



REGULAR MEETING OF CITY COUNCIL REVISED AGENDA

Monday, June 22, 2015

4:30 p.m.

Council Chambers
Civic Centre

Pages

1.	ADOPTION OF MINUTES	13 - 21
	Mover Councillor J. Krmpotich Seconder Councillor S. Butland	
	Resolved that the Minutes of the Regular Council Meeting of 2015 06 08 be approved.	
2.	QUESTIONS AND INFORMATION ARISING OUT OF THE MINUTES AND NOT OTHERWISE ON THE AGENDA	
3.	DECLARATION OF PECUNIARY INTEREST	
3.1	Councillor L. Turco - Changes to Highway Traffic Act Spouse employed by the Police Service.	
3.2	Councillor L. Turco - By-law 2015-126 (Parking) Municipal Law Enforcement Officers Spouse employed by Police Services.	
3.3	Councillor M. Shoemaker - Tender for Hot and Chilled Water Systems Glycol Replacement Project – Essar Centre (2015CB03T) A proponent is a client of law firm.	
3.4	Councillor M. Shoemaker - Municipal Council Support Resolutions Certain applicants are clients of law firm.	
3.5	Councillor M. Shoemaker - By-law 2015-124 (Resolutions) Solar Photovoltaic Feed-In-Tariff (FIT)	

Certain applicants are clients are clients of law firm.

3.6 Councillor M. Shoemaker - Sault Ste. Marie EDC- Passenger Rail Service

Law firm acts for one of the parties involved in the potential agreement.

3.7 Councillor R. Niro - Update on the New Fire Chief's First 90 Days

Brother employed by the Fire Service.

3.8 Councillor R. Niro - Condominium Approval 1-15 (Former Riverwalk Phase 2)

Daughter

3.9 Councillor S. Butland - Municipal Council Support Resolutions

Son-in-law employed by one of the applicants.

3.10 Councillor S. Butland - By-law 2015-124 (Resolutions) Solar Photovoltaic Feed-In-Tariff (FIT)

Son-in-law employed by one of the applicants.

3.11 Mayor C. Provenzano - Heritage Property Tax Rebate Program

Owner of property subject to the provisions of the program.

4. APPROVE AGENDA AS PRESENTED

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that the Agenda and Addendum for 2015 06 22 City Council Meeting as presented be approved.

5. PROCLAMATIONS/DELEGATIONS

5.1 Steelworker Days

Joe Krmpotich, United Steelworkers Union Co-ordinator

5.2 Canadian Multiculturalism Day

Danny Krmpotich, Local Immigration Program Co-ordinator

5.3 A-12-15-Z – 342-346 John Street

Patty Bellerive was in attendance concerning this item.

5.4 Old Garden River Road Technology Park Project

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

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that all the items listed under date 2015 06 22 – Part One – Consent Agenda, save and except 6.9 and 6.10 be approved.

6.1

Correspondence

6.1.1 Federation of Northern Ontario Municipalities (FONOM)

22 - 22

Electoral Reform Legislation

6.1.2

Truth and Reconciliation Commission Report

23 - 23

Letter to Chief Dean Sayers and Chief Lyle Sayers from Mayor Provenzano

6.1.3

Habitat for Humanity Request

24 - 24

Correspondence from the Executive Director

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that the request from Habitat for Humanity be referred to appropriate staff for review and report back to Council.

6.2

Private Property Liquor Licence Extensions

25 - 28

Correspondence requesting permission for private property liquor licence extensions are attached for the consideration of Council.

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

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

- Lauzon Wedding – Canadian Bushplane Heritage Centre – July 4, 2015 – 4 p.m. – 1 a.m.
- G. Marconi Society Italian Festival – July 12, 2015 – noon – 1 a.m.
- Great Northern Retirement Home Family Fun Day – August 14, 2015 – 3 p.m. – 7 p.m.
- Royal Canadian Legion Car Show – July 4, 2015 – 11:00 a.m. – 11:00 p.m.
- Royal Canadian Legion Annual Horseshoe Tournament – August 15, 2015 – 11:00 a.m. – 11:00 p.m.

6.3

Street Closing – Annual Flower Bomb Street Clean-up

29 - 30

A letter of request for a temporary street closing in conjunction with Annual Flower Bomb Street Clean-up for Neighbourhood is attached for the consideration of Council.

- Gore Street from Queen Street East to Albert Street East – June 27, 2015
– 10:00 a.m. to 3:00 p.m.

The relevant By-law 2015-125 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.4

Council Travel

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that Mayor Provenzano be authorized to travel to Thunder Bay for three days in July to attend the Northern Ontario Large Urban Mayors (NOLUM) meeting at a cost to the City of approximately \$1,100.00

6.5

Tender for Hot and Chilled Water Systems Glycol Replacement Project – Essar Centre (2015CB03T)

31 - 33

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

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that the report of the Manager of Purchasing dated 2015 06 22 be received and the recommendation that the tender for the Hot and Chilled Water Systems Glycol Replacement Project at the Essar Centre be awarded to S & T Electrical Contractors Ltd. at their low tendered price, meeting specifications, of \$71,600.00 plus HST be approved.

6.6

Algoma Public Health Appointments

34 - 35

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

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that the report of the City Clerk dated 2015 06 22 concerning Algoma Public Health Appointments be accepted and that the City Clerk be authorized to communicate and liaise with the Ministry of Health and district municipalities concerning the appointments process for the Board of Health of the District of Algoma Health Unit.

6.7

Memorandum of Settlement – ATU Local 1767, 2015-2019

36 - 54

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

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that the report of the Commissioner of Human Resources dated

2015 06 22 concerning the Transit (ATU Local 1767) Memorandum of Settlement be received and the recommendation that City Council ratify the Memorandum of Settlement be approved.

6.8	John Rhodes Community Centre – Restaurant – Renovation Costs	55 - 57
	A report of the Commissioner of Community Services is attached for the consideration of Council.	
	Mover Councillor J. Krmpotich Seconder Councillor S. Butland	
	Resolved that the report of the Commissioner of Community Services dated 2015 06 22 concerning the JRCC Restaurant Renovation Costs be received and that Council authorize up to \$100,000 from the Parks Reserve Fund for the City's share of the renovation costs.	
6.9	Heritage Property Tax Rebate Program	58 - 64
	A report of the Manager of Recreation and Culture is attached for the consideration of Council.	
	The relevant By-laws 2015-121 and 2015-122 are listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.10	Designated Heritage Property Grant 1164 Queen Street East	65 - 71
	A report of the Manager of Recreation and Culture is attached for the consideration of Council.	
	Mover Councillor J. Krmpotich Seconder Councillor S. Butland	
	Resolved that the report of the Manager of Recreation and Culture dated 2015 06 22 concerning Designated Property Grant application from Cindy Parniak, owner of 1164 Queen Street East be received and the recommendation of the Sault Ste. Marie Municipal Heritage Committee that a grant of \$6,000 be provided toward the replacement cost of fifteen (15) windows as outlined in the application; and further that payment be rendered upon submission of the paid contractor's invoices and upon final approval of the project by the Sault Ste. Marie Municipal Heritage Committee; and further that the funds come from the Designated Heritage Property Grant budget be approved.	
6.11	Municipal Council Support Resolutions	72 - 95
	A report of the Environmental Initiatives Co-ordinator is attached for the consideration of Council.	
	The relevant By-law 2015-124 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.12	2016 Capital Road Reconstruction Plan and Update on 2015 Plan	96 - 102

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

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that the report of the Director of Engineering Services dated 2015 06 22 concerning the 2016 capital construction program be received, and that the following be approved:

The attached 2016 capital works program;

The Engineering Department proceed with any remaining local improvement rolls and notices for 2016 works;

The Engineering Division report back to Council with a recommendation for retaining consulting engineers for the projects that will not be completed in house in order to ensure a timely construction start;

The Engineering Division report back to Council when more information is known about the Bay Street resurfacing project, and Gore Street reconstruction.

6.13

Queen Street Streetscape Project

103 - 106

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

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that the report of the Planning Division dated 2015 06 22 concerning Queen Street Streetscape Project be accepted and that City Council authorize the tendering of the Queen Street streetscape project.

6.13.1

Supplementary Report

107 - 109

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that the report of the Planning Director dated June 22, 2015 be received and that City Council authorize the tendering of the Queen Street Streetscape Project for the Bruce – Dennis block subject to removal of the pedestrian scale lighting.

6.14

Etienne Brûlé School Community Partnership Project

110 - 114

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

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that the report of the Planning Director dated 2015 06 22 concerning Etienne Brûlé School Community Partnership Project be received and that City Council approve in principle the Etienne Brûlé School Community Partnership Project and

1. Request the Legal Department to prepare an appropriate agreement with the Algoma District School Board for those items identified as the City's responsibility;
2. Approve funds from the unallocated capital surplus for the construction of the Hub Trail spoke from Huron Street to John Street through the Etienne Brûlé property at a cost not to exceed \$160,000;
3. Approve an increase in the operating budget of \$10,000 to the PWT Parks Division ongoing maintenance budget once this project is complete;
4. Request City staff and appropriate community partners to explore all possible funding initiatives for this project and report to City Council no later than October 2015.

6.15 Old Garden River Road Technology Park Project

115 - 118

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

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that the report of the Planning Director dated 2015 06 22 concerning Old Garden River Road Technology Park Project be accepted and that City Council authorize funding applications to FedNor and NOHFC for the extension of services for the Old Garden River Road Technology Park with the municipal funding share to be taken from the Serviced Industrial Land Reserve not to exceed \$350,000.

6.16 Update on the New Fire Chief's First 90 Days

119 - 121

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

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that the Report of the Fire Chief dated 2105 06 22 concerning Update of the New Fire Chief's First 90 Days be received as information.

6.17 2015 Curb and Sidewalk Program

122 - 125

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

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2015 06 22 concerning the proposed 2015 curb and sidewalk program be received as information.

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-12-15-Z – 342-346 John Street	126 - 156
	A report of the Planner is attached for the consideration of Council.	
	Mover Councillor J. Krmpotich Seconder Councillor S. Butland	
	Resolved that the Report of the Planner dated 2015 06 22 concerning A-12-15-Z – 342-346 John Street be accepted as information and that Council rezones the subject property from R.3 (Low Density Residential Zone) to R3.S (Low Density Residential Zone) with a Special Exception outlining the following provisions:	
	<ol style="list-style-type: none">1. That in addition to the uses permitted in an R.3 zone, that an apartment building be permitted, consisting of not more than 25 dwelling units.2. That the existing building footprint and height not be expanded in any way.3. That additional landscaping be provided within the northwestern portion of the subject property, adjacent to John Street, as shown on the applicants site plan.4. That a fence be erected and maintained along the northern portion of the landscaped area adjacent to John Street, in accordance with the provisions of Zoning By-law 2005-150.5. That a landscaped strip be provided along the Bush Street frontage, to the satisfaction of the Planning Director.6. That the Front Yard Setback (John St.) be reduced to 0.5m.7. That the exterior side yard setback (St. Georges) be reduced to 1.2m.8. That the interior side yard setback (north lot line) be reduced to 1.8m.9. That required parking be permitted in the required exterior side yard.10. That the property be deemed subject to Site Plan Control, pursuant to Section 41 of the Planning Act.	
	Mover Councillor R. Niro Seconder Councillor L. Turco	
	Resolved that agenda item 7.6.1 - A-12-15-Z - 342-346 John Street be postponed to the July 13, 2015 Council meeting.	
7.6.1.1	<i>Additional correspondence</i>	157 - 158
7.6.2	Condominium Approval 1-15 (Former Riverwalk Phase 2)	159 - 165

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

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that the report of the Planning Director dated 2015 06 22 concerning Condominium Approval 1-15 (Former Riverwalk Phase 2) be accepted and that the Legal Department be requested to bring the appropriate by-law forward for passage at a subsequent Council meeting.

7.6.2.1 Additional Image – Queen Street View 166 - 166

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

7.8.1 Sault Ste. Marie EDC- Passenger Rail Service 167 - 179

A report of the CEO, Sault Ste. Marie Economic Development Corporation and Interim Chair, ACR Passenger Service Stakeholder Working Group is attached for the information of Council.

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that the report of the CEO, Sault Ste. Marie Economic Development Corporation and Interim Chair, ACR Passenger Service Stakeholder Working Group dated 2015 06 22 concerning Sault Ste. Marie to Hearst Passenger Rail Service Contribution Agreements be received and the recommendations contained therein be approved.

7.8.2 Kiwanis Community Theatre Centre Appointments 180 - 182

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

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that the report of the City Clerk dated 2015 06 22 concerning Kiwanis Community Theatre Centre Appointments be accepted and that citizens Robert Cooper, Karen Montgomery-Jones and Ben Pritchard be appointed to the Kiwanis Community Theatre Centre board of directors for a two year term.

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

8.1 Changes to Highway Traffic Act

Mover Councillor T. Sheehan
Seconder Councillor M. Shoemaker

Whereas there have been significant changes to laws regarding ATVs, distracted driving, school bus safety and bicycling;

Now Therefore Be It Resolved that appropriate City staff and City police report back at a future Council meeting regarding the impact of these changes on our community.

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 J. Krmpotich
Seconder Councillor S. Butland

Resolved that all By-laws under item 11 of the Agenda under date 2015 06 22 be approved, save and except 2015-121, 2015-122, 2015-124 and 2015-126.

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

11.1.1 By-law 2015-121 (Agreement) Heritage Property – 36 Herrick Street 183 - 194

A report from the Manager of Recreation and Culture is on the Agenda.

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that By-law 2015-121 being a by-law to authorize the execution of an agreement between the City and the owner of 36 Herrick Street for the conservation of the present historical, architectural, contextual, aesthetic, scenic and heritage characteristics and conditions of the property be passed in open council this 22nd day of June, 2015.

11.1.2 By-law 2015-122 (Agreement) Heritage Property – 1164 Queen Street East 195 - 207

A report from the Manager of Recreation and Culture is on the Agenda.

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that By-law 2015-122 being a by-law to authorize the execution of an agreement between the City and the owner of 1164 Queen Street East for the conservation of the present historical, architectural, contextual, aesthetic, scenic and heritage characteristics and conditions of the property be passed in open Council this 22nd day of June, 2015.

11.1.3 By-law 2015-123 (Agreement) EOS Canada Inc. Collections 208 - 216

Passed by Council Resolution on April 27, 2015.

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that By-law 2015-123 being a by-law to authorize the execution of an agreement between the City and EOS Canada Inc. for the collection of fines, fees, costs and surcharges on behalf of the Municipality from June 15, 2015 to June 14, 2017 be passed in open Council this 22nd day of June, 2015.

11.1.4 By-law 2015-124 (Resolutions) Solar Photovoltaic Feed-In-Tariff (FIT)

217 - 229

A report from the Environmental Initiatives Coordinator is on the Agenda.

Mover Councillor J. Krmpotich
Seconder Councillor S. Myers

Resolved that By-law 2015-124 being a by-law to authorize the execution of twelve (12) Municipal Council Support Resolutions to support twelve (12) solar photovoltaic Feed-In-Tariff (FIT) applications being submitted to the Independent Electricity System Operator Feed-In-Tariff Program be passed in open Council this 22nd day of June, 2015.

11.1.5 By-law 2015-125 (Temporary Street Closing) Gore Street (Queen to Albert)

230 - 230

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that By-law 2015-125 being a by-law to permit the temporary closing of Gore Street from Queen Street to Albert Street to facilitate the Annual "Flower Bomb" Street Clean-Up for Neighbourhood be passed in open Council this 22nd day of June, 2015.

11.1.6 By-law 2015-126 (Parking) Municipal Law Enforcement Officers

231 - 237

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that By-law 2015-126 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 22nd day of June, 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

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that this Council proceed into closed session to discuss human resource issues; 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 (*Personal matters about identifiable individuals – section 239 (b)*).

14. ADJOURNMENT

Mover Councillor J. Krmpotich
Seconder Councillor S. Butland

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, June 8, 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:

N. Kenny, R. Tyczinski, N. Apostle, L. Girardi, S. Schell, P. Niro, J. Dolcetti, D. Elliott, D. McConnell, M. Zuppa, M. Figliola, R. Keetch, A. Starzomski, F. Coccimiglio, T. Dodds

1. ADOPTION OF MINUTES

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that the Minutes of the Regular Council Meeting of 2015 05 25 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 J. Krmpotich – Anti-dumping and Countervailing Duties for Rebar

Employed by Essar Steel Algoma Inc.

3.2 Councillor J. Krmpotich – Rebar Anti-Dumping and Countervailing Duties and Public Interest Inquiry

Employed by Essar Steel Algoma Inc.

3.3 Councillor M. Shoemaker – Sault Ste. Marie EDC – Passenger Rail Service

Law firm represents one of the proponents

3.4 Councillor R. Romano – Animation Cel Collection

Spouse is a member of the Art Gallery of Algoma Board of Directors

3.5 Councillor L. Turco – Community Safety and Wellbeing

Spouse employed by Police Service

4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the Agenda for 2015 06 08 City Council Meeting as presented be approved.

Carried

5. PROCLAMATIONS/DELEGATIONS

5.1 Yellow Fish Road Day

Madison Zuppa, Environmental Initiatives Co-ordinator, was in attendance.

5.2 World Elder Abuse Awareness Day

Stacey Shiels, Chair, Seniors' Rights Protection Council of Sault Ste. Marie and Area was in attendance.

5.3 Garden Ontario Week

Suzanne Hanna, Community Garden Network, was in attendance.

5.4 Relay for Life

Rodney Buzdygan, Manager, Canadian Cancer Society, Algoma Community Office and Judy Cruise, Chair, Relay for Life Crew were in attendance.

5.5 Canadian Bushplane Heritage Centre

Mike Delfre, Executive Director, was in attendance.

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that all the items listed under date 2015 06 08 – Part One – Consent Agenda save and except agenda item 6.10 be approved.

Carried

6.1 Correspondence

6.1.1 CAO Selection Committee Update

Email correspondence from Mayor Provenzano was received by Council.

6.2 Finance Committee Terms of Reference

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

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that the report of the Commissioner of Finance and Treasurer dated 2015 06 08 concerning the Finance Committee Terms of Reference be received; and

Further Be It Resolved that the Finance Committee Terms of Reference dated 2004 01 26 be amended to change the committee composition from three senior Finance staff to two senior Finance staff.

Carried

6.3 Firearms Bylaw Exemptions Ermatinger•Clergue National Historic Site

The report of the Curator of Ermatinger•Clergue National Historic Site was received by Council.

Moved by: Councillor R. Romano

Seconded by: Councillor P. Christian

That the report of the Curator of the Ermatinger•Clergue National Historic Site be received and that the request of the Historic Sites Board for a temporary exemption of firearms by-law 2008-168, regulation R.1.2.6 from May 30, 2015 to December 19, 2015 for the Ermatinger•Clergue National Historic Site be approved.

Carried

6.4 Cultural Advisory Board By-law Amendment

The report of the Manager of Recreation and Culture was received by Council.
The relevant By-law 2015-117 is listed under item 11 of the Minutes.

6.5 Transportation Master Plan – Completion

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

Moved by: Councillor R. Romano

Seconded by: Councillor P. Christian

Resolved that the report of the Director of Engineering Services dated 2015 06 08 concerning the Transportation Master Plan completion be received and that the finalization of the plan be approved.

Carried

6.6 Surface Treatment Contract – 2015-7E

The report of the Design and Construction Engineer was received by Council.
The relevant By-law 2015-118 is listed under item 11 of the Minutes.

6.7 Miscellaneous Paving Contract – 2015-6E

The report of the Design and Construction Engineer was received by Council.
The relevant By-law 2015-119 is listed under item 11 of the Minutes.

6.8 Landfill Site Operations and Monitoring 2014 – Environmental Monitoring Committee

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Land Development and Environmental Engineer dated 2015 06 08 concerning the annual Operations and Monitoring Reports for the municipal landfill be received as information.

Carried

6.9 Blue Earth UPS

The report of the Manager of Traffic and Communications was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Manager of Traffic and Communications dated 2015 06 08 concerning Blue Earth UPS be received; further that Council authorize the purchase of Blue Earth UPS systems for existing small traffic controller cabinets with funding from the annual capital from current funding approved for this project.

Carried

6.11 Rebar Anti-Dumping and Countervailing Duties and Public Interest Inquiry

Councillor J. Krmpotich declared a conflict on this item. (Employed by Essar Steel Algoma Inc.)

The report of the City Solicitor was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the City Solicitor dated 2015 06 08 concerning Rebar Anti-Dumping and Countervailing Duties and Public Interest Inquiry be received and that Council authorize the Legal Department to prepare a draft submission for the Mayor's signature supporting the position of Essar Steel Algoma Inc. and Tenaris Canada.

Carried

6.12 Community Safety and Wellbeing

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

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

Moved by: Councillor R. Romano

Seconded by: Councillor P. Christian

Resolved that the report of the Police Chief and Commissioner of Social Services dated 2015 06 08 concerning Community Safety and Wellbeing be received as information.

Carried

6.13 Council Travel

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that Councillor Turco be authorized to travel to Mississauga for two days in June for the AMO Board of Directors' Meeting at a cost to the City of approximately \$500.

Carried

6.10 Anti-dumping and Countervailing Duties for Rebar

Councillor J. Krmpotich declared a conflict on this item. (Employed by Essar Steel Algoma Inc.)

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Whereas Canada's rebar producers initiated a complaint under the *Special Import Measures Act* in 2014 against illegally dumped and subsidized imports of rebar from China, South Korea and Turkey; and

Whereas during those proceedings the Independent Contractors and Business Association and the Province of British Columbia sought a regional exemption from such duties; and

Whereas the Canadian International Trade Tribunal determined in January 2015 that these imports will injure Canadian producers, and established duties to apply to rebar imports from the three countries and denied the regional exemption; and

Whereas the Independent Contractors and Business Association and the Province of British Columbia subsequently asked for a public interest inquiry seeking a regional exemption;

Now Therefore Be It Resolved that the City of Sault Ste. Marie support Canadian industry by opposing a request for British Columbia to be exempted from antidumping and countervailing duties on illegally imported rebar and that a Notice to Intervene be filed with the Canadian International Trade Tribunal in this regard.

OFFICIALLY READ NOT DEALT WITH

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

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

7.8.1 Algoma Public Health

Correspondence from Algoma Public Health dated May 21, 2015 referred from May 25, 2015 Council meeting; correspondence from Mayor Provenzano to APH and email correspondence from APH to Mayor Provenzano's office was received by Council.

7.8.2 Sault Ste. Marie EDC – Passenger Rail Service

Councillor M. Shoemaker declared a conflict on this item. (Law firm representing one of the proponents)

The report of the CEO, Sault Ste. Marie Economic Development Corporation and Interim Chair, ACR Passenger Service Stakeholder Working Group was received by Council.

Moved by: Councillor R. Romano

Seconded by: Councillor P. Christian

Resolved that the report of the CEO, Sault Ste. Marie Economic Development Corporation and Interim Chair, ACR Passenger Service Stakeholder Working Group dated 2015 06 08 concerning Continued Operation of the Passenger Rail Service from Sault Ste. Marie to Hearst be received as information.

Carried

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

8.1 Animation Cel Collection

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

Moved by: Councillor S. Butland

Seconded by: Councillor S. Myers

Be It Resolved that Jasmina Jovanovic, Director, Art Gallery of Algoma be requested to address Council as to the status of the Animated Cel Collection in its possession and to offer any recommendation(s) as to its potential benefit to the Art Gallery or City or as to its appropriate and legal disposition.

Carried

8.2 Notice of Motion - Changes to Highway Traffic Act

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Shoemaker

Whereas there have been significant changes to laws regarding ATVs, distracted driving, school bus safety and bicycling;

Now Therefore Be It Resolved that appropriate City staff and City police report back at a future Council meeting regarding the impact of these changes on our community.

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 R. Romano

Seconded by: Councillor S. Butland

Resolved that all By-laws under item 11 of the Agenda under date 2015 06 08 be approved.

Carried

11.2 By-law 2015-117 (Cultural Advisory Board)

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that By-law 2015-117 being a by-law to amend By-law 2013-117 (a by-law to re-establish a Cultural Advisory Board) be passed in open Council this 8th day of June, 2015.

Carried

11.3 By-law 2015-118 (Agreement) Ellwood Robinson Limited (Contract 2015-7E)

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that By-law 2015-118 being a by-law to authorize execution of a contract between the City and Ellwood Robinson Limited for the supply and application of surface treatment for portions of Moss Road and Brule Road (Contract 2015-7E) be passed in open Council this 8th day of June, 2015.

Carried

11.4 By-law 2015-119 (Agreement) Ellwood Robinson Limited Contract 2015-6E

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that By-law 2015-119 being a by-law to authorize execution of a contract between the City and Ellwood Robinson Limited for the 2015 Miscellaneous Paving Contract. (Contract 2015-6E)

Carried

11.5 By-law 2015-120 (Regulations) Ermatinger•Clergue National Historic Site (ECNHS)

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that By-law 2015-120 being a by-law to exempt the Ermatinger•Clergue National Historic Site (ECNHS) from By-law 2008-168 being a firearms by-law to prohibit the discharge of firearms in the municipality be passed in open Council this 8th day of June, 2015.

Carried

- 11.1 By-laws before Council TO BE PASSED which do not require more than a simple majority**
- 12. By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority**
- 13. By-laws before Council for THIRD reading which do not require more than a simple majority**
- 14. QUESTIONS BY, NEW BUSINESS FROM, OR ADDRESSES BY MEMBERS OF COUNCIL CONCERNING MATTERS NOT OTHERWISE ON THE AGENDA**
- 15. CLOSED SESSION**
- 16. ADJOURNMENT**

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk

FONOM

The Federation of Northern Ontario Municipalities

For immediate release:

FONOM Pleased that Electoral Reform Legislation will Ensure Fair Representation for the North

June 10, 2015 - Kapuskasing, ON - The Federation of Northern Ontario Municipalities (FONOM) is pleased with the recent introduction of election reform legislation that will see the number of ridings in the North remain at 11. Ontario is acting on the province's Chief Electoral Officer's recommended changes to riding boundaries, along with several other changes, to ensure fair representation.

The legislation would see 122 ridings in place for the 2018 provincial election. The alteration would reflect the recently changed federal boundaries in Southern Ontario. There would be an increase from 96 to 111 ridings in the South, mainly where there has been significant population growth. In 2004, the federal government reduced the number of ridings in Northern Ontario from 11 to 10.

"It is important that we continue to have effective representation in the Legislature. The large geographic area of ridings in the North is already a challenge for MPPs in comparison to their Southern colleagues," says Mayor of Kapuskasing and President of FONOM. "Any reduction would only create more of a challenge. We are appreciative of the Province for recognizing that by maintaining the current number of ridings in the North," continued Spacek.

Serving the needs of constituents in the North continues to be a challenge as demonstrated by the sheer geographic area that Members of Provincial Parliament (MPPs) are responsible for. To provide perspective, the riding of Timmins-James Bay is approximately 245, 275 square kilometres with approximately 0.33 people per square kilometer. In stark contrast, the riding of Toronto Centre consists of approximately 13 square kilometres with a population density of 9, 769 people residing per square kilometre.

Also included in the legislation are changes to the fixed election date that would see voting take place in the spring rather than the fall to avoid overlap with federal and municipal elections, provisional registration for 16- and 17- year-olds to encourage young people to be part of the voting process, and strengthening rules around third party election advertising.

-30-

For More Information:

Mayor Alan Spacek
President of FONOM
705 335 0001

Christian Provenzano
Mayor



Corporation of the
City of Sault Ste. Marie

June 3rd, 2015

Chief Dean Sayers
Chief Lyle Sayers

RE: Release of Truth and Reconciliation Commission Report

Chiefs,

As you know, on Tuesday June 2nd the Truth and Reconciliation Commission released its report on residential schools and recommendations for moving forward.

There is much to consider in the report but perhaps the most arresting passage is the declaration of the commission that the residential schools policy represented a form of cultural genocide. This assessment will undoubtedly be very difficult for many Canadians to take; however, it is an assessment that I personally agree with. The judgement of the commission is one that I feel we must accept, if we are to have hope of arriving at a true state of reconciliation.

Sault Ste. Marie has its own tangled history with the residential school system. It is a history that we must not forget and also one that we must be willing to confront when necessary. I have no doubt that a long road remains ahead for the survivors of residential schools and the subsequent generations who have been affected to find healing. I do not know what every step along that road will be, but I believe that the first ones must be to acknowledge the inherent wrongness of the residential school system, the harm it caused and the impacts that continue to be felt today.

It is my desire to see the City of Sault Ste. Marie play a role in this process. We are already making efforts to train our municipal employees on cultural competency and in fact my office will be hosting one such session later this month. In the time ahead, we will consider the other recommendations of the report that are targeted at municipal governments to see how we might best satisfy them.

I have long been of the opinion that our local Anishinaabe population—both your communities and the urban Anishinaabe residents of Sault Ste. Marie—are a great asset to this area. Strengthening the relationship between communities and cultural groups will benefit everyone and lead to a more resilient area. It is my sincere hope that we, our respective councils and all local residents will be able to work towards this goal together.

Sincerely,

Christian Provenzano, Mayor

Malcolm White

From: Colin Glassford <director@habitatsault.ca>
Sent: Friday, June 12, 2015 11:06 AM
To: Malcolm White
Cc: Lorri Kennis
Subject: FW: Waiving Building Permit fees for Habitat for Humanity builds

Friday, June 12, 2015

Malcolm I have been directed to you in Habitat's request to have the building fees waived for our projects. We are currently building a semi on Birch Street and will be applying for a building permit in the next few weeks. It is common practice across our great country that local communities waive the building permit costs related to a Habitat for Humanity build. I am requesting that the city of Sault Ste. Marie please acknowledge our contribution to the community and provide us with a building permit for our projects at no cost.

Every dollar we save in building this home moves forward to our next build project. Malcolm thank you for your time and consideration regarding this request as you can see from this e-mail train we do have a strong support network for this request.

Colin Glassford
Executive Director - Habitat For Humanity
32 White Oak Drive East
Sault Ste Marie, ON P6B 4J8
Office: 705.942.7443 ext. 23
www.habitatsault.ca
facebook.com/hfhssma | twitter.com/habitatssm Always Thinking Families First When we change the way we look at things, the things we look at change.

Date: Wednesday June 10th 2015
Sault Ste. Marie City Clerks Office
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6
Phone: 705-759-2500
Fax: 705-759-2310

Attention: City Clerks Office

This is to inform you The Canadian Bushplane Heritage Centre, located at 50 Pim Street, Sault Ste. Marie ON P6A 3G4 will be the venue for an Indoor/Outdoor Wedding Reception. The outdoor portion of the reception will take place in a fenced area on the helipad attached to the bushplane hanger.

Event Date: July 4th 2015

Event Type: Wedding Reception

Event duration 4 pm to 1 AM

Number of guests attending: 180

The S.O.P. has been obtained by (client name): Scott Lauzon

Event will be catered by licensed caterer: Richard Palarchio

The event manager of The Canadian Bushplane Heritage Centre can be contacted at 705-945-6242 ext.202 (Edie Suriano).

I, Scott Lauzon can be contacted at 306-240-0727 for any further questions.

Thank You,



Scott Lauzon

G. Marconi Society
450 Albert Street West
Sault Ste. Marie, ON P6A 1C3
T 705 942-5556 F 705 942-8902
marconi.club@gmail.com
marconicloud.ca

RECEIVED	
CITY CLERK	
JUN 09 2015	
NO.:	52892
DIST:	Agenda

June 8, 2015

Mr Malcolm White
City Clerk
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, ON P6A 2N1

Dear Sir:

The G. Marconi Society is organizing the Annual ITALIAN FESTIVAL, to be held Sunday, July 12, 2015 on the Marconi Club parking lot.

Outdoor activities will commence at 12:00 pm outdoors and will continue indoors until 1:00 am.

We will feature rides, games and entertainment for all ages.
Food and refreshments will be served throughout the day.

We are asking approval from City Council.

We thank you in advance.

Sincerely



Vince Vernelli
President
G. Marconi Society

CC: Algoma Health Unit
Sault Ste Marie Police Department
Sault Ste. Marie Fire Department
City of Sault Ste. Marie Building Department



Great Northern Retirement Home
"Comfortably secure, carefree living"

June 2nd, 2015

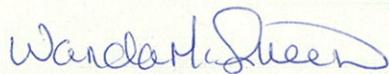
M. White, City Clerk
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

RECEIVED	
CITY CLERK	
JUN 08 2015	
NO.:	52890
DIST:	Agenda

Dear Mr. White,

We are once again, seeking to obtain a Special Occasion Permit for our Family Fun Day. It will be held on Friday August 14th, from 3 p.m. until 7 p.m. It will include a B.B.Q., musical entertainment and a pub.

Thank You



Wanda McQueen
Activity Coordinator

Judy Biocchi

From: Royal Canadian Legion <rclbranch25@shawbiz.ca>
Sent: Wednesday, June 10, 2015 3:27 PM
To: City Clerk
Subject: "No Objection" letter required
Attachments: city clerk letter 2015.doc

Again this year, the Royal Canadian Legion will require a "NO OBJECTION" letter from you for the following two events.

July 4, 2015 between 11 am and 11 pm – a Car Show
And
August 15 between 11 am and 11 pm – the Annual Horseshoe Tournament

Both will be held on the grounds at the Royal Canadian Legion Branch 25.

Please e-mail the letter, I can print it and send it along to the AGCO.

Thank-you

Helen Stewart

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: NEIGHBOURHOOD RESOURCE CENTRE. CST. CARIN ROSSETTO
ADDRESS: 138 GORE ST. TELEPHONE: 705-542-8785
POSTAL CODE: _____

The above person hereby makes application for the closing of

GORE STREET

(Name of street to be closed)

from QUEEN STREET to ALBERT ST.

(reference points - street numbers, cross streets, etc.)

on the 27th day of JUN, 20 15 from 10 am/pm to 3 am/pm

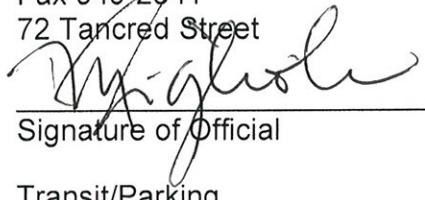
for the purpose of Annual "Flower Bomb" Street Clean-up
FOR NEIGHBOURHOOD.

APPROVALS SECTION:

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


Signature of Official

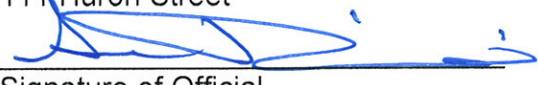
2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street


Signature of Official

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


Signature of Official

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


Signature of Official

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


Signature of Official

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


Signature of Official

CITY CLERK SECTION:

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

TAKING BACK DOWNTOWN PRESENTS:

THE THIRD ANNUAL

FLOWVIE IRIS BOONIB

WHERE: Gore Street

WHEN: Saturday June 27, 2015
11am - 3pm

WHY:

To help clean up the neighbourhood, increase livability and safety, create visual appeal, support local businesses, and foster neighbourhood pride and positive vibes in the area



Contact Jessica Bolduc (bolduc.jessica@gmail.com), Dana Chalifoux (da.chalifoux@gmail.com), or drop into the Neighbourhood Resource Centre for more information



COUNCIL REPORT

June 22, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Tim Gowans, Manager of Purchasing
DEPARTMENT: Finance Department
RE: Tender for Hot and Chilled Water Systems Glycol Replacement Project – Essar Centre (2015CB03T)

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the Hot and Chilled Water Systems Glycol Replacement Project at the Essar Centre as required by the Community Services Department.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held June 11, 2015 with Councillor Frank Fata representing City Council.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with the City's Consultant for the project, EPOH Inc. (Mr. Justin Campbell) and Mr. Nick Apostle, Commissioner of the Community Services Department. Mr. Campbell's report concerning the tenders received is attached for your reference.

IMPACT

The tendered amount is within the approved budget allocation of \$85,000.00 as approved in the 2015 Capital from Current Budget.

STRATEGIC PLAN

The Glycol Replacement Project at the Essar Centre is not listed as an activity in the Corporate Strategic Plan.

Report to Council – Tender for Hot and Chilled Water Systems Glycol Replacement
Project – Essar Centre
2015 06 22
Page 2

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2015 06 22 be received and the recommendation that the tender for the Hot and Chilled Water Systems Glycol Replacement Project at the Essar Centre be awarded to S & T Electrical Contractors Ltd. at their low tendered price, meeting specifications, of \$71,600.00 plus HST, be approved.

Respectfully submitted,



Tim Gowans
Manager of Purchasing

Recommended for approval,



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

TG:nt

12 June 2015

EPOH #1542

The Corporation of the City of Sault Ste. Marie
99 Foster Drive, Civic Centre, Level 2
Sault Ste. Marie, ON P6A 5X6

Attention: Nick Apostle
Commissioner of Community Services

RE: Tender Recommendation for the Hot and Chilled Water Systems – Glycol Replacement at the Essar Centre

Dear Sir:

Tenders for the above-noted project were received at the Clerk's Office of the Sault Ste. Marie Civic Centre on or before 12:00:00 pm June 11th 2015. These submissions were opened in a public meeting at 3:00 pm the same day. Three tenders were received for the project. The original tenders were retained at the city, and a copy was provided for files and detailed review.

S&T Electrical Contractors Limited	\$71,600 plus HST
Superior Industrial Services	\$87,200 plus HST
McLeod Bros Mechanical Inc.	\$80,109 plus HST

As your consultants, we have reviewed the tender submissions and have concluded that the low tender received is complete, without errors and meets the requirements of the tender call. The low bidder has stated that they will be substantially complete seven (7) weeks from Tender Award which is consistent with the requirements in the documents. Their base tender amount is \$71,600.00 plus HST, for a total contract amount of \$80,908.00. We therefore recommend that the contract for the Work be awarded to S&T Electrical Contractors Ltd. of Sault Ste. Marie, Ontario.

Should you have any questions, comments or require any additional information, please do not hesitate to contact the writer.

Yours very truly,
EPOH Inc.



Justin Campbell, P.Eng



COUNCIL REPORT

June 22, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Malcolm White, City Clerk
DEPARTMENT: City Clerk's Department
RE: Algoma Public Health Appointments

PURPOSE

The purpose of this report is to advise Council of the status of City appointees to the Board of Health.

BACKGROUND

As Council is aware the City currently appoints 3 (three) persons to the Board of Health for the District of Algoma Health Unit. With the resignation of Councillor Bruni there are now two vacancies to be filled. The third position is held by Ian Frazier, a citizen who was first appointed to the board in January, 2015.

ANALYSIS

Further to the Assessors Report on Algoma Public Health Unit which was released this week, the Minister of Health has indicated that the Ministry will work with the municipalities in the District of Algoma to assist with an appointments process that results in members being 'appointed (who) have the necessary and appropriate skills to exercise and ensure appropriate governance and accountability.'

Accordingly we will not proceed with filling these vacancies until the new process is defined.

IMPACT

N/A

STRATEGIC PLAN

N/A

RECOMMENDATION

It is therefore recommended that Council take the following action:

Algoma Public Health Appointments

2015 06 22

Page 2.

Resolved that the report of the City Clerk dated 2015 06 22 concerning Algoma Public Health Appointments be accepted and that the City Clerk be authorized to communicate and liaise with the Ministry of Health and district municipalities concerning the appointments process for the Board of Health of the District of Algoma Health Unit.

Respectfully submitted,



Malcolm White
City Clerk



COUNCIL REPORT

June 22, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Peter Niro, Commissioner of Human Resources
DEPARTMENT: Human Resources Department
RE: Memorandum of Settlement – ATU Local 1767, 2015-2019

PURPOSE

The purpose of the report is to recommend the approval of the attached Memorandum of Settlement with Amalgamated Transit Union Local 1767.

BACKGROUND

The City and ATU through the collective bargaining have reached a Memorandum of Settlement which was ratified by the Union on Friday June 12, 2015.

ANALYSIS

The highlights of the settlement are as follows:

- Wage increase of 1.5% effective February 1st 2015 each year for three (3) years and an increase of 1.8% in the fourth (4th) year of the agreement for an average of 1.58% per year.
- Greater flexibility for the use of Temporary Supervisors.
- Clarification and resolution of outstanding OMERS issue with regard to enrolment.

IMPACT

As noted above the impact of this settlement is an average increase in compensation of 1.58% per year of the four (4) year Collective Agreement contract.

STRATEGIC PLAN

This item is not currently linked to an item in the Strategic Plan

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Commissioner of Human Resources dated 2015 06 22 concerning the Transit (ATU Local 1767)Memorandum of Settlement be received and the recommendation that City Council ratify the Memorandum of Settlement be approved

Respectfully submitted,

Recommended for approval

Peter Niro

Commissioner of Human Resources

Supervisor's name

Supervisor's position title
(if applicable)

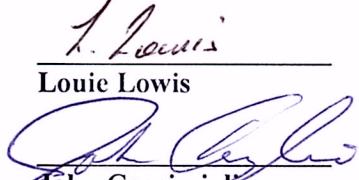
MEMORANDUM OF SETTLEMENT
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
&
AMALGAMATED TRANSIT UNION LOCAL 1767

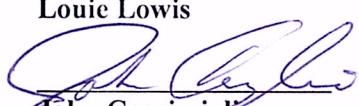
1. The parties herein agree to the terms of the memorandum as constituting full and final settlement of all matters in dispute.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective principals.
3. The parties herein agree that the term of the collective agreement shall be from February 1, 2015 to January 31, 2019.
4. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on January 31, 2015 provided, however, that the following amendments are incorporated in Appendix 1.

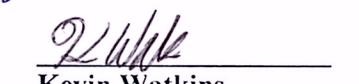
Appendix 2 will include all changes that appear in the Memorandum of Settlement only.

Signed this 8th day of June, 2015.

For the Union

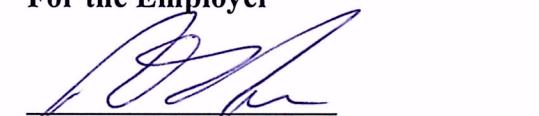


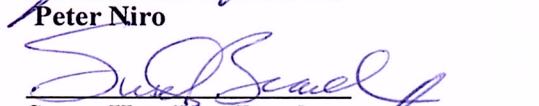
Louie Lowis


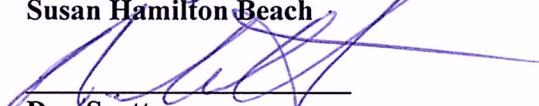
John Coccimiglio


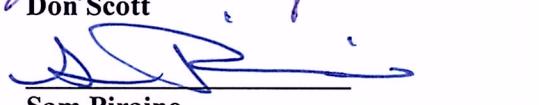
Kevin Watkins

For the Employer



Peter Niro


Susan Hamilton Beach


Don Scott


Sam Piraino


Ida Bruno

Appendix 1

COLLECTIVE BARGAINING
CITY OF SAULT STE MARIE
&
ATU LOCAL 1767
TRANSIT OPERATORS

2015

CITY RESPONSE TO UNION PROPOSALS AND CITY POSITION

WITHOUT PREJUDICE

DATE: June 8th, 2015

Time: 2:30 PM – Last Offer

The City reserves the right to change, add to or delete from its proposals throughout the course of negotiations.

Article 10:03 – Seniority – Amend first paragraph as follows:

City willing to include as pre-amble to this clause the following (Article 10 pre-amble):
“Seniority is an exclusive right and under the jurisdiction of Local 1767 of the ATU.
All employees shall hold their seniority in accordance with their continuous employment
with the Corporation of the City of Sault Ste. Marie Transit Services”. **Agreed**

Article 13:01 – Wages

Consistent CUPE (re – benefit concessions).

Year one - 1.5%

Year two - 1.5%

Year three - 1.5%

Year four - 1.8%

Article 20:00 Duration

4 year term – Effective February 1, 2015 to January 31, 2019

Article 16:00 – Welfare

City is prepared to increase Vision Care (\$350) and Orthodontic coverage (from \$1500 to \$2000) effective first of the month following ratification.

City is prepared in a 4 year deal to increase the above to \$400 (Vision) and \$2500 (Orthodontic) respectively in the last year of the agreement February 1 (2018)

Amount of vision care can be used for Eye Vision Lasik Surgery instead of glasses or contact lenses.

Article 16:10 – Hours Required for Operator I Benefit Coverage

Amend existing language to read 3750 hours instead of 4160 - **Agreed**

Article 17:00 Pensions

The City is prepared to add to existing language (17:01) the following:

Employees may become eligible for OMERS enrolment based on the following conditions provided they do not contravene the OMERS Regulations:

1. An employee shall be enrolled at "Other Than Continuous Full Time" if they work 700 hours in each of two (2) consecutive years in the third year commencing employment.
2. Upon picking a regular posted assignment ("Picked Run") as per Article 10:01 (a) such employee shall be enrolled in OMERS as Continuous Full Time. Upon completion of the posted assignment if the operator returns to Spareboard such employee will remain enrolled as Other Than Continuous FullTime.
3. Upon working the hours identified in Article 16:10 (a) an Operator I shall be enrolled in OMERS as Continuous Full Time.

Sale of Services

In the event the Corporation sells, merges, leases or transfers its' business, the person to whom the business has been sold, merged with, leased to or transferred to shall become the successor employer as deemed by the laws of Ontario or any statute , legislation, or any other applicable regulation. Further, the employees of Transit Services (Operators) shall continue to enjoy their full seniority in this new arrangement.

Negotiation Committee:

Replace Article 5:05 with the following:

"The Union Negotiating Committee shall be made up of three (3) members of ATU Local 1767 and an International Representative.

The Corporation shall pay the ATU members (our employees) their shift value for any day during which Contract Negotiation meetings take place with the Transit Negotiating Committee. Preparation time of the Union Negotiating Committee is not paid.

The Union Negotiating Committee must inform their Supervisor which days of their regular shift schedule shall be affected, no later than the Friday prior to the week in which negotiations occur.

No overtime premium can be created for a member of the Union Negotiating Committee by working a regularly scheduled shift in a pay week in which negotiations occur.

NEW

LETTER OF UNDERSTANDING

**BETWEEN
AMALGAMATED TRANSIT UNION LOCAL 1767
AND
THE CITY OF SAULT STE. MARIE**

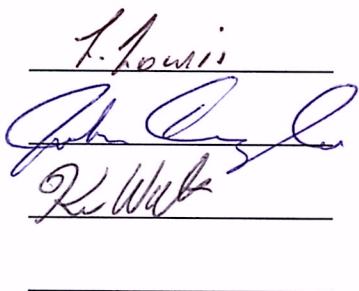
Use of Vacation Floater Days

It is agreed and understood that Operators with Floating Vacation Days remaining to be booked after the regular booking period referred to in Article 15, may use such days the following year, to cover days where an Operator is ill provided the following:

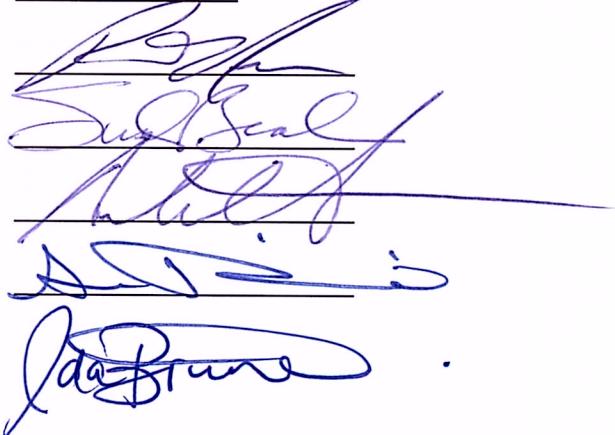
1. Calling in provision of the Operator's Manual section "Failure to Report for Duty-Call in Sick" will be used,
2. The City reserves the right to ask for a medical note verifying the reason for absence (illness) in accordance with Article 16:04.
3. The employee/operator must declare that the floating vacation day is being requested for illness absence within 24 hours of the call in.
4. This letter will be in effect for a trial period of two (2) years beginning January 1, 2016.
5. This letter is subject to renewal by mutual agreement of the parties.

Agreed to this 8th day of June, 2015.

FOR THE UNION


John O'Leary
K. Webb

FOR THE CITY


Doug Brune

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

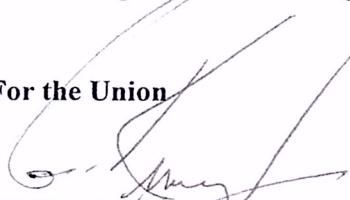
&

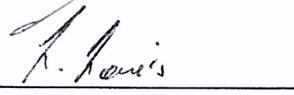
AMALGAMATED TRANSIT UNION (LOCAL 1767)

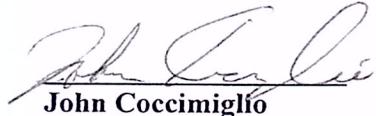
Whereby both parties have agreed to the following articles which are attached. These agreed to articles will appear in the Collective Agreement.

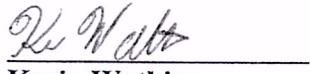
Signed this 15th day of May, 2015.

For the Union

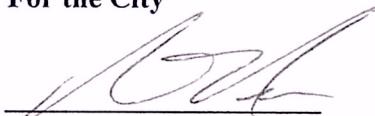

Larry Kinear

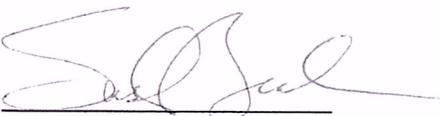

Louie Lowis

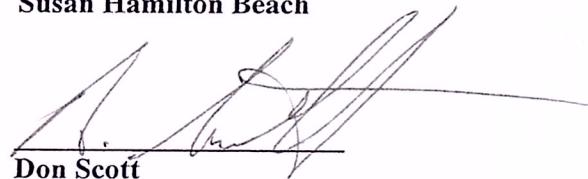

John Coccimiglio


Kevin Watkins

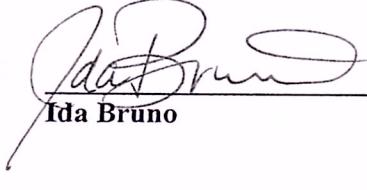
For the City


Peter Niro


Susan Hamilton Beach


Don Scott


Sam Piraino


Ida Bruno

Articles Agreed To – May 15, 2015

1. Housekeeping – Change title on cover of collective agreement wherever else it may appear from “Transportation Union” to “Transit Union”
2. Article 5:08 – Contracting Out - Replace existing clause with the following:

The parties hereby agree that there shall be no restriction on contracting out by the City of their work or similar work and to the degree now performed by employees represented herein. Provided however, that no permanent employee who has completed 4 (four) years of service will be laid off due to contracting out.

3. Article 10:03 – Seniority –

“Top 3 Spareboard Operators (not on Sick Leave or WSIB) may choose to start their work week on Monday. Their choice will be in effect for the duration of the pick. If a Relief Inspector occupies one of these positions, it will be passed down to the next senior Spareboard Operator. Relief Inspector's days off will be assigned at the discretion of the Scheduler.

When Spareboard Operators are required, the senior operator in point of service will be called for duty, and will be paid a minimum of two (2) hours. The employee will be paid for all time worked, computed on the closest 5 minute basis. Where practical, and where no added costs to the Employer are incurred, rest days will be assigned in consecutive pairs.

An Inspector will be allowed to cover emergency work until an Operator reports for duty.

When an Operator who is on a regular picked run is called out from home to report for work within the hour, the employee will be paid a 4 hour minimum call out. Such call out hours will not be used in the calculation of overtime under Article 11:00.

4. Article 10:07

Replace with the following:

An operator appointed to a position not governed by this Agreement provided the appointment is less than six (6) consecutive months, shall have the right to return to their position as Operator without loss of seniority.

5. Article 11:06

When death occurs to a member of an employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay up to a maximum of four (4) working days for any days which are normally straight time working days and fall within the period from the day of the death up to and including the day of the funeral. If the funeral is more than two hundred kilometers (200 km) from Sault Ste. Marie, the four (4) working days shall be any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral.

Immediate family means: mother, father, sister, brother, spouse, common-law spouse, son, daughter, grandchildren, grandparents, mother-in-law, father-in-law. Leave of absence without loss of pay for four working days shall be granted to an employee to attend the funeral of a child of a spouse as defined under part (b) sections (i) and (iii) below.

Leave of absence without loss of pay for one (1) day shall be granted to an employee to attend the funeral of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt and uncle. Non attendance at the funeral regardless of distance disqualifies the employee from funeral leave.

"Spouse" means a person

- (a) to whom a person is married, or
- (b) with whom the person is living outside marriage in a conjugal relationship, if the two persons,
 - (i) have cohabited for at least one year
 - (ii) are together the parents of a child, or
 - (iii) have together entered into a cohabitation agreement under section 53 of the *Family Law Act*: ("conjoint")

6. Article 14:04 – Specified Paid Holidays

On a specified paid holiday an Operator holding a steady run which is working on that day will be required to work, except to the extent that the employee is able to arrange relief. See letter number ten (#10) for Holidays with reduced Service .

7. Article 15:06 – Vacations

15:01 When an Operator has completed one calendar year service with the City, the employee will be entitled to two (2) weeks vacation with pay at 4% of their total wages paid to the employee the previous year.

15:02 After five (5) years of continuous service the employee will be entitled to three (3) weeks vacation with pay at 6% of their total wages paid to the employee the previous year.

15:03 After ten (10) years continuous service the employee will be entitled to four (4) weeks vacation with pay at 8% of their total wages paid to the employee the previous year.

15:04 After fifteen (15) years continuous service the employee will be entitled to five (5) weeks vacation with pay at 10% of their total wages paid to the employee the previous year.

15:05 After twenty (20) years continuous service the employee will be entitled to six (6) weeks vacation with pay at 12% of their total wages paid to the employee the previous year.

15:06 - Based on 12% of previous years pay...

All employees who have completed 25 continuous years of service and are in their 26th year shall be allowed six (6) weeks plus one (1) day

All employees who have completed 26 continuous years of service and are in their 27th year shall be allowed six (6) weeks plus two (2) days

All employees who have completed 27 continuous years of service and are in their 28th year shall be allowed six (6) weeks plus three (3) days

All employees who have completed 28 continuous years of service and are in their 29th year shall be allowed six (6) weeks plus four (four) (4) days

15:07 After thirty (30) years continuous service the employee will be entitled to seven (7) weeks vacation with pay at 14% of their total wages paid to the employee the previous year.

Re-number balance of Article accordingly.

8. Article 16:01 Welfare

Weekly Accident and Sickness Benefit –Effective January 1, 2016

The amount of the Weekly Accident and Sickness Benefit shall be sixty percent (60%) of basic weekly earnings. It is understood and agreed by the parties that in return for this benefit the full U.I.C. rebate on premiums shall be retained by the City.

9. Article 17:02

The City agrees to pay the premium for the Green Shield Extended Health Care Plan inclusive of the Card System Drug Plan from retirement to age 65 or until assistance is available from another source if it is before age 65, whichever occurs first. It is understood that any improvements or any other revisions agreed to by the parties to the Green Shield Extended Health Care Plan will be applicable to the Green Shield Extended Health Care Plan for retirees under this clause. It shall also exclude payment to any retired employee engaged in full time employment. Retirement is defined as the leaving of employment and receiving an unreduced early retirement pension from O.M.E.R.S.

(Note: Employees, who are subject to the 90% / 10% co-insurance under the Prescription Drug Plan and retire, shall only be eligible for 90% / 10% co-insurance for the Prescription Drug Plan under this clause.)

All employees upon retirement may revert to \$10,000 Group Life Insurance up to age 65, 100% of the cost to be paid by the employee.

The intent of this clause as it pertains to benefit entitlement is understood not to include an "OMERS Disability Pension" as defined in the OMERS Regulations.

10. Article 19:00 – Sick Note Reimbursement- New 16:04

An employee absent on sick leave must furnish a medical certificate stating the nature of their illness if requested by Management.

An employee on sick leave for 30 days or more must furnish a certificate of physical fitness to return to duty.

The City will reimburse the employee up to \$50 for medical information requested by the Employer (The City). This does not include Great West Life forms.

11. Letter Number 10 – New

MEMORANDUM OF AGREEMENT

BETWEEN

AMALGAMATED TRANSIT UNION LOCAL 1767

AND

THE CITY OF SAULT STE. MARIE

ARTICLE 14: SPECIFIED PAID HOLIDAYS

14:04 Selection of Employees to Work on Specified Paid Holidays

This procedure shall be effective for the term of this collective agreement only and shall be subject to renewal only by mutual agreement.

1. On the following reduced service holidays and any future reduced service holiday(s) :
 - Family Day
 - Civic Holiday

The following procedures shall apply:

- A) The City shall determine the number of employees required to work on a paid holiday to meet the service levels that the City determines
- B) At the time of pick selection employees who wish to work a specified paid holiday must select the corresponding box on the sign-up sheet.
- C) The work on the specified paid holidays shall be offered in the following sequence to:
 1. Employees whose work assignments have such specified paid holiday as an ordinary working day. Such employees may request to work or not work on such specified paid holiday.
 2. Employees by seniority from most senior to most junior from the sign-up list.
 3. The employee with the work assignment under item (1) if there is any unfiled work remaining per item (2)
- D) Once a selection has been finalized and an employee has made a selection to work on a specified paid holiday she/he cannot decide not to work at a later date, cannot be bumped off the selection and cannot change the shift originally signed and selected.

12. Letter Number 11- P.A.U.L.

LETTER OF UNDERSTANDING

BETWEEN

AMALGAMATED TRANSPORTATION UNION LOCAL 1767

AND

THE CITY OF SAULT STE. MARIE

PAID APPROVED UNION LEAVES (P.A.U.L.)

The City agrees to maintain the wages of an employee on Paid Approved Union Leave subject to the following conditions:

The Union shall provide WSIB coverage for members on Leave for Union Business.

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

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

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

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

For approved leaves of twenty (20) working days or more, the Union shall also reimburse the City the monthly benefit premiums for Extended Health Care, Dental Plan, Life & ADD, W.I. and LTD. Also, the City will invoice for the applicable vacation entitlement percentage (2% per week of vacation entitlement) for the period of absence.

In addition to the previously noted amounts, the City shall bill the Union on each invoice the amount of one and one half (1.5) hours at the CUPE 67 Civic JC 10 Level 4 rate for the preparation of such invoice.

The City shall send the invoice for such reimbursement to the address designated by the Union. Requests for Leave for Union Business shall be on a form provided by the City for approval by the respective Department Head and distributed to Accounting Division with a copy to the Human Resources Department.

LETTER #10
LETTER OF UNDERSTANDING

between

AMALGAMATED TRANSIT UNION LOCAL 1767

AND

THE CITY OF SAULT STE. MARIE

ARTICLE 14: SPECIFIED PAID HOLIDAYS

14:04 Selection of Employees to Work on Specified Paid Holidays

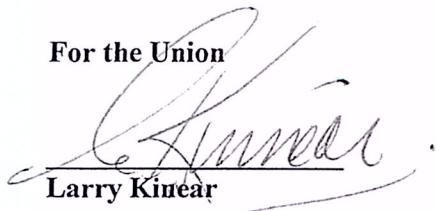
This procedure shall be effective for the term of this collective agreement only and shall be subject to renewal only by mutual agreement.

1. On the following reduced service holidays and any future reduced service holiday(s) :
 - Family Day
 - Civic Holiday

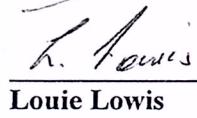
The following procedures shall apply:

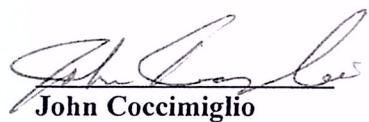
- A) The City shall determine the number of employees required to work on a paid holiday to meet the service levels that the City determines
- B) At the time of pick selection employees who wish to work a specified paid holiday must select the corresponding box on the sign-up sheet.
- C) The work on the specified paid holidays shall be offered in the following sequence to:
 1. Employees whose work assignments have such specified paid holiday as an ordinary working day. Such employees may request to work or not work on such specified paid holiday.
 2. Employees by seniority from most senior to most junior from the sign-up list.
 3. The employee with the work assignment under item (1) if there is any unfiled work remaining per item (2)
- D) Once a selection has been finalized and an employee has made a selection to work on a specified paid holiday she/he cannot decide not to work at a later date, cannot be bumped off the selection and cannot change the shift originally signed and selected

For the Union



Larry Kinear

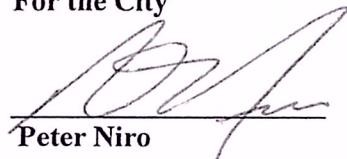

Louie Lowis



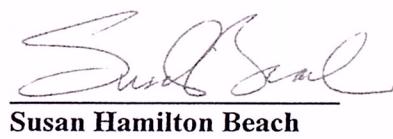
John Coccimiglio


Kevin Watkins

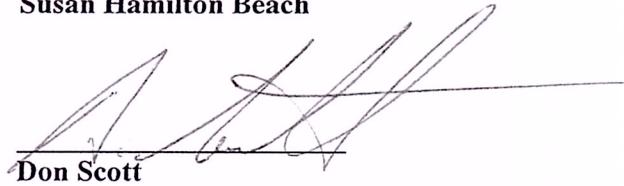
For the City



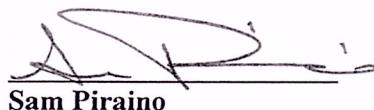
Peter Niro



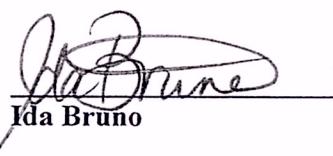
Susan Hamilton Beach



Don Scott



Sam Piraino



Ida Bruno

Appendix 2

The parties hereby agree to meet through joint consultation by December 31, 2015 to discuss options regarding “The Vacation Swing-board Concepts”.



COUNCIL REPORT

June 22, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Nicholas J. Apostle, Commissioner of Community Services
DEPARTMENT: Community Services Department
RE: John Rhodes Community Centre – Restaurant – Renovation Costs

PURPOSE

The purpose of this report is to request reserve funds for the City's share of renovation costs at the John Rhodes Community Centre restaurant.

BACKGROUND

At the April 13, 2015 Council meeting staff reported on a Request for Proposal (RFP) process for a new operator for the John Rhodes Community Centre restaurant. Council subsequently authorized staff, by way of resolution, to enter into an agreement with the recommended proponent. The proponent has recently advised us that the name of the restaurant will be Centro Sports Bar & Restaurant.

It was identified in the RFP that renovations, estimated to be \$100,000, need to be carried out. The proponent has noted they are willing to cost share (50/50) in the renovations with their portion being as high as \$100,000.

The draft agreement is in the process of being finalized for Council's approval.

ANALYSIS

The proponent, along with staff, met to determine the items to be included in the renovation project as well as the best way to approach sharing the renovation work and costs. The attached spreadsheet details the renovation items and associated costs which are estimated to be \$200,000. The renovations include: new kitchen equipment, painting, televisions, flooring in some areas, tables and chairs, booths, as well as other features.

JRCC Restaurant Renovation Costs

2015 06 22

Page 2.

The recommended procedure for reimbursing the proponent for their share of the costs is:

- For each identified item the proponent will submit detailed invoices for the costs.
- Each invoice will be reviewed by the Community Services Department and the Finance Department for accuracy and validity.
- Payment will be issued upon recommendation from the Finance Department.

The list of renovation items would be implemented on a priority basis and tracked so as to ensure the costs do not exceed the allotted funds. Any expenses in excess of the City's share will be the responsibility of the proponent.

IMPACT

Staff from the Community Services and Finance Departments (including the Purchasing Division) have reviewed the allocation of costs for the renovations and recommend they be funded.

In a previous report to Council it was identified that the proponent would share (50/50) in the renovations costs. The proponent estimated the costs to be in the range of \$200,000. The City's portion could be allocated from the Parks and Recreation Reserve Account, which includes money received from the Pepsi contract. Presently there is about \$100,000 in this reserve.

STRATEGIC PLAN

This matter is not specifically referred to in the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Commissioner of Community Services dated June 22, 2015 concerning the JRCC Restaurant Renovation Costs be received and that Council authorize up to \$100,000 from the Parks Reserve Fund for the City's share of the renovation costs, be approved.

Respectfully submitted,



Nicholas J. Apostle
Commissioner Community Services

cc: S. Schell, Commissioner of Finance
attachment

ITEM	PROJECT COST	City Funded and purchased	CENTRO COST
CEILING TILES INSTALLATION	\$ 1,850.00		\$ 1,850.00
BAR SEPARATION WALLS	\$ 7,500.00		\$ 7,500.00
PARTY ROOM - TABLES -AND CHAIRS	\$ 6,500.00	\$ 6,500.00	
BATHROOM HARDWARE HAND DRYERINSTALLATION OTHERS HARDWARE	\$ 6,500.00	\$ 6,500.00	\$ -
			\$ -
ELECTRICAL AND LIGHT FIXTURES	\$ 6,500.00	\$ 6,500.00	\$ -
FRONT COUNTER REFACE	\$ 2,500.00		\$ 2,500.00
BAR RAILING (KEEP THE EXISTING RAILING)	\$ -		\$ -
2 BATHROOMS NEW T1LES,INSTALLAT1ON DIVIDERS,SINK AND COUNTERTOPS	\$ 18,000.00		\$ 18,000.00
KITCHEN TILES,CEILING TILES,DOOR REPLACE	\$ 3,800.00		\$ 3,800.00
BAR AREA SMALL COUNTERTOP,BAR FLOOR TILES AND CARPET, HALLWAY,REPLACE	\$ 6,500.00		\$ 6,500.00
			\$ -
PARTY ROOM - CEILING TILES AND GLASS DOOR INSTALL	\$ 8,500.00		\$ 8,500.00
REFINISH MAIN FLOOR BRING BACK TO LIFE	\$ 6,250.00	\$ 6,250.00	\$ -
			\$ -
REPAIR,PRIME,PAINT ALL WALLS TOTAL OF 6000 SQ.	\$ 13,000.00		\$ 13,000.00
PIZZA OVEN,GRILL,FRIES WARMER,GLASS CHILLER	\$ 28,000.00	\$ 9,500.00	\$ 18,500.00
CHAIR TABLE 100 UNIT	\$ 4,500.00	\$ 4,500.00	\$ -
GLASSWARE,PLATES,CUTLER DISHES (NOT IN PROJECT)			\$ -
CUSTOM NEW BOOTHS FOR DINING AREA	\$ 26,800.00		\$ 26,800.00
			\$ -
POS SYSTEM	\$ 12,000.00	\$ 12,000.00	\$ -
PROJECTION TV	\$ 3,700.00	\$ 3,700.00	\$ -
REPAIR AND SERVICE ON ALL EQUIPMENT IF NEED INCLUDE KITCHEN AND BAR	\$ 4,500.00	\$ 4,500.00	\$ -
SIGNS BILLBOARD AND RESTAURANT ENTRANCE	\$ 8,000.00	\$ 8,000.00	\$ -
MATERIALS REMOVAL AND RECYCLE	\$ 1,800.00	\$ -	\$ 1,800.00
OTHER KITCHEN EQUIPMENT TO SUIT MENU NEW TABLES/CHAIRS/PARTY ROOM FLOOR	\$ 15,000.00	\$ 15,000.00	\$ -
TOTAL	\$ 191,700.00	\$ 82,950.00	\$ 108,750.00
HST(ON) on sales	\$ 24,921.00	\$ 10,783.50	\$ 14,137.50
TOTAL PROJECT	\$ 216,621.00	\$ 93,733.50	\$ 122,887.50



COUNCIL REPORT

June 22, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Joseph Cain, Manager Recreation and Culture
DEPARTMENT: Community Services Department
RE: Heritage Property Tax Rebate Program

PURPOSE

The purpose of this report is to seek Council's approval to register two (2) owners of designated properties into the City's Heritage Property Tax Rebate program.

BACKGROUND

Two (2) owners of designated heritage properties in Sault Ste. Marie have filed applications to enroll in the City's Heritage Property Tax Rebate program.

The properties are located at 1164 Queen Street East and 36 Herrick Street.

The Ontario Government under Section 365.2 of the Municipal Act, 2001 allows municipalities to grant tax rebates of 10% to 40% on the value of an "eligible" heritage property in order to stimulate the restoration and preservation of Ontario's unique heritage assets.

In 2005, City Council passed a resolution accepting the implementation of a 40% Tax Rebate Program in our community to support owners of Designated Heritage Properties. Bylaw 2005-186 outlines the criteria for the Heritage Property Tax Rebate Program (attached).

ANALYSIS

Heritage properties are an important community resource; however, increased costs are often associated with their restoration and maintenance. Programs such as the Heritage Property Tax Rebate Program recognize these costs and are seen as an investment in the community by preserving our City's unique cultural heritage, and supporting owners of heritage properties. Currently there are 13 owners of designated heritage properties enrolled in the tax rebate program. There are a total of 37 heritage sites in the City of Sault Ste. Marie designated under Part IV of the Ontario Heritage Act.

Enrolment into the program requires the completion of an application and once approved by Council a Heritage Property Agreement between the City and the property owner is completed which is then registered on the property title. This allows the City access to the property for inspection purposes to ensure that the owner is fulfilling the terms of the agreement. The Sault Ste. Marie Municipal Heritage Committee in conjunction with City Building Inspection services conducts an annual inspection of all heritage properties enrolled in the program. Owners are provided with a report of the findings and advised of maintenance items which need to be addressed. Owners who fail to maintain their heritage properties to an acceptable standard risk losing the annual tax rebate.

At their March 4, 2015 meeting the Sault Ste. Marie Municipal Heritage Committee reviewed two (2) new applications for the Heritage Property Tax Rebate Program and passed the following resolution:

Moved by: J. Young

Seconded by: L. Beilhartz

"Resolved that the Sault Ste. Marie Municipal Heritage Committee approve 1164 Queen Street and 36 Herrick Street to be enrolled in the Heritage Property Tax Rebate Program and that a report be prepared for the approval of City Council."

CARRIED

IMPACT

The amount of the combined rebate varies annually depending on the number of applicants. The rebates for the 2013 tax year totaled \$70,333.13 of which the municipal portion was \$52,755.20 and the education portion \$17,577.93. It is expected that the rebates for the 2014 tax year will be slightly higher as a result of the addition of the new properties to the program.

STRATEGIC PLAN

This item does not relate to the Corporate Strategic Plan.

Heritage Property Tax Rebate Program

2015 06 22

Page 3.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Manager of Recreation and Culture concerning the Heritage Property Tax Rebate Program be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee that the following two (2) properties be enrolled in the Heritage Property Tax Rebate Program, be approved:

- 36 Herrick Street owned by Jared MacKinnon and Marisha Caswell
- 1164 Queen Street East owned by Cindy Parniak

By-law 2015-121 (36 Herrick Street) and 2015-122 (1164 Queen Street East) appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,



Joseph J. Cain
Manager Recreation and Culture

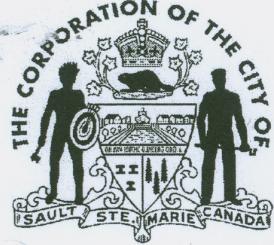
Recommended for approval



Nicholas J. Apostle
Commissioner Community Services

cc: N. Kenny – Acting C.A.O.
M. Borowicz-Sibenik, Assistant City Solicitor
S. Schell – Commissioner of Finance and Treasurer
F. Pozzebon – Chief Building Official
P. Liepa – City Tax Collector

attachment



CITY COUNCIL RESOLUTION

Date: November 14, 2005

Agenda Item

MOVED BY
SECONDED BY

Councillor
Councillor

D. Amaro

J. Curran T. Sheehan

RESOLVED THAT BY-LAW 2005-186 being a by-law to provide for tax refunds in respect to eligible heritage property be read THREE times and PASSED in open Council this 14th day of November, 2005.

CARRIED
 REFERRED

DEFEATED
 OFFICIALLY READ NOT DEALT WITH

AMENDED

DEFERRED

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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

2005-186

TAX: (T.1.2.) being a by-law to provide for tax refunds in respect of eligible heritage property

WHEREAS the Council of the Corporation of the City of Sault Ste. Marie is empowered by section 365.2 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, to pass a by-law establishing a program to provide heritage tax refunds in respect of eligible heritage properties;

NOW THEREFORE the Council of The Corporation of The City of Sault Ste. Marie enacts as follows:

1. In this By-law:

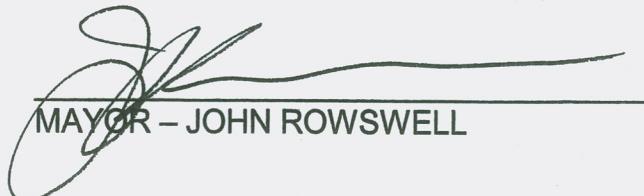
- (a) "built heritage resource" means a building or structure or location of historic or architectural value that reveals some of the broad architectural, cultural, social, political, economic or military patterns of our local history or that has some association with specific events or people that have shaped the details of that history.
- (b) "City" means The Corporation of the City of Sault Ste. Marie
- (c) "Council" means the Council of The Corporation of the City of Sault Ste. Marie
- (d) "eligible heritage property" means a property or portion of a property,
 - i) that is located in the City of Sault Ste. Marie;
 - ii) that is designated under Part IV of the Ontario Heritage Act or is part of a heritage conservation district under Part V of the Ontario Heritage Act; and
 - iii) that is subject to either an easement agreement with the City under section 37 of the Ontario Heritage Act, an easement agreement with the Ontario Heritage Foundation under section 22 of the Ontario Heritage Act, or an agreement with the City respecting the preservation and maintenance of a built heritage resource on the property.
- (e) "heritage tax refund" means an amount of tax that may be refunded in respect of an eligible heritage property. The amount of a heritage tax refund, unless otherwise specified, shall be 40% of the taxes for municipal and school purposes levied on the eligible heritage property.
- (f) "municipal" means the City of Sault Ste. Marie.
- (g) "owner(s)" includes a corporation and partnership and the heirs, executors, administrators and other legal representatives of a person to whom the context can apply according to law;
- (h) "person(s)" includes a corporation and partnership and the heirs, executors, administrators and other legal representatives of a person to whom the context can apply according to law;

2. The heritage tax refund program set out in this by-law is subject at all times to the availability of funding for the heritage tax refund program. This by-law does not require the City or Council to provide funding for this program and the heritage tax refund contemplated by this by-law may be eliminated by Council through repeal of the by-law at any time with no notice whatsoever to affected persons.

3. This heritage tax refund program is subject to any regulations that the Minister of Finance may make governing by-laws on tax refunds and reductions for heritage properties.
4. Subject to the conditions set out in this by-law, one heritage tax refund may be paid annually for each eligible heritage property in the property tax class of residential/farm as defined by the Assessment Act, R.S.O. 1990, c. A.31 and Ontario Regulation 282/98 thereunder, as amended.
5. If multiple easement and/or preservation and maintenance agreements are registered on one parcel of land, multiple refunds will not be provided in respect of the same heritage features.
6. The portion of a property's total assessment that is attributable to the building or structure or portion of the building or structure or location that is eligible heritage property and the land used in connection with it may be determined by the Municipal Assessment Corporation at the request of the City.
7.
 - (1) The owner of an eligible heritage property must make application on the prescribed form during the month of February in the year following the year for which the owner is seeking to obtain the heritage tax refund. Applications not received during the month of February, whether earlier or later, will not be considered.
 - (2) Where funding is insufficient to give a full heritage tax refund to each otherwise eligible applicant, the applications received will be pro rated. No priority will be given to applicants who have previously obtained a heritage tax refund.
 - (3) Subject to Sections 2 and 9 of this by-law, an application for a heritage tax refund if approved, is valid for three years. If an application for a three year heritage tax refund is not approved nothing prevents the owner from applying again in the subsequent year for a heritage tax refund.
 - (4) Upon application, the owner must consent to the City conducting periodic inspections to ensure that the relevant easement agreement or maintenance and preservation agreement is being complied with.
 - (5) No heritage tax refund will be given under this by-law where the City determines that the relevant easement agreement or maintenance and preservation agreement is not complied with to the satisfaction of the City.
8.
 - (1) Heritage tax refunds shall be calculated using the assessed value of the property for tax purposes.
 - (2) If the assessment of a property for a year changes as a result of proceedings under the Assessment Act, the heritage tax refund shall be redetermined using the new assessment and the tax roll for the year shall be amended to reflect the determination.
9.
 - (1) If the owner of an eligible heritage property demolishes the eligible heritage property or breaches the terms of the relevant easement or preservation and maintenance agreement, the City may, in addition to any other remedy, require the owner to repay part or all of any heritage tax refund(s) provided to the owner for one or more years under this by-law.
 - (2) The City may require the owner to pay interest on the amount of any repayment required under this section, at a rate not exceeding the lowest prime rate reported to the Bank of Canada by any of the banks listed in Schedule I of the Bank Act (Canada), calculated from the date or dates the heritage tax refund(s) were provided.

- (3) Any amount repaid under this section will be shared by the City and school boards that share in the revenue from taxes on the property, in the same proportion that they shared in the cost of the heritage tax refund(s) on the property.
10. (1) If tax arrears are attributable to a property, a heritage tax rebate may be given in lieu of the heritage tax refund or in lieu of a portion of the heritage tax refund set out in this by-law. Such rebate will be subject to the same terms as a heritage tax refund.
- (2) If tax arrears are attributable to a property, any refund or rebate granted under this by-law will first be applied against the outstanding tax liability in respect of the property.
11. The City Clerk is hereby directed to give notice of this by-law to the Minister of Finance within 30 days of the date it is passed.
12. This by-law takes effect on the date of its final passing.

Read THREE times and PASSED in Open Council this 14th day of November, 2005



MAYOR – JOHN ROWSWELL



CITY CLERK – DONNA P. IRVING



COUNCIL REPORT

June 22, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Joseph J. Cain, Manager Recreation and Culture
DEPARTMENT: Community Services Department
RE: Designated Heritage Property Grant 1164 Queen Street East

PURPOSE

The purpose of this report is to provide City Council with the Sault Ste. Marie Municipal Heritage Committee's recommendation on a Designated Heritage Property Grant application.

BACKGROUND

The Sault Ste. Marie Municipal Heritage Committee (SSMMHC) received a Designated Heritage Property Grant application (attached) from the owner of 1164 Queen Street East to assist with the replacement of fifteen (15) wood windows. This stately home, designated under Part IV of the Ontario Heritage Act in 2012, is one of two prairie-style homes in the City.

The Sault Ste. Marie Municipal Heritage Committee is a committee of City Council committed to the identification and preservation of buildings, structures and lands that are of cultural and/or historical value or interest, and to initiate and promote a conservation ethic and a climate of responsible stewardship of the community's cultural heritage assets.

The Designated Property Grant Program, administered by the Sault Ste. Marie Municipal Heritage Committee was established to assist owners of properties designated under Part IV of the Ontario Heritage Act. Owners of designated heritage properties within the City of Sault Ste. Marie are eligible to receive grants toward the conservation and restoration of their heritage properties.

Through the Designated Property Grant Program, owners may make application to receive one grant per calendar year for work proposed to be done on the heritage features of their designated heritage property or on specific structures which ensures the ongoing integrity of their heritage property. The grants do not exceed 67% of the approved project cost and are generally limited to a maximum

Designated Heritage Property Grant 1164 Queen Street East

2015 06 22

Page 2.

of \$3,000 for a single applicant however exceptions have been made depending on the cost.

ANALYSIS

This prominent 1 ½ storey home is located on the corner of Queen and Riverview Streets and is accentuated by the stately gardens that adorn the south and east landscapes of the home. It was built in 1916 for grocer Wm. H. Ewing. The exterior is of prairie-style stucco design with Tudor elements upstairs, and remains in its original condition. The interior is little changed with original woodwork and heritage features throughout. One of the key features that embody the heritage value of this building is that the windows are of wood with storm covers throughout. No one knows when the windows were last replaced but they are in various stages of deterioration. Wherever possible, the Sault Ste. Marie Municipal Heritage Committee considers replacing wood windows with wood in an effort to maintain the heritage character of designated buildings in the City. The cost is more expensive than vinyl clad replacements, but the quality of a wood window with the modern thermal double pain glass provides a far more thermally superior and long lasting product. This home has 48 windows, so the owner will be upgrading the windows in stages over a number of years. The owner has decided to replace 15 of the most deteriorated windows for this project.

The owner received two quotes (attached) to replace 15 windows with primed wood frame and sashes. The lowest price was \$23,400 including taxes. An additional cost (unknown) will be incurred to paint the exterior and interior of each window to match the existing colour.

The application was reviewed at the June 3, 2015 meeting of the SSMMHC. It was agreed that the application meets all the grant criteria. In consideration that there has only been one other application approved for the spring grant submissions, and that the cost of this project is significant, the SSMMHC felt that the application was worthy of an exception to the general maximum per project.

The following resolution was passed:

Moved by: C. Tossell

Seconded by: H. Robbins

“Resolved that the Sault Ste. Marie Municipal Heritage Committee recommend a designated heritage property grant of \$6000 to Cindy Parniak owner of 1164 Queen Street East, for the replacement of fifteen (15) wood windows as presented in her application dated June 2, 2015 with a replacement cost of \$23,400 plus the additional cost of painting; and further that final payment be based upon the submission of paid contractor’s invoices and upon final approval of the work by the SSMMHC; and further that the funds come from the

Designated Heritage Property Grant 1164 Queen Street East

2015 06 22

Page 3.

Designated Heritage Property Grant budget; and further that a report be sent to City Council for their approval."

IMPACT

The 2015 budget for designated heritage property grants is \$12,000. To date \$5,000 has been committed to one other project.

STRATEGIC PLAN

This item is not related to the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Manager of Recreation and Culture be received concerning a Designated Property Grant application from Cindy Parniak, owner of 1164 Queen Street East and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee that a grant of \$6,000 be provided toward the replacement cost of fifteen (15) windows as outlined in the application; and further that payment be rendered upon submission of the paid contractor's invoices and upon final approval of the project by the Sault Ste. Marie Municipal Heritage Committee; and further that the funds come from the Designated Heritage Property Grant budget, be approved.

Respectfully submitted,



Joseph J. Cain
Manager Recreation & Culture

Recommended for approval,



Nicholas J. Apostle
Commissioner Community Services

attachment



Sault Ste. Marie Municipal Heritage Committee

APPLICATION FOR A DESIGNATED PROPERTY GRANT

To be completed by the applicant and returned to the Sault Ste. Marie Municipal Heritage Committee, c/o the Manager Recreation & Culture.

Note: In order to be eligible for this grant, properties must be within the City of Sault Ste. Marie and designated under The Ontario Heritage Act, 1975. For specific criteria refer to the document "Guidelines for the Application of a Designated Property Grant."

1. Applicant

Name CINDY PARHIAK Telephone (include area code) 705 [REDACTED]
Address 1164 Queen STREET Postal Code P6A 2E4

2. Property for which application is being made:

3. Have you previously received a Designated Property Grant for this property?

Yes No

(If "Yes, give date and amount)

Date	Amount

4. Provide a description of the project and cost breakdown. Include details such as materials to be used, sizes, mortar mixes, etc. Enclose all drawings, project photos and/or other material necessary for a complete understanding of the proposed work (use additional sheets as required). Please include any available historic photographs.

Description	Cost
replace 15 windows with wood 6'x8' windows Ground level + 7 on 2nd level plus cost of painting to be determined	\$23,400.00

5. List all sources and amounts of funding requested for project

Heritage Grant Amount	Amount
	\$
Other Level of Government Funding	\$
Private Funds	\$

I certify that to the best of my knowledge the information provided in this application for a Designated Property Grant is accurate and complete.

Applicant Cindy Parhak

Date June 21, 15

Nothing contained in this application relieves the applicant from obtaining required Municipal Permits. All work must be carried out in accordance with the requirements of the Ontario Building Code, Municipal By-laws and the City of Sault Ste. Marie Purchasing Policy.

To be completed by the applicant and returned to the Sault Ste. Marie Municipal Heritage Committee c/o the Manager of Recreation and Culture

Personal information on the Application for a Designated Property Grant is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990 M.C.M. 56 and will be used solely to determine applicable information necessary for application. Questions about this collection should be directed to the Sault Ste. Marie Municipal Heritage Committee, c/o the Manager of Recreation & Culture Division.



Soo Mill & Lumber Co. Limited

HOME IMPROVEMENT DIVISION

539 Great Northern Rd.
Sault Ste. Marie, Ontario
Dan Pallett - 705-759-8084
Brent Mulholland - 705-759-6721
Brad Forsyth - 705-759-0027
Dan Gushore - 705-759-1768
Jerry Howson - 705-759-6715

Customer Name: **Parmiak, Cindy**

Job Address: 1164 Queen St East
Postal Code:

Home Phone: [REDACTED]
Date: 25-May-16

Proposal: Wood Windows
Work Order:
Salesman: Brad Forsyth

We hereby submit specifications and estimates:

15- 'Jeld-Wen Siteline' Wood Interior & Wood Exterior Window units:

To remove and dispose of existing wood sashes from existing wood frames.

To remove existing rope pulley systems, cut slots and insulate existing hollow frame areas.

To supply and install 15 "Jeld-Wen" window units as per attached spec sheet.

2 units to be Fixed Sash non operating units.

13 units to be Double Hung.

All units complete with 4-9/16 Wood Interior and Exterior Frames.

Interior of units to be stained. Exterior of units to be primed - painting to be done by others.

All grille patterns to be 7/8" Colonial Bead SDL w/ Prim Wood Interior (surface mounted).

Soo Mill to shim all units flush and square.

To insulate around all units, caulk and seal.

To supply and install f/f pine shingle moulding around interior of all units (staining to be done by others).

To cap exterior brickmould with prepainted Windswept Smoke Aluminum. *(Wood)*.

To seal exterior with matching Supra Caulking.

To clean up Jobsite and remove all debris.

Notes: 2 narrow Fixed Window units may need to be done as Full Frame Replacements.

This price may be subject to final site inspection.

Any additional work (if needed) may be extra.

Any blinds/curtains to be removed and re-installed by others.

Any electrical adjustments will be owner's responsibility and expense

We Propose hereby to furnish materials and labour - complete in accordance with the above specifications, for the sum of:

Subtotal	H.S.T.	Total
\$20,707.96	\$2,692.04	\$23,400.00

Payment to be made as follows upon completion of job: cheque cash Soo Mill Acct.

Conditions: The **BUYER** shall be responsible for **BUILDING PERMITS** and materials left on premises. Extra materials on the job shall be returned to the seller on completion of the job.

All material guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, windstorm and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Authorized

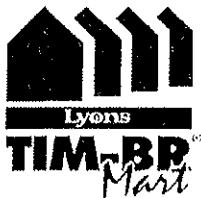
Signature: _____

Note: This proposal may be withdrawn by us if not accepted within _____ days. Workmanship warranty one year.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

Signature: _____

Date: _____



Installations

"Helping Build People's Dreams in Sault Ste. Marie since 1913"

Lyons Copy

Customer Copy

(705) 759 3555
Fax (705) 759 4422

500 Wellington Street West
Sault Ste. Marie, Ontario
P6C 3L5

Proposal Submitted to:	C Cindy Parniak	Date:	May 24/15
Street:	1164 Queen St. East	Salesperson:	Brian Hannah
City, Province:	SAULT STE. MARIE, ONT.	Job Location:	Second Floor
Home #:	<input type="text"/>	Tax #:	<input type="text"/>

**** All necessary building permits required by municipal building code by-laws to be supplied by customer at time of installation****

Supply and install nine new all wood window with LowE/Argon glass by Laf lamine as per drawing and specifications attached. Window will be installed into the existing frame of old window to preserve the interior and exterior woodwork. Remove and dispose of old sashes and hardware. Install new windows into frames, shim, foam insulate and level into place before trimming on the interior with existing wood stops. Exterior of window will butt up to exterior wood stop and be caulked in appropriate colour caulk. Painting of exterior of window and existing frame & brickmold by others.

Removal and disposal of all refuse as well as all taxes are included in this quote.
Electrical work and all permits are the responsibility of customer.

We propose hereby to furnish material and labour - complete in accordance with above specifications, for the sum of.

Sixteen thousand, four three hundred dollars dollars \$ 16,300.00

Payment Schedule		
Deposit	50 %	\$8,150.00
Progress Payment	0 %	
Final Payment	50 %	

All material is guaranteed as per the manufacturer's warranty. All labour is guaranteed for 10 months from the date of installation. All material is guaranteed to be as specified. All work to be completed on a workmanlike manner according to standard practices. (Any deviation from above specifications involving extra cost will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control). Owner to carry his, workers and other necessary insurance. Our workers are fully covered by Workplace Safety Insurance Board (WSIB).

Authorized Signature

Please Print

Brian Hannah

Note: This Proposal may be withdrawn by Lyons if not accepted within 30 days.

Date: May 24 2015

Acceptance Proposal - The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Signature:



Installations

"Helping Build People's Dreams in Sault Ste. Marie since 1913"

500 Wellington Street West
Sault Ste. Marie, Ontario
P6C 3L5

(705) 759-1595
Fax (705) 759-4422

Lyons Copy

Customer Copy

Proposal Submitted to:	C Cindy Parniak	Date:	May 24/15
Street:	1164 Queen St East	Salesperson:	Brian Hannah
City, Province:	SAULT STE. MARIE, ONT.	Job Location:	First Floor
Home #:	[REDACTED]	Fax #:	[REDACTED]

****All necessary building permits required by municipal building code by-laws to be supplied by customer at time of installation****

Supply and install six new all wood window with Low-E/Argon glass by Laf Lammé as per drawing and specifications attached. Window will be installed into the existing frame of old window to preserve the interior and exterior woodwork. Remove and dispose of old sashes and hardware. Install new windows into frames, shim, foam insulate and level into place before trimming on the interior with existing wood stops. Exterior of window will butt up to exterior wood stop and be caulked in appropriate colour caulking. Painting of exterior of window and existing frame & brickmold by others.

Removal and disposal of all refuse as well as all taxes are included in this quote.
Electrical work and all permits are the responsibility of customer.

We propose hereby to furnish material and labour - complete in accordance with above specifications, for the sum of:

Ten thousand, four hundred and twenty dollars dollars \$ 10,420.00

Payment Schedule	
Deposit	50 %
Progress Payment	0 %
Final Payment	50 %

All material is guaranteed as per the manufacturer's warranty. All labour is guaranteed for 18 months from the date of installation. All material is guaranteed to be as specified. All work to be completed on a workmanlike manner according to standard practices. (Any deviation from above specifications involving extra cost will be calculated only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strike, accidents or delays beyond our control). Owner to carry fire, windstorm and other necessary insurance. Our workers are fully covered by Workplace Safety Insurance Board (WSIB).

Authorized Signature

Please Print

Brian Hannah

Note: This Proposal may be withdrawn by Lyons if not accepted within 30 days.

Date: May 24, 2015
Month Day Year

Acceptance Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Signature:



COUNCIL REPORT

June 22, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Madison Zuppa, Environmental Initiatives Coordinator
DEPARTMENT: Engineering and Planning Department
RE: Municipal Council Support Resolutions

PURPOSE

The purpose of this report is to request Council support for twelve (12) rooftop solar photovoltaic applications being submitted to the Independent Electricity System Operator Feed-In-Tariff Program.

BACKGROUND

The Feed-In-Tariff (FIT) is a provincial program administered by the Independent Electricity System Operator (IESO), which provides a pre-determined rate per kWh generated depending on the project type (i.e. rooftop solar, ground mounted solar, etc.). The IESO initiated another FIT review in the Spring of 2015 and have on May 22, 2015 released new program rules for FIT 4. Many applications that did not receive FIT 3 contracts and new applications can be submitted to the IESO (formerly known as the OPA) between July 13 through July 30, 2015, but will be subject to the FIT 4 rules.

Under the FIT 4 rules, priority points could be awarded to projects that receive municipal Council endorsement in the form of an IESO prescribed “Municipal Council Support Resolution”. EthoSolar Inc. is requesting Council support for rooftop solar photovoltaic systems through SCCEC 4.0 LP at the following locations:

1. Mar-li – Automotive Parts & Supply, 340 Great Northern Road, Sault Ste. Marie, Ontario.
2. JT's Cambrian Nissan, 460 Pim Street, Sault Ste. Marie, Ontario
3. Odena National Supply, 9 Sackville Road, Sault Ste. Marie, Ontario
4. Mar-li – Toyota Dealership, 803 Great Northern Road, Sault Ste. Marie, Ontario
5. Maitland Ford, 1124 Great Northern Road, Sault Ste. Marie, Ontario
6. S&T, 158 Sackville Road, Sault Ste. Marie, Ontario
7. Avery, 940 Second Line West, Sault Ste. Marie, Ontario

Municipal Council Support Resolutions

2015 06 22

Page 2

Green Energy Cooperative of Ontario (GECO) is requesting Council support for rooftop solar photovoltaic systems through SR&G LP at the following locations:

8. 589 Second Line East, Sault Ste. Marie, Ontario;
9. 352 Dacey Road, Sault Ste. Marie, Ontario;
10. 27 Terry Fox Place, Sault Ste. Marie, Ontario (2 projects)
11. 26 Terry Fox Place, Sault Ste. Marie, Ontario (2 projects)
12. 23 Terry Fox Place, Sault Ste. Marie, Ontario (2 projects)

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

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

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

ANALYSIS

Information and documentation was provided by Susan Lawson, Sales & Marketing Administration Supervisor from EthoSolar Inc., and Kevin Epp, Director from Green Energy Cooperatives of Ontario (GECO).

IMPACT

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

STRATEGIC PLAN

The Corporate Strategic Plan contains numerous references to environmental awareness and a reduction in CO₂ emissions; however, renewable energy projects are not included.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Environmental Initiatives Coordinator concerning the solar photovoltaic FIT applications be received. By-law 2015-124 appears elsewhere on the agenda authorizing twelve (12) Municipal Council Support Resolutions and is recommended for approval.

Respectfully submitted,

Madison Zuppa

Recommended for approval

T. Sheehan

Municipal Council Support Resolutions

2015 06 22

Page 3

Madison Zuppa, MES
Environmental initiatives Coordinator

Jerry Dolcetti, RPP
Commissioner, Engineering & Planning

INSTRUCTIONS: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 4.0

Page i of i Apr 2015 IESOMRD/f-FIT-010r1

Capitalized terms not herein defined have the meanings ascribed to them in the FIT Rules, Version 4.0.

INSTRUCTIONS APPLICABLE TO ALL RESOLUTIONS

1. The instruction page is not required to be submitted with the hard copy Application materials.
2. The first page of the resolution must be marked, by the Applicant, with the FIT Reference Number associated with the Application.
3. Where the resolution has multiple pages, the resolution should be stapled.
4. Information provided in the resolution must be consistent with the information provided in the electronic Application Form in order for the Application to be awarded Priority Points.
5. Apart from the completion of any blanks in the template resolution, no amendments, other than those outlined in paragraph 6 below, may be made to the wording of this form.
6. Words in between square brackets (i.e. "[" and "]") are immaterial to the intent of the template resolution and may be modified to follow standard procedure of the issuing body. Wording not contained within square brackets must not be changed in order for the Application to be awarded Priority Points.
7. The entirety of the resolution (all blanks) must be completed and it must be signed by an appropriate individual(s) in order for the Application to be awarded Priority Points, and all Prescribed Forms must be signed to be considered complete.

INSTRUCTIONS SPECIFIC TO THE RESOLUTION

8. Councils of Local Municipalities have the option of drafting the Template: Municipal Council Support Resolution on the Council or equivalent governing body letterhead. The language of the Template: Municipal Council Support Resolution must be the same as shown in the template in order for the Applicant to obtain Priority Points. Priority Points will not be awarded if the resolution includes additional conditions or delegation of authority to staff for additional approvals.
9. The separate Prescribed Form: Municipal Council Support Resolution Confirmation may be completed and included in the Application by an Applicant that had received a FIT Rules, Version 3.0 Template: Municipal Council Support Resolution (that was not a blanket support resolution) that was issued by the Local Municipality and that is still in effect in relation to the Applicant and the Project. The Prescribed Form: Municipal Council Support Resolution Confirmation may not be used as a substitute for a Municipal Council Support Resolution where no Municipal Council Support Resolution was previously issued for the Project.
10. Where no resolution number exists, insert "N/A" into the appropriate field.
11. Applicant legal name, Project address and Renewable Fuel type must match the information provided in the electronic Application.

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK



Independent Electricity
System Operator

**FEED-IN TARIFF
PROGRAM**

WRITABLE FORM

Save As

Clear All

Print

120 Adelaide Street West, Suite 1600
Toronto, Ontario M5H 1T1
T 416-967-7474
F 416-967-1947
www.ieso.ca

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 4.0

Page 1 of 1 Apr 2015 IESOMRD/f-FIT-010r1

1	Resolution number: _____	FIT Reference Number: _____
	Date resolution was passed: _____	(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules, even where Local Municipality letterhead is used. This is not to be inserted by the Local Municipality.)

2	[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 4.0.
	[AND WHEREAS] SCCEC 4.0 LP (the "Applicant") proposes to construct and operate a Rooftop Solar Project
	(the "Project") on 158 Sackville Road (the "Lands") in Sault Ste. Marie, Ontario under the province's FIT Program;
	[AND WHEREAS] the Applicant has requested that Council of the City of Sault Ste. Marie indicate by resolution Council's support for the construction and operation of the Project on the Property.
	[AND WHEREAS] pursuant to the FIT Rules, Version 4.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;
	[NOW THEREFORE BE IT RESOLVED THAT]
	Council of the the City of Sault Ste. Marie supports the construction and operation of the Project on the Lands.
	This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project, or for any other purpose.

3	Signed: _____	Signed: _____
	Title: _____	Title: _____
	Date: _____	Date: _____
	(Signature lines for elected representatives. At least one signature required.)	

INSTRUCTIONS: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 4.0

Page i of i Apr 2015 IESOMRD/f-FIT-010r1

Capitalized terms not herein defined have the meanings ascribed to them in the FIT Rules, Version 4.0.

INSTRUCTIONS APPLICABLE TO ALL RESOLUTIONS

1. The instruction page is not required to be submitted with the hard copy Application materials.
2. The first page of the resolution must be marked, by the Applicant, with the FIT Reference Number associated with the Application.
3. Where the resolution has multiple pages, the resolution should be stapled.
4. Information provided in the resolution must be consistent with the information provided in the electronic Application Form in order for the Application to be awarded Priority Points.
5. Apart from the completion of any blanks in the template resolution, no amendments, other than those outlined in paragraph 6 below, may be made to the wording of this form.
6. Words in between square brackets (i.e. "[" and "]") are immaterial to the intent of the template resolution and may be modified to follow standard procedure of the issuing body. Wording not contained within square brackets must not be changed in order for the Application to be awarded Priority Points.
7. The entirety of the resolution (all blanks) must be completed and it must be signed by an appropriate individual(s) in order for the Application to be awarded Priority Points, and all Prescribed Forms must be signed to be considered complete.

INSTRUCTIONS SPECIFIC TO THE RESOLUTION

8. Councils of Local Municipalities have the option of drafting the Template: Municipal Council Support Resolution on the Council or equivalent governing body letterhead. The language of the Template: Municipal Council Support Resolution must be the same as shown in the template in order for the Applicant to obtain Priority Points. Priority Points will not be awarded if the resolution includes additional conditions or delegation of authority to staff for additional approvals.
9. The separate Prescribed Form: Municipal Council Support Resolution Confirmation may be completed and included in the Application by an Applicant that had received a FIT Rules, Version 3.0 Template: Municipal Council Support Resolution (that was not a blanket support resolution) that was issued by the Local Municipality and that is still in effect in relation to the Applicant and the Project. The Prescribed Form: Municipal Council Support Resolution Confirmation may not be used as a substitute for a Municipal Council Support Resolution where no Municipal Council Support Resolution was previously issued for the Project.
10. Where no resolution number exists, insert "N/A" into the appropriate field.
11. Applicant legal name, Project address and Renewable Fuel type must match the information provided in the electronic Application.

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK



Independent Electricity
System Operator

**FEED-IN TARIFF
PROGRAM**

WRITABLE FORM

Save As

Clear All

Print

120 Adelaide Street West, Suite 1600
Toronto, Ontario M5H 1T1
T 416-967-7474
F 416-967-1947
www.ieso.ca

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 4.0

Page 1 of 1 Apr 2015 IESOMRD/f-FIT-010r1

1	Resolution number: _____	FIT Reference Number: _____ <i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules, even where Local Municipality letterhead is used. This is not to be inserted by the Local Municipality.)</i>
---	--------------------------	--

2	[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 4.0. [AND WHEREAS] _____ SCCEC 4.0 LP _____ (the "Applicant") proposes to construct and operate a Rooftop Solar Project (the "Project") on _____ 940 Second Line West _____ (the "Lands") in Sault Ste. Marie, Ontario _____ under the province's FIT Program; [AND WHEREAS] the Applicant has requested that Council of _____ the City of Sault Ste. Marie _____ indicate by resolution Council's support for the construction and operation of the Project on the Property. [AND WHEREAS] pursuant to the FIT Rules, Version 4.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;
[NOW THEREFORE BE IT RESOLVED THAT] Council of the _____ the City of Sault Ste. Marie _____ supports the construction and operation of the Project on the Lands. This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project, or for any other purpose.	

3	Signed: _____	Signed: _____
Title: _____	Title: _____	
Date: _____	Date: _____	
<i>(Signature lines for elected representatives. At least one signature required.)</i>		



INSTRUCTIONS: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 4.0

Page i of i Apr 2015 IESOMRD/f-FIT-010r1

Capitalized terms not herein defined have the meanings ascribed to them in the FIT Rules, Version 4.0.

INSTRUCTIONS APPLICABLE TO ALL RESOLUTIONS

1. The instruction page is not required to be submitted with the hard copy Application materials.
2. The first page of the resolution must be marked, by the Applicant, with the FIT Reference Number associated with the Application.
3. Where the resolution has multiple pages, the resolution should be stapled.
4. Information provided in the resolution must be consistent with the information provided in the electronic Application Form in order for the Application to be awarded Priority Points.
5. Apart from the completion of any blanks in the template resolution, no amendments, other than those outlined in paragraph 6 below, may be made to the wording of this form.
6. Words in between square brackets (i.e. "[" and "]") are immaterial to the intent of the template resolution and may be modified to follow standard procedure of the issuing body. Wording not contained within square brackets must not be changed in order for the Application to be awarded Priority Points.
7. The entirety of the resolution (all blanks) must be completed and it must be signed by an appropriate individual(s) in order for the Application to be awarded Priority Points, and all Prescribed Forms must be signed to be considered complete.

INSTRUCTIONS SPECIFIC TO THE RESOLUTION

8. Councils of Local Municipalities have the option of drafting the Template: Municipal Council Support Resolution on the Council or equivalent governing body letterhead. The language of the Template: Municipal Council Support Resolution must be the same as shown in the template in order for the Applicant to obtain Priority Points. Priority Points will not be awarded if the resolution includes additional conditions or delegation of authority to staff for additional approvals.
9. The separate Prescribed Form: Municipal Council Support Resolution Confirmation may be completed and included in the Application by an Applicant that had received a FIT Rules, Version 3.0 Template: Municipal Council Support Resolution (that was not a blanket support resolution) that was issued by the Local Municipality and that is still in effect in relation to the Applicant and the Project. The Prescribed Form: Municipal Council Support Resolution Confirmation may not be used as a substitute for a Municipal Council Support Resolution where no Municipal Council Support Resolution was previously issued for the Project.
10. Where no resolution number exists, insert "N/A" into the appropriate field.
11. Applicant legal name, Project address and Renewable Fuel type must match the information provided in the electronic Application.

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK



Independent Electricity
System Operator

**FEED-IN TARIFF
PROGRAM**

WRITABLE FORM

Save As

Clear All

Print

120 Adelaide Street West, Suite 1600
Toronto, Ontario M5H 1T1
T 416-967-7474
F 416-967-1947
www.ieso.ca

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 4.0

Page 1 of 1 Apr 2015 IESOMRD/f-FIT-010r1

1	Resolution number: _____	FIT Reference Number: _____ <i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules, even where Local Municipality letterhead is used. This is not to be inserted by the Local Municipality.)</i>
---	--------------------------	--

2	[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 4.0. [AND WHEREAS] _____ SCCEC 4.0 LP _____ (the "Applicant") proposes to construct and operate a Rooftop Solar Project (the "Project") on _____ 1124 Great Northern Road _____ (the "Lands") in Sault Ste. Marie, Ontario _____ under the province's FIT Program; [AND WHEREAS] the Applicant has requested that Council of _____ the City of Sault Ste. Marie _____ indicate by resolution Council's support for the construction and operation of the Project on the Property. [AND WHEREAS] pursuant to the FIT Rules, Version 4.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;
[NOW THEREFORE BE IT RESOLVED THAT] Council of the _____ the City of Sault Ste. Marie _____ supports the construction and operation of the Project on the Lands. This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project, or for any other purpose.	

3	Signed: _____	Signed: _____
Title: _____	Title: _____	
Date: _____	Date: _____	
<i>(Signature lines for elected representatives. At least one signature required.)</i>		



INSTRUCTIONS: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 4.0

Page i of i Apr 2015 IESOMRD/f-FIT-010r1

Capitalized terms not herein defined have the meanings ascribed to them in the FIT Rules, Version 4.0.

INSTRUCTIONS APPLICABLE TO ALL RESOLUTIONS

1. The instruction page is not required to be submitted with the hard copy Application materials.
2. The first page of the resolution must be marked, by the Applicant, with the FIT Reference Number associated with the Application.
3. Where the resolution has multiple pages, the resolution should be stapled.
4. Information provided in the resolution must be consistent with the information provided in the electronic Application Form in order for the Application to be awarded Priority Points.
5. Apart from the completion of any blanks in the template resolution, no amendments, other than those outlined in paragraph 6 below, may be made to the wording of this form.
6. Words in between square brackets (i.e. "[" and "]") are immaterial to the intent of the template resolution and may be modified to follow standard procedure of the issuing body. Wording not contained within square brackets must not be changed in order for the Application to be awarded Priority Points.
7. The entirety of the resolution (all blanks) must be completed and it must be signed by an appropriate individual(s) in order for the Application to be awarded Priority Points, and all Prescribed Forms must be signed to be considered complete.

INSTRUCTIONS SPECIFIC TO THE RESOLUTION

8. Councils of Local Municipalities have the option of drafting the Template: Municipal Council Support Resolution on the Council or equivalent governing body letterhead. The language of the Template: Municipal Council Support Resolution must be the same as shown in the template in order for the Applicant to obtain Priority Points. Priority Points will not be awarded if the resolution includes additional conditions or delegation of authority to staff for additional approvals.
9. The separate Prescribed Form: Municipal Council Support Resolution Confirmation may be completed and included in the Application by an Applicant that had received a FIT Rules, Version 3.0 Template: Municipal Council Support Resolution (that was not a blanket support resolution) that was issued by the Local Municipality and that is still in effect in relation to the Applicant and the Project. The Prescribed Form: Municipal Council Support Resolution Confirmation may not be used as a substitute for a Municipal Council Support Resolution where no Municipal Council Support Resolution was previously issued for the Project.
10. Where no resolution number exists, insert "N/A" into the appropriate field.
11. Applicant legal name, Project address and Renewable Fuel type must match the information provided in the electronic Application.

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK



Independent Electricity
System Operator

**FEED-IN TARIFF
PROGRAM**

WRITABLE FORM

Save As

Clear All

Print

120 Adelaide Street West, Suite 1600
Toronto, Ontario M5H 1T1
T 416-967-7474
F 416-967-1947
www.ieso.ca

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 4.0

Page 1 of 1 Apr 2015 IESOMRD/f-FIT-010r1

1	Resolution number: _____ Date resolution was passed: _____	FIT Reference Number: _____ <i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules, even where Local Municipality letterhead is used. This is not to be inserted by the Local Municipality.)</i>
---	---	--

2	<p>[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 4.0.</p> <p>[AND WHEREAS] SCCEC 4.0 LP (the "Applicant") proposes to construct and operate a Rooftop Solar Project _____ (the "Project") on 460 Pim Street (the "Lands") in Sault Ste. Marie, Ontario under the province's FIT Program;</p> <p>[AND WHEREAS] the Applicant has requested that Council of the City of Sault Ste. Marie indicate by resolution Council's support for the construction and operation of the Project on the Property.</p> <p>[AND WHEREAS] pursuant to the FIT Rules, Version 4.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;</p> <p>[NOW THEREFORE BE IT RESOLVED THAT]</p> <p>Council of the the City of Sault Ste. Marie supports the construction and operation of the Project on the Lands.</p> <p>This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project, or for any other purpose.</p>	
---	--	--

3	Signed: _____ Title: _____ Date: _____		Signed: _____ Title: _____ Date: _____
---	--	--	--

(Signature lines for elected representatives. At least one signature required.)



Independent Electricity
System Operator

FEED-IN TARIFF PROGRAM

WRITABLE FORM

Save As

Clear All

Print

120 Adelaide Street West, Suite 1600
Toronto, Ontario M5H 1T1
T 416-967-7474
F 416-967-1947
www.ieso.ca

INSTRUCTIONS: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 4.0

Page i of i Apr 2015 IESOMRD/f-FIT-010r1

Capitalized terms not herein defined have the meanings ascribed to them in the FIT Rules, Version 4.0.

INSTRUCTIONS APPLICABLE TO ALL RESOLUTIONS

1. The instruction page is not required to be submitted with the hard copy Application materials.
2. The first page of the resolution must be marked, by the Applicant, with the FIT Reference Number associated with the Application.
3. Where the resolution has multiple pages, the resolution should be stapled.
4. Information provided in the resolution must be consistent with the information provided in the electronic Application Form in order for the Application to be awarded Priority Points.
5. Apart from the completion of any blanks in the template resolution, no amendments, other than those outlined in paragraph 6 below, may be made to the wording of this form.
6. Words in between square brackets (i.e. "[" and "]") are immaterial to the intent of the template resolution and may be modified to follow standard procedure of the issuing body. Wording not contained within square brackets must not be changed in order for the Application to be awarded Priority Points.
7. The entirety of the resolution (all blanks) must be completed and it must be signed by an appropriate individual(s) in order for the Application to be awarded Priority Points, and all Prescribed Forms must be signed to be considered complete.

INSTRUCTIONS SPECIFIC TO THE RESOLUTION

8. Councils of Local Municipalities have the option of drafting the Template: Municipal Council Support Resolution on the Council or equivalent governing body letterhead. The language of the Template: Municipal Council Support Resolution must be the same as shown in the template in order for the Applicant to obtain Priority Points. Priority Points will not be awarded if the resolution includes additional conditions or delegation of authority to staff for additional approvals.
9. The separate Prescribed Form: Municipal Council Support Resolution Confirmation may be completed and included in the Application by an Applicant that had received a FIT Rules, Version 3.0 Template: Municipal Council Support Resolution (that was not a blanket support resolution) that was issued by the Local Municipality and that is still in effect in relation to the Applicant and the Project. The Prescribed Form: Municipal Council Support Resolution Confirmation may not be used as a substitute for a Municipal Council Support Resolution where no Municipal Council Support Resolution was previously issued for the Project.
10. Where no resolution number exists, insert "N/A" into the appropriate field.
11. Applicant legal name, Project address and Renewable Fuel type must match the information provided in the electronic Application.

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK



Independent Electricity
System Operator

**FEED-IN TARIFF
PROGRAM**

WRITABLE FORM

Save As

Clear All

Print

120 Adelaide Street West, Suite 1600
Toronto, Ontario M5H 1T1
T 416-967-7474
F 416-967-1947
www.ieso.ca

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 4.0

Page 1 of 1 Apr 2015 IESOMRD/f-FIT-010r1

1

Resolution number: _____	FIT Reference Number: _____
Date resolution was passed: _____	<i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules, even where Local Municipality letterhead is used. This is not to be inserted by the Local Municipality.)</i>

2

[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 4.0.

[AND WHEREAS] SCCEC 4.0 LP (the "Applicant") proposes to construct and operate a
Rooftop Solar Project

(the "Project") on 9 Sackville Road (the "Lands") in
Sault Ste. Marie, Ontario under the province's FIT Program;

[AND WHEREAS] the Applicant has requested that Council of the City of Sault Ste. Marie indicate by resolution Council's support for the construction and operation of the Project on the Property.

[AND WHEREAS] pursuant to the FIT Rules, Version 4.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;

[NOW THEREFORE BE IT RESOLVED THAT]

Council of the the City of Sault Ste. Marie supports the construction and operation of the Project on the Lands.

This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project, or for any other purpose.

3

Signed: _____	Signed: _____
Title: _____	Title: _____
Date: _____	Date: _____

(Signature lines for elected representatives. At least one signature required.)



INSTRUCTIONS: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 4.0

Page i of i Apr 2015 IESOMRD/f-FIT-010r1

Capitalized terms not herein defined have the meanings ascribed to them in the FIT Rules, Version 4.0.

INSTRUCTIONS APPLICABLE TO ALL RESOLUTIONS

1. The instruction page is not required to be submitted with the hard copy Application materials.
2. The first page of the resolution must be marked, by the Applicant, with the FIT Reference Number associated with the Application.
3. Where the resolution has multiple pages, the resolution should be stapled.
4. Information provided in the resolution must be consistent with the information provided in the electronic Application Form in order for the Application to be awarded Priority Points.
5. Apart from the completion of any blanks in the template resolution, no amendments, other than those outlined in paragraph 6 below, may be made to the wording of this form.
6. Words in between square brackets (i.e. "[" and "]") are immaterial to the intent of the template resolution and may be modified to follow standard procedure of the issuing body. Wording not contained within square brackets must not be changed in order for the Application to be awarded Priority Points.
7. The entirety of the resolution (all blanks) must be completed and it must be signed by an appropriate individual(s) in order for the Application to be awarded Priority Points, and all Prescribed Forms must be signed to be considered complete.

INSTRUCTIONS SPECIFIC TO THE RESOLUTION

8. Councils of Local Municipalities have the option of drafting the Template: Municipal Council Support Resolution on the Council or equivalent governing body letterhead. The language of the Template: Municipal Council Support Resolution must be the same as shown in the template in order for the Applicant to obtain Priority Points. Priority Points will not be awarded if the resolution includes additional conditions or delegation of authority to staff for additional approvals.
9. The separate Prescribed Form: Municipal Council Support Resolution Confirmation may be completed and included in the Application by an Applicant that had received a FIT Rules, Version 3.0 Template: Municipal Council Support Resolution (that was not a blanket support resolution) that was issued by the Local Municipality and that is still in effect in relation to the Applicant and the Project. The Prescribed Form: Municipal Council Support Resolution Confirmation may not be used as a substitute for a Municipal Council Support Resolution where no Municipal Council Support Resolution was previously issued for the Project.
10. Where no resolution number exists, insert "N/A" into the appropriate field.
11. Applicant legal name, Project address and Renewable Fuel type must match the information provided in the electronic Application.

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK



Independent Electricity
System Operator

**FEED-IN TARIFF
PROGRAM**

WRITABLE FORM

Save As

Clear All

Print

120 Adelaide Street West, Suite 1600
Toronto, Ontario M5H 1T1
T 416-967-7474
F 416-967-1947
www.ieso.ca

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 4.0

Page 1 of 1 Apr 2015 IESOMRD/f-FIT-010r1

1	Resolution number: _____	FIT Reference Number: _____
	Date resolution was passed: _____	<i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules, even where Local Municipality letterhead is used. This is not to be inserted by the Local Municipality.)</i>

2	[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 4.0. [AND WHEREAS] _____ SCCEC 4.0 LP _____ (the "Applicant") proposes to construct and operate a Rooftop Solar Project (the "Project") on _____ 803 Great Northern Road _____ (the "Lands") in Sault Ste. Marie, Ontario _____ under the province's FIT Program; [AND WHEREAS] the Applicant has requested that Council of _____ the City of Sault Ste. Marie _____ indicate by resolution Council's support for the construction and operation of the Project on the Property. [AND WHEREAS] pursuant to the FIT Rules, Version 4.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;
3	[NOW THEREFORE BE IT RESOLVED THAT] Council of the _____ the City of Sault Ste. Marie _____ supports the construction and operation of the Project on the Lands. This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project, or for any other purpose.

3	Signed: _____	Signed: _____
	Title: _____	Title: _____
	Date: _____	Date: _____
	<i>(Signature lines for elected representatives. At least one signature required.)</i>	



INSTRUCTIONS: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 4.0

Page i of i Apr 2015 IESOMRD/f-FIT-010r1

Capitalized terms not herein defined have the meanings ascribed to them in the FIT Rules, Version 4.0.

INSTRUCTIONS APPLICABLE TO ALL RESOLUTIONS

1. The instruction page is not required to be submitted with the hard copy Application materials.
2. The first page of the resolution must be marked, by the Applicant, with the FIT Reference Number associated with the Application.
3. Where the resolution has multiple pages, the resolution should be stapled.
4. Information provided in the resolution must be consistent with the information provided in the electronic Application Form in order for the Application to be awarded Priority Points.
5. Apart from the completion of any blanks in the template resolution, no amendments, other than those outlined in paragraph 6 below, may be made to the wording of this form.
6. Words in between square brackets (i.e. "[" and "]") are immaterial to the intent of the template resolution and may be modified to follow standard procedure of the issuing body. Wording not contained within square brackets must not be changed in order for the Application to be awarded Priority Points.
7. The entirety of the resolution (all blanks) must be completed and it must be signed by an appropriate individual(s) in order for the Application to be awarded Priority Points, and all Prescribed Forms must be signed to be considered complete.

INSTRUCTIONS SPECIFIC TO THE RESOLUTION

8. Councils of Local Municipalities have the option of drafting the Template: Municipal Council Support Resolution on the Council or equivalent governing body letterhead. The language of the Template: Municipal Council Support Resolution must be the same as shown in the template in order for the Applicant to obtain Priority Points. Priority Points will not be awarded if the resolution includes additional conditions or delegation of authority to staff for additional approvals.
9. The separate Prescribed Form: Municipal Council Support Resolution Confirmation may be completed and included in the Application by an Applicant that had received a FIT Rules, Version 3.0 Template: Municipal Council Support Resolution (that was not a blanket support resolution) that was issued by the Local Municipality and that is still in effect in relation to the Applicant and the Project. The Prescribed Form: Municipal Council Support Resolution Confirmation may not be used as a substitute for a Municipal Council Support Resolution where no Municipal Council Support Resolution was previously issued for the Project.
10. Where no resolution number exists, insert "N/A" into the appropriate field.
11. Applicant legal name, Project address and Renewable Fuel type must match the information provided in the electronic Application.

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK



Independent Electricity
System Operator

**FEED-IN TARIFF
PROGRAM**

WRITABLE FORM

Save As

Clear All

Print

120 Adelaide Street West, Suite 1600
Toronto, Ontario M5H 1T1
T 416-967-7474
F 416-967-1947
www.ieso.ca

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 4.0

Page 1 of 1 Apr 2015 IESOMRD/f-FIT-010r1

1	Resolution number: _____	FIT Reference Number: _____ <i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules, even where Local Municipality letterhead is used. This is not to be inserted by the Local Municipality.)</i>
---	--------------------------	--

2	[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 4.0. [AND WHEREAS] _____ SCCEC 4.0 LP _____ (the "Applicant") proposes to construct and operate a Rooftop Solar Project (the "Project") on _____ 340 Great Northern Road _____ (the "Lands") in Sault Ste. Marie, Ontario _____ under the province's FIT Program; [AND WHEREAS] the Applicant has requested that Council of _____ the City of Sault Ste. Marie _____ indicate by resolution Council's support for the construction and operation of the Project on the Property. [AND WHEREAS] pursuant to the FIT Rules, Version 4.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;
[NOW THEREFORE BE IT RESOLVED THAT] Council of the _____ the City of Sault Ste. Marie _____ supports the construction and operation of the Project on the Lands. This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project, or for any other purpose.	

3	Signed: _____	Signed: _____
Title: _____	Title: _____	
Date: _____	Date: _____	
<i>(Signature lines for elected representatives. At least one signature required.)</i>		



COUNCIL REPORT

June 22, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Elliott, Director of Engineering Services
DEPARTMENT: Engineering and Planning Department
RE: 2016 Capital Road Reconstruction Plan
and Update on 2015 Plan

PURPOSE

The purpose of this report is to provide an update on the 2015 capital works reconstruction program, and obtain Council approval for the 2016 program. Approval of the 2016 program will permit pre-engineering and the local improvement process to be well underway in the fall of this year in preparation for the 2016 construction season.

BACKGROUND

Road improvements for the City of Sault Ste. Marie are carried out under a number of programs. These programs include capital road construction, infrastructure improvement programs, connecting links, and miscellaneous construction. The capital road construction plan emphasizes the reconstruction of arterial and collector streets, which are critical to the City's movement of traffic while at the same time attempting to address some of the needs of local/residential streets.

Funding for capital reconstruction comes from our **\$6,200,000** annual budget; **\$1,700,000** of which comes from the urban only levy for storm sewers and sidewalks, and **\$4,500,000** from the general levy for capital roadwork. A portion of the general levy is used as the City's share in leveraging the annual MTO Connecting Link funds – a program which was cancelled in 2013 but reinstated recently for the 2016 season. Sanitary sewer costs in the capital works program are funded from the sewer surcharge.

The capital works funding in the levy has not been increased in many years. Fortunately the gas tax rebate has increased the capital budget for the last several years. This plan assumes that the AMO approved gas tax amount of **\$4,569,000** will be allocated in full to the capital program for 2016. When the

estimated **\$1,054,000** from the sewer surcharge is added in, the total available funding is **\$11,823,000**. There is an additional **\$435,000** in formula based grant funding under the Ontario Community Infrastructure Fund (OCIF) which will be discussed below.

ANALYSIS

In the preparation of this capital plan, the priority is to complete the roads listed in the 2015-2019 five-year capital plan approved by Council at the 2014 06 09 meeting. That plan mixes arterial/collector and local streets. The 2016 capital plan places considerable emphasis on local streets, but it should be understood however, that arterial/collectors are usually emphasized due to the fact that they have the greatest need and their reconstruction benefits the most people. All roads are evaluated and scored based on many factors, including but not limited to road surface condition, road structure, drainage, condition of sanitary and storm sewers, level of required maintenance and traffic volume.

Update on 2015 Capital Program

The 2015 capital program is well underway and tracking slightly over budget. At the 2015 05 25 meeting, Council agreed with the staff recommendation to defer the resurfacing of Bay Street for one year to ensure the capital works program is not overspent. The following project specific comments are provided for Council's information.

Fort Creek Aqueduct

A portion of the second of seven phases of the replacement of the Fort Creek Aqueduct system is underway. It involves the construction of a second aqueduct through Esposito Park over to John Street for additional capacity. The City submitted an application for funding from the Small Communities Fund portion of the Build Canada Fund. Recipients of these funds have yet to be announced, and staff remains hopeful that our application was successful.

Capital Road Projects

Other current projects include the reconstruction of Elizabeth Street and McMeeken Street from Queen to Churchill, Upton Road from Queen to Wellington, and Huron Street from Queen to Cathcart. The third and final phase of the widening of Second Line to Black Road is underway with the help of an Ontario Communities Infrastructure (OCIF) grant. The miscellaneous resurfacing and surface treatment contracts were awarded at the 2015 06 08 meeting of Council.

Bay Street Resurfacing

Some of the funds allocated for the resurfacing of Bay Street will be used to cover the cost of the higher priced tenders we have received this year. There remains approximately \$1M of funds for Bay Street that can be carried forward to

2016. Staff notes that there is usually unspent contingencies from the other capital road projects that can also be applied to Bay Street in 2016.

Council is aware that Bay Street is the subject of an environmental assessment to be converted down to three lanes. This EA is incomplete at this time but it will no doubt be completed well ahead of the 2016 construction season. In summary, except for the Bay Street resurfacing deferral, the 2015 projects are currently on schedule for completion in the fall.

Recommended 2016 Program

The attached recommended 2016 program is identical to that approved in the 2015-2019 five-year capital plan.

The following are comments on specific projects recommended for 2016:

- 1) Francis Street – Wellington Street to Railroad Avenue**
This project was scheduled in the five-year plan for 2016. The road and all services are in urgent need of replacement. Francis St. requires full reconstruction to a class A urban standard cross section.
- 2) Second Avenue – Wallace Terrace to Second Line**
This project was scheduled in the 5-year plan for 2016. It has a road structure in particular that is in urgent need of replacement. Second Avenue will receive full reconstruction of services to a class A urban standard cross section.
- 3) Coulson Avenue and Manor Road**
Coulson Avenue and Manor Road are overdue to be reconstructed. They meet at a tee intersection so they will be designed and tendered together as one project. They will be reconstructed to a class A urban standard cross section. Both were approved in the five-year capital plan for 2016.
- 4) Connecting Link Allowance**
It has been an annual routine to allocate the City's share of the MTO Connecting Link project; however, the Province cancelled the Connecting Link Program in 2013. This allowance was used as the City's portion of projects funds for phases II and III of the Second Line widening. OCIF grants in 2014 and 2015 essentially filled the gap left by the cancelled Connecting Link program. Now that the Connecting Link program has been reinstated, MTO has been advised that the City's priority is the widening of Black Road between Second Line and McNabb. That will be the request to MTO for the 2016 funds, based on the assumed outcome of the environmental assessment currently underway.

5) Bridges and Aqueducts

Council is aware that considerable capital spending has had to be diverted to bridges and aqueducts over the past several years. While some of the funding was provided by grants from senior levels of government, unfortunately it has become necessary to divert capital road reconstruction dollars to bridges and aqueducts.

Biennial inspections of aqueducts are carried out in odd numbered years, and bridge inspections in even numbered years. In order to better forecast major capital expenditures to this infrastructure, the Engineering Division developed 10 year capital forecasts for asset management of bridges and aqueducts.

Bridges: There are no significant capital improvements to bridges anticipated in 2016. There may be some bridge rehabilitation required on the Wellington Street underpass. Council will be advised at a later date.

Aqueducts: The 2016 allowance for aqueducts and bridges is planned to be used on the next phase of the Fort Creek Aqueduct replacement. This is planned whether or not the Build Canada Funding application is approved.

8) Resurfacing Various Roads

A portion of the 2016 capital budget is allocated to road resurfacing, as the miscellaneous budget for resurfacing is insufficient to meet the demand. A separate report will be brought to Council for approval of the resurfacing program in early 2016.

Potential additional Project – Gore Street, Queen to Wellington

The City received a grant from NOHFC for upgrading streetscape, **\$600,000** of which is to be applied to Gore Street between Queen and Wellington. Our records show that the sanitary sewer on Gore is over 100 years old, and is in need of replacement, and PUC advises that the streetlights must also be replaced in the near future. Engineering staff are evaluating the feasibility of reconstruction now, to ensure longevity of the surface works covered by the grant.

Gore Street reconstruction is estimated to cost **\$1.86M**. There is no money in the 2016 capital plan for Gore Street, however, all work related to the sanitary sewer can be covered by the sewer surcharge, and the **\$435,000** formula based OCIF grant noted above can be applied to this project. After the NOHFC and OCIF grants and sewer surcharge funds are subtracted, the shortfall is approximately **\$0.5M**. Gore Street could be the subject of our 2016 submission for the application-based OCIF

2016 Capital Road Reconstruction Plan

2015 06 22

Page 5

funding. Staff will report back to Council on the status of this project at a future meeting.

IMPACT

The 2016 capital program is recommended in accordance with the anticipated budget levels, and predesign estimates are based on current prices with an allowance for inflation. Each project will be brought back to Council individually for approval prior to construction.

Summary of Funding Sources for 2016:

General levy for capital works	\$ 4,500,000
Urban-only levy	\$ 1,700,000
Gas Tax	\$ 4,569,000
Sewer surcharge	<u>\$ 1,054,000</u>
Subtotal	\$11,823,000

STRATEGIC PLAN

Reconstruction of city roads is related 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 Services dated 2015 06 22 concerning the 2016 capital construction program be received, and that the following be approved:

- The attached 2016 capital works program
- The Engineering Department proceed with any remaining local improvement rolls and notices for 2016 works.
- The Engineering Division report back to Council with a recommendation for retaining consulting engineers for the projects that will not be completed in house in order to ensure a timely construction start.
- The Engineering Division report back to Council when more information is known about the Bay Street resurfacing project, and Gore Street reconstruction.

Respectfully submitted,

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

Recommended for approval

Jerry Dolcetti, RPP
Commissioner

2016 CAPITAL WORKS PROGRAM					
Year	Street	From	To	Cost	Comments
2016	Francis Street	Wellington Street E	Railroad Avenue		Reconstruction
2016	Second Avenue	Wallace Terrace	Second Line West		Reconstruction
2016	Coulson Avenue	Queen Street	Manor Road		Reconstruction
2016	Manor Road	McGregor Avenue	Pine Street		Reconstruction
2016	Connecting Link	Black Rd widening	Second to McNabb		Estimated City 1/3 share - requires Connecting Link funding
2016	Bridges & Aqueducts				Allowance
2016	Various Roads				Road resurfacing allowance
				Subtotal \$ 11,776,500	
2017	McNabb/McDonald SWM - Phase 1				Prelim Budget for Stormwater Improvements - Pending EA
2017	Seawall Reconstructio	711 Bay Street	719 Bay Street		Reconstruction
2017	Franklin Street	Henrietta Avenue	Laura Street		Reconstruction
2017	Grace Street	Bruce Street	Elgin Street		Reconstruction
2017	Sackville	North Limit	Third Line		Potential candidate for funding program
2017	Connecting Link	Black Road resurface	McNabb to Trunk		Estimated City 1/3 share - requires provincial funding
2017	Bridges & Aqueducts				Allowance
2017	Various Roads				Road resurfacing allowance
				Subtotal \$ 11,405,871	
2018	McNabb/McDonald SWM Phase 2				Prelim Budget for Stormwater Improvements - Pending EA
2018	Simpson Street	Queen Street East	Wellington Street East		Reconstruction
2018	Bruce Street	Queen Street East	Wellington Street East		Reconstruction
2018	Black Road	Second Line	Third Line		Improvements - pending EA
2018	Connecting Link	Second Line resurface	North St to Carmen		City Share - requires provincial funding
2018	Bridges & Aqueducts				Allowance
2018	Various Roads				Road resurfacing allowance
				Subtotal \$ 11,464,820	
2019	Leo Avenue	Queen Street East	Victoria Avenue		Reconstruction
2019	Ruth Street	Franklin Street	East Limit		Reconstruction
2019	Third Line	Hospital entrance	Black Road		Improvements - pending EA
2019	Connecting Link	Trunk Road resurface	At east City limit		City Share - requires provincial funding
2019	Bridges & Aqueducts				Allowance
2019	Various Roads				Road resurfacing allowance
				Subtotal \$ 11,344,282	
Notes:	- Estimated costs are very preliminary and could differ considerably from detailed design cost estimates, consequently the timing of some projects may have to change once accurate estimates are available.				

Class A Urban Roads Resurfacing short list					

The following roads will be resurfaced using recycled asphalt techniques. Asphalt from urban roads is donated to rural roads.

Funding will come from the annual capital reconstruction program surplus, if any, and the miscellaneous construction budget.

Street	From	To	Comments
Northern Avenue	Reid Street	Pine Street	Resurface
Queen Street	Pim Street	Andrew Street	Resurface
Wallace Terrace	Korah Road	Goulais Avenue	Resurface
McNabb Street	Pim Street	Lake Street	Resurface

Class B Rural Roads Resurfacing short list

Street	From	To	Comments
Fourth Line West	Allen's Side Road	Goulais Avenue	Resurface
Base Line Road	Carpin Beach Road	Airport Road	Resurface
Allen's Side Road	Base Line	Second Line	Resurface
Allen's Side Road	Second Line	Third Line	Resurface
Old Garden River Road	Second Line	Terrance	Resurface
Queen Street East	Lorna Drive	Kerr Drive	Resurface



COUNCIL REPORT

June 22, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Stephen Turco, MCIP, RPP, Planner
DEPARTMENT: Engineering and Planning Department
RE: Queen Street Streetscape Project

PURPOSE

The purpose of this report is to request City Council's approval to issue a tender for a proposed streetscape improvement project for the section of Queen Street between Dennis Street and Bruce Street.

BACKGROUND

At their March 9, 2015 meeting, City Council approved a contract with The Planning Partnership (TPP), a landscape and urban design firm, to develop conceptual and detailed design plans to update the landscaping on Queen Street between Dennis and Bruce Streets.

Due to the devastation brought on by the Emerald Ash Borer (EAB), it became necessary to develop a tree replacement strategy that will assist in maintaining the aesthetic streetscape along Queen Street. This tree replacement strategy will be augmented with the installation of streetscape furnishings such as benches, garbage and recycling receptacles, as well as bike racks, in an effort to improve the overall public realm within the Downtown.

Since the March 9, 2015 meeting, TPP has been working with Planning, Engineering and Public Works and Transportation staff to develop a conceptual streetscape plan for the above mentioned section of Queen Street (attached).

As part of the implementation process, Planning staff has met with the Downtown Association to discuss the overall strategy. A public open house is scheduled for Wednesday June 17, 2015 to discuss the tree replacement strategy with members of the Downtown Association, as well as the general public.

ANALYSIS

As part of the tree replacement strategy, the section of Queen Street between Dennis and Bruce Street was chosen as all of the trees along this stretch need to be removed this year because of EAB. The overall design goal of the tree replacement strategy was to develop a streetscape program that could be replicated each year for the remaining blocks along Queen Street, as budgets permit.

The immediate project will involve removing the existing Ash trees and their roots. Some of these trees have been planted in grates, while a significant number of these trees were planted in planter boxes. These boxes are problematic as they create obstacles for maintenance vehicles, impede snow removal and reduce the amount of boulevard space for pedestrians.

The proposed tree replacement strategy will utilize a root trenching method, where the tree roots would have additional space to expand. This approach would also provide a beneficial medium for the trees to grow. The intent is to plant trees that will thrive in an urban environment and achieve a mature canopy. Most importantly, this strategy will implement a variety of tree species which will help mitigate the risks of future invasive species.

With the conceptual plan for this pilot project complete, staff is recommending that this project be tendered for construction this summer. It is anticipated that the contract can be awarded August 10, 2015 meeting.

IMPACT

The fiscal impact of this project is minimal as the funding for this project will be taken out of the overall Downtown Development Initiative funding. This initiative is jointly funded by FedNor, NOHFC and the City. As part of the Downtown Development initiative, \$1,250,000 has been earmarked for streetscape improvements for Huron Street, Gore Street, and this section of Queen Street.

The Queen Street project will largely be a “re-greening” strategy, replacing a significant number of existing trees that need to come down as a result of the EAB. As part of this re-greening strategy, an allowance will be carried to implement street furnishings along this stretch of Queen Street. It is anticipated that the project will not result in any increased maintenance costs to the City.

Additional work will be required in future years as part of the overall Queen Street replanting program.

STRATEGIC PLAN

The implementation of Downtown Development Initiative is identified in the Corporate Strategic Plan under 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 Planning Division, dated June 22, 2015, be accepted, and that City Council authorize the tendering of the Queen Street streetscape project.

Respectfully submitted,



Stephen Turco, MCIP, RPP
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

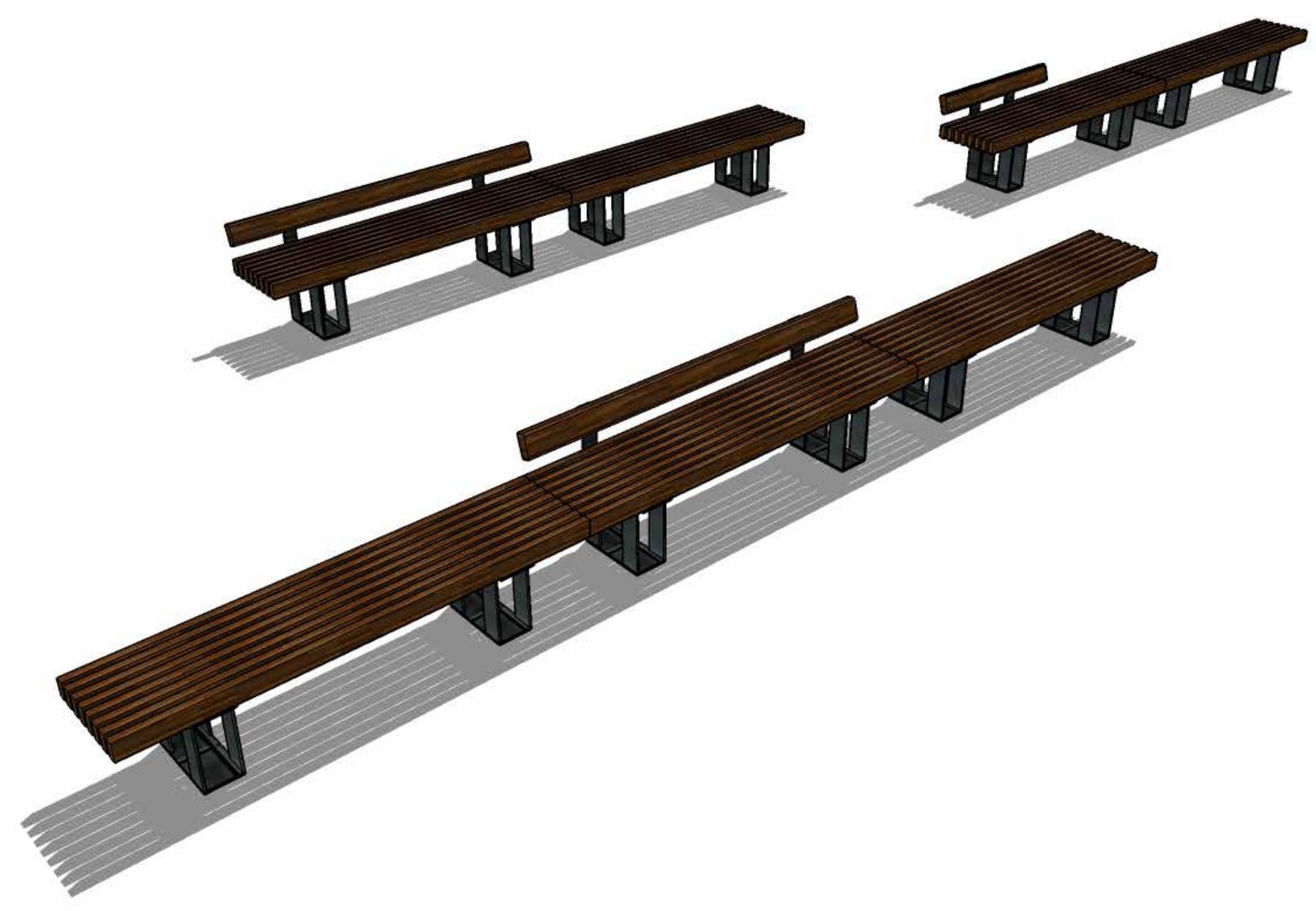
Recommended for approval,



Jerry Dolcetti, RPP
Commissioner Engineering & Planning

ST:ps

Attachment(s)

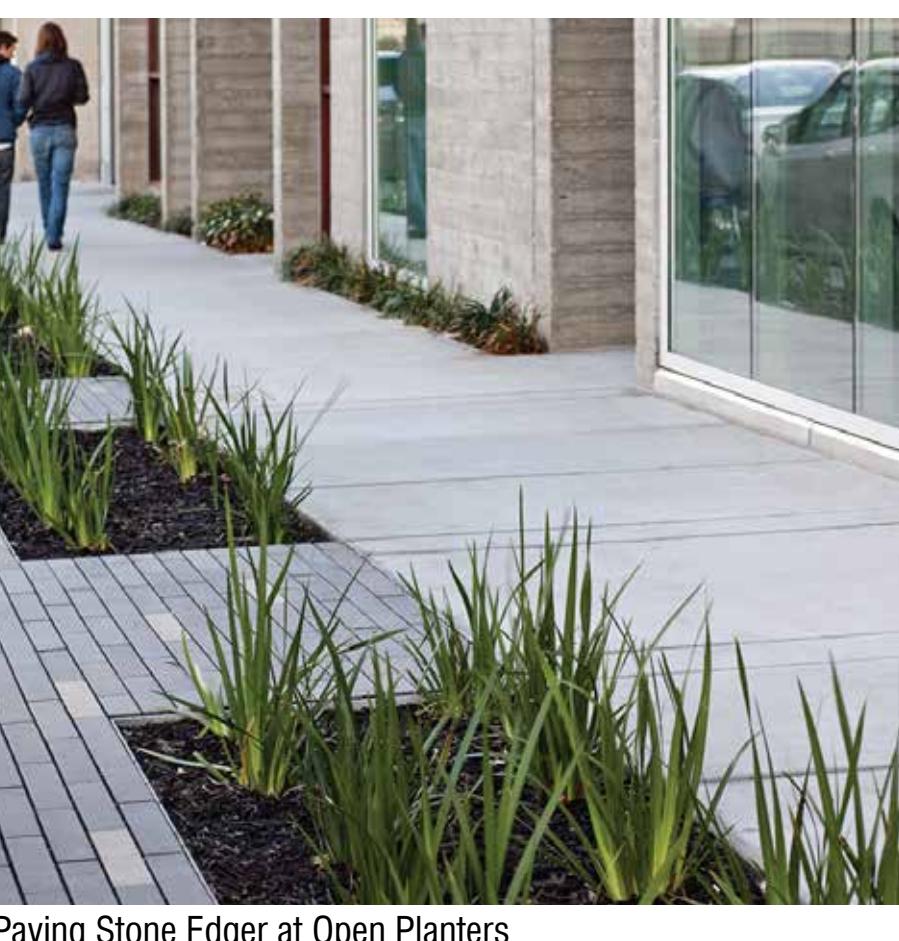
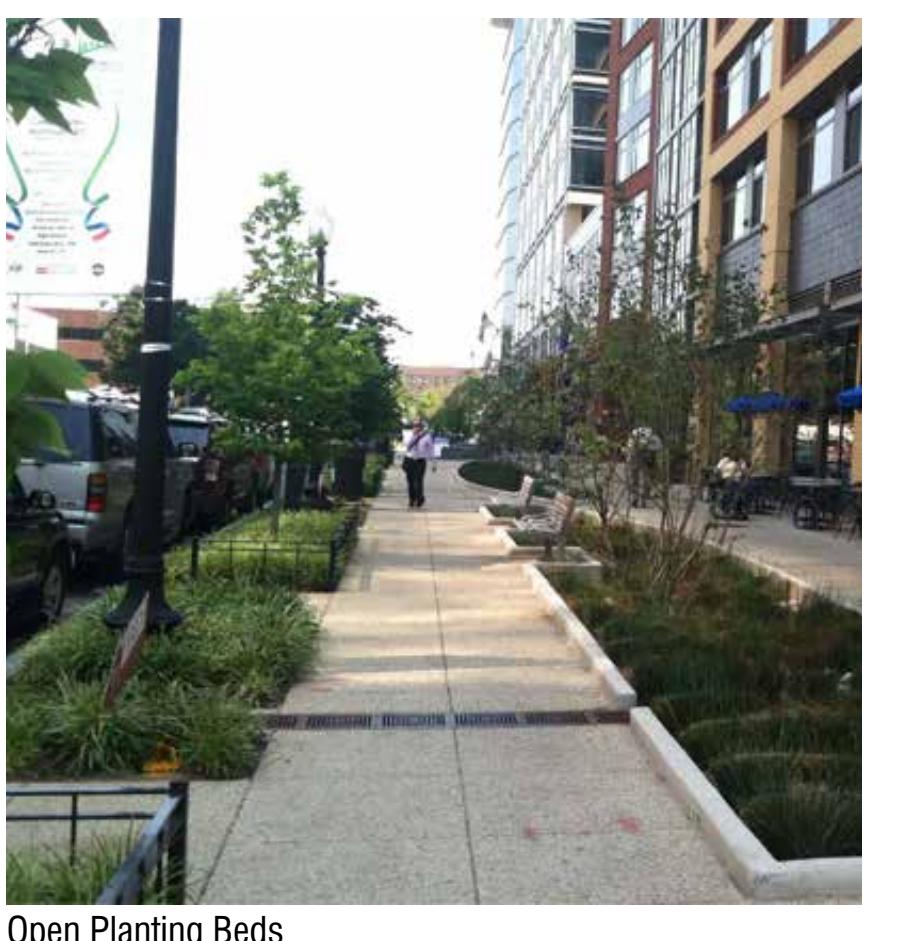


Custom Bench Variations

Legend

Concrete Unit Pavers (Existing)	Bench
Open Planter	Totem Pedestrian Light
Garbage/Recycling	Existing Street Light

0m 1 2 3 4 5 10 15 20 25 50m



Shared Soil Trench



Queen Street Transformation



COUNCIL REPORT

June 22, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don McConnell, MCIP, RPP, Planning Director
DEPARTMENT: Engineering and Planning Department
RE: Queen Street Streetscape Project – Additional Information

PURPOSE

The purpose of this report is to provide City Council with additional information on a public open house that was held Wednesday, June 17.

BACKGROUND

City Council has a report on tonight's agenda recommending that tendering of the proposed Queen Street Streetscape Project be authorized.

That report recommends a tree replacement strategy for Queen Street and that the strategy be implemented this year for the section between Bruce Street and Dennis Street.

ANALYSIS

On Wednesday, June 17, a public open house was held attended by approximately 12 people including four Downtown Association Board members, other downtown merchants and Councillors Niro and Fata.

The following issues were raised with a brief summary of City staff's response in brackets.

- Should this work be part of an overall downtown development plan? (The Downtown Association worked closely with the City in 2006 – 2007 to prepare a Downtown Sault Ste. Marie Development Plan which has served as the basis for our two grant and tax incentive programs. The refurbishing of street furniture including tree replacement was also identified as an issue at that time. However the destruction caused by the Emerald Ash Borer has resulted in a need to move forward quickly on this issue. Other major components of the plan included the redevelopment of

Queen Street Streetscape Project – Additional Information

2015 06 22

Page 2.

the former Sault Area Hospital property and a reduction in the number of lanes on Bay Street.)

- Should we consider the possibility of converting Queen Street back to two-way traffic before planting new trees? (The possible conversion to two-way traffic is a significant issue as it would affect traffic flow on other downtown streets as well. Should this occur, it is anticipated that the majority of the new trees would remain in place.)
- Why was the Bruce – Dennis block chosen? (Last year, the City had to remove a number of trees along the south side of the street in this area. We received a great number of inquiries asking when the trees would be replaced.)
- Is it possible to prepare a drawing showing the proposed plan for all of Queen Street? (This could be done however there would be an additional cost. To date, we have asked the consultants to focus their efforts on the Bruce – Dennis block.)
- The proposal lacks a “wow” factor. Can we ask the consultants to prepare something more dramatic? (City staff has worked closely with the consultants to create a program that meets our budget and sets a standard that can be replicated on other blocks. This in no way limits the possibility of adding “wow” concepts to this or other blocks in the future. It is anticipated that the design of each new block will be reviewed in detail and all ideas considered.)
- Is the funding in place to do all ten blocks between Pim Street and Gore Street in future years? Should this project be delayed until all required funding is in place? (Funding for future tree replacement will be dependent upon City Council approval. Funding for this project comes from the City’s agreement with FedNor and NOHFC and must be used either this year or next.)
- Can we divide the project funding among all of the blocks and do a small project on each? (This would not be cost-effective.)

The meeting concluded with a general understanding that Council should be asked to defer a decision on this matter. Subsequent to the meeting, several people stayed and indicated that they would be in favour of moving forward with the project this year.

City staff met with Duane Moleni, the Executive Director of the Downtown Association to discuss this project further. He then contacted the Downtown Association Board and several other downtown merchants. On Friday, Mr. Moleni advised staff that the Board strongly supported the proposed streetscape program for this year but asked that the light fixtures not be installed at this time.

Queen Street Streetscape Project – Additional Information

2015 06 22

Page 3.

They are concerned that the proposed lighting, while interesting, would create a third type of pedestrian lighting along Queen Street. They would prefer that the City wait until the conversion of the streetlights to LED is completed and then we can meet to select a single pedestrian scale lighting fixture for the downtown. City staff is in agreement with this approach and conduits will be installed at this time to facilitate the installation of lighting in the future.

In summary, the Downtown Association is supporting the recommendation that the project be tendered for construction this year.

IMPACT

The fiscal impact of this project is minimal as the funding for this project has been approved as part of the overall Downtown Development Initiative funding.

The project will not result in any increased maintenance cost to the City.

STRATEGIC PLAN

The implementation of the Downtown Development Initiative is identified as part of the Developing Solid Infrastructure Strategic Direction.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planning Director dated June 22, 2015 be accepted and that City Council authorize the tendering of the Queen Street Streetscape Project for the Bruce – Dennis block subject to the removal of the pedestrian scale lighting.

Recommended for approval,



Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

Jerry Dolcetti, RPP
Commissioner Engineering & Planning

DBM:ps



COUNCIL REPORT

June 22, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don McConnell, MCIP, RPP, Planning Director
DEPARTMENT: Engineering and Planning Department
RE: Etienne Brûlé School Community Partnership Project

PURPOSE

The purpose of this report is to provide City Council with information and recommendations on a proposed partnership with the Algoma District School Board to develop a number of community related uses at the Etienne Brûlé school property on Albert Street West.

The recommendations have been reviewed and are supported by the Engineering & Planning, Finance, Public Works & Transportation and Social Services Departments.

BACKGROUND

Etienne Brûlé Public School was closed as an elementary school in June 2014.

In September 2014, the building was reopened as the Urban Aboriginal Alternative School, a partnership between the Algoma District School Board and Indian Friendship Center. The building is also home to the Teen Parent Initiative, a partnership between ADSB, the Children's Aid Society and the YMCA.

This fall, the Sault Ste. Marie Alternative Daycare will be relocating into the building with a new playground designed for young children.

The building also accommodates other uses such as the StitchCo project, a joint venture of Ontario Works and Superior Skills.

ANALYSIS

Several months ago, City staff from Engineering and Planning, Public Works & Transportation, and Social Services met with Algoma District School Board officials to discuss possible uses for this property.

Etienne Brule School Community Partnership Project

2015 06 22

Page 2.

As a result of that and subsequent meetings, the attached conceptual plan was prepared which identifies a number of community uses that would benefit the surrounding community while being complementary to the continued use of the building as an educational institution.

Fundamental to the proposal is that the City takes responsibility for the portion of the property upon which the community uses would be located. The Algoma District School Board will continue to own all of the property and be responsible for the building and remainder of the site. Each of the proposed uses is described below.

Under the proposed arrangement, the City will be responsible for:

Hub Trail Spoke – As part of the International Bridge Plaza redevelopment, a portion of the Hub Trail is being relocated to the south side of Albert Street West from Carmen's Way to Huron Street. This off-road pathway with no driveway crossings will be a significant improvement over the existing Queen Street route. It is proposed that this trail be extended through the Etienne Brûlé School property to connect with the bike pump track to be constructed next year at Esposito Park. This spoke was identified as a priority project in the Canal District Neighbourhood Plan approved last year and will help to integrate the James Street area with the downtown and waterfront.

Playground – The Captain Nicola Goddard Park was constructed in 2007 and continues to be well used outside of regular school hours. Given the lack of playground facilities in this area, it is appropriate that the City assume responsibility for the playground for the community as the school no longer houses a JK-8 population in the building.

Basketball Courts - The two basketball courts located on the property are in excellent condition and are also well used outside of regular school hours. New backboards and one new post will be required. Given that this is an important neighbourhood recreational resource, it is recommended that the City accept responsibility for the ongoing maintenance.

Community Garden – The Mill Market community garden was established last year at Esposito Park and ADSB has agreed to provide a permanent home for the garden on the Etienne Brûlé property. As a community use, it is proposed that the garden be located on that portion of the property that the City is responsible for although Mill Market will continue to be responsible for the day-to-day operation of the garden. This will be the subject of a separate agreement.

Urban Orchard – There is an opportunity to secure funding through Ontario Works or CN's EcoConnexions Program to establish an urban orchard in Sault Ste. Marie. Both Ontario Works and ADSB have expressed interest in pursuing this project as an educational and training initiative with anticipated positive economic benefits for Ontario Works recipients. PWT has committed to planting

Etienne Brule School Community Partnership Project

2015 06 22

Page 3.

the orchard and providing occasional technical assistance as part of an ongoing educational program.

Sugar Bush - There may also be additional funding available to establish a sugar maple stand of trees on the property. This would also be part of a cooperative educational initiative in conjunction with the urban orchard.

Under the proposed arrangement, ADSB will be responsible for:

Athletic Field – The existing athletic field will remain the responsibility of ADSB and available for use by the community.

First Nations Spirit Garden – There is considerable interest in working with the Urban Aboriginal Program and the Indian Friendship Center to establish a spiritual garden to better recognize the culture, traditions and needs of First Nations people living in the community. ADSB will be exploring this opportunity further in the new year.

Greenhouse – ADSB is currently pursuing grant funding to construct a greenhouse addition to the existing building. This will provide further educational programming opportunities including outdoor education and cultural/historical teachings.

ADSB will also continue to be responsible for the building, driveway, parking and other areas.

IMPACT

The various components of this project will be constructed as funding permits.

The cost of extending the Hub Trail from Huron Street to John Street is approximately \$160,000 which includes lighting through the Etienne Brûlé property. The Engineering and Finance Departments have identified available funding from the unallocated capital surplus.

Additional funding opportunities will be pursued over the next few months including the recently announced CIP150 Program, Ontario Trillium Fund, local service organizations and the private sector.

If approved, construction of the Hub Trail portion would occur in 2016.

The ongoing maintenance cost to the City if all components are constructed is estimated at \$10,000 annually based on monthly inspections and repairs to the playground and tennis courts, biweekly grass cutting, seasonal treatment and trimming of the orchard trees and maple forest area, and regular cleaning and repairs of the Hub Trail.

Etienne Brule School Community Partnership Project

2015 06 22

Page 4.

STRATEGIC PLAN

This project significantly contributes to the Enhancing Quality of Life focus of the City's Corporate Strategic Plan. Specifically, this project implements the Downtown Development Initiative, Hub Trail, Cycling Master Plan and Canal District Neighbourhood Plan initiatives.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planning Director dated 2015 06 22 be accepted and that City Council approve in principle the Etienne Brûlé School Community Partnership Project and

1. Request the Legal Department to prepare an appropriate agreement with the Algoma District School Board for those items identified as the City's responsibility.
2. Approve funds from the unallocated capital surplus for the construction of the Hub Trail spoke from Huron Street to John Street through the Etienne Brûlé property at a cost not to exceed \$160,000.
3. Approve an increase in the operating budget of \$10,000 to the PWT Parks Division ongoing maintenance budget once this project is complete.
4. Request City staff and appropriate community partners to explore all possible funding initiatives for this project and report to City Council no later than October 2015.

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner Engineering & Planning

DBM:ps

Attachment(s)





COUNCIL REPORT

June 22, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don McConnell, MCIP, RPP, Planning Director
DEPARTMENT: Engineering and Planning Department
RE: Old Garden River Road Technology Park Project

PURPOSE

The purpose of this report is to provide City Council with an update on developing the property behind the Sutherland building on Old Garden River Road as an information technology park and to request Council's approval to submit funding applications to both FedNor and NOHFC for financial assistance with the cost of servicing.

BACKGROUND

This property is part of the former Ministry of Transportation heavy equipment garage and service center. The City acquired this property in 2002 and rezoned the northern portion to permit information technology uses subject to a 10.7 m (35 foot) landscape buffer adjacent to the residentially zoned lands. The existing buildings on the property were later redeveloped as Fire Station #4 and EMS Centre.

In 2003, the City transferred the Old Garden River Road frontage to the Sault Ste. Marie Economic Development Corporation for construction of the Sutherland Business Process Outsourcing Centre. The City retained the rear 7.2 acres and an easement for the eventual extension of the municipal services and driveway.

In 2013, the Sault Ste. Marie Innovation Centre in partnership with the Sault Ste. Marie Economic Development Corporation retained consultants to determine the feasibility of developing a Tier 3 Data Centre in Sault Ste. Marie. Based on the results, a request for proposal process was undertaken to attract a data centre operator and begin an active dialogue with potential anchor tenants.

Both the Sault Ste. Marie Innovation Centre and the Sault Ste. Marie Economic Development Corporation now believe that there is a very high probability that a major data centre provider will establish a presence in Sault Ste. Marie. A

number of sites were considered during the analysis and the Old Garden River Road property best suits the requirements of a data centre.

ANALYSIS

The recommended development approach is to extend the driveway and services approximately 150 m which would place the entire property into a true “shovel ready” state. As this would exceed the property requirements of the potential data centre, the City will retain ownership of the remaining property which will be offered for sale to other information technology related uses as opportunities arise.

A preliminary site (attached) has been prepared with a total estimated budget of \$1,050,000 net HST.

Staff has held preliminary discussions with both FedNor and NOHFC. The City has been encouraged to submit applications for funding assistance on a 1/3 – 1/3 – 1/3 basis. Staff from both funding agencies indicated that this project aligns with current program priorities.

IMPACT

The City’s funding share can be taken from the Serviced Industrial Land Reserve. Funds from the sale of the property will be used to replenish this reserve in the future.

The development of this property will create significant additional property tax revenue to the municipality.

STRATEGIC PLAN

This project is consistent with Objective 3B of the Corporate Strategic Plan – Planning for the Future which requires the City to review the industrial land strategy to ensure adequate property for future development.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planning Director dated 2015 06 22 be accepted and that City Council authorize funding applications to FedNor and NOHFC for the extension of services for the Old Garden River Road Technology Park with the municipal funding share to be taken from the Serviced Industrial Land Reserve not to exceed \$350,000.

Old Garden River Road IT Park Project

2015 06 22

Page 3.

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

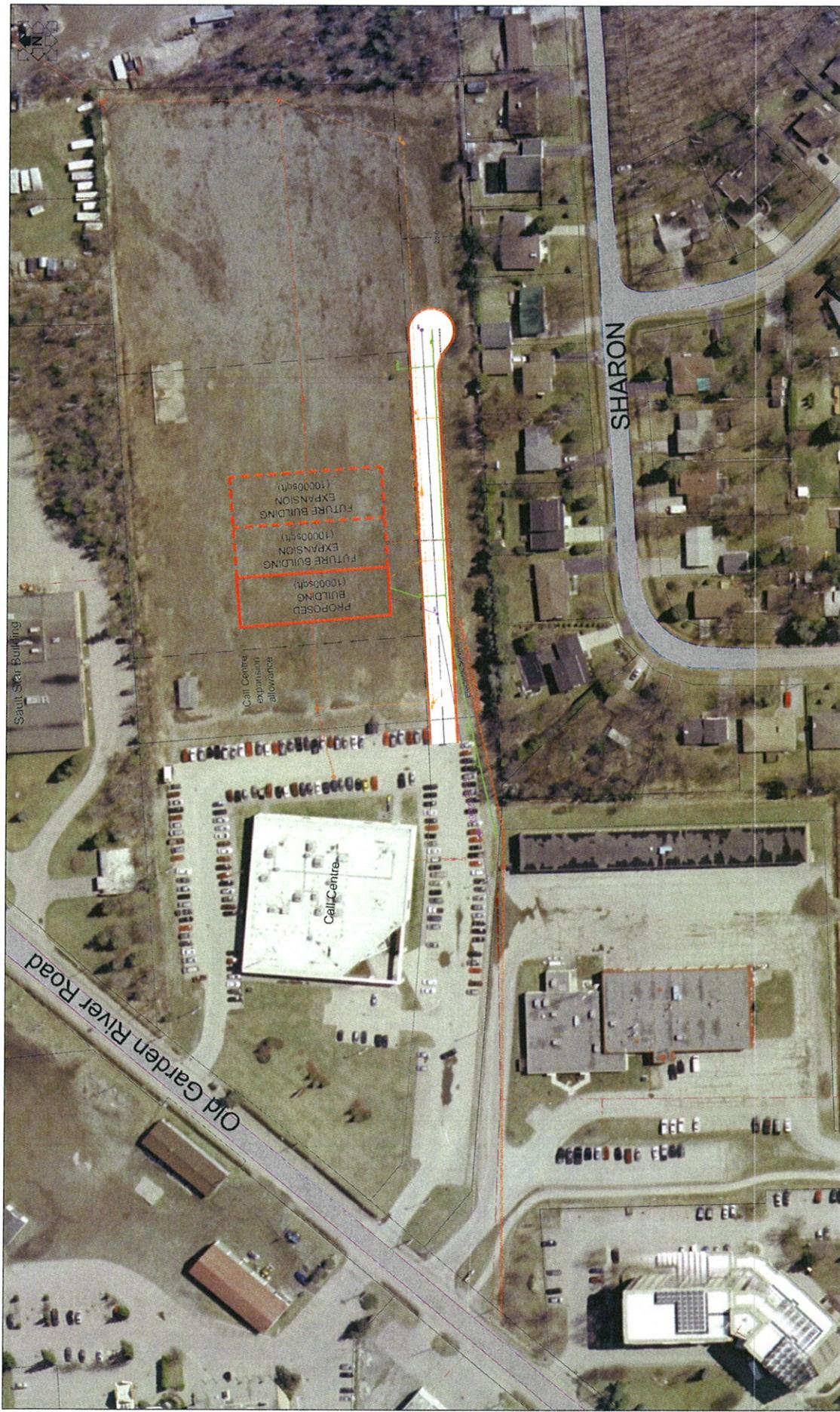
Recommended for approval,



Jerry Dolcetti, RPP
Commissioner Engineering & Planning

DBM:ps

Attachment(s)



Scale 1:1250
Date: April, 2015

**City of Sault Ste. Marie
Proposed Old Garden River Road Servicing Concept plan**



AECOM

AECOM Canada Ltd.
423 Waterford Street, Suite 200, Ottawa, Ontario, K2B 7K4
Toll-Free: 1-877-333-4334 | www.aecom.ca



COUNCIL REPORT

June 22, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Mike Figliola, Fire Chief
DEPARTMENT: Fire Services
RE: Update on the New Fire Chief's first 90 days

PURPOSE

The purpose of this report is to provide an update to council on the first 90 days of the new Fire Chief.

BACKGROUND

At the meeting of 2015 03 09, a brief presentation was made to Council on the present state of Fire Services from an organizational and functional point of view. At the end of that presentation, it was concluded that after having the opportunity for a more complete look at the entirety of the Fire Services and engage its members, a report to council would be prepared.

Group meetings with staff, Division by Division, Captains and Platoon Chiefs, have been held face to face as well as two Town Hall Meetings in Council Chambers to allow questions and answers between the Fire Chief and the members of the Fire Services.. A brief questionnaire was sent to all Staff, with a 72% response rate, which asked the following:

What are you most proud of to work for the City of Sault Ste. Marie and its Fire Service?

What needs to change and why?

What do you hope I do as Chief?

What are you most afraid I will do as Chief?

Additionally, input from the Senior Management Team was also solicited to further clarify the present state of Fire Services within the context of the overall Corporation.

Council has requested a Spending Review of all Departments.

ANALYSIS

Under the Fire Protection and Prevention Act, 1997 (FPPA), specifically Part II, Responsibility for Fire Protection Services,

Municipal responsibilities:

2. (1) Every municipality shall;

- (a) Establish a program in the municipality which must include public education with respect to fire safety and certain components of fire prevention: and
- (b) Provide such other fire protection services as it determines may be necessary in accordance with its needs and circumstances.

This has come to be known more commonly as the three lines of defense, in priority; **[1] Public Education** and **[2] Fire Prevention**, mandated under 2(1)(a) and **[3] Emergency Response** which is discretionary under 2(1)(b).

There is no record of a comprehensive Strategic, Business or Master Plan ever having been initiated and completed for Fire Services. Operationally, with a slight adjustment in 1968 and 1983 the model has remained unchanged for decades including the last iteration of the Defining and Regulating bylaw last reviewed in 2001.

A Business Plan will be prepared with recommendations for Council for October 1, 2015

Working Groups will be constituted to review, discuss and make recommendations in the various areas of the Plan (see attached).

The following is the breakdown of the Working Groups:

- Corporate and Organizational Effectiveness
- EMS Operations
- Fire Operations
- Public Education and Fire Prevention
- Training and Development
- Equipment, Facilities, Technology and Vehicles
- Health, Wellness and Team Building

The invitation is open to all members of Fire Services to sit on any committee and as many committees as they wish. This Participative Management exercise will enable all to have a direct say in the future direction of Fire Services.

IMPACT

A comprehensive Business Plan for Fire Services will identify present needs, efficiencies and provide a long term, forward looking and effective comprehensive plan by which to identify and develop solutions for the continuous on going needs now and into the future.

STRATEGIC PLAN

While not listed as specific item in the Strategic Plan, it does provide a general direction consistent with Strategic Direction 2: Delivering Excellent Services

RECOMMENDATION

It is, therefore, recommended that Council take the following action:

Resolved that the Report of the Fire Chief dated 2105 06 22 be received as information.

Respectfully submitted,

Recommended for approval



Mike Figliola
Fire Chief



COUNCIL REPORT

June 22, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Susan Hamilton Beach, P. Eng. Deputy Commissioner
DEPARTMENT: Public Works and Transportation Department
RE: 2015 Curb and Sidewalk Program

PURPOSE

The purpose of this report is to inform Council of the proposed 2015 curb and sidewalk program.

BACKGROUND

Each year the program is reported to Council, for their information. This year it is proposed that the program include approximately 675 square metres of sidewalk, 764 linear meters of curb and 2 accessibility ramps to improve curbs and sidewalks. Attached is the listing of the 2015 locations. The program represents approximately 0.14% of the curb inventory and 0.2% of the sidewalks maintained by the City. The budget for this program is \$404,276.

ANALYSIS

Typically, each year the program has been compiled from requests from Councillors, residents and staff. Budgetary constraints allow for a limited amount of work to be undertaken each year. It is necessary to prioritize the requests and normally not all requests can be accommodated. It should be noted, should funds be available once the identified program is complete, PWT will begin to replace the asphalt sidewalk on the west side of Elizabeth Street in front of Queen Elizabeth School. The remaining budget will determine the length of sidewalk replaced here in 2015.

IMPACT

The proposed program maximizes the assigned operational budget for curb and sidewalk work.

STRATEGIC PLAN

The sidewalk and curb repair program is not linked to any activity of the Corporate Strategic Plan.

Report to Council – 2015 Curb and Sidewalk Program

2015 06 22

Page 2.

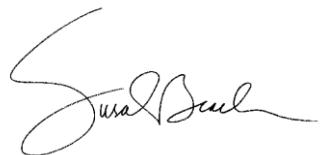
RECOMMENDATION

It is therefore recommended that Council take the following action:

“That the report of the Deputy Commissioner concerning the proposed 2015 curb and sidewalk program be received as information.”

Respectfully submitted,

Recommended for approval



Susan Hamilton Beach, P. Eng.
Deputy Commissioner PWT



Larry Girardi
Commissioner PWT

attachment

2015 Curb and Sidewalk

Repair Program

Address

10 CAESAR RD	166 GORE ST	401 LAKE ST
10 HEALY ST	166 PIM ST	402 CUMBERLAND AVE
100 HUNTINGTON PARK	1699 QUEEN ST E	403 GOULAIS AV
1016 NORTH ST	17 VARSITY AVE	407 FRANKLIN ST
1049 LAKE ST	170 LETCHER ST	42 CHAMBERS AVE
105 FLORWIN DR	172 CARUFEL AVE	42 HEALY ST
106 FLORWIN DR	188 CHURCHILL AVE	429 SUSSEX RD
1068 LAKE ST	196 PROMENADE DR	43 MARGARET ST
112 CAMPBELL AVE	197 CHAMBERS AVE	44 GREAT NORTHERN RD
113 GORE ST	199 BITONTI CRES	44 HUGILL ST
114 FLORWIN DR	20 ORION ST	441 ELIZABETH ST
115 GORE ST	204 HUGILL ST	45 PAGEANT DR
118 FLORWIN DR	211 MCMEEKEN ST	460 DONCASTER RD
12 GROSVENOR AVE	22 LASALLE CRT	461 BOUNDARY RD
12 WOODLAWN AVE	22 WAWANOSH AVE	47 PARKER AVE
120 LASALLE CRT	229 GREAT NORTHERN RD	472 DONCASTER RD
123 JOHNSON AVE	240 MCNABB ST	473 QUEEN ST
126 FLORWIN DR	26 IDAHO DRIVE	48 PRINCESS CRES
13 MARY AVE	268 SPADINA AVE	489 BAY ST
132 GORE ST	27 ARIZONA AVE	49 POZZEBON CRES
132 PILGRIM ST	271 REID ST	5 DURBAN RD
136 PILGRIM ST	277 NORTHERN AVE E	52 CAPP AVE
138 PIM ST	28 KINGSMOUNT BLVD	53 LAURA ST
141 WESTRIDGE RD	29 NORDEN CRES	56 FIELDS SQ
142 GROSVENOR AVE	29 TUCKETT ST	59 FIELDS SQ
146 TURNER AVE	316 MILLCREEK DR	59 HILL ST
147 BITONTI CRES	32 ASQUITH ST	59 INDIANA DR
147 WESTRIDGE RD	32 KINGSMOUNT BLVD	59 TRELAWNE AVE
148 HUGILL ST	320 MILLCREEK DR	6 NORTHRIDGE RD
149 WESTRIDGE RD	330 KORAH RD	61 NORTHRIDGE RD
151 BITONTI CRES	34 ROUTLEDGE AVE	62 BITONTI CRES
154 SPADINA AVE	348 BRUCE ST	62 WESTRIDGE RD
156 PROMENADE DR	363 BLOOR ST W	63 ROSSMORE RD
1569 WELLINGTON ST E	366 SHANNON RD	66 MARCH ST
1572 WELLINGTON ST E	374 JOHN ST	668 FARWELL TERR
16 CLERGUE ST	374 KORAH RD	67 ROSSMORE RD
16 FORT CREEK DR	384 BAY ST	67 WESTRIDGE RD
16 LASALLE CRT	384 SECOND LINE W	887 LAKE ST

1600 WELLINGTON ST E	4 BRETON RD	9 BRETON RD
676 FARWELL TERR	40 BIRCHLAND CRT	9 LANGDON CRES
678 GOULAIIS AVE	81 ATLAS ST	913 BONNEY ST
68 CHURCHILL BLVD	82 ARDEN ST	95 ESTELLE ST
696 FARWELL TERR	82 NORTHRIDGE RD	97 ASQUITH ST
70 EAST ST	82 POZZEBON CRES	97 QUEENSGATE BLVD
71 CAMPBELL AVE	83 HEATH RD	85 NICHOL AVE
78 ELGIN ST	83 PROMENADE DR	975 NORTH ST
HUGHES ST @ALBERT ST	85 BROADVIEW ST	85 MCCREA ST
99 LAURA ST		

Program Totals

Sidewalk Length ***675 metres***

Curb Length ***764 metres***

Concrete Volume ***225 metres³***

***Accessibility Ramps in
Red***



COUNCIL REPORT

June 22, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Peter Tonazzo, MCIP, RPP, Planner
DEPARTMENT: Engineering and Planning Department
RE: A-12-15-Z – 342-346 John Street

PURPOSE

The applicant, 1890798 Ontario Inc. (c/o Carlo Bumbacco and Jim Brogno) is requesting a rezoning to facilitate the conversion of the existing building from a church to an apartment building consisting of 25 units.

PROPOSED CHANGE

The applicant is requesting a rezoning from "R3" (Low Density Residential Zone) to "R4" (Medium Density Residential Zone) in order to permit the existing building to be converted to an apartment building consisting of twenty five (25) dwelling units.

Subject Property:

- Location – The subject property is located on the northeast corner of John Street and St. George's Avenue West, civic no. 342/346 John Street.
- Size – The irregularly shaped 'through lot' has approximately 38.5m (126') frontage on John Street, 81m (266') along St. Georges Ave. West, and 38m (124.7') along Bush Street, totalling 0.28ha (0.7acres)
- Present Use – Vacant – Formerly John Wesley United Church
- Owner – 1890798 Ontario Inc. (c/o Carlo Bumbacco & Jim Brogno)

BACKGROUND

In 1997 Council approved a rezoning by way of a special exception to permit a daycare facility in addition to the church use. With the passing of a new zoning by-law in 2005, the special exception was removed as the current Low Density Residential Zoning permits among other things, a church and daycare facility.

At the request of the applicants, this application was deferred by Council on May 25, 2015. The applicants initially applied to develop approximately 20 dwelling units within the existing building. Since filing the application, the applicants hired a qualified designer who estimated that 25 dwelling units could be located within the existing building. As such, the original request of 20-units was amended to 25-units and new public notices were distributed in accordance with the Planning Act.

ANALYSIS

Conformity with the Official Plan (OP)

The subject property is designated ‘Residential’ on Land Use Schedule ‘C’ of the Official Plan. There exist a number of Residential Policies within the Official Plan which support the applicants’ proposal to repurpose the former John Wesley United Church to accommodate 25 self-contained dwelling units:

R.2 Low and high density development should be integrated and compatible in density, height and building setbacks. Generally, high density development shall be restricted to major arterial streets and areas abutting the downtown core.

The aforementioned policy contains two (2) principles which apply to and support this application.

First, there must be regard for ensuring that this development is integrated and compatible with the surrounding area, in terms of density, height and building setbacks. The applicants are proposing no change to the building envelope. Therefore the existing footprint and height of the building will be unaltered. Not only is the building within the character of the surrounding area, built in 1960 and then expanded in 1966, this building is in fact part of the character of this older, mixed use neighbourhood.

Second, high density development should generally be restricted to major arterial streets and areas abutting the downtown core. This portion of St. George’s Avenue West is identified on Transportation Schedule D as an Arterial Street. This portion of John Street is identified as a Collector Street. Finally, the subject property is located in close proximity to the downtown core of the community.

R.4 Small scale intensification may be permitted in all residential areas unless adequate supporting infrastructure is not available or significant physical constraints exist.

R.5 Small scale residential intensification may include, but not be limited to, rooming, boarding and lodging houses, apartments in houses, infill development and redevelopment.

The aforementioned Official Plan Policies R.4 and R.5 speak to the concept of ‘residential intensification.’ R.5 defines ‘small scale residential intensification’ as including, but not being limited to boarding and lodging houses, apartments in houses, infill development and redevelopment. In this particular case, the applicants’ proposal represents an ‘infill development’ and ‘redevelopment’ of an existing building. Policy R.4 clearly supports small scale residential intensification in all areas unless adequate supporting infrastructure is not available or significant physical constraints exists. Based on a preliminary review, the trunk sewer system appears to have adequate capacity, however the private laterals servicing the subject property may need to be upgraded, which is often the case in redevelopment proposals of this nature. The ‘adequate supporting infrastructure’ noted in Policy R4 refers to the public or trunk services located within the public right of way, rather than private laterals which tie into buildings.

Policy R.4 also requires a review of any significant physical constraints on the subject property. A western portion of the subject property adjacent to John Street consisting of +/-15m (+/-49') is identified as the ‘Steelton Specific Flood Area’. As per Section 4.4 of the OP “*the nature of the flooding in these areas is similar to that experienced in the Flood Fringe or can be made to reflect these conditions when certain improvements are completed.*” Official Plan Policy SA.3 speaks specifically to the ‘Steelton Flood Area’, noting “*the improvements which resolve the flooding problem are identified by the municipality, with the technical advice of the Conservation Authority and the Ministry of Natural Resources and are proposed as a public project and provided when possible. Further, there are no openings to buildings below the elevations established in the Conservation Authority’s Fort Creek Watershed Appraisal.*” The attached correspondence from the Conservation Authority notes that in this case no openings may be located below 183m C.G.D., which is the current elevation at the corner of John Street and St. George’s Avenue West. There are existing basement windows and the applicants are planning to include basement dwelling units. Based on site visits and discussions with the Conservation Authority, it appears that the bottoms of the windows are above the elevation of the roadways (183m C.G.D.).

The ongoing Fort Creek Aqueduct project has mitigated part of the flooding threat. Further phases to the Fort Creek Aqueduct project are intended to eventually eliminate the flooding risk to the Steelton Area. According to the Corporate Strategic Plan, the Fort Creek Aqueduct project is anticipated to be completed in 2021.

Notwithstanding the Fort Creek Aqueduct project, the applicants will be required to hire a qualified professional to incorporate flood proof protection measures, such as ‘window wells’ around any effected basement windows, to the satisfaction of the Sault Ste. Marie Region Conservation Authority, prior to the issuance of a building permit.

Although potential flooding is a significant physical constraint, there are a variety of solutions available to overcome the immediate risk. Work to-date on the Fort Creek Aqueduct project has reduced some of the risk, and will eventually eliminate the risk upon completion.

To conclude, it is Planning staff's opinion that this application is supported by a variety of policies contained within the current Official Plan. It is also Planning's opinion that this application meets the Provincial Policy Statement 2014, especially as it relates to appropriate residential intensification, infill development and redevelopment.

Comments

The applicants Carl Bumbacco and Jim Brogno, are seeking Council's approval to rezone the subject property to accommodate 25 self-contained dwelling units within the existing building. Formerly the John Wesley United Church, the subject property is a 'through lot', with frontage on John Street, St. George's Avenue and Bush Street. The character of the surrounding area is mixed, consisting of primarily residential to the north and east, and commercial to the south and west. Although the majority of the residences to the north and east are single detached residential, based on current assessment data, many have converted or intensified to include second and third dwelling units. In recognizing this trend, when Zoning By-law 2005-150 was passed in 2005, the Low Density Residential Zone (R3) was applied to these traditional neighbourhoods, thereby permitting, without the need for rezoning, duplex dwellings, triplex dwellings, and multiple attached dwellings.

The subject property is ideally located at the interface between the residential areas to the north and the primarily commercial areas to the south.

Referring to the applicants' site plan attached, the current building footprint, height and lot layout will remain largely unchanged. Vehicular access to the site will remain the same, with one access onto St. Georges Avenue and two accesses onto Bush Street. The parking area currently accommodates 38 parking spaces. The Zoning By-law requires 1.25 spaces per dwelling unit. Based upon 25 dwelling units, the required parking for the site is 31 spaces, 6 of which must be barrier free. The applicants are proposing to locate a total of 38 parking spaces, with 6 barrier free parking spaces. Overall, the parking provided will exceed minimum requirements.

At this point in time there is no outdoor amenity space on the subject property. In discussions with staff, the applicant has agreed to transform a portion of the property along John Street (shown on the attached site plan) to accommodate an outdoor amenity area. The area will be approximately 25.3m x 14m (83'x46') totalling approximately 354.2m² (3818ft²), representing approximately 12.5% of the total site area. The on-site amenity area will be geared toward passive forms

of recreation. Morin Street Park is located relatively close to the subject property, (approximately 400m) and is easily accessible via Bush Street and York Street, which are relatively quiet local residential streets with sidewalks on one side.

Currently, the eastern portion of the parking area, adjacent to the Bush Street frontage, is paved right to the curb. This paving gives the parking area more of a commercial look from the east. It is recommended that as a condition of approval, the applicants be required to create a landscaped strip along the Bush Street frontage, as shown on the attached site plan labelled "Recommended Landscaping". The landscaped area would require the removal of 4 parking spaces, which are surplus. The result would be a landscaped buffer which would be much more in character with the surrounding area, and a residential use.

The additional landscaping along John Street and Bush Street will increase the landscaped open space to over 30%, which is the minimum required for apartment buildings.

There is an existing fence along the northern lot line between the parking area and the abutting single detached residence to the north. This fence will provide an adequate buffer between both uses.

There was a laneway traversing the parking lot from St. George's to Cornwall Street. Based upon city records, the portion of the laneway traversing the parking lot was closed and transferred, however the remainder of the laneway between the north lot line of the subject property and Cornwall Street remains open.

Given the existing building and site layout dates back to the 60's, there are a number of variances required to legalize the current layout of the property. More specifically:

1. Front Yard Setback (John St.) – From 7.5m to 0.5m
2. Exterior Side Yard Setback (St. Georges Ave.) – From 6m to 1.2m
3. Interior Side Yard (north lot line) – From 3m to 1.8m

A variance is also required to permit required parking to be located within a required exterior side yard.

Consultation

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

- See attached letters – Building Division, Engineering Dept., PUC Services, Sault Ste. Marie Region Conservation Authority
- No objections/comments – Municipal Heritage Committee, EDC, PWT, Fire Services, Accessibility Advisory Committee

Correspondence from the Building Division notes that a Record of Site Condition will be required as part of the Building Permit process.

The Engineering Division notes that the existing lateral and interior plumbing within the building should be reviewed by a Professional Engineer in regards to capacity and feasibility for the intended use. Such requirements will be part of the building permit process.

PUC Services Inc. notes further review is required to determine whether or not the current 19mm water service lateral is adequate to support the intended use. Such a review will also be part of the building permit process.

Up to the drafting of this report, nine (9) letters from neighbours (attached) have been received, including one (1) letter of support, (2 letters simply requesting a Notice of Decision, and six (6) letters of objection. Comments received from both the original and amended request have been attached.

Generally, neighbour concerns can be summarized as follows:

Increased Noise

Increased noise in association with the proposed apartment building is cited by many as a major concern. The former church use was intermittent, with the heaviest usage generally restricted to weekends. During the majority of the week, the church was largely vacant, with the exception of smaller groups such as Boy Scouts utilizing a portion of the building. Although the proposed residential use of the property will be regular and ongoing, the residential use will be generally less intensive than that of the church during services. Furthermore, off-site impacts such as noise from the apartment building will be of a residential nature.

Increased Traffic/Traffic Flow/Parking

Neighbours also expressed concerns associated with increased traffic to and from the subject property. In most cases neighbours indicate that St. Georges Avenue and John Street are already very busy, yet the neighbourhood streets to the north are very quiet. The main concern is that tenants and visitors will begin utilizing Bush Street as an alternative route north.

This portion of St. George's Avenue is classified as an Arterial Street on Transportation Schedule D of the Official Plan. According to the Official Plan, 'Arterial Streets are designed to facilitate the safe movement of large volumes of traffic at a moderate rate of speed over extended distances.'

This portion of John Street is classified as a Collector Street. According to the Official Plan, 'Collector Streets are designed to facilitate the safe movement of

traffic from residential, commercial and industrial areas to or from the arterial street network.'

According to PWT traffic counts; this portion of John Street accommodates approximately 3,000 vehicles per day, and St. George's Avenue accommodates approximately 10,000 vehicles per day. Both of these streets can accommodate the traffic generated from the proposed apartments. Furthermore, accessing St. George's via either the parking lot or Bush Street does not appear to be an issue. The nearby lights at John Street have the effect of creating gaps in the traffic flow that will allow for access opportunities.

It is recognized that the neighbourhood to the north and east is fairly quiet with minimal traffic. These streets are classified in the Official Plan as 'Local Streets', 'designed to facilitate the safe movement of traffic within a residential area...' Some may choose to utilize Bush Street as an alternative route north, however the total traffic generated from a 25-unit apartment building will be minimal. Furthermore, it is anticipated that the majority of traffic coming to and from the site will utilize St. George's Avenue and John Street.

Finally, Public Works and Traffic, have commented that they have no concerns with this application.

Concerns Associated with the Laneway

There were also concerns associated with the laneway, which commences at the north lot line adjacent to where the barrier free parking spaces are proposed, and runs north several blocks. Concerns are based upon an increase in foot traffic through the laneway, and the types of people that may frequent the laneway. Although the applicants may choose to erect a fence across the southern end of the laneway, from a 'pedestrianism' perspective, this is not recommended as a condition of approval. The laneway should continue to offer an alternative north/south walking route for the neighbourhood.

Impacts to Water and Sewer Systems on Bush Street

Several neighbours indicated concerns with the 'aging infrastructure' along Bush Street, and what impacts the 25-unit apartment building could have upon existing water and sewer services in this area. The building is currently tied into water and sewer services on St. George's Avenue. Engineering staff has conducted a preliminary review and there appears to be adequate sewer capacity to handle the proposed 25-unit apartment building. The applicants will be required to verify water and sewer capacity prior to the issuance of a building permit.

IMPACT

If approved, this development is eligible to receive tax rebates under the Rental Housing Community Improvement Plan. It is also recognized that higher development densities are more efficiently serviced by the municipality.

STRATEGIC PLAN

Approval of this application is not directly linked to any policies contained within the Corporate Strategic Plan.

SUMMARY

This application represents an appropriate reuse of an existing building, which has a number of interesting architectural features not found in new construction. The current layout of the site and building dates back to the 60's and forms an integral part of the character of this well established area. For this reason, it is recommended that conditions of approval be such that development shall occur within the existing building envelope. Although it is recognized that exterior alterations (such as new windows) may be required to meet the Ontario Building Code, it is recommended that provisions be put in place to restrict expanding the building's footprint or height. Rather than rezone the subject property from R3 to R4, it is recommended that the underlying zoning remain R3, which will help to alleviate some neighbour concerns related to the uses permitted in an R4 zone, namely apartment buildings up to five (5) storeys.

The subject property is located at the interface between the well-established, primarily single detached residential area to the north and west, and the Steelton commercial area to the south and west. From a land use perspective, the proposed repurposing of the building to include 25 dwelling units is appropriate; however it is recommended that by way of a special exception, the total number of units be limited to not more than 25.

It is also recommended that as a condition of approval the applicants be required to increase the existing green space and landscaping upon the subject property. The northwest portion of the property fronting onto John Street should be developed as a passive outdoor amenity area, and a fence should be installed along the northern portion of the green space, in accordance with the fencing provisions outlined in the Zoning By-law. This fence will create a buffer between the green space and the abutting neighbour to the north. It is also recommended that the applicants create a landscaped strip along the Bush Street frontage, which will create a streetscape that is more in character with the well-established neighbourhood. It is recommended that Council deem the property subject to Site Plan Control in order to facilitate the implementation of these features.

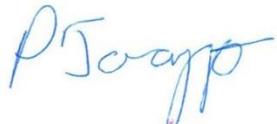
RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the Report of the Planner, dated 2015 06 22 be accepted as information and that Council rezones the subject property from R.3 (Low Density Residential Zone) to R3.S (Low Density Residential Zone) with a Special Exception outlining the following provisions:

1. That in addition to the uses permitted in an R.3 zone, that an apartment building be permitted, consisting of not more than 25 dwelling units.
2. That the existing building footprint and height not be expanded in any way.
3. That additional landscaping be provided within the northwestern portion of the subject property, adjacent to John Street, as shown on the applicants site plan.
4. That a fence be erected and maintained along the northern portion of the landscaped area adjacent to John Street, in accordance with the provisions of Zoning By-law 2005-150.
5. That a landscaped strip be provided along the Bush Street frontage, to the satisfaction of the Planning Director.
6. That the Front Yard Setback (John St.) be reduced to 0.5m.
7. That the exterior side yard setback (St. Georges) be reduced to 1.2m.
8. That the interior side yard setback (north lot line) be reduced to 1.8m.
9. That required parking be permitted in the required exterior side yard.
10. That the property be deemed subject to Site Plan Control, pursuant to Section 41 of the Planning Act.

Respectfully submitted,



Peter Tonazzo, MCIP, RPP
Planner

Recommended for approval



Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval



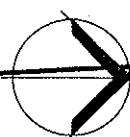
Jerry Dolcetti, RPP
Commission Engineering & Planning

PT:ps

Attachment(s)

LOT 170

LOT 171



BUSH STREET

JOHN STREET

EXISTING GREEN
SPACE TO BE
MAINTAINED

NEWLY
DEVELOPED
GREENSPACE

JOHN WESLEY
UNITED CHURCH

ST. GEORGES AVENUE

LANE CLOSED

PLANNED FREE PARKING SPACE	ACCESS TO EXISTING FREE PARKING SPACE	EXISTING FREE PARKING SPACE	WALK ACCESS TO EXISTING FREE PARKING SPACE	WALK ACCESS TO NEWLY DEVELOPED FREE PARKING SPACE	SACRED SPACE ACCESS TO FREE PARKING SPACE	SACRED SPACE ACCESS TO NEWLY DEVELOPED FREE PARKING SPACE
10' (3m) [2.125m]	7'-5" [2.25m]	10' (3m)	7'-5" [2.25m]	10' (3m)	7'-5" [2.25m]	10' (3m)

NOTES:

- 1) ALL SETBACKS ARE TO REMAIN THE SAME AS BUILDING ENVELOPE TO REMAIN THE SAME.
- 2) PARKING IS BASED ON 25 ONE BEDROOM UNITS WITH 3 BARRIER FREE UNITS.
- 3) SIDE WALKS AND GREEN AREAS TO REMAIN UNCHANGED.
- 4) MAIN DRIVEWAY FOR COMPLEX IS OFF OF BUSH STREET AND ST GEORGES

SILVER LINING Engineers		Drawn by TS	SILVER LINING ENGINEERS 1345 Peoples Road Sault Ste. Marie, Ontario		
Title 346 JOHN STREET, INITIAL SITE PLAN	Drawing Number SITE-1	Revision B	Scale NTS	Date 21 MAY 2015	PROJECT 346 JOHN STREET - CONVERSION SAULT STE. MARIE, ONTARIO

LOT 170

Fence
V
Y

A decorative vertical border element consisting of a series of small, stylized, cross-like or knot-like symbols arranged in a repeating pattern along a vertical axis.

XIMEN

DEVELOPED
GREENSPACE

JOHN STREET

EXISTING GREEN SPACE TO BE MAINTAINED

JOHN WESLEY
UNITED CHURCH

ST. GEORGES AVENUE

NOTES:

1) ALL SETBACKS ARE TO REMAIN THE SAME AS BUILDING ENVELOPE TO REMAIN THE SAME

2) PARKING IS BASED ON 35 ONE BEDROOM UNITS WITH A 1 CAR PARKING SPOT

Recommended Landscaping



Site Plan
346 JOHN STREET, MTL

INITIAL	Drawn by TS
Scale NTS	Date 21 MAY 2000

SILVER LINING ENGINEERS
1346 Peoples Road
Sault Ste. Marie, Ontario
PROJECT
346 JOHN STREET - CONVERSION
SAULT STE. MARIE, ONTARIO

LOT 171

LANE CLOSED

Page 136 of 237

BUSH STREET

Pat Schinners

From: Marlene McKinnon <MMcKinnon@ssmrca.ca>
Sent: Tuesday, May 26, 2015 11:42 AM
To: Pat Schinners
Subject: SSMRCA Reponse - A-12-15-Z - 342-346 John Street

May 26, 2015

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

Conservation Authority Comments:

Application # A-12-15-Z

**1890798 Ont. Inc. c/o Carl Bumbacco, Jim Brogno
342/346 John Street
Sault Ste. Marie**

The Conservation Authority has reviewed the proposed redevelopment of subject property and we have the following comments.

1. The property is located within the SSMRCA's jurisdiction. A development permit is required before commencing any construction, filling and redevelopment work.
2. The regional flood elevation is observed as **183.00 m C.G.D.** at west side of this property. The associated threat from Fort Creek Channel in this regulated area is primarily flooding. The site may be susceptible to flooding from less than 1/100 year flood. Existing structure must be redeveloped above regional flood level (**183.00 m C.G.D.**) and there should not be any opening below this elevation.
3. Some portion seems located in flood plain and 15 m setbacks. The SSMRCA will either require foundation, footing and wall design or flood proof protection measures and detailed site plan from a qualified professional structural engineer.
4. All electrical panels, circuits, outlets and permanently installed electrical equipment are to be located at least 0.3 metres (1ft) above 183.00 m C.G.D elevation.

Anjum Amin, P.Eng.
Water Resources Engineer

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

Sincerely,

M. A. McKinnon, CGS

Pat Schinners

From: Peter Tonazzo
Sent: Thursday, April 30, 2015 2:55 PM
To: Pat Schinners
Subject: FW: Re-Zonning Application A-12-15-Z / (Carl Bumbacco & Jim Brogno)

From: Francois Couture
Sent: Thursday, April 30, 2015 2:55 PM
To: Peter Tonazzo
Subject: Re-Zonning Application A-12-15-Z / (Carl Bumbacco & Jim Brogno)

Good afternoon Peter,

The Change in Property Use will cause the site to be under the Brownfield Site therefore requiring a Record of Site Condition. In 1979 there was a registered letter sent to the owner advising that the City approved a conveyance of a public laneway, this conveyance was subject to the retention of an easement for municipal water mains, storm and sanitary sewers. It is to allow the construction of a canopy which protrudes over the former laneway and easement area. The owners were also advised that in the event of an emergency repair, it may be necessary for the church to remove the canopy to allow such repairs to proceed. There is also an un-finalized permit # 0029245 (Install center partition in Basement for Resource Centre)

Hope this information is sufficient.

Francois.

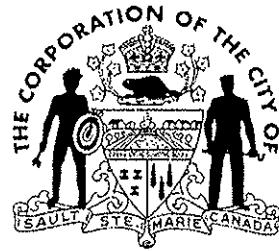
Francois Couture, cbc0
Co-ordinator of Plans Examination &
By-Law Enforcement Officer for
The Corporation of the City of
Sault Ste. Marie, Ontario

99 Foster Drive
5th Floor, Building Division
Sault Ste. Marie, Ontario
Canada, P6A 5X6

Tel: (705) 541-7335
Fax: (705) 541-7165
E-mail: f.couture@cityssm.on.ca

Jerry D. Dolcetti, RPP
Commissioner

Daniel Perri, EIT
Engineering Intern



ENGINEERING & PLANNING
DEPARTMENT

Engineering & Construction Division

2015 04 28

Our File: A-12-15-Z

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

RE: **A-12-15-Z – 342/346 JOHN STREET
REQUEST FOR AN AMENDMENT TO THE ZONING BY-LAW**

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

- The existing lateral and plumbing in the buildings should be reviewed by a Professional Engineer in regards to capacity and feasibility for the intended use.

Yours truly,

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

Daniel Perri, EIT
Engineering Intern

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



April 27, 2015

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

emailed: p.schinners@cityssm.on.ca

Dear Sir:

**Re: Application A-12-15-Z
Request for an Amendment to the Zoning By-law
342/346 John Street**

Although we have no objections to the above noted rezoning application, we comment that our current records indicate a 19mm water service lateral to this lot. We therefore cannot speak to the adequacy of the servicing to meet Ontario Building Code and fire flow requirements for the proposed purpose.

The applicant should consult with the City Building Division on those matters. Should water servicing need to be upgraded, rates are in accordance with by-law rates published on our website.

Yours truly,

PUC SERVICES INC.

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

Rob Harten, P. Eng.
Manager of Engineering

RH*rh

Peter Tonazzo

From: Richard Ciotti [REDACTED]
Sent: Wednesday, May 06, 2015 11:54 AM
To: Peter Tonazzo
Subject: Application: A-12-15-Z

Hi Peter,... Hope all is well.

I am writing in regards to the application for rezoning of property located at 342/346 John Street. I received a notice from the City because of ownership of property across the street from the applicant. (373-375 John Street) I have no problems or worries about this request to rezone from R3 to R4, in order to facilitate the conversion of the church to 20 residential units.

I have the confidence in the Planning Department and Council, regardless of their decision to approve or deny the request.

If there are any changes to the application or recommendations made by City Council to affect further changes, I would appreciate to remain on the mail list for notification.

Thank you and all the best

Richard Ciotti
188 Carlbert Street
[REDACTED]

Sent from my iPad

05/06/2015

10:54 AM

Rachel Tyczinski

From: Peter Tonazzo
Sent: Monday, May 25, 2015 9:57 AM
To: Rachel Tyczinski
Subject: FW: A-12-15-Z

From: Sherry Beaton [mailto:[mailto:\[REDACTED\]](#)]
Sent: Saturday, May 23, 2015 5:06 PM
To: Peter Tonazzo
Subject: A-12-15-Z

Mr. Tonazzo,
Please accept this as my request to be notified as to the decision made by the city of Sault Ste. Marie with regard to
Application No A-12-15-Z, 324/346 John St.
Kind regards,
Sherry Beaton
342 Bush St.
Sault Ste Marie

Pat Schinners

From: Peter Tonazzo
Sent: Monday, June 01, 2015 10:01 AM
To: Pat Schinners
Subject: FW:

From: Herb Lash [mailto:[\[REDACTED\]](#)]

Sent: Monday, June 01, 2015 9:57 AM

To: Peter Tonazzo

Subject:

hi Peter:

please e mail me if proposed application A-12-15-Z

(church convert to apts) is approved or not.

Herbert lash

308 john street

sault ste. marie Ontario

p6c3j4

application #A-12-15-Z meeting is June 22/15.

Peter Tonazzo

From: JOSEPH BANICK [REDACTED]
Sent: Tuesday, May 12, 2015 3:36 PM
To: Peter Tonazzo
Subject: apartment building 1890798 ontario inc

name; joe banick
360 john st

Application file no;A-12-15-Z
Our concern is traffic flow in this already congested area.

Also a concern is removing a stately picturesque building and replacing with a non descript square or rectangular structure.
Plus a back lane exists and we would like it to remain accessible.

Joe Banick

Angela Speers
367 Bush Street
Sault Ste Marie, ON
P6C 3H1

[REDACTED]

May 14th, 2015-05-14

Peter Tonazzo
99 Foster Drive
Sault Ste Marie, ON
P6A 5X6

RE: Application Number: A-12-15-Z

Dear Mr. Tonazzo,

I am writing you today with concern for the proposed rezoning on John Street, application number A-12-15-Z by applicant: 1890798 Ontario Inc.

I feel this would have a significant, NEGATIVE impact on our neighbourhood. I am concerned with the increased traffic this would cause; the increased load on our sewer systems (this section of Bush Street has not been upgraded); if the building owner builds upwards there will be no privacy in our yards. I am also concerned with where the tenants would park, will they be street parking? How will this impact our property taxes?

As a parent of very young children, I fear for their safety! There are many young children in our neighbourhood and the increased traffic and people are very worrisome. Currently, our street is very quiet and I would love to see it stay that way!

In addition, I would like to be notified of the Council of the City of Sault Ste Marie's decision regarding this application.

Thank you for your time.

Sincerely,

Angela Speers

Rachel Tyczinski

From: Peter Tonazzo
Sent: Monday, May 25, 2015 9:58 AM
To: Rachel Tyczinski
Subject: FW: Pretty: file A-12-15-Z

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

From: Laurie Harris [mailto:]
Sent: Saturday, May 23, 2015 4:14 PM
To: Peter Tonazzo
Subject: Pretty: file A-12-15-Z

Peter Tonazzo

I am writing to with concerns about the proposed changes made to said property in application file A-12-15-Z. I have heard many different plans for this property and it has changed from a low density to medium density, I am opposed to all! I do not wish to live across the street from any apartment dwelling unit regardless of unit size. Not only does this interfere with my residence and what I wish, this is a super busy street/ intersection as is. Just two days ago I has a 3 car pile up in front of my house because people don't slow down, are in a rush and it's too busy, not to mention other areas of concern for this type of dwelling. This would majorly impact the neighbourhood as we know it and we don't want an apartment here! On another not the person who wishes to build has been pretty shady about his dealings and I am not comfortable with this planned proposal! Every one in the neighbourhood should be included and not everyone was.. Only a select few got handouts! It should be everyone!!!! We do not want this to happen! Please don't allow it!!!

Thank you
Laurie and Cliff Harris
71 st George's ave west


Sent from my iPad

Peter Tonazzo

From: judy hurley [REDACTED]
Sent: Sunday, May 24, 2015 9:07 AM
To: Peter Tonazzo
Subject: Rezoning A-12-15-Z-342/346 John St.

Firpm Mr. and Mrs. D Hurley
365 Bush St. S.S.Marie, P6C3H1

To Mr. P. Tonazzo,

I want to make it know that we are opposed to the increase in units requested in the rezoning application. We have lived by choice in this area for 34 years. It was chosen by what it offered. A quiet neighborhood of single family homes. Close to downtown yet a quiet residential area.

We raised a family of 5 children of which 2 are now raising their families in the immediate neighborhood. They came here because of the area.

Over the years things have changed. The people on these streets have not. If there has been a change it has been minor.

25 single units does not reflect this area.

My children used to be able to meet with friends, bike and walk. Knowing, everyone knew and had family someplace in this area. Unfortunately my 6 grandchildren (who live in this area) will not know that sense of community.

I hear my neighbors saying they want to move if this goes through. What happens to the quality of my life? Of my values? Of my property?

As it is now it takes me 10 minutes to get off Bush Street on to St. Georges to go east when I need to go to work. 25+ cars would make it more complicated.

There is no sidewalk nor parking on my side of the street. In the winter the streets are narrow with snow. When they clean the parking area where will the cars be parked? When no one obeys the parking signs I am at risk for getting out of my own driveway.

Privacy issues for home owners around this area are not considered. An existing lane behind us, transient behavior, short cutting through. Dogs? Garbage?

Yes I am happy with how it is here for me... Do I want to loose that? No!

I am sure in any area such as ours the cry would be the same.

I am not happy to hear that we as a neighborhood have been mislead by the total number of units going in from day 1. Also that not everyone in the area have been contacted by mail.

I am a firm believer in growth for all, benefit for all. Yet at the expense of all, no.

Thank you, Judy Hurley

Pat Schinners

From: Peter Tonazzo
Sent: Monday, June 01, 2015 3:55 PM
To: Pat Schinners
Subject: FW: Application #: A-12-15-Z (Applicant 1890798)

From: m graw [mailto:[\[REDACTED\]](#)]
Sent: Monday, June 01, 2015 3:27 PM
To: Peter Tonazzo
Subject: RE: Application #: A-12-15-Z (Applicant 1890798)

Monday, June 1, 2015

Peter Tonazzo

Planner, Planning Division

99 Foster Drive

Sault Ste. Marie, ON

P6A 5X6

Re: Application Number A-12-15-Z (Applicant: 1890798 Ontario Inc.)

Dear Mr. Tonazzo:

Please accept this letter as an objection for the conversion of the former John Wesley United Church into an apartment building. As a long time resident of this neighbourhood, one of the main reasons I live here is for the relative quiet of the area. I have recently been more aware of noise (talking, yelling, tires squawking, engines revving) from the Tim Horton's on the corner of John and St. Georges Avenue, and believe an apartment building would only add to the increasing noise and traffic of our once peaceful neighbourhood. We have a lot of older residents on our street, as well as new young families. I personally chose this area because activity at the church was predictable, and their business ended at a reasonable hour, so noise and vehicles were not a concern as we knew when the church services and their other weekly activities were over.

I live 2 doors down on the same side as the proposed apartments. My kitchen and bedroom windows face the parking lot both on the first and second floors. There have been some instances where the church was rented out on a Saturday night, and the talking, laughing and car doors slamming carries into my home. Am I now to live with my windows closed all year round? An apartment building would open up a whole new set of problems. There will not only be the noise of twenty five new resident families with their vehicles, but the

additional noise of visitors slamming car doors, smoking/visiting outside and traffic in and out of the parking lot at all hours of the day and night. As the mother of a four year old who goes to bed quite early, I would not be impressed. With increased vehicle traffic on a street that has had major increase since the Tim Horton's was established, I am also not happy with the speeds people travel down this residential street. I'm sure with an apartment building added to the mix, traffic will increase yet again.

I am already contemplating selling my home, (before any construction even starts) to escape the endless renovation I know will be needed to convert this old building. What about the workers, machinery, hammering, litter and debris this will cause while creating these 25 units. I'm sure asbestos kicked up from the renovations will be freely floating throughout the air during the hot summer months. I am very concerned about my aging water lines. My home was built in 1900. How will my water lines, sewage, etc., hold up to an additional 20 plus families taxing the aging infrastructure in this area?! Who will be held accountable? What about the property value in my neighbourhood? Who will buy my house if I ever do decide to sell, knowing there is a 25 unit apartment building only 2 doors down from the house? There is no barrier to even buffer noise between the church parking lot and my house.

We have an alley that runs from the church parking lot along the rear of our lots. You would have to be foolish to think there will not be increased foot traffic, litter and noise in and around that area. Will fences be provided to those homes who are open to the alley to minimize these concerns? I would be absolutely agreeable with a business or office building proposed for that building, knowing that the hours of operation would dictate a reasonable time for closure and reduction of noise. A 25 unit apartment will not be graciously welcomed in a neighbourhood well established as a more quiet, family friendly area. I cannot in good conscience agree with this proposal. The applicant should rethink the plans for this area. I do not believe an apartment building of this magnitude would be easily accepted here.

Since learning of this proposal I have been having a hard time processing this request. I lived in this house as a child, and 8 years ago reclaimed it in hopes of raising my family here. That is how strongly I feel about this neighbourhood. I have wonderful neighbours, it is a beautiful area, and I would be sorely disappointed to say the least if this project were to proceed. If possible, I would like to be informed of any and all decisions in regard to this matter. I am very concerned with this news, and hope an agreeable solution can be reached.

With sincerity and respect,

Melissa Grawbarger & Chad Vresk

357 Bush Street

Sault Ste. Marie, ON

P6C 3H1

(Redacted)

June 1, 2015.



Dear Mr. Peter Tonazzo;

In reference to 342/346 JOHN STREET

Application No.: A-12-15-Z

Applicant: 1890798 Ontario Inc.

I'M FULLY AGAINST THE REZONING FROM A "R3"(LOW DENSITY ZONE). (period)

I will also notify the aldermen of this ward as to my position.

Thankyou;

Sincerely

John zarechney

356 bush street

Sault ste. Marie,

P6C 3G9

Phone # ~~205-253-0589~~



2012 ORTHO PHOTO

342 JOHN STREET

Planning Application: A-12-15-Z



METRIC SCALE
1 : 2000

ROLL NUMBER
040-014-053-00

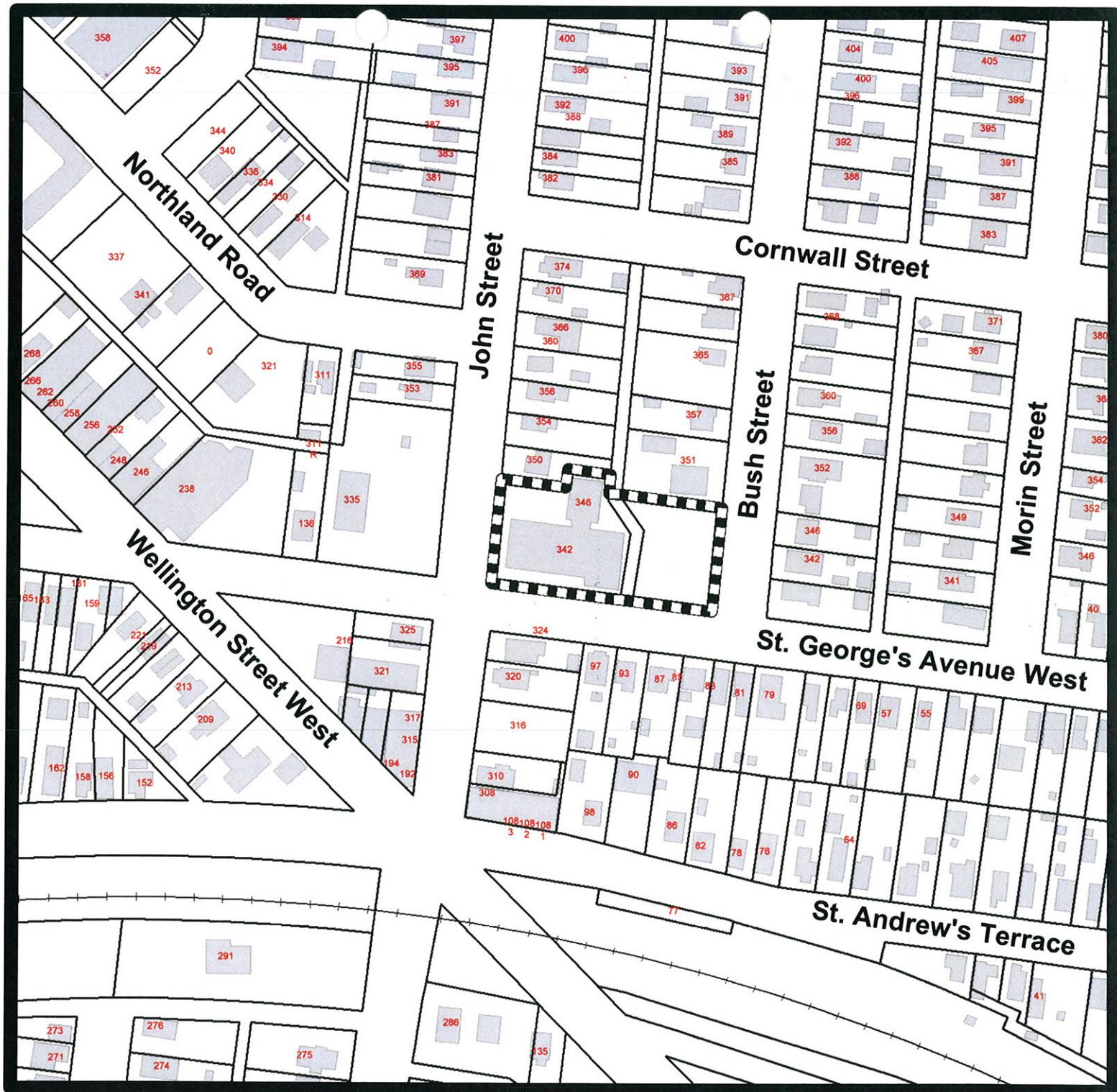
MAIL LABEL ID
A-12-15-Z

MAP NUMBERS
40 & 1-47

Legend



Subject Property = 342 John Street



SUBJECT PROPERTY MAP

342 JOHN STREET

Planning Application: A-12-15-Z



METRIC SCALE
1 : 2000

ROLL NUMBER
040-014-053-00

MAIL LABEL ID
A-12-15-Z

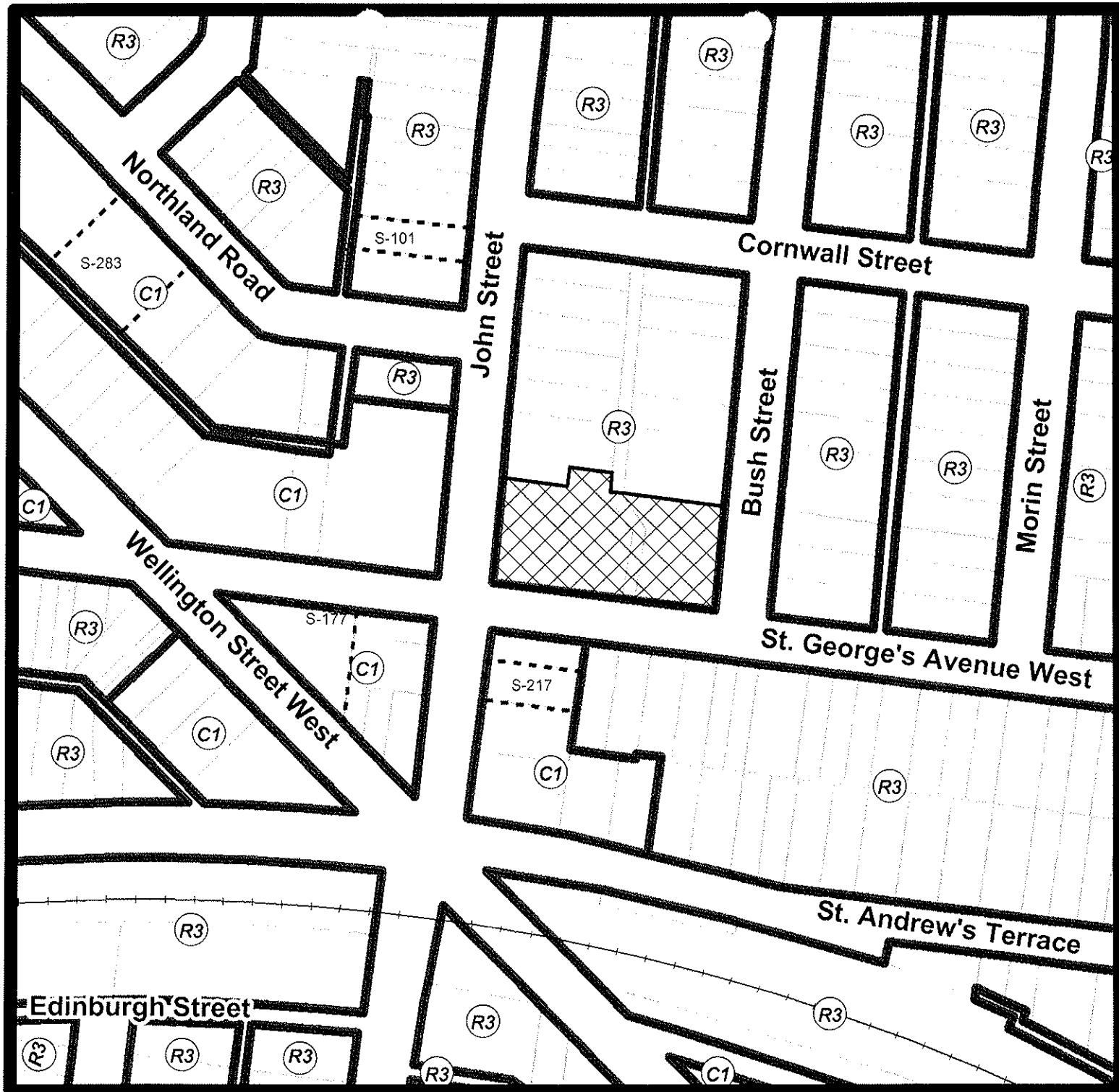
MAP NUMBERS
40 & 1-47

Legend



Subject Property = 342 John Street

Page 152 of 237



EXISTING ZONING MAP

342 JOHN STREET

Planning Application: A-12-15-Z



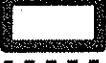
METRIC SCALE
1 : 2000



Subject Property = 342 John Street



R3 - Low Density Residential Zone



C1 - Traditional Commercial Zone



S-# = Special Zoning Bylaw

ROLL NUMBER
040-014-053-00

MAIL LABEL ID
A-12-15-Z

MAP NUMBERS
40 & 1-47

Cliff & Judi Halverson
 354 John Street
 Sault Ste. Marie, ON P6C 3J7
 (705-949-6584)

May 16, 2015



Attention: P. Schinners and/or P. Tonazzo
 Planning Division
 Corporation of the City of Sault Ste. Marie
 Civic Centre
 99 Foster Drive
 Sault Ste. Marie, ON P6A 5X6

To P. Schinners and/or P. Tonazzo

RECEIVED	
CITY CLERK	
JUN 16 2015	
NO.:	52901
DIST:	Agenda

Re: Application No. A-12-13-Z (Applicant 1890798 Ontario Inc.)

(Please note I am addressing this to the attention of both Peter Tonazzo and Pat Schinners because the revised mailed out Notice of Application received May 29th indicates that written submissions/inquiries should be directed to Peter Tonazzo whereas the Notice of Application appearing in Saturday, May 30th edition of the Sault Star indicates that written submissions/inquiries should be directed to Pat Schinners.)

Please accept this letter as our opposition to the request from Applicant 1890798 Ontario Inc. (c/o Carlo Bumbacco and Jim Brogno) to **rezone** the area from a "R3 Low Density Residential Zone" to a "R4 Medium Density Residential Zone" for the purpose to permit the conversion of the former John Wesley United Church into an apartment building consisting of approximately twenty-five (25) dwelling units.

Our main objection to this application is regarding the **number of apartment units** proposed. When we heard the building was purchased we naturally assumed the building would be converted into apartment units. We naively assumed something like 10, possibly 15 units, which we could "live" with but when the original Notice of Application dated May 25th was received and we saw that the applicants were requesting the installation of 20 (and now amended to 25) apartments, we were "blown away". **Twenty-five** apartments...we cannot get our mind wrapped around this many apartments to be built into the **existing** building.

Primary Concern

According the information received from Mr. Tonazzo "R4 zoning permits apartment buildings up to five (5) storeys and that the limitations on the total number of units that could be built in an R4 zone are not outlined in the zoning by-law. They are dictated by other factors such as the size of the site and servicing capacity."

Our biggest concern is that, upon gaining an R4 zoning and after further review and inspections, it will be determined by the applicants that to retrofit/convert the existing building, is cost prohibitive versus the cost to demolish it and erect a larger/taller structure with even more apartments. In talking to several residents within the area, that is what they fear as well. I realize in order to do this the applicants would be required to submit for another rezoning, but there it is, our biggest concern and fear. We (my husband & I) feel

anything above and beyond 25 units would be pushing it and would severely alter the character of the surrounding area.

Other Concerns

1. As stated above, the number of units proposed.
2. Increase in Traffic - We foresee an increase in traffic. John Street is already a very busy street and very heavily congested (especially the intersection of John & St. George's) during the peak hours due to Tim Hortons. During these times, getting in or out of our driveway is a chore. Also, when we purchased the house in 1976 there were very few families with young children, however, over time those demographics have changed and now there is a very high percentage of young families with young children and the higher volume of traffic could be dangerous.
3. Increase in Noise - believe it or not, after 7:00 pm in the winter months and 9:30 pm in the summer months, John Street is relatively quiet (subject to the odd motor vehicle driver and motorcyclist who rev up their motors, squeal their tires and use John Street as a race track). However, by adding approximately 40 extra permanent residents to the mix (I arrived at this figure by assuming 15 of these one bedroom apartments will have double occupancy = 30 people and the remaining 10 single occupancy = 10 for a total of 40 residents) and their visitors, there is going to be an increase in the noise level guaranteed. Plus, I'm assuming there will be a laundry facility within the complex, adding more noise and vented dryer debris floating around in the air. (I'm assuming these will be 25 **self-contained one-bedroom** dwelling units but according to Mr. Tonazzo regarding my inquiry about what types of apartments are being proposed, i.e., 1 bedroom, or a mix of 1 bedroom, studio & bachelor as of June 10th the applicants had not "determined the bedroom split that will encompass the apartments" but the revised site plan dated May 21, 2015, under 'Notes' does state that "parking is based on 25 one bedroom units).
4. Garbage - location of garbage dumpster(s), containment of said garbage and smells and flies emitting from the garbage (especially during summer months). Improper containment of garbage = rats! And pick-up of said garbage. Will the garbage be left for pick-up on the regular garbage day or will a metal container be provided that will be covered and picked up on a regular basis by a waste management contractor ... at a decent hour, hopefully. Presently the garbage pick-up for Tim Hortons and, I presume RJ's Market on Wellington Street, is done in the very early morning hours, like between 4:30 am and 6:00 am. Wakes us up every time.
5. Snow Removal - where will they be piling the snow? Not an issue before because the parking lot was virtually vacant except during church services but now there will be permanent vehicles. What about the snow water melt off? Is there a storm water/snow melt diversion plan?
6. Location of Water/Sewage Connection - my question to Mr. Tonazzo, Planner, was "where is the water/sewer connection for the existing building (John Street, St. George's Avenue or Bush Street)? His reply was "*The sewer service is currently from St. Georges Ave. I am still waiting to confirm with PUC, but I believe the water service is also from St. Georges Ave. If approved, the applicants may be required to install new services, depending upon the sizing of the current laterals. They will also be required to confirm there is downstream capacity to handle the new use.*" Can the existing water lines & sewage pipes withstand the usage of an added load of 25 new bathrooms/kitchen sinks? As it is, ever since the restructuring of John Street and the installation of the new water lines/sewage pipes, during extremely heavy

rainfall, the intersection of St. Georges Avenue and John Street have flooded to the extent that the manholes have popped off and the street had to be blocked off while emergency crews worked on the situation. In our 36 years residency prior to this restructuring we have never had any flooding, nor did we ever experience water leaking into our basement which we do now.

7. Barriers/Fencing - what kind of barriers/fences will be erected?

The only redeeming grace about this proposed project is that the applicants are considering blocking off the laneway. We already have a great deal of foot traffic in this laneway; we don't need any more.

Be advised that we do wish to be notified of the Council of the City of Sault Ste. Marie's decision to adopt or refuse the approval of this application.

Respectfully submitted

Cliff Halverson

Judi Halverson

E-Mail Copy to: R. Niro, Councillor for Ward 4
L. Turco, Councillor for Ward 4

Letter sent via e-mail and hard copy hand delivered to Civic Centre.

Rachel Tyczinski

Subject: FW: Proposed apartment building on John street

From: Basiljones [basiljones@shaw.ca]
Sent: June 17, 2015 11:31 AM
To: Lou Turco
Cc: Mayor Provenzano
Subject: Proposed apartment building on John street

Councilman Turco

We are residents on Morin Street and are abjectly opposed to the proposed apartment building on the corner of John Street. With the high volume of traffic, which is all ready insane at times due to Tim Hortons, we have a big concern about increased traffic which will undoubtedly use our side streets Bush, Cornwall and Morin.

There is very little room for car parking on any of the side streets for the local neighbours as it is and then add in more parking from the overflow from the apartment building. It will be a busy and noisy situation.

We live in a quiet residential area and like it that way. Please urge caution when deciding on changing things in our area as it affects the local neighbourhoods and not you.

I would appreciate conformation on receipt of this email. We have called and left our concerns with you as well. We want to make sure they are heard.

Sent from my iPad

Rachel Tyczinski

Subject: FW: PLANNING APPLICATION A-12-15-Z – 342/346 JOHN STREET

From: Allison Notte [<mailto:allybebe@hotmail.com>]

Sent: Monday, June 22, 2015 2:13 PM

To: Peter Tonazzo

Cc: Allison Notte; Brad Notte

Subject: RE: PLANNING APPLICATION A-12-15-Z – 342/346 JOHN STREET

June 22, 2015

Peter Tonazzo, Planning Division

Civic Centre, 99 Foster Drive

Sault Ste. Marie, ON

RE: PLANNING APPLICATION A-12-15-Z – 342/346 JOHN STREET

Dear Mr. Tonazzo:

I am sending this letter to let you know that I 100 percent object to the proposed change in zoning to accommodate a 25-unit apartment complex at the end of our street.

Do not put an apartment complex on our street!!!

Although the address states John Street, this without a doubt affects Bush Street. Bush Street is a family-oriented, up-and-coming neighbourhood that has homes that date back over 100 years. Young families have been buying and fixing up houses on this beautiful tree-lined street for years.

There are a lot of young/new families with small children and ours is just one of those. I already don't appreciate the flow of traffic down our street as people drive way too fast. An apartment complex will increase the amount of traffic to our street significantly by at least 25 people and their guests, roommates, etc. We use our street to walk safely, as John Street, although aligned with new sidewalks, does not feel safe as cars race even faster down this street than Bush Street.

The intersection of St. Georges and John is already at capacity, the Tim Horton's line-up traffic significantly adds to that, especially during rush hours.

In the mornings up to five school buses come down my section of Bush Street.

Parking is only allowed on one side of the street on Bush, with no parking on the street allowed on St. Georges or John. Where will the overflow vehicles from the apartment park? What about when snow removal needs to occur in the parking lot and the vehicles need to park somewhere? We see this throughout the year when the church has functions and we accept that because it happens just a few times a year. This is not what we want every day - vehicles lined up and down the street so that barely a car and most certainly not a bus can get through, a bus with my small child on it... In the middle of a snow storm? No. Not in my neighbourhood, sorry.

Please preserve our historical neighbourhood with many young families/small children. Please do not increase the traffic, keep our street safe. Put the apartment somewhere else, where the increase of traffic won't have potential devastating effects.

Thank you for considering my objections and the objections of everyone else in my neighbourhood.

Allison Notte | 385 Bush Street | 705-257-1209

allybebe@hotmail.com



COUNCIL REPORT

June 22, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don McConnell, MCIP, RPP, Planning Director
DEPARTMENT: Engineering and Planning Department
RE: Condominium Approval 1-15 (Former Riverwalk Phase 2)

PURPOSE

The applicant, TVM Sault Inc. is requesting City Council's approval to exempt a portion of the former Plummer Hospital building from the requirements of Section 51 and 51.1 of the Planning Act concerning draft plans of subdivision and condominium. Section 9(7) of the Condominium Act allows the City, as the approval authority to exempt the applicant from these approvals where appropriate.

This approach is standard practice throughout Ontario as it deals only with ownership and not land-use.

BACKGROUND

With the opening of the new Sault Area Hospital in 2011, the former hospital property was declared surplus and sold to TVM Sault Inc., a subsidiary of the TVM Group.

The original five-storey Plummer Hospital building was the subject of a similar application approved by City Council last year and is currently being redeveloped as a 40 unit condominium.

This application is for the two-storey building to the east of the original structure. The two structures were originally connected by a glass lobby which has since been demolished.

TVM Group is proposing to add an additional two stories to the building as part of an overall redevelopment to create 59 units. Attached to this report are the proposed site plan and project perspective.

ANALYSIS

Where an existing building is to be converted to a condominium, the City may grant an exemption to the requirements of the Planning Act provided that the following criteria are satisfied.

1. Conformity with Municipal Regulations: This property conforms to both the Official Plan and Zoning By-law requirements for the intended use as a residential condominium.
2. The Building is Structurally Sound: As a condition of receiving a building permit, the applicant is required to provide a structural report prepared by a professional engineer on the structural condition of the building.
3. Common Elements Must be of Sound Working Order: In this case, the mechanical components such as the heating, cooling, plumbing and electrical systems will be new and must satisfy the requirements of the Ontario Building Code.
4. Reserve Fund: An appropriate reserve fund in accordance with the requirements of the Condominium Act will be created prior to the sale of any units.

In addition, Section 8(1)(e) of the Condominium Act requires a certificate of an architect that all buildings have been constructed in accordance with the regulations. If there are structural plans, a certificate of an engineer is also required stating that all buildings have been constructed in accordance with the regulations.

This property is also subject to Site Plan Control and the applicant will be entering into a site plan agreement with the municipality.

The City would normally ask for a dedication or cash in lieu of parkland as a condition of approval for a new plan of subdivision or condominium. In this case Mr. Sofer has already donated an additional 6m to the width of the Hub Trail running through the entire site as well as additional property at the southeast corner for public open space in order to satisfy the parkland requirements of the entire property.

IMPACT

The redevelopment of this property into a condominium will create significant additional property tax revenues to the municipality.

STRATEGIC PLAN

While not specifically identified in the City's Corporate Strategic Plan, this project contributes significantly to the Downtown Development and Revitalization Initiative by providing new housing in the downtown area.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planning Director dated 2015 06 22 be accepted and that City Council exempt the two-storey building located on the subject property from the requirements of Section 51 and 51.1 of the Planning Act pursuant to section 9(7) of the Condominium Act and that the Mayor and City Clerk be authorized to execute a Certificate of Exemption under section 9(3)(b) of the Condominium Act.

Recommended for approval,



Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

Jerry Dolcetti, RPP
Commissioner Engineering & Planning

DBM:ps

Attachment(s)

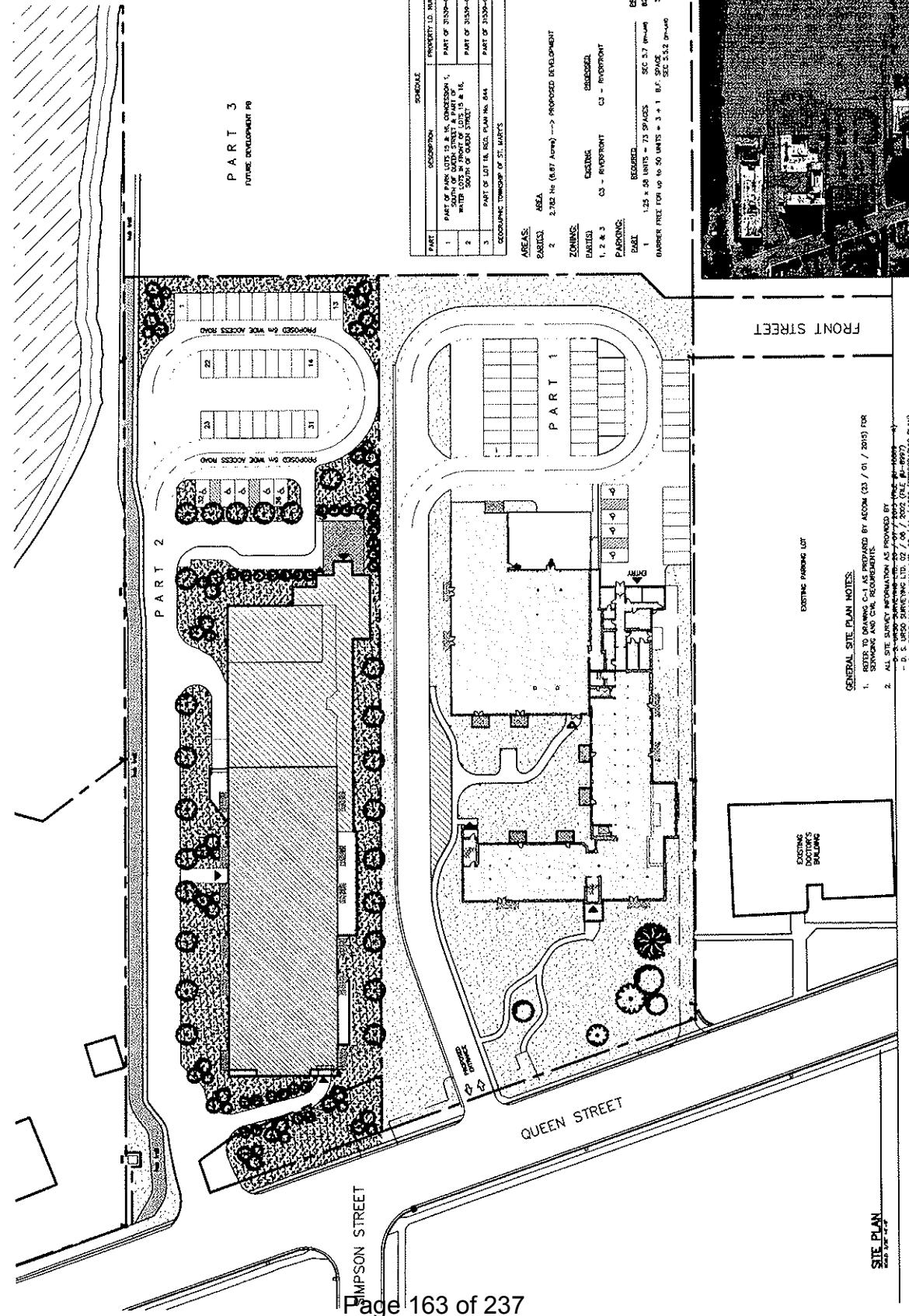


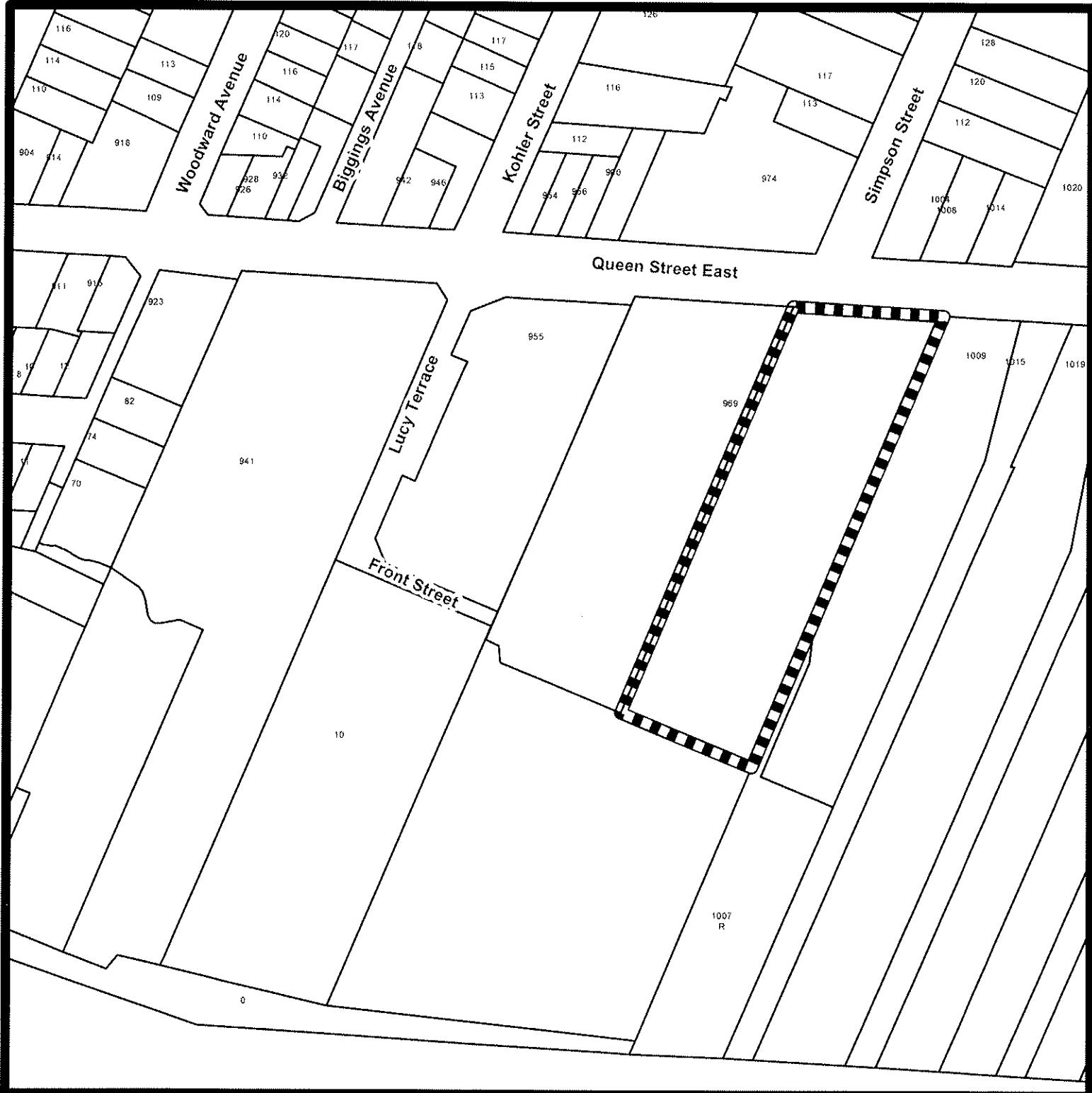


MGP
ARCHITECTS
ENGINEERS
INC.

123 York Street, Suite 100, Toronto,
Ontario, Canada
N1R 3Z7
Tel: 416-360-1000
Fax: 416-360-1001
E-mail: info@mgp.ca

RIVERWALK PHASE 2
RESIDENTIAL DEVELOPMENT
FOR THE T.Y.M. GROUP LTD.
SAULT STE. MARIE, ONTARIO





SUBJECT PROPERTY MAP

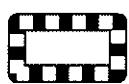
APPLICATION 1-15-Condo Conversion



METRIC SCALE
1 : 2200

former PLUMMER HOSPITAL [east wing]

995 QUEEN STREET EAST



Subject Property = 995 Queen Eage 164 of 237

**MAP REFERENCE
8 & 9 & 1-4**



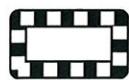
2012 ORTHO PHOTO APPLICATION 1-15-Condo Conversion



METRIC SCALE
1 : 2200

former PLUMMER HOSPITAL [east wing]

995 QUEEN STREET EAST



Subject Property = 995 Queen E

Page 165 of 237

MAP REFERENCE
8 & 9 & 1-4



MGP ARCHITECTS + ENGINEER INC.

PHASE II

NORTH WEST VIEW



info@theriverwalk.ca www.theriverwalk.ca

June 22, 2015

TO: **Mayor Christian Provenzano and Members of City Council**

FROM: **Tom Dodds, CEO, Sault Ste. Marie Economic Development Corporation and Interim Chair, ACR Passenger Service Stakeholder Working Group**

RE: **Sault Ste. Marie to Hearst Passenger Rail Service Contribution Agreements**

PURPOSE:

This report is to City Council:

- Provides a status report on the Stakeholder Working Group's efforts to finalize contribution agreements with Canada and a third party operator to continue the Sault Ste. Marie to Hearst Passenger Service; and,
- Provides recommendations to Council on moving forward with the intent of the April 13, 2015 Council resolution.

SUMMARY

On Monday, April 13, 2015, Council provided approval-in-principle for the City to enter into Contribution Agreements with Transport Canada and a third-party railway operator, Railmark Canada Ltd. (RCL), to enable the passenger service between Sault Ste. Marie and Hearst to continue to operate and develop, both as a financially sustainable passenger service and tourism attraction. The contribution agreements were reflected in the letter received from Transport Minister Raitt on March 31, 2015 (enclosed).

As part of the process to enable the City to enter into these contribution agreements, the Stakeholder Working Group required the third-party railway operator, Railmark Canada Ltd. - referred into the agreements as the "ultimate recipient" - to demonstrate the company complied with a set of necessary preconditions. These preconditions are: consistent with the obligations contained in the Contribution Agreement the City would be expected to sign with Transport Canada; necessary to mitigate financial risk to the City; as well as, necessary to provide comfort to all stakeholders including the City, that RCL had the capacity to manage its obligations outlined in the ultimate recipient agreement.

To date, RCL has not met all these preconditions and obligations. In particular, RCL has not met the precondition to provide verifiable information that he has sufficient working capital financing as described in the Stakeholder Working Group's preconditions,

BACKGROUND

Please find Background information attached. Please also find enclosed the June 8 Report to Council for additional supporting background information on this matter.

CURRENT STATUS (As of June 16, 2015):

As of June 16, 2015, the Stakeholder Working Group had received no confirmation that RCL had working capital financing, no confirmation of the equity that RCL would be injecting into the company, no draft term sheet from a working capital financier, nor does the Stakeholder Working Group have any written comments from RCL regarding the draft agreements - despite two prior written formal demands with delivery dates and consequences.

In recent email correspondence CN officials stated that they had been working with Stakeholder RCL throughout the day on June 15th helping RCL put a term sheet together for financing and that we could expect on the 16th or 17th.

The SSMEDC has continued to finalize draft contribution agreements for signature, if and when required, in consultation with its legal advisors, the City and Transport Canada.

FINANCIAL RISK ANALYSIS

With respect to financial risk assessment, it is important to note that the process described in the Contribution Agreements limits the level of financial risk to the City of Sault Ste. Marie. In the review of the draft Agreement with Transport Canada officials, City and SSMEDC staff officials focused on and will continue to focus on ensuring that the processing of payments is expeditious and the financial risk is minimized. As noted in the Minister's letter, there is a Funding Oversight Committee that will include members from Transport Canada and the City's Finance Commissioner. A mirror committee structure would be established in the Contribution Agreement between the third-party operator and the City if and when signed. This analysis is predicated on RCL having a line of credit in place. In simple terms, the City will not be asked to make a payment to Railmark for its defined operational costs incurred and paid until the Funding Oversight Committee has vetted the costs and indicated they are eligible for reimbursement by the subsidy of Transport Canada

The Sault Ste. Marie Economic Development Corporation has been managing this project on behalf of the Stakeholder Working Group. SSMEDC is prepared to continue this role, on behalf of the Working Group to ensure an orderly transition from a CN operation to a third-party operation. SSMEDC's lawyer is of the opinion that the SSMEDC and City have acted in good faith and put Railmark on timely notice as it failed to satisfy representations, which formed preconditions to a contract being formed.

It is important to note that as of June 16, 2015, RCL continues its efforts to put the required working capital in place. SSMEDC's lawyer is of the opinion that if Railmark delivers a term sheet from a lender that is reasonable given the working capital required, and should the City refuse to continue to negotiate with Railmark, the potential for Railmark to claim to be the injured party and ask a court for relief/damages through a bad faith claim increases.

RECOMMENDATIONS

- As June 16, 2016, RCL has not satisfied all the Stakeholder Working Groups preconditions, notably working capital financing. Therefore, the SSMEDC on behalf of the Working Group cannot

recommend to the City to proceed with a Contribution Agreement with Railmark Canada Ltd. at this time.

- Working in partnership with SSM-Hearst Working Group, Transport Canada and CN, the SSMEDC be requested to explore other options necessary to secure a third party operator for the SSM-Hearst Passenger Service.
- The Mayor and Interim Chair of the Stakeholder Working Group immediately and jointly write to the Minister of Transport and CEO of CN to request their continued commitment to assist stakeholders in the region to find a short and long term solution to this situation.

TD/enclosures

BACKGROUND

Delays in the Contribution Agreement Approval Process

On Monday, April 13, 2015, Council provided approval-in-principle for the City to enter into Contribution Agreements with Transport Canada and a third-party railway operator, Railmark Canada Ltd. (RCL), to enable the passenger service between Sault Ste. Marie and Hearst to continue to operate and develop, both as a financially sustainable passenger service and tourism attraction. The contribution agreements were reflected in the letter received from Transport Minister Raitt on March 31, 2015 (attached).

Concurrent with these activities, CN was negotiating the purchase and operations of the Agawa Canyon Tour Train by RCL. This undertaking is separate from the purchase and operation of the Passenger Train Service.

When the Chair of the Working Group reported to City Council on April 13, it was anticipated by all that it would be quickly finalizing RCL arrangements with CN for the acquisition of the Tour Train in parallel in with securing working capital for the passenger train service. Unfortunately, RCL's financing arrangements for the tour train and passenger service did not proceed. As a result, RCL's plans for taking over the immediate operations of both the tour train and passenger service started became problematic.

On May, 7, 2015 the ACR Passenger Service Stakeholder Working Group (Working Group) wrote to Allen Brown, CEO of RCL to express its increasing concern that Railmark Canada Ltd. had made representations in its business plan submitted to the City of Sault Ste. Marie and to Transport Canada, which were not being lived up to and Railmark was not addressing the issues concerning such representations in a timely manner.

Five issues were identified. One major issue was that Railmark had not provided proof of working capital financing. The information requested included confirmation of the required amount of such financing, the details of the terms, security and other information concerning Railmark's financing in order that the City be comfortable with RCL's financial ability to pay:

- On a sustainable basis, the incurred costs for the operation of the passenger rail service; and,
- Until as such time as RCL received reimbursements of eligible and paid operating costs as submitted to and approved by the City and Transport Canada.

In a May 7 email the Working Group required that RCL advise that had satisfactorily addressed this financing pre-condition and the other four by the end of the following day the following day. Mr. Brown, CEO, RCL replied in writing on May 8, describing his efforts to meet the five conditions but it did not satisfy the pre-conditions.

On May 26th, 2015 the Working Group wrote again to RCL advising that the Working Group required receipt of a comprehensive document that contained all of the revenue and detailed pre-condition information that had been requested in the Working Group email of May 7th, 2015. This information was

required by Friday, May 29th, 2015 at 5:00 p.m. The Working Group set out the requirements, including proof that RCL had sufficient working capital, the identity of the lender and the quantum of financing together with details of the terms of the security.

The May 26 correspondence also indicated to Mr. Brown that should the Stakeholder Working Group not receive the information by the appointed time, the Stakeholder Working Group would commence negotiating and discussing with other parties the operation of the passenger rail service. On May 29 the SSMEDC received some documentation that satisfied some elements of the five pre-conditions.

On June 3rd the Interim Chair of the Stakeholder Working Group again wrote RCL requesting additional information including proof that you had sufficient working capital. RCL was requested to reply by noon June 5th at 5:00 pm. No new substantive information was provided about working capital. The Interim Working Group Chair did speak with representatives with one financial institution at RCL's the banks request, concerning a line of credit for working capital and provided drafts of the contribution agreements. Following this meeting, no other meeting or conversations with financial institutions were undertaken by the Interim Working Group Chair.

On June 10, the Interim Chair of the Working Group wrote to Mr. Brown indicating that a report on the contribution agreements was going to Council and a critical issue it must address is the question of working capital. It essentially said that what the EDC and City required “..a written document from a financial institution, which we can independently confirm with them, that states that you either have:

- Sufficient, unencumbered financial resources (working capital) to financially support three months operations of the SSM- Hearst Passenger Service (\$550,000); and/or,
- A secure line of credit to finance the above noted amount.”

This was subsequently reinforced in a subsequent June 11 email to Mr. Brown from the Interim Chair. This was shared with CN.

SSM – Hearst Passenger Service Operations

Notwithstanding the challenges of meeting the preconditions for the agreement, RCL has continued to operate the round-trip SSM-Hearst service three times a week throughout the month of May and June, with only two instances where the train service prematurely terminated at Mead station (36 km south of Hearst) and passengers were shuttled by taxi to Hearst and the train returned to Sault Ste. Marie. The premature termination of rail service results from the distance and general nature of this passenger service, unforeseen delays along the railway and regulations that limit the time a train crew can work. This circumstance is not unique to Railmark. The passenger service has faced this challenge throughout the time that CN and others have operated the railway.

RCL has been incurring the costs for the operation of the passenger service since May 7th, 2015. No financial commitments have been made the City, Working Group or the EDC to cover the costs Railmark has been incurring. SSMEDC estimates these cost to be in excess of \$200,000.

Agawa Canyon Tour Train

May 25, 2015 CN advised that to ensure continuity in the operation of the Agawa Canyon Tour Train, CN advised that it would proceed with operating this tourism attraction previously scheduled. CN also advised that a reserve the right to assign the responsibility should the opportunity reach agreement on a sale of the attraction arise during the operating system season. Should this occur, they also advised that they would ensure that such a transition would be executed on a seamless basis without disruption of the tour train operations.

On Friday June 12, 2015 after the mayor wrote to CN, it confirmed that it would operate the Tour Train 7 days a week starting on June 23, 2015 for the season.

Transport Canada

Transport Canada officials have been kept informed on the progress and challenges of establishing a 3rd party operator for the SSM-Hearst Passenger Train Service and have been very supportive where required. They are fully briefed on the current situation as it relates to the Passenger Train, City, Working Group and associated contribution agreements.

CONSIDERATIONS:

CN has made it very clear that they are seeking to exit Passenger Rail Services and their efforts to sell the Tour Train and SSM-Hearst Passenger Service are indicative of this. In early 2014 discussions with senior CN officials there was a willingness to operate the Passenger Service provided the federal passenger subsidy was in place. This position appears to have changed, as there is no subsidy available and want to exit passenger services.

RCL efforts to takeover and operate the Passenger Service have been challenging for all concerned, although with the support of CN, RCL has met basic passenger service expectations to date. However, RCL was unable to conclude a purchase of the Tour Train, which may affect his plans for the future operations of the passenger service.

To date, RCL has not met the basic requirements the Working Group and City deem necessary as preconditions for entering into an agreement between the City and RCL. Other parties have expressed various levels and types of interest in operating this service.

June 8, 2015

TO: **Mayor Christian Provenzano and Members of City Council**

FROM: **Tom Dodds, CEO, Sault Ste. Marie Economic Development Corporation and Interim Chair, ACR Passenger Service Stakeholder Working Group**

RE: **Continued Operation of the Passenger Rail Service from Sault Ste. Marie to Hearst**

PURPOSE:

This report is provided to City Council to:

- Provide a brief status report on the operation of the Passenger Train and Agawa Canyon Tour Train
- Provide an update on the progress in implementing the recommendations contained in the April 13, 2015 Council resolution which approved in principle, a set of recommendations with final approval and bylaw to be presented at the April 28, 2015 Council meeting.

BACKGROUND

Delays in the Contribution Agreement Approval Process

On Monday, April 13, 2015, Council passed a motion that provided approval-in-principle for the City to enter into Contribution Agreements with Transport Canada and a third-party railway operator, Railmark Canada Ltd. (RCL), to enable the passenger service between Sault Ste. Marie and Hearst to continue to operate and develop, both as a sustainable passenger service and tourism attraction. The contribution agreement was based on a letter received from the Transport Minister Raitt on March 31, 2015 (**attached**).

Concurrent with these activities, CN was negotiating the purchase and operations of the Agawa Canyon Tour Train by RCL. This undertaking is separate from the purchase and operation of the Passenger Train Service.

When the Chair of the Working Group reported to City Council on April 13, it was anticipated by all, including RCL, that it would be finalizing his arrangements with CN for the acquisition of the Tour Train in parallel with securing working capital for the passenger train service.

Unfortunately, RCL's financing arrangements for the tour train and passenger service did not proceed. The organization with whom Railmark was negotiating financial arrangements withdrew from this process. CN and the Working Group became aware of this on April 20, 2015. As a result, RCL's plans for taking over the immediate operations of both the tour train and passenger service became problematic. Working with CN, and other financial organizations RCL sought to secure new financing and this is

continuing. For these reasons, it was not practical or appropriate to return to Council on April 27th with the agreements.

SSM – Hearst Passenger Service Operations

Since CN and RCL had closed on the sale of the SSM-Hearst Passenger service earlier in the year, these companies proceeded with a transition process from CN to RCL. Throughout April and May, considerable activity occurred to establish an interim passenger service run initially by CN and then taken over by RCL with CN operating the trains on RCL's behalf as part of a transition plan. This arrangement continues to this day. CN operated the passenger service for the month of April to May 1st. RCL took over operation on May 2nd and the first RCL operated passenger train left the station on May 7th. However, due to necessary “go slow” orders by CN to ensure safety as a result of seasonal environmental factors, this train service was only able to go as far as Hawk Junction and then returned to Sault Ste. Marie on May 8th. Similar slow orders for the passenger service have been in place in previous years at particular times during the year.

Since then, RCL has operated the round-trip SSM-Hearst service three times a week throughout the month of May, with only two instances where the train service prematurely terminated at Mead station (36 km south of Hearst) and passengers were shuttled by taxi to Hearst and the train returned to Sault Ste. Marie. The premature termination of rail service results from the distance and general nature of this passenger service, and unforeseen delays along the railway and regulations that limit the time a train crew can work. This circumstance is not unique to RCL. The passenger service has faced this challenge throughout the time that CN and others have operated the railway.

Agawa Canyon Tour Train

On May 25, 2015, CN advised that to ensure continuity in the operation of the Agawa Canyon Tour Train, CN said it would proceed with operating this tourism attraction as previously scheduled. CN also advised that it reserved the right to assign the responsibility of the tour train operations to a third party should the opportunity reach an agreement on a sale of the attraction arise during the operating system season. If this does occur, CN also advised that they would ensure that such a transition would be executed on a seamless basis without disruption of the tour train operations.

Contribution Agreements with Canada and RCL

1. The terms of the contribution agreement outlined in Transport Minister Raitt’s March 31, 2015 letter to the Chair of the Working Group

The Government of Canada provided approval-in-principle of funding to support operating expenditures for the passenger rail service between Sault Ste. Marie and Hearst, Ontario for three years beginning April 1, 2015.

With this approval-in-principle, eligible costs, as determined under the terms and conditions of the Remote Passenger Rail program incurred as of April 1, 2015, will be eligible for reimbursement,

subject to the timely execution of a contribution agreement. If a contribution agreement is not signed, the Government of Canada will not reimburse any costs incurred.

With respect to the contribution agreement stage, the following conditions will also apply:

- Funding over the three years will be provided on a declining basis (\$2,200,000* in 2015/16, \$1,725,000 in 2016/17 and \$1,358,000 in 2017/18)
** minus the amount claimed by CN for their operation of the passenger train service from April 1 to May 1.*
- Will reimburse eligible costs incurred and paid; no advance payments will be made;
- Funding will be provided on a monthly basis for up to one-twelfth of the total yearly maximum contribution for the respective fiscal year;
- The City of Sault Ste. Marie will be responsible for all ineligible operating costs as well as incurred operating expenses above the federal contribution;
- Any costs incurred prior to April 1, 2015 are ineligible for reimbursement;
- A Funding Oversight Committee will be established within 30 days of the date of this letter, and this committee will ensure that information on operation of the passenger rail service is shared regularly, and that the federal funding conditions outlined in this letter are respected, until such time that a contribution agreement is finalized;
- The City of Sault Ste. Marie will satisfy the Government of Canada that the operator holds all necessary authorizations required to operate the passenger rail service between Sault Ste. Marie and Hearst, ON.

The project business case that was submitted by Railmark indicated that the passenger rail service will continue with no interruption to service as a result of changes in ownership and operation. The project was approved-in-principle on the basis of this information, and the Minister needs to be notified in writing should anything change from the proposed passenger rail operations.

Status:

- The only change to these basic terms is the ability to roll-over on unspent funds in any month to the following month. Working group staff and their legal advisors have been reviewing drafts of the Canada – Sault Ste. Marie Contribution Agreement, subject to the terms and conditions of the Transport Canada's Rail Passenger Service. A copy of the most current revised draft agreement will be available shortly. It will need to be reviewed by City Legal and Finance staff before going to Council for review and approval.
2. **The preparation of legal agreements between the City & Transport Canada and a mirror agreement between the City and Railmark.**

Status:

- As stated above drafts of the Canada – Sault Ste. Marie contribution agreement and a mirror agreement (referred to as the Ultimate Recipient Agreement) between the City and the third-party operator (Railmark) have been prepared, reviewed, and revised by the working group and the third-party operator. A copy of the most current revised draft agreement will be available shortly. It will need to be reviewed by City Legal and Finance staff before going to Council for review and approval.

- A set of preconditions has also been established by the Working Group, which must be in place prior to signing the agreement. A deadline of Friday, May 29, 2015 was set for Railmark to provide the necessary information and evidence of appropriate certifications and financing necessary to operate the railway and satisfy the preconditions noted. The documentation was received at 4:15 pm on May, 29, 2015, and are currently under review by the Working Group's legal advisor. We have had initial review the materials and need some clarification and discussion with RCL and their financial institution before we can complete the due diligence necessary to satisfy the preconditions.

3. The preparation of a legal agreement between the City and CN for the interim period (April 2015) until such time as Railmark assumes operations in May 2015.

Status:

- This matter was discussed with Transport Canada and for the month of April and May 1st, the current agreement between CN and Transport Canada will be amended to accommodate cost incurred by CN for this period of operation.

4. The recognition that the SSMEDC will incur incremental administrative costs related to this initiative.

Status:

- The SSMEDC estimates that the cost will be approximately \$30,000-40,000 per year to oversee and manage this agreement on behalf of the Working Group and more importantly the City of Sault Ste. Marie. It is recommended that the SSMEDC undertake this role on behalf of the City and will include the coordination and administration of the Funding Oversight Committee. These costs will be recovered through the contribution agreement between the City and Transport Canada as an eligible project cost.

ANALYSIS

With respect to financial risk assessment, it is important to note that the process described in the Contribution Agreements limits the level of financial risk to the City of Sault Ste. Marie. In review of the draft Agreement with Transport Canada officials, City, and SSMEDC staff officials focused on and will continue to focus on ensuring that the processing of payments is expeditious and the financial risk is minimized. As noted in the Minister's letter, there is a Funding Oversight Committee that will include members from Transport Canada and City's Finance Commissioner. A mirror committee structure will be established in the Contribution Agreement between the third-party operator and the City. As well, the Working Group will have a role formalized in the new relationship with RCL to ensure its future success and sustainability.

SSMEDC has been managing this project on behalf of the Working Group. SSMEDC is prepared to continue this role, on behalf of the Working Group to ensure an orderly transition from a CN operation to a third-party operator operation. Any incremental administrative costs for this role will be covered by the Agreement and if necessary, by other Working Group representatives.

NEXT STEPS

- **Confirm and Finalize Pre-conditions with RCL**
- **Finalize Draft Agreements with Transport Canada and RCL**
- **Prepare Report for Council with appropriate additional background information and recommendations**
- **Submit materials to City staff for Review**
- **Present to Council June 22, 2015 with recommended agreements and draft by-law**

Minister of Transport



Ministre des Transports

Ottawa, Canada K1A 0N5

MAR 31 2015

Joseph M. Fratesi
Chief Administrative Officer,
City of Sault Ste. Marie
Chair, Algoma Central Railway Passenger
Service Working Group
99 Foster Drive
P.O. Box 580, Civic Centre
Sault Ste. Marie, ON P6A 5N1

Dear Mr. Fratesi,

I am pleased to inform you of the Government of Canada's approval-in-principle of funding to support operating expenditures for the passenger rail service between Sault Ste. Marie and Hearst, Ontario for three years beginning April 1, 2015.

With this approval-in-principle, eligible costs, as determined under the terms and conditions of the Remote Passenger Rail program incurred as of April 1, 2015, will be eligible for reimbursement, subject to the timely execution of a contribution agreement. If a contribution agreement is not signed, the Government of Canada will not reimburse any costs incurred.

As we move to the contribution agreement stage, the following conditions will also apply:

- Funding over the three years will be provided on a declining basis (\$2,200,000 in 2015/16, \$1,725,000 in 2016/17 and \$1,358,000 in 2017/18)
- Canada will reimburse eligible costs incurred and paid; no advance payments will be made;
- Funding will be provided on a monthly basis for up to one-twelfth of the total yearly maximum contribution for the respective fiscal year;
- The City of Sault Ste. Marie will be responsible for all ineligible operating costs as well as incurred operating expenses above the federal contribution;
- Any costs incurred prior to April 1, 2015 are ineligible for reimbursement;
- A funding oversight committee will be established within 30 days of the date of this letter, and this committee will ensure that information on operation of the passenger rail service is shared regularly, and that the federal funding conditions outlined in this letter are respected, until such time that a contribution agreement is finalized;
- The City of Sault Ste. Marie will satisfy the Government of Canada that the operator holds all necessary authorizations required to operate the passenger rail service between Sault Ste. Marie and Hearst, ON.

- The City of Sault Ste. Marie will fulfill, where applicable, the requirements of the *Canadian Environmental Assessment Act* and any legal obligations

I note that the project business case that you have submitted implies that the passenger rail service will continue with no interruption to service as a result of changes in ownership and operator. As your project is being approved-in-principle on the basis of this information, please notify me, in writing, should anything change from the proposed passenger rail operations.

Yours Sincerely,



The Honourable Lisa Raitt, P.C., M.P.
Minister of Transport



COUNCIL REPORT

June 22, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Malcolm White, City Clerk
DEPARTMENT: City Clerk's Department
RE: Kiwanis Community Theatre Centre Appointments

PURPOSE

The purpose of this report is to provide the necessary information for Council to make appointments to this body.

BACKGROUND

The Kiwanis Community Theatre Centre (KCTC) is charitable corporation that oversees the operations of the theatre centre located at White Pines Collegiate and Vocational school. The corporation consists of three members – the Algoma District School Board, the Arts Council of Sault Ste. Marie and the Corporation of the City of Sault Ste. Marie.

The KCTC operating by-law provides for a board of directors (18 directors at present) who are appointed as follows; 1/3 (6 directors) by the School Board, 1/3 (6 directors) by the Arts Council and 1/6 (3 directors) by the City. The remaining 1/6 (3 directors) are appointed from the community at large by the other directors.

The appointments are made at this time of year to coincide with the KCTC's annual meeting.

ANALYSIS

Following a notice for applications we received a total of 3 (three) applications from interested persons (list attached). We will proceed tonight to appoint our allotment of directors using our recently adopted appointments process

IMPACT

N/A

Kiwanis Community Theatre Centre Appointments

2015 06 22

Page 2.

STRATEGIC PLAN

N/A

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the City Clerk dated 2015 06 22 concerning Kiwanis Community Theatre Centre Appointments be accepted as information.

Respectfully submitted,



Malcolm White

City Clerk

Kiwanis Community Theatre Centre – Interested Persons

Robert J. Cooper

Karen Montgomery-Jones

Ben Pritchard

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2015-121

AGREEMENT: (C3.16(1)) A by-law to authorize the execution of an agreement between the City and the owner of 36 Herrick Street for the conservation of the present historical, architectural, contextual, aesthetic, scenic and heritage characteristics and conditions of the property.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25, and section 37(1) of the *Ontario Heritage Act*, R.S.O. 1990, c. 0.18, **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 June 22, 2015 between the City and the owner of 36 Herrick Street, a copy of which is attached as Schedule "A" hereto. This agreement is known as a Heritage Property Agreement.

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 22nd day of June, 2015.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

SCHEDULE "A"

TO THE LAND REGISTRAR FOR THE LAND TITLES OFFICE OF THE DISTRICT OF ALGOMA

The Corporation of the City of Sault Ste. Marie has an unregistered estate, right, interest or equity in the land described as all of PIN 31541-0137 LT.

The land is registered in the name of MARISHA CHRISTINE CASWELL AND JARED BRYCE MACKINNON and we hereby apply under s. 71 of the Land Titles Act and s. 37(2) of the *Ontario Heritage Act*, R.S.O. 1990, c. O.18 for the entry of notice of heritage property agreement on the said PIN.

THIS HERITAGE PROPERTY AGREEMENT made this 22nd day of June, 2015

B E T W E E N:

MARISHA CHRISTINE CASWELL AND JARED BRYCE MACKINNON
(hereinafter called the "Owner")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Owner is the owner of certain lands and premises situated in the City of Sault Ste. Marie in the District of Algoma and Province of Ontario, and municipally known as 36 Herrick Street, Sault Ste. Marie, Ontario (hereinafter called the "Property"), and more particularly described in Schedule "A" attached hereto and on which there is a residence (hereinafter called the "Eligible Heritage Property");

AND WHEREAS one of the purposes of the *Ontario Heritage Act*, R.S.O. 1990, c. O.18, is to support, encourage and facilitate the conservation, protection and preservation of the heritage of Ontario;

AND WHEREAS by Subsection 37(1) of the *Ontario Heritage Act*, the City is entitled to enter into agreements or covenants with owners of real property, or interests therein, for the conservation of the Property of historic or architectural value or interest;

AND WHEREAS by Subsection 37(3) of the *Ontario Heritage Act*, such agreements and covenants entered into by the City when registered in the proper Land Registry Office against the real property affected by them shall run with the real property and may, whether positive or negative in nature, be enforced by the City or its assignee against the owners or any subsequent owners of the real property, even where the City owns no other land which would be accommodated or benefitted by such agreements and covenants;

AND WHEREAS the Owner and the City desire to conserve the present historical, architectural, contextual, aesthetic, scenic and heritage characteristics and conditions of the Eligible Heritage Property on the Property as set out in the "Reasons for Identification" ;

AND WHEREAS to this end, the Owner and the City agree to enter into this Heritage Property Agreement (hereinafter called the "Agreement");

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the City to the Owner (the receipt of which is hereby acknowledged), and for other valuable consideration, and in further consideration of the granting of the covenants herein and in further consideration of the mutual covenants and restrictions hereinafter set forth, the Owner and the City agree to abide by the following covenants and restrictions which shall run with the Eligible Heritage Property forever.

1.0 REASONS FOR IDENTIFICATION

1.1 Statement of Reasons

The Owner and the City agree that for the purposes of this Agreement the following statement (hereinafter called the "Description of Property") sets out the description of the Eligible Heritage Property that has been identified by the City as having historic and architectural significance:

Built in 1889, 36 Herrick Street is a yellow brick residence located on a quiet dead end street in the east end of the older residential core of the City of Sault Ste. Marie. It has been recognized for its heritage value by the City of Sault Ste. Marie, By-law 95-89. Constructed using a clay brick, yellow buff in colour, this well detailed house may have been the first residential building in the city constructed in brick and an early example of Second Empire style architecture. The south elevation of the main house, facing the street, was built in a symmetrical fashion and heightened by a projecting central frontispiece that continues up into a mansard roof originally constructed of cedar shingles. Its large windows are also a distinguishing feature of the building. Around the turn of the 20th century, a demising wall was constructed

through the middle of the house and the front porch was re-built to accommodate two front doors so that it could be used as two semi-detached homes.

1.2 Photographs Relevant to Duties of the Owner

The Owner acknowledges that a set of dated photographs (hereinafter referred to collectively as the "Photographs"), document the state of the Eligible Heritage Property as of the date of execution of this Agreement. The original photographs will be kept on file at the offices of the Recreation and Culture Division of the Community Services Department or such other location as the City may determine, and may be examined at any time upon reasonable notice to the City. The Photographs generally depict certain significant features of the appearance or the construction of the Eligible Heritage Property and the Reasons for Identification and the Photographs shall be referred to in determining the duties of the Owner under this Agreement.

When alterations are made to the Eligible Heritage Property pursuant to paragraph 2.1, the Owner shall within ninety (90) days of completion of such alterations and at the Owner's expense, provide to the City new photographs taken from the same vantage point and identifying the same features of the appearance or construction as the original photographs. Such photographs shall be dated and filed with the City. The City shall number the said photographs which shall replace the original Photographs and all references in this agreement to the Photographs shall be deemed to refer to such new replacement photographs.

2.0 DUTIES OF OWNER

2.1 Normal Repairs and Alterations

The Owner shall not, except as hereinafter set forth, without the prior written approval of the City, undertake or permit any demolition, construction, alteration, remodelling or any other thing or act which would materially affect the features of the appearance or construction of the Eligible Heritage Property as set out in the "Reasons for Identification" and as may be depicted in the copies of the Photographs on file or drawings and other documents attached hereto. The approval required to be obtained from the City herein shall be deemed to have been given upon the failure of the City to respond in writing to a written request for it within ninety (90) days of receiving such request as its address as set out in paragraph 7.1 of this Agreement. If the approval of the City is given or deemed to be given under this paragraph, the Owner, in undertaking or permitting the construction, alteration, remodelling or other thing or act so approved of, shall use materials approved by the City.

2.2 Insurance

The Owner shall, at all times during the currency of this Agreement, keep the Eligible Heritage Property insured against normal perils that are coverable by fire and extended coverage insurance in an amount equal to the replacement cost of the Eligible Heritage Property. Upon execution of this Agreement, the Owner shall deliver to the City proof of insurance in a form

satisfactory to the City. The Owner further agrees to provide written evidence of the renewal of such policy at least three (3) weeks prior to the expiration date of the policy, in a form satisfactory to the City.

2.3 Damage or Destruction

The Owner shall notify the City of any damage or destruction to the Eligible Heritage Property within ten (10) clear days of such damage or destruction occurring. In the event that the Eligible Heritage Property is damaged or destroyed and the replacement, rebuilding, restoration or repair of it is impractical because of the financial costs involved, or because of the particular nature of the Eligible Heritage Property, the Owner shall, in writing within forty (40) days of the giving by the Owner of notice of such damage or destruction, request written approval by the City to demolish the Eligible Heritage Property, pursuant to paragraph 2.1. If the approval of the City is given or deemed to be given, the Owner shall be entitled to retain any proceeds from the insurance hereinbefore mentioned and to demolish the Eligible Heritage Property.

2.4 Reconstruction by Owner

If the Owner has not requested the approval to demolish referred to in paragraph 2.4 or if the City does not give the approval to demolish referred to in paragraph 2.4, the Owner shall replace, rebuild, restore or repair the Eligible Heritage Property so as to effect the complete restoration of the Eligible Heritage Property. Before the commencement of such work, the Owner shall submit all plans and specifications for the replacement, rebuilding, restoration or repair of the Eligible Heritage Property to the City for its written approval within one hundred and thirty-five (135) days of the damage or destruction occurring to the Eligible Heritage Property. A refusal by the City to approve any plans and specifications may be based upon choice of materials, appearance, architectural style or any other ground or grounds including, but not limited to, purely aesthetic grounds, and the determination of the City shall be final. The Owner shall not commence or cause restorative work to be commenced before receiving the written approval of the City of the plans and specifications for it, and such restorative work shall be performed upon such terms and conditions as the City may stipulate. Such approval shall be deemed to have been received upon failure of the City to respond in writing to a written request for it within ninety (90) days of the receipt of such request by the City. The Owner shall cause all replacement, rebuilding, restoration and repair work on the Eligible Heritage Property to be commenced within thirty (30) days of the approval by the City of the plans and specifications for it and to be completed within nine (9) months of commencement, or as soon as possible thereafter if factors beyond their control prevent completion within the said nine (9) months, and the Owner shall cause all such work to conform to the plans and specifications approved of and terms and conditions stipulated by the City.

2.5 Failure of the Owner to Reconstruct

In the event that a request to demolish is not submitted or is refused pursuant to the provision of paragraph 2.3 and the Owner fails to submit plans and specifications pursuant to

paragraph 2.4 which are acceptable to the City within one hundred and thirty-five (135) days of the damage or destruction occurring to the Eligible Heritage Property, the City may prepare its own set of plans and specifications. The Owner shall have thirty (30) days from receiving a copy of such plans and specifications to notify the City in writing that they intend to replace, rebuild, restore or repair the Eligible Heritage Property in accordance with those plans and specifications.

If the Owner does not so notify the City within the said thirty (30) days, the City may enter onto the property and proceed with replacing, rebuilding, restoring or repairing the Eligible Heritage Property so as to effect the complete restoration of the Eligible Heritage Property. The Owner shall reimburse the City for all expenses incurred by the City in carrying out such work.

2.6 Maintenance of the Eligible Heritage Property

The Owner shall at all times maintain the Eligible Heritage Property in as good and as sound a state of repair as a prudent owner would normally do, so that no deterioration in the Eligible Heritage Property's condition and appearance shall take place, including, without limiting the generality of the foregoing, taking all reasonable measures to secure and protect the Eligible Heritage Property from vandalism, fire and damage from inclement weather.

2.7 Signs, Structures, Etc.

The Owner shall not erect or permit the erection on the Property or on the Eligible Heritage Property of any signs, awnings, television aerials satellite dishes or other objects of a similar nature without the prior written approval of the City. Such approval may, in the sole discretion of the City and for any reason which the City considers necessary, be refused, provided that with respect to signage to identify the occupant(s) of the Eligible Heritage Property from time to time, the approval of the City shall not be unreasonably withheld, having regard to its use of the Eligible Heritage Property, the Reasons for Identification and the Photographs.

2.8 No Act of Waste

The Owner shall not commit or permit any act of waste on the Property. In respect to the subject lands, the Owner shall not, except with the prior written approval of the City:

- (a) grant any easement or right-of-way which would adversely affect the Agreement hereby granted;
- (b) erect or remove or permit the erection or removal of any Eligible Heritage Property, sign, fence or other structure of any type whatsoever;
- (c) allow the dumping of soil, rubbish, ashes, garbage, waste or other unsightly, hazardous or offensive materials of any type or description;
- (d) except for the maintenance of existing improvements, allow any changes in the general appearance or topography of the lands, including and without limiting the

- generality of the foregoing, the construction of drainage ditches, transmission towers and lines, and other similar undertakings as well as the excavation, dredging or removal of loam, gravel, soil, rock, sand or other materials;
- (e) allow the planting of trees, shrubs or other vegetation which would have the effect of (i) reducing the aesthetic value of the Eligible Heritage Property or the Property or (ii) causing any damage to the Eligible Heritage Property;
 - (f) allow any activities, actions or uses detrimental or adverse to water conservation, erosion control and soil conservation; and
 - (g) allow the removal, destruction or cutting of trees, shrubs or vegetation except as may be necessary for (i) the prevention or treatment of disease or (ii) other good husbandry practices.

2.9 General

The Owner agrees to procure and provide to the City any postponement agreements which the City Solicitor considers necessary to ensure that this agreement shall have a priority over any other interest in the Property.

2.10 Breach of Owner's Obligations

If the City, in its sole discretion, is of the opinion that the Owner has neglected or refused to perform any of their obligations set out in this Agreement, the City may, in addition to any of its other legal or equitable remedies, serve on the Owner a notice setting out particulars of the breach and of the City's estimated maximum costs of remedying the breach. The Owner shall have thirty (30) days from receipt of such notice to remedy the breach or make arrangements satisfactory to the City for remedying the breach.

If within those thirty (30) days the Owner has not remedied the breach or made arrangements satisfactory to the City for remedying the breach, or if the Owner does not carry out the said arrangements within a reasonable period of time, of which the City shall be the sole and final judge, the City may enter upon the Property and may carry out the Owner's obligations and the Owner shall reimburse the City for all expenses incurred thereby. Such expenses incurred by the City shall, until paid to it by the Owner, be a debt owed by the City and recoverable by the City by action in a court of law.

2.11 Waiver

The failure of the City at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the City of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time.

2.12 Extension of Time

Time shall be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Owner and the City, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

2.13 Emergencies

Notwithstanding the provisions of paragraph 2.1, it is understood and agreed that the Owner may undertake such temporary measures in respect of the Eligible Heritage Property as are:

- (1) in keeping with the intentions of this Agreement;
- (2) consistent with the conservation of the Eligible Heritage Property, and
- (3) reasonably necessary to deal with an emergency which puts the security or integrity of the Eligible Heritage Property or occupants of the Eligible Heritage Property at risk of damage,

provided that the *Eligible Heritage Property Code Act, 1992*, S.O. 1992, c. 23, as amended, or re-enacted from time to time is complied with and, where time permits, the Manager of Recreation & Culture is consulted.

3.0 USE OF PROPERTY

- 3.1** The Owner expressly reserves for itself, its representatives, heirs, successors and assigns the right to continue the use of the Property for all purposes not inconsistent with this Agreement.

4.0 INSPECTION OF THE PROPERTY

4.1 Inspection by City at All Reasonable Times

The City or its representatives shall be permitted at all reasonable times to enter upon and inspect the Property and the Eligible Heritage Property upon prior written notice to the Owner of at least twenty-four (24) hours.

5.0 NOTICE OF HERITAGE PROPERTY AGREEMENT

5.1 Plaque

The Owner agrees to allow the City to erect a plaque on the Eligible Heritage Property in a tasteful manner and at the City's expense indicating that the Eligible Heritage Property has been designated as a heritage property.

5.2 Publicity

The Owner agrees to allow the City to publicize the fact that the Eligible Heritage Property has been designated a heritage property.

6.0 SEVERABILITY OF COVENANTS

6.1 Proper Covenants Not to Terminate

The Owner and the City agree that all covenants and restrictions contained in this Agreement shall be severable, and that should any covenant or restriction in this Agreement be declared invalid or unenforceable, the remaining covenants and restrictions shall not terminate thereby.

7.0 NOTICE

7.1 Addresses of Parties

Any notices to be given under this Agreement shall be delivered to the parties at their respective addresses. The respective addresses of the parties for such purposes presently are as follows:

The Owner: Marisha Christine Caswell and Jared Bryce Mackinnon
36 Herrick Street
Sault Ste. Marie, Ontario P6A 2T6

The City: The Corporation of the City of Sault Ste. Marie
Manager of Recreation and Culture
Community Services Department
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, Ontario P6A 5N1

The parties agree to notify each other immediately, in writing, of any changes of address from those set out above.

7.2 Service in Person or by Mail Except Where Postal Service is Interrupted

Except in the event of an interruption in the postal service, any notices to be given under this Agreement shall be delivered in person or sent by prepaid registered mail addressed to the parties at their respective addresses as set out in paragraph 7.1. In the event that a notice is delivered in person, the party receiving the notice shall forthwith indicate receipt of the notice by signing a form of acknowledgement of receipt, and in that event, the notice shall be deemed to have been received on the date on which the form of acknowledgement of receipt

was signed. In the event that a party refuses to sign an acknowledgement of receipt of the notice, the person delivering the notice may swear an affidavit of service, and the notice shall be presumed to have been received on the date of service as set out in such affidavit. In the event that a notice is sent by prepaid registered mail, it shall be deemed to have been received on the second clear day following the day on which the notice was sent.

7.3 Service Where Postal Service is Interrupted

In the event of any interruption in the postal service, notice may be given to either party at its respective address as set out in paragraph 7.1, either in person or by special courier. The party receiving the notice shall indicate the receipt of it by signing a form of acknowledgement of receipt, and the notice shall be deemed to have been received on the date on which the form of acknowledgement of receipt was signed. In the event that either party refuses to sign an acknowledgement of receipt of the notice, the person delivering the notice may swear an affidavit of service, and the notice shall be presumed to have been received on the date of service as set out in such affidavit.

8.0 ENTIRETY

8.1 No Extraneous Agreements Between the Parties

Except as set out herein, this written Agreement embodies the entire agreement of the parties with regard to the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out.

9.0 SUBSEQUENT INSTRUMENTS

9.1 Subsequent Instruments to Contain These Provisions

Notice of these covenants and restrictions shall be inserted by the Owner in any subsequent deed or other legal instrument by which they divest themselves either of the fee simple title to or of their possessory interest in the Property or the Eligible Heritage Property. The Owner consents to the registration of this Agreement against the title of the Property.

9.2 Notice to Municipality

The Owner shall immediately notify the City in the event that they divest themselves of the fee simple title to or of their possessory interest in the Property or the Eligible Heritage Property.

10.0 INTERPRETATION

10.1 The headings in the body of this Agreement form no part of the Agreement but shall be deemed to be inserted for convenience of reference only.

10.2 This Agreement shall be construed with all changes in number and gender as may be required by the context.

11.0 ENUREMENT

11.1 Covenants to Run With the Property

The covenants and restrictions set out in this Agreement shall run with the Property and shall enure to the benefit of and be binding upon the Owner and upon the City and their respective heirs, executors, administrators, successors and assigns as the case may be.

12.0 TERMINATION

12.1 Term of Agreement

Notwithstanding any other provision of this Agreement, the term of this Agreement shall end on the date of receipt of approval to demolish pursuant to paragraph 2.3

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals attested by their respective proper signing officers in that behalf duly authorized.

SIGNED, SEALED AND DELIVERED) IN THE PRESENCE OF A WITNESS)	PROPERTY OWNERS
)	
)	
)	
)	
Witness)	Marisha Christine Caswell
)	
)	
)	
)	
)	Jared Bryce Mackinnon
)	
)	
)	
)	
)	THE CORPORATION OF THE CITY OF SAULT STE. MARIE
)	
)	
)	
)	
)	Mayor – Christian Provenzano
)	
)	
)	
)	Clerk – Malcolm White

SCHEDULE "A"

ALL AND SINGULAR THAT certain parcel or tract of land and premises situate, lying and being in the City of Sault Ste. Marie, in the District of Algoma, and being composed of

PIN 31541-0137 (LT)

PT LT 1 BLK E PL 286 ST. MARY'S PT 2 1R8517; SAULT STE. MARIE.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2015-122

AGREEMENT: (C3.16(1)) A by-law to authorize the execution of an agreement between the City and the owner of 1164 Queen Street East for the conservation of the present historical, architectural, contextual, aesthetic, scenic and heritage characteristics and conditions of the property.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25, and section 37(1) of the *Ontario Heritage Act*, R.S.O. 1990, c. 0.18, **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 June 22, 2015 between the City and the owner of 1164 Queen Street East, a copy of which is attached as Schedule "A" hereto. This agreement is known as a Heritage Property Agreement.

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 22nd day of June, 2015.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

SCHEDULE "A"

TO THE LAND REGISTRAR FOR THE LAND TITLES OFFICE OF THE DISTRICT OF ALGOMA

The Corporation of the City of Sault Ste. Marie has an unregistered estate, right, interest or equity in the land described as all of PIN 31538-0477 LT.

The land is registered in the name of CINDY LEOLA PARNIAK and we hereby apply under s. 71 of the Land Titles Act and s. 37(2) of the *Ontario Heritage Act*, R.S.O. 1990, c. O.18 for the entry of notice of heritage property agreement on the said PIN.

THIS HERITAGE PROPERTY AGREEMENT made this 22nd day of June, 2015

B E T W E E N:

CINDY LEOLA PARNIAK
(hereinafter called the "Owner")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Owner is the owner of certain lands and premises situated in the City of Sault Ste. Marie in the District of Algoma and Province of Ontario, and municipally known as 1164 Queen Street East, Sault Ste. Marie, Ontario (hereinafter called the "Property"), and more particularly described in Schedule "A" attached hereto and on which there is a residence (hereinafter called the "Eligible Heritage Property");

AND WHEREAS one of the purposes of the *Ontario Heritage Act*, R.S.O. 1990, c. O.18, is to support, encourage and facilitate the conservation, protection and preservation of the heritage of Ontario;

AND WHEREAS by Subsection 37(1) of the *Ontario Heritage Act*, the City is entitled to enter into agreements or covenants with owners of real property, or interests therein, for the conservation of the Property of historic or architectural value or interest;

AND WHEREAS by Subsection 37(3) of the *Ontario Heritage Act*, such agreements and covenants entered into by the City when registered in the proper Land Registry Office against the real property affected by them shall run with the real property and may, whether positive or negative in nature, be enforced by the City or its assignee against the owners or any subsequent owners of the real property, even where the City owns no other land which would be accommodated or benefitted by such agreements and covenants;

AND WHEREAS the Owner and the City desire to conserve the present historical, architectural, contextual, aesthetic, scenic and heritage characteristics and conditions of the Eligible Heritage Property on the Property as set out in the "Reasons for Identification" ;

AND WHEREAS to this end, the Owner and the City agree to enter into this Heritage Property Agreement (hereinafter called the "Agreement");

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the City to the Owner (the receipt of which is hereby acknowledged), and for other valuable consideration, and in further consideration of the granting of the covenants herein and in further consideration of the mutual covenants and restrictions hereinafter set forth, the Owner and the City agree to abide by the following covenants and restrictions which shall run with the Eligible Heritage Property forever.

1.0 REASONS FOR IDENTIFICATION

1.1 Statement of Reasons

The Owner and the City agree that for the purposes of this Agreement the following statement (hereinafter called the "Description of Property") sets out the description of the Eligible Heritage Property that has been identified by the City as having historic and architectural significance:

- a) Constructed in 1916, this is one of only two Prairie-style homes in the city, designed and built by the same builder as 911 Wellington Street East;
- b) Original wood windows with storms throughout;
- c) Unique upstairs "widow's walk" balcony off upstairs bedroom;
- d) Beautiful set of five bay windows grace the southeast corner with overhanging roof;
- e) A large front porch, bordered by a row of upturned bricks and with roof supported by six massive stuccoed pillars;

- f) There is a unique set of original wooden French doors leading into the living room from this porch;
- g) A lovely side entrance with original wooden interior door and boot room graces the west side; and
- h) Beautiful bevelled and stained glass windows grace this boot room.

1.2 Photographs Relevant to Duties of the Owner

The Owner acknowledges that a set of dated photographs (hereinafter referred to collectively as the "Photographs"), document the state of the Eligible Heritage Property as of the date of execution of this Agreement. The original photographs will be kept on file at the offices of the Recreation and Culture Division of the Community Services Department or such other location as the City may determine, and may be examined at any time upon reasonable notice to the City. The Photographs generally depict certain significant features of the appearance or the construction of the Eligible Heritage Property and the Reasons for Identification and the Photographs shall be referred to in determining the duties of the Owner under this Agreement.

When alterations are made to the Eligible Heritage Property pursuant to paragraph 2.1, the Owner shall within ninety (90) days of completion of such alterations and at the Owner's expense, provide to the City new photographs taken from the same vantage point and identifying the same features of the appearance or construction as the original photographs. Such photographs shall be dated and filed with the City. The City shall number the said photographs which shall replace the original Photographs and all references in this agreement to the Photographs shall be deemed to refer to such new replacement photographs.

2.0 DUTIES OF OWNER

2.1 Normal Repairs and Alterations

The Owner shall not, except as hereinafter set forth, without the prior written approval of the City, undertake or permit any demolition, construction, alteration, remodelling or any other thing or act which would materially affect the features of the appearance or construction of the Eligible Heritage Property as set out in the "Reasons for Identification" and as may be depicted in the copies of the Photographs on file or drawings and other documents attached hereto. The approval required to be obtained from the City herein shall be deemed to have been given upon the failure of the City to respond in writing to a written request for it within ninety (90) days of receiving such request as its address as set out in paragraph 7.1 of this Agreement. If the approval of the City is given or deemed to be given under this paragraph, the Owner, in undertaking or permitting the construction, alteration, remodelling or other thing or act so approved of, shall use materials approved by the City.

2.2 Insurance

The Owner shall, at all times during the currency of this Agreement, keep the Eligible Heritage Property insured against normal perils that are coverable by fire and extended coverage insurance in an amount equal to the replacement cost of the Eligible Heritage Property. Upon execution of this Agreement, the Owner shall deliver to the City proof of insurance in a form satisfactory to the City. The Owner further agrees to provide written evidence of the renewal of such policy at least three (3) weeks prior to the expiration date of the policy, in a form satisfactory to the City.

2.3 Damage or Destruction

The Owner shall notify the City of any damage or destruction to the Eligible Heritage Property within ten (10) clear days of such damage or destruction occurring. In the event that the Eligible Heritage Property is damaged or destroyed and the replacement, rebuilding, restoration or repair of it is impractical because of the financial costs involved, or because of the particular nature of the Eligible Heritage Property, the Owner shall, in writing within forty (40) days of the giving by the Owner of notice of such damage or destruction, request written approval by the City to demolish the Eligible Heritage Property, pursuant to paragraph 2.1. If the approval of the City is given or deemed to be given, the Owner shall be entitled to retain any proceeds from the insurance hereinbefore mentioned and to demolish the Eligible Heritage Property.

2.4 Reconstruction by Owner

If the Owner has not requested the approval to demolish referred to in paragraph 2.4 or if the City does not give the approval to demolish referred to in paragraph 2.4, the Owner shall replace, rebuild, restore or repair the Eligible Heritage Property so as to effect the complete restoration of the Eligible Heritage Property. Before the commencement of such work, the Owner shall submit all plans and specifications for the replacement, rebuilding, restoration or repair of the Eligible Heritage Property to the City for its written approval within one hundred and thirty-five (135) days of the damage or destruction occurring to the Eligible Heritage Property. A refusal by the City to approve any plans and specifications may be based upon choice of materials, appearance, architectural style or any other ground or grounds including, but not limited to, purely aesthetic grounds, and the determination of the City shall be final. The Owner shall not commence or cause restorative work to be commenced before receiving the written approval of the City of the plans and specifications for it, and such restorative work shall be performed upon such terms and conditions as the City may stipulate. Such approval shall be deemed to have been received upon failure of the City to respond in writing to a written request for it within ninety (90) days of the receipt of such request by the City. The Owner shall cause all replacement, rebuilding, restoration and repair work on the Eligible Heritage Property to be commenced within thirty (30) days of the approval by the City of the plans and specifications for it and to be completed within nine (9) months of commencement, or as soon as possible thereafter if factors beyond their control prevent completion within the

said nine (9) months, and the Owner shall cause all such work to conform to the plans and specifications approved of and terms and conditions stipulated by the City.

2.5 Failure of the Owner to Reconstruct

In the event that a request to demolish is not submitted or is refused pursuant to the provision of paragraph 2.3 and the Owner fails to submit plans and specifications pursuant to paragraph 2.4 which are acceptable to the City within one hundred and thirty-five (135) days of the damage or destruction occurring to the Eligible Heritage Property, the City may prepare its own set of plans and specifications. The Owner shall have thirty (30) days from receiving a copy of such plans and specifications to notify the City in writing that they intend to replace, rebuild, restore or repair the Eligible Heritage Property in accordance with those plans and specifications.

If the Owner does not so notify the City within the said thirty (30) days, the City may enter onto the property and proceed with replacing, rebuilding, restoring or repairing the Eligible Heritage Property so as to effect the complete restoration of the Eligible Heritage Property. The Owner shall reimburse the City for all expenses incurred by the City in carrying out such work.

2.6 Maintenance of the Eligible Heritage Property

The Owner shall at all times maintain the Eligible Heritage Property in as good and as sound a state of repair as a prudent owner would normally do, so that no deterioration in the Eligible Heritage Property's condition and appearance shall take place, including, without limiting the generality of the foregoing, taking all reasonable measures to secure and protect the Eligible Heritage Property from vandalism, fire and damage from inclement weather.

2.7 Signs, Structures, Etc.

The Owner shall not erect or permit the erection on the Property or on the Eligible Heritage Property of any signs, awnings, television aerials satellite dishes or other objects of a similar nature without the prior written approval of the City. Such approval may, in the sole discretion of the City and for any reason which the City considers necessary, be refused, provided that with respect to signage to identify the occupant(s) of the Eligible Heritage Property from time to time, the approval of the City shall not be unreasonably withheld, having regard to its use of the Eligible Heritage Property, the Reasons for Identification and the Photographs.

2.8 No Act of Waste

The Owner shall not commit or permit any act of waste on the Property. In respect to the subject lands, the Owner shall not, except with the prior written approval of the City:

- (a) grant any easement or right-of-way which would adversely affect the Agreement hereby granted;
- (b) erect or remove or permit the erection or removal of any Eligible Heritage Property, sign, fence or other structure of any type whatsoever;
- (c) allow the dumping of soil, rubbish, ashes, garbage, waste or other unsightly, hazardous or offensive materials of any type or description;
- (d) except for the maintenance of existing improvements, allow any changes in the general appearance or topography of the lands, including and without limiting the generality of the foregoing, the construction of drainage ditches, transmission towers and lines, and other similar undertakings as well as the excavation, dredging or removal of loam, gravel, soil, rock, sand or other materials;
- (e) allow the planting of trees, shrubs or other vegetation which would have the effect of (i) reducing the aesthetic value of the Eligible Heritage Property or the Property or (ii) causing any damage to the Eligible Heritage Property;
- (f) allow any activities, actions or uses detrimental or adverse to water conservation, erosion control and soil conservation; and
- (g) allow the removal, destruction or cutting of trees, shrubs or vegetation except as may be necessary for (i) the prevention or treatment of disease or (ii) other good husbandry practices.

2.9 General

The Owner agrees to procure and provide to the City any postponement agreements which the City Solicitor considers necessary to ensure that this agreement shall have a priority over any other interest in the Property.

2.10 Breach of Owner's Obligations

If the City, in its sole discretion, is of the opinion that the Owner has neglected or refused to perform any of their obligations set out in this Agreement, the City may, in addition to any of its other legal or equitable remedies, serve on the Owner a notice setting out particulars of the breach and of the City's estimated maximum costs of remedying the breach. The Owner shall have thirty (30) days from receipt of such notice to remedy the breach or make arrangements satisfactory to the City for remedying the breach.

If within those thirty (30) days the Owner has not remedied the breach or made arrangements satisfactory to the City for remedying the breach, or if the Owner does not carry out the said arrangements within a reasonable period of time, of which the City shall be the sole and final judge, the City may enter upon the Property and may carry out the Owner's obligations and the Owner shall reimburse the City for all expenses incurred thereby. Such expenses incurred by the City shall, until paid to it by the Owner, be a debt owed by the City and recoverable by the City by action in a court of law.

2.11 Waiver

The failure of the City at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the City of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time.

2.12 Extension of Time

Time shall be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Owner and the City, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

2.13 Emergencies

Notwithstanding the provisions of paragraph 2.1, it is understood and agreed that the Owner may undertake such temporary measures in respect of the Eligible Heritage Property as are:

- (1) in keeping with the intentions of this Agreement;
- (2) consistent with the conservation of the Eligible Heritage Property, and
- (3) reasonably necessary to deal with an emergency which puts the security or integrity of the Eligible Heritage Property or occupants of the Eligible Heritage Property at risk of damage,

provided that the *Eligible Heritage Property Code Act, 1992*, S.O. 1992, c. 23, as amended, or re-enacted from time to time is complied with and, where time permits, the Manager of Recreation & Culture is consulted.

3.0 USE OF PROPERTY

- 3.1** The Owner expressly reserves for itself, its representatives, heirs, successors and assigns the right to continue the use of the Property for all purposes not inconsistent with this Agreement.

4.0 INSPECTION OF THE PROPERTY

4.1 Inspection by City at All Reasonable Times

The City or its representatives shall be permitted at all reasonable times to enter upon and inspect the Property and the Eligible Heritage Property upon prior written notice to the Owner of at least twenty-four (24) hours.

5.0 NOTICE OF HERITAGE PROPERTY AGREEMENT

5.1 Plaque

The Owner agrees to allow the City to erect a plaque on the Eligible Heritage Property in a tasteful manner and at the City's expense indicating that the Eligible Heritage Property has been designated as a heritage property.

5.2 Publicity

The Owner agrees to allow the City to publicize the fact that the Eligible Heritage Property has been designated a heritage property.

6.0 SEVERABILITY OF COVENANTS

6.1 Proper Covenants Not to Terminate

The Owner and the City agree that all covenants and restrictions contained in this Agreement shall be severable, and that should any covenant or restriction in this Agreement be declared invalid or unenforceable, the remaining covenants and restrictions shall not terminate thereby.

7.0 NOTICE

7.1 Addresses of Parties

Any notices to be given under this Agreement shall be delivered to the parties at their respective addresses. The respective addresses of the parties for such purposes presently are as follows:

The Owner: Cindy Leola Parniak
1164 Queen Street East
Sault Ste. Marie, Ontario P6A 2E4

The City: The Corporation of the City of Sault Ste. Marie
Manager of Recreation and Culture
Community Services Department
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, Ontario P6A 5N1

The parties agree to notify each other immediately, in writing, of any changes of address from those set out above.

7.2 Service in Person or by Mail Except Where Postal Service is Interrupted

Except in the event of an interruption in the postal service, any notices to be given under this Agreement shall be delivered in person or sent by prepaid registered mail addressed to the parties at their respective addresses as set out in paragraph 7.1. In the event that a notice is delivered in person, the party receiving the notice shall forthwith indicate receipt of the notice by signing a form of acknowledgement of receipt, and in that event, the notice shall be deemed to have been received on the date on which the form of acknowledgement of receipt was signed. In the event that a party refuses to sign an acknowledgement of receipt of the notice, the person delivering the notice may swear an affidavit of service, and the notice shall be presumed to have been received on the date of service as set out in such affidavit. In the event that a notice is sent by prepaid registered mail, it shall be deemed to have been received on the second clear day following the day on which the notice was sent.

7.3 Service Where Postal Service is Interrupted

In the event of any interruption in the postal service, notice may be given to either party at its respective address as set out in paragraph 7.1, either in person or by special courier. The party receiving the notice shall indicate the receipt of it by signing a form of acknowledgement of receipt, and the notice shall be deemed to have been received on the date on which the form of acknowledgement of receipt was signed. In the event that either party refuses to sign an acknowledgement of receipt of the notice, the person delivering the notice may swear an affidavit of service, and the notice shall be presumed to have been received on the date of service as set out in such affidavit.

8.0 ENTIRETY

8.1 No Extraneous Agreements Between the Parties

Except as set out herein, this written Agreement embodies the entire agreement of the parties with regard to the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out.

9.0 SUBSEQUENT INSTRUMENTS

9.1 Subsequent Instruments to Contain These Provisions

Notice of these covenants and restrictions shall be inserted by the Owner in any subsequent deed or other legal instrument by which they divest themselves either of the fee simple title to or of their possessory interest in the Property or the Eligible Heritage Property. The Owner consents to the registration of this Agreement against the title of the Property.

9.2 Notice to Municipality

The Owner shall immediately notify the City in the event that they divest themselves of the fee simple title to or of their possessory interest in the Property or the Eligible Heritage Property.

10.0 INTERPRETATION

10.1 The headings in the body of this Agreement form no part of the Agreement but shall be deemed to be inserted for convenience of reference only.

10.2 This Agreement shall be construed with all changes in number and gender as may be required by the context.

11.0 ENUREMENT

11.1 Covenants to Run With the Property

The covenants and restrictions set out in this Agreement shall run with the Property and shall enure to the benefit of and be binding upon the Owner and upon the City and their respective heirs, executors, administrators, successors and assigns as the case may be.

12.0 TERMINATION

12.1 Term of Agreement

Notwithstanding any other provision of this Agreement, the term of this Agreement shall end on the date of receipt of approval to demolish pursuant to paragraph 2.3

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals attested by their respective proper signing officers in that behalf duly authorized.

**SIGNED, SEALED AND DELIVERED) PROPERTY OWNER
IN THE PRESENCE OF A WITNESS)**

Witness)

Cindy Leola Parniak)

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

Mayor – Christian Provenzano)

Clerk – Malcolm White)

SCHEDULE "A"

ALL AND SINGULAR THAT certain parcel or tract of land and premises situate, lying and being in the City of Sault Ste. Marie, in the District of Algoma, and being composed of

PIN 31538-0477 (LT)

LT 3 PL 20815 ST. MARY'S EXCEPT T41809; PT LT 2 PL 20815 ST. MARY'S AS IN T387114;
SAULT STE. MARIE.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2015-123

AGREEMENT: (L1.16) A by-law to authorize the execution of an agreement between the City and EOS Canada Inc. for the collection of fines, fees, costs and surcharges on behalf of the Municipality from June 15, 2015 to June 14, 2017.

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 June 22, 2015 between the City and EOS Canada Inc., a copy of which is attached as Schedule "A" hereto. This agreement is for the collection of fines, fees, costs and surcharges on behalf of the Municipality from June 15, 2015 to June 14, 2017.

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 22nd day of June, 2015.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

**COLLECTION SERVICES AGREEMENT FOR
PROVINCIAL OFFENCES ACT FINES**

THIS AGREEMENT made in duplicate this 22nd day of June, 2015.

B E T W E E N:

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

(herein referred to as the "Municipality")

- and -

EOS CANADA INC.

(herein referred to as "EOS")

THIS AGREEMENT WITNESSETH THAT in consideration of the mutual promises and obligations contained herein, the Parties agree as follows:

1. TERM

This agreement (the "Agreement") shall be for a term of two (2) years commencing June 15, 2015 and ending June 14, 2017 (the "Term"). Provided that this Agreement is not previous cancelled or terminated by either Party in accordance with this Agreement, by operation of law or otherwise, and further provided that EOS has faithfully complied with and performed all of the covenants and conditions as set out in this Agreement on its part to be performed during the Term. Then, upon mutual agreement of the Parties hereto, and on completion of the Term as set out herein, this Agreement shall renew on a year-to-year basis thereafter upon the same terms, covenants and provisions as set out herein.

2. DESCRIPTION OF WORK

The work (the "Work") shall consist of:

- (1) Provide all that is necessary and required to perform all the work shown and described in the documents entitled "Request for Proposal – Professional Collection Services – File #2015LP01P"; and
- (2) Covenant and undertake to provide all that is necessary and required to perform all of the work shown and described in this Agreement and the Contract Documents.

3. DOCUMENTS

- (1) The following list is an exact list of the Contract Documents referred to in Section 2(2) of this Agreement:
- | | | |
|-----|--------------------------------------|---|
| (a) | Information to Proponents | Pages 4 to 8 of Request for Proposals |
| (b) | Form of Proposal | Pages 9 to 10 of Request for Proposals |
| (c) | Terms of Reference | Pages 11 to 16 of Request for Proposals |
| (d) | EOS Response to Request for Proposal | Dated February 27, 2015 |
- (2) In the event of a conflict or inconsistency between the EOS Response to Request for Proposal and the Documents referred to in Section 3(1) (a) through (c) inclusive, the Documents in Section 3(1) (a) through (c) inclusive shall prevail.

4. EXECUTION OF WORK

- (1) EOS shall always carry out the Work in a diligent manner.
- (2) No information about any account shall be given to any person or entity by EOS either during or after the Term unless prior written authorization to do so has been provided by the Municipality, and only then, in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56. Upon expiry of this Agreement, EOS shall provide to the Municipality all accounts and related documentation pertaining to such accounts.

5. SETTLEMENTS NOT PERMITTED

Settlements are not permitted on POA fines accounts.

6. REMITTANCE OF MONIES

When money has been collected, EOS shall remit weekly to the Municipality, in the form of a cheque, all of the monies collected on behalf of the Municipality in respect of the accounts, accompanied by a mutually agreeable financial statement. The monies collected by EOS on behalf of the Municipality shall be considered at all times to the Municipality's money.

7. PAYMENT FOR SERVICES

- (1) EOS, as Municipal Partner, has the authority to collect fines, fees, costs and surcharges and enforce their payment, pursuant to Subsections 165(1) and (2) of the *Provincial Offences Act*, R.S.O. 1990, c. P.33. Collection, enforcement and disbursement of revenue are to be carried out as specified in the Transfer Agreement, this Agreement and relevant legislation and regulations.
- (2) EOS shall invoice the Municipality monthly on a gross basis (i.e. no commission deducted) for the Work performed for the Municipality in the previous thirty (30) days at the rates of 14% plus Harmonized Sales Tax on retail accounts. Such invoice shall separately set out the applicable Harmonized Sales Taxes payable by the Municipality with respect to EOS's fees.
- (3) Except where a dispute arises with respect to the accuracy of an invoice, the Municipality shall pay to EOS the invoiced amount within thirty (30) days of receipt thereof.
- (4) Where a dispute arises with respect to the accuracy of an invoice issued by EOS, the Parties shall make every reasonable effort to resolve the discrepancy, including undertaking a review of the account records. Where the discrepancy is resolved, EOS shall prepare and issue a revised invoice and the Municipality shall pay such invoice in accordance with Section 7(2) of this Agreement. Where the Parties are unable to resolve the discrepancy, the Municipality's auditor shall be appointed to carry out an audit of the invoice and all related records and the costs of such audit shall be borne equally by the Parties.

8. SUSPENDED LICENCES

- (1) Where the debtor's licence has been suspended as a result of an unpaid fine, EOS shall inform the debtor in each of its dealings with the debtor that to avoid any delay in processing a payment, the debtor may pay the fine at any Provincial Offences Office of the Ontario Court of Justice.
- (2) Upon receipt of full payment from a debtor of a suspended licence account, EOS shall immediately report same to the Municipality by facsimile or email to guarantee licence reinstatement. For clarity sake, the Parties hereto acknowledge and agree that EOS shall report the information set out herein on a weekly basis.

9. PAYMENT OF NON-NEGOTIABLE CHEQUE (N.S.F.)

EOS shall hold all payments by cheque for ten (10) business days to allow cheques to clear the bank.

10. DIRECT PAYMENTS TO MUNICIPALITY

The Municipality shall notify EOS weekly by facsimile or email of all extensions, appeals, write-offs, reopenings and payments received by the Municipality for accounts that are already filed with EOS for collection.

11. REPORTS

EOS shall provide the following reports to the Municipality at the intervals set out:

Report	Explanation	Frequency of Submission
Acknowledgement Report	Acknowledgement receipt of the Municipality's accounts provided to EOS for collection each month.	Monthly after receiving the collection account information
Status Report on Individual Accounts at Request of Municipality	Reporting the status of each Municipality account filed with EOS for collection	Monthly
Performance Report	Setting out the performance of EOS with respect to Municipality collections to date	Upon request of the Municipality

12. CREDIT BUREAU

EOS shall report all Municipality accounts to the Equifax and Trans Union credit bureau.

13. TERMINATION OF AGREEMENT

- (1) In the event that EOS breaches any provision of this Agreement, the Municipality shall notify EOS in writing of the nature of said breach, and EOS shall be given fifteen (15) days to remedy the violation. If EOS has not remedied the violation to the satisfaction of the Municipality at the expiration of fifteen (15) days from such notification, the Municipality, at its sole discretion and without prejudice to any other remedy available to the Municipality, may:

- (a) Waive the breach;
 - (b) Make any other mutually agreeable arrangement with EOS; or
 - (c) Terminate this Agreement pursuant to Section 13(3) of this Agreement.
- (2) In addition to Section 13(1) of this Agreement, where any breach of this Agreement is waived, such waiver may be made in whole or in part without prejudice to the waiving party's rights in any subsequent breach of any provision of this Agreement. A waiver shall be binding on the waiving party only if it is in writing.
- (3) Either party may terminate this Agreement, without cause or reason, by giving the other party thirty (30) days written notice.
- (4) Upon termination of this Agreement, EOS and the Municipality shall forthwith pay to each other any monies owing to date, and EOS shall return any incomplete account materials.

14. LIMITATIONS OF LIABILITY

The Municipality shall not be liable or responsible in any way for an injuries or damages whether physical or economic, direct or consequential, of any kind (including death) that may be suffered or sustained by EOS or any of its officers, employees, agents contractors or any other person, howsoever caused.

15. INDEMNIFICATION

EOS shall indemnify and save harmless the Municipality, its members of council, officers, employees, agents and contractors, from all manner of penalty, claims, losses, costs, expenses, actions or proceedings of any kind or nature whatsoever, arising from or related to anything done or omitted to be done directly by EOS or by its officers, employees, agents or contractors in connection with the performance of EOS's obligations under this Agreement or from this Agreement.

16. INSURANCE

- (1) EOS shall protect itself from and against all claims that might arise from anything done, proposed to be done or omitted to be done by EOS, its officers, employees, agents or contractors in connection with this Agreement.
- (2) For the purposes of Section 16(1) of this Agreement, and without restricting the generality of that Section, EOS shall, at its own expense, maintain in full force and effect during the term of this Agreement, a policy

of comprehensive general liability insurance, in form and substance acceptable to the Municipality and written by a responsible carrier or carries acceptable to the Municipality, including Product and Completed Operations Liability, Contractual Liability, Owners and/or Contractors Protective Liability, Contingent Employers Liability and contain a Cross Liability Clause protecting the Municipality as if separately insured. The insurance shall have a limit of not less than Two Million (\$2,000,000.00) Dollars per occurrence for any cause of action, demand or claim with respect to personal injury (including death) or property damage, including loss of use thereof, and for any cause of action, demand or claim arising out of or occurring in connection with the obligations of EOS under this Agreement, including, but not limited to, a cause of action, demand or claim with respect to defamation, contravention of any right guaranteed under the Canadian Charter of Rights and Freedoms, and errors and omissions.

17. ASSIGNMENT

EOS shall not assign this Agreement or any portion thereof without the prior written consent of the Municipality. In the event that the Municipality consents to such assignment, EOS shall ensure that any assignee undertaking any of EOS's obligations hereunder shall be bound by the terms of this Agreement. EOS shall not be released of its obligation to the Municipality by reason of the assignment, and EOS shall be deemed liable for any breach of this Agreement, or any legislation or regulation, committed by the assignee.

18. MUNICIPALITY AND EOS CONTACT PERSONS

The following contact persons and addresses shall be used by all Parties for all matters in this Agreement that require the Parties to send documentation to a Party, or to contact a Party:

The Corporation of the City of Sault Ste. Marie
Nicole Grisdale
Court Liaison Supervisor
P.O. Box 580
Sault Ste. Marie, Ontario P6A 5N1
Telephone: (705) 759-5903
Facsimile: (705) 759-5395
Email: n.grisdale@cityssm.on.ca

EOS Canada Inc.
Lorraine Jaipaul
Manager of Client Services
1111-325 Milner Avenue
Toronto, Ontario M1B 5N1
Telephone: (647) 436-2621
Email: ljaiapaul@ncn.ca

19. AMENDMENTS

The Municipality and EOS hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both Parties.

20. ENTIRE AGREEMENT

EOS acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement other than as set out in this Agreement and the Contract Documents, which constitutes the entire agreement between the Parties and which may be modified only as set out in Section 19 of this Agreement.

21. SUCCESSORS

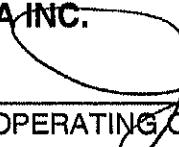
The provisions of this Agreement shall be binding upon, and enure to the benefit of, the Parties and their respective successors and, where applicable, permitted assigns.

22. GOVERNING LAW

The Parties hereto acknowledge and agree that this Agreement is made in the Province of Ontario and the Courts of the Province of Ontario shall have jurisdiction in reference to any matters herein.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement this 22nd day of June, 2015.

EOS CANADA INC.

Per: 
CHIEF OPERATING OFFICER – JIM SHAW

I have the authority to bind the Corporation

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

Per: 
MAYOR – CHRISTIAN PROVENZANO

Per: 
CITY CLERK – MALCOLM WHITE

We have the authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2015-124

RESOLUTIONS: (E2.1) A by-law to authorize the execution of twelve (12) Municipal Council Support Resolutions to support twelve (12) solar photovoltaic Feed-In-Tariff (FIT) applications being submitted to the Independent Electricity System Operator Feed-In-Tariff Program.

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

1. EXECUTION OF DOCUMENT

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to twelve (12) Municipal Council Support Resolutions in the form of Schedules "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K" and "L" hereto attached and dated the 22nd day of June, 2015, to support twelve (12) solar photovoltaic FIT applications being submitted to the Independent Electricity System Operator Feed-In-Tariff Program.

2. SCHEDULES "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K" and "L"

Schedules "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K" and "L" form a part of this by-law.

3. EFFECTIVE DATE

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

PASSED in open Council this 22nd day of June, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE



Independent Electricity
System Operator

**FEED-IN TARIFF
PROGRAM**

WRITABLE FORM

SCHEDULE "A"

120 Adelaide Street West, Suite 1600
Toronto, Ontario M5H 1T1
T 416-967-7474
F 416-907-1947
www.ieso.ca

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 4.0

Page 1 of 1 | Apr 2015 | IESOMRD/FIT-010r1

1	Resolution number: _____	FIT Reference Number: _____ <i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules, even where Local Municipality letterhead is used. This is not to be inserted by the Local Municipality.)</i>
	Date resolution was passed: _____	June 22, 2015

2	[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 4.0.	
	[AND WHEREAS] SCCEC 4.0 LP (the "Applicant") proposes to construct and operate a Rooftop Solar Project	
	(the "Project") on 158 Sackville Road (the "Lands") in Sault Ste. Marie, Ontario under the province's FIT Program;	
	[AND WHEREAS] the Applicant has requested that Council of the City of Sault Ste. Marie	
	indicate by resolution Council's support for the construction and operation of the Project on the Property.	
	[AND WHEREAS] pursuant to the FIT Rules, Version 4.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;	
	[NOW THEREFORE BE IT RESOLVED THAT]	
	Council of the the City of Sault Ste. Marie supports the construction and operation of the Project on the Lands.	
	This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project, or for any other purpose.	

3	Signed: _____		Signed: _____	
	Title: Mayor Christian Provenzano		Title: Malcolm White, City Clerk	
	Date: June 22, 2015		Date: June 22, 2015	
	<i>(Signature lines for elected representatives. At least one signature required.)</i>			



IESO
Independent Electricity
System Operator

**FEED-IN TARIFF
PROGRAM**

WRITABLE FORM

120 Adelaide Street West, Suite 1600
Toronto, Ontario M5H 1T1
T 416-967-7474
F 416-967-1947
www.ieso.ca

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 4.0

[Page 1 of 1] Apr 2015 IESOMRD/F-FIT-010r1

1	Resolution number: _____	FIT Reference Number: _____ <i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules, even where Local Municipality letterhead is used. This is not to be inserted by the Local Municipality.)</i>
	Date resolution was passed: June 22, 2015	

2	[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 4.0.	
	[AND WHEREAS] SCCEC 4.0 LP (the "Applicant") proposes to construct and operate a Rooftop Solar Project	
	(the "Project") on 940 Second Line West (the "Lands") in Sault Ste. Marie, Ontario under the province's FIT Program;	
	[AND WHEREAS] the Applicant has requested that Council of the City of Sault Ste. Marie indicate by resolution Council's support for the construction and operation of the Project on the Property.	
	[AND WHEREAS] pursuant to the FIT Rules, Version 4.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;	
	[NOW THEREFORE BE IT RESOLVED THAT]	
	Council of the the City of Sault Ste. Marie supports the construction and operation of the Project on the Lands.	
	This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project, or for any other purpose.	

3	Signed: _____	Signed: _____
	Title: Mayor Christian Provenzano	Title: Malcolm White, City Clerk
	Date: June 22, 2015	Date: June 22, 2015
	<i>(Signature lines for elected representatives. At least one signature required.)</i>	

SCHEDULE "C"

FEED-IN TARIFF
PROGRAM

WRITABLE FORM

Independent Electricity
System Operator

120 Adelaide Street West, Suite 1800
Toronto, Ontario M5H 1T1
T 416-967-7474
F 416-967-1947
www.ieso.ca

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 4.0

Page 1 of 1 Apr 2015 IESOMRD/F-FIT-010/1

1	Resolution number: _____	FIT Reference Number: _____ <i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules, even where Local Municipality letterhead is used. This is not to be inserted by the Local Municipality.)</i>
	Date resolution was passed: June 22, 2015	

2	<p>[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 4.0.</p> <p>[AND WHEREAS] SCCEC 4.0 LP (the "Applicant") proposes to construct and operate a Rooftop Solar Project (the "Project") on 1124 Great Northern Road (the "Lands") in Sault Ste. Marie, Ontario under the province's FIT Program;</p> <p>[AND WHEREAS] the Applicant has requested that Council of the City of Sault Ste. Marie indicate by resolution Council's support for the construction and operation of the Project on the Property.</p> <p>[AND WHEREAS] pursuant to the FIT Rules, Version 4.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;</p> <p>[NOW THEREFORE BE IT RESOLVED THAT]</p> <p>Council of the the City of Sault Ste. Marie supports the construction and operation of the Project on the Lands.</p> <p>This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project, or for any other purpose.</p>	
---	---	--

3	<p>Signed: _____</p> <p>Title: Mayor Christian Provenzano</p> <p>Date: June 22, 2015</p> <p>Signed: _____</p> <p>Title: Malcolm White, City Clerk</p> <p>Date: June 22, 2015</p> <p><i>(Signature lines for elected representatives. At least one signature required.)</i></p>	
---	--	--



Independent Electricity
System Operator

**FEED-IN TARIFF
PROGRAM**

WRITABLE FORM

SCHEDULE "D"

120 Adelaide Street West, Suite 1600
Toronto, Ontario M5H 1T1
T 416-967-7474
F 416-967-1947
www.ieso.ca

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 4.0

Page 1 of 1 | Apr 2015 | IESOMRD/F-FIT-010r1

1	Resolution number: _____	FIT Reference Number: _____ <i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules, even where Local Municipality letterhead is used. This is not to be inserted by the Local Municipality.)</i>
	Date resolution was passed: _____	June 22, 2015

2	<p>[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 4.0.</p> <p>[AND WHEREAS] _____ SCCEC 4.0 LP _____ (the "Applicant") proposes to construct and operate a _____ Rooftop Solar Project (the "Project") on _____ 460 Plm Street _____ (the "Lands") in Sault Ste. Marie, Ontario _____ under the province's FIT Program;</p> <p>[AND WHEREAS] the Applicant has requested that Council of _____ the City of Sault Ste. Marie _____ indicate by resolution Council's support for the construction and operation of the Project on the Property.</p> <p>[AND WHEREAS] pursuant to the FIT Rules, Version 4.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;</p> <p>[NOW THEREFORE BE IT RESOLVED THAT]</p> <p>Council of the _____ the City of Sault Ste. Marie _____ supports the construction and operation of the Project on the Lands.</p> <p>This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project, or for any other purpose.</p>	
---	--	--

3	<p>Signed: _____</p> <p>Title: _____ Mayor Christian Provenzano _____</p> <p>Date: _____ June 22, 2015 _____</p> <p>Signed: _____</p> <p>Title: _____ Malcolm White, City Clerk _____</p> <p>Date: _____ June 22, 2015 _____</p> <p><i>(Signature lines for elected representatives. At least one signature required.)</i></p>	
---	--	--



Independent Electricity
System Operator

**FEED-IN TARIFF
PROGRAM**

WRITABLE FORM

120 Adelaide Street West, Suite 1600
Toronto, Ontario M5H 1T1
T 416-967-7474
F 416-967-1947
www.ieso.ca

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 4.0

Page 1 of 1 | Apr 2015 | IESOMRD/F-FIT-0101

1	Resolution number: _____ Date resolution was passed: June 22, 2015	FIT Reference Number: _____ <i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules, even where Local Municipality letterhead is used. This is not to be inserted by the Local Municipality.)</i>
---	---	--

2	<p>[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 4.0.</p> <p>[AND WHEREAS] SCCEC 4.0 LP (the "Applicant") proposes to construct and operate a Rooftop Solar Project (the "Project") on 9 Sackville Road (the "Lands") in Sault Ste. Marie, Ontario under the province's FIT Program;</p> <p>[AND WHEREAS] the Applicant has requested that Council of the City of Sault Ste. Marie indicate by resolution Council's support for the construction and operation of the Project on the Property.</p> <p>[AND WHEREAS] pursuant to the FIT Rules, Version 4.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;</p> <p>[NOW THEREFORE BE IT RESOLVED THAT]</p> <p>Council of the the City of Sault Ste. Marie supports the construction and operation of the Project on the Lands.</p> <p>This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project, or for any other purpose.</p>	
---	--	--

3	Signed: _____ Title: Mayor Christian Provenzano Date: June 22, 2015		Signed: _____ Title: Malcolm White, City Clerk Date: June 22, 2015
---	---	--	--

(Signature lines for elected representatives. At least one signature required.)



Independent Electricity
System Operator

FEED-IN TARIFF

PROGRAM

SCHEDULE "F"

WRITABLE FORM

120 Adelaide Street West, Suite 1800
Toronto, Ontario M5H 1T1
T 416-967-4774
F 416-967-1947
www.ieso.ca

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(l) of the FIT Rules, Version 4.0

Page 1 of 1 | Apr 2015 | IESOMRD/F-FIT-010r1

1	Resolution number: _____	FIT Reference Number: _____ <i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules, even where Local Municipality letterhead is used. This is not to be inserted by the Local Municipality.)</i>
	Date resolution was passed: June 22, 2015	

2	<p>[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 4.0.</p> <p>[AND WHEREAS] SCCEC 4.0 LP (the "Applicant") proposes to construct and operate a Rooftop Solar Project (the "Project") on 803 Great Northern Road (the "Lands") in Sault Ste. Marie, Ontario under the province's FIT Program;</p> <p>[AND WHEREAS] the Applicant has requested that Council of the City of Sault Ste. Marie indicate by resolution Council's support for the construction and operation of the Project on the Property.</p> <p>[AND WHEREAS] pursuant to the FIT Rules, Version 4.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;</p> <p>[NOW THEREFORE BE IT RESOLVED THAT]</p> <p>Council of the the City of Sault Ste. Marie supports the construction and operation of the Project on the Lands.</p> <p>This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project, or for any other purpose.</p>	
---	---	--

3	<p>Signed: _____</p> <p>Title: Mayor Christian Provenzano</p> <p>Date: June 22, 2015</p> <p><i>(Signature lines for elected representatives. At least one signature required.)</i></p>		<p>Signed: _____</p> <p>Title: Malcolm White, City Clerk</p> <p>Date: June 22, 2015</p>	
---	--	--	---	--



ieso
Independent Electricity
System Operator

**FEED-IN TARIFF
PROGRAM**

WRITABLE FORM

SCHEDULE "G"

120 Adelaide Street West, Suite 1600
Toronto, Ontario M5H 1T1
T 416-967-7474
F 416-967-1947
www.ieso.ca

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 4.0

Page 1 of 1 | Apr 2015 | IESOMRD/F-FIT-0101

1	Resolution number: _____	FIT Reference Number: _____ <i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules, even where Local Municipality letterhead is used. This is not to be inserted by the Local Municipality.)</i>
	Date resolution was passed: June 22, 2015	

2	[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 4.0. [AND WHEREAS] SCCEC 4.0 LP (the "Applicant") proposes to construct and operate a Rooftop Solar Project (the "Project") on 340 Great Northern Road (the "Lands") in Sault Ste. Marie, Ontario under the province's FIT Program; [AND WHEREAS] the Applicant has requested that Council of the City of Sault Ste. Marie indicate by resolution Council's support for the construction and operation of the Project on the Property. [AND WHEREAS] pursuant to the FIT Rules, Version 4.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;
[NOW THEREFORE BE IT RESOLVED THAT] Council of the City of Sault Ste. Marie supports the construction and operation of the Project on the Lands. This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project, or for any other purpose.	

3	Signed: _____	Signed: _____
Title: Mayor Christian Provenzano	Title: Malcolm White, City Clerk	
Date: June 22, 2015	Date: June 22, 2015	
<i>(Signature lines for elected representatives. At least one signature required.)</i>		

**FEED-IN TARIFF
PROGRAM**

WRITABLE FORM

Independent Electricity
System Operator**SCHEDULE "H"**

120 Adelaide Street West, Suite 1600
Toronto, Ontario M5H 1T1
T 416-967-7474
F 416-967-1947
www.ieso.ca

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 4.0

Page 1 of 1 | Apr 2015 | IESOMRD/f-FIT-010r1

1	Resolution number: _____	FIT Reference Number: _____ <i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules, even where Local Municipality letterhead is used. This is not to be inserted by the Local Municipality.)</i>
	Date resolution was passed: _____	June 22, 2015

2	[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 4.0.	
	[AND WHEREAS] SA&G LP (the "Applicant") proposes to construct and operate a Rooftop Solar PV Project	
	(the "Project") on 352 DACEY ROAD, SAULT STE. MARIE, P6A 5J7 (the "Lands") in Sault Ste. Marie under the province's FIT Program;	
	[AND WHEREAS] the Applicant has requested that Council of Sault Ste. Marie indicate by resolution Council's support for the construction and operation of the Project on the Property.	
	[AND WHEREAS] pursuant to the FIT Rules, Version 4.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;	
	[NOW THEREFORE BE IT RESOLVED THAT]	
	Council of the Sault Ste. Marie supports the construction and operation of the Project on the Lands.	
	This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project, or for any other purpose.	

3	Signed: _____		Signed: _____	
	Title: Mayor Christian Provenzano		Title: Malcolm White, City Clerk	
	Date: June 22, 2015		Date: June 22, 2015	
	<i>(Signature lines for elected representatives. At least one signature required.)</i>			



Independent Electricity
System Operator

**FEED-IN TARIFF
PROGRAM**

WRITABLE FORM

SCHEDULE "I"

120 Adelaide Street West, Suite 1600
Toronto, Ontario M5H 1T1
T 416-967-7474
F 416-967-1947
www.ieso.ca

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 4.0

Page 1 of 1 | Apr 2015 | IESOMRD/F-FIT-010r1

1	Resolution number: _____	FIT Reference Number: _____ <i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules, even where Local Municipality letterhead is used. This is not to be inserted by the Local Municipality.)</i>
	Date resolution was passed: June 22, 2015	

2	[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 4.0.	
	[AND WHEREAS] SA&G LP (the "Applicant") proposes to construct and operate a Rooftop Solar PV Project	
	(the "Project") on 23 TERRY FOX PLACE, SAULT STE. MARIE, P6A 6M9 (the "Lands") in Sault Ste. Marie under the province's FIT Program;	
	[AND WHEREAS] the Applicant has requested that Council of Sault Ste. Marie indicate by resolution Council's support for the construction and operation of the Project on the Property.	
	[AND WHEREAS] pursuant to the FIT Rules, Version 4.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;	
	[NOW THEREFORE BE IT RESOLVED THAT] Council of the Sault Ste. Marie supports the construction and operation of the Project on the Lands. This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project, or for any other purpose.	

3	Signed: _____	Signed: _____
	Title: Mayor Christian Provenzano	Title: Malcolm White, City Clerk
	Date: June 22, 2015	Date: June 22, 2015
	<i>(Signature lines for elected representatives. At least one signature required.)</i>	



Independent Electricity
System Operator

**FEED-IN TARIFF
PROGRAM**

WRITABLE FORM

SCHEDULE "J"

120 Adelaide Street West, Suite 1600
Toronto, Ontario M5H 1T1
T 416-967-7474
F 416-967-1947
www.ieso.ca

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 4.0

Page 1 of 1 | Apr 2015 | IESOMRD/F-FIT-010r1

1	Resolution number: _____	FIT Reference Number: _____ <i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules, even where Local Municipality letterhead is used. This is not to be inserted by the Local Municipality.)</i>
	Date resolution was passed: June 22, 2015	

2	[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 4.0.	
	[AND WHEREAS] SR&G LP (the "Applicant") proposes to construct and operate a Rooftop Solar PV Project	
	(the "Project") on 589 SECOND LINE EAST, SAULT STE. MARIE, P6B 4K2 (the "Lands") in Sault Ste. Marie under the province's FIT Program;	
	[AND WHEREAS] the Applicant has requested that Council of Sault Ste. Marie indicate by resolution Council's support for the construction and operation of the Project on the Property.	
	[AND WHEREAS] pursuant to the FIT Rules, Version 4.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;	
	[NOW THEREFORE BE IT RESOLVED THAT] Council of the Sault Ste. Marie supports the construction and operation of the Project on the Lands. This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project, or for any other purpose.	

3	Signed: _____	Signed: _____
	Title: Mayor Christian Provenzano	Title: Malcolm White, City Clerk
	Date: June 22, 2015	Date: June 22, 2015
	<i>(Signature lines for elected representatives. At least one signature required.)</i>	

**FEED-IN TARIFF
PROGRAM**

WRITABLE FORM

Independent Electricity
System Operator**TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION**

Section 5.1(g)(i) of the FIT Rules, Version 4.0

120 Adelaide Street West, Suite 1600
Toronto, Ontario M5H 1T1
T 416-967-7474
F 416-967-1947
www.ieso.ca

Page 1 of 1 | Apr 2015 | IESOMRD/F-FIT-010r1

1	Resolution number:	FIT Reference Number:
	Date resolution was passed:	June 22, 2015 <i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules, even where Local Municipality letterhead is used. This is not to be inserted by the Local Municipality.)</i>

2	[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 4.0.	
	[AND WHEREAS] SA&G LP (the "Applicant") proposes to construct and operate a Rooftop Solar PV Project	
	(the "Project") on 27 TERRY FOX PLACE, SAULT STE. MARIE, P6A 6M9 (the "Lands") In Sault Ste. Marie under the province's FIT Program;	
	[AND WHEREAS] the Applicant has requested that Council of Sault Ste. Marie indicate by resolution Council's support for the construction and operation of the Project on the Property.	
	[AND WHEREAS] pursuant to the FIT Rules, Version 4.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;	
	[NOW THEREFORE BE IT RESOLVED THAT] Council of the Sault Ste. Marie supports the construction and operation of the Project on the Lands. This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project, or for any other purpose.	

3	Signed: _____		Signed: _____	
	Title: Mayor Christian Provenzano	Title: Malcolm White, City Clerk		
	Date: June 22, 2015	Date: June 22, 2015		
	<i>(Signature lines for elected representatives. At least one signature required.)</i>			

**FEED-IN TARIFF
PROGRAM**

WRITABLE FORM

SCHEDULE "L"

120 Adelaide Street West, Suite 1600
Toronto, Ontario M5H 1T1
T 416-967-7474
F 416-967-1947
www.ieso.ca

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 4.0

Page 1 of 1 | Apr 2015 | IESOMRD/F-FIT-010r1

1	Resolution number: _____	FIT Reference Number: _____ <i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules, even where Local Municipality letterhead is used. This is not to be inserted by the Local Municipality.)</i>
	Date resolution was passed: June 22, 2015	

2	[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 4.0.	
	[AND WHEREAS] SA&G LP (the "Applicant") proposes to construct and operate a Rooftop Solar PV Project	
	(the "Project") on 26 TERRY FOX PLACE, SAULT STE. MARIE, P6A 6M9 (the "Lands") in Sault Ste. Marie under the province's FIT Program;	
	[AND WHEREAS] the Applicant has requested that Council of Sault Ste. Marie indicate by resolution Council's support for the construction and operation of the Project on the Property.	
	[AND WHEREAS] pursuant to the FIT Rules, Version 4.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;	
	[NOW THEREFORE BE IT RESOLVED THAT] Council of the Sault Ste. Marie supports the construction and operation of the Project on the Lands. This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project, or for any other purpose.	

3	Signed: _____	Signed: _____
	Title: Mayor Christian Provenzano	Title: Malcolm White, City Clerk
	Date: June 22, 2015	Date: June 22, 2015
	<i>(Signature lines for elected representatives. At least one signature required.)</i>	

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2015-125

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Gore Street from Queen Street to Albert Street to facilitate the Annual “Flower Bomb” Street Clean-Up for Neighbourhood.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. TEMPORARY STREET CLOSING OF GORE STREET

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Gore Street from Queen Street to Albert Street from 10:00 a.m. to 3:00 p.m. on June 27th, 2015 to facilitate the Annual “Flower Bomb” Street Clean-Up for Neighbourhood.

2. EFFECTIVE DATE

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

PASSED in open Council this 22nd day of June, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-126

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 22nd day of June, 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.& APARTMENTS & 27 KING ST.
30	RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
109	SEBECIC,JOHN,LUDVIC	DENTAL BUILDING	946 &216 QUEEN ST E
138	CAIN,JOSEPH	CITY OF SAULT STE MARIE BELLUVUE MARINA & BONDAR MARINE & PARK	
151	PARR,DEREK,RAYMOND	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR
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
191	BROWN,STEVEN	SEP.SCHOOL BOARD	SEPARTE SCHOOL BOARD PROPERTIES
196	MCGRAYNE, LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
241	COGHILL,ROBIN	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR
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 (TERRY)	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
267	CORBIERE,JOHN (TED)	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR
276	SMITH,DENNIS,ROBERT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
314	ASSEN,PAULINE	STANDARD PARKING	ONTARIO REALITY CORP/ ROBERTA BONDAR PLACE / 426 QUEEN ST E
321	LORENZO,COREY	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR
334	MILLER,BRADLEY	CITY OF SAULT STE MARIE TRANSIT SERVICE AREAS	
335	GROSSO,DONALD	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
344	HARPE,KEN	HOLIDAY INN.	HOLIDAY INN (BAY ST.)
346	HAZLETON,MARGARET	CITY OF SAULT STE MARIE BELLUVUE MARINA & BONDAR MARINE & PARK	
366	TROINOW,VICTORIA	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
369	CARMICHAEL,MARY	ON.FINNISH HOME. ASS.	FINNISH REST HOME
370	HANSEN,LOUIS	ON.FINNISH HOME. ASS.	FINNISH REST HOME
372	BENOIT,ALAIN	ON.FINNISH HOME. ASS.	FINNISH REST HOME
374	TAAVEL,ANDRE	CITY OF SAULT STE MARIE TRANSIT SERVICE AREAS	
376	FINN,ROBERT	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
391	MCLEOD,HEATHER,	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
397	LAFRAMBOISE,YVON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
400	JOHNSON,MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
406	LEBLANC,SERGE	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
410	POYNER,HAROLD	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
411	MOORE,ROBERT	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR
420	FABIANO,ANTONIO	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
430	RUSCIO,DOMINIC	MAJOR CONTR.	DAY'S INN HOTEL
431	DICKSON,SHANE	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
435	TRAMBLE,GEORGE	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR
439	LAMBERT,JOSEPH	STANDARD PARKING	ONTARIO REALITY CORP/ ROBERTA BONDAR PLACE / 426 QUEEN ST E
343	CHILLMAN,JODI	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR
441	WILSON,DAVID	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR
442	MACLENNAN,MATTHEW	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR
443	MARCIL,MARK	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR
446	HALLIDAY,DANA	SAULT COLLEGE	SAULT COLLEGE
450	CHAPMAN,DANIEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
456	CONEYBEARE,KEVIN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
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
468	AGNEW,BRENDAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
470	WOOLEY,NATHANIEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
474	MANCUSO,ANTHONY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
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
484	MCLEOD,VIRGINIA	CITY OF SAULT STE MARIE BELLUVUE MARINA & BONDAR MARINE & PARK	
485	ARMSTRONG,KENNETH	CITY OF SAULT STE MARIE BELLUVUE MARINA & BONDAR MARINE & PARK	
486	LONGO,NADIA	GT.NORTHERN RETIREME	760 GREAT NORTHERN RD.
487	ROUGEAU,MARISA	GT.NORTHERN RETIREME	760 GREAT NORTHERN RD.
488	LEFLEUR,MARILYN	GT.NORTHERN RETIREME	760 GREAT NORTHERN RD.
489	MCQUEEN,WANDA	GT.NORTHERN RETIREME	760 GREAT NORTHERN RD.
490	LUXTON,JEFF	GT.NORTHERN RETIREME	760 GREAT NORTHERN RD.
492	PARKER,MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
493	BROWN,FRASER	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
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
512	DIMMA,JUSTIN	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
516	GAY,JAMES	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
517	ROY,BRENDA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
522	MCNAMA,STEVEN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
523	MCBRIDE,GUY	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR
524	DUNLOP,DAVID	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
526	JOHNSTON,CORY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
537	GRAWBARGER,KYLE	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
541	DIMMA,WMILLIAM	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/TENARIS
543	HAYNES,MICHAEL	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547	LIEPA,MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON,ROGER		CITY OF SAULT STE MARIE 99 FOSTER DR. (CIVIC CENTRE)
549	WICKSTROM,IZAAK	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
552	SENEGAL,DANIEL	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR
556	ARCAND,SCOTT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
562	DEARING,DEVIN	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR
565	LISCUMB,GERALD	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR
566	SWEET,WILLARD	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
568	PICK,DENNY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
569	ZEPPA,JACOB	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
571	BRESNAHAN,JAMES	SSM.AIRPORT CORP.	AIRPORT - SUPERVISOR OF BUSINESS OPERATIONS
573	RHODES,LILIAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
574	BOUCHARD,DARYL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
575	LALODE,DANIEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
576	HULL,BRADLEY	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH/556 QUEEN ST
580	CHARETTE,ROBERT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
581	PAVONI,JORDAN	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR
582	MAITLAND,DARLA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
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/APH/556 QUEEN ST/STRATHLCAIR
590	WARMINGTON,KAYLA	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR
594	PELOSO,MATT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
596	WAGNER,TODD	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
598	COULL,ROBIN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
599	BUMBACCO,CARL	CB HOME INSTALLATIONS	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/APH/556 QUEEN ST/STRATHLCAIR
602	GREENWOOD,LESLIE	GREENWOODS HARDWAR	41 ALBERT ST W
603	LAMMING,DAVE		CITY OF SAULT STE MARIE TRANSIT SERVICE AREAS
604	WAGNER,MATTHEW	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
606	SHEWLFELT,CHERYL	PANORMIC PROPERTIES	621,627,631 MACDONALD AVE
607	FROST,CHRISTIAN		CITY OF SAULT STE MARIE TRANSIT SERVICE AREAS
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/TENARIS
611	MIZZI,PRESTON	WENDY'S	1 QUEEN ST W
612	HURLEY,BRITTNEY	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR
613	SULLIVAN,SHAWN	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR
614	AGBONIFO,OSAMUDIAMEN	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR
616	LUCIER,RUSSELL	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR
617	SAVAGE,SAMUEL	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
618	DEWING,SANDRA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
619	BERTO,DEBORAH	GATEVIEW REALTY INC.	304 -310 ALBERT ST E/420 A & B MCNABB /47 PRINCESS
620	FERA,NORMAN		CITY OF SAULT STE MARIE JOHN RHODES/ESSAR CENTRE/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
621	MARINELLI,CATHERINE		CITY OF SAULT STE MARIE JOHN RHODES/ESSAR CENTRE/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
622	PROULX,PATRICK		CITY OF SAULT STE MARIE JOHN RHODES/ESSAR CENTRE/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON,BENJAMIN		CITY OF SAULT STE MARIE JOHN RHODES/ESSAR CENTRE/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHALIUUK,JASON		CITY OF SAULT STE MARIE JOHN RHODES/ESSAR CENTRE/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
625	ENGLISH,DANIEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
626	CHARRON,ROBERT	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
627	BARKER,WMILLIAM	STANDARD PARKING	ONTARIO REALITY CORP/ ROBERTA BONDAR PLACE / 426 QUEEN ST E
628	DEWAR,JEFFREY	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
629	COMPEAU,SYDNEY	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
630	LAFRAMBOISE,CORY	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
631	MACMILLAN,TYLER	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
632	SAVAGE,MATT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
633	HILL,MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
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/APH/556 QUEEN ST/STRATHLCAIR
637	TOMASONE,LUIGI	LOU'S AUTOMOTIVE	317 ABLEST ST E
638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD. (AIRPORT)
639	PANTTILA,KIM	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR

640	BRUNI,MICHAEL	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR
641	WILHEM,CHARLES	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHLCAIR
642	COULTER,BRANT	CITY OF SAULT STE MARIE BELLUVUE MARINA / BONDAR MARINA AND PARK	
643	SHAW,KEVIN	CITY OF SAULT STE MARIE BELLUVUE MARINA / BONDAR MARINA AND PARK	

SCHEDULE "A"

<u>IDAGE SPECIAL CONSTABLE</u>	<u>EMPLOYER</u>	<u>PROPERTY LOCATION</u>
12 ROUSE,BRIAN	ALGOMA UNIVERSITY	1520 QUEEN ST E
26 MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E.& APARTMENTS & 27 KING ST.
30 RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
35 ORR,DEREK	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
59 BARONE,MARCELLO	ALGOMA UNIVERSITY	1520 QUEEN ST E
109 SEBECIC,JOHN,LUDVIC	DENTAL BUILDING	946 & 216 QUEEN ST E.
113 TAYLOR,GARY	ALGOMA UNIVERSITY	1520 QUEEN ST E
115 LEE,RICHARD,JOHN	ALGOMA UNIVERSITY	1520 QUEEN ST E
138 CAIN,JOSEPH	CITY OF SAULT STE MARIE BELLUVE MARINA & BONDAR MARINE & PARK	
151 PARR,DEREK,RAYMOND	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
153 TASSONE,VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163 BUMBACCO,PHILIP,CARMEN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
178 D'AGOSTINI,ROSEMARY	DR. RAYMOND CHO	71 & 131 EAST ST.
191 BROWN,STEVEN,GEORGE	SEP.SCHOOL BOARD	SEPARATE SCHOOL BOARD PROPERTIES
196 MCGRAYNE ,LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
240 MASON,STEPHEN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
241 COGHILL,ROBIN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
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(TERRY NORTH EAST SECURITY		S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
267 CORBIERE,JOHN(TED)	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
276 SMITH DENIS,ROBERT	G4S SECURE SOLUTIONS	AIRPORT
314 AASEN,PAULINE	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E
321 LORENZO,COREY	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
334 MILLER,BRADLEY	CITY OF SAULT STE MARIE TRANSIT SERVICE AREAS	
335 GROSSO,DONALD	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
343 CHILLMAN,JODI	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
344 HARPE,KENNEITH	DAYS INN	DAYS INN HOTEL
346 HAZELTON,MARGARET	CITY OF SAULT STE MARIE BELLUVE MARINA & BONDAR MARINE & PARK	
354 STEEVES,ROBERT	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
366 TROIOW,VICTORIA	G4S SECURE SOLUTIONS	AIRPORT
369 CARMICHAEL,MARY	ON.FINNISH HOME ASS.	FINNISH REST HOME
370 HANSEN,LOUIS	ON.FINNISH HOME ASS.	FINNISH REST HOME
372 BENOIT,ALAIN	ON.FINNISH HOME ASS.	FINNISH REST HOME
374 TAAVEL,ANDRE	CITY OF SAULT STE MARIE TRANSIT SERVICE AREAS	
376 FINN,ROBERT	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
377 BADGERO,PAUL	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
384 BOREAN,RICK	CITY OF SAULT STE MARIE BELLUVE MARINA & BONDAR MARINE & PARK	
389 SANDIE,KEVIN	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
391 MCLEOD,HEATHER	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
397 LAFRAMBOISE,YVON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
400 JOHNSON,MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
404 HUDSON,BRIAN	CORPS OF COMM	22 BAY ST (FEDERAL BUILDING)
405 MATCHETT,CASEY	G4S SECURE SOLUTIONS	AIRPORT/ HOSPITAL
406 LEBLANC,SERGE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
410 POYNER,HAROLD	G4S SECURE SOLUTIONS	AIRPORT
411 MOORE,ROBERT	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
413 HILL,MICHAEL	G4S SECURE SOLUTIONS	SAULT HOSPITAL
420 FABIANO,ANTONIO	G4S SECURE SOLUTIONS	AIRPORT
423 VANDERLIFT,DYLAN	CORPS OF COMM	SAULT HOSPITAL
430 RUSCIO,DOMINIC	MAJOR CONTR.	TRAVELODGE
431 DICKSON,SHANE	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
435 TRUMBLE,GEORGE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
439 LAMBERT,JOSEPH	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E
440 HAMMERSTEDT,ERIC	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
441 WILSON,DAVID	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
442 MACLENNAN,MATTHEW	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
443 MARCIL,MARK	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
444 MARSHALL,JONATHAN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
446 HALLIDAY,DANA	SAULT COLLEGE	SAULT COLLEGE
447 FRIGAULT,JESSE	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
450 CHAPMAN,DANIEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
452 ROGERS,RICHARD	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
453 DERASP,RICHARD	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
455 BOYCHUK,BLAINE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
456 CONEYBEARE,KEVIN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS

458	ROBINSON,GEORGE	CORPS OF COMM	SAULT AREA HOSPITAL
459	SLEEMAN,RAY	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
460	BOUGIE,DAN	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
462	GAULT,JAMES	CORPS OF COMM	SAULT AREA HOSPITAL
463	MORIN,ALEX	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
464	DITOMMASO,RYAN	2220917 ONT. INC.	489 BAY ST/535 QUEEN ST E
465	DELAVALLE,DON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
467	BERNIER,JUNE	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
468	AGNEW,BRENDAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
469	SANTELLI,DOMINIC	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
470	WOOLLEY,NATHANIEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
471	STOYCHEFF,CHRISOPHER	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
472	BRUNETTA,ANGELO	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
474	MANCUSO,ANTHONY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
475	TORRANCE,RENEE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
477	BROWLEY,DAVID	CORPS OF COMM	SAULT AREA HOSPITAL
479	GROULX,VINCE	CORPS OF COMM	SAULT AREA HOSPITAL
480	TELFORD,JASON	CORPS OF COMM /NORPR	SAULT AREA HOSPITAL /REGENT PRO/S.COLLEGE/QUEENSCENTRE/GHC/AHP
481	FORD,BRIAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
482	LEWCELLE,BRACE	CORPS OF COMM	SAULT AREA HOSPITAL
484	MCLEOD,VIRGINIA	CITY OF SAULT STE MARIE BELLUVE MARINA & BONDAR MARINE & PARK	
485	ARMSTRONG,KENNETH	CITY OF SAULT STE MARIE BELLUVE MARINA & BONDAR MARINE & PARK	
486	LONGO,NADIA	GT.NORTHERN RET.HOME	760 GREAT NORTHERN RD.
487	ROUGEAU,MARISA	GT.NORTHERN RET.HOME	760 GREAT NORTHERN RD.
488	LEFLEUR,MARILYN	GT.NORTHERN RET.HOME	760 GREAT NORTHERN RD.
489	MCQUEEN,WANDA	GT.NORTHERN RET.HOME	760 GREAT NORTHERN RD.
490	LUXTON,JEFF	GT.NORTHERN RET.HOME	760 GREAT NORTHERN RD.
492	PARKER,MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
493	BROWN,FRASER	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
494	SHEWFELT,CODY	G4S SECURE SOLUTIONS	AIRPORT
497	ALLEN,ROBERT	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
498	MARQUES,STEVEN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
499	SCALI,NICOLA	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
500	EASBY,JOSHUA	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
501	QUARRELL,ROBERT	PANORAMIC PROPERTIES	621,627,631 MACDONALD AVE
502	HAMEL,CHRIS	PANORAMIC PROPERTIES	621,627,631 MACDONALD AVE
503	HAMEL,MELANIE	PANORAMIC PROPERTIES	621,627,631 MACDONALD AVE
505	JONES,CHELSEY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
507	SMYTHE,RICHARD	BANK OF MONTREAL	556 QUEEN ST E
509	MATTALO,JOE	CORPS OF COMM	SAULT AREA HOSPITAL
511	ADAIR,BRENDAN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
512	DIMMA,JUSTIN	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
513	MEINCKE,KEN	CORPS OF COMM	SAULT AREA HOSPITAL
514	BONIFERRO,BRIAN	CORPS OF COMM	SAULT AREA HOSPITAL
515	MANGONE,MATT	CORPS OF COMM	SAULT AREA HOSPITAL
516	GAY,JAMES	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
517	ROY,BRENDA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
518	TREPASSO,GRANT	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
519	FRAGOMENI,JOSEPH	CORPS OF COMM	SAULT AREA HOSPITAL
520	THOMPSON,JOHN	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
522	MCNAMA,STEVEN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
523	MCBRIDE,GUY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
524	DUNLOP,DAVID	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
525	IACCHETTA,CHRIS	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
526	JOHNSTON,CORY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
527	KOZAK,EMILIE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
529	ROMAIN,GERALDINE	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
530	WADE,SAMUEL	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
531	AHIAEGBE,ENOHOUMEN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
532	BROUILLARD,bernard	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
533	STILLERT,CHRISTIAN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
534	LADOUCEUR,RACHAEL	CORPS OF COMM	SAULT AREA HOSPITAL
535	HUTZAN,CHRISTIAN	CORPS OF COMM	SAULT AREA HOSPITAL
536	SAUERZOPF,JUSTIN	CORPS OF COMM	SAULT AREA HOSPITAL
537	GRAWBARGER,KYLE	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
538	MCCAIG,BRANDON	CORPS OF COMM	SAULT AREA HOSPITAL
539	CUTLER,ESSE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
540	ZEPPA,ROBERT	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
541	DIMMA,WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
542	RALPH,NANCY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
543	HAYNES,MICHAEL	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
544	NELSON,MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
545	GRECO,BRYAN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
546	ZORIT,TRAVIS	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547	LIEPA,MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER

548	CARON,ROGER	CITY OF SAULT STE MARIE 99 FOSTER DR.(CIVIC CENTRE)
549	WICKSTROM,IZAAK	G4S SECURE SOLUTIONS AIRPORT
550	BADU,EDMUND	NORPRO SECURITY REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
551	PIPER,ADAM	NORPRO SECURITY REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
552	SENEGALGUDUR,DANIEL	NORPRO SECURITY REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
553	ST.PIERRE,WILLIAM	NORPRO SECURITY REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
554	IRWIN,JACOB	NORPRO SECURITY REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
555	ROY,DARCY	G4S SECURE SOLUTIONS AIRPORT
556	ARCAND,SCOTT	G4S SECURE SOLUTIONS AIRPORT
557	HUTCHING'S GEORGE	G4S SECURE SOLUTIONS SAULT AREA HOSPITAL
558	LARKIN,NICHOLAS	CORPS OF COMM SAULT AREA HOSPITAL
559	SUMMERS,STEPHEN	CORPS OF COMM SAULT AREA HOSPITAL
560	ADDISON,CHRISTOPHER	NORPRO SECURITY REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
561	CARTER,TIGER	NORPRO SECURITY REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
562	DEARING,DEVIN	NORPRO SECURITY REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
563	FLEURY,TAMMY-JO	NORPRO SECURITY REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
564	LAPRADE,DANIEL	NORPRO SECURITY REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
565	LISCUMB,GERALD	NORPRO SECURITY REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
566	SWEET,WILLARD	NORTH EAST SECURITY S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
567	BOSTON,CODY	NORTH EAST SECURITY S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
568	PICK,DENNY	NORTH EAST SECURITY S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
569	ZEPPA,JACOB	G4S SECURE SOLUTIONS AIRPORT
570	BERTRAND,CHRISTOPHER	G4S SECURE SOLUTIONS AIRPORT
571	BRESNAHAN,JAMES	SSM.AIRPORT CORP. AIRPORT -SUPERVISOR OF BUSINESS OPERATIONS
572	BELANGER,COWAN	NORTH EAST SECURITY S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
573	RHODES,LILIAN	NORTH EAST SECURITY S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
574	BOUCHARD,DARYL	NORTH EAST SECURITY S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
575	LALOUE,DANIEL	NORTH EAST SECURITY S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
576	HULL,BRADLEY	NORPRO SECURITY REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
577	LARIVIERE,EUGENE	NORPRO SECURITY REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
578	MAKI,ROBERT	G4S SECURE SOLUTIONS SAULT AREA HOSPITAL
579	SANTERRE,JAYCE	CORPS OF COMM SAULT AREA HOSPITAL
580	CHARETTE,ROBERT	G4S SECURE SOLUTIONS SAULT AIRPORT
581	PAVONI,JORDAN	NORTH EAST SECURITY S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
582	MAITLAND,DARLA	NORTH EAST SECURITY S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
583	MADIGAN,LORRI-ANNE	PANORAMIC PROPERTIES 621,627,631 MACDONALD AVE
584	PROULX,PAUL	G4S SECURE SOLUTIONS AIRPORT
585	WOODS,CAROL	G4S SECURE SOLUTIONS AIRPORT
586	WERTH,KARL	NORPRO SECURITY REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
587	GIULIETTI,MATTHEW	G4S SECURE SOLUTIONS SAULT AIRPORT
588	BRUCE-SHARP, MATTHEW	NORPRO SECURITY REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
589	TWENTYMAN,DANIEL	NORPRO SECURITY REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
590	WARMINGTON,KAYLA	NORPRO SECURITY REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
591	KUSCH,CLINTON	G4S SECURE SOLUTIONS AIRPORT/ HOSPITAL
592	ZACK,MOLLI	G4S SECURE SOLUTIONS AIRPORT/ HOSPITAL
593	AMBEAULT,TYLER	G4S SECURE SOLUTIONS AIRPORT/ HOSPITAL
594	PELOSO,MATT	G4S SECURE SOLUTIONS AIRPORT/ HOSPITAL
595	SCHMIDT,DAVE	G4S SECURE SOLUTIONS AIRPORT/ HOSPITAL
596	WAGNER,TODD	G4S SECURE SOLUTIONS SAULT AREA HOSPITAL
597	WALLS,BRIAN	NORPRO SECURITY REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
598	COULL,ROBIN	NORTH EAST SECURITY S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
599	BUMBACCO, CARL	CB HOME INSTALLATONS 321 JOHN ST.
600	STEVENS,JEANNE	G4S SECURE SOLUTIONS SAULT AREA HOSPITAL
601	HART,JASON	NORPRO SECURITY REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
602	GREENWOOD,LESLIE	GREENWOODS HARDWAR 41 ALBERT ST W
603	LAMMING,DAVE	CITY OF SAULT STE MARIE TRANSIT SERVICE AREAS
604	WAGNER,MATTHEW	G4S SECURE SOLUTIONS AIRPORT/ HOSPITAL
605	BEITZ,TAYLOR	NORPRO SECURITY REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
606	SHEWFELT,CHERYL	PANORAMIC PROPERTIES 621,631,627 MACDONALD AVE
607	FROST,CHRISTIAN	CITY OF SAULT STE MARIE TRANSIT SERVICE AREAS
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/GHC/CAMBRIAN MALL/TENARIS
611	MIZZI,PRESTON	WENDY'S 1 QUEEN ST W
612	HURLEY,BRITTNNEY	NORPRO SECURITY REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
613	SULLIVAN,SHAWN	NORPRO SECURITY REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
614	AGBONIFO,OSAMUDIAMEN	NORPRO SECURITY REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
615	MACDONALD,LUCAS	NORPRO SECURITY REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
616	LUCIER,RUSSELL	NORPRO SECURITY REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
617	SAVAGE,SAMUEL	G4S SECURE SOLUTIONS SAULT AIRPORT