



REGULAR MEETING OF CITY COUNCIL REVISED AGENDA

Monday, September 14, 2015

4:30 p.m.

Council Chambers
Civic Centre

Pages

1.	ADOPTION OF MINUTES	16 - 37
	Mover Councillor M. Shoemaker Seconder Councillor L. Turco	
	Resolved that the Minutes of the Regular Council Meeting of 2015 08 10 and Special Meeting of 2015 08 24 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 J. Hupponen Seconder Councillor R. Niro	
	Resolved that the Agenda for 2015 09 14 City Council Meeting as presented be approved.	
5.	PROCLAMATIONS/DELEGATIONS	
5.1	Red Cross Rescuer Awards	
	Diane Lajambe, District Branch Manager, Canadian Red Cross	
5.2	Culture Days	
	Valerie King, Executive Director, Arts Council of Sault Ste. Marie and District; and Helena Huopalainen, Sault Ste. Marie Public Library	

- 5.3 **Franco-Ontarian Day**
Suzanne Salituri, Présidente, Le Centre Francophone de Sault-Ste-Marie
- 5.4 **Sault Pridefest 2015**
Theodore Syrette
- 5.5 **Childhood Cancer Awareness Month**
Dayna Caruso, Executive Director, Northern Ontario Families of Children with Cancer
- 5.6 **Ovarian Cancer Awareness Month**
Gayle Manley, Zonta International
- 5.7 **Recovery Month**
Barbara Ridley, Sault Area Hospital, Member of the Recovery Day Celebration Committee
- 5.8 ***Sault Ste. Marie Employment Rates*** 38 - 59
Jonathan Coulman, Executive Director, Algoma Workforce Investment Corporation
6. **COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES**
Mover Councillor M. Shoemaker
Seconder Councillor R. Niro

Resolved that all the items listed under date 2015 09 14 – Part One – Consent Agenda be approved as recommended.
- 6.1 **Correspondence** 60 - 61
Ministry of Attorney General – Provincial Offences Cost Recovery
- 6.2 **Council Travel**
Authorization to travel to the Association of Municipalities of Ontario annual conference in Niagara Falls, Ontario was omitted from the August 10, 2015 Agenda in error.

Mover Councillor M. Shoemaker
Seconder Councillor R. Niro

Resolved that Mayor Provenzano, Councillor S. Butland, Councillor J. Hupponen and Councillor S. Myers be authorized to travel to Niagara Falls, Ontario for three days in August to attend the annual Association of Municipalities of Ontario conference at an estimated cost to the City of \$1,500

each.

Mover Councillor T. Sheehan
Seconder Councillor R. Niro

Resolved that Councillor L. Turco be authorized to travel to Niagara Falls, Ontario for six days in August to attend the annual Association of Municipalities of Ontario conference and board meeting at an estimated cost to the City of \$2,100.

Mover Councillor M. Shoemaker
Seconder Councillor R. Niro

Resolved that Councillor L. Turco be authorized to travel to Toronto, Ontario for two days in September to attend the Association of Municipalities of Ontario board meeting at an estimated cost to the City of \$300.

6.3

Tender for Screened Street Sand (2015WA20T)

62 - 64

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

Mover Councillor J. Hupponen
Seconder Councillor R. Niro

Resolved that the report of the Manager of Purchasing dated 2015 09 14 be received and that the tender submitted by Palmer Construction for the supply of Screened Street Sand for the 2015-2016 winter season at the tendered pricing of \$5.48 per tonne (H.S.T. extra) be approved.

6.4

Budget Timeline Options

65 - 68

A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council.

Mover Councillor M. Shoemaker
Seconder Councillor R. Niro

Resolved that the report of the Commissioner of Finance and Treasurer dated 2015 09 14 regarding budget timelines be received as information.

6.5

Amendments to Cemetery By-law

69 - 70

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

The relevant By-law 2015-163 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.6

Request to Repeal By-law – Business Improvement Area

71 - 72

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

Mover Councillor M. Shoemaker
Seconder Councillor R. Niro

Resolved that the report of the City Clerk dated 2015 09 14 concerning Request to Repeal By-law – Business Improvement Area and official results be received as information.

6.7	2016 Consulting Engineering Assignments	73 - 75
A report of the Design and Construction Engineer is attached for the consideration of Council.		
Mover Councillor M. Shoemaker Seconder Councillor L. Turco		
Resolved that the report of the Design & Construction Engineer dated 2015 09 14 concerning the 2016 capital construction consultant selection be received, and that Council authorize entering into agreements for engineering services with these consulting engineering firms.		
Individual engineering agreements with an estimate of engineering fees will be brought to Council for approval at a later date.		
6.8	OCIF Funding Intake II – Bay Street	76 - 78
A report of the Director of Engineering is attached for the consideration of Council.		
Mover Councillor M. Shoemaker Seconder Councillor L. Turco		
Resolved that the report of the Director of Engineering dated 2015 09 14 regarding OCIF Funding Intake II – Bay Street be received as information.		
6.9	Fort Creek Aqueduct – Contribution Agreement	79 - 81
A report of the Director of Engineering is attached for the consideration of Council.		
The relevant By-law 2015-158 authorizing execution of the contribution agreement is listed under item 11 of the Agenda and will be read with all by-laws under that item.		
Mover Councillor J. Hupponen Seconder Councillor L. Turco		
Resolved that the report of the Director of Engineering Services dated 2015 09 14 be received and that a Request for Proposal be issued for engineering services for the remaining phases of the Fort Creek aqueduct project.		
6.10	Inflow and Infiltration Pilot Project Update	82 - 84
A report of the Environmental Initiatives Co-ordinator is attached for the consideration of Council.		
The relevant By-laws 2015-155 and 2015-160 are listed under item 11 of the		

Agenda and will be read with all by-laws under that item.

6.11	Wastewater Facility Designated Substance Surveys Consultant Selection	85 - 86
	A report of the Land Development and Environmental Engineer is attached for the consideration of Council.	
	The relevant By-law 2015-157 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.12	Acquisition of Property on Peoples Road	87 - 88
	A report of the Engineering Intern is attached for the consideration of Council.	
	The relevant By-law 2015-159 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.13	Designated Fire Route	89 - 90
	A report of the Deputy Fire Chief – Inspection Division is attached for the consideration of Council.	
	The relevant By-law 2015-164 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.14	POA – Second Inter-Municipal Agreement	91 - 92
	A report of the Assistant City Solicitor is attached for the consideration of Council.	
	The relevant By-law 2015-134 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.15	Agreement Between the City and the Huron Superior Catholic District School Board for the Use and Development of City Property	93 - 94
	A report of the Solicitor/Prosecutor is attached for the consideration of Council.	
	The relevant By-law 2015-154 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.16	Smoking By-law Amendments	95 - 96
	A report of the Solicitor/Prosecutor is attached for the consideration of Council.	
	The relevant By-law 2015-151 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.17	Provincial Legislation Regulating the Use of Off-Road Vehicles on Municipal Roadways	97 - 99
	A report of the Solicitor/Prosecutor is attached for the consideration of Council.	
	Mover Councillor J. Hupponen	
	Seconder Councillor R. Niro	

Resolved that the report of the Solicitor/Prosecutor dated 2015 09 14 concerning Provincial Legislation Regulating the Use of Off-Road Vehicles on Municipal Roadways be received as information.

The direction of Council is sought.

6.18	Results of Graffiti Initiative – August 18-23, 2015	100 - 120
A report of the Deputy Police Chief is attached for the consideration of Council.		
Mover Councillor M. Shoemaker Seconder Councillor L. Turco		
Resolved that the report of the Deputy Chief dated 2015 09 14 concerning Results of Graffiti Initiative – August 18-23, 2015 be received as information.		
6.18.1	Graffiti Initiative	121 - 121
At the request of Councillor S. Myers, the text of a November 18, 2013 resolution is attached for the information of Council.		
6.19	Amendment to By-Law 90-305	122 - 125
A report of the Manager of Transit and Parking is attached for the consideration of Council.		
The relevant By-law 2015-161 is listed under item 11 of the Agenda and will be read with all by-laws under that item.		
6.20	Costs Associated with Purchase of New Nova Bus	126 - 127
A report of the Manager of Transit and Parking is attached for the consideration of Council.		
Mover Councillor M. Shoemaker Seconder Councillor R. Niro		
Resolved that the report of the Manager of Transit and Parking dated 2015 09 14 concerning Costs Associated with Purchase of New Nova Bus be received and that staff be authorized to use funds in the Transit Equipment reserve to cover the additional bus purchase cost of \$8,215.		
6.21	Reallocation of Accessibility Reserve Funds for Actuators at the Roberta Bondar Pavilion/Marina	128 - 129
A report of the Accessibility Co-ordinator is attached for the consideration of Council.		
Mover Councillor J. Huppenen Seconder Councillor L. Turco		
Resolved that the report of the Accessibility Co-ordinator dated 2015 09 14 concerning Relocation of Accessibility Reserve Funds for Actuators at the Roberta Bondar Pavilion/Marina be received and that the reallocation of		

approximately \$10,000 from the Accessibility Reserve Fund for the installation of actuators at the Roberta Bondar Pavilion/Marina be approved.

6.22 Reallocation of Accessibility Reserve Funds for Visual Fire Alarms at the John Rhodes Community Centre 130 - 131

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

Mover Councillor J. Hupponen
Seconder Councillor R. Niro

Resolved that the report of the Accessibility Co-ordinator dated 2015 09 14 concerning Reallocation of Accessibility Reserve Funds for Visual Fire Alarms at the John Rhodes Community Centre be received and that the reallocation of up to \$10,500 for the installation of visual fire alarms at the John Rhodes Community Centre be approved.

6.23 *Council Travel*

Mover Councillor M. Shoemaker
Seconder Councillor R. Niro

Resolved that Mayor C. Provenzano be authorized to travel to Toronto, Ontario for one day in October to attend a conference at an estimated cost to the City of \$300.

6.24 Correspondence – Councillor T. Sheehan 132 - 132

Correspondence from Councillor T. Sheehan is attached for the information of Council.

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

7.6.1 A-10-15-Z – 9 Poplar Avenue – Postponement Request

133 - 135

A report of the Planner is attached for the consideration of Council.

Mover Councillor M. Shoemaker
Seconder Councillor L. Turco

Resolved that the report of the Planner dated 2015 09 14 be received and that Council postpone application A-10-15-Z to November 23, 2015.

7.6.2	A-15-15-Z – 57 St. George's Avenue West	136 - 143
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A report of the Planning Division is attached for the consideration of Council.

Mover Councillor M. Shoemaker
Seconder Councillor R. Niro

Resolved that the report of the Planning Division dated 2015 09 14 concerning A-15-15-Z – 57 St. George's Avenue West be received and that Council approve application A-15-15-Z to rezone the subject property from "R.3" (Low Density Residential Zone) to "R3.S" (Low Density Residential Zone with a Special Exception) to permit a triplex and that the Legal Department be directed to prepare the necessary by-law to effect this approval.

7.6.3	A-16-15-Z.OP – 475 Trunk Road	144 - 156
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A report of the Planner is attached for the consideration of Council.

Mover Councillor M. Shoemaker
Seconder Councillor L. Turco

Resolved that the report of the Planner dated 2015 09 14 concerning A-16-15-Z.OP – 475 Trunk Road be received and that Council approve:

1. Official Plan Amendment by way of a notwithstanding clause to Commercial Policy C.4 to permit up to 100% office space occupancy within the existing building;
2. Rezoning the subject property from General Commercial Zone (C4) to General Commercial Zone (C4.S) with a special exception to permit the entire Gross Floor Area of the existing building to be occupied by office uses in addition to the uses permitted in the General Commercial Zone (C4);

and that the Legal Department be directed to prepare the necessary by-laws to effect this approval.

7.6.3.1	<i>Additional correspondence</i>	157 - 157
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7.7	PUBLIC WORKS AND TRANSPORTATION
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7.8	BOARDS AND COMMITTEES
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7.8.1	PUC
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7.8.1.1	Borrowing for Water Utility	158 - 158
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A report of the President and CEO, PUC Services Inc. is attached for the information of Council.

The relevant By-law 2015-162 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

7.8.1.2	Ontario Works Value-Added Recycling Program	159 - 159
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A report of the President and CEO, PUC Services Inc. is attached for the information of Council.

Mover Councillor J. Hupponen
Seconder Councillor R. Niro

Resolved that City Council is now authorized to meet in open session as the sole shareholder of PUC Inc. and PUC Services Inc.; and

Further Be It Resolved that City Council appoints Mayor Christian Provenzano as Council's proxy to vote on the resolutions of the shareholder of PUC Inc. and PUC Services Inc.

7.8.1.2.1	<i>Supplementary Information</i>	160 - 163
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7.8.1.3	Second Quarter Shareholders Report	164 - 176
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A report of the Board of Directors Chair, PUC Inc. and PUC Services Inc. is attached for the consideration of Council.

Mover Councillor M. Shoemaker
Seconder Councillor R. Niro

Resolved that the report of the Board of Directors Chair, PUC Inc. and PUC Services Inc. dated 2015 08 31 concerning 2015 Second Quarter Report be received as information.

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

8.1	Michigan Soo Locks	177 - 183
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Mover Councillor M. Shoemaker
Seconder Councillor P. Christian

WHEREAS on July 29, 2015 the 73-year-old MacArthur Lock at the Michigan Soo Locks was shut down due to emergency repairs being required; and

WHEREAS repairs were initially scheduled to take 10 days but due to the nature of the repairs required, ended up taking 20 days; and

WHEREAS the 20-day shutdown of the MacArthur lock caused the lock to be unused for over 450 hours and delayed 103 ships, negatively affecting both the Canadian and American economy; and

WHEREAS since 2009 there have been approximately 3,000 hours of unscheduled closures at the Michigan Soo Locks; and

WHEREAS the Michigan Soo Locks are vital to Essar Steel Algoma, the proposed Port of Algoma, Tenaris Algoma Tubes, and other industrial, forestry

and aggregate operations in Sault Ste. Marie and in the Algoma District, and are critical to the economies of the twin Saults, Ontario, Michigan, Canada and the United States; and

WHEREAS future shutdowns at the Michigan Soo Locks could cause devastating harm to Sault Ontario's economy; and

WHEREAS a new lock at the Michigan Soo Locks has been approved but unfunded by the United States for 29 years;

Now Therefore Be It Resolved that the Council of the City of Sault Ste. Marie, Ontario expresses its unreserved and full support for the renewed efforts of the United States Army Corps of Engineers, United States Senators from Michigan, Members of the United States House of Representatives from Michigan, and the Governor of Michigan in trying to move forward the proposal for a new lock at the Michigan Soo Locks.

8.2

Immigration Committee

Mover Councillor R. Romano

Seconder Councillor S. Butland

Whereas Sault Ste. Marie currently has a population of approximately 75,000 people; and

Whereas Sault Ste. Marie once held a population of over 80,000 people; and

Whereas Sault Ste. Marie currently suffers from challenging demographics wherein our current death rate exceeds our birth rate; and

Whereas it is important for Sault Ste. Marie to look at ways to increase migration and, moreso, immigration and develop an action plan with respect to attracting migrants/immigrants and retaining migrants/immigrants in Sault Ste. Marie;

Now Therefore Be It Resolved that a committee of Council be struck to consider this issue to consist of: Councillor R. Romano; Councillor S. Butland; the Co-ordinator of the Local Immigration Plan; the City Clerk; the Commissioner of Social Services; a representative of the Planning Division; the Executive Director of Business Sault Ste. Marie; a representative of the Chamber of Commerce (Jason Naccarato); the Executive Director of the Sault Ste. Marie Innovation Centre; a representative of Essar Port of Algoma (Anshumali Dwivedi); the President of Algoma University; the President of Sault College; and a representative of the Sault Ste. Marie Career Centre (Sharon Moskar).

8.3

Notice of Motion – Review of Retired Employee Death Benefit

Mover Mayor Provenzano

Seconder _____

WHEREAS Human Resources Policy and Procedure Number 4-14 prescribes that a death benefit of \$2,000 be paid to the widow, widower, or estate of a pensioned retiree of the Corporation upon their death; and

WHEREAS this policy was enacted approximately 30 years ago; and

WHEREAS in the intervening time, provisions for retirees and pensioners in Canada have generally been strengthened through the extension of survivorship benefits and the introduction of tax policies such as income-splitting and pension-splitting; and

WHEREAS both the OMERS and Canada Pension Plans contain survivorship provisions and there is a death benefit that is payable through the Canada Pension Plan; and

WHEREAS Council understands the importance of periodically reviewing the City's discretionary spending

Now Therefore Be It Resolved that Council request staff to review and report on the administration of the Retired Employee Death Benefit and for said report to include the following information:

- The amount of money disbursed by the Corporation in death benefit payments for the 2015 year to date;
- The amounts of money disbursed in death benefit payments for the 2013 and 2014 municipal fiscal years;
- An overview of how common it is for municipal governments in Ontario to issue such death benefit payments upon the death of retirees;
- An analysis as to the appropriateness of continuing to pay the death benefit given the present-day financial tools, tax policies and resources available to retirees and their families.

8.4 Notice of Motion – Decrease of Sewer Surcharge

Mover Mayor Provenzano

Seconder _____

WHEREAS the present sewer surcharge that is added to the utility bill of PUC customers has been set at 100 per cent of the water usage rate since 2002; and

WHEREAS the financing of the east end water treatment facility has now been completed and the funds that have accumulated from the sewer surcharge are in the approximate amount of \$29,000,000.00 as of January 1, 2015; and

WHEREAS Council is mindful that many local residents and businesses are having difficulty making ends meet due to uncertain economic conditions and rising costs of living; and,

WHEREAS the sewer surcharge is the only component of the PUC bill that can be directly influenced by the City of Sault Ste. Marie and City staff has been analyzing the surcharge relative to sewer infrastructure demand; and

Now Therefore Be It Resolved that Council direct the Commissioner of Finance and Treasurer to undertake an analysis of the sewer surcharge with the specific intention of reducing the sewer surcharge and report back as to Council with options outlining proposed reduction(s) of the surcharge, the consequences of said reduction(s), and what steps are necessary to decrease the sewer surcharge as of January 2016.

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 M. Shoemaker

Seconder Councillor L. Turco

Resolved that all By-laws under item 11 of the Agenda under date 2015 09 14 be approved.

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

11.1.1 **By-law 2015-134 (Agreement) POA Inter-municipal Agreement** 184 - 189

A report from the Assistant City Solicitor is on the Agenda.

Mover Councillor M. Shoemaker

Seconder Councillor L. Turco

Resolved that By-law 2015-134 being a by-law to authorize execution of an inter-municipal agreement between the City and the Municipal Partners for the provision of Provincial Offences administration, revenue sharing and prosecutorial services be passed in open Council this 10th day of August, 2015.

11.1.2 **By-law 2015-151 (Smoking) Amendments to Smoking By-law** 190 - 191

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

Mover Councillor M. Shoemaker

Seconder Councillor L. Turco

Resolved that By-law 2015-151 being a by-law to amend By-law 2003-7 (A by-law to regulate smoking in public places and City buildings in the City of Sault Ste. Marie) be passed in open Council this 14th day of September, 2015.

11.1.3 **By-law 2015-152 (Agreement) Mausoleum Phase XIV** 192 - 224

Passed by Council Resolution on July 13, 2015.

Mover Councillor M. Shoemaker

Seconder Councillor L. Turco

Resolved that By-law 2015-152 being a by-law to authorize execution of a contract between the City and Gough Masonry Ltd. for the Municipal Mausoleum Phase XIV project be passed in open Council this 14th day of September, 2015.

11.1.4	By-law 2015-153 (Traffic) Amend Schedule "A"	225 - 225
	Passed by Council Resolution on August 10, 2015.	
	Mover Councillor M. Shoemaker Seconder Councillor L. Turco	
	Resolved that By-law 2015-153 being a by-law to amend Schedule "A" of Traffic By-law 77-200 be passed in open Council this 14th day of September, 2015.	
11.1.5	By-law 2015-154 (Agreement) HSCDSB	226 - 232
	A report from the Solicitor/Prosecutor is on the Agenda.	
	Mover Councillor M. Shoemaker Seconder Councillor L. Turco	
	Resolved that By-law 2015-154 being a by-law to authorize the execution of an agreement between the City and the Huron Superior Catholic District School Board for the use and development of City property to access the new St. Mary's College from Old Garden River Road be passed in open Council this 14th day of September, 2015.	
11.1.6	By-law 2015-155 (Agreement) Minister of Environment and Climate Change	233 - 261
	A report from the Environmental Initiatives Co-ordinator is on the Agenda.	
	Mover Councillor M. Shoemaker Seconder Councillor L. Turco	
	Resolved that By-law 2015-155 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 the Environment and Climate Change for the City's Inflow and Infiltration Pilot Project be passed in open Council this 14th day of September, 2015.	
11.1.7	By-law 2015-156 (Appointment) Chief Administrative Officer	262 - 262
	Mover Councillor M. Shoemaker Seconder Councillor L. Turco	
	Resolved that By-law 2015-156 being a by-law to appoint Albert Horsman as Chief Administrative Officer (CAO) and to repeal By-law 1996-22 and By-law 2015-71 be passed in open Council this 14th day of September, 2015.	
11.1.8	By-law 2015-157 (Agreement) Pinchin Ltd.	263 - 274
	A report from the Land Development and Environmental Engineer is on the Agenda.	
	Mover Councillor M. Shoemaker Seconder Councillor L. Turco	

Resolved that By-law 2015-157 being a by-law to authorize the execution of an agreement between the City and Pinchin Ltd. for engineering fees for the wastewater facility designated substance surveys be passed in open Council this 14th day of September, 2015.

- 11.1.9 By-law 2015-158 (Agreement) Fort Creek Aqueduct 275 - 321**
- A report from the Director of Engineering Services is on the Agenda.
- Mover Councillor M. Shoemaker
Seconder Councillor L. Turco
- Resolved that By-law 2015-158 being a by-law to authorize the execution of the New Building Canada Fund – Small Communities Fund Agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for the reconstruction of the Fort Creek Aqueduct on John and Wellington Streets from Queen Street to Carmen's Way be passed in open Council this 14th day of September, 2015.
- 11.1.10 By-law 2015-159 (Property Acquisition) 981 and 983 People's Road (Kerr) 322 - 323**
- A report from the Engineering Intern is on the Agenda.
- Mover Councillor M. Shoemaker
Seconder Councillor L. Turco
- Resolved that By-law 2015-159 being a by-law to authorize the City's purchase of property located at civic 981 and 983 People's Road (Kerr) be passed in open Council this 14th day of September, 2015.
- 11.1.11 By-law 2015-160 (Agreement) Cole Engineering Group Ltd. 324 - 343**
- A report from the Environmental Initiatives Co-ordinator is on the Agenda.
- Mover Councillor M. Shoemaker
Seconder Councillor L. Turco
- Resolved that By-law 2015-160 being a by-law to authorize the execution of an agreement between the City and Cole Engineering Group Ltd. for consulting services with respect to the City's Inflow and Infiltration Pilot Project be passed in open Council this 14th day of September, 2015.
- 11.1.12 By-law 2015-161 (Parking) Appoint Municipal Law Enforcement Officers 344 - 346**
- A report from the Manager of Transit and Parking is on the Agenda.
- Mover Councillor M. Shoemaker
Seconder Councillor L. Turco
- Resolved that By-law 2015-161 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 14th

day of September, 2015.

- 11.1.13 By-law 2015-162 (PUC)** 347 - 354
Mover Councillor M. Shoemaker
Seconder Councillor L. Turco

Resolved that By-law 2015-162 being a by-law to authorize the Public Utilities Commission of the City of Sault Ste. Marie to borrow approximately eight million dollars (\$8,000,000) from the Royal Bank of Canada be passed in open Council this 14th day of September, 2015.
- 11.1.14 By-law 2015-163 (Regulations) Cemeteries** 355 - 356
A report from the City Clerk is on the Agenda.

Mover Councillor M. Shoemaker
Seconder Councillor L. Turco

Resolved that By-law 2015-163 being a by-law to amend By-law 2012-129 being a by-law to provide regulations for the operation of all municipal crematoriums, mausoleums, and cemeteries owned by the City of Sault Ste. Marie be passed in open Council this 14th day of September, 2015.
- 11.1.15 By-law 2015-164 (Fire Route) Amend By-law 2013-105** 357 - 357
A report from the Deputy Fire Chief - Inspection Services is on the Agenda.

Mover Councillor M. Shoemaker
Seconder Councillor L. Turco

Resolved that By-law 2015-164 being a by-law to amend Fire Routes By-law 2013-105 be passed in open Council this 14th day of September, 2015.
- 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 J. Hupponen
Seconder Councillor R. Niro

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, August 10, 2015

4:30 p.m.

Council Chambers

Civic Centre

Present:

Mayor C. Provenzano, Councillor S. Butland, Councillor P. Christian, Councillor S. Myers, Councillor T. Sheehan, Councillor J. Huppenen, Councillor M. Shoemaker, Councillor L. Turco, Councillor R. Niro, Councillor M. Bruni, Councillor F. Fata, Councillor J. Krmpotich, Councillor R. Romano

Officials:

J. Dolcetti, L. Girardi, M. Nadeau, S. Schell, M. Figiola, R. Keetch, S. Sparling, D. McConnell, R. Tyczinski, V. McLeod, N. Fera, F. Coccimiglio

1. ADOPTION OF MINUTES

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the Minutes of the Regular Council Meeting of 2015 07 13 be approved.

Carried

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

3. DECLARATION OF PECUNIARY INTEREST

3.1 Councillor M. Bruni – OLG Quarterly Payment

Employed by OLG

3.2 Councillor J. Krmpotich – Local Immigration Partnership Contribution Agreement Amendment

Family member employed with the Local Immigration Partnership

3.3 Councillor J. Krmpotich – By-law 2015-145 (Agreement) Amendment to 2014-16 Local Immigration Partnership Contribution Agreement

Family member employed with the Local Immigration Partnership

3.4 Councillor R. Romano – Downtown Business Improvement Area

Spouse is a member of the Board of Directors of Downtown Association

3.5 Councillor L. Turco – Police Services Graffiti Delegation

Spouse is employed by Police Service

3.6 Councillor L. Turco – Crime Stoppers of Sault Ste. Marie and Algoma District

Spouse is employed by Police Service

3.7 Councillor L. Turco – By-law 2015-140 (Parking) Appointment Municipal Law Enforcement Officers

Spouse is employed by Police Service

3.8 Councillor L. Turco – By-law 2015-141 (Parking) Appointment By-law Enforcement Officers

Spouse is employed by Police Service

3.9 Councillor L. Turco – Amendments to By-laws Appointing Special Constables

Spouse is employed by Police Service

3.10 Councillor P. Christian – OLG Quarterly Payment

Spouse is employed by OLG

3.11 Councillor R. Niro – OLG Quarterly Payment

Son is employed by OLG

3.12 Councillor R. Niro – John Rhodes Community Centre – Lease Agreement for the Operation of the Restaurant

Employer is in discussions with the proponent for the operation of the restaurant

3.13 Councillor R. Niro – By-law 2015-137 (Agreement) 2463279 Ontario Ltd. cob Centro Sports Bar & Restaurant

Employer is in discussions with 2463279 Ontario Ltd. regarding a service agreement

4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that the Agenda for 2015 08 10 City Council Meeting as presented be approved.

Carried

5. PROCLAMATIONS/DELEGATIONS

5.1 Community Development Award

The Community Development Award will be presented at a subsequent meeting of City Council.

5.2 Chamber of Commerce Executive Swearing In

Monica Dale, President; Paul Johnson, First Vice-President; and Shelley Barich, General Manager; Sault Ste. Marie Chamber of Commerce swore their oaths of office.

5.3 Canadian Forest Service Week

David Nanang, Director General, Natural Resources Canada – Great Lakes Forestry Centre was in attendance.

5.4 World Entrepreneurs' Day

Ashlee Gerard, Youth Entrepreneurship Outreach Officer and Gerry Bugyra, Business Development Officer, Sault Ste. Marie Innovation Centre were in attendance.

5.5 Police Services Graffiti Delegation

Councillor L. Turco declared a conflict on this item. (Spouse is employed by Police Service)

Deputy Police Chief Sean Sparling was in attendance.

5.6 Crime Stoppers of Sault Ste. Marie and Algoma District

Councillor L. Turco declared a conflict on this item. (Spouse is employed by Police Service)

Tom Burmaster, Vice-Chair, Board of Directors, Crime Stoppers of Sault Ste. Marie and Algoma District was in attendance concerning Agenda item 8.2.

5.7 Downtown Business Improvement Area

Councillor R. Romano declared a conflict on this item. (Spouse is a member of the Board of Directors)

Joe Bisceglia was in attendance.

5.8 Request for Maintenance of Portion of Old Goulais Bay Road

Marc Bibeau was in attendance concerning agenda item 7.5.1.

5.9 PUC Q1 Shareholder Quarterly Report

The PUC QQ1 Shareholder Quarterly Report was received as information.

Jim Boniferro, Board of Directors Chair; Dominic Parrella, President and CEO; and Terry Greco, Vice President Finance/Treasurer, PUC Inc. were in attendance.

5.10 Planning Application A-14-15-Z – 849 Second Line East

Mark Brown was in attendance to speak against the application.

5.11 Financial Statements – 2014

Mike Marinovich and Chris Pomeroy, KPMG were in attendance.

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that all the items listed under date 2015 08 10 – Part One – Consent Agenda be approved as recommended save and except Agenda item 6.16.

Carried

6.1 Mayor's Committee – Celebrate Canada 150

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that Councillors Susan Myers and Judy Hupponen be appointed as Co-Chairs of the Mayor's Committee – Celebrate Canada 150 with resource staff provided from the Community Services Department, Finance Department and Clerk's Department.

Carried

6.2 Correspondence

6.2.1 OLG Quarterly Payment

Councillor M. Bruni declared a conflict on this item. (Employed by OLG)

Councillor P. Christian declared a conflict on this item. (Spouse is employed by OLG)

Councillor R. Niro declared a conflict on this item. (Son is employed by OLG)

6.3 Street Closing – Montcalm Road

A letter of request for a temporary street closing in conjunction with a Neighbourhood Street Party was received by Council.

The relevant By-law 2015-142 is listed under item 11 of the Minutes.

6.4 Liquor Licence Extension Request

Correspondence requesting permission for private property liquor licence extension was received by Council.

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

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

- Canadian Bushplane Heritage Centre – 50 Pim Street – Lauzon Wedding – August 29, 2015 – 4:00 p.m. to 2:00 a.m.
- Tarentorus Sports Club – 56 Avery Road – Annual Slo-Pitch Tournament – September 12, 2015 – 11:00 a.m. to 1:00 a.m.

Carried

6.5 Changes to Travel By-law

The report of the Interim CAO was received by Council.

The relevant By-law 2015-147 is listed under item 11 of the Minutes.

6.6 Tender for One (1) Self-Propelled Ice Resurfacing Machine (2015CD02T)

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the report of the Manager of Purchasing dated 2015 08 10 be received and the recommendation that the tender for the supply and delivery of One (1) Self-Propelled Ice Resurfacing Machine be awarded to The Zamboni Company Ltd. at their low tendered price, meeting specifications, of \$83,785.00 plus HST, including trade-in allowance, be approved.

Carried

6.7 Tender for One (1) 64000 GVW Truck with Garbage Packer Body (2015WA17T)

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the report of the Manager of Purchasing dated 2015 08 10 be received and the recommendation that the tender for the supply and delivery of One (1) 64000 GVW Truck equipped with a Garbage Packer Body be awarded to TMS Truck Centre Ltd. at their low tendered price, meeting specifications, of \$260,294.00 plus HST, be approved.

Carried

6.8 Financial Statements – 2014

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

Moved by: Councillor T. Sheehan

Seconded by: Councillor F. Fata

Resolved that the report of the Commissioner of Finance and Treasurer dated 2015 08 10 concerning Financial Statements – 2014 be received and the recommendation that the audited Consolidated Financial Statements for 2014 be approved.

Carried

6.9 Six Month Financial Report: June 30, 2015

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the report of the Commissioner of Finance and Treasurer dated 2015 08 10 concerning Six Month Financial Report to June 30, 2015 be received as information.

Carried

6.10 John Rhodes Community Centre – Lease Agreement for the Operation of the Restaurant

Councillor R. Niro declared a conflict on this item. (Employer is in discussions with the proponent for the operation of the restaurant)

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

The relevant By-law 2015-137 is listed under item 11 of the Minutes.

6.11 Mayor's Youth Advisory Council Fund Transfer

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

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that the report of the Supervisor of Community Services dated 2015 08 10 concerning Transfer of Funds to Mayor's Youth Advisory Account be received and that the transfer from the Grants – Youth Partnership account to the Mayor's Youth Advisory Council account be approved.

Carried

6.11.1 Terms of Reference

Terms of Reference for the Mayor's Youth Advisory Council were distributed.

6.12 Municipal Council Support Resolution Amendment

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

The relevant By-law 2015-144 is listed under item 11 of the Minutes.

6.13 Licence to Occupy City Property Agreement for the Back to School Carnival

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

The relevant By-law 2015-139 is listed under item 11 of the Minutes.

6.14 Licence to Occupy City Property Agreement for Q Café & Bakery

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

The relevant By-law 2015-138 is listed under item 11 of the Minutes.

6.15 Sault Ste. Marie Park Subdivision Lane Closing - Housekeeping

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

The relevant By-law 2015-143 is listed under item 11 of the Minutes.

6.17 Delegation of Signing Authority – Minor Easement Agreements

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

The relevant By-law 2015-146 is listed under item 11 of the Minutes.

6.18 Proposed Tree Preservation Policy

The report of the Planning Director was received by Council.

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the report of the Planning Director dated 2015 08 10 concerning Proposed Tree Preservation Policy be accepted and that City Council approve the recommended tree preservation policy relating to road reconstruction and new plans of subdivision.

Carried

6.19 Community Development Award 2015

The report of the Planner was received by Council.

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the report of the Planner dated 2015 08 10 concerning Community Development Award be received and that City Council award the 2015 Community Development Award to Savoy's Jewellers located at 290 Queen Street East.

Carried

6.20 Queen Street Streetscape Project – Contract 2015-9E

The report of the Planning Division was received by Council.

The relevant By-law 2015-148 is listed under item 11 of the Minutes.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Butland

Resolved that appropriate staff be requested to report to Council as to potential options regarding relocation of the granite Walk of Fame maple leaves.

Carried

6.21 Hub Trail Spokes and Priority Cycling Routes – Funding Opportunities

The report of the Planning Division was received by Council.

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that the report of the Planning Division dated 2015 08 10 concerning Hub Trail Spokes and Priority Cycling Routes funding opportunities be accepted as information and that staff report to Council on the status of the OMCIP application.

Carried

6.22 Healthy Kids Community Challenge Agreement

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

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that the report of the Commissioner of Social Services dated 2015 08 10 concerning Healthy Kids Community Challenge Agreement be received and the recommendation that Council enter into a 2015-2018 Contribution Agreement with the Ministry of Health (MoH) to secure funding to implement and administer the Healthy Kids Community Challenge initiative be approved.

Carried

6.23 Local Immigration Partnership Contribution Agreement Amendment

Councillor J. Krmpotich declared a conflict on this item. (Family member employed with the Local Immigration Partnership)

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

The relevant By-law 2015-145 is listed under item 11 of the Minutes.

6.24 Amendments to By-laws Appointing Special Constables

Councillor L. Turco declared a conflict on this item. (Spouse is employed by Police Service)

The reports of the Manager of Transit and Parking were received by Council.

The relevant By-laws 2015-140 and 2015-141 are listed under item 11 of the Minutes.

6.25 Temporary Lane Closing – Gore Street

A letter of request for a temporary lane closing in conjunction with a filming event was received by Council.

The relevant By-law 2015-150 is listed under item 11 of the Minutes.

6.16 POA – Second Inter-Municipal Agreement

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

The relevant By-law 2015-134 is listed under item 11 of the Minutes.

Postponed

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

7.5.1 Request for Maintenance of Portion of Old Goulais Bay Road

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the report of the Assistant City Solicitor dated 2015 08 10 concerning Request for Maintenance of Portion of Old Goulais Bay Road be received and the City Public Works Department be directed to install “No Parking” and “No Dumping” signage at the end of Old Goulais Bay Road, that the City Legal Department be directed to bring forward to the next City Council meeting a By-law to effect the necessary amendments to City Traffic By-law 77-200 and Schedule “A” thereto to facilitate the parking prohibition, and further that the Legal Department be directed to write to the residents signatory to the Petition to provide particulars regarding to whom the complaints as set out in the Petition should be addressed going forward.

Carried

7.6 PLANNING

7.6.1 A-14-15-Z – 849 Second Line East

The report of the Planning Division was received by Council.

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the report of the Planning Division dated 2015 08 10 concerning A-14-15-Z – 849 Second Line East be received and that Council rezone the subject property, removing the Holding Provision from 849 Second Line East, subject to the following:

1. That both 829 and 849 Second Line East share one common access and egress point only; and
2. That prior to entering into a Site Plan Agreement, an easement agreement be registered on title, to facilitate the common Second Line East access/egress point.

Carried

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

7.8.1 PUC Q1 Shareholder Quarterly Report

7.8.2 Spending Review Committee Report

The report of Mayor Provenzano on behalf of the Spending Review Committee was received by Council.

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the report of the Mayor on behalf of the Spending Review Committee dated 2015 08 10 be received and the recommendations contained therein be approved.

Carried

7.8.3 Conferences and Major Special Events Committee Report

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the report of the Chair, Conferences and Major Special Events Committee dated 2015 08 10 concerning Conferences and Major Special Events – 2015 be received and that Council authorize municipal financial support in the amount of \$10,000 for the 2015 Ontario Regional Synchronized Skating Championships to be funded from the 2015 Conferences and Major Special Events fund.

Carried

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

8.1 Smart Metering

Moved by: Councillor P. Christian

Seconded by: Councillor S. Butland

Whereas the city of Sault Ste. Marie has identified itself as the "Alternative Energy Capital of North America" and;

Whereas the City continues to embrace energy initiatives and new technologies; and

Whereas Council is seeking continued efficiencies within City operations and is asking city staff to review operations to determine where cost savings can be realized to minimize the tax burden on local taxpayers; and

Whereas energy usage and its inherent costs make up a substantial portion of the City's operating budget; and

Whereas the City has embarked on a multi-year asset management plan which, among other things, will evaluate City facilities and their continued efficient operations in the years to come; and

Whereas there are new energy technologies that monitor real-time energy usage at the circuit level which help institutions, companies, and manufacturing facilities manage energy consumption and costs; and

Whereas this technology may be useful in managing energy consumption and will likely reduce energy costs within City operations.

Now Therefore Be It Resolved that Council ask the Municipal Environmental Initiatives Committee to initiate a pilot (test) project that will utilize this new technology in one of our City facilities for a period not to exceed six months; and further that the Municipal Environmental Initiatives Committee report on the results of the test project once completed. The report should include, but not be limited to, information relating to cost savings realized and the feasibility, costs, and potential savings of a full scale roll-out.

Carried

8.2 Crime Stoppers of Sault Ste. Marie and Algoma District

Councillor L. Turco declared a conflict on this item. (Spouse is employed by Police Service)

Moved by: Councillor R. Niro

Seconded by: Councillor M. Bruni

Whereas Crime Stoppers of Sault Ste. Marie and Algoma District is a non-profit charitable community service program; and

Whereas Crime Stoppers helps solve and prevent crime in our community by providing a way for the public to anonymously report of criminal activity; and

Whereas Crime Stoppers is a partnership of the public, police and media; and

Whereas the Crime Stoppers program has been a long-standing and successful program benefitting not only the Sault Ste. Marie Police Service but also the other policing agencies within our community and district; and

Whereas without a contribution from the City of Sault Ste. Marie, the continued operation of Crime Stoppers could be put at risk;

Now Therefore Be It Resolved that the City of Sault Ste. Marie contribute to Crime Stoppers, the amount of \$27,894.97 which is based on a per capita share among the communities in the Algoma District; and

Further Be It Resolved that the Council of the City of Sault Ste. Marie thanks Crime Stoppers for its work in assisting to solve crime, and contributing to the betterment of the quality of life in Sault Ste. Marie.

Carried

8.3 Public Art Policy

Moved by: Councillor S. Butland

Seconded by: Councillor S. Myers

Whereas Sault Ste. Marie does not presently have a Public Art Policy as do many cities across Canada; ranging in size from Sioux Lookout (pop.5,000) to Toronto (metro. pop.6,000,000)and including such cities as Moncton, Kitchener, Guelph, Windsor, Thunder Bay, Red Deer, St. Catharines, Peterborough etc; and

Whereas Sault Ste. Marie posseses a vibrant, engaged and talented arts and culture community and therefore should pursue such a policy to appropriately acknowledge these individuals by showcasing their works in/at various public venues,

Now Therefore Be It Resolved that Council endorse an interim exploratory committee comprised of 2 councillors (Butland, Romano), the Executive Director and Chair of the Art Gallery of Algoma, the Chair of the Cultural Advisory Board and resource staff from Planning, Clerk's, Legal, Recreation and Culture to recommend to Council next steps in adopting a Public Art Policy.

Carried

8.4 Municipal Flag

Moved by: Councillor M. Shoemaker

Seconded by: Councillor T. Sheehan

Whereas Sault Ste. Marie's Municipal Flag is a depiction of our current municipal Coat of Arms on a blue background; and

Whereas the a new municipal Coat of Arms is in the final stages of approval from the Office of the Governor General of Canada; and

Whereas the new municipal Coat of Arms will necessitate a change in the Municipal Flag; and

Whereas a flag can serve as a symbol of unity and pride; and

Whereas the Sault Ste. Marie flag is the face of our city at home and abroad; and

Whereas it is in the municipality's interest to encourage the displaying of the Sault Ste. Marie Municipal Flag;

Now Therefore Be It Resolved that a committee of Council (Councillors Huppenen, Myers, Shoemaker) be struck to review the Sault Ste. Marie Municipal Flag and make a recommendation to Council on a new Sault Ste. Marie Municipal Flag; and further that Council shall have the discretion to maintain the current flag design.

Carried

8.5 Budget Timelines

Moved by: Councillor S. Myers

Seconded by: Councillor M. Shoemaker

Whereas it is the goal of City Council to deliberate and approve the City budget as early as possible; and

Whereas the Commissioner of Finance has indicated there are some options to achieve this goal,

Now Therefore Be It Resolved that the Commissioner of Finance report to Council on this matter in September.

Carried

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 S. Myers

Seconded by: Councillor F. Fata

Resolved that all By-laws under item 11 of the Agenda under date 2015 08 10 be approved save and except Agenda item 11.1.1 (By-law 2015-134).

Carried

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

11.1.2 By-law 2015-135 (Zoning) 342/346 John Street

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2015-135 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 342/346 John Street (1890798 Ontario Inc.) be passed in open Council this 10th day of August, 2015.

Carried

11.1.3 By-law 2015-136 (Development Control) 342/346 John Street

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2015-136 being a by-law to designate the lands located at 342/346 John Street an area of site plan control (1890798 Ontario Inc.) be passed in open Council this 10th day of August, 2015.

Carried

11.1.4 By-law 2015-137 (Agreement) 2463279 Ontario Ltd. cob Centro Sports Bar & Restaurant

Councillor R. Niro declared a conflict on this item. (Employer is in discussions with 2463279 Ontario Ltd. regarding a service agreement)

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2015-137 being a by-law to authorize the execution of an agreement between the City and 2463279 Ontario Ltd. carrying on business as Centro Sports Bar & Restaurant to permit 2463279 Ontario Ltd. to lease part of the property of the City at 260 Elizabeth Street, being a portion of the John Rhodes Community Centre be passed in open Council this 10th day of August, 2015.

Carried

11.1.5 By-law 2015-138 (Agreement) Q Cafe & Bakery

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2015-138 being a by-law to authorize the execution of an agreement between the City and Q Cafe Bakery to permit Q Cafe & Bakery to occupy a portion of City property along the March Street boulevard adjacent to their operating location at 472 Queen Street East for use as an outdoor patio be passed in open Council this 10th day of August, 2015.

Carried

11.1.6 By-law 2015-139 (Agreement) Downtown Association and Pentecostal Assemblies of Canada in Trust for The Summit

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2015-139 being a by-law to authorize the execution of a Licence to Occupy City Property Agreement between the City, Downtown Association and the Pentecostal Assemblies of Canada in trust for The Summit (the "Licencees") to permit the Licencees to occupy a portion of Queen Street East from Elgin Street to Bruce Street for the Back to School Carnival on August 29, 2015 be passed in open Council this 10th day of August, 2015.

Carried

11.1.7 By-law 2015-140 (Parking) Appointment Municipal Law Enforcement Officers

Councillor L. Turco declared a conflict on this item. (Spouse is employed by Police Service)

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2015-140 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 10th day of August.

Carried

11.1.8 By-law 2015-141 (Parking) Appointment By-law Enforcement Officers

Councillor L. Turco declared a conflict on this item. (Spouse is employed by Police Service)

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2015-141 being a by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie be passed in open Council this 10th day of August, 2015.

Carried

11.1.9 By-law 2015-142 (Temporary Street Closing) Montcalm Road

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2015-142 being a by-law to permit the temporary closing of Montcalm Road from Sackville Road to Superior Drive to facilitate a Street Party (neighbours) be passed in open Council this 10th day of August, 2015.

Carried

11.1.11By-law 2015-144 (Resolutions) Amend By-law 2015-124

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2015-144 being a by-law to amend By-law 2015-124 (a by-law authorizing the execution of Municipal Council Support Resolutions) be passed in open Council this 10th day of August, 2015.

Carried

11.1.12By-law 2015-145 (Agreement) Amendment to 2014-16 Local Immigration Partnership Contribution Agreement

Councillor J. Krmpotich declared a conflict on this item. (Family member employed with the Local Immigration Partnership)

August 10, 2015 Council Minutes

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2015-145 being a by-law to authorize the execution of an Amendment to the 2014-16 Local Immigration Partnership Contribution Agreement, being Agreement Number S153295049, between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of Citizenship and Immigration, for the continuation of Sault Ste. Marie's Local Immigration Partnership region development for the time period of April 1, 2014 to March 31, 2016 be passed in open Council this 10th day of August, 2015.

Carried

11.1.13By-law 2015-146 (Procedure) Delegation to City Solicitor

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2015-146 being a by-law to delegate to the City Solicitor, or his/her designate, the authority to enter into minor easement agreements on behalf of the City of Sault Ste. Marie be passed in open Council this 10th day of August, 2015.

Carried

11.1.14By-law 2015-147 (Administration) Membership Fees, Registration Fees and Travel Expenses

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2015-147 being a by-law to authorize payment of membership fees, registration fees and travel expenses incurred by members of the Council and employees of the Corporation while travelling on the business of the Corporation be passed in open Council this 10th day of August, 2015.

Carried

11.1.15By-law 2015-148 (Agreement) M. Ricks Excavation Inc. Queen Street Streetscape Project

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2015-148 being a by-law to authorize execution of a contract between the City and M. Ricks Excavation Inc, for the Queen Street Streetscape project be passed in open Council this 10th day of August, 2015. (Contract 2015-9E)

Carried

11.1.16 By-law 2015-149 (Agreement) Province Healthy Kids Project

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2015-149 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 Health and Long-Term Care for funding for Ontario's Healthy Kids Community Challenge Project be passed in open Council this 10th day of August, 2015.

Carried

11.1.17 By-law 2015-150 (Temporary Laneway Closing) Behind 13 Queen St East

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2015-150 being a by-law to permit the temporary closing of the laneway behind 13 Queen Street East to where it intersects with Gore Street to facilitate the filming of a movie taking place at Ernie's Coffee Shop on August 24 and 25, 2015 be passed in open Council this 10th day of August, 2015.

Carried

11.1.1 By-law 2015-134 (Agreement) POA Inter-municipal Agreement

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2015-134 being a by-law to authorize execution of an inter-municipal agreement between the City and the Municipal Partners for the provision of Provincial Offences administration, revenue sharing and prosecutorial services be passed in open Council this 10th day of August, 2015.

Postponed

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

11.1.10 By-law 2015-143 (Lane Closing) Sault Ste. Marie Park Subdivision

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2015-143 being a by-law to stop up, close, and authorize the sale of a lane in the Sault Ste. Marie Park Subdivision and to repeal By-law 87-193 be passed in open Council this 10th day of August, 2015.

Carried

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

13. CLOSED SESSION

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that this Council proceed into closed session to discuss one matter involving the potential acquisition or disposition of property; further be it resolved that should the said closed session be adjourned, Council may reconvene in closed session to continue to discuss the same matter without the need for a further authorizing resolution (*Possible Acquisition or Disposition of Land – section 239 (2)(c)*).

Carried

13.1 Additional Closed Session Motion

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that this Council proceed into closed session to discuss labour relations; further be it resolved that should the said closed session be adjourned, Council may reconvene in closed session to continue to discuss the same matter without the need for a further authorizing resolution. (*Labour Relations or Employee Negotiations – section 239 (2) (d)*).

Carried

14. ADJOURNMENT

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that this Council now adjourn.

Carried

Mayor

Deputy City Clerk



SPECIAL MEETING OF CITY COUNCIL MINUTES

Monday, August 24, 2015

4:00 p.m.

Council Chambers

Civic Centre

Present:

Mayor C. Provenzano, Councillor S. Butland, Councillor P. Christian, Councillor S. Myers, Councillor T. Sheehan, Councillor J. Hupponen, Councillor M. Shoemaker, Councillor L. Turco, Councillor R. Niro, Councillor M. Bruni, Councillor F. Fata, Councillor J. Krmpotich, Councillor R. Romano

Officials:

N. Kenny, S. Schell, P. Niro, L. Girardi, M. Nadeau, M. Figliola, D. Elliott , R. Tyczinski, M. White

1. APPROVE AGENDA AS PRESENTED

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

That the Agenda for the August 24, 2015 Special City Council Meeting as presented be approved.

Carried

2. CLOSED SESSION

Moved by: Councillor M. Shoemaker

Seconded by: Councillor J. Hupponen

Resolved that this Council proceed into closed session to discuss the recommendation of the CAO Selection Committee; further be it resolved that should the said closed session be adjourned, Council may reconvene in closed session to continue to discuss the same matter

Minutes of August 24, 2015 Special Meeting

without the need for a further authorizing resolution. (*Personal matters about an identifiable individual section 239(2)(b)*).

Carried

3. OPEN SESSION

Council re-convened in open session.

Council received the report of Mayor Provenzano, Chair of the CAO Selection Committee.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Myers

Resolved that Council approve and endorse the recommendation of the CAO Selection Committee that Albert Horsman be appointed the Chief Administrative Officer of the City of Sault Ste. Marie and that the City Solicitor be directed to draft the necessary by-law giving effect to his appointment for ratification by Council at its meeting of September 14, 2015.

Recorded	For	Against
Mayor C. Provenzano	X	
Councillor S. Butland	X	
Councillor P. Christian	X	
Councillor S. Myers	X	
Councillor T. Sheehan	X	
Councillor J. Hupponen	X	
Councillor M. Shoemaker	X	
Councillor L. Turco	X	
Councillor R. Niro		
Councillor M. Bruni	X	
Councillor F. Fata	X	
Councillor J. Krmpotich	X	
Councillor R. Romano	X	
Results	12	0
Carried		

For Mayor C. Provenzano, Councillor S. Butland, Councillor P. Christian, Councillor S. Myers, Councillor T. Sheehan, Councillor J. Hupponen, Councillor M. Shoemaker, Councillor L. Turco, Councillor M. Bruni, Councillor F. Fata, Councillor J. Krmpotich and Councillor R. Romano

Absent Councillor R. Niro

Carried

Minutes of August 24, 2015 Special Meeting

4. ADJOURNMENT

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

That this Council shall now adjourn.

Carried

Mayor

City Clerk



**ALGOMA WORKFORCE
INVESTMENT CORPORATION**

**SAULT STE. MARIE'S EMPLOYMENT RATES
CITY COUNCIL PRESENTATION
SEPTEMBER 14TH, 2015**

**JONATHAN COULMAN
EXECUTIVE DIRECTOR**

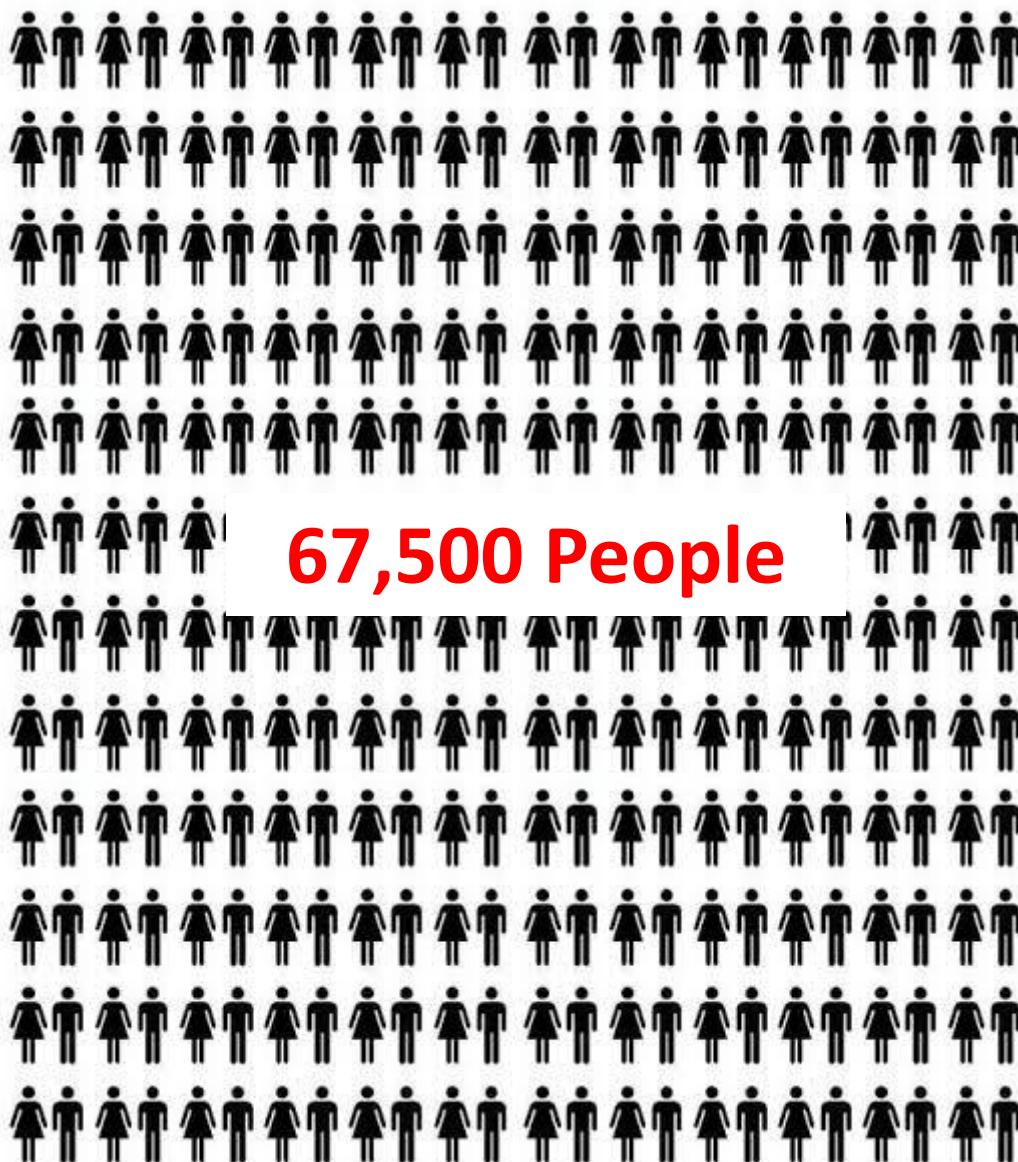
About the Labour Force Survey

Please note that, while the labour force estimates are produced for Census Agglomerations such as Sault Ste. Marie, the LFS sample is not allocated specifically at this level of geography. Regular sample rotation within the larger Economic Regions (ERs) that contain these communities may cause the sample size within CA boundaries to vary over time. As a result, data level movements may be due to real change, or they may be due to data variability from changes in sample size. Users are encouraged to use the **employment rate and participation rate as their main variables of analysis**. These estimates are the most reliable, while other estimates should be interpreted with caution.

About the Labour Force Survey



**Random Sample
205 Households**



About the Labour Force Survey

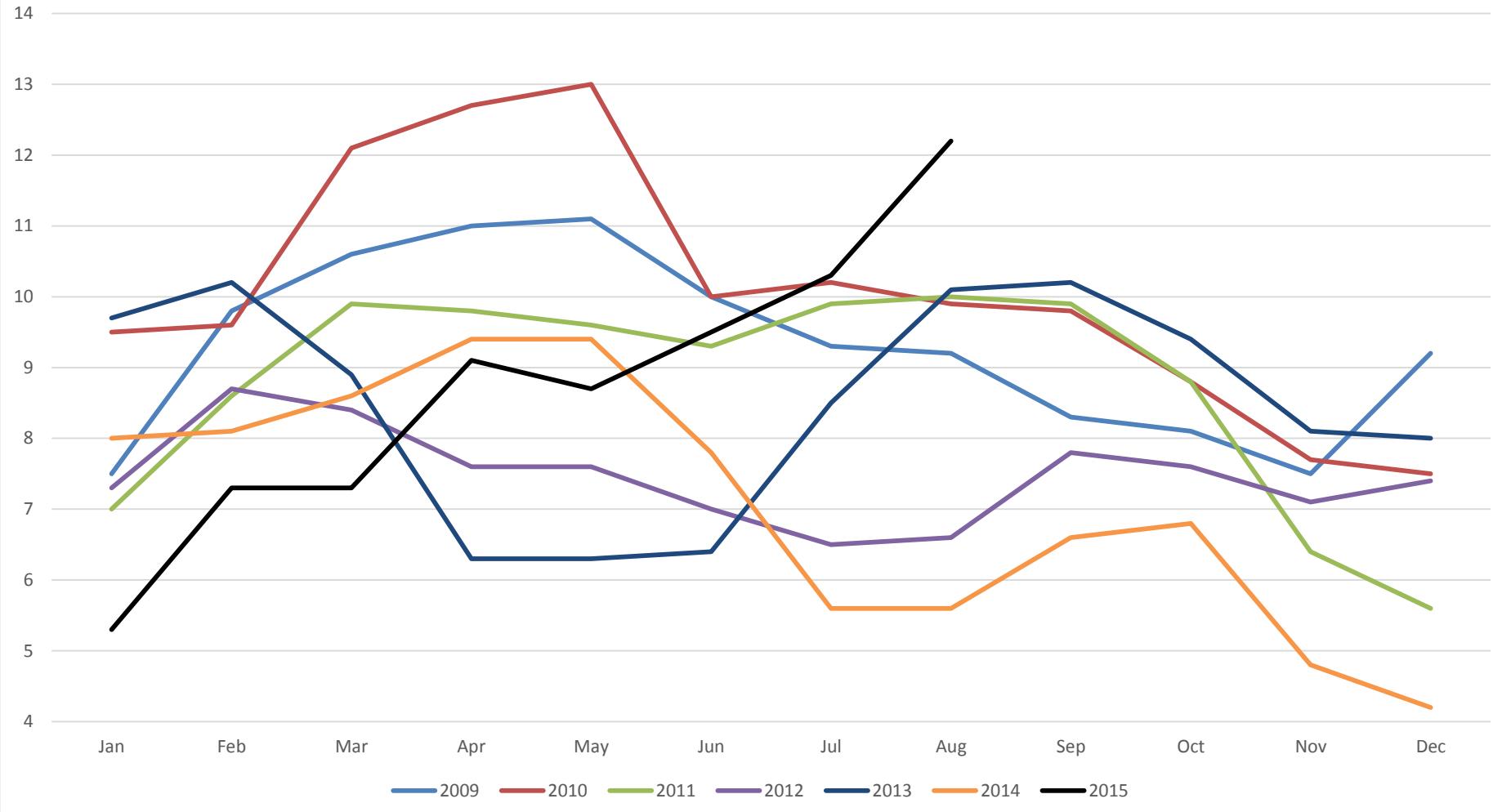
The **employment rate** is the number of employed persons as a percentage of the population 15 years of age and over.

The **unemployment rate** is the number unemployed as a percentage of the labour force (employed and unemployed).

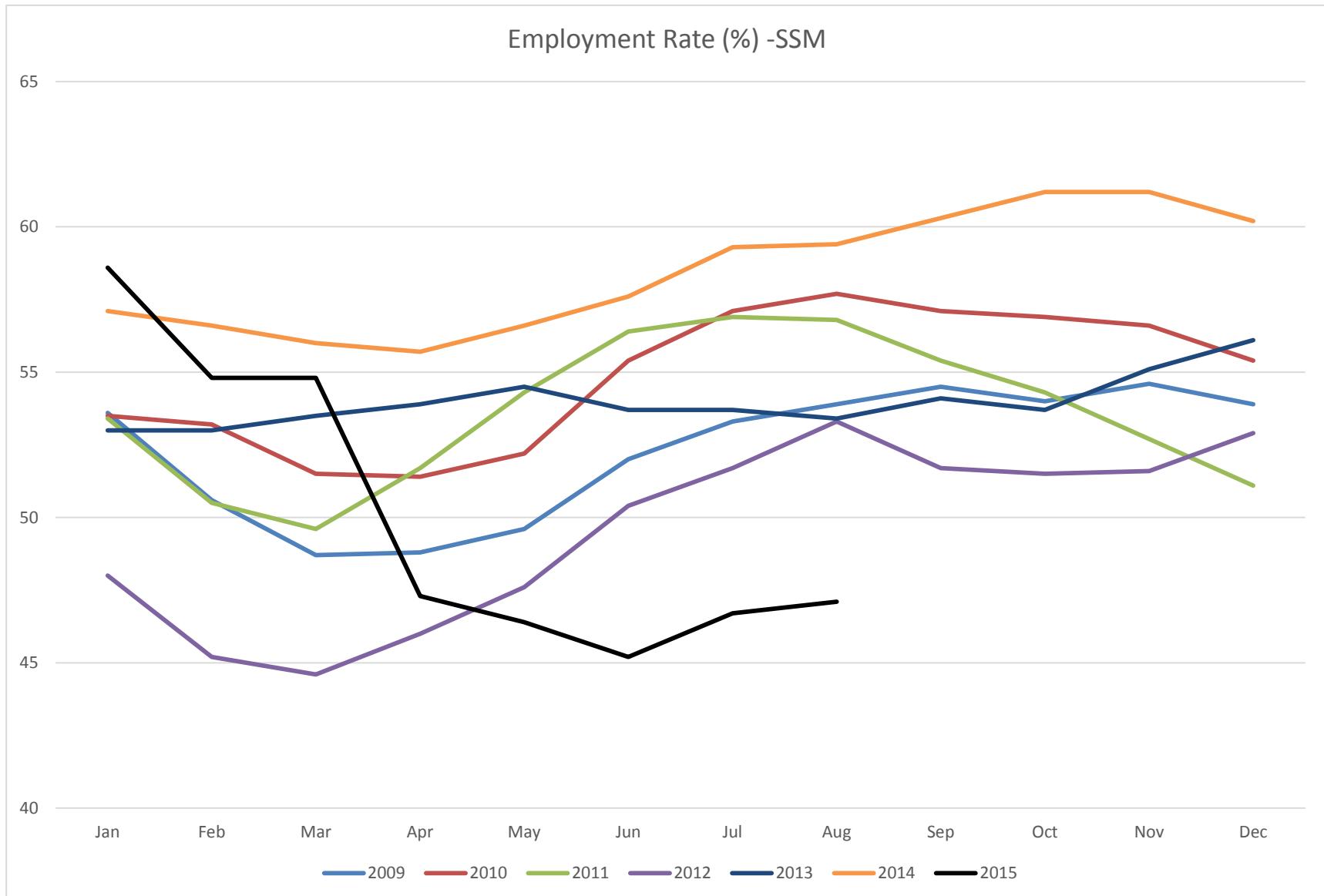
The **participation rate** is the number of employed and unemployed as a percentage of the population.

Unemployment Rate

Unemployment Rate (%) - SSM

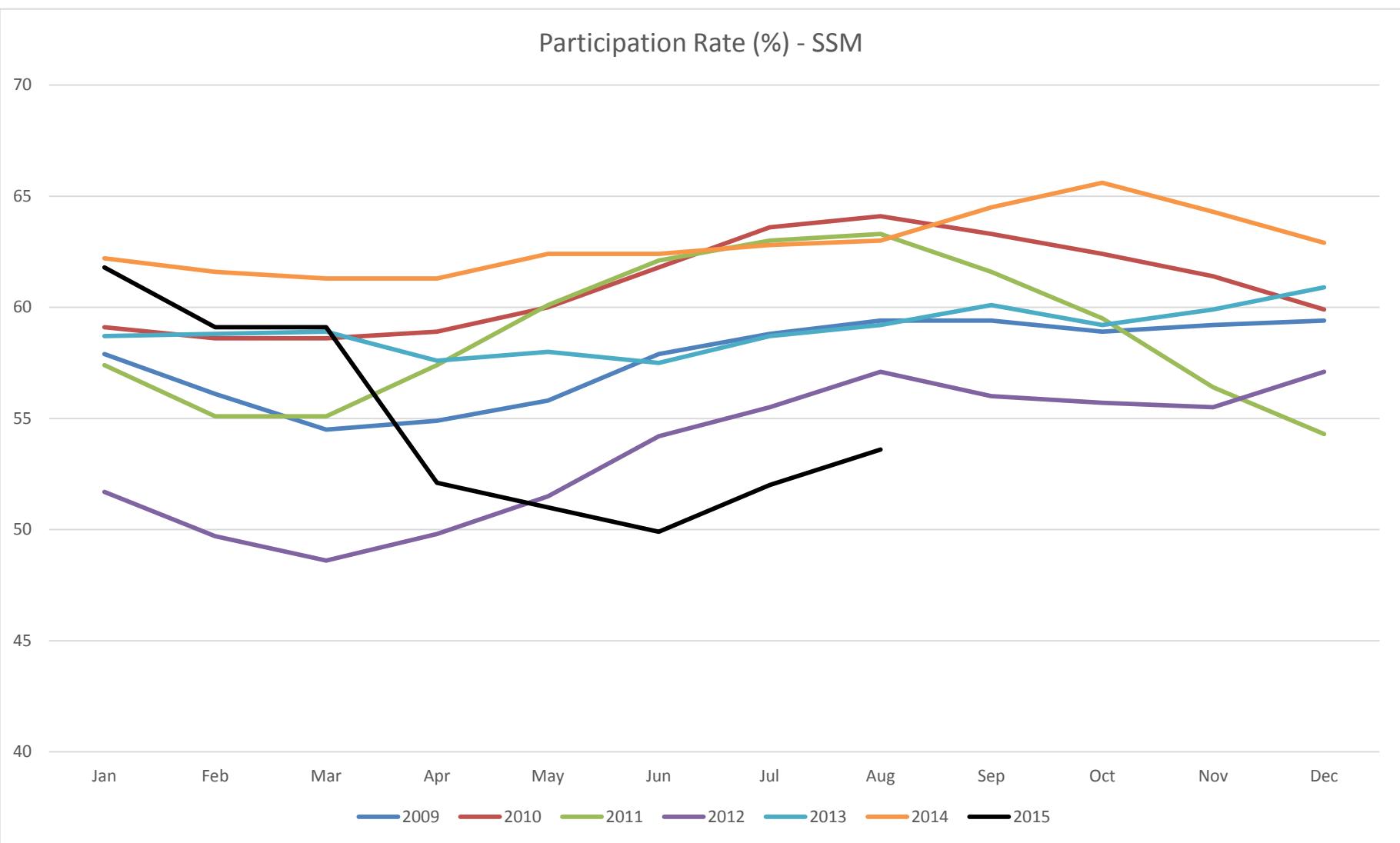


Employment Rate



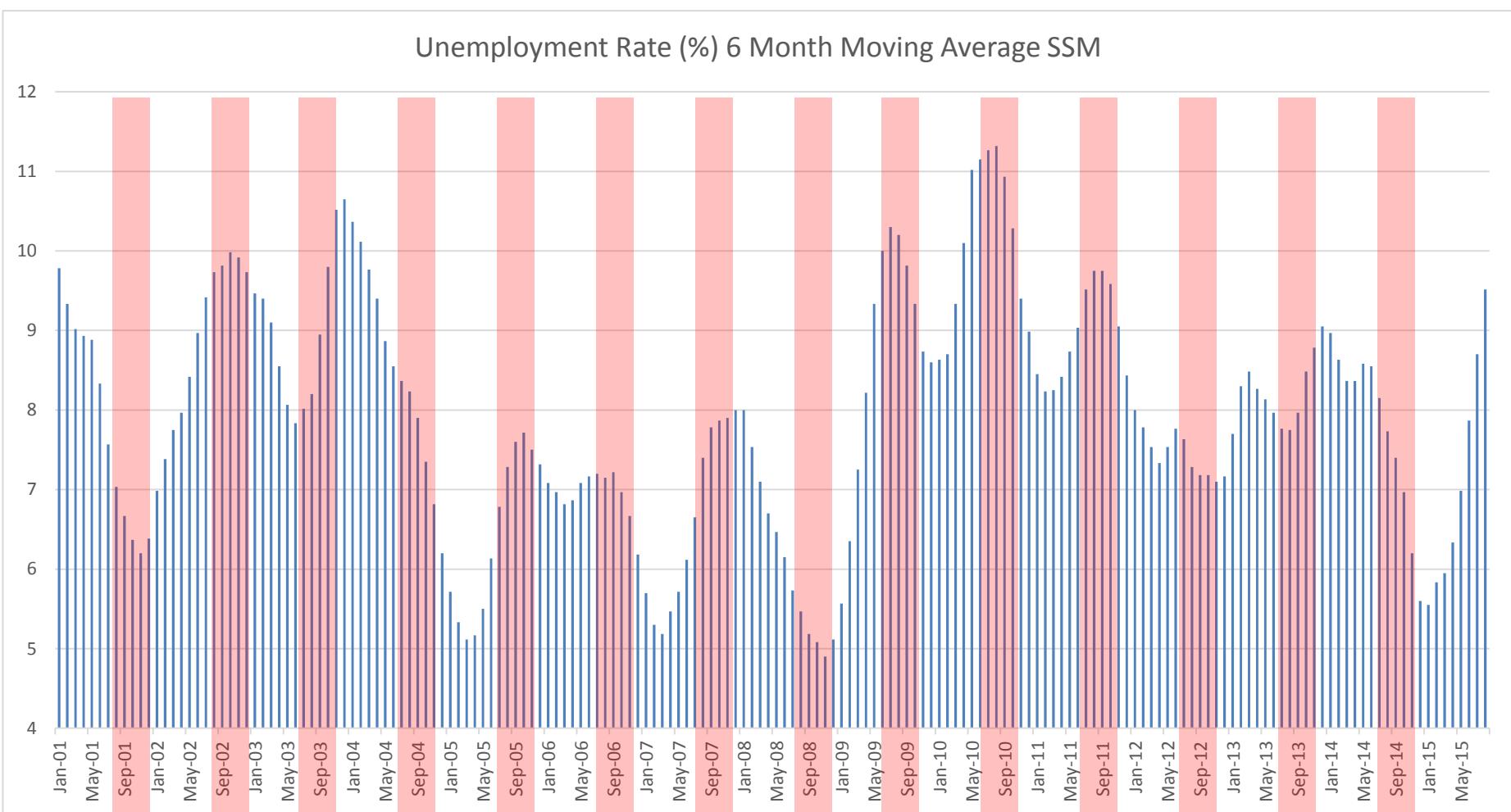
Participation Rate

Participation Rate (%) - SSM



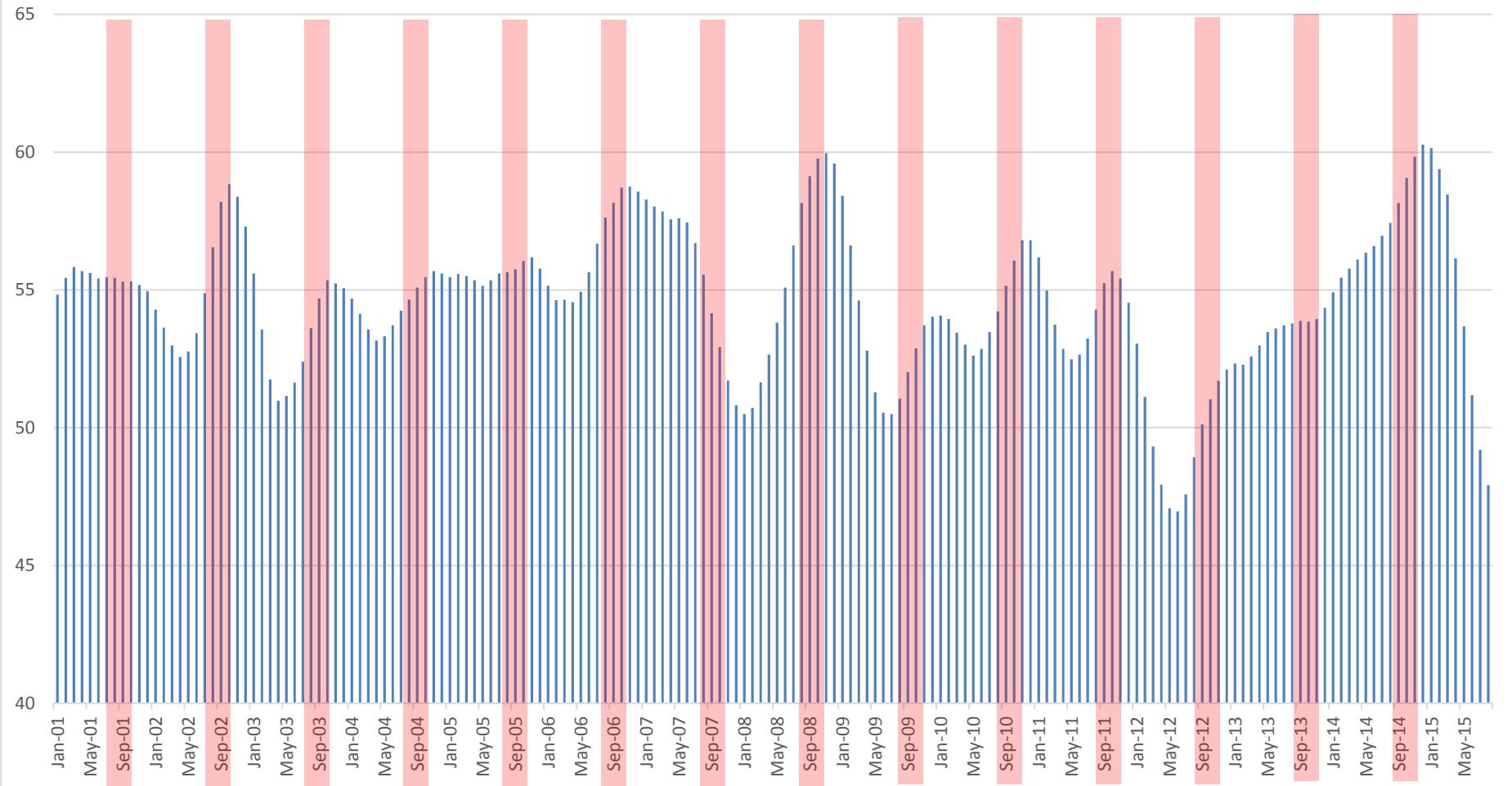
Unemployment Rate – 6 Month Moving Average

Unemployment Rate (%) 6 Month Moving Average SSM



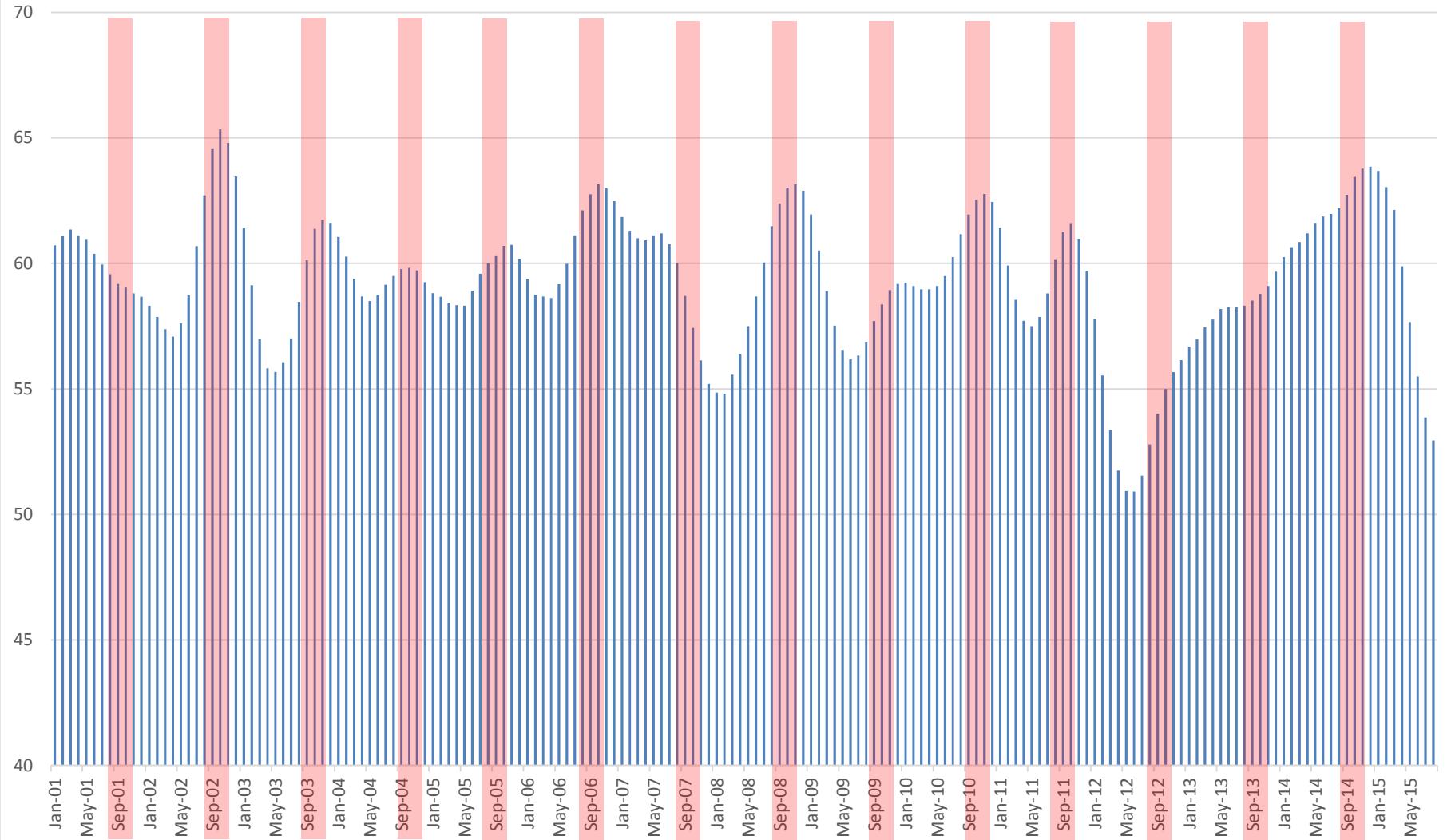
Employment Rate – 6 Month Moving Average

Employment Rate (%) 6 Month Moving Average SSM

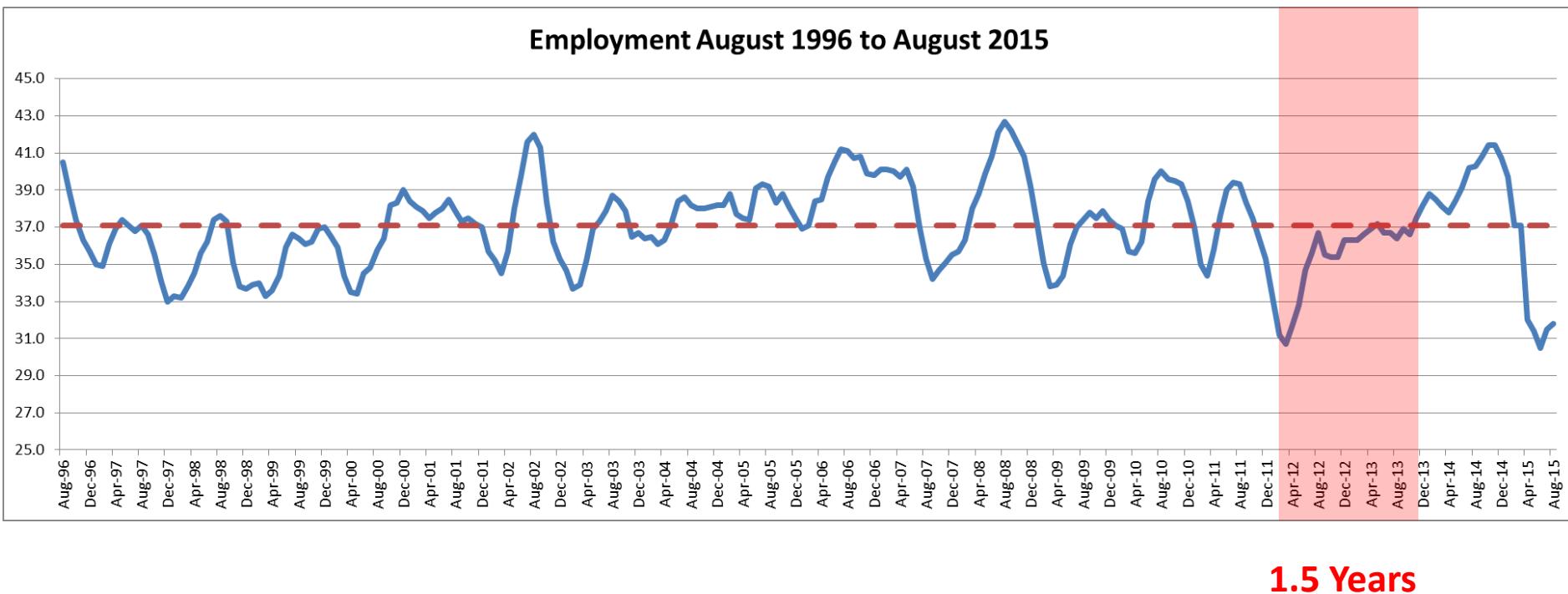


Participation Rate – 6 Month Moving Average

Participation Rate (%) 6 Month Moving Average SSM



Employment August 1996 to August 2015



- Sault Ste. Marie is in a cycle of high Unemployment and low Employment.
- Based on trends, the fall typically shows an improvement in Employment Rates.
- However, it will take some time to recover to an average level of Employment

employerone

SURVEY



AWiC ALGOMA WORKFORCE
INVESTMENT CORPORATION



AWiC ALGOMA WORKFORCE
INVESTMENT CORPORATION

INDUSTRY PROFILE

MANUFACTURING NAICS 31-33

MANUFACTURING

OF EMPLOYEES (2012) **1,521,817**

OF EMPLOYERS IN ONT. **21,129**

TOTAL WAGES PAID (2012) **\$78.2 BILLION**

AVERAGE SALARY: **\$51,367**

Source: Industry Canada, Statistics Canada

MANUFACTURING IS A CORNERSTONE OF OUR MODERN ECONOMY.
Accounting for approximately \$168 billion of our GDP, manufacturing represents more, representing more than 10% of the Canadian economy.

SHRINKING EMPLOYMENT
Shrinking employment in manufacturing is a common trend in almost all OECD countries. From 1998 to 2008, the United States lost close to one-quarter of its manufacturing jobs. Elsewhere in North America, from 1990 to 2003, manufacturing employment fell by 29% in the United Kingdom, 24% in Japan, 20% in Belgium and Sweden and 14% in France.

Canada's manufacturing industry lost 278,000 jobs (1 in 6) from 2000 to 2007, which reduced the sector's share of total employment from 14% to 11%. Manufacturing employment has continued to decline since 2008-09 recession when manufacturers faced weaker demand and due to industrial capacity, resulting in the loss of 188,000 jobs.

Regions where employment is highly concentrated in the manufacturing sector, notably in Quebec and Ontario, experienced the greatest manufacturing job losses between 2000 and 2008. Manufacturing workers aged 20 to 29 in these regions were the most affected by the employment decline in this sector, as they were up to twice as likely to experience a loss of income as those holding a comparable job in a region with a low concentration of manufacturing.

In addition, job losses in the manufacturing sector of high manufacturing concentration in 2007, leaving workers at greater risk of unemployment and more likely to be receiving Employment Insurance (EI) benefits. Manufacturing workers in these regions were 39% more likely to receive EI benefits than their counterparts in regions with a low concentration of manufacturing.

JOB STABILITY GAP WIDENS
Recent job losses in manufacturing were accompanied by a drop in job stability and longer unemployment spells—findings seen in previous recessions. This time, however, the gap between manufacturing and non-manufacturing job stability grew and has never been so wide. Voluntary quits in manufacturing were 15% higher than in non-manufacturing in 2008, with a 57% retention rate for non-manufacturing workers compared with a 62% retention rate for manufacturing workers.

Manufacturing workers' job stability has declined regardless of their tenure in the job, although workers with medium tenure (10 to 19 years in the job) have been most affected. Besides suffering large wage losses when laid off, these workers' attachment is often tenuous; they are too young to retire, have few marketable skills that can't be transferred to other industries and are likely to have dependent children.

In 2008, unemployment periods in manufacturing were 15% longer, on average, than in non-manufacturing; this is the largest difference in duration of unemployment for ex-workers in manufacturing versus non-manufacturing that has ever been.

For more information, visit www.awic.ca

AWiC ALGOMA WORKFORCE
INVESTMENT CORPORATION

AWiC ALGOMA WORKFORCE
INVESTMENT CORPORATION

OCCUPATIONAL PROFILE

ACCOUNTING CLERK

ACCOUNTING CLERK

EMPLOYMENT PROSPECT
CURRENT (2013-2017): AVERAGE
PREVIOUS (2009-2013): AVERAGE

AVERAGE SALARY: **\$44,624**

GENDER STATISTICS
17% ARE MALE
83% ARE FEMALE

UNEMPLOYMENT RATE **5.8%**

Source: Statistics Canada, Service Canada, Monster.ca, CGA Ontario.

WHAT ARE THE TYPICAL JOB DUTIES?

- Maintains accounting records by making copies, filing documents.
- Reconciles bank statements by comparing statements with general ledger.
- Maintains accounting databases by entering data into the computer; preparing backups.
- Verifies financial reports by running performance analysis software program.
- Determines value of depreciable assets by running depreciation software program.
- Protects organization's value by keeping information confidential.
- Updates job knowledge by participating in educational opportunities.
- Accomplishes accounting and organization mission by completing related results as needed.

WHAT ARE THE EMPLOYMENT REQUIREMENTS FOR THIS OCCUPATION?

- Completion of secondary school is usually required.
- Completion of college or other courses certified by the Certified General Accountants Association of Canada, Canadian Securities Institute or Canadian Bookkeepers Association may be required.
- Some Accounting Clerks must be bondable.

WHAT SKILLS AND QUALIFICATIONS ARE ESSENTIAL?
Organization, Financial Software, Reporting Skills, Attention to Detail, PC Proficiency, Typing, Productivity, Dependability.

34a and 24
1 within the
and as for
and a variety of
in?

All Occupations	16 %
10	11 %
3	10 %
44	10 %
10	8 %
5	45 %
4	
2	
2	

TOP INDUSTRIES

According to census data, in 2006 accounting clerks worked in all industries, with a concentration in:

TRADE **22%**

MANUFACTURING **13%**

PROFESSIONAL, SCIENTIFIC & TECHNICAL SERVICES **13%**

PUBLIC ADMINISTRATION **8%**

AWiC ALGOMA WORKFORCE
INVESTMENT CORPORATION



AWIC.CA

STEVE BUTLAND

Present Economic Situation

Sault Ste. Marie has adopted an Asset Management Program in which we shall expend millions over the next decade to ensure the stability of our infrastructure; primarily investment in our civic facilities. It does beg the question as to whether we should invest similarly in Asset Management of our most valuable resource: our people, their well-being with specific attention to the relative health of our economy and the labour market situation from a present and future perspective.

Our economy and criteria that determine its health appeared to be very positive in 2014: low unemployment rate, real estate sales up, low vacancy rate, apparent health of our two post-secondary institutions, job opportunities present in information technology, call centres, trades and apparent labour shortage to fill positions in a varied field of employment.

The situation in 2015 seems to have indicated continued progress; Conference Board of Canada predicts growth, call centres require 100's of employees, recent Essar Steel announcement, tourism sector positive despite the passenger train situation, anecdotal comments from individuals and businesses that things are going well and the rather subjective observation that the City is bustling with activity.

Consultations

The following is a list of individuals, organizations, government agencies with who I have spoken and from whom I have gleaned some “discussion” points for your consideration. They are listed in no particular order:

- E.D.C. (Tom D., John F., Dan H.)
- Essar Steel (Brenda Stenta)
- Jonathan Coulman
- Agero
- Sutherland
- Glen Martin
- Several restaurateurs
- Rick Thomas – Construction Trades
- Several car dealerships
- Employment Solutions (Linda Ryan)
- Sault Community Career Centre (Carol Rains)
- Dan Krmpotich
- Sault College (Colin Kirkwood)
- Dennis Turcotte
- Innovation Centre (Tom Vair)

- Don McConnell
- Martti Lemieux
- Federal Government (Employment & Immigration)
- DSSAB (Mike Nadeau)
- Tourism SSM (Ian MacMillan)
- Jim Hopper (expert in Skills Asset Mapping)

Others that should be included in any further outreach would necessarily be Chiefs of Garden & Rankin, MP Hayes, MPP Orazietti, Chamber of Commerce, Algoma University, Labour Council.

It is likely advisable to discontinue the consultation process until such time as the Mayor and Council discuss the issue as presented and endorse the process, amend it or set it aside.

Observations, Opinions, Analysis, Prognosis as proffered by those to whom I have spoken; they could certainly serve as discussion points should we choose to address the identified issues. They are listed in no particular order nor significance.

1. Our population is stable but any growth; albeit small is attributed to immigration and do we need a more comprehensive immigration strategy?
2. There is a serious lack of succession planning in our community.
3. There seems to be a mismatch between skill set and job opportunities.
4. Lack of daycare and transportation are obstacles to taking on employment.
5. Those on social assistance are penalized for earning a certain level of remuneration while gainfully employed – a negative incentive.
6. Are students pursuing career choices that provide the most future employment opportunities?
7. Seeming lingering lack of attraction to pursuing the “trades” despite more opportunities and higher compensation. A stigma?
8. Local firms need to take on a more global outlook.
9. Employers often hire experienced workers only.
10. Wages are too low for the type of labour required.

11. No money available for training youth who constitute highest levels of unemployment.
12. Lack of entrepreneurial spirit.
13. Lack of reliable, accurate data in order to respond appropriately.
14. Lack of work ethic in segment of population.
15. Construction Association does not invest in training. Those trained often left for a more lucrative position.
16. Country is in recession according to the Banks. Can Sault Ste. Marie address its issues in isolation?
17. Serious urban First-Nation unemployment levels. Need to focus on available programs.
18. Feeder school (Secondary Schools) graduates decreasing which will seriously impact enrolment levels at post-secondary institutions. Will need to assist in attracting more out of city and out-of-country students.
19. Ageing demographics – Median Age in Sault Ste. Marie is 47. In Ontario – 40
20. Education system/Industry out of sync.
21. Identify positive strategies already in place to address certain of the above issues – need to adopt a more corroborative approach.

Summary Thoughts

A common word used by many to describe our present economic status is fragile. Despite the apparent relative health of our economy, statistics indicate that the positive environment may be illusory and more available concrete data seems to portray a more negative trend as to our immediate future economically.

With the assistance of Chris Bean, GIS Co-ordinator for the City, and guidance from Don McConnell we have initiated communications with Statistics Canada and they have been most co-operative and helpful in our ongoing requests for relevant data. Snapshots of our status are provided on a monthly basis. Conclusions are often reached despite the number of random individuals surveyed is only 175. We are requesting as to whether a more comprehensive survey could be conducted and at what cost; which would likely provide a more reliable and accurate evaluation of our economic circumstance. This rather limited scope of the monthly survey can lead and often does lead to spikes up and down in the measured components of the survey.

Statistics Canada has attempted to address our concerns with a 6 month and 12 month moving average data table as opposed to individual monthly "snapshots".

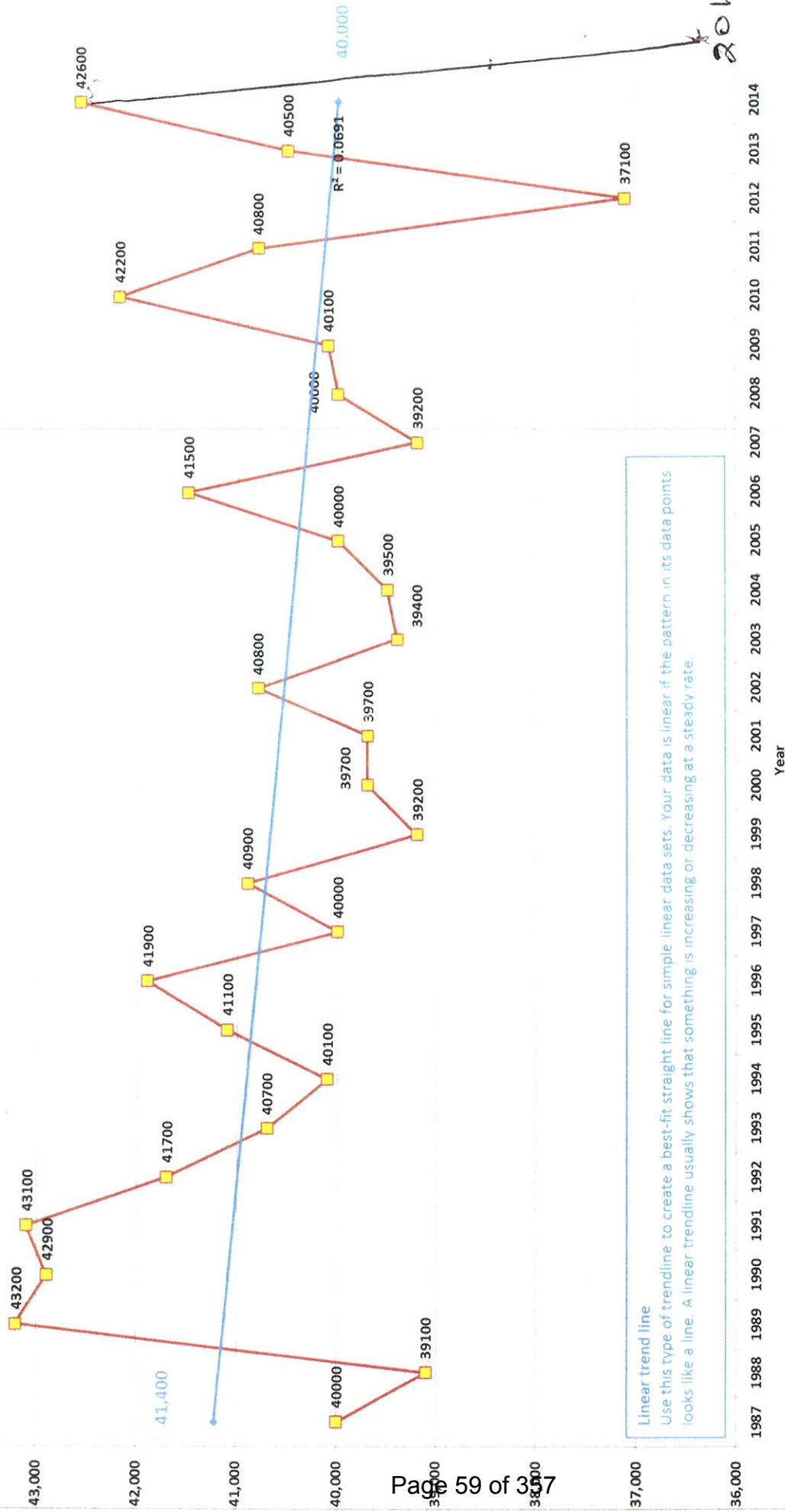
The measured categories: Labour Force, Employed, Unemployed, Not in Labour Force, Participation Rate, Unemployment Rate and Employment Rate demonstrate a definite negative trend in all categories.

<u>Downward</u>	<u>Upward</u>
Labour Force	Not in Labour Force
Employed	Unemployment Rate
Participation Rate	
Employment Rate	

Charts and graphs to illustrate the trends are available for your consideration. To ignore these trends without due consideration would not be a responsible decision.

LABOUR FORCE

—●— Labour Force



**Ministry of the
Attorney General**

Court Services Division
Office of the Assistant Deputy
Attorney General

2nd Floor
720 Bay Street
Toronto ON M7A 2S9

Telephone: (416) 326-2611
Fax: (416) 326-2652

**Ministère du
Procureur général**

Division des services aux tribunaux
Bureau de la sous-procureure générale
adjointe

2^e étage
720, rue Bay
Toronto ON M7A 2S9

Téléphone: (416) 326-2611
Télécopieur: (416) 326-2652



Our Reference # AC-2015-275

August 12, 2015

His Worship Christian Provenzano
Mayor
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6
cityclerk@cityssm.on.ca

Dear Mayor Provenzano:

I am writing to inform you that the Ministry of the Attorney General will increase Provincial Offences Act (POA) courts cost recovery rates for adjudication services and the monitoring and enforcing of the POA transfer agreements, effective January 1, 2016.

As you know, when POA responsibilities were transferred to municipalities between 1999 and 2002, they became entitled to the balance of POA fine revenues collected after the remittance of surcharges, special purpose fines and specific related costs incurred by the ministry. The related costs include costs for adjudication services and for monitoring the POA transfer agreements. Under the Act and the transfer agreements, the province is legally entitled to recover these costs.

While justice of the peace resources and their costs have increased dramatically over the past ten years, the adjudication cost recovery rate has not been updated since 2004. Similarly, the cost recovery rate for monitoring the transfer agreements has remained constant at 50 per cent of the ministry's costs since 2002. This means that the province has been subsidizing the municipal delivery of local court services for many years.

Given the province's fiscal situation, the ministry is no longer in a position to provide this subsidy. As a result, the ministry plans to increase the adjudication cost recovery rate from \$200 to \$300 per in-court hour, effective January 1, 2016. The ministry also plans to increase the monitoring cost recovery rate to reflect the full cost of delivering these services, effective January 1, 2016.

Starting in 2016, the ministry will annually review its justice of the peace and monitoring costs to determine if the cost recovery rates need to be adjusted.

... 2

We have been working with municipal stakeholders on a range of initiatives that will reduce municipal POA costs and improve municipal fine collection. We will continue these efforts to mitigate the expected impacts of the planned POA cost recovery updates.

If you have any questions or concerns please contact Jeremy Griggs, Senior Manager, Provincial Offences Act Unit at Jeremy.Griggs@ontario.ca or (613) 536-7253.

We value your continued partnership in delivering a fair and accessible justice system for all Ontarians.

Sincerely,

A handwritten signature in blue ink that reads "Lynne Wagner".

Lynne Wagner
Assistant Deputy Attorney General
Ministry of the Attorney General

c: Jeremy Griggs, Senior Manager, Provincial Offences Act Unit



COUNCIL REPORT

September 14, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender for Screened Street Sand (2015WA20T)

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply of Screened Street Sand for the 2015-2016 Winter Season.

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 August 18, 2015 with Councillor Frank Fata representing City Council.

ANALYSIS

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

IMPACT

Funding for the purchase of this material will be drawn from PWT's Winter Sand Account.

STRATEGIC PLAN

Purchase of Screened Street Sand for the use during the Winter Season is not an activity listed in the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2015 09 14 be received and the recommendation that the tender submitted by Palmer Construction for the supply of Screened Street Sand for the 2015-2016 Winter Season at the tendered pricing of \$5.48 per tonne, H.S.T. extra, be approved.

2015 09 14

Page 2

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tim Gowans".

Tim Gowans
Manager of Purchasing

TG:nt

FINANCE DEPARTMENT
PURCHASING DIVISION
Budget: \$177,140.00

Received: August 18, 2015
File: 2015WA20T

SUMMARY OF TENDERS
SCREENED STREET SAND

Description

Firm price for 2015 - 2016 Winter Season
(commencing Oct. 1, 2015) to supply, load and weigh material
to trucks under the employ of the City

Source:

Remarks:

Palmer Construction
Sault Ste. Marie, ON

\$5.48 per tonne
plus H.S.T.

1676 Third Line West

Meets Specifications

Superior Slag
Sault Ste. Marie, ON

\$3.65 per tonne
plus H.S.T.

Fleming Road - Essar Steel

Bid Alternative (untested)
Screened Slag

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

It is my recommendation that the tendered price, for the 2015 - 2016 Winter Season, as submitted by Palmer Construction, be accepted.

Tim Gowans
Manager of Purchasing



COUNCIL REPORT

September 14, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Shelley J. Schell, Commissioner of Finance and Treasurer
DEPARTMENT: Finance Department
RE: Budget Timeline Options

PURPOSE

The purpose of this report is to respond to the Council resolution passed August 10, 2015:

Whereas it is the goal of City Council to deliberate and approve the City budget as early as possible; and

Whereas the Commissioner of Finance has indicated there are some options to achieve this goal,

Therefore be it resolved that the Commissioner of Finance report to Council on this matter in September.

BACKGROUND

Over the last couple of years the budget presentation to Council has changed. Historically, the budget was presented to Council for review and approval around mid-April. By this time, one third of the year had past. In order to give Council a better opportunity to review the budget prior to approval a Preliminary Budget was presented in early February starting in 2014. The Final Budget was still approved in April in order to present actual numbers for the previous year surplus, the Sault Ste. Marie District Social Services Administration Board (DSSAB) levy and the Ontario Municipal Partnership Fund (OMPF) grant. Tax rates were also calculated and tax policy approved at this time, as well as the Capital from Current projects. Council benchmarked the year over year increase based upon the change in the average residential property.

Council's goal is to deliberate and approve the budget earlier. This process has already begun with the spending review starting in September this year. Each department will be presenting to Council details of their department, including operational and capital issues for 2016.

ANALYSIS

In order to approve a budget earlier in the year, the constraints that led to the later adoption need to be addressed.

Levy Boards

The DSSAB is legislatively required to provide the levy to the municipality on or before March 31 of that year. The DSSAB is also required to “make due allowance for any surplus that will be available from the preceding year”. In order to meet this requirement, the DSSAB waits for the completion of their year-end audit for the actual surplus.

Algoma Public Health (APH) does not have a specific deadline in the legislation that sets out the municipal levy notification.

The Conservation Authority has indicated that they will be advising of their levy before the start of the new budget year.

Recommendation:

The City can estimate the DSSAB and APH levy for the year in conjunction with the agencies. Both agencies have been contacted and are willing to work towards this. Any shortfall from the estimate in the City’s budget would be covered by the Contingency or Working Fund reserve if it causes a corporate deficit.

Ontario Municipal Partnership Fund Grant (OMPF)

The OMPF grant funding model was changed in 2013 by the Province and has been transitioning down to a total fund of \$500 million, which will be the level for 2016. Previous to the change in the funding model, municipalities were not informed of their funding levels until late in the first quarter of the budget year. The Province has been providing the funding calculations since the change in November or December.

Recommendation:

Actual funding should be known by December 31 each year so this is no longer a constraint. An estimate can be calculated by the City based upon the funding formula. There is always a risk that the Province may change their methodology thus delaying notification or the ability to reasonably estimate the grant.

Previous Year Surplus

Historically the budget was presented for approval once the surplus for the previous year was known. Estimating the surplus is an option although it is difficult to estimate due to late timing of the receipt of accounts payable invoices. Typically the accounting division will cut off mid-February and the majority of

Report to Council – Budget Timeline Options

2015 09 14

Page 3.

material invoices are captured. Other year end adjustments can be dealt with by looking at process changes.

Council has relied heavily on the use of surplus for levy reduction. Estimating a surplus is risky and is not recommended by staff. If Council determines that this is the process they want to continue, then earlier adoption of the budget may not be feasible.

Recommendation:

Institute a surplus policy which will direct surplus to the Tax Stabilization reserve and/or a new capital reserve for one time projects. An estimate would be used for budget purposes. Since it is being directed to a reserve there will be no effect on the levy for estimate variation.

Use of the reserve would be limited to actual confirmed transfers. . This would mean that the prior year surplus would not be available to mitigate tax rate impacts from the Tax Stabilization reserve. The same would apply for the one-time capital projects. Approval of projects could be done later in the year without delaying the operating budget process.

Council is cautioned that the current balance available in the Tax Stabilization Reserve is approximately \$700,000, or about \$1.2 million less than the level of surplus used for levy reduction in the 2015 budget. Staff does not recommend that other reserves be repurposed to make up the difference.

Capital from Current

Capital from Current projects were historically approved at the final budget meeting. Earlier adoption of the budget would not necessarily affect this as only the budget allocation would be approved earlier. Council can approve the projects based upon the approved budget at a later date.

Recommendation:

The operating budget would include the allocation only for Capital from Current. Project approval would be brought forward subsequent to the operating budget approval.

Tax Rates and Benchmarking:

Council has benchmarked year over year increases on the change in the average residential property taxes. Earlier adoption of the budget will separate the tax policy and tax rates apart from the levy requirement. Tax rates will still be established later in the first quarter of the budget year once the assessment roll is analyzed and tax policy recommendations completed. In years of implementing the first year of the four year phase in, additional time will be required to assess tax policy and make recommendations.

Report to Council – Budget Timeline Options

2015 09 14

Page 4.

Recommendation:

New benchmarks can be established such as CPI, an adjusted CPI based upon municipal services, and/or inflation. An estimate can still be given as to the change to the average residential taxpayer based upon the expected tax rate increase per \$1 million levy increase. Caution is required when using the estimate though as tax policy and assessment changes would influence the estimate.

IMPACT

The majority of the constraints that led to a later adoption of the budget are no longer factors, except for the surplus and the benchmarking. The impacts of the staff recommendations for these constraints are as follows:

- A new policy for surplus utilization is required if Council proceeds with the recommended options.
- There will be a significant impact to the levy in the first year of adoption due to previous reliance on it for levy reduction.
- New benchmarks will be required that Council can use to evaluate levy changes.

If Council accepts all the recommendations of this report, it is feasible to approve a budget by late February to early-March for 2016. Each year staff will work on process changes with a goal of January for budget approval by 2018.

STRATEGIC PLAN

This report is not linked to the activities of the Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Commissioner of Finance and Treasurer dated September 14, 2015 regarding budget timelines be received as information.

Respectfully submitted,



Shelley J. Schell, CPA, CA
Commissioner of Finance & Treasurer



COUNCIL REPORT

September 14, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Malcolm White, City Clerk
DEPARTMENT: City Clerk's Department
RE: Amendments to Cemetery By-law

PURPOSE

The purpose of this report is to advise Council of recommended amendments to the cemetery by-law

BACKGROUND

By-law 2012-129 was approved by City Council on June 25, 2012 and subsequently approved by the Cemeteries Branch, Ministry of Consumer and Commercial Affairs.

It has recently come to our attention that two sections of the by-law do not reflect actual practice. Firstly, although the by-law states that no animals (except service animals) are permitted in the cemetery; leashed animals have traditionally been allowed.

Secondly, the existing by-law requires that markers on a single grave are limited to one. In fact, the number of markers permitted is dependent upon the capacity of interments (for instance, most single graves can accommodate one or two full body burials and up to six cremated remains).

IMPACT

There is no budgetary impact to these by-law amendments.

STRATEGIC PLAN

This is an operational activity not specifically linked to any activity in the Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Amendments to Cemetery By-law

2015 09 14

Page 2.

The relevant By-law 2015-163 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,



Malcolm White

City Clerk



COUNCIL REPORT

September 14, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Malcolm White, City Clerk
DEPARTMENT: City Clerk's Department
RE: Request to Repeal By-law – Business Improvement Area

PURPOSE

This report advises Council of the results of a request to repeal the by-law that created the Queenstown (Downtown) Association Business Improvement Area.

BACKGROUND

The Queenstown (Downtown) Association Business Improvement Area (BIA) was created by By-law 76-419. On April 20, 2015, a request to repeal the by-law, signed by a number of property owners located within the BIA was received by the Clerk's Department. The Tax Division determined that the sufficiency requirements outlined in the *Act* had been met (requests from property owners representing one-third of the business taxes levied in the BIA), and accordingly, Council issued notice of its intention to pass a by-law to repeal the original by-law establishing the Business Improvement Area.

As discussed in my report to Council dated May 25, 2015, if by August 11, 2015, the Clerk's Department received requests to repeal the by-law from at least one-half of the parties entitled to receive notice and those persons represented at least 50% of the business taxes levied in the BIA, Council would have been required under the *Municipal Act* to repeal By-law 76-419.

ANALYSIS

Threshold #1

As noted above, the *Municipal Act* prescribes that requests to repeal the by-law need to be received from at least one-half of the total number of persons entitled to notice. Notice was provided to 136 owners as well as the Queenstown Business Improvement Area. Additionally, owners were obliged to give notice to and identify to the City Clerk tenants who pay all or part of the taxes on the property. 16 tenants were so identified. Accordingly, parties entitled to notice

Request to Repeal By-law – Business Improvement Area
2015 09 14
Page 2.

numbered 153. As of 4:30 p.m. on August 11, 2015, 62 notices were received. Therefore this threshold was not met.

Threshold #2

The *Municipal Act* also requires that those who have signed requests must represent at least 50% of the general municipal taxes (in the business property classes) in the Business Improvement Area. Total general municipal taxation (in the business property classes) in the downtown Business Improvement Area is \$1,317,125.94. The requests to repeal the by-law represent \$625,056.60 or 47.46%. The taxation threshold was therefore not met.

Council may note that the unofficial results announced on August 13, 2015 noted that 67 requests to repeal the by-law were received. Upon review of these requests, 5 were determined to be non-compliant. Three requests were received from tenants who were identified as not paying any of the property taxes. Two requests were received from parties who had not been identified as tenants.

Given that neither of the thresholds set out in the *Municipal Act* were achieved, Council is not required to repeal the by-law establishing the Business Improvement Area.

As well, Council is not required to give another notice to repeal the by-law in response to a resolution or request for a period of two years after the last mailing of the notices (i.e. June 12, 2017).

IMPACT

There is no budgetary impact.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the City Clerk dated 2015 09 14 concerning Request to Repeal By-law – Business Improvement Area and official results be received as information.

Respectfully submitted,



Malcolm White
City Clerk



COUNCIL REPORT

September 14, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Carl Rumieli, P. Eng., Design and Construction Engineer
DEPARTMENT: Engineering and Planning Department
RE: 2016 CONSULTING ENGINEERING ASSIGNMENTS

PURPOSE

The purpose of this report is to recommend that Council authorize the assignment of design and contract administration of 2016 capital construction projects to consulting engineers.

BACKGROUND

At the 2015 06 22 meeting, Council approved the 2016 capital construction program. With the exception of the design and construction of Francis Street from Wellington Street to Railroad Avenue, which will be done by City staff, all other projects require consulting engineers to be assigned the task of design, contract preparation and construction inspection.

In addition to the projects approved in the 2016 Capital Construction Program, we have included the following projects that also require engineering consultants:

- MTO has been advised that the City's Connecting Link priority for 2016 is the widening of Black Road between Second Line and McNabb Street. Therefore engineering work should be assigned at this time in order to be ready for a favorable Connecting Link announcement.
- As Council is aware, the City received a grant of \$600,000 from the NOHFC for upgrading the streetscape on Gore Street. The Engineering and Planning Department is currently trying to identify funds to completely reconstruct Gore Street in 2016 to ensure the surface improvements covered by the grant are not dug up in the near future due to aged underground facilities. Therefore, engineering work should also be assigned for this project at this time.

- Recently, the City has been approved for \$31.26M project under the Build Canada Fund for the reconstruction of the Fort Creek Aqueduct and we have also included the next phase of the improvements to the Fort Creek Aqueduct. Engineering work for future phases of the project will be recommended to Council based on request for proposals. However, it is appropriate to award the 2016/2017 phase at this time.

ANALYSIS

In accordance with City policy for retaining consulting engineering services, it is recommended that the following firms be retained to provide design and contract administration services for the 2016 Capital Road Reconstruction Program.

- 1) Tulloch Engineering – Reconstruction of Second Avenue – Wallace Terrace to Second Line
- 2) WSP – Reconstruction of Coulson Avenue and Manor Road
- 3) AECOM – Widening of Black Road – McNabb Street to Second Line East
- 4) AECOM – Reconstruction of Gore Street – Queen Street East to Wellington Street East
- 5) STEM – Fort Creek Aqueduct John Street Diversion (Albert Street to Wellington Street West)
- 6) City Engineering Department - Reconstruction of Francis Street – Wellington Street to Railroad Avenue and the Road Resurfacing Contract

IMPACT

The engineering fees will be included in the 2016 Capital Works Budget.

STRATEGIC PLAN

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Design & Construction Engineer dated 2015 09 14 concerning the 2016 capital construction consultant selection be received, and that Council authorize entering into agreements for engineering services with these consulting engineering firms.

2016 Consulting Engineering Assignments

2015 09 14

Page 3

Individual engineering agreements with an estimate of engineering fees will be brought to Council for approval at a later date.

Respectfully submitted,



Carl Rumiell, P. Eng.
Design and Construction Engineer

Recommended for approval,



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb



COUNCIL REPORT

September 14, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Elliott, P. Eng., Director of Engineering Services
DEPARTMENT: Engineering and Planning Department
RE: OCIF Funding Intake II – Bay Street

PURPOSE

The purpose of this report is to advise Council of the candidate project for the second intake of the Ontario Community Infrastructure Fund (OCIF).

BACKGROUND

The Province recently announced the second intake for the application based portion of the Ontario Community Infrastructure Fund. Municipalities with a population under 100,000 are eligible to apply to a \$50M fund for an eligible project. Council will recall that earlier this year, the City was the recipient of \$2M for the third phase of the widening and reconstruction of Second Line from Old Garden River Road to Black Road.

ANALYSIS

Staff recommends that the Bay Street improvement project be the candidate for this application. The Bay Street project is the subject of an environmental assessment which is scheduled to be completed this fall. The preferred alternative will likely involve the conversion of the street from four lanes down to three, with a multi-use trail in the south boulevard. The project was deferred from the 2015 capital works program due to insufficient funds and the fact that the EA was not complete.

The City has advised the Province that our highest roadwork priority is the widening of Black Road between McNabb and Second Line. The Connecting Link program has been reinstated by the Province, so Black Road will be the subject of our application for Connecting Link funding. It is hoped that there will be Connecting Link funds in 2016 for this project.

The Expression of Interest was due 2015 09 11. If the expression of interest is approved by the Province, the City will be invited to submit a full application.

OCIF Funding Intake II – Bay Street

2015 09 14

Page 2

The second intake was announced in late July, and staff was unable to get a recommendation to Council on the agenda for the August 10th meeting in order to meet the submission deadline. Accordingly, the Expression of Interest has been submitted.

IMPACT

The project cost is estimated to be \$3.1M after rebatable tax. There is approximately \$1.7M carried forward from the 2015 capital works budget for Bay Street. A successful application for \$2M would be sufficient to complete the work with no additional impact to the budget. It would also free up approximately \$600,000 which could be used to fund the remainder of Gore Street reconstruction between Queen and Wellington.

STRATEGIC PLAN

This is linked to Objective 1B, Transportation Network Improvements under the Developing Solid Infrastructure strategic direction.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated 2015 09 14 regarding OCIF Funding Intake II – Bay Street be received as information.

Respectfully submitted,


Don Elliott, P. Eng
Director of Engineering Services
Engineering & Planning Dept.

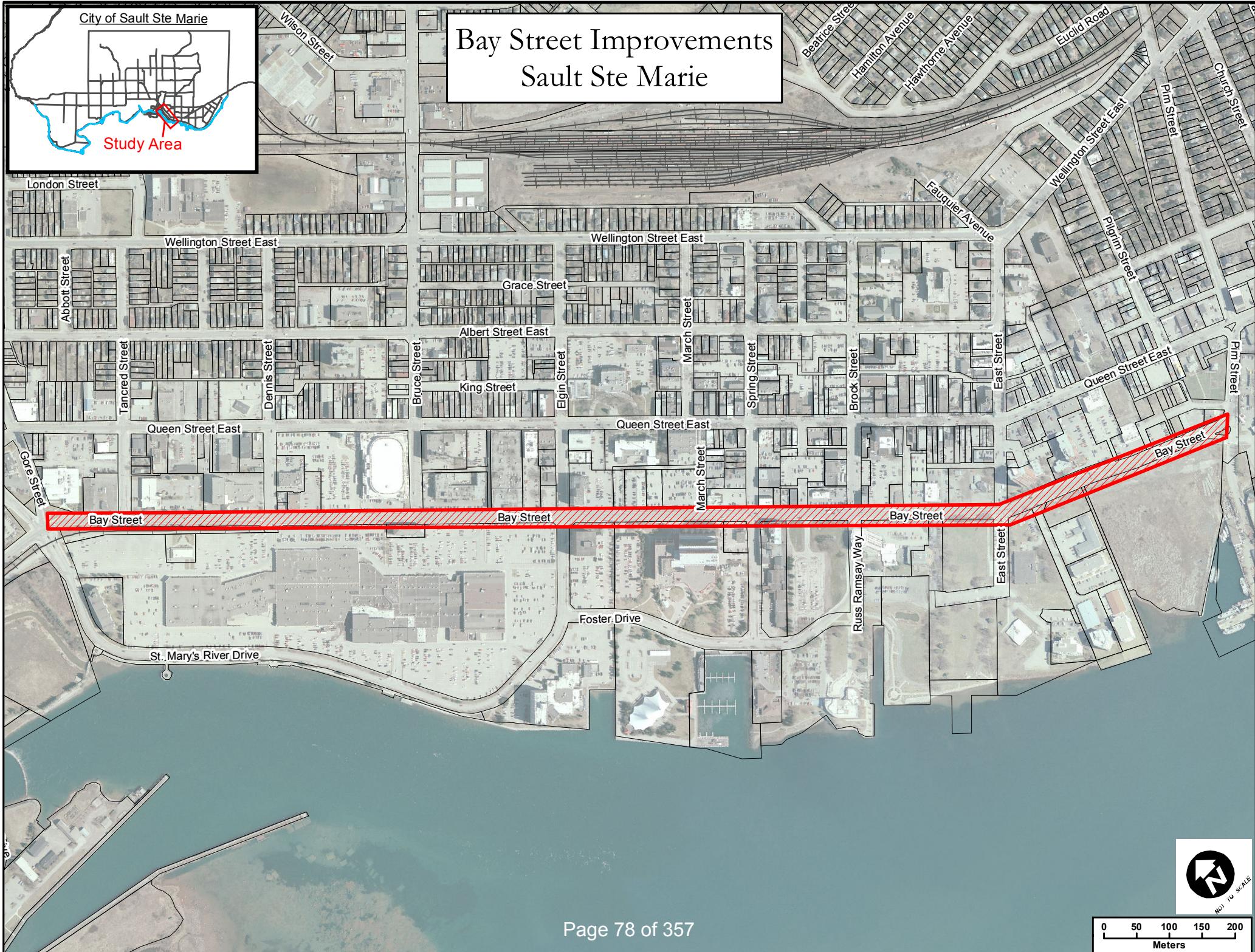
Recommended for approval,


Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Dept.

/bb
Attach.

Bay Street Improvements

Sault Ste Marie





COUNCIL REPORT

September 14, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Elliott, P. Eng., Director of Engineering
DEPARTMENT: Engineering and Planning Department
RE: Fort Creek Aqueduct – Contribution Agreement

PURPOSE

The purpose of this report is to obtain approval to enter into a funding agreement with the Province for the reconstruction of the Fort Creek Aqueduct on John and Wellington Streets from Queen Street to Carmen's Way.

BACKGROUND

In December of 2014, the City applied to the Small Communities Fund (SCF) portion of the Build Canada Fund for the reconstruction of the Fort Creek Aqueduct. The City was very pleased that the funding was recently approved. The City, the province and the federal government will share the \$31.26M project in thirds, or \$10.42M each. The City will benefit from two-thirds grant funding of \$20.84M.

The project is scheduled to be constructed in several phases over the next 7 years. Refer to attached sketch for location.

ANALYSIS

The Province has stated that a by-law approving the agreement must be in place prior to Friday, September 18th, 2015. Engineering and Legal staff have reviewed the agreement provided by the Ministry of Agriculture, Food and Rural Affairs (OMAFRA) and it is recommended for approval.

The first phase was completed in 2013, and the engineering for phase 2 is well underway. In accordance with city procurement procedures, staff recommends that a Request for Proposal for engineering services be issued for the remaining phases of the work.

Fort Creek Aqueduct – Contribution Agreement

2015 09 14

Page 2.

IMPACT

The City share of \$10.42M will be provided by the \$2M annual capital allowance shown in the approved five-year capital works plan. There is no additional impact to the budget.

STRATEGIC PLAN

The reconstruction of the Fort Creek Aqueduct is linked to Objective 1A, Environmental Leadership, under the Developing Solid Infrastructure strategic direction.

RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant By-law 2015-158 authorizing execution of the contribution agreement is listed under item 11 of the Agenda and will be read with all by-laws under that item.

Resolved that the report of the Director of Engineering Services dated 2015 09 14 be received and that a Request for Proposal be issued for engineering services for the remaining phases of the Fort Creek aqueduct project.

Respectfully submitted,



Don Elliott, P. Eng.
Director of Engineering Services

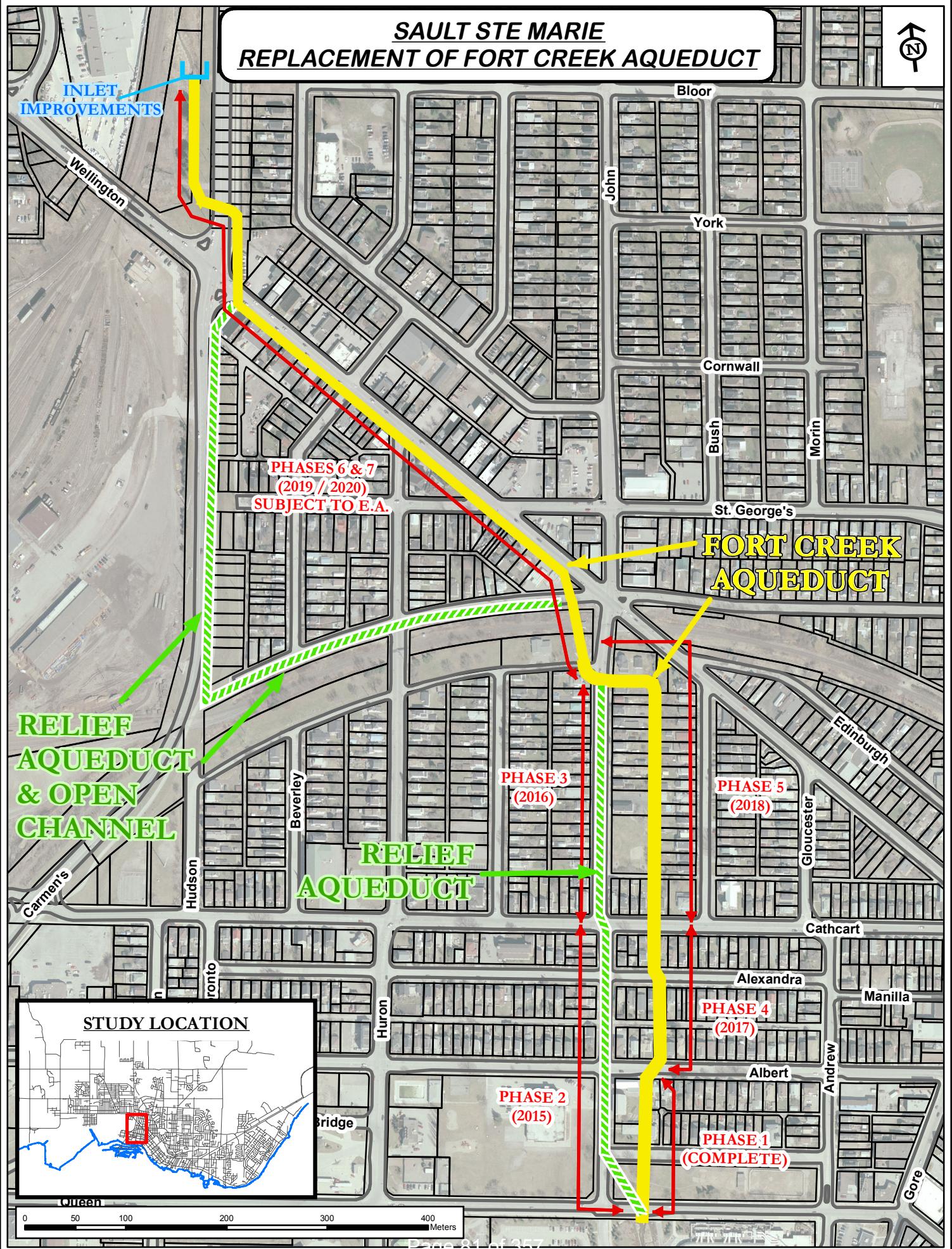
Recommended for approval



Jerry Dolcetti, RPP
Commissioner of Engineering and
Planning

/bb
Attach.

SAULT STE MARIE REPLACEMENT OF FORT CREEK AQUEDUCT





COUNCIL REPORT

September 14, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Madison Zuppa, Environmental Initiatives Coordinator
DEPARTMENT: Engineering and Planning Department
RE: Inflow and Infiltration Pilot Project Update

PURPOSE

The purpose of this report is to request Council approval for the Ministry of the Environment and Climate Change Funding Agreement and Cole Engineering Group Ltd.'s Engineering Agreement, and to request approval for an amendment to the Inflow and Infiltration Pilot Project.

BACKGROUND

At the 2014 01 20 regular Council meeting the City's Inflow and Infiltration Pilot Project was approved. Since that time, City staff purchased seven (7) heated rain gauges to be installed at specific municipal facilities across the community to collect and transmit data. The system would have the capability of sending out alarms via email or phone to City staff based on any exceedence of a selected pre-set storm event. The data can also be transferred to a rainfall or isohyetal map to clearly identify the areas that have been impacted by severe rainfall.

Two (2) flow meters were acquired in addition to the three (3) City staff have in their equipment inventory, as well as three (3) level sensors for the existing flow meters. All of the flow meters will be installed in the Dell Avenue and Drake Street area. Monitoring and tracking inflow and infiltration will facilitate identification of future remedial actions, as may be required. Reducing infiltration and inflow volumes may mitigate plant overflows and by-passes during periods of intense rainfall.

Cole Engineering Group Ltd. (Cole) was previously retained to assist with the pilot project given their specific expertise in this area, and help set-up the project locally. It is the City's intent to continue to have Cole assist with data analysis, completion of a final report to be submitted to government funding agencies, and cross-train City staff to be able to continue monitoring inflow and infiltration in other locations of the community in the future.

Inflow and Infiltration Pilot Project Update

2015 09 14

Page 2.

ANALYSIS

Cole and Public Works and Transportation (PWT) will be assisting with the installation of the rain gauges and flow meters. PWT completed the sewer flushing in the project area that was recommended. On-going maintenance will include cleaning the flow meter sensors, calibrating the equipment, downloading data, changing batteries, and troubleshooting malfunctions, among other tasks. Staff from the Engineering and Construction Division will be able to complete some maintenance tasks without entering the manhole; however, confined space entry into the various manholes is necessary and requires specialized equipment and training that is currently not available in Engineering. City staff is currently working on a solution for the confined space maintenance requirements.

In order to have City staff properly trained on the data analysis portion of the project, and complete the final reports to meet the funding agreement requirements Cole has provided the City with a proposal in the amount of \$27,500, plus applicable taxes. These services will allow City staff to complete Inflow and Infiltration monitoring in the future. It is important to note that the Ministry of the Environment and Climate Change is providing the City with \$20,000 to cover eligible projects costs, including professional services.

IMPACT

The original project budget was approved at \$108,450, with \$90,600 of cash contributions and approximately \$17,850 of in-kind contributions. At the regular Council meeting of 2014 08 11 an additional \$43,000 was approved to cover unforeseen costs. This brought the total project budget to \$151,450, with \$133,000 of cash contributions and \$17,850 of in-kind contributions.

The City's expenditures to date total \$88,274.04, with \$75,774.04 of cash contributions and \$12,500 of in-kind contributions.

The City has received \$25,000 from Environment Canada's Great Lakes Sustainability Fund for eligible expenses between March 2014 and March 2015, and has been approved for \$20,000 from the Ministry of the Environment and Climate Change for eligible expenses in years 2 and 3 of the project.

City staff is requesting to reallocate the unspent portion of the previously approved \$43,000 to accommodate consulting fees. The overall budget of \$151,450 will remain the same.

STRATEGIC PLAN

This activity is linked to Strategic Direction 1, Developing Solid Infrastructure, Objective 1A, Environmental Leadership in the 2010-2014 Corporate Strategic Plan.

Inflow and Infiltration Pilot Project Update

2015 09 14

Page 3.

RECOMMENDATION

It is therefore recommended that Council take the following action:

It is recommended that the report of the Environmental Initiatives Coordinator concerning the Inflow and Infiltration Pilot Project Update be received, and recommendations be approved as follows:

1. Reallocate unspent funds from the Inflow and Infiltration project to cover Cole Engineering Group Ltd.'s consulting fees;
2. Cole Engineering Group Ltd. Engineering Agreement be approved; and
3. Ministry of the Environment and Climate Change Funding Agreement be approved.

By-law 2015-155 appears elsewhere on the Agenda authorizing the Ministry of the Environment and Climate Change Funding Agreement and is recommended for approval.

By-law 2015-160 appears elsewhere on the Agenda authorizing Cole Engineering Group Ltd.'s Engineering Agreement and is recommended for approval.

Respectfully submitted,



Madison Zuppa, MES
Environmental Initiatives Coordinator

Recommended for approval,


Jerry Dolcetti for

Jerry Dolcetti, RPP
Commissioner of Engineering & Planning



COUNCIL REPORT

September 14, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Catherine Taddo, P. Eng., Land Development and Environmental Engineer
DEPARTMENT: Engineering and Planning Department
RE: Wastewater Facility Designated Substance Surveys Consultant Selection

PURPOSE

The purpose of the report is to request Council approval for engineering fees for the wastewater facility designated substance surveys.

BACKGROUND

Provincial regulations mandate assessments for asbestos and other designated substances in specific circumstances. Regulations of the Ontario Health and Safety Act require that the City maintain an Asbestos Inventory and Hazard Assessment for City-owned buildings. In addition, a full designated substance survey is required in some instances, prior to construction work taking place. It is proposed that these assessments be completed for specific buildings and pump stations related to wastewater infrastructure.

At the April 27, 2015 meeting, Council approved a budget of \$150,000 for purposes of the above noted studies. An asbestos survey was completed in 2008 for all City buildings, with the exception of the treatment plants and pump stations. Therefore, two treatment plants, seven large pump stations, and nineteen small pump stations are outstanding. An assessment of additional designated substances is also proposed for the small pump stations maintained by Public Works and Transportation. The approved budget addresses these designated substance assessments.

ANALYSIS

A Request for Proposal was issued for the project, subsequent to approval. Six (6) proposals were received. A proposal for the price of \$15,750.00 (excluding HST) was received from Pinchin, which includes a set number of samples. The final number of samples required will not be known until the site inspections are

completed. Therefore, credit or additional cost above the base cost may be applicable dependent on sampling requirements.

IMPACT

At the April 27, 2015 meeting, Council approved a budget of \$150,000 for purposes of the above noted studies, to be funded from the 2015 sanitary sewer surcharge account. When recoverable HST is removed, the cost to complete the study is \$16,027.20. The fee is well below the preliminary budget figure. During the course of the work credit or additional charge for collection and analysis of additional samples may be applicable within the approved budget, subject to the results of the site inspections and identification of hazardous materials.

STRATEGIC PLAN

Although not specifically identified, the Designated Substance Survey is linked to Strategic Direction 1: Developing Solid Infrastructure, Objective 1C – Property Management and Development.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Land Development and Environmental Engineer dated 2015 08 14 be received and that Pinchin be retained for Consulting Services and testing fees related to wastewater facility designated substance surveys.

By-law 2015-157 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 FOR

Jerry Dolcetti, RPP
Commissioner of Engineering and
Planning



COUNCIL REPORT

September 14, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Daniel Perri, EIT, Engineering Intern
DEPARTMENT: Engineering and Planning Department
RE: Acquisition of Property on Peoples Road

PURPOSE

The purpose of this report is to obtain Council's approval to acquire property on Peoples Road.

BACKGROUND

There is an existing watercourse located on private property from 993 Peoples Road to 925 Peoples Road. This watercourse conveys a significant amount of stormwater from the northwestern region of the City. Maintenance of this watercourse is very challenging due to the fact that it is located on private property, without an easement or formalized access.

There have been ongoing issues with drainage in this area, with the most severe account occurring during the September 2013 storm event where localized ponding caused the Peoples Road/ Elliott Road area to be closed to traffic.

Staff from Public Works & Transportation performed maintenance in this watercourse during the spring of 2014 with permission from private property owners. Maintenance of this system will be an ongoing challenge as access is difficult and not guaranteed.

ANALYSIS

In order to re-route the existing watercourse to City property, it is necessary to acquire civics 981 and 993 Peoples Road. This would eliminate a substantial amount of stormwater from traversing private property, while allowing City forces to maintain the watercourse, reducing the likelihood of flooding. This would also allow for improved channelization of the watercourse, improving the flow of stormwater in this system. This land acquisition was circulated to all relevant City departments for comment and all the responses were favourable.

Acquisition of Property on Peoples Road

2015 09 14

Page 2

IMPACT

The Legal Department has negotiated a price of \$150,000 for both properties. This cost can be covered through the existing budget in the City Legal Department; however, the intent is to sever only the property required for diversion of the watercourse and to put the remnant properties back for sale, to recoup at least some of the purchase price.

STRATEGIC PLAN

Ensuring storm water conveyance is not compromised, is consistent with Strategic Direction 1: Developing Solid Infrastructure. In particular, Objective 1A, Environmental Leadership touching on the rehabilitation of aqueducts/open channels is being partially met.

RECOMMENDATION

It is therefore recommended that Council take the following action:

It is recommended that the report of the Engineering Intern dated 2015 09 14 concerning the acquisition of property on Peoples Road be received and that City Council authorize the acquisition of Civics 981 and 993 Peoples Road from Irwin Arthur Kerr and all costs related thereto, be approved.

By-law **2015-159** authorizing same appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

Daniel Perri, EIT
Engineering Intern

Recommended for approval,

Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department



COUNCIL REPORT

September 28, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Paul Milosevich, Deputy Fire Chief – Inspection Division
DEPARTMENT: Fire Services
RE: Designated Fire Route

PURPOSE

Per By-Law 2013-105 - "Fire Routes", specifically, sentence 3.2 - Schedule B.

Civic 868 Second Line East – St. Mary's College, be established as a required address having a designated fire route. See attached drawing for specific location of the designated fire route.

BACKGROUND

Concerning the above noted property, the fire route has been designed and approved per Ontario Building Code requirements. In order to carry out enforcement of this fire route, the address needs to be added to schedule B of By-Law 2013-105.

IMPACT

There is no budgetary impact.

STRATEGIC PLAN

This is an operational activity not articulated in the Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant By-law 2015-164 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

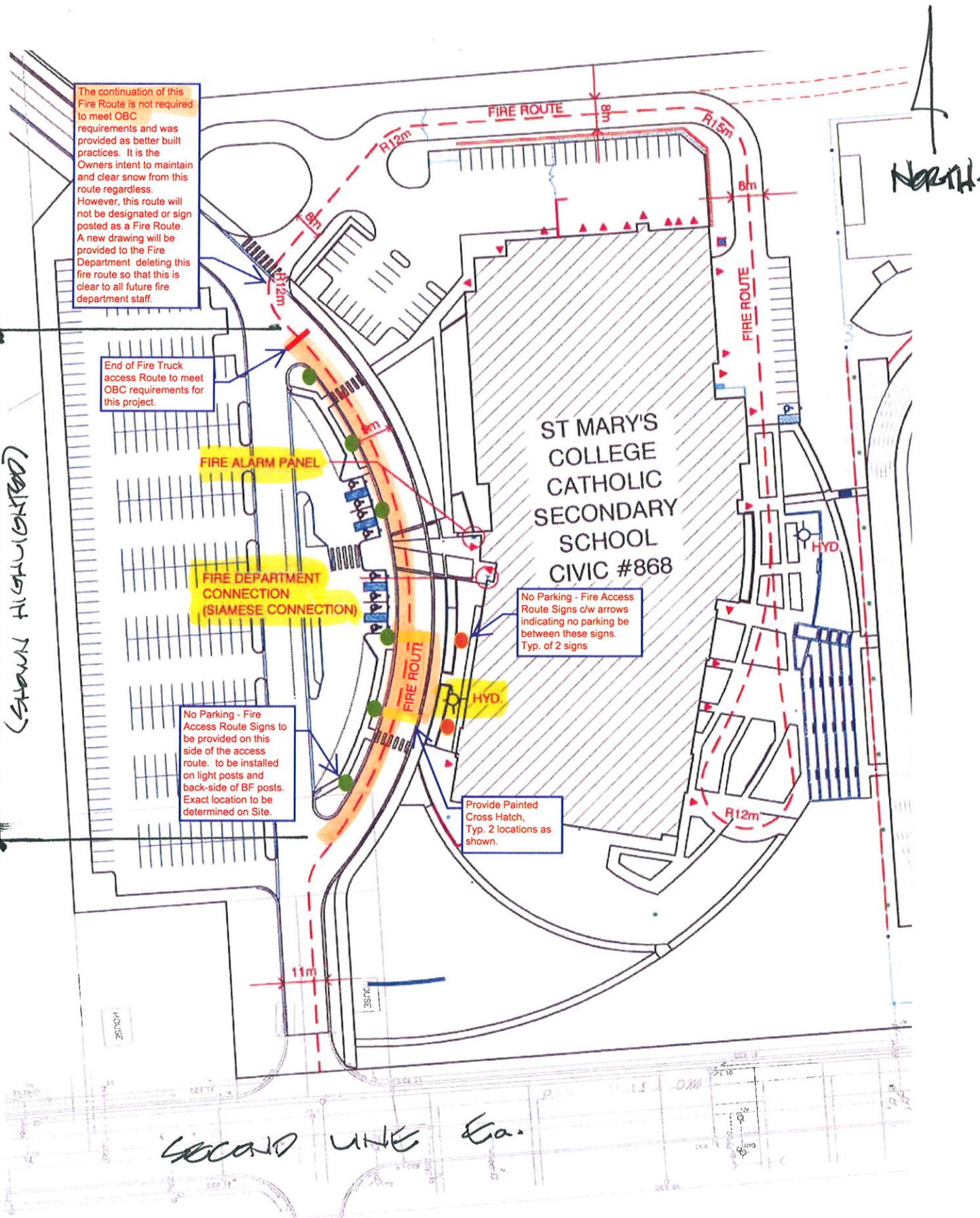
Respectfully submitted,

Paul Milosevich
Deputy Fire Chief – Inspection Services

Recommended for approval

Mike Figliola
Fire Chief

SECOND FIRE ROUTE - PER O.B.C.



SITE PLAN

SCALE 1:1500



COUNCIL REPORT

August 10, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor
DEPARTMENT: Legal Department
RE: POA – Second Inter-Municipal Agreement

PURPOSE

The purpose of this report is to request Council's approval of the Second Inter-Municipal Agreement between the City and all POA Municipal Partners ("Agreement") regarding Provincial Offences services and revenue sharing.

BACKGROUND

On March 12, 2001, the City assumed the prosecution and administration of *Provincial Offences Act* charges. Since that time, the City has been operating the Provincial Offences Court on the first floor of the Civic Centre. The City's Provincial Offences Office services the Algoma Catchment Area encompassing an area which runs east to the Municipality of Huron Shores and north to White River. Accordingly, in 2009, the City entered into an Inter-municipal Agreement with all of the municipalities in the Algoma Catchment Area to provide Provincial Offences services and revenue sharing. The First Nations of Batchewana and Garden River also participate in this Agreement. The term of the existing Inter-Municipal Agreement has expired and must be renewed for a further five-year term ending March 31, 2020.

ANALYSIS

The Agreement confirms that the parties consent to the renewal of the 2009 Agreement for a further period of five years. All Municipal Partners have signed this Agreement.

IMPACT

The remainder of the terms of the 2009 Agreement shall continue to apply. Pursuant to Section 3 of the 2009 Agreement, the City shall continue to share the annual net *Provincial Offences Act* revenues and deficits with each Municipal Partner on a population basis.

2015 08 10

Page 2.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Assistant City Solicitor dated August 10, 2015 be received and further, that Bylaw 2015-134 authorizing the execution of the Second Inter-Municipal Agreement for the provision of Provincial Offences administration, revenue sharing and prosecutorial services be approved.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor

Recommended for approval,



Nuala Kenny
City Solicitor
for

MBS/da



COUNCIL REPORT

September 14, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Matthew Caputo, Solicitor/Prosecutor
DEPARTMENT: Legal Department
RE: Agreement Between the City and the Huron Superior Catholic District School Board for the Use and Development of City Property

PURPOSE

The purpose of this report is to recommend that City Council approve By-law 2015-154, which will authorize an Agreement between the City and the Huron Superior Catholic District School Board (the "HSCDSB") for their use and development of City property to access the new St. Mary's College from Old Garden River Road.

BACKGROUND

The HSCDSB has constructed the new St. Mary's College at the property located on the northeast corner of Second Line and Pine Street (the "Subject Property"). The Subject Property is subject to Site Plan Control. The City and the HSCDSB entered into a Site Plan Agreement on February 13, 2015. The HSCDSB requires access to the Subject Property from Old Garden River Road, which access will traverse over property currently owned by the City (the "Road Access Lands").

The City became the owner of the Road Access Lands pursuant to the decision of the Sault Ste. Marie Committee of Adjustment made August 13, 1980. The Road Access Lands were provided to the City for the sole purpose of a future road allowance. The Site Plan Agreement requires that the HSCDSB enter into an agreement with the City for the use and development of the Road Access Lands.

ANALYSIS

The Agreement between the City and the HSCDSB requires that HSCDSB develop the Road Access Lands to meet all of the standards for a municipal public street at the sole liability and expense of the HSCDSB. The City may

Report to Council – Agreement Between the City and the Huron Superior Catholic District School Board for the Use and Development of City Property

2015 09 14

Page 2.

assume the Road Access Lands at some date in the future as a municipal public street at the sole discretion of the Commissioner of Engineering & Planning.

The Agreement shall be registered on the Road Access Lands and the Subject Property, and shall be binding on the future owners if the Subject Property is sold at a later date.

IMPACT

Not applicable.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Solicitor/Prosecutor dated September 14, 2015 concerning the Agreement between the City and the HSCDSB regarding the use and development of the City Property be received and the recommendation that Council authorize the execution of the Agreement be approved.

By-law 2015-154 authorizing the execution of the Agreement appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

Matthew Caputo
Solicitor/Prosecutor
MC/da

Recommended for approval,

Nuala Kenny
City Solicitor



COUNCIL REPORT

September 14, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Matthew Caputo, Solicitor/Prosecutor
DEPARTMENT: Legal Department
RE: Smoking By-law Amendments

PURPOSE

The purpose of this report is to recommend that City Council approve By-law 2015-151, which amends Smoking By-law 2003-7 and makes the by-law consistent with Provincial law with regard to distance restrictions at sporting areas and playgrounds.

BACKGROUND

On January 1, 2015, the Provincial Government amended the *Smoke-Free Ontario Act*, S.O. 1994, c. 10 to prohibit smoking within 20 metres of a sporting area or playground, as defined by the Act. The City's current smoking by-law prohibits smoking within a 15 metre distance of these areas. Additionally, the City has no-smoking signs posted at various sporting areas, recreation fields, and playgrounds throughout the municipality. These signs currently reflect the 15 metre restriction.

The Legal Department received a request from Janet Allen, Tobacco Control Program Coordinator of Algoma Public Health to update the City's by-law to reflect the changes made to the provincial legislation, in addition to updating the City's no-smoking signs. Ms. Allen has advised that other Ontario municipalities have updated their no-smoking signs with the use of weather-resistant stickers which can be placed over the text on the signs. Further, Ms. Allen undertook to order these stickers, which reflect the change from 15 metres to 20 metres, at the sole expense of the Algoma Public Health Unit. These stickers have been supplied to the City's Parks Division, who has received instruction from the Interim C.A.O. to begin updating the signs.

Report to Council – Smoking By-law Amendments

2015 09 14

Page 2.

ANALYSIS

A contradiction currently exists between the *Smoke-Free Ontario Act* and the City's Smoking By-law 2003-7, concerning the smoking distance requirements at sporting areas and playgrounds. By amending By-law 2003-7 to reflect a 20 metre restriction, our by-law will be parallel with the provincial statute. This will also eliminate potential complications with the prosecution of those smoking within 20 metres of the protected areas.

IMPACT

Not applicable.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Solicitor/Prosecutor dated September 14, 2015 concerning the amendments to the Smoking By-law 2003-7 to make the by-law consistent with Provincial law with regard to distance restrictions at sporting area and playgrounds be approved.

By-law 2015-151, being a by-law to amend By-law 2003-7 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Matthew Caputo
Solicitor/Prosecutor

Recommended for approval,



Nuala Kenny
City Solicitor

MC/da

LEGAL\STAFF\COUNCIL REPORTS\2015\SMOKING BY-LAW AMENDMENT R1.2.DOCX



COUNCIL REPORT

September 14, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Matthew Caputo, Solicitor/Prosecutor
DEPARTMENT: Legal Department
RE: Provincial Legislation Regulating the Use of Off-Road Vehicles on Municipal Roadways

PURPOSE

The purpose of this report is to advise City Council of the current status of the Provincial legislation regulating the use of “Off-Road Vehicles” (“ORV’s”) on municipal roadways, and to seek direction regarding how to proceed.

BACKGROUND

City Council received a request from a local citizen to pass a by-law that would allow the use of ORV’s on certain municipal roadways within the City of Sault Ste. Marie. The Legal Department reviewed the request and determined that the particular class of ORV that the citizen utilizes, namely a Side-by-Side, was unable to be regulated by the municipality. At the time, the *Highway Traffic Act*, R.S.O. 1990, c. H.8 and its regulations, specifically O.Reg 316/03, only permitted municipalities to regulate the use of standard, single-occupant All-Terrain Vehicles. Therefore, any by-law passed by the City to permit Side-by-Side type vehicles would be deemed repealed by the *Highway Traffic Act*.

ANALYSIS

On July 1, 2015, O.Reg 135/15 came into effect, amending O.Reg 316/03 to permit municipalities to regulate, by way of by-law, the use of All-Terrain Vehicles, Multi-purpose Off-highway Utility Vehicles, and Recreational Off-highway Vehicles on municipal roadways. This change effectively permits municipalities to pass by-laws that would regulate Side-by-Side type vehicles, so long as they meet certain standards. The definitions in O.Reg 316/03 now reads as follows:

“all-terrain vehicle” means an off-road vehicle that,

- (a) has four wheels, the tires of which are all in contact with the ground,

Report to Council – Provincial Legislation Regulating the Use of Off-Road

Vehicles on Municipal Roadways

2015 09 14

Page 2.

- (b) has steering handlebars,
- (c) has a seat that is designed to be straddled by the driver, and
- (d) is designed to carry,
 - (i) a driver only and no passengers, or
 - (ii) a driver and only one passenger, if the vehicle,
 - (A) has one passenger seat that is designed to be straddled by the passenger while sitting facing forward behind the driver, and
 - (B) is equipped with foot rests for the passenger that are separate from the foot rests for the driver;"

“ “multi-purpose off-highway utility vehicle” means an off-road vehicle that,

- (a) has four or more wheels, the tires of which are all in contact with the ground,
- (b) has a steering wheel for steering control,
- (c) has seats that are not designed to be straddled, and
- (d) has a minimum cargo capacity of 159 kilograms,”

“ “recreational off-highway vehicle” means an off-road vehicle that,

- (a) has four or more wheels, the tires of which are all in contact with the ground,
- (b) has a steering wheel for steering control,
- (c) has seats that are not designed to be straddled, and
- (d) has an engine displacement equal to or less than 1,000 cubic centimetres;”

Therefore, so long as a municipal by-law passed by the City uses these definitions, the City is now able to regulate the use of these vehicles on municipal roadways.

Finally, while the authority for municipalities was very clearly outlined in the *Highway Traffic Act*, the reference in O.Reg 316/03 was very vague and difficult to follow. O.Reg 135/15 corrected this oversight by adding Section 4.1 to O.Reg 316/03, which directly outlines this authority.

The Legal Department circulated this information to various departments for comment. The Public Works and Transportation Department had no substantive comment. Police Services had no comment at this time, but if a by-law is to move forward, they will have input at that time. The Planning Department suggests that Council instruct staff to undertake a consultation process with various local groups and committees, and report back to Council with the results of this consultation.

Report to Council – Provincial Legislation Regulating the Use of Off-Road

Vehicles on Municipal Roadways

2015 09 14

Page 3.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That City Council provide direction to the Legal Department as to their position regarding this change to the *Highway Traffic Act* and its regulations, and provide instructions on how to proceed.

Respectfully submitted,



Matthew Caputo
Solicitor/Prosecutor

Recommended for approval,



Nuala Kenny
City Solicitor

MC/da

Legal\Staff\COUNCIL REPORTS\2015\Off-Road Vehicles R1.31



SAULT STE. MARIE POLICE SERVICE

580 Second Line East

Sault Ste. Marie, Ontario P6B 4K1

ROBERT A. KEETCH
Chief of Police

EMERGENCY DIAL 9-1-1
TELEPHONE 705-949-6300

EXECUTIVE FAX 705-949-3082
OPERATIONS FAX 705-759-7820

September 3, 2015

Mayor C. Provenzano & City Council
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5X6

Dear Mayor Provenzano and City Council:

Re: Results of the Graffiti Initiative: August 18 – 23, 2015

As described in the report to Council dated August 5, 2015 (copy attached), the Sault Ste. Marie Police Service in partnership with the Downtown Association conducted a graffiti eradication initiative the week of August 18th, 2015. This initiative was led by Detective Constable Joe Addison.

Our Service is very pleased with the results of the initiative. Unfortunately the volume of graffiti in the downtown area was substantial and not all of it could be addressed. It was very encouraging to see the various business owners, volunteers, and organizations coming together to address this issue. It was very apparent that our city has a strong desire to tackle this issue. Many people donated their time while local businesses donated materials.

The following is a list of the businesses that participated in the initiative by having graffiti eradicated from their building:

Foch Cleaners	Hair By Jane
SK Group	Source for Sports
Ensuro Insurance Group	Total Hearing
Cutters Alley	BMO
Dish Espresso Bar & Cafe	RBC
Thayer Lumber	RJ's Market
O'Neill, Delorenzi & Mendes	OATC Sault Clinic
Panna Bar & Grill	

The following groups volunteered during the initiative and I apologize in advance if any were inadvertently left off this list:

- Home Hardware (provided materials such as paint, brushes and other materials)
- Students and teachers from St. Mary's College
- Students and teachers from Superior Heights

Committed to Excellence in our Community

- Students and teachers from St. Paul's elementary school
- Offenders court ordered volunteerism from the court
- Downtown Association
- Crime Stoppers of Sault Ste. Marie & Algoma District
- Sault Ste. Marie Real Estate Board
- Sault Ste. Marie Police Service (officers, summer students, and family members)
- City of Sault Ste. Marie Engineering & Planning Department and PWT Department (staff and summer students)
- Public Utilities Commission
- volunteers from the community at large

Other agencies and businesses on their own initiative cleaned up graffiti on their own property during this initiative. This included Canada Post who cleaned up all of their street furniture throughout the city. In total they cleaned about 65 sites, their building on Queen Street East, and some postal boxes.

The Downtown Association is now developing a program where they will fund a 50% rebate to buy materials to cover up or remove graffiti from their properties. They have also identified a building owner who has offered space for artists to potentially create murals.

During the initiative we were able to arrest one of the more prolific vandals whose tag was "GOON". When the media reported his arrest, some of his associates expressed support for him in the online comments attached to the news articles. One of his more vocal associates was then arrested by members of the community while tagging a west-end business. Both persons are currently before the courts.

Since this initiative was completed, two of the locations addressed were again vandalized. Our officers cleaned up one of the business immediately after and the second is being addressed by the business owner. This demonstrates the resolve needed to have a lasting impact. Since the second cleaning these locations have not been vandalized again.

The results of the initiative were truly amazing and demonstrated a strong community resolve. I encourage Council and the Graffiti Committee to seize this momentum and to develop a similar sustainable project.

I would like to personally thank Detective Constable Joe Addison, the Downtown Association, and Home Hardware for their efforts and leadership by undertaking this initiative. Their efforts were very much appreciated.

Yours truly,



Sean P. Sparling
Deputy Chief of Police

SPS:ah

Attachment



SAULT STE. MARIE POLICE SERVICE

580 Second Line East

Sault Ste. Marie, Ontario P6B 4K1

ROBERT A. KEETCH
Chief of Police

EMERGENCY DIAL 9-1-1
TELEPHONE 705-949-6300

EXECUTIVE FAX 705-949-3082
OPERATIONS FAX 705-759-7820

August 5, 2015

Mayor C. Provenzano & City Council
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5X6

Dear Mayor Provenzano and City Council:

Re: Graffiti Initiative: August 18 – 23, 2015

Graffiti Initiative: August 18 - 23, 2015
Location: Queenstown
Intent: To cover up graffiti in Queenstown

City Council has recognized graffiti as a city wide problem and as such struck a committee to address the issue. Detective Joe Addison, Investigation Services Division is a member of this committee and the coordinator of this “Queenstown Clean-up” initiative.

Type of Graffiti Being Targeted

The common type of graffiti plaguing the city is “tagging”. This is different from street art or murals. The “tags” are essentially the vandal’s signature or moniker. In Sault Ste. Marie these “tags” are not gang related as we have no organized street gangs.

“Tagging” is a criminal act of mischief and charges have been laid in the past. A small group of youthful offenders are responsible for the majority of the graffiti. Many are already known to police. This initiative will include an investigative, crime prevention, and enforcement component.

Strategy

This initiative is only one of many undertaken in the city. The City of Sault Ste. Marie and the Sault Ste. Marie Innovation Centre partnered to map and catalogue the graffiti. The NORDIK Institute launched the “Graffiti Reframed Project”. The Neighbourhood Resource Centre on Gore Street has conducted community clean-ups that included covering graffiti in their area. Other groups are finding artistic outlets for youth to focus their energies in more positive ways.

This strategy is meant to build community mobilization efforts which include mobilizing municipal government along with community groups and volunteers to create a sustainable eradication program. Similar programs have been very successful in other communities. This includes programs in Toronto, Edmonton, and Vancouver. These programs involve graffiti being reported on a hot line.

The graffiti is then covered up by the municipality on municipality-owned property or the property owner. This eliminates the point of "tagging". In the beginning they had to cover up the graffiti a number of times before the vandals stopped. The end result was that the municipality saw a dramatic reduction in the amount of "tagging" in the city.

This initiative is one component of the overall strategy. The other components are also vitally important such as engaging with the youth and providing alternative outlets to this criminal behaviour.

Eradication Plan

The Sault Ste. Marie Police Service (D/Cst. Joe Addison) will lead this initiative beginning the week of August 18th, 2015. The Police Service will also assign two summer students. The SSMPS is very grateful for the sponsorship and support offered by Home Hardware for this initiative.

The municipality and PUC are also contributing summer students. Community volunteers have also come forward asking to assist. The Downtown Association is also providing a leadership role by engaging their membership. Business owners are being asked if they wish to have the graffiti covered up. Some may be asked if they wish to participate by having certain surfaces covered with a mural. Several private citizens have also offered to volunteer their time to assist in this project.

The Downtown Association is already working to identify locations for the eradication to occur. More will be identified during the week of the initiative. Property owners will have to consent to the work being done. The initiative will have some basic paint colours on hand as well as Graffiti Clean Up Kits. These kits will include a variety of supplies. Property owners requiring specialized removal techniques or different colours of paint will be assisted in arranging for these items. These items may not be funded due to either the volume required or the specialized skills needed in the application.

Momentum and Sustainability

This initiative is meant to mobilize various components of our community into cohesive action. There is a willingness and drive in the community to take action. Many have stepped up to assist from municipal government, business groups, good corporate citizens, and citizens at large. There will be momentum available to harness into a sustainable program. The challenge is for an organization or group to lead this momentum in an ongoing eradication program. The Police can provide the initial leadership and organizing of the event, however, it should be led long term from elsewhere within the community.

Attached to this report are details received from Toronto, Edmonton, and Vancouver on their programs.

Yours truly,



Sean P. Sparling
Deputy Chief of Police

SPS:ah

Attachments

Graffiti Clean Up Kits

The City offers free graffiti clean up kits to help property owners in Edmonton remove graffiti vandalism.

Kits are available on a limited first-come basis and include the following painting supplies:

- Paint rollers
- Brushes
- Paint trays
- Scrapers
- Gloves
- Painting rags
- Graffiti chemical removal wipes (4)



Kits also include a 25% discount certificate from Rona that may be used toward the purchase of paint.

What do I need to do to get a kit?

Complete the relevant application form and mail, fax or email it to Capital City Clean Up along with the following:

- A photo of the graffiti vandalism
- Your police incident file number

Once we have received your application form and supporting documents you will be notified where you can pick up your kit.

Am I eligible for Professional Graffiti Cleaning services?

Property owners who agree to maintain their property graffiti-free for a minimum of one year may apply to receive professional graffiti cleaning on their property to a maximum of \$500.

Property owners with the following types of buildings are encouraged to apply to the program:

- Historic buildings/raw brick/raw stucco
(Note: Some additional funding assistance is available to certain designated heritage properties. For information on removing graffiti from heritage properties, call 780-944-5470.)
- Very rough surfaces (not easily painted)
- Vinyl/metal siding or plastic surfaces
- Combination surfaces (example, some raw & painted brick)
- Second floor, higher, or awkward places

If property owners are considering applying for professional graffiti cleaning, it is very important not to attempt to remove the graffiti first, as this may hinder the effects of the professional cleaning. The exception is profane graffiti, which should be covered with white spray paint until the professional cleaners can attend to it.



Proud partner of Capital City Clean Up's Graffiti Clean Up Kits.

For more information:

Capital City Clean Up

*City of Edmonton
Beaufort Building
2nd Fl, 10835 – 120 Street
Edmonton, AB T5H 3P9*

If you need high quality images of any of our posters, contact our office.

Telephone	For Capital City Clean Up program inquiries, call 780-944-5470 To report litter, graffiti vandalism or discarded needles dial 311 (or 780-442-5311)
Fax	780-498-7098
Email	capitalcitycleanup@edmonton.ca

English -1002 anonymous pip:D:24:C:03:SC:04:1000665663:Tremclad Graffiti Remover 426G 209.105.201.44
The Home Depot. More saving. More doing.™

\$10.47

Price and availability may vary by store.

***Valid only on date printed**



TREMCLAD

Tremclad Graffiti Remover 426G

Model: 253719 | Store SKU: 1000665663

★ ★ ★ ★ ★ 5 out of 5

OVERVIEW

Tremclad® Professional Graffiti Remover removes even stubborn marks originating from spray paint, crayons, markers, ball pens and lipstick from hard surfaces such as glazed or unglazed tile, baked enamel, ceramic and brick. Not recommended for use on:

- Quickly and easily removes spray paint, crayon, marker, ink, lipstick and other common household 'graffiti' from surfaces and around the home
- Fast-acting – a single application works in under 10 minutes
- Clings to vertical surfaces without streaking

WARRANTY INFORMATION

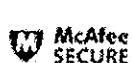
Warranty limited to the replacement of product only or refund of product purchase price. Proof of purchase required. For any inquiries call 1-800-363-0667 or visit our website at www.rustoleum.ca

SPECIFICATIONS

Assembled Depth (In Inches)	2.63 In.	CSA Certified	No
Assembled Height (In Inches)	9.45	Item Depth	8.27 In.
Assembled Weight (In LBS)	1.25 Lbs.	Item Height	9.65 In.
Assembled Width (In Inches)	2.63	Item Weight	7.5 Lbs.
Country of Origin	United States	Item Width	5.71 In.

Need help? CALL 1-800-628-0525

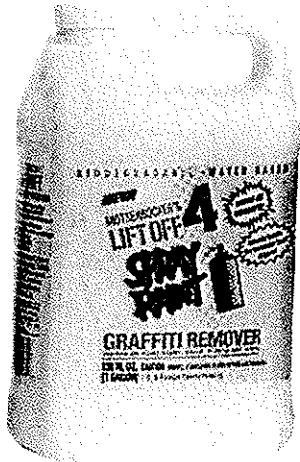
Shop with confidence at
homedepot.ca.



product page ;981478 product page prodView,event8 décor;paint;exterior paints;rust preventive exterior paint;tremclad graffiti remover 426g 5.0 Stars 1-5

More saving.
More doing.Your Store: Cumberland #121
Use Current Location or find store
Motsenbockers Model # 412-01 Internet # 100197013
1 gal. # 4 Spray Paint Graffiti Remover

★★★★★ : (8) Write a Review

**\$19.97** / each**NEARBY STORES MAY HAVE THIS ITEM**

Check Nearby Stores

PRODUCT OVERVIEW Model # 412-01 Internet # 100197013

Motsenbocker's Lift Off 1 gal. no. 4 Spray Paint Graffiti Remover Lift successfully removes aerosol paint, enamel and acrylic paints, primers, urethane enamels, sealers, and stain killers on a variety of surfaces, including unpainted surfaces, such as wood, metal, concrete, stone and brick. It also works on factory finished surfaces, including utility boxes, trash receptacles, vehicles and street signs.

- Safe for use on multiple surfaces including hard, soft and porous surfaces, street signs, tile, brick, vinyl, freeway signs, plastic, acrylic sheets, aluminum, stainless-steel, metals or alloys, fiberglass, Formica, stucco and concrete
- Water-based formula
- Non flammable
- Non-corrosive
- Received an A rating for performance by CTL (Consumer Testing Labs)
- Certified as biodegradable by scientific certification systems
- Low in Volatile Organic Compounds (VOC)
- Low-VOC formula compliant in all 50 states
- Note: Product may vary by store

SPECIFICATIONS
DIMENSIONS

Product Size (oz.) 128

DETAILS

Biodegradable	Yes	Paint Product Type	Paint Cleaners and Removers
Concentrated	No	Product Form	Liquid
Flammable	No	Product dispenser type	Plastic Bottle
Indoor/Outdoor	Indoor/Outdoor	Returnable	90-Day

Materials removed	Oil-based dry paint	Rinse required	Yes
Odorless	No		

WARRANTY / CERTIFICATIONS

Manufacturer Warranty 1 year from manufacture

SHIPPING AND DELIVERY OPTIONS

Standard Shipping includes delivery by small parcel service. Processing time varies by product.

If product is eligible for shipping to AK, HI and US Territories additional transit time and remote surcharges may apply.

Graffiti Removal Van

The Graffiti Removal Van program provides enhanced cleaning on City property.

The two vans operate from April 1 to October 31 each year in high incidence areas of the city. These areas were selected based on the high incidences of graffiti that they experience.

The Graffiti Removal Van only removes graffiti on City-owned property and is not available to private property owners.

However, Capital City Clean Up's Graffiti Management Program has additional services for property owners that may be of assistance, including the following:

[Graffiti Clean Up Kits](#)

[Graffiti Professional Cleaning Assistance Program](#)

[Graffiti Wipe Outs](#)

For more information:

Capital City Clean Up

*City of Edmonton
Beaufort Building
2nd Fl, 10835 – 120 Street
Edmonton, AB T5H 3P9*

If you need high quality images of any of our posters, contact our office.

Telephone	For Capital City Clean Up program inquiries, call 780-944-5470 To report litter, graffiti vandalism or discarded needles dial 311 (or 780-442-5311)
Fax	780-498-7098
Email	capitalcitycleanup@edmonton.ca



Web page Printout

Graffiti Management

Graffiti Plan

City staff will remove graffiti vandalism on City-owned buildings, overpasses, bridges and public parks. Staff will strive to remove any hate or gang-related graffiti within a 24-hour period. Municipal Licensing and Standards Division staff will respond to graffiti vandalism complaints and take appropriate action in accordance with the new by-law.

If you find graffiti vandalism on your property, or receive a notice, it is your responsibility to clean it up. You can either do it yourself or you can hire someone to do it for you. You may also commission an artist to create a mural or graffiti art on your property and apply for an exemption.

Toronto Police Services is a key partner and has developed a Graffiti Management Program to integrate and reflect the principles of the Ontario Mobilization and Engagement Model on Community Policing. The Toronto Police program incorporates five elements. They are enforcement, intelligence gathering/management, community partnership/engagement, education and restorative justice-diversion.

Reporting Graffiti Vandalism

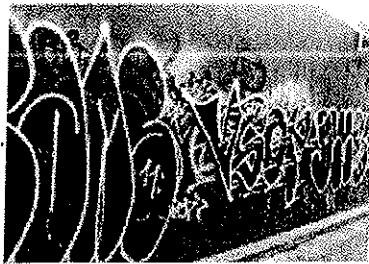
- If you are witnessing graffiti vandalism in progress, please call 911.
- To report hate or gang-related graffiti, call Toronto Police Services at 416-808-2222.
- If you see Graffiti on City or private property call 311 or report it online. You can report anonymously if you wish.
- If you have information regarding graffiti vandalism, please call Crime Stoppers at 416-222-8477.

New Graffiti By-Law

City of Toronto Municipal Code, Chapter 485, Graffiti, has been amended to reflect the new Graffiti Management Plan and to include exemptions for Graffiti art which is a legal and acceptable form of street art and is differentiated from "tagging" which is generally characterized by writing and with the act of vandalism.



Graffiti Art is defined as markings made or affixed to properties that are approved by the property owner or occupant, where the markings aesthetically enhance the surface they cover and the general surroundings, having regard to the community character and standards



Graffiti Vandalism is defined as any deliberate markings made or affixed on property that is not currently exempted or regularized by the Graffiti Panel, Executive Director or Council and: was made or affixed without permission of the owner; is considered to be a tag; for which there are reasonable grounds to believe that it may incite hatred or violence against any person or identifiable group; or contains profane vulgar or offensive language.

Graffiti Vandalism is a community concern – Get Involved!

Everyone can do their part in keeping both public and private properties free of graffiti vandalism. Help the City of Toronto and its communities stay clean and beautiful. Eliminating graffiti from walls, fences and other structures are prime ways to maintain community cleanliness and beauty.

Negative Effects of Graffiti Vandalism:

- Poses a risk to the health, safety and welfare of a community.
- Promotes a perception in the community that laws protecting public and private property can be disregarded with impunity.
- Fosters a sense of disrespect for private property that may result in increasing crime, community degradation and urban blight.
- Creates a nuisance that can adversely affect property values, business opportunities and the enjoyment of community life.

City staff work closely with property owners, community groups and local BIAs to coordinate community efforts that effectively deal with graffiti vandalism.

- Whenever possible, City staff encourage and support the formation of community-based groups, such as "adopt an area", and coordinating community-organized paint-outs and other graffiti abatement initiatives.
- Murals and Graffiti art are an effective means of deterring graffiti from appearing on structures. StreetARToronto is a new partnership program with an overall mission to counteract graffiti vandalism by developing, supporting, promoting and increasing awareness of street art and its indispensable role to add beauty and character to neighbourhoods across the city.

Reporting graffiti vandalism

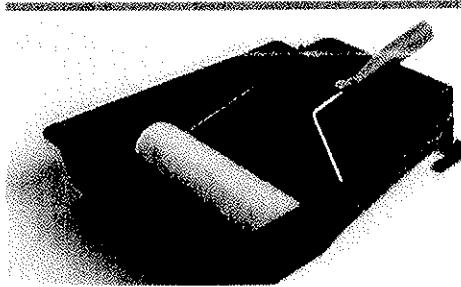
Keeping Toronto graffiti free is a top priority for the City of Toronto. All Toronto residents can help keep Toronto clean. If you see graffiti vandalism, please take the time to report it. **Call 311 or report it online.**

© City of Toronto, 1998-2015

How can I manage graffiti?

Graffiti can quickly transform a neighbourhood by making it seem unsafe, because graffiti is often associated with other crimes.

Graffiti contributes to a decline in property values, increases citizen fear, and potentially reduces retail sales for businesses. For these reasons, it is important to report and remove graffiti quickly.



Tell us about graffiti

Is the graffiti on your own property?

1. Take a photo of the graffiti.
2. Report it to the Vancouver Police.
 - **Phone:**
Non-emergency
604-717-3321
 - Report it online
3. Remove the graffiti.
 - Find out if you qualify for the Free Paint Program

Is it somewhere else?

1. Report it to 3-1-1.
You may be anonymous.
2. 3-1-1 will notify the right City department.

Report

- Everyone shares responsibility for keeping Vancouver beautiful. Residents are encouraged to report graffiti on public and private property by calling 3-1-1 and to call 9-1-1 if they see vandals in the act
- If the suspects are no longer on scene or if the damage was caused previously, call the Police non-emergency number at 604-717-3321 or report online at www.vpd.ca and use the online citizen reporting option found at Vancouver.ca/police/contact/report-a-crime.html

Record

- Document the graffiti by taking a picture of the entire tag or word from directly in front of the surface and include any small initials or markings around the edges of the tag
- Make a note of the date and time
- Forward a copy of the picture to the police with your contact information

Remove

- In order to control graffiti the City bylaw requires property owners who have been served a notice by the City to have graffiti removed within 10 days
- Do not wait for a notice to be served to you if you are a victim of graffiti

- Your building is less likely to be targeted again if the graffiti is removed quickly

If you do not remove graffiti on your property

Property owners are responsible for the cost of removing graffiti from their building.

The City does not fine the property owner but if you are served with a notification to fail to remove the graffiti, the City has the right to remove it on your behalf and will recover the cost from the property owner.

See below for some of the resources available to you to keep this problem under control.

Graffiti resources



Remove graffiti

Find out how to remove graffiti, or tagging, from your property



Answers to graffiti questions

Find answers to your questions around graffiti, tagging, murals, and more.

Graffiti Bylaw

The graffiti bylaw requires property owners to have graffiti removed within 10 days of being served a notice from the City. Graffiti that remains after being reported will be removed and the removal cost will be billed to the property owner. Graffiti is considered vandalism under the law when it is painted on private or public property without permission. The minimum fine for anyone caught writing graffiti is \$500 under the bylaw.

Vancouver Board of Parks and Recreation Vancouver Fire and Rescue Services

Vancouver Police Department Vancouver Public Library

Addison, J.

From: Addison, J.
Sent: July 21 2015 6:56 PM
To: Sparling, S. (s.sparling@ssmps.org)
Subject: Graffiti Hot Line - Vancouver

Deputy,

Here is the excerpt from the Vancouver Graffiti initiative from their Mayor. This concept can be modified to suit our City needs:

"The first thing we did was set up a "graffiti hot line" at the hall, in the Bylaw Enforcement office. Messages were left on a 24 hours basis. The telephone does not have to be manned. When the bylaw officers came into the hall, in the morning, all the addressed were taken down from the hot line. We usually had one or two dedicated bylaw officers on the road all day and blitz the problem until resolved. If the graffiti is in a shopping centre, the by-law officers met with the management of the shopping centre to ask them to have their maintenance workers paint over the graffiti in their area. The City provided whatever paint they needed, in whatever colours needed."

GREETINGS:

Now this is what we did in Delta many years ago. We eventually cleaned up all of the graffiti and have been "graffiti free" ever since.

It does take a lot of perseverance and good will amongst the residents, business owners, Council, the Bylaw officers and the cooperation of the police (should the perpetrators are identified).

I would suggest that you ask to have a delegation before Council to ask for the support of the Mayor and Council, and that they give permission to allow their staff to undertake a program to eliminate graffiti. We called it "Brighten up North Delta" Committee.

Once you have a scheduled meeting with the Council, present your ideas to them, once again, asking for their support to call together the stakeholders.

The stakeholders are, Mayor and/or Council member; Chief Executive Officer, Manager of Bylaw Enforcement; Police representative; members of the business and/or resident associations.

It is a fact that graffiti is placed on anything and everything that is in site, in order to give the violator a sense of importance. He/she loves to see their "work" displayed in public view and also can tell his/her friends that they have "tagged" so many locations. Those that have the most "tags" is the winner....

However, it is also a fact that if the graffiti is spotted at 9:00 am on Monday morning, and if it is painted over by the end of Monday or Tuesday, the violator will probably come back in a day or two to repeat his “tag”.

Once again, if spotted in the morning, attempt to paint it over the same day or the day after. You can be assured that the violator will be back a third time. Repeat as previously, and do it as soon as possible.

According to our observations, the violator will not return following his “tag” being painted over three times.

This is a painstaking process, but if you are determined to clean up your city.... It was the only way it worked for us.

Hopefully, you will have a champion for this project. If it is the Mayor, it will work really well, as he/she can get all types of media involved and the community will respond to that. The mayor and CAO can also ensure that the bylaw enforcement is done promptly and efficiently as they oversee the staff.

The first thing we did was set up a “graffiti hot line” at the hall, in the Bylaw Enforcement office. Messages were left on a 24 hours basis. The telephone does not have to be manned. When the bylaw officers came into the hall, in the morning, all the addressed were taken down from the hot line. We usually had one or two dedicated bylaw officers on the road all day and blitz the problem until resolved. If the graffiti is in a shopping centre, the by-law officers met with the management of the shopping centre to ask them to have their maintenance workers paint over the graffiti in their area. The City provided whatever paint they needed, in whatever colours needed.

If the graffiti was on roadside mailboxes, directional signs, etc. on public property, the bylaw officers made their rounds with all types of paint and continued to paint over the graffiti.

If the problem was at a particularly vulnerable gas station, for example, the city provided the paint and the bylaw officers asked the gas station attendant to continue to paint over the graffiti as soon as they saw it.

If it was on the side of an old age home, private apartment buildings, etc..... Same routine, the bylaw officers paid a visit to all who were “tagged” and provided paint for them to cover the graffiti.

If it was the schools, paint was provided by the city and the School Board ensured that the maintenance personnel at each school, “knew the drill” ... Paint over it as soon as possible.

We also had support from the police department and if any of the “violators” were caught, the police attempted to get the juvenile court to require that the violators go back and paint over all their own graffiti and any others, as a form of detention.

Once you are getting a handle on it.... What we did was have the school boards and students get involved in painting murals on vulnerable (usually ugly) walls. It was our experience that if you have a beautifully painted wolf or eagle on a school wall, “violators” will not normally touch a piece of true art. Most of our schools now have murals and they beautify the school, the neighbourhood, are a sense of pride for the students and school, AND stop the graffiti. The same goes for many ugly blank concrete block walls in alley ways, in shopping centres, etc.

In our case the media blitzed the residential areas with “Let’s brighten up our city.... Let’s clean up and beautify our neighbourhoods”..... “here’s how you can help”.....

.... Call the graffiti hot line if you spot graffiti

.... If you are a homeowner and have continued graffiti, get a can of paint and continue to paint over the graffiti until the violators get tired of not seeing their “works of art”. Then paint the whole house!!!

.... Get as many organizations involved as possible.... Call the Lions Club, the Rotary, the Church Groups.... call your MP’s, MLA’s (get their picture in the paper painting over a graffiti wall); call on the girl guides and boy scouts to help; get the high schools to take more pride in their schools. Get a buy in from the community to have each person do their part to clean up the graffiti and beautify/brighten up the city.

NOW THE ONLY WAY THIS IS GOING TO WORK IS IF THE BYLAW ENFORCEMENT IS DONE. IN OUR CASE WE HAD “SPECIAL ATTENTION” PLACED ON THIS PROJECT.... IT WAS THE TOP PRIORITY FOR A NUMBER OF BYLAW ENFORCEMENT OFFICERS UNTIL THE JOB WAS DONE. THEIR RESULTS WERE MONITORED BY THE “BRIGHTEN UP SAULT STE. MARIE” COMMITTEE (IN OUR CASE OF COURSE IT WAS “BRIGHTEN UP NORTH DELTA”).

If the Mayor and Council, or if the CAO, or Police or Bylaw Enforcement officers are not excited about the program and get it done quickly and efficiently.... It will surely fail.

Since I was the Mayor.... I simply made it happen, once we got the permission of Council to provide the paint needed.... (a few thousand dollars as I recall)..

I wish you well... hope it works.... There is something about “civic pride” which brings people into town and with your beautiful flower planters (expand these to encompass more of the areas of the city that need a new facelift) this should give everyone, including the businesses in the area, the lift they need to “take the city back from the violators”.

Hope it works for you...

Lois E. Jackson
Mayor of Delta



Detective Constable
Joe Addison #279
Investigation Services
Sault Ste. Marie Police Service
580 Second Line East
Sault Ste. Marie, Ontario
P6B 4K1
705 949 6300 ext. 386
j.addison@ssmps.org



CITY COUNCIL RESOLUTION

Date: November 18, 2013

Agenda Item

MOVED BY
SECONDED BY

Councillor
Councillor

S. Myers
S. Butland

Whereas graffiti or tagging is a community wide problem and
Whereas it will require a community wide strategy in order to reduce or eliminate this "mischief crime" and
Whereas the presence of graffiti detracts from the attractiveness of our naturally gifted community and
Whereas there are examples of effective and creative solutions in other municipalities when engaging a number of community organizations,
Therefore be it resolved that City Council takes the lead in establishing a special committee of Council made up of members of Council, appropriate City staff and representation from Police Services, the Downtown Association, the Art Gallery of Algoma and others, to review some of the best practices in other communities and
Further be it resolved that the task force reports back to City Council within six months with preliminary findings regarding a made-in-Sault Ste. Marie approach to reducing this problem activity.

CARRIED
 REFERRED

DEFEATED
 OFFICIALLY READ NOT DEALT WITH

AMENDED

DEFERRED

SIGNATURE

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

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

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



COUNCIL REPORT

September 14, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Scott
DEPARTMENT: Public Works and Transportation Department
RE: August 2015 Amendment to By-Law 90-305

PURPOSE

The purpose of this report is to update By-law 90-305, which appoints municipal law enforcement officers.

BACKGROUND

By-law 90-305 is a By-law appointing special constables and is amended from time to time.

ANALYSIS

Not applicable.

IMPACT

There is no budgetary impact.

STRATEGIC PLAN

This is an optional activity, not articulated in the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

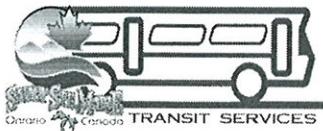
By-law 2015-161 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,


Don Scott
Manager of Transit and Parking

Recommended for approval


Larry Girardi
Commissioner of Public Works
and Transportation



Mr. Don Scott
Manager of
Transit and Parking

Public Works and Transportation
Department
Transit / Parking Division
111 Huron St.,
Sault Ste. Marie, ON P6A 5P9
Tel: (705) 759-5320
Fax: (705) 759-5834

2015 08 11

Nuala Kenny, City Solicitor
Legal Department
Civic Centre

RE: MUNICIPAL LAW ENFORCEMENT OFFICERS

On January 24, 1996 City Council approved By-law 96-15, which amended Schedule "A" to By-law 90-305, being a by-law to appoint Municipal Law Enforcement officers for the issuing of parking infractions on private property.

Schedule "A" of this by-law lists all officers that are eligible to issue tickets. The following individuals have applied to be a Municipal Law Enforcement Officers in regards to parking and have been approved by the Police Services and the Parking Section for this position.

<u>NO.</u>	<u>NAME</u>	<u>EMPLOYER</u>	<u>PROP. LOCATION</u>
644	Santa Maria, Robert	City of Sault Ste Marie	John Rhodes/ Essar Centre/Northern Community Centre
645	Randall, Joseph	G4S Secure Solutions	Sault Airport/Hospital

Would you please amend By-law 96-15 with the new attached Schedule "A".

Thank you.

Yours truly,

Don Scott
Manager of Transit and Parking

SCHEDULE "A"

<u>BADGE</u>	<u>SPECIAL CONSTABLE</u>	<u>EMPLOYER</u>	<u>PROPERTY LOCATION</u>
26	MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST.
30	RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
109	SEBECIC,JOHN	DENTAL BUILDING	946 & 216 QUEEN ST E
138	CAIN,JOSEPH	CITY OF SAULT STE MARIE	BELLUVUE MARINA & BONDAR MARINE & PARK
151	PARR,DEREK	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
153	TASSONE,VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163	BUMBACCO,PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
178	D'AGOSTINI,ROSEMARY DR.	RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
196	MCGRAYNE, LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
241	COGHILL,ROBIN	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
248	CHAN,GILBERT	DR. RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
249	CHO,LINDA	DR. RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
253	TRAVSON,TERRANCE	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
267	CORBIERE,JOHN (TED)	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
276	SMITH,DENNIS,ROBERT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
321	LORENZO,COREY	NORPROP SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
334	MILLER,BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
335	GROSSO,DONALD	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
344	HARPE,KEN	HOLIDAY INN.	320 BAY ST.
346	HAZLETON,MARGARET	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/BONDAR MARINE & PARK/STRATHLCAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
366	TROINOW,VICTORIA	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
369	CARMICHAEL,MARY	ONT.FINNISH HOME ASS.	725 NORTH ST.
370	HANSEN,LOUIS	ONT.FINNISH HOME ASS.	725 NORTH ST.
372	BENOIT,ALAIN	ONT.FINNISH HOME ASS.	725 NORTH ST.
374	TAAVEL,ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
376	FINN,ROBERT	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
391	MCLEOD,HEATHER	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
397	LAFRAMBOISE,YVON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
400	JOHNSON,MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
410	POYNER,HAROLD	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
411	MOORE,ROBERT	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR JOHN RHODES/QE SPORTS COMPLEX
420	FABIANO,ANTONIO	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
430	RUSCIO,DOMINIC	MAJOR.CONTRACTING LTD	DAY'S INN HOTEL
435	TRAMBLE,GEORGE	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOGS AREA/JOHN RHODES/QE SPORTS COMPLEX
441	WILSON,DAVID	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOGS AREA/JOHN RHODES/QE SPORTS COMPLEX
442	MACLENNAN,MATTHEW	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOGS AREA/JOHN RHODES/QE SPORTS COMPLEX
443	MARCIL,MARK	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOGS AREA/JOHN RHODES/QE SPORTS COMPLEX
446	HALLIDAY,DANA	SAULT COLLEGE	443 NORTHERN AVE.
456	CONEYBEARE,KEVIN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
459	SLEEMAN,RAY	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
460	BOUGIE,DAN	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
463	MORIN,ALEX	CORPS OF COMM.	
464	DITOMMASO,RYAN	2220917 ONT. INC	489 BAY ST/535 QUEEN ST E
465	DELAVALLE,DON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
470	WOOLEY,NATHANIEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
480	TELFORD,JASON	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
481	FORD,BRIAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
484	MCLEOD,VIRGINIA	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/BONDAR MARINE & PARK/STRATHLCAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
486	LONGO,NADIA	GT.NORTHERN RETIREMEN	760 NORTHERN RD.
487	ROUGEAU,MARISA	GT.NORTHERN RETIREMEN	760 NORTHERN RD.
488	LEFLEUR,MARILYN	GT.NORTHERN RETIREMEN	760 NORTHERN RD.
489	MCQUEEN,WANDA	GT.NORTHERN RETIREMEN	760 NORTHERN RD.
490	LUXTON,JEFF	GT.NORTHERN RETIREMEN	760 NORTHERN RD.
493	BROWN,FRASER	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
501	QUARRELL,ROBERT	PANORMIC PROPERTIES	621,627,631 MACDONALD AVE
502	HAMEL,CHRIS	PANORMIC PROPERTIES	621,627,631 MACDONALD AVE
503	HAMEL,MELANIE	PANORMIC PROPERTIES	621,627,631 MACDONALD AVE
511	ADAIR,BRENDAN	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOGS AREA/JOHN RHODES/QE SPORTS COMPLEX
512	DIMMA,JUSTIN	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOGS AREA/JOHN RHODES/QE SPORTS COMPLEX
516	GAY,JAMES	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
517	ROY,BRENDA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
522	MCNAMA,STEVEN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
523	MCBRIDE,GUY	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR PARK&DOGS AREA/JOHN RHODES/QE SPORTS COMPLEX
526	JOHNSTON,CORY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
537	GRAWBARGER,KYLE	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
541	DIMMA, WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER

542	RALPH,NANCY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES/JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/QE SPORTS COMPLEX
547	LIEPA,MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON,ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR. (CIVIC CENTRE)
552	SENEGAL,DANIEL	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APM/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
556	ARCAND,SCOTT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
562	DEARING,SCOTT	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APM/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
565	LISCUMB,GERALD	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APM/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
566	SWEET,WILLARD	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES/JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/QE SPORTS COMPLEX
568	PICK,DENNY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES/JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/QE SPORTS COMPLEX
569	ZEPPA,JACOB	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
573	RHODES,LILIAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES/JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/QE SPORTS COMPLEX
574	BOUCHARD,DARYL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES/JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/QE SPORTS COMPLEX
580	CHARETTE,ROBERT	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES/JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/QE SPORTS COMPLEX
581	PAVONI,JORDAN	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APM/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
582	MAITLAND,DARLA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES/JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/QE SPORTS COMPLEX
583	MADIGAN,LORRI ANNE	PANORMIC PROPERTIES	621,627,631 MACDONALD AVE
587	GIULETTI,MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
589	TWENTYMAN,DANIEL	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APM/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
594	PELOSO,MATT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
596	WAGNER,TODD	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
599	BUMBACCO,CARL	CB HOME INSTALLTIONS	321 JOHN ST /342,346 ST GEORGE'S AVE.
601	HART,JASON	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APM/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
602	GREENWOOD,LESLIE	GREENWOOD HARDWARD	41 ALBERT ST W
603	LAMMING,DAVE	CITY OF SAULT STE MARIE TRANSIT SERVICE AREA	
604	WAGNER,MATTHEW	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES/JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/QE SPORTS COMPLEX
606	SHEWFELT,CHERYL	PANORMIC PROPERTIES	621,627,631 MACDONALD AVE
607	FROST,CHRISTIAN	CITY OF SAULT STE MARIE TRANSIT SERVICE AREA	
608	ALISAT,THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609	ROBINSON,SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
610	GREGANITI,BARETT	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES/JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/QE SPORTS COMPLEX
611	MIZZI,PRESTON	WENDY'S	1 QUEEN ST W
613	SULLIVAN,SHAWN	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APM/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
617	SAVAGE,SAMUEL	G4S SECURITY	SAULT AIRPORT / HOSPITAL
618	DEWING,SANDRA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES/JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/QE SPORTS COMPLEX
619	BERTO,DEBORAH	GATEVIEW REALTY INC.	304-310 ALBERT ST E/420 A&B PRINCESS
620	FERA,NORMAN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
622	PROULX,PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON,BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHAILOUK,JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
626	CHARRON,ROBERT	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES/JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/QE SPORTS COMPLEX
627	BAKER,WMILLIAM	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E
628	DEWAR,JEFFREY	G4S SECURITY	SAULT AIRPORT / HOSPITAL
630	LAFRAMBOISE,CORY	G4S SECURITY	SAULT AIRPORT / HOSPITAL
631	MACMILLER,TYLER	G4S SECURITY	SAULT AIRPORT / HOSPITAL
632	SAVAGE,MATT	G4S SECURITY	SAULT AIRPORT / HOSPITAL
633	HILL,MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES/JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARI/JOHN RHODES/QE SPORTS COMPLEX
634	TIBBLES,COLLEEN	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E
635	BROUILLARD,BERNARD	EMBE SECURITY	
636	KLYM,TIMOTHY	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APM/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
637	TOMASONE,LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD.
640	BRUNI,MICHAEL	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APM/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
641	WILHEM,CHARLES	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APM/556 QUEEN ST/STRATHLCAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
642	COULTER,BRANT	CITY OF SAULT STE MARIE	BELLUVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
643	SHAW,KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
644	SANTA MARIE,ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
645	RANDALL,JOSEPH	G4S SECURITY	SAULT AIRPORT / HOSPITAL



COUNCIL REPORT

September 14, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Scott, Manager of Transit and Parking
DEPARTMENT: Public Works and Transportation Department
RE: Costs Associated with Purchase of New Nova Bus

PURPOSE

The purpose of this report is to inform you that \$8,215 in non-refundable HST was not included in the original budget request of \$475,000 to purchase one new Nova Bus.

BACKGROUND

At their meeting on May 11 2015, Council approved staff to proceed with the purchase and delivery of one 40 foot low-floor bus from the Nova Bus Corporation for a price of \$475,000 plus taxes.

ANALYSIS

Upon review of the final quote to build the bus from Nova Bus, City staff realized that \$8,215 in non-refundable HST was not accounted for in the original budget price of \$475,000.

IMPACT

Funding for the \$8,215 in non-refundable HST will be charged to the current Transit Equipment Reserve account.

STRATEGIC PLAN

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

Report to Council – Costs Associated with Purchase of New Nova Bus

2015 09 14

Page 2.

RECOMMENDATION

It is therefore recommended that Council take the following action:

It is recommended that Council approve staff to proceed with using available funds in the Transit Equipment reserve to cover the additional bus purchase cost of the \$8,215 in non-refundable HST.

Respectfully submitted,



Don Scott
Manager of Transit and Parking

Recommended for approval



Larry Girardi
Commissioner of Public Works and
Transportation



COUNCIL REPORT

September 14, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Nancie Scott, Accessibility Coordinator
DEPARTMENT: Social Services Department
RE: Reallocation of Accessibility Reserve Funds for Actuators at the Roberta Bondar Pavilion/Marina

PURPOSE

The purpose of this report is to obtain council approval for the reallocation of Accessibility Reserve Funds in the amount up to \$10,000 for the purpose of installing actuators for three barrier free public washrooms at the Roberta Bondar Pavilion/Marina.

BACKGROUND

This request is based on feedback submitted to The Accessibility Coordinator through the City of Sault Ste. Marie website's "Report A Barrier" form. The City of Sault Ste. Marie is committed and guided by four core principles of Dignity, Independence, Integration and Equal Opportunity and supports the full inclusion of persons as set out in the Canadian Charter of Rights and Freedoms, and the Accessibility for Ontarians with Disabilities Act, 2005. The City uses its barrier removal budget to reduce accessibility barriers for the corporation's properties assets and community spaces.

ANALYSIS

The Ontario Building Code (OBC) states that "power door operators at the entrance door to all barrier-free and universal washrooms" are required to be considered accessible. Installing actuators at the Bondar Pavilion/Marina will help the Accessibility Division in achieving its goal of increasing accessibility across the City of Sault Ste. Marie.

Although compliance with the updated OBC is only required to new buildings and large renovations this update would remove barriers for people with disabilities in our community.

**Report to Council – Reallocation of Accessibility Reserve Funds for
Actuators at the Roberta Bondar Pavilion/Marina**

2015 09 14

Page 2.

IMPACT

The City of Sault Ste. Marie has asked the community to identify, remove and prevent barriers for people with disabilities. This work will remove a barrier that has been identified by the community.

STRATEGIC PLAN

Although not specifically identified, this is linked to Commitment to citizens and community under our Corporate Values.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Council approve the reallocation of approximately \$10,000 to be used from the Accessibility Reserve Fund to be used for the installation of actuators at the Roberta Bondar Pavilion/Marina.

Respectfully submitted,

Recommended for approval

Nancie Scott
Accessibility Coordinator

Mike Nadeau
Commissioner Social Services



COUNCIL REPORT

September 14, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Nancie Scott, Accessibility Coordinator
DEPARTMENT: Social Services Department
RE: Reallocation of Accessibility Reserve Funds for Visual Fire Alarms at the John Rhodes Community Centre

PURPOSE

To obtain council approval for the reallocation of Accessibility Reserve Funds in the amount up to \$ \$10,500.00 for the purpose of installing visual fire alarms at the John Rhodes Community Centre.

BACKGROUND

This request is based on feedback from a public input session held on September 15, 2014 to identify priorities for the multi-year plan. A hearing impaired individual raised the concern that there was no visual fire alarm in the family change room on the pool side after taking her three year old child swimming. If there was a fire that she would be unaware of the sounding alarm.

The John Rhodes Pool is a public space and the Accessibility Committee recognized this to be a safety concern for people with hearing disabilities.

ANALYSIS (if applicable)

The need to include visual fire alarms was put into the Ontario Building Code on January 1st 2014. The most recent update (January 1st 2015) states that “smoke alarms will be required to include a visual component conforming to National Fire Protection Association” for it to be considered accessible.

Although compliance with the updated OBC is only required to new buildings and large renovations, this update would remove a substantial barrier for people with disabilities.

Report to Council – Reallocation of Accessibility Reserve Funds for Visual

Fire Alarms at the John Rhodes Community Centre

2015 09 14

Page 2.

IMPACT

The City of Sault Ste. Marie has asked the community to identify, remove and prevent barriers for people with disabilities. This work will remove a barrier that has been identified by the community

STRATEGIC PLAN

Although not specifically identified, this is linked to Commitment to citizens and community under our Corporate Values.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Council allow the reallocation of up to \$10,500 to allow for the installation of visual fire alarms at the John Rhodes Community Centre

Respectfully submitted,

Recommended for approval

Nancie Scott
Accessibility Coordinator

Mike Nadeau
Commissioner Social Services

Rachel Tyczinski

Subject: FW:

From: Terry Sheehan
Sent: Monday, September 14, 2015 3:00 PM
To: City Clerk
Subject:

Greetings Malcolm,

Would you please ask Mayor Provenzano to advise Council and the public at the September 14th meeting that I will be absent for the two meetings in September and one meeting in October as a result of my candidacy in the Federal election. I am also asking that my honorarium and car allowance not be paid at this time.

Thank you,
Terry Sheehan



COUNCIL REPORT

September 14, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Stephen Turco, MCIP, RPP, Planner
DEPARTMENT: Engineering and Planning Department
RE: A10-15-Z – 9 Poplar Avenue – Deferral Request

PURPOSE

To rezone the subject property in order to permit a three (3) unit townhouse apartment.

PROPOSED CHANGE

The applicant, Spina Brothers Inc. is seeking a rezoning from "R2" (Single Detached Residential Zone) to "R3.S" (Low Density Residential Zone with a Special Exception) to permit parking in the required front yard.

Subject Property:

- Location – Located at the southwest intersection of Poplar Avenue and Borron Avenue, civic no. 9 Poplar Avenue.
- Size – Frontage 36.6m (120'); Depth 38.1m (125'), Area 0.14ha (0.35 acres)
- Present Use – Vacant Residential Land
- Owner – Spina Brothers Inc.

BACKGROUND

This application was on Council's agenda at their meeting on May 11, 2015. At that meeting, although supportive of the proposed townhouse development in principle, staff was concerned that the applicants did not address how the development details were compatible with the existing character of the area. In addition, the subject property is located within close proximity of a known, archeological resource. It should also be noted that there was significant neighbourhood opposition to the proposed townhouse units.

2015 09 14

Page 2.

ANALYSIS

For the reasons outlined above, staff recommended that the application be deferred, to allow the applicants and the neighbours to discuss details of the development such as architectural elements, building materials, colours, landscaping, and parking options, and to allow for the completion of an archeological assessment.

The application was deferred to September 14, 2015. However, at this time, the applicants are still in the process of gathering information and estimates, and have asked for an additional deferral to the meeting of November 23, 2015.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Planning Division, dated September 14, 2015, be accepted and that Council defer application A-10-15-Z, requesting a rezoning from "R2" (Single Detached Residential Zone) to "R3.S" (Low Density Residential Zone with a Special Exception) to permit parking in the required front yard, to November 23, 2015.

Respectfully submitted,

Stephen Turco, MCIP, RPP
Planner

Recommended for approval,

Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,

Jerry Dolcetti, RPP
Commissioner Engineering & Planning

ST:ps

Attachment(s)

**LAIDLAW
PACIOCCO
DUMANSKI
SPADAFORA &
JOHNSON LLP**

LAW FIRM

DONALD B. LAIDLAW (RETIRED)
ROBERT W. PACIOCCO
ROBERT J. DUMANSKI*
CARLO V. SPADAFORA**
PAUL A. JOHNSON
MARK A. LEPORE

747 Queen Street East, Suite 202
Sault Ste. Marie, ON P6A 2A8
[t] 705 942-5856
705 949-7790
[f] 705 942-6493
705 949-5816
[e] info@ssmlawfirm.com
[w] www.ssmlawfirm.com

REPLY TO: ROBERT J. DUMANSKI

September 3, 2015

VIA ELECTRONIC MAIL cityclerk@cityssm.on.ca

Corporation of the City of
Sault Ste. Marie
P.O. Box 580
99 Foster Drive, Level 4
Sault Ste. Marie, ON P6A 5N1

ATTENTION: Mayor Christian Provenzano

ATTENTION: Members of City Council

Dear Sirs/Mesdames:

**RE: Application: Spina Brothers Inc.
Rezoning Application No. A-10-15-Z
Property: 9 Poplar Avenue, Sault Ste. Marie**

The developer is still gathering information and estimates. As a result, we are requesting a deferral of this Application to the Council Meeting on November 23, 2015.

We make this request well in advance so that Planning has the opportunity to advise the neighbours, as a courtesy to them.

Yours truly,

LAILAW PACIOCCO DUMANSKI
SPADAFORA & JOHNSON LLP


Robert J. Dumanski

RJD/msm

c.c. Mr. Steve Turco - s.turco@cityssm.on.ca
c.c. Mr. David Spina - deb-dave.spina@sympatico.ca

* Practicing as Robert J. Dumanski Professional Corporation • ** Practicing as Carlo Spadafora Professional Corporation



COUNCIL REPORT

September 14, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Stephen Turco, MCIP, RPP, Planner
DEPARTMENT: Engineering and Planning Department
RE: A-15-15-Z – 57 St. George's Avenue West

PURPOSE

The applicant is seeking Council's approval to legalize an existing triplex.

PROPOSED CHANGE

The applicant Mitchell L. Fawn, is seeking to rezone the subject property from "R.3" (Low Density Residential Zone) to "R3.S" (Low Density Residential Zone with a Special Exception) to recognize the existing triplex.

Subject Property:

- Location – Located on the south side of St. George's Avenue West, approximately 150 metres east of John Street.
- Size – Frontage: 13.7m (45'); Depth: 40m (131'); Area: 0.05ha (0.13 acres)
- Present Use – Triplex
- Owner – Mitchell L. Fawn

BACKGROUND

The existing dwelling unit is being used as a triplex, however, the current zoning; "R.3" (Low Density Residential) only permits a duplex (unless it located in the Downtown). The applicant is now seeking Council's approval to amend the Zoning By-law to allow the dwelling to be used as a triplex.

ANALYSIS

Conformity with the Official Plan

The subject property is designated Residential on Schedule "C" of the City of Sault Ste. Marie's Official Plan. The proposed triplex is consistent with the existing land use designation.

Comments

To facilitate the conversion of the existing building for the purposes of a triplex, a rezoning is required, rezoning the subject property from "R.3" (Low Density Residential Zone) to "R3.S" (Low Density Residential Zone with a Special Exception).

The policies of the Official Plan support the development of a full range of housing types and encourage a diversity of ownership and tenure forms. The plan also supports small scale intensification where appropriate.

These policies are reinforced by the 2014 Provincial Policy Statement, which encourages that Planning authorities identify appropriate locations and promote opportunities for intensification where there is appropriate infrastructure and services.

Planning staff are supportive of the required Zoning By-law amendment to legalize the existing triplex building. The subject property is located within walking distance of the Steelton commercial corridor, and is with close proximity to a number of transit routes. In addition, the proposed change would not result in any changes to the building, retaining the existing character of the building and the neighbourhood.

The proposal will require four (4) parking spaces. Three (3) parking spaces can be accommodated in behind the existing dwelling. There is one (1) existing legal non-conforming space within the required front yard. As such, no reduction in parking is required for the proposed triplex. Access to the rear spaces will be from a shared driveway between 57 and 55 St. George's Avenue West.

Consultation

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

- See attached letters – None
- No objections/comments – Building Division, Engineering Department, Municipal Heritage Committee, EDC, PWT, PUC Services, Fire Services, Accessibility Advisory Committee, Conservation Authority

IMPACT

Approval of this application will not have a negative impact on municipal finances.

STRATEGIC PLAN

This application is not directly linked to any policies contained within the City's Strategic Plan.

SUMMARY

The existing dwelling is currently being used as a triplex, which contravenes the Zoning By-law. The applicant is seeking to amend the by-law, rezoning the property from "R.3" (Low Density Residential Zone) to "R3.S" (Low Density Residential Zone with a Special Exception) to recognize the existing three units.

Given the policies outlined in both City's Official Plan and the 2014 Provincial Policy Statement, staff is recommending approval of this application. As well, given the proximity of the subject property to existing commercial services, as well as a number of public transit routes, the rezoning to facilitate the triplex is warranted.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Planning Division, dated September 14, 2015, be accepted, and that application A-15-15-Z be approved, rezoning the subject property from "R.3" (Low Density Residential Zone) to "R3.S" (Low Density Residential Zone with a Special Exception) to permit a triplex.

Respectfully submitted,

Stephen Turco, MCIP, RPP
Planner

Recommended for approval,

Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,

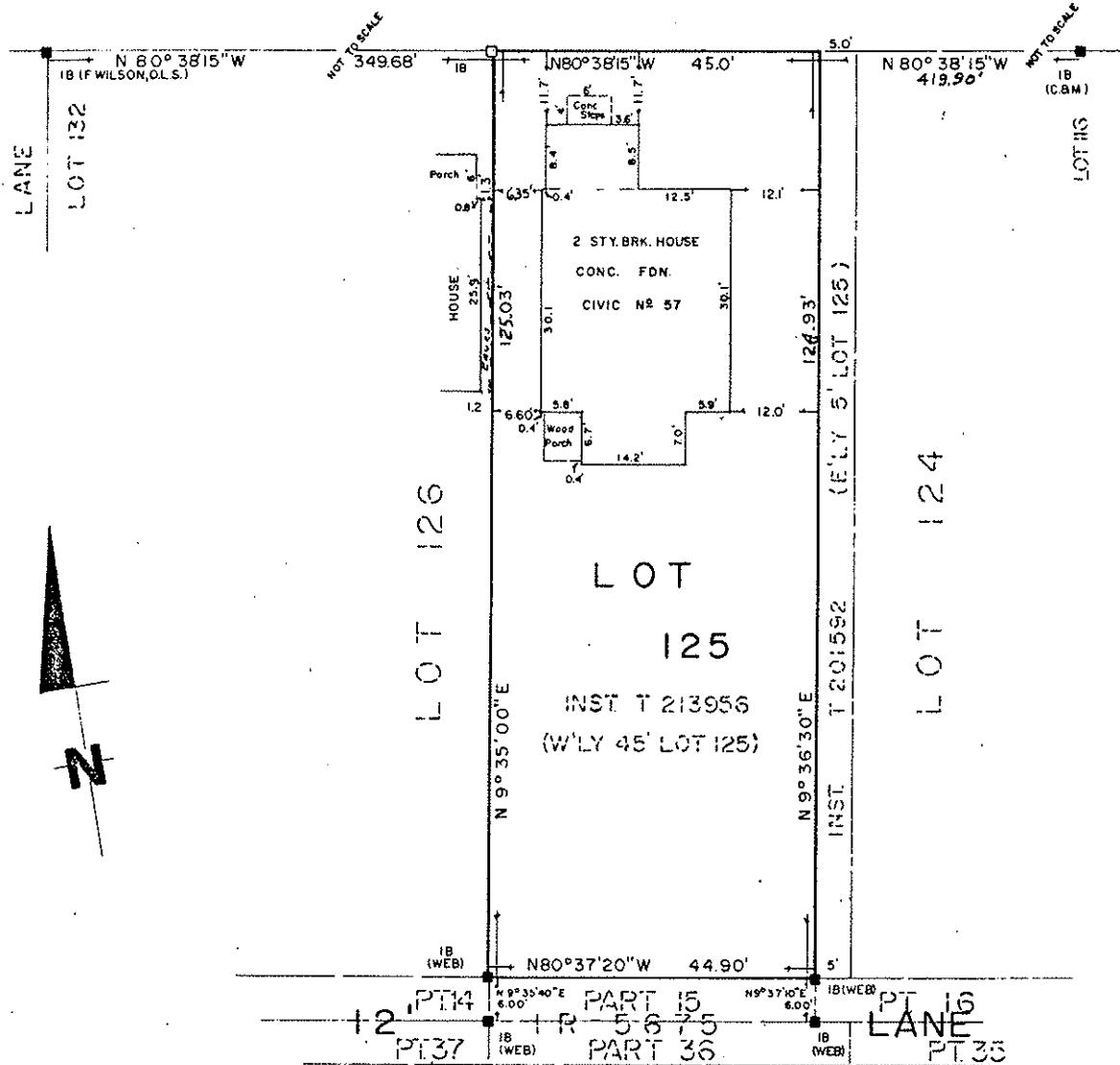
Jerry Dolcetti, RPP
Commissioner Engineering & Planning

ST/ps
Attach.

PART OF LOT 125
BROWN'S SUBDIVISION
REGISTERED PLAN N^o 453
CITY OF SAULT STE. MARIE
DISTRICT OF ALGOMA

SCALE 1 Inch = 20 Feet

ST. GEORGE'S AVENUE



SURVEYOR'S CERTIFICATE

NOTES

- BEARINGS ARE ASTRONOMIC AND ARE REFERRED
TO THE NORTHERLY LIMIT OF PART 15
AS SHOWN IN REFERENCE PLAN IR-5675
HAVING A BEARING OF N 80° 37' 20" W

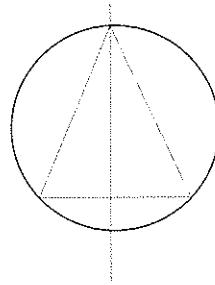
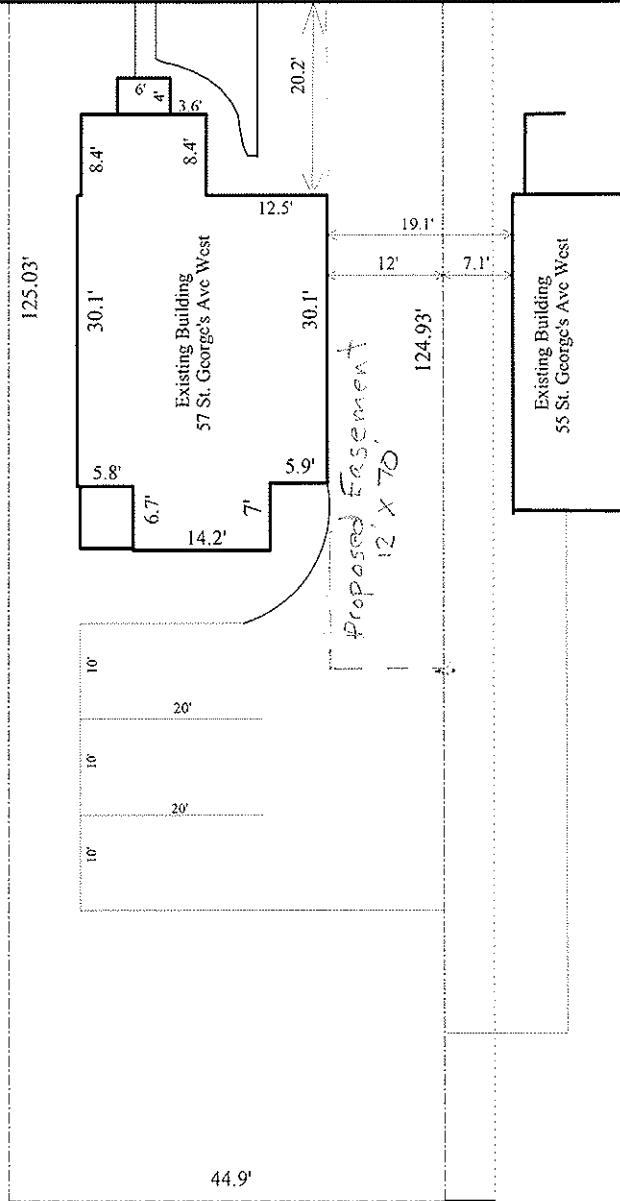
THIS PLAN IS FOR MORTGAGE SURVEYS ONLY
AND IS NOT TO BE USED WHEN IMPRESSED WITH
THE SEAL OF THE SIGNED SURVEYOR

APRIL 10th, 1984
SAULT STE MARIE, ONT

William E. Bokan
WILLIAM E. BOGAN
ONTARIO LAND SURVEYOR

WM E BOLAN LTD.
ONTARIO LAND SURVEYORS
100 BRUCE STREET
SAULT STE MARIE, ONTARIO

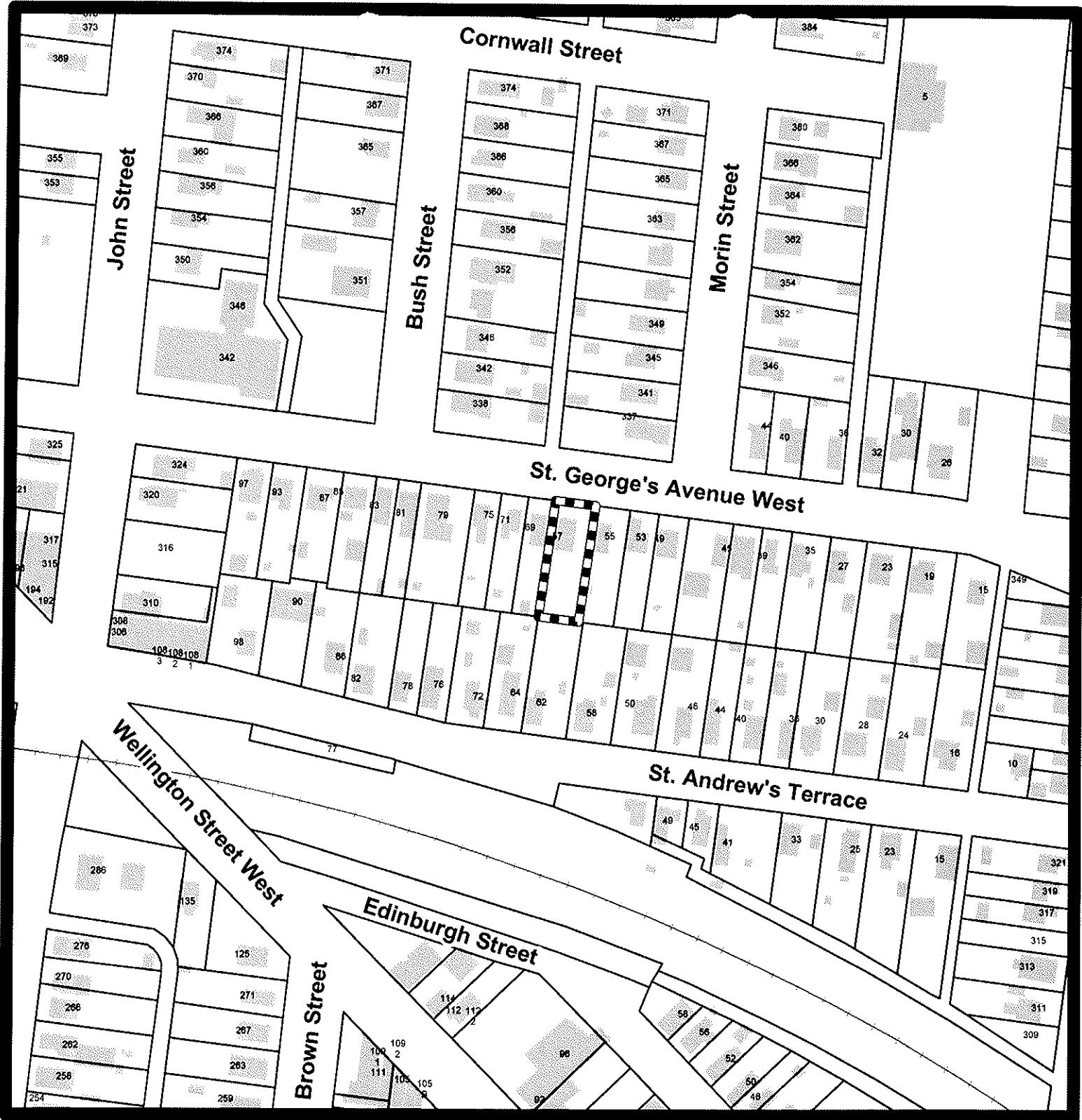
St. George's Ave West



NORTH
Scale 1" = 20'

July 2, 2015 W.J.W.

Planning Advisory Services



SUBJECT PROPERTY MAP

57 ST. GEORGES AVENUE

Planning Application: A-15-15-Z



METRIC SCALE
1 : 1800

ROLL NUMBER
040-017-052-00

**MAP NUMBERS
40 & 1-47**

MAIL LABEL ID
A-15-15-Z

Legend



Subject Property = 57 St. Georges Avenue West, Mississauga, Ontario L4Y 1A1
Page 11 of 357



2012 ORTHO PHOTO

57 ST. GEORGES AVENUE

Planning Application: A-15-15-Z

Legend



Subject Property = 57 St. Georges Avenue West

Page 142 of 357



METRIC SCALE
1 : 1800

ROLL NUMBER
040-017-052-00

MAP NUMBERS
40 & 1-47

MAIL LABEL ID
A-15-15-Z



EXISTING ZONING MAP

57 ST. GEORGES AVENUE

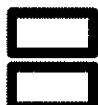
Planning Application: A-15-15-Z



METRIC SCALE
1 : 1800



Subject Property = 57 St. Georges Avenue West



C1 - Traditional Commercial Zone



R3 - Low Density Residential Zone



I - Institutional Zone

ROLL NUMBER
040-017-052-00

MAP NUMBERS
40 & 1-47

MAIL LABEL ID
A-15-15-Z



COUNCIL REPORT

September 14, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Peter Tonazzo, MCIP, RPP, Planner
DEPARTMENT: Engineering and Planning Department
RE: A-16-15-Z.OP – 475 Trunk Road

PURPOSE

The applicant is seeking Council's approval to allow office space to occupy the entire building.

PROPOSED CHANGE

The applicant, Sar-Gin Developments (Sault) Ltd., is seeking an Official Plan Amendment to permit major office space to locate outside of the defined downtown. The applicant is also requesting a rezoning from "C4" (General Commercial Zone) to "C4.S" (General Commercial Zone with a Special Exception) to permit the entire building to be utilized for office uses.

Subject Property:

- Location – The subject property is located on the south side of Trunk Road, approximately 175m (574') east of its intersection with Shannon Road
- Size – Approximately 73m (240') frontage by +/-128m (420') depth totalling 0.93ha (2.3acres)
- Present use – Vacant, Former Retail (Liquidation World)
- Owner – Sar-Gin Developments (Sault) Ltd.

BACKGROUND

Originally home to the 'Wheelies' roller skating rink, the building has been occupied over the years by a number of commercial uses, most recently Liquidation World. The building has been vacant for the past 2 years.

The applicant wishes to renovate the building into a multi-tenant commercial plaza. The applicant is seeking Council's approval to permit up to 100% of the building to be occupied by offices, in addition to the other uses permitted within

the existing General Commercial Zoning (C4). The applicant is seeking this approval for greater flexibility in attracting various commercial tenants.

ANALYSIS

Conformity with the Official Plan

The front +/-55m (180') of the subject property is designated Commercial on Land Use Schedule 'C' of the Official Plan, with the remaining rear portion of the property designated 'Residential'. Part VII Section 1.2 of the Official Plan notes '*the boundaries between land use designations on Schedule 'C' are fixed only where they coincide with physical features such as; streets, railways, rivers or streams...*' In this case, the Commercial/Residential interface does not coincide with a physical feature, and is therefore not fixed. Consequently, it is the Commercial Policies of the Official Plan that apply to this particular application.

The applicant is seeking an Official Plan Amendment to permit 'major office space' to occupy the subject property, which is not located within the defined downtown. The Zoning By-law defines major office space as greater than 300m². The applicant is proposing to redevelop the existing building to create a strip mall, with the ability to occupy the entire building with office uses, potentially totalling up to 1745m² (18,770sq.ft.).

OP Policy C.4 states that '*the Downtown should be maintained as the primary administrative, business and cultural centre of the community...Construction of major office buildings outside of the Downtown area shall be discouraged and new office buildings shall be encouraged to locate in the Downtown core.*' One could argue that this particular policy only relates to the construction of new major office buildings; however the zoning by-law implementation is such that the policy also applies to the conversion of existing commercial buildings. In contrast, the introduction to the Commercial Policies states "*the main emphasis shall be to maximize the use of existing commercial space.*" To this end, an appropriate balancing of policies is required. Strengthening the downtown is a priority, and maintaining the downtown as the administrative centre of the community is an important part of achieving this goal, but so too is supporting the adaptive reuse of existing commercial buildings.

In recognizing the need to better balance these policies, as part of the Comprehensive Official Plan Review exercise, Planning staff is recommending that existing buildings be explicitly permitted to be fully occupied by office space, regardless of the existing size of the building.

Comments

Referring to the attached site plan and conceptual renderings, the applicant is proposing significant improvements to the existing building. The resulting

development would function like a strip mall, similar in form to the existing ‘Sargin Centre’ on Great Northern Road, with individual storefronts located on the front and east sides of the building. The proposal will adhere to the setback, parking and landscaping requirements as set out in zoning by-law 2005-150.

The applicant has indicated that only a small portion of the building currently has a prospective tenant, and that it is hoped that a variety of commercial uses will be accommodated throughout the building. The applicants are simply asking for an increase in office space resulting in greater flexibility in attracting tenants.

Consultation

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

- See attached letters - None
- No objections/comments – Building Division, Engineering Department, PWT, EDC, Fire Services, PUC Services, Conservation Authority, Accessibility Advisory Committee

Up to the drafting of this report, no objections or concerns have been received.

IMPACT

Approval of this application will not impact municipal finances.

STRATEGIC PLAN

This application is not linked to any specific policies contained within the Corporate Strategic Plan.

SUMMARY

Permitting existing buildings to be occupied by major office space represents an appropriate balancing of two very important goals, first, maintaining the downtown as the administrative core of the community, and second, facilitating the reuse of existing commercial buildings. While it remains planning staff’s opinion that new major office buildings should be constructed in the downtown, this particular proposal represents an appropriate redevelopment of an existing building. The applicants are proposing significant renovations to the building, which is welcome along this part of Trunk Road, which has seen very little redevelopment or revitalization in several years.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the Report of the Planner, dated 2015 09 14 be accepted, and that Council approves Official Plan Amendment by way of a notwithstanding clause to Commercial Policy C.4 to permit up to 100% office space occupancy, within the existing building. Furthermore, it is recommended that Council rezone the subject property from General Commercial Zone (C4) to General Commercial

A-16-15-Z.OP – 475 Trunk Road

2015 09 14

Page 4

Zone (C4.S) with a special exception to permit the entire Gross Floor Area of the existing building to be occupied by office uses, in addition to the uses permitted in the General Commercial Zone (C4).

Respectfully submitted,



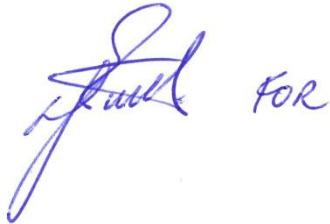
Peter Tonazzo, MCIP, RPP
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

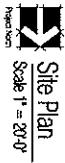
Recommended for approval:


J. Dolcetti FOR

Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

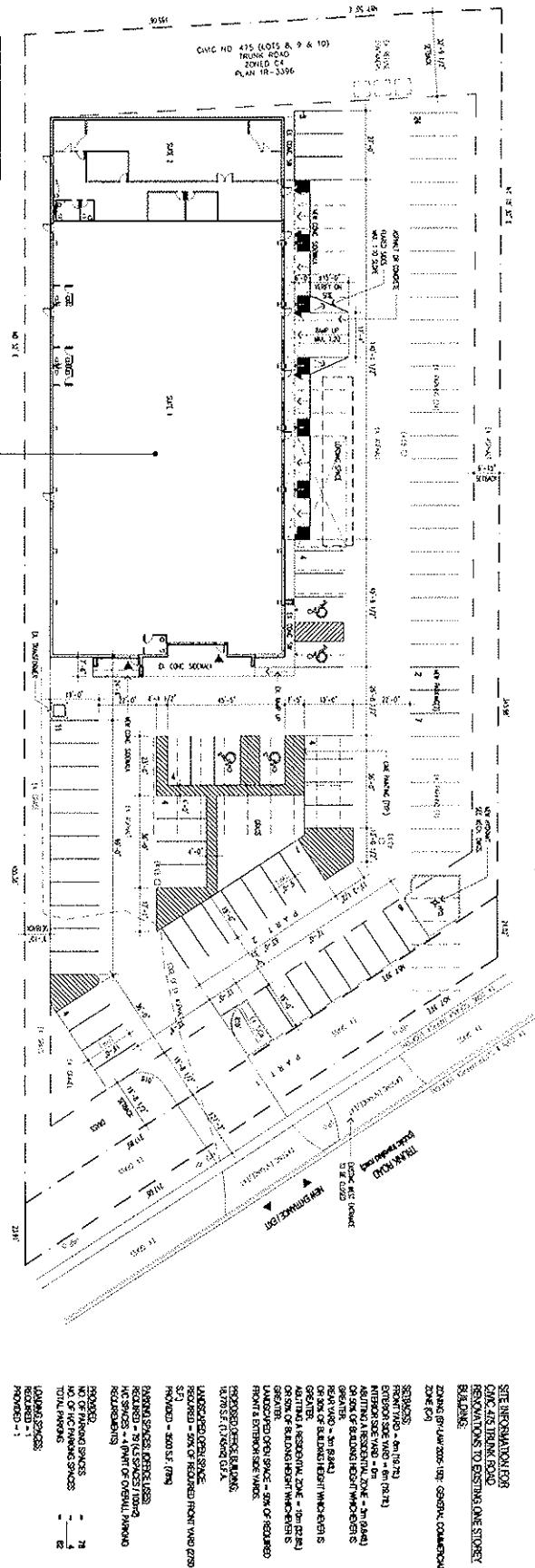
PT:ps
Attach.

A large, faint watermark is printed diagonally across the page. The text "DRAFT FOR CONSTRUCTION USE ONLY" is repeated twice, once in a larger font and once in a smaller font below it. The letters are in a bold, sans-serif font.



Scale
1" = 20'-0"

[NEW USE = OFFICES]
TOTAL GFA 18,700 SF
(1,745m²)



**SITE INFORMATION FOR
CMC 475 TRUNK ROAD
RENOVATIONS TO EXISTING ONE STOREY
BUILDING.**

Site Plan

Start	1 st = 20° 0'	End
Date	17 July 2016	
Measured by	F. Pastore	
Number	direction	M. Sahnz
1473		

Building Retrofit- Stage 1
Sar-Gin Developments (Sault) Ltd.
475 Trunk Road
Sault Ste. Marie, Ontario

COMMERCIAL CENTRE

475 TRUNK RD. FACADE IMPROVEMENTS

ePOH



COMMERCIAL CENTRE

475 TRUNK RD. FACADE IMPROVEMENTS

ePOH

- 1
- 2
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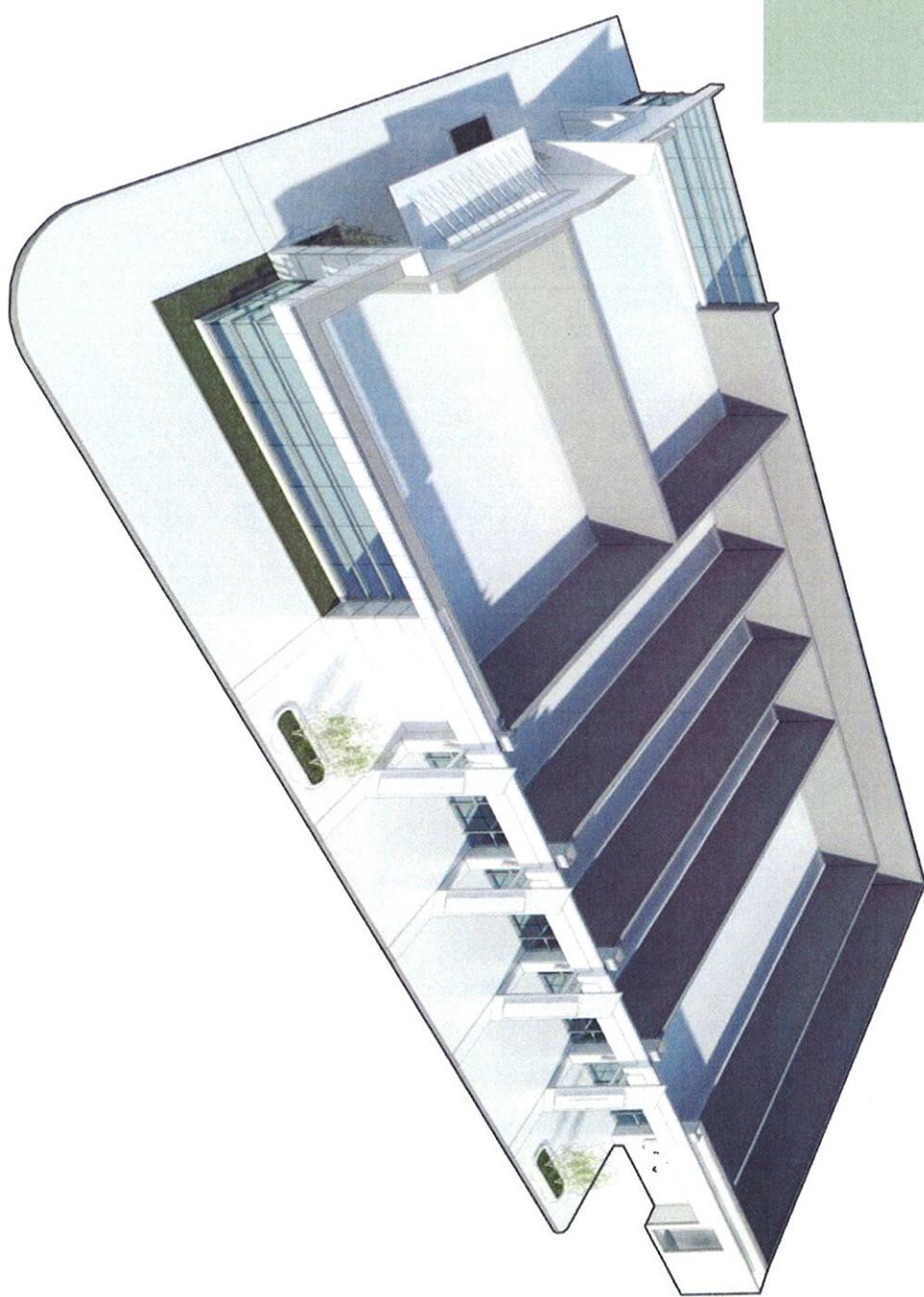
SERVICE CORRIDOR



COMMERCIAL CENTRE

475 TRUNK RD. FACADE IMPROVEMENTS

ePOH



**AMENDMENT NO. 214
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE:

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

LOCATION:

Plan H724 PT LOTS 7 TO 10 RCP RP 1R3396 PART 2 RP 1R3434 Part 1, located on the south side of Trunk Road, approximately 175m east of its intersection with Shannon Road. Civic No. 475 Trunk Road

BASIS:

This Amendment is necessary in view of the request to permit the entire gross floor area of the existing building to be occupied by office uses.

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

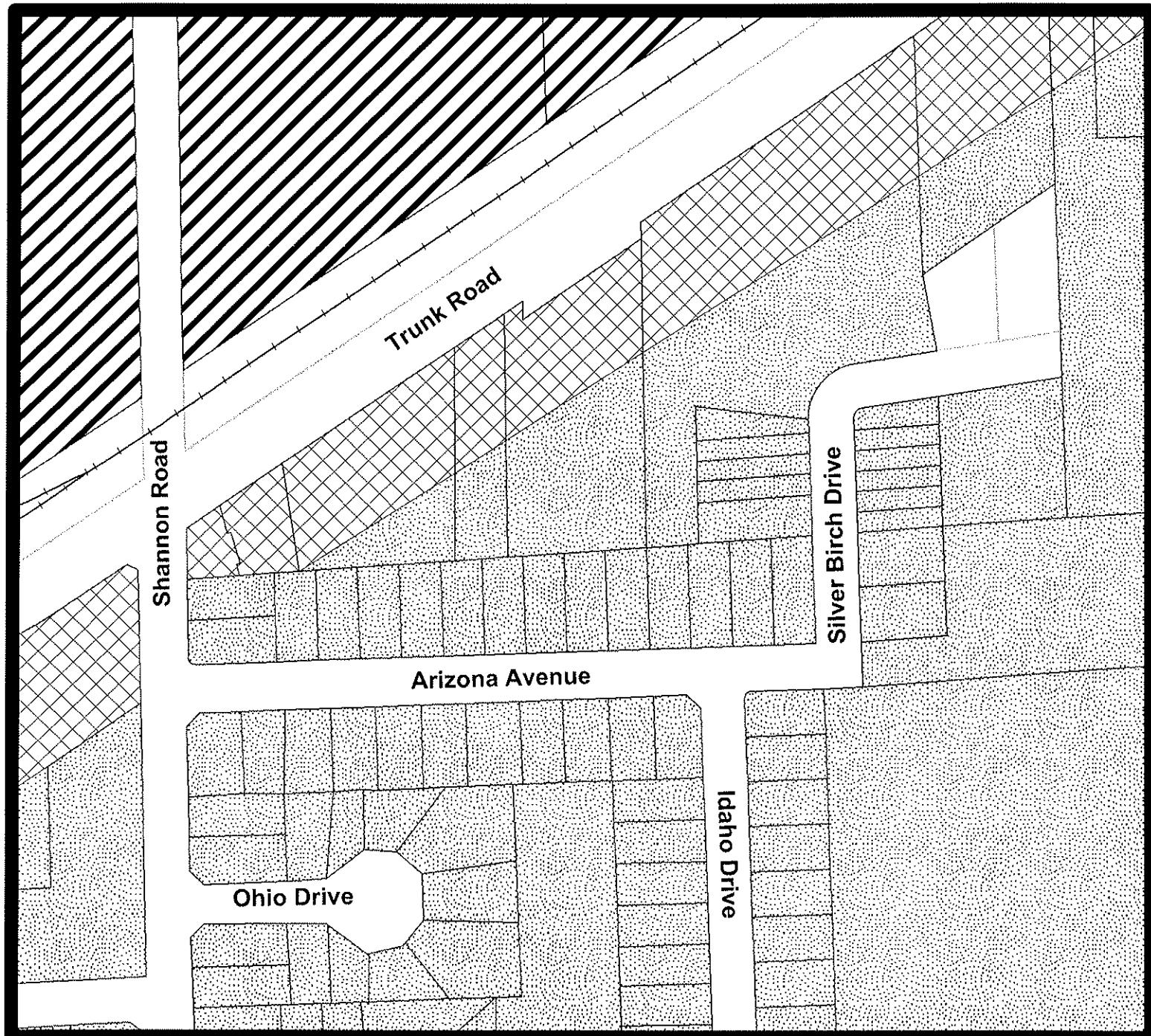
Council now considers it desirable to amend the Official Plan, by way of a notwithstanding clause to Commercial Policy 4.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO:

143. Notwithstanding the Commercial Policies of the Official Plan, the lands described as Plan H724 PT LOTS 7 TO 10 RCP RP 1R3396 PART 2 RP 1R3434 Part 1, located on the south side of Trunk Road, approximately 175m east of its intersection with Shannon Road, having Civic No. 475 Trunk Road, may be utilized to permit up to 1745m² of office space, which is the entire floor area of the existing building.

INTERPRETATION

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



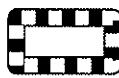
OFFICIAL PLAN MAP SCHEDULE "C" LANDUSE

475 TRUNK ROAD

Planning Application: A-16-15-Z-OP

Official Plan Amendment: 214

Legend



Subject Property = 475 Trunk Road

Official Plan Landuse Designation



Commercial

Official Plan Landuse Designation



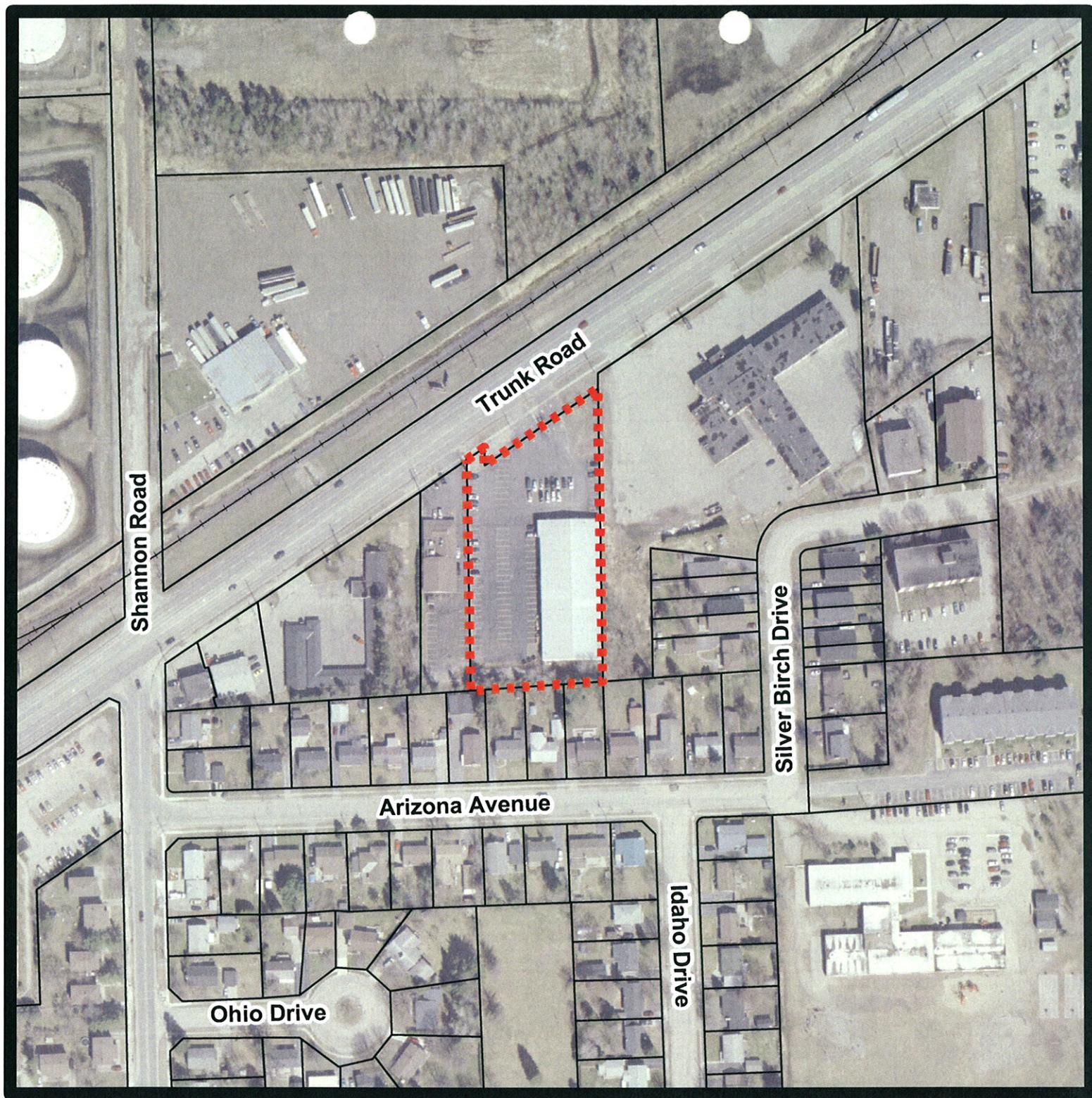
Industrial

Residential



METRIC SCALE
1 : 2500

ROLL NUMBER
010-018-029-00



2012 ORTHO PHOTO

475 TRUNK ROAD



METRIC SCALE
1 : 2500

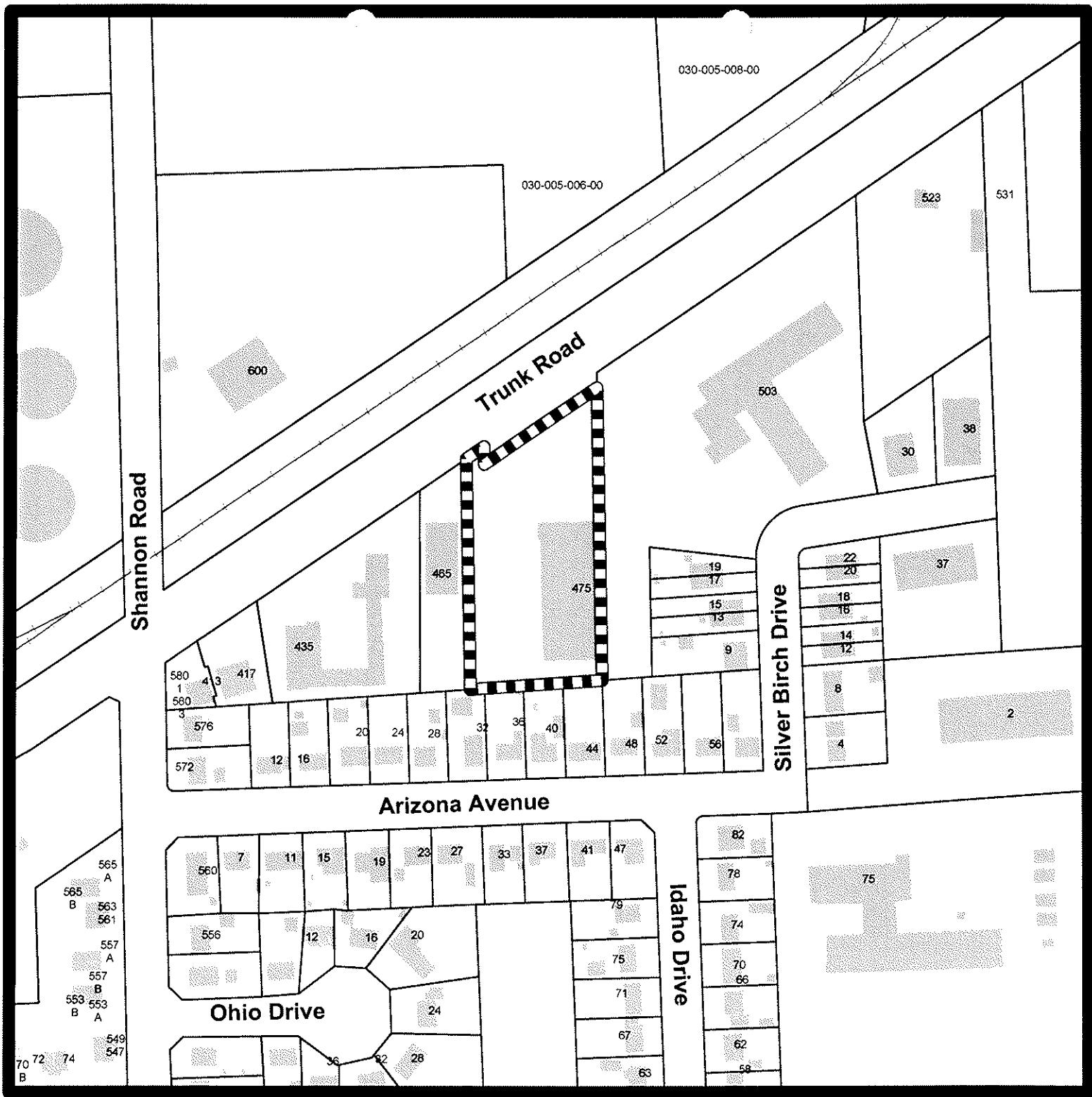
ROLL NUMBER
010-018-029-00

MAP NUMBERS
31 & 1-34

Legend



Subject Property = 475 Trunk Road



SUBJECT PROPERTY MAP

475 TRUNK ROAD

Planning Application: A-16-15-Z-OP

Legend



Subject Property = 475 Trunk Road

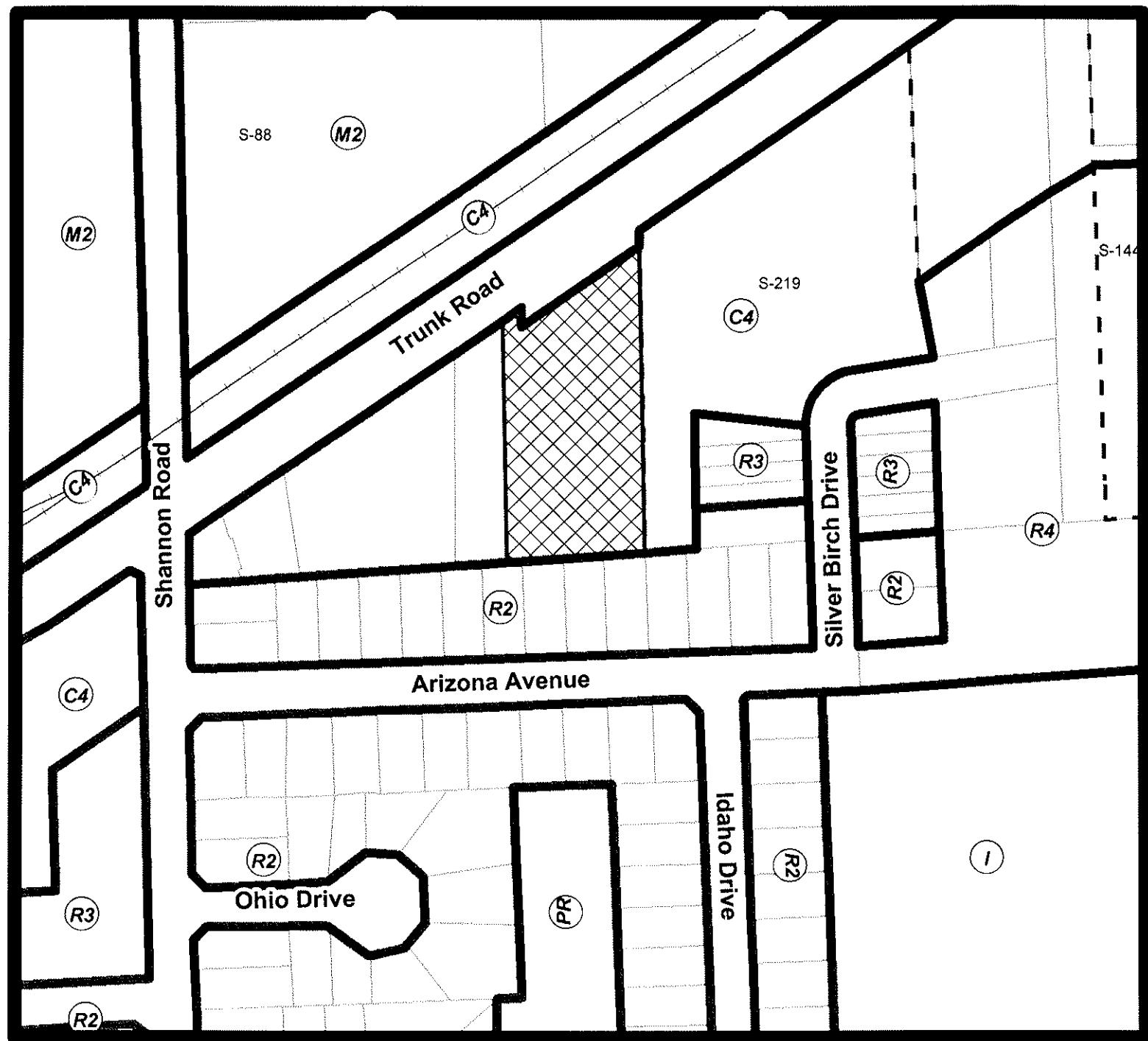


METRIC SCALE
1 : 2500

ROLL NUMBER
010-018-029-00

MAP NUMBERS
31 & 1-34

LABEL ID
A-16-15-Z



EXISTING ZONING MAP

475 TRUNK ROAD



Planning Application: A-16-15-Z-OP

METRIC SCALE
1 : 2500

Legend

- Subject Property = 475 Trunk Road
- R2 - Single Detached Residential Zone; R2hp
- R3 - Low Density Residential Zone
- C4 - General Commercial Zone

- M2 - Medium Industrial Zone; M2hp
- I - Institutional Zone
- PR - Parks and Recreation Zone
- Page 150 of 357 S-# = Special Exception Zoning

ROLL NUMBER
010-018-029-00

MAP NUMBERS
31 & 1-34

LABEL ID
A-16-15-Z

36 Arizona Avenue,
Sault Ste. Marie,
Ontario, P6A 4L8

Dear Mr. Tonazzo,

I have lived at 36 Arizona Avenue for 35 years. Over the years, my neighbours and I have had serious flooding in our yards. This is the result of the owners of the 475 Trunk Road property pushing mountains of snow close to the fence and not removing it before the spring melt. My Siberian husky was flooded in her dog house, near the fence, years ago. Our lawn was like a river (as were the neighbours yards.) We tried to reach her but the water went over our long rubber boots and we literally got stuck in the mud. We had to put long planks out to her doghouse to finally rescue her. It also causes our basements to flood.

Apparently, Sandro's restaurant, which is next door to this property has an agreement with the city to remove their snow before the spring melt and not to push it close to the fence. We would like a similar agreement with the new owners of 475 Trunk Road.

Another problem we've had with some previous owners is that they allow transport trucks to park in their lot overnight. It gives me an uneasy feeling to be in my garden and see a transport driver looking down into my yard, while his truck spews out noxious fumes for long periods of time.

Another issue is the clanging of the dumpsters ,early in the morning. We have put up with this for years and never complained, but if they could move their dumpsters closer to the highway, we would appreciate it.

Thank you,

Katharine (Smith) Amin

Katharine Amin

*I Shirley King of 32 Arizona Av. agree to
every thing in this letter that Katharine Amin
has mentioned. Thank You. Mrs Shirley King*



MEMORANDUM

DATE: September 31, 2015
TO: Mayor Christian Provenzano and Members of City Council, City of Sault Ste. Marie
c.c. Nuala Kenny, Acting C.A.O., City of Sault Ste. Marie
FROM: Dominic Parrella, President & C.E.O., PUC Services Inc.
SUBJECT: Amendment to By-Law 2015-97 - Borrowing for the Water Utility

At the meeting of May 11, 2015, City Council passed By-law 2015-97 authorizing the Public Utilities Commission (the Commission) to borrow up to \$8,000,000 to finance capital projects. The By-law made reference to issuing the debt through Infrastructure Ontario.

In the process of submitting the formal loan application to Infrastructure Ontario, we were informed that legally the Commission is not eligible for financing through their programs. Infrastructure Ontario guidelines allow financing to be provided to Municipal Service Boards established under Section 197 of the Municipal Act but not to former public utilities commissions established under Section 195 of the Act, as is the case with the Public Utilities Commission of the City of Sault Ste. Marie.

Alternate financing has been arranged; however the lender is requiring that the City guarantee the loan to the Commission. We understand that City legal and finance departments have reviewed the guarantee requirement.

Council is therefore requested to amend By-law 2015-97 to remove the reference to Infrastructure Ontario so that alternate financing can be completed and, subject to the review by the City Legal Department, approve the signing of the requested loan guarantee.



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



MEMORANDUM

DATE: August 31, 2015
TO: Mayor Provenzano and Members of City Council, City of Sault Ste. Marie
c.c. Nuala Kenny, Acting C.A.O., City of Sault Ste. Marie
FROM: Jim Boniferro, Board of Directors Chair, PUC Inc. and PUC Services Inc.
SUBJECT: **Ontario Works Value Added Recycling Program - Recommendation**

At the August 26th meeting of the Board of Directors of PUC Services Inc. a request from Mr. Nadeau, Commissioner of Social Services, City of Sault Ste. Marie, for PUC support of a proposed value added recycling program in conjunction with the Ontario Works program was approved, subject to the approval of the Shareholder.

The request made of the PUC group of companies was to donate suitable scrap generated from operations to this local community benefit program.

The Boards of the four PUC entities have all endorsed the proposal, and hereby formally request the Shareholder to authorize such donations, on a recurring, go forward basis.

Since the value of the scrap materials varies from year to year, and generally exceeds the current annual limit defined in the Shareholder Agreement of \$10,000 individually and potentially may exceed the \$50,000 overall annual limit, Shareholder approval is requested.

In addition, Mr. Nadeau has requested to take all 9,000 scrap street light fixtures that will be generated from the recently announced program to replace all city street lights with cost saving, energy efficient LED lights. The value of the scrap lights has been identified at \$45,000.

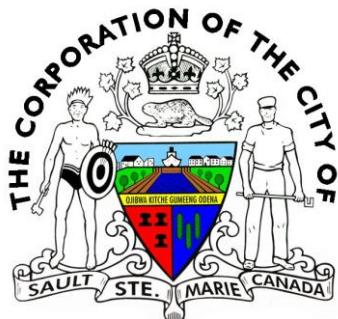
The Board of PUC Services endorses this request and recommends that City Council approve the donation of the old fixtures to this worthy community improvement endeavor.

A handwritten signature in blue ink, appearing to read "JB" followed by a more complex cursive name.

Jim Boniferro
Board of Directors Chair

Mike Nadeau
Commissioner

Social Services Department



Value Added Recycle Program – July 7, 2015

Overview:

Currently there are over 4,400 people in receipt of Ontario Works in the District of Sault Ste. Marie's Social Services Administration Boards' (DSSMDSSAB) region (City of Sault Ste. Marie, Prince Township and Sault North Planning Board). This includes approximately 2,500 adults and approximately 1,900 children (under 18 years of age). The DSSMDSSAB, similar to all other Ontario Works delivery sites, has historically focused on providing training and services that support people to gain entry in to the *existing* local labour market.

This narrow focus and approach is flawed when looking at the size of the existing Ontario Works caseload as there are not 2,500 local employment opportunities available within the community. Providing training without economic growth/development merely creates a system where people cycle in and out of low wage employment opportunities as they become available. Without true economic growth, people are merely cycling into a job opening that was the result of another individual vacating that position to re-enter the social assistance system.

The DSSMDSSAB is repositioning its focus in attempt to provide both training and supports, while creating new local economic opportunities. In its infant stages, this approach is showing promising results. Historically, training programs offered resulted in approximately a 5% employment outcome. This is, in part, due to the fact Ontario Works programs focused on providing and/or supporting great training initiatives but employment outcomes were dependent upon vacancies in the local labour market. Few labour market vacancies for marginalized people hampered Ontario Works employment outcomes.

In September 2014 the DSSMDSSAB began a pilot project in partnership with Destination North under the banner of the Superior Skills Training Program. The Superior Skills models provides training to Ontario Works program recipients in areas believed to have quasi-skilled labour shortages or where there is opportunity to create new businesses using a value added upstream/downstream business focus.

Superior Skills is a unique partnership between a many of partners; Ontario Works, Destination North, Algoma District School Board, Sault College, John Howard Society and the private sector. Ontario Works markets the opportunity to enter into a Superior Skills program and 10 students are selected to participate in the training initiative. The unique difference between a Superior Skills training program and other initiatives is that there is a new business start-up planned from the on-set of the training program. The goal of the pilot project was to have 60% of the graduates enter the labour market. To date 22 individuals have graduated from a Superiors Skills program and 16 have gained employments, which equates to a 76% graduate success rate. The results to date are very promising.

Superior Skills Training Program	Number of Students Enrolled	Number of Graduates	New Business Started	Number of Graduates Employed
Stitching Program	10	7	StitchCo	7
Insect Rearing	10	9	FlutterGo	4
Greenhouse Growing	10	6	GrowCo	5
Total	30	22	3	16

Value Added Recycle Initiative:

The DSSMSSAB, Habitat For Humanity, Destination North, the John Howard Society, Sault College and Green Bush Recycling have engaged in a local training/entrepreneurship training program that aims to create up to six (6), new, local jobs in the community through value added recycling. The initiative will be tested as pilot project for six months through a private sector partner. At six months of operations, the model will be evaluated and measured against long term viability based on business sustainability. At the completion of the six month pilot project, should the business prove successful, ownership of the business, its assets and employees will be turned over to Habitat For Humanity for continued operations.

In May, Ontario Works program recipients began a four (4) week life skills training program offered through the John Howard Society. 10 of the successful program graduates then enrolled in an intensive eight (8) week training program through Destination North and Green Bush Recycling to learn how to disassemble scrap goods into higher value materials. The program does not and will not handle anything of a toxic nature and primarily focuses on metals, porcelains, computer hard drives, etc.

Beginning a new business creates significant strain of monthly cash flow. Employing individuals who are marginalized and who have been removed from the labour market for quite some time stresses business viability even further. However; new job creation primarily focused on those with significant barriers to labour market entry is exactly what helps develop community, creates economic spinoff benefits and reduces overall costs to the local tax payer. In order for a community to be healthy, all members of it must be actively engaged and participating in its prosperity.

Business Model:

To be viable, the new value added recycled business must obtain scrap products from suppliers for little to no cost and it must sell the added value materials as high as possible. The margins on a social purpose business are very narrow. To be successful, social and community minded business must donate scrap materials to the project in order for the business to generate sufficient revenue to employee.

Scrap products and materials will be donated to Habitat For Humanity instead of the traditional model of selling bulk scrap materials for an agreed upon, low value, price based on weighted volume. In turn, Habitat For Humanity will issue a charitable tax receipt to the corporation equivalent to the former weighted volume price the corporation would have received had it be disposed of in the historical context. Habitat will employ up to six (6) individuals from the Superior Skills Recycling Training Program to repurpose the donated scrap materials to generate maximum return on the product. All revenue in excess of costs made will be redistributed/allocated to future Habitat new builds. This is local community economic development!

Benefits:

The benefits to such a model are vast and include, but are not limited to the following:

1. Corporate Donor Benefits.
 - a. Charitable tax receipt equivalent to historical scrap cash value,
 - b. Positive community branding; Ontario Works and Habitat For Humanity will publically credit corporate partners and assist with positive brand developments. Corporation will be viewed as a socially responsible enterprise,
 - c. New jobs equal positive economic benefits which will ultimately benefit the donating corporation.
 - d. Doing the right thing with Recycle, Reuse Social responsibility impact managing your own waste through community development.

2. Habitat For Humanity Benefits.
 - a. New, upstream revenue for Habitat For Humanity,
 - b. Habitat will retain all additional revenue, minus expenses to assist with furthering its mandate to building safe, affordable homes. All revenue generated over expenses, will go directly to building homes, no administration costs will be expensed for this project.
 - c. Strengthen brand as an agent for social good,
 - d. Assisting in the creation of economic independence for low income community members.
3. City of Sault Ste. Marie / DSSMSSAB Benefits.
 - a. Six individuals existing social assistance to a new employment opportunity in the community,
 - b. Savings in total monthly Ontario Works benefits issued,
 - c. Current 1,274 individuals/families on social housing waitlist. Habitat building new homes for community members impacts this number positively,
 - d. New jobs are created,
 - e. Municipal property taxes impacted positively as Habitat building new homes.
 - f. Waste diversion from our city landfill site.



MEMORANDUM

DATE: August 31, 2015
TO: Mayor Provenzano and Members of City Council, City of Sault Ste. Marie
c.c. Nuala Kenny, Acting C.A.O., City of Sault Ste. Marie
FROM: Jim Boniferro, Board of Directors Chair, PUC Inc. and PUC Services Inc.
SUBJECT: **2015 Second Quarter Shareholder Report**

Attached please find the Quarterly Shareholder Report for the period April 1 to June 30, 2015.

A handwritten signature in blue ink, appearing to read "J. Boniferro".

Jim Boniferro
Board of Directors Chair

Attachments: 2015 Second Quarter Shareholder Report
2015 Second Quarter Financial Statements (unaudited)

PUC INC. & PUC SERVICES INC.
2015 Second Quarter Shareholder Report

PUC IN THE COMMUNITY

Summer Students:

PUC Services is proud to support local students pursuing higher education. Each year, PUC Services hires a number of summer students pursuing an education at the post-secondary (i.e. university and college) level. In early May, 14 students started work at PUC Services and continued until the end of August. In addition to some office-related work, students perform various field work such as yard maintenance of PUC properties across the city, repairs to lawns and street boulevards associated with watermain breaks or pole line construction, as well as painting of hydrants.

Drinking Water Testing:

In June, the issue of regulated testing of various drinking water parameters made headlines across the country as the CBC inquired with municipalities about the level of testing done in relation to Health Canada's recommended list. Sault Ste. Marie fared very well in comparison to many larger cities across Canada. The PUC tests Sault Ste. Marie's system for 73 of the 75 parameters recommended by Health Canada. This compares well to cities like Sudbury that tests for 63, Windsor that tests for 59, or Toronto that tests for 71 parameters on the list.

Energy Conservation Initiatives:

In November 2014, PUC Distribution pre-approved the Sault Ste. Marie Bridge Authority to receive an energy efficiency incentive as a result of replacing their decorative arch lighting with energy efficient LED lights. The incentive (PUC's share is \$9,725 CDN) is paid by the Independent Electrical System Operator (IESO), a provincial corporation, and delivered through PUC Distribution, the local distribution company. The following article was published online following the official cheque presentation in August.

SAULT STE MARIE BRIDGE AUTHORITY



International Bridge customers and residents of the sister cities of Sault Ste. Marie, Michigan

and Ontario, have a brighter, more colorful border crossing after the completion of a lighting replacement project.

"These LED lighting upgrade projects are part of our ongoing focus on energy savings and efficiency," said IBA General Manager Phil Becker. "The arch lights give a new look to the skyline of the Twin Saults. LED lighting will help us reduce our environmental footprint and free up financial resources so we can continue to provide the best possible service to our customers."

Utilities on both sides of the border made the project more affordable by contributing energy efficiency incentives, through rebates from the Retrofit program from Public Utilities Commission (PUC) Distribution Inc. and Cloverland Electric Cooperative's Energy Optimization program.

Representatives from PUC and Cloverland presented checks totaling \$13,449 (USD) during a ceremony at the center of the bridge span Wednesday.

"PUC is pleased to have worked with the International Bridge Authority on their upgrade to LED lighting project," said Brooke Suurna, PUC manager of Conservation, Facilities and Fleet. "By upgrading the International Bridge lighting to LED, the IBA will benefit from reduced maintenance costs, and operating expenses. LED lighting also lasts up to 25 times longer and uses up to 75 percent less energy than conventional lighting."

Suurna said PUC's Retrofit program helps makes it possible for organizations to install and benefit from newer, more energy efficient solutions.

"We would like to thank the IBA for participating in the Retrofit program and becoming a leader in energy efficiency," he said.

BOARD GOVERNANCE

The new Board of Directors held their inaugural meeting on June 1st. Jim Boniferro was elected Chair and Rob Reid was elected Vice Chair for both the PUC Services Inc. and PUC Inc. boards.

At the June 1st meeting, the Board also elected the following people to the board of PUC Distribution Inc.:

- Ella Jean Richter
- Bob Kates
- Bill Lindsay

In addition, the board elected the following people to the board of the Public Utilities Commission:

- Mark Howson
- Paul Christian
- Christian Provenzano

The Boards also appointed members to the Finance & Audit Committee. The Committee will provide advisory support and guidance related to corporate business and financial issues to all four boards of the PUC group of companies.

A full day Board Governance workshop was provided for all board members on June 6th through an independent management consultant specializing in board governance.

The PUC Group of Companies and their respective Directors are committed to corporate governance in a multi-utility, affiliate organization environment that meets all regulatory requirements while delivering optimized services to meet or exceed shareholder and customer expectations.

The Board will follow a committee based governance model with each committee responsible for assisting and advising the Board of Directors with respect to identified areas through policy and practices.

The following Committees of the Board will be developed:

- Executive Committee
- Finance and Audit Committee
- Governance Committee
- Quality and Customer Service Committee
- HR and Compensation Committee

PUC SERVICES INC.

In May, PUC Services announced the undertaking of a major project to replace all existing streetlights with new, energy efficient LED (Light Emitting Diode) lights. Since all costs for street lighting is paid by City taxes, replacement of the city's 9,000 street lights by end of 2016 will save taxpayers approximately \$1million each year over the 20-year life of the lights in energy and maintenance costs.

Operation of the city's electric distribution system, drinking water system and the two city wastewater treatment plants remained in compliance with provincial requirements during the past quarter.

Furthermore, operations related to the other 17 service contracts managed by PUC Services outside Sault Ste. Marie for electric, water and wastewater systems remained in compliance with provincial regulations.

As of the end of June, PUC Services had experienced 74 days free of any lost time injuries.

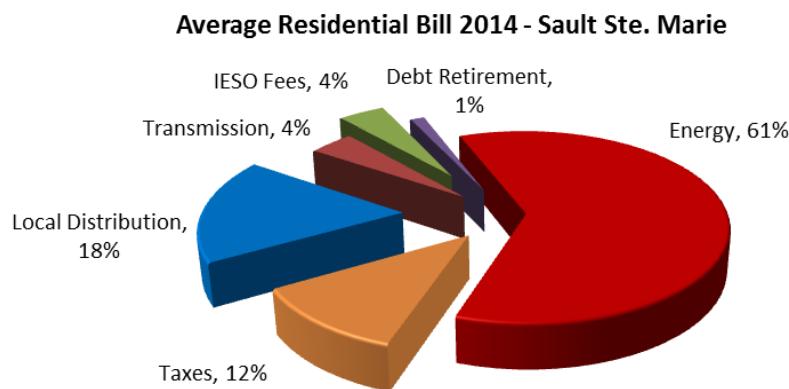
PUC DISTRIBUTION INC.

Electricity purchases (i.e. the energy we purchase from the IESO and embedded generators that is consumed by our customers and the distribution system) for the first six months of 2015 were down 4.1% compared to 2014. For the quarter, purchases were down 5.8% compared to last year. System peak demand during the second quarter was 99.4 MW which occurred in April. The 2014 second quarter peak demand was 106.7 MW which also

occurred in April. (All quantities are adjusted to recognize embedded generator contributions)

Distributed generation (i.e. primarily the large solar farms within the city limits) supplied approximately 18% of the total energy consumed by PUC customers for the second quarter. These generators also supplied approximately 36% of the system peak demand in the month of June. Furthermore, distributed generation contributed 17% of the overall peak demand for the quarter compared to 0.1% in 2014.

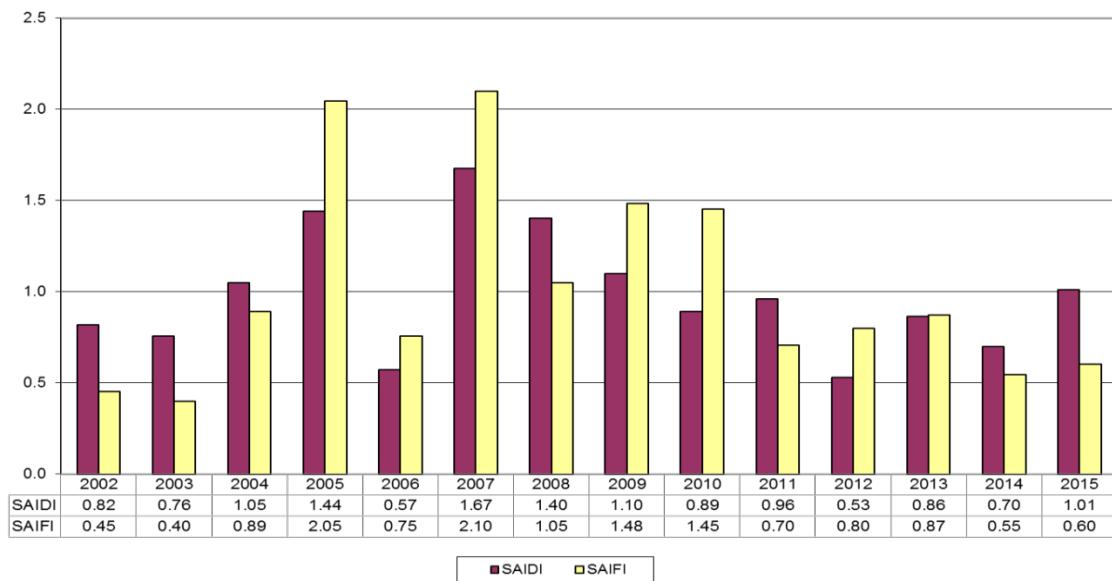
The pie chart below provides a break-down of the components that comprise the average residential electricity bill in Sault Ste. Marie as of May 1, 2014 (latest available data). The largest component is the Energy portion at 61% of the total bill. The only part of the bill that is retained by PUC Distribution is the "Local Distribution" charge that comprises approximately 18% of the total bill. The rest of the bill revenue is turned over to the Province.



PUC Distribution is required by the Ontario Energy Board (the OEB) to track and report service reliability indices that measure system outage statistics for the electrical distribution system. These indices include the system average interruption duration index (SAIDI), the system average interruption frequency index (SAIFI) and the customer average interruption duration index (CAIDI), which is the ratio of SAIDI to SAIFI. All planned and unplanned outages lasting more than one minute must be reported. The indices are affected by factors such as customer density, the age and condition of the distribution system, susceptibility to lightning and other weather related impacts, the speed of response by crews and the scope of the supervisory and data acquisition (SCADA) systems deployed.

The chart below compares SAIDI and SAIFI as of the end of June since 2002.

**Reliability Indices - January 1 to June 30
(excluding Loss of Supply)**



Comparison of power outages from one quarter to another can vary widely, due primarily to seasonal effects. For the first six months of 2015, average outage duration was 45% greater than the same period in 2014, while average outage frequency was 10% greater than 2014. While reliability appears to have deteriorated compared to last year over the same time period, it is anticipated that reliability over the long term will continue the general trend of improvement on a year-over-year basis.

WATER SYSTEM OPERATIONS

In April, half the city's drinking water supply experienced a significant threat when a culvert crossing Second Line West in the hamlet of Gros Cap failed and was washed out by heavy spring run-off water flows. Washout of the culvert threatened to undermine the 36 inch intake transmission main running from Lake Superior to the Albert Boniferro Water Treatment Plant located on Second Line West at Town Line. Through close interaction with PUC staff, the MTO diverted the creek flows and excavated the collapsed road and culvert so that the transmission main could be inspected. Fortunately the main was not compromised and the roadway was reinstated within the week.

Metered water sales for the second quarter decreased 3.6% compared to the second quarter of 2014. Year-to-date sales were 4.1% less than last year to date. System peak day water consumption for the second quarter was 36,495 cubic meters which occurred on June 29th. Last year the peak day consumption for the second quarter was 38,657 cubic meters, also occurring in June.

Each year we track the number of watermain breaks as a measure of distribution system condition. The counting season starts November 1st each year and continues until October 31st of the following year.

For the 2015 counting year, 94 watermain breaks/leaks were repaired by the end of June. By Comparison, we had 139 breaks by end of June 2014 while the past 5 year average is 56.

The annual Leak Detection Survey was conducted during the second quarter by an out-of-town consultant on 1/3 of the distribution system. This year the westerly 1/3 of the distribution system was surveyed and found 20 leaks that would otherwise have gone undetected. To the end of June we had repaired 5 of those leaks.

We continued to make good progress on implementing the Water Quality Improvement Strategy throughout the second quarter. Work continued through April to bring the final process online, which was the addition of soda ash at the water treatment plant to increase water pH.

As noted in prior reports, it is anticipated we will spend the balance of 2015 fine-tuning water chemistry, monitoring water quality and tracking customer satisfaction with the improvements. A second water quality survey will be conducted late in the year, probably late in November. The results of this follow-up survey will be used in conjunction with all other available information to assess the overall level of customer satisfaction with the improved water quality in order to help decide whether or not it is necessary to proceed with Stage 2 of the Water Quality Improvement Strategy. Stage 2 would involve the addition of ultraviolet disinfection at the wells in order to revert to the use of chloramine in the distribution system. This is a costly proposition, both in terms of high capital costs and ongoing high operating costs.

Communications with City Council and all our customers regarding the project status and key milestones reached is an important element of the project implementation. Regular monthly updates have been provided to the public since April 2014 and are posted on PUC's website at www.ssmpuc.com.

FINANCIAL STATUS (unaudited statements subject to year-end adjustments)

PUC Distribution's net income for the first six months of 2015 was \$1,005,134 on revenues of \$9,963,593, compared to forecasted net income of \$587,060 on projected revenues of \$9,668,759 in the budget. This was due mainly to actual revenues being up 3% from forecast. Compared to 2014 unaudited statements for the first six months, net income was \$1,029,958, revenues were \$10,451,252 and expenses were \$9,421,294.

PUC Services had net income of \$41,254 for the first two quarters, compared to a forecasted loss of \$148,572 in the 2015 budget. This was due primarily to revenues of \$8,317,405 being \$275,142 greater than budgeted. Expenses were \$83,874 over budget, primarily due to the timing of contract expenses (chemicals, lab fees, insurance, software, etc.) and the efficiency consultant work that was not budgeted. Net income for the first two quarters of 2014 was \$108,718 on revenues of \$8,702,872.

Unconsolidated PUC Inc. revenue for the first six months of 2015 was \$1,161,545 which was received mainly in the form of related party interest payments. Expenses of \$1,099,358 were primarily interest payable to the City. There was a net gain of \$62,187 for the year to date. Net income for the same period in 2014 was \$19,349.

The Water Commission had a net operating margin of \$458,257 for the first six months on revenues of \$9,019,672 compared to a forecasted margin of \$1,431,379 and revenues of \$9,442,261 in the budget. This variation was due primarily to revenues being \$422,589 under projected. In comparison, revenue for the first six months of 2014 was \$8,669,970 with a net operating margin of \$113,212.

PUC
QUARTERLY FINANCIAL SUMMARIES
June 30, 2015



PUC Inc.

STATEMENT OF REVENUES AND EXPENSES
For the Quarter Ending June 30, 2015



Tuesday, August 04, 2015

	YTD Actual 2015	YTD Budget 2015	YTD Variance 2015	Annual Budget 2015
Revenue				
Interest - Related Party	1,075,607	958,904	116,703	1,918,576
Miscellaneous Interest	85,938	0	85,938	0
Total Revenue	1,161,545	958,904	202,641	1,918,576
General and Administrative Expenses	59,869	67,716	(7,847)	135,448
Interest Related Party	967,460	967,460	0	1,934,920
Interest Related Party	0	0	0	0
Payment in Lieu of Taxes	72,029	0	72,029	0
Total Expenses	1,099,358	1,035,176	64,182	2,070,368
Income (Loss)	62,187	(76,272)	138,458	(151,792)

Notes:

1 - Interest revenue is over the 2015 budgeted amount. There is an offsetting interest expense in PUC Services which is also over budget. The budgeted change in the loan amount between PUC services and PUC Inc has not yet been completed resulting in the budget variance.

2 - interest revenue not budgeted

3 - underestimated 2014 income tax which has been paid in 2015 (~\$36k), 2015 tax estimate based on YTD income (~\$36k)

PUC Distribution Inc.

STATEMENT OF REVENUES AND EXPENSES

For the Quarter Ending June 30, 2015



Tuesday, August 04, 2015

	YTD Actual 2015	YTD Budget 2015	YTD Variance 2015	Annual Budget 2015
Revenue				
Distribution Revenue	8,623,413	8,378,146	245,267	16,925,385
Miscellaneous Revenue	1,340,179	1,290,613	49,566	2,222,689
Total Revenue	9,963,593	9,668,759	294,833	19,148,074
Cost of Power				
Cost of Power Revenue	42,207,887	40,843,423	1,364,464	75,635,969
Cost of Power Expense	42,207,887	40,843,423	1,364,464	75,635,969
Net Cost of Power	0	0	(0)	1
Operating Expenses				
	2,755,651	2,705,021	50,630	5,819,316
General and Administrative Expenses	2,877,033	2,712,473	164,560 1	5,353,831
Depreciation	1,850,005	1,999,200	(149,195)	4,000,000
Interest Expense	1,475,769	1,665,004	(189,235) 2	3,331,341
Payment in Lieu of Taxes	0	0	0	0
Total Expenses	8,958,458	9,081,699	(123,241)	18,504,489
CDM Program				
CDM Revenue	208,865	581,353	(372,488)	1,162,807
CDM Expenses	208,865	581,353	(372,488)	1,162,807
Total CDM Program	0	0	0	0
Income (Loss)	1,005,134	587,060	418,074	643,586

Notes:

1 - timing differences in budget versus actual expenditures

2 - infrastructure loan not yet locked in (currently paying construction interest rate which is lower than long term rates)

PUC Services Inc.
STATEMENT OF REVENUES AND EXPENSES
For the Quarter Ending June 30, 2015



Tuesday, August 04, 2015

	YTD Actual 2015	YTD Budget 2015	YTD Variance 2015	Annual Budget 2015
Revenue				
Contract Revenue	2,445,287	2,768,515	(323,228)	5,555,460
Management Fee Revenue	5,583,618	5,101,056	482,562	10,205,278
Miscellaneous Revenue	288,500	172,692	115,808	346,000
Total Revenue	8,317,405	8,042,263	275,142	16,106,738
Operating Expenses	2,047,985	2,422,048	(374,063)	4,854,940
General and Administrative Expenses	4,967,758	4,591,547	376,211	8,868,751
Depreciation	950,000	999,600	(49,600)	2,000,000
Interest Expense	294,092	177,640	116,452	355,303
Payment in Lieu of Taxes	14,874	0	14,874	0
Total Expenses	8,274,709	8,190,835	83,874	16,078,994
CDM Program				
CDM Revenue	44,475	43,469	1,006	86,880
CDM Expenses	45,918	43,469	2,449	86,880
Total CDM Program	(1,443)	0	(1,443)	0
Income (Loss)	41,254	(148,572)	189,825	27,744

Notes:

1 - misc. City wastewater work is under budget and billing for the City wastewater contract has been delayed by one month

2 - insurance expense, chemicals/lab fees, recoverables from City contract, currently under budget - mostly due to timing differences

3 - insurance expense to be allocated to PUC Services' affiliates (timing), efficiency consultant work unbudgeted

4 - intercompany loan between PUC Inc. and PUC Services not yet adjusted as per budget (see offset in PUC Inc.)

5 - tax estimate based on YTD income

Public Utilities Commission of Sault Ste. Marie
STATEMENT OF REVENUES AND EXPENSES
For the Quarter Ending June 30, 2015



Tuesday, August 04, 2015

	YTD Actual 2015	YTD Budget 2015	YTD Variance 2015	Annual Budget 2015
Operating Revenue				
Water Sales	\$8,809,872	\$9,268,191	(\$458,320)	\$18,731,472
Miscellaneous	\$209,801	\$174,070	\$35,731	\$793,550
Total Operating Revenue	\$9,019,672	\$9,442,261	(\$422,589)	\$19,525,022
Total Operating Expenses	\$4,565,099	\$4,193,825	\$371,275	\$8,800,142
Total General and Administrative Expenses	\$2,816,960	\$2,558,789	\$258,171	\$5,020,524
Depreciation	\$1,100,000	\$1,100,440	(\$440)	\$2,200,000
Interest Expense	\$79,356	\$157,828	(\$78,473)	\$315,783
Total Expenses	\$8,561,415	\$8,010,882	\$550,533	\$16,336,448
Net Operating Margin	\$458,257	\$1,431,379	(\$973,122)	\$3,188,574

Notes:

1 - YTD sales volume under budget

2 - direct labour for watermain breaks, frozen services and hydrants are currently over budget, but the variance is expected to reduce as the year progresses

3 - adjustment to allocation percentages for Admin Expense from PUC Services versus budget, timing differences (mainly property taxes)

4 - budgeted financing not yet completed

September 8, 2015

Mayor Provenzano and Council
City of Sault Ste. Marie
c/o Councilor Matthew Shoemaker

Essar Steel Algoma Inc.
105 West Street
Sault Ste. Marie, Ontario
Canada P6A 7B4
T +1 - 705 - 945 3108
F +1 - 705 - 945 2203
E Kalyan.Ghosh@essar.com
www.essarsteelalgoma.com

Councilor Shoemaker, Mayor and Council:

Essar Steel Algoma strongly supports a resolution of Council that advocates for renewed efforts to move forward with the construction of a new super lock at the Michigan Soo Locks. As you well know, our business is highly dependent upon the operational reliability of the Soo Locks for both inbound and outbound freight. Unplanned or prolonged outages come at a high cost to our operation and the ultimate sustainability of our business. Delayed delivery of raw materials, finished product or by-products can have serious ramifications on the operation, resulting in unplanned outages, reduced production, missed shipments, customer claims and potential layoffs.

Some of the more direct impacts of Lock delays are summarized herein:

INBOUND

- Annual inbound traffic via the Michigan Soo Locks approaches 130 vessels spread across a nine month shipping window. Freight primarily includes coal, coke and limestone.
- One vessel rail equivalent is 150 cars. We do not have the means or track capacity to offload coal or limestone from rail.
- A Lock outage would result in significant:
 - cost escalation (order of magnitude of \$50 / ton additional delivery cost on inbound raw materials);
 - stress to regional infrastructure (insufficient truck, rail or dock availability to handle our volumes or materials); and
 - associated environmental and social implications (20,000 ton vessel equates to approximately 500 forty ton truck loads).

OUTBOUND

- Annual outbound traffic via the Michigan Soo Locks includes finished product bound for Canadian and US markets and by-products that are sold into other industrial sectors. These include slag, mill scale, pellet fines, coke breeze, coal tar and kish.
- Finished product is shipped via barge. Shipments average one barge a week with approximately 10,000 NT per load. One barge load of steel coils is equivalent to 110 cars or 250 trucks. These alternate transportation modes equate to a cost premium to the business of \$10/ton and \$20/ton respectively. Such premiums can price us out of a highly competitive market.
- Ship on time performance is a critical retention factor with our customers. Delays in delivery have serious ramifications for downstream manufacturing and infrastructure customer segments, and associated economic implications for Canada and the US.
- For by-products, both vessels and barges are used depending on the material. Outbound shipments average one vessel every ten days and one barge every three weeks.

Outages at the Soo Locks not only negatively impact our business; they have equally serious ramifications for our region's economy on both the Canadian and US side of the border. As the direct employer of 2800 residents and indirect employer to 9,500, we account for the employment of nearly 15% of the local workforce. We annually invest \$363 million in wages and benefits and \$1.2 billion on goods and services (\$120 million locally through 671 suppliers). An outage at the Soo Locks would have a ripple effect across the immediate region and beyond.

The Michigan Soo Locks are vital to our region's economic prosperity. It is critical that they be maintained and refurbished to ensure their reliable operation, not only for those regional entities that rely on their service, but for the thousands of supply chain businesses across Canada and the US that are dependent on the goods that traverse these waterways.

For these reasons we wholly endorse Council's proposed resolution advocating for the construction of a new lock.

Respectfully,



Kalyan Ghosh
President & CEO

From the Office of the President & CEO

September 8, 2015

Sault Ste. Marie City Council
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6

Dear Sault Ste. Marie City Council:

Re: Sault Sainte Marie, Michigan Shipping Lock

The locks in Sault Sainte Marie, Michigan are of vital importance to the economy of the Great Lakes region on both sides of the international border. Though located in Michigan, many of the locks users are located on the northern side of Lake Superior and Lake Huron, in Ontario. Essar Steel Algoma, Tenaris Algoma Tubes as well as many other industries in Sault Ste. Marie, Ontario, in particular, rely on the Sault Sainte Marie, Michigan lock system.

The Sault Ste. Marie, Ontario economy depends heavily on the Sault Sainte Marie, Michigan lock system being in good working order. Over the last number of years, the operations at the Sault Sainte Marie, Michigan lock have been interrupted for various reasons, including mechanical failures. Most recently, the MacArthur Lock experienced an unexpected service interruption of 20 days. During that 20 day period, the Poe Lock, the only lock between Lake Huron and Lake Superior capable of handling 1000' freighters also experienced a brief service interruption. The service interruption at the MacArthur lock delayed more than 100 ships during the 20 day service interruption. It is estimated that a 30-day service interruption at the Poe Lock could result in \$160 million in economic damage to the economies of both Canada and the United States. Despite having approved a new lock capable of accepting 1000' freighters in 1986, the United States Congress has yet to fund the project, 29 years later. This delay in funding presents a significant potential detriment to the economies of Sault Ste. Marie, Ontario and Sault Sainte Marie Michigan, as well as the broader economies of Ontario, Michigan, Canada and the United States.



1500-180 Dundas Street West
Toronto, ON M5G1Z8
416.482.5222
occ.ca | @OntarioCofC

From the Office of the President & CEO

Since the locks are of such vital importance to the economies of the Great Lakes region, the Ontario Chamber of Commerce is a willing supporter of Councillor Shoemaker's resolution to endorse the efforts of the Governor of Michigan, the Senators from Michigan and Members of the House of Representatives from Michigan to urge Congress to fund the construction of the already-approved new lock.

We hope that this issue of critical importance to the economies of both countries receives immediate attention from our neighbouring lawmakers.

Sincerely,

A handwritten signature in black ink that reads "Allan O'Dette". The signature is fluid and cursive, with a large, sweeping 'A' at the beginning.

Allan O'Dette
President & CEO
Ontario Chamber of Commerce



September 5, 2015

Mr. Matthew Shoemaker
City Councillor, Ward 3
19 Haviland Crescent
Sault Ste. Marie, Ontario P6B 3G5

Re: Resolution in Support of a New Lock

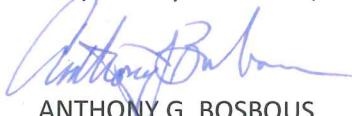
Dear Mr. Shoemaker:

On July 29, 2015 the MacArthur Lock was taken out of commission for 20 days in the middle of the summer shipping season. The MacArthur Lock had to be drained for repairs and all of the ships had to be re-routed through the Poe Lock, the only lock capable of handling the largest vessels at a time when as much as 9 million metric tons of freight passes through a month. In 20 days over 100 ships were delayed for approximately 166 hours. Add to that an unscheduled brief outage at the same time of the only other working lock, the Poe, it clearly justifies the need for a new lock in between our two great cities.

Only the 47-year-old Poe is big enough to handle the 1,000-foot freighters that carry up to 70,000 tons of iron ore to steelmakers around the Lakes. If it went out for any significant period of time, 70% of the freight on the Upper Lakes would be stopped. The additional security of having a second lock capable of handling 1,000 foot vessels is critical to the flow of the Nation's iron ore energy and other commodities, which travel on vessels through the Soo Locks.

On behalf of the City Commission, City Administration and the citizens of Sault Ste. Marie, Michigan, I strongly support the passage of the Resolution by the Mayor and Council of the City of Sault Ste. Marie, Ontario expressing their unreserved and full support for the renewed efforts of the United States Army Corps of Engineers, the United States Members of Congress from Michigan and the Governor of Michigan in trying to move forward the proposal for a new lock at the Michigan Soo Locks.

Respectfully submitted,



ANTHONY G. BOSBOUS

Mayor



September 9th, 2015

To,

**The Mayor & City Council
City of Sault Ste. Marie
Ontario**

Port of Algoma Inc.
3rd Floor, 99 Foster Drive
Sault Ste. Marie, Ontario
Canada P6A 5X6

T +1 - 705 - 945 2686
F +1 - 705 - 945 3650
www.portofalgoma.com

Dear Mr. Mayor & Council Members,

The Port of Algoma initiative hopes to benefit regional economic development and long term industrial rejuvenation of this region by attracting more commercial users to Sault Ste. Marie. While the region is resource rich, cost of logistics in accessing the markets determines the profitability of businesses here, and our ability to demonstrate cost advantage would make the Soo a more attractive destination for industrial and value added investments.

For these investments, the benefit of regular availability and reliability of shipping would be of utmost importance. One of the major costs while shipping is the demurrage or additional costs incurred on account of vessel delays. Any initiatives which help in mitigating some of these costs would help in strengthening the business case of the region for fresh investments, and add to the profitability of existing businesses.

In this light, the Port of Algoma wholeheartedly supports the Council of the City of Sault Ste. Marie Ontario and the efforts of the United States Army Corps of Engineers, the United States Members of Congress from Michigan and the Governor of Michigan in trying to move forward the proposal for a new lock at the Michigan Soo Locks.

Sincerely,

A handwritten signature in black ink, appearing to read "Anshumali Dwivedi".

Anshumali Dwivedi
Chief Executive Officer
Port of Algoma



September 3, 2015

Mayor Provenzano and Council Members,

The Sault Ste. Marie Chamber of Commerce has served this community since 1889 and has dedicated itself to advocating for community welfare and economic development. The Chamber is one of the largest stakeholder groups in the community, representing over 700 members and continuously advocating to make Sault Ste. Marie the best place to do business. Our mission statement emphasizes that "we are the recognized voice of business committed to economic prosperity in Sault Ste. Marie." The Chamber works towards accomplishing our mission statement through advocacy efforts and continuous support for our membership through various programs and services.

We have reviewed Councilor Matthew Shoemaker's resolution and it proposes a project that is consistent with our stated mandate to promote economic prosperity in Sault Ste. Marie. It is our view, that the Soo Locks expansion is an important project in moving our community forward.

Expanding the Soo Locks will be a benefit for many of our members who directly rely on the flow of goods via Great Lakes waterways but also for the community as a whole. For this reason we are willing to offer the support necessary to aid in the passage of this resolution, in the expansion of the Soo Locks or in any capacity fit for our organization.

The Chamber is committed to working with the City and other stakeholder groups in a way that will constructively improve the economic situation in our community. We commend the work done by Councilor Shoemaker and hope that we can continue to support initiatives that will benefit Sault Ste. Marie.

Sincerely,

A handwritten signature in black ink, appearing to read "Monica Dale".

Monica Dale, 2015-2016 President
Sault Ste. Marie Chamber of Commerce

/MD

**HISTORICALLY PROVEN
FUTURE DRIVEN**

369 Queen Street East, Suite 1
Sault Ste. Marie, Ontario, Canada P6A 1Z4
Tel: 705.949.7152 Fax: 705.759.8166
E-mail: info@ssmcoc.com www.ssmcoc.com

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2015-134

AGREEMENT: (L1.16(7)) A by-law to authorize the execution of an inter-municipal agreement between the City and the Municipal Partners for the provision of Provincial Offences administration, revenue sharing and prosecutorial 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 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 23, 2015 between the City and the Municipal Partners for the provision of Provincial Offences administration, revenue sharing and prosecutorial services, a copy of which is 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 10th day of August, 2015.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

SECOND INTER-MUNICIPAL AGREEMENT RENEWAL

THIS RENEWAL made this 23rd day of March, 2015.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter referred to as "the City"

-and-

THE MUNICIPAL PARTNERS BEING:

The Town of Bruce Mines
The Township of Hilton
The Municipality of Huron Shores
The Township of Johnson
The Township of MacDonald, Meredith & Aberdeen Additional
The Township of Plummer Additional
The Township of Dubreuilville
The Village of Hilton Beach
Township of Jocelyn
The Township of Laird
The Township of Michipicoten Now the Municipality of Wawa
The Township of Prince
The Township of St. Joseph
The Corporation of the Town of Thessalon
The Township of Tarbutt & Tarbutt Additional
The Township of White River
Garden River First Nation
Batchewana First Nation of Ojibways

Hereinafter referred to as "Municipal Partners"

WHEREAS an Inter-Municipal Service Agreement dated May 14, 2001 (the "Agreement") was made between the City and the Municipal Partners in support of a Memorandum of Understanding for the transfer of service delivery for all court administration and court support functions under the *Provincial Offences Act* and prosecutions of matters under Parts I and II of the *Provincial Offences Act*;

AND WHEREAS the Parties agreed to the City of Sault Ste. Marie being the service delivery agent to effect a seamless transition of *Provincial Offences Act* court administration and to share the net revenues on a population basis among the Municipal Partners;

AND WHEREAS the Agreement has been renewed by the City and the Municipal Partners from time to time to allow for the continuous provision of services;

AND WHEREAS the most recent renewal of the Agreement was the Renewal of Inter-Municipal Agreement made the 1st day of March, 2009 (the “2009 Agreement”), which renewed the Agreement for the period of five (5) years commencing on March 1, 2009 and ending on February 29, 2014;

AND WHEREAS Section 9 of the 2009 Agreement provides that the Parties hereto may renew the 2009 Agreement for a further period of five (5) years, terminating on February 28, 2019 on the written consent of the Parties thereto;

AND WHEREAS the Parties hereto agree and wish to renew the 2009 Agreement;

NOW THEREFORE the Parties hereto agree as follows:

1. The Parties hereto acknowledge and agree that Section 9 of the 2009 Agreement shall be amended, such that the “Term” of the 2009 Agreement shall be for the period from March 1, 2009 to March 31, 2015.
2. In accordance with Section 9 of the 2009 Agreement, the Parties hereto consent to the renewal of the 2009 Agreement for a period of five (5) years, commencing on April 1, 2015 and ending on March 31, 2020.
3. This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have signed and sealed this renewal of the 2009 Agreement by their proper signing officers as of the date first above written.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – CHRISTIAN PROVENZANO

CLERK – MALCOLM WHITE

THE TOWN OF BRUCE MINES

MAYOR – LORY PATTERI

CLERK – DONNA BRUNKE

THE TOWNSHIP OF HILTON

REEVE – RODNEY WOOD

CLERK – VALERIE OBARYMSKYJ

THE MUNICIPALITY OF HURON SHORES

MAYOR – GIL REEVES

CLERK – DEBORAH TONELLI

THE TOWNSHIP OF DUBREUILVILLE

MAYOR – ALAIN LACROIX

CLERK – SHELLEY B. CASEY

THE VILLAGE OF HILTON BEACH

MAYOR – ROBERT HOPE

CLERK – PEGGY CRAMP

TOWNSHIP OF JOCELYN

REEVE – MARK HENDERSON

CLERK – JANET BOUCHER

THE TOWNSHIP OF JOHNSON

MAYOR – TED HICKS

CLERK – RUTH KELSO

**THE TOWNSHIP MACDONALD,
MEREDITH & ABERDEEN ADDITIONAL**

MAYOR – LYNN WATSON

CLERK – LYNNE DUGUAY

THE TOWNSHIP OF PLUMMER ADDITIONAL

MAYOR – BETH WEST

CLERK – VICKY GOERTZEN-COKE

THE TOWNSHIP OF ST. JOSEPH

MAYOR – JODY WILDMAN

CLERK – CAROL TRAINOR

THE TOWNSHIP OF LAIRD

MAYOR – DICK BEITZ

CLERK – PHYLLIS L. MacKAY

**TOWNSHIP OF MICHIPICOTEN
NOW THE MUNICIPALITY OF WAWA**

MAYOR – RON RODY

CLERK – CHRIS WRAY

THE TOWNSHIP OF PRINCE

REEVE – KEN LAMMING

CAO/ADMINISTRATOR – PEGGY GRECO

**THE TOWNSHIP OF TARBUCK &
TARBUCK ADDITIONAL**

MAYOR – CHRIS BURTON

CLERK – GLENN MARTIN

**THE CORPORATION OF THE
TOWN OF THESSALON**

MAYOR – JAMES ORLANDO

CLERK – ROBERT MacLEAN

GARDEN RIVER FIRST NATION

CHIEF LYLE SAYERS

COUNCILLOR DARWIN BELLEAU

COUNCILLOR BRANDI NOLAN

COUNCILLOR CAROLINE BARRY

COUNCILLOR GERALD LESAGE

COUNCILLOR PAUL SYRETTE

COUNCILLOR CHRIS SOLOMON

BATCHEWANA FIRST NATION OF OJIBWAYS

CHIEF DEAN SAYERS

da LEGAL\STAFF\LEGAL\LEGAL\INTER MUNICIPAL AGREEMENT L1.16(7)\INTERMUNICIPAL AGREEMENT RENEWAL
MARCH 23 15.DOCX

THE TOWNSHIP OF WHITE RIVER

MAYOR - ANGELO BAZZONI

CLERK – M. PARENT LETHBRIDGE

COUNCILLOR TERRY BELLEAU

COUNCILLOR LESLIE ZACK-CARABALLO

COUNCILLOR ANDY RICKARD

COUNCILLOR PETER JONES

COUNCILLOR CRAIG SAYERS

COUNCILLOR CINDY BELLEAU-JONES

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-151

SMOKING: (R1.2) A by-law to amend By-law 2003-7 (A by-law to regulate smoking in public places and City buildings in the City of Sault Ste. Marie).

WHEREAS on January 13, 2003 City Council passed By-law 2003-7 to regulate tobacco smoking in an effort to ensure that all public places and City buildings are free of second hand smoke;

AND WHEREAS sections 2.1.2 and 2.1.3 of by-law 2003-7 prohibit any person from smoking within a 15 metre distance from any playground area or recreation field, respectively;

AND WHEREAS on January 1, 2015, the *Smoke-Free Ontario Act*, S.O. 1994, c. 10 was amended to include provisions that prohibit smoking within a 20 metre distance of any and all sporting areas and children's playgrounds and play areas;

AND WHEREAS the Algoma Public Health Unit has requested the assistance of Council in promoting and protecting the health, safety, and welfare of the inhabitants of the City of Sault Ste. Marie by amending By-law 2003-7 to reflect the most current smoking distance restrictions as set out in the *Smoke-Free Ontario Act*;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie pursuant to section 115 of the *Municipal Act, 2001*, S.O. 2001, c. 25, and amendments thereto, **ENACTS AS FOLLOWS:**

1. SECTIONS 2.1.2 AND 2.1.3 OF BY-LAW 2003-7 AMENDED

- (1) Section 2.1.2 of By-law 2003-7 is hereby repealed and replaced with the following:

"2.1.2. No person shall smoke on or within 20 metres of any playground area."

- (2) Section 2.1.3 of By-law 2003-7 is hereby repealed and replaced with the following:

“2.1.3. No person shall smoke on or within 20 metres of any recreation field.”

2. EFFECTIVE DATE

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

PASSED in open Council this 14th day of September, 2015.

MAYOR – CHRISTIAN PROVENZANO

CLERK – MALCOLM WHITE

AC LEGAL\STAFF\BYLAWS\1. 2015\2015-151 AMEND SMOKING BY-LAW 2003-7.DOC

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2015-152

AGREEMENT: (R1.21) A by-law to authorize execution of a contract between the City and Gough Masonry Ltd. for the Municipal Mausoleum Phase XIV (2015CI01T) project.

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

1. EXECUTION OF DOCUMENT

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a contract in the form of Schedule "A" (located in the Clerk's Department) dated July 14, 2015 and made between the City and Gough Masonry Ltd. for the Municipal Mausoleum Phase XIV (2015CI01T) project in the amount of Seven Hundred Eighty-Three Thousand Six Hundred (\$783,600.00) Dollars plus HST.

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 14th day of September, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

CCDC 2

stipulated price contract

2 0 0 8

Municipal Mausoleum Phase XIV (2015CI01T)
for the
Corporation of the City of Sault Ste. Marie

Apply a CCDC 2 copyright seal here. The application
of the seal demonstrates the intention of the party
proposing the use of this document that it be an
accurate and unamended form of CCDC 2 – 2008
except to the extent that any alterations, additions or
modifications are set forth in supplementary conditions.

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CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

TABLE OF CONTENTS

AGREEMENT BETWEEN OWNER AND CONTRACTOR

- A-1 The Work
- A-2 Agreements and Amendments
- A-3 Contract Documents
- A-4 Contract Price
- A-5 Payment
- A-6 Receipt of and Addresses for Notices in Writing
- A-7 Language of the Contract
- A-8 Succession

DEFINITIONS

- 1. Change Directive
- 2. Change Order
- 3. Construction Equipment
- 4. Consultant
- 5. Contract
- 6. Contract Documents
- 7. Contract Price
- 8. Contract Time
- 9. Contractor
- 10. Drawings
- 11. Notice in Writing
- 12. Owner
- 13. Place of the Work
- 14. Product
- 15. Project
- 16. Provide
- 17. Shop Drawings
- 18. Specifications
- 19. Subcontractor
- 20. Substantial Performance of the Work
- 21. Supplemental Instruction
- 22. Supplier
- 23. Temporary Work
- 24. Value Added Taxes
- 25. Work
- 26. Working Day

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

- GC 1.1 Contract Documents
- GC 1.2 Law of the Contract
- GC 1.3 Rights and Remedies
- GC 1.4 Assignment

PART 2 ADMINISTRATION OF THE CONTRACT

- GC 2.1 Authority of the Consultant
- GC 2.2 Role of the Consultant
- GC 2.3 Review and Inspection of the Work
- GC 2.4 Defective Work

PART 3 EXECUTION OF THE WORK

- GC 3.1 Control of the Work
- GC 3.2 Construction by Owner or Other Contractors
- GC 3.3 Temporary Work
- GC 3.4 Document Review
- GC 3.5 Construction Schedule
- GC 3.6 Supervision
- GC 3.7 Subcontractors and Suppliers
- GC 3.8 Labour and Products
- GC 3.9 Documents at the Site
- GC 3.10 Shop Drawings
- GC 3.11 Use of the Work
- GC 3.12 Cutting and Remedial Work
- GC 3.13 Cleanup

PART 4 ALLOWANCES

- GC 4.1 Cash Allowances
- GC 4.2 Contingency Allowance

PART 5 PAYMENT

- GC 5.1 Financing Information Required of the Owner
- GC 5.2 Applications for Progress Payment
- GC 5.3 Progress Payment
- GC 5.4 Substantial Performance of the Work
- GC 5.5 Payment of Holdback upon Substantial Performance of the Work
- GC 5.6 Progressive Release of Holdback
- GC 5.7 Final Payment
- GC 5.8 Withholding of Payment
- GC 5.9 Non-conforming Work

PART 6 CHANGES IN THE WORK

- GC 6.1 Owner's Right to Make Changes
- GC 6.2 Change Order
- GC 6.3 Change Directive
- GC 6.4 Concealed or Unknown Conditions
- GC 6.5 Delays
- GC 6.6 Claims for a Change in Contract Price

PART 7 DEFAULT NOTICE

- GC 7.1 Owner's Right to Perform the Work, Terminate the Contractor's Right to Continue with the Work or Terminate the Contract
- GC 7.2 Contractor's Right to Suspend the Work or Terminate the Contract

PART 8 DISPUTE RESOLUTION

- GC 8.1 Authority of the Consultant
- GC 8.2 Negotiation, Mediation and Arbitration
- GC 8.3 Retention of Rights

PART 9 PROTECTION OF PERSONS AND PROPERTY

- GC 9.1 Protection of Work and Property
- GC 9.2 Toxic and Hazardous Substances
- GC 9.3 Artifacts and Fossils
- GC 9.4 Construction Safety
- GC 9.5 Mould

PART 10 GOVERNING REGULATIONS

- GC 10.1 Taxes and Duties
- GC 10.2 Laws, Notices, Permits, and Fees
- GC 10.3 Patent Fees
- GC 10.4 Workers' Compensation

PART 11 INSURANCE AND CONTRACT SECURITY

- GC 11.1 Insurance
- GC 11.2 Contract Security

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

- GC 12.1 Indemnification
- GC 12.2 Waiver of Claims
- GC 12.3 Warranty

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- Public Sector Owners
- Private Sector Owners
- Canadian Bar Association (Ex-Officio)
- * The Association of Canadian Engineering Companies
- * The Canadian Construction Association
- * Construction Specifications Canada
- * The Royal Architectural Institute of Canada

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

For use when a stipulated price is the basis of payment.

This Agreement made on the 14th day of July in the year 2015.

by and between the parties

The Corporation of the city of Sault Ste. Marie

hereinafter called the "*Owner*"

and

Gough Masonry Ltd.

hereinafter called the "*Contractor*"

The *Owner* and the *Contractor* agree as follows:

ARTICLE A-1 THE WORK

The *Contractor* shall:

- 1.1 perform the *Work* required by the *Contract Documents* for

Municipal Mausoleum Phase XIV (2015CI01T) for the Corporation of the City of Sault Ste. Marie

insert above the name of the Work

located at

the Holy Sepulchre Cemetery, 27 Fourth Line East, Sault Ste. Marie, Ontario

insert above the Place of the Work

for which the Agreement has been signed by the parties, and for which

Epho Inc. Architects and Consulting Engineer

insert above the name of the Consultant

is acting as and is hereinafter called the "*Consultant*" and

- 1.2 do and fulfill everything indicated by the *Contract Documents*, and

- 1.3 commence the *Work* by the 14th day of July in the year 2015 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 30th day of June in the year 2016.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.
- 2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement - THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- The General Conditions of the Stipulated Price Contract

*

3.1.1 Drawings: Volume 1 - Architectural, Landscape and Structural.

3.1.2 Specifications: Volume 2 - Division 00 - 15

3.1.3 Addenda: appended to this Contract in Addenda volumes including full-size drawings.

Addendum 1 - dated June 16, 2015, pages 1, plus attachments as listed in Addendum 1;

Addendum 2 - dated June 22, 2015, pages 2, plus attachments as listed in Addendum 2;

3.1.4 Tender: as submitted by Jobst Construction Ltd., dated June 23, 2015, pages 8, appended to this Contract.

3.1.7 Letter of Intent: issued by Epoh Inc., dated July 14, 2015, pages 1, appended to this Contract.

* *(Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)*

ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

Seven hundred and eighty three thousand, six hundred dollars-----.00

/100 dollars \$ 783,600.00

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

One hundred and one thousand, eight hundred and sixty eight dollars-----.00

/100 dollars \$ 101,868.00

4.3 Total amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:

eight hundred and eighty five thousand, four hundred and sixty eight dollars.00

/100 dollars \$ 885,468.00

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of _____ ten _____ percent (10 %), the *Owner* shall:

- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments, and
- .2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
 - (1) 2% per annum above the prime rate for the first 60 days.
 - (2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

Royal Bank of Canada

(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

- 6.1 *Notices in Writing* will be addressed to the recipient at the address set out below. The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day. A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof. An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Owner

The Corporation of the City of Sault Ste. Marie

*name of Owner**

99 Foster Drive, Sault Ste. Marie, Ontario, P6A 5X6

address

705-541-7094

facsimile number

t.gowans@cityssm.on.ca

email address

Contractor

Gough Masonry Ltd.

*name of Contractor**

834 Old Garden River Road, Sault Ste. Marie, ON P6A 6J8

address

(705) 945-1480

facsimile number

goughmasonry@shaw.ca

email address

Consultant

EPOH Inc.

*name of Consultant**

2-726 Queen Street East, Sault Ste. Marie, Ontario P6A 2A9

address

705 949-5292

facsimile number

fpastore@epohinc.com

email address

* If it is intended that the notice must be received by a specific individual, that individual's name shall be indicated.

ARTICLE A-7 LANGUAGE OF THE CONTRACT

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~ # language shall prevail.
Complete this statement by striking out inapplicable term.
- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

ARTICLE A-8 SUCCESSION

8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED

in the presence of:

WITNESS

OWNER

The Corporation of the City of Sault Ste. Marie

name of owner

signature

signature

name of person signing

name and title of person signing

signature

signature

name of person signing

name and title of person signing

WITNESS

CONTRACTOR

Gough Masonry Ltd.

name of Contractor

signature

signature

name of person signing

Joel Gough, President

name and title of person signing

signature

signature

name of person signing

name and title of person signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:

- (a) *proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or*
- (b) *the affixing of a corporate seal, this Agreement should be properly sealed.*

DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

1. Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

2. Change Order

A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:

- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

3. Construction Equipment

Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

4. Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative.

5. Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

6. Contract Documents

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.

7. Contract Price

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.

8. Contract Time

The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to Substantial Performance of the *Work*.

9. Contractor

The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Owner* in writing.

10. Drawings

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

11. Notice in Writing

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

12. Owner

The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.

13. Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

14. Product

Product or *Products* means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

- 15. Project**
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.
- 16. Provide**
Provide means to supply and install.
- 17. Shop Drawings**
Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.
- 18. Specifications**
The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.
- 19. Subcontractor**
A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.
- 20. Substantial Performance of the Work**
Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.
- 21. Supplemental Instruction**
A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.
- 22. Supplier**
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.
- 23. Temporary Work**
Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.
- 24. Value Added Taxes**
Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.
- 25. Work**
The *Work* means the total construction and related services required by the *Contract Documents*.
- 26. Working Day**
Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
 - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- 1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.6 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.7 If there is a conflict within the *Contract Documents*:
- .1 the order of priority of documents, from highest to lowest, shall be
 - the Agreement between the *Owner* and the *Contractor*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - Division 1 of the *Specifications*,
 - technical *Specifications*,
 - material and finishing schedules,
 - the *Drawings*.
 - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
 - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
 - .4 later dated documents shall govern over earlier documents of the same type.
- 1.1.8 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.
- 1.1.9 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.10 Models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

- 1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.
- 2.1.3 If the *Consultant's* employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.2.5 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.
- 2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.
- 2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.

- 2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor's* submittals, in accordance with the *Contract Documents*.
- 2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

- 2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor's* expense.
- 2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is designated by the laws or ordinances applicable to the *Place of the Work*.
- 2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.
- 2.4.2 The *Contractor* shall make good promptly other contractors' work destroyed or damaged by such corrections at the *Contractor's* expense.
- 2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
 - .1 provide for the co-ordination of the activities and work of other contractors and *Owner's* own forces with the *Work* of the *Contract*;
 - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
 - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;
 - .4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 - INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
 - .5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner's* own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Contractor* shall:
 - .1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;
 - .2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and
 - .3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner's* own forces, the *Contractor* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- 3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.2.6 Disputes and other matters in question between the *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY WORK

- 3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.
- 3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

3.3.3 Notwithstanding the provisions of GC 3.1 - CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC 3.4 DOCUMENT REVIEW

3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. Such review by the *Contractor* shall be to the best of the *Contractor's* knowledge, information and belief and in making such review the *Contractor* does not assume any responsibility to the *Owner* or the *Consultant* for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the *Contract Documents*, which the *Contractor* did not discover. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.

GC 3.5 CONSTRUCTION SCHEDULE

3.5.1 The *Contractor* shall:

- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;
- .2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
- .3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions - CHANGES IN THE WORK.

GC 3.6 SUPERVISION

3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.

3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:

- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
- .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
- .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.

3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.

3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.

3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.

- 3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.
- 3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

GC 3.8 LABOUR AND PRODUCTS

- 3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.
- 3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

GC 3.9 DOCUMENTS AT THE SITE

- 3.9.1 The *Contractor* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.

GC 3.10 SHOP DRAWINGS

- 3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.
- 3.10.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.
- 3.10.3 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.
- 3.10.4 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.
- 3.10.5 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.
- 3.10.6 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.
- 3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:
 - .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
 - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
- 3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.10.10 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
- 3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.
- 3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

GC 3.11 USE OF THE WORK

- 3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.
- 3.11.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

GC 3.12 CUTTING AND REMEDIAL WORK

- 3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.
- 3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.
- 3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

GC 3.13 CLEANUP

- 3.13.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.
- 3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.
- 3.13.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of work or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.
- 4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.
- 4.2.2 The contingency allowance includes the *Contractor's* overhead and profit in connection with such contingency allowance.
- 4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- 5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfill the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

- 5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:
 - .1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* application for payment,
 - .2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,
 - .3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:
 - receipt by the *Consultant* of the application for payment, or
 - the last day of the monthly payment period for which the application for payment is made.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within one *Working Day*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
- 5.4.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor's* list and application:
- .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
 - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall:
- .1 submit an application for payment of the holdback amount,
 - .2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.
- 5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

- 5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

- 5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.7 FINAL PAYMENT

- 5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.7.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.
- 5.7.3 When the *Consultant* finds the *Contractor*'s application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.
- 5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

GC 5.8 WITHHOLDING OF PAYMENT

- 5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, there are items of work that cannot be performed, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such remaining work.

GC 5.9 NON-CONFORMING WORK

- 5.9.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

- 6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
 - .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.
- 6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
- 6.2.2 When the *Owner* and *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the application for progress payment.

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
 - .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
 - .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel
 - (1) stationed at the *Contractor's* field office, in whatever capacity employed;
 - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
 - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or
 - (4) engaged in the processing of changes in the *Work*.
 - .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;
 - .3 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
 - .4 all *Products* including cost of transportation thereof;
 - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
 - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
 - .7 all equipment and services required for the *Contractor's* field office;
 - .8 deposits lost;
 - .9 the amounts of all subcontracts;
 - .10 quality assurance such as independent inspection and testing services;
 - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
 - .12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;
 - .13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
 - .14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;
 - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
 - .16 removal and disposal of waste products and debris; and
 - .17 safety measures and requirements.

- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work* shall be borne by the *Contractor*.
- 6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof when requested.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.
- 6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:
- 1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or
 - 2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
- then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Contractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 - ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or
 - .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

- 6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
 - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.
- 6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor* *Notice in Writing* that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time, and
 - .2 provides the *Owner* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
 - .2 terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
 - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
 - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
 - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's* work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
 - .2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
 - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
 - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.
- 7.2.4 The *Contractor's* *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator
 - .1 within 20 *Working Days* after the *Contract* was awarded, or
 - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

- 8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
 - (1) *Substantial Performance of the Work*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Contractor* has abandoned the *Work*,
 whichever is earlier; and
 - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

- 8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

- 9.1.1 The *Contractor* shall protect the *Work* and the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors in the *Contract Documents*;
 - .2 acts or omissions by the *Owner*, the *Consultant*, other contractors, their agents and employees.
- 9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner's* property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor's* expense.
- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
 - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
 - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
 - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.2.6 If the *Owner* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner*'s own expense:
- .1 take all steps as required under paragraph 9.2.4;
 - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - .3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor*'s own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
 - .2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
 - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place of Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor*'s cost or time to perform the *Work*, the *Consultant*, with the *Owner*'s approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 Subject to paragraph 3.2.2.2 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*.

GC 9.5 MOULD

- 9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing, and
 - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and
 - .3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.
- 9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
 - .4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
 - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 - MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

- 10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in such included taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

- 10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.
- 10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the model, plan or design of which was supplied to the *Contractor* as part of the *Contract Documents*.

GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, again with the *Contractor's* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Contractor's* application for final payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.
- 10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Contractor* shall provide such evidence of compliance by the *Contractor* and *Subcontractors*.

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:
 - .1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.
 - .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
 - .3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*
 - .4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *Substantial Performance of the Work*;

- (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
- (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
- .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
- .6 The “Broad form” property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
 - (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
 - (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
 - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or another contractor, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
- .7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.

- 11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.

- 11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

- 12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

- .1 caused by:
 - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
 - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
- .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

- 12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.
 - .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
 - .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.
- 12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.
- 12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
 - .2 arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
 - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 12.2 WAIVER OF CLAIMS

- 12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;
 - .4 damages arising from the *Contractor's* actions which result in substantial defects or deficiencies in the *Work*. “Substantial defects or deficiencies” mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - .5 claims arising pursuant to GC 12.3 - WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
 - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;
 - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - .3 a statement of the estimated quantum of the claim.
- 12.2.7 The party giving “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

GC 12.3 WARRANTY

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor's* expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.
- 12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2015-153

TRAFFIC: (P3.3) A by-law to amend Schedule "A" of Traffic By-law 77-200.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the provisions of section 10 of the *Municipal Act, 2001*, S.O., 2001 c.25 and amendments thereto, **ENACTS** as follows:

1. SCHEDULE "A" OF BY-LAW 77-200 AMENDED

Schedule "A" of By-law 77-200 is amended by adding the following:

<u>STREET</u>	<u>SIDE</u>	<u>FROM</u>	<u>TO</u>	<u>PROHIBITED TIMES OR DAYS</u>
"Old Goulais Bay Rd.	east & west	Sixth Line	North to Dead End	"any time"

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

PASSED in open Council this 14th day of September, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2015-154

AGREEMENT: (AG129) A by-law to authorize the execution of an agreement between the City and the Huron Superior Catholic District School Board for the use and development of City property to access the new St. Mary's College from Old Garden River Road.

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 September 14, 2015, between the City and the Huron Superior Catholic District School Board, a copy of which is attached hereto as Schedule "A". The Agreement is for the use and development of City property to access the new St. Mary's College from Old Garden River Road.

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 14th day of September, 2015.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

THIS AGREEMENT is dated this 14th day of September, 2015.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter called the "City")
OF THE FIRST PART

- AND -

HURON SUPERIOR CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called the "HSCDSB")
OF THE SECOND PART

WHEREAS the HSCDSB is the registered owner of the lands situate, lying and being in the City of Sault Ste. Marie, and more particularly described on Schedule "A" attached, which lands are hereinafter referred to as the "Subject Lands";

AND WHEREAS the HSCDSB has made various Applications to the Sault Ste. Marie Committee of Adjustment in respect of the Subject Lands, specifically:

(1) Application B39/12-(1-96)-86-7665-I

Wherein the Owner (Gwen MacKay) requested consent to convey the rear 26m x 79m (85' x 260') and attach it to the easterly adjacent parcel, known as 301 Old Garden River Road. The effect of this Application was to improve access to Second Line East from the proposed new high school.

(2) Application B40/12-(1-96)-86-24525-I

Wherein, subject to the approval of minor variance application A70/12, the Owner (HSCDSB) requested consent to convey the northerly 4.9ha of land for future development purposes. HSCDSB also requested consent to retain a sanitary sewer easement, a storm water easement and an access easement. The intent of this Application was to re-transfer the proposed severed parcel to the original vendors (Carlo Bruno China and Ferruccio Isidoro China) subject to the requested service easements to facilitate moving forward with the construction of the new St. Mary's College Catholic Secondary School.

(3) Application B41/12-(1-96)-85-21404-I

Wherein the Owner (1544158 Ontario Inc.) requested consent to convey an easement for a future roadway and underground services over a northerly interior parcel in favour of the easterly adjacent property. The

intent of this Application was to facilitate the construction of the new St. Mary's College Catholic Secondary School.

(4) Application A70/12-(1-96)-86-24521-I

Wherein, subject to the final consent application B40/21, the Applicant (HSCDSB) requested that the Sault Ste. Marie Committee of Adjustment consider a minor variance to reduce the frontage requirement of the proposed severed parcel to 0m, whereas Section 11.22 of Zoning By-law 2005-150 as amended required 25m of frontage in this instance.

AND WHEREAS the City is the owner of the lands situate, lying and being in the City of Sault Ste. Marie and more particularly described as PIN 31513-0166 PCL 8880 SEC AWS; PT SEC 29 TARENTORUS PT 8 1R4269; SAULT STE. MARIE; PIN 31513-0207 (LT) PCL 10134 SEC AWS; PT SEC 29 TARENTORUS PT 1, 1R4449 & PT 7 1R4269; SAULT STE MARIE; PIN 31513-0206 (LT) PCL 10135 SEC AWS; PT SEC 29 TARENTORUS PT 2 1R4449; SAULT STE. MARIE, which lands are collectively referred to as the "Road Access Lands";

AND WHEREAS the HSCDSB requires road access to the Subject Lands by way of the Road Access Lands;

AND WHEREAS the City became owner of the Road Access Lands pursuant to the decision of the Sault Ste. Marie Committee of Adjustment made August 13, 1980 under Application No. B-80-62-85-21404 being appended as Schedule "B" to this Agreement. The Committee of Adjustment heard and approved the aforesaid Application, subject to various conditions, one of which required the Applicant (Amelia Burns) to convey to the City corner roundings with 25 foot radii where the proposed road allowance meets Old Garden River Road, to the satisfaction of the City Engineer (Parts 1 and 2 on 1R4449) and the second of which required the Applicant to convey to the City a parcel of land being 63.15' x 120' for the purposes of a proposed road allowance, to the satisfaction of the City Engineer (Parts 7 and 8 on 1R4269);

AND WHEREAS the Road Access Lands were granted to the City by the Owner (Amelia Burns) for the sole purpose of a future road allowance;

AND WHEREAS the HSCDSB and the City entered into a Development Control Agreement (DC-589) on the 13th day of February, 2015, and further that Section 12(3)(c) of said agreement requires the HSCDSB to enter into the within Agreement for the use and development of the Road Access Lands;

NOW THEREFORE in consideration of the rents, 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. STREETS BY-LAW 2008-131

The HSCDSB shall ensure that the development of the Road Access Lands and any associated public sidewalk construction or repairs are in accordance and comply with the designs and regulations specified in the City's Street By-law 2008-131.

2. CONSTRUCTION & IMPROVEMENTS APPROVAL

- (1) The HSCDSB shall at all times, and at the sole cost, liability and expense of the HSCDSB, maintain the Road Access Lands to the satisfaction of the City.
- (2) The HSCDSB agrees that the Road Access Lands shall be developed as "curb returns" unless otherwise specified by and approved by the Commissioner of Engineering & Planning or his/her designate.
- (3) The HSCDSB shall develop and construct the Road Access Lands to Municipal road standards, subject to the approval of the Commissioner of Engineering & Planning or his/her designate.
- (4) The HSCDSB acknowledges and agrees that all costs affiliated with the development, construction and maintenance of the Road Access Lands shall be the sole liability and expense of the HSCDSB.
- (5) The HSCDSB acknowledges and agrees that the development, construction and maintenance of the access point through the Road Access Lands within the City road allowance shall be subject to the review and approval of the Commissioner of Engineering & Planning or his/her designate.
- (6) The HSCDSB shall provide to the City a complete set of engineered drawings showing the final plan and profile locations of all services, including, but not limited to, building connections. The HSCDSB acknowledges and agrees that these drawings shall include all services installed by utility companies. The HSCDSB acknowledges and agrees that the accuracy of these drawings shall be certified and stamped by the engineer supervising the construction.
- (7) The HSCDSB shall at its sole cost, liability and expense, obtain any and all necessary approvals and permits regarding the development, construction, use, and maintenance of the Road Access Lands.

3. WINTER ACCESS/DRIVEWAY MAINTENANCE

The HSCDSB acknowledges and agrees that the HSCDSB is responsible for the winter maintenance of the Road Access Lands.

4. STREET ASSUMPTION

The HSCDSB acknowledges and agrees that at a date in the future, to be determined at the sole discretion of the City, the City may assume the Road Access Lands as a municipal public street. The decision as to when and if the assumption should be completed by the City shall be at the sole discretion of the Commissioner of Engineering & Planning or his/her designate, and in making his decision, the Commissioner of Engineering & Planning or his/her designate shall consider if the Road Access Lands are constructed to Municipal road standards.

5. EASEMENT(S) ON SUBJECT PROPERTY

It is the responsibility of the HSCDSB to confirm the existence of any easements on the Road Access Lands. Further, it is the responsibility of the HSCDSB to ensure that any development or improvements on the Road Access Lands do not interfere with the terms contained in the easements.

6. INDEMNITY

The HSCDSB shall, at all times, indemnify and save harmless the City from all costs, liabilities and expenses caused to or incurred by the City (including legal costs, fees and disbursements) and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings of any nature or kind, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the HSCDSB's use, development, construction, and maintenance of the Road Access Lands, the intent being that the City shall be at no risk or expense to which it would not have been put had this Agreement not been entered into.

7. AGREEMENT ACKNOWLEDGED

The HSCDSB shall not call into question, directly or indirectly in any proceedings whatsoever, in law or in equity or before any administrative tribunal, the right of the City to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the HSCDSB in any such proceedings.

8. REGISTRATION

The HSCDSB consents to the registration of this Agreement, on the title to the Subject Lands and on the title to the Road Access Lands. The HSCDSB shall pay all costs associated with said registration.

9. COVENANTS RUN WITH THE LAND

All terms, covenants and conditions herein contained shall be deemed to be negative and shall run with the land comprising the Subject Lands and the Road Access Lands and be binding upon the HSCDSB, their heirs, assigns and administrators or successors as owners and/or occupiers of the said Subject Lands and the Road Access Lands from time to time and shall be appurtenant to the adjoining highways in the ownership of the City.

10. HEIRS, SUCCESSORS AND ASSIGNS

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

IN WITNESS WHEREOF the parties hereto have signed this Agreement this 14th day of September, 2015.

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

We have authority to bind the Corporation.

**HURON SUPERIOR CATHOLIC DISTRICT
SCHOOL BOARD**

Name:
Position:

Name:
Position:

I/We have the authority to bind the HSCDSB.

SCHEDULE "A"

PIN 31513-0262 (LT) LT 51 RCP H731 TARENTORUS EXCEPT PTS 1-6 1R12349 AND PT 2 1R12302, LT 52 RCP H731 TARENTORUS PT 6 1R12302; CITY OF SAULT STE MARIE; T/W AN EASEMENT OVER PT SW ¼ SEC 29 PT 5, 1R12302 AS IN AL128374; T/W AN EASEMENT OVER PT LT 51 RCP H731, PT 2, 1R12349 AS IN AL128375; T/W AN EASEMENT OVER PT LT 51 RCP H731 PTS 4 & 5, 1R12349 AS IN AL128376; T/W AN EASEMENT OVER PT LT 51 RCP H731, PT 2, 1R12302 AS IN AL128379;

PIN 31513-0242 (LT) LT 55 RCP H731 TARENTORUS; SAULT STE. MARIE; T/W AN EASEMENT OVER PT SW ¼ SEC 29 PT 5, 1R12302 AS IN AL128374; T/W AN EASEMENT OVER PT LT 51 RCP H731 PT 2, 1R12349 AS IN AL128375; T/W AN EASEMENT OVER PT LT 51 RCP H731, PTS 4 & 5, 1R12349 AS IN AL128376; T/W AN EASEMENT OVER PT LT 51 RCP H731, PT 2, 1R12302 AS IN AL128379; and

PIN 31513-0241 (LT) LT 54 RCP H731 TARENTORUS; SAULT STE. MARIE; T/W AN EASEMENT OVER PT SW ¼ SEC 29 PT 5, 1R12302 AS IN AL128374; T/W AN EASEMENT OVER PT LT 51 RCP H731, PT 2, 1R12349 AS IN AL128375; T/W AN EASEMENT OVER PT LT 51 RCP H731, PTS 4 & 5, 1R12349 AS IN AL128376; T/W AN EASEMENT OVER PT LT 51, RCP H731, PT 2, 1R12302 AS IN AL128379.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2015-155

AGREEMENT: (E2.3) 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 the Environment and Climate Change for the City's Inflow and Infiltration Pilot Project.

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 effective August 3, 2015 between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of the Environment and Climate Change, a copy of which is attached as Schedule "A" hereto. This agreement is for funding for the City's Inflow and Infiltration Pilot Project.

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 14th day of September, 2015.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

ONTARIO TRANSFER PAYMENT AGREEMENT
City of Sault Ste. Marie Inflow and Infiltration Study
File No. COA-15/16-4051

THE AGREEMENT, effective as of August 3, 2015 (the “**Effective Date**”),

B E T W E E N:

**Her Majesty the Queen in right of Ontario as represented by
the Minister of the Environment and Climate Change**

(the “**Province**”)

- and -

The Corporation of the City of Sault Ste. Marie

(the “**Recipient**”)

BACKGROUND

The Recipient intends to carry out the Project.

The Province wishes to provide Funds to the Recipient for the Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the “**Parties**”) agree as follows:

ENTIRE AGREEMENT

This agreement (the “**Agreement**”), including:

Schedule “A” - General Terms and Conditions

Schedule “B” - Project Specific Information and Additional Provisions

Schedule “C” - Project Description and Timelines

Schedule “D” - Budget

Schedule “E” - Payment Plan

Schedule “F” - Reporting, and

any amending agreement entered into as provided for below,

constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

COUNTERPARTS

The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

AMENDING THE AGREEMENT

The Agreement may only be amended by a written agreement duly executed by the Parties.

ACKNOWLEDGEMENT

The Recipient:

- (a) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (b) agrees to be bound by the terms and conditions contained in the entire Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of the Environment and Climate Change

by:

Date _____ Name: Trevor Dagilis
Title: Assistant Director (A)

Authorized Signing Officer

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

by:

Date _____ Name: Christian Provenzano
Title: Mayor

by:

Date _____ Name: Malcolm White
Title: City Clerk

We have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

1.0 INTERPRETATION AND DEFINITIONS

1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions referred to in section 9.1 and as specified in Schedule “B”.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010* (Ontario).

“Budget” means the budget attached to the Agreement as Schedule “D”.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Event of Default” has the meaning ascribed to it in section 15.1.

“Expiration Date” means the date on which this Agreement will expire and is the date set out in Schedule “B”.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“Maximum Funds” means the maximum amount the Province will provide the Recipient under

the Agreement as set out in Schedule “B”.

“**Notice**” means any communication given or required to be given pursuant to the Agreement.

“**Notice Period**” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“**Party**” means either the Province or the Recipient.

“**Project**” means the undertaking described in Schedule “C”.

“**PSSDA**” means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

“**Reports**” means the reports described in Schedule “F”.

“**Timelines**” means the Project schedule set out in Schedule “C”.

2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete for the term of the Agreement.

2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

2.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) procedures to ensure the ongoing effective functioning of the Recipient;
- (c) decision-making mechanisms for the Recipient;

- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Project, and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7.0; and
- (h) procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Recipient will provide the Province with proof of the matters referred to in this Article 2.0.

3.0 TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date unless terminated earlier pursuant to Article 13.0, Article 14.0 or Article 15.0.

4.0 FUNDS AND CARRYING OUT THE PROJECT

4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the Payment Plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

4.2 **Limitation on Payment of Funds.** Despite section 4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 12.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1; and
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement,

the Province is not obligated to make any such payment, and, as a consequence, the Province may:

- (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
- (ii) terminate the Agreement pursuant to section 14.1.

4.3 Use of Funds and Project. The Recipient will:

- (a) carry out the Project in accordance with the terms and conditions of the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

4.4 Province's Role Limited to Providing Funds. For greater clarity, the Province's role under the Agreement is limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project.

4.5 No Changes. The Recipient will not make any changes to the Project, the Timelines, or the Budget without the prior written consent of the Province.

4.6 Interest Bearing Account. If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

4.7 Interest. If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the repayment of an amount equal to the interest.

4.8 Maximum Funds. The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.

4.9 Rebates, Credits and Refunds. The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

4.10 Funding, Not Procurement. For greater clarity, the Recipient acknowledges that:

- (a) it is receiving funding from the Province for the Project and is not providing goods or services to the Province; and
- (b) the funding the Province is providing under the Agreement is funding for the purposes of the PSSDA.

5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the BPSAA, including any procurement directive issued thereunder, to the extent applicable.

5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

6.0 CONFLICT OF INTEREST

6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.

6.3 **Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

7.0 REPORTING, ACCOUNTING AND REVIEW

7.1 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section 19.1, all Reports in accordance with the timelines and content requirements set out in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section 19.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and

- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 **Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

7.3 **Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section 7.2;
- (b) remove any copies made pursuant to section 7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

8.0 COMMUNICATIONS REQUIREMENTS

8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in a form and manner as directed by the Province.

8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

9.0 FURTHER CONDITIONS

9.1 **Additional Provisions.** The Recipient will comply with any Additional Provisions. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule "A", the Additional Provisions will prevail.

10.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

10.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

11.0 INDEMNITY

11.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

11.2 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

11.3 **Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of Province under the Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

11.4 **Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

11.5 **Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations

12.0 INSURANCE

12.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per

occurrence. The policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30 day written notice of cancellation.

12.2 **Proof of Insurance.** The Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 12.1. Upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

13.0 TERMINATION ON NOTICE

13.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' Notice to the Recipient.

13.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b); and
 - (ii) subject to section 4.8, provide Funds to the Recipient to cover such costs.

14.0 TERMINATION WHERE NO APPROPRIATION

14.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

14.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 14.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and

- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 14.2(b).

14.3 **No Additional Funds.** For greater clarity, if the costs determined pursuant to section 14.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

15.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

15.1 **Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

15.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the

- Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.
- 15.3 **Opportunity to Remedy.** If, in accordance with section 15.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:
- (a) the particulars of the Event of Default; and
- (b) the Notice Period.
- 15.4 **Recipient not Remedyng.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2(b), and:
- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,
- the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 15.2(a), (c), (d), (e), (f), (g), (h) and (i).
- 15.5 **When Termination Effective.** Termination under this Article will take effect as set out in the Notice.
- 16.0 FUNDS AT THE END OF A FUNDING YEAR**
- 16.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 15.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:
- (a) demand the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.
- 17.0 FUNDS UPON EXPIRY**
- 17.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.
- 18.0 REPAYMENT**
- 18.1 **Repayment of Overpayment.** If at any time during the term of the Agreement the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

18.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

18.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

18.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address referred to in section 19.1.

18.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

19.0 NOTICE

19.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as set out in Schedule “B”, or as either Party later designates to the other by Notice.

19.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

19.3 **Postal Disruption.** Despite section 19.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

20.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

20.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any

terms and conditions on such consent and the Recipient will comply with such terms and conditions.

21.0 SEVERABILITY OF PROVISIONS

- 21.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

22.0 WAIVER

- 22.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 19.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

23.0 INDEPENDENT PARTIES

- 23.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

24.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- 24.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.
- 24.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

25.0 GOVERNING LAW

- 25.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

26.0 FURTHER ASSURANCES

- 26.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

27.0 JOINT AND SEVERAL LIABILITY

27.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

28.0 RIGHTS AND REMEDIES CUMULATIVE

28.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

29.0 ACKNOWLEDGEMENT OF OTHER LEGISLATION AND DIRECTIVES

29.1 **Recipient Acknowledges.** The Recipient:

- (a) acknowledges that by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the BPSAA, the PSSDA, and the *Auditor General Act* (Ontario);
- (b) acknowledges that Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the BPSAA; and
- (c) will comply with any such legislation, including directives issued thereunder, to the extent applicable.

30.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

30.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply (a “**Failure**”) with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies;
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

31.0 SURVIVAL

31.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions, section 4.2(d), 4.7, section 5.2, section 7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections 7.2, 7.3, 7.4, 7.5, 7.6, Article 8.0, Article 11.0, section 13.2,

sections 14.2 and 14.3, sections 15.1, 15.2(d), (e), (f), (g) and (h), Article 17.0, Article 18.0, Article 19.0, Article 21.0, section 24.2, Article 25.0, Article 27.0, Article 28.0, Article 29.0, Article 30.0, and Article 31.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$20,000.00
Expiration Date	90 days after the final report due date in Schedule "F"
Amount for the purposes of section 5.2 of Schedule "A"	\$1,000.00
Insurance	\$ 2,000,000.00
Contact information for the purposes of Notice to the Province	Name: Ministry of the Environment and Climate Change Operations Division, Northern Region Address: 435 James Street South, Suite 331, Thunder Bay, ON P7E 6S7 Attention: Michelle McChristie Fax: (807) 475-1754 Email: Michelle.McChristie@ontario.ca Telephone: (807) 475-1693
Contact information for the purposes of Notice to the Recipient	Name: The Corporation of the City of Sault Ste. Marie Address: 99 Foster Drive, PO Box 580, Sault Ste. Marie, ON P6A 5N1 Attention: Catherine Taddo Fax: (705) 541-7165 Email: c.taddo@cityssm.on.ca Telephone: (705) 759-5380
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Name: Jerry Dolcetti Position: Commissioner of Engineering and Planning Fax: (705) 541-7165 Email: j.dolcetti@cityssm.on.ca Telephone: (705) 759-5384

Additional Provisions:

B.1 The following definitions are added to section 1.2 of Schedule "A" in alphabetical order:

NIL

B.2 Article 4 of Schedule "A" is amended by adding the following new sections:

- 4.11 **Project Over Budget.** The Recipient acknowledges that should Project expenses exceed the amounts in the Budget, the Province is not responsible for any additional funding and the Recipient undertakes to incur all further costs necessary to complete the Project.
- 4.12 **Moving Funds.** Despite section 4.5, the Recipient may move Funds equaling up to ten percent (10%) of the allocation in one line within a Budget category to another line within the same Budget category, except for expenses listed under the Budget category "Other" in Schedule "D" which may not be moved without approval from the Province. In moving Funds under this section 4.12, the Recipient may not reduce any Budget line by more than ten percent (10%) of its original allocation or increase any Budget line by more than twenty percent (20%) of its original allocation.
- 4.13 **Intellectual Property.** The Province is not the owner of any intellectual property generated as a result of the Agreement.

B.3 Article 8 of Schedule "A" is amended by adding the following new sections:

- 8.3 **Open Data.** The Recipient agrees that the Province may publicly release the following information, whether in hard copy or in electronic form, on the internet or otherwise: Recipient name, Recipient contact information, Recipient address or general location, amount of Maximum Funds and/or Funds, Project description, Project objectives/goals, Project location, Project results reported by the Recipient and Budget. However, the Province and the Recipient agree that such permission does not apply to the following: NIL.
- 8.4 **Announcements.** The Recipient shall not publicly announce receiving the Funds or anything to do with the Agreement, including requesting the presence of the Minister of the Environment and Climate Change at one or more Project events, until permitted by the Province.

B.4 **Conjunctions.** Where, pursuant to section 9.1 of Schedule "A", any sections have been modified to add or delete an item from a list, the "and" or "or" conjunction used before the last item on the list shall be deemed to have been moved to the penultimate item on the modified list.

B.5 The following event is added to section 15.1 of Schedule "A":

- (e) the Recipient fails to respond to any inquiry of the Province pertaining to the PSSDA.

B.6 Article 19 of Schedule "A" is amended by adding the following new sections:

- 19.4 **Exception.** Despite Section 19.2 if either Party receives a Notice on a non-Business Day, or after 5 p.m. on a Business Day, the Notice shall be deemed to have been received on the next Business Day.
- 19.5 **Notice by Telephone.** For clarity, Notice may not be given or received by telephone, despite the inclusion of a telephone number (if any) in the table in Schedule "B".

B.7 The following new provisions are added following Article 31.0 Survival of Schedule "A":

32.0 ACCESSIBILITY

- 32.1 **Meetings and Events.** In using the Funds for meetings, events or similar, the Recipient will consider the accessibility needs of attendees with disabilities, both in terms of physical access to the event/meeting space, as well as access to the event/meeting

contents and proceedings. The Recipient will use best efforts to accommodate these needs.

- 32.2 **Meetings and Events Examples.** For assistance with the Recipient's obligations under section 32.1, examples of areas where accessibility should be considered include: refreshment and dietary arrangements; communications (e.g. alternate formats – large print, screen readers, Braille, audio format; assistive technologies); and venue selection. Materials to assist in these considerations may be found on the website of the Ministry of Economic Development, Employment & Infrastructure (http://www.mcse.gov.on.ca/en/mcss/programs/accessibility/understanding_accessibility/planning_meeting.aspx#).
- 32.3 **Venues.** In using the Funds for venues, the Recipient will consider the accessibility needs of attendees with disabilities when selecting a venue, both in terms of exterior and interior access. The Recipient will use best efforts to accommodate these needs.
- 32.4 **Venue Examples.** For assistance with the Recipient's obligations under section 32.3, examples of areas where accessibility should be considered include: parking, sidewalks/paths of travel, accessible transit, entrances and lobbies, elevators, accessible washrooms, hallways and corridors, and meeting and conference rooms. Materials to assist in these considerations may be found on the website of the Ministry of Economic Development, Employment & Infrastructure (http://www.mcse.gov.on.ca/en/mcss/programs/accessibility/understanding_accessibility/planning_meeting.aspx#).

33.0 ENVIRONMENTAL INITIATIVES

- 33.1 **Meetings.** In using the Funds for meetings, the Recipient will use best efforts to hold virtual meetings instead of requiring attendees to travel to meetings in person.
- 33.2 **Printing.** In using the Funds for printing, the Recipient will use best efforts to:
- (a) minimize the need to print documents by scanning and e-mailing documents that might otherwise be printed;
 - (b) print or copy double-sided and in black and white when printing or copying is necessary; and
 - (c) purchase paper from environmentally responsible sources.
- 33.3 **Environmentally Responsible Sources.** For assistance with the Recipient's obligations under section 33.2(c), environmentally responsible sources provide virgin bulk paper certified by third party verified forest certification systems such as Forest Stewardship Council (FSC), Canadian Standards Association (CSA) or Sustainable Forest Initiative (SFI).

34.0 PERSONAL INFORMATION and PARTICIPATION BY MINORS

- 34.1 **Permissions.** The Recipient agrees and covenants that it has or will receive permission to disclose the personal information of all individuals whose personal information is disclosed in the Agreement, Reports or other reports, and, in the case of minors, the legal guardian or parent has provided such permission on behalf of the minor.

34.2 **Consent of Legal Guardian.** The Recipient acknowledges that it is the responsibility of the Recipient to obtain express written consent from the legal guardian of any minors who are involved in any way with the Project.

SCHEDULE "C"

PROJECT DESCRIPTION AND TIMELINES

C.1 BACKGROUND

The St. Marys River is a 112 kilometre connecting channel between Lake Superior and Lake Huron. The river was designated as a Great Lakes area of concern in the 1987 Great Lakes Water Quality Agreement, primarily as a result of shoreline development, and historic contamination from municipal and industrial effluent.

Actions to restore environmental conditions in the area of concern are guided by a remedial action plan which includes recommendations to mitigate sewage bypasses, which is facilitated by reducing stormwater inflow and infiltration to the sanitary sewer system.

Since all water entering a sewage treatment facility must be treated, inflow and infiltration leads to an increase in operating costs and increased environmental impacts. During rain events, excess volumes of stormwater can contribute to sewer backups and overflows—resulting in environmental impacts in receiving water, such as the St. Marys River. Minimizing inflow and infiltration reduces capital and operating costs and can also increase the lifetime-capacity of a treatment facility and distribution system.

The Project is a continuation of an evaluation of the Recipient's sanitary sewer collection system to identify extraneous infiltration and inflow. The Dell Avenue sanitary sewer system was chosen for this study due to known impacts from previous storm events. The Recipient initiated the infiltration and inflow study in 2014 and was funded by Environment Canada and the Recipient. During this period, the Recipient hired Cole Engineering Group Ltd through a process that was consistent with the Recipient's purchasing practices to assist in implementing the study. Cole Engineering assisted the Recipient with: reviewing site locations for the seven (7) heated rain gauges and five (5) flow meters that will be used for ongoing monitoring; specifying equipment requirements and ordering equipment; and providing an orientation to staff on a demonstration version of Data Current, a web-based program for analyzing flow data. As part of the Project, Cole Engineering will assist with the installation of rain gauges, flow meters, and monitoring equipment. Cole Engineering will also provide training to the Recipient's staff on data collection and analysis to develop long-term in-house knowledge and skills.

C.2 PROJECT OBJECTIVE

The objective of the Project is to improve the Recipient's understanding of the condition of the Dell Avenue sanitary sewer system in the City of Sault Ste. Marie by locating areas with high inflow and infiltration and assessing the impact of inflow and infiltration on the sanitary sewer system, and increase the Recipient's knowledge of assessment approaches and methodologies to enable them to continue this work in other areas of the city.

C.3 SCOPE OF PROJECT

The Recipient will monitor their sanitary sewer system utilizing a series of flow meters and rain gauges to assess the amount of inflow and infiltration into the system. The Project will mainly be conducted by: the Recipient's engineering technicians who will collect and analyze the data; Cole Engineering will provide data analysis quality control, cross-training support, and will troubleshoot concerns throughout the duration of the Project. The Recipient will conduct maintenance on the flow meters and rain gauges as required throughout the duration of the Project.

Specifically:

C.3.1 The Recipient will assess locations to install the previously purchased rain gauges and flow meters to ensure suitability, and complete any required maintenance prior to installation. This entails measuring

the pipe size in the sanitary sewers to ensure proper bands are ordered, taking photographs to evaluate the condition of the pipes, flushing the sanitary sewer system in the study area, testing signal strength at each of the proposed rain gauge sites with a laptop, and identifying underground utilities to ensure safe installation of the rain gauges;

C.3.2 The Recipient will work with Cole Engineering, who will assist the Recipient's staff with the installation of the seven (7) rain gauges across the community and five (5) flow meters in the Dell Avenue sanitary sewer system. For this task, Cole Engineering will train the Recipient's staff on installation and management best practices, in order to enable the Recipient to continue this study in other areas of their sanitary sewer system;

C.3.3 The Recipient will purchase a subscription to Data Current, a web-based data management system, and retain the services of Cole Engineering who will provide ongoing technical support to the Recipient;

C.3.4 The Recipient will complete comprehensive monitoring and tracking of infiltration and inflow through the use of Data Current. Monitoring will focus on the Dell Avenue sanitary sewer system in the City of Sault Ste. Marie. This will entail analyzing data from the flow meters and rain gauges which will be uploaded to Data Current. The Recipient will relocate the flow meters within the Dell Avenue sanitary sewer system as necessary to narrow down problem areas;

C.3.5 The Recipient will complete analysis, through Data Current, of rainfall records and will identify and quantify the location and amount of extraneous inflow and infiltration during wet-weather flow in sanitary sewers;

C.3.6 The Recipient will complete standard maintenance on the flow meters to ensure reliability and accuracy of data collected;

C.3.7 The Recipient will work with Cole Engineering, who will assist Recipient staff in identifying areas of high infiltration and recommend the relocation of flow meters if necessary; and

C.3.8 The Recipient will work with Cole Engineering to compile results, assess findings and recommend next steps (e.g. smoke testing, dye testing, wet weather CCTV) to determine potential causes of inflow and infiltration.

C.4 TIMELINES

The following are the timelines for the Project:

Project Initiative (Work)	Start-Finish Date
C.3.1 Assess monitoring locations	August 3 – September 30, 2015
C.3.2 Install equipment	August 3 – September 30, 2015
C.3.3 Subscribe to Data Current	September 2015 – December 2016
C.3.4 Monitor rainfall and flow data and upload data to Data Current	September 2015 – December 2016
C.3.5 Complete data analysis using Data Current	September 2015 – December 2016
C.3.6 Maintain equipment	September 2015 – December 2016
C.3.7 Identify areas of high inflow and infiltration	September 2015 – December 2016
C.3.8 Compile results	January 2017 – February 2017

C.5 PROJECT PARTICIPANTS

The Project will be undertaken by the following Project team members:

Organization	Participant Name	Role and responsibility of the participant/organization in the Project
Recipient	Catherine Taddo	Land development and environmental engineer will supervise all staff
Recipient	Dan Perri	Engineering intern will oversee day-to-day project management once equipment is operational, and develop drainage data for inputs
Recipient	Madison Zuppa	Environmental initiatives coordinator will provide project coordination during the planning phase of the Project, liaise between staff and Cole Engineering, and purchase equipment
Recipient	Daren Stadnisky	Engineering technician II will complete data collection and analysis, and perform regular maintenance of equipment
Recipient	Cameron Hewgill	Engineering technician I will complete data collection and analysis, and perform regular maintenance of equipment
Recipient	Scott Mathews	GIS technician will provide mapping support for the Project
Cole Engineering	Holly Whittington	Project manager will provide Project management
Cole Engineering	Drew Corbett	Project coordinator will assist with the installation of equipment on-site
Cole Engineering	Sandy Duan	Data analyst will review and clean data and perform data audits for verification purposes
Cole Engineering	David Columbus	Senior field technician will provide support to the project manager and to field staff

C.6 PERFORMANCE MEASURES AND TARGETS

In carrying out the Project, the Recipient will use the following measures and aim to meet the following targets to assess its success in meeting the Project objective:

Performance Measures	Performance Targets
Length of system surveyed	15 kms (four priority areas) surveyed
Area of system surveyed	150 ha (four priority areas) surveyed
Number of staff trained	3 engineering technicians trained
Identification of areas with inflow and/or infiltration in the Dell Avenue sanitary sewer system	4 areas identified

SCHEDULE "D"

BUDGET

Project Expenditures	Budgeted Cost	Amount from the Funds	Value of confirmed in-kind support*
PROFESSIONAL FEES: Consultant fees for assisting with the installation of the flow meters and rain gauges as described in Section C.3.2; identification of areas of high infiltration as described in Section C.3.7; and compilation of results, assessment of findings and recommendations as described on C.3.8, calculated as:			
Project manager - 62 hours x \$112/h	\$ 6,944.00	\$ 5,000.00	\$ 1,944.00
Project coordinator - 4 hours x \$94/h	\$ 376.00	\$ -	\$ 376.00
Data analyst - 144 hours x \$80/h	\$ 11,520.00	\$ 8,000.00	\$ 3,520.00
Senior field technician - 37 hours x \$75/h	\$ 2,775.00	\$ 2,000.00	\$ 775.00
Administrative support (reviewing, formatting documents)	\$ 366.00	\$ -	\$ 366.00
SUBTOTAL PROFESSIONAL FEES	\$ 21,981.00	\$ 15,000.00	\$ 6,981.00
 EQUIPMENT: Bands to support the installation of flow meters in the sanitary sewer, calculated as:			
9-10.3" band, \$231.00 x 2	\$ 462.00	\$ -	\$ 462.00
12.5-14.75" band, \$247.00 x 1	\$ 247.00	\$ -	\$ 247.00
15.75-18.75" band, \$256.00 x 1	\$ 256.00	\$ -	\$ 256.00
28.5-36.75" band, \$315.00 x 1	\$ 315.00	\$ -	\$ 315.00
Laptop to complete on-site maintainance	\$ 3,660.00	\$ -	\$ 3,660.00
SUBTOTAL EQUIPMENT	\$ 4,940.00	\$ -	\$ 4,940.00
 TRAVEL: Travel for two consultants to complete work in Sault Ste. Marie as described in Section C.3.2, calculated as:			
Air travel to Sault Ste. Marie from Toronto for two consultants	\$ 1,200.00	\$ -	\$ 1,200.00
Car rental in Sault Ste. Marie	\$ 250.00	\$ -	\$ 250.00
Overnight accommodation and meals in Sault Ste. Marie for two consultants	\$ 800.00	\$ -	\$ 800.00
SUBTOTAL TRAVEL	\$ 2,250.00	\$ -	\$ 2,250.00
 OTHER: Subscription to Data Current, as described in Section C.3.3			
Subscription, calculated as \$507.56/month x 16 months	\$ 8,120.96	\$ 5,000.00	\$ 3,120.96
TOTALS	\$ 37,291.96	\$ 20,000.00	\$ 17,291.96

*all in-kind support for the Project is from the Recipient

D.1 BUDGET NOTES

- (a) **Ineligible costs** – For clarity, in addition to any other costs identified or described as ineligible in the Agreement, the following is a non-exhaustive list of costs for which the Province will not provide any Funds:
- (i) **Fundraising** – any costs related to developing a business case, funding proposal or other activity with a similar aim;
 - (ii) **Lobbying** – any costs related to activities undertaken with the actual or perceived intention of lobbying;
 - (iii) **Non-Project costs** – any costs not related to the Project;
 - (iv) **Pre-Project costs** – any costs incurred prior to the Effective Date, unless explicitly stated otherwise in this Agreement;
 - (v) **Refundable expenses** – costs deemed ineligible in accordance with section 4.9 of Schedule “A”; and
 - (vi) Any costs which are an inappropriate use of public funds in the sole opinion of the Province.
- (b) **Consulting work** (under “Professional Fees”) – The Recipient has already selected Cole Engineering as the consultant to assist with the Project as described in Sections C.3.2, C.3.3, C.3.7, and C.3.8. The Recipient confirms that it has provided the Province with a description of the procurement process and a justification for the selection of the preferred consultant which evidences good value for money.

SCHEDULE "E"
PAYMENT PLAN

Criteria	Amount
Following Province execution of Agreement evidencing approval of Recipient Project proposal	\$8,000.00
Following Province approval of interim progress report and financial progress report as set out in Schedule "F"	\$9,000.00
Following Province approval of final report as set out in Schedule "F"	\$3,000.00
TOTAL	\$20,000.00

SCHEDULE "F"

REPORTING

Name of Report	Due Date
1. Additional Funding Report(s)	An on-going obligation of the Recipient following the Recipient's receipt of notification that it will be receiving additional funding for the Project
2. Interim Progress Report(s)	March 10, 2016
3. Financial Progress Report(s)	March 10, 2016
4. Final Report	March 10, 2017
5. Reports as specified from time to time	On a date or dates specified by the Province.

Report Due Date

For any Report due on March 31 in a year when March 31 is not on a Business Day, the due date of such report is deemed to be the Business Day immediately prior to March 31.

Reporting Templates

When reporting to the Province, the Recipient will use the templates provided by the Province (if any).

Report Details

1. The Additional Funding Reports will set out:

- (i) an accounting of any other funding received or to be received by the Recipient, including the identification of the funding organization, the amount and the specific aspect of the Project that the additional funding is supporting;
- (ii) confirmation that there is no overlap of funding from the Province and from the other funding entities.

2. The Interim Progress Report will set out:

- (i) actions undertaken to the date of the report and how they relate to the objectives of the Project;
- (ii) any Project milestones achieved within the reporting period and show how Project objectives / expectations have been met;
- (iii) for any staff position covered in whole or in part by the some or all of the Funds, confirmation of the time spent by the staff person on the Project;

- (iv) set out any variances from the Timelines, the reasons for such variances and the strategy used to correct the variances and achieve the Project objectives; and
- (v) a statement confirming the Recipient is in compliance with the terms and conditions of the Agreement except as disclosed in the interim progress report, signed by the Chief Operating Officer, the Board chair or equivalent.

3. The Financial Progress Report will set out:

- (i) an interim accounting of all Project expenditures to date signed by the Chief Financial Officer, the Board chair or equivalent, if applicable, or as otherwise agreed to by the Province confirming actual Project expenditures and providing an explanation for any variances from the Budget;
- (ii) an accounting of any other funding received by the Recipient, the identification of the funding organization, the amount and the specific aspect of the Project that the additional funding is supporting as well as a statement confirming that there is no overlap of funding from the Province and from any other organization; and
- (iii) whether or not the Project as described in the Agreement can be completed.

4. The Final Report will:

- (i) describe all actions undertaken in carrying out the Project and how they relate to the objectives of the Project;
- (ii) discuss Project objectives / expectations, confirming that Project objectives / expectations were met, setting out lessons learned;
- (iii) for any staff position covered in whole or in part by the some or all of the Funds, confirmation of the time spent by the staff person on the Project;
- (iv) include a final accounting of all Project expenditures signed by the Chief Financial Officer, and the Board chair or equivalent if applicable, or as otherwise agreed to by the Province, confirming actual Project expenditures and providing an explanation for any variances from the Budget;
- (v) include an accounting of any unspent Funds and an explanation as to why there are remaining Funds;
- (vi) include a final accounting of the other funding received by the Recipient, the identification of the funding organization, the amount and the specific aspect of the Project that the additional funding supported as well as a statement confirming that there has been no overlap of funding from the Province and from any other organization; and
- (vii) include a statement signed by the Chief Operating Officer, the Board chair or equivalent confirming Recipient compliance with the terms and conditions of the Agreement, except as disclosed in the final report.

5. Other Reports:

- (i) the Province will specify the timing and content of any other Reports as may be necessary.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-156

APPOINTMENT: (A1.3) A by-law to appoint Albert Horsman as Chief Administrative Officer (CAO) and to repeal By-law 1996-22 and By-law 2015-71.

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

1. APPOINTMENT – CHIEF ADMINISTRATIVE OFFICER

Albert Horsman is hereby appointed Chief Administrative Officer to perform the responsibilities as set out in By-law 2007-48 for a four year term commencing September 28, 2015 and concluding September 27, 2019 at the salary level for this position set out in By-law 2002-194 (non-union job classifications, salaries and benefits).

2. REPEAL OF BY-LAWS 1996-22 and 2015-71

By-Laws 1996-22 and 2015-71 are hereby repealed.

3. EFFECTIVE DATE

This by-law becomes effective on September 28, 2015.

PASSED in open Council this 14th day of September, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2015-157

AGREEMENT: (E2.3) A by-law to authorize the execution of an agreement between the City and Pinchin Ltd. for engineering fees for the wastewater facility designated substance surveys.

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 September 14, 2015 between the City and Pinchin Ltd. a copy of which is attached as Schedule "A" hereto. This agreement is for engineering fees for the wastewater facility designated substance surveys.

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 14th day of September, 2015.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

MEMORANDUM OF AGREEMENT dated the 14 day of September

A. D. 2015

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

PINCHIN LTD.

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to

Complete Designated Substance Surveys for the two treatment plants, and all of the pump stations

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

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

ARTICLE 1 - GENERAL CONDITIONS

1.01 Retainer

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

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

1.02 Services

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

1.03 Compensation

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.1.

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 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4. In the event that the Client delays the project then the Consultant shall have the right to renegotiate the agreement.

1.09

Suspension or Termination

Either party may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the Project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2. for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

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

1.10

Indemnification

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, arising directly or indirectly out of or in any way connected with the Services, this Project and 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 \$5,000,000 per occurrence and in the aggregate for general liability and \$5,000,000 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 \$5,000,000 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 forthwith obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

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

1.12 Contracting for Construction

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

1.13 Assignment

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

1.14 Previous Agreements

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

1.15 Approval by Other Authorities

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

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.23.1 (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 Act, S.O. 1991, c.17, as amended shall apply.

1.22

Time

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

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

1.23

Estimates, Schedules and Staff List

1.23.1

Preparation of Estimate of Fees, Schedule of Progress and Staff List

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

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

1.23.2

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

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

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

1.23.3

Monthly Reporting of Progress

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

ARTICLE 2 - SERVICES

2.01 Services to be provided by Consultant

The scope of the Project includes an asbestos survey and detailed designated substance survey of numerous wastewater buildings/pump stations, as follows:

- PUC Operated facilities - The seven (7) major pump stations and two (2) wastewater treatment plants
 - asbestos survey required;
- City (PWT) Operated facilities - Nineteen (19) small pump stations which do not include a building structure – asbestos survey, and a designated substance survey required.

The Consultant is to provide a computer database with the detailed asbestos survey information for the seven major pump stations, nineteen small pump stations, and two treatment plants, which must meet the requirements of the Client.

The work plan includes the following:

- bulk analysis of samples
- a minimum of 3 meetings to discuss project commencement, progress of survey, and present the findings of the report
- computer software
- one tutorial on training and use of the program
- provision of 4 copies of the final written report for the major pump stations and treatment plants:
 - 2- Public Utilities Commission (West Plant & East Plant staff);
 - 1 - City Engineering;
 - 1 - City Health and Safety.
 - Provision of 4 copies of the final written report for the small pump stations:
 - 2 - City Public Works and Transportation;
 - 1 - City Engineering;
 - 1 - City Health and Safety.

The written report is to include a print out of designated substance survey computer software or database generated information, bulk analysis report, and drawings as described above.

Credit or additional charge for collection and analysis of additional bulk samples for the determination of asbestos content will be accounted for at the agreed upon rate.

2.02 Services to be provided by Client

One (1) designated substance survey has been completed for Clark Creek Pump Station. The report will be made available to Pinchin Ltd.. The Consultant will make their own judgment as to the relevancy and validity of the information in the report as it may pertain to the assessment.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

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

(a) **Cost of the Work:**

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

(b) **Site:**

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

3.2 Basis of Payment

3.2.1 Lump-Sum Fee / Negotiated Fee

3.2.1.1 Lump-Sum Fee Basis

- (a) Fees for the scope of work covered under this Agreement will be on a Lump-Sum Fee Basis, inclusive for labour and reimbursable expenses.
- (b) Monthly progress invoices will be based on the percentage of project completed or milestone achieved. Invoices for fees are due upon presentation. Accounts unpaid after 30 days are subject to monthly interest charges at a rate of 2% per annum. 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 reasonably incurred by the Consultant in winding down the project.
- (d) HST will be added to the Lump-Sum Fee.

3.3 Payment

3.3.1 Lump Sum Fee/Negotiated Fee

(a) Compensation

The Client will compensate the Consultant in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed. Schedule A as attached specifies the Fee Schedule. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented and without hold backs, by the Client upon receipt. Interest on overdue accounts will be charged at the rate of 2% per annum.

SIGNED, SEALED AND DELIVERED

) _____
)
)
)
in the presence of:)
)
)
)
)
)
)
)
)

CONSULTANT

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

(Signature)

JEFF GROSSI
(name)

PINCHIN, COO
(title)

THE CORPORATION OF

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

MAYOR – CHRISTIAN PROVENZANO

CLERK – MALCOLM WHITE

SCHEDULE A

FEE SCHEDULE

Engineering Fees not to exceed \$15,750.00 in Canadian Funds HST extra, unless otherwise approved.

Credit or additional charge for collection and analysis of additional bulk samples for the determination of asbestos content will be at the rate of \$10.00 per sample, HST extra.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2015-158

AGREEMENT: (E2.3) A by-law to authorize the execution of the New Building Canada Fund – Small Communities Fund Agreement between the City and Her Majesty the Queen in Right Of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for the reconstruction of the Fort Creek Aqueduct on John and Wellington Streets from Queen Street to Carmen's Way.

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 the New Building Canada Fund – Small Communities Fund Agreement between the City and Her Majesty the Queen in Right Of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs, a copy of which is attached as Schedule "A" hereto. This agreement is for the reconstruction of the Fort Creek Aqueduct on John and Wellington Streets from Queen Street to Carmen's Way.

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 14th day of September, 2015.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

NEW BUILDING CANADA FUND – SMALL COMMUNITIES FUND AGREEMENT**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

(the “**Province**”)

– and –

THE CORPORATION OF THE CITY OF SAULT STE. MARIE(the “**Recipient**”)**I. BACKGROUND**

The Government of Canada established the Small Communities Fund (the “**SCF**”) as a component of the New Building Canada Fund under the Economic Action Plan 2013 as a renewed commitment to infrastructure priorities across Canada.

The Government of Canada has committed one billion dollars (\$1,000,000,000.00) over ten (10) years towards the SCF for projects in smaller communities that address local priorities while contributing to national or regional objectives, support economic growth, a clean environment and stronger communities.

The purpose of the SCF is to improve and renew public infrastructure in Ontario’s communities with populations under one hundred thousand (100,000) people.

The Government of Ontario has also made a renewed commitment to infrastructure within Ontario.

The Government of Canada and the Government of Ontario entered into the Canada – Ontario New Building Canada Fund Small Communities Fund Funding Agreement 2014-2024, effective November 3, 2014, which set out the rights, obligations and requirements with respect to investments under the SCF.

The Recipient applied to the SCF for funding to assist the Recipient in carrying out the Project, the Recipient is eligible to receive funding under the SCF and both Ontario and Canada wish to provide funding for the Project.

II. CONSIDERATION

In consideration of the mutual covenants and agreements contained in this agreement (the “**Agreement**”) and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the “**Parties**”) agree as follows:

III. ENTIRE AGREEMENT

This Agreement, including

Schedule “A” – General Terms And Conditions,
Schedule “B” – Operational Requirements And Additional Terms and Conditions,

Schedule "C" – Project Description,
Schedule "D" – Project Financial Information,
Schedule "E" – Communications Protocol,
Schedule "F" – Reporting Requirements, and
any amending agreement entered into as provided for below,

constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

IV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

V. AMENDING AGREEMENT

This Agreement may only be amended by a written agreement duly executed by the Parties.

VI. ACKNOWLEDGEMENT

The Recipient:

- (a) Acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (b) Agrees to be bound by the terms and conditions in the entire Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Rural Affairs

Name: Randy Jackiw Date _____
Title: Assistant Deputy Minister (A) _____

I have the authority to bind the Crown pursuant to delegated authority.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

AFFIX
CORPORATE
SEAL

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

I/We have the authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

ARTICLE 1 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpreting this Agreement:

- (a) Words in the singular include the plural and *vice versa*;
- (b) Words in one gender include all genders;
- (c) The headings do not form part of this Agreement; they are for reference only and will not affect the interpretation of this Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as that statute and regulations may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of the Agreement provides otherwise;
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles in effect in Canada; and
- (h) The words “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

1.2 Definitions. In this Agreement, the following terms will have the following meaning

“Aboriginal Group” includes the In dian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“Additional Conditions” means the terms and conditions referred to in section 9.1 of Schedule “A” of this Agreement and specified in section B.2 of Schedule “B” of this Agreement.

“Arm’s Length” has the meaning given to it under the *Income Tax Act (Canada)* as in effect on the Effective Date of this Agreement and as treated or defined under Generally Accepted Accounting Principles.

“Asset” means any moveable or non-moveable real or personal property constructed, rehabilitated or improved, in whole or in part, with Funds provided under this Agreement.

“Auditor General” means the Auditor General of Ontario and/or the Auditor General of Canada, depending on the context.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010*.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance

Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Canada” means Her Majesty the Queen in Right of Canada.

“Communications Protocol” means the protocol set out under Schedule “E” of this Agreement.

“Conflict of Interest” includes any and all circumstances where the Recipient or any Person who has the capacity to influence the Recipient’s decisions has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project or this Agreement.

“Contract” means an agreement between the Recipient and a third-party whereby the third-party agrees to provide a good or service for the Project in return for financial consideration that may be claimed by the Recipient as an Eligible Cost.

“Effective Date” means the date on which this Agreement is effective, as set out under section B.1.1 of Schedule “B” of this Agreement.

“Eligible Costs” means those costs set out under section D.3 of Schedule “D” of this Agreement.

“Event of Default” has the meaning ascribed to it in section 15.1 of Schedule “A” of this Agreement.

“Expiration Date” means the date on which this Agreement will expire, as set out under section B.1.2 of Schedule “B” of this Agreement unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

“FAA” means the *Financial Administration Act*.

“Failure” means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*.

“Funding Year” means:

- (a) In the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31, and
- (b) In the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money provided to the Recipient pursuant to this Agreement.

“Holdback” means the amount set out under section D.1.2 of Schedule “D” of this Agreement.

“Indemnified Parties” means Her Majesty the Queen in Right of Ontario, Her Ministers, appointees, officers, employees, servants and agents as well as Her Majesty the Queen in Right of Canada, Her Ministers, appointees, officers, employees, servants and agents.

“Ineligible Costs” means those costs set out under section D.4 of Schedule “D” of this Agreement.

“Maximum Funds” means the maximum amount of Funds the Recipient is eligible to receive under this Agreement, as set out under section D.1.1 of Schedule “D” of this Agreement.

“Minister” means the Minister of Agriculture, Food and Rural Affairs.

“Notice” means any communication given or required to be given pursuant to this Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C” of this Agreement.

“Project Approval Date” means the date set out in section B.1.3 of Schedule “B” of this Agreement and is the first date in which the Recipient may incur Eligible Costs for the Project.

“Project Completion Date” means the date set out in section B.1.4 of Schedule “B” of this Agreement and is the last date in which the Recipient may incur Eligible Costs for the Project.

“Project Investment Commitment” means the minimum financial contribution that the Recipient will provide toward completing the Project, as set out under section D.2.1 of Schedule “D” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996*.

“Reports” means the reports set out under Schedule “F” of this Agreement.

“Requirements of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

“Substantial Completion” has the same meaning as “substantially performed”, as defined under section 2(1) of the *Construction Lien Act*.

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

- 1.3 *Expiration Of Agreement.*** This Agreement will expire on the Expiration Date, unless amended or terminated prior to the Expiration Date in accordance with the terms and conditions of this Agreement.
- 1.4 *Conflict.*** Subject to section 9.1 of Schedule “A” of this Agreement, in the event of a conflict between this Schedule “A” of the Agreement and any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

- 2.1 *General Representations, Warranties And Covenants.*** The Recipient represents, warrants and covenants that:
- (a) It is, and will continue to be for the Term of this Agreement, a validly existing legal entity with the full power to fulfill its obligations under this Agreement;
 - (b) Where applicable, it has passed the requisite by-laws to enter into this Agreement and undertake the Project;
 - (c) It is in compliance with all Requirements of Law and it will remain in compliance with all Requirements of Law throughout the Term of this Agreement;
 - (d) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
 - (e) It has secured the funds necessary to meet its Project Investment Commitment;
 - (f) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project or it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
 - (g) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true, correct and complete at the time the Recipient provided it.
- 2.2 *Execution Of Agreement.*** The Recipient represents and warrants that it has:
- (a) The full power and authority to enter into this Agreement; and
 - (b) Taken all necessary actions to authorize the execution of this Agreement.
- 2.3 *Governance.*** The Recipient represents, warrants and covenants that it has in writing and will maintain for the Term of this Agreement:
- (a) A code of conduct and ethical responsibilities for the Recipient;
 - (b) Procedures to ensure the ongoing effective functioning and continuance of the Recipient until the Expiration Date of this Agreement;
 - (c) Decision-making mechanisms;
 - (d) Procedures for the prudent and effective management of any Funds being provided under this Agreement;
 - (e) Procedures to enable the timely identification of risks that would interfere with the Recipient meeting its obligations under this Agreement and strategies to address the identified risks;
 - (f) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and

- (g) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

2.4 Proof Of Compliance Upon Ontario's Request. Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article 2 of the Agreement.

2.5 Additional Covenants. The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections 2.1, 2.2 or 2.3 of Schedule "A" of this Agreement during the Term of this Agreement; and
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement.

ARTICLE 3 THE RECIPIENT AND THE PROJECT

3.1 Project Investment Commitment. The Recipient will invest a minimum amount equal to the Project Investment Commitment for the Project between the Effective Date of this Agreement and the Project Completion Date or the termination of this Agreement, whichever is sooner.

3.2 Project Financing. The Recipient acknowledges and agrees that:

- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project in the event that its original financing situation in regards to its Project Investment Commitment changes;
- (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
- (c) It is solely responsible for securing any additional financing required to complete the Project in the event that its Project Investment Commitment is not sufficient to complete the Project.

3.3 Responsibility For The Project. The Recipient acknowledges and agrees that the Recipient is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient further agrees that it will not seek to hold the Province or Canada responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, court, tribunal or arbitrator.

3.4 Project Completion. The Recipient will ensure that the Project is Substantially Completed by the Project Completion Date in accordance with the terms and conditions of this Agreement.

ARTICLE 4

FUNDS AND CARRYING OUT THE PROJECT

4.1 Funds Provided. The Province will:

- (a) Provide the Recipient up to the Maximum Funds for the sole purpose of carrying out the Project;
- (b) Provide the Funds to the Recipient in accordance with section D.5 of Schedule "D" of this Agreement;
- (c) Deposit the Funds into an account designated by the Recipient, provided that account:
 - (i) Resides at a Canadian financial institution, and
 - (ii) Is in the name of the Recipient.

4.2 Limitation On Payment Of Funds. Despite section 4.1 of Schedule "A" of this Agreement:

- (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 12.2 of Schedule "A" of this Agreement;
- (b) The Province is not obligated to provide any instalment or payment of Funds until it is satisfied with the progress of the Project;
- (c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to Article 7 of Schedule "A" of this Agreement;
- (d) If, pursuant to the *FAA*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs, or
 - (ii) Terminate the Agreement pursuant to section 14.1 of Schedule "A" of this Agreement;
- (e) If the Province does not receive sufficient funds from Canada, the Province is not obligated to make any payment to the Recipient, and, as a consequence, the Province may:
 - (i) Reduce the amount of Funds being provided under the Agreement and, in consultation with the Recipient, change the Project without liability, penalty or costs,
 - (ii) Recover Funds already paid to the Recipient, or
 - (iii) Terminate the Agreement in the same manner as is set out under section 14.1 of Schedule "A" of this Agreement;
- (f) The Province may impose a Holdback on any instalment of Funds and will not be obligated to pay that Holdback to the Recipient until forty-five (45) Business Days after the Province approves the Recipient's Final Report.

4.3 Use Of Funds And Project. The Recipient will:

- (a) Carry out the Project in accordance with the terms and conditions of this Agreement;
- (b) Use the Funds only for Eligible Costs that are directly related to the Project and are for the sole purpose of carrying out the Project; and
- (c) Not use the Funds on Ineligible Costs or to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

- 4.4 Province And Canada's Role Limited To Providing Funds.** For greater clarity, the Province and Canada's role under this Agreement is strictly limited to providing Funds to the Recipient for the purposes of the Project and the Province and Canada are not a decision-maker in regards to the Project nor is the Province or Canada responsible for carrying out the Project. Without limiting the generality of the foregoing, the fact that the Province or Canada may conduct reviews and/or audits of the Project as provided for hereinafter or the Province issues directions, consents to changes to the Project or impose conditions upon any consents in accordance with the terms and conditions of this Agreement will not be construed by the Recipient as the Province having a management, decision-making or advisory role in relation to the Project. The Recipient further agrees that the Recipient will not seek to name the Province or Canada as a decision-maker, advisor or manager of the Project in any matter before a third party, court, tribunal or arbitrator.
- 4.5 Provision Of Funds Does Not Obligate Province Or Canada To Assist Recipient In Obtaining Approvals, Licences or Permits.** The Recipient acknowledges and agrees that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature or Parliament to issue any type of approval, licence, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under this Agreement.
- 4.6 No Changes.** The Recipient will not make any changes to the Project without providing Notice to the Province and receiving the Province's prior written consent before undertaking any changes to the Project.
- 4.7 Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution. The Recipient will hold the Funds in trust for the Province until the Recipient needs the Funds for the Project.
- 4.8 Recipient Earning Interest On Funds.** If the Recipient earns any interest on the Funds, the Province may:
- (a) Deduct an amount equal to the interest from any further installment of the Funds; or
 - (b) Demand from the Recipient the repayment of an amount equal to the interest.
- 4.9 No Provincial Payment Of Interest.** The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient.
- 4.10 Maximum Funds.** The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.
- 4.11 Rebates, Credits and Refunds.** The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, including taxes, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.
- 4.12 Funds Are Part Of A Social Or Economic Program.** The Recipient acknowledges and agrees that any Funds provided under this Agreement is for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE 5

RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

5.1 Acquisition. If the Recipient acquires goods, services or both with the Funds, it will:

- (a) Do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient; and
- (b) Comply with any Requirements of Law and any procurement policies that may be applicable to how the Recipient acquires goods, services or both.

Without limiting the generality of the foregoing:

- (a) Where the Recipient is a municipal entity to which the *Municipal Act, 2001* (Ontario) is applicable, the Recipient will follow its procurement policies when procuring goods, services or both; and
- (b) Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001* (Ontario) and the Recipient is looking to procure goods, services or both, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient will obtain at least three (3) written quotes when procuring goods, services or both.

5.2 Contracts. The Recipient will ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Require that any parties to those Contracts comply with all Requirements of Law; and
- (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province sees fit in connection with Article 7 of Schedule "A" of this Agreement.

5.3 Revenue From Assets. The Recipient will provide Notice to the Province when an Asset in any given Funding Year generates revenue that exceeds its costs, including operating costs, alternative financing partnerships or public-private partnership costs and provisions for future life cycle costs. The Province may, in its sole and absolute discretion, demand the amount of revenue generated from the Asset in excess of its costs within the first five (5) years after the Project is substantially Completed that is proportionate to the Funds provided under this Agreement to be an overpayment and the Recipient will repay that overpayment to the Province.

5.4 Disposal. The Recipient will not, without the Province's prior written consent, sell, lease or otherwise dispose of any Asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount set out in section B.1.5 of Schedule "B" of this Agreement at the time of purchase for the time period set out under section B.1.6 of Schedule "B" of this Agreement. In the event the Recipient fails to comply with the requirements set out under this section 5.3 of Schedule "A" of this Agreement, the Province may recover its Funds from the Recipient in accordance with section B.1.7 of Schedule "B" of this Agreement. For greater clarity, the remedy provided under this section 5.3 of Schedule "A" of this Agreement does not limit any other remedies that the Province may have under this Agreement.

ARTICLE 6 CONFLICT OF INTEREST

- 6.1** **No Conflict Of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2** **Disclosure To The Province:** The Recipient will:
- (a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
 - (b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

ARTICLE 7 REPORTING, ACCOUNTING AND REVIEW

- 7.1** **Preparation And Submission.** The Recipient will:
- (a) Submit to the Province at the address referred to in section B.1.8 of Schedule "B" of this Agreement all Reports in accordance with the timelines and content requirements set out in Schedule "F" of this Agreement, or in a form as specified by the Province from time to time;
 - (b) Ensure that all Reports are completed to the satisfaction of the Province; and
 - (c) Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer and that the accompanying attestation has been completed.
- 7.2** **Records Maintenance.** The Recipient will keep and maintain for a period of seven (7) years from the Expiration Date of this Agreement:
- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
 - (b) All non-financial documents and records relating to the Funds or otherwise to the Project.
- 7.3** **Inspection.** The Province and Canada, their authorized representatives or an independent auditor identified by the Province or Canada may, at their own expense, upon twenty-four (24) hours' Notice to the Recipient during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province or Canada, their authorized representatives or an independent auditor identified by the Province or Canada may take one or more of the following actions:
- (a) Inspect and copy the records and documents referred to in section 7.2 of Schedule "A" of this Agreement;
 - (b) Remove any copies made pursuant to section 7.3(a) of Schedule "A" of this Agreement from the Recipient's premises; and
 - (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.
- 7.4** **Disclosure.** To assist in respect of the rights set out under section 7.3 of Schedule "A" of this Agreement, the Recipient will disclose any information requested by the Province or Canada, their authorized representatives or an independent auditor identified by the Province or Canada and will do so in the form requested by the Province or Canada, their

authorized representatives or an independent auditor identified by the Province or Canada, as the case may be.

- 7.5 No Control Of Records.** No provision of this Agreement will be construed so as to give the Province or Canada any control whatsoever over the Recipient's records.
- 7.6 Auditor General.** For greater certainty, the Province and Canada's rights under this Article of the Agreement are in addition to any rights provided to the Auditor General.

ARTICLE 8 COMMUNICATIONS

- 8.1 Acknowledgement And Support.** The Recipient will follow the Communications Protocol set out under Schedule "E" of this Agreement.

ARTICLE 9 ADDITIONAL CONDITIONS

- 9.1 Additional Conditions.** The Recipient will comply with any Additional Provisions set out under section B.2 of Schedule "B" of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Conditions and any requirements of this Schedule "A" of the Agreement, the Additional Conditions will prevail.

ARTICLE 10 ACCESS TO INFORMATION

- 10.1 Access To Information.** The Recipient acknowledges that the Province is bound by the FIPPA and that Canada is bound by the *Access to Information Act* (Canada).
- 10.2 Disclosure Of Information.** Any information provided to the Province or Canada in connection with the Project or otherwise in connection with this Agreement may be subject to disclosure in accordance with FIPPA, the *Access to Information Act* (Canada) and any other Requirements of Law.

ARTICLE 11 INDEMNITY

- 11.1 Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, including claims for infringement of rights, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the negligence or wilful misconduct of the Province or Canada, as the case may be.

- 11.2 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province and/or Canada, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- 11.3 Election.** The Province and/or Canada may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province and/or Canada under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- 11.4 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province and/or Canada. If the Recipient is requested by the Province and/or Canada to participate in or conduct the defence of any proceeding, the Province and/or Canada, as the case may be, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- 11.5 Recipient's Co-operation.** If the Province and/or Canada conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province and/or Canada, to the fullest extent possible in the proceedings and any related settlement negotiations.

ARTICLE 12 INSURANCE

- 12.1 Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain until the Project Completion Date, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out under section B.1.9 of Schedule "B" of this Agreement per occurrence. The policy will include the following:
- (a) The Indemnified Parties as additional insureds with respect to liability arising in the course or performance of the Recipient's obligations under, or otherwise in connection with, the Project or this Agreement;
 - (b) A cross-liability clause;
 - (c) Contractual liability coverage; and
 - (d) A thirty (30) day written notice of cancellation provision.
- 12.2 Proof Of Insurance.** The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in the Notice, that confirms the insurance coverage as required under section 12.1 of Schedule "A" of this Agreement.
- 12.3 Right Of "First Call" On Insurance Proceeds.** The Recipient will provide the Indemnified Parties with a right of "first call" or priority over any other person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance policy required under this section 12.1 of Schedule "A" of this Agreement to pay any suits, judgments, claims, demands, expenses, actions, causes of action and losses (including without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability, damages to property and injury to persons

(including death) that may be brought against the Indemnified Parties as a result of this Agreement.

ARTICLE 13 TERMINATION ON NOTICE

13.1 Termination On Notice. The Province may terminate this Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

13.2 Consequences Of Termination On Notice By The Province. If the Province terminates this Agreement pursuant to section 13.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further installments of the Funds;
- (b) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) Permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b) of Schedule "A" of this Agreement; and
 - (ii) Subject to section 4.10 of Schedule "A" of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE 14 TERMINATION WHERE NO APPROPRIATION

14.1 Termination For Insufficient Funds. If, as provided for in sections 4.2(d) or 4.2(e) of Schedule "A" of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature or from Canada for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

14.2 Consequences Of Termination For Insufficient Funds. If the Province terminates this Agreement pursuant to section 14.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further installments of the Funds;
- (b) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (c) Demand the repayment of an amount equal to any Funds provided to the Recipient, even though the Project is partially completed; and
- (d) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 14.2(b) of Schedule "A" of this Agreement.

14.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section 14.2(c) of Schedule "A" of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE 15

EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

15.1 Events Of Default. Each of the following events will constitute an Event of Default:

- (a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
 - (i) Carry out the Project;
 - (ii) Use or spend the Funds; or
 - (iii) Provide any and all Reports required under this Agreement;
- (b) The Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) The Recipient ceases to operate.

15.2 Consequences Of Events Of Default And Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) Provide the Recipient with an opportunity to remedy the Event of Default;
- (c) Suspend the payment of Funds for such a period as the Province determines appropriate;
- (d) Reduce the amount of Funds;
- (e) Cancel any further installments of the Funds;
- (f) Demand the repayment of any Funds remaining in the possession of or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds provided under this Agreement to the Recipient, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

15.3 Opportunity To Remedy. If, in accordance with section 15.2(b) of Schedule "A" of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) The particulars of the Event of Default; and
- (b) The Notice Period.

15.4 Recipient Not Remedyng. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2(b) of Schedule "A" of this Agreement, and;

- (a) The Recipient does not remedy the Event of Default within the Notice Period;
- (b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 15.2(a), (c), (d), (e), (f), (g), (h) and (i) of Schedule "A" of this Agreement.

- 15.5 When Termination Effective.** Termination under this Article 15 of Schedule "A" of this Agreement will take effect as set out in the Notice.

ARTICLE 16 FUNDS AT THE END OF A FUNDING YEAR

- 16.1 Funds At The End Of A Funding Year.** Without limiting any rights of the Province under Article 15 of Schedule "A" of this Agreement, if the Recipient has not spent all of the Funds allocated for the Funding Year, the Province may take one or both of the following actions:
- (a) Demand the return of the unspent Funds; and
 - (b) Adjust the amount of any further installments of Funds accordingly.

ARTICLE 17 FUNDS UPON EXPIRY

- 17.1 Funds Upon Expiry.** The Recipient will, upon the expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

ARTICLE 18 REPAYMENT

- 18.1 Repayment Of Overpayment.** If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:
- (a) Deduct an amount equal to the excess Funds from any further installments of the Funds; or
 - (b) Demand that the Recipient pay an amount equal to the excess Funds to the Province.
- 18.2 Debt Due.** If, pursuant to this Agreement:
- (a) The Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
 - (b) The Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province, such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise. For greater clarity, in the event that the Recipient makes an assignment, proposal, compromise or arrangement for the benefit of creditors or a creditor makes an application for an order adjudging the Recipient bankrupt or applies for the appointment of a receiver, this section will not affect any Funds that the Recipient is holding in trust for the Province under section 4.7 of Schedule "A" of this Agreement.

- 18.3 *Interest Rate.*** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 18.4 *Payment Of Money To Province.*** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address referred to in section 19.1 of Schedule “A” of this Agreement.
- 18.5 *Repayment.*** Without limiting the application of section 43 of the *FAA*, if the Recipient does not repay any amount owing under this Agreement, Her Majesty the Queen in Right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

ARTICLE 19 NOTICE

- 19.1 *Notice In Writing And Addressed.*** Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section B.1.10 of Schedule “B” of this Agreement or as either Party later designates to the other by Notice.
- 19.2 *Notice Given.*** Notice will be deemed to have been given:
- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
 - (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.
- 19.3 *Postal Disruption.*** Despite section 19.2(a) of Schedule “A” of this Agreement, in the event of a postal disruption,
- (a) Notice to the Province by postage-prepaid mail will not be deemed to be received; and
 - (b) The Province will provide Notice by email, personal delivery or fax.

ARTICLE 20 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

- 20.1 *Consent.*** When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing that consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

ARTICLE 21 SEVERABILITY OF PROVISIONS

- 21.1 *Invalidity Or Unenforceability Of Any Provision.*** The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

ARTICLE 22 WAIVER

- 22.1 *Waivers In Writing.*** If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 19 of Schedule "A" of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide such a waiver.

ARTICLE 23 INDEPENDENT PARTIES

- 23.1 *Parties Independent.*** The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

ARTICLE 24 ASSIGNMENT OF AGREEMENT OR FUNDS

- 24.1 *No Assignment.*** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.
- 24.2 *Agreement Binding.*** All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 25 GOVERNING LAW

- 25.1 *Governing Law.*** This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

ARTICLE 26 FURTHER ASSURANCES

- 26.1 *Agreement Into Effect.*** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

ARTICLE 27 JOINT AND SEVERAL LIABILITY

27.1 Joint And Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

ARTICLE 28 RIGHTS AND REMEDIES CUMULATIVE

28.1 Rights And Remedies Cumulative. The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

ARTICLE 29 ACKNOWLEDGMENT OF OTHER LEGISLATION AND DIRECTIVES

29.1 Recipient Acknowledges. The Recipient acknowledges:

- (a) It is receiving Funds from the Province and Canada for the Project and is not providing goods or services to the Province or Canada;
- (b) That by receiving Funds it may become subject to legislation applicable to organizations that received funding from the Government of Ontario, including the *BPSAA*, the *PSSDA* and the *Auditor General Act* (Ontario);
- (c) That the Province has issued expenses, perquisites and procurement directives and guidelines pursuant to the *BPSAA*; and
- (c) It will comply with any such legislation, including directives issued thereunder, to the extent applicable.

ARTICLE 30 JOINT AUTHORSHIP

30.1 Joint Authorship Of Agreement. The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

ARTICLE 31 FAILURE TO COMPLY WITH OTHER AGREEMENTS

31.1 Other Agreements. If the Recipient:

- (a) Has committed a Failure;
- (b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) Such Failure is continuing,

the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

ARTICLE 32

SURVIVAL

32.1 *Survival.* The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the date of expiry or termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections, schedules and appendices will continue in full force and effect for a period of seven (7) years from the date of expiry or termination: Article 1 and any other applicable definitions, sections 4.2 and 4.8, section 7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province, sections 7.2, 7.3, 7.4, 7.5, 7.6, Article 8, Article 11, sections 13.2 and 13.3, sections 14.2 and 14.3, sections 15.1, 15.2(d), (e), (f), (g) and (h), Article 17, Article 18, Article 19, Article 21, section 24.2, Article 25, Article 27, Article 28, Article 29, Article 30 and Article 31.

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SCHEDULE “B” OPERATIONAL REQUIREMENTS AND ADDITIONAL TERMS AND CONDITIONS

B.1 – OPERATIONAL REQUIREMENTS

- B.1.1 *Effective Date.*** The Effective Date of this Agreement is the date in which the Province signs the Agreement.
- B.1.2 *Expiration Date.*** The Expiration Date of this Agreement is December 31, 2023.
- B.1.3 *Project Approval Date.*** The Project Approval Date is June 19, 2015.
- B.1.4 *Project Completion Date.*** The Project Completion Date is October 31, 2021.
- B.1.5 *Disposal Of Assets.*** There is no disposal of asset amount requirement for the purposes of section 5.4 of Schedule “A” of this Agreement.
- B.1.6 *Asset Retention Period.*** The Recipient will not sell, lease or otherwise directly or indirectly dispose of any Asset, other than to Canada, the Province or a Local Government (defined to mean a “municipality”, as defined in the *Municipal Act, 2001* (Ontario) and includes a local board of a municipality and a board, commission or other local authority constituted pursuant to provincial legislation whose purpose is to manage municipal affairs or the affairs of areas without municipal organization) for a period of five (5) years from the Project Completion Date.
- B.1.7 *Asset Retention Repayment Requirement.*** The Province may demand the Recipient repay to the Province an amount up to the Maximum Funds provided under this Agreement where the Recipient fails to retain the Asset for the amount of time set out under section B.1.6 of Schedule “B” of the Agreement. Where the Province makes a demand pursuant to this section 1.7 of Schedule “B” of the Agreement, the Recipient will pay to the Province the demanded amount within the time period set out in the Notice.
- B.1.8 *Submission Of Reports.*** All Reports under this Agreement will be submitted to:

Name: Rural Programs Branch, Ministry of Agriculture, Food and Rural Affairs

Address: 1 Stone Road West, 4NW, Guelph, ON N1G 4Y2

Attention: Program Manager, SCF

Fax: 519-826-3398

Email: scf@ontario.ca

or any other person identified by the Province in writing.

- B.1.9 *Insurance Amount.*** The amount of insurance the Recipient will have for the purposes of section 12.1 of Schedule “A” of this Agreement is two million dollars (\$2,000,000.00).

B.1.10 Providing Notice. All Notices under this Agreement will be provided to:

TO THE PROVINCE

Email: scf@ontario.ca
Subject Line:
SCF-0180 Notice Under Agreement

TO THE RECIPIENT

Name: City of Sault Ste. Marie
Address:
99 Foster Street, PO Box 580
Sault Ste. Marie, ON
P6A 5X6
Attention:Nuala Kenny
Fax: (705) 759-5952
Email: cao@cityssm.on.ca

or any other person identified by the Parties in writing through a Notice.

B.2 – ADDITIONAL CONDITIONS

B.2.1 Aboriginal Consultation. The Province and the Recipient agree to the following:

- (a) The provision of Funds under this Agreement is strictly conditional upon the Province satisfying any obligations that it may have with and, if required, accommodate any Aboriginal Group with an interest in the Project;
- (b) The Recipient will act as the Province's delegate for any procedural aspects of any consultation obligations that the Province may have with any Aboriginal Group in relation to the Project;
- (c) The Recipient's obligations as the Province's delegate will include:
 - (i) Following the process set out under the Appendix to this Schedule "B" of the Agreement as it relates to consulting with any Aboriginal Group that may have an interest in the Project,
 - (ii) Taking directions from the Province in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions the Province may issue in relation to consultations, including suspending or terminating the Project, and
 - (iii) Providing a detailed description of any actions the Recipient took in relation to consultation with any Aboriginal Group that has an interest in the Project; and
- (d) The Recipient will not commence or allow any third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other time as the Province may direct, after it has provided the Province with written evidence that the Recipient has sent a notice about the Project to the Aboriginal Groups the Province has identified in accordance with the Appendix to this Schedule "B" of the Agreement

B.2.2 Limit On Federal Funding. Despite anything else contained in this Agreement, the aggregate of all funding originating from Canada for the Project will not exceed thirty-three percent (33%) of the total Eligible Costs for the Project.

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APPENDIX TO SCHEDULE “B” ABORIGINAL CONSULTATION REQUIREMENTS

B.1 – PURPOSE AND DEFINITIONS

B.1.1 Purpose. This Appendix sets out the responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from the Province to the Recipient.

B.1.2 Definitions. For the purposes of this Schedule:

“**Section 35 Duty**” means any duty that the Province may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

B.2 – RESPONSIBILITIES OF THE PROVINCE

B.2.1 The Province’s Responsibilities. The Province is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and on going assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as the Province may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

B.3 – RESPONSIBILITIES OF THE RECIPIENT

B.3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province, if such notice has not already been given by the Recipient or the Province;
- (b) Immediately notifying the Province of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
- (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (d) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of

- cultural significance to the Aboriginal Groups, and immediately advising the Province of the details of the same;
- (e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
 - (f) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
 - (g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
 - (h) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
 - (i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;
 - (j) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
 - (k) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying the Province of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
 - (l) Where an Aboriginal Group asks questions regarding the Project directly of the Province, providing the Province with the information reasonably necessary to answer the inquiry, upon the Province's request;
 - (m) Subject to paragraph (o) below, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to the Province any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
 - (n) Consulting regularly with the Province during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province the results of such discussions prior to implementing any applicable accommodation measures;
 - (o) Complying with the Province's direction to take any actions, including without limitation, suspension or termination of the Project, as the Province may require; and
 - (p) Providing in any Contracts for the Recipient's right and ability to respond to direction from the Province as the Province may provide.

B.3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding anything contained in this Agreement, the Province, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

B.3.3 Recipient Will Keep Records And Share Information. The Recipient will carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

- (a) Provide to the Province, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide the Province with complete and accurate copies of such records upon request;
- (c) Provide the Province with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify the Province of any contact by any Aboriginal Groups regarding the Project and provide copies to the Province of any documentation received from Aboriginal Groups;
- (e) Advise the Province in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify the Province if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide the Province with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by the Province; and
- (h) If applicable, advise the Province if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

B.3.4 Recipient Will Assist The Province. The Recipient will, upon request lend assistance to the Province by filing records and other appropriate evidence of the activities undertaken both by the Province and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by the Province and by the Recipient, to the relevant regulatory or judicial decision-makers.

B.4 – NO IMPLICIT ACKNOWLEDGEMENT

B.4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule will be construed as an admission, acknowledgment, a agreement or concession by the Province or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in section B.2.1 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

B.5 – GENERAL

B.5.1 No Substitution. This Schedule will be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of the Province is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by

Aboriginal Groups, the Recipient, the Province, and provincial ministries, boards, agencies and other regulatory decision-makers.

B.6 – NOTICE AND CONTACT

B.6.1 Notices In Relation To Schedule. All notices to the Province pertaining to this Appendix will be in writing and will be sent to the person identified under section B.1.8 of Schedule “B” of this Agreement.

[Rest Of Page Intentionally Left Blank – Schedule “C” Follows]

SCHEDULE “C” PROJECT DESCRIPTION

C.1 – PROJECT DESCRIPTION

The project is for the de molition and reconstruction of the Fort Creek Aqueduct. Due to a limite d ability to widen the existing structure, a second barrel will be constructed along John Street and an auxiliary open channel/aqueduct is planned upstream of Wellington Street.

SCHEDULE “D” PROJECT FINANCIAL INFORMATION

D.1 – FUNDING INFORMATION

D.1.1 Maximum Funds. The Maximum Funds that may be provided by the Province and Canada under this Agreement is up to Twenty Million, Eight Hundred Forty Thousand Dollars (\$20,840,000.00). This amount consists of the following:

Ontario’s Maximum Contribution	\$10,420,000.00
Canada’s Maximum Contribution	\$10,420,000.00
Maximum Funds are calculated based on the Project’s approved Total Eligible Costs	\$31,260,000.00

Percentage of Program Support

The Percentage of Program Support is fixed at 33% for the Term of the Agreement.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project’s Total Eligible Costs as provided above.

D.1.2 Holdback. There will be a Holdback of ten percent (10%) of the Maximum Funds. The Holdback will be released upon submission and approval of all required Project documentation.

D.2 – RECIPIENT’S FUNDING INFORMATION

D.2.1 Project Investment Commitment. The Recipient’s Project Investment Commitment must be a minimum of ten (10) percent of the final calculated eligible Project costs as noted in the Final Report.

D.3 – ELIGIBLE COSTS

D.3.1 Eligible Costs. Eligible Costs are those costs that are, in the Province’s sole and absolute discretion, properly and reasonably incurred, as well as paid or reimbursed by the Recipient, and are necessary for the successful completion of the Project. For greater clarity, and subject to section D.5.1 of this Schedule “D” of the Agreement, Eligible Costs are those that are set out immediately in this section D.3.1 of the Schedule “D” of the Agreement:

- (a) Costs incurred on or after the Project Approval Date and on or before the Project Completion Date;
- (b) The capital costs for acquiring, constructing, renewing, rehabilitating, materially enhancing or renovating an Asset;
- (c) Costs directly associated with joint communication activities that are set out in section E.6 of Schedule “E” of this Agreement with the Province and Canada.
- (d) The costs of Project-related signage, lighting, Project markings and associated utility adjustments;
- (e) Up to fifteen percent (15%) of the Maximum Funds may be spent on planning, including plans and specifications, and assessment costs, such as costs associated

- with environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (f) Costs for consulting with Aboriginal Groups, provided those costs do not include accommodation costs and legal costs;
- (g) Auditing costs;
- (h) The incremental costs for the Recipient's employees or leasing of equipment for the Project, provided the Recipient meets the following conditions:
 - i. It was not economically feasible to tender a Contract,
 - ii. The employee or equipment is directly engaged in the work that would have been the subject of a Contract, and
 - iii. The province has approved the arrangement beforehand;
- (i) The costs for leasing/renting equipment directly related to the construction of the Project; and
- (j) Other costs that are, in the Province's sole and absolute discretion, direct, incremental and necessary for the successful completion of the Project, provided those costs have been approved by the Province in writing prior to being incurred.

D.4 – INELIGIBLE COSTS

D.4.1 Ineligible Costs. The following costs are Ineligible Costs under this Agreement:

- (a) Costs incurred prior to the Project Approval Date;
- (b) Costs incurred after the Project Completion Date;
- (c) Costs that have not been claimed for reimbursement by March 31 of the Funding Year following the Funding Year in which the costs were incurred;
- (d) Costs associated with developing an application, business case or funding proposal to receive funding under the SCF;
- (e) Costs related to the purchasing of land, buildings and associated real estate as well as all related fees associated with the purchasing of land, buildings and associated real estate;
- (f) Financing charges and interest payments on loans;
- (g) The costs for leasing land, buildings and other facilities;
- (h) Except as specified in section D.3.1(i) of this Schedule "D" of the Agreement, the costs of leasing equipment;
- (i) Furnishings and non-fixed Assets which are not essential to complete the Project;
- (j) General repairs and maintenance of the Project and related structures, unless they are part of a larger capital expansion;
- (k) Costs of services or works normally provided by the Recipient, incurred in the course of implementation of the Project, unless they have been specifically set out as being an Eligible Cost under section D.3.1 of this Schedule "D" of the Agreement;
- (l) Costs related to any goods and services which are received through donations or in kind;
- (m) Any overhead costs ordinarily incurred, including salaries, *per diems* and associated benefits of any employees of the Recipient, direct or indirect operating or administrative expenditures of the Recipient, and more specifically costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by employees of the Recipient, unless those costs are in accordance with section D.3.1(e) and (h) of this Schedule "D" of the Agreement;
- (n) Taxes for which the Recipient is eligible to receive a tax rebate;
- (o) Any other costs in which the Recipient is able to claim any type of rebate or refund, irrespective of whether the Recipient makes a claim;
- (p) Legal fees;

- (q) Any amount of costs in which the Recipient is eligible to receive or will receive funding from the Province under another agreement; and
- (r) Without limiting the foregoing, any other costs that are not specifically set out as Eligible Costs under section D.3.1 of this Schedule "D" of the Agreement or the Province did not approve in writing prior to the Recipient incurring and paying those costs

Without limiting the foregoing, neither the Recipient nor any person providing goods, services or both for the Project will obtain those goods, services or both from another person that is not Arm's Length from the Recipient or the person providing the goods, services or both for the Project without the Province's prior written approval. The Province may impose terms and conditions on any written approval it provides, including:

- (a) Whether the costs can include any mark-up for profit, overhead or return on investment;
- (b) The value that can be included in the costs associated with a mark-up for profit, overhead or return on investment based on the following:
 - (i) Up to thirty percent (30%) of the total costs submitted can be attributable to profit charged for the goods, services or both,
 - (ii) Up to thirty percent (30%) of the total costs submitted can be attributable to overhead charged for the goods, services or both,
 - (iii) Up to ten percent (10%) of the total costs submitted can be attributable to return on investment for the goods, services or both, and any costs for profit, overhead or return on investment that are greater than what the Province approved will be deemed to be an Ineligible Cost under the Agreement; and
- (c) Any special auditing requirements in addition to the auditing rights the Province already has under this Agreement to allow the Province to satisfy itself as to the validity of any costs incurred by the Recipient or any person providing goods, services or both for the Project from another person that is not Arm's Length from the Recipient or the person providing the goods, services or both for the Project.

D.5 – PAYMENT OF FUNDS

D.5.1 Payment Of Funds. Subject to the terms and conditions of this Agreement, the Province will pay Funds to the Recipient based on the Recipient's incurred and paid Eligible Costs, up to the Maximum Funds based on a calculation of the Province and Canada's approved funding percentages (Maximum Funds divided by the total approved Eligible Costs) and the total Eligible Costs of the claim as determined by the Province.

D.5.2 Submission Of Claims. The Recipient will submit claims for payment to the Province on a regular basis ensuring compliance with D.4.1(c). Copies of paid invoices must be included with the Claims Report set out under Schedule "F" of this Agreement.

D.5.3 Claim Reimbursement. Claims will be reimbursed to the Recipient based on the Percentage of Program Support up to ninety (90) percent of the project costs. The remaining holdback percentage will be reimbursed as per D.1.2.

[Rest Of Page Intentionally Left Blank – Schedule "E" Follows]

SCHEDULE “E” COMMUNICATIONS PROTOCOL

E.1 PURPOSE OF SCHEDULE

E.1.1 Purpose Of Schedule. This Schedule describes the Recipient's responsibilities and financial obligations in the joint communications activities and products for the Project to recognize the contribution of Funds toward the Project by the Province and Canada.

E.2 GENERAL PRINCIPLES OF SCHEDULE

E.2.1 General Principles. The Recipient acknowledges and agrees that it will work with both the Province and Canada to undertake communication activities for the Project in an open, effective and proactive manner, ensuring equal recognition of those that provided a financial contribution toward the Project. These general principles include the following:

- (a) All financial contributors to the Project will receive equal recognition and prominence when logos, symbols, flags and other types of identification are incorporated into events, signs and plaques for the Project, unless the Province and Canada specify otherwise;
- (b) All events, signs and plaques will follow this Schedule and any other requirements that the Province or Canada may specify from time to time;
- (c) Both official languages will be used for public information, signs and plaques in accordance with the *Official Languages Act (Canada)*; and
- (d) The Recipient:
 - (i) May produce information kits, brochures, public reports and Internet sites providing information about the Project and the Agreement for private-sector interest groups, contractors and members of the Public,
 - (ii) Will consult with the Province and Canada in preparing the content and look of all such materials, and
 - (iii) Will get the Province and Canada's approval for any references to the Province or Canada before said references are made.

E.3 EVENTS

E.3.1 Events. The Recipient:

- (a) Agrees that all Project-related milestone events, such as groundbreaking and ribbon-cutting ceremonies, will be organized in cooperation with the Province and Canada;
- (b) Will coordinate a mutually agreeable venue, date and time for the event in light of the Province and Canada's availability and under no circumstances will an event take place without fifteen (15) Business Days' notice to the Province and Canada;
- (c) May invite other elected officials as well as other local interested persons, such as contractors, architects, labour groups and community leaders, provided the Recipient consults with the Province and Canada before inviting those persons; and
- (d) Will ensure that federal, provincial and municipal flags are on display at any event for the Project.

E.3.2 Written Communications For Events. All written communications, such as public service announcements and posters, will indicate that the Project received Funds from the Province

and Canada under the Building Canada Fund – Small Communities Fund. The Province and Canada will assist the Recipient in developing written communications for any event. The Recipient, the Province and Canada will approve of all final copies of any written communications for events.

E.4 SIGNS

E.4.1 Installation Of Signs. The Recipient will produce via a party acting at Arm's Length in order for the production of the sign to be an Eligible Cost and install temporary and permanent signage for the Project to communicate the nature of the Project and the involvement of the Province and Canada. The Recipient will ensure that the design, wording and specifications for signs are in accordance with the Province and Canada's visual identity guidelines. The Recipient will ensure that temporary signage is installed at the Project site(s) thirty (30) days prior to the start of construction and be visible for the duration of the Project.

E.4.2 Removal Of Signs. The Recipient will remove temporary signs within ninety (90) days of the Project's Substantial Completion.

E.4.3 Costs Of Signs. The maximum costs for signs will be:

- (a) Two thousand two hundred fifty dollars (\$2,250.00) for small signs; and
- (b) Four thousand two hundred fifty dollars (\$4,250.00) for large signs.

E.5 PLAQUES

E.5.1 Installation Of Plaque. The Recipient may produce and install a plaque for the Project to communicate the nature of the Project and the involvement of the Province and Canada. The Recipient will ensure that the design, wording and specifications of the plaque are in accordance with the Province and Canada's visual identity guidelines.

E.5.2 Costs Of Plaques. The maximum cost for a plaque is two thousand five hundred dollars (\$2,500.00).

E.6 ELIGIBLE COSTS FOR COMMUNICATIONS ACTIVITIES

E.6.1 Eligible Costs Related To Communications Activities. The Recipient will pay the cost of preparing and delivering joint communications activities and products (e.g. press releases, press conferences, translation, etc.), including the organization of special events and the production of signage. In addition to the costs set out for signs under section E.4.3 of this Schedule "E" of the Agreement and the costs set out for plaques under section E.5.2 of this Schedule "E" of the Agreement, the following communications costs are Eligible Costs for the purposes of this Agreement:

- (a) Printing and mailing invitations;
- (b) Light refreshments, such as coffee, tea, juice, donuts and muffins;
- (c) Draping for plaque unveiling;
- (d) Project material for display and/or media kit; and
- (e) Rentals, such as flagpoles, stage, chairs, podium and public announcement system.

The costs of certain items, such as alcohol, china, tents, waiters, guest mileage or transportation, wine glasses, lamps, tea wagons, plants, photographers and gifts are not Eligible Costs.

SCHEDULE “F” REPORTING REQUIREMENTS

F.1 Reporting Requirements. The following Reports will be provided in full in the corresponding formatted provided hereafter and with such content as is satisfactory to the Province:

	NAME OF REPORT	DUE DATE
1.	Initial Project Report	Within five (5) Business Days of when the Recipient signs the Agreement.
2.	Claim Report	In order to avoid invoices being deemed ineligible due to age (Section D.4.1(c)), claims will be submitted at least twice a year. NOTE: Costs that have not been claimed for reimbursement by March 31 of the Funding Year following the Funding Year in which the costs were incurred will be deemed ineligible.
3.	Progress Report	May 15 and October 15 of each calendar year from the Effective Date until the Project Completion Date.
4.	Final Report (including the Solemn Declaration of Substantial Completion)	Within sixty (60) Business Days of when: <ul style="list-style-type: none"> • The Project construction is Substantially Completed; or • The Project Completion Date.
5.	Other Reports	On or before the date the Province directs.

[Rest Of Page Intentionally Left Blank – Section F.2 Of Schedule “F” Follows]

F.2 – INITIAL PROJECT REPORT**New Building Canada Fund – Small Communities Fund****INITIAL PROJECT REPORT****Name of Recipient****Name of Project****Project Number**

Events	Forecasted Date
Start Date of Project	
First Construction Tender Awarded	
Start Date of Construction	
End Date of Construction	
End Date of Project	

Expenditure Forecast Table

The purpose of this table is to show the total eligible costs that have been incurred from the start of the Project until the time the Project is complete. For the appropriate fiscal year (i.e. April 1, 2015 – March 31, 2016) all Recipients must enter their financial information by quarter when **costs** are expected to be **incurred** (rather than billed/invoiced or paid). Specifically, confirm the total cost of the work undertaken or items to be purchased and the associated value within the 3 month period. Please ensure that you are not netting out holdback costs to contractors. Enter the entire value of the work being performed, in the period in which the work was completed, even if you are not paying the holdback portion of the invoice at that time.

Quarter	Q1 (April – June)	Q2 (July – September)	Q3 (October – December)	Q4 (January – March)	Total by Fiscal Year
2015/16					
2016/17					
2017/18					
2018/19					
2019/20					
Total Eligible Costs (Less HST Rebate)					

NOTES:

1. Expenditures are only considered eligible after the Project Approval Date.
2. Please complete the expenditure table based on actual and projected expenditures. Costs are to be identified in the quarter that they have been or will be incurred (rather than when they are to be paid).

3. Please only include Net Eligible Expenditures -- total eligible costs less HST rebate. Enter the total Eligible Costs expected to be incurred up to when the Project is complete, rather than reporting requested financial assistance (i.e., senior government's share of costs).
4. Expenditure forecasts should not exceed total eligible costs as identified in Schedule D of the Agreement.
5. If the Project cannot be completed within the specified timeframes, please contact the Province.

Funding Sources – List the source(s), and amount from that source, that represents your portion of the project	
Source (e.g. debenture, capital reserves, rate increases (taxes or user fees), Federal Gas Tax, Infrastructure Ontario debt/loan, bank loan, other funding programs (insert program name), etc.)	Amount (\$)
Click here to enter funding source.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.

NOTE: As per Schedule B of the Agreement, for most Recipients all federal funding sources (including SCF funding) cannot exceed one-third (33.33%) of the total eligible costs of the project. For all public-private partnerships or for-profit private sector bodies, all federal funding sources (including SCF funding) cannot exceed one quarter (25%) of the total eligible costs.

Attestation:

I, [Click here to enter name of person who can bind the Recipient](#), confirm that the Recipient noted above is in compliance with the terms and conditions found in the Agreement for this Project, including, but not limited to, commercial general liability insurance of not less than \$2 million is in place for the term of the Agreement.

Name: [Click here to enter name.](#)

Title: [Click here to enter title.](#)

Date: [Click here to enter a date.](#)

Please note that you do not need to sign this document, by inserting your name and title in the above area, you are agreeing to the above attestation. This document should be sent in electronically if at all possible and not as a scanned version.

Note: Any capitalized terms used in this Report will have the same meaning as set out in the Agreement.

F.3 – CLAIMS REPORT



New Building Canada Fund - Small Communities Fund (BCF-SCF) Claim and Progress Statement Nouveau Fonds Chantiers Canada-Fonds des petites collectivités (NFCC-FPC): Demande et compte rendu des progrès

F.4 – PROGRESS REPORT**New Building Canada Fund – Small Communities Fund****PROGRESS REPORT**

This report is due twice a year on May 15 and October 15.

Name of Recipient**Name of Project****Project Number****Estimated Percent of Project Completion**

Events	Forecasted Date	Actual Date
Start Date of Project		
First Construction Tender Awarded		
Start Date of Construction		
End Date of Construction		
End Date of Project		
Federal Signage Installed		
Provincial Signage Installed		

Description of Activities*	Activity Status (On, Ahead, or Behind Schedule; Completed or Not Applicable)	Issues to Date and Actions Taken to Resolve Issues	Confirm Expected Completion Date of Activity
Design / Engineering	Choose an item.	Click here to enter text.	Click here to enter date.
Site Preparation	Choose an item.	Click here to enter text.	Click here to enter date.
Construction	Choose an item.	Click here to enter text.	Click here to enter date.
Maintenance Holdback Period	Choose an item.	Click here to enter text.	Click here to enter date.
OVERALL PROJECT STATUS	Choose an item.	Click here to enter any general project status information not included above.	

*NOTE: Each phase of the project should be noted in a separate chart.

Expenditure Forecast Table

The purpose of this table is to show the total Eligible Costs that have been incurred from the Project Approval Date until the time the Project is complete. For the appropriate fiscal year (i.e. April 1, 2015 – March 31, 2016) all Recipients must enter their financial information by quarter when **costs** are expected to be **incurred** (rather than billed/invoiced or paid). Specifically, confirm the total cost of the work undertaken or items to be purchased and the associated value within the 3 month period. Please ensure that you are not netting out holdback costs to contractors. Enter the entire value of the work being performed, in the period in which the work was completed, even if you are not paying the holdback portion of the invoice at that time.

Quarter	Q1 (April – June)	Q2 (July – September)	Q3 (October – December)	Q4 (January – March)	Total by Fiscal Year
2015/16	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2016/17	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2017/18	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2018/19	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2019/20	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
Total Eligible Costs (Less HST Rebate)					Enter dollars.

NOTES:

1. Expenditures are only considered eligible after the Project Approval Date.
2. Please complete the expenditure table based on actual and projected expenditures. Costs are to be identified in the quarter that they have been or will be incurred (rather than when they are to be paid).
3. Please only include Net Eligible Expenditures - total eligible costs less HST rebate. Enter the total eligible costs expected to be incurred up to project completion, rather than reporting requested financial assistance (i.e., senior government's share of costs).
4. Expenditure forecasts should not exceed Total Eligible Costs as identified in Schedule D of the Agreement.
5. If the Project cannot be completed within the specified timeframes, please contact the Province.

Claims

Claims will be submitted a minimum of twice a year. The amount of claims submitted on the Project should align with the expenditure forecasts noted above. As noted in Section D.4.1(c) of the Agreement, Recipients must claim invoices prior to the Fiscal Year after the year in which they were incurred (i.e., costs incurred between April 1, 2015 and March 31, 2016 must be claimed by March 31, 2017). Any invoices not claimed by this time are referred to as “stale-dated” and are deemed *ineligible*. This means in some cases Recipients will need to submit a separate claim for unpaid contractor holdbacks (do not mix with other paid invoices).

Other Progress to date <i>Include any communications events, and communications sent/received (oral or written) from any Aboriginal groups, including dates, where applicable or available. Please include copies of all communication with Aboriginal groups.</i>
Variance from original approved project (if any) <i>Do you need to adjust your Project Description based on Project progress? If so, explain why and by when? Note: Inserting a project revision into this form does not constitute requesting permission to change the contracted Project Description or to reduce the number of components completed, a request must be sent through to the Program Manager as specified in Section B.1.8 of the Agreement.</i>

NOTE: If during the course of the construction of your project any archaeological resources are found, other impacts that could affect Aboriginal or treaty rights emerge, or you are contacted by any Aboriginal Community that is expressing concerns about the project and potential impacts on their rights, you must immediately cease construction and notify your project analyst.

Attestation:

I, [Click here to enter name of person who can bind the Recipient](#), confirm that the Recipient noted above is in compliance with the terms and conditions found in the Agreement for this Project, including but not limited to that commercial general liability insurance of not less than \$2 million is in place for the term of the Agreement.

Name: [Click here to enter name.](#)

Title: [Click here to enter title.](#)

Date: [Click here to enter a date.](#)

Please note that you do not need to sign this document, by inserting your name and title in the above area, you are agreeing to the above attestation. This document should be sent in electronically if at all possible and not as a scanned version.

Note: Any capitalized terms used in this Report will have the same meaning as set out in the Agreement.

F.5 – FINAL REPORT**New Building Canada Fund – Small Communities Fund****FINAL REPORT**

Project No.: Enter #	Project Title: Click here to enter project title.
Date: Click here to enter a date.	Recipient Name: Click here to enter Recipient name.

Final Reports are to be completed and submitted to the Province within sixty (60) Business Days of the completion of the Project or as otherwise specified in the Agreement. Please contact your Project Analyst should you have any questions filling in this report.

Section 1. Project Details

Dates	Forecasted*	Actual
Construction Start Date	Click here to enter a date.	Click here to enter a date.
Construction End Date	Click here to enter a date.	Click here to enter a date.

* Forecasted date will be the first date submitted on your Project's Initial Project Report.

Was the Project completed as per your application and Schedule "C" of the Agreement or by any amending agreement?

Yes No If No, please provide details on any variances below

Project Variances (if applicable)

In reading the description provided in Schedule "C" of the Agreement or in any subsequent amendments, has the Project experienced any variances either in its scope, budget or schedule? Please identify any other information with respect to the Project that may have changed or may have been altered. Ensure that you provide a rationale for any variances from the approved Project Description.

Section 2. Financial Information

Budget Item	Budgeted Cost	Actual Cost
Engineering Design, EA/Permits, Project Management		
Materials		
Construction		
Leasing of Equipment		
Communication Materials		
Miscellaneous		
GROSS ELIGIBLE COST		
Less HST Rebate		
TOTAL NET ELIGIBLE COST		

NOTE: If the actual costs are 20% less or greater than the estimated costs for any of the above categories, please attach an explanation of the variance for each.

Funding Sources – List the source(s) and amount from that source that represents your portion of the project		
Source (e.g. debenture, capital reserves, rate increases (taxes or user fees), Federal Gas Tax, Infrastructure Ontario debt/loan, bank loan, other funding programs (insert program name), etc.)	Initial Amount** (\$)	Actual Amount (\$)
Click here to enter funding source.	\$ Enter dollars.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.	\$ Enter dollars.

** Initial Amounts from your Project's Initial Project Report.

Section 3. Project Benefits and Impact Questions

The following questions must be completed with the results of the Project. The questions outlined in sections 3, 4 and 5 will help assess the impact of the Project and client satisfaction with program delivery.

Project Benefits and Impacts

Section 4. Other Benefits / Information

Please provide any other information which demonstrates the success of the Project and its impact on other stakeholders, rural communities and the province of Ontario.

Section 5. Client Satisfaction Survey

Based on your Project experience with Ontario, please indicate with an "X" in the appropriate box for your response.

1. Please indicate the extent to which you agree or disagree with the following statements.	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
	1	2	3	4	5
a. Once my Project was approved, I received all the information needed to proceed to the next step of the Project.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. The report forms were easy to understand and complete.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. I was able to reach appropriate Ontario staff without difficulty.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Ontario staff were knowledgeable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. I received consistent advice from Ontario staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Ontario staff was courteous.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Very satisfied	Satisfied	Neither satisfied nor dissatisfied	Dissatisfied	Very dissatisfied
2. Overall, how satisfied were you with the amount of time it took to get the service that you required?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Overall, how satisfied were you with the service you received while implementing your Project?	Very satisfied	Satisfied	Neither satisfied nor dissatisfied	Dissatisfied	Very dissatisfied
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. To what extent did the availability of this funding assistance influence your decision to undertake the Project?	To a great extent	Somewhat	Very little	Not at all	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Section 6. Aboriginal Duty to Consult

Please provide particulars as to how the requirements have been met under the Appendix to Schedule "B" of the Agreement.

Please indicate:

Declaration required for the Project:

Confirmation provided to the Province indicating that there has been no communication from any Aboriginal Groups and that there were no items of cultural significance to Aboriginal Groups discovered with respect to the Project. Yes No

Declaration required for Project with additional Duty to Consult requirements, as identified by the Province

Notice about the Project, as well as a full Project description, was provided to identified Aboriginal Groups making them aware of the opportunity to express comments and concerns with respect to the following:

- the Project;
 - adverse impacts on hunting, trapping, fishing and plant harvesting; and
 - any burial grounds or archaeological sites of cultural significance.
- Yes No

A copy of this correspondence to identified Aboriginal Groups was provided to the Province. Yes No

The Province was made aware of any issue(s) identified by any Aboriginal Groups. Yes No

A copy of any correspondence/information between the recipient and any Aboriginal Yes No

Groups was forwarded to the Province.

Section 7. Comments

Is there anything else you would like to tell us about your experience related to the Project?

Section 8. Confidentiality, Certification and Signature

Confidentiality

Information submitted in this Final Report to the Province will be subject to the *Freedom of Information and Protection of Privacy Act*. Any information submitted in confidence should be clearly marked “**CONFIDENTIAL**” by the Recipient. Inquiries about confidentiality should be directed to the Rural Programs Branch.

Certification

I certify that:

1. The Project as described in the Agreement is complete and was completed in accordance with Schedule “C” of the Agreement or amending agreement;
2. The Project was completed in accordance with all terms/conditions of the Agreement and all Requirements of Law;
3. No Funding was spent on Ineligible Costs;
4. The Recipient will provide any remaining Funds to the Province within thirty (30) Business Days of receiving Notice from the Province that the Province has approved the Recipient’s Final Report;
5. The Recipient has all supporting invoices and records available for audit if required; and
6. All information provided in this Final Report as well as all previous Reports submitted to the Province is – to the best of my knowledge, belief and understanding, true and correct in all material aspects.

The official noted below warrants that these statements are true as of the date indicated.

<i>NAME OF AUTHORIZED OFFICIAL:</i>	Click here to enter name.
<i>TITLE:</i>	Click here to enter title.
<i>DATE:</i>	Click here to enter a date.

Note: Any capitalized terms used in this Report will have the same meaning as set out in the Agreement.

Section 9. Solemn Declaration of Substantial Completion*Must be completed by a Registered Engineer or Architect or a Municipal Official.*

New Building Canada Fund – Small Communities Fund (NBCF-SCF)
Nouveau Fonds Chantiers Canada - Fonds des petites collectivités (NFCC-FPC)

SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

Project Number	Enter #
Recipient Name	Click here to enter Recipient name.

In the matter of the Agreement entered into between, Her Majesty the Queen in right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs and the above-noted Recipient, on _____, 2015.

I, _____ a _____ (Registered Engineer or Architect, Municipal Official) in the Province of Ontario, do solemnly declare as follows:

1. That I am the _____ (title, department, organization), and as such have knowledge of the matters set out herein;
2. That the work identified as Project _____ in the above-mentioned Agreement _____ (has / has not) been Substantially Completed as described in Schedule C, dated _____ on the _____ day of _____ 20____.
3. That the value (dollar amount) of substantially completed work on the Project, by _____, 20____ (date) is _____ (dollars).
4. That the work:
 - a. was carried out by _____ (the prime contractor), between _____ (start date) and _____ (completion date);
 - b. was supervised and inspected by qualified staff;
 - c. conforms with the plans, specifications and other documentation for the work; and
 - d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

Declared at _____ (city), in the Province of Ontario this _____ day of _____, 20____.

(Signature)

Name: _____

Title: _____

Witness Name: _____

Title: _____

Note: Any capitalized terms used in this Report will have the same meaning as set out in the Agreement.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2015-159

PROPERTY ACQUISITION: (PR1.76) A by-law to authorize the City's purchase of property located at civic 981 and 983 People's Road (Kerr).

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. PROPERTY ACQUISITION

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule "A" hereto at a price not exceeding the consideration provided in said Schedule "A".

2. EXECUTION OF DOCUMENTS

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 all documents required to complete the said acquisition.

3. SCHEDULE "A"

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

4. EFFECTIVE DATE

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

PASSED in open Council this 14th day of September, 2015.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

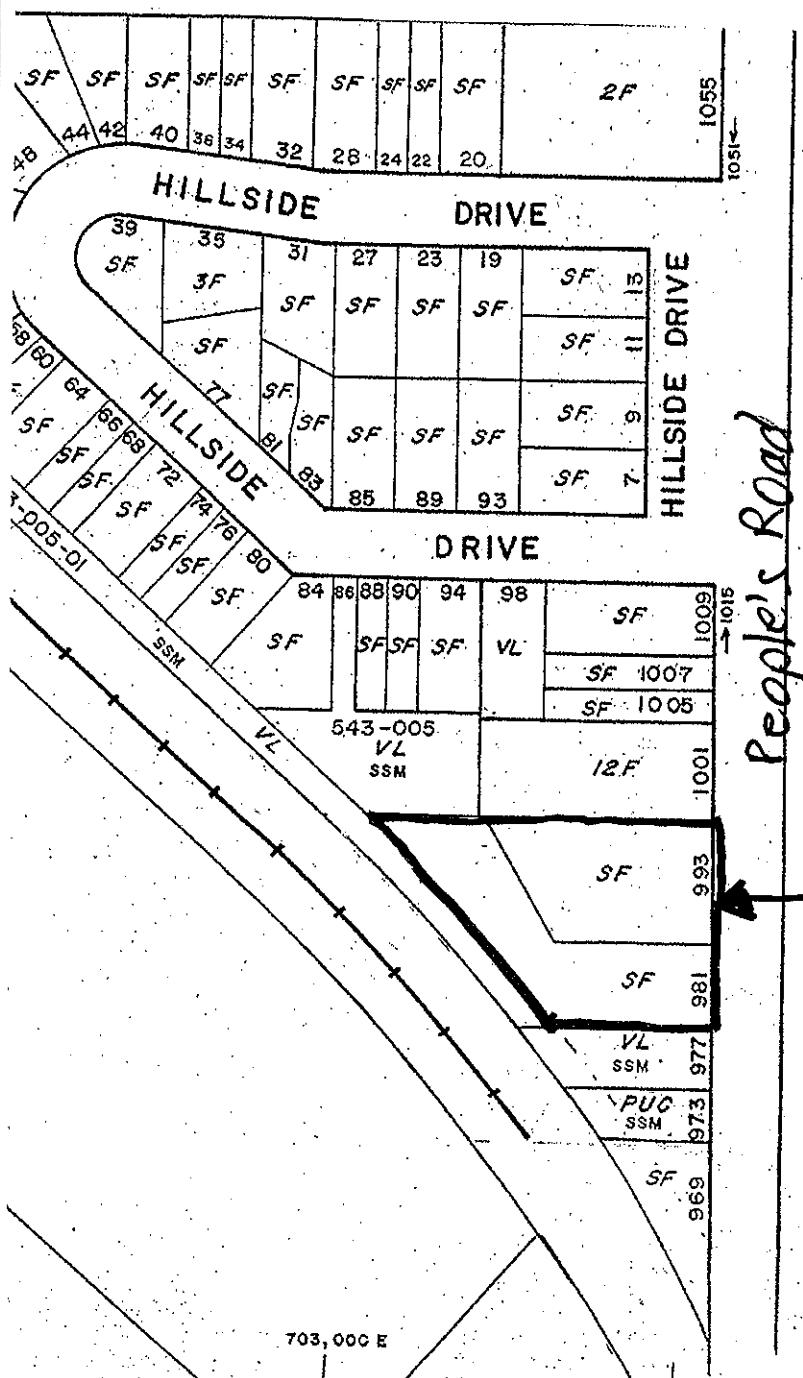
SCHEDULE "A" TO BY-LAW 2015-159

PURCHASER: The Corporation of the City of Sault Ste. Marie

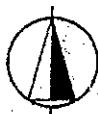
VENDOR: IRWIN ARTHUR KERR

ADDRESS: 981 and 993 PEOPLE'S ROAD, SAULT STE. MARIE, ONTARIO
LEGALLY DESCRIBED AS: PIN 31584-0108 (LT) LT 4-5 RCP
H729 KORAH; SAULT STE. MARIE

CONSIDERATION: \$150,000.00
(subject to usual adjustments)



Subject Property



NOOTN

0 25 50 100 METERS
METERS SCALE 1:2000 METERS

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2015-160

AGREEMENT: (E2.3) A by-law to authorize the execution of an agreement between the City and Cole Engineering Group Ltd. for consulting services with respect to the City's Inflow and Infiltration Pilot Project.

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 September 14, 2015 between the City and Cole Engineering Group Ltd., a copy of which is attached as Schedule "A" hereto. This agreement is for consulting services with respect to the City's Inflow and Infiltration Pilot Project.

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 14th day of September, 2015.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

MEMORANDUM OF AGREEMENT dated the 14 day of September A. D. 2015

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

COLE ENGINEERING GROUP LTD.

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to:

Conduct an Inflow and Infiltration (I/I) pilot project with the aid of professional consulting services to assist with the set-up of their flow and rainfall monitoring networks, to provide some field support and data QA/QC training, and to provide a final report and analysis on data collected from the inflow and infiltration pilot project.

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

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

ARTICLE 1 - GENERAL CONDITIONS

1.01 Retainer

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

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

1.02 Services

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

1.03 Compensation

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.2 and 3.2.3.

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 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4. In the event that the client delays the project then the consultant shall have the right to renegotiate the agreement.

1.09

Suspension or Termination

Either party may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2. for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

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

1.10

Indemnification

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, 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 \$2,000,000 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

c) **Change in Coverage**

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

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

1.12 Contracting for Construction

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

1.13 Assignment

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

1.14 Previous Agreements

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

1.15 Approval by Other Authorities

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

1.16 Principals and Executives

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

1.17 Sub-Consultants

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 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 at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- (c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3

Monthly Reporting of Progress

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

ARTICLE 2 - SERVICES

2.01 Services to be provided by Consultant

See attached documents “Flow Monitoring and Rain Data Collection, Installation Assistance and Year 1 QA/QC with Phased Cross-Training” and “Sanitary Sewer and Rainfall Monitoring”

2.02 Services to be provided by Client

- 2.02.1 The Client will provide the Consultant with the data that is retrieved from the flow meters and rain gauges on an on-going basis throughout the duration of the project;
- 2.02.2 The Client will request water usage records from PUC Services Inc. for the locations within the study area;
- 2.02.3 The Client will provide the consultant with relevant baseline information.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

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

(a) **Cost of the Work:**

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

(b) **Site:**

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

3.2 Basis of Payment

3.2. 2 Fees Calculated on a Time Basis

The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services outside the scope of work identified in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

Classification: Hourly Rate:

See attached document "FISCAL 2014 STANDARD HOURLY RATES"

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

3.2.2.2 Time Expended

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

3.2.3 Lump-Sum Fee / Negotiated Fee

3.2.3.1 Lump-Sum Fee Basis

- (a) Fees for the scope of work covered under this Agreement will be on a Lump-Sum Fee Basis, inclusive for labour and reimbursable expenses. Refer to Section 3 of "Flow Monitoring and Rain Data Collection, Installation Assistance and Year 1 QA/QC with Phased Cross-Training" document and Section 4 of the "Sanitary Sewer and Rainfall Monitoring" document for a list of lump-sum fees.
- (b) Monthly progress invoices will be based on the percentage of project completed or milestone achieved. Invoices for fees are due upon presentation. Accounts unpaid after 30 days are subject to monthly interest charges at a rate of 12% per annum. 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 reasonably incurred by the Consultant in winding down the project.
- (d) GST will be added to the Lump-Sum Fee.

3.2.4 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project outside the scope of work identified in Article 2, including but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.

3.3 Lump Sum Fee/Negotiated Fee

(a) Compensation

The Client will compensate the Consultant in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented and without hold backs, by the Client upon receipt. Interest on overdue accounts will be charged at the rate of 12% per annum.

CONSULTANT

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

(Signature)

Mark Bassingthwaite, P. Eng.,

Vice President, Water Management

THE CORPORATION OF

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

Christian Provenzano, Mayor

Malcolm White, City Clerk

August 31, 2015
Our Ref: PWM15-Pending

Ms. Madison Zuppa
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Dear Ms. Zuppa:

**Re: Sanitary Sewer and Rainfall Monitoring
City of Sault Ste. Marie**

1. Background

Cole Engineering Group Ltd. (Cole Engineering) is pleased to provide this proposal for performing reporting and analysis of the data collected during the City of Sault Ste. Marie (the “City”’s flow and rainfall monitoring program. Cole Engineering has significant experience collecting, correlating, analyzing, and presenting monitoring data in a form that is both easily understandable and technically valuable. Cole Engineering will perform both statistical and GIS / spatial analysis on the data that has been collected in order to assess the following parameters within the study areas selected by the City:

- Data Quality;
- Population Derived Flows;
- Groundwater Infiltration;
- Rainfall Derived I-I; and,
- Variations in rainfall across study areas.

Cole Engineering proposes to submit a data analysis report at the conclusion of the City’s monitoring period. This report will be written by the Project Team outlined in **Section 2.0**, and contain the analysis described in **Section 3.0**.

2. Project Team

Field Manager, Holly Whittington, B.Sc., has over **nine (9) years** of experience in flow and precipitation monitoring and general environmental data collection. Holly’s duties have included the installation, operation, and removal of flow monitors, transit time meters, rain gauges, and other monitoring equipment across Ontario, Alberta, and Labrador. Additionally, Holly has completed GIS and mapping projects and participated in stormwater management (SWM) facility maintenance inspections. Holly is responsible for managing field staff as well as several municipal monitoring projects.

Resource Manager, Drew Corbett, B.A. has over **four (4) years** of experience overseeing field operations and the collection of environmental data. He has experience in project co-ordination, analysis and field work roles which includes flow monitoring and environmental data collection including, but not limited to, targeted inflow and infiltration testing; SWMF inventory and long term monitoring, bathymetric and SWMF assessment surveys; SWM pond water and sediment quality sampling; surface water and runoff sampling; GPS surveying; and, open channel flow monitoring / velocity profiling. Drew is well versed in analyzing field data using GIS and mapping software and is experienced in creating project specific maps for internal coordination and distribution to clients. He has also been heavily involved with the operation, installation and maintenance of storm and sanitary flow monitoring equipment across Ontario.

Modelling Specialist, Farshad Salehzadeh, M.Eng., E.I.T., has **five (5) years** of experience in the conception, decomposition, troubleshooting and optimization of infrastructure and environmental projects for wastewater collection and distribution infrastructure. Farshad is a detail-oriented analyst who keeps current with the latest state-of-the art science and technology. Farshad draws vast experience from his past practical roles within the private and public sectors. Farshad's technical experience includes I-I analysis, flow and rainfall monitoring, hydrological and hydraulic modelling, sewer capacity analysis, and environmental assessment. Farshad also benefits from extensive data management and spatial analyses (GIS) skills.

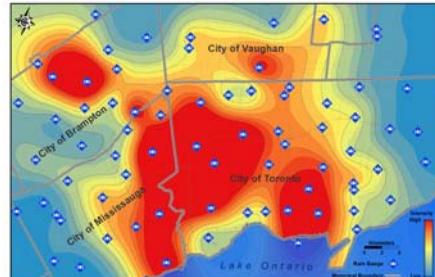
GIS Specialist, Jonathan Edwards, B.E.Sc, has **two (2) years** of experience performing various field work and I-I investigations. Jonathan's duties have included manhole condition assessments, sewer capacity analysis, GPS surveying, and open channel flow monitoring. Jonathan will develop the sanitary drainage plan for this project.

3. Work Plan

Cole Engineering will develop a data analysis report, which will assist the City in evaluating the current I-I levels within the area's tributary to the flow monitors. This report will include the analyses outlined below. Based on the results of the analysis Cole Engineering will identify likely defects which may be present within the study areas. Based on these potential defects, further investigations, such as smoke testing, dye testing, wet weather CCTV, and others, may be proposed.

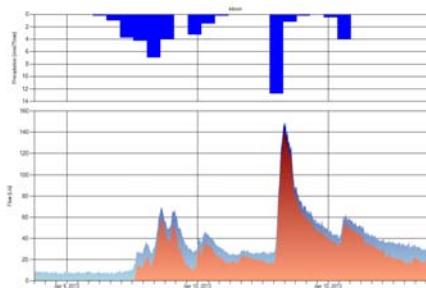
Distributed Rainfall Modeling

Cole Engineering will complete a distributed rainfall analysis for each flow monitoring catchment. This involves the interpolation of the rainfall data monitored at all of the City's gauges into a continuous surface, and then computing an average rainfall hyetograph for each study area. An Isohyetal rainfall map will also be created for the most significant storm event during the monitoring period. This analysis will be used to determine both the distribution of rainfall across the City, as well as to increase the accuracy of the I-I analysis by taking the spatial variance of rainfall into account when normalizing RDII to the 1 in 25 year event.



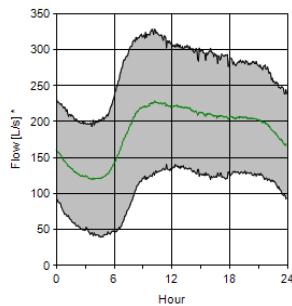
Inflow and Infiltration Analysis

The I-I analysis will be conducted by estimating the population derived flow, and then subtracting it from the observed flow. The shape of this response can be used to determine potential / likely sources of I-I within the study areas, and help prioritize further investigation and remediation activities.



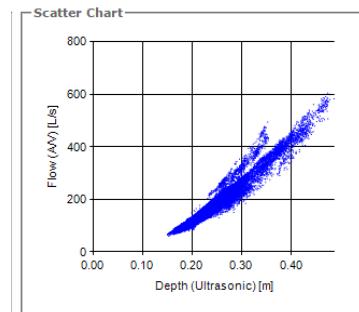
Ground Water Infiltration

Ground water infiltration will be assessed using the industry standard waste water production method. This method estimates the amount of flow that is attributed to domestic wastewater sources, and derives the groundwater infiltration by subtraction. The method is based assuming the water usage during early morning hours is about 12% of the overall daily water use. Water usage records will also be factored into this analysis, provided that they can be made available by the City.



QA/QC Analysis

Data QA/QC will be conducted at the beginning of the monitoring period in order to ensure that the results of the monitoring are suitable and useful. Relationships will also be developed between the various sensors, and provided to the City in order to assist the City with the data review. This information will be included in the report, and used to evaluate the success of the flow monitoring program.



Inflow and Infiltration Normalization

This analysis will include all storms > 10 mm in volume, and involves plotting the peak precipitation intensity vs the peak I-I flow. This plot, shown in **Figure 3-1**, is used to normalize the I-I response to a design rainfall event, typically one (1) in 25 year storm. The process of normalizing the I-I rates allows different areas, which receive different rainfall events due to the spatial variations of rainfall, to be compared to each other in a consistent manner. This analysis can also be used in conjunction with GIS sanitary sewer information, to determine if the sanitary sewer system has sufficient capacity to convey flows generated from severe storm events.

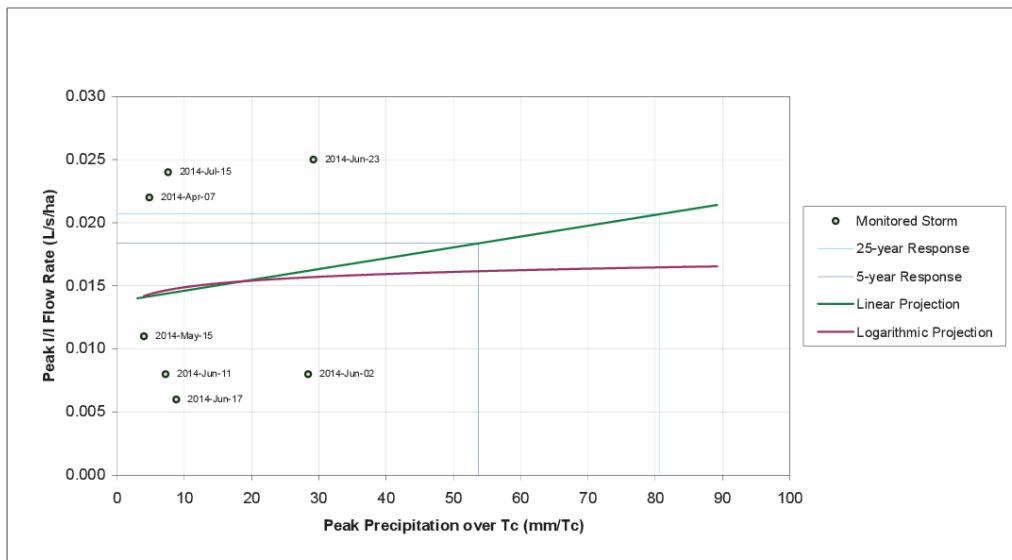


Figure 3-1 – Example Statistical I-I Analysis

4. Schedule & Budget

The Final Report will be completed within six (6) weeks of the conclusion of flow monitoring. As discussed, the report will also include data from the flow monitoring pilot project (providing it is useful), to cover a data range of approximately September 2015 – December 2016. A line item has been added for meetings (conference calls) to discuss project updates, analyses, etc. Three (3) meetings have been accounted for, and can occur on an “as-needed” basis as requested by the City. Some preliminary analysis will be completed during the monitoring program, most notably a preliminary QA/QC assessment, in order to allow the City to take corrective actions. The budget breakdown for the above work can be seen in the table below.

Description	Amount
Final Report	\$4,000.00
Meetings (\$500.00 each)	\$1,500.00
Total	\$5,500.00

The upset cost limit for the above work will be **\$5,500.00, exclusive of HST**. This cost includes all tasks outlined in **Section 3.0 – Work Plan**. Any additional components outside of the scope of this proposal, such as meetings, optional engineering tasks or approvals follow-up will be charged on a time-basis plus disbursements. It should be noted that additional tasks beyond those outlined within this proposal will only be undertaken at direct request or consent of the client. If major tasks arise, Cole Engineering will provide a further cost estimate at the Client's request.

Enclosed is one (1) copy of the Engineering Agreement for your review, as well as our current Standard Hourly Rates. If you are in agreement with our proposal, please sign the Agreement and return a copy for our records. We can commence work upon receipt of your signed authorization to proceed.

We would like to thank you for considering the services of Cole Engineering and trust that this proposal meets with your approval. If you have any questions, please do not hesitate to contact us.

Yours truly,

COLE ENGINEERING GROUP LTD.



Holly Whittington
Project Manager

WM:mi

Encl. Engineering Agreement
 2014 Standard Hourly Rates

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August 31, 2015
Our Ref: PWM15-Pending

Ms. Madison Zuppa
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Dear Ms. Zuppa:

**Re: Flow Monitoring and Rain Data Collection, Installation Assistance and Year 1 QA/ QC with Phased Cross-Training
The City of Sault Ste. Marie**

As per your request, Cole Engineering Group Ltd. (Cole Engineering) is pleased to provide The City of Sault Ste. Marie (The "City") with the following workplan and cost proposal to assist in the installation and set-up of their flow and rainfall monitoring networks.

Our cost proposal includes pricing for two (2) days of field work with one (1) Cole Engineering technician, as well as remote field technical support. The work will be performed on a mutually agreed upon date, to be determined. Also included is up to 16 months data QA/ QC (charged on a month-by-month basis) with phased in training, and the development of a detailed maintenance schedule. The scope of work will include:

- Installation assistance, and onsite training of City employees for up to five (5) flow meters, and the possibility of visiting one (1) City installed rain gauge for onsite training if it is feasible in the provided timeframe;
- Remote field technical support, DataCurrent site set-up, and telemetry configuration;
- Travel to, from and within Sault Ste. Marie;
- Up to 16 months QA/QC with training provided to City employees on procedures / methods; and,
- Development of a detailed maintenance schedule to provide guidance to local consultants.

1. Installations & Field Support

Flow meter installs will include an initial rapid site assessment to note any sediment or hydraulic issues, the potential for primary device installation, etc. and a discussion of best install practices focusing on sensor placement and any offset requirements. An initial field calibration including velocity profiles, will be performed. The database will be created using the ADS Profile software and units will be programmed onsite using the laptop that will be used for continued maintenance by City staff. In conjunction with this, DataCurrent will be set-up for each site and telemetry configured and tested with the technicians onsite. DataCurrent alarms and notifications can also be configured at this time if an email contact list is provided.

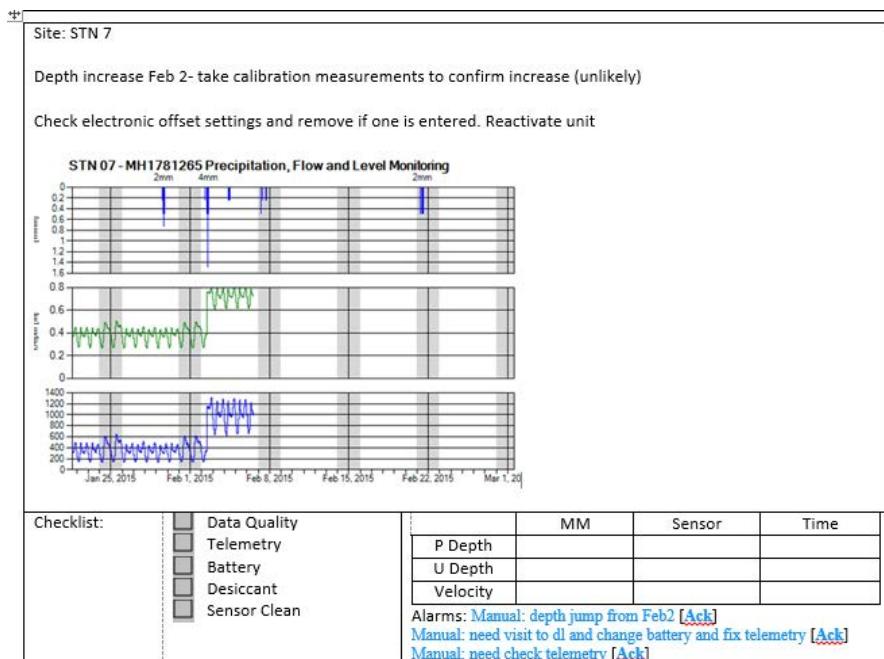
Since rain gauges will have been installed previously field support will be needed for logger programming and telemetry testing. As with the flow meters, DataCurrent will be set-up for each site and telemetry configured and tested with the technicians' onsite. DataCurrent alarms and notifications can also be configured at this time if an email contact list is provided.

At the conclusion of the installs, site visit notes and photos will be logged online in the activity log and be available for review by the City at any time.

2. Data QA/QC

To ensure the flow monitoring network continues to collect reliable data, the necessary proactive maintenance must be completed. This requires field technicians and data analysts to review and clean data, clean and maintain sensors, and troubleshoot malfunctions. Our data QA / QC team has many years of experience dedicated to sanitary sewer flow and rainfall monitoring.

They will coordinate with local field technicians via email, to ensure that all data received from each flow monitoring site is promptly checked and verified. Data analysts will communicate the issue identified and probable course of action the field staff should take to rectify. Cole Engineering staff is available to provide field support via phone, should it be required.



Using DataCurrent, a combination of manual and pre-set automated alarms can be triggered when data discrepancies are detected. DataCurrent's real time data acquisition combined with the automated alarming system allows for improved QA / QC by allowing 'on-the-fly' data verification. This provides maximum data quality by enabling staff to proactively respond to any site issues. These alarms can be set up to email or text message any and all parties concerned. The specifics of the alarming can be determined during the installation process.

Our analysts perform data audits to verify the validity of flow pattern through the following methods: balance checks, scatter graph analysis, sewer sociology, Manning's Check and Froude's Number. To ensure raw flow data is presented in a usable format, our QA/QC team will perform basic data cleaning wherever necessary. Data cleaning includes removing erroneous data spikes, adjusting sensor values based on manual measurements and using established depth / velocity relationships to infill incorrect data. Without data cleaning, any analysis will be virtually impossible as the analysis tools expect consistent data in order to function. Both the raw and cleaned data will be available for review and download by the City, but only cleaned data will be available for use by the tools.

In order to transfer QA/QC responsibilities over to the City, some cross-training of City staff will need to occur. We propose to conduct a computer-based training session during which methods of data cleaning will be shown and discussed. After the training session, City staff will conduct their own data "QA/QC" concurrently with Cole Engineering, and our data analysts will review the results. Unless otherwise agreed upon, City staff will take over QA/QC duties at the end of Year 2 (December 2016).

The intent of the QA / QC program is to allow the City to complete majority of the QA / QC duties with Cole Engineering providing training, guidance and review. As such, the QA / QC budget for Cole Engineering is "barebones." If it is determined that Cole Engineering needs to have more involvement, the budget will need to be adjusted accordingly.

3. Maintenance Plan

During Year 1, a detailed maintenance schedule will be developed which will include, but not limited to, specifics regarding the recommended frequency of maintenance visits, a list of activities that should take place every maintenance visit (i.e. desiccant and battery changes, manual downloads etc.), and maintenance activities that may not be needed every visit (i.e. confined space entry, calibration procedures etc.).

The cost breakdown for the above work is detailed in the table below.

Item	Total
Project Management / Co-ordination	\$1,200.00
Installation & Field Support (incl. travel expenses)	\$5,000.00
Data QA/QC (monthly)	\$800.00
QA/QC Training Session	\$2,000.00
Maintenance Plan Development	\$1,000.00
Total (includes 1 month QA/QC, excluding HST)	\$10,000.00

Any additional components outside of the scope of this proposal, such as meetings, optional engineering tasks or approvals follow-up will be charged on a time-basis plus disbursements. It should be noted that additional tasks beyond those outlined within this proposal will only be undertaken at direct request or consent of the client. If major tasks arise, Cole Engineering will provide a further cost estimate at the Client's request.

Enclosed is one (1) copy of the Engineering Agreement for your review, as well as our current Standard Hourly Rates. If you are in agreement with our proposal, please sign the Agreement and return a copy for our records. We can commence work upon receipt of your signed authorization to proceed.

We would like to thank you for considering the services of Cole Engineering and trust that this proposal meets with your approval. If you have any questions, please do not hesitate to contact us.

Yours truly,

COLE ENGINEERING GROUP LTD.



Holly Whittington, H.BSc.
Project Manager

HW:mi

Encl. Engineering Agreement
 2014 Standard Hourly Rates

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FISCAL 2014 STANDARD HOURLY RATES

Staff hourly billing rates effective January 1, 2014. Rates, including staff hourly, project disbursements and general expenses are indexed on the first of January each year. Please note our compensation classification falls in line with Consulting Engineers of Ontario guidelines.

Principal / Project Director (EM 3, 4, 5)	\$230.00	-	\$300.00
Senior Project Manager (ENG 5 – EM 1, 2, 3)	\$140.00	-	\$246.00
Project Manager (ENG 4, 5)	\$110.00	-	\$175.00
Project Co-ordinator (TECH 4, 5 – ENG 2, 3)	\$74.00	-	\$120.00
Senior Engineer (ENG 5 – EM 1, 2)	\$140.00	-	\$212.00
Intermediate Engineer (ENG 3, 4)	\$90.00	-	\$132.00
Engineer (ENG 1, 2)	\$70.00	-	\$115.00
Transportation Analyst (TECH 1, 2, 3)	\$55.00	-	\$102.00
Senior Designer (ENG 4, 5 – TECH 6, 7)	\$110.00	-	\$175.00
Intermediate Designer (ENG 3 – TECH 4, 5)	\$84.00	-	\$120.00
Designer (ENG 1, 2 – TECH 2, 3)	\$75.00	-	\$95.00
Senior CAD Designer / Operator (ENG 3, 4 – TECH 4, 5)	\$84.00	-	\$135.00
CAD Designer / Operator (ENG 1, 2 – TECH 2, 3, 4)	\$67.00	-	\$120.00
Senior Project Analyst (ENG 3, 4 – TECH 4, 5)	\$90.00	-	\$132.00
Scientist / Project Analyst (ENG 1, 2 – TECH 1, 2, 3)	\$70.00	-	\$110.00
Utility Co-ordinator (TECH 3, 4)	\$75.00	-	\$101.00
Technical Support (TECH/ADMIN 1, 2, 3, 4, 5)	\$70.00	-	\$120.00

For Part-time / Full-time Site Work

Senior Site Inspector (TECH 5, 6 – ENG 4)	\$100.00	-	\$143.00
Site Inspector (TECH 3, 4 – ENG 2, 3)	\$69.00	-	\$110.00
Environmental Field Technician (TECH 3, 4, 5 – ENG 3, 4)	\$69.00	-	\$132.00
Contract Administrator (TECH 4, 5)	\$84.00	-	\$120.00

Project Disbursements

Mileage	\$ 0.50 / km
Cellular Phones As used	As used
Site Computers	\$ 4.50 / hr
Total Station Equipment	\$ 15.00 / hr
Temperature Loggers	\$ 45.00 / month
Tipping Bucket Rain Gauge and Logger	\$300.00 /month
Traffic Counts	\$500.00 / intersection
VuMap Access Fee	\$100.00 / project

Note: All rates shown in the above list are exclusive of HST

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-161

PARKING: (P3.9(3)) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

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

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

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

2. EFFECTIVE DATE

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

PASSED in open Council this 14th day of September, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

SCHEDULE "A"

<u>BADGE</u>	<u>SPECIAL CONSTABLE</u>	<u>EMPLOYER</u>	<u>PROPERTY LOCATION</u>
26	MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E.& APARTMENT'S & 27 KING ST.
30	RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
109	SEBEVIC,JOHN	DENTAL BUILDING	940 & 216 QUEEN ST E.
138	CAIN,JOSEPH	CITY OF SAULT STE MARIE	BELLUVUE MARINA & BONDAR MARINE & PARK
151	PARR,DEREK	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY ELGIN TOWER/AP/HS6 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
153	TASSONE,VITO	TASSONE CHIROPRACTIC	873 QUEEN ST E.
163	BUMBACCO,PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
178	D'AGOSTINI,ROSEMARY DR.	RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
196	MCGRAYNE, LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
241	COGHILL,ROBIN	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY ELGIN TOWER/AP/HS6 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
248	CHAN,GILBERT	DR. RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
249	CHO,LINDA	DR. RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
253	TRAVSON,TERRANCE	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
267	CORBIERE,JOHN (TED)	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY ELGIN TOWER/AP/HS6 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
276	SMITH,DENNIS,ROBERT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
321	LORENZO,COREY	NORPROP SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
334	MILLER,BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
335	GROSSO,DONALD	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
344	HARPE,KEN	HOLIDAY INN.	320 BAY ST.
346	HAZLETON,MARGARET	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
366	TROINOW,VICTORIA	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
369	CARMICHAEL,MARY	ONT.FINNISH HOME ASS.	725 NORTH ST.
370	HANSEN,LOUIS	ONT.FINNISH HOME ASS.	725 NORTH ST.
372	BENOIT,ALAIN	ONT.FINNISH HOME ASS.	725 NORTH ST.
374	TAAVEL,ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
376	FINN,ROBERT	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
391	MCLEOD,HEATHER	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
397	LAFRAMBOISE,YVON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
400	JOHNSON,MICHAEL	NORTH EAST SECURITY	G.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
410	POYNER,HAROLD	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
411	MOORE,ROBERT	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY ELGIN TOWER/AP/HS6 QUEEN ST/STRATHCLAIR DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
420	FABIANO,ANTONIO	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
430	RUSCIO,DOMINIC	MAJOR.CONTRACTING LTD DAY'S INN HOTEL	
435	TRAMBLE,GEORGE	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY ELGIN TOWER/AP/HS6 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
441	WILSON,DAVID	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY ELGIN TOWER/AP/HS6 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
442	MACLENNAN,MATTHEW	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY ELGIN TOWER/AP/HS6 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
443	MARCIL,MARK	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY ELGIN TOWER/AP/HS6 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
446	HALLIDAY,DANA	SAULT COLLEGE	413 NORTHERN AVE
456	CONEYBEARE,KEVIN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
459	SLEEMAN,RAY	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
460	BOUGIE,DAN	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
463	MORIN,ALEX	CORPS OF COMM.	
464	DITOMMASO,RYAN	2220917 ONT. INC	489 BAY ST/538 QUEEN ST E
465	DELAVALLE,DON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
470	WOOLEY,NATHANIEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
480	TELFORD,JASON	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
481	FORD,BRIAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
484	MCLEOD,VIRGINIA	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
486	LONGO,NADIA	GT.NORTHERN RETIREMEN	700 NORTHERN RD.
487	ROUGEAU,MARISA	GT.NORTHERN RETIREMEN	700 NORTHERN RD.
488	LEFLEUR,MARILYN	GT.NORTHERN RETIREMEN	700 NORTHERN RD.
489	MCQUEEN,WANDA	GT.NORTHERN RETIREMEN	700 NORTHERN RD.
490	LUXTON,JEFF	GT.NORTHERN RETIREMEN	700 NORTHERN RD.
493	BROWN,FRASER	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
501	QUARRELL,ROBERT	PANORMIC PROPERTIES	621,627,631 MACDONALD AVE
502	HAMEL,CHRIS	PANORMIC PROPERTIES	621,627,631 MACDONALD AVE
503	HAMEL,MELANIE	PANORMIC PROPERTIES	621,627,631 MACDONALD AVE
511	ADAIR,BRENDAN	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY ELGIN TOWER/AP/HS6 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
512	DIMMA,JUSTIN	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY ELGIN TOWER/AP/HS6 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
516	GAY,JAMES	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
517	ROY,BRENDA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
522	MCNAMA,STEVEN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
523	MCBRIDE,GUY	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY ELGIN TOWER/AP/HS6 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
526	JOHNSTON,CORY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
537	GRAWBARGER,KYLE	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
541	DIMMA, WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER

542	RALPH,NANCY	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIUS/JOHN RHODES/QE SPORTS COMPLEX
547	LIEPA,MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 4/STATION TOWER
548	CARON,ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR. (CIVIC CENTRE)
552	SENEGAL,DANIEL	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/YELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
556	ARCAND,SCOTT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
562	DEARING,SCOTT	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/YELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
565	LISCUMB,GERALD	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/YELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
566	SWEET,WILLARD	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIUS/JOHN RHODES/QE SPORTS COMPLEX
568	PICK,DENNY	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIUS/JOHN RHODES/QE SPORTS COMPLEX
569	ZEPPA,JACOB	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
573	RHODES,LILIAN	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIUS/JOHN RHODES/QE SPORTS COMPLEX
574	BOUCHARD,DARYL	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIUS/JOHN RHODES/QE SPORTS COMPLEX
580	CHARETTE,ROBERT	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIUS/JOHN RHODES/QE SPORTS COMPLEX
581	PAVONI,JORDAN	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/YELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
582	MAITLAND,DARLA	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIUS/JOHN RHODES/QE SPORTS COMPLEX
583	MADIGAN,LORRI-ANNE	PANORMIC PROPERTIES	621,627,631 MACDONALD AVE
587	GIULETTI,MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
589	TWENTYMAN,DANIEL	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/YELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
594	PELOSO,MATT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
596	WAGNER,TODD	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
599	BUMBACCO,CARL	CB HOME INSTALLTIONS	321 JOHN ST /342,346 ST GEORGE'S AVE.
601	HART,JASON	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/YELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
602	GREENWOOD,LESLIE	GREENWOOD HARDWARD	41 ALBERT ST W
603	LAMMING,DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
604	WAGNER,MATTHEW	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIUS/JOHN RHODES/QE SPORTS COMPLEX
606	SHEWFELT,CHERYL	PANORMIC PROPERTIES	621,627,631 MACDONALD AVE
607	FROST,CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
608	ALISAT,THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609	ROBINSON,SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
610	GREGANITI,BARETT	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIUS/JOHN RHODES/QE SPORTS COMPLEX
611	MIZZI,PRESTON	WENDY'S	1 QUEEN ST W
613	SULLIVAN,SHAWN	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/YELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
617	SAVAGE,SAMUEL	G4S SECURITY	SAULT AIRPORT / HOSPITAL
618	DEWING,SANDRA	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIUS/JOHN RHODES/QE SPORTS COMPLEX
619	BERTO,DEBORAH	GATEVIEW REALTY INC.	301-310 ALBERT ST E/420 A&B PRINCESS
620	FERA,NORMAN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
622	PROULX,PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON,BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHALIUK,JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
626	CHARRON,ROBERT	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIUS/JOHN RHODES/QE SPORTS COMPLEX
627	BAKER,WMILLIAM	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E
628	DEWAR,JEFFREY	G4S SECURITY	SAULT AIRPORT / HOSPITAL
630	LAFRAMBOISE,CORY	G4S SECURITY	SAULT AIRPORT / HOSPITAL
631	MACMILLER,TYLER	G4S SECURITY	SAULT AIRPORT / HOSPITAL
632	SAVAGE,MATT	G4S SECURITY	SAULT AIRPORT / HOSPITAL
633	HILL,MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIUS/JOHN RHODES/QE SPORTS COMPLEX
634	TIBBLES,COLLEEN	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E
635	BROUILLARD,BERNARD	EMBE SECURITY	
636	KLYM,TIMOTHY	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/YELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
637	TOMASONE,LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD.
640	BRUNI,MICHAEL	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/YELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
641	WILHEM,CHARLES	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENS CENTRE/HURON ST PROPERTY/YELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
642	COULTER,BRANT	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK/SPORTS COMPLEX/QE SPORTS COMPLEX
643	SHAW,KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK/SPORTS COMPLEX/QE SPORTS COMPLEX
644	SANTA MARIE,ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
645	RANDALL,JOSEPH	G4S SECURITY	SAULT AIRPORT / HOSPITAL

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2015-162

PUC: (P4) A By-law to authorize the Public Utilities Commission of the City of Sault Ste. Marie to borrow approximately eight million dollars (\$8,000,000) from the Royal Bank of Canada.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Sections 9 and 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

WHEREAS the Public Utilities Commission of the City of Sault Ste. Marie is deemed to be a municipal service board pursuant to Section 195 of the *Municipal Act, 2001*,

AND WHEREAS Subsection 23.4(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25 provides that where a municipality has delegated a power or duty to a municipal service board, the municipality may provide that any existing by-law or resolution of the municipality that relates to the delegated power or duty be deemed to be a by-law or resolution of the municipal service board,

AND WHEREAS the Public Utilities Commission of the City of Sault Ste. Marie originally sought to borrow eight million dollars (\$8,000,000) by issuing the debt in its name through the Ontario Infrastructure and Lands Corporation,

AND WHEREAS on May 11, 2015, City Council passed By-law 2015-97 thereby authorizing the Treasurer of the Public Utilities Commission of the City of Sault Ste. Marie together with any person designated as a Commission signing authority to borrow on behalf of the Commission a sum or sums in the aggregate eight million dollars (\$8,000,000) with interest as negotiated,

AND WHEREAS the Public Utilities Commission of the City of Sault Ste. Marie has subsequently been informed that the Commission is not eligible for funding under the Infrastructure Ontario programs and thereafter has arranged for alternate financing through the Royal Bank of Canada,

AND WHEREAS the Public Utilities Commission of the City of Sault Ste. Marie will be issuing the debt in its name through the Royal Bank of Canada,

AND WHEREAS the Public Utilities Commission of the City of Sault Ste. Marie has advised that the "Conditions Precedent" to the availability of any borrowing through the Royal Bank of Canada requires, among other matters, that The Corporation of the City of Sault Ste. Marie:

- (a) duly authorize and execute a Resolution of Directors in the form attached as Schedule "A" to this by-law; and
- (b) duly authorize and execute a Guarantee and Postponement of Claim in the form attached as Schedule "B" to this by-law in the amount of eight million dollars (\$8,000,000) for all debts owing by the Public Utilities Commission of the City of Sault Ste. Marie to the Royal Bank of Canada; and
- (c) provide a certified copy of the Resolution of Directors and the within by-law to the Royal Bank of Canada,

NOW THEREFORE The Corporation of the City of Sault Ste. Marie enacts as follows:

1. BY-LAW 2015-97 REPEALED

By-law 2015-97 being a bylaw to authorize the Public Utilities Commission of the City of Sault Ste. Marie to borrow approximately eight million dollars (\$8,000,000) by issuing the debt in its name through the Ontario Infrastructure and Lands Corporation is hereby repealed.

2. AUTHORIZATION TO BORROW THROUGH ROYAL BANK OF CANADA

The Treasurer of the Public Utilities Commission of the City of Sault Ste. Marie together with any person designated as a Commission signing authority are hereby authorized on behalf of the Commission to borrow a sum or sums in the aggregate eight million dollars (\$8,000,000) with interest as negotiated.

3. EXECUTION OF RESOLUTION OF DIRECTORS

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 the Resolution of Directors in the form of Schedule "A" attached hereto.

4. EXECUTION OF GUARANTEE AND POSTPONEMENT OF CLAIM

The Mayor and the City Clerk and hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Guarantee and Postponement of Claim to the Royal Bank of Canada in the total amount of eight million dollars (\$8,000,000) in the form of Schedule "B" attached hereto for all debts owing by the Public Utilities

Commission of the City of Sault Ste. Marie to the Royal Bank of Canada as authorized by the within by-law.

5. SCHEDULES "A" AND "B"

Schedules "A" and "B" attached hereto forms part of this by-law.

6. PROVISION OF CERTIFIED COPIES

The City Clerk of The Corporation of the City of Sault Ste. Marie is hereby directed and authorized to provide certified copies of the duly executed Resolution of Directors, Guarantee and Postponement of Claim and within by-law as requested by the Royal Bank of Canada.

7. EFFECTIVE DATE

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

PASSED in open Council this 14th day of September, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

Schedule "A"

E-FORM 222 (OB/2018)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE (the "Guarantor") RESOLUTION OF DIRECTORS

Whereas it is deemed expedient and in the best interests of the Guarantor that it lend assistance to PUBLIC UTILITIES COMMISSION OF THE CITY OF SAULT STE. MARIE (the "Customer") in connection with its borrowings, both present and future, from ROYAL BANK OF CANADA (the "Bank").

NOW THEREFORE BE IT DULY RESOLVED

1. THAT the Guarantor guarantee payment to the Bank of all present and future debts and liabilities, including interest due at any time by the Customer to the Bank; provided that the liability of the Guarantor shall be limited to the sum of \$ 8,000,000.00 Eight Million Dollars together with interest from the date of demand for payment at the Prime Interest Rate of the Bank plus 0.000 ZERO per cent per annum;

For the purposes hereof (where applicable), Prime Interest Rate means the annual rate of interest announced from time to time by the Bank as a reference rate then in effect for determining interest rates on Canadian Dollar commercial loans in Canada.

2. THAT the Guarantor further secure the Bank by postponing all debts and claims, present and future, of the Guarantor against the Customer to the debts and claims of the Bank against the Customer.

3. THAT the Guarantee and Postponement of Claim upon the Bank's form, a copy of which has been submitted to this meeting, be and is hereby approved as containing a correct statement of the terms and conditions upon which the said guarantee and postponement are to be made and that the said Guarantee and Postponement of Claim be duly executed for and in the name of the Guarantor (under the corporate seal where required).

by CHRISTIAN PROVENZANO - MAYOR

(IDENTIFY BY NAME AND TITLE)

and MALCOLM WHITE - CITY CLERK

(IDENTIFY BY NAME AND TITLE)

with such alterations, additions, amendments and deletions as they may approve; and that the Guarantee and Postponement of Claim/Suretyship and Subordination of Claims so executed is the Guarantee and Postponement of Claim authorized by this resolution.

4. THAT for the purpose of securing this Guarantee, or any present or future debts or liabilities, including interest due at any time, by the Customer to the Bank, the Guarantor shall provide to the Bank any security, including accommodation endorsements, which the Bank may request, and that for such purpose the officers of the Guarantor mentioned in paragraph 3 hereof be and they are hereby empowered for and on behalf of the Guarantor to provide such security and to execute such further documents as the Bank may require.

5. That a copy of this Resolution, certified by the Secretary of the Guarantor (under the corporate seal where required) be given to the branch of the Bank where the Customer has its account, and that the designation of the officers under Section 3 of this Resolution shall be binding upon the Guarantor until a Resolution, certified by the Secretary of the Guarantor, changing the officers is received by that branch of the Bank.

CERTIFICATE

It is hereby certified by the undersigned that the foregoing is a Resolution of the Directors of the Guarantor in accordance with the Guarantor's By-laws, constituting documents, any unanimous shareholders' agreements made by the shareholders of the Guarantor and all other laws governing the Guarantor, all as amended from time to time, which Resolution is now in full force and effect.

It is hereby further certified that there are no provisions in the articles or by-laws of the Guarantor or in any unanimous shareholder agreement which restrict or limit the powers of the Guarantor or of its directors to borrow money upon the credit of the Guarantor, to issue, reissue, sell or pledge debt obligations of the Guarantor, to give a guarantee on behalf of the Guarantor to secure the performance of an obligation of any person, to mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Guarantor, owned or subsequently acquired, to secure any obligation of the Guarantor and to delegate the powers referred to above to a director, officer or committee of directors.

CERTIFIED this 09 14 2015, as witness, where required by law, under the corporate seal of the Guarantor.

(FOR BANK USE ONLY)

INITIALS	
Prepared by	Checked by

(Corporate Seal where required by law)

Secretary

Schedule "B"

E-FORM 812 (08/2010)
RETENTION - M

GUARANTEE AND POSTPONEMENT OF CLAIM

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by PUBLIC UTILITIES COMMISSION OF THE CITY OF SAULT STE. MARIE (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of \$8,000,000.00 Eight Million Dollars together with interest thereon from the date of demand for payment at a rate equal to the Prime Interest Rate of the Bank plus 0.000 ZERO percent per annum as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

- (1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.
- (2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.
- (3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.
- (4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.
- (5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the

whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suitable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessorial.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Ontario ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(Applicable
in all
P.P.S.A.
Provinces
except
Ontario.)

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

EXECUTED this 09 14 2015
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Witness Signature:

Name:

Witness Signature:

Christian Provenzano - Mayor

Name:

Witness Signature:

Malcolm White - City Clerk

Name:

Witness Signature:

Name:

Insert the full name and address of guarantor (Undersigned above).

Full name and address

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

99 Foster Drive, Sault Ste. Marie ON P6A 5X6

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guaranteee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

(To be completed only where the guarantor is not a corporation)

THE GUARANTEES ACKNOWLEDGEMENT ACT (ALBERTA) CERTIFICATE OF BARRISTER AND SOLICITOR

I HEREBY CERTIFY THAT:

(1) dated _____ made between ROYAL BANK OF CANADA and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by _____, Barrister and Solicitor at the _____ of _____,
in the Province of Alberta, this _____ day of _____, 20_____.

Signature

(Guarantor to sign in presence of
Barrister and
Solicitor)

STATEMENT OF GUARANTOR

I am the person named in the certificate _____

Signature of Guarantor

(To be completed when the guarantor is an individual and the guarantee is stated to be governed by the laws of Saskatchewan and the Customer is a farmer, farm corporation or farm partnership in Saskatchewan or engages in a farming operation or owns farm assets in Saskatchewan.)

THE SASKATCHEWAN FARM SECURITY ACT ACKNOWLEDGEMENT OF GUARANTEE (SECTION 31) CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

(1) Province of Ontario, the guarantor in the guarantee dated _____ made between ROYAL BANK OF CANADA and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

(3) I have not prepared any documents on behalf of the creditor, Royal Bank of Canada, relating to the transaction and I am not otherwise interested in the transaction;

(4) I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at _____ this _____ under my hand and seal of office

(SEAL REQUIRED WHERE NOTARY
PUBLIC SIGNS CERTIFICATE)

A LAWYER OR A NOTARY PUBLIC IN AND FOR

STATEMENT OF GUARANTOR

I am the person named in the certificate _____

Signature of Guarantor

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2015-163

CEMETERIES: A by-law to amend By-law 2012-129 being a by-law to provide regulations for the operation of all municipal crematoriums, mausoleums, and cemeteries owned by the City of Sault Ste. Marie

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to the *Funeral, Burial and Cremation Services Act, 2002*, as amended, and the regulations made pursuant to the said Act, ENACTS as follows:

6. GENERAL RULES AND REGULATIONS

Delete:

6.11 No animals, except service animals, shall be permitted within the cemetery.

and replace with the following:

6.11 Leashed pets are permitted on cemetery grounds. Owners must control their animals at all times and clean up after them if necessary.

13. MARKERS AND INSCRIPTIONS

Delete:

13.11 Only one marker shall be erected on any grave. The marker shall be located in the centre of the top lot line, or as otherwise designated and approved by the Manager.

and replace with the following:

13.11 The maximum number of markers permitted on a single grave is:

Greenwood (New and Old, Holy Sepulchre, Pine Grove and West Korah cemeteries

- a) One upright marker and one pillow marker with one name and five flat markers; or
- b) One upright marker and one pillow marker with two names and four flat markers

The upright marker shall be located in the centre of the top lot line, or as otherwise designated and approved by the Manager.

New Greenwood Urn Garden, New Greenwood Cremation Hill and Holy Sepulchre Urn Area

- c) One flat marker.

Holy Sepulchre “Flat Area”

- d) Six flat markers

New Greenwood Legion Hill Veterans’ Section, New Greenwood Veterans’ Section, and the West Korah Legion Veterans’ Section

- e) One upright marker and up to two flat markers

19. EFFECTIVE DATE

No part of this by-law comes into force until the Cemeteries Branch of the Ontario Ministry of Consumer Services has approved the same; and until such time as the Lieutenant Governor of Ontario has proclaimed the *Funeral, Burial, and Cremation Services Act, 2002* as being in full force and effect.

PASSED in open Council this 14th day of September 2015.

Mayor – Christian Provenzano

Clerk – Malcolm White

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2015-164

FIRE ROUTE: (F2.2) A by-law to amend Fire Routes By-law 2013-105.

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

1. SCHEDULE “B” AMENDED

Schedule “B” to By-law 2013-105 is amended as follows:

Adding “St. Mary’s College Civic 868 Second Line East” as a required address having a designated fire route.

2. EFFECTIVE DATE

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

PASSED in open Council this 14th day of September, 2015.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE