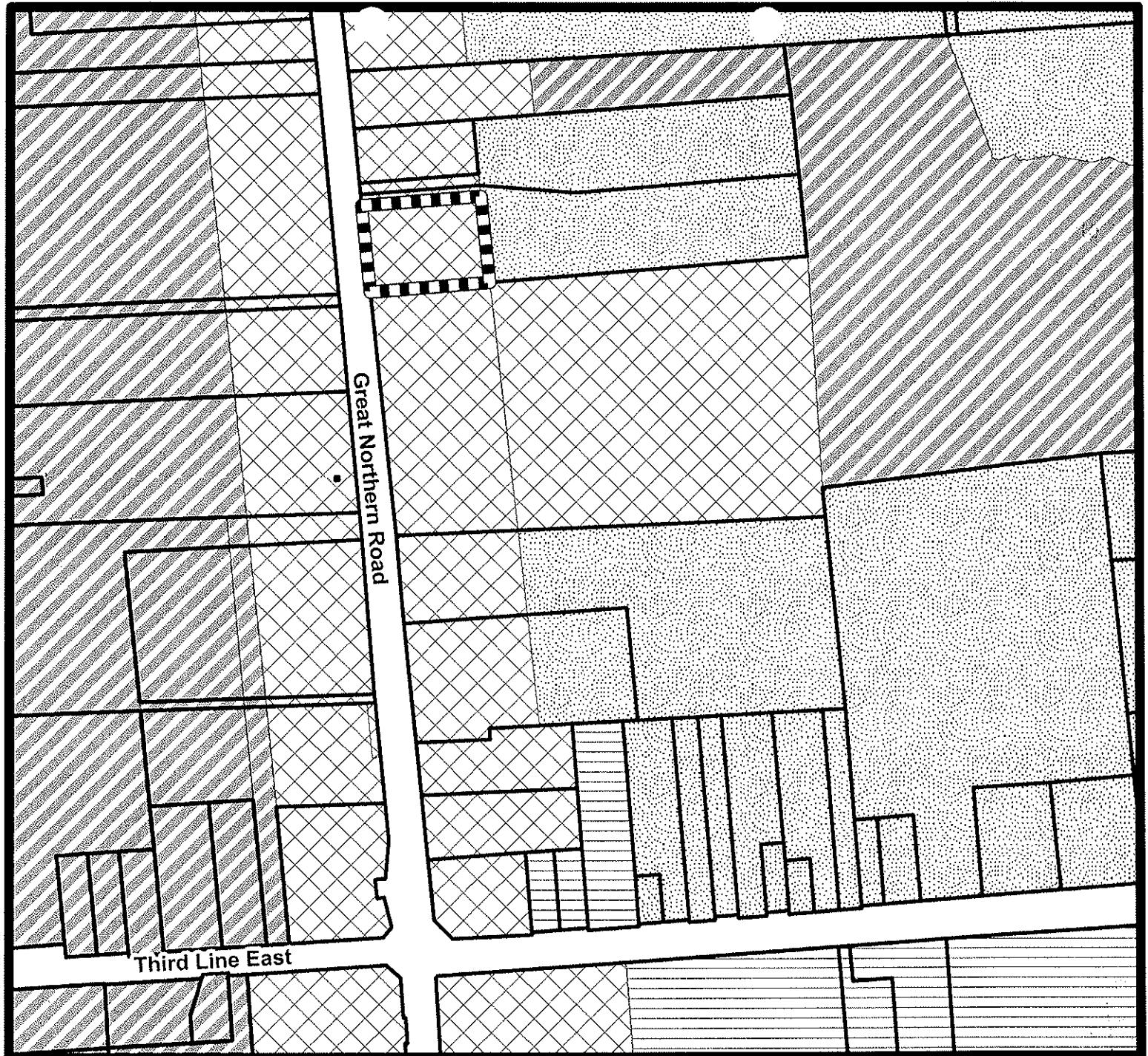
Council now considers it desirable to amend the Official Plan by way of a notwithstanding clause to the Commercial Policies contained within the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

135. The City of Sault Ste. Marie Official Plan is hereby amended by way of a notwithstanding clause to the Commercial Policies within the OP, to permit an auto body repair establishment upon the subject property.

INTERPRETATION

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



OFFICIAL PLAN Schedule "C"

LAND USE MAP

1044 GREAT NORTHERN ROAD
PLANNING APPLICATION A-4-14-Z-OP



Reference Maps
113 & 1-142

Metric Scale
1 : 5000

Mail; Label ID
A-4-14-Z



Subject Property = 1044 Great Northern Road



Commercial



Industrial



Institutional

Roll Number
030-085-040-10

OP_LANDUSEDDESIGNATION

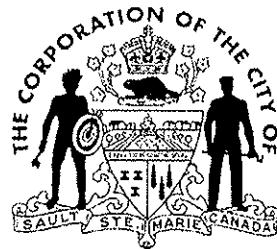
Land_Use_Designation



Rural Area

Jerry D. Dolcetti, RPP
Commissioner

Daniel Perri, EIT
Engineering Intern



ENGINEERING & PLANNING
DEPARTMENT

Engineering & Construction Division

2014 02 27

Our File: A-4-14-Z.OP

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

RE: A-4-14-Z.OP – 1044 GREAT NORTHERN ROAD
REQUEST FOR AN AMENDMENT TO THE OFFICIAL PLAN & ZONING BY-LAW

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

- No owner of an industrial, commercial or institutional premise or multi-residential development of four (4) units or greater shall undertake any works or make any connection or do anything that would increase peak flow rates of storm water or which would impair the quality of storm water which is discharged to a sewer without prior approval of the City Engineer;
- Post development flows shall not exceed pre-development flows for all storms up to and including a 100 year event, unless otherwise approved;
- The City will require a servicing plan, showing proposed storm and sanitary pipes, in addition to storm water management plan, and associated lot grading plan; and
- It is recommended that the Development be subject to Site Plan Control to ensure the above requirements are met.

Yours truly,

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

Daniel Perri, EIT
Engineering Intern

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

F:\ENGINEERING\DATAIREZONING\Great Northern Road- Civic 1044- A-4-14-Z.OP.docx

The Corporation of the City of Sault Ste. Marie
P.O. Box 580~ 99 Foster Drive ~ Sault Ste. Marie, ON P6A 5N1
Telephone: (705) 759-5385 ~ Fax: (705) 541-7165
www.cityssm.on.ca ~ d.perri@cityssm.on.ca



February 26, 2014

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

emailed: d.mcconnell@cityssm.on.ca

Dear Sir:

Re: Application A-4-14-Z.OP
1044 Great Northern Road

PUC wishes to advise that we have no objection to the proposed rezoning application.

Our records indicate water servicing to the property line, however, the size is not known. The owner should confirm the available water service capacity and fire flow capacity which may impact design requirements for the proposed development.

We also would like to comment that water frontage charges may be due for any such development at current rates.

Yours truly,

PUC SERVICES INC.

A handwritten signature in black ink, appearing to read "Rob Harten".

Rob Harten, P. Eng.
Manager of Engineering

RH*jf



2012 ORTHO PHOTO

1044 GREAT NORTHERN ROAD

PLANNING APPLICATION A-4-14-Z-OP

Legend



Subject Property = 1044 Great Northern Road

Page 155 of 260



**Reference Maps
113 & 1-142**

**Metric Scale
1 : 2500**

**Roll Number
030-085-040-10**

**Mail; Label ID
A-4-14-Z**



SUBJECT PROPERTY MAP



1044 GREAT NORTHERN ROAD

PLANNING APPLICATION A-4-14-Z-OP

Metric Scale
1 : 5000

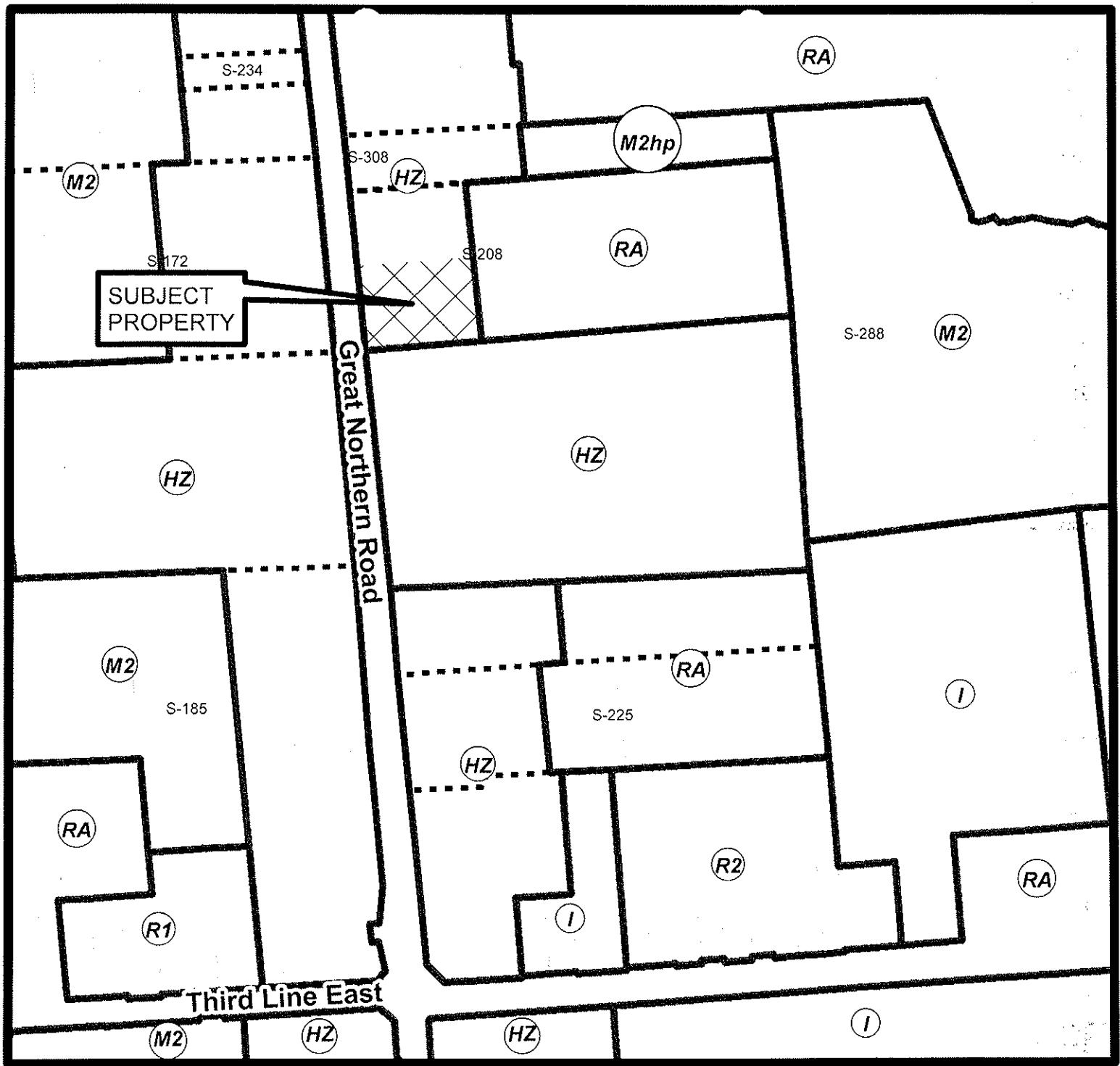
Reference Maps
113 & 1-142

Roll Number
030-085-040-10

Legend



Subject Property = 1044 Great Northern Road



SUBJECT PROPERTY MAP

1044 GREAT NORTHERN ROAD

PLANNING APPLICATION A-4-14-Z-OP

Reference Maps
113 & 1-142

Metric Scale
1 : 5000



Roll Number
030-085-040-10

Subject Property = 1044 Great Northern Road HZ - Highway Zone

R1 - Estate Residential Zone M2 - Medium Industrial Zone; M2hp

R2 - Single Detached Residential Zone; R2hp I - Institutional Zone

March 4, 2014

To: Mayor Debbie Amaroso and Members of City Council

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

Re: EDF Request – Downtown Community Improvement Plan

Please find enclosed application for Economic Diversification Funds (EDF) for the City's Downtown Community Improvement Plan (DCIP) initiative.

PROJECT DESCRIPTION

The DCIP is a strategy framework, outlining a series of financial incentive programs and targeted capital works projects aimed at revitalizing this important area of the community. The current plan strives to build off the economic success of the original 2007 Downtown strategy.

BACKGROUND

In February, Council received information and adopted the 2014 Downtown Community Improvement Plan. Furthermore, City staff was directed to proceed with stage 2 funding applications to FedNor and NOHFC.

RECOMMENDATION

As this project is consistent with EDF Criteria and complements other local initiatives and positively impacts on the community as a whole; the Board of Directors of the Sault Ste. Marie Economic Development Corporation recommends that City Council support this initiative in the amount of \$100,000 per year for a period of three years for a total of \$300,000.

Respectfully submitted,



ECONOMIC DEVELOPMENT FUND (EDF) – APPLICATION
Corporation of the City of Sault Ste. Marie
PROJECT: Downtown Community Improvement Plan

1. Applicant Information

1.1. Legal name of business/organization

City of Sault Ste. Marie

1.2. Names of Officers, Directors & Principals

- City Staff
- Joseph Fratesi, CAO, City of Sault Ste. Marie

1.3. History of Organization

The Sault Ste. Marie was incorporated as a municipality in 1912. Located at the Hub of the Great Lakes, the City of Sault Se. Marie is one of the oldest settlements in North America.

1.4. Organization mandate

The Corporation of the City of Sault Ste. Marie aspires to be a recognized leader in developing and providing affordable and high quality services to support a prosperous Naturally Gifted community.

The City of Sault Ste. Marie has undertaken many strategic planning and development projects over the past several years, including Building an Extraordinary Community, Destiny Sault Ste. Marie and the 2007 Downtown Revitalization Strategy. City Council has established that the revitalization of the Downtown is one of its highest economic development initiatives and is highlighted in the City's Strategic Plan.

1.5. Key contact for initiative

Don McConnell

Steve Turco

Director of Planning

Planner, Project Lead

In consultation with a Downtown Steering Committee, made up of staff from the City's Public Works, Building and Finance Departments, as well as members of the Sault Ste. Marie Downtown Association.

d.mcconnell@cityssm.on.ca

s.turco@cityssm.on.ca

1.6. Contributing partners

- City of Sault Ste. Marie
- Downtown Association
- Private Sector
- EDF Fund
- FedNor (To Be Confirmed)
- Northern Ontario Heritage Fund Corporation (To be confirmed)

2. Project Information

2.1. Project description

The purpose of the 2014 Downtown Community Improvement Plan (DCIP) is based upon the success of the original 2007 Downtown CIP which resulted in approximately \$20 million private sector investment over the course of that program. Given the success of the original 2007 DCIP, Council, by way of resolution, has initiated staff to continue the revitalization efforts for the Downtown.

The DCIP will enhance residential development opportunities and address the overall public realm throughout the Downtown. It will establish consistency with the downtown vision for Sault Ste. Marie. The initiatives within the Downtown Community Improvement Plan are designed to attract private and public investment as well as promote upgrades and the restoration of existing buildings within the Downtown area.

Specifically the purpose of the DCIP is to:

- a) Establish a clear vision for the Downtown area with strategic goals and objectives for community improvement in the Downtown area;
- b) Define a set of financial incentive programs available to eligible property owners to stimulate and leverage private sector investment;
- c) Work with the companion Queen Street Urban Design Guidelines to ensure a high level of quality for development and restoration improvements;
- d) Develop an implementation and monitoring program for the Sault Ste. Marie Downtown Community Improvement Plan.

Project Background

Following the success of the 2007 Downtown Revitalization strategy, City Council requested staff proceed with the review of possible next steps for the continued revitalization of the Downtown area. Staff has collaborated with Downtown Association on identifying key issues and establishing a number of priority items for a future Downtown revitalization strategy.

One of the main issues that Downtown continues to face is commercial vacancies. Many buildings within the Downtown area are being underutilized and are in need of redevelopment or re-use. The proposed 2014 Downtown Plan aims to encourage major new development and provide incentives for property owners to restore the condition of existing buildings. This will create a catalyst for new development in the heart of the city and will help address the issue of declining assessment values in the Downtown.

Another aim is to allow the Downtown to remain commercially viable for new businesses and to serve as a competitive commercial area in the community. The 2014 plan aims to foster a greater mix of higher density residential development. This will stabilize the neighbourhood population and allow for more pedestrian traffic. Residents within the Downtown will serve as a primary customer base for businesses within the area. With a

more dense population throughout the Downtown, it will boost the Downtown economy and increase the rate of investment within the area.

The current Downtown plan strives to build off the economic success of the original 2007 Downtown strategy. Some of the economic successes of the 2007 strategy include:

Job Creation: 90 Construction jobs were created, associated with building and pedestrian lane-way improvements; 60 new jobs created as a result of improvements or expansions made to Downtown businesses through financial incentive grant programs; 200 job retained as a result of new investment in Downtown buildings to support existing commercial and service businesses.

During the course of the 2007 Downtown strategy, the Downtown area experienced over \$20 million in new private sector investment, over \$10 million of which was directly tied to the financial incentive programs administered under that program.

2.2. Objectives

The goal of the Downtown Community Improvement Plan is to establish the downtown as:

- An attractive, vibrant, multi-functional urban center
- A focal area for investment in residential, employment, retail, entertainment, recreational, arts and cultural and major infrastructure developments.

Objectives:

- Use municipal resources to demonstrate leadership and forward thinking in the design (or re-design) and development (or redevelopment) of public buildings, spaces, parks, streets and infrastructure within the designated Community Improvement Project Area;
- Establish a vibrant and safe atmosphere in the Downtown by encouraging new investment in residential development, business retention and business start-ups;
- Provide for building rehabilitation and improvements to enhance the Downtown, and encourage revitalization or redevelopment through private investment;
- Provide incentives to eligible property owners to encourage and stimulate the design or redesign, development or redevelopment, construction and rehabilitation of privately or publicly owned buildings or properties within the Community Improvement Project Area; and
- Monitor the performance of the Downtown Community Improvement Plan on an ongoing basis to ensure that the goals of the Community Improvement are being met.

2.3. Performance targets

In order to successfully monitor the DCIP, the Downtown Community Improvement Committee will undertake the collection of statistical data in order to determine baseline information upon the adoption of the DCIP. The following are examples of values to be monitored for evaluation:

- Number of successful applications;
- Project details as proposed by application;

- Municipal assessment and taxes prior to commencement of approved project;
- Square footage of habitable floor space created;
- Square footage of industrial or commercial space rehabilitated or constructed;
- Acreage of land remediated and/or redeveloped; and
- Total value of investment; public vs. private investment; capital works, facilities investment;
- Increase in assessed value of property and municipal property taxes upon completion of project; and
- Total dollar amount granted by tax increment per year;
- Number of new businesses created, maintained, expanded, modernized;
- Number of new jobs
- Types of new businesses, e.g. knowledge base, information technology, communication, service, retail, etc.

2.4. Impacts and Limitations of Project

We anticipate from this funding we will:

- 1) Increase community mobilization/enhanced decision making/planning projects
- 2) Strengthen community economic growth and competitiveness
- 3) Enhance collaboration amongst stakeholders

The limitations of the project are that if funding is not secured, this project will be unable to move forward and total benefits outlined will not be achieved.

2.5. Methodology and timing

Timing for this project will be:

High Level:

- Confirm funding from Downtown Association Board for \$35,000 – February 2014
- City Council Approval – Downtown Community Improvement Plan: \$300,000 contribution from Economic Development Fund – March 2014
- Completion of Canal District Public Realm Strategy, March 2014
- NOHFC and FedNor Funding Approval – April 2014
- Establish Downtown Grant Review Committee; Hire Project Manager – May 2014
- Roll out financial incentive grant programs – June 2014
- Commence Streetscape Planning and Design: Gore Street, Queen Street, Bay Street, Huron Street, March Street – July 2014

- March Street reconstruction commences – Summer 2014
- Detail Streetscape design – Winter 2014/2015
- Bay Street, Huron Street reconstruction commences, Gore Street improvements commence – Summer 2015
- Queen Street Furniture Upgrades – Summer 2016
- Downtown Community Improvement Plan project ends – Winter 2016/2017

3. Costs and Financing

3.1. Project Costs

Project Cost Category	Total Costs
Private Sector Assistance Grants	\$600,000.00
Private Sector Matching Investment	\$600,000.00
Streetscape Planning	\$ 50,00.00
Streetscape Improvements	\$1,250,000.00
Project Manager	\$ 150,000.00
TOTAL	\$2,650.000.00

3.2. Financing arrangements and funding partners

We are asking the City of Sault Ste. Marie to contribute a total of \$300,000 (\$100,000 per year for 3 years) to this project from the Economic Development Fund. The remainder of the funding for this \$2,650,000 project will come from:

- Downtown Association: \$35,000
- Private Sector \$600,000
- Provincial government: \$857,500
- Federal government: \$857,500

3.3. In-kind contributions

Sault Ste. Marie Economic Development Corp.

Downtown Association

3.4. Balance, Financial Statements, Cash flow projections (historical and projected)

N/A

3.5. Demonstrated need for assistance and supporting documentation and applications to other government assistance programs, etc.

N/A

4. Economic Benefits

4.1. Description of how the project promotes economic growth and diversification

This project is the next phase of a thoughtful, strategic process to stimulate revitalization within the downtown and encourage renewal. The Plan makes reference to a defined list of targeted revitalization areas to help investors in recognizing potential project areas that will nurture Downtown restoration.

The entirety of this plan is developed in coordination with the Sault Ste. Marie Official plan and Zoning Bylaw. The Plan also exercises the City's authorities through Provincial and Planning Legislation to use grants, loans and tax increment financing made to registered or assessed owners of lands and buildings within the designated project area.

A goal of the DCIP is to allow the Downtown to remain commercially viable for new business and to serve as a competitive commercial corridor. Another aim is to foster a greater mix of higher density residential development.

The Downtown Community Improvement Plan applies to the Downtown area defined as those properties bounded by or with frontage on;

- The north by: Wellington St. including those properties on Bruce Street south of Huron Central Railway
- The east by: Church Street, Queen Street East and the easterly property line of the former hospital lands
- The south by St. Mary's River waterfront and Parks Canada Property
- The west by North Street, Cathcart Street, Albert Street West, Huron Street including the former St. Mary's Paper property.

The benefits from the DCIP will be:

1) Economic benefits:

- a) commercial property vacancy reductions
- b) private sector investment in commercial properties
- c) increased property values

2) **Projected job creation**

90 Construction jobs associated with building and pedestrian lane-way improvements; 60 new jobs created as a result of improvements or expansions made to Downtown businesses through financial incentive grant programs; 200 jobs retained as a result of new investment in Downtown buildings to support existing commercial and service businesses.

4.2. Potential for tax assessment increase

The DCIP incentives are focussed on low tax assessment area. This program is designed to bring the value of the property and thereby increasing assessment value.

4.3. Other economic and community benefits

The DCIP will allow the Downtown to remain commercially viable for new businesses and to serve as a competitive commercial area in the community. As well, the 2014 plan aims to

foster a greater mix of higher density residential development. The purpose of residential units within the Downtown is to stabilize the neighbourhood population and allow for more pedestrian traffic. Additionally, residents within the Downtown will serve as a primary customer base for businesses within the area. With a more dense population throughout the Downtown, it will boost the Downtown economy and increase the rate of investment within the area. The current Downtown plan strives to build off the economic success of the original 2007 Downtown strategy.

5. Community Benefits

5.1. How the project complements other local initiatives

Continued financial commitment to the Downtown instils a sense of confidence in the private sector to also invest in this key area of the City. Through both the grants and the larger public sector investments, it is hoped that a number of catalyst developments proceed, including the redevelopment of the former St. Mary's Paper site, the Gateway site, the former Sault Area Hospital site and the former Suncor Energy tank farm.

5.2. Impact on the community as a whole

Increased community mobilization/enhanced decision making/planning: The success of Downtown Sault Ste. Marie is identified in the City of Sault Ste. Marie's strategic plan, and is prioritized as the cultural and administrative center of the community in the City's Official Plan. Through the 2014 Downtown plan, leveraged funds from FedNor and NOHFC will be used to maximize City resources currently allocated for capital works projects planned for the Downtown. These projects aim to enhance an overall sense of place, and seek to increase investment and tourism attraction for the City.

Strengthened community economic competitiveness: The 2014 Downtown Development Initiative encourages new businesses to locate in the downtown, and helps retain existing businesses. The Downtown plan assists the downtown, specifically the SME's that make up the majority of downtown businesses and employment, to remain commercially viable and competitive with larger forms of retail and office nodes in other parts of the City.

Enhanced collaboration among stakeholders: The 2014 Downtown strategy encourages a collaborative approach between senior levels of government, private businesses (Downtown Association) and local business incubators to foster business development and retention in the Downtown area.

SAULT STE. MARIE
ECONOMIC DEVELOPMENT CORPORATION

Board of Directors' Meeting

Monday, March 3, 2014
Biggins Room
11:30 am.

AGENDA ITEM 5.4

Moved by: Geoff Meakin

Seconded by: Mike Moore

Whereas the Downtown Community Improvement Plan will establish the downtown as an attractive, vibrant, multi-functional urban center and will be a focal area for investment in residential, employment, retail, entertainment, recreational, arts and cultural and major infrastructure developments; and

Whereas the current plan strives to build off the economic success of the original 2007 Downtown strategy; and

Whereas the application shows how the project complements other local initiatives and positively impacts on the community as a whole;

Be it resolved that the EDF Application for the Downtown Community Improvement Plan for the amount of \$100,000 per year for three years for a total of \$300,000 be recommended to Council for approval. CARRIED.

OCEA Budget Sault Ste. Marie

	AU	Annual Expense			Number of Years	2
		Sault College	SSMIC	Total		
Entrepreneurship Coordinator	\$ 55,000.00	\$ 55,000.00		\$ 110,000.00		
Workshops & Events			10,000.00	10,000.00		
Equipment (3D Printer + Supplies)		3,500.00	3,500.00	7,000.00	Matching Required	\$ 165,600.00
Training Course			5,000.00	5,000.00		
Regional Outreach/Travel	3,000.00	3,000.00	3,000.00	9,000.00		
Rent/Facilities Upgrade	4,800.00	4,800.00	15,000.00	24,600.00		
Total	\$ 62,800.00	\$ 66,300.00	\$ 36,500.00	\$ 165,600.00		
Contributions Cash						
	AU	Sault College	SSMIC	FedNor	Total	Number of Years
Entrepreneurship Coordinator	\$ 12,000.00	\$ 12,000.00			\$ 24,000.00	
Workshops & Events			5,000.00		5,000.00	Matching Funds
Equipment (3D Printer + Supplies)					-	\$ 167,200.00
Training Course					-	
Regional Outreach/Travel	1,500.00	1,500.00	1,500.00		4,500.00	
Rent/Facilities Upgrade			7,500.00		7,500.00	
Total	\$ 13,500.00	\$ 13,500.00	\$ 14,000.00	0	\$ 41,000.00	
Contributions In-Kind						
	AU	Sault College	SSMIC	FedNor	Total	
Entrepreneurship Coordinator					\$ -	
Workshops & Events	3,000.00	3,000.00			6,000.00	
Equipment (3D Printer + Supplies)					-	
Training Course	5,000.00	5,000.00	2,000.00		12,000.00	
Regional Outreach/Travel					-	
Rent/Facilities Upgrade	4,800.00	4,800.00	15,000.00		24,600.00	
Total	\$ 12,800.00	\$ 12,800.00	\$ 17,000.00	\$	42,600.00	



Ontario Centres of
Excellence
Where Next Happens

On-Campus Entrepreneurship Activities

[Home](#) > [Programs & Services](#) > [Talent Programs](#) > [On-Campus Entrepreneurship Activities](#) > How it Works

How it Works

The On-Campus Entrepreneurship Activities (OCEA) program facilitates the development of entrepreneurial activity in Ontario's universities and colleges. The program supports the initiation and expansion of on-campus entrepreneurship capacity in institutions that have demonstrated and/or are willing to make strong commitments to entrepreneurship by fostering the adoption of global best practices in student entrepreneurship; reducing barriers for student and recent graduate entrepreneurs to pursue their entrepreneurial aspirations; integrating with regional business support resources; and providing experiential learning opportunities for the next generation of innovators. It helps student entrepreneurs transfer knowledge and intellectual property from Ontario post-secondary research institutions into the economy. OCEA funding is intended to ignite and build on entrepreneurial activities on campuses.

Please note: Recipients of OCEA funding are ineligible for Campus Linked Accelerator (CLA) funding and vice versa.

[Download a printable "At A Glance" PDF](#) of the OCEA program.

Program Objectives

- Support the development of a vibrant entrepreneurial culture on-campus
- Expose all students to the principles of entrepreneurship, allowing them to recognize the importance of entrepreneurship/entrepreneurial thinking to our economy and to determine if entrepreneurship is a viable career choice
- Foster student entrepreneurs and student-led enterprises, and provide them with the tools and support required to succeed
- Provide a challenging and supportive environment to assist young entrepreneurs in their efforts to launch and grow their businesses
- Provide training for researchers and faculty embarking on entrepreneurship teaching activities
- Support for programs to engage alumni
- Support entrepreneurship awareness, education, training and experiential learning opportunities for students
- Enhance youth employability through the spirit of entrepreneurship

Program Activities

- Supporting for an entrepreneurship coordinator who will coordinate activities to better establish a focal point for entrepreneurship on campus
- Hosting of young entrepreneurs' ventures in a collaborative, challenging and supportive environment
- Preparing and linking young entrepreneurs to "on campus" or "off campus" business support resources
- Forming student-led societies or networks focused on entrepreneurship, innovation and commercialization
- Networking and capacity building among funded institutions and campus entrepreneurs through workshops, webinars, events, etc.
- Exposing students to entrepreneur role models by using entrepreneurs as mentors, speakers and interview subjects

- Holding extracurricular contests and activities (pitch competitions, brainstorming events, entrepreneurship week, business model competitions, start-up weekends, etc.)
- Establishing online platforms that allow students to watch lectures and help them form teams and collaborate on projects
- Providing outreach activities (entrepreneurship courses, boot camps, workshops, events, guest lectures, seminars, etc.) for young entrepreneurs
- Providing enterprise learning, methods and resources that further the culture of entrepreneurship within academic institutions
- Using Prototyping facilities (e.g. 3D printers)
- Developing training tools and support resources for faculty embarking on entrepreneurship teaching activities
- Forming and supporting alumni networks that are linked to campus.
- Engaging and collaborating with Regional Innovation Centres (RICs), Campus Linked Accelerators, regional angel communities, incubators, science parks and other business and entrepreneurship resources to ensure there is no duplication of activities and existing resources are fully leveraged

Eligible Use of Funds

Refer to the [Eligible Expenses](#) document for full details.

How Funding Works

Under this program 1:1 matching funds (cash and in-kind) are required. Preference will be given to applicants with matching cash contributions and additional in-kind leverage.

The matching contributions may be from the academic institution, municipal or federal governments, foundations and/or private sector; however, Ontario provincial sources of funds are **not eligible**.

It is anticipated that the funding allocation for this program will range from \$100,000 - \$200,000 per project.

With sufficient rationale, Ontario Centres of Excellence (OCE) will use its discretion in approving a higher contribution amount for larger projects or those that include multiple post-secondary institutions. Projects seeking a higher contribution will be required to provide **1:2 matching funds**. Applications from multiple post-secondary institutions are strongly encouraged.

Timelines

Call for applications will happen in two rounds:

Round one:

Date	Application steps
February 10, 2014	Program launch
March 25, 2014	Application deadline
Week of May 5, 2014	Final decision

Week of May 5, 2014

Notifications

Round two:

After the CLA Full Applications are adjudicated.

Eligibility Criteria

- Ontario post-secondary institutions are eligible applicants
- Application must be submitted with a RIC as a co-applicant
- Must tie into a broader campus-wide entrepreneurship strategy (e.g. courses, business plan competitions, and other incubation initiatives)
- Must have a strong community component (leveraging alumni, open access facilities and resources to all youth – even those with no institutional affiliation, etc.)
- Must coordinate with the Campus Linked Accelerator (CLA) in the region, where appropriate, to leverage regional resources and avoid overlap or duplication.
- Must be regionally coordinated with the non-academic entrepreneurship community (e.g. Sector Innovation Centres, Angel Networks, other Regional Innovation Centres, Small Business Enterprise Centres, etc.) to ensure strategies and programs are aligned and integrated with Ontario's existing investments in innovation, commercialization and entrepreneurship
- Preference will be given to an application that is a coordinated, joint application with other post-secondary institutions (colleges and universities) in the regional innovation and entrepreneurship ecosystem
- A post-secondary institution can only be identified in one OCEA application (i.e. you cannot be a lead in one application then identified in another application)

How to Apply

- An Ontario post-secondary institution along with the RIC submits an application containing a completed proposal form; a proposed budget and evidence of leverage; and third-party letters of support
- Applicants are required to complete an online application using OCE's Management Information System (MIS)
- The link to access the online application form will be sent to the applicant by an assigned OCE **Business Development contact**
- OCE Business Development Managers work with individual applicants to develop their application
- Applications are reviewed by an internal OCE committee for eligibility and completeness; ineligible and incomplete applications will not be processed
- Successful applicants must sign a contract with OCE
- Successful applicants must provide quarterly and annual reporting to OCE both during the program funding period and subsequently as may be required

Deadline for submission is **March 25, 2014**.

Assessment Criteria

- Role of activities in broader campus-wide entrepreneurship strategy
- Leverage of regional ecosystem resources
- Financial Sustainability & Leveraged Resources:

- Financial commitment from institution
- Financial commitment from other partners (government or private sector)
- Commitment from alumni, volunteers, and/or mentors
- Sustainability plan for continued success post-funding
- Evidence of a strong commitment and strategic importance to the institution:
 - A demonstration of the applicants' wherewithal (resources, expertise, etc.) to successfully deliver their program and sustain growth
 - Commitments, decisions and actions to strategy, curriculum and activities
 - Commitments at all levels within the institution ranging from President, Deans and Faculty
- Track record:
 - Information on the institution's entrepreneurship track-record is requested to provide context for the activities proposed in the application and to assess their anticipated outcomes
 - **Primary:** Past experience and results in creating a culture of entrepreneurship on-campus (e.g. ability to establish a campus-linked focal point (either virtual or otherwise) for entrepreneurship and youth-led start-ups; number of students trained, etc.)
 - **Secondary:** Past experience and results in graduating student entrepreneurs and student-led start-up companies (number of jobs created, value of VC/angel investments into clients, etc.)

Primary Indicators:

- Number of Young Entrepreneurs (18-29 years) supported
- Number of start-ups created by young entrepreneurs (18-29 years) - "incorporated"
- Number of start-ups created by young entrepreneurs (18-29 years) - "not incorporated"
- Outreach activities (number of events, workshops, etc.)

Secondary Indicators:

- Number of jobs created
- Follow-on investment (\$)
- Incremental sales revenue (\$)
- Anticipated Impact:
 - **Primary Indicators:**
 - Number of Young Entrepreneurs (18-29 years) supported
 - Number of start-ups created by young entrepreneurs (18-29 years) - "incorporated"
 - Number of start-ups created by young entrepreneurs (18-29 years) - "not incorporated"
 - Outreach activities (number of events, workshops, etc.)
 - **Secondary Indicators:**
 - Number of jobs created;
 - Follow-on investment (\$)
 - Incremental sales revenue (\$)

Decision-Making Process

- OCE will oversee an external selection process to evaluate applications and make award recommendations; external panel will include subject matter experts and regional stakeholders
- External Panel makes recommendations to OCE
- Funding approval and notification of award by OCE

For program inquiries including general inquiries about the program, eligibility, funding, timelines, application process, etc.:

Binny Arora
Program Manager
Tel: (416) 861-1092 x1037
Email: binny.arora@oce-ontario.org

Raeshelle Morris
Program Coordinator
Tel: (416) 861-1092 x1032
Email: raeshelle.morris@oce-ontario.org

For assistance with preparation of applications, contact the assigned OCE Business Development Manager or:

Martin Croteau
Director, Academic Entrepreneurship
Tel: (416) 861-1092 x1017
Email: martin.croteau@oce-ontario.org

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2014-55

AGREEMENT: (C3.6) A by-law to authorize the execution of an amendment to Contribution Agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Canadian Heritage to extend the agreement to June 30, 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 DOCUMENTS

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an amendment to Contribution Agreement in the form of Schedule "A" hereto attached and made between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Canadian Heritage to extend the agreement to June 30, 2014.

2. SCHEDULE "A"

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

3. EFFECTIVE DATE

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

PASSED in open Council this 24th day of March, 2014.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

AMENDMENT NO. 1

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".

WHEREAS the Minister has established the Canada Cultural Spaces Fund under which a commitment has been made to the expenditure of funds, which contribute to developing the long-term financial and organizational stability and viability of arts and heritage organizations.

WHEREAS on May 6, 2013, a contribution agreement became effective between Her Majesty and the Recipient:

WHEREAS since that time, new circumstances have arisen that require an amendment to that agreement;

WHEREAS the parties desire to remedy the situation and consequently to amend that agreement;

For these reasons, the parties agree to the following:

1. Articles – Section 3 – TERM is revoked and replaced with the following:

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 June 30, 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.

2. ANNEX D – PAYMENT CONDITIONS – 3.1.4 and 3.2 are revoked and replaced with the following:

3.1.4 Fiscal Year 2013-2014

Advance for the period of	Conditions or type of reports	Period covered by the report	Recipient's report submitted by
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		

March 2013	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 June 30, 2014	February 15, 2014
	Interim Activity Report	April 1, 2013 to January 31, 2014	

3.2 A final payment representing the holdback shall be made on receipt and acceptance of a Final Activity/Results Report and an Audited financial statement, signed by the Mayor and Deputy City Clerk.

Holdback	Audited Financial Report	April 1, 2012 to June 30, 2014	September 30, 2014
	Canada Cultural Spaces Fund - Budget Template, 'final report' column completed	April 1, 2012 to June 30, 2014	
	Final Activity / Results Report	April 1, 2012 to June 30, 2014	

All other terms and conditions remain in effect.

IN WITNESS WHEREOF, the parties have signed this Amendment to the Contribution Agreement.

Recipient

The Minister

Mayor Debbie Amaro
Corporation of the City of Sault Ste. Marie

Robert Hay
Director of Programs
Ontario Region

Date _____

Date _____

Rachel Tyczinski
Deputy City Clerk
Corporation of the City of Sault Ste. Marie

Date _____

Witness

Name (Print) _____

Name (Print) _____

Signature _____

Signature _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2014-56

DELEGATION TO PLANNING DIRECTOR: (P1) A by-law to delegate to the Planning Director certain powers under Sections 41 and 51 of the *Planning Act*, and Section 9 of the *Condominium Act, 1998*.

WHEREAS Section 4 of the *Planning Act, R.S.O. 1990, c. P.13*, as amended, allows for the Minister of Municipal Affairs and Housing to delegate to City Council any of the Minister's authorities under the *Planning Act*;

AND WHEREAS Section 41(13) of the *Planning Act* allows for City Council to delegate, by way of by-law, Council's authority to execute and approve site plans under Section 41 of the *Planning Act* to an appointed officer identified by name or position occupied;

AND WHEREAS Section 51(7) of the *Planning Act* deems prescribed municipalities as approval authorities, and Section 3 of *Ontario Regulation 353/02* prescribes the City of Sault Ste. Marie for the purposes of Section 51(7) of the *Planning Act*;

AND WHEREAS Section 51.2(1) of the *Planning Act* allows for City Council to delegate, by way of by-law, all or any part of the authority to approve plans of subdivision to an appointed officer identified by name or position occupied, and that this authority is extended to approval of plans of condominium pursuant to Section 9(2) of the *Condominium Act, 1998, S.O. 1998, c. 19*, as amended;

NOW THEREFORE THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to Section 51.2(1) of the *Planning Act* and Section 9(2) of the *Condominium Act, 1998*, **ENACTS** as follows:

1. SITE PLAN POWERS DELEGATED

City Council hereby delegates to the Planning Director Council's power to enter into agreements dealing with any of the works or matters referred to in Section 41 of the *Planning Act* for the lands designated as areas of site plan control.

2. SITE PLANS – APPEAL TO COUNCIL

Where the Planning Director fails to approve the plans or drawings within thirty (30) days after they are submitted to the Planning Director, or where the owner of the land is not satisfied with any of the requirements made by the Planning Director, the owner may require the plans, drawings or unsatisfactory requirements of the agreement, as the case may be, to be referred to City Council.

**3. PLAN OF SUBDIVISION AND PLAN OF CONDOMINIUM POWERS
DELEGATED**

City Council hereby delegates to the Planning Director Council's power to enter into agreements dealing with any of the works or matters referred to in Section 51 of the *Planning Act*, and to enter into agreements dealing with any of the works or matters referred to in Section 9 of the *Condominium Act, 1998*.

**4. PLAN OF SUBDIVISION AND PLAN OF CONDOMINIUM – APPEAL TO
COUNCIL**

Where the Planning Director fails to approve a plan of subdivision or plan of condominium submitted to him or her, or where the owner of the land is not satisfied with any of the requirements or conditions of approval made by the Planning Director, the owner may require that the plan of subdivision, plan of condominium, or the requirements or conditions of approval made by the Planning Director, as the case may be, be referred to City Council.

5. EXECUTION OF DOCUMENTS

The powers delegated to the Planning Director under Sections 1 and 3 of this by-law include the power to execute agreements, plans of subdivision and plans of condominium on behalf of the Corporation of the City of Sault Ste. Marie.

6. ABSENCE OF PLANNING DIRECTOR

In the event that the Planning Director is temporarily not available to perform the duties delegated under Section 1, 3 or 5 of this by-law, those duties may be performed by the Senior Planner. If the position of Senior Planner is vacant, or if the Senior Planner is also not available, those duties may be performed by the Planner. If the positions of Senior Planner and Planner are vacant, or if the Senior Planner and Planner are also not available, those duties may be performed by the Junior Planner.

7. BY-LAWS REPEALED

By-law 90-219 and By-law 2006-171 are hereby repealed.

8. EFFECTIVE DATE

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

PASSED in open Council this 24th day of March, 2014.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

Staff/By-laws/2014/2014-56 Planning Act authority P1/PR7/DC

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-57

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 88 White Oak Drive (Cooper).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, ENACTS as follows:

1. **88 WHITE OAK DRIVE; LOCATED ON THE NORTH SIDE OF WHITE OAK DRIVE, APPROXIMATELY 120M WEST OF ITS INTERSECTION WITH SACKVILLE ROAD; CHANGE FROM M2 TO M2.S WITH A "SPECIAL EXCEPTION"**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 1-74 of Schedule "A" to By-law 2005-150, is changed from M2 (Medium Industrial) zone to M2.S (Medium Industrial) zone with a "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(335) and heading as follows:

"2(335) 88 White Oak Drive

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the north side of White Oak Drive, approximately 120m west of its intersection with Sackville Road and having civic no. 88 White Oak Drive and outlined and marked "Subject Property" on the map attached as Schedule 335 hereto is changed from M2 (Medium Industrial) zone to M2.S (Medium Industrial) zone with a "Special Exception" to permit, in addition to those uses permitted in an M2 zone, a fitness facility."

3. **SCHEDULE "A"**

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

4. **CERTIFICATE OF CONFORMITY**

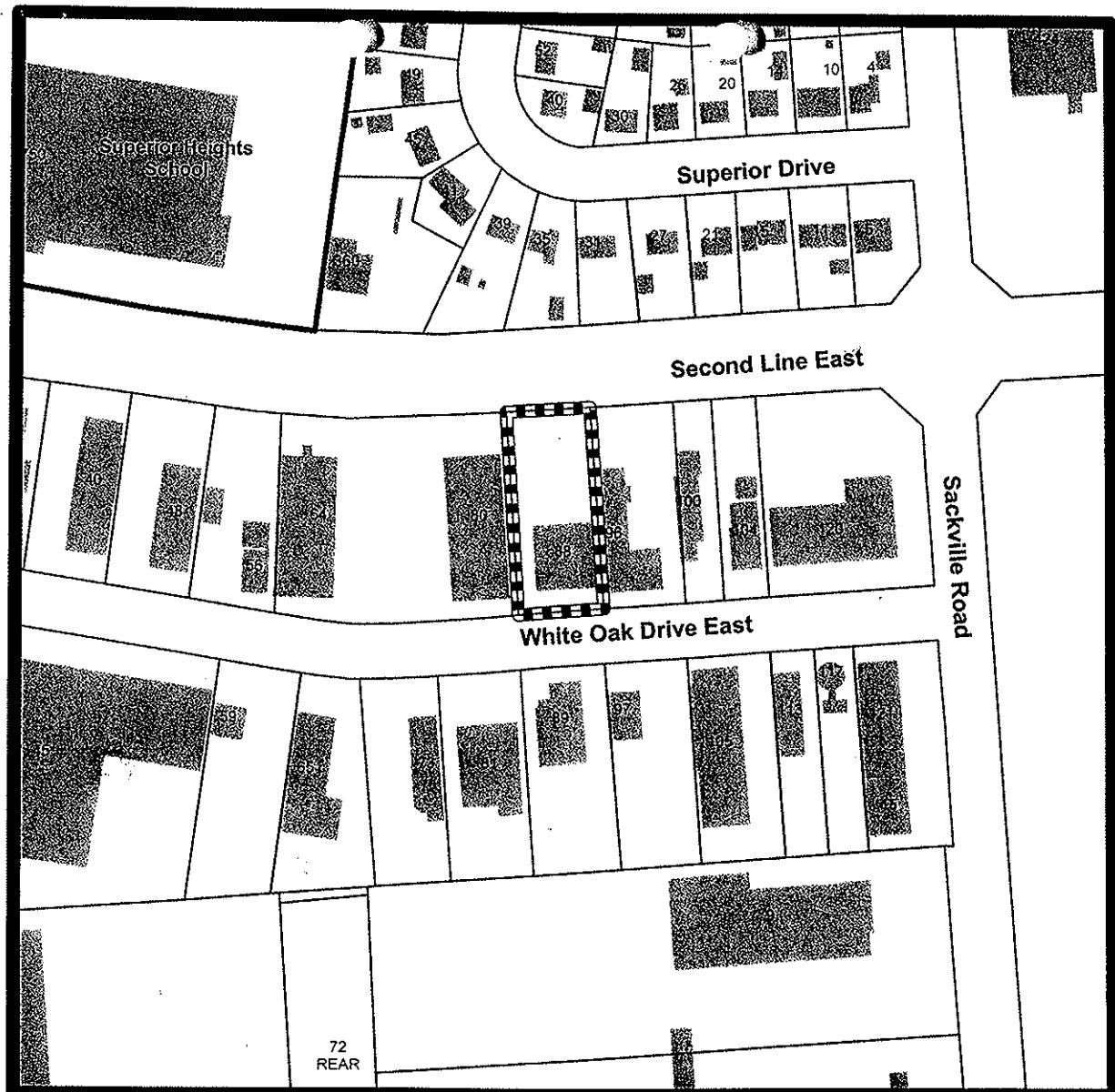
It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

PASSED in Open Council this 24th day of March, 2014.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

SCHEDULE "A" TO BY-LAW 2014-57 AND
SCHEDULE 335 TO BY-LAW 2005-151



SUBJECT PROPERTY MAP
88 WHITE OAK DRIVE EAST
Planning Application A-3-14-Z



METRIC SCALE
1 : 2000

MAP REFERENCE
69 & 1-74

MAIL LABEL ID
A-3-14-Z

Legend



Subject Property = 88 White Oak Drive E

ROLL NUMBER
030-056-006-00

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2014-58

AGREEMENT: (AG132) A by-law to authorize an agreement between the City as Landlord and Rogers Communications Inc. as Tenant to permit a tower and WIC requirement on the Leased Premises being civic 638 Cathcart Street.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated March 24, 2014 between the City as Landlord and Rogers Communications Inc. as Tenant, a copy of which is attached as Schedule "A" hereto. This agreement permits a tower and WIC requirement on the Leased Premises being civic 638 Cathcart Street.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 24th day of March, 2014.

MAYOR – DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

Schedule "A"

TELECOMMUNICATIONS SITE AGREEMENT

Site (legally described on Schedule "A"): 638 Cathcart Street Sault Ste. Marie Ontario

Location Code: C4398

THIS AGREEMENT made this 24 day of March, 2013.

1. IN CONSIDERATION of Five dollars \$5.00, the receipt of which Landlord acknowledges, Landlord leases to Tenant the premises shown on Schedule "B" at the Site described above, including the following: (check appropriate box(es))

- Land comprised of approximately 225 square meters
- Building interior space of approximately _____ square _____
- Building exterior space for attachment of antennas
- Building interior space for attachment of antennas
- Space required for cables and wires
- Rooftop space
- Access road to be constructed by Tenant
- Space for generator and/or connector boxes
- Other

together with the non-exclusive right of unrestricted use of the rest of the Site for purposes of access, staging, construction, installation, removal and repair of telecommunications facilities, and connections to the appropriate utilities, fibre optic and telephone facilities ("access and utility rights").

2. TERM of 5 years beginning on December 1st, 2014 ("Commencement Date").

3. RENT shall be paid monthly in advance in the amount of Hundred Dollars (\$700.00) plus HST, if applicable, starting on the first day of the month following the beginning of construction. Landlord confirms that its HST Number is 122023120 and acknowledges that payment of rent is contingent upon such number being accurate and correct. Commercial realty taxes attributed directly to the premises shall be payable by the Tenant.

4. EXTENSION of the initial term of this agreement is hereby granted to Tenant for 3 additional 5 year extension periods unless Tenant provides Landlord written notice of its intention not to extend at least 60 days prior to the expiration of the then current term. Rent for each extension term shall be rent payable during the preceding term increased by 10%.

5. USE of the premises and access and utility rights by Tenant shall be for the purpose of installing, removing, replacing, relocating, maintaining, supplementing and operating, at its sole expense, telecommunications facilities and equipment for the provision of telecommunication services. Where applicable, Tenant may connect its equipment and provide telecommunication services by wireless, cables and/or wires to the equipment of other occupants at the Site.

6. UTILITIES required for the operation of the telecommunications facilities shall be the sole responsibility of Tenant, and electrical consumption shall be determined by: (check appropriate box(es))

- included in rent or not applicable
- separate meter with direct invoices from local utility, if available
- check meter installed by Tenant, with invoices from Landlord based on meter readings and Tenant's share of Landlord's electrical bill

7. EQUIPMENT, towers, poles, shelters, cabinets, pedestals, antennas and mounts shall remain the personal property of Tenant and shall be removed by Tenant upon expiration or termination of this agreement and the premises shall be restored to its original condition, reasonable wear and tear excepted. Tenant shall not be required to remove conduits, concrete foundations or roof piers at the end of the term.

8. NOTICES shall be in writing and sent by mail, postage prepaid, deemed received 3 days after mailing or by facsimile transmission, deemed received on date transmitted, to the address or facsimile number of the party set forth below.

9. ASSIGNMENT of this agreement by Tenant may be made to any corporate affiliate(s), principal lenders or a purchaser of part or all of Tenant's assets. Assignment or transfer of this Agreement or an interest therein by the Landlord may be made to its principal lenders or a purchaser of the Site. All other assignments require the other party's consent, at its sole discretion. Tenant may permit use of all or any portion of the premises and access and utility rights by others for telecommunications purposes.

10. TERMINATION of this agreement may be exercised by Tenant at any time on 30 days' notice without further liability if Tenant cannot obtain all necessary rights, postponements and approvals required from its senior management, any governmental authority and/or any third party to operate the telecommunications facility on conditions satisfactory to Tenant, or if any such right or approval expires, or is cancelled or terminated, or if for any other reason (e.g., interference with Tenant's signals, damage or destruction, site decommissioning) Tenant determines, in its discretion, that it will no longer use the premises or access rights for its intended purpose. Upon termination, all prepaid rent shall be adjusted to the date of termination. If Tenant defaults under this agreement and such default is not being diligently remedied within 30 days after notice (*force majeure* excepted), Landlord may terminate this agreement on 30 days' written notice.

11. INDEMNITY: Tenant and Landlord indemnify and hold the other harmless against any and all costs (including legal costs) and loss to person or property which arise out of the unlawful or negligent use and/or occupancy of the premises by such indemnifying party. Tenant shall maintain during the term and any extensions, public liability and property damage insurance coverage of not less than \$2,000,000 and upon notice Landlord shall be added as an additional insured and provided with evidence of coverage.

12. HAZARDOUS SUBSTANCES: Landlord represents that it has no knowledge of any substance on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, provincial or local law or regulation. Landlord shall be responsible for any pre-existing contamination of the Site. Landlord and Tenant shall not introduce or use any such substance on the Site in violation of any applicable law.

13. MISCELLANEOUS:

(a) Tenant upon paying the rent shall have quiet possession of the premises. Landlord shall not cause interference or permit others to interfere with or impair the quality of the telecommunications services being rendered by Tenant from the Site. Landlord shall ensure that other carriers granted space on the Site co-ordinate site access and antenna placement with Tenant through Tenant's standard collocation procedures and conditions to ensure there is no interference or impairment and Tenant's quiet possession of the premises is protected. Tenant shall have 24 hours a day, 7 day a week access to the premises subject to Landlord's reasonable security requirements and access cards and/or keys provided by Landlord at Tenant's expense.

(b) Prior to initial installation, Tenant shall supply Landlord with plans and/or surveys as applicable (collectively the "plans"), which plans shall become schedules and form part of this agreement. Tenant's plans for changes to the telecommunications facilities shall also become schedules and form part of this agreement. Landlord shall, at Tenant's expense, assist and co-operate with Tenant in obtaining governmental approvals for Tenant's permitted uses. Landlord shall maintain and Tenant shall use the Site in compliance with all applicable laws, by-laws, rules and regulations of the appropriate jurisdictions pertaining to the environment, health, welfare and occupational safety.

(c) Landlord and/or its agent represents and warrants that it has full authority to enter into and sign this agreement and bind Landlord accordingly.

(d) This agreement contains all agreements, promises and understandings between Landlord and Tenant. All future plans shall become schedules and form part of this agreement.

(e) The terms and conditions of this agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Landlord and Tenant.

(f) Landlord shall permit Tenant or its contractors full access to the Site and premises, in advance, for the purpose of satisfying itself, at its own expense, as to the appropriate conditions for the intended use of the premises, provided Tenant shall repair any damage caused by any tests or inspections.

(g) If Tenant remains in possession at end of term(s), Tenant shall be a monthly tenant at the then current rent.

(h) This agreement shall be governed by the laws of the province in which the Site is located. Invalid provisions are severable and do not impair the validity of the balance of this agreement. Landlord agrees to keep this agreement and its terms strictly confidential and not disclose them unless compelled by law.

(i) If a matrimonial home is located at the Site, Landlord's spouse hereby consents to the agreement.

14. ADDITIONAL PROVISIONS: See Schedule C attached, if applicable.

Landlord

The Corporation of The City of Sault Ste. Marie
P.O. Box 580, 99 Foster Drive
Sault Ste. Marie, Ontario P6A 5N1
Facsimile No. (705) 759-5400
Attention: Nuala Kenny

Per: _____ Per: _____
Name: Mayor Name: City Clerk
Title: Debbie Amaroso Title: Malcolm White

I/we have authority to bind the Corporation.

Tenant
Rogers Communications Inc.
c/o BLJC
One Mount Pleasant Rd., 2nd Floor
Toronto, Ontario M4Y 2Y5
Facsimile No. (416) 935-7799
Attention: Manager, Lease Administration

Per: _____
Name: _____
Title: _____

I have authority to bind the Corporation.

SCHEDULE "A"

LEGAL DESCRIPTION OF LANDLORD'S LANDS ("SITE")

SITE: C4398 – West Street

SITE ADDRESS: 638 Cathcart Street Sault Ste. Marie Ontario

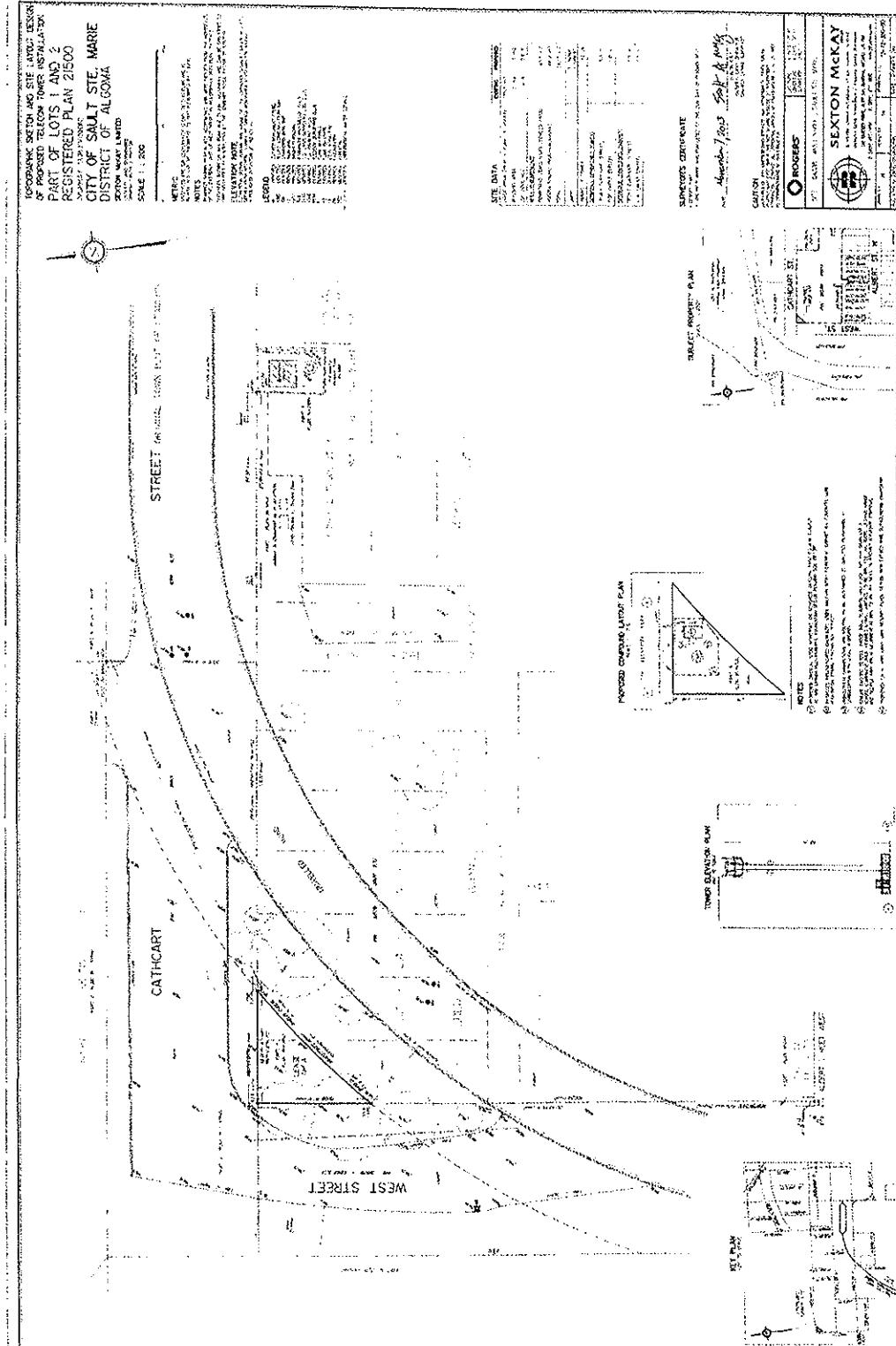
PROPERTY IDENTIFIER: 315780007 (LT)

LEGAL DESCRIPTION: Lane Plan 21500 ST. MARY'S Abutting Lots 1-13 Plan 21500 Closed by T161134; Rome Street Plan 21500 ST. MARY'S Closed By T168066; Lot 1-16, 22-26 Plan 21500 ST. MARY'S Except Part 9, 11 & 12 IR2411; Lot 2-3, 6 Plan 8152 ST. MARY'S; Lane Plan 8152 ST. MARY'S; Lot 1, 8 Plan 7864 ST. MARY'S Except Part 2 IR1648; Lot 1 Plan 8098 ST. MARY'S; Lane Plan 23132 ST. MARY'S; Lot 4 South Side Cathcart Street, 5 South Side Cathcart Street, 6 North Side Murray Street Plan Town Plot of ST. MARY'S Except Part 1-3 IR1695 & The Southerly 14 Feet of the Easterly 55 Feet of Lot 5 South Side Cathcart Street Plan Town Plot of ST. MARY'S; James Street Plan Town Plot of ST. MARY'S Between Murray Street Town Plot of ST. MARY'S & Cathcart Street Town Plot of ST. MARY'S Closed by T167808 Except Part 1 IR1648; Part Lane Plan 21500 ST. MARY'S Closed by T161134 Part 6 IR2411; Part Lot 2 North Side Murray Street, 3 North Side Murray Street, 4 North Side Murray Street, 5 North Side Murray Street, 9 North Side Murray Street, 3 South Side Cathcart Street, 6 South Side Cathcart Street, 8 South Side Cathcart Street Plan Town Plot of ST. MARY'S As In T109820 Except The Easement Therein, As In T112669, T114231, RY40650 & AS IN T133273 (3RDLY) Except T257335, PT 1 & 2 IR1851 & PT 14 IR2411, PT 3-5 IR8760, PT 6-9 IR1943, As In T114847, T110314 & RY40582, As in T107185 & T125541, Part 2 IR1943; Part Lot 4 Plan 8152 ST. MARY'S As In T123679; Part Lane Plan 7864 ST. MARY'S Part 3 & 12 IR1943; City of Sault Ste. Marie, District of Algoma; Land Registry Office for the Land Registry Division of Algoma (No. 1)

SCHEDULE "B"

DESCRIPTION OF PREMISES
(including access rights)

If this agreement is executed with a sketch plan attached as Schedule "B", the Landlord hereby authorizes the Tenant, if it should elect, to substitute a plan (the "Plan") of the premises certified correct according to a field survey by a land surveyor, for the sketch attached hereto as Schedule "B", provided however that the Tenant shall be under no obligation to do so. The Plan, if attached, shall form part of this agreement and shall define the premises. Nothing in the Plan shall limit or detract from other access and utility rights granted in this agreement.



SCHEDULE "C"
ADDITIONAL PROVISIONS
"None"

AUTHORIZATION

RE: ROGERS COMMUNICATIONS INC.

SITE AND NUMBER: C4398 - West Street

ADDRESS: 638 Cathcart Street Sault Ste. Marie Ontario

PROPERTY IDENTIFIER: 315780007 (LT)

LEGAL DESCRIPTION: Lane Plan 21500 ST. MARY'S Abutting Lots 1-13 Plan 21500 Closed by T161134; Rome Street Plan 21500 ST. MARY'S Closed By T168066; Lot 1-16, 22-26 Plan 21500 ST. MARY'S Except Part 9, 11 & 12 1R2411; Lot 2-3, 6 Plan 8152 ST. MARY'S; Lane Plan 8152 ST. MARY'S; Lot 1, 8 Plan 7864 ST. MARY'S Except Part 2 1R1648; Lot 1 Plan 8098 ST. MARY'S; Lane Plan 23132 ST. MARY'S; Lot 4 South Side Cathcart Street, 5 South Side Cathcart Street, 6 North Side Murray Street Plan Town Plot of ST. MARY'S Except Part 1-3 1R1695 & The Southerly 14 Feet of the Easterly 55 Feet of Lot 5 South Side Cathcart Street Plan Town Plot of ST. MARY'S; James Street Plan Town Plot of ST. MARY'S Between Murray Street Town Plot of ST. MARY'S & Cathcart Street Town Plot of ST. MARY'S Closed by T167808 Except Part 1 1R1648; Part Lane Plan 21500 ST. MARY'S Closed by T161134 Part 6 1R2411; Part Lot 2 North Side Murray Street, 3 North Side Murray Street, 4 North Side Murray Street, 5 North Side Murray Street, 9 North Side Murray Street, 3 South Side Cathcart Street, 6 South Side Cathcart Street, 8 South Side Cathcart Street Plan Town Plot of ST. MARY'S As In T109820 Except The Easement Therein, As In T112669, T114231, RY40650 & AS IN T133273 (3RDLY) Except T257335, PT 1 & 2 1R1851 & PT 14 1R2411, PT 3-5 1R8760, PT 6-9 1R1943, As In T114847, T110314 & RY40582, As in T107185 & T125541, Part 2 1R1943; Part Lot 4 Plan 8152 ST. MARY'S As In T123679; Part Lane Plan 7864 ST. MARY'S Part 3 & 12 1R1943; City of Sault Ste. Marie, District of Algoma; Land Registry Office for the Land Registry Division of Algoma (No. 1)

REGION/REGIONAL MUNICIPALITY/COUNTY: Sault Ste. Marie

This letter is my/our authorization to allow Rogers Communications Inc. or their agent's full access to commence municipal approvals for the construction of a telecommunications site on the subject premises.

Rogers Communications Inc. has my/our permission to act as my/our Agent to obtain permits or any other documentation, including copies of all building drawings from the municipality, or any architect or engineer, required to obtain any necessary municipal approvals for this site.

This is only an agreement for Rogers Communications Inc. to obtain municipal approvals for the above mentioned site at Rogers Communications Inc.'s cost and risk.

OWNER/COMPANY NAME: The Corporation of The City of Sault Ste. Marie
P.O. Box 580, 99 Foster Drive
Sault Ste. Marie, Ontario P6A 5N1

per: _____ date: **MAR 24 2014**, 2013.
Name: **Mayor - Debbie Amaroso**
Title: _____

per: _____ date: **MAR 24 2014**, 2013.
Name: **City Clerk - Malcolm White**
Title: _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2014-59

AGREEMENT: (C2.7) A by-law to authorize the execution of an agreement between the City and the Electrical Safety Authority.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 24th day of March, 2014 and made between the City and the Electrical Safety Authority for inspections of City buildings and other facilities for compliance with the Ontario Electrical Safety Code for a 1 year contract for the period April 1, 2014 to March 31, 2015 for an annual fee of \$35,235.00 plus HST.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 24th day of March, 2014.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE



Schedule "A"

Application to the Continuous Safety Services Program

The Electrical Safety Authority ("ESA") operates as a delegated authority on behalf of the provincial government in accordance with Part VIII, section 113 of the *Electricity Act, 1998*, S.O. 1998, c.15, Sched.A, and the *Safety and Consumer Statutes Administration Act, 1996*, S.O. 1996, c.19. As part of its mandate, the ESA is responsible for inspecting electrical work performed in accordance with the Ontario Electrical Safety Code (the "Code"). Under Rule 2-006 of the Code, periodic inspection by the ESA is permitted and available to businesses that qualify to participate in the Continuous Safety Services Program ("CSS") program.

Code Rule 2-006 Periodic Inspection

- (1) An application for inspection may be made by the owner, owner's agent or occupant of any manufacturing, mercantile, or other building where electrical installation work of a routine nature in connection with the maintenance or operation of the building or the plant therein is required to be performed at frequent intervals.
- (2) Acceptance of the application by the inspection department shall authorize the commencement and carrying out of such work during the period for which the acceptance is issued and Rule 2-004 does not apply.
- (3) Upon request, an inspection shall be made at such time and in such manner as the inspection department determines.

By submitting a completed application to the ESA you acknowledge that you have read and understand the requirements of participation in the CSS program and agree to the Terms and Conditions as outlined at
http://www.esasafe.com/assets/files/esasafe/pdf/CSS/1411_CSS_Terms_and_Conditions.pdf

The scope of work covered by the CSS program is explained at
http://www.esasafe.com/assets/files/esasafe/pdf/CSS/1412_CSS_Scope_of_Work.pdf

Applicant / Billing Information			
Company (Legal) Name:	City of Sault Ste Marie		
Address:	99 Foster Drive	P.O. Box:	580
Contact Person:	Orsalina Naccarato	Title:	Admin Assistant to the City Solicitor
Phone:	705 759- 5367 5401	Fax:	E-mail: o.naccarato@cityssm.on.ca
<i>The inspector should contact the following person to arrange for the inspections:</i>			
Name:	Aldo Iacoe	Phone:	705 759-5367
		Email:	a.iacoe@cityssm.on.ca

The Applicant acknowledges that ESA has the right to terminate their membership in the CSS program for any reason by providing 30 days written notice to the Applicant. The ESA acknowledges that the Applicant has the right to terminate their membership in the CSS program for any reason by providing 30 days written notice to the ESA.

Signature:

Mayor - Debbie Amaro

Date:

MAR 24 2014

Schedule A - Fees & Term City Clerk - Malcolm White

The Applicant agrees to pay the following fee to ESA for the period as specified:

\$35,235.00 plus HST paid annually for the period beginning April 1, 2014 and ending March 31, 2015, to be invoiced quarterly.

At the end of the term as defined above, the fee will increase by 3%.



Application to the Continuous Safety Services Program

Schedule B – Facilities

The following facilities are covered by the CSS Program:

**City of Sault
Ste Marie**

Site Information						Total # of Visits:	107
#	Site Name	Street Address	City	Inspector Contact	Phone	Email Address	# of Visits
1	5TH LINE LANDILL PUMP STATION	402 FIFTH LINE EAST	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
2	ALGOMA HEALTH BUILDING	294 WILLOW AV	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	2
3	ANNA MCCREA PARK RINK AND CHANGEROOMS	250 MARK	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
4	BANDSHELL CANTEEN AND WASHROOMS	1301 QUEEN ST E	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	2
5	BOARD WALK LIGHTING AND DIST	ST MARYS RIVER DRIVE	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
6	BONDAR MARINA DOCKS	65 FOSTER DR	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	2
7	BONNEY ST PUMP STATION	765 BONNEY ST	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
8	BUS DEPOT	160 QUEEN ST E	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	2
9	CEMETARIES OFFICE CHAPEL STORAGE	27 FOURTH LINE E	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
10	CENTRAL FIRE STATION	72 TANCRED	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	2
11	CHURCHILL PLAZA LIBRARY	301 LAKE ST	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	2
12	CITY WORKS CENTRE EQUIP STORAGE	128 SACKVILLE RD	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	4
13	CIVIC CENTRE	99 FOSTER DR	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	4



Application to the Continuous Safety Services Program

14	EQUIPMENT GARAGE FUEL PUMPS 3 STORAGE BL.	1504 PEOPLES RD	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	2
15	ERMATINGER STONE HOUSE AND OTHER	831 QUEEN ST E	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
16	ESPOSITO PARK RINK AND CHANGEHOUSE	36 124 QUEEN ST W	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
17	ESSAR CENTRE	269 QUEEN ST E	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	2
18	FARMERS MARKET - new	35 CANAL DRIVE	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	2
19	FIRE HALL NO 2	363 SECOND LINE WEST	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
20	FIRE HALL NO 3	100 BENNETT BLVD	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
21	FORT CREEK DR PUMP STATION	39 FORT CREEK DR	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
22	FRONTENAC PUMP STATION	665 FRONTENAC ST	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
23	GLASGOW AVENUE PUMP STATION	GLASGOW AV	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
24	GORE ST PUMP STATION	75 GORE ST	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
25	GRANDSTANDS AND CHANGEROOMS	427 453 NORTH ST	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
26	GREENHOUSES POTTING BLDG BELL PK	45 LAKE ST	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	2
27	HOUSEHOLD WASTE DEPOT	128 SACKVILLE ROAD	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
28	HURON ST PUMP STATION	99 101 HURON ST	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	2
29	INDUSTRIAL PARK COURT B PUMP STATION	95B INDUSTRIAL PARK NEXT TO 65 IND COURT	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
30	JESSE IRVING CENTRE	84 RUTH ST	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
31	JOHN RHODES ARENA AND POOL	260 280 ELIZABETH ST	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	2
32	K 9 OBEDIENCE SCHOOL	76 FOURTH LINE W	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
33	LANDFILL SITE OFFICE SCALE GARAGE	402 FIFTH LINE EAST	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	2

Application to the Continuous Safety Services Program

34	LOCK TOURS CANADA BUILDING	95 FOSTER DRIVE	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	2
35	LOWER LAKE PUMP STATION	25 LAKE ST	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
36	MACGREGOR AV PUMP STATION	5 MACGREGOR AV	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
37	MAIN LIBRARY	50 EAST ST	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
38	MARY ST PUMP STATION	31 MARY ST	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	2
39	MAUSOLEUM AND ROTUNDA HOLY SEP CEMETERY	28 FOURTH LNE	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
40	MAYCOURT CENTRE	13 SALISBURY ST	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
41	MCMEEKIN ARENA	616 GOULAIS AVE	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
42	MERRIFIELD RINK AND CHANGEHOUSE	331 PATRICK ST	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	2
43	MILLWOOD PUMP STATION	19 MILLWOOD	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
44	MURIEL ST PUMP STATION	3 MURIEL ST	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
45	MUSEUM	690 QUEEN ST E	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
46	OFFICE BUILDING	540 ALBERT ST E	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	2
47	OFFICE REC STORAGE	316 ELIZABETH ST	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	2
48	OVERFLOW STATIONS	VARIOUS LOCATIONS	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
49	PARKING LOTS CITY SSM VARIOUS LOCATIONS	99 FOSTER DR	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
50	PG MANZO POOL	710 YOUNG ST	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
51	PINE ST MARINA FUEL PUMPS AND	20 PINE STREET	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
52	PINE ST MARINA DOCKS	20 PINE STREET	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	2
53	PINE ST PUMP STATION	48 PINE ST	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
54	POINTE DES CHENES PARK AND BUILDINGS	57 POINTE DES CHENES CR	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
55	POLICE HEADQUARTERS AND STORAGE BLDG	580 SECOND LINE EAST	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	2



Application to the Continuous Safety Services Program

56	QUEEN ELIZABETH PARK AND BUILDINGS	280 ELIZABETH	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	2
57	ROBERTA BONDAR PUMP STATION	65 FOSTER DR	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
58	ROSSMORE RD PARK WAS ELLIOT PK	110 ROSSMORE RD	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	2
59	SECOND LINE EAST PARK AND BUILDINGS	1064 1198 SECOND LINE EAST	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	2
60	SENIOR CITIZENS CENTRE	235 283 WELLINGTON ST W	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
61	SENIOR CITIZENS CENTRE	619 BAY STREET	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
62	SERVICE BLDG AND TENT STRUCT BONDAR PAV	65 FOSTER DRIVE	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	2
63	STORAGE AND REPAIR GARAGE AND EMS	65 OLD GARDEN RIVER RD	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	2
64	TALLACK BLVD PUMP STATION	1 TALLACK BLVD AND WEST PERTH BAY	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
65	<i>TENANT RESIDENCE - new</i>	<i>1427 TRUNK ROAD</i>	<i>SAULT STE MARIE</i>	<i>Aldo Iacoe</i>	<i>705 759 5367</i>	<i>a.iacoe@cityssm.on.ca</i>	<i>I</i>
66	TRANSIT CENTRE	111 HURON ST	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	2
67	UPPER LAKE ST UNDERGROUND PUMPING	UPPER LAKE ST	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
68	VARSITY AV PUMP STATION	VARSITY AV	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
69	VE GRECO POOL	269 ALBERT ST E	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
70	WELCOME SIGN SSM	HWY 17 E AT CITY LIMITS	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
71	WELCOME SIGN SSM	HWY 17 N AT CITY LIMITS	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	1
72	WEST END COMMUNITY CENTRE	556 GOULAIS AVE	SAULT STE MARIE	Aldo Iacoe	705 759 5367	a.iacoe@cityssm.on.ca	2



Application to the Continuous Safety Services Program

Schedule C - Special Provisions

The following services are included in the CSS Program:

- 1 ESA will conduct an initial facility review.
- 2 ESA will occasionally conduct facility reviews during scheduled visits.
- 3 ESA will provide access to use the on-line logbook system (CSSL).
- 4 ESA will provide the training workshops itemized in Schedule D.

Disclaimer:

The Electrical Safety Authority (ESA) makes no representations, warranties, or conditions of any kind, express or implied, including, without limitation, implied warranties or conditions as to the work performed under Schedule C – Special Provisions. In no event shall ESA, its employees, directors, or officers, be liable for any damages caused in connection with any work done, or any direct, indirect or incidental damages, injury, loss, costs or expenses, including but not limited to, special or consequential damages, lost revenue, business interruption, or any other commercial or economic loss, howsoever caused, irrespective of whether ESA is advised of the possibility of such damages, injury, loss, cost or expense.

Schedule D - Service Details

Total # of Sites: 72

Total # of Visits: 107

Training Workshops (if applicable)

1. Three (3) half day workshops - Subject to be determined
- 2.
- 3.

Code Book and Bulletin Shipping Information (if applicable)

Logbook Type**: Online Bulletin Type*: CD Version Code Book Type*: Paper Copy

Logbook Qty: _____ Bulletin Qty: 1 Code Book Qty: 1

*Media options for Code Books and Bulletins are: 1. Paper Copy 2. CD Version 3. Online (Web based) version – license

**Media options for Logbooks are: 1. Paper Copy 2. Online (Web based) version

Contact Name: Aldo Iacoe

Title: _____

Address: _____ P. O. Box: _____

City: _____ Postal Code: _____ Fax #: _____

Phone: _____ E-mail: _____

For more information please contact us at 1-877-854-0079

FORM 1410(08/13)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-60

APPOINTMENT: (R1.23) A by-law to appoint a Weed Inspector for the administration of the *Weed Control Act*.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 6, subsection 1 of the *Weed Control Act*, R.S.O., 1990, chapter W.5 and amendments thereto **ENACTS** as follows:

1. APPOINTMENT

Dan Ballstadt is hereby appointed a Weed Inspector for the City of Sault Ste. Marie to enforce the *Weed Control Act* until the appointment of a successor.

2. EFFECTIVE DATE

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

PASSED in Open Council this 24th day of March, 2014.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2014-61

AGREEMENT: (F2) A by-law to authorize the execution of an agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Natural Resources with respect to the prevention, control and extinguishment of fires for a term of five (5) years commencing April 1, 2014 to March 31, 2019.

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

1. EXECUTION OF DOCUMENTS

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 31st day of March, 2014 and made between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Natural Resources with respect to the prevention, control and extinguishment of fires for a term of five (5) years commencing April 1, 2014 to March 31, 2019.

2. SCHEDULE "A"

Schedule "A" hereto forms part of this by-law and can be viewed in the Clerks Department.

3. EFFECTIVE DATE

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

PASSED in open Council this 24th day of March, 2014.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

Acquisition of Easement Agreement

This Agreement made this 24th day of March, 2014,

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter referred to as the "City")

– and –

PUC DISTRIBUTION INC.
(hereinafter referred to as "PUC")

(The City and PUC are hereinafter
collectively referred to as the "Grantors")

– and –

CRIMSON RIDGE HOLDING INC.
(hereinafter referred to as the "Grantee")

WHEREAS the City is the registered owner of the lands and premises described in PIN 31566-0250(LT) 1 FT Reserve, Pl. H480 Korah except T158438, T275639; Sault Ste. Marie, and in PIN 31566-0259(LT) PT Sec 24, Korah PT 1 1R2550; Sault Ste. Marie (the "City's Lands");

AND WHEREAS the PUC is the registered owner of the lands and premises described in PIN 31566-0260(LT) PT Sec 24, Korah PT 1 1R1684, Except PT 1 1R2550, PT 1, 2, 3 1R2355; S/T T281827; Sault Ste. Marie (the "PUC's Lands");

AND WHEREAS in connection with the Grantee's residential development at Crimson Ridge Golf Course, the Grantee is required to install a loop water main at East Dunrobin Bay Road and Brule Road South (the "Works");

AND WHEREAS the Grantee has requested that the City and PUC each respectively grant to the Grantee a non-exclusive easement over portions of the City's Lands and PUC's Lands for the installation and maintenance of the Works as illustrated in Schedule "C" appended to this Agreement (the "Easement");

AND WHEREAS the City and PUC are prepared to grant the aforesaid Easement to the Grantee to facilitate the installation and maintenance of the Works, subject to the terms and conditions set forth herein;

NOW THEREFORE in consideration of the promises, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1.0 EASEMENT LANDS DEFINED

- 1.1 The Grantee has requested and the City hereby agrees to grant to the Grantee a non-exclusive easement over Parts 4 and 5 of the Draft Reference Plan prepared by Tulloch Geomatics under File No. 12-1569, a copy of which is appended as Schedule "C" to this Agreement.
- 1.2 The Grantee has requested and the PUC hereby agrees to grant to the Grantee a non-exclusive easement over Parts 1, 2, and 3 of the Draft Reference Plan prepared by Tulloch Geomatics under File No. 12-1569, a copy of which is appended as Schedule "C" to this Agreement.

1.3 The parties hereto acknowledge and agree that the lands and premises specifically granted by the Grantors to the Grantee in Sections 1.1 and 1.2 above shall hereinafter be referred to as the "Easement Lands".

2.0 PERMISSION TO ENTER

2.1 The Grantee acknowledges and agrees that the Grantee is required to enter into an agreement for the installation of the Works in such form and content that is satisfactory to the Public Utilities Commission, Sault Ste. Marie (the "Crimson/Commission Agreement"). The Grantee acknowledges and agrees that the execution of a binding Crimson/Commission Agreement is a condition precedent to any and all matters set out in this Agreement. The Grantee shall provide the Grantors with an executed copy of the Crimson/Commission Agreement as evidence that it has met this condition precedent prior to entering the Easement Lands or otherwise dealing with any matters arising from this Agreement.

2.2 The Grantee acknowledges and agrees that the Crimson/Commission Agreement shall be consistent with the terms and conditions of this Agreement, and shall further contain the following clauses:

- (a) That the Public Utilities Commission, Sault Ste. Marie shall issue final acceptance of the Works following the Grantee's successful completion of all of the requirements set out in the Crimson/Commission Agreement ("Commission Final Acceptance");
- (b) That upon the Grantee's successful completion of all of the requirements set out in this Agreement and that further upon Commission Final Acceptance, the Grantee shall forthwith transfer the Easement set out in this Agreement to the Public Utilities Commission, Sault Ste. Marie, without cost or liability to the Grantors, and free and clear from all encumbrances save and except for any existing easements; and
- (c) That the Grantee and the Public Utilities Commission, Sault Ste. Marie acknowledge and agree that the Easement set out in this Agreement is non-exclusive and that the Grantors may in the future grant access, an easement or otherwise deal with the City's Lands and PUC's Lands without restriction, save and except for any existing easements, including the Easement set out herein.

2.3 The Grantee further acknowledges and agrees that the Works shall cross lands that drain into the East Davignon Creek, which lands are under the authority of the Sault Ste. Marie Region Conservation Authority ("SSMRCA"). The Grantee undertakes to apply for a review and permit for the Works from the SSMRCA prior to commencement of any of the Works contemplated under this Agreement. The Grantee acknowledges and agrees that a permit for the Works from the SSMRCA is a condition precedent to any and all matters set out in this Agreement. The Grantee shall provide the Grantors with a copy of the permit issued by the SSMRCA, to the satisfaction of the Grantors in their sole discretion, as evidence that it has met this condition precedent prior to entering the Easement Lands or otherwise dealing with any matters arising from this Agreement.

2.4 Following the Grantee's completion of the condition precedents set out in Sections 2.1 to 2.3 inclusive above to the satisfaction of each of the Grantors, in their respective sole discretion, the Grantors shall permit the Grantee, its employees, servants, agents, consultants and contractors, to enter upon the Easement Lands for the purpose of constructing the Works only and for no other purpose.

2.5 The Grantee shall, at its sole cost and expense, provide prior written notification of the Works to all homeowners who reside adjacent to the Easement Lands and retain a copy of the aforesaid written notification for production to the Grantor(s) upon request for

same. This notice shall include sufficient details of the Works, including the dates construction will commence and terminate.

- 2.5** The Grantee shall construct the Works in accordance with the terms and conditions set out in Schedules “A” and “B” attached to this Agreement.
- 2.6** The Grantee shall complete the construction and installation of the Works by July 31, 2014. The Grantee shall notify the Grantors that the Works have been installed and constructed immediately upon completion of same.
- 2.7** The Grantee shall not do or cause to be done any action which would damage, waste, disfigure, or injure the Easement Lands or any other lands and premises, including the City park lands and the lands and premises adjacent to the Easement Lands, or any part thereof or otherwise cause a nuisance. Any such action to the Easement Lands or any other lands and premises, including City park lands and the lands and premises adjacent to the Easement Lands by the Grantee or any of the Grantee’s agents, employees or contractors in relation to or in connection with the Works, the Easement or any other matters under this Agreement shall be the financial responsibility and liability of the Grantee to repair. The Grantee further acknowledges and agrees that the City may immediately complete all work that the City, in its sole discretion deems necessary to repair the City’s Lands. The Grantee further acknowledges and agrees that the PUC may immediately complete all work that the PUC, in its sole discretion deems necessary to repair the PUC’s Lands. Any costs incurred by the City and/or PUC to repair their respective lands and premises as set out herein shall be payable by the Grantee immediately upon demand by any or both of the Grantors.

3.0 FORMALIZING EASEMENT

- 3.1** The Grantee undertakes to provide the Grantors with a draft Reference Plan for approval by each of the respective Grantors, in their respective sole discretion, within thirty (30) days of completing the construction of the Works.
- 3.2** The Grantee shall advise the Grantors of Commission Final Acceptance immediately following receipt of same and shall provide the Grantors with evidence supporting same to the satisfaction of each of the Grantors, in their respective sole discretion.
- 3.3** Following the Grantee’s completion of the condition precedents set out in Sections 3.1 and 3.2 above to the satisfaction of each of the Grantors, in their respective sole discretion, the Grantee shall:
 - (a) cause to have registered the approved draft Reference Plan on title to the Easement Lands; and
 - (b) following completion of matters set out in Section 3.3(a) above, thereafter cause to have registered a Transfer/Deed of Easement for the Easement Lands from the Grantors to the Grantee.
- 3.4** The Transfer/Deed of Easement for the Easement Lands to be registered in accordance with Section 3.3 herein, shall, *inter alia*, contain the terms and conditions set out in Schedule “B” attached to this Agreement (the “Easement”).
- 3.5** The Grantee shall be responsible for the payment of all costs and expenses related directly and indirectly with the Reference Plan, the Easement, and the registration of both the Reference Plan and Easement on title to the Easement Lands, including but not limited to survey costs, legal fees and registration disbursements.
- 3.6** Following completion of matters set out in Sections 3.3 and 3.4 above, the Grantee undertakes to forthwith transfer the Easement set out herein to the Public Utilities

Commission, Sault Ste. Marie, without cost or liability to the Grantors and free and clear from all encumbrances save and except for any existing easements, including the Easement set out herein.

4.0 EASEMENT LANDS

- 4.1** The Grantee hereby confirms that the Grantors have not made any representations, warranties or other assurances, either expressed or implied, as to the condition of the soil, the subsoil, the ground and surface water, any environmental matters, and any site conditions regarding the Easement Lands, or the suitability of the Easement Lands for the Works and Easement set out herein or any other matters respecting the Easement Lands whatsoever. The Grantee acknowledges that it has carried out an inspection of the Easement Lands to satisfy itself concerning the suitability of same for its proposed use and the Works, and that it use of the Easement Lands in accordance with this Agreement is on an "as is, where is" basis.
- 4.2** The Grantee hereby acknowledges and agrees that this Agreement and the Easement set out herein in no way confers any rights, benefits or title in any way to the Grantee of the Easement Lands. The City's Lands shall remain the property, title and right of the City and the PUC's Lands shall remain the property, title and right of the PUC.

5.0 ONGOING MAINTENANCE OF THE WORKS AND EASEMENT

- 5.1** The Grantee shall be responsible for any and all matters regarding the repair, maintenance and upkeep of the Works and Easement. At no time shall the Grantors be in any way responsible to complete such repair, maintenance and upkeep of the Works and Easement.
- 5.2** In the event that the Grantee fails to complete any repair, maintenance and upkeep of the Works and Easement, which thereby causes damage, waste, disfigurement or injury to the City's Lands and any other lands and premises owned by the City, which determination shall be made by the City in its sole discretion, the Grantee further acknowledges and agrees that the City may immediately complete all work that the City in its sole discretion, deems necessary to repair the City's Lands and any other lands and premises owned by the City. Any costs incurred by the City to repair the City's Lands and any other lands and premises owned by the City as set out herein shall be payable by the Grantee immediately upon demand by the City.
- 5.3** In the event that the Grantee fails to complete any repair, maintenance and upkeep of the Works and Easement, which thereby causes damage, waste, disfigurement or injury to the PUC's Lands, which determination shall be made by the PUC in its sole discretion, the Grantee further acknowledges and agrees that the PUC may immediately complete all work that the PUC in its sole discretion, deems necessary to repair the PUC's Lands. Any costs incurred by the PUC to repair the PUC's Lands as set out herein shall be payable by the Grantee immediately upon demand by the PUC.

6.0 COSTS, INDEMNITIES AND INSURANCE

- 6.1** The Grantee shall be responsible for all losses, damages, liabilities, costs and expenses (including legal fees on a substantial indemnity scale basis and disbursements) whatsoever, relating directly or indirectly to the Works and Easement set out herein, and shall indemnify and save harmless the Grantors from any such losses, damages, liabilities, costs and expenses incurred by the City and PUC that may result from same. The Grantee acknowledges and agrees that all matters related to the Works and Easement are the responsibility of the Grantee.
- 6.2** The Grantee shall comply with all laws, by-laws, rules and regulations of any governing body respecting the construction, installation, use, repair and maintenance of the Works

and Easement, and shall save harmless and fully indemnify the City and PUC from and against all losses, damages, liabilities, costs and expenses (including legal fees on a substantial indemnity scale basis and disbursements) incurred by the City and PUC that may result from same.

- 6.3 The Grantee shall indemnify and save harmless the City and PUC from all losses, damages, liabilities, costs and expenses (including legal fees on a substantial indemnity scale basis and disbursements) caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with the installation, construction, use, maintenance, presence or removal of the Works and Easement covered under this Agreement, the intent being that the City and PUC shall be at no risk or expense to which it would not have been put had the Works and Easement not been so constructed, installed, used or maintained or removed by the Grantee.
- 6.4 Immediately prior to entering the City's Lands in accordance with Section 2.4 of this Agreement and until such time as this Agreement is terminated in accordance with Section 11 herein, the Grantee shall maintain at its sole expense, general liability insurance to the inclusive limit of not less than Five Million (\$5,000,000.00 CDN) Canadian Dollars per occurrence, insuring all claims for damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, however and whatsoever incurred, suffered or sustained in relation to in connection with the Works, the Easement and any matters related directly or indirectly to this Agreement, including any losses or damages which have been caused or contributed to by any breach of the *Occupier's Liability Act* on the part of the City, but not including intentional acts of the City. This amount is subject to adjustment at the sole discretion of the City. The insurance policy referenced herein shall name the City of Sault Ste. Marie as an "Additional Insured". A Certificate of Insurance to the satisfaction of the City confirming the above coverage is in effect for the period set out herein shall be provided to the City on or before entering the City's Lands in accordance with Section 2.4 and thereafter on or before March 1st of each calendar year thereafter until such time as this Agreement is terminated in accordance with Section 11 herein.
- 6.5 Immediately prior to entering the PUC's Lands in accordance with Section 2.4 of this Agreement and until such time as this Agreement is terminated in accordance with Section 11 herein, the Grantee shall maintain at its sole expense, general liability insurance to the inclusive limit of not less than Five Million (\$5,000,000.00 CDN) Canadian Dollars per occurrence, insuring all claims for damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, however and whatsoever incurred, suffered or sustained in relation to in connection with the Works, the Easement and any matters related directly or indirectly to this Agreement, including any losses or damages which have been caused or contributed to by any breach of the *Occupier's Liability Act* on the part of the PUC, but not including intentional acts of the PUC. This amount is subject to adjustment at the sole discretion of the PUC. The insurance policy referenced herein shall name PUC Distribution Inc. as an "Additional Insured". A Certificate of Insurance to the satisfaction of the PUC confirming the above coverage is in effect for the period set out herein shall be provided to the PUC on or before entering the PUC's Lands in accordance with Section 2.4 and thereafter on or before March 1st of each calendar year thereafter until such time as this Agreement is terminated in accordance with Section 11 herein.

7.0 NOTICE

- 7.1** Any notice required or permitted to be given under this Agreement shall be in writing and may be given by delivering or mailing the notice to:

In the case of the City:

The Corporation of the City of Sault Ste. Marie
 Attention: Assistant City Solicitor
 Legal Department
 99 Foster Drive, P.O. Box 580
 Sault Ste. Marie, Ontario P6A 5N1

In the case of the PUC:

PUC Distribution Inc.
 500 Second Line East, P.O. Box 9000
 Sault Ste. Marie, Ontario P6A 6P2

In the case of the Grantee:

Crimson Ridge Holding Inc.
 418 Fourth Line West
 Sault Ste. Marie, ON P6A 0B5

or to such other address as either Party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the fourth (4th) business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the first (1st) day next following the date of faxing.

8.0 ASSIGNMENT AND TRANSFERABILITY

- 8.1** Except as otherwise provided in this Agreement, the rights and obligations created by this Agreement are exclusive to and shall not be transferred or assigned by the Grantee, except by prior written consent of both of the Grantors.

9.0 ACCESS

- 9.1** If, at the sole discretion of the City, PUC and/or emergency personnel, the City, PUC or emergency personnel requires access to any portion of the Easement Lands, such that the removal of any portion or the entirety of the Works and/or Easement is required, the Grantee shall in no way restrict such access and/or removal of a portion or the entirety of the Works and/or Easement, and the City, PUC and/or emergency personnel shall in no way be responsible for restoring the Works and/or Easement to its condition prior to such access and/or removal by the City, PUC or emergency personnel.

10.0 HEALTH & SAFETY AND WSIB

- 10.1** The Grantee and any contractor(s) or subcontractor(s) employed by them shall comply with all requirements of the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1 and its regulations; including, but not limited to, providing proof of compliance with WSIB requirements (maintain current WSIB Clearance Certificate on file with the City for the duration of the onsite work), providing proof of Commercial General Liability Insurance (minimum of Two Million (\$2,000,000.00 CDN) Canadian Dollars per occurrence) for the duration of the onsite work; and compliance with the City's Contractor Qualification

Policy. The Grantee shall ensure that the requirements as set out herein apply to any subcontractors employed by the Grantee.

11.0 TERMINATION

- 11.1** The City, PUC and the Grantee may each cancel this Agreement on giving thirty (30) days written notice to the other parties of the intention to do so, without any liability, cost or expense to the party terminating the aforesaid Agreement.
- 11.2** Upon registration of the Easement on the Easement Lands, this Agreement shall hereby be terminated. The parties hereto acknowledge and agree that in accordance with Section 3.4 of this Agreement, the Transfer/Deed of Easement for the Easement Lands to be registered on title to the Easement Lands shall contain the terms and conditions set out in Schedule "B" attached hereto, which conditions and terms shall continue into perpetuity.
- 11.3** The parties further acknowledge and agree that Sections 1-6 inclusive and 8-14 inclusive of this Agreement shall survive the termination of this Agreement.

12.0 GOVERNING LAW

- 12.1** This Agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The Parties hereto attest to the jurisdiction of the Courts of Ontario. This Agreement shall be treated in all respects as an Ontario contract.

13.0 GENERAL

- 13.1** Time shall, in all respects, be of the essence of this Agreement, provided that the time for doing or completing any matter provided for in this Agreement may be extended or abridged by an agreement, in writing, signed by the Grantors and the Grantee or by an agreement between their respective solicitors who are hereby expressly authorized in this regard.
- 13.2** Whenever the singular is used in this Agreement, it includes the plural and whenever the masculine gender is used in this Agreement it includes the feminine gender if the context so requires.
- 13.3** Schedules "A", "B" and "C" attached hereto form part of this Agreement.
- 13.4** This Agreement is binding upon, and shall enure to the benefit of, the Grantors and the Grantee and their respective successors and assigns.
- 13.5** This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. The Parties agree that this Agreement may be transmitted by facsimile transmission and that if signed by all Parties such transmission will constitute a legally binding agreement.

14.0 ENTIRE AGREEMENT

- 14.1 This Agreement and Schedules appended hereto contains the entire agreement between the Parties hereto with respect the Easement Lands and there are no prior representations, either oral or written, between them other than those set forth in this Agreement. This Agreement supersedes and revokes all previous negotiations, arrangements, representations and information conveyed, whether oral or written, between the Parties hereto. The Grantors acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties except such as are expressly set out in this Agreement.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement this day of 2014.

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

Per: _____
Mayor – Debbie Amaro

Per: _____
City Clerk – Malcolm White

I/We have authority to bind the Corporation

PUC DISTRIBUTION INC.

Per: _____

Per: _____

I/We have authority to bind the Corporation

CRIMSON RIDGE HOLDING INC.

Per: _____

Per: _____

I/We have authority to bind the Corporation

14.0 ENTIRE AGREEMENT

- 14.1** This Agreement and Schedules appended hereto contains the entire agreement between the Parties hereto with respect the Easement Lands and there are no prior representations, either oral or written, between them other than those set forth in this Agreement. This Agreement supersedes and revokes all previous negotiations, arrangements, representations and information conveyed, whether oral or written, between the Parties hereto. The Grantors acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties except such as are expressly set out in this Agreement.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement this 24th day of March, 2014.

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

Per: _____
Mayor – Debbie Amaroso

Per: _____
City Clerk – Malcolm White

We have authority to bind the Corporation

PUC DISTRIBUTION INC.

Per: _____

Per: _____

I/We have authority to bind the Corporation

CRIMSON RIDGE HOLDING INC.

Per: _____

Per: _____

I/We have authority to bind the Corporation

SCHEDULE "A"

1. The Grantee, its employees, agents, contractors, consultants, invitees and those for whom the Grantee is, in law, responsible, shall:
 - (a) occupy or make use of the Easement Lands only for the purpose of constructing the Works only in accordance with the terms and conditions of this Agreement and for no other purpose;
 - (b) ensure that no person for whom the Grantee is not responsible in law, is permitted access to the Easement Lands;
 - (c) construct the Works at its sole cost, liability and expense;
 - (d) maintain the Easement Lands in a clean and safe condition at its sole cost, liability and expense;
 - (e) not damage, waste, disfigure or injure the Easement Lands or any other lands and premises with respect to matters related directly or indirectly to this Agreement; and
 - (f) not permit the presence of any hazardous or toxic substances or materials on the Easement Lands.
2. (a) The Grantee shall make all payments and take all steps as may be necessary to ensure that no lien is registered against the Easement Lands as a result of any work, service or material supplied to the Grantee or to the Easement Lands or as a result of any other matters related directly or indirectly to this Agreement. The Grantee shall, at its sole cost, liability and expense, cause any such registration to be discharged or vacated immediately following notice from the Grantors or within Thirty (30) Days following such registration whichever is earlier. The Grantee shall indemnify and save harmless the Grantors, and their successors and assigns, from and against any liabilities, claims, liens, damages, costs and expenses, including legal fees on a substantial indemnity scale basis and disbursements, arising in connection with any work, service or material supplied to the Grantee or to the Easement Lands, or as a result of any other matters related directly or indirectly to this Agreement.
(b) If the Grantee fails to cause any such registration to be discharged or vacated in accordance with Section 2(a) of this Schedule, the Grantors, in addition to any other rights, may, in its respective sole discretion, discharge the same by paying the amount claimed into Court, and the amounts so paid and all related costs incurred in respect thereof by the Grantors, including all legal fees and disbursements, shall be paid by the Grantee to the Grantors forthwith upon demand.
3. (a) This Agreement in no way constitutes a release for damages that may be caused by the construction and installation of the Works, the Grantee's use or occupancy of the Easement Lands or any matters related directly or indirectly to this Agreement. The Grantors and their successors and assigns shall not be liable or responsible in any way for any personal injury, loss of life, damage to property, death or other loss or injury caused by or arising out of the construction and installation of the Works, the Grantee's use or occupancy of the Easement Lands or any matters related directly or indirectly to this Agreement.
(b) The Grantee shall protect and indemnify and hold the Grantors and their successors and assigns harmless from and against any and all losses, claims, actions, damages, liabilities and expenses in connection with any personal injury, loss of life, damage to property, death or other loss or injury whatsoever arising from or out of or as a result of the construction and installation of the Works, the Grantee's use or occupancy of the Easement Lands, any act or omission of any

agent, servant, employee or any other person for whom the Grantee may in law be responsible, or any other matters related directly or indirectly to this Agreement.

SCHEDULE "B"

CONDITIONS OF EASEMENT

The Corporation of the City of Sault Ste. Marie and PUC Distribution Inc. (collectively the "Transferors") hereby grant, convey and transfer unto the Transferee, its successors and assigns a non-exclusive right, interest and easement upon, under, along, over and through their respective lands hereby described in the Transfer/Deed of Easement (collectively the "Easement Lands") for the following purpose, namely:

To construct, install, operate, maintain, inspect, alter, repair, replace, reconstruct or remove a loop water main as illustrated in Appendix "A" appended to these Conditions of Easement (the "Works"), including all pipes, conduits, connections, mains, valves, apparatus, appliances, manholes, catch basins and fixtures necessary or incidental thereto.

The Transferee shall have access to the said Easement Lands and Works at all times by its servants, agents, contractors and subcontractors and its vehicles, supplies, machinery and equipment, subject to the conditions set out herein, including but not limited to the full payment by the Transferee of compensation for damage to the Transferor(s) entitled to such compensation caused to the Easement Lands by the construction, installation, operation, maintenance, inspection, alteration, repair, replacement, removal or reconstruction of the Works.

The Transferee covenants and agrees that it shall not damage, waste, disfigure, or injure the Easement Lands or any other lands and premises, including the City park lands and the lands and premises adjacent to the Easement Lands, or any part thereof or otherwise cause a nuisance. Any such action to the Easement Lands or any other lands and premises, including City park lands and the lands and premises adjacent to the Easement Lands by the Transferee or any of the Transferee's agents, employees or contractors relating directly or indirectly to the Works shall be the financial responsibility and liability of the Transferee to repair forthwith. The Transferee further covenants and agrees that the Transferors may solely or collectively complete all works that the Transferors, in each of their sole discretion, deem necessary to repair their respective lands. The Transferee covenants and undertakes to pay in full any and all such costs incurred by the Transferors at the Transferors' sole discretion to repair their respective lands immediately upon demand by any or both of the Transferors.

The Transferee shall be responsible for any and all matters regarding the operation, maintenance, inspection, alteration, repair, replacement, removal or reconstruction of the Works. At no time shall the Transferors be in any way responsible for same.

The Transferee covenants and agrees that any contractor(s) or subcontractor(s) employed by the Transferee them shall comply with all requirements of the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1 and its regulations; including, but not limited to, providing proof of compliance with WSIB requirements (maintain current WSIB Clearance Certificate on file with The Corporation of the City of Sault Ste. Marie for the duration of the onsite work), providing

proof of Commercial General Liability Insurance (minimum of Five Million (\$5,000,000.00 CDN) Canadian Dollars per occurrence) for the duration of the onsite work; and compliance with The Corporation of the City of Sault Ste. Marie's Contractor Qualification Policy. The Transferee further covenants and agrees that the conditions set out in this Easement shall apply to any contractors and subcontractors employed by the Transferee.

The Transferee covenants and agrees that in the event that the Transferee fails to complete any repair, inspection, maintenance or upkeep of the Works which thereby causes damage, waste, disfigurement or injury to any portion of the Easement Lands, which determination shall be made by each of the Transferors in their sole discretion in respect of their lands, the Transferee covenants and agrees that the Transferors may complete all works that the Transferors determine in their sole discretion is necessary to repair their respective lands. The Transferee covenants and undertakes to pay any such costs incurred by the Transferors to repair their respective lands forthwith upon demand by any of the Transferors.

The Transferee covenants and agrees that it shall not use or permit the use of the Easement Lands for any purpose other than the Works and further covenants and agrees that no buildings or structures shall be erected on the Easement Lands.

The Transferee covenants and agrees that if either or both of the Transferors and/or emergency personnel requires access to the Easement Lands, such that the removal or excavation or any portion or the entirety of the Works is required, the Transferee shall in no way impede or restrict such access and the Transferors and/or emergency personnel shall in no way be responsible for restoring the Works or the Easement Lands to its condition prior to such access by the Transferors and/or emergency personnel.

The Transferee covenants and agrees it shall be responsible for all losses, damages, liabilities, costs and expenses (including legal fees on a substantial indemnity scale basis and disbursements) whatsoever, relating directly or indirectly to the Works and this Easement, and shall indemnify and save harmless the Transferors from any such losses, damages, liabilities, costs and expenses incurred by the Transferors that may result from same. The Transferee acknowledges and agrees that all matters related to the Works and this Easement are the responsibility of the Transferee.

The Transferee shall comply with all laws, by-laws, rules and regulations of any governing body respecting the construction, installation, operation, maintenance, inspection, alteration, repair, replacement, removal or reconstruction of the Works, and shall save harmless and fully indemnify the Transferors from and against all losses, damages, liabilities, costs and expenses (including legal fees on a substantial indemnity scale basis and disbursements) incurred by the Transferors that may result from same.

The Transferee shall indemnify and save harmless the Transferors from all losses, damages, liabilities, costs and expenses (including legal fees on a substantial indemnity scale basis and disbursements) caused to or incurred by Transferors and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with the construction,

installation, operation, maintenance, inspection, alteration, repair, replacement, removal or reconstruction of the Works, the intent being that the Transferors shall be at no risk or expense to which it would not have been put had the Works not been so constructed, installed, operated, maintained, altered, repaired, replaced, removed or reconstructed by the Transferee.

The Transferee covenants and agrees that at its sole expense, it shall keep in force at all times that the Works remain on the Easement Lands general liability insurance, in an amount not less than Five Million (\$5,000,000.00 CDN) Canadian Dollars per occurrence, insuring all claims for damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, however and whatsoever incurred, suffered or sustained in relation to in connection with the Works, this Easement and any matters related directly or indirectly to the Works or this Easement, including any losses or damages which have been caused or contributed to by any breach of the *Occupier's Liability Act* on the part of the Transferors, but not including intentional acts of the Transferors. This amount is subject to adjustment at the sole discretion of the Transferors. The insurance policy referenced herein shall name the Transferors as an "Additional Insured". A Certificate of Insurance to the satisfaction of each of the Transferors, in their sole discretion, confirming the above coverage is in effect for the period set out herein shall be provided to the Transferors upon registration of this Easement and thereafter on or before September 1st of each calendar year so long as the Works remain on the Easement Lands.

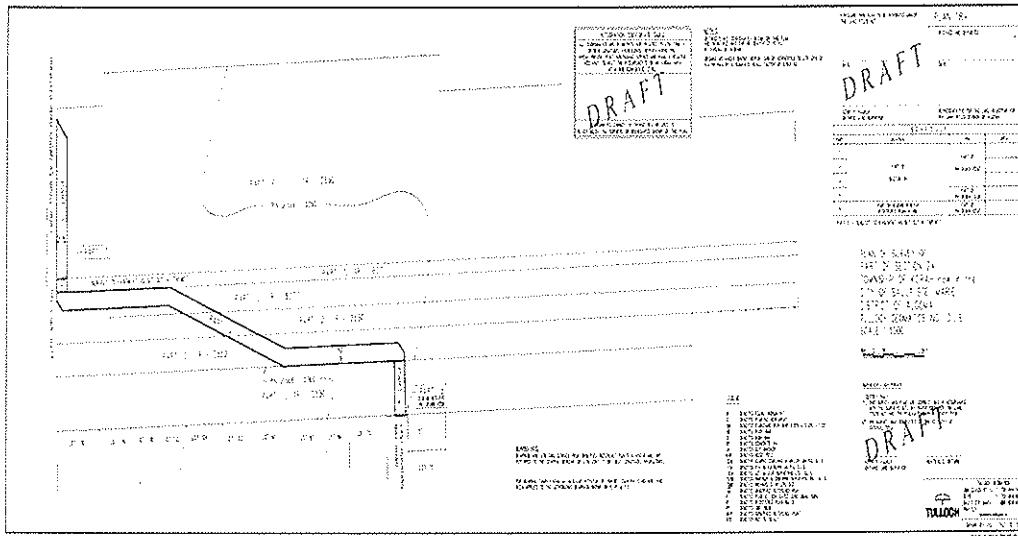
The Transferee covenants and agrees that it shall not assign, transfer or make any other decision of the rights conferred in this Easement without the consent of both of the Transferors.

The Transferee covenants and agrees that this Easement is non-exclusive and the Transferors may in the future grant access, an easement or otherwise deal with the Easement Lands without restriction, save and except for any existing easements, including the Easement for the Works set out herein.

The Transferors covenant with the Transferee that they both have the right to convey this Easement to the Transferee.

This Easement is granted at the request of the Transferee for the installation and ongoing maintenance of the Works located on the property of the Transferors and is to be used consistent with the use of the Works and the terms and conditions of this Easement as set out herein.

SCHEDULE "C"



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2014-63

AGREEMENT: (E2.1) A by-law to authorize the execution of a sponsorship agreement between the City and CTV Television Inc. for the promotion of the 20 Minute Sault Ste. Marie Makeover.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a sponsorship agreement in the form of Schedule "A" hereto dated the 24th day of March, 2014 and made between the City and CTV Television Inc. for the promotion of the 20 Minute Sault Ste. Marie Makeover.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 24th day of March, 2014.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

Schedule "A"



20 – Minute Sault Ste Marie Makeover 2014
Sponsorship Agreement 2014

This agreement, dated the 24th day of March 2014, between the Corporation of the City of Sault Ste Marie, an organization duly incorporated under the laws of the province of Ontario, hereinafter called **20 – Minute Sault Ste Marie Makeover**.

and

CTV Television Inc., a company duly incorporated under the laws of the Province of Ontario, hereinafter called **CTV**. In consideration of the mutual promises contained herein, the Parties agree as follows:

Event Date: Tuesday, April 22, 2014 CTV Rep: Brett Lund

Contact: Madison Zuppa
 Environmental Initiatives Co-ordinator
 City of Sault Ste Marie
 705-541-7175

Website: www.cityssm.on.ca

CTV AGREES TO GIVE 20 – MINUTE SAULT STE MARIE MAKEOVER:

Note: *Regional* - refers to broadcast/coverage throughout Northeastern Ontario on CTV stations Sudbury, Timmins, North Bay, and Sault Ste. Marie. Population: 639,866. *Local* - refers to broadcast coverage in the Sault Ste. Marie area. Population: 118,665. **CTV donated airtime is not to be brokered out to any other party; only the Event and CTV will be acknowledged.**

1. Commercial airtime:

Based on an investment of **\$1,000**, CTV agrees to promote the **20 MINUTE SAULT STE MARIE MAKEOVER** through the donation of **\$4,000** in television advertising. Airtime will run LOCAL.

Production costs will be \$200 for a 30 second spot or \$100 for a 5 or 10 sec. tag.

In airtime sell out situations, some spots may be pre-empted.

In the event there are any further advertising dollars spent, CTV will be entitled to a fair and equitable share based on its contribution.

2. Website: (Approx. value \$400/2 weeks) CTV will feature your event and provide high profile positioning on the CTV Northern Ontario website in the Community Notes section.
3. A CTV Sponsorship does not guarantee news coverage. Delivery of News Releases to CTV newsroom and contact with the News Producer are the responsibility of **20 MINUTE SAULT STE MARIE MAKEOVER**.
Send Release to: Don Chapman at [don.chapman@bellmedia.ca](mailto:dong.chapman@bellmedia.ca) or Rick Wyman at rick.wyman@bellmedia.ca or fax to 705-673-0730 or Phone 705-674-0110
4. Television: Community Calendar announcements (Approx. value \$1,230) promoting the event and associated activities will be made available. Information to be provided by event organizers and sent directly to the attention of Anita Paci at anita.paci@bellmedia.ca. (Required 2 weeks in advance)

20 MINUTE SAULT STE MARIE MAKEOVER AGREES TO GIVE CTV: Yes

1. Invest \$1,000 in television advertising.
2. Audio Visual acknowledgement of CTV in all TV ads
3. CTV Logo to be included on all printed materials (including but not limited to posters, programs, newsletters) Size and Positioning of logo to be negotiated.
CTV MUST approve use of our logo on all materials PRIOR to printing with a minimum of 2 weeks lead time for approvals.
4. FREE Ad in any programs produced. Outside back cover preferred.
5. CTV recognition in associated radio/print campaigns.
6. CTV sponsorship status highlighted at news conferences/news releases.
7. CTV to have prominent positioning in Event Signage created.
8. Event agrees to provide banner/signage opportunities at event, news conferences, or promotional events. (Event organizers will be responsible to pick up and return banners to CTV).
9. Website recognition.
10. CTV to be given the opportunity to sponsor the event the following year.

Miscellaneous Details:

All CTV logos must be obtained through CTV. Please email anita.paci@bellmedia.ca to request the CTV logo and guidelines.

All print and on-air material need to be approved by CTV Marketing Department before final print/airing. Please send a proof to Anita Paci at anita.paci@bellmedia.ca at least 2 weeks prior to printing.

Other information:

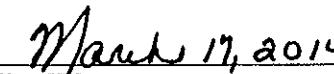
Other Event/Initiative Sponsors: Walmart, OLG, Tim Horton's

Anticipated Attendance: 500+ participants

Target Audience: 2+



CTV SIGNING REPRESENTATIVE



DATE

THE CORPORATION OF THE
CITY OF SAULT STE. MARIE
SIGNING OFFICER

DATE

WITNESS

DATE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2014-64

AGREEMENT: (E2.3) A by-law to authorize an agreement between the City and Stem Engineering Group Incorporated for engineering fees related to tank and wet well inspections at the Bellevue Sanitary Sewer Overflow, and Pim Street pump station locations.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement between the City and Stem Engineering Group Incorporated for engineering fees related to tank and wet well inspections at the Bellevue Sanitary Sewer Overflow, and Pim Street pump station locations, dated March 17, 2014 attached as Schedule "A" hereto.

2. SCHEDULE "A"

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

3. EFFECTIVE DATE

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

PASSED in open Council this 24th day of March, 2014.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

MEMORANDUM OF AGREEMENT dated the 17th day of March

A. D. 2014

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

STEM ENGINEERING GROUP INCORPORATED

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to have their SSO Tanks, at Bellevue Park and at Pim and Bay Streets, inspected to insure that the structural integrity is maintained and then any deterioration is addressed and corrected as soon as possible.

HEREINAFTER called the 'Project' and has requested the Consultant to furnish professional services in connection therewith;

This work will include the inspection of the two affected tanks, as part of the City's biennial inspection program.

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS**1.01 Retaliner**

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

1.02 Services

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

1.03 Compensation

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.

1.04 Staff and Methods

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

1.05 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the client indemnifies the Consultant for unauthorized use of the documents and deliverables.

1.06 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be considered as Intellectual Property and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

1.07 Records and Audit

- (a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.
- (b) The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

- (c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.08 Changes and Alterations and Additional Services

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3. In the event the client delays the project the consultant shall have the right to renegotiate the agreement.

1.09 Suspension or Termination

Either party may, at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3 for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

1.10 Indemnification

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client within this project.

1.11 Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant and its employees for the Client's damages.

(a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$2,000,000 per occurrence and in the aggregate for general liability and \$2,000,000 for automobile insurance. When requested, the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

(b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$1,000,000 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

(c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

1.12 Contracting for Construction

Neither the Consultant, nor any person, firm nor corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.13 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.14 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.23.1 (c).

1.17 Sub-Consultants

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

1.18 Inspection

The client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the client.

1.21 Dispute Resolution

- (a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the parties.
- (d) The provisions of The Arbitration's Act, R.S.O., 1991, Chapter 17, as amended shall apply.

1.22 Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

1.23 Estimates, Schedules and Staff List**1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List**

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

- (a) An estimate of the total fees to be paid for the Services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client.

1.23.2 Subsequent Changes In the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior written approval, from the Client for any of the following changes:

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

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 Additional Conditions**Electronic Data Files and CAD Files:**

The Consultant will deliver to the Client (electronically or on tangible electronic storage media or otherwise) certain CAD files or electronic data files (the "Files") prepared by the Consultant solely for its own use. It is acknowledged that due to the nature of such electronic "Files", information contained therein could inadvertently be altered or erased by any person having access to them. Therefore, the Consultant gives no warranty or condition to the Client with respect to the "Files" and the data contained therein. The "Files" will not be stamped, certified or signed by the Consultant. Any use of the "Files" by the Client will be at the sole risk of the Client.

ARTICLE 2 – SERVICES**2.01 Services to be provided by STEM Engineering Group Incorporated**

Two Sanitary Sewage Overflow (SSO) tanks will be inspected for this project and a status report will be prepared outlining the condition and what, if any, remedial measures are required. The tanks are listed as:

- (a) Bellevue Park SSO Tank
- (b) Pim Street Pump Station

ARTICLE 3 – FEES AND DISBURSEMENTS**3.1 Definitions**

For the purpose of this Agreement, the following definitions shall apply:

(a) Payroll Cost

Payroll Cost is defined as hourly salary plus payroll burden.

- (i) The following formula shall be used to calculate the hourly salary for the billing purposes. Hourly salary equals:

$$\frac{\text{Annual Salary}}{\text{Hours per week} \times 52 \times .85}$$

- (ii) Payroll burden equals fringe benefits expressed as a percentage of salary that provides for health and medical insurance, group life and disability insurance, company and Canada pension employer contribution, Workers' Compensation and Unemployment Insurance, but excludes bonuses or profit sharing. For the purposes of this agreement payroll burden is 12.4 %.

(b) Cost of the Work:

- (i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- (ii) Wherever the client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- (iii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- (iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- (v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

(c) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Time Basis

The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be as follows:

- (a) Principals and Executives on normal assignments \$130.00 per hour. This rate will be reviewed annually and adjusted accordingly.
- (b) Staff on normal assignments – Payroll Cost plus 100%.
- (c) Principals, Executives and staff rendering individual services on assignments for which they are eminently qualified and for which they require little or no assistance including providing expert testimony and attendance at hearings or courts - \$140.00 per hour.
- (d) Services during Construction
 - (i) For all services, except for staff full-time continuously on site:
 - a) Principals and Executives on Normal assignments\$130.00 per hour.
This rate will be reviewed annually and adjusted accordingly.
 - b) Other Staff: Payroll Cost Plus 100%.
 - (ii) For site staff working full time continuously.... Payroll Cost plus 70%.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the consultant may from time to time seek approval from the client to adjust hourly rates and such approval shall not be unreasonably withheld.

Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

3.2.2 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.

3.2.2.1 Information Technology and Reprographic (ITR) Expenses.

Costs incurred by the Consultant shall be reimbursed at a standard charge rate of \$10.00 per labour hour expended. The assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The ITR charge shall also include all regular in-house convenience copying and printing. Cost for reproducing specifications and drawing sets shall not be included in this rate. (see above).

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

(a) Monthly Payment

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented, by the Client upon receipt. Interest at the annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

- (b)** The Consultant reserves the right, without penalty, to discontinue services in the event of non-payment.
- (c)** If the project is abandoned or delayed for any reason beyond the Consultant's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses.

3.4 Fee Estimate

Estimated Fees are contained in Appendix 1. The rates used in the estimates are representative of the type of individual who will perform the work, but the actual rates will be billed as per Article 3.

SIGNED, SEALED AND DELIVERED

in the presence of:

) _____
)
)
)
)

STEM ENGINEERING

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

Mark P. Coleman, P. Eng.
Principal

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

The signatory shall have the authority to bind the municipality or its agency for purposes of this agreement

MAYOR – Debbie Amaroso

CITY CLERK – Malcolm White

Appendix 1

Engineering Estimate



875 Queen Street East, suite 2
Sault Ste. Marie, Ontario
P6A 2B3

p.705.942.6628
f.705.942.7515

ENGINEERING ESTIMATE

Project:	Bellevue Park SSO Tank - 2014	Project No.	13174.01
Description:	Condition Survey of U/G Structure	Date:	February 6, 2014

TASK	DESCRIPTION	HOURS	RATE	COST
Preliminary	-allow	2.00	\$140.00	\$280.00
Pre-Inspection	Prepare Inspection sheets - allow	15.00	\$120.00	\$1,800.00
	Prepare Confined Space Plan	8.00	\$140.00	\$1,120.00
Field Portion	Engineer 4 for 2 days @ 7.5 hrs / day (Tank portion)	15.00	\$120.00	\$1,800.00
	Engineer 5 for 2 days @ 7.5 hrs / day	15.00	\$140.00	\$2,100.00
	Designer 3 for 2 days @ 7.5 hrs / day	15.00	\$75.00	\$1,125.00
	Engineer 4 for 1 day @ 7.5 hrs / day (Bldg portion)	7.50	\$120.00	\$900.00
	Engineer 5 for 2 hrs	2.00	\$140.00	\$280.00
	Designer 3 for 1 day @ 7.5 hrs / day	7.50	\$75.00	\$562.50
Confined Space Access	Guardian Rescue (2 Days)			\$5,000.00
Analysis	Allow 2 days Eng 4	15.00	\$120.00	\$1,800.00
Review/Compile/Report	Allow 2 days Eng 4	15.00	\$120.00	\$1,800.00
	Allow 1/2 day Eng 5 (Discuss and review)	4.00	\$140.00	\$560.00
	Allow 2 days Designer 3	15.00	\$75.00	\$1,125.00
Clerical	Allow	4.00	\$50.00	\$200.00
Supervision	Allow	4.00	\$140.00	\$560.00
Disbursements	Monitor rental (allow)			\$200.00
	Mileage (allow)			\$50.00
		SUBTOTAL	144.00	\$ 21,262.50
			13% HST	\$2,764.13
			TOTAL	\$24,026.63



875 Queen Street East, suite 2
Sault Ste. Marie, Ontario
P6A 2B3

p.705.942.6628
f.705.942.7515

ENGINEERING ESTIMATE

Project:	Pim Street Pump Station - 2014	Project No.	13174.02
Description:	Condition Survey of U/G Structure	Date:	February 6, 2014

TASK	DESCRIPTION	HOURS	RATE	COST
Preliminary	-allow	2.00	\$140.00	\$280.00
Pre-Inspection	Prepare Inspection sheets - allow	10.00	\$120.00	\$1,200.00
	Prepare Confined Space Plan	4.00	\$140.00	\$560.00
Field Portion	Engineer 4 for 1 day @ 7.5 hrs / day (Tank portion)	7.50	\$120.00	\$900.00
	Engineer 5 for 1 day @ 7.5 hrs / day	7.50	\$140.00	\$1,050.00
	Designer 3 for 1 day @ 7.5 hrs / day	7.50	\$75.00	\$562.50
	Engineer 4 for 1/2 day @ 4 hrs (Bldg portion)	4.00	\$120.00	\$480.00
	Engineer 5 for 1 hr	1.00	\$140.00	\$140.00
	Designer 3 for 1/2 day @ 4 hrs	4.00	\$75.00	\$300.00
Confined Space Access	Guardian Rescue (1 Day)			\$2,500.00
Analysis	Allow 1 day Eng 4	7.50	\$120.00	\$900.00
Review/Compile/Report	Allow 12 hours Eng 4	12.00	\$120.00	\$1,440.00
	Allow 3 hours Eng 5 (Discuss and review)	4.00	\$140.00	\$560.00
	Allow 2 days Designer 3 drawings	15.00	\$75.00	\$1,125.00
Clerical	Allow	4.00	\$50.00	\$200.00
Supervision	Allow	4.00	\$140.00	\$560.00
Disbursements	Monitor rental (allow)			\$200.00
	Mileage (allow)			\$50.00
		SUBTOTAL	94.00	\$ 13,007.50
		13% HST		\$1,690.98
		TOTAL		\$14,698.48

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2014-65

AGREEMENT: (13) A by-law to authorize the execution of an agreement between the City and Ontera for the renewal of the Internet/Wide Area Network Services contract for a 36 month period commencing April 1, 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 DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto attached and made between the City and Ontera for the renewal of the Internet/Wide Area Network Services contract for a 36 month period commencing April 1, 2014.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 24th day of March, 2014.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

Schedule "A"

ontera

CUSTOMER AGREEMENT – NON-REGULATED / FORBORNE SERVICES

O.N. Tel Inc (doing business as Ontera)

Contract ID# 53646

Customer AR# 80007112

A. SOLUTION DETAILS

Customer Information							
Contact Name:				Billing Address:			
Title: Manager, Information Technology				PO Box:			
Phone: 705-759-5303				Suite &/or Street: 99 Foster Drive			
Fax: 705-759-4790				City, Province: Sault Ste. Marie, ON			
Email: f.coccimiglio@cityssm.on.ca				Postal Code: P6A 5N1			
Service Description and Charges							
Service Name or Description	Quantity	Schedule Attached	Service Address (where service is being deployed)	Contract Term (Months)	One-Time Charges	Recurring Charges	
						Fixed (Monthly)	Variable
1. ONLX0082-000, 100Mbps MAN	1	B, G	99 Foster Drive, Civic Centre	36		\$650.00	
2. ONLX0082-000, 8Mbps Ded.Internet	1	B, C, G	99 Foster Drive, Civic Centre	36		\$760.75	1410.75
3. ONLX0082-000, VLAN	1	B, G	99 Foster Drive, Civic Centre	36		\$45.00	
4. ONLX0082-001, 10Mbps MAN	1	B, G	128 Sackville Rd, Public Works	36		\$460.00	
5. ONLX0082-001, VLAN	1	B, G	128 Sackville, Public Works	36		\$45.00	550.00
6. ONLX0082-003, 2Mbps MAN	1	B, G	280 Elizabeth St. John Rhodes	36		\$213.00	
7. ONLX0082-005, 10Mbps MAN	1	B, G	72 Tancred St. Main Fire Hall	36		\$425.00	
8. ONLX0082-007, 2Mbps MAN	1	B, G	619 Bay St., Seniors Foster Drive	36		\$213.00	
9. ONLX0082-009, 2Mbps MAN	1	B, G	235 Wellington St. W. Seniors, Steelton	36		\$213.00	1064.00
10. ONLX0082-010, 10Mbps MAN	1	B, G	111 Huron St. Transit Center	36		\$425.00	
11. ONLX0082-011, 2Mbps MAN	1	B, G	Second Line, Fire Hall #2	36		\$213.00	
12. ONLX0082-014, 2Mbps MAN	1	B, G	Heritage Discovery Centre	36		\$213.00	851.00
13. ONLX0082-015, 10Mbps MAN	1	B, G	180 Brock St. Housing	36		\$425.00	
14. ONLX0082-020, 2Mbps MAN	1	B, G	Bennett St., Fire Hall #3	36		\$213.00	
15. ONLX0082-021, ADSL Data Circuit	1	B, G	65 Foster Drive, Bondar Pavilion	36		\$210.00	848.00
16. ONLX0082-022, 10Mbps MAN	1	B, G	269 Queen St. E. Essar Center	36		\$425.00	
17. ONLX0082-012, 10Mbps MAN	1	B, G	65 Old Garden River Rd. ESC	36		\$445.00	
18. ONLX0082-023, 10Mbps MAN	1	B, G	27 Forth Line, Cemetery	36		\$425.00	1295.00
19. ONLX0082-024, E-ADSL Data Circuit	1	B, G	402 Fifth Line, Landfill	36		\$210.00	
20. ONLX0123-001, 100Mbps MAN	1	B, G	1520 Queen St. E, SSMIC	36		\$650.00	860.00
				Totals			6878.75

* Ontera is a registered business name of O.N. Tel Inc.

Contract # 53646

Version Date: March 2014

March 2014
Page 1 of 8

Notes:

Contract to take effect April 1st 2014

Authorization

This Agreement is between Ontera and the Customer and consists of the section titled "SOLUTIONS DETAILS", the sections titled "GENERAL TERMS AND CONDITIONS" and "SERVICE TERMS AND CONDITIONS", and any documents and web pages referred to in any of these sections.

If there is any conflict between these sections, the "SERVICE TERMS AND CONDITIONS" will take precedence. The Customer acknowledges that it has read and understands this Agreement, and that it includes limitations of liability. The Customer and Ontera agree to be bound by the terms and conditions in this Agreement.

The "Authorized Customer Representative" by providing his/her/their signature's below, is confirming his/her/their authority to bind the corporation.

Signature of Authorized Customer Representative	Ontera Representative/Authorized Dealer		
	Name: Jennifer Levasseur		
	Title: Inside Sales Specialist		
	Date	Phone: (705) 495-4161 ext 563	Fax (705) 495 2025
		Email: Jennifer.levasseur@ontera.ca	
Printed Name	Title	ID:	
Signature of Authorized Ontera Representative	Signature of Authorized Ontera Representative		
Geoffrey Cowie	Date: Secretary	A. Bernardi	Date: VP Ontera
Printed Name	Title	Printed Name	Title

B. GENERAL TERMS AND CONDITIONS

1. Services

Ontera* agrees to provide the Customer with the services specified in the Solution Details ("Services").

2. Term

This Agreement comes into effect when signed by both the Customer and Ontera. The Minimum Term for each Service is specified in the Solution Details and begins on the date all of those Services have been installed by Ontera as confirmed by e-mail from the Ontera* Representative/Authorized Dealer and/or by Ontera's Project Manager. Unless otherwise specified in the Service Terms and Conditions, this Agreement, as it applies to each Service will automatically extend after the Minimum Term from month to month, on the same terms and conditions, except that after the Minimum Term for that Service either Ontera or the Customer may terminate this Agreement as it applies to that Service, and Ontera may change the charges or any other terms and conditions of this Agreement applicable to that Service, by giving 30 days advance notice to the other. This Agreement as it applies to each Service, remains in effect until the end of the Minimum Term, unless terminated earlier or extended.

3. Charges and Payment

Ontera will bill the Customer for, and the Customer shall pay, all charges specified in the Solution Details or elsewhere in this Agreement and all applicable taxes, assessments or government charges relating to the Services. Recurring charges will be billed monthly upon installation of any Services. Payment in full, without deduction or set off, of the amounts in each bill is due on the due date shown on the bill or, if no due date is shown on the bill, within 30 days of the date of the bill. The Customer shall pay interest on all overdue amounts at the rate shown on Ontera's billing statements from time to time.

4. Dispute Resolution

The Parties shall attempt amicably to adjust and resolve any disagreement or dispute which may arise between them regarding the interpretation, the performance of or the failure to perform under this Agreement. In the event that any dispute, controversy, claim or alleged breach respecting this Agreement (each a "Dispute") continues for a period greater than thirty (30) days, the Dispute shall be referred to the Account Manager and his or her counterpart at the Customer. Should the Dispute not be resolved within 15 days of its referral, the Dispute will be escalated to the office of the vice-presidents of sales of Ontera and his or her counterpart at the Customer. Should the Dispute not be resolved by the vice-presidents within 30 days of its escalation, the Dispute shall be submitted to arbitration. The arbitration shall be held in Toronto, Ontario and shall be conducted in accordance with the Arbitration Act of Ontario except that the arbitration shall be conducted by either (a) an arbitrator selected by agreement of both parties or (b) if the parties are unable to agree on the choice of an arbitrator, by an arbitrator appointed by a Justice of the Ontario Court (General Division). The decision of the arbitrator shall be final and binding upon the parties and the expense of the arbitration shall be paid as the arbitrator determines.

5. Ontera Property Rights

Title to, ownership of, and all intellectual property rights in any facilities, equipment, software, systems, processes and documentation used to provide the Services ("Service Components") shall be and remain with Ontera or its suppliers and licensors. Unless expressly stated elsewhere in this Agreement, this Agreement does not grant to the Customer any intellectual property or other rights or licenses in or to any Service Components.

6. Customer's Responsibilities

The Customer shall comply with any restrictions on use of the Services in this Agreement, and with any use policies or instructions communicated to the Customer by Ontera and the Customer shall not:

- a) tamper with or change the Services or any Service Components;
- b) abuse the Services or use them in a manner that interferes with any Service Components, Ontera's network or the use of Ontera services by other persons, or in a manner that avoids the payment of any charges; or
- c) use the Services in violation of any law.

The Customer is responsible and shall indemnify Ontera and its suppliers for, and save Ontera and its suppliers harmless from and against, all charges, losses, costs, liabilities and damages ("Liabilities") of any kind whatsoever related to the use of the Services by the Customer or any person other than Ontera, including the manner in which the Services are used and the Customer's data, equipment and software (if any) used with the Services, but not including any Liabilities caused by Ontera's negligence.

The Customer is responsible for the selection, supply, installation and maintenance of all data, equipment, software and services necessary for use or used in conjunction with the Services.

7. Exclusion of Warranties

Ontera does not guarantee error-free or uninterrupted operation of the Services, and the Services are provided on an "as is" and "as available" basis. Ontera makes no warranties, representations, or conditions of any nature whatsoever either express or implied, and all warranties, representations and conditions are, to the extent permitted by applicable law, excluded.

8. Limitation of Liability

Except for the obligations of indemnity in this Agreement, neither party (nor its suppliers or customers) shall be liable to the other party for any damages for loss of profits or business, loss or damage to data or failure to realize expected savings, or for any punitive, consequential, incidental or indirect damages, related to the use of or inability to use the Services, even if the party could reasonably foresee or has been advised of the possibility of such damages.

The aggregate liability of Ontera to the Customer relating to or arising out of this Agreement, whether in contract, tort or otherwise, shall not exceed the total charges paid by the Customer for the Services in question during the one-year period immediately preceding the event which gave rise to the claims.

9. Suspension and Termination

Ontera may restrict, suspend or terminate some or all of the Services or terminate this Agreement if the Customer fails to pay any amounts due under this Agreement, or if Ontera determines, in its sole discretion, that the Customer is an unacceptable credit risk, provided that Ontera gives 5 days advance notice to the Customer, and, despite any other provision in this Agreement, Ontera may immediately restrict, suspend or terminate some or all of the Services without notice to the Customer:

- a) to prevent damage or degradation to Ontera's network or any Service Components that may be caused by the Customer or any person using the Services;
- b) to comply with any law, regulation, court order or other governmental request or order;
- c) for a violation (as deemed by Ontera in its sole discretion) of any provisions of this Agreement relating to the use or misuse of the Services by the Customer, including any policies or instructions communicated to the Customer by Ontera; or
- d) to protect Ontera from legal liability or from other acts or omissions of the Customer that may be deemed, in Ontera's sole discretion, to be illegal.

In addition to Ontera's rights above, either Ontera or the Customer may terminate this Agreement and the Services by giving notice to the other if the other:

- a) is in material default of any provision of this Agreement, and does not remedy that default within 30 days after receiving notice of the material default;
- b) becomes insolvent or bankrupt;
- c) appoints, or has appointed for it, a receiver or trustee in bankruptcy;
- d) makes an assignment or takes any other action for the benefit of its creditors; has instituted against it any proceeding in bankruptcy, receivership or liquidation, and such proceedings continue for 30 days without being dismissed; or
- e) is wound up or dissolved.

The Customer may terminate some or all of the Services, or this Agreement, at any time by giving at least 30 days advance notice to Ontera, and provided that it pays the required termination charges.

...continued

B. GENERAL TERMS AND CONDITIONS (continued)

9. Suspension and Termination (continued)

If any Services, or this Agreement, are terminated prior to the end of the Minimum Term by either the Customer or Ontera, for any reason, the Customer shall pay Ontera all unpaid charges and, except for termination because of the material default of Ontera, the Customer shall also pay the termination charges specified in the Service Terms and Conditions, as liquidated damages. The Customer acknowledges that the termination charges are a pre-estimate of the damages suffered by Ontera as a result of the early termination of the Services, or this Agreement and are not a penalty.

10. Regulatory Compliance

No Bundling. Ontera and the Customer acknowledge and agree that: (a) the charges for, and availability of, the Services are in no way contingent or conditional on the Customer subscribing for the provision of any tariffed or tariffable service from Ontera or an Ontera Affiliate; and (b) non-forborne telecommunications services, and bundled services that include non-forborne telecommunications services, are required to be provided, and shall only be provided, in accordance with the tariffs approved by the Canadian Radio-television and Telecommunications Commission.

Tariffs Applicable to the Services include the following: None. The Services are either non-regulated or forborne.

Customer Information. In relation to all telecommunications services provided by O.N.Tel Inc. ("Ontera"), unless the Customer provides express consent or disclosure is pursuant to a legal power, all information kept by Ontera regarding the Customer, other than the Customer's name, address and listed telephone number, is confidential and may not be disclosed by Ontera to anyone other than: the Customer; a person who, in the reasonable judgment of Ontera is seeking the information as an agent of the Customer; another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose; a company involved in supplying the Customer with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; an agent retained by Ontera to evaluate the Customer's creditworthiness or collect the Customer's account, provided the information is required for and is to be used only for that purpose; or to a public authority or agent of a public authority, if in the reasonable judgment of Ontera it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information. Express consent may be taken to be given by the Customer where the Customer provides written consent, oral confirmation verified by an independent third party, electronic confirmation through the use of a toll-free number, or electronic confirmation via the Internet. **Consent.** The Customer consents to the disclosure of and sharing by Ontera and their agents of information that they have about the Customer in order to assess the Customer's creditworthiness and to market or provide products and services of Ontera and third parties who provide products and services in association with Ontera.

11. Facsimile or PDF Signatures

Transmission – This agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of facsimile or scanned PDF document in which case signatures shall be deemed to be original. The transmission of this Agreement by either party by means of facsimile or scanned PDF document shall be deemed to confirm that the party has retained a true copy of the Agreement. The parties undertake to provide the other party with a copy of this Agreement bearing original signatures forthwith upon demand.

Counterpart – This agreement may be executed by the parties in separate counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute one and the same agreement. This Agreement will be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

12. Other

Interpretation. The headings in this Agreement shall not affect the interpretation of any provision of this Agreement. The words "including" and "includes" mean "including without limitation" and "includes without limitation". An "Affiliate" means an affiliated body corporate as defined in the Canada Business Corporations Act and, in the case of an Ontera Affiliate, means an affiliated body corporate (as so defined) of Ontera and any partnership or other unincorporated association in which Ontera or any of its affiliated bodies corporate has a controlling interest.

Ontera. "Ontera" means each Ontera Affiliate that provides a Service. As it relates to each Service, this Agreement is deemed to be solely between the Customer and the Ontera Affiliate specified as the Service provider in the Service Terms and Conditions, with the Ontera representative having signed this Agreement on behalf of each such Ontera Affiliate.

Assignment. The Customer shall not assign all or any part of this Agreement without the prior written consent of Ontera. Ontera may withhold its consent to a proposed assignment by the Customer to a person who is in the business of providing telecommunications or telecommunications-related products or services. Ontera may assign or subcontract all or any part of its rights and obligations under this Agreement or the Services without notice to or consent of the Customer.

Relationship. This Agreement does not create or imply any agency, partnership or other joint relationship between the parties, and does not authorize either party to bind or obligate the other in any way.

Force Majeure. Ontera is not responsible for performance of, or in default of, any obligation or provision of this Agreement where delayed, hindered or prevented by labour disruptions, failure of the networks of other companies, casualties, civil disturbances, legislation, regulation, judicial order, acts of civil or military authorities, accidents, fires, natural disasters or other catastrophes or events beyond Ontera's reasonable control.

Severability. If any part of this Agreement is void, prohibited or unenforceable, this Agreement shall be construed as if such part had never been part of this Agreement.

No Waiver. The failure of the Customer or Ontera to exercise any right under this Agreement, or to insist upon strict or full performance of the obligations under this Agreement, shall not constitute a waiver or relinquishment of any provision of this Agreement. In order to be binding upon a party, any such waiver must be express and in writing signed by that party. The rights of the parties under this Agreement are cumulative and not alternative.

Survival. Any provisions of this Agreement which, expressly or by their nature, extend beyond the termination of this Agreement, shall survive any termination of this Agreement.

Law. Ontera and the Customer shall comply with all laws applicable to the exercise of their rights and performance of their obligations under this Agreement. The laws in effect in Ontario shall apply to this contract. The parties agree that jurisdiction and venue in the courts of Ontario is appropriate and the Customer agrees that it will bring legal proceedings only in Ontario.

Notices. All notices necessary under this Agreement shall be given in writing, and either personally delivered, or sent by registered mail or facsimile to the Customer at its billing address in the Solution Details and to Ontera at 555 Oak Street East, North Bay, Ontario, P1B 8L3. Fax: 1-705-472-6765. Notices, if personally delivered or sent by facsimile, will be deemed to have been received the same day, or, if sent by registered mail, will be deemed to have been received 4 days (excluding Saturdays, Sundays and statutory holidays) after the date of mailing.

Entire Agreement. Any terms and conditions in a purchase order or other similar document issued by the Customer in relation to any Services that are different from or in addition to those in this Agreement are not binding on and are rejected by Ontera. This Agreement forms the entire Agreement between the parties, and supersedes all prior written and oral communications and Agreements between the parties, concerning the Services. All changes to this Agreement must be agreed to in writing and signed by both parties. This agreement has been drawn up in English at the request of the parties. Les parties ont convenu que la présente entente soit rédigée en anglais.

C. SERVICE TERMS AND CONDITIONS: BUSINESS INTERNET SERVICES

1. Business Internet Services

The Service Terms and Conditions in this sub-section apply to all Business Internet Services specified in the Solution Details. The "Customer Site" is at the Service Address specified in the Solution Details.

1.1 Customer Responsibilities

Ontera² (or its authorized subcontractor) will install and maintain the Service Components required to provide Business Internet Services to the legal boundary of the Customer Site. The Customer shall be responsible for obtaining at its sole cost all rights-of-way, permissions and/or third party consents required to permit Ontera to install and maintain the Service Components from the legal boundary of each Customer Site to the Service Demarcation (defined below), including the consent of the Customer's landlord or building owner. The Customer shall be responsible for satisfying all requirements imposed by a building's design or by building management as it applies to Business Internet Services installation or the Service Components, including the payment of any additional fees, conduit installation, design submissions, and installation approvals.

The Customer shall, at its cost, prepare the Customer Site for the installation of the Business Internet Services, including any Service Components, in accordance with Ontera's reasonable instructions. The Customer is responsible for any additional installation costs incurred by Ontera as a result of the Customer's failure to comply with such instructions. Changes in the environment or location of any Service Components at the Customer Site will require the prior written consent of Ontera.

The Customer grants Ontera and its authorized subcontractors access to the Customer Site to install and maintain the Business Internet Services and the Service Components. Ontera shall not be responsible for any delays, interruptions in the Business Internet Services, damages or costs that may result if Ontera is unable to obtain access to the Customer Site. The Customer is responsible for the care and protection of any Service Components installed on the Customer Site, and is liable to Ontera for all loss or damage, other than ordinary wear and tear, to such Service Components.

1.2 Termination Charge

The termination charge payable by the Customer for termination of any Business Internet Services prior to the end of the Minimum Term is calculated as follows:

- a) all of the total fixed monthly charges that would have been payable after the date of termination until the end of the Minimum Term (the "Total Remaining Charges") if the Internetworking Service is terminated prior to the installation of the last Customer Site on the Solution Details for which the Internetworking Service was to be installed; or
- b) all Total Remaining Charges if the Internetworking Service is terminated during the first 12 months; or
- c) 75% percent of the Total Remaining Charges if the Internetworking Service is terminated between the 13th to 24th month; or
- d) 50% percent of the Total Remaining Charges if the Internetworking Service is terminated between the 25th to 36th month; or

- e) 25% percent of the Total Remaining Charges if the Internetworking Service is terminated on or after the 37th month.

The Customer may adopt new technologies, pricing and services offered by Ontera during the Minimum Term, and if doing so results in the termination of any Business Internet Services, the termination charge shall be waived, if: (a) the Customer adopts the new technologies, pricing or services for a period of time that is equal to or longer than the remainder of the Minimum Term; and, (b) the fixed monthly charges for the new technologies, pricing or services are equal to or greater than those payable for the terminated Business Internet Services.

1.3 Relocation

Business Internet Services may be moved from the Customer Site to another location. To relocate the Network Services, the Customer must provide Ontera with 60 days notice in writing and pay the applicable installation charges. The contract Service Details will be updated with the new Customer Site information.

1.4 Changes

The Customer may make additions or changes to the Business Internet Services through an Amendment Schedule section prepared by Ontera. Each Amendment Schedule must be signed by Ontera and the Customer before it is effective and when effective, will form part of this Agreement.

The Minimum Term and charges that will apply to any additional Business Internet Services will be specified in the Amendment Schedule, and will begin on the date the additional Business Internet Services have been installed by Ontera.

1.5 Restrictions and Service Limitation

The Customer shall comply with Ontera's acceptable use policy, published at http://www.ontera.ca/en/legal_aup.html ("AUP") and Ontera's IP addressing practices. Ontera may change the AUP at any time, in its sole discretion, and publishing the changed AUP at <http://www.ontera.ca> will be sufficient notice of the changes to the Customer. Ontera may change its IP addressing practices from time to time, in its sole discretion, without notice to the Customer.

Unless expressly permitted by Ontera, the Customer shall not resell the Business Internet Services, or access to the Business Internet Services, directly or indirectly to third parties. If Ontera permits such resale to or access by third parties the Customer shall be responsible for all such third party use or access and shall indemnify Ontera against all damages, costs and legal fees incurred by Ontera from any claim arising from third party use of or access to the Business Internet Services.

Ontera does not provide any guarantees for security of the Customer's network connected to the Internet. Customers are responsible to implement their own security policies, which may include Ontera firewall implementation.

....continued

² Ontera is a registered trademark of O.N. Tel Inc.

Contract # 53646
Version Date: March 2014

March 2014
Page 5 of 8

C. SERVICE TERMS AND CONDITIONS: BUSINESS INTERNET SERVICES (continued)

1.6 Maintenance and Service Availability

Ontera shall be responsible for the installation and maintenance of the Network Services up to and including the Service Demarcation.

Ontera may perform maintenance at predetermined times scheduled by Ontera, or at other times advised by Ontera (such advice may be given orally and without any written notice). Ontera may set or change its maintenance schedule at any time without notice to the Customer.

An out-of-service condition commences when identified by either Ontera or by the Customer and ends when all faults are rectified and the Service is returned to the Customer in normal working condition.

2. Additional Service Terms and Conditions: Ontera Business High Speed Internet Access (HSIA) Services

The Service Terms and Conditions in this subsection apply only to Business High Speed Internet Access Service ("HSIA Service") specified in the Solution Details. Each HSIA Service is an Internetworking Service provided by Ontera.

2.1 Service Description and Demarcation

HSIA Services are unmanaged network services used for Personal Computer ("PC") and LAN interconnection to the Internet using the Internet Protocol ("IP").

In the case of ADSL-based services, HSIA Services require a working business telephone line from the Customer's local telephone company at the Customer Site. The line shall be terminated on an Ontera-provided Customer Interface Package* ("CIP") located in the master telephone room at the Customer Site. The CIP will be equipped with a LAN interface port (the "Service Demarcation") which is to be used by the Customer to connect the Customer's network to the CIP. Optionally, the CIP may be located elsewhere within the building using Customer-provided in-building Service Components (e.g. inside wiring).

Some ADSL-based HSIA Services may be delivered on a dedicated copper loop instead of a working business telephone line. The loop will be terminated on an Ontera-provided CIP located in the master telephone room at the Customer Site. The CIP will be equipped with a Service Demarcation which is to be used by the Customer to connect the Customer's network to the CIP. Optionally, the CIP may be located elsewhere within the building using Customer-provided in-building Service Components.

In the case of Cable-based services, HSIA Services require a Cable access from the Cable Television company ("Cableco") at the Customer Site. The line will be terminated on an Ontera-provided CIP, supplied by the Cableco, and located in the master telephone room at the Customer Site. The CIP will be equipped with a Service Demarcation which is to be used by the Customer to connect the Customer's network to the CIP. Optionally, the CIP may be located elsewhere within the building using Customer-provided in-building Service Components.

* The CIP may consist of one or more Ontera-supplied devices (e.g. Modem, Router and/or Firewall)--depending on the HSIA Services specified in the Solution Details.

2.2 Charges

In addition to the fixed monthly charges, variable Internet usage charges may apply. All usage charges will be billed monthly and are based on the total gigabytes of traffic sent and received per individual Customer access as described in the following table.

Usage Option 1	DSL is flat rate usage. No separate usage charges apply. Service comes with 20 hours of dial-up internet and overage on this is charge at a rate of \$1.00 per hour.
----------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2.3 Availability and Degradation

For ADSL-based Services, Ontera will furnish a CIP and associated data over voice service for each of the HSIA Services. If Ontera determines during installation at the Customer Site that the telephone line loop is unsuitable for any HSIA Services, those HSIA Services will be terminated, the termination charge waived and any installation fees returned to the Customer. If the Customer experiences service degradation subsequent to installation, even where the telephone line has been qualified, Ontera will investigate the cause of the degradation and will attempt to provide a suitable workaround. If a suitable workaround cannot be found or reasonably implemented then the Customer may terminate the affected HSIA Services without incurring the termination charge.

For Cable-based Services, Ontera will furnish a CIP and associated data over Cable service for each of the HSIA Services. If Ontera determines during installation at the Customer Site that Cable access is unsuitable for any HSIA Services, those HSIA Services will be terminated, the termination charge waived and any installation fees returned to the Customer. If the Customer experiences service degradation subsequent to installation, even where the Cable access has been qualified, Ontera will investigate the cause of the degradation and will attempt to provide a suitable workaround. If a suitable workaround cannot be found or reasonably implemented then the Customer may terminate the affected HSIA Services without incurring the termination charge.

2.4 Customer Responsibilities

HSIA Services will be provisioned in accordance with IP addressing and routing standards, and the Customer must ensure non-conflicting LAN address practices are maintained within the network plan. If Ontera provides the IP addresses to the Customer these addresses shall be governed by the Ontera IP addressing practices. If the Customer provides the IP addresses, the Customer must assign one IP address for use as the IP address of the CIP, and must also set that IP address as the default gateway for every device at that Site. The Customer is responsible for any equipment or facilities required to complete the connection between the Service Demarcation and the Customer's LAN, and to adapt or connect HSIA Service to the Customer's LAN media, or to extend the Service Demarcation beyond the master telephone room.

G. SERVICE TERMS AND CONDITIONS: ETHERNET SERVICES

1. Ethernet Services

The Service Terms and Conditions in this sub-section apply to all Ethernet Services specified in the Solution Details. The "Customer Site" is at the Service Address(es) specified in the Solution Details.

1.1 Service Description

Ethernet Services are a managed layer 2 data networking service for the interconnection of Local, Metropolitan and Wide Area Networks ("LAN", "MAN" and "WAN", respectively) across Ontera's core network using Ethernet Virtual Circuits ("EVC").

Ontera's Ethernet Services are broken down into two components: Ethernet Access ("EA") and Ethernet Networking ("EN").

EA Services are provisioned using a fibre, copper or wireless service facility from an Ontera point of presence ("POP") to a Customer Site, terminating on an Ontera-provided demarcation device.

EN Services provide the network path between two Ontera POP's. Subject to technical availability and additional charges identified in Service Orders, the Customer may select one or more of the following EN options for each Ethernet Service: "Standard" is a best effort service; "Priority Data" - a higher-priority service with better frame delivery performance than Standard; "Near Real Time – Video" - an even higher priority service designed for packet video traffic requiring minimal levels of frame delay and "Near Real Time – Voice" - the highest priority service designed for packet voice traffic requiring minimal levels of frame delay, jitter and highest levels of frame delivery.

1.2 Service Demarcation

Unless otherwise specified in the applicable Service Order the "Service Demarcation" for an Ethernet Service shall be at the customer-facing interface of Ontera-supplied demarcation device ("Demarcation Device") located within the master telephone room at the applicable Customer Site. Ontera shall, at its sole cost and expense, be responsible for installing and maintaining the Service Components required to provide Services to the Service Demarcation. The Demarcation Device and Service Demarcation may be provisioned in a location other than the master telephone room at an applicable Customer Site, provided that the Customer either: (a) supplies all inside cabling and cross-connection equipment required to facilitate the relocation of the Demarcation Device and Service Demarcation in a location other than the master telephone room; or (b) (i) notifies Ontera, in advance, that it wishes to contract Ontera to supply all inside cabling and cross-connection equipment required to facilitate the relocation of the Demarcation Device and Service Demarcation in a location other than the master telephone room, and (ii) the Customer agrees to pay Ontera all charges as quoted by Ontera for such work ("Inside Wiring Costs"). Notwithstanding the foregoing, the Customer is responsible for securing all rights-of-way and/or providing conduit access from the Ontera access point at the property line of each Customer Site to the master telephone room located within the Customer Site. In-building service facilities required to install the Service at the Customer Site are to be provided by the Customer.

1.3 Customer Responsibilities

Ontera (or its authorized subcontractor) will install and maintain fibre patch panels, in-building cabling, wireless distribution equipment, switches, routers or other equipment required (the "Service Components") to provide Ethernet Services to the legal boundary of the Customer Site. The Customer shall be responsible for obtaining at its sole cost all rights-of-way, permissions and/or third party consents required to permit Ontera to install and maintain the Service Components from the legal boundary of each Customer Site to the Service Demarcation (defined below), including the consent of the Customer's landlord or building owner. The Customer shall be responsible for satisfying all requirements imposed by a building's design or by building management as it applies to Ethernet Services installation or the Service Components, including the payment of any additional fees, conduit installation, design submissions, and installation approvals.

The Customer shall, at its cost, prepare the Customer Site for the installation of the Ethernet Services, including any Service Components.

in accordance with Ontera's reasonable instructions. The Customer is responsible for any additional installation costs incurred by Ontera as a result of the Customer's failure to comply with such instructions. Changes in the environment or location of any Service Components at the Customer Site will require the prior written consent of Ontera. The Customer is responsible for any costs incurred by Ontera or its third party suppliers as the result of such changes or delays in preparation of the Customer Site for any reason.

The Customer grants Ontera and its authorized subcontractors access to the Customer Site to install and maintain the Ethernet Services and the Service Components. Ontera shall not be responsible for any delays, interruptions in the Ethernet Services, damages or costs that may result if Ontera is unable to obtain access to the Customer Site. The Customer is responsible for the care and protection of any Service Components installed on the Customer Site, and is liable to Ontera for all loss or damage, other than ordinary wear and tear, to such Service Components.

1.4 Termination Charge

The termination charge payable by the Customer for termination of any Ethernet Services prior to the end of the Minimum Term is calculated as follows:

- a) all of the total fixed monthly charges that would have been payable after the date of termination until the end of the Minimum Term (the "Total Remaining Charges") if the Ethernet Service is terminated prior to the installation of the last Customer Site on the Solution Details for which the Ethernet Service was to be installed; or
- b) all Total Remaining Charges if the Ethernet Service is terminated during the first 12 months; or
- c) 75% percent of the Total Remaining Charges if the Ethernet Service is terminated between the 13th to 24th month for contracts 24 months or longer in duration; or
- d) 50% percent of the Total Remaining Charges if the Ethernet Service is terminated between the 25th to 36th month for contracts 36 months or longer in duration; or
- e) 25% percent of the Total Remaining Charges if the Ethernet Service is terminated on or after the 37th month for contracts 48 months or longer in duration.

The Customer may adopt new technologies, pricing and services offered by Ontera during the Minimum Term, and if doing so results in the termination of any Ethernet Services, the termination charge shall be waived, if: (a) the Customer adopts the new technologies, pricing or services for a period of time that is equal to or longer than the remainder of the Minimum Term; and, (b) the fixed monthly charges for the new technologies, pricing or services are equal to or greater than those payable for the terminated Ethernet Services.

1.5 Relocation

The Ethernet Services may be moved from the Customer Site to another location. To relocate the Ethernet Services, the Customer must provide Ontera with 60 days notice in writing and pay the applicable installation charges. The contract Service Details will be updated with the new Customer Site information.

1.6 Changes

The Customer may make additions or changes to the Ethernet Services through an additional Solution Details (Schedule A) section prepared by Ontera. Each additional Solution Details section must be signed by Ontera and the Customer before it is effective and when effective, will form part of this Agreement.

The Minimum Term and charges that will apply to any additional Ethernet Services will be specified in the additional Solution Details section (Schedule A), and will begin on the date the additional Ethernet Services have been installed by Ontera.

...continued

G. SERVICE TERMS AND CONDITIONS: ETHERNET SERVICES (continued)

1.7 Restrictions and Service Limitation

The Customer shall comply with Ontera's Acceptable Use Policy, published at <http://www.ontera.ca/index.php/en/about-ontera/legal/acceptable-use-policy> ("AUP") and Ontera's IP addressing practices. Ontera may change the AUP at any time, in its sole discretion, and publishing the changed AUP at www.ontera.ca will be sufficient notice of the changes to the Customer. Ontera may change its IP addressing practices from time to time, in its sole discretion, without notice to the Customer.

Unless expressly permitted by Ontera, the Customer shall not resell the Ethernet Services, or access to the Ethernet Services, directly or indirectly to third parties. If Ontera permits such resale to or access by third parties, the Customer shall be responsible for all such third party use or access and shall indemnify Ontera against all damages, costs and legal fees incurred by Ontera from any claim arising from third party use of or access to the Ethernet Services.

Ontera does not provide any guarantees for security of the Customer's network connected to the Internet. Customers are responsible to implement their own security policies, which may include an Ontera firewall implementation.

2. Maintenance and Service Availability

Ontera shall be responsible for the installation and maintenance of the Ethernet Services up to and including the Service Demarcation.

Refer to Schedule H: Maintenance and Service Level Objectives – Ethernet Services for a detailed description of Maintenance and Service Availability.

2.1 Service Specifics

The following section contains more specific information related to the Solutions Details (Schedule A) and is included as necessary for clarification purposes only.

(Insert solution details as required or NOT APPLICABLE if further details are not needed)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-66

AGREEMENT: (P2.2) A by-law to authorize the execution of an agreement between the City and The Corporation of the Township of Prince for the provisions of police protection services.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 24th day of March, 2014 and made between the City and The Corporation of the Township of Prince for the provisions of police protection services for the term commencing June 1, 2014 and ending May 31, 2019.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 24th day of March, 2014.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

Schedule "A"

AGREEMENT FOR THE PROVISION OF POLICE SERVICES

UNDER SECTION 6.1 OF THE POLICE SERVICES ACT,
R.S.O 1990, c.P.15, as amended

THIS AGREEMENT made in triplicate this 24 day of March, 2014.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")
OF THE FIRST PART

-AND

THE CORPORATION OF THE TOWNSHIP OF PRINCE

(the "Township")
OF THE SECOND PART

WHEREAS under section 4(1) of the Police Services Act, R.S.O. 1990 c. P.15, as amended (the "Act"), the Township is required to provide adequate and effective police services in accordance with its needs;

AND WHEREAS under section 5(1)(4) of the Act, the Township's responsibility for providing police services may be discharged by entering into an agreement with the council of another municipality to have its police services provided by the Police Services Board of the other municipality by entering into an agreement with the municipality under section 6.1 of the Act;

AND WHEREAS the Township has expressed its intent to provide police services, in pursuance of its responsibilities under section 5(1)(4) of the Act, by means of this Agreement, as evidenced by resolution, dated March 11, 2014 (attached as Schedule "A");

AND WHEREAS this Agreement reflects the intent of the parties to provide a level of police services for the Township as set out in the "Proposal For Policing Services" (attached as Schedule "B");

AND WHEREAS this agreement reflects the intent of the parties that the total annual cost of maintaining the Sault Ste. Marie Police Service, recovered from the residential tax levy, shall be proportionally applied to the residents of the Township.

NOW THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

DEFINITIONS

1. In this agreement:
 - (a) "Board" means the Sault Ste. Marie Police Services Board
 - (b) "Chief of Police" means the Chief of Police of the Sault Ste. Marie Police Service

GENERAL PROVISIONS

2. The City shall provide adequate and effective police services in accordance with the needs of the Township in compliance with the terms and conditions of this Agreement.
3. The Township shall pay the City for the police service provided under this Agreement in accordance with the Agreement.
4. Pursuant to section 6.1(2) of the Act, the Township may select a person to advise the Board with respect to objectives and priorities for police services in the Township and the Board shall be receptive and respond appropriately to the objectives and priorities of the Township.
5. The Board shall cause the Chief of Police to report to the Township, at mutually agreed upon intervals, regarding the provision of police services in and for the Township.
6. The Township shall throughout the term of this Agreement appoint and maintain a person(s) to enforce the by-laws of the Township and the enforcement of such by-laws will be the exclusive jurisdiction of the Township and at cost to the Township exclusive to this Agreement.
7. The present agreement in place between the Township and the City regarding 911 service shall remain as is and exclusive to this Agreement.
8. The City agrees to provide to the Township a level of police service comparable to that provided to the residents of the City who reside in the more rural areas of the City and, more particularly such service shall be similar to the service provided at present to inhabitants of the City situated in that area bound by the prolongation of Base Line to the north and Airport Road to the east.

COST OF POLICE SERVICES

9. The Township agrees to pay to the City the following amounts for the said police services. The payments would therefore be as follows:

June 1, 2014 – May 31, 2015	\$143,249.00
June 1, 2015 – May 31, 2016	\$157,573.00
June 1, 2016 – May 31, 2017	\$173,331.00
June 1, 2017 – May 31, 2018	\$190,364.00
June 1, 2018 – May 31, 2019	\$209,730.00

10. The Township shall make quarterly installment payments to the City throughout the term of this Agreement on the last days of March, June, September and December in each year with the first installment being due June 30, 2014.
11. The cost of Special Duty officers for an event located within the geographic confines of the Township will be provided at a cost that it is in addition to this Agreement and such costs shall be collected directly from the Township.

DISPUTE RESOLUTION MECHANISM

12. In the event a dispute arises between the parties regarding the interpretation, application, administration, or alleged violation of this Agreement relative to operational or administrative issues, the Chief of Police, or his or her representative shall meet with the Township at the earliest opportunity to discuss the dispute. If the dispute remains unresolved it shall be referred to the Board at the earliest opportunity for resolution.

Where the issue is exclusively financial, the Council of the Township, or their representative, shall seek resolution through the office of the Chief Administrative Officer.

Where the issue is partially financial the council of the Township, or their representative, shall seek resolution to the financial portion of the issue through the office of the Chief Administrator for the City.

NOTICE

13. All correspondence or other notices related to the terms of the Agreement shall be delivered accordingly as set forth below:
 - 1) Chief Administrative Officer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5X6
 - 2) The Administrator
The Corporation of the Township of Prince
3042 Second Line West
Sault Ste. Marie ON P6A 6K4
 - 3) Chief of Police
Sault Ste. Marie Police Service
580 Second Line East
Sault Ste. Marie ON P6A 5L6

COMMENCEMENT AND TERMINATION OF AGREEMENT

14. This Agreement comes into force on the 1st day of June 2014, and shall conclude on the 31st day of May, 2019.
15. Either party to this Agreement may terminate this Agreement upon one year written notice of termination to the other party, in which case this Agreement shall terminate one year following the delivery of such notice. Should a notice to terminate be given, the Township shall continue to be obligated to pay for the cost of providing police services under this contract to and including the date of such termination and the City shall continue to be responsible to provide the services outlined in this Agreement.
16. Where the Township's designated responsibility to provide policing under section 5 of the Act be changed, either by statute or judicial interpretation, the Township maintains its right, upon being so informed, to give written notice of its intention to terminate this Agreement forthwith.
17. In the event that the Township fails to make any payment as set out in clauses 9 and 10 of this agreement, the City may, at its option and upon 30 days written notice to the Township, terminate this agreement.

ENTIRE AGREEMENT

18. This Agreement and the schedules attached constitute the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.

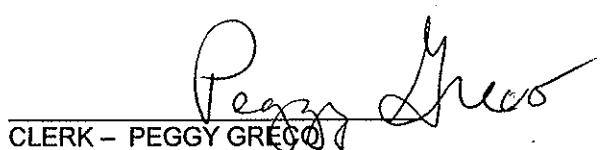
IN WITNESS WHEREOF, the Township has affixed its Corporate Seal attested by the signature of its duly authorized signing officer and the Mayor as head of Council for the City has personally signed this Agreement to be effective as of the date set out herein.

FOR THE CITY:

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE


REEVE - KEN LAMMING


CLERK – PEGGY GRECO

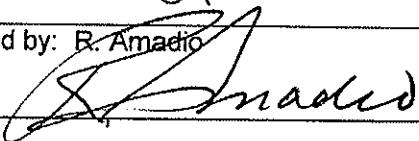
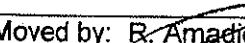
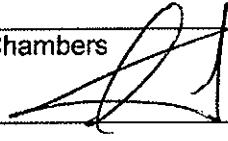
Schedule 'A'

*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

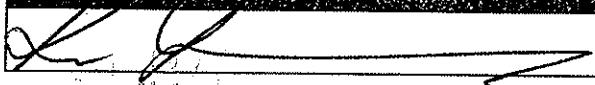
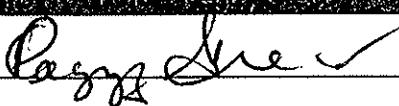
Date: March 11th, 2014

AGENDA ITEM
8 b)

Resolution 2014 - S9 	
Moved by: R. Amadio 	Seconded by: I. Chambers 

Be it resolved that this Council hereby adopts By-Law 2014-10, being a by-law authorizing the Reeve and CAO/Administrator to enter into an agreement between the City of Sault Ste. Marie and the Township of Prince for the provision of police services, as presented.

RESOLUTION RESULTS	
CARRIED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
DEFEATED	Ken Lamming
DEFERRED	Ron Amadio
REFERRED	Ian Chambers
PECUNIARY INTEREST DECLARED	David Yanni
RECORDED VOTE (SEE RIGHT)	Amy Zuccato
WITHDRAWN	

The above is a certified to be true copy of resolution number 2014 - S9

Peggy Greco
CAO/Administrator

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-67

FINANCE: (F1.1) A by-law to amend By-law 2013-204 (User Fees and Service Charges by-law).

WHEREAS Section 391(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, states that despite any Act, a municipality and local board may pass by-laws imposing fees or charges on any class of persons, for services or activities provided or done by or on behalf of it, and, for the use of its property including property under its control;

AND WHEREAS it is deemed necessary to charge user fees and service charges;

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie hereby pursuant to Section 391(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25 as amended **ENACTS** as follows:

1. SCHEDULE “G” TO BY-LAW 2013-204 AMENDED

Schedule “G” to By-law 2013-204 is hereby amended by deleting the following statement, “**CEMETERY FEES *See By-law 2012-129**” and by adding Schedule “G” hereto attached..

2. SCHEDULE “G”

Schedule “G” hereto attached forms a part of this by-law.

3. EFFECTIVE DATE

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

PASSED in open Council this 24th day March, 2014.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

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

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

<u>DEPARTMENT:</u>	฿
Clerks	2,000

Community Services Department

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

Engineering & Planning

Rezoning	-
Committee of Adjustment applications	-

Finance

Accounting fees	215
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Fire Services

-

Legal

-

PWT

43,513

CORPORATION OF THE CITY OF SAULT STE. MARIE

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

PUBLIC WORKS & TRANSPORTATION DEPARTMENT

Services Offered		2013 Current Fee	2014 Proposed Fee
CEMETERY			
Lots			
Adult			
1 grave lot – minimum 3.5' x 10.0'			
Land	\$437.00		
Care and maintenance	\$291.00	\$728.00	\$728.00
2 grave lot – minimum 2.0' x 10.0'			
Land	\$874.00		
Care and maintenance	\$582.00	\$1,456.00	\$1,456.00
Child (5 years – 10 years)			
Land	\$179.00		
Care and maintenance	\$150.00	\$329.00	\$329.00
Infant (under 5 years)			
Land	\$0.00		
Care and maintenance	\$150.00	\$150.00	\$150.00
Care and maintenance fund – lots on which care and maintenance charges have not been paid. This only pertains to lots purchased prior to January 1, 1955. This is a one-time charge (per lot).		\$250.00	\$250.00
Cremation Lots (Urn Garden)			
1 grave lot – .6m x .6m			
Land	\$58.00		
Care and maintenance	\$150.00	\$208.00	\$208.00
2 grave lot (.6m x 1.2m)			
Land	\$116.00		
Care and maintenance	\$300.00	\$416.00	\$416.00
Cremorial Wall Niches			
Rows 1 to 4			
single 10.16 cm x 20.36 cm front	\$589.00		
Care and maintenance	\$104.00	\$693.00	\$693.00
Rows 5&6			
single 10.16 cm x 20.36 cm front	\$536.00		
Care and maintenance	\$100.00	\$636.00	\$636.00
Rows 7&8			
single 10.16 cm x 20.36 cm front	\$436.00		
Care and maintenance	\$100.00	\$536.00	\$536.00

Urn Garden Columbarium "GC"			
Section A-B-C-D-E-F-G-H-I-J-K			
Companion niches	\$1,259.00		
Care and maintenance	\$222.00	\$1,481.00	\$1,481.00
Single niches	\$760.00		
Care and maintenance	\$133.00	\$893.00	\$893.00
Urn Garden Columbarium "GC"			
Section L			
Companion niches	\$1,400.00		
Care and maintenance	\$246.00	\$1,646.00	\$1,646.00
Single niches	\$849.00		
Care and maintenance	\$150.00	\$999.00	\$999.00
Urn Garden Columbarium "GC" (New)			
Section M			
Companion niches	\$1,400.00		
Care and maintenance	\$246.00	\$1,646.00	\$1,646.00
Single niches	\$849.00		
Care and maintenance	\$150.00	\$999.00	\$999.00
Urn Garden Columbarium "HC"			
Section O-P-Q-R			
Companion niches	\$1,335.00		
Care and maintenance	\$235.00	\$1,570.00	\$1,570.00
Single niches	\$799.00		
Care and maintenance	\$141.00	\$940.00	\$940.00
Urn Garden Columbarium "HC"			
Section S			
Companion niches	\$1,400.00		
Care and maintenance	\$246.00	\$1,646.00	\$1,646.00
Single niches	\$849.00		
Care and maintenance	\$150.00	\$999.00	\$999.00
Urn Garden Columbarium "GC" (New)			
Section T-U-V			
Companion niches	\$1,400.00		
Care and maintenance	\$246.00	\$1,646.00	\$1,646.00
Single niches	\$849.00		
Care and maintenance	\$150.00	\$999.00	\$999.00
Wall Niches (Mausoleum Phase VII)			
Section MJ			
Single Niche			
Rows 2&7	\$625.00		
Care and maintenance	\$110.00	\$735.00	\$735.00
Rows 4&5	\$724.00		
Care and maintenance	\$127.00	\$851.00	\$851.00

Wall Niches (Mausoleum Phase VIII)			
Sections ML and MM			
Companion Niches			
Rows 1&8	\$1,081.00		
Care and maintenance	\$190.00	\$1,271.00	\$1,271.00
Rows 3&6	\$1,259.00		
Care and maintenance	\$222.00	\$1,481.00	\$1,481.00
Single Niches			
Rows 1,2,6,7 & 8	\$661.00		
Care and maintenance	\$116.00	\$777.00	\$777.00
Rows 4&5	\$760.00		
Care and maintenance	\$131.00	\$891.00	\$891.00
Mausoleum crypts - note: the price of a mausoleum crypt being transferred shall not exceed the original purchase price.			
Section MN			
Row 4 (single)	\$4,730.00		
Care and maintenance	\$1,182.00	\$5,912.00	\$5,912.00
Section MO			
Row 1 (single)	\$5,003.00		
Care and maintenance	\$1,250.00	\$6,253.00	\$6,253.00
Row 2&3 (single)	\$5,981.00		
Care and maintenance	\$1,495.00	\$7,476.00	\$7,476.00
Row 4 (single)	\$4,730.00		
Care and maintenance	\$1,182.00	\$5,912.00	\$5,912.00
Row 1 (companion)	\$8,292.00		
Care and maintenance	\$2,072.00	\$10,364.00	\$10,364.00
Row 2&3 (companion)	\$9,866.00		
Care and maintenance	\$2,466.00	\$12,332.00	\$12,332.00
Row 4 (companion)	\$7,833.00		
Care and maintenance	\$1,958.00	\$9,791.00	\$9,791.00
Section MP			
Row 1 (single)	\$5,253.00		
Care and maintenance	\$1,313.00	\$6,566.00	\$6,566.00
Rows 2&3 (single)	\$6,280.00		
Care and maintenance	\$1,570.00	\$7,850.00	\$7,850.00
Row 4 (single)	\$4,967.00		
Care and maintenance	\$1,241.00	\$6,208.00	\$6,208.00
Row 1 (companion)	\$8,706.00		
Care and maintenance	\$2,177.00	\$10,883.00	\$10,883.00
Row 2&3 (companion)	\$10,359.00		
Care and maintenance	\$2,590.00	\$12,949.00	\$12,949.00
Row 4 (companion)	\$8,255.00		
Care and maintenance	\$2,056.00	\$10,311.00	\$10,311.00

MA – Family Units			
Section MQ			
Unit 1 (6 singles)	\$34,560.00		
Care and maintenance	\$8,640.00	\$43,200.00	\$43,200.00
Unit 2 (8 singles)	\$44,800.00		
Care and maintenance	\$11,200.00	\$56,000.00	\$56,000.00
MA			
Section R			
Row 1 (single)	\$5,515.00		
Care and maintenance	\$1,379.00	\$6,894.00	\$6,894.00
Row 2&3 (single)	\$6,595.00		
Care and maintenance	\$1,649.00	\$8,244.00	\$8,244.00
Row 4 (single)	\$5,215.00		
Care and maintenance	\$1,304.00	\$6,519.00	\$6,519.00
Row 1 (companion)	\$9,142.00		
Care and maintenance	\$2,285.00	\$11,427.00	\$11,427.00
Row 2&3 (companion)	\$10,878.00		
Care and maintenance	\$2,719.00	\$13,597.00	\$13,597.00
Row 4 (companion)	\$8,642.00		
Care and maintenance	\$2,161.00	\$10,803.00	\$10,803.00
MA (new)			
Section S			
Row 1 (single)	\$5,791.00		
Care and maintenance	\$1,448.00	\$7,239.00	\$7,239.00
Row 2&3 (single)	\$6,925.00		
Care and maintenance	\$1,731.00	\$8,656.00	\$8,656.00
Row 4 (single)	\$5,476.00		
Care and maintenance	\$1,369.00	\$6,845.00	\$6,845.00
Row 1 (companion)	\$9,599.00		
Care and maintenance	\$2,400.00	\$11,999.00	\$11,999.00
Row 2&3 (companion)	\$11,422.00		
Care and maintenance	\$2,855.00	\$14,277.00	\$14,277.00
Row 4 (companion)	\$9,075.00		
Care and maintenance	\$2,269.00	\$11,344.00	\$11,344.00
Interment Charges			
<i>With committal service in the chapel</i>			
Adult			
single depth		\$705.00	\$705.00
double depth		\$867.00	\$867.00
Child under 5 years		no charge	no charge
Child 5-10 years			
single depth		\$398.00	\$398.00
double depth		\$502.00	\$502.00
Cremated remains		\$167.00	\$167.00
Entombment in mausoleum		\$705.00	\$705.00
<i>With committal service at the gravesite</i>			

Adult			
single depth		\$907.00	\$907.00
double depth		\$1,109.00	\$1,109.00
Child under 5 years		no charge	no charge
Child 5-10 years		\$601.00	\$601.00
single depth		\$258.00	\$258.00
double depth			
Cremated remains		\$268.00	\$268.00
Cremated remains (columbarium or mausoleum niches)		\$268.00	\$268.00
Entombment in mausoleum		\$907.00	\$907.00
Cremation			
Resident (at time of death)			
Adult		\$572.00	\$572.00
Child under 5 years		no charge	no charge
Child 5-10 years		\$330.00	\$330.00
Non-resident (at time of death)			
Adult		\$731.00	\$731.00
Child under 5 years		no charge	no charge
Child 5-10 years		\$341.00	\$341.00

Disinterment Charges			
Another gravesite in a municipal gravesite			
Adult		\$2,079.00	\$2,079.00
From single depth to double depth		\$2,264.00	\$2,264.00
Child under 5 years		\$601.00	\$601.00
Child 5-10 years		\$1,005.00	\$1,005.00
Cremated remains		\$335.00	\$335.00
Niche to niche		\$179.00	\$179.00
Same gravesite or removal from a municipal cemetery			
Adult		\$1,467.00	\$1,467.00
From single depth to double depth			
Child under 5 years		\$335.00	\$335.00
Child 5-10 years		\$676.00	\$676.00
Cremated remains		\$191.00	\$191.00
Niche to niche		\$179.00	\$179.00
From inground burial to mausoleum		\$3,148.00	\$3,148.00
Extra charge if not in concrete container		\$641.00	\$641.00
Extra charge for a container and shipment of a removal from a Sault Ste. Marie cemetery to another location shall be the responsibility of the deceased person's legal representative.			
Double depth disinterments are not permitted			
Additional Miscellaneous Charges			
Funerals arriving after 4 p.m. – for each half hour or portion thereof		\$135.00	\$135.00
Saturday funerals entering the ceremony after 1 p.m. – for each half hour or portion thereof		\$135.00	\$135.00
Niche plate (including installation)		\$213.00	\$213.00
Removal of crypt plate or niche plate from the mausoleum for vase installation or extra engraving		\$110.00	\$110.00
Removal of niche plate from the columbarium for vase installation or extra engraving		\$50.00	\$50.00

Mailing of cremains			
Inside Canada (insured)		\$80.00	\$80.00
to USA (insured)		\$97.00	\$97.00
outside Canada or USA (insured)		\$212.00	\$212.00
Removal of trees or shrubs from lots – per tree		\$44.00	\$44.00
Handling of wooden shells		\$121.00	\$121.00
Transfer fee		\$50.00	\$50.00
Rental of temporary storage facility (per month)		\$40.00	\$40.00

<i>GST/HST Included or Added</i>
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