

AGENDA

REGULAR MEETING OF CITY COUNCIL

2012 07 16

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover: Councillor S. Butland

Seconder: Councillor F. Manzo

Resolved that the Minutes of the Regular Council Meeting of 2012 06 25 be approved.

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

3. APPROVE AGENDA AS PRESENTED

Mover: Councillor S. Butland

Seconder: Councillor J. Krmpotich

Resolved that the Agenda for 2012 07 16 City Council meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- a) The 2012/13 Chamber of Commerce Executive (James Caicco, President; Beverley Szatanski, First Vice-President; Ron Spadoni, Treasurer; and Shelley Barich, General Manager) will be in attendance for the annual Swearing-In Ceremony by Mayor Amaroso.
- b) Diane Lajambe, District Branch Manager – Canadian Red Cross will be in attendance to present Canadian Red Cross Rescuer Awards to five recipients.
- c) Larry Girardi, Commissioner of Public Works and Transportation will be in attendance to present the department's 2012 budget and year-to-date financial information. Please see agenda item 5.(d).

PART ONE – CONSENT AGENDA

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

Mover: Councillor P. Christian

Second: Councillor F. Manzo

Resolved that all the items listed under date 2012 07 16 – Part One – Consent Agenda be approved as recommended.

- a) Correspondence from AMO is attached for the information of Council.
- b) Correspondence from the Town of East Gwillimbury (concerning quality of fill guidelines) and the Town of Ingersoll (concerning the Canadian auto industry) is attached for the information of Council.
- c) A letter requesting permission for a private property liquor licence extension is attached for the consideration of Council.

Mover: Councillor P. Christian

Second: Councillor J. Krmpotich

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

Root River Golf Club, Highway 17 North

July 21, 2012 from 6:00 p.m. to 10:00 p.m.

- d) Financial Statements (budget and year-to-date) from the Public Works and Transportation Department are attached for the information of Council.

e) Community Infrastructure Improvement Fund

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

Mover: Councillor S. Butland

Second: Councillor F. Manzo

Resolved that the report of the Chief Administrative Officer dated 2012 07 16 concerning Community Infrastructure Improvement Fund be accepted and the recommendation that Council authorize an application under the Federal Community Infrastructure Improvement Fund for funding in the amount of \$300,000, representing 50% of the cost of improvements and enhancements to the West End Community Centre be approved.

f) **Property Tax Appeals**

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

Mover: Councillor S. Butland

Seconder: Councillor J. Krmpotich

Resolved that Pursuant to Section 357 of the Municipal Act, 2001, the adjustments for the tax accounts outlined on the City Tax Collector's report of 2012 07 16 be approved and that the tax records be amended accordingly.

g) **Quotation for Parking Lot Reconstruction – Jessie Irving Children's Centre**

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

Mover: Councillor P. Christian

Seconder: Councillor F. Manzo

Resolved that the Report of the Manager of Purchasing, dated 2012 07 16 be endorsed and that the quotation for the reconstruction of the parking lot at the Jessie Irving Children's Centre, as required by the Day Care Division of the Community Services Department, be awarded as recommended.

h) **Tender for Three (3) Freestanding Modular Columbarium Units**

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

Mover: Councillor P. Christian

Seconder: Councillor J. Krmpotich

Resolved that the Report of the Manager of Purchasing, dated 2012 07 16 be endorsed and that the tender for the supply and delivery of Three (3) Freestanding Modular Columbarium Units, as required by the Cemeteries Division of the Public Works and Transportation Department, be awarded as recommended.

i) **Tender for Lease/Purchase of One (1) Motor Grader C/W Snow Wing and Front Blade**

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

Mover: Councillor S. Butland

Seconder: Councillor F. Manzo

Resolved that the Report of the Manager of Purchasing, dated 2012 07 16 be endorsed and that the tender for the supply and delivery of One (1) Motor Grader c/w Snow Wing and Front Blade on a five (5) year lease basis, as required by the Public Works and Transportation Department, be awarded as recommended.

j) **Memorandum of Settlement 2012–2015 - CUPE Local 67 Daycare Group**

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

Mover: Councillor S. Butland
Seconded: Councillor J. Krmpotich

Resolved that the report of the Commissioner of Human Resources dated 2012 07 16 concerning Renewal of Collective Agreement – CUPE Local 67 – Daycare Group be accepted and further that the Memorandum of Settlement for CUPE Local 67 – Daycare Group and the City of Sault Ste. Marie be approved for ratification by City Council and that the appropriate by-law be presented at a future Council meeting.

k) Civic Centre Accessible Doors

A report of the Accessibility and Special Projects Manager is attached for the consideration of Council.

Mover: Councillor P. Christian
Seconded: Councillor F. Manzo

Resolved that the report of the Accessibility and Special Projects Manager dated 2012 07 16 be accepted and the recommendation that \$28,000 from the Corporate Barrier Removal Budget reserves be allocated to Building Services to initiate the installation of accessible doors be approved.

l) Changes to the Ontario Works Benefits Resulting from 2012/2013 Provincial Budget

A report of the Ontario Works Project Manager is attached for the consideration of Council.

Mover: Councillor P. Christian
Seconded: Councillor J. Krmpotich

Resolved that the report of the Ontario Works Project Manager dated 2012 07 16 concerning Changes to the Ontario Works Benefits Resulting from 2012/2013 Provincial Budget be received as information.

m) Municipal Coat of Arms – Development Process

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

Mover: Councillor S. Butland
Seconded: Councillor F. Manzo

Resolved that the report of the City Clerk dated 2012 07 16 concerning Municipal Coat of Arms - Development Process be accepted and the recommendation that Council approve the creation of a Municipal Coat of Arms Steering Committee consisting of Councillors Myers and Sheehan, Clerk's Department staff and up to two members from the historical/heritage community be approved.

n) **Immigration Portal, Phase Five Contracts with Ministry of Citizenship and Immigration**

A report of the Manager of Information Technology Division is attached for the consideration of Council.

The relevant By-law 2012-144 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

o) **The City's GIS Data Housed by the Innovation Centre to be Hosted on the ESRI Community Maps Program**

A report of the Manager of Information Technology Division is attached for the consideration of Council.

The relevant By-law 2012-134 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

p) **Essar Centre – Ticketing Services Agreement with New Era Tickets**

A report of the Manager of Community Centres is attached for the consideration of Council.

The relevant By-law 2012-141 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

q) **Contract 2012-8E – Closure of Wilson Street**

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

The relevant By-law 2012-138 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

r) **Transportation Master Plan Update – Engineering Agreement**

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

The relevant By-law 2012-139 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

s) **ThyssenKrupp Elevator Maintenance**

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

The relevant By-law 2012-135 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

t) **Alien's Side Road – Truck Traffic Concerns**

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

Mover: Councillor S. Butland
Seconder: Councillor J. Krmpotich

Resolved that the report of the Commissioner of Engineering and Planning dated 2012 07 16 concerning Allen's Side Road - Truck Traffic Concerns be accepted and the recommendation that continued maintenance be provided and that the road be reviewed annually for possible resurfacing within the next three years, including the relocation of two catchbasin covers and associated infrastructure be approved.

u) **Consultant Fees for Natural Gas Radiant Heaters**

A report of the Assistant Fire Chief – Support Services is attached for the consideration of Council.

Mover: Councillor P. Christian
Seconder: Councillor F. Manzo

Resolved that the report of the Assistant Fire Chief - Support Services dated 2012 07 16 concerning Consultant Fees - Natural Gas Radiant Heaters be accepted and the recommendation to award the contract to Nor Mech Engineering Inc. for a fee of \$4,795 be approved.

v) **Downtown Days – July 19, 2012**

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

The relevant By-law 2012-140 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

w) **Purchase of Property at the Corner of McNabb Street and South Market Street from Dick's Garage Limited**

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

The relevant By-law 2012-142 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

x) **Construction of Fence at 112 Fort Creek Drive**

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

The relevant By-law 2012-137 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

y) **Authorized Requester Agreement (Municipal Parking Tag Program) Between the City and Her Majesty the Queen in Right of Ontario, as Represented by the Minister of Transportation.**

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

The relevant By-law 2012-143 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

z) Archaeological Site Potential Assessment

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

Mover: Councillor P. Christian

Seconded: Councillor J. Krmpotich

Resolved that the report of the Director of Planning dated 2012 07 16 concerning Archaeological Site Potential Assessment be received as information; and Further that the Council authorize notice be given for a public hearing to consider the relevant Official Plan amendment on September 10, 2012.

aa) Update Report – Sault Ste. Marie/Ontario Lottery and Gaming Modernization Opportunity

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

Mover: Councillor S. Butland

Seconded: Councillor F. Manzo

Resolved that the report of the Chief Executive Officer of the Sault Ste. Marie Economic Development Corporation dated 2012 07 11 concerning Update Report – Sault Ste. Marie/Ontario Lottery and Gaming Modernization Opportunity be received as information.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

(1) ADMINISTRATION

(2) COMMUNITY SERVICES DEPARTMENT

(3) ENGINEERING

(4) FIRE

(5) LEGAL

(6) PLANNING

a) A-21-12-T – Earl Thompson – 226 River Road

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

Mover: Councillor S. Butland

Seconded: Councillor J. Krmpotich

Resolved that the report of the Planning Division dated 2012 07 16 concerning Application No. A-21-12-T – 226 River Road be received and that City Council deny the request for a three (3) year temporary rezoning, and approve a

temporary rezoning, to permit an office sales use for a period not to exceed one year, subject to the following conditions:

1. That deliveries associated with the office supplies business not be accepted upon the subject property;
2. That beyond the utility trailer, the outdoor storage of goods associated with the business is prohibited.

b) A-22-12-Z.OP – Tree Men and a Chainsaw – 763 and 779 Airport Road

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

Mover: Councillor P. Christian

Seconder: Councillor F. Manzo

Resolved that the report of the Planning Division dated 2012 07 16 concerning Application No. A-22-12-Z.OP – 763 and 779 Airport Road be received and that City Council approve the Official Plan Amendment 189 and rezone the subject property from Rural Area Zone to Rural Area Zone with a Special Exception to permit the following uses, in addition to those permitted in a Rural Area Zone:

1. A tree pruning and removal contractor only; and
 2. The cutting, splitting and selling of firewood, and
- Further that the properties be deemed subject to site plan control.

(7) PUBLIC WORKS AND TRANSPORTATION

(8) BOARDS AND COMMITTEES

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

a) Mover: Councillor S. Butland

Seconder: Councillor P. Mick

Be It Resolved that the Environmental Initiatives Co-ordinator and any other appropriate staff prepare a preliminary report on the advisability, practicality and economics of supporting and possibly implementing the Ontario Governments' present consideration of amending the Local Improvement Charges Regulation to afford municipalities and their residents more flexibility in financing energy and water energy retrofits.

b) Mover: Councillor S. Butland

Seconder: Councillor L. Turco

Whereas the John Rowswell Hub Trail should be accessible to as many people as possible regardless of circumstance.

Now Therefore Be It Resolved that Council request of the Parks and Recreation Committee in consultation with appropriate staff, Police Services and the Accessibility Advisory Committee review as to what "prescribed mobility devices" and other motorized vehicles should be allowed access to the Hub Trail and

report back to Council with possible recommendations (by-law, signage) and an appropriate by-law and signage be recommended.

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

9. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

10. CONSIDERATION AND PASSING OF BY-LAWS

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

Mover: Councillor S. Butland

Seconder: Councillor F. Manzo

Resolved that all by-laws listed under Item 10 of the AGENDA under date July 16, 2012 be approved.

AGREEMENTS

a) 2012-134

A by-law to authorize the execution of the ArcGIS Online Community Maps Program Participation Agreement between the City and ESRI Canada Limited.

A report from the Manager of Information Technology Division is on the agenda.

b) 2012-135

A by-law to authorize an agreement between the City and ThyssenKrupp Elevator (Canada) Limited for an ongoing 10 year maintenance of the Civic Centre and Ontario Works elevators.

A report from the Commissioner of Engineering and Planning is on the agenda.

c) 2012-136

A by-law to authorize an agreement between the City and Local No. 67 Canadian Union of Public Employees for the term commencing February 1, 2012 to January 31, 2015.

Approved by Council Resolution on February 21, 2012.

d) 2012-139

A by-law to authorize an agreement between the City and HDR Corporation for the planned 2012 update to the City's Transportation Master Plan.

A report from the Director of Engineering Services is on the agenda.

e) 2012-140

A by-law to authorize a Licence Agreement between the City, Loplops and the Downtown Association for the use of five separate portions of City owned land on Queen Street East.

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

f) 2012-141

A by-law to authorize an agreement between the City and New Era Ticketing extending the current ticketing services for an additional five year period to the Essar Centre.

A report from the Manager of Community Centres Division is on the agenda.

g) 2012-143

A by-law to authorize an agreement between the City and Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation for the Authorized Requestor Agreement with the ability to access information pertaining to driver, vehicle and motor carrier records for the Municipal Parking Tag Program.

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

h) 2012-144

A by-law to authorize the Ontario Funding Agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Citizenship and Immigration for Phase Five of the Immigration Portal Project.

A report from the Manager of Information Technology Division is on the agenda.

BUILDING

i) 2012-137

A by-law to provide access for the construction of a fence located at 112 Fort Creek Drive.

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

OFFICIAL PLAN AMENDMENT

j) 2012-131

A by-law to adopt Amendment No. 187 to the Official Plan for the City of Sault Ste. Marie (740 Fifth Line East).

PARKING

k) 2012-132

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.

l) 2012-133

A by-law to appoint By-law Enforcement Officers to enforce the by-laws of the Corporation of the City of Sault Ste. Marie.

PROPERTY ACQUISITION

m) 2012-142

A by-law to authorize the City's acquisition of property located on McNabb Street, being described as Part of Lot 15, Plan 51476, being Part 24 on Plan 1R-9431 from Dick's Garage Limited.

A report from the City Solicitor is on the agenda.

TEMPORARY STREET CLOSING

n) 2012-138

A by-law to permit the temporary closing of Wilson Street from Bruce Street to Cedar Street from July 17, 2012 to August 31, 2012 to facilitate the replacement of the sanitary sewer.

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

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

12. ADDENDUM TO THE AGENDA

13. ADJOURNMENT

Mover: Councillor

Seconder: Councillor

Resolved that this Council now adjourn.

MINUTES

REGULAR MEETING OF CITY COUNCIL

2012 06 25

4:30 P.M.

COUNCIL CHAMBERS

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

Absent: Councillor S. Butland

Officials: J. Fratesi, M. White, R. Tyczinski, N. Kenny, L. Girardi, N. Apostle, B. Freiburger, J. Doicetti, D. Elliott, D. McConnell, C. Taddo,

1. ADOPTION OF MINUTES

Moved by: Councillor F. Manzo

Seconded by: Councillor P. Christian

Resolved that the Minutes of the Regular Council Meeting of 2012 06 11 be approved. CARRIED

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

3. APPROVE AGENDA AS PRESENTED

Moved by: Councillor F. Manzo

Seconded by: Councillor P. Christian

Resolved that the Agenda for 2012 06 25 City Council meeting as presented be approved. CARRIED

4. DELEGATIONS/PROCLAMATIONS

- a) George Constable was in attendance to receive Ontario Ministry of Citizenship and Immigration 2012 Senior of the Year award.
- b) Jennifer Muio, Events Assistant, Community Services Department was in attendance with respect to CSD Best Practice – video displays at CSD facilities.
- c) Malcolm White, City Clerk, was in attendance to present the City Clerk's Department 2012 budget and year-to-date financial information.
- d) Cindy Ellen Crawford, Regional Project Manager, Algoma 1812 was in attendance concerning Algoma 1812 events.
- e) Donna Hilsinger, Chair, Sault Ste. Marie Economic Development Corporation Tourism Gateway Committee and Tom Dodds, CEO, Sault Ste. Marie Economic Development Corporation were in attendance with respect to Agenda item 6.(8)(a).
- f) Scott McLeod was in attendance with respect to the 6.(6)(d).

PART ONE – CONSENT AGENDA

5. 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 2012 06 25 – Part One – Consent Agenda and Addendum #1 be approved as recommended. CARRIED

- a) Correspondence from the Federation of Northern Ontario Municipalities (support for Bill 52: Ontario Forestry Industry Revitalization Act 2012) was received by Council.
- b) Correspondence from the Town of Tillsonburg (MTO Connecting Link Funding); and Town of Minto (Source Water Protection Program) was received by Council.
- c) Correspondence from Muscular Dystrophy Canada concerning Sault Ste. Marie Professional Fire Fighters Association fundraising – \$2,693.49 was received by Council.
- d) Correspondence from the World Health Organization concerning WHO Global Network of Age-Friendly Cities and Communities was received by Council.
- e) Correspondence from the Minister of Infrastructure and Minister of Transportation concerning Reallocation of Connecting Link Funds is attached for the information of Council. *Please also refer to Agenda item 5.(r).*

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Whereas the Ministry of Transportation has approved a reallocation of \$700,000 from the City's 2010 allocation to be applied towards the Second Line East and Second Line/Pine Street intersection Connecting Link Project;

Now Therefore Be It Resolved that the Council of the City of Sault Ste. Marie extends its gratitude and appreciation to the Minister of Infrastructure, the Minister of Transportation, and MPP David Oraziotti. CARRIED

- f) Correspondence from the Chief Administrative Officer addressed to the Ontario Lottery and Gaming Corporation with respect to Modernizing Land Based Gaming was received by Council.
- g) Correspondence from the Ontario Convenience Stores Association with respect to distribution and sale of contraband tobacco was received by Council.

Moved by: Councillor F. Manzo

Seconded by: Councillor P. Christian

Whereas contraband tobacco has negative public consequences and impacts such as unrestricted youth access to tobacco products, and an increase in criminal activity; and

Whereas contraband tobacco products are easily accessible in our community; and

Whereas small businesses are sometimes forced to close because of the sale of contraband tobacco; and

Whereas small business in our community and government in general stand to benefit from the institution of tougher restrictions on contraband tobacco;

Now Therefore Be It Resolved that this Council request the Mayor write a letter to the Ontario Minister of Finance in support of the Ontario Government's most recent Budget commitments to eradicate contraband tobacco through the implementation of additional regulatory, enforcement and other provisions in Bill 186 and amendments to the *Tobacco Tax Act*; particularly, in support of measures such as:

- increased fines for those convicted of offences related to contraband tobacco;
- more authority for law enforcement officials with respect to: forfeiture of items seized, and impounding of vehicles;
- drawing on the best practices of other jurisdictions and working collaboratively with the federal government and other jurisdictions to enhance contraband tobacco control through joint enforcement efforts; and

That the provincial government be encouraged to continue to strengthen their strategies to address the manufacture and supply of contraband tobacco and maintain their commitment to introduce amendments this fall to implement these measures; and

That surrounding municipalities be made aware of the actions taken by this Council to address contraband tobacco concerns. CARRIED

- h) Correspondence from residents of Allen's Side Road addressed to Councillors Manzo and Krmpotich was received by Council.

Moved by: Councillor F. Manzo

Seconded by: Councillor J. Krmpotich

Resolved that the correspondence and petition from residents of Allen's Side Road addressed to Councillors Manzo and Krmpotich concerning reconstruction of Allen's Side Road south of Second Line be referred to Engineering staff for review and report back to Council. CARRIED

- i) Letter of request for temporary street closing was received by Council.

- 1) Italian Festival – Cathcart Street from Hudson Street to Carmen's Way
July 15, 2012 – from 11:00 a.m. to 12:00 midnight.

The relevant By-law 2012-128 is listed under Item 10 of the Minutes.

- j) **Cemetery By-law**

The report of the City Clerk was received by Council.

The relevant By-law 2012-129 is listed under Item 10 of the Minutes.

- k) **Corporate Strategic Plan 2011-2014 Progress Report #3**

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

Moved by: Councillor F. Manzo

Seconded by: Councillor P. Christian

Resolved that the report of the Deputy City Clerk and Manager of Quality Improvement dated 2012 06 25 concerning Progress Report #3 – 2011-2014 Corporate Strategic Plan be received as information. CARRIED

- l) **Tender for One (1) Freestanding Modular Columbarium**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Manager of Purchasing dated 2012 06 25 be endorsed and that the tender for the supply and delivery of one (1) Freestanding Modular Columbarium for New Greenwood Cemetery as required by the Cemeteries Division of the Public Works and Transportation Department be awarded as recommended. CARRIED

- m) **Tender for Supply and Installation of Twenty-six (26) Overhead Doors – City Works Centre**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Manager of Purchasing dated 2012 06 25 be endorsed and that the tender for the supply and installation of twenty-six (26) Overhead Doors at the City Works Centre as required by the Public Works and Transportation Department be awarded as recommended. CARRIED

n) **Property Tax Appeals**

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

Moved by: Councillor F. Manzo

Seconded by: Councillor P. Christian

Resolved that pursuant to Section 357 of the *Municipal Act, 2001*, the adjustments for the tax accounts outlined on the City Tax Collector's report of 2012 06 25 be approved and that the tax records be amended accordingly. CARRIED

o) **Miscellaneous Construction – Bridge Work – Engineering Agreements**

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

The relevant By-laws 2012-120 and 2012-121 are listed under Item 10 of the Minutes.

p) **Miscellaneous Construction – Seawall Repairs at 711/719 Bay Street – Engineering Agreement**

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

The relevant By-law 2012-122 is listed under Item 10 of the Minutes.

q) **2013 Capital Road Reconstruction Plan and Update on 2011/2012 Plan**

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

Moved by: Councillor F. Manzo

Seconded by: Councillor P. Christian

Resolved that the report of the Director of Engineering Services dated 2012 06 25 concerning 2013 Capital Road Reconstruction Plan and update on 2011/2012 Plan be received as information; and

Further that the 2012 Capital Works Program be approved; and

Further that the Engineering Division proceed with any remaining local improvement rolls and notices for 2013 works; and

Further that in order to ensure a timely construction start, the Engineering Division report back to Council with recommendations for retaining consulting engineers for projects that will not be completed in-house. CARRIED

r) **2012 Connecting Link Funding Allocation Second Line Widening – Old Garden River Road to Pine Street**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Director of Engineering Services dated 2012 06 25 concerning 2012 Connecting Link Funding Allocation be received; and

Further that a maximum of \$700,000 allocated to the City of Sault Ste. Marie by the Province will be used for the specified connecting link capital improvements on Second Line East and the Second Line/Pine Street intersection; and

Further that a final project summary report detailing expenditures, use of provincial funding, and outcomes achieved be submitted to the Ministry of Transportation; and

Further that funds intended for this project that are not used in accordance with Ministry Connecting Link guidelines will be returned to the Ministry; and

Further that funds not expended by March 31, 2013 will be returned to the Province. CARRIED

s) **Transportation Master Plan Update – Consultant Selection**

The report of the Design and Construction Engineer was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Design and Construction Engineer dated 2012 06 25 concerning Transportation Master Plan Update – Consultant Selection be received and that HDR Corporation be retained to conduct the update to the Transportation Master Plan. CARRIED

t) **Landfill Site, Operations and Monitoring 2011 – Environmental Monitoring Committee**

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

Moved by: Councillor F. Manzo

Seconded by: Councillor P. Christian

Resolved that the report of the Land Development and Environmental Engineer dated 2012 06 25 concerning the annual Operations and Monitoring Reports for the municipal landfill be received as information. CARRIED

u) **Biofilter Project – Contract 2011-7E**

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

Moved by: Councillor F. Manzo

Seconded by: Councillor P. Christian

Resolved that the report of the Land Development and Environmental Engineer dated 2012 06 25 concerning biofilter project be accepted as information. CARRIED

v) **Environmental Initiatives Map**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Land Development and Environmental Engineer dated 2012 06 25 concerning Environmental Initiatives Map be received and the recommendation that the Sault Ste. Marie Innovation Centre, Community Geomatics Centre complete the project at a cost of \$10,000 with funds from the Green Committee Reserve, be approved. CARRIED

w) **Energy Planning Tool**

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

The relevant By-law 2012-127 is listed under Item 10 of the Minutes.

x) **Soo Sustainable**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Environmental Initiatives Coordinator dated 2012 06 25 concerning Soo Sustainable be received as information. CARRIED

y) **Policy Regarding Surplus Municipal Properties**

The report of the City Solicitor was received by Council.

The relevant By-law 2012-126 is listed under Item 10 of the Minutes.

z) **Request to Have Water Lot Abutting 1009 Queen Street East Declared Surplus to the City's Needs**

The report of the City Solicitor was received by Council.

The relevant By-law 2012-126 is listed under Item 10 of the Minutes.

aa) **Public Works and Transportation – Operations Division – Surface Treatment Program – 2012**

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

Moved by: Councillor F. Manzo

Seconded by: Councillor P. Christian

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2012 06 25 concerning Surface Treatment Program 2012 be received as information and that the 2012 program be awarded to Ellwood Robinson Limited. CARRIED

- bb) Correspondence requesting permission for private liquor licence extension was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

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

Loplop Gallery Lounge
651 Queen Street East

Downtown Days, Rotaryfest – July 19 to 21, 26 to 28, 2012

Buskerfest – August 2 to 4, 9 to 12, 2012. CARRIED

- cc) Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that Councillor Lou Turco be authorized to travel to the FONOM Board meeting being held in Kapuskasing (2 days in July) at no cost to the City. CARRIED

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

(1) ADMINISTRATION

(2) COMMUNITY SERVICES DEPARTMENT

(3) ENGINEERING

(4) FIRE

(5) LEGAL

(6) PLANNING

a) Digital Signs By-law

The report of the Planning Division was received by Council.

Moved by: Councillor F. Manzo

Seconded by: Councillor P. Christian

Resolved that the report of the Planning Division dated 2012 06 25 concerning the Digital Signs By-law be received and that City Council defers approval of the Digital Signs By-law and extends the current moratorium on digital signage to September 24, 2012; and

That City Council authorize the Committee to have the proposed Digital Signs By-law reviewed by the Transportation Master Plan Consultant. CARRIED

b) Application No. A-13-10-T – Premiere Landscaping and Garden Centre Inc. – 1151 Second Line West

The report of the Planning Division was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Planning Division dated 2012 06 25 concerning Application No. A-13-10-T filed by Premiere Landscaping and Garden Centre Inc. – 1151 Second Line West be received and that City Council accepts the applicant's request to withdraw this application. CARRIED

Pecuniary Interest – Councillor R. Niro – family member owns abutting property.

c) Application No. A-16-12-Z – Minor Amendments to Zoning By-law 2005-150

The report of the Planning Division was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Planning Division dated 2012 06 25 concerning Application No. A-16-12-Z filed by the City of Sault Ste. Marie – Minor Amendments to Zoning By-law 2005-150 be received and that City Council approves the proposed minor amendments outlined in this report. CARRIED

d) Application No. A-20-12-OP – Scott McLeod – 740 Fifth Line East

The report of the Planning Division was received by Council.

Moved by: Councillor S. Myers

Seconded by: Councillor P. Christian

Resolved that the report of the Planning Division dated 2012 06 25 concerning Application No. A-20-12-OP – filed by Scott McLeod – 740 Fifth Line East be received and that City Council denies the request to amend the Official Plan in order to create an additional rural residential lot. DEFEATED

Moved by: Councillor S. Myers

Seconded by: Councillor P. Christian

Resolved that Application No. A-20-12-OP – Scott McLeod – 740 Fifth Line East – request to amend the Official Plan in order to create an additional rural residential lot be approved. CARRIED

(7) PUBLIC WORKS AND TRANSPORTATION

(8) BOARDS AND COMMITTEES

a) Sault Ste. Marie Economic Development Corporation – Management Plan and Destination / Attraction Development Business Plan – Gateway Site

The report of the Sault Ste. Marie Economic Development Corporation Tourism Gateway Committee is attached under separate cover.

The report of the Chief Administrative Officer dated 2012 06 25 concerning Management Plan and Destination / Attraction Development Business Plan – Gateway Site was received by Council. Also attached is correspondence from Tom Dodds, CEO, Sault Ste. Marie Economic Development Corporation for the information of Council.

Moved by: Councillor F. Manzo

Seconded by: Councillor P. Christian

Resolved that Sault Ste. Marie Economic Development Corporation Tourism Gateway Committee Management Plan and Destination / Attraction Development Business Plan – Gateway Site be received as information and referred to appropriate City staff to be reviewed by a Committee similar to the original Gateway Steering Committee consisting of appropriate City staff, two (2) City Councillors, the CEO of EDC and two (2) members of the EDC Board. The Committee is to consult with appropriate outside stakeholders including OLG and St. Mary's Paper and provide an interim report to City Council on appropriate "next steps" at the August 13th council meeting. CARRIED

Recorded Vote:

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

Against: Councillor F. Manzo

Absent: Councillor S. Butland

Moved by: Councillor S. Myers

Seconded by: Councillor T. Sheehan

Whereas the SSMEDC Gateway Committee has completed the mandate given to them by City Council in Feb.2010, and

Whereas the report titled "Management Plan and Destination Attraction Development Business Plan - Gateway Site" dated May 2012 is a valuable document, and

Whereas the SSMEDC Tourism Gateway committee was made up of volunteer community leaders from tourism and business, and

Whereas this document containing validated and current information is a significant contribution to the municipality.

Now Therefore Be It Resolved that City Council requests a letter of thanks be sent to the members of the SSMEDC Tourism Gateway Committee thanking them for the work in completing the task. CARRIED

Recorded Vote:

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

Against: Councillor F. Manzo

Absent: Councillor S. Butland

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that Councillors Watkins and Krmpotich be appointed to the Gateway Steering Committee. CARRIED

b) PUC Inc. -- Draft Submission to the Sector Review Panel by the Corporation of the City of Sault Ste. Marie

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the PUC Inc. concerning submission to the Sector Review Panel be received and further that PUC Inc. be authorized to make said submission on behalf of the Corporation of the City of Sault Ste. Marie. CARRIED

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

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Whereas the Los Angeles Kings recently won the Stanley Cup, the first one in their 45 year existence; and

Whereas Jordan Nolan from Garden River and a former Soo Greyhound was part of the Stanley Cup Championship team; and

Whereas the Nolan family has a long history with hockey in Sault Ste. Marie particularly the Soo Greyhounds where Jordan's dad, Ted coached the Hounds to a Memorial Cup win in 1993;

Now Therefore Be It Resolved the City of Sault Ste. Marie congratulates Jordan Nolan on his accomplishment of winning the Stanley Cup. CARRIED

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

9. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

10. CONSIDERATION AND PASSING OF BY-LAWS

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that all by-laws listed under Item 10 of the AGENDA and Addendum #1 under date June 25, 2012 be approved. CARRIED

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that By-law 2012-120 being a by-law to authorize the execution of an agreement between the City and M.R. Wright & Associates for 2012 Biennial Bridge Inspections in fulfillment of a mandated bridge inspection requirement be PASSED in open Council this 25th day of June, 2012. CARRIED

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that By-law 2012-121 being a by-law to authorize the execution of an agreement between the City and M.R. Wright & Associates for predesign, geotechnical work and environmental assessments for replacement of four single lane bridges on perimeter roads to be shared equally with Prince Township be PASSED in open Council this 25th day of June, 2012. CARRIED

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that By-law 2012-122 being a by-law to authorize the execution of an agreement between the City and M.R. Wright & Associates for the design and construction inspection of interim repairs to the seawall in front of 719 Bay Street be PASSED in open Council this 25th day of June, 2012. CARRIED

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that By-law 2012-123 being a by-law to authorize the execution of a Letter of Agreement between the City and the Minister of Transportation for the Province of Ontario for funding under the Dedicated Gas Tax Funds for Public Transportation Program be PASSED in open Council this 25th day of June, 2012. CARRIED

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that By-law 2012-124 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 131 Second Line East be PASSED in open Council this 25th day of June, 2012. CARRIED

Moved by: Councillor J. Krmpotich
Seconded by: Councillor P. Christian
Resolved that By-law 2012-125 being a by-law to designate the lands located at 131 Second Line East an area of site plan control be PASSED in open Council this 25th day of June, 2012. CARRIED

Moved by: Councillor J. Krmpotich
Seconded by: Councillor P. Christian
Resolved that By-law 2012-126 being a by-law to re-establish procedures, including the giving of notice to the public governing the sale of surplus real property owned by the Municipality be PASSED in open Council this 25th day of June, 2012. CARRIED

Moved by: Councillor J. Krmpotich
Seconded by: Councillor P. Christian
Resolved that By-law 2012-127 being a by-law to authorize the execution of a Service Agreement between the City and Local Authority Services Limited for the Energy Planning Tool be PASSED in open Council this 25th day of June, 2012. CARRIED

Moved by: Councillor J. Krmpotich
Seconded by: Councillor P. Christian
Resolved that By-law 2012-128 being a by-law to permit the temporary closing of Cathcart Street from Hudson Street to Carmen's Way on July 15, 2012 to facilitate the Italian Festival be PASSED in open Council this 25th day of June, 2012. CARRIED

Moved by: Councillor J. Krmpotich
Seconded by: Councillor P. Christian
Resolved that By-law 2012-129 being a by-law to provide regulations for the operation of all municipal cemeteries, crematoriums and mausoleums for the City of Sault Ste. Marie and to repeal By-law 99-208 be PASSED in open Council this 25th day of June, 2012. CARRIED

Moved by: Councillor J. Krmpotich
Seconded by: Councillor P. Christian
Resolved that By-law 2012-130 being a by-law to authorize the execution of an agreement between the City and Ellwood Robinson Limited for the Surface Treatment Program 2012 be PASSED in open Council this 25th day of June, 2012. CARRIED

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

12. ADDENDUM TO THE AGENDA

13. ADJOURNMENT

Moved by: Councillor J. Krmpotich
Seconded by: Councillor P. Christian
Resolved that this Council now adjourn. CARRIED

Mayor

City Clerk



Guest
Column:

July 5, 2012

Pat Vanini,
Executive
Director
Association of
Municipalities
of Ontario
(AMO)

 Association of
Municipalities of Ontario

Watch File



Making Great Things Happen: AMO Recognized with ASI Canada award

I'm happy to share that congratulations are in order this week for AMO and municipalities across the province. AMO is honoured to have received a "Great Things" award from Advanced Solutions International (ASI) for our online reporting system for Canada's Gas Tax Fund.

AMO administers an annual allocation of \$590 million from Canada's Gas Tax Fund for 443 municipalities, which is provided on a per-capita basis without the need for an application. Municipalities know their local priorities. It is the only long-term, stable and predictable source of funding for municipal infrastructure, and it is delivered in a way that respects municipalities as mature and accountable. Each year, municipalities complete their reporting to AMO through our online Annual Expenditure and Outcomes Reporting Module.

The system was designed with the users in mind in order to make the process timely, accountable, and efficient. The reporting system also benefits the federal government since it allows AMO to provide consistent and timely reports on the Fund's outcomes and expenditures. If you're interested in reading our reports, check out the Gas Tax at Work website. Municipalities and AMO have a mutual interest in reporting the benefits of this long-term, predictable and stable source of infrastructure funding.

We're not ones to brag, but we are proud and very excited to be recognized for the great things we are doing in our administration of Canada's Gas Tax Fund. Ontario is the only province that administers the fund in this innovative way. With three dedicated staff members, and support from other AMO staff, the online system means a paper impact of about one filing cabinet. That's certainly a feat on its own and definitely worth celebrating!

As we are in the process of making some big changes to www.amo.on.ca and www.las.on.ca, this award is a fitting reminder of how we can put technology to work for us so that everything we do is efficient, cost effective and accountable. There are many municipal governments and staff associations leading the way for municipalities across the province, and even across the country, when it comes to using technology to support all of the "Great Things" that municipalities offer each and every day. AMO is proud to be acknowledged as a leader as well.

Thank you to our hard-working staff that make it possible for AMO to deliver great programs in innovative ways. And many thanks go to Ontario's municipalities for diligently using the online reporting system and providing us with feedback that helps us stay on the leading edge. Stay tuned, there is more to come!

ASI is an international provider of web-based software for member and donor-based non-profits. They are also the developers of iMIS, the software that made AMO's customized online reporting system possible. The award from ASI Canada recognizes customers who are doing "great things" in their community with the support of iMIS – and this year, AMO's online reporting system is one of them.

Malcolm White

From: communicate@amo.on.ca
Sent: July 04, 2012 7:57 PM
To: Malcolm White
Subject: AMO makes submission to the Ontario Distribution Sector Panel
Attachments: ODSP Submission - July 2012.pdf

TO THE IMMEDIATE ATTENTION OF THE CLERK AND COUNCIL

July 4, 2012

AMO makes submission to the Ontario Distribution Sector Panel

The Ontario Distribution Sector Panel (ODSP) is currently conducting a comprehensive review of the Province's electricity sector focusing on options to improve efficiencies including local distribution company (LDC) consolidation.

AMO's submission is based upon the following three key principles:

1. Since distribution only represents a maximum of 20% of the bill, regulatory and governance reform would yield far greater savings than mere consolidation.
2. Efficiency gains from merging municipal LDCs are dwarfed by the potential that exists within Hydro One—Hydro One is the least efficient LDC in the Province (in terms of operating, maintenance and administrative costs) and must be part of the equation if a meaningful review is to occur.
3. LDCs are assets (mostly) owned by municipal governments. Any change must be driven by clearly identified business principles and if consolidation is deemed to create efficiencies, it must be led and facilitated, not mandated.

Our paper is organized around three key sections: Governance and Regulatory Reform, Consolidation and Conservation—which AMO believes should be a cornerstone of energy policy in this Province but is in danger of being ignored in favour of flashier, more expedient issues. The Panel must look to the most appropriate policy responses to the properly defined problem statements.

AMO has set out a number of recommendations in this paper based on the belief that the efficiency of a given LDC must be balanced with its effectiveness, as well as its contributions to the overall energy system and the community that it serves. The aim is to create a new relationship between the Province, its regulatory agencies, utilities and municipalities that is based on better collaboration and a recognition that we all have to think differently and operate more efficiently.

AMO Contact: Scott Vokey, Energy Services Coordinator, email: svokey@amo.on.ca, (416) 971-9856 ext.357

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

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



AMO's Submission to the Ontario Distribution Sector Panel

July 2012

**Association of
Municipalities
of Ontario**

200 University Avenue, Suite 801
Toronto, ON M5H 3C6 Canada
tel: 416-971-9856 fax: 416-971-6191
email: amo@amo.on.ca
website: www.amo.on.ca

Table of Contents

Introduction	3
Governance and Regulatory Reform	5
<i>System Planning</i>	11
Consolidation	17
<i>Shared Services</i>	18
<i>Principles to Guide Consolidation</i>	20
Conservation	26
<i>CDM Should be the First Priority</i>	28
<i>The Current System is Broken</i>	28
<i>A New Conservation Framework is Required</i>	30
<i>The Role of the Municipal Sector</i>	33
Conclusion	35

Introduction

Ontario municipal governments were at the forefront of innovation in the energy sector as early as October 11, 1910, when Adam Beck brought power to the people in Kitchener. We have been involved in the energy sector ever since. We were involved in restructuring of Ontario's electricity sector in the mid-to-late 1990s. The recent reforms including the *Green Energy Act* has brought tremendous change and added complexity to what was already a complex sector. Municipal governments have a good understanding of the energy sector and how it serves their communities.

Like all other Ontario energy consumers, Ontario municipalities are now paying for previous decades of neglect by provincial governments. As very large consumers of energy, accounting for nearly \$1 billion of energy supplies annually, Municipal governments have been and will continue to be severely impacted by rising energy prices. They own a large stock of buildings and facilities in need of investment to support the Province's energy conservation and greenhouse gas reduction goals.

Municipal governments are owners of local distribution companies (LDCs) which form the links between Ontario's residents and the provincial electricity supply. Municipal governments also host, and sometimes partner, in energy projects that are critical to Ontario's sustainable future. The Association of Municipalities of Ontario (AMO) is a non-profit organization representing almost all of Ontario's 444 municipal governments and their interests as owners, consumers, and project hosts. AMO is pleased to have the opportunity to submit this paper to the Ontario Distribution Sector Panel (Panel).

It is our understanding that the Panel has been set up to research, analyze, provide advice and make recommendations to the Minister of Energy regarding issues related to Ontario's electricity distribution sector and distribution models. While we realize the Panel is focused on "financial advantages and savings that could be realized from consolidation of Ontario's local distribution companies", any restructuring should be "interpreted broadly and could include, as examples, consolidation, co-ordinated

procurement, co-ordinated administration, and/or re-assessment of service area boundaries, as well as any combination of solutions".

AMO continues to apply a triple bottom line approach to its analysis of pertinent policy issues. In its broadest sense, the triple bottom line concept captures the spectrum of values that organizations must embrace – economic, environmental and social. Triple bottom line means expanding the traditional working framework to use financial outcomes as well as environmental and social performance to result in decisions that will:

- Lead to greater physical, cultural and financial access and equity in service delivery and activities
- Use fewer natural resources
- Promote and maintain economic development and growth in a sustainable manner.

The triple bottom line is ideally suited to energy policy analysis since energy policy is about ensuring that our environment can support our society, economy and way of life not just now, but well into the future. This same triple bottom line approach guides our response to the Panel's search for efficiencies in the energy sector. AMO realizes that to the outside observer the 78 LDCs of various sizes appears to be inefficient. There are also a number of new pressures facing LDCs including: financing challenges for building or refurbishing old distribution infrastructure; increased customer demands; new products and services such as Smart Meters, Electric Vehicles and the Smart Grid. All of these pressures require increased capacity and greater access to private equity capital. Municipal governments, especially those that govern single-industry towns, are very well aware that reliable and affordable energy is essential for attracting business and investment to our Province. We too are struggling with fewer resources and are doing our utmost to find as many efficiencies as possible. AMO offers this submission to the Panel to help it make the best recommendations possible not just for municipal governments, but for energy ratepayers and all Ontario citizens.

Through our research and consultations with municipal governments and LDCs, three key principles became eminently clear:

1. Since distribution only represents a maximum of 20% of the bill, regulatory and governance reform would yield far greater savings than mere consolidation.
2. Efficiency gains from merging municipal LDCs are dwarfed by the potential that exists within Hydro One— Hydro One is the least efficient LDC in the Province and must be part of the equation if a meaningful review is to occur.
3. LDCs are assets (mostly) owned by municipal governments. Any change must be driven by clearly identified business principles and if consolidation is deemed to create efficiencies, it must be led and facilitated, not mandated.

As a result, this paper is organized around three key sections. Governance and Regulatory Reform, Consolidation and Conservation—which AMO believes should be a cornerstone of energy policy in this Province but is in danger of being ignored in favour of flashier, more expedient issues. The Panel must look to the most appropriate policy responses to the properly defined problem statements.

It is at the municipal level that much can be accomplished in integrating land-use and energy infrastructure planning into a holistic approach that can optimize energy use, minimize waste and improve the quality of life for all Ontarians. It is our hope that the Panel recognizes the opportunities inherent in a new relationship between the Province, its regulatory agencies, utilities and municipalities that is based on better collaboration and a recognition that we all have to think differently and operate more efficiently.

Governance and Regulatory Reform

Very few fields are as fragmented and complicated as energy policy in today's Ontario. Over the years, provincial decision makers have swayed from favouring traditional, centralized electricity planning to a deregulated quasi-free market and back again. Ontario now has a hybrid market structure, consisting of a competitive wholesale energy market and significant amounts of centrally procured or regulated supply. The wholesale

energy market is used to dispatch generation efficiently and to produce price signals that coordinate the actions of the many diverse participants. Central procurement and regulated prices are used to ensure that key government energy policy objectives are achieved.

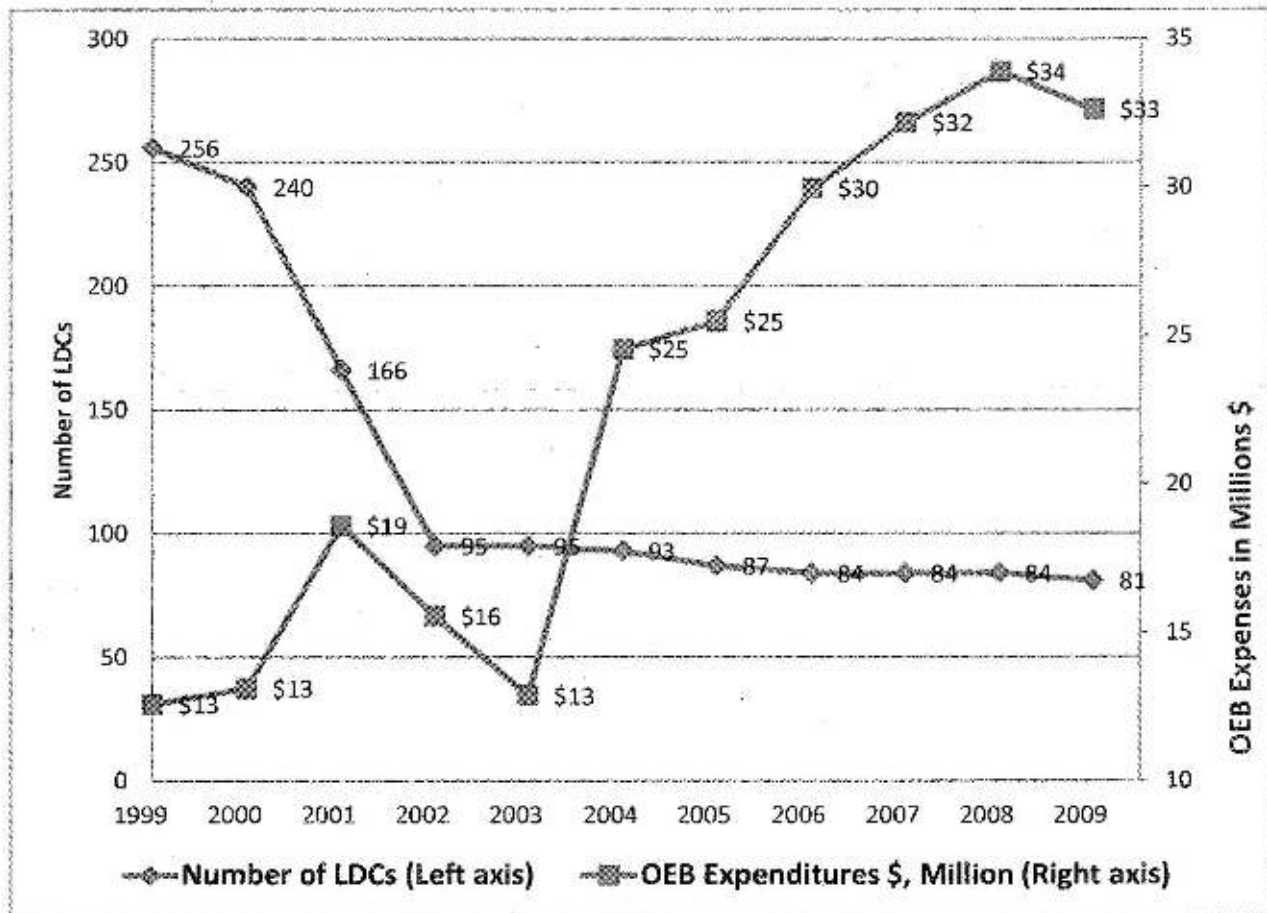
As a result of these swings in policy direction, we are now left with a confused marketplace governed by a veritable alphabet soup of regulators and other agencies including Hydro One, Ontario Power Generation (OPG), Ontario Power Authority (OPA), Independent Electricity System Operator (IESO), Electrical Safety Authority (ESA), Ontario Electricity Financial Corporation (OEFC), and the Ontario Energy Board (OEB). While the current *Bill 75 An Act to amend the Electricity Act, 1998 to amalgamate the Independent Electricity System Operator and the Ontario Power Authority* is a good start in terms of reducing the number of agencies involved in the sector much more needs to be done to streamline the current regulatory process. There is overlap in the various functions of Ontario's energy agencies. The OPA, Ministry of Energy, and the IESO all do some form of power system planning; the OPA, Infrastructure Ontario, and the Ontario Electricity Financing Corporation (OEFC) all procure generation projects and/or manage procurement contracts; and the OPA, IESO and OEB either administer or regulate different conservation programs. Streamlining these agencies' mandates by removing duplication and creating an easier-to-navigate system can result in cost savings and better outcomes for all market participants.

More also needs to be done to educate the public about the important decisions facing utilities and other power system planners. AMO agrees with the Drummond Report in this area:

The Province must coordinate a comprehensive, proactive electricity education strategy across sector participants that at a minimum covers generation, imports/exports, what drives electricity prices, the roles and responsibilities of the various entities operating in the electricity sector; and the evolving role of the electricity ratepayer in the smart grid paradigm.

Governments, industry and NGOs should work together to improve Ontarians' energy literacy. Our citizens need to understand the energy choices that the Province faces so that they can make informed decisions based on realistic assessments of their respective costs and benefits. While this will not necessarily result in greater efficiencies, it will certainly help citizens and ratepayers understand the trade-offs that energy policy makers must make and may ideally lead to better and easier infrastructure siting processes for all types of energy infrastructure.

In terms of changes that will lead to cost savings, consolidation is only one option for achieving efficiency. Bigger is not always better. Service quality, dependability, rate of return, are some of the factors that form any business plan of a willing buyer and seller. Since distribution only represents a maximum of 20% of the bill, the Panel should recommend other meaningful measures in its report to the Minister. It is time to carefully review the regulatory processes to identify areas that could be improved and streamlined. Conservation must become a higher priority for the regulators and utilities and the Ministry needs to review the entire regulatory process to remove unnecessary duplication and costly oversight that offers no real benefits for ratepayers. The OEB is frequently focused on bill impacts in its recent decisions—yet nobody seems to focus on the overall impacts of all of the compliance work. The following chart shows how rapidly the costs of the OEB have escalated at the same time as LDCs costs have decreased.



A more efficient and cost-effective regulatory framework that achieves provincial policy objectives is possible. The costs of regulation must be balanced with the benefits to customers and the amount of regulation should be proportionate to the intended policy outcome. As shareholders of local distribution companies (LDCs) municipal governments have also been indirectly burdened by interveners driving up compliance costs—often in rate applications where individual interveners have no actual members or where their members are completely unaware of their intervention. The intervener process, which appears to benefit a cadre of energy lawyers instead of ratepayers, is a good place to start.

Regulatory streamlining and reform is required to realize greater efficiencies. The OEB must revise the guidelines around interveners to ensure they represent a distinct interest that is relevant to the issue being reviewed. New guidelines should also impose a cap on cost awards and include eligibility rules to weed out those that can pay their own way.

The OEB should revise the guidelines around interveners to ensure they represent a clearly definable/distinct interest that is relevant to the issue being reviewed. New guidelines should also impose a cap on cost awards that reflects the costs and benefits of the review and include eligibility rules to weed out those that can pay their own way. AMO agrees with the Office of the Auditor General that the OEB must better coordinate and evaluate intervenor participation in the rate-setting process in an effort to reduce duplication and time spent on lower-priority issues.¹

The OEB must enhance the cost effectiveness of its rate-setting by working with the LDCs to address their concerns about the cost and complexity of the current rate-setting filing requirements and the impact on their operations.

AMO again agrees with the Office of the Auditor General that the OEB should work with the regulated entities to address their concerns about the cost and complexity of the current rate-setting filing requirements and the impact on their operations; and, better coordinate and evaluate intervenor participation in the rate-setting process in an effort to reduce duplication and time spent on lower-priority issues.² The provincial Auditor General found that a typical LDC rate application can involve 1,200 pages of paper work, the use of external consultants and cost a mid-sized utility a quarter of a million dollars to complete. We understand that the OEB has recently retained a third party to initiate a review of the LDC rate applications and hearing process.³ This will be a very

¹ Office of the Auditor General of Ontario, *2011 Report*, Tabled in the Legislative Assembly of Ontario on December 5, 2011. Section 3.02, Rec. 1.

² Office of the Auditor General of Ontario, *2011 Report*, Tabled in the Legislative Assembly of Ontario on December 5, 2011. Section 3.02, Rec. 1.

³ OEB Board Chair Rosemarie T. Leclair, *Letter re Review of Rate Applications and Hearing Process*, Toronto: June 26, 2012.

welcome development if the OEB can obtain the objective identified in the letter—"an improved and streamlined regulatory process that leverages regulatory best practices and is tailored to the Board's legislative requirements and operating environment"—and does not merely tinker around the edges of its currently overly labourious, time consuming and costly process.

Another way to enhance the efficiencies of LDCs is to enable them to expand the scope of their business. To fully realize the business opportunities that will bring value to customers and shareholders alike, LDCs need a regulatory model that builds efficiencies for utilities. The regulatory model should shift from focusing on LDC ability to deliver traditional services to customers to one that provides electricity distributors the flexibility and freedom to effectively expand these services to support and empower customers to manage their electricity consumption through conservation and renewable energy programs. Currently, many LDCs have very entrepreneurial and innovative business offerings in their unregulated affiliate companies. They have evolved from the old "poles and wires" PUC model into an integrated energy company that offers many different services to not only customers in their service area but to other areas in the Province and sometimes to the U.S. and overseas markets. The numerous regulatory restrictions on the main holding companies prevent them from moving into areas where natural synergies may exist. Further, the expense of establishing an affiliate is another obstacle to some LDCs from expanding their operations.

LDCs should be allowed to provide street lighting maintenance and other services in a competitive market with other providers. The Ontario Energy Board (OEB) should enable increased flexibility in internal firm structure and operation

AMO has been pushing for a regulatory remedy to deem streetlight maintenance as a permissible LDC activity under section 71 of the *OEB Act* since 2010. Allowing LDCs to conduct street lighting services to their municipalities will give municipalities the choice to use their own LDC for street lighting services or consider other options. Presently, that choice does not exist. We believe this regulatory change will provide legislative and regulatory clarity, promote public safety, and increase cost effectiveness for municipal shareholders and ratepayers alike.

Our members see no rational benefit to create affiliated companies to conduct street lighting services -- it is simply an unnecessary administrative burden that poses additional costs to the municipality with no real value to the public. Moreover, the operational distinction between the street lighting system and the distribution system is artificial given that for decades street lighting was maintained by local municipal electric utilities under Ontario Hydro regulation. Allowing LDCs to carry out street lighting maintenance assures many of our members access to reliable, qualified professionals that might not otherwise be available at all time in all areas of the Province. Maintenance of street lighting is an important public safety matter in the community. Municipal governments need to be able to ensure timely delivery of maintenance services for the benefit of the public. The OEB has applied a one size fits all approach to this issue and others like it in the name of attempting to ensure fair competition for private sector firms. The pendulum has now swung too far towards excessive rules, with too many layers of watchers at the expense of people who actually get things done. Some municipal governments will continue to utilize private firms for streetlight maintenance—all we are asking for is to allow LDCs to perform this service as they once did.

System Planning

AMO is not for or against any one particular type of generation as we believe a broad portfolio of supply options mitigates the risk of dependence on any one fuel supply but we are supportive of less GHG intense fuel sources. This portfolio should also be complimentary in terms of supplying base, intermediate and peak demands. We do maintain, however, that any potential hosts should have a say in the type of generation planned in their community and that any new generation should be the best available technology and should make use of all available energy types including thermal energy.

Municipal governments must be invited to participate in the Regional Planning of energy infrastructure at its earliest stage.

The current planning process in place since the first Supply Mix Directive of 2006 is too cumbersome because of the numerous shifts in direction, frequent ministerial directives and lack of coordination with municipal governments. The lack of consultation on many

of the directives, an OEB-approved plan and details on the LTEP assumptions points to the continuing lack of transparency. AMO agrees with the Environmental Commissioner of Ontario that "a more nimble approach with attention to localized load growth and closer alignment of conservation targets with annual results and demand growth would better serve the Province".⁴ A better approach is needed for system planning to allow electric utilities to figure out how to best connect significant amounts of renewable energy generation at the distribution level and to allow gas utilities to plan for district energy plants or better yet to allow both to participate in truly integrated community energy system planning. The current regional planning approach "entails joint planning between distributors and transmitters in relation to distributor connections to the transmission system (to) share information regarding distributor connection issues, and identify optimal connection solutions among alternatives involving transmission and distribution investments."⁵ The OEB paper also states that regional planning may facilitate the "desirable outcome" of integrating land use planning and electricity infrastructure planning exercises, whereas the OPA admits that "while there are some commonalities across regions, each is unique in terms of its electricity requirements, anticipated growth, economic development potential, age and configuration of existing infrastructure, resource and demand management opportunities and community acceptance of proposed solutions."⁶ Despite the desired outcome of finally integrating land use and energy planning and the realization that each region has unique circumstances, and the goal of aligning with local initiatives such as Community Energy Plans, Official Plans and other municipal planning considerations, municipal governments have not been invited to participate in this exercise.

⁴ Environmental Commissioner of Ontario, *Restoring Balance: A Review of the First Three Years of the Green Energy Act. Annual Energy Conservation Progress Report – Volume One*. Toronto, 2011.

⁵ Ontario Energy Board, *Discussion Paper: Regulatory Framework for Regional Planning for Electricity Infrastructure (EB-2011-0043)* Toronto: 2011.

⁶ Ontario Power Authority, *The OPA's Regional Planning Process*, Toronto: February 2012.

Early consultation with affected municipalities will result in superior decisions relating to the siting of new generation facilities as well as the infrastructure to support the new generation. Municipal leaders can provide valuable intelligence on not only what sites would work best but also on how to improve community acceptance as well as how to maximize public investment by integrating new infrastructure into local land use and other planning. The current process of issuing RFPs to proponent who then determine sites without necessarily consulting the affected municipality will repeat past mistakes unless this process is amended as suggested. As the order of government closest to the public our members can provide valuable advice on program development and siting issues before major decisions are made—which will reduce the potential for major reversals and save time and money at the end of the day. Early and consistent consultations with municipal governments will not only avoid many expensive and unpleasant challenges with residents but will present alternative, superior solutions to issue facing our shared energy system that may not have been considered by the plan's developers. The following case study from Northwestern Ontario illustrates that municipal governments and LDCs also need to be at the table in terms of transmission planning to eliminate waste and maximize opportunities to grow our economy:

Transmission or Distribution? Northwestern Ontario Needs an Infrastructure Upgrade to Tap Into a Better Economic Future

The transmission in the Northwest Region (apart from the 230 kV line that at this point serves primarily as a conduit line running between the Manitoba boarder and points east of Wawa) takes place typically at 115kV delivering power to step-down transformers of customers.

- It is essential to appreciate that the transmission system in place covers only the lower one third of the land mass of the Northwest Region.
- The remaining two thirds of the land mass of the Northwest Region have no access to power supplied by transmission.

It is also essential to appreciate the lack of security in the transmission system that does exist in the Northwest Region. The 115kV lines are virtually all long radial circuits running extensive distances of between 200 km and 500 km through remote areas of Crown Land. Permanent faults in these transmission lines result, several times a year, in blackouts that are often measured in days rather than hours. Moreover, transmission line management during electrical storms requires the temporary suppression of transmission in the locality of a storm. The absence of two line supply throughout most of the Northwest Region, outside the City of Thunder Bay, leaves industrial customers and LDCs of smaller communities with little security in power supply.

There are several power lines in the Northwest that are classified as distribution lines in terms of voltage but are much longer than many classified as transmission lines elsewhere in the Province. These radial lines are vulnerable to weather, natural disasters and even traffic accidents. Permanent faults in these distribution lines result, several times a year, in blackouts that are often measured in days rather than hours. Many local leaders feel that local LDCs could be more responsive than Hydro One in servicing these areas.

As the Northwest is on the threshold of massive investments in mining, requiring significant construction and operation of infrastructure – from roads to telecommunications, to rail to electrical transmission or distribution. This is at the same time as two-thirds of the region's land mass has no transmission infrastructure and remote First Nations must rely on expensive and dirty diesel generation. These people are citizens of Ontario and should have the same access to electricity as do all other citizens and should not be asked to bear a higher cost to make those connections.

A smart grid involves monitoring and controlling the electrical grid to ensure it remains balanced and reliable. Smart grid proponents suggest there are different 'types' of efficiencies: physical (energy lost), operational (staff processes and resources), and market level (economic efficiency)—all of which will result in better information, better service and reduced costs. In November 2010, the Minister of Energy issued a directive to the OEB requiring it to take steps to establish, implement and promote a smart grid by providing guidance to distributors, transmitters and other regulated entities. Since then the OEB, IESO, Smart Grid Forum and several private firms have engaged in discussions around customer, technical and operational objectives as well as the preparation of smart grid plans. In April 2011, the Ministry of Energy announced a \$50 million Smart Grid Fund, offering financial support for projects that advance the commercialization of smart grid products and services. The smart grid promises homes and appliances consumers can control via the internet and mobile devices, distributed generation and demand response, electric vehicle charging infrastructure and a whole range of future products that may revolutionize the electricity and home building industries. AMO recognizes that the human capacity and future infrastructure needs to enable a smart grid may be beyond many current LDCs which is one reason why proponents of consolidation suggest the current situation is untenable. Indeed, whether we have 78, 68, 58, or some other number of LDCs, they will likely need capital support from investors whether pension funds or private lenders to be able to make the types of investments required to have a truly smart grid. However, AMO would like to point out what is also missing from this equation is the input of municipal governments into smart grid planning. While the OEB, IESO, some LDCs, electricity sector partners, automakers and certain academic institutions have all been engaged in smart grid developments, municipal governments have not despite the fact that they enforce the building code, regulate local roads and transportation infrastructure, utility corridors and a host of other hard and soft infrastructure issues that will affect the smart grid.

Municipal governments must be invited to participate in the planning of smart grid infrastructure.

Current system planning is also inefficient because the existing regulatory environment prevents electric and gas utilities from working together on synergistic projects. The OPA is only interested in reducing electricity demand and the primary regulator and other agencies have swung the pendulum too far towards excessive rules at the expense of people who actually get things done.

Energy planning and programming must be holistic and one that all includes types of fuel sources and all supply options with a priority on conservation.

The Ministry of Energy must build upon the LTEP to produce a true energy plan that is based on all forms of energy and not just electricity. AMO supports moving to more integrated, longer term planning that eliminates the inefficient wall between electricity, natural gas and other sources of energy. A growing number of Ontario municipalities have also decided to implement district energy (DE) systems to meet their thermal energy needs and environmental goals. DE systems, especially Combined Heat and Power facilities, are very efficient because they utilize multiple energy sources, including what are often waste products. District energy systems currently exist in Cornwall, Hamilton, London, Markham, Ottawa, Sudbury and Toronto and could be established in many additional communities across Ontario if investors can accept long pay-back periods. LDCs and gas utilities not only have experience with the technologies involved, but are also more willing to accept long pay-back periods than most private lenders. Unfortunately, the current regulatory framework focuses on conventional energy forms and systems.

The Ontario Energy Board Act should be amended to allow LDCs and gas utilities to expand their mandates to become rate-regulated electricity and district energy utilities and rate-regulated natural gas and district energy utilities.

Consolidation

The current collection of electric utilities is as diverse as the communities they serve. LDCs tend to be the products of history and geography—which makes developing a one-size-fits-all approach in terms of determining an ideal size, based on geography or the number of customers difficult and also difficult to “sell”.

Forced municipal amalgamations (another form of consolidation) did not necessarily achieve the desired outcomes (i.e. service and governance efficiency). The cross-subsidization of property taxes and “harmonization” of service costs, which became generally higher given successors rights, etc., within existing labour law and agreements. Forced municipal amalgamation became more about the number of municipal governments and boundaries and loss of community identity, rather than the tools to achieve efficiencies and better service within the municipal governance framework. Forced municipal amalgamation was a solution to a poorly identified concern and it brought unintended consequences.

“We’ve replaced downloading, amalgamations and a one-size-fits-all approach with respect, partnership and consultation,” Premier Dalton McGuinty⁷

AMO is pleased that the Province has recognized municipalities as responsible and accountable governments—and have committed to a new form of government to government discussion, including pre-consultation as enshrined in the Memorandum of Understanding. This type of relationship also recognizes that accountability means mutual respect between municipal governments, the Province and other public agencies. In the face of the question of possible consolidation, many municipal governments are asking: since the Province would never consider forcing consolidation on privately owned companies, why should municipally-owned corporations be treated any differently? Is this signalling a new phase of forced amalgamation and not just in the

⁷ Remarks By Premier Dalton McGuinty To The Rural Ontario Municipalities Association And The Ontario Good Roads Association <http://news.ontario.ca/opolen/2006/02/remarks-by-dalton-mcguinty-premier-of-ontario-to-the-rural-ontario-municipalities-association-and-th.html> February 21, 2006.

area of electricity? Indeed, if anything, LDCs should be protected as they are looking after the best interests of their community instead of strictly adhering to the bottom line. We are also unconvinced of the benefits of LDC consolidation given a review of past experiences in this area "indicates that few real welfare gains have emerged from the costly effort by the Ontario Government and the Regulator to reduce the number of distribution utilities in the Province."⁸

Given that the Panel is focused on seeking out all sorts of possible efficiencies beyond just merely conventional consolidation approaches, it is worthwhile to point out the benefits of shared services at this point.

Shared Services

Since the Panel has been tasked with conducting an analysis of the current system to determine what financial advantages and savings could be realized, we believe it is worthwhile briefly pointing out current examples of successful coordinated procurement and administration between and amongst LDCs. A quick scan of the current LDC environment reveals that several initiatives are underway, sometime involving groups of up to 48 LDCs in the following areas:

- billing services shared by multiple electricity distributors
- billing services shared by various services (e.g., electricity, water and sewage)
- joint development of ESA standards
- shared services based on meter technology
- joint procurement of products and services
- shared services arrangements for regulatory filings
- sharing 'locates' services
- delivery of CDM programs
- collaboration and aid during natural disasters.

⁸ Frank Cronin and Stephen Mollik, "How Effective are M&As in Distribution? Evaluating the Government's Policy of Using Mergers and Amalgamations to Drive Efficiencies into Ontario's LDCs," *The Electricity Journal* 2007, 60-68.

For example, Horizon Energy Solutions Inc. is managing and delivering all OPA CDM programming under contract for Oakville Hydro. Horizon also houses three CDM Key Account managers to meet the needs of nine LDCs and are dedicated to the needs of 30 large use customers. We also understand that Hydro One has contracted out its CDM delivery to Union Gas—which has the potential of not only dramatically improving CDM delivery in large parts of the Province but of realizing the efficiencies of combining electricity and natural gas incentive services.

Such collaboration is occurring in all areas of the Province. For example, the Cornerstone Hydro Electric Concepts Association (CHEC) involves 12 LDCs in south, central and eastern Ontario while the Northwest Group serves five LDCs in northwestern Ontario.

Founded in 2000 the CHEC group is an association of 12 LDCs modeled after a cooperative to combine resources, share insights and share professional services such as specialists on rate design, CDM, and regulatory obligations. CHEC has been able to achieve the benefits of scale while maintaining accountability to its members and has developed a number of cost-effective solutions to improve operating and delivery standards.

In 2008 – 2009, the Northwest Group (Thunder Bay Hydro, Sioux Lookout Hydro, Kenora Hydro, Fort Frances Power Corp. and Atikokan Hydro) worked as a group to take part in the London Consortium to gain approval for smart meters. The purchase, installation and operation were coordinated to take advantage of scale. The Northwest Group used one entity for billing software and smart meter operation and the same group has also consolidated the administration and delivery of CDM programs.

Most LDCs are sharing services wherever possible under existing regulations but as previously mentioned the regulatory environment needs to be recalibrated to ensure that regulated LDCs and not just their affiliates can share services, contract out when desired and develop whatever type of local innovation in service delivery that brings the

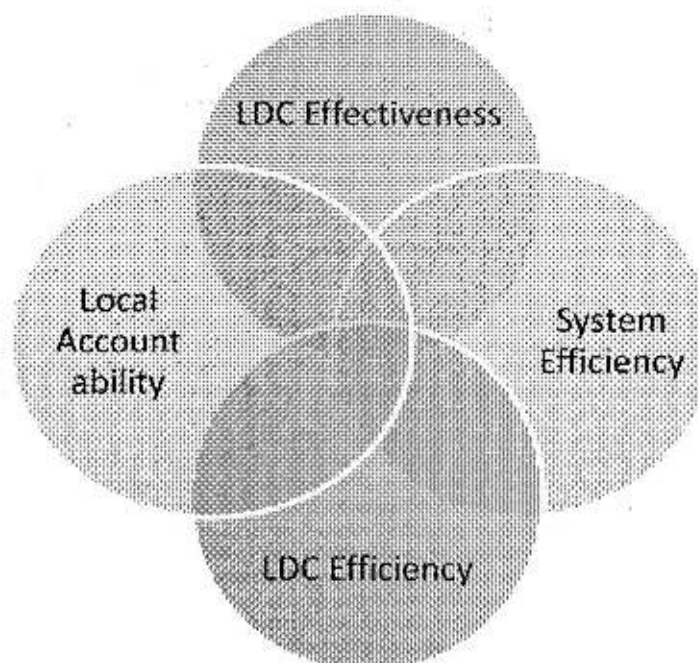
best value to its ratepayers and shareholders. If the desired outcome of this exercise is to create more efficient and effective entrepreneurial energy companies then surely this would be a good place to start.

Voluntary alliances and sharing of services should be incented whenever possible. More must be done to encourage specialization. There are great synergies and service sharing on the unregulated side of the business—this should be allowed on the regulated side as well. Current OEB policies which are a barrier to realizing efficiencies must be eliminated.

Principles to Guide Consolidation

As mentioned AMO has its doubts that significant financial savings can be realized from consolidation of LDCs and some of our members are opposed to this initiative.

Efficiencies can be achieved by looking at the entire system. However, if the government is going to pursue consolidation and views the current conditions as being inadequate in terms of pushing LDCs towards consolidation and other efficiencies. AMO offers some caution on how it proceeds. The following principles may help guide the Panel to offer recommendations to the Minister of Energy. We were pleased with the frank and wide-ranging discussion we had with the Panel at our initial meeting and are confident that it will interpret its mandate widely. In developing this submission, we have been guided by the belief that the efficiency of a given LDC must be balanced with its effectiveness, its service to its customers, as well as its contributions to the overall energy system and the community that it serves.



To recognize the reality that most LDCs are municipally owned and to realize the objective of looking at any combination of solutions instead of merely traditional consolidation, AMO suggests the Panel advise the Province to recommit to voluntary consolidation with some new parameters.

Consolidation should be voluntary. Consideration of consolidation should be a local not a provincial decision.

Forcing consolidation will negatively impact asset value and likely result in negative outcomes for shareholders—a perverse outcome that will also negatively impact the ability of remaining LDCs to make the necessary investments in infrastructure required in the near future.

Bigger is not necessarily better. One size does not fit all when it comes to amalgamations or mergers in the Electricity sector.

The following table demonstrates that bigger is not always better in terms of overall LDC performance:

Comparison of LDCs by Size

Data from OEB Yearbooks 2008-10

	Small LDCs	Medium LDCs	Large LDCs	Hydro One
	<20,000 customers	20,001-99,999	>100,000	
Avg Number of Customers	7,929	41,162	262,386	1,194,683
% of Ontario Electricity Consumers	7.43	24	43.7	24.87
Number of LDCs	44	28	9	1
Avg Revenue Per Customer	\$ 494.80	\$ 439.72	\$ 497.76	\$ 893.66
Avg O&M per Customer	\$ 301.87	\$ 202.91	\$ 194.94	\$ 423.45
Avg Net Income per Customer	\$ 37.28	\$ 61.53	\$ 74.42	\$ 130.99
Avg New Capital Spent per Customers	\$ 1,157.05	\$ 180.15	\$ 181.06	\$ 343.87
Power & Distribution Revenue	\$ 17,529,641.10	\$ 104,029,496.63	\$ 727,299,346.91	\$ 3,100,883,045.11
Expenses				
operating	\$ 382,198.82	\$ 2,234,993.68	\$ 14,393,833.90	\$ 72,037,434.47
maintenance	\$ 515,354.22	\$ 1,622,087.84	\$ 9,877,971.86	\$ 227,837,441.74
administrative	\$ 1,428,640.65	\$ 5,211,871.76	\$ 31,497,208.66	\$ 206,179,217.02
Total O&M&A	\$ 2,326,193.70	\$ 9,068,953.28	\$ 55,769,014.42	\$ 506,054,093.23

A caution here—not all small LDCs are underperforming and in fact an LDC by LDC examination reveals that many small LDCs outperform much larger ones. AMO suggests the real opportunity here is to develop a framework where these smaller LDCs can expand by acquiring areas currently within Hydro One's distribution service territory. The data clearly shows that Hydro One remains an outlier in terms of poor performance.

While a certain amount of Hydro One's poor performance is due to the vast distances it must service including many areas with very few customers, that is not the full story. Hydro One has some of the highest salaries in the Ontario public sector, even though they are running businesses that do not face normal competition or the pressure for results that comes from having to meet shareholders' expectations. There are also numerous instances of redundant infrastructure in the Province where Hydro One has assets in the same neighbourhood or even on the same street as a municipal LDC. Hydro One faces substantial investment requirements in the near future related to several planned transmission projects. Transmission is Hydro One's core business. AMO suggests that Hydro One's distribution assets should be independently valued and put up for sale to municipal LDCs with a right of first refusal. Proceeds from this sale could go to help Hydro One fund its transmission builds and refurbishments.

In the absence of the Shoulder to Shoulder utilities concept first developed in the *MacDonald Report* there will continue to be redundant electrical infrastructure and multiple service providers within the same area.

The Shoulder to Shoulder concept also requires that Hydro One divests many of its assets if not its entire distribution grid.

The creation of Shoulder to Shoulder utilities can only be achieved if Hydro One is willing to divest its distribution assets. The *MacDonald Report's* overriding principle that no service area should be left out in any restructuring should still apply. Based on maps of its distribution system on its website, Hydro One's 1.1 million customers appear to be divided into 52 areas (12 in the north and 40 in the south), each with approximately 21,000 customers. Allowing municipal LDCs to acquire these areas will help them improve the scale of their operations and offer more efficient service to the newly acquired areas. Some municipal LDCs may have no interest in this and may instead choose to merge with another LDC that has the capacity to expand, but this may also meet the needs of the Panel in terms of driving efficiencies and reaching a scale where LDCs can make the investments required of them in the near future. No doubt some will object that such a sale would inevitably result in cherry picking of the denser, more urban areas within southern Ontario at the expense of rural and remote areas. However, there is already a \$175 million dollar a year Rural and Remote assistance mechanism in place. This mechanism should be preserved as a way to ensure that rates in Northern Ontario where there are greater distances and fewer customers remain competitive. Working with the independent evaluator, the Province and Hydro One could also ensure that the respective areas are packaged together in a way that enhances their value and does not leave them with only the areas with the worst returns.

Moving customers to municipal LDCs will reduce the rates to the customer and improve LDC efficiency as well as service levels to the end use customers.

The inclusion of Hydro One's rural territories with more urban areas held by other LDCs would result in lower costs and efficiencies through better economics of scale and by eliminating redundant assets, equipment and personnel. This would also allow Hydro One to focus on the transmission build-outs required in the near future.

The inclusion of Hydro One's rural territories with more urban municipally-owned LDCs would result in lower costs and more efficiency through considerable economies of scale and scope by eliminating redundant assets, equipment and personnel. The sale of Hydro One distribution assets at reasonable prices determined by an independent evaluation will result in efficient regional LDCs that will be able to provide benefits to all customers through reasonable rates and enhanced service.

To enable true Shoulder to Shoulder utilities investment, outside investors will be required, but we would prefer that majority ownership of LDCs remain within the public sector. The combination of democratic, local oversight and market-based discipline from such firms would be ideal for owners and ratepayers alike.

The continued exclusion of the private sector from the LDC sector has reduced the options for capital-raising, prevented monetization of municipal value and may be a deterrent to additional consolidation and efficiency in the sector. Another concern is the fact that permissible debt is capped at 60% and the industry currently sits at approximately 55% overall.⁹ However, private capital is not a silver bullet and in no way are we suggesting that an ownership transfer occur from public to private hands—the majority equity share of LDCs should remain publically owned. Some consolidation proponents argue that the private sector will impose the discipline of a bottom-line profit motive to hold management's feet to the fire but this is based on the two false assumptions that the private sector performs better and the public sector does not have any external sources of discipline. Numerous studies have confirmed that there is no "statistically significant difference in the operation of distribution electric utilities based

⁹ Figures provided by the Electricity Distributors Association (EDA) based on long-term debt and equity for the distribution industry from 2005 to 2010.

on ownership form".¹⁰ Maintaining public ownership also ensures that LDCs meet the economic, social and environmental needs of the ratepayers and citizens that it serves instead of merely the desires of the shareholders for ever greater returns.

Consolidation should be commercially driven. Consideration of consolidation should be based on detailed business plans that point to specific cost savings for owners and consumers.

Any consideration of consolidation, whether it is a merger, sale or lease type arrangement, should be based on a solid business case that addresses the financial benefits to ratepayers and shareholders, rate harmonization, as well as challenges including the successor rights, etc. of union agreements. Any restructuring must be done to take into account local conditions and the potential to realize synergies in terms of economic, customer and strategic benefits of scope and scale. The efficiencies of any consolidation framework have to outweigh the current situation plus the costs of transformation.

Like many other businesses, effective and efficient management of utilities requires that its Board of Directors set clear objectives, use proper metrics to measure progress and provide clear accountability for those expected to meet the objectives. Utilities should drive relentlessly towards effectiveness and efficiency and focus on outcomes, not inputs. Quantitative data already exists that should guide the direction the Panel might take in seeking efficiency opportunities. All LDCs currently meet the standards for customer service and performance as set out by the OEB. Many entrepreneurial LDCs have created a competitive environment by tracking and publishing performance data on a regular basis and encourage productivity improvements.

The OEB should refine and enforce efficiency, reliability and service standards as this benefits all consumers. Outliers including Hydro One should be given clear expectations and reasonable time periods to achieve required improvements.

¹⁰ Frank Cronin and Stephen Motluk, "How Effective are M&As in Distribution? Evaluating the Government's Policy of Using Mergers and Amalgamations to Drive Efficiencies into Ontario's LDCs," *The Electricity Journal* 2007, 60-68.

The Panel could recommend that the OEB and LDCs work together to reform the current common performance standards. The OEB should refine and enforce efficiency, reliability and service standards as this benefits all consumers. Outliers should be given clear expectations and reasonable time periods to achieve required improvements. The OEB has commenced this exercise¹¹ by looking at incentive regulation, benchmarking and service quality standards in other jurisdictions and AMO is pleased that it is considering an "outcome-based approach with multi-year rate-setting". More work needs to be done in this area—the OEB should separate considerations of Operational, Maintenance and Administrative (OM&A) Costs to focus more on reducing administrative costs and new utility outputs that measure how LDCs connect renewable energy projects, incent innovative conservation initiatives and operationalize the smart grid should be developed.

The transfer tax should be eliminated in order to create benefit for municipal taxpayers and ratepayers.

The Electricity Act imposes a 33% Transfer Tax on any sale of assets owned by a municipal LDC, payable to the Ontario Electricity Financial Corporation (OEFC). The OEFC uses proceeds from this tax, along with other revenue sources, to pay off the stranded Ontario Hydro debt. Eliminating the transfer tax barrier will deliver greater options and flexibility to municipal governments. Some municipalities will choose to expand their local hydro companies and generate new revenue and shareholder benefits while others may choose to sell part or all of their LDC for own source revenue purposes.

Conservation

Until recently, Ontario has had a tradition of offering low, subsidized prices for electricity with less focus on the vast potential of conservation and demand management (CDM) programs. The broad array of our natural resources, our growing population, our climate and geography push us towards above-average energy consumption. As a result,

¹¹ Ontario Energy Board, *Staff Discussion Paper on Defining & Measuring Performance of Electricity Transmitters & Distributors* EB-2010-0379, Toronto: 2010

"Ontario's energy consumption per person is amongst the highest in the world. For example, our energy consumption per person is 50% higher than New York State's and is double that of the United Kingdom."¹²

The good news is that the Province now has laudable conservation goals in its *Long Term Energy Plan* (LTEP)—to reduce by 4,550 MW by 2015 and 7,100 MW by 2030. Moreover, Ontario invested about \$1.7 billion in conservation programs from 2006-10—which will save ratepayers \$3.8 billion in avoided costs. These targets, which the Province suggests are among the most aggressive in North America, will be met through a combination of programs and initiatives:

- Innovative energy efficiency programs for residential, commercial and industrial sectors
- Next-generation building code updates and standards for appliances and products
- Demand response programs to help reduce peak demand
- Time-Of-Use rates.

The government anticipates that the commercial sector will contribute 50 per cent of the conservation target; residential sector will contribute 30 per cent; and industrial sector 20 per cent. Over the next 20 years, Ontario's conservation targets and initiatives are projected to save about \$27 billion in ratepayer costs on the basis of a \$12 billion investment. Conservation will also do more than that by helping to ensure that Ontario's air is cleaner and the electricity sector reduces its impact on the environment.¹³

AMO is a strong supporter of energy efficiency and Conservation and Demand Management (CDM) initiatives because these programs save money, create local employment, improve system reliability and fight climate change. CDM programs are

¹² Ontario Clean Air Alliance and Ontario Clean Air Alliance Research Inc., *An Energy Efficiency Strategy for Ontario's Homes, Buildings and Industries*, Toronto: October 2011.

¹³ Ministry of Energy, *Building Our Clean Energy Future: Ontario's Long-Term Energy Plan*, Toronto: 2011.

strategic investments of public money because they commonly leverage \$2-3 for every dollar spent while making our air cleaner and reducing environmental impact. AMO has consistently supported these objectives through our policy positions and program delivery through our subsidiary, Local Authority Services Limited (LAS). We believe conservation should be the first priority in terms of not just supply options but overall energy policy design and system planning.

CDM Should be the First Priority

The energy we stop wasting is the cheapest and most readily available energy source there is. For example, the cost of saving electricity is 76-94% lower than the cost of new nuclear energy. Conservation and Demand Management (CDM) also helps avoid the construction of new, expensive and often unpopular energy supply projects and has many other system benefits. Reduced use of carbon-based fuels would make urban air more breathable. CDM has a multiplier effect in terms of system benefits as a unit of energy saved at the consumer level cascades into multiple units of energy saved at the source. CDM also creates well-paid, local jobs that cannot be outsourced.

In terms of primary delivery agents, the LTEP recognized that the *Green Energy and Green Economy Act* tasked LDCs with being the "face of conservation" by assigning conservation targets which they must meet as a condition of their licence via a combination of province-wide and local incentive programs. LDCs are well suited to deliver CDM programs because they have existing relationships with their customers, they are very knowledgeable and trusted sources of energy information and they can provide financial incentives.

The Current System is Broken

Despite its ambitious targets, the Province is proposing to spend six times more on electricity supply (\$75.4 billion) than on energy efficiency (\$12 billion) in the LTEP. Worse, in the alphabet soup that is Ontario's current energy regulatory environment, the Ontario Energy Board (OEB) has completely undermined existing efforts by utilities to meet the targets provided to them in November 2010.

The LDCs have also been beset with a constantly changing CDM policy environment. Three different regulatory frameworks with distinct risks, roles, responsibilities and rewards have been in place over the last six years and as their association has argued, "the transitions between these frameworks have not been smooth. Furthermore, the frameworks have progressively increased LDCs' regulatory requirements and responsibility for outcomes, without increasing LDCs' rewards or level of control over outcomes."¹⁴

The LDCs will currently not be able to meet their mandatory conservation targets by the target date of 2014 because the OEB has put a chill on potential Tier 2 or Board-Approved Programs (BAPs). The OEB turned down applications by both Toronto Hydro and Hydro One for BAPs. The rest of the sector is rightly concerned as putting such applications together under normal circumstances is a costly and time-consuming process—let alone when there is little-to-no chance of success. As a result, no BAPs have been approved and LDCs only now have a complete set of rules within which to develop programs even though we are roughly half way through the 2014 target period.

The OEB is deterring both gas and electricity from promoting conservation to its full potential. AMO agrees with the Environmental Commissioner of Ontario that "the recent rulings have been indifferent and even hostile towards conservation, the opposite of what the government intended when the Board's objectives were amended. In both the natural gas and electricity framework, the Ontario Energy Board has shown a focus on ratepayer costs in the short term, at the expense of the long-term system benefits of conservation, the financial savings for those who conserve and the harmful consequences for the environment."¹⁵ The Panel needs to weigh in on this short-term versus long-term need, otherwise no one will be appropriately served.

¹⁴ Electricity Distributors Association, *Innovation From The Ground Up: Locally Driven Conservation*, Toronto: 2012.

¹⁵ Environmental Commissioner of Ontario, *Restoring Balance: A Review of the First Three Years of the Green Energy Act*, Toronto: 2012.

A New Conservation Framework is Required

The Province needs to move beyond talk to true leadership by making our homes, buildings and industries the most energy efficient in the world. A new conservation framework is required.

In a comprehensive review of state conservation governance schemes, the International Energy Association (IEA) concluded that the ideal CDM and DSM framework:

- Confers sufficient authority to implement EE policies and programs;
- Builds political consensus on EE goals and strategy;
- Creates effective partnerships for policy development and implementation;
- Assigns responsibility and create accountability;
- Mobilises resources needed for EE policy implementation; and
- Establishes a means to oversee results.¹⁶

Clearly, while the Province was off to a good start in many of these areas the current system has too many agencies involved, suffers from competing objectives and has been overwhelmed by a focus on renewable energy generation—all of which threaten to undo the political consensus and effective partnerships that have been built to date. The regulatory agencies have also been too focused at maintaining 'arbitrary divisions' between electricity, natural gas and other types of energy conservation programs to the point that they are creating inefficiencies. Energy systems are just that, it is not a series of silos.

A new conservation framework should be designed to achieve the maximum cost-effective CDM and DSM, over long time periods. It should enable innovation, improvement and learning in program design and delivery. It should promote the development of local capacity to design and deliver CDM and DSM in Ontario. It requires a combination of technology development, market mechanisms and government policies that can influence the actions of all consumers. Better conservation

¹⁶ International Energy Agency, *Energy Efficiency Governance*, Paris: 2010.

policies and programs will help insulate Ontarians from volatile energy prices, reduce costs for public institutions and improve the international competitiveness of local firms.

The Province must amend the *Ontario Energy Board Act* to include having regard to the environmental and social costs associated with energy consumption as one of the Board's objectives.

The OEB should encourage more not fewer CDM and DSM programs if it plans to enable utilities to meet the targets assigned to them. The OEB also should be directed to more explicitly consider the societal and environmental costs of energy consumption to factor in the multiple system benefits of CDM and DSM.

The Minister must direct the OEB to include the environmental and social costs associated with energy consumption in its analysis of CDM and DSM programs. The Total Resource Cost (TRC) test is too limited to incorporate a true triple-bottom line approach to conservation program development and does a particularly poor job of valuing vital capacity-building initiatives.

Conservation activities should be customer-centric. Current programs are perceived as engineering-based solutions, aimed to solve electricity system peak issues. Ontario needs customer-centric programs that help all customers save energy and reduce bills. This should include capacity building, customer education, as well as traditional incentive programs.

The Province should empower LDCs and gas utilities to design and deliver CDM and DSM programs according to recognized business cases.

Allowing new and innovative programs to be designed at the local level will create more cost-effective conservation, cater to local needs and support research and development into new techniques and technologies. Groups of LDCs with similar customers could also work together to design locally relevant programs and effective programs could be expanded into other areas. AMO supports the development of a fixed price for CDM and DSM and allowing the marketplace to innovative as a response.

The Province should work with the utilities to determine a payment per kW/kWh and m³ of savings delivered through CDM and DSM, respectively and then allow utilities and other players in the marketplace to develop their own innovative programs.

There is still a need for program development and research and development by a central agency such as the OPA. OPA programs provide a helpful default for those utilities with limited capacity and have the opportunity to pursue non-conventional approaches such as human resource capacity building and novel technologies. However, the OPA must streamline its lengthy approvals process, move beyond its narrow focus on electricity demand and stop wasting time on technical benchmarks and standards development divorced from market realities.

The OPA should be allowed to continue to provide CDM programs as a default for LDCs and to pursue non-conventional approaches such as human resource capacity building and novel technologies. However, the OPA must streamline its lengthy approvals process and move beyond its narrow focus on electricity demand to more efficiently take advantage of the huge conservation opportunity available.

AMO is pleased that the OPA is now considering CDM programming that looks beyond technology-focused pilots and electricity demand reduction to the crucial goal of developing staff capacity. Like many other customer groups, the municipal sector's main challenge in accessing utility incentive programs is a lack of capacity and qualified staff to take advantage of these opportunities. We believe current CDM efforts could be enhanced by a one-window approach to programs, municipal account managers at the utility level and financial support for energy efficiency service providers to service the municipal and other key consumer sectors.

As previously discussed, current electricity pricing is also an obstacle to achieving more CDM. Rate mitigation efforts through subsidies such as the Ontario Clean Energy Benefit (OCEB) only mask the true cost of power and act as a disincentive to conservation. Electricity pricing must be made more transparent to the consumer to align the role of price in signaling consumption and conservation. Customers are confused by their energy bills, especially those municipalities which have multiple bill

formats from different utilities. Furthermore, the recent increases in the global adjustment mechanism (GAM) have often meant that customers are paying more money for less energy, at a time when the hourly price is quite low.

The Province should reform energy pricing policy to ensure bills clearly reward behaviour that yields an absolute reduction in energy demand.

The Role of the Municipal Sector

Municipal electrical consumption accounts for more than 4% of the total provincial consumption. The municipal sector is a very significant component of the broader public sector as municipalities consume well over 6.6 billion kilowatt-hours per year (or 6.6 terawatt-hours). In terms of costs, the sector spends over \$1 billion a year on energy (including over \$700 million on electricity) and energy costs are general between the third to fifth largest item in the annual budget of a municipality (where it is tracked as such). IESO/AMO Research indicates that the sector has the potential to reduce its consumption from 12% to 15% using a combination of energy efficiency measures and demand response activities. The municipal sector is doing its part to reduce energy consumption through energy efficiency projects and energy planning and will continue to do so as it grapples with multiple competing demands on its revenue.

Energy conservation plans are good public policy because they help municipalities reduce costs and environmental impacts while enhancing existing asset management initiatives. The planning requirement under the Energy Conservation and Demand Management Plans Regulation (397/11) of the *Green Energy Act* will help municipalities gain better control of their energy consumption, but the plan and its implementation requires investments.

AMO's subsidiary, LAS, is working to develop a number of support programs to assist those that lack the internal capacity to move forward with this important work. LAS delivers programs and services to 320 municipalities and 20 broader public sector entities (primarily school boards) including a number of valuable programs and products designed to help municipalities save money, energy and the natural environment through our Energy Services Division.

LAS has developed a range of conservation tools and programs since 2005:

- Energy management workshops in partnership with Natural Resources Canada. LAS has educated over 800 municipal officials and staff about energy management since 2005.
- 2007 Making the Most of Energy: A Top 10 Guide to Energy Savings booklet that was distributed to all municipalities across the Province.
- The *Audit++ Program* rolled out across the 42 sites from May 2008 to February 2009. Every municipality in Ontario was mailed a box containing 3 binders of Audit++ Program case studies at the end of the project.
- The *Municipal Energy Performance Benchmarking Project* compiled and analyzed data from 393 municipal facilities from 140 municipalities all across Ontario. Individual reports, best practices, and a summary report were provided to all participants.
- LAS *Energy Management Tool (EMT)* allows municipalities to track electricity, natural gas, and water accounts, and is available to all municipalities regardless of location, size, number of facilities, or internal resources.
- LAS *Energy Planning Tool (EPT)* enables municipalities to produce plans and reports in compliance with the Energy Conservation and Demand Management Plans Regulation (397/11) under the *Green Energy Act*.

AMO also supports the move to provide more flexibility around how municipalities can utilize Local Improvement Charges to develop programs for residential homeowners interested in home energy retrofits and renewable energy projects. Building a culture of conservation is important through a variety of means.

The Province should move forward with its proposal to amend the Local Improvement Charges (LIC) Regulation (O.Reg 586/06) under the *Municipal Act* to provide a mechanism for residents to undertake energy efficiency and/or renewable energy works.

Using LICs for energy efficiency and renewable energy projects is a no-cost initiative for the government to undertake and is a win-win for both the Province and municipalities.

It enhances municipal autonomy and is synergetic with other provincial policy objectives, including local job creation and energy conservation. The amendments to the regulation will be of benefit to municipalities that are currently interested in energy efficiency and renewable energy projects.

Conclusion

Ontario's energy system is becoming and must continue to become cleaner, more responsive and more efficient. Past periods of great risk have prompted Ontario to mobilize its wealth, skills, leadership, natural resources and entrepreneurial spirit to overcome great challenges. Time and again, we have emerged from crises better and stronger. Ontario has before it an historic opportunity to make and incent strategic investments in key infrastructure projects and new technologies to revolutionize our rather archaic and cumbersome energy system to place the province at the forefront of the new, greener economy.

AMO has set out a number of recommendations in this paper based on the belief that the efficiency of a given LDC must be balanced with its effectiveness, as well as its contributions to the overall energy system and the community that it serves. This guiding principle, our collective experience, and an examination of data available to us led to the conclusions that: (1) regulatory and governance reform would yield far greater savings than mere consolidation, (2) efficiency gains from merging municipal LDCs are dwarfed by the potential that exists within Hydro One, and (3) that any consolidation that occurs must be voluntary and driven by business principles. AMO believes that if we stick to these guiding principles we can capitalize on the synchronicity between sound energy system planning and economic health to tap the productivity of our people, invest wisely, and restore Ontario's technological leadership.



Town of
East Gwillimbury

5(1)
Fernando Lamanna, BA

Deputy Clerk
Legal and Council Support Services
905-478-4282 x1240
flamanna@eastgwillimbury.ca

June 28, 2012

Association of Municipalities of Ontario (AMO)
Attn: Monika Turner, Director of Policy
200 University Ave., Suite 801
Toronto, Ontario M5H 3C6

Dear Ms. Turner:

For your information and records, at its regular meeting held Monday, June 25, 2012, the Municipal Council of the Town of East Gwillimbury adopted the following resolution
#C2012-326:

WHEREAS the Ministry of the Environment (M.O.E) is currently establishing guidelines for municipalities to use regarding the quality of fill imported to a receiving site;

AND WHEREAS this only partially addresses Council resolution C2011-476, passed Monday, November 21, 2011;

BE IT THEREFORE RESOLVED that the Province, through the M.O.E., be requested to establish regulations and a Provincially regulated approval process to govern the quality of fill imported to a receiving site other than for the purpose of Brownfield redevelopment;

AND FURTHER, THAT the Clerk forward copies of this resolution and resolution C2011-476 to York-Simcoe MPP, Julia Munro, the Ministry of the Environment, the Association of Municipalities of Ontario and all Ontario Municipalities for their consideration and action.

Please find enclosed a letter dated December 6, 2011 addressed to AMO, which represents resolution C2011-476 originally passed by Council on November 21, 2011.

If you have any further questions feel free to contact the undersigned.

Yours truly,

Fernando Lamanna, BA
Deputy Clerk
Legal and Council Support Services

Cc: The Honourable Jim Bradley, Minister of the Environment
Julia Munro, MPP, York-Simcoe

DISCLAIMER

This material is provided under contract as a paid service by the originating organization and does not necessarily reflect the view or positions of the Association of Municipalities of Ontario (AMO), its subsidiary companies, officers, directors or agents.

"Our town, Our future"

19000 Leslie Street, Sharon, Ontario L0G 1V0 Tel: 905-478-4282 Fax: 905-478-2808
www.eastgwillimbury.ca

June 27, 2012

Association of Municipalities of Ontario
#801-200 University Avenue
Toronto, ON M5H 3C6

To All Ontario Municipalities:

The Council for the Town of Ingersoll supported the following resolution from CAW (Canadian Auto Workers) at their regular meeting on June 11, 2012:

WHEREAS the Canadian Auto Industry has seen significant job loss over the past decade. Almost 40,000 jobs have been lost since the industry's peak in 2003; and

WHEREAS over 100,000 Canadians are presently directly employed in the Canadian Auto Industry; and

WHEREAS Canada has lost two more light vehicle assembly plants during the years since the financial crisis hit: The General Motors pickup truck plant in Oshawa (closed in 2008), and the Ford car assembly plants closed in Canada since the turn of the century; and

WHEREAS in Canada we are scheduled to lose another light vehicle assembly plant within the next year; the General Motors Consolidated plant in Oshawa in June 2013 that will result in the loss of over 2,000 good jobs; and

WHEREAS in 1999 Canada's auto exports exceed our imports by \$15 billion. This positive trend has ceased beginning in 2006. Last year the automotive trade deficit reached an all-time record of \$15.6 billion; and

WHEREAS the Town of Ingersoll recognizes the importance of Canadian Auto Industry to local, provincial/territorial and national economies; and

THEREFORE, BE IT RESOLVED that the Town of Ingersoll will work to keep good jobs in our communities by:

- Adopting the "Re-thinking Canada's Auto Industry: A Policy to Escape the Race to the Bottom" which includes Taking the Good jobs Pledge; and
- Calling on the federal, provincial and territorial governments to immediately implement a National Auto Policy to support Canadian manufacturing footprint long into the future, and to convene a National Jobs Summit to develop an overall strategy for keeping good jobs in Canada; and
- Calling on Global Corporation to invest more in Canadian operations and good Canadian jobs; and
- Sending this resolution to the Ontario Municipal Association and the Federation of Canadian Municipalities and any other relevant bodies for consideration and circulation.

The Town of Ingersoll respectfully requests that all municipalities in the Province of Ontario consider supporting this resolution.

Sincerely,

ORIGINAL signed by

Marsha Paley, MCIP, RPP, CMO
Clerk/ Deputy Chief Administrative Office

5(c)

June 27, 2012

185 Centennial Avenue
Sault Ste. Marie, Ontario
P6A 5B2
705-759-2614

To Whom It May Concern

This notification is in accordance with the requirements of applying for a 'Special Occasion Permit'.

We are hosting a wedding dinner and reception for our daughter at the Root River Golf Course on the evening of Saturday, July 21, 2012. The event is being held in the clubhouse/restaurant proper as well as in a tent situated on number one tee-off adjacent to the building.

We have arranged bus transportation both to and from the Church and Root River for guests staying at local hotels. We will also be notifying the occupants of the trailer park adjacent to Root River of a possible increase in noise that evening.

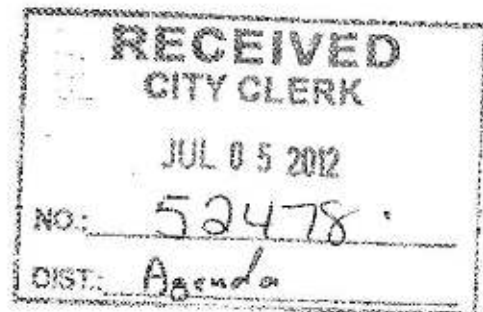
Sincerely,

R. Barbeau

Randy and Roberta Barbeau

Copies:

Sault Ste. Marie Police Services
Sault Ste. Marie Fire Services
Sault Ste. Marie Health Department
Municipal Clerk's Department
Sault Ste. Marie Building Department



City of Sault Ste Marie
PWT-WORKS
For the Five Months Ending May 31, 2012

Department	May	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2011 Actual
REVENUE						
Fees and user charges	(\$384,742.99)	(\$1,190,440.86)	(\$4,400,455.00)	(\$3,210,014.14)	72.95%	(\$4,087,385.05)
Government grants			\$0.00	\$0.00		(\$25,659.20)
Contribution from own funds			\$0.00	\$0.00		(\$29,992.37)
Other income	(242,413.11)	(2,062,427.62)	(\$4,730,625.00)	(\$2,668,197.38)	56.40%	(\$4,850,223.84)
	(627,156.10)	(3,252,868.48)	(\$9,131,080.00)	(\$5,878,211.52)	64.38%	(\$8,993,260.46)
	=====	=====	=====	=====	=====	=====
EXPENDITURES						
Salaries	974,108.71	5,023,366.28	\$13,172,650.00	\$8,149,283.72	61.87%	\$12,760,570.59
Benefits	260,152.82	1,274,034.52	\$3,742,440.00	\$2,468,405.48	65.96%	\$3,592,660.88
Travel and training	3,352.05	16,783.04	\$72,895.00	\$56,111.96	76.98%	\$18,866.63
Vehicle allowance, maintenance and repairs	435,962.72	3,005,608.05	\$7,294,625.00	\$4,289,016.95	58.80%	\$6,696,217.07
Utilities and Fuel	109,557.50	473,342.13	\$1,373,960.00	\$900,617.87	65.55%	\$1,290,773.89
Materials and supplies	186,905.52	1,332,094.84	\$3,021,880.00	\$1,689,785.16	55.92%	\$3,661,101.44
Maintenance and repairs			\$0.00	\$0.00		\$4,133.49
Taxes and licenses		1,855.08	\$84,600.00	\$82,744.92	97.81%	\$79,905.88
Financial expenses		901.41	\$2,000.00	\$1,098.59	54.93%	\$2,169.21
Purchased and contracted services	218,039.85	826,447.78	\$2,795,500.00	\$1,969,052.22	70.44%	\$3,024,738.47
Transfer to own funds			\$3,083,880.00	\$3,083,880.00	100.00%	\$2,602,614.88
Capital expense	893.76	3,823.47	\$3,000.00	(\$823.47)	(27.45%)	\$47,593.92
Less: recoverable costs	(47,786.91)	(142,695.78)	(\$322,145.00)	(\$179,449.22)	55.70%	(\$602,450.12)
	2,141,186.02	11,815,560.82	\$34,325,285.00	\$22,509,724.18	65.58%	\$33,178,896.23
	=====	=====	=====	=====	=====	=====
NET (REVENUE)/EXPENDITURE	1,514,029.92	8,562,692.34	\$25,194,205.00	\$16,631,512.66	66.01%	\$24,185,835.77

5-6-12

City of Sault Ste Marie
WINTER CONTROL-ROADS
For the Five Months Ending May 31, 2012

Department	May	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2011 Actual
REVENUE						
Fees and user charges	(\$1,778.78)	(\$31,006.58)	(\$27,955.00)	\$3,051.58	(10.92%)	(\$64,169.90)
	(1,778.78)	(31,006.58)	(\$27,955.00)	\$3,051.58	(10.92%)	(\$64,169.90)
EXPENDITURES						
Salaries	133,668.90	1,221,700.61	\$1,550,580.00	\$328,879.39	21.21%	\$1,640,927.58
Benefits	71,215.25	349,869.91	\$449,910.00	\$100,040.09	22.24%	\$437,307.18
Vehicle allowance, maintenance and repairs	85,504.55	1,481,218.24	\$2,571,560.00	\$1,090,341.76	42.40%	\$1,841,618.19
Materials and supplies	46,022.51	806,610.70	\$738,645.00	(\$67,965.70)	(9.20%)	\$888,184.80
Purchased and contracted services		7,601.58	\$15,000.00	\$7,398.42	49.32%	\$17,702.93
Less: recoverable costs	(3,163.35)	(28,957.27)	(\$40,000.00)	(\$13,042.73)	32.61%	(\$32,448.44)
	333,247.86	3,840,043.77	\$5,285,695.00	\$1,445,651.23	27.35%	\$4,793,292.24
NET (REVENUE)/EXPENDITURE	331,469.08	3,809,037.19	\$5,257,740.00	\$1,448,702.81	27.55%	\$4,729,122.34
WINTER CONTROL - SIDEWALKS	39,068.63	464,048.65	760,961.00	296,912.35	39.02%	439,258.61
TOTAL WINTER CONTROL	370,537.71	4,273,085.84	6,018,701.00	1,745,615.16	29.08%	5,168,380.95

562

City of Sault Ste Marie
TRANSIT
For the Five Months Ending May 31, 2012

Department	May	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2011 Actual
REVENUE						
Fees and user charges	(\$207,655.70)	(\$1,084,112.02)	(\$2,642,875.00)	(\$1,558,762.98)	58.98%	(\$2,402,936.64)
Government grants		304,945.00	(\$1,220,000.00)	(\$1,524,945.00)	125.00%	(\$1,228,407.00)
Other income		(1,684.53)	(\$2,000.00)	(\$315.47)	15.77%	(\$5,686.25)
	(207,655.70)	(780,851.55)	(\$3,864,875.00)	(\$3,084,023.45)	79.80%	(\$3,637,029.89)
EXPENDITURES						
Salaries	358,198.00	1,830,928.58	\$4,695,835.00	\$2,864,906.42	61.01%	\$4,477,036.11
Benefits	193,558.83	642,884.86	\$1,851,475.00	\$1,008,590.14	61.07%	\$1,519,763.44
Travel and training	847.51	8,061.12	\$27,015.00	\$18,953.88	70.16%	\$17,445.11
Vehicle allowance, maintenance and repairs	57,157.75	214,395.40	\$708,245.00	\$493,849.60	69.73%	\$608,203.07
Utilities and Fuel	120,292.81	582,080.21	\$1,404,090.00	\$822,009.79	58.54%	\$1,345,395.36
Materials and supplies	47,538.96	204,434.97	\$138,385.00	(\$68,049.97)	(49.90%)	\$22,635.48
Maintenance and repairs	16,142.60	104,392.91	\$210,330.00	\$105,937.09	50.37%	\$177,204.10
Goods for resale			\$1,200.00	\$1,200.00	100.00%	\$0.00
Taxes and licenses		90.00	\$181,115.00	\$181,025.00	99.95%	\$134,690.12
Financial expenses		1,783.61	\$0.00	(\$1,783.61)		\$3,818.43
Purchased and contracted services	7,172.64	50,300.76	\$179,770.00	\$129,469.24	72.02%	\$226,888.00
Transfer to own funds			\$304,205.00	\$304,205.00	100.00%	\$51,754.00
Capital expense	807.12	10,459.77	\$16,895.00	\$6,435.23	38.09%	\$6,821.95
	801,716.22	3,649,812.19	\$9,516,560.00	\$5,866,747.81	61.65%	\$8,591,655.17
NET (REVENUE)/EXPENDITURE	594,060.52	2,868,960.64	\$5,651,685.00	\$2,782,724.36	49.24%	\$4,954,625.28

5(2)

City of Sault Ste Marie
CEMETERY OPERATIONS
For the Five Months Ending May 31, 2012

Department	May	YTD Actual	YTD Budget	Variance	Percentage Budget-Rom	2011 Actual
REVENUE						
Fees and user charges	(\$48,155.29)	(\$412,020.46)	(\$1,046,350.00)	(\$634,329.54)	60.62%	(\$1,095,806.09)
Government grants			(\$10,600.00)	(\$10,600.00)	100.00%	(\$11,840.00)
Contribution from own funds			(\$145,645.00)	(\$145,645.00)	100.00%	(\$51,419.88)
Other income	(23,013.37)	(64,745.24)	\$0.00	\$64,745.24		(\$37,305.25)
	(71,168.66)	(476,765.70)	(\$1,202,595.00)	(\$725,829.30)	60.36%	(\$1,196,371.02)
EXPENDITURES						
Salaries	65,280.81	232,511.78	\$653,125.00	\$420,613.22	64.40%	\$624,117.54
Benefits	13,746.43	54,644.16	\$146,940.00	\$92,295.84	62.81%	\$134,015.18
Travel and training			\$2,000.00	\$2,000.00	100.00%	\$145.00
Vehicle allowance, maintenance and repairs	22,897.74	70,059.13	\$52,100.00	(\$17,959.13)	(34.47%)	\$44,427.65
Utilities and fuel	6,331.23	24,337.32	\$90,000.00	\$65,662.68	72.96%	\$84,269.69
Materials and supplies	4,618.72	18,806.31	\$86,300.00	\$67,493.69	78.21%	\$60,996.40
Financial expenses			\$2,000.00	\$2,000.00	100.00%	\$0.00
Purchased and contracted services	1,959.77	9,474.77	\$48,055.00	\$38,580.23	80.28%	\$43,418.34
Transfer to own funds			\$122,075.00	\$122,075.00	100.00%	\$204,981.22
	114,834.70	409,833.47	\$1,202,595.00	\$792,761.53	65.92%	\$1,196,371.02
NET (REVENUE)/EXPENDITURE	43,666.04	(66,932.23)	\$0.00	\$66,932.23		\$0.00

(2d)

City of Sault Ste Marie
PUBLIC WORKS & TRANSPORTATION
For the Five Months Ending May 31, 2012

Department	May	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2011 Actual
REVENUE						
Fees and user charges	(\$661,463.65)	(\$2,897,739.88)	(\$8,464,485.00)	(\$5,566,745.12)	66.77%	(\$7,963,627.51)
Government grants		304,945.00	(\$1,230,600.00)	(\$1,535,545.00)	124.78%	(\$1,265,966.20)
Contribution from own funds			(\$145,645.00)	(\$145,645.00)	100.00%	(\$83,912.05)
Other income	(265,426.48)	(2,128,857.39)	(\$4,732,625.00)	(\$2,603,767.61)	55.02%	(\$4,893,215.34)
	(926,890.13)	(4,721,652.27)	(\$14,573,355.00)	(\$9,851,702.73)	67.60%	(\$14,206,661.10)
EXPENDITURES						
Salaries	1,431,117.47	7,246,111.50	\$18,917,605.00	\$11,671,493.50	61.70%	\$18,221,277.96
Benefits	474,628.25	1,996,540.29	\$5,602,925.00	\$3,606,384.71	64.37%	\$5,300,454.66
Travel and training	4,199.56	24,844.16	\$104,910.00	\$80,065.84	76.32%	\$37,456.74
Vehicle allowance, maintenance and repairs	520,638.47	3,300,403.10	\$8,061,140.00	\$4,760,736.90	59.06%	\$7,359,088.67
Utilities and Fuel	236,614.94	1,082,036.61	\$2,882,400.00	\$1,800,363.39	62.46%	\$2,727,376.13
Materials and supplies	239,809.34	1,557,922.50	\$3,253,855.00	\$1,695,932.50	52.12%	\$3,752,544.69
Maintenance and repairs	24,725.04	159,674.99	\$355,150.00	\$195,475.01	55.04%	\$248,891.80
Goods for resale			\$1,200.00	\$1,200.00	100.00%	\$0.00
Rents and leases			\$0.00	\$0.00		\$7,200.00
Taxes and licenses		1,945.08	\$312,930.00	\$310,984.92	99.38%	\$258,547.26
Financial expenses		2,685.02	\$4,000.00	\$1,314.98	32.87%	\$5,987.64
Purchased and contracted services	248,922.18	948,500.66	\$3,213,560.00	\$2,265,059.34	70.48%	\$3,440,077.77
Transfer to own funds			\$3,510,160.00	\$3,510,160.00	100.00%	\$2,859,350.10
Capital expense	1,700.88	14,283.24	\$23,895.00	\$9,611.76	40.22%	\$55,163.55
Less: recoverable costs	(47,786.91)	(142,695.78)	(\$322,145.00)	(\$179,449.22)	55.70%	(\$602,450.12)
	3,134,569.22	16,192,251.37	\$45,921,585.00	\$29,729,333.63	64.74%	\$43,670,966.85
NET (REVENUE)/EXPENDITURE	2,207,679.09	11,470,599.10	\$31,348,230.00	\$19,877,630.90	63.41%	\$29,464,305.75

Std)

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



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

2012 07 16

Mayor Debbie Amaroso
And Members of City Council

RE: COMMUNITY INFRASTRUCTURE IMPROVEMENT FUND

PURPOSE

The purpose of this report is to provide Council with information about the recently announced Federal Government Community Infrastructure Improvement Fund announced by FedNor on July 5, 2012 (see attached). Council will also be asked to support an application from the City of Sault Ste. Marie under this fund for \$300,000, representing 50% of the costs of improvements and enhancements identified as being most desirable for the new West End Community Centre.

BACKGROUND

As Council is aware, the new West End Community Centre opened earlier this year and has been very well received by not only local sports enthusiasts, but also out of town agencies who are interested in venues which can house large indoor sporting and non-sporting events.

The first two phases, including the indoor turf area of about 40,000 square feet, as well as the Korah Branch Library have now been completed. However, based on the budget which was approved to coincide with available funding, several important features were deferred. The largest feature was the indoor floor which would allow the large open sporting area to be converted to non-sporting uses such as trade shows and conventions. The cost of this floor is estimated to be just under \$200,000.

Other items that were deferred to stay within the approved budget included:

- electrical connection to accept a portable generator, which could power up the entire facility in the event of an emergency
- air conditioning for the turf area, as well as the locker rooms and hallways
- concession fit-ups to allow full-service food & beverages
- exterior architectural fencing to protect HVAC & entrance way
- video surveillance

- protective padding on main structural beams to protect players
- interior digital signage and score clocks
- tiered bleachers
- possible exterior canopy for main entrance

The cost to do these other items (or at least most of them) is estimated to be under \$400,000, thereby keeping the total project amount to under \$600,000. The recent Federal announcement now provides City Council with the opportunity to complete many of these deferred features.

ANALYSIS

The Community Infrastructure Investment Fund announced in March 2012 as part of the Federal budget, set aside \$150 million over two years for community infrastructure investments. On July 5th the Ontario allocation, which provides \$49.6 million over the two year period, was announced for the repair and upgrade of community and recreational facilities across the Province. While FedDev Ontario will be responsible to administer the program throughout the Province, FedNor will provide support in promoting and launching the fund in Northern Ontario.

Though eligible recipients can receive contributions of up to \$1 million, recent discussions have concluded that the five major cities of the North should not expect to receive approval on applications, which are much larger than about \$2-300,000 for each City. Bundling of several smaller applications which are similar in nature is also acceptable, provided the total request does not exceed \$2-300,000 and the Federal share is no more than 50% of the total project(s) costs. Applications from First Nations and community not-for-profit organizations will also be considered by FedNor/FedDev.

Staff met to discuss possible projects which might be recommended to Council and it appears the clear preference is the completion of the West End Community Centre, including floor covering and other enhancements. These improvements will make this facility truly multi-purpose, as originally intended. The project can be completed over the next year and certainly before the March 2014 deadline set out in the program criteria.

Council will recall that we appealed the NOHFC decision on the \$750,000 loan approval (\$750,000 loan and \$750,000 grant) and were advised that a further amount of \$250,000 would be transferred from the loan portion to the grant portion. This NOHFC funding restructuring will allow us to complete the revised proposed project as set out in this report within the previously approved debt limit of \$5.85 million. Long term debt will be issued this year to complete this financing plan.

Completing the first two phases of the West End Community Centre, as originally planned would no doubt give all three levels of government, the "biggest bang for our buck." The facility would become truly unique, as there are none like it anywhere in Northern Ontario. These enhancements would assist in attracting more major events (sporting and non-sporting) to our community.

IMPACT

Approval by the Province would allow for the completion of the first two phases of

this very exciting facility in our community, making it truly multi-purpose and capable of being used throughout the whole year. Council has already approved the finance plan for the West End Community Centre and therefore, should the Federal government approve this application, the remaining 50% of the project can be covered within the existing finance plan. Therefore there is no impact on the current or future budgets, nor is there a need to increase the approved debt limit for this project.

STRATEGIC PLAN

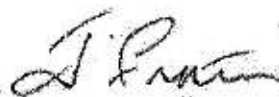
The West End Community Centre is identified in the Corporate Strategic Plan under Strategic Direction #3: Enhancing Quality of Life, Objective 3A- Recreational/ Cultural Infrastructure.

RECOMMENDATION

It is Senior Staff's recommendation that City Council authorizes and approves an application under the recently announced Federal Community Infrastructure Improvement Fund program for funding in the amount of \$300,000, representing 50% of the cost of improvements and enhancements to the West End Community Centre as described in this report.

This report is submitted for Council's approval.

Respectfully submitted,



Joseph M. Fratesi
Chief Administrative Officer

JMF:bb
Attach.



FedNor

Community Infrastructure Improvement Fund

The Government of Canada is announcing the launch of the new Community Infrastructure Improvement Fund (CIIF). Canada's Economic Action Plan 2012 committed \$150 million nationally over two years to support repairs and improvements to existing public infrastructure through this Fund.

The Federal Economic Development Agency for Southern Ontario (FedDev Ontario) will be responsible for administering the program, drawing on its expertise in the delivery of infrastructure programs. FedNor, the Federal Economic Development Initiative for Northern Ontario will provide support to FedDev Ontario through its knowledge of the region by promoting and launching the fund in Northern Ontario.

Applications are being accepted for projects in Ontario until 5:00 p.m. Eastern Daylight Time (EDT) on August 24, 2012.

Objective

To support the rehabilitation and improvement, including expansion, of **existing** community infrastructure facilities such as community centres, recreational buildings, local arenas, cultural facilities and other community facilities. CIIF will improve the quality of community facilities and provide economic benefits, including support for job creation, in communities across Canada.

Program Administration

The Federal Economic Development Agency for Southern Ontario (FedDev Ontario) will be responsible for administering the program, drawing on its expertise in the delivery of infrastructure programs. FedNor, the Federal Economic Development Initiative for Northern Ontario, will provide support to FedDev Ontario through its knowledge of the region by promoting and launching the fund in Northern Ontario. This new investment will boost economic activity and create local jobs, while ensuring our community infrastructure facilities meet the needs of our residents in the long term. This new investment will boost economic activity and create local jobs, while ensuring our community infrastructure facilities meet the needs of our residents in the long term.

- [Project Application and Funding](#)

Date Modified: 2012-07-05

5(f)

Peter A. Liepa
City Tax Collector



Finance Department
Tax & Licence Division

2012 07 16

Mayor Debbie Amaroso and
Members of City Council

RE: Property Tax Appeals

PURPOSE

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

BACKGROUND

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

ANALYSIS

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

IMPACT

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

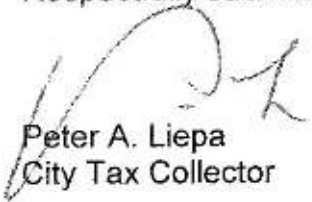
STRATEGIC PLAN

Not applicable

RECOMMENDATION

That the report of City Tax Collector dated 2012 07 16 pursuant to Section 357 of the Municipal Act be approved and that the tax records be amended accordingly.

Respectfully submitted,


Peter A. Liepa
City Tax Collector

Recommended for approval,


William Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL


The Corporation of the City of Sault Ste. Marie
P.O. Box 580 ~ 99 Foster Drive ~ Sault Ste. Marie, ON P6A 5N1
Telephone: (705) 759-5269 ~ Fax: (705) 759-1842
www.cityssm.on.ca ~ p.liepa@cityssm.on.ca

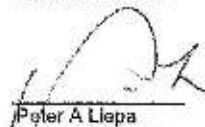
APPLICATION TO COUNCIL TO CANCEL
OR REFUND PROPERTY TAXES PURSUANT TO SECTION 357
OF THE MUNICIPAL ACT, 2001

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS
2012

DATE: 16-Jul-12
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS		TOTAL
						TAXES	INTEREST	ADJUSTMENT
030-070-018	00616 Great Northern Road	Superior Development Corp.	CT/CU	D	12-004	4,381.25		4,381.25
040-022-071	00317 Albert Street West	The St. Mary's River Bridge Company	CT/RT	D	12-005	2,422.33		2,422.33
040-030-084-02	00455 Albert Street West	The St. Mary's River Bridge Company	CT	D	12-006	4,072.75		4,072.75
TOTAL						10,876.33	0.00	10,876.33

Certified Correct:


Peter A. Liepa
Tax Collector

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

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

5(4)

5(g)

**Tim Gowans
Manager of Purchasing**



**Finance Department
Purchasing Division**

2012 07 16

Mayor Debbie Amaroso and
Members of City Council

**RE: QUOTATION FOR PARKING LOT RECONSTRUCTION - JESSIE IRVING
CHILDREN'S CENTRE**

PURPOSE

Attached hereto for your information and consideration is a summary of the quotations received for the Reconstruction of the Parking Lot at the Jessie Irving Children's Centre, as required by the Day Care Division of the Community Services Department.

BACKGROUND

Quotation documents forwarded to all firms on our bidders lists.

ANALYSIS

The quotations received have been thoroughly evaluated and reviewed with Ms. Cathy Ferguson, Manager of Daycare, and the low quoted price, meeting specifications, has been indicated on the attached summary.

IMPACT

Funding for this reconstruction was approved in the amount of \$53,750.00 in the 2012 Budget with the remainder to be drawn from Day Care accounts 100% funded by DSSAB.

STRATEGIC PLAN

This Parking Lot Reconstruction is not an activity listed in the Corporate Strategic Plan.

RECOMMENDATION

It is therefore my recommendation that the quotation for the Reconstruction of the Parking Lot at the Jessie Irving Children's Centre be awarded to Pioneer Construction Inc. at their low quoted amount meeting specifications of \$55,500.00, plus HST.

-More-

2012 07 16
Page 2

This report is submitted for Council's approval.

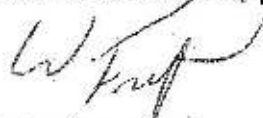
Respectfully submitted,



Tim Gowans
Manager of Purchasing

TG:tgg
Attach.

Recommended for approval,



W. Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

SUMMARY OF QUOTATIONS
PARKING LOT RECONSTRUCTION - JESSIE IRVING CENTRE

<u>Firm</u>	<u>Work Completed</u>	<u>Warranty</u>	<u>Total Tendered Price</u> <u>HST Extra</u>	<u>Remarks</u>
A.J. Positano Paving Sault Ste. Marie, ON	90 w/days	1 year Materials, Labour & Workmanship	\$72,391.00	Quotation irregular Does not Have Original Signatures
Ellwood Robinson Ltd. Sault Ste. Marie, ON	20 w/days	1 year Materials, Labour & Workmanship	\$59,980.00	Meets Specifications
Palmer Construction Group Sault Ste. Marie, On	20 w/days	1 year Materials, Labour & Workmanship	\$62,785.00	Meets Specifications
Pioneer Construction Inc. Sault Ste. Marie, On	45 w/days	1 year Materials, Labour & Workmanship	\$55,500.00	Meets Specifications
Rainone Construction (2007) Ltd. Sault Ste. Marie, ON	14 w/days	1 year Materials, Labour & Workmanship	\$74,498.00	Does not meet Specifications Specification Sheet Not Included
Ray's Contracting Sault Ste. Marie, ON	30 w/days	6 months Materials, Labour & Workmanship	\$64,164.87	Meets Specifications

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

The actual cost to the City will be \$56,476.80 including the non-refundable portion of the H.S.T.

It is my recommendation that the low tendered price, meeting specifications, submitted by Pioneer Construction Inc. be accepted.

Tim Gowans
Manager of Purchasing

579

5(h)

Tim Gowans
Manager of Purchasing



Finance Department
Purchasing Division

2012 07 16

Mayor Debbie Amaroso and
Members of City Council

RE: TENDER FOR THREE (3) FREESTANDING MODULAR COLUMBARIUM UNITS

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply & delivery of Three (3) Freestanding Modular Columbarium Units required by the Cemeteries Division of the City's Public Works and Transportation Department for Holy Sepulchre Cemetery.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders lists. A public opening of the tenders was held July 5, 2012 with Councillor Steve Butland representing City Council.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with Mr. John King, Manager of Cemeteries - PWT, and the low tendered price, meeting specifications, has been indicated on the attached summary.

IMPACT

Funding for Supply & Installation is provided within the Cemetery Reserve Account - \$900,000 has been allocated in 2012 for Mausoleum and Columbarium Additions.

STRATEGIC PLAN

This Columbarium Installation is not an activity listed in the Corporate Strategic Plan.

RECOMMENDATION

It is therefore my recommendation that the tender for the supply and delivery of Three (3) Freestanding Modular Columbarium Units be awarded to Colonial Granite Inc. at their low tendered amount meeting specifications of \$152,480.00, plus H.S.T. This price does not include site preparation work that is to be done by our own City forces.

-More-

2012 07 16

Page 2

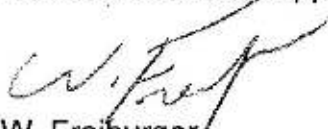
This report is submitted for Council's approval.

Respectfully submitted,



Tim Gowans
Manager of Purchasing

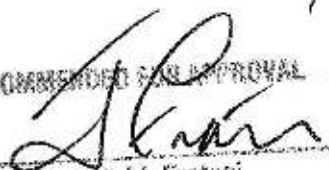
Recommended for approval,



W. Freiburger
Commissioner of Finance & Treasurer

TG:tgg
Attach.

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET: \$900,000.00 (total allocation for 2012)

Received July 5, 2012
File #2012CI02T

SUMMARY OF TENDERS
FREESTANDING MODULAR COLUMBARIUMS - HOLY SEPULCHRE

<u>Firm</u>	<u>Option</u>	<u>Bid Price</u> <u>(H.S.T. extra)</u>	<u>Projected</u> <u>Completion Date</u>	<u>Remarks</u>
Colonial Granite Inc. Mountain, ON		\$152,480.00	90 w/days	Meets Specifications
Lock City Monuments Sault Ste. Marie, ON		\$166,670.00	100 w/days	Does Not Meet Specifications Design not as requested. All required drawings not submitted.
Sunset Memorial & Stone Ltd. Calgary, AB	Pkg. 1	\$169,782.00	90 w/days	Does Not Meet Specifications Circular Columbarium not designed as specified. Less than the requested number of niches. Height exceeds specifications.
	Pkg. 2	\$143,008.00	90 w/days	Does Not Meet Specifications Construction material does not meet specifications. Height exceeds specifications.

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

The actual cost to the City will be \$155,163.65 including the non-refundable portion of the H.S.T.

It is my recommendation that the tendered price, meeting specifications, submitted by Colonial Granite Inc., be accepted.

Tim Gowans
Manager of Purchasing

5(h)

5(i)

Tim Gowans
Manager of Purchasing



Finance Department
Purchasing Division

2012 07 16

Mayor Debbie Amaroso and
Members of City Council

RE: TENDER FOR LEASE/PURCHASE OF ONE (1) MOTOR GRADER
C/W SNOW WING & FRONT BLADE

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply & delivery of One (1) Motor Grader c/w Snow Wing & Front Blade on a five (5) year lease, or purchase basis, as required by the Public Works & Transportation Department.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders lists. A public opening of the tenders was held June 26, 2012 with Councillor Susan Myers representing City Council.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with Mr. Mike Blanchard, Manager of Equipment & Building Maintenance, for conformity to specifications. Finance reviewed leasing and purchasing to determine the best value for the City. The low tendered price, meeting specifications and reflecting the best value, has been indicated on the attached summary.

IMPACT

Funding for this equipment replacement is included in the Annual Winter Control Budget.

STRATEGIC PLAN

This equipment replacement is not an activity listed in the Corporate Strategic Plan.

RECOMMENDATION

It is therefore my recommendation that the tender for the supply and delivery of One (1) Motor Grader c/w Snow Wing & Front Blade be awarded to the Strongco Limited Partnership for Option 2, on a five (5) year lease basis with 6 payments annually of \$6,185.83 each, plus HST.

-More-

2012 07 16
Page 2

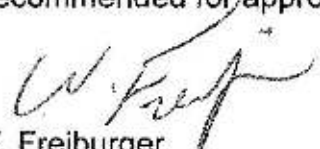
This report is submitted for Council's approval.

Respectfully submitted,


Tim Gowans
Manager of Purchasing

TG:nt
Attach.

Recommended for approval,


W. Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL


Joseph M. Prataci
Chief Administrative Officer

FINANCE DEPARTMENT
PURCHASING DIVISION

Budget Amount: \$45,000.00 Annually for Lease (6 Payments Annually)

Received: June 26, 2012
File: 2012WA08T

SUMMARY OF TENDERS
LEASE-PURCHASE OF ONE (1) MOTOR GRADER C/W SNOW WING & FRONT BLADE

<u>Firm</u>	<u>Opt</u>	<u>Make & Model</u>	<u>Five Year Lease Rate</u> <u>(including Extended Warranty &</u> <u>Service, H.S.T. extra)</u> <u>6 payments annually</u>	<u>Purchase Price</u> <u>(inc. Ext. Warranty, Service</u> <u>Agreement, H.S.T. extra)</u>	<u>Remarks</u>
Equipment Sales & Service Limited Lively, ON		2012 Komatsu GD655-5			Tender Irregular - Not Signed
Nortrax Canada Inc. Lively, ON		2012 John Deere 770G	\$9,306.20	\$321,802.00	Meets Specifications with minor variances Extra hours billed at \$76.50/hour plus H.S.T.-Lease
Strongco Limited Partnership Mississauga, ON	1	2011 Volvo G960 (460 hrs)	\$6,129.63	\$262,000.00	Does not meet requirements - cannot verify condition Does not meet current emission standards - not Tier IV Extra hours billed at \$21.00/hour plus H.S.T.-Lease
	2	2012 Volvo G960	\$6,185.53	\$292,000.00	Meets Specifications Extra hours billed at \$21.00/hour plus H.S.T.-Lease
Toromont Cat Sault Ste. Marie, ON		2012 Caterpillar 140 M2 (6 hrs)	No Bid	\$303,580.00	Meets Specifications with minor variances
Tracks & Wheels Equipment Sault Ste. Marie, ON		2012 Case 885B T3	\$10,162.05	\$313,563.00	Does not meet specifications Torque less than specified Transmission does not have enhanced shift options Cab does not have sliding windows Not equipped with clearance lights Wing operation not as specified Extra hours billed at \$40.00/hour plus taxes

Note: Finance reviewed the pricing on the Tenders received to determine the best value for the City from the Tenders meeting specifications.

Leasing was determined to provide the best value.

The low tendered lease rate, meeting specifications, is boxed above.

It is my recommendation that the Lease Option for Option 2 (underlined and bolded) as submitted by the Strongco Limited Partnership be accepted.

Tim Gowans
Manager of Purchasing

5(1)

John R. Luszka, Commissioner
Peter Niro, Manager
Roy Dewar, Health & Safety
Manager
Beth Madonna, Return to Work
Coordinator



561
Human Resources

2012 07 16

Mayor Debbie Amaroso and
Members of City Council

**RE: SUBJECT OF REPORT - MEMORANDUM OF SETTLEMENT 2012 – 2015
CUPE LOCAL 67 DAYCARE GROUP**

PURPOSE

To obtain City Council ratification of the Memorandum of Settlement for a three (3) year renewal Collective Agreement with CUPE Local 67 Daycare Group.

BACKGROUND

The City's bargaining team met on three occasions during the month of June 2012 to bargain a new Daycare Collective Agreement.

ANALYSIS

The highlights of the settlement are as follows:

- Wage increases of 2%, effective, June 1, 2012 and a further 2% per year for 2013 and 2014.
- Benefit enhancements within Council directed mandate.
- Increased flexibility in short-term leave replacement procedures.
- Enhanced language on statutory holiday pay.

The aforementioned changes provide consistency with other CUPE Agreements with the City and allow for greater operational flexibility and potential cost savings regarding statutory holiday pay.

-More-

5(j)

Report to Council – **MEMORANDUM OF SETTLEMENT 2012 – 2015**
CUPE LOCAL 67 DAYCARE GROUP

2012 07 16

Page 2.

IMPACT

Salary and Benefit Adjustments are as per Council Directed Mandate for the life of the Collective Bargaining Agreement.

STRATEGIC PLAN

This provides for continued stability and labour peace to assist with facilitating the activities identified in the Strategic Plan.

RECOMMENDATION

The City's Bargaining Committee unanimously recommends ratifications of this Memorandum by City Council.

Respectfully submitted,



Peter Niro
Manager of Human Resources

Recommended for approval,



John Luszka
Commissioner of Human Resources

Attachment

RECOMMENDED FOR APPROVAL



Joseph M. Fratini
Chief Administrative Officer

5(j)

MEMORANDUM OF SETTLEMENT

THE CORPORATION OF THE CITY SAULT STE. MARIE
(Hereinafter referred to as "the Employer")

AND

CUPE LOCAL 67 Day Care GROUP
(Hereinafter referred to as "the Union")

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 June 1, 2012 to May 31, 2015.
4. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on May 31, 2012 provided, however, that the amendments contained in Appendix A (attached) be incorporated.

Appendix A

SIGNED THIS 27 DAY OF JUNE, 2012.

FOR THE UNION

Maria Piro
Don McBride
A. Bourck
Bl. S. Lue

FOR THE EMPLOYER

W. Apolte
[Signature]
[Signature]

Appendix "A"

Article 3 Union Security

3:03

The City agrees to deduct from the earnings of each employee the regular Union dues and to transmit by cheque regularly each month to the Financial Secretary of the Union the full amount of dues so collected, accompanied by a list that includes the names, home addresses and home phone numbers of all employees from whose wages the deductions have been made.

8:00 GRIEVANCE PROCEDURE

8:01 Grievances shall be dealt with in the following manner provided such grievances are filed in writing within fifteen working days of the occurrence of the incident which gave rise to the matter in dispute. Requests for grievance hearings and replies following such hearings shall be in writing at all steps. Grievances shall specify the clause or clauses in the Agreement which it is believed the City has violated and shall include a statement of facts outlining in what manner the City's interpretation of a clause is disputed. A copy of the grievance will be submitted at each step of the grievance procedure. The City will arrange a hearing at the first step within fifteen (15) working days of receipt of the grievance.

Responses to all steps of the grievance procedure will be copied to the Union Grievance Committee Chair.

Complaint Stage

The Employee shall first notify and discuss with the Manager their concern. It is understood that any resolution at this step is without precedent or prejudice. Failing resolution of the matter within (3) working days of the verbal response from the Manager, the employee may submit a written grievance to be processed as follows:

- STEP I The employee assisted by a steward or an officer of the Union shall discuss the case with the Department Head. The Department Head shall render a decision within five working days of the hearing.
- STEP II If the Union considers that a satisfactory settlement was not reached in Step I it may within 5 working days of receipt of the Step I reply request a hearing by the Commissioner of Human Resources or representative. The Commissioner of Human Resources or representative shall render a decision within 5 working days of the hearing.
- STEP III If the Union considers that a satisfactory settlement was not reached in Step II, it may within 5 working days of receipt of the Step II reply, request a hearing by the Chief Administrative Officer, or representative. The Chief Administrative Officer, or representative, shall render a decision within 5 working days of the hearing.
- 8:02 Where the dispute involves a question of general application or interpretation of the terms of the Agreement, either the Union or the City may file a grievance at Step II of the Grievance Procedure.

8:03 The time limits set out in the Grievance procedure shall be strictly observed by the parties to this Agreement but may be extended by mutual consent.

9:00 ARBITRATION

9:01 If the Union considers a satisfactory settlement was not reached in Step III of the Grievance Procedure, it may within ten (10) working days of the receipt of the Step III reply, invoke the Arbitration provisions of the Agreement by providing written notice to the City of its referral of the grievance to Arbitration. Furthermore, within twenty (20) working days following such notice, the Union shall propose a sole arbitrator or Nominee to a Board of Arbitration to hear the grievance. The parties agree to cooperate to establish a mutually satisfactory date as soon as practicable for the hearing of the grievance before a sole arbitrator/Arbitration Board.

A sole arbitrator/Arbitration Board shall not alter, modify or amend any part of this Agreement or make any decision inconsistent with its provisions.

The time limits set out in this Arbitration procedure shall be strictly observed by the parties to this Agreement but may be extended by mutual consent.

Article 11:05

It is understood and agreed that in all cases of promotion to a higher job class, decreases in forces and recall after layoffs the following factors shall be considered:

- (1) Qualifications to perform the work
- (2) Seniority

Where qualifications to perform the work is considered to be equal, seniority shall be the determining factor.

Article 11:06 – To appear in Memorandum of Settlement Only

Temporary Vacancies are such vacancies where it is an addition to compliment. It is not for the purposes of replacing an absent permanent full time staff member. Such vacancies will be "filled" by the procedure outlined in Article 12:00 Vacancies.

Article 12:04

Change six month trial changed to 3 three month trial period

Article 13:01 Transfer to Supervisory Positions

Transfer to Supervisory Position: The selection or appointment of employees for Supervisory positions or for any position not subject to this Agreement, is not governed by this Agreement, but if any employee appointed to a permanent position outside the scope of the bargaining unit, such employee shall retain their bargaining unit seniority for a period of six (6) months following such appointment. If the employee remains in the position outside the scope of the bargaining unit beyond the above noted six (6) month period, all bargaining unit seniority shall be forfeit and their name shall be removed from the Union Seniority List.

5(j)

Article 14.00 Leave of Absence

Union and City Proposal Agreed

Add New – P.A.U.L. – Agreed as a Letter of Understanding

LETTER #6

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E.

PAID APPROVED UNION LEAVE

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

This Letter of Understanding will provide for a trial period for this process until December 31st, 2013 at which time such agreement shall be null and void unless renewed by mutual agreement of the parties.

The Union has confirmed that it will 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 parties agree to meet during the term of the collective agreement prior to December 31, 2013 to discuss how the agreement is progressing and address any problems or concerns that may have arisen.

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, and LTD. Also, the City will invoice for the applicable vacation entitlement percentage (2% per week of vacation entitlement) for the period of absence plus a Sick Leave reimbursement amount of 1.5 day's pay for each twenty (20) working days absence.

Letter #6 (continued)

In addition to the previously noted amounts, the City shall bill the Union on each invoice the amount of one-half (1/2) hour 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. The Union has confirmed that invoices for all CUPE Locals will be sent to the one (1) identified address.

The address is: CUPE, Sault Ste. Marie Area Office, 421 Bay Street, Suite 606, Sault Ste. Marie, Ontario, P6A 1X3.

Requests for Leave for Union Business approved by a representative of the Union 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.

The commencement date of this process shall be on the first of a month as soon as practicable following ratification of the Memorandum of Settlement by the parties.

Signed this day of _____ 2012.

For the Union

For the City

Article 15:09 – To Appear in Memorandum of Settlement Only:

The parties agree to meet through Labour/Management Committee to discuss staffing concerns as they relate to the duties at the start of the day - **Maycourt Children's Centre**

16:02 Vacations With Pay (Full Time Employees)
 Change to:

- (i) All employees who have completed one (1) calendar year of service and are in their second (2nd) year of service shall receive two (2) weeks plus one (1) day of annual vacation at their regular rate of pay.

- (ii) All employees who are in their third (3rd) year of service shall receive two (2) weeks plus two (2) days of annual vacation at their regular rate of pay.
- (iii) All employees who are in their fourth (4th) year of service shall receive two (2) weeks plus three (3) days of annual vacation at their regular rate of pay.

Note In Memorandum of Settlement Only:

For example, after one (1) full calendar year of service, the employee is entitled to eleven (11) days of vacation, after two (2) full calendar years of service, the employee is entitled to twelve (12) days of vacation and so on.

Article 17:01 (1) – Change to the following after the word “unless” :

- (1) the employee is required to work on a paid holiday and does not work or leaves before the end of their shift without permission from the supervisor, or;
- (2) the employee does not work their last scheduled shift prior to or their first scheduled shift after the paid holiday unless they were off work due to illness or with permission, or;
- (3) subject to the provisions of the Employment Standards Act, the employee is on layoff on a paid holiday or;
- (4) subject to the provisions of the Employment Standards Act, the employee is on leave of absence on a paid holiday.

18:00 WELFARE PLAN

18:01 It is agreed that the employees covered by this agreement will be provided with Green Shield benefits as listed:

- Semi-Private,
- Extended Health Care
 - Effective 1st of the month following ratification of the Memorandum of Settlement increase vision Care amount to \$325.00/ 24 month and effective February 1, 2014, increase to \$350/24 month. (Note – this amount can be used for laser eye surgery.)
 - One (1) eye examination by a licensed ophthalmologist or optometrist every twenty-four (24) consecutive months.
 - Orthotics & orthopedic shoes maximum of one (1) pair \$400 per calendar year.
 - Pharmacy dispensing fees capped at \$10.00 and increase to \$11.00 effective February 1, 2013. No O.T.C. drug coverage with the exception of those deemed by the insurer to be “life sustaining”.

Paramedical Benefit:

Maximum of \$1,000 (effective 1st of the month following ratification of the Memorandum of Settlement) per calendar year for any combination of the following services:

Physiotherapist, Clinical Psychologist or Marriage & Family Therapist, Massage Therapist, Speech Pathologist, Chiropractor, Osteopath, Podiatrist, Chiropodist, Naturopath, and Nutritional Counselling by Professional Dietician.

- Out of Province Travel Plan
- Dental Plan #9, with Rider #3, (Orthodontic, two thousand five hundred (\$2,500 limit), at current ODA rates minus one year.
- Overage Dependent Coverage is applied to the Green Shield Extended Health Care and the Dental Plan, 100% of the cost to be paid for by the City. It is agreed that the full U.I.C. rebate on premiums shall be retained by the City.

Coverage for new employees shall be effective as follows:

- (a) Extended Health Care - 1st day of the month following date employed.
- (b) Dental - 1st day of the month following completion of three (3) months service.

- **12 Month Pregnancy/Parental Replacement Temporary Employees
– Limited Benefit Coverage**

Prescription Drug Benefit Plan at 90%/10% Co-Insurance
(Plan subject to elimination of OTC's and \$8 Dispensing Fee Cap and effective February 1, 2014 increase to \$10.)

Vision Care - \$125 (effective 1st of the month following ratification) per 24 months

- **Active Employees Over Age 65**

Effective the 1st of the month following ratification of the Memorandum of Settlement by the parties, provide the following benefits to employees who continue to be actively employed beyond age 65:

- Limited Extended Health Care to retirement or age 70 max. No dependent coverage with the exception of spouse.
 1. Drug plan capped at \$1100 per annum and increase to \$1200 per annum effective February 1, 2014. Remains 90%/10% co-insurance; effective 1st of the month following ratification of the Memorandum of Settlement \$10 dispensing fee cap; no OTC. Dependent Spouse under age 65 not subject to \$1000 per annum cap.
 2. Effective 1st of the month following ratification of the Memorandum of Settlement paramedical capped \$750 per annum.
 3. Effective 1st of the month following ratification of the Memorandum of Settlement Vision Care - \$250/24months. No eye examination coverage.
 4. No coverage of medical items.
- Life: Reduce to \$10,000 fixed to retirement or age 70 max.

Benefits implemented effective the first of the month following the date the employee attains age 65.

- 18:02 The City and the Union agree that a group life insurance plan providing benefits of one and one-half times basic salary shall be in effect. This plan to cover full time employees only with a three month waiting period for new employees. The cost of this plan to be paid 100% by the City.
- 18:03 The above coverage shall carry double indemnity in case of accidental death or dismemberment.
- 18:04 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.
- 18:05 All Full-Time Employees covered by this Agreement shall be provided with a Long Term Disability Plan, 100% of the cost to be paid by the City.
The parties agree that eligibility for L.T.D. benefits set out in Article 18:05 will cease when:
- (a) An active employee becomes eligible for an O.M.E.R.S. unreduced early retirement pension; or
 - (b) The gross monthly income payable to the employee from O.M.E.R.S., Canadian Government Annuities, Canada Pension Plan and Workers' Compensation are equal to or greater than the total monthly income payable to the employee from the Long Term Disability Benefit and the Canada Pension Plan Benefit.
- 18:06 Coverage for Group Life Insurance and Long Term Disability shall normally be adjusted effective on the first day of February following, but adjustments arising from the terms of a new or revised agreement shall be made effective as soon as possible after the signing of the terms of settlement.
Coverage shall be in accordance with the terms and conditions of:
Great West Life Assurance Co. Policy 320925 (Life Insurance)
Great West Life Assurance Co. Policy 320925 (L.T.D.)
- 18:07 The City agrees to cover the payment of premiums for O.H.I.P. and Green Shield Extended Health Care on the same level as at the time of retirement, from retirement to age 65 or until assistance is available from another source if it is before age 65, whichever occurs first. Any retired employee engaged in full time employment shall be excluded from this benefit.
- 18:08 An employee who is absent from work without pay for 30 days or more shall be responsible for the payment of the total cost of premiums for the benefits outlined in Article 18:01, 18:02 and 18:05.
- 18:09 Every employee shall be fully responsible for keeping the City informed of changes in their marital status or number of dependents. The Corporation shall have the right to recover by payroll deduction any amounts of premiums paid in excess of such proper premiums as a result of not being properly informed by an employee of their status for the purpose of insurance and medical coverage.
- 18:10 The City shall have the right to determine the carrier of such benefits. All refunds, reduction or premiums, dividends, etc., shall become and remain the sole property of the City. Benefits under any such plan or plans shall not be reduced by the City without the consent of the Union. The Union shall be advised within twenty-five (25) days of change in carrier.

Article 19:11 New -

The City shall effective the first of the month following ratification of the Memorandum of Settlement by the parties, pay up to forty dollars (\$40) for the completion of a City medical form when requested by the City. The employee shall be required to submit to their supervisor a receipt of payment in order to qualify for reimbursement.

Effective May 1st, 2014, increase reimbursement of a City requested medical form to forty-five (\$45).

Article 22:00 Car Allowance

22:03 When the said voucher is approved, the City will pay to the employee a car allowance of fifty one (\$.51) cents (effective 1st of the month following ratification of the Memorandum of Settlement) for each kilometer traveled on City business, increased to fifty two (\$.52) cents effective May 1, 2013 and increased to fifty three (\$.53) effective May 1, 2014.. The City agrees that where possible payment for mileage will be made by the 12th of the month.

Monetary

Article 23:00 Wages

• **Increase Standard Wage Scale as follows:**

Effective June 1, 2012	<u>+ 2 %</u>
Effective June 1, 2013	<u>+ 2%</u>
Effective June 1, 2014	<u>+ 2%</u>

Retroactivity to active employees to June 1st, 2012

Article 25:00 Termination Clause

This agreement shall be effective from **June 1, 2012** and shall remain in effect until **May 31st, 2015** and unless either party gives to the other party a written notice of termination or of a desire to amend this agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.

Letters

Letters of Understanding:

Renew Letters of Understanding except for the following changes:

Letter #3 - Christmas Shutdown

Notice change in practice. Shutdown will be in effect starting Christmas 2013.

Letter# 4 - Leave Replacement

LETTER OF UNDERSTANDING

THE CITY OF SAULT STE. MARIE

&

C.U.P.E. LOCAL 67 DAY CARE GROUP

LEAVE REPLACEMENT AND SUPPLY STAFF: CALL OUT PROCEDURES

- a) Long Term Leaves are defined as Maternity Leaves, Best Start 10 month Leaves and any absence known in advance to be greater than (30) working days.
- b) Long Term Leaves will be offered on a seniority basis to Supply employees who have successfully completed their probationary period.
- c) Leave of thirty (30) working days or less will be considered as Short Term Leaves.
- d) Short Term Leaves will be offered on a rotational basis to Supply employees. However Short Term Leaves that are extended beyond a cumulative duration of (60) working days will at that point in time be filled accordingly by the next available Supply Staff .
- e) Supply employees accepting a Long Term Leave shall not become established pursuant to article 11:06. I.E. Supply employees who accept a Long Term Leave or consecutive Long Term Leaves of greater than twelve (12) calendar months in duration shall not become established and shall not be entitled to benefits under this collective agreement.
- f) A call of less than two (2) hours will be not counted as a shift; the employee will receive the next available shift.
- g) An employee who accepts a Long Term Leave must complete such leave.
- h) An employee has the right to refuse a Long Term Leave and will not be penalized. The employee will be offered the next Long Term leave.

5(K)

Commissioner
Kim Streich-Poser MSW, R.S.W.



Division Heads:
Finance – David Petersson
Ontario Works – Patti LeBel
Housing Operations – Jeff Barban
Housing Programs – Rick Cobean
Community Child Care – Carla Fairbrother

Social Services Department
540 Albert Street East
Sault Ste. Marie, Ontario
P6A 7A7

Ontario Works 759-5266
Fax 759-1796
Housing Operations 946-2077
Fax 946-5628
Housing Programs 541-7326
Fax 759-5212
Community Child Care 541-7321
Fax 541-7320

2012 08 13

Mayor Debbie Amaroso and
Members of City Council

RE: Civic Centre Accessible Doors

PURPOSE

We request that Council allow the use of reserve funds from the Corporate Barrier Removal Budget towards accessible improvements to the Civic Centre Front Doors and West Entrance door.

BACKGROUND

Accessibility plans dating as far back as 2006 have identified that the Civic Centre entrance doors are not accessible to the majority of the public.

ANALYSIS

While we had not specifically allocated funds to address the entrances at this time, we have an opportunity to share costs with the Building Division to make the improvements now. Many persons use the front entrance and accessible doors will certainly demonstrate the City's responsibility to accessibility. The west entrance doors need replacement and this is the only entrance for persons using mobility equipment to access the Civic Centre.

IMPACT

The total cost for this work is an estimated \$ 45,500.00 plus HST, with an accessibility reserve contribution of \$ 28,000.00 and Building Services covering the balance of costs.

The C.A.O. has indicated his support of this activity providing funds are available.

STRATEGIC PLAN

This item is not identified in the Strategic Plan.

RECOMMENDATION

That the report of 2012 08 13 concerning Civic Centre accessible doors improvements be received and the recommendation that \$ 28,000.00 from the Corporate Barrier Removal Budget reserves be allocated to Building Services to initiate the installation of accessible doors.

2012 08 13

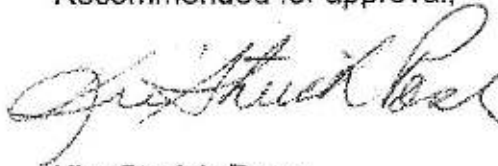
Page 2

Respectfully submitted,



Lynn Rosso
Accessibility and Special Projects Manager

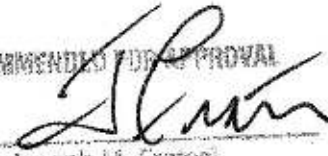
Recommended for approval,



Kim Streich-Poser
Commissioner

Cc Wayne King, Chair, Accessibility Advisory Committee
Roger Caron, Building Services

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

5(1)

Commissioner
Kim Streich-Poser MSW, R.S.W.



Ontario Works 759-5266
Fax 759-1796
Housing Operations 946-2077
Fax 946-5628
Housing Programs 541-7326
Fax 759-5212
Community Child Care 541-7321
Fax 541-7320

Division Heads:
Finance – David Petersson
Ontario Works – Patti LeBel
Housing Operations – Jeff Barban
Housing Programs – Rick Cobean
Community Child Care – Carla Fairbrother

Social Services Department
540 Albert Street East
Sault Ste. Marie, Ontario
P6A 7A7

2012 07 16

Mayor Debbie Amaroso and
Members of City Council

RE: Changes to the Ontario Works Benefits Resulting from 2012/13 Provincial Budget

PURPOSE

The purpose of this report is to advise Council of changes being made to the Ontario Works budget effective July 1, 2012 and Dec. 31, 2012. Please see the letter dated June 3, 2012 from Jeff Butler, Acting Director of Ontario Works Branch, Ministry of Community and Social Services. (Appendix 1)

BACKGROUND

The passing of the provincial budget late last month will have the following significant impact on the Ontario Works program. As of July 1, 2012, our discretionary health and non-health benefits will be reduced to \$10.00 per person based on Ontario Works (OW) / Ontario Disability Support Program (ODSP) caseload size. Currently these two programs are funded at \$17.50 per person. This will result in a reduction of approximately 40% of the funding spent in the last fiscal year. In 2012, Ontario Works spent \$985,752 in these two benefit areas. Based on our calculations from information received from the Ministry of Community and Social Services, the annual allocation effective July 1, 2012 will be approximately \$671,280.00. For the remainder of 2012 this would be \$315,640.

To date, during the first six months of this year, we have spent \$434,845. Discretionary health and non-health benefits include; dental services, rental and PUC arrears, health care items such as eye glasses, hearing-aides, prosthesis, and baby items. In speaking with the Ministry of Community and Social Services, they are unable to provide direction or specifics on how DSSABs and CMSMS are to manage this significant reduction.

Additionally as of December 31, 2013, the Community Start Up and Maintenance fund (CSUM) will cease to exist. In 2011, Ontario Works spent \$686,000 for CSUM. Items included first and last month's rent, assistance with furniture, post incarceration and post abuse assistance. It is the province's intent to take 50% of their portion of the

funding of this budget line (83/17) from the Ministry of Community and Social Services and transfer it to the Ministry of Municipal Affairs and Housing (MMAH) for the purposes of the consolidated homelessness funding, which will be announced in June/July 2012. The MMAH will determine how these funds will be distributed across the province. We have not been advised of the funding formula or the implications for Sault Ste. Marie DSSAB.

ANALYSIS

Historically we have utilized community start up to assist various families with community start-up funds, from individuals requiring assistance with post-incarceration, and victims of violence who require furniture and other items in order to set up households. Homeless persons will find it more difficult to access stable, secure rental housing. Recently released provincial and federal offenders will have a more difficult time establishing residency in stable, rental housing as well. New parents looking to move into accommodations to address growing family needs will need to stay in potentially overcrowded, inappropriate housing units. Community Start-Up Funds were limited to \$799.00 per benefit unit every 24 months. In 2011, we spent \$686,000 in this category.

Essentially, with this reduction, there will not be enough to meet the current need of OW/ODSP as it is expected that new parameters will expand its use to the mainstream low income earners as well. This will result in more demand with less funding availability.

In terms of discretionary health and non-health funding, we are required to use these funds for both OW and ODSP clientele. Expenditures in this category include: dental services, eyeglasses and prosthetics, funerals, drugs not covered under the OW/ODSP provincial drug plan, chiropractic, physiotherapy, massage, as well as any future MOHLTC delisted services or drugs. Other discretionary health expenditures which may fall under this category include helping with rent arrears and PUC arrears when clients are in danger of losing their accommodations as well as other health/safety issues as they arise. Discretionary funds have been used when a client did not have any funding available to them in Community Start Up.

IMPACT

These areas constitute the majority of the expenditures in both of these budget lines. There will need to be significantly more stringent parameters put onto this fund. We have reduced our discretionary budget by 40% overall, and have eliminated non-essential services. Please refer to appendix 2 for specifics. Given the reduction in discretionary funding, we have re-negotiated our dental contract with Algoma Public Health both in terms of cost and items which will be covered. This has resulted in a reduction in dental fees from 80% to 55% of the ODA fee schedule for dental services for our participants.

This change has forced a 40% reduction in the discretionary benefit allotment to the most vulnerable in the community with an additional result of this amount not being

5(1)

available to vendors for these services within our community. Additionally it is anticipated this will create additional pressure on our health system as preventative health care will be negligible for this population.

In January of 2013, we will have no ability to assist eligible participants with rent or PUC arrears resulting in further vulnerability for homelessness. This change will significantly impact all OW offices in being able to address needs of the OW and ODSP caseload. There will be greater pressure on the voluntary and non-profit sector to provide assistance as well as the DSSMSSAB to offset the reduction in funding for these programs.

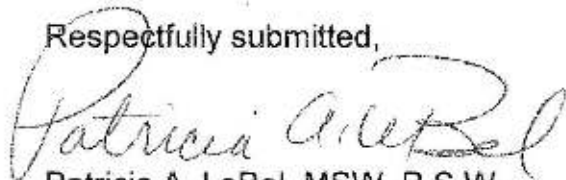
STRATEGIC PLAN

Does not apply

RECOMMENDATION

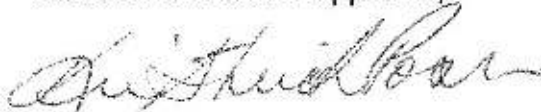
"That the report of the Ontario Works Program Manager concerning Discretionary Health and Non Health provincial funding and the elimination of Community Startup Benefit be received as information."

Respectfully submitted,



Patricia A. LeBel, MSW, R.S.W.
Ontario Works Program Manager

Recommended for approval,



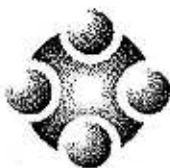
Kim Streich-Poser, MSW, R.S.W.
Commissioner, Social Services

attachment(s)

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(1)



District of Sault Ste. Marie
Social Services Administration Board

- Ontario Works
- Child Care
- Social Housing
- Land Ambulance

180 Brock St., Level 2 Sault Ste. Marie, ON P6A 3B7 TEL: 705-541-7300 FAX: 705-759-5452

Thursday, July 12, 2012

Mr. Joseph M. Fratesi
Chief Administrative Officer (CAO)
City of Sault Ste. Marie

Re: District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB)
Resolution Regarding Reduced Ontario Works Discretionary Benefits

Dear Mr. Fratesi,

Please find attached a copy of DSSMSSAB Resolution #12-057 passed at the July 11, 2012 Board Meeting. The DSSMSSAB Board requests that the City of Sault Ste. Marie endorse this resolution.

On behalf of the Board we appreciate your attention to this matter.

Sincerely,


David Edgar
DSSMSSAB Chair

Encl.

cc. Debbie Amaroso, Mayor City of Sault Ste. Marie
Kim Streich-Poser, Commissioner of Social Services
District of Sault Ste. Marie Social Services Administration Board Members



District of Sault Ste. Marie

Social Services Administration Board

- Ontario Works
- Child Care
- Social Housing
- Land Ambulance

RESOLUTION – AGENDA ITEM 5.4

Moved by: J. Gawne

Date: **July 11, 2012**

Seconded by: S. Myers

Resolution #: **12-057**

Whereas in the March 27, 2012 Provincial Budget it was announced that the Province would introduce a more restrictive "cap" on subsidy on discretionary benefits spending by CMSMs and DSSABs for social assistance recipients; and

Whereas in the District of Sault Ste. Marie, this has resulted in a 40% reduction in the ability to pay for discretionary benefits on such health related items such as emergency dental care, wheelchairs, hearing aids, eyeglasses and other assistive devices, and

Whereas the Provincial reduction in subsidy was announced after the District of Sault Ste. Marie Social Services Administration Board 2012 budget was approved the Board; and

Whereas the rates for financial assistance and the rates for Ontario Works and the Ontario Disability Support Program are below the Low Income Cut Off set by Statistics Canada (poverty line):

Therefore be it resolved that the District of Sault Ste. Marie Social Services Administration Board request that the Province not implement any intended changes to the "cap" on subsidy for discretionary benefits spending scheduled to take effect July 1, 2012; and

Further be it resolved that the province consult with the Ontario Municipal Social Services Association, (OMSSA) the Association of Municipalities of Ontario (AMO) and the Northern Ontario Service Deliverers Association (NOSDA) regarding this "cap" and all other plans that reduce critical supports to the most vulnerable and economically disadvantaged citizens in Ontario; and

Further be it resolved that this resolution be forwarded to the Premier of Ontario, the Minister of finance, the Minister of Community and Social Services, the Leaders of the Opposition, David Orazietti, MPP, Mike Mantha, MPP, OMSSA, AMO, NOSDA, the City of Sault Ste Marie and the Township of Prince.

[Handwritten Signature]

Signature of Chair (Acting Chair)

CARRIED ☒

DEFEATED ☐

DEFERRED ☐

TABLED ☐

☐ All Board Members

☐ _____ Committee

☐ _____ Committee

☐ Commissioner - Soc Serv

☐ Financial Mgr - Soc Serv

☐ Child Care Mgr

☐ Ontario Works Mgr

☐ EMS Mgr

☐ Fire Chief

☐ Soc Hous Div. Mgr

☐ Soc Hous Prog. Mgr

☐ MCSS

☐ MMAH

☐ MOHLTC

☐ Other DSSABs/CMSMs

☐ Corp. of City of SSM

☐ Prince Township

☐ Others _____

☐ Others _____

Ministry of Community
and Social Services

Ministère des Services
sociaux et communautaires



Ontario Works Branch
880 Bay St., 4th Floor, Rm 434
Toronto, Ontario, M7A 2B6
Tel (416) 326-8285
Fax (416) 326-9777
Website: www.mcss.gov.on.ca/mcss/english/pillars/social/

June 4, 2012

MEMORANDUM TO: Ontario Works Administrators
- Municipalities and DSSABs
- First Nations

Regional Directors
Municipal Services Managers
Municipal Program Supervisors

FROM: Jeff Butler
A/Director, Ontario Works

RE: **Revision of the Cost Sharing Formula for Ontario
Works Non-Health and Health-Related Discretionary
Benefits**

Further to my memo of April 20, 2012, I am writing to inform you that the Ontario government has approved regulation amendments to support the revision to the cost sharing formula for Ontario Works non-health and health-related discretionary benefits.

The current maximum monthly amount eligible for Provincial cost-sharing of non-health related discretionary benefits expenditures is determined by a formula: \$8.75 multiplied by the sum of the combined Ontario Works and ODSP average monthly caseload within a delivery agent's geographic area.

Effective July 1, 2012, the existing formula will be replaced with a new formula of \$10 multiplied by the sum of the combined Ontario Works and ODSP average monthly caseload within a delivery agent's geographic area, and will apply to combined total health and non-health related discretionary benefits expenditures. The new per case amount will continue to be subject to the terms of the current cost sharing arrangements.

A regulation amendment to remove home repairs benefits from the ODSP regulation effective December 31, 2012 was also approved. To align with this change, updated policy directives reflecting the removal of home repairs from Ontario Works discretionary Director- approved special services, items and payments will be provided by December 31, 2012.

Ontario Works Delivery agents providing home repairs as a discretionary benefit will need to develop a transition strategy based on local policies.

Implementation Details

Discretionary Benefits Cost Sharing

The following implementation supports regarding the revised cost sharing formula for discretionary benefits are attached:

- Fact Sheet
- Questions and Answers

Additional implementation tools and resources will be provided in the coming months:

- Updated policy directives reflecting the new cost sharing formula will be provided by July 1, 2012; and
- The ministry will distribute a set of updated administration instructions, templates and a transition process for 2012 in early July.

There will be no significant changes to the current business processes for the administration of the revised cost sharing formula. Delivery Agents will continue to report their expenditures and caseload counts on a monthly basis.

Legislative Authority

Ontario Works Act, 1997

Ontario Regulation 135/98 (Administration and Cost Sharing) made under the *Ontario Works Act, 1997* as amended by O. Reg. 123/12.

The regulation amendments were filed with the Registrar of Regulations on June 1, 2012, and will be published in the *Ontario Gazette* on June 16, 2012. A copy of the amending Regulations will be available under "Regulations as Filed" at: www.e-laws.gov.on.ca on June 5, 2012.

Please ensure that this memo is shared with all staff within 24 hours. If you have any questions with respect to these changes please contact Anna Cain, Manager at 416-325-6086.

Original Signed By

Jeff Butler

- c. Patti Redmond, Director, Ontario Disability Support Program Branch
Maxine Daley, Director, Social Assistance and Municipal Operations Branch
Kira Heineck, Ontario Municipal Social Services Association

Michael Nadeau, Ontario Native Welfare Administrators Association
FN Technology Providers
Clinic Resource Office

**MINISTRY OF COMMUNITY AND SOCIAL SERVICES
FACT SHEET**

Regulation Amendments (July 2012)

For use by Ontario Works Delivery Agents

The Ontario government has approved amendments to the Ontario Works Administration and Cost Sharing Regulation (O. Reg. 135/98) to support the revised cost sharing formula for Ontario Works discretionary benefits.

The regulation amendments will be effective on July 1, 2012.

REVISION OF THE COST SHARING FORMULA FOR ONTARIO WORKS NON-HEALTH AND HEALTH-RELATED DISCRETIONARY BENEFITS

- The amendments support the revision of the cost sharing formula for Ontario Works non-health and health-related discretionary benefits.
- The current formula to determine the maximum amount eligible for Provincial cost-sharing of non-health related discretionary benefits expenditures of \$8.75 multiplied by the monthly average number of recipients of basic financial assistance under the Ontario Works Program and the number of recipients of income support under ODSP (average monthly caseload) within a delivery agent's geographic area will be replaced effective July 1, 2012.
- The new formula will be \$10 multiplied by the sum of the combined Ontario Works and ODSP average monthly caseload within a delivery agent's geographic area, and will apply to combined health and non-health related discretionary benefits expenditures. The new per case amount will continue to be subject to the terms of the current cost sharing agreement.
- There will be no significant changes to the current business processes for the administration of the revised cost sharing formula. Delivery Agents will continue to report their expenditures and caseload counts on a monthly basis.
- The ministry will distribute a set of updated administration instructions, templates and a transition process for 2012 in early July. Updated policy directives, reflecting the new cost sharing formula, will be provided by July 1, 2012.

**MINISTRY OF COMMUNITY AND SOCIAL SERVICES
QUESTIONS AND ANSWERS
Regulation Amendments**

For use by Ontario Works Delivery Agents

Revision of the Cost Sharing Formula for Ontario Works Discretionary Benefits

Q What regulatory change is the Ministry making?

- A. The regulations are being revised to replace the current formula for determining the maximum amount of discretionary benefits expenditures eligible for Provincial cost sharing.

The current formula of \$8.75 multiplied by the sum of the combined Ontario Works and ODSP average monthly caseload within a delivery agent's geographic area will be replaced effective July 1, 2012.

The new formula will be \$10 multiplied by the sum of the combined Ontario Works and ODSP average monthly caseload within a delivery agent's geographic area, and will apply to combined health and non-health related discretionary benefits expenditures. The new per case amount will continue to be subject to the terms of the current cost sharing agreement.

Q Will there be changes to the business process for the administration of the revised cap on the amount of discretionary benefits expenditures eligible for Provincial cost sharing on July 1st?

- A. There will be no significant changes to the current business processes for the administration of the revised cost sharing formula. Delivery Agents will continue to report their expenditures and caseload counts on a monthly basis.

The ministry will distribute a set of updated administration instructions, templates and a transition process for 2012 in early July. Updated policy directives reflecting the new cost sharing formula will be provided by July 1, 2012.

Q. When will these changes be effective?

- A. This change is effective July 1, 2012.

Appendix 2

Ontario Works Discretionary Benefits Framework Operating Principles Effective July 1st, 2012

In accordance with the new financial restrictions being placed on Ontario Works effective July 1st, 2012, the following framework will be utilized to ensure available funds are distributed objectively, to those with the most need, and for those services deemed to be medically necessary.

All clients requesting discretionary items will be required to complete a budget worksheet with a case manager, identifying both their income and monthly budgetary items. Items identified as costs will require receipts and visual verification of documentation. Items will only be issued after the worksheet is completed and need is assessed.

There will be financial caps and most services/items will be reduced by 40% from what has previously been spent on such items. All medical requests will need to be accompanied by a physician's prescription, as well as documentation as to why the item is medically necessary.

As of July 1st the following services are no longer available.

- Chiropractic Services
- Massage Therapy

Following is a list of items that is not assumed to be all encompassing, but a guideline.

Items that are deemed to be exceptional, or not within the frame, will be considered on a case by case basis by a committee comprised of the program manager, a designated unit manager and a front line staff member.

Heat/Hydro

No ability to cover under this fund.

Health Related Caps

Emergency Dental Prosthetics	Reduced to 55% of ODA fee guide, AHU will administer Maximum of 60% of client portion, \$500 lifetime - \$750 with PM approval
Other assistive devices Wheelchairs	60% of client cost to a maximum of \$500 Maximum of \$500 lifetime - \$750 with PM approval

Hearing Aides	Maximum of \$500 lifetime - \$750 with PM approval
Glasses	Maximum of \$125.00 single vision - Bifocals \$140.00

Prescription drugs

If the drug is not in the Formulary, it will not be covered. Clients must utilize the exceptional program.

Non-health related Caps

Travel and Transportation

Transient transportation to next location only: Thunder Bay or Sudbury.

Dentures	Maximum \$960.lifetime
Partials Dentures	60% of cost up to \$500.
Baby Supplies	Maximum of \$300 (1 st child only)
Documentation	No
Food Vouchers	Only if food bank not available
Trustees	Discontinued paying any fees

Miscellaneous ODSP

Any requests under \$100 will be denied

Funerals

Only the indigent, no services, Maximum \$3,000 (will pursue preferred vendor).

Paternity Testing

To be individually reviewed by Program and Unit Manager

Psyche Vocational assessments

To be reviewed by Program Manager

Malcolm White, B.P.H.E., CMO
City Clerk



City Clerk's Office

2012 07 16

Mayor Debbie Amaroso and
Members of City Council

RE: MUNICIPAL COAT OF ARMS – DEVELOPMENT PROCESS

PURPOSE

The purpose of this report is to advise of progress with the development of an accredited municipal coat of arms.

BACKGROUND

At the May 14, 2012 Council Meeting, Council approved proceeding to seek an officially accredited coat of arms for the City of Sault Ste. Marie from the Governor General through the Canadian Heraldic Authority. Rachel Tyczinski, Deputy City Clerk and Manager of Quality Improvement was in Ottawa last week on vacation and was able to meet with our representative from the Canadian Heraldic Authority to review the remaining process to be followed.

ANALYSIS

The next main step in the process is to determine the wording that describes what the coat of arms will contain (the armorial bearings). The wording eventually becomes part of the letters patent document which is officially granted to the City. It is proposed that a steering committee be struck to work with the Heraldic Authority to develop the wording. As stated previously the intent is not to replace our current emblem with a completely new design, but to retain as much of it as possible while revising some elements so that the emblem can be officially accredited as a coat of arms. The steering committee would develop draft wording for the approval of the Chief Herald of Canada and City Council. Following those approvals, the steps necessary to develop an artistic rendering of the coat of arms would be undertaken. Those steps will be the subject of a further report to Council. Councillor Susan Myers has volunteered to lead this committee as she is familiar with the process from her work on the previous coat of arms committee (2007) and from her involvement as co-chair of the Celebrate 100! Management Committee. The other co-chair, Councillor Terry Sheehan has also agreed to be involved. The rest of the committee would consist of staff from the Clerk's Department and, at the suggestion of the Heraldic Authority, one or two members from the historical/heritage community.

5(m)

IMPACT

There will be no additional financial impact to this project resulting from this report.

STRATEGIC PLAN

The adoption of an official coat of arms was part of the Corporate Communications Strategy approved by Council in 2002.

RECOMMENDATION

That Council approve the creation of a Municipal Coat of Arms Steering Committee consisting of Councillors Myers and Sheehan, Clerk's Department staff and up to two members from the historical/heritage community.

Respectfully submitted,



Malcolm White
City Clerk

Frank Coccimiglio
Manager, I.T.



Finance
Information Technology
Division

2012 07 16

Mayor Debbie Amaroso and
Members of City Council

RE: Immigration Portal, Phase Five Contracts with Ministry of Citizenship and Immigration.

BACKGROUND

March 12th 2007, Council gave its approval for the City to proceed with the Ministry of Citizenship and Immigration on the development of an Immigration Portal. Since then, "Discoverthesault" Immigration Portal was launched and has been a success. We are now in Phase five of additional development. The Ministry has drafted the supporting contracts for *Phase Five: Special Project – Portal Migration and Sustainability* for your consideration. The contract expires March 31, 2013, after which, it is understood that the portal will be sustained by the City. The agreement sets out that the province will provide the City with funding in the amount of \$82,676.00 to enable the City to establish and maintain the Immigration Portal onsite.

IMPACT

There is no impact on the 2012 Budget.

STRATEGIC PLAN

The Immigration Portal Phase Five Project is not an activity listed in the Corporate Strategic Plan.

RECOMMENDATION

By-law 2012-144 appears elsewhere on this Agenda authorizes the Ontario Funding Agreement between the City and the Ministry, and is recommended for approval.

Respectfully submitted,

Frank Coccimiglio
Manager, Information Technology Division

Recommended for approval,

Bill Freiburger
Treasurer/Commissioner of Finance

Frank Coccimiglio
Manager, I.T.



Finance Department
Information Technology
Division

2012 07 16

Mayor Debbie Amaroso and
Members of Council

RE: The City's GIS Data Housed by the Innovation Centre to be hosted on the ESRI Community Maps Program

PURPOSE

The purpose of this report is to seek Council's approval to enter into the ArcGIS Online Community Maps Program Participation Agreement ("Agreement") between the City and ESRI Canada Limited. The City will be working with the Sault Ste. Marie Innovation Centre's Community Geomatics Centre/GIS to take our existing GIS data and host same on ESRI's Community Maps Program.

BACKGROUND

For a number of years the SSM Innovation Centre has investigated different technologies required for taking the City's Geospatial Information and making it accessible through a Web based online ArcGIS map service. Up until a year ago, the technology available was one that required the Innovation Centre to invest in a costly "in-house" based service. The hardware and software investment was cost prohibitive. Since then, ESRI Canada has developed the "ESRI Community Maps Program" that allows for the Innovation Centre to take the City's geographic information and host it as an ArcGIS online map service at no cost to the Innovation Centre nor the City.

ANALYSIS

City staff along with the general public will be able to use an Internet Web browser to connect to online maps and access the information as set out in Exhibit 1 to the Agreement. The City controls the information content that will be available to the Innovation Centre for hosting on ArcGIS online and can add and/or delete content as it deems appropriate. Many communities throughout the province have already entered into agreements with ESRI Canada Limited to facilitate the hosting of their information on ArcGIS online map. The Agreement will enable the City's information to be accessible through ArcGIS online map.

2012 07 16

Page 2

IMPACT

There is no cost to the City with respect to this Agreement.

RECOMMENDATION

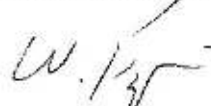
By-law 2012-134 which appears elsewhere on the agenda authorizes the ArcGIS Online Community Maps Program Participation Agreement between the City and ESRI Canada Limited, and is recommended for approval.

Respectfully submitted,



Frank Coccimiglio
Manager, Information Technology

Recommended for approval,



Bill Freiburger
Commissioner of Finance/Treasurer

Norm Fera
Manager Community Centres



Community Services Department
Community Centres Division

2012 07 16

Mayor Debbie Amaroso
and Members of City Council

ESSAR CENTRE – TICKETING SERVICES AGREEMENT WITH NEW ERA TICKETS

PURPOSE

The purpose of this report is to obtain approval to extend the current ticketing services agreement with New Era Tickets for an additional five year period.

BACKGROUND

In 2007 New Era Tickets was selected to provide the Essar Centre with ticketing services as a result of a Request For Proposal process. The current contract renews automatically for twelve month periods, after the end of the initial term, unless one party gives notice to the other party to the contrary. The initial term ends August 14, 2012.

The New Era ticketing system has provided fast and efficient ticketing services over the past five years to Essar Centre clients. The "call centre" and "on-line ticketing" features provide excellent customer service. The New Era business model provides the following additional benefits to the city.

1. The hosted data base solution requires very little support from the City's IT Division.
2. Their Client Services have been very helpful assisting Essar Centre management, staff, and the City's IT Division staff to set up and use the system.
3. Computer equipment and software is provided and maintained by New Era Tickets at no charge to the City. Software upgrades are regularly available to keep pace with an ever-changing industry.
4. New Era offers an e-blast service for marketing upcoming events at no charge to the City. Currently there are approximately 15,000 e-mails dispersed for each new e-blast to targeted customers.

Essar Centre staff are becoming more and more proficient with the software and have been able to offer more complex ticketing services to the venue's promoters.

IMPACT

Although the contract automatically renews for twelve month periods under the same terms

-More-

and conditions, the Community Services Department staff and Finance Department staff have reviewed a proposal from New Era Tickets to extend the term of the agreement for an additional five years. The proposed five year term amendment lowers many of the wholesale costs of ticketing services. In addition, the amendment includes a tiered fee structure based on ticket selling price, resulting in lower convenience fees to the customer for lower priced tickets.

STRATEGIC PLAN

This issue is not part of the Corporate Strategic Plan.

RECOMMENDATION

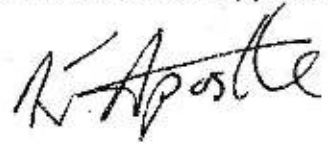
The bylaw and agreement appear elsewhere on the agenda, and it is recommended that Council authorize the Mayor and City Clerk to execute the amended agreement with New Era Tickets for a new five year term.

Respectfully submitted,



Norm Fera
Manager Community Centres

Recommended for approval,



Nicholas J. Apostle
Commissioner Community Services

cc: N. Kenny, City Solicitor
W. Freiburger, Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(9)

Jerry Dolcetti, RPP
Commissioner

Carl Rumiel, P. Eng.
Design & Construction Engineer



Engineering & Planning
Department

2012 07 16

Our File: Contract 2012-8E

Mayor Debbie Amaroso and
Members of City Council

RE: CONTRACT 2012-8E
CLOSURE OF WILSON STREET

PURPOSE

The purpose of this report is to obtain approval to close Wilson Street from Bruce Street to Cedar Street from July 17th to August 31st.

BACKGROUND

As Council is aware, Contract 2012-8E Miscellaneous Construction/Paving was awarded to Ellwood Robinson Limited at the 2012 06 11 Council meeting. Included in that contract is the replacement of a section of sanitary on Wilson Street.

ANALYSIS

In order to complete the sewer replacement, Wilson Street will be required to be closed to through traffic during construction.

IMPACT

The road will be closed for approximately 6 weeks. Local traffic will be able to access properties within the limits although there will be times when driveways are blocked off. Notice will be given as driveways become unavailable.

STRATEGIC PLAN

Replacing sanitary sewers links to Strategic Direction 1: Developing Solid Infrastructure, Objective 1A – Environmental Leadership.

5(9)

RECOMMENDATION

We recommend Wilson Street be closed from July 17th to August 31st to facilitate the replacement of the sanitary sewer.

By-law **2012-138** authorizing the closure has been placed on the Agenda for your consideration.

Respectfully submitted,



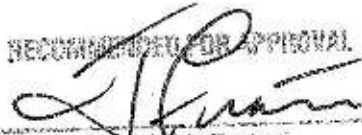
Carl Rumiel, P. Eng.
Design & Construction Engineer

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

5(r)

Jerry Dolcetti, RPP
Commissioner

Don Elliott, P. Eng.
Director of Engineering Services



Engineering & Planning
Department

2012 07 16

Files: B-12-01

Mayor Debbie Amaroso and
Members of City Council

RE: Transportation Master Plan Update – Engineering Agreement

PURPOSE

The purpose of this report is to recommend that Council authorize an engineering agreement with HDR Corporation for the planned 2012 update to the City's Transportation Master Plan.

BACKGROUND

At the 2012 06 25 meeting, Council authorized that the firm of HDR Corporation be retained to complete an update to the Transportation Master Plan for the City of Sault Ste. Marie. At the 2012 06 25 meeting, Council also authorized the review of the digital signs by-law by this consultant, to be included under this project

ANALYSIS

It is routine procedure for the Engineering Division to seek Council's approval to authorize agreements for engineering services.

IMPACT

The impact to the budget is the engineering fee estimate of \$170,000 plus an additional \$5,000 to be allocated for review of the digital signs by-law, for a total of \$175,000 excluding HST. This amount is within the \$200,000 allocation in the approved 2012 capital construction budget.

STRATEGIC PLAN

Updating the City's Transportation Master Plan is linked to Objective 1B, Transportation Network Improvements under the Developing Solid Infrastructure strategic direction.

RECOMMENDATION

It is recommended that Council authorize entering into an agreement for engineering services with HDR Corporation for the update to the Transportation Master Plan. Funding will come from the 2012 capital construction budget.

Bylaw 2012-139 authorizing the execution of the agreement can be found elsewhere on this evening's agenda.

Respectfully submitted,



Don Elliott, P. Eng.
Director of Engineering Services

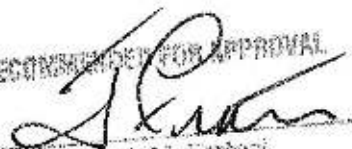
Recommended for approval,



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

DE/bb

RECOMMENDED FOR APPROVAL



Joseph M. Fraboni
Chief Administrative Officer

Jerry Dolcetti, RPP
Commissioner



Engineering & Planning
Department

2012 07 16

Mayor Debbie Amaroso and
 Members of City Council

RE: ThyssenKrupp Elevator Maintenance

PURPOSE

The purpose of this report is to request Council's authorization to enter into a 10 year elevator maintenance agreement with ThyssenKrupp Elevators (Canada) Limited (TKE) for the Civic Centre and Ontario Works elevators.

BACKGROUND

TKE is the only elevator contractor in the city and has been servicing the Civic Centre elevators for over 25 years. Most recently in 2007 and 2008, they were responsible for replacing the two main elevators in the Civic Centre. The City's current maintenance agreement with TKE covers four (4) elevators – one (1) at Ontario Works and three (3) at the Civic Centre. It offers full service, including regular maintenance, labour and parts, is renewed annually and paid quarterly for a total cost of \$33,275/year.

ANALYSIS

TKE is now proposing a 10-year agreement (same coverage as above) that will offer a substantial discount ranging from 35% to 50% (depending on the elevator in question) and will have a locked-in maximum annual increase of 3% for the life of the contract. The proposed agreement will realize an annual savings for the four (4) elevators of approximately \$12,000 and is funded through the building maintenance budget.

The service elevator is reaching the end of its life and will be decommissioned by the end of 2013 unless replaced. This action would have no impact on the new maintenance agreement other than having the line item for the service elevator removed from the contract.

IMPACT

The Building Services Division of the Engineering & Planning Department will see a reduction in elevator maintenance fees of approximately \$12,000/year or \$120,000 over the life of the agreement.

F:\ENGINEERING DATA\COUNCIL\Dolcetti\2012\Elevator Maint Agreement - 2012 07 16.docx

The Corporation of the City of Sault Ste. Marie
 P.O. Box 580- 99 Foster Drive ~ Sault Ste. Marie, ON P6A 5N1
 Telephone: (705) 759-5384 ~ Fax: (705) 541-7165
 www.cityssm.on.ca ~ j.dolcetti@cityssm.on.ca

STRATEGIC PLAN

This item is linked to Strategic Direction 1: Developing Solid Infrastructure, Objective 1C -- Property Management & Development.

RECOMMENDATION

It is recommended that Council authorize entering into a 10-year maintenance agreement with ThyssenKrupp Elevator (Canada) Limited for the ongoing maintenance of the Civic Centre and Ontario Works elevators. By-law 2012-135 authorizing the execution of the agreement can be found elsewhere on this evening's agenda.

Respectfully submitted,



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

/bb



Elevator Maintenance

Civic Centre #1, #2 & #3

Master Maintenance (24 hr Service)

Our current contract remains valid until this proposal is ratified by both parties.

Elevator #1 & #2 (6 stop Tractions)	
Current Payment/Month	\$1,474.74
Contract Expires	June 30 2014
Elevator # 3 (4 Stop Hydraulic)	
Current Payment/Month	\$788.26
Contract Expires	June 30 2014

Potentially

Elevator #1 & #2 (6 Stop Tractions)			
Contract Discount Options	25%	30%	35%
Duration	5 year	7 year	10 year
Savings/Month	\$368.69	\$442.42	\$516.16
Payment/Month	\$1,106.06	\$1,032.32	\$958.58

Elevator #3 (4 Stop Hydraulic)			
Contract Discount Options	40%	45%	50%
Duration	5 year	7 year	10 year
Savings/Month	\$315.30	\$354.72	\$394.13
Payment/Month	\$472.96	\$433.54	\$394.13

Savings Until End of Contract (June 30 2014)	\$13,679.78	\$15,942.78	\$18,205.78
--	-------------	-------------	-------------

***Discounts will begin October 1, 2012**

***We will lock the annual increase and/or decrease at 3% for the life of the contract**

***An additional 1.5 % discount for a semi-annual payment and 3 % discount for annual payment**

Elevator Maintenance



ThyssenKrupp

Ontario Works

Master Maintenance (24hr Service)

Our current contract remains valid until this proposal is ratified by both parties.

Current Payment/Month	\$673.48
Contract Expires	July 14 2014

Potentially

Contract Discount Options	35%	40%	45%
Duration	7 year	7 year	10 year
Savings/Month	\$235.72	\$269.39	\$303.07
Payment/Month	\$437.76	\$404.09	\$370.41

Savings Until End of Contract (July 14 2014)	\$4,714.36	\$5,387.84	\$6,061.32
--	------------	------------	------------

***Discounts will begin October 1, 2012**

***Annual increase and/or decrease will be locked at 3% for the life of the contract**

***An additional 1.5 % discount for a semi-annual payment and 3% discount for annual payment**

**Jerry Dolcetti, RPP
Commissioner**



**Engineering & Planning
Department**

2012 07 16

Mayor Debbie Amaroso and
Members of City Council

RE: ALLEN'S SIDE ROAD – TRUCK TRAFFIC CONCERNS

PURPOSE

The purpose of this report is to respond to Council's resolution dealing with truck traffic concerns expressed by residents on Allen's Side Road.

BACKGROUND

At the Council meeting of May 28, 2012 the following resolution was carried:

"Resolved that the correspondence and petition from residents of Allen's Side Road concerning heavy truck traffic be referred to staff for review and report back to Council."

Attached is a letter/petition dated May 11, 2012 from the residents of Allen's Side Road. Their concern can be grouped into the following:

- Speeding of heavy trucks;
- Vibrations generated by this traffic;
- Minor damage to homes and property;
- Need to repair / relocate manhole covers and resurface road.

ANALYSIS

Allen's Side Road is a "Class A" truck route from Second Line to Base Line leading to GP Flakeboard, the industrial park area referred to as "Wood Park", and the slag/harbour area of Essar Steel Algoma Inc. In addition, Yates Avenue is also a "Class A" route.

Allen's Side Road was last reconstructed in 1986 (during the construction of the trunk sanitary sewer and watermain) and later resurfaced in 1997. The Truck Route Master Plan was last updated and approved by Council in April 2008 and Allen's Side Road was retained as a "Class A" designation.

As a truck route, service/maintenance to road surfaces are more frequent than other routes in the city, given the frequency of heavy trucks on these roads. This section of

5(+)

road is reviewed regularly for the annual resurfacing program. Following notification of the resident concerns, PWT staff has attended to the area and made adjustments to the manhole covers at Ransome Drive including an asphalt patch and repaired potholes. The residents have since indicated a noticeable improvement in the vibrations previously experienced.

In consultation with the Director of Engineering, it appears the pertinent sections of Allen's Side Road are still in good condition and would consider it a candidate for resurfacing within the next three years. There may be merit in doing additional patching at select locations in the interim, as recent work performed by PWT has proven effective.

In addition, we have noted the location of the two manhole covers that were of concern, are aligned with the travel portion and tire path of the trucks. It may be possible to move them. PWT has determined that the cost to relocate these covers and associated pipe will amount to approximately \$15,000 using City forces. This work would require funds to be allocated in subsequent years.

The present speed limit is 50 km/hr. and statistics from our Traffic Division obtained on May 28 and June 1, 2012 indicate that the majority of vehicles (84%) in this area are travelling 60 km/hr.; the average was 60 km/hr. Based on this analysis, a reduction in the speed limit is not warranted. The Traffic Division will continue to monitor along this route at various locations using speed monitoring stations. In addition, Police Services will also be increasing their presence in the area (see attached correspondence from Inspector Pluss).

IMPACT

Except for the approval to secure additional funding for \$15,000, all other work can be accommodated within the existing maintenance budget.

STRATEGIC PLAN

Linked to Strategic Direction 1: Developing Solid Infrastructure, Objective 1B and consistent with maintaining good roads and extending longevity.

RECOMMENDATION

It is recommended that continued maintenance be provided on Allen's Side Road and that it be reviewed annually for possible resurfacing within the next three years, and include the relocation of two manhole covers and associated infrastructure at time of resurfacing.

Respectfully submitted,


Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

Attach.

Benita Brogno

From: Pluss, A. <a.pluss@ssmps.org>
Sent: July 10, 2012 4:40 PM
To: Jerry Dolcetti
Subject: Allen's Side Road - Heavy Trucks Speeding Concerns - Report to Council

Mr. Dolcetti: In response to a resolution struck by Council back on the 28th of May 2012 as it relates to Allen's Side Road and more particular, from a police perspective, to heavy trucks speeding to advise that the Sault Ste. Marie Police has directed resources to monitor and enforce violations on this roadway.

While our presence was primarily during normal daytime business hours we did direct enforcement units to set up during the evening and into early morning hours. We continue today to schedule officers to this location and have cited offending motorists.

Generally the results of our attendance and focus indicate that heavy trucks, while occasionally exceeding the speed limit, were not doing so by more than 10 to 12 km/h over the set 50 km/h limit. Alternatively, passenger cars and light trucks were in some instances exceeding the set 50 km/h limit by upwards of 70 to 72 km/h. Appreciating that there were many, including heavy trucks, travelling at or under the set limit and on the rare occasion in excess of the higher end speeds that I have indicated.

Not unique to Allen's Side Road is concerns expressed, with some frequency throughout our city, relative to the excessive speed of vehicles. As with every concern coming to our attention we will allocate resources to address the issue as best able. I remain confident that we have been successful in addressing most if not all such concerns appreciating that the shelf life of any sustained impact, that we the police might have, is short once we reallocate resources to new or previously identified locations and concerns.

It is our every intention to continue with a focus on Allen's Side Road throughout the summer and will look to re-evaluate our efforts, early September, towards determining an appropriate police response going into the fall and winter of this year.

I trust this is of some assistance to you for any report back to Mayor and Council that may be required.

Art Pluss
Inspector
Patrol Services

May 11, 2012

Mr. Frank Manzo,
660 Base Line,
Sault Ste. Marie, ON P6A 5K6

Mr. Joe Krimpotich,
5 Winfield Drive,
Sault Ste. Marie, ON P6C 2N2



Dear Ward 6 Councillors,

On behalf of the Residents living on Allen's Side Road, south of the Second Line, your assistance is requested in resolving an ongoing issue that is of great concern to all of us.

Speeding heavy truck traffic, that uses this road daily, is generating excessive ground vibrations causing the houses along this stretch to shake when these heavy trucks hit the humps, bumps, potholes and manhole covers that are evident along this 1 km stretch of roadway. Residents are already experiencing minor damage to their homes such as cracked plaster and brickwork, cabinets coming off walls, light fixtures falling from the ceiling as well as glassware breaking in china cabinets. Residents are extremely concerned about the serious structural damage that will occur to their homes with this continual pounding that is getting worse as the roadway further deteriorates, as time goes by.

The long term solution is to have the roadway rebuilt to standards that would properly support the heavy loads that these trucks are carrying. As we all know, with the current economic and City budget situation, this will not be happening in the near future, so alternate steps must be taken now to eliminate further damage to the homes along this route.

Meetings with personnel from Police Services, the City Board of Works, Traffic Department as well as with the Flakeboard Company has resulted in the consensus that controlling the speed of truck traffic is key in reducing the property damage that is occurring. It is hereby suggested and supported, as shown by the attached petition signed by the Allen's Side Road residents affected, that the City reduce the truck speed limit from the current 50 kph down to 40 kph. This would, realistically, result in truck traffic travelling in the 50 - 55 kph range which would greatly reduce the vibrations, which are currently being experienced. This reduction in speed along this portion of roadway would add about 30 seconds of travel time for the truck traffic. In the future, once the roadway has been rebuilt to the required standards, this speed limit issue could be revisited at that time.

We hereby request that you bring this matter to the attention of City Council for their immediate action.

Sincerely,

Allen's Side Road Residents

Petition - Requesting that Truck Speed Limit on Allen's Side Road be reduced to 40 kph

Name (please print)	House #	Street	Signature	Date
DIANE BATES	2	Ransom Dr Allen's Side Road	<i>Diane Bates</i>	May 4/12
Henry BATES	2	Ransom Dr Allen's Side Road	<i>Henry Bates</i>	May 4/12
Joy DeCoursey	291	Allen's Side Road	<i>Joy DeCoursey</i>	May 4/12
JOE DeCoursey	291	Allen's Side Road	<i>Joe DeCoursey</i>	May 4/12
Mike Morris	323	Allen's Side Road	<i>M Morris</i>	May 4/12
ERICA TUCKER				
Erica Tucker	349	Allen's Side Road	<i>Erica Tucker</i>	May 4/12
DALE TUCKER	349	Allen's Side Road	<i>[Signature]</i>	May 4/12
LORI PARADIS	303	Allen's Side Road	<i>L Paradis</i>	May 4/12
Mitch Paradis	303	Allen's Side Road	<i>M Paradis</i>	May 4/12
Sylvia Shaw	267	Allen's Side Road	<i>Sylvia Shaw</i>	May 4/12
Jay Springbett	6	Ransom Dr Allen's Side Road	<i>Jay Springbett</i>	05/04/12
Garry Springbett			<i>Garry Springbett</i>	05/04/12
TERRY McMAIS	8 Ransom		<i>Terry McMais</i>	

5(+)
5(+)

Petition - Requesting that Truck Speed Limit on Allen's Side Road be reduced to 40 kph

<u>Name</u> (please print)	<u>House #</u>	<u>Street</u>	<u>Signature</u>	<u>Date</u>
<u>TERRY MCCLELLAND</u>	<u>199</u>	<u>Allen's Side Road</u>	<u>Terry McClelland</u>	<u>May 4/20</u>
<u>KEVIN BIER</u>	<u>185</u>	<u>Allen's Side Road</u>	<u>Kevin Bier</u>	<u>May 4/12</u>
<u>Renate Olinek</u>	<u>163</u>	<u>Allen's Side Road</u>	<u>Renate Olinek</u>	<u>May 4, 20</u>
<u>Lori Pavoni</u>	<u>149</u>	<u>Allen's Side Road</u>	<u>Lori</u>	<u>May 4/12</u>
<u>George Grant</u>	<u>141</u>	<u>Allen's Side Road</u>	<u>Mrs. G. Grant</u>	<u>May</u>
<u>JEAN VIDETIS</u>	<u>105</u>	<u>Allen's Side Road</u>	<u>Jean Videtis</u>	<u>May</u>
<u>MARY A HUNT</u>	<u>122</u>	<u>Allen's Side Road</u>	<u>Mary A Hunt</u>	<u>May</u>
<u>Don Rowswell</u>	<u>155</u>	<u>Allen's Side Road</u>	<u>Don</u>	<u>May 4/1</u>
<u>RANDY DIXON</u>	<u>1140</u>	<u>WALLACE TERR. Allen's Side Road</u>	<u>Randy</u>	<u>May 4/12</u>
<u>Debbie Dixon</u>	<u>1140</u>	<u>WALLACE TERR. Allen's Side Road</u>	<u>Debbie Dixon</u>	<u>May 4/12</u>
<u>ALLAN CRIPPS</u>	<u>1136</u>	<u>WALLACE TERR. Allen's Side Road</u>	<u>Allan Cripps</u>	<u>May 4/12</u>
<u>Richard Zuck</u>	<u>1147</u>	<u>WALLACE TERR.</u>	<u>Richard Zuck</u>	<u>May 4/12</u>
<u>Terry Zuck</u>	<u>1147</u>	<u>Wallace Terr.</u>	<u>Terry Zuck</u>	<u>May 4/12</u>

Petition - Requesting that Truck Speed Limit on Allen's Side Road be reduced to 40 kph

<u>Name</u> (please print)	<u>House #</u>	<u>Street</u>	<u>Signature</u>	<u>Date</u>
<u>JOHN FLINT</u>	<u>247</u>	<u>Allen's Side Road</u>	<u>[Signature]</u>	<u>May 2/12</u>
<u>ELAINE FLINT</u>	<u>247</u>	<u>ALLEN'S SIDE ROAD</u> <u>Ransom Drive</u>	<u>E. Flint</u>	<u>May 4/12</u>
<u>Ken Legacy</u>	<u>239</u>	<u>Allen's Side Road</u>	<u>Ken Legacy</u>	<u>May 4/12</u>
<u>CHRIS NELSON</u>	<u>231</u>	<u>Allen's Side Road</u>	<u>Chris Nelson</u>	<u>May 4/12</u>
<u>RAISA BRASUCCI</u>	<u>210</u>	<u>Allen's Side Road</u>	<u>R Brasucci</u>	<u>May 4/12</u>
<u>Matthew Nelson</u>	<u>231</u>	<u>Allen's Side Road</u>	<u>[Signature]</u>	<u>May 4/12</u>
<u>Lori Nelson</u>	<u>231</u>	<u>Allen's Side Road</u>	<u>Lori Nelson</u>	<u>May 4/12</u>
<u>Michael Nelson</u>	<u>231</u>	<u>Allen's Side Road</u>	<u>M. Nelson</u>	<u>May 4/12</u>
<u>Dino Brasucci</u>	<u>210</u>	<u>Allen's Side Road</u>	<u>DR</u>	<u>May 4/12</u>
<u>Randy Maenger</u>	<u>223</u>	<u>Allen's Side Road</u>	<u>R. Maenger</u>	<u>May 4/12</u>
<u>Jarrod Forsyth</u>	<u>1137</u>	<u>Walker Terr</u> <u>Allen's Side Road</u>	<u>[Signature]</u>	<u>4 MAY 12</u>
<u>Jessica Forsyth</u>	<u>1137</u>	<u>Walker Terr</u>	<u>J Forsyth</u>	<u>4 MAY 12</u>

Petition - Requesting that Truck Speed Limit on Allen's Side Road be reduced to 40 kph

<u>Name</u> (please print)	<u>House #</u>	<u>Street</u>	<u>Signature</u>	<u>Date</u>
<u>Victor Pigeau</u>	<u>15</u>	<u>Ransome Dr</u> <u>Allen's Side Road</u>	<u>Victor Pigeau</u>	<u>May 5/12</u>
<u>Isma Pigeau</u>	<u>15</u>	<u>Ransome Dr</u> <u>Allen's Side Road</u>	<u>Isma Pigeau</u>	<u>May 5/12</u>
<u>Judy Grizzo</u>	<u>1135</u>	<u>2nd Line W</u> <u>Allen's Side Road</u>	<u>Judy Grizzo</u>	<u>May 5/12</u>
<u>John Deles</u>	<u>1167</u>	<u>2nd Line W</u> <u>Allen's Side Road</u>	<u>John Deles</u>	<u>May 5/12</u>
<u>ART MORRIS</u>	<u>323</u>	<u>Allen's Side Road</u>	<u>Art Morris</u>	<u>May 5/12</u>
<u>DAVE HARNDEN</u>	<u>112</u>	<u>Allen's Side Road</u>	<u>D Harnden</u>	<u>May 6/12</u>
<u>MARIE HARNDEN</u>	<u>112</u>	<u>Allen's Side Road</u>	<u>M Harnden</u>	<u>May 6/12</u>
<u>LITA ALLEN</u>	<u>202</u>	<u>ALLEN'S SIDE ROAD</u>	<u>Lita Allen</u>	<u>May 6/12</u>
<u>JANET MORRIS</u>	<u>323</u>	<u>ALLEN'S SIDE ROAD</u>	<u>Janet</u>	<u>May 9, 2012</u>

5(u)

Fire Chief Marcel Provenzano

Division Heads

Suppression – Frank Brescacin

EMS – Robert Rushworth

Fire Prevention – Paul Milosevich

Support Services – Jim St. Jules



Celebrate 100!

1912 - 2012

Emergency Direct – 911
Emergency Phone (705) 949-3333
Business Phone (705) 949-3335
Fire Prevention Phone (705) 949-3377
EMS (705) 949-3387

2012 07 16

Mayor Debbie Amaroso and
Members of City Council

RE: Consultant Fees for Natural Gas Radiant Heaters

PURPOSE

The purpose of this report is to request approval for funding consultant fees for the design, preparation and administration of tender documents as well as monitoring the contractor during installation of the heating system.

BACKGROUND

An energy audit of #1 fire station was conducted by IB Storey for the City in September 2011. One of the recommendations was to discontinue the use of the electric slab floor heater and electric infrared ceiling heaters with the installation of a natural gas radiant heater system in the truck stall area of the main fire station, located at 72 Tancred Street. The estimated payback from energy savings could be as soon as four and one half years.

ANALYSIS

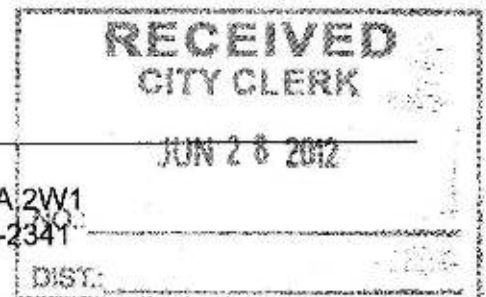
Proposals were requested for the design of a suitable natural gas radiant heater system to be installed in the truck stall area at the main fire station. The consultant would also work in conjunction with the Purchasing Department to create and administer a tender document related to the supply and installation of the designed system. The consultant would conduct field reviews up to completion as well as final site inspections and provide conformance reports.

IMPACT

Council approved \$52,200.00 for this project to be funded by Fire Services' Equipment Reserve Account. The accepted proposal from Nor Mech Engineering Inc. will cost \$4,795.00 and if approved by Council, will be funded by this account. Nor Mech Engineering will then prepare and administer the project tender and determine final costs. Once the lowest bid that meets the design requirements of the consultant is determined, a follow-up report will be submitted to Council requesting their approval to accept the recommended bid and fund the balance of the project from Fire Equipment Reserve Account 20-225-2000-8238 assigned by the Finance Department.

more

Sault Ste. Marie Fire Services
72 Tancred Street ~ Sault Ste. Marie, ON P6A 2W1
Telephone: (705) 949-3335 ~ Fax: (705) 949-2341
www.cityssm.on.ca



STRATEGIC PLAN

This project will be identified in the Strategic Plan, Developing Solid Infrastructure - Objective 1C -Property Management and Development. It is a recommendation from the City's contracted energy audit company report and is part of the City's plan to improve energy cost savings.

RECOMMENDATION

It is my recommendation that the report concerning consultant fees be received and that Nor Mech Engineering Inc. be awarded the contract for consultant fees of \$4,795.00.

Respectfully submitted,



Jim St. Jules
Assistant Fire Chief – Support Services

Recommended for approval,



Marcel Provenzano
Fire Chief

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

5(v)

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO
SOLICITOR/PROSECUTOR



**LEGAL
DEPARTMENT**

FILE NO.: LE-102

2012 07 16

Mayor Debbie Amaroso
and Members of City Council

RE: DOWNTOWN DAYS - JULY 19, 2012

PURPOSE

The purpose of this report is to seek Council's approval for a Licence to Occupy City Property Agreement ("Licence Agreement") between the City (the "Licensor") and Loplops and the Downtown Association (the "Licensees") to permit five (5) "Patio Pods" on Queen Street East for Downtown Days on July 19, 2012.

BACKGROUND

Steve Alexander, owner of Loplops in Sault Ste. Marie, and Tasha Varpio, Manager of the Downtown Association, together contacted the City Legal Department to request permission to have five (5) "Patio Pods" set up on five separate blocks on Queen Street East. The five (5) "Patio Pods" would consist of 20 feet by 20 feet tent structures that would each serve a different alcoholic beverage and food during the hours of 7:00 p.m. to 10:00 p.m. on July 19, 2012 as part of the "Downtown Days" festivities ("Pop Up Patios Event"). Loplops would provide and serve alcohol for the proposed "Pop Up Patios Event", which is sponsored by the Downtown Association.

On June 11, 2012, City Council passed By-law 2012-115, which authorized the closing to vehicular traffic of Queen Street East, from Pilgrim Street to Dennis Street on the 19th day of July, 2012 from 6:00 p.m. to 11:00 p.m. for the purpose of Downtown Days.

-more-

ANALYSIS

The proposed "Pop Up Patios Event" requires a Licence Agreement between the City and the Licencees, specifically for insurance purposes and to confirm the agreement between the City and the Licencees.

The Licence Agreement confirms that Loplops has permission to install five (5) tent structures, each of the size 20 feet by 20 feet, at their sole cost, expense, and liability at the locations as marked on Schedule "A" to the Licence Agreement. The Licence Agreement is for a limited period of time on July 19, 2012. Specifically, between the hours of 6:00 p.m. and 7:00 p.m. Loplops would be permitted to set up the tent structure; between the hours of 7:00 p.m. and 10:00 p.m. Loplops would be permitted to serve alcoholic beverages and food; and between the hours of 10:00 p.m. and 11:00 p.m. Loplops would have the responsibility to promptly remove the tent structures from City property, and complete all necessary clean-up activities at their sole cost and expense.

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

The City received confirmation from the Alcohol and Gaming Commission of Ontario ("AGCO") that Loplops is the holder of a valid catering endorsement attached to its sales licence. Ontario Regulation 719 made under the Liquor Licence Act requires Loplops to submit a written form of notification of this event to the AGCO, Algoma Public Health and the City Fire, Building and Police Departments. Loplops is presently awaiting AGCO's approval for the "Pop Up Patios Event". Paragraph 4 of Schedule "B" to the Licence Agreement requires Loplops to provide written confirmation from AGCO that it has approved the Pop Up Patios Event by noon on July 18, 2012, failing which the Licence Agreement shall be terminated.

The City Legal Department has corresponded with the City Police and City Fire Departments with respect to the proposed "Pop Up Patios Event". Both the City Police and City Fire Departments support the proposal, provided that Loplops ensures compliance with any applicable legislation relevant to this event. Further, the City Building Department has reviewed the proposed "Pop Up Patios Event" and supports the proposal. The City Legal Department is also in receipt of correspondence from Algoma Public Health who has confirmed that it has no concerns with respect to the proposed "Pop Up Patios Event".

-more-

5(v)

IMPACT

There is no significant financial impact with the licence.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

By-law 2012-140 which appears elsewhere on the Agenda authorizes a Licence to Occupy City Property Agreement between the City, Loplops and the Downtown Association, and is recommended for approval.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor

Recommended for approval,



Nuala Kenny
City Solicitor

MBS/da

5(w)

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO
SOLICITOR/PROSECUTOR



LEGAL
DEPARTMENT

File No. P.4.6.437

2012 07 16

Mayor Debbie Amaroso and
Members of City Council

**RE: PURCHASE OF PROPERTY AT THE CORNER OF MCNABB STREET
AND SOUTH MARKET FROM DICK'S GARAGE LIMITED**

PURPOSE

The purpose of this report is to recommend to Council to authorize the acquisition of property from Dick's Garage Limited described as Part of Lot 15, Plan 51476 being Part 24 on Plan 1R-9431.

ATTACHMENT

Attached is a portion of Plan 1R-9431 showing Part 24.

BACKGROUND

Council may recall that it previously authorized the sale of City owned property at the corner of McNabb Street and South Market Street to Dick's Garage Limited. When the surveyor was preparing the necessary reference plan to transfer the property he identified an irregularity with an abutting piece of property. The City has built its sidewalk over a portion of the abutting property owned by Dick's Garage Limited being Part 24 on Plan 1R-9431. In order to correct this issue it is recommended that the City acquire this property from Dick's Garage Limited. Dick's Garage Limited has requested that the City pay a nominal amount of \$5,000 plus applicable Harmonized Sales Tax to compensate them for this portion of their property.

-more-

ANALYSIS

The purchase of the subject site will legalize the existing sidewalk location.

IMPACT

Not applicable.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

My recommendation is to pay the requested nominal amount of \$5,000 plus applicable Harmonized Sales Tax to Dick's Garage Limited for this property. By-law 2012-142 appears elsewhere on the agenda and is recommended for your approval

Respectfully submitted,


Nuala Kenny
City Solicitor


Joseph M. Fratesi
Chief Administrative Officer

NK/da
attachment

9. $\text{Zn} + 2\text{HCl} \rightarrow \text{ZnCl}_2 + \text{H}_2$

PT 19

PART 15

PART 20

PT 17

2

PLAN IR-9431

I REQUIRE THIS PLAN TO BE
DEPOSITED UNDER THE HISTORY
ACT

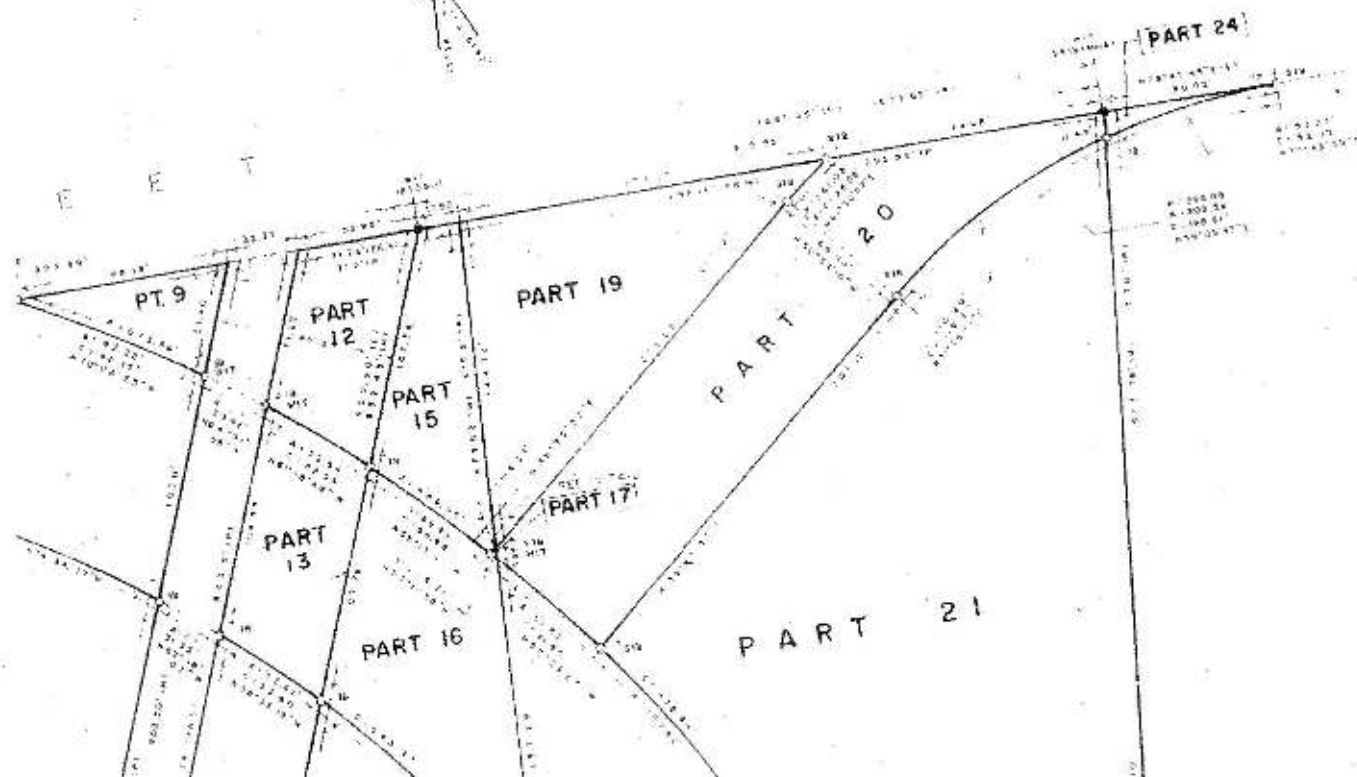
RECEIVED AND DEPOSITED

DATE June 25, 1927

DATE June 25, 1997

[Signature]
R. FORSBERG
OSTERIO L. S. S. S. S.

Post "Louise Reda"
DEPUTY LAND REGISTRAR FOR
THE REGISTRY DIVISION OF
ALBANY 1971



5(w)

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO
SOLICITOR/PROSECUTOR



LEGAL
DEPARTMENT

File No. B1

2012 07 16

Mayor Debbie Amaroso and
Members of City Council

RE: CONSTRUCTION OF FENCE AT 112 FORT CREEK DRIVE

PURPOSE

The purpose of this report is to seek Council's approval for a by-law made pursuant to Section 132 of the *Municipal Act*, authorizing entry onto a neighbour's property for the purpose of constructing a fence, subject to such conditions as Council may consider advisable.

BACKGROUND

The City Legal Department was contacted by Frank Caputo, owner of Capco Construction, located in the City of Sault Ste. Marie ("Contractor"). The Contractor advised that he was contracted by Bernie Logan and Joanne Logan, owners of the property known municipally as 112 Fort Creek Drive ("Logan Property"), to construct a fence. The Contractor advised that he commenced construction of the fence, which abruptly halted when Patrick Poluck, one of the owners of the adjoining property known municipally as 108 Fort Creek Drive ("Poluck Property") advised that the Contractor did not have permission to enter onto the Poluck Property.

The Contractor advised that construction of the fence can resume at any time, weather permitting, as soon as the issue of access is resolved. The Contractor further advised that access to a limited portion of the Poluck Property is required in order to construct the fence for the Logan Property.

Patrick and Eleanor Poluck are the registered owners of the Poluck Property.

-more-

Attached to this report is a copy of correspondence sent from the City Legal Department to Patrick and Eleanor Poluck, dated June 22, 2012. In this correspondence, the City confirmed the request for access to the Poluck Property for the purpose of constructing a fence at 112 Fort Creek Drive. The letter advised Mr. and Mrs. Poluck that City Council has authority under the Municipal Act to pass a by-law authorizing a person to go on to his neighbour's property to make repairs to a building, fence or other structure. The letter requested that Mr. and Mrs. Poluck confirm whether or not they consented to access by the Logans and their Contractor to the Poluck Property for the purposes of constructing a fence. The letter further advised that if consent was not provided, the matter would be brought forward to City Council.

The City Legal Department was subsequently contacted by Mr. Poluck who advised that he would not provide his consent to the access request made by Bernie and Joanne Logan. Mr. Poluck communicated his concerns, namely he did not want the Contractor to have unlimited access to his property. Further, he was concerned with damages his own property might suffer as a result of this construction given various plants and/or trees that were planted near the area of the fence.

ANALYSIS

Attached to this report is Section 132(1)(2) of the *Municipal Act*, which gives authority to City Council to authorize the owner or occupant of land to enter adjoining land, at reasonable times and under conditions that Council may consider advisable, for the purposes of constructing a fence on the land of the owner or occupant. Section 132 specifically states that such entry onto adjoining land is only to the "extent necessary to carry out the repairs or alterations".

The concerns voiced by Mr. Poluck are adequately addressed by Section 132 (1)(2) of the *Municipal Act*. Specifically, the Contractor would only be permitted to enter upon the adjoining land only "to the extent necessary to carry out the repairs or alterations" and therefore the Contractor is not permitted access to the entirety of the adjoining land. In this case, the Contractor has requested access to a distance of six feet from the property line onto the Poluck Property to complete the fence. Further, the City may impose time frames for completion of the work undertaken by the Contractor. The Contractor here estimates that it will take five (5) days to complete construction of the fence. Given various contingencies that may arise in construction (ie. weather, illness, construction materials, time) the by-law for consideration by Council provides the Contractor with two (2) weeks from the date of passing of the by-law to complete construction of the fence.

-more-

2012 07 16
Page 3

Further, Section 132(2)5. requires the Logans to restore the Poluck Property to its original condition and provide compensation for any damages caused by the entry onto the adjoining lands.

IMPACT

There is no financial impact to the City with respect to the passing of this by-law.

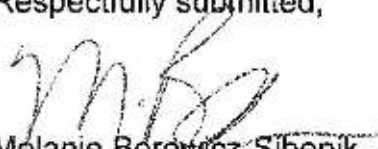
STRATEGIC PLAN

Not applicable.

RECOMMENDATION

By-law 2012-137 appears elsewhere on this agenda, and provides the Contractor with access to the Poluck Property located at 108 Fort Creek Drive for the purpose of construction of a fence at 112 Fort Creek Drive under conditions as set out in the by-law, and is recommended for approval.

Respectfully submitted,


Melanie Borowicz-Sibenik
Assistant City Solicitor

MBS/cf
attachment

Recommended for approval,


Nuala Kenny
City Solicitor

RECOMMENDED FOR APPROVAL


Joseph M. Fratelli
Chief Administrative Officer

5(x)

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO
SOLICITOR/PROSECUTOR



Ontario Canada
Celebrate 100!
1912 ~ 2012

LEGAL
DEPARTMENT

File No. B.1.3.

2012 06 22

Mr. & Mrs. Pat Poluck
108 Fort Creek Drive
Sault Ste. Marie ON P6C 5T9

Dear Mr. Poluck:

**RE: ACCESS REQUEST FOR THE CONSTRUCTION OF A FENCE AT
112 FORT CREEK DRIVE**

Mr. Bernie Logun has advised my office that he requires access over your property in order to construct a fence. I understand that you have not given consent to Mr. Logun for access to your property. I have been advised that construction commenced, however same abruptly halted when the access issue arose. I am further advised that construction can resume at any time, weather permitted, as soon as the issue of access is resolved.

As I have explained to Mr. Logun there is a section in the *Municipal Act* that allows City Council to pass a by-law to authorize a person to go onto his neighbor's property and make repairs or alterations to a building, fence or other structure. Unless between yourselves you can resolve this matter before July 6, 2012, I give you notice that there will be a report on the Council agenda along with a by-law authorizing Mr. Logun to have access to your property for the purposes of constructing the fence located on 112 Fort Creek Drive.

Upon receipt of this letter, I would kindly ask that you contact me to confirm whether or not you have provided your consent to Mr. Logun to access his

Page 1 of 2

5(x)

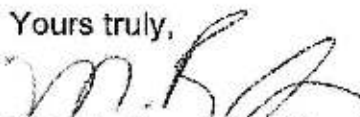
2012 06 22

Page 2

property for the purpose as indicated above. As stated, if consent is not provided or if I do not hear from you before July 6, 2012, the matter will be brought forward to City Council as indicated in the paragraph above.

I look forward to hearing from you at your earliest opportunity.

Yours truly,



Melanie Borowicz-Sibenik
Assistant City Solicitor
MBS/cf

c.c. Mr. Bernie Logun, 112 Fort Creek Drive

Staff/cathy/letters/Melanie 2012/Poluck neighbour access

Current to June 30, 2012

S.O. 2001, c. 25, s. 132

[eff since January 1, 2003](Current Version)

Municipal Act, 2001

S.O. 2001, c. 25

PART III SPECIFIC MUNICIPAL POWERS

HEALTH, SAFETY AND NUISANCE

SECTION 132

Repairs or alterations

132. (1) A local municipality may authorize the owner or occupant of land to enter adjoining land, at any reasonable time, for the purpose of making repairs or alterations to any building, fence or other structures on the land of the owner or occupant but only to the extent necessary to carry out the repairs or alterations.

Conditions

(2) The following apply to a power of entry under a by-law under this section:

1. The power of entry may be exercised by an employee or agent of the owner or occupant of land.
2. A person exercising the power of entry must display or, on request, produce proper identification.
3. Nothing in a by-law under this section authorizes entry into a building.
4. The owner or occupant shall provide reasonable notice of the proposed entry to the occupier of the adjoining land.
5. The owner or occupant of land shall, in so far as is practicable, restore the adjoining land to its original condition and shall provide compensation for any damages caused by the entry or by anything done on the adjoining land.

S.O. 2001, c. 25, s. 132, in force January 1, 2003 (Act, s. 485(1)).

5(y)

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO
SOLICITOR/PROSECUTOR



LEGAL
DEPARTMENT

File No. 13

2012 07 16

Mayor Debbie Amaroso and
Members of City Council

**RE: AUTHORIZED REQUESTER AGREEMENT (MUNICIPAL PARKING
TAG PROGRAM) BETWEEN THE CITY AND HER MAJESTY THE
QUEEN IN RIGHT OF ONTARIO, AS REPRESENTED BY THE
MINISTER OF TRANSPORTATION**

PURPOSE

The purpose of this report is to recommend to Council that it authorize the Authorized Requester Agreement (Municipal Parking Tag Program) between the City and Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation (the "Agreement").

BACKGROUND

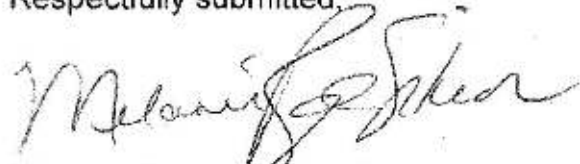
City Council previously authorized an Authorized Requester Agreement between the City and the Ministry of Transportation ("Ministry") under By-Law 2005-190, passed by City Council on the 14th day of November 2005. The Ministry has forwarded a revised Agreement to the City for authorization. The revisions update and clarify information contained in the original agreement. This has been a longstanding agreement between the City and Ministry, which provides the City with the ability to access information pertaining to driver, vehicle and motor carrier records for the Municipal Parking Tag Program.

-more-

RECOMMENDATION

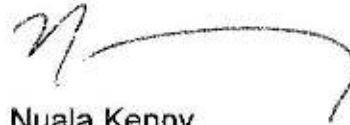
By-law 2012-143 which appears elsewhere on the agenda authorizes the Authorized Requester Agreement (Municipal Parking Tag Program) between the City and Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor

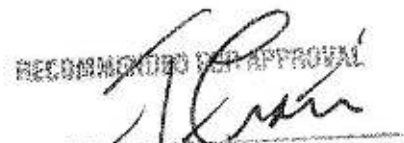
Recommended for approval,



Nuala Kenny
City Solicitor

MBS/cf

LEGAL\STAFF\COUNCIL REPORTS\2012\COMPUTER AGREEMENT JULY16,2012.DOC

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

Donald B. McConnell, MCIP, RPP
Planning Director



ENGINEERING & PLANNING DEPARTMENT

Planning Division

Tel: (705) 759-5368
Fax: (705) 541-7165

2012 07 16

Mayor Debbie Amaroso and
Members of City Council

RE: ARCHAEOLOGICAL SITE POTENTIAL ASSESSMENT

PURPOSE

As part of the 2010 Capital Works Budget, City Council approved funding for an archaeological site potential assessment of the community.

This study is a requirement of the Provincial Policy Statement which sets out land use planning requirements for municipalities in the Province of Ontario. Archaeological resources are scarce, fragile and nonrenewable and must be managed in a prudent manner if their significance is to remain meaningful for future generations.

The Provincial Policy Statement requires that:

"Significant built heritage resources and significant cultural heritage landscapes shall be conserved.

Development and site alterations shall only be permitted on lands containing archaeological resources or areas of archaeological potential if the significant archaeological resources have been conserved by removal and documentation, or preservation on site. Where significant archaeological resources must be preserved on site, only development and site alteration which maintain the heritage integrity of the site may be permitted.

Development and site alteration may be permitted on adjacent lands to protected heritage property where the proposed development and site alteration has been evaluated and it has been demonstrated that the heritage attributes of the protected heritage property will be conserved."

To satisfy this requirement, a Steering Committee with representation from the Municipal Heritage Committee and City staff was formed.

With the Committee's assistance, a Request for Proposals was issued and in January 2010 City Council authorized Archeological Services Inc. of Toronto to undertake a study identifying areas of potential archeological significance and to provide advice on follow-up implementation measures. This firm is the largest archaeological consulting company in Canada and has extensive experience with studies of this type.

This work has been completed and reviewed by the Committee. The consultant has provided two reports. The first is a planning study which sets out the approach used to determine areas of archaeological potential; summarizes existing legislation and recommends an approach to implementation. The second report describes both the pre-contact (prior to 1600 AD) and post contact history of the community, and the detailed research involved with creating the archeological site potential model. Both reports, along with an Executive Summary are available on the City's website.

In August 2011, City Council authorized a public open house which was held on October 5, 2011. As a result of additional information obtained at the open house, several changes were made to the final reports.

City staff was originally planning to include the required Official Plan Amendments as part of the Comprehensive Review of the Official Plan that is currently underway. However given that the OP Review will not be completed until later this year, staff are bringing this report forward at this time.

ANALYSIS

The overall purpose of the study was to identify those areas of archaeological potential within the city. New development approvals within these areas will require an archaeological assessment as a condition of approval.

A three-part study process was followed.

The first phase included the compilation of known archeological sites within the city and an overview of the settlement history related to potential archaeological resources. At present, there are 36 registered archeological sites within the city limits, which date from 10,000 years ago through to the 19th and early 20th centuries.

The second phase involved the development of the archaeological site potential model, based on known site locations, past and present land uses, and environmental, cultural and historical data.

The third phase included a review of relevant legislation and a recommended land use management strategy for dealing with both known and potential archaeological areas within the city.

IMPACT

Using the Ministry of Tourism and Culture's guideline, new development in more than 90 percent of the community would be subject to an archaeological assessment. Based on the work done by Archaeological Services Inc., this total has been reduced to approximately 51 percent.

Of those areas identified as having archaeological potential, 60.2 percent are in the Rural Area, 14.5 percent are zoned Environmental Management (creeks, wetlands) and have very little development potential and another 8.6 percent are existing parks. A portion of the airport and various residential, commercial and industrial properties comprise the remaining 16.7%.

It should be noted that all areas within the community are already approved for development subject to the regulations contained in the City's Zoning By-law. It is only when an Official Plan or Zoning By-law amendment, a new subdivision or a severance is proposed that an archaeological assessment may be required. Archaeological assessments should also be conducted when a work proposed by the municipality falls within an area of archaeological potential.

It is important that no grading or other in-ground work be done on a property that has been identified as having archaeological potential prior to an assessment being completed.

Archaeological assessments (similar to environmental assessments) are done in four stages as described below. Each stage is only conducted if the preceding phase determines the need for additional study.

- Stage 1 consists of background research on the land use history of the property
- Stage 2 consists of a field survey of the property
- Stage 3 consists of a more detailed site investigation and usually includes test pits
- Stage 4 consists of extensive excavation and preservation of artifacts where required

Recommended archaeological assessment requirements for the various types of development approvals are set out in the following chart.

Development Approval	Archaeological Assessment Requirement
• Official Plan Amendment • Zoning By-law Amendment • Severance – Urban Area • Within 250 m of a known archaeological site	Archaeological assessment if any portion of the affected lands is within an Archaeological Potential Area excluding those lands zoned Environmental Management.

• Subdivision Approval	Archaeological assessment if any portion of the affected lands is within an Archaeological Potential Area. This is a requirement of Ontario Regulation 544/02, Schedule 1.
• Severance – Rural Area	Archaeological assessment if any portion of the proposed development area is within an Archaeological Potential Area. The Committee of Adjustment may restrict development within certain areas as a condition of approval in lieu of an archaeological assessment where appropriate.
• Municipal Projects involving previously undisturbed land.	Archaeological assessment if any portion of the affected lands is within an Archaeological Potential Area.

City staff will use appropriate discretion in areas of previously disturbed soil.

Further, the following requirements will apply should human bones or artifacts be discovered during any construction project.

Type of Artifact	Required Actions
Human Remains	All work must immediately cease and the site must be secured. The Sault Ste. Marie Police, the Registrar of Cemeteries Regulation Section of the Ontario Ministry of Consumer Business Services (416-326-8494), the Cultural Program Branch of the Ministry of Tourism and Culture (416-314-7123) and the City's Engineering & Planning Department must be contacted immediately for further direction.
Deeply Buried or previously undiscovered artifacts	All work must immediately cease and the site must be secured. The Cultural Program Branch of the Ministry of Tourism and Culture (416-314-7123) and the City's Engineering & Planning Department must be contacted immediately for further direction.

The consultant has also recommended changes to the City's Official Plan. The Steering Committee has reviewed these recommendations and supports their adoption.

A copy of the draft Official Plan Amendment is attached.

The Steering Committee, Municipal Heritage Committee and Planning Advisory Committee have all reviewed and endorsed this report. Staff from the Ministry of Culture and Tourism has also reviewed the report and are in agreement with the recommendations.

STRATEGIC PLAN

Implementing a Community Archaeological Assessment is identified in the City's Corporate Strategic Plan as part of Strategic Direction 3: Enhancing Quality of Life. Specifically, it is one of seven activities listed as part of Objective 3B – Planning for the Future. Approval of the following recommendation will allow this project to be completed in a timely manner.

RECOMMENDATION

That City Council accept this report as information and authorize Public Notice for a City Council hearing to consider an Official Plan Amendment concerning Archaeological Site Potential Assessment Requirements to be held on September 10, 2012.

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner Engineering & Planning

DBM/ps

attachment(s)

G:\PLANDIV\Data\Archaeological Services Inc. Sept 2010 Master Plan\Final CC Archaeological Report.doc

**AMENDMENT NO.188
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment includes

LOCATION

This amendment applies to the entire community, including those areas which have been identified through the Archaeological Potential Study as having archaeological potential.

BASIS

These Amendments are necessary in view of the recently approved Archaeological Potential Study completed by Archaeological Services Inc.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

Council now considers it desirable to amend the Official Plan by adding a new section entitled '2.4.1 Archaeological Heritage Resources'. This amendment also includes adding a new Schedule to the Official Plan, entitled Schedule E - Archaeological Resources.

The new Policies and Schedule are attached.

INTERPRETATION

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

Editor's Notes:~~Crossed Out~~ – Text to be deleted**Highlighted** – Text to be added**2.3 Culture Policy Direction**

The residents of Sault Ste. Marie have created a community with a rich and diverse cultural heritage. It is important that this diversity be recognized within the community and efforts be made to preserve our diverse traditions and experiences.

As stated in the Municipality's Cultural Policy the Plan does support:

CU.1 Promoting and encouraging the community's cultural identity and diversity.

CU.2 Encouraging the appreciation and enjoyment of culture.

2.4 Built Heritage

Each major theme in Canadian History is represented in the history of Sault Ste. Marie. Throughout the City, there are several locations and structures that serve as a link to this past. These sites are part of the City's cultural heritage and should be preserved for the benefit of local residents and visitors to the City. Two examples include the Ermatinger Old Stone House and the Sault Ste. Marie Lock.

Heritage resources include, but are not restricted to, archaeological sites, buildings, structures, monuments, cairns, plaques, structural remains of historical and architectural value, and groups of distinctive structures in a specific area, districts or landscapes of historic or scenic interest and significant vistas and ridge-lines.

The following policies may be implemented with the advice, assistance and recommendations of the Local Architectural Conservation Advisory Committee (LACAC), other recognized advisory bodies and the Ministry of Citizenship, Culture and Recreation.

HE.1 Identify, map and maintain an inventory of the following:

- Isolated structures, buildings, sites, areas, neighbourhoods of historical, archaeological, architectural, physical, aesthetic or cultural significance, and medium to high archaeological potential sites,
- Significant cultural or natural landscapes, units, corridors, significant vistas and ridge-lines,

- Nationally and Provincially significant Historic or Prehistoric sites.

HE.2 Pursuant to the Ontario Heritage Act Council may,

- Designate properties to be of historic or architectural value or interest or,
- Define and/or designate areas as heritage conservation districts or neighbourhoods.

HE.3 It is not always possible to preserve all buildings or sites of historical, architectural or archaeological worth, but their significance shall be assessed and recorded prior to demolition or alteration.

HE.4 Wherever possible, heritage resources shall be managed in a manner that perpetuates their functional use while maintaining their heritage value and benefit to the community.

HE.5 Historical monuments, cairns and plaques shall be preserved.

HE.6 The demolition and alteration of heritage resources shall be controlled.

HE.7 All development applications shall be reviewed for their impact on existing heritage resources.

HE.8 The preservation or rescue excavation of significant architectural resources shall be encouraged.

~~HE.9 An Archaeological impact assessment meeting the Ministry of Citizenship, Culture, and Recreation guidelines shall be required for development that impacts medium to high potential archaeological sites.~~

2.4.1 Archaeological Heritage Resources – Schedule E

It is this Plan's goal to recognize, protect and conserve archaeological sites. The areas of the community with archaeological potential are shown on Archaeological Resources Schedule E. The following policies will implement the 2011 Archaeological Potential Study:

2.4.1.1 Where lands proposed for development may include archaeological resources, or where such lands are located within an area of archaeological potential, as shown on Schedule E, the following studies must be conducted by a licensed archaeologist, at the expense of the owner or applicant:

Development Approval	Archaeological Assessment Requirement
• Official Plan Amendment • Zoning By-law Amendment • Severance – Urban Area • Within 250 m of a known archaeological site	Archaeological assessment if any portion of the affected lands is within an Archaeological Potential Area excluding those lands zoned Environmental Management
• Subdivision Approval	Archaeological assessment if any portion of the affected lands is within an Archaeological Potential Area. This is a requirement of Ontario Regulation 544/02, Schedule 1.
• Severance – Rural Area	Archaeological assessment if any portion of the proposed development area is within an Archaeological Potential Area. The Committee of Adjustment may restrict development within certain areas as a condition of approval in lieu of an archaeological assessment where appropriate.
• Municipal Projects involving previously undisturbed land	Archaeological assessment if any portion of the affected lands is within an Archaeological Potential Area.

2.4.1.2 Archaeological assessments may not be required in areas that have been subject to previous intensive and extensive soil disturbance.

2.4.1.3 The City will encourage the conservation of any archaeological resources that may be identified by the City, Province or other group or agency, and will continue to enforce municipal and provincial legislation with respect to the discovery of items of archaeological or historic interest on a property.

2.4.1.4 The City will cooperate with the Provincial Government to designate archaeological sites in accordance with the Ontario Heritage Act.

2.4.1.5 The City will keep confidential the existence and location of archaeological sites to protect against vandalism, disturbance and the inappropriate removal of resources, as per the Ministry of Tourism and Culture and the City of Sault Ste. Marie data sharing agreement.

2.4.1.6 All archaeological assessment reports must be reviewed and a compliance letter issued by the province and a copy of the assessment report will be provided and held by the City for information purposes.

2.4.1.7 A contingency plan must be prepared, with the advice of a licensed archaeologist and/or the Ministry of Tourism and Culture and adopted by

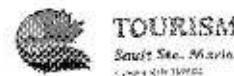
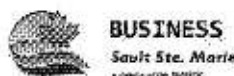
by-law, for emergency situations to protect archaeological resources on accidental discoveries or under imminent threat(s).

2.4.1.8 Where burial sites are encountered during any excavation or other action, the provisions of the Cemeteries Act and its regulations will apply. Where there are First Nations burials, they will be addressed by consultation with all relevant First Nations communities.

Type of Artifact	Required Actions
Human Remains	All work must immediately cease and the site must be secured. The Sault Ste. Marie Police, the Registrar of Cemeteries Regulation Section of the Ontario Ministry of Consumer Business Services (416-326-8494), the Cultural Program Branch of the Ministry of Tourism and Culture (416-314-7123) and the City's Engineering & Planning Department must be contacted immediately for further direction.
Deeply Buried or previously undiscovered artifacts	All work must immediately cease and the site must be secured. The Cultural Program Branch of the Ministry of Tourism and Culture (416-314-7123) and the City's Engineering & Planning Department must be contacted immediately for further direction.

---SCHEDULE E---

5(aa)



July 11, 2012

Her Worship Debbie Amaroso and City Council
City of Sault Ste. Marie
99 Foster Dr.
Sault Ste. Marie, Ontario

Dear Mayor and Council,

In response to your request that the Sault Ste. Marie Economic Development Corporation provide regular updates on the progress of Sault Ste. Marie Economic Development Corporation's SSM/OLG Modernization Opportunity - EDF funded project, please find enclosed the following report and attached RFP materials and related timetable.

The SSMEDC Request for Proposal process is well underway. The RFP was released on Monday, June 9, 2012 and the deadline for proposal submissions is Friday, July 20, 2012. Initial enquiries about the RFP to date indicate a solid response to it. Consulting firms have the option of bidding on one, two or all three elements of the project including: project management; strategic planning and implementation, as well as; marketing communications and promotion. Details on the consultant's selection process, proposal details and budget are outlined in the RFP document.

The SSM/OLG Modernization Advisory Committee (SOMAC) will be meeting tomorrow morning to discuss the progress of this initiative as well as discuss how best to effectively implement the strategy described in the RFP. Members of the Committee include: the Sault Ste. Marie MPP, Mayor, CAO, SSMEDC/Chamber Rep., an OLG Representative (as observer) and SSMEDC staff.

The Sault Ste. Marie Economic Development Corporation is currently undertaking research and work associated with this project and is establishing a small working committee to drive this initiative forward. The time frames for this project will be largely driven by the OLG procurement process. Both of OLG's formal requests for information (RFI) on lottery and gaming will be submitted by August 2, 2012.

Over the course of August and September the SSMEDC and its consultants will be developing and implementing the strategy described herein. And as City Council is aware, the CAO outlined the city's position with respect to land-based gaming (i.e. a community casino) as part of this RFI process. It is expected a similar letter will be sent to the OG describing the City's position with respect to lottery later this month.

I will be available to respond to questions at city Council on Monday night July 16, 2012.

Thank you
Tom Dodds



OLG Modernization
Strategic Economic Development Opportunity for Sault Ste. Marie
(also known as the SSM/OLG Modernization Opportunity)

TERMS OF REFERENCE/SCOPE OF WORK

I. INTRODUCTION

The Sault Ste. Marie Economic Development Corporation (SSMEDC) is seeking to employ one or more qualified firms ("Consultants") to assist the community in successfully securing direct economic, employment and business benefits resulting from the Province and Ontario Lottery and Gaming Corporation's (OLG) process of modernizing lottery and gaming in Ontario. The overarching objective is to grow the Sault Ste. Marie economy through the OLG's modernization and related procurement processes, thereby, retaining and increasing employment as well as creating wealth in the community.

The City of Sault Ste. Marie, its citizens and the Sault Ste. Marie Economic Development Corporation are confident that private sector firms ("L & G Organizations") who have expressed interest to OLG in submitting in lottery, gaming, and related business delivery proposals – particularly the successful bidders in OLG's modernization procurement process – will learn to appreciate the significant competitive advantages in locating their operations in this community as they are made aware of them.

The following terms of reference are designed to guide Consultants, who are interested in responding to the SSMECD's request for proposals process, and who are prepared to work with the SSMECD and community.

II. BACKGROUND

In 1986, a progressive effort was undertaken by David Peterson's Liberal minority government to relocate and establish government organizations in major urban centres in Northern Ontario. The "Northern Ontario Relocation Program" involved the moving of eight different ministries and agencies encompassing approximately 1,600 government jobs to Thunder Bay, Sault Ste. Marie, North Bay and Sudbury. This major policy initiative resulted in the establishment of Ontario Lottery Corporation head office in Sault Ste. Marie. This undertaking ultimately provided significant economic benefits to the community and, at its peak, OLG employed over 850 people, generating a payroll of well over \$60 million annually - most of which was spent in the community – thereby establishing a greater level of economic stability and helped offset the cyclical nature of the region's resource and commodity based economy. Over the 25 years

since being established in Sault Ste. Marie, the Ontario Lottery Corporation and its evolution to the Ontario Lottery and Gaming Corporation have become fundamental elements of the Sault Ste. Marie economy and are achieving the objectives established by the Northern Ontario Relocation policy.

On March 12, 2012, Rod Phillips, OLG president and CEO, announced the release of the corporation's report entitled Modernizing Lottery and Gaming in Ontario. (Attachment A). The primary report recommendations focus on:

- becoming more customer focused
- engaging regulated private sector delivery of lottery and gaming
- renewing OLG's role in oversight of lottery and gaming

The vision for OLG in the Future as stated in this modernization plan is as follows:

"In 2017, OLG is a modern, sustainable organization. There are some 2,300 net new lottery and gaming industry jobs and an estimated 4,000 service sector jobs; about \$3 billion has been invested in private capital in Ontario; and OLG has increased Net profit to the Province by an additional \$1.3 billion annually – all while upholding responsible gambling standards."

(Modernizing Lottery and Gaming in Ontario – Strategic Business Review/Advice to Government, page 3.)

OLG plans to engage regulated private sector providers to expand lottery and gaming in Ontario. The process will begin with a multistage, competitive and transparent procurement process that includes a request for information (RFI) followed by a Request for Pre-qualification (RFPQ) and a request for proposal (RFP). Please refer to Reference B for further information.

This modernization plan has significant implications for the City of Sault Ste. Marie. The Ontario Lottery and Gaming Corporation's head office is located in the community's downtown. As of February 2012, the head office at Foster Drive employed 563 persons with an annual payroll of \$45.6 million. It is one of the largest employers in the City. In addition, the community also has an OLG Casino, which employs approximately 300 persons and has an annual payroll of \$15.4 million.

When the modernization procurement process is complete, much of the OLG's organizational and operational functions in lottery, gaming and related business services will be delivered by regulated, private sector providers. It appears to the SSMEDC that should these regulated, private sector providers - contracted by OLG - choose to physically locate the delivery of organizational and operational functions (inc. employees) and activities, previously undertaken by OLG, outside of Sault Ste. Marie, there will more than likely be a significant negative economic and employment impact on the community. Should the delivery of these

functions be located in Sault Ste. Marie, there will more than likely be a significant economic and employment benefit for the community. Therefore, the City and the SSMEDC require expertise in lottery and gaming, project management, as well as expertise in communications, marketing and promotional activities to enable the community to make a strong business case for private sector providers to locate their staff and operations in Sault Ste. Marie. The efforts of the consultants will be complemented by support from the SSMEDC on an ongoing basis through the provision of management, administration and technical resources to advance this initiative overall.

III. KEY CONSIDERATIONS

By 2013, the OLG expects to announce implementation of elements of its modernization plan, including its transformed business structure as well as the new regulated private sector providers of lottery and gaming in the Province. Therefore OLG's modernization procurement process will be completed by the end of 2012 (calendar year). This provides a very short time frame in which the city will be able to actively market and promote itself as the preferred location for private sector, lottery and gaming organizations providing services to OLG.

There are two major procurement processes currently underway. The first is entitled, Modernizing Land-based Gaming in Ontario (RFI# 1213-001) and the second is referred to as Modernizing Lottery in Ontario (RFI# 1213-002). Both of these procurement processes have already been initiated. The City of Sault Ste. Marie has provided comments to OLG concerning the land-based gaming RFI (Attachment C).

The primary focus of these terms of reference is the Modernizing **Lottery** in Ontario procurement process. However it is recognized that many of the competitive advantages that Sault Ste. Marie may be able to offer private sector lottery providers may also apply to land-based gaming providers as well.

A review of the timetable in the RFI document for the OLG functions indicates the following:

OLG Land-based Gaming in Ontario Procurement Process - General timeframe

Stage I : (RFI) process:

- Issuance of RFI documents - May 17, 2012
- Deadline for respondents to submit requests for clarification and questions - June 18, 2012
- Issue response to questions document - Tuesday, June 25, 2012

- Last day for issuance of addenda (except addenda related to timetable changes) - Wednesday, June 27, 2012
- Deadline for submission of RFI Submissions (Submission Deadline) - July 4, 2012

Stage II: Request for Pre-qualification (RFPQ): Late Summer or early Fall 2012

- **details TBD**

Stage III: Request for proposals: Fall or early Winter 2012

- **details TBD**

OLG Lottery in Ontario- General timeframe

Stage I: (RFI) process:

- Issuance of RFI documents - Thursday, June 7, 2012
- Deadline for respondents to submit requests for clarification and questions - Monday, July 16, 2012 at 2 p.m. local time
- Issue response to questions document - Tuesday, July 24, 2012
- Last day for issuance of addenda (except addenda related to timetable changes) - Wednesday, July 25, 2012
- Deadline for submission of RFI Submissions (Submission Deadline) - Thursday, August 2, 2012 at 2 p.m. local time

Stage II: Request for Pre-qualification (RFPQ): Early Fall 2012

Stage III: Request for proposals: Fall or early Winter 2012

Refer to Attachment D for further details. OLG's procurement process for its modernization plan is multi-stage, competitive and transparent. The SSMECD's approach to this process is to provide comments and recommendations, where appropriate and wherever possible to OLG as the procurement process unfolds – (e.g. at the RFI stage). The objective through Stages II (Pre-qualification) and Stage III: Request for Proposal (RFP) - would be to focus primarily on engaging private sector providers seeking to prequalify and submit for proposals through the lottery procurement process.

While the consultant's expertise will be sought as soon as possible on all aspects of the modernization plan once the SSMECD RFP processes is complete, it is the expectation of the SSMECD that the consultant will focus their time and efforts in Stages II and III.

III. OBJECTIVES AND TASKS

The Consultant or Consultants selected by the SSMEDC will work with and support the Corporation's efforts to be the preferred and most commercially competitive site and chosen location for all private L & G Organizations selected by OLG through its procurement processes.

A critical element of this project is to demonstrate that the City of Sault Ste. Marie is the most cost-effective and preferred operational location for private sector lottery and gaming organizations that are or will be participating in the OLG procurement process. Equally critical is to present and communicate this information to all parties involved in the procurement process, including potential private sector providers, the OLG and its senior management as well as the Province of Ontario.

Objectives:

The successful firm or firms will be responsible for all or part of the following associated with OLG's modernization plan:

- To immediately prepare a comprehensive, targeted and detailed business case(s) on Sault Ste. Marie's competitive advantages for private sector firms who may be interested in bidding on OLG contracted programs and services.
- The SSM business case(s) would promote the benefits, cost savings, human resource advantages and commercial growth opportunities that firms would receive by basing their business services and operations in the community. It would be made available to the OLG Board Directors, OLG senior management, Ontario Ministry staff and in particular to private sector organizations who may be interested in bidding on OLG contracted programs and services.
- To outline to OLG, the Province and participating third parties how the community can support OLG's strategic direction: to become more customer-focused; to expand regulated private sector delivery of lottery and gaming, and to increase support for responsible gambling while renewing OLG role in oversight of lottery and gaming.
- To undertake a proactive marketing and communications strategy designed to create greater awareness of the opportunities and resources that the community offers for firms who may potentially undertake these contracted OLG services.

Tasks:

Some examples of tasks associated with undertaking these objectives include the following:

- assist and enable the SSMEDC and City to understand and take full advantage of the OLG lottery and gaming related procurement processes;
- identify those private sector gaming, lottery and other relevant organizations at the provincial, national and international level who would be candidates for qualification under the OLG procurement process, with a higher probability of success in the procurement process;
- identify the business requirements and key operational factors that these lottery and gaming related organizations would need to consider when responding to the various OLG procurement processes, particularly when these firms consider: the business model they will employ; how they will interface between OLG and other service providers and potential compensation structures;
- assess all facets of Sault Ste. Marie's capacity to accommodate the prospective lottery and gaming related organizations noted, their business and operational requirements and other related factors necessary to enable them to submit a competitive proposal to undertake specified gaming, lottery and related delivery of services and support to OLG and to gaming and lottery generally in Ontario;
- develop strategies and approaches for the SSMEDC and City to market and promote the benefits, opportunities and competitive advantages the community can offer to these organizations and assisting the SSMEDC in their implementation.
- assist the SSMEDC in building effective working relationships with key lottery and gaming organizations involved in this procurement process and modernization plan, particularly the Ontario Lottery and Gaming Corporation, Canadian Gaming Association and organizations that qualify for participation in the OLG modernization procurement process;
- work with the SSMEDC and community advisory committee to negotiate appropriate arrangements with these organizations.

VI. PROJECT REQUIREMENTS:

Consultants are being sought to undertake any or all of the following initiative elements, which will be undertaken on a concurrent basis. Consultants will be required to work closely with all parties and have proven track record of having done so on previous projects and assignments. The following project elements will be undertaken in a concurrent basis.

- **Part I: Project Management**

- reporting to the CEO of the SSMEDC, this consultant will be responsible for the overall coordination, management and necessary facilitation of this project
- this will include but not limited to:
 - organizing and preparing for teleconference meetings and on-site meetings as required;
 - regular progress reports as required;
 - development and monitoring of critical path and work plans
 - preparation of appropriate briefing materials and presentations
- these tasks and work will be undertaken in close communication with the CEO and staff of the SSMEDC and other consultants as required.

- **Part II: Strategic Planning and Implementation**

- reporting to the CEO of the SSMEDC, this consultant will be primarily responsible for undertaking the work noted in the **objectives and tasks** section above in order to prepare the appropriate plans and implementation strategies. This includes where necessary providing expertise, information, facilitation, liaison, contacts and other related activities in order to achieve the objectives noted.

- **Part III: Marketing, Communications, & Promotion**

- reporting to the CEO of the SSMEDC, this consultant will be primarily responsible for providing advice and expertise as well as development of marketing, communications and promotional materials necessary to create broad awareness and understanding of the competitive advantage of locating business private sector lottery and gaming business operations in Sault Ste. Marie

IV. Project Management Structure

The consultant(s) will report to the SSMEDC Chief Executive Officer who will be supported and advised by a community advisory committee consisting of the following individuals:

- Member of Provincial Parliament, Sault Ste. Marie
- Mayor, City of Sault Ste. Marie
- Chief Administrative Officer, City of Sault Ste. Marie
- Representative of the Boards Sault Ste. Marie Chamber of Commerce and SSMEDC
- Executive Director, Business Division, SSMEDC
- Ontario Lottery and Gaming Corporation representative (Observer)

Known as the **SSM/OLG Modernization Committee**, this group will meet as required to discuss the progress of this initiative as well as determining how best to effectively implement the strategy noted.

In addition, SSMEDC staff resources will also be made available to undertake this effort and will be supporting senior management and the consultants in this effort

VI. Deliverables

The deliverables required for this assignment include the following:

- **Part I: Project Management:** Project management plan, critical path and relevant meeting schedule, biweekly status reports and final project management report;
- **Part II: Strategic Planning and Implementation** of a report addressing the above noted items including a strategic assessment report of the OLG procurement processes associated with the modernization plan and its implications for Sault Ste. Marie (e.g SWOT)
- **Part III: Marketing, Communications, & Promotion** of a marketing and promotional plan, including some strategies and tactics to achieve the objectives noted;
- **Implementation** of mutually agreed-upon elements of the plan.

VI. Proposal Selection Process

The following are the instructions and requirements for the submission of proposals to the SSMEDC. These Proposals are to be submitted to the Sault Ste. Marie Economic Development Corporation required no later than 4:30 PM July 20, 2012

A consultant selection committee may be comprised of representatives from SSMEDC, City of Sault Ste. Marie and others to review the RFP's based on a set of weighted criteria.

Selection Criteria

Proposals will be evaluated based on the following criteria (but not necessarily limited to) and dependent upon which Part of the initiative is being bid on :

1. Demonstrated experience in Part I Project Management, and/or Part II Strategic Planning and Implementation, and/or Part III Marketing, Communications and Promotions (10%), particularly in working with communities and relevant organizations in similar circumstances

2. Proven success in areas of Project Management, and/or Strategic Planning and Implementation, and/or Marketing, Communications and Promotions (35%).
3. A demonstrated clear understanding of the scope of the project(s) highlighting key project deliverables, proposed tactics to meet budget, proposed work plan and the provision of meaningful results (35%).
4. Demonstrated ability to integrate work with other parties to complete all three portions of scope of work (if required) 10% in achieving the identified objectives and completing the identified tasks.
5. Knowledge of the organizations, operations, decision-making processes, corporate culture and key decision-makers in lottery and gaming sectors in Ontario, Canada and North America, the Ontario Lottery and Gaming Corporation and other relevant organizations in the province of Ontario (10%).

Your proposal will entail the following items:

- The title page of the proposal must contain your firm's name, address, telephone number, principal contact, fax number and email address;
- A brief description of your firm, its clients, its history, projects relevant to this assignment, staff to be assigned this project;
- A summary of your understanding of the proposal and demonstration of meeting or exceeding the selection criteria;
- An outline of the services to be provided;
- Project management plan and descriptions of methodologies to be employed, including critical path, phasing and tasks to be completed;
- Work plan/schedule; the proposal shall include a time schedule estimating the time required to complete each component of the assignment;
- Address all aspects with regards to the Terms of Reference/Scope of Work/Requirements;
- Your firm's experience in similar projects;
- Samples/descriptions of previous relevant work;
- Details of the Methods of Performing the Services as called for; the proposal shall include a list of phases and tasks to be completed;
- A listing of the personnel assigned to carry out this work, the specific responsibilities of each member of the team and resumes of each person's qualifications and experience as related to this project;
- Relevant Client references and a list of clientele;
- Provide an overview of how the project will be managed and the process to be used by your company;

- Cost(s) to the Sault Ste. Marie Economic Development Corporation. Proponents are to submit complete pricing details as asked for in the requirements under "The Proposal Objectives."
- Any other supporting information you may wish to include with your submission.

Budget

Proponents are advised that the general budget allocation for all parts of this project will not exceed a combined total of \$ 90,000 inclusive of all taxes and disbursements.

Proponents are also advised that explicit agreement should be provided indicating that the quoted price is good for 60 days.

RFP Submission

Responses to this "Request for Proposal" should indicate which portion of the RFP component you are bidding on (Project Management and/or Strategic Planning and Implementation and/or Marketing, Communications and Promotion)

Responses to this "Request for Proposal" need to be concise with a maximum of 10 pages, a detailed budget and the supporting attachments (resumes of team members, examples of previous work, etc. RFP's are required to be received in electronic format (MS Word or PDF file) with no single email being over 4MG or if by CD, three copies should be provided. In addition to the electronic copy(s), three hard copies of the complete package must be submitted.

Attachments of previous work can be provided if appropriate to support statements of past work experience.

Kindly contact myself, Debbie LaFleur, at 705 759 5432 if you have any questions regarding the submission formatting for the project.

Submissions must be received by confirmed email by 4:30 pm local time on Friday, July 20, 2012 to the email indicated below. Proposals received after that time will not be considered.

SSMEDC

C/O Debbie LaFleur

99 Foster Drive, Level One

Sault Ste. Marie ON P6A 5X6

705 759 5463

d.lafleur@ssmedc.ca

The content of the proposal and all documentation of information submitted shall be held in confidence by SSMEDC subject only to the provision of freedom of information and privacy legislation, including without limitation the Municipal Freedom of Information and Protection of Privacy Act. All Proponents will be notified, in writing, of the successful Proponent's name and address only after the award has been made.

ATTACHMENTS/REFERENCES**GENERAL INFORMATION**

Attachment A: Strategic Business Review: Modernizing Lottery and Gaming in Ontario

Reference B: Backgrounder - OLG's Procurement Process for Modernization Plan May 17, 2012

- http://media.olg.ca/?p=nmw_news_detail&i=a76f8982-a68c-42cd-8194-f49cbd10eed6

Attachment C: June 14, 2012 Correspondence from Sault Ste. Marie CAO Joe Fratesi to the Ontario lottery and gaming Corp. concerning the procurement process for the modernizing of land-based gaming in Ontario.

Attachment D Ontario Lottery and Gaming Corporation Procurement Timeframe for Modernization

OTHER ATTACHMENTS:**General:**

Modernizing Lottery and Gaming Ontario: Overview - Background Briefing.

OLG Modernization: a Strategic Economic Development Opportunity for Sault Ste. Marie

Lottery:

- Lottery: RFI 1213 – 002 Modernizing Lottery in Ontario
- Lottery: RFI - RFPQ backgrounder May 17, 2012 final

Gaming:

- Gaming: RFI 1213 – 001 modernizing land-based gaming and Ontario - municipality and OLG employee copy.
- Gaming: RFI Announcement Gaming – news release May 17, 2012.
- Gaming Zones: Backgrounder May 17, 2012.
- Gaming: Summary of Gaming RFI.
- General Invitation Regional Info Session – Northern – June 8, 2012
- General Final Master Regional Info Session – Northern.
- General Municipal RFI Take Away Messages - Final

Other References

- OLG MODERNIZING ONTARIO'S LOTTERIES: June 7, 2012
 - http://media.olg.ca/?p=nmm_news_detail&i=0bb740b8-5ae8-4ba9-87d1-bc711cafd4e
- BACKGROUNDER - MODERNIZING LOTTERIES IN ONTARIO JUNE 7, 2012
 - http://media.olg.ca/?p=nmm_news_detail&i=2408c9f3-ee4a-4bc3-9d53-8caca6b25110
- OLG SEEKS INPUT ON EXPANSION OF PRIVATE-SECTOR GAMING: MAY 17, 2012
 - http://media.olg.ca/?p=nmm_news_detail&i=7c866610-d334-4980-ab29-ff7628f1df4f
- BACKGROUNDER - OLG GAMING ZONES - MAY 17, 2012
 - http://media.olg.ca/?p=nmm_news_detail&i=ff317c22-ea27-4ef3-a478-773d2dfb9bd0

5(aa)

For Discussion

SSM/OLG Modernization Opportunity Critical Path & Procurement Process:

Key Dates - General Timeframe - Short Term

XXX- Gaming
XXX - Lottery
XXX -- SSM Action

Stage One: (RFI) process:

- Issuance of RFI Gaming documents - May 17, 2012
- Issuance of Lottery RFI documents - Thursday, June 7, 2012
- Deadline for respondents to submit requests for clarification and questions relating to Gaming RFI - June 18, 2012
- OLG Issues response to Gaming RFI questions document - Tuesday, June 25, 2012
- Last day for issuance of Gaming RFI addenda (except addenda related to timetable changes) - Wednesday, June 27, 2012
- DRAFT RFP CIRCULATED TO CITY AND SSMEDC STAFF JUNE 28, 2012
- DRAFT RFP CIRCULATED TO SSM/OLG MODERNIZATION COMMITTEE - MEETING REQUESTED - JUNE 29, 2012
- Deadline for submission of RFI Gaming Submissions (Submission Deadline) - July 4, 2012
- SSMEDC'S FINAL SSM/OLG MODERNIZATION RFP RELEASED, ADVERTISED AND CIRCULATED INTERESTED PARTIES - JULY 9, 2012
- FIRST SSM/OLG MODERNIZATION COMMITTEE HELD - WEEK OF JULY 9-13, 2012
- Deadline for respondents to submit requests for clarification and questions related to Lottery RFI - Monday, July 16, 2012 at 2 p.m. local time
- CONSULTANTS DEADLINE FOR SUBMISSION OF PROPOSALS 4:30 PM JULY 20, 2012
- OLG Issues response to Lottery RFI questions document - Tuesday, July 24, 2012
- Last day for issuance of Lottery RFI addenda (except addenda related to timetable changes) - Wednesday, July 25, 2012
- CONSULTANTS SELECTED AND ADVISED OF CONTRACT AWARD - JULY 27, 2012
- Deadline for submission of Lottery RFI Submissions (Submission Deadline) - Thursday, August 2, 2012 at 2 p.m. local time
- INCEPTION DOCUMENTS FOR CONSULTANTS COMPLETED - AUGUST 3, 2012

Stage II: Request for Pre-qualification (RFPQ): Early Fall 2012

Stage III: Request for proposals: Fall or early Winter 2012



6(6)(a)

Jerry D. Dolcetti, RPP
Commissioner

Donald B. McConnell, MCIP, RPP
Planning Director



ENGINEERING & PLANNING DEPARTMENT

Planning Division

Tel: (705) 759-5368
Fax: (705) 541-7165

2012 07 16

Mayor Debbie Amaroso and
Members of City Council

RE: Application No. A-21-12-T – filed by Earl Thompson

PURPOSE

The applicant is requesting a Temporary Rezoning to permit the continuation of the existing office supply business on the subject property.

PROPOSED CHANGE

The applicant is requesting to rezone the subject property by way of a temporary use approval to permit an office supply business, for a period not to exceed three (3) years.

Subject Property:

- Location – The subject property is located on the north side of River Road, approximately 120m west of its intersection with Dacey Road. 226 River Road.
- Size – 19.8m frontage by 65m
- Present Use – Single Detached Residential, home day care and Office Supply Business
- Owner – Earl Thompson

BACKGROUND

There have been no previous applications upon the subject property.

ANALYSIS

Conformity with the Official Plan

The subject property is designated 'Residential' on Land Use Schedule 'C' of the Official Plan. Residential Policy 7 notes that 'commercial development of less than 200m² (2153sq.ft.) may be permitted on lands designated Residential without an Official Plan amendment. The business does not encompass more than 200m².

Furthermore, Section 4.4 of the OP notes that 'Council may pass by-laws to authorize the temporary use of land for a purpose that is otherwise prohibited by the zoning by-law, for a period not exceeding three years. In considering the passing of

temporary use by-laws, Council shall have regard to the compatibility and impact on abutting uses and municipal infrastructure....'

Therefore, the Applicant's request for a temporary rezoning to permit an office supply business for three years conforms to the policies of the Official Plan.

Comments

The applicant, Earl Thompson is requesting a three year temporary rezoning to permit the continuation of an office supply business from his residence. The business has operated for approximately 15 years.

Mr. Thompson notes that the business is small-scale, consisting of an enclosed (16'x7') utility trailer and a (20'x24') garage (see site plan attached). Supplies are either shipped directly to customers, an off-site warehouse or to the subject property, where they are stored and delivered to customers via the utility trailer and van. Items shipped to an off-site warehouse are either brought to the subject property or delivered directly from the warehouse to the end customer.

The character of the area is single detached residential. The 'Air Dale' property, located across the street, does have a special exception to permit small engine repairs, however this use has ceased to exist in recent years and the property appears to be dormant. There is also a legal non-conforming industrial use directly across the street from the subject property, however this use should not be used to define the character of the area, as it is legal non-conforming, which assumes that over the long term, the use will eventually cease to exist at that location.

The impacts to nearby and especially abutting residential uses is paramount when assessing applications of this nature. Although small scale, this use falls under the zoning definition of a 'Warehousing, Wholesaling and Distribution Centre.' The applicant notes that on occasion, deliveries are accepted at the subject property. In most cases, supplies are delivered by a 'UPS' or 'Fedex' vehicle, however in the past, there have been occasional deliveries from larger vehicles and transport trucks. Recognizing that such delivery vehicles were not appropriately connected to a business in a residential zone, the applicant has recently secured warehouse space so that larger deliveries are dropped off-site and then picked up by the applicant and either brought directly to the customer or back to the subject property.

Public Comments (Attached)

Up until the drafting of this report, a total of 7 letters have been received. Five of the letters are in support and two are against.

The owners of 222 River Road abut the subject property to the west. The attached letter outlines a number of concerns and includes pictures showing the utility trailer, outdoor storage associated with the business and large delivery vehicles. Given the driveway and garage are located upon the western portion of the property; Mr. and Mrs. Girard are most impacted by the day to day operations of the business. All other neighbouring residences are buffered by existing buildings and structures, and at this point there are no homes directly across the street from the subject property.

Mr. and Mrs. Girard state that large delivery vehicles and the 'constant' use of the utility trailer has been an increasing nuisance as the business expands. More specifically, noise associated with the opening and closing of the trailer doors, and noise and exhaust from idling delivery vehicles. The objectors also indicate that their bedroom window is within approximately 10' of the utility trailer.

The correspondence also notes that office supplies are 'consistently' stored outdoors under tarps and that storage also occurs within other accessory buildings upon the subject property, beyond the utility trailer and garage, as originally stated by the Applicant.

The objector's are also concerned that given the clay soils in the area, the weight of delivery vehicles and the utility trailer could result in property damage. The Applicant notes that he surfaced the driveway with concrete approximately 10 years ago. Planning staff visited the site and the concrete driveway appears to show no major signs of cracking.

Mr. and Mrs. Girard also indicate that a 'Home Day Care' operates from the subject property. For clarity, it is worth noting that day care facilities, to a maximum of 5 children, are permitted as home based businesses. It appears that the day care conforms with current zoning regulations.

Mr. Bossio (33 Bay Road, behind subject property) notes that the business generates substantial volumes of garbage and recycling, yet for the past 15 years the tax rate being paid has been residential. It has been confirmed that the Applicant does not pay commercial property taxes.

The four letters of support note no issues with the use that has existed for the past 15 years, and that it is very difficult to tell that an office supply business is even operating from the site. Furthermore, it is pointed out that the Applicant keeps a very well maintained yard and home. It is worth noting that although the attached pictures show otherwise, on the occasions when Planning staff visited the site there were no outward appearances that a business was being conducted from the property, apart from the unmarked utility trailer. It is also worth noting that the site layout is such that the house and accessory buildings adequately screen the use from abutting neighbours to the east. Again, those mostly impacted are the neighbours to the west.

Department and Agency Consultation

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

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

The Building Division notes that this matter was brought to the City's attention via a complaint. It is also noted that a change of use permit may be required to convert the garage from a residential to industrial storage use. Consequently, the garage

may require upgrading to comply with the change of use provisions contained in the Ontario Building Code.

IMPACT

There are no significant impacts on municipal services as a result of approving this application.

SUMMARY

While the Applicant is to be commended as an entrepreneur, this type of business is not appropriate in a residential area and the business appears to have expanded over time to a point where the Applicant has secured off-site space to accept and store office supplies.

Although the Applicant has recognized that using large vehicles to make deliveries may not be suitable, and altered his practises accordingly, the impacts to the abutting neighbour to the west are not appropriate for a residential area. In addition, approval of this application for three years would set an inappropriate precedence.

For these reasons, Planning cannot support a three year temporary use by-law; however it is appropriate to recommend that Council approve a one-year temporary use by-law, subject to the following conditions:

- That no business related deliveries be accepted upon the subject property.
- That beyond the utility trailer, the outdoor storage of goods is prohibited.

Granting the applicant one year to secure alternative arrangements is reasonable. There are a number of properly zoned spaces throughout the community where goods could be delivered, stored and distributed to the end customer. The administrative (office use) portion of the business could still be operated as a legal home based business from the subject property.

STRATEGIC PLAN

Approval of this application will not impact the Corporate Strategic Plan.

RECOMMENDATION

That City Council deny the Applicant's request for a three year temporary rezoning, and approve a temporary rezoning, to permit an office sales use for a period not to exceed one year, subject to the following conditions:

1. That deliveries associated with the office supplies business not be accepted upon the subject property.
2. That beyond the utility trailer, the outdoor storage of goods associated with the business is prohibited.

Respectfully submitted,

Peter Tonazzo, MCIP, RPP
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner Engineering & Planning

PT/ps

attachment(s)



RECOMMENDED FOR APPROVAL
Joseph M. Frasci
Chief Administrative Officer

Data\APPL\REPORT\21-12-T.doc

616116

158013

15801604

158012

234

158004

★AP- 21 - 2012 - T

15801701

230

*Approx 20' x 41'
1st Home Garage*

R2

15801801

226

Existing House

15801802

16' x 7' Utility Trailer

222

River

15801803

218

15801804

214

158057

S-223

DC

R2

158056

AA- 15 - 1997 -

Helen & Marcel Girard
222 River Road
Sault Ste. Marie ON P6A 6C7
June 28 , 2010

Peter Tonazzo
Planning Division
99 Foster Drive
Sault Ste. Marie ON P6A 5X6

Dear Mr. Tonazzo:

RE: 226 River Road
Application No.: A-21-12-T
Applicant: Earl Thompson

We completely oppose the re-zoning of the above-mentioned property to continue with the office supply business as it should never been located in a residential area under the guise of a home business. There are no defined hours of operation as it presently operates 7 days a week all hours day and evening. This business has enjoyed many years of non payment of business taxes. There is also the fact that a Home Day Care is also operating from this location.

This is a residential neighbourhood which has drastically changed in make up over the past 15 years or so to a heavy industrial area due to the expansion of a legal and nonconforming business. This has lead to complacency by the neighbours as to what other businesses, commercial vehicles etc can be located and parked on their property or on the adjacent legal and non conforming properties in the area.

There comes a point when your effort to be a good neighbour is overpowered by the lack of respect and consideration you are being shown by the business owners - you are forced to take action. We are in an R2 zone paying residential taxes, however, the dust, odour, noise, and traffic continue to increase due to the success of the businesses in the immediate area. A request for reevaluation to MPAC was denied, however, it established the fact that the properties in the area were undervalued by \$60,000 plus due to the commercialization of the area. This is having adverse effects on our home and peaceful enjoyment of our property.

The space used for this illegal business consists of the garage approximate size 20 feet x 24 feet, enclosed cargo trailer approximately 8 feet x 23 feet, a shed approximately 10 feet x 20 feet and on occasion half or more of a shed approximately 9 foot x 10 foot.

There is a consistent presence of furniture, supplies and equipment either stored in plain view or under green tarps in the front of the garage. Pallets of paper weighing anywhere from approximately 500 - 4000 pounds are stored in the enclosed cargo trailer or dropped off in front of it close to our property line

This illegal business has grown substantially over the years and is evident due to the number of trips made by Mr. Thompson to Toronto to pick up supplies and the increased delivery traffic to his home. The taxpayers of the city have subsidized this illegal business through the non-payment of business taxes and recycling of the large amount of cardboard placed curbside every week, any where from 3 -

6 containers.

It is commonly known that this area has a substantial clay base and is constantly shifting with the seasons. We are concerned about possible damage to our home from the large delivery trucks, transports and the cargo trailer.

The large delivery trucks and transports remain idling during the extended period while delivering goods anywhere from 20-45 minutes. This has led to our home filling with diesel fumes, which we have to open windows to clear out the odour even during the winter months. The soot from these trucks running also leaves a black greasy residue on our white vinyl siding resulting in the need for washing the siding and eaves down regularly over approximately 14 - 15 years. Not to mention the noise from the unnecessary idling.

There have been cases when our driveway has been blocked by transports while they unload in the street to make a delivery. When asked to move so we can exit the response has been I won't be long.

There is also the constant banging from the doors of the enclosed cargo trailer used for storing, and retrieving of supplies, storing of cardboard and garbage. This happens anywhere from 5:30 a.m. until midnight or later depending on the schedule - along with the security lights glaring into our back bedrooms. The opening and closing of the doors of the vehicle while he loads his supplies for delivery,

The Noise By-Law No. 4100 1(4)

Noises prohibited

In the city of Sault Ste. Marie, no person shall;

(4) create, cause or permit any noise likely to disturb the inhabitants.

By Law No. 80-200 2 (5)(iii)

The operation of an engine or motor in, or on, any motor vehicle or item of attached auxiliary equipment for a continuous period exceeding five(5) minutes, while such vehicle is stationary in a Residential Area or Quiet Zone unless;

(iii) weather conditions justify the use of heating or refrigerating systems powered by the motor or engine for the safety and welfare of the operator, passengers or animals, or the preservation of perishable cargo, and the vehicle is stationary and is actively engaged in the delivery or loading of its cargo or if not actively engaged in the delivery or landing of its cargo, the vehicle is parked at least three hundred(300) feet away from the nearest residential building.

The storage of the cargo trailer in the driveway which is approximately 8 feet and sometimes 2 feet from my back bedroom, fully or partially loaded and used as active storage moving back and forth for access is questionable under By law 2005-150 9.3.2

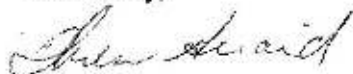
9.3.2 PROHIBITION OF COMMERCIAL VEHICLE PARKING IN ALL RESIDENTIAL ZONES

No bus, or commercial vehicle exceeding 3200kg {2006-76} curb weight shall be parked or stored upon any residentially zoned lot.

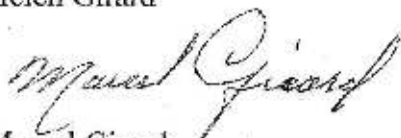
This illegal business is very well established in the community and growing, therefore, it is time for it to be located in the appropriate area of the city and not in a residential area. The total disregard for neighbours, city regulations and by-laws by operating this business illegally should raise red-flags. The likelihood of this continuing or getting worse is a definite possibility if granted the re-zoning. It would also set a precedent. There is the possibility that this property and business could be sold once the zoning is permitted leaving us with the same undesirable situation, and wasting everyone's valuable time. We are aware that there are no guarantees in life and a person can change their mind on exactly how long they wish to work and carry on business, therefore, now is the appropriate time for this business to re-locate.

I am happy his business is successful, however, it needs to be conducted elsewhere, - other than 5 feet from my bedroom.

Yours truly,

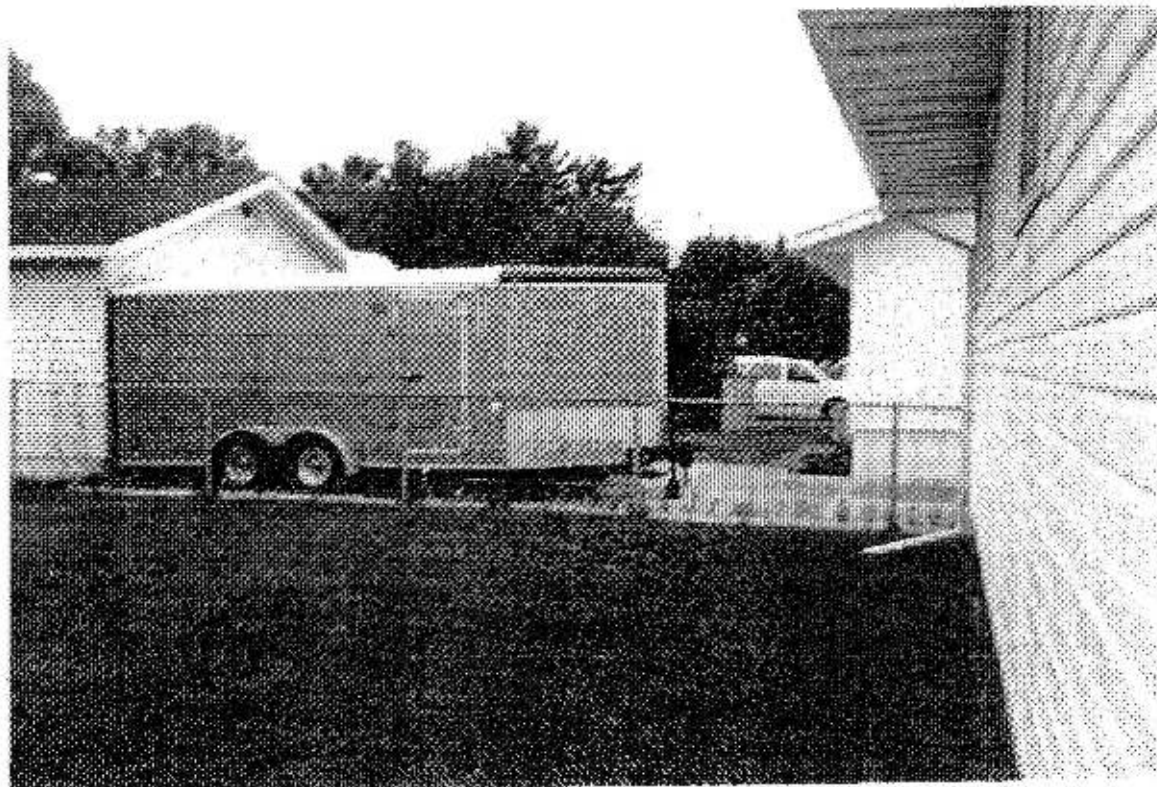


Helen Girard



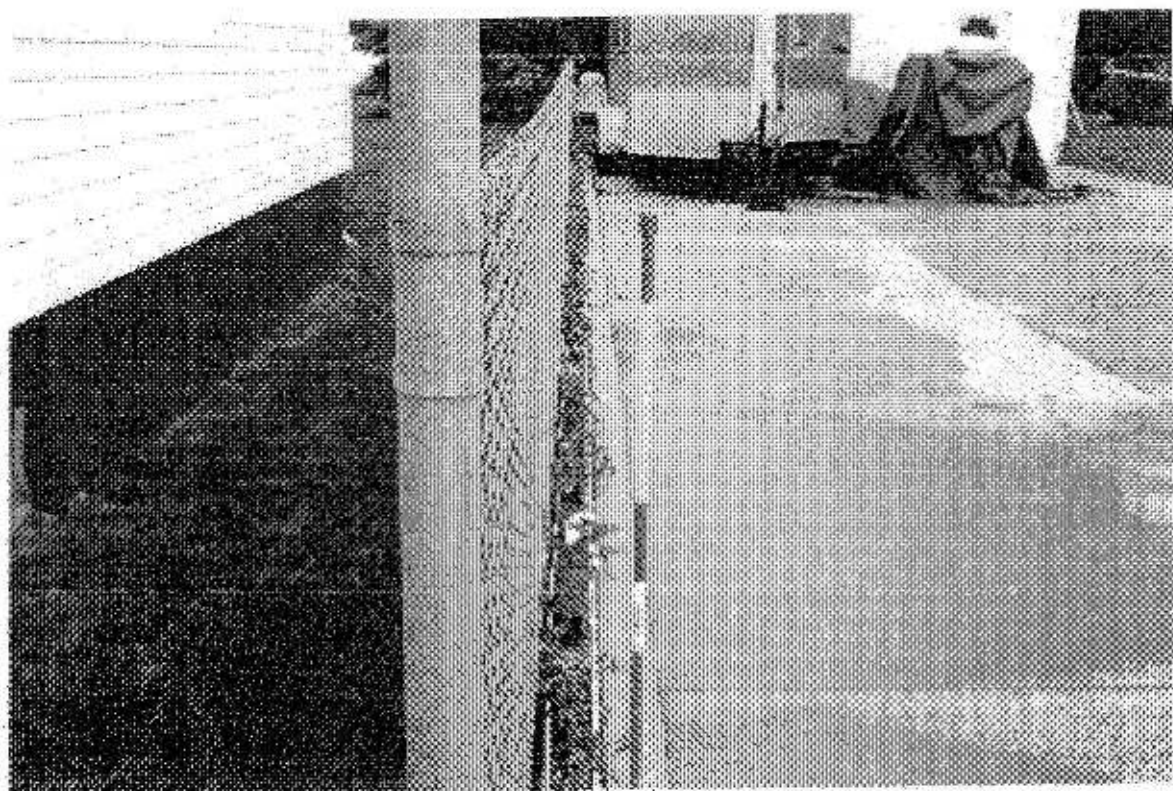
Marcel Girard

6(6)(a)



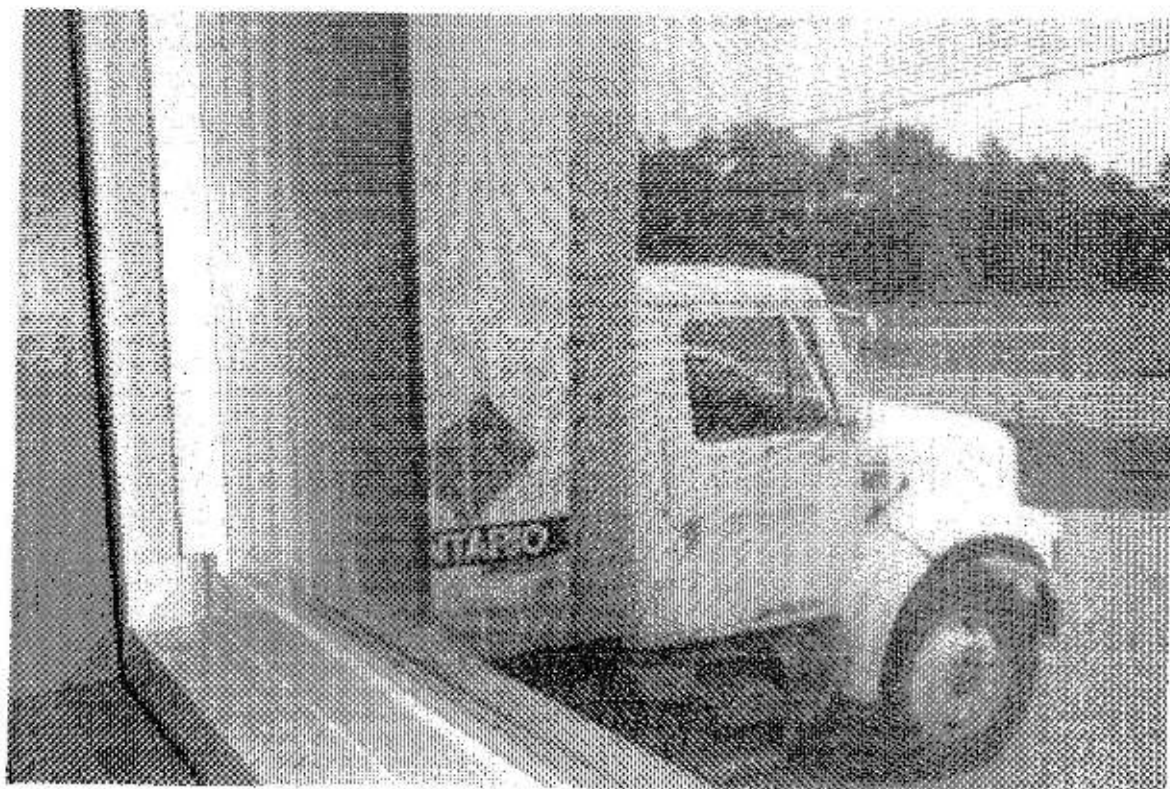
DATE: 24-06-2012

TIME: 10:23 A.M.



DATE: 24-06-2012

TIME: 10:25 A.M.



DATE: 18-06-2012

TIME 1:09 p.m.



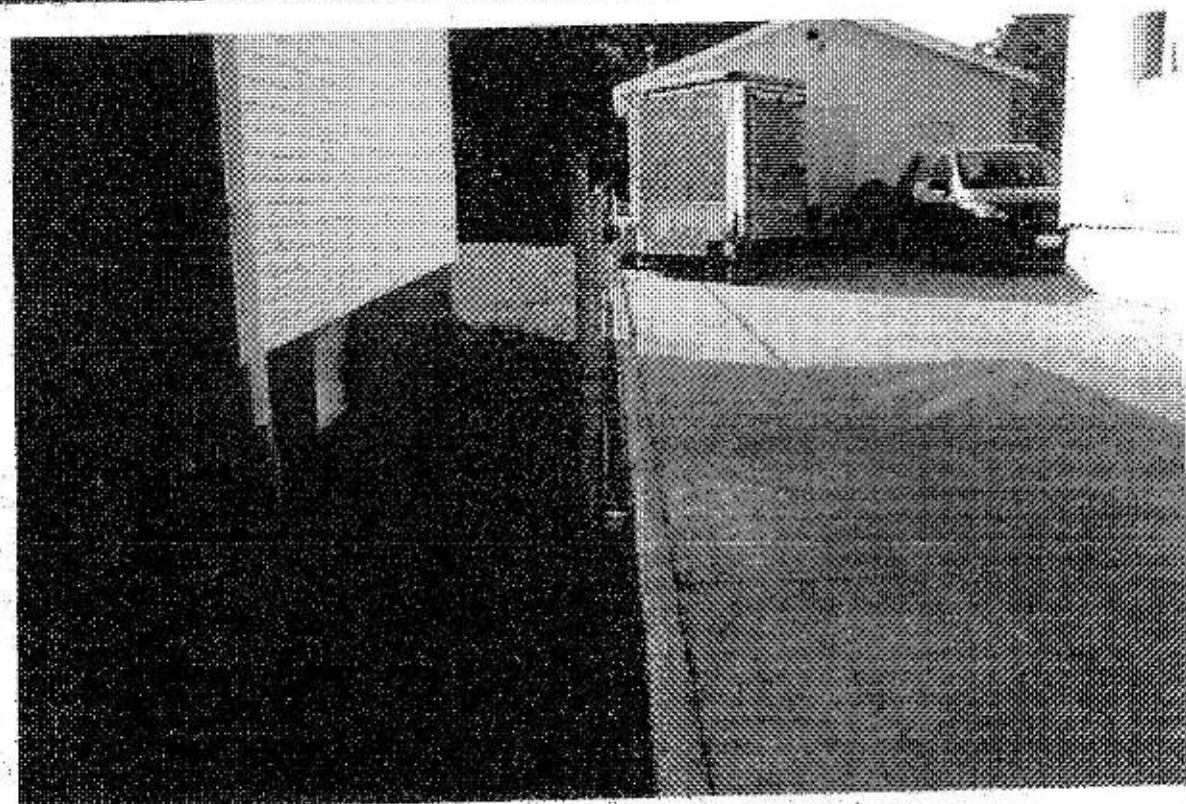
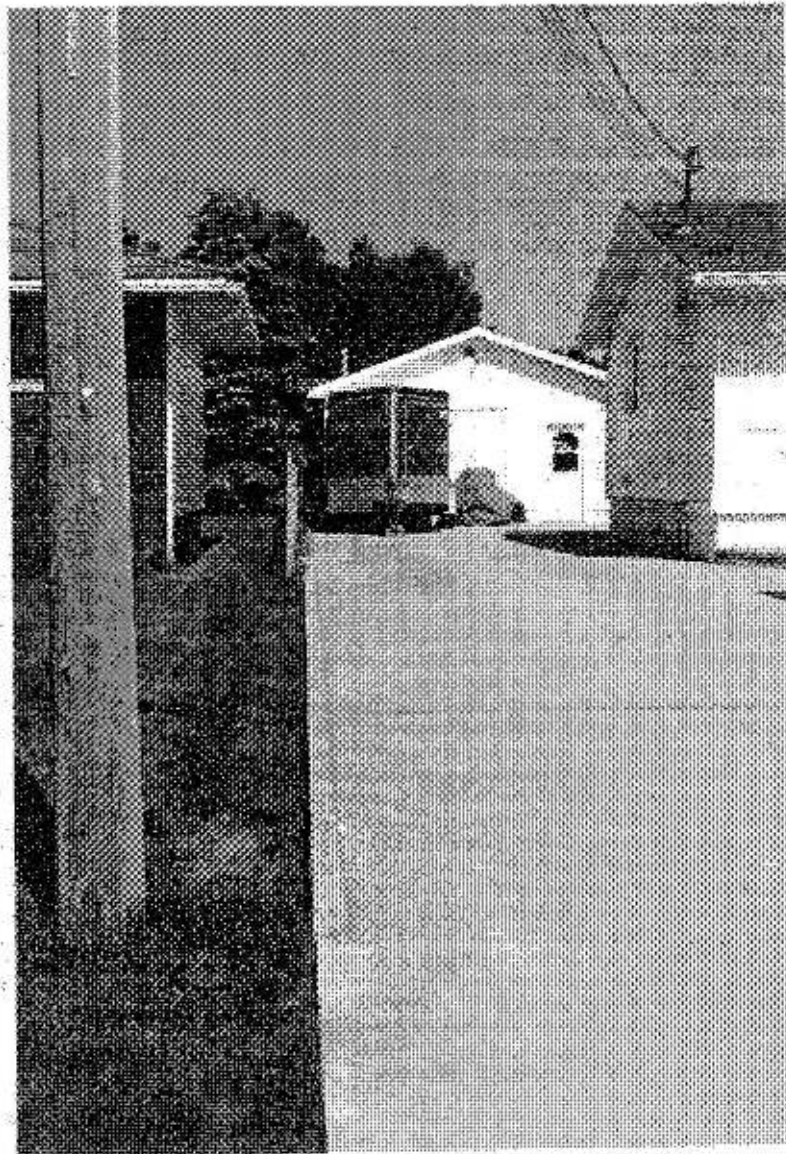
DATE: 19-06-2012

TIME 1:11 p.m.

(b)(6)(a)

DATE: 18-05-2012

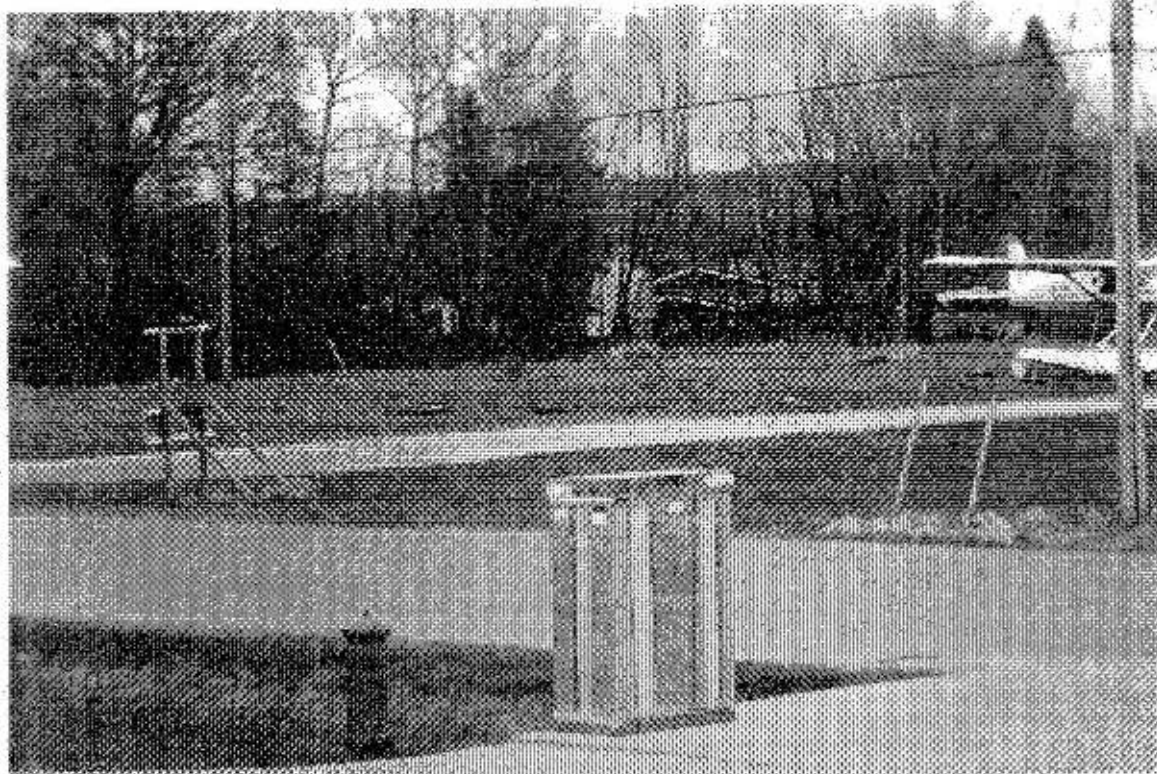
Time 6:12 AM.



DATE: 10-06-2012

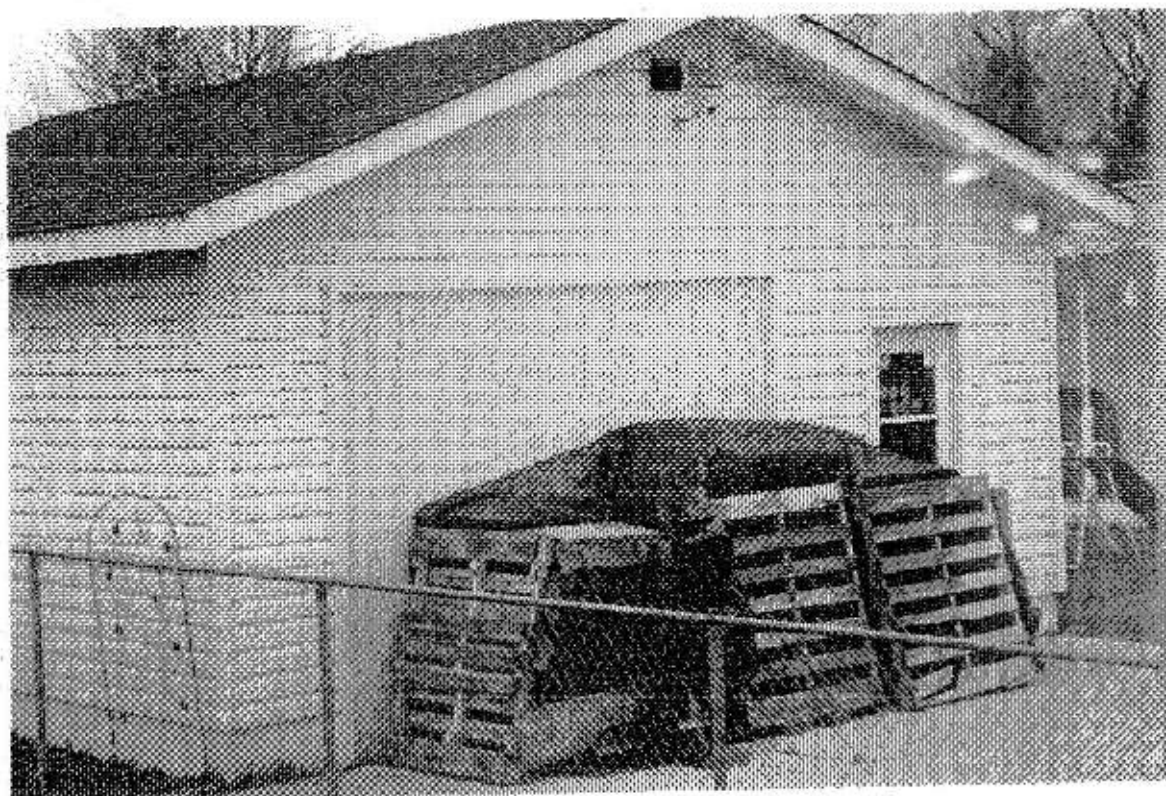
Time 10:48 AM

0101(2)



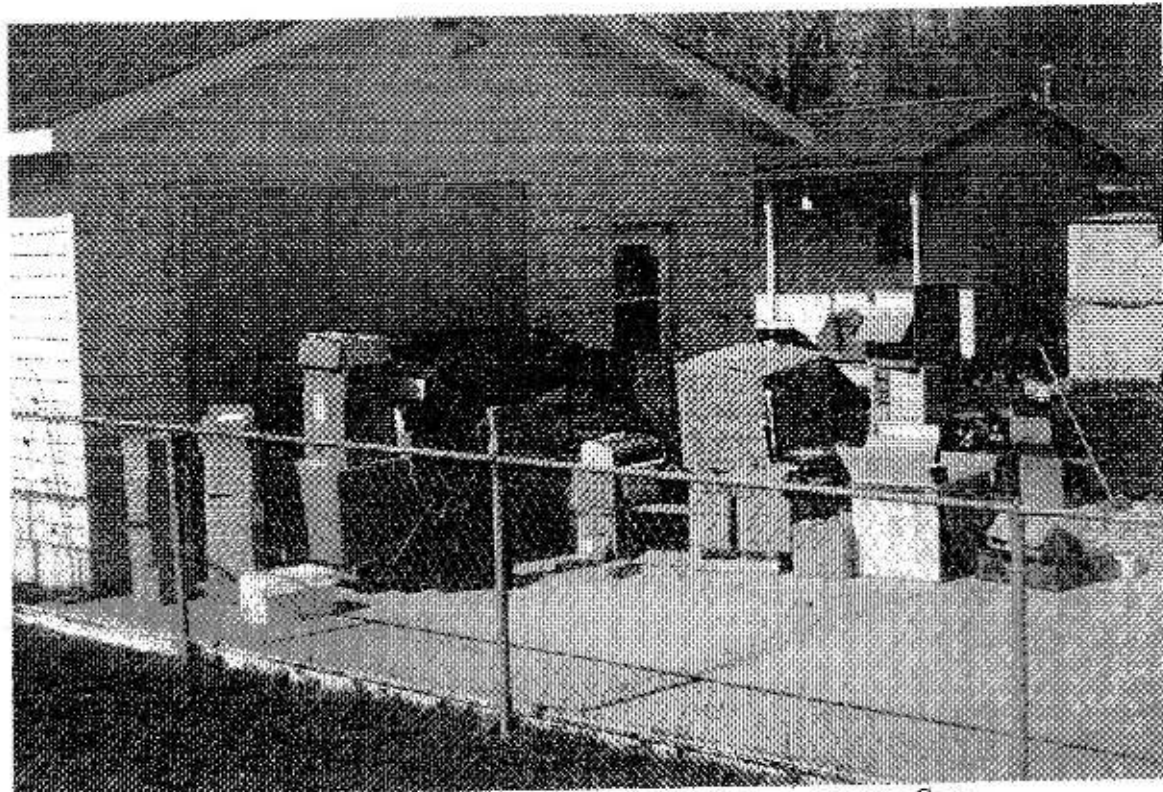
DATE: 30-04-2012

TIME: 4:34 P.M.



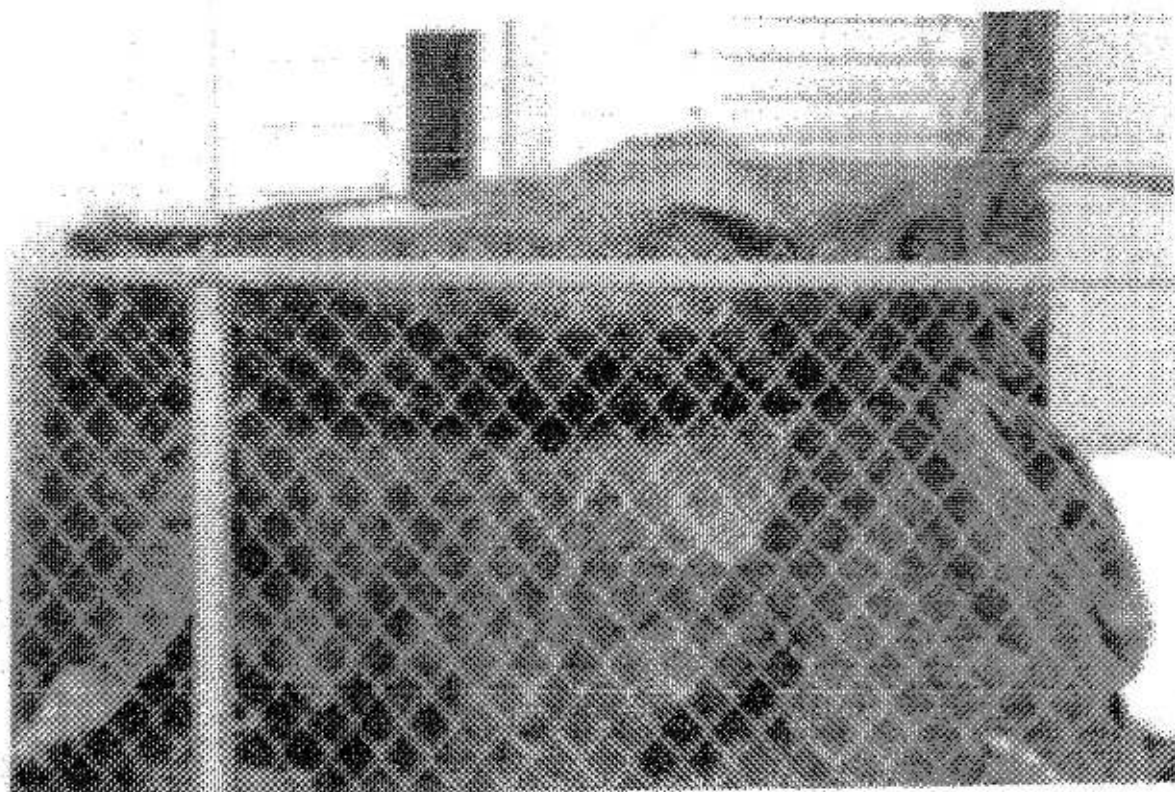
DATE: 16-04-2012

TIME: 4:19 p.m.



DATE: 12-04-2012

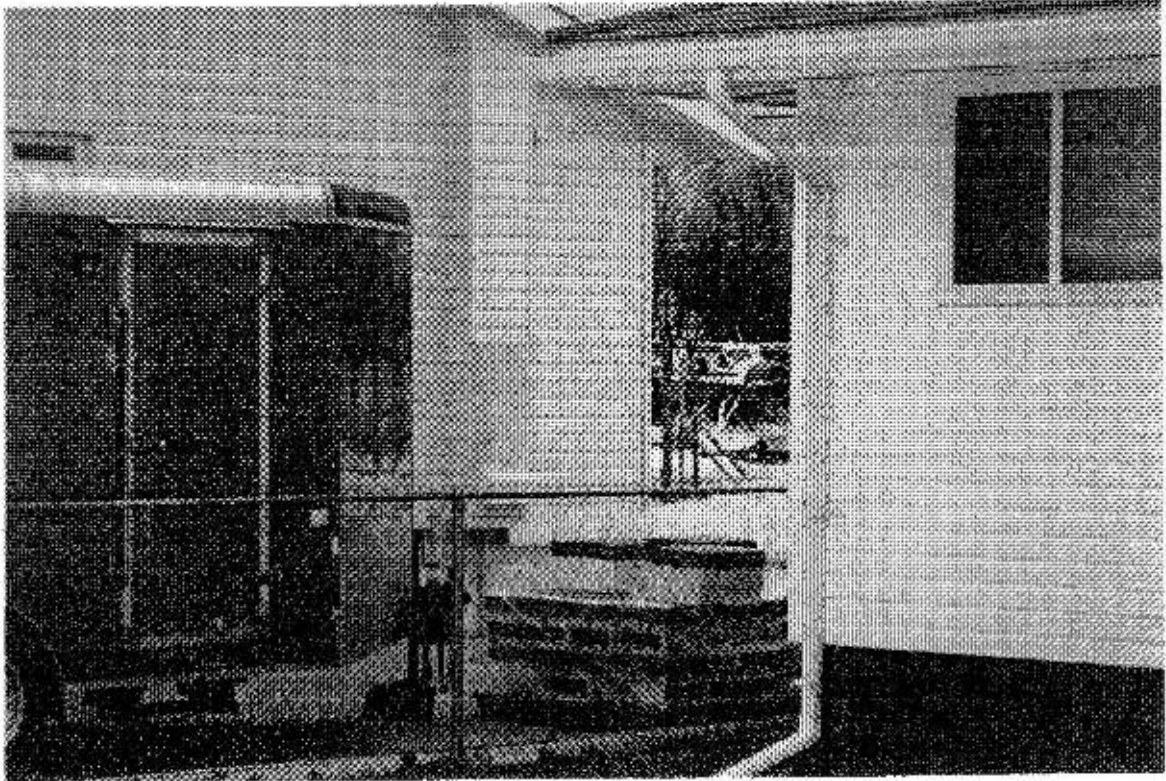
TIME: 3:30 P.M.



DATE: 13-03-2012

TIME: 4:00 P.M.

60101122



DATE: 12-03-2012

TIME 3:58 PM.



DATE: 12-03-2012

TIME 1:54 PM.

(b)(6)(a)



DATE: 27-02-2012

TIME: 10:42 A.M.



DATE: 27-02-2012

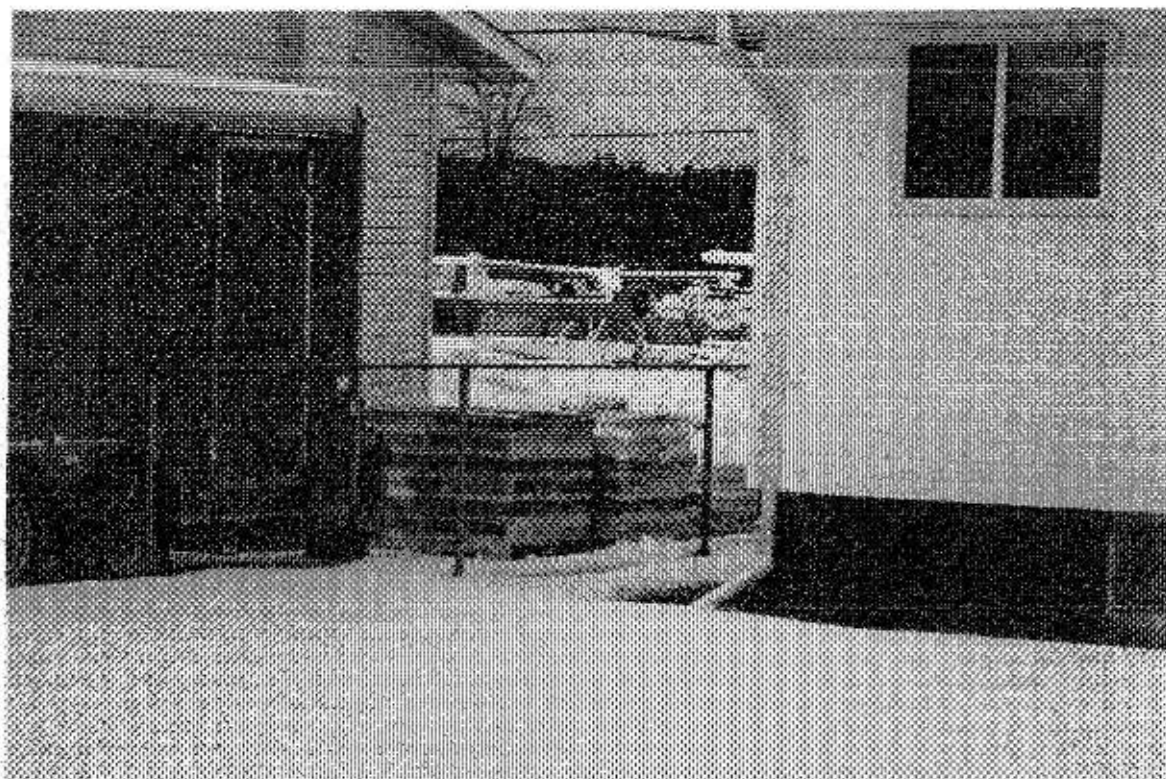
TIME 10:42 A.M.

6(6)(a)



DATE: 22-02-2012

TIME: 11:43 a.m.



DATE: 22-02-2012

TIME: 11:44 p.m.

6(6)(a)



DATE: 04-01-2012

TIME: 1:46 P.M.

Mr. J. Bossio
33 Bay Road
Sault Ste. Marie ON P6A 5K9
July 3, 2012

Peter Tonazzo
Planning Division
99 Foster Drive
Sault Ste. Marie ON P6A 5X6

Dear Mr. Tonazzo:

RE: 226 River Road
Application No.: A-21-12-T
Applicant: Earl Thompson

This business has operated for a good number of years in this neighbourhood and paid the same taxes as I have. We as taxpayers have also partially subsidized the extra garbage and recycling from this business. There is also the increased traffic of delivery trucks, transports and customers picking up or dropping payment to the business.

The possibility exists that this property and business can be sold during this limited period of time, leaving us in the same position. This could also lead to other people seeking the same or other businesses to operate in the area or elsewhere in the city using this as an example.

There is plenty of vacant properly zoned area in the city for this business to relocate to.

I oppose the rezoning of this property, as this is a residential area and should not be changed even for a limited period of time.

Yours truly,



J. Bossio

b(6)(a)

Philip Sawchyn
27 Bay Road
Sault Ste. Marie, ON
P6A 5K9
(705)759-0206

July 11, 2012

Peter Tonazzo
Planning Department
99 Foster Drive,
Sault Ste. Marie, ON
P6a 5X6

RE: Temporary Re-Zoning Application No.: A-21-12-T

Mr. Peter Tonazzo,

I am opposed to the applicant's proposal to temporarily rezone his property at 226 River Road with a special exemption to operate an office supply business for three years. Currently, his business has increased traffic in this residential area and rezoning would open the door to more home businesses and more traffic.

Additionally, there is a manufacturing business at 215 River Road, near the applicant's residence. North Shore Steel Products has significantly increased local traffic, especially heavy trucks along Dacey Road. Diesel truck noise and fumes plague the neighbourhood. This business is in violation of their original mandate which was to operate from 9:00AM to 5:00PM. They now operate two shifts a day between 7:00AM and 11:00PM. Their operation raises some questions:

- *If approved, what would stop Mr. Thompson from expanding his business and extending his application?*
- *How many more home businesses would be allowed?*
- *How much more disruption and traffic will there be?*

In summation, our city has many zones for residences, commercial endeavours, and the business that built our city, manufacturing; however the peace and quiet of residential neighbourhoods must be stood up for. Business should be conducted in the zones that are currently defined.

Again, I oppose this application for temporary rezoning and I hope that it will be refused.

Sincerely,

Phil Sawchyn

P.S. - I also request that I wish to be notified of the Council's decision on this matter.

Peter Tonazzo

From: Don Trottier <DonTrottier@NSIW.com>
Sent: July 09, 2012 10:16 AM
To: Peter Tonazzo
Subject: Earl Thompson file A-21-12-T

Hi Peter

I am hoping you will grant Mr Earls temporary rezone application for next the 3 years....
I can attest the importance of this and the logic behind granting these wishes. I was in the same boat years ago when I started NSIW at my address on Baseline Road. Had I not been granted this I would never have had the success in turning a backyard operation into a multi million dollars business with 6 locations across Canada and were still growing. I truthfully don't recall if you were on the committee of adjustment at the time but thanks all the same and please consider the importance of his request.

My regards
Don Trottier

6(6)(a)



198 River Road
Sault Ste. Marie, Ontario
P6A 6C7

June 28, 2012

Peter Tonazzo, Planner
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6

Dear Sir:

We are responding to the Notice of Application and Public Meeting regarding a small business that is operated by Earl Thompson from his residence at 226 River Road.

One would hardly be aware that a business is conducted from that residence unless you were told. We are in agreement with this small office equipment business being allowed to continue to operate from 226 River Road for the next three years as stated in Application Number A-21-12-T.

Sincerely

Paul and Valerie Symynshen

Paul Symynshen
Valerie Symynshen

June 29, 2012

ATTENTION!

Terry TONAZZO:

My husband and I Carol Lloyd
& Dale Lloyd have lived on River
Road for about forty years. We do not
have a problem with this proposed
application if approved. We have
been good neighbours for a long time.
We sure do not have a problem with
this.

209 RIVER RD.
S. S. MARIE, ONT
P6A 6C3
705-759-0476

Carol Lloyd
Dale Lloyd



6(6)(a)

Mr Peter Tonazzo, Planner
Planning division, Level 5, Civic Centre
99 Foster Drive
Sault Ste Marie, ON
P6A 5X6

June 28, 2012

Re: Application No. : A-21-12-T
Applicant : Earl Thompson

Dear Mr Tonazzo,

I am writing to support Mr Earl Thompsons' request to have his property rezoned temporarily to allow his existing office supply business to continue. My wife, Grace, and I have lived a few doors up the street from this property for over 36 years. We have had an active functioning machine shop across from us all of those years. It is legally zoned and was there long before our houses were built.

Mr Thompson lost his job about 15 years ago when the city economy was poor. I remember admiring his attitude to use the skills he had to start a small business so that he could provide for his family. You would never know that he has a business at his home and they have the nicest yard and driveway in our neighbourhood.

Mr and Mrs Thompson are a fine hard working couple and they would do anything to help others.

My Wife and I both fully support this temporary rezoning request. We are unable to attend the public meeting on July 16th because of a family function, but would be open to a call or email if you have any questions.(bryanturner1973@yahoo.ca)

Thank you for the opportunity to have our input.

Bryan Turner- 200 River Rd, S.S. Marie, ON.- (705) 759-5040



Grace Turner- 200 River Rd, S.S. Marie, ON.- (705) 759-5040



230 River Road
Sault Ste. Marie, ON
P6A 6C7

June 27, 2012

Peter Tonazzo, Planner
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

Regarding: Planning Application, 226 River Road

Dear Sir,

For the last fourteen years, Earl Thompson has been conducting his office supply business at 226 River Road. We have never had any problems with this endeavor. We heartily approve of this application (A-21-12-T).

Please keep us informed as to the settlement of this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "E. McConnell". The signature is stylized with a large, looped initial "E" and a cursive "McConnell".

Elda and Dave McConnell



July 10 2012

Re Earl's Office Equipment Application A-21-12-T

Rezoning application to allow Earl's Office Equipment to operate for a period of 3 years from 226 River Road. We have been operating here now for 14 ½ years and I have restructured my business as to virtually eliminate truck traffic. I have had one truck deliver a piece of furniture via third party in the past 2-1/2 months. This came direct from the company not my distributor. My distributor couldn't tell me what carrier was coming. I have my paper truck now going elsewhere as to not disturb anyone.

I have had 2 interested parties wanting to purchase my business, they keep asking me every time I see them if I am ready yet. Retirement looks good, but not quite there.

I have contacted several neighbours as per the enclosed signatures. Some have commented I was not aware you had a business there. This was only a few doors down.

We would be grateful if our request is granted.

Thank for your consideration in this matter.

Respectfully

A handwritten signature in cursive script, appearing to read "Earl Thompson".

Earl Thompson

June-22-12

Dear Neighbour,

As you may know, I have been self-employed through my business (Earl's Office Equipment) since 1998 and have been operating here at 226 River Road since that time. I have recently received a letter from the city stating that I have to move my business out due to a complaint from one of the neighbours regarding zoning. I am in the process of requesting a temporary 3 year variance which would allow me to continue operating for that time period. The city requires signatures from supporting neighbours in order for this to be considered. Financially, I am 3 years or less away from being able to retire and would like to just finish up without having to re-locate. If you are in agreement and could support me having my business operate as it has been in our neighbourhood for the next 3 years, I would appreciate if you would sign and/or comment below. Connie and I thank you for your support!

Sincerely,

Earl Thompson

Name	Address	Phone	Signature	Comment
IRVING McAULAY	238 RIVER RD	705 759-8081	Irving McAulay	
Dianne McAulay	238 River Rd	705 759 8081	Dianne McAulay	
Linda Roussseau	234 River Rd	705 759-8082	Linda Roussseau	
Dave Lacelle	230 River	705 759 751161	Dave Lacelle	Dave M. Lonnell
Steve Fick	242 River Rd.	542-2000	Steve Fick	

June 22-12

Dear Neighbour,

As you may know, I have been self-employed through my business (Earl's Office Equipment) since 1998 and have been operating here at 226 River Road since that time. I have recently received a letter from the city stating that I have to move my business out due to a complaint from one of the neighbours regarding zoning. I am in the process of requesting a temporary 3 year variance which would allow me to continue operating for that time period. The city requires signatures from supporting neighbours in order for this to be considered. Financially, I am 3 years or less away from being able to retire and would like to just finish up without having to re-locate. If you are in agreement and could support me having my business operate as it has been in our neighbourhood for the next 3 years, I would appreciate if you would sign and/or comment below. Connie and I thank you for your support!

Sincerely,

Earl Thompson

Name	Address	Phone	Signature	Comment
CAROL LLOYD	209 RIVER RD	759-0476	Carol Lloyd	HAVE NO ISSUES WITH THIS!
KAREN & SCOTT HUDSON	211 RIVER RD	945-3280	S. Hudson K. Hudson	We have no issue with Earl's Office Equipment.
BRYAN & GRACE TURNER	200 River Rd.	759-5040	Bryan Turner	Good neighbors & would not even dream they were a business.
STEVE DALE	235 RIVER RD		Bryan Turner	-no issues -great people of integrity and honest.
STEVE DALE	235 RIVER RD	759-5001	Steve Dale	NO ISSUES

6/6/12

June-22-12

Dear Neighbour,

As you may know, I have been self-employed through my business (Earl's Office Equipment) since 1998 and have been operating here at 226 River Road since that time. I have recently received a letter from the city stating that I have to move my business out due to a complaint from one of the neighbours regarding zoning. I am in the process of requesting a temporary 3 year variance which would allow me to continue operating for that time period. The city requires signatures from supporting neighbours in order for this to be considered. Financially, I am 3 years or less away from being able to retire and would like to just finish up without having to re-locate. If you are in agreement and could support me having my business operate as it has been in our neighbourhood for the next 3 years, I would appreciate if you would sign and/or comment below. Connie and I thank you for your support!

Sincerely,

Earl Thompson

Name	Address	Phone	Signature	Comment
ROBIN BALDWIN	250 RIVER RD	705-759-4951	Robert Baldwin	

6161(a)

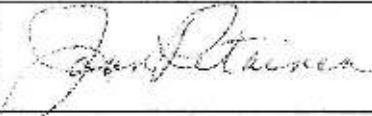
June-22-12

Dear Neighbour,

As you may know, I have been self-employed through my business (Earl's Office Equipment) since 1998 and have been operating here at 226 River Road since that time. I have recently received a letter from the city stating that I have to move my business out due to a complaint from one of the neighbours regarding zoning. I am in the process of requesting a temporary 3 year variance which would allow me to continue operating for that time period. The city requires signatures from supporting neighbours in order for this to be considered. Financially, I am 3 years or less away from being able to retire and would like to just finish up without having to re-locate. If you are in agreement and could support me having my business operate as it has been in our neighbourhood for the next 3 years, I would appreciate if you would sign and/or comment below. Connie and I thank you for your support!

Sincerely,

Earl Thompson

Name	Address	Phone	Signature	Comment
Joan Petainen	33 Dacey Rd	705-759-5059		I have no objections and feel Mr. Thompson should be granted his request.
MARION HONBERGER	246 RIVER Rd.	705-942-0430		HAVE NO OBJECTIONS
Don Teetzel North Shore Steel	215-225 River Rd.	705-942-6749		It only make sense. he's allowed to grow his business to be able to move

(6666)

6(6)(a)

Pat Schinners

From: Don Maki
Sent: June 05, 2012 4:22 PM
To: Don McConnell; Pat Schinners
Cc: Glen Irwin; Tyler Bertrand
Subject: Rezoning Application A-21-12-T 226 River Road

Hi Don

This matter was brought to our attention via a complaint concerning the running of the office supply business and a day care business from the dwelling. The day care business would fit under home occupation however the office supply business involved storage of product in the garage. They would require a change of use permit to convert the garage from residential to an industrial use, storage. The garage may require upgrading to comply with the change of use provisions of the Building Code.

Don

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

www.cityssm.on.ca
www.celebrate100saultstemarie.com
Celebrating 100 years as a city in 2012!

6(6)(4)



2008 ORTHO PHOTO

PLANNING APPLICATION A-21-12-T

226 RIVER ROAD



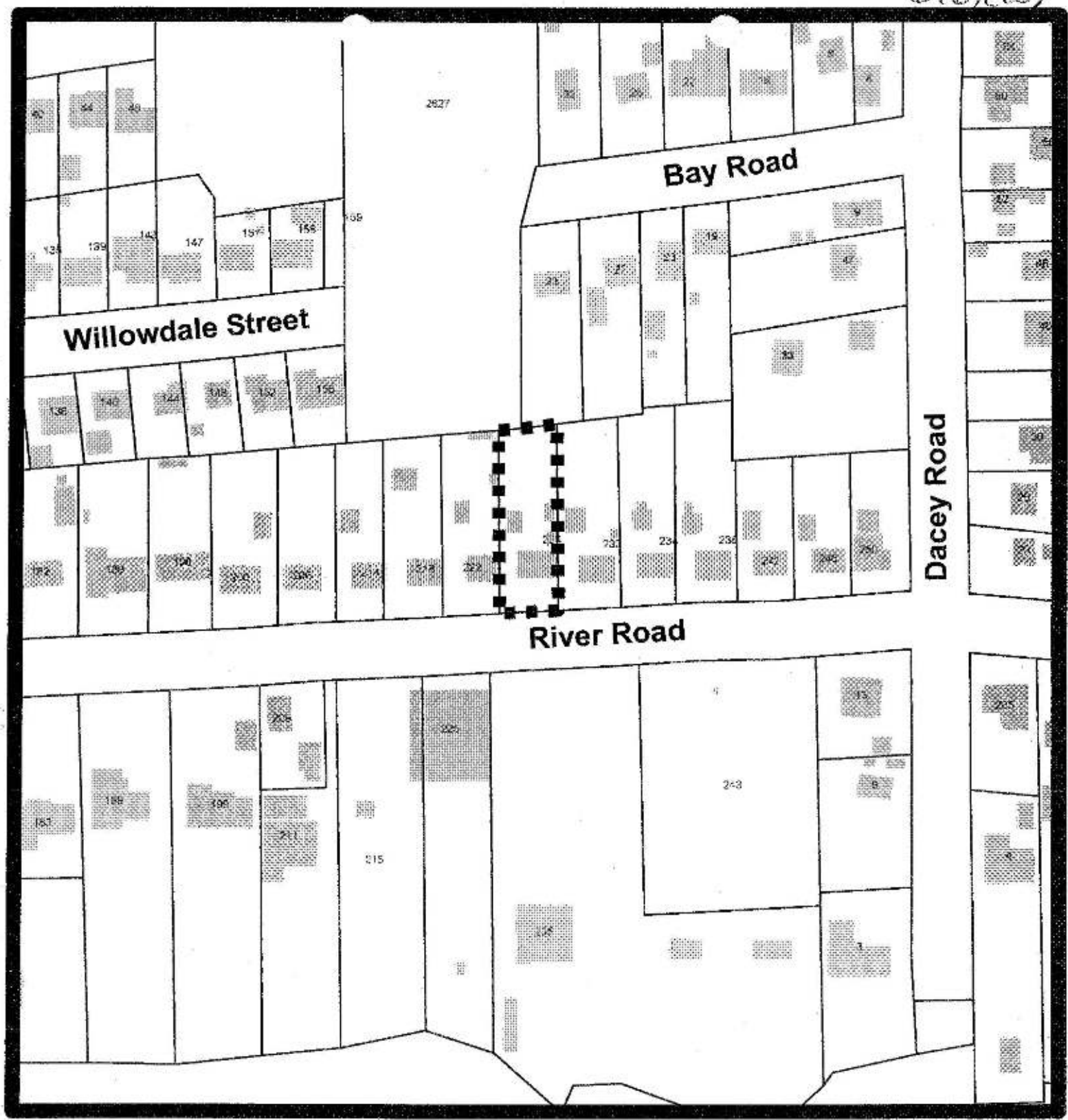
Metric Scale
1 : 1800

Maps
25 & 1-25

Mail Label ID
A-21-12-T

 Subject Property = 226 River Road

6(6)(a)



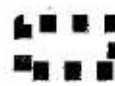
SUBJECT PROPERTY MAP
PLANNING APPLICATION A-21-12-T
226 RIVER ROAD



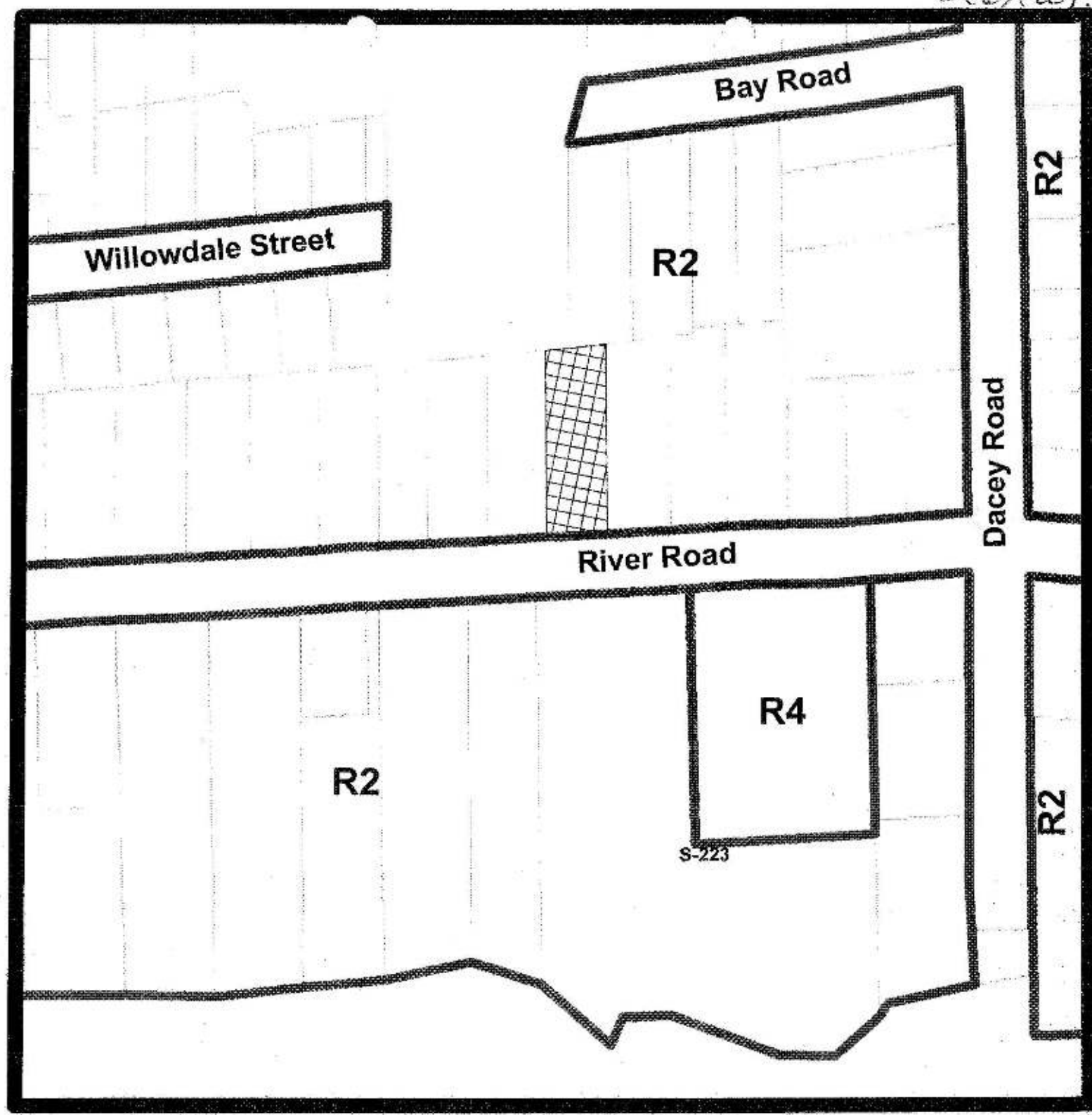
Metric Scale
1 : 1800

Maps
25 & 1-25

Mail Label ID
A-21-12-T

 Subject Property = 226 River Road

(b)(1)(a)



EXISTING ZONING MAP

PLANNING APPLICATION A-21-12-T

226 RIVER ROAD

-  Subject Property = 226 River Road
-  R2 - Single Detached Residential Zone
-  R4 - Medium Density Residential Zone

BYLAW_2005_151



Metric Scale
1 : 1800

Maps
25 & 1-25

Mail Label ID
A-21-12-T

6(6)(b)

Jerry D. Dolcetti, RPP
Commissioner

Donald B. McConnell, MCIP, RPP
Planning Director



ENGINEERING & PLANNING DEPARTMENT

Planning Division

Tel: (705) 759-5368
Fax: (705) 541-7165

2012 07 16

Mayor Debbie Amaroso and
Members of City Council

RE: Application No. A-22-12-Z.OP – filed by Tree Men and A Chainsaw

PURPOSE

The applicants are requesting a Rezoning and Official Plan Amendment to permit a landscaping contractor's yard on the subject property.

PROPOSED CHANGE

The applicants are requesting an Official Plan Amendment by way of a notwithstanding clause to the Rural Area policies of the Official Plan. The applicants are also requesting a Rezoning from "RA" (Rural Area) zone to "RA" Zone with a Special Exception to permit a landscaping contractor's yard on the subject properties.

Subject Property:

- Location – 763 & 779 Airport Road: Located on the west side of Airport Road, approximately 900m south of its intersection with Parkewood Drive.
- Size – 123m frontage by 790m depth totaling 22.8ha (56.4acres)
- Present Use – Rural Residential Dwelling and Tree Farm
- Owner – Tree Men and A Chainsaw

BACKGROUND

In 1997 the subject property was rezoned to permit the bioremediation of paper making by-products, which has been discontinued. In 2006 and 2008 two additional lots were severed for rural residential purposes.

ANALYSIS

Conformity with the Official Plan

The subject properties are designated 'Rural Area' on Land Use Schedule 'C' of the Official Plan. As per the Official Plan, rural land uses include agriculture, forestry, extractive uses, golf courses and limited residential development. The Applicants'

request to permit a Contractor's Yard does not adhere to the Rural Area policies of the Official Plan and as such, an amendment is required.

Consultation

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

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

Comments

The applicants, 'Tree Men and a Chainsaw' are requesting an Official Plan Amendment and rezoning to permit a landscaping contractor's yard upon the subject property. Tree Men and a Chainsaw provide tree pruning and removal services, as well as snow removal during winter months. The Applicants, who also own the large block abutting the subject properties to the west, have stated that the majority of the property would be utilized as a tree farm, and that split firewood is also proposed to be sold from the site.

Referring to the site plan attached, the contractor's yard, consisting of a parking area, two wood splitters and a small (16' x 12') storage shed, would be located roughly in the centre of the property, approximately 545m from the nearest dwelling at 755 Airport Road. The existing access drive along the north lot line of the subject property would be utilized, which currently serves a residential dwelling, which will remain upon the subject property.

While tree farming is a permitted use in the Rural Area Zone, Tree Men and a Chainsaw is a separate use. Furthermore, the cutting, splitting and sale of firewood also require a rezoning.

Potential off-site impacts, most notably noise, have been assessed utilizing the Ministry of the Environment's Minimum Distance Separation (MDS) Guidelines, as they relate to industrial uses and nearby sensitive uses, such as residential. A conservative interpretation classifies the proposed use as a 'Class II' industrial use. The main emission will be noise resulting from chainsaws and wood splitters in association with the cutting and splitting of firewood. The MDS Guidelines state that 'Class II' industrial uses should be a minimum of 70m from the nearest lot line of a sensitive use; however the potential influence area could be as much as 300m. In this instance, the proposed contractor's yard, consisting of a parking area, 2 wood splitters and a small storage shed, would be located in the centre of the property, approximately 550m away from the nearest neighbours dwelling. Furthermore, there is a great deal of vegetation between the proposed contractor's yard and adjacent properties.

The attached correspondence from the Conservation Authority notes that a very small portion of the subject property is within the CA's jurisdiction, and as such, a permit will be required from the CA prior to any development or site alteration.

Building Division notes that the subject property was once utilized for composting industrial waste, and there is confirmation that the site has been closed in accordance with the approved closure plan. It is also noted that if the existing single detached dwelling is to be utilized in association with the business, a change of use permit will be required, which may include possible upgrades to the building. Finally, Building Division indicates that an illegal advertising sign was installed upon the subject property, which is currently being prosecuted. If Council approves this application, the sign would become a legal sign advertising Tree Men and a Chainsaw.

IMPACT

There are no significant impacts on municipal services as a result of approving this application.

SUMMARY

The applicants are requesting Council's approval to locate a Contractor's Yard upon the subject property. The proposed location of the operation is set well back from the Airport Road, and buffered by existing vegetation. Apart from a sign, the use will not be visible from Airport Road, which is a gateway to the Community.

In this instance noise is the biggest concern. Ample separation, in accordance with the Ministry of the Environment's Minimum Distance Separation Guidelines will be met and exceeded.

To ensure that future expansions do not create land use conflicts, it is recommended that Site Plan Control be utilized to ensure that future expansions do not create land use conflicts in the area.

STRATEGIC PLAN

Approval of this application will not impact the Corporate Strategic Plan.

RECOMMENDATION

That City Council approve Official Plan Amendment 189 and rezone the subject property from Rural Area Zone to Rural Area Zone with a Special Exception to permit the following uses, in addition to those uses permitted in a Rural Area Zone:

1. A tree pruning and removal contractor only; and
2. The cutting splitting and selling of firewood.

And that the properties be deemed subject to site plan control.

6(b)(b)

Respectfully submitted,



Peter Tonazzo, MCIP, RPP
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner Engineering & Planning

PT/ps

attachment(s)

RECOMMENDED FOR APPROVAL



Joseph M. Fratelli
Chief Administrative Officer

Data\APPL\REPORT\22-12-Z.OP.doc

← TREE MEN

1/4 MILE

PROCESSED
EQUIPMENT AREA
10' x 10'
SPLITTERS
1-250'

DRIVEWAY

PARKING
AREA

DRAINAGE DITCH

LYM BRIDGE

House

1/4 MILE

New Mexico

Green House

Neighbors
Property

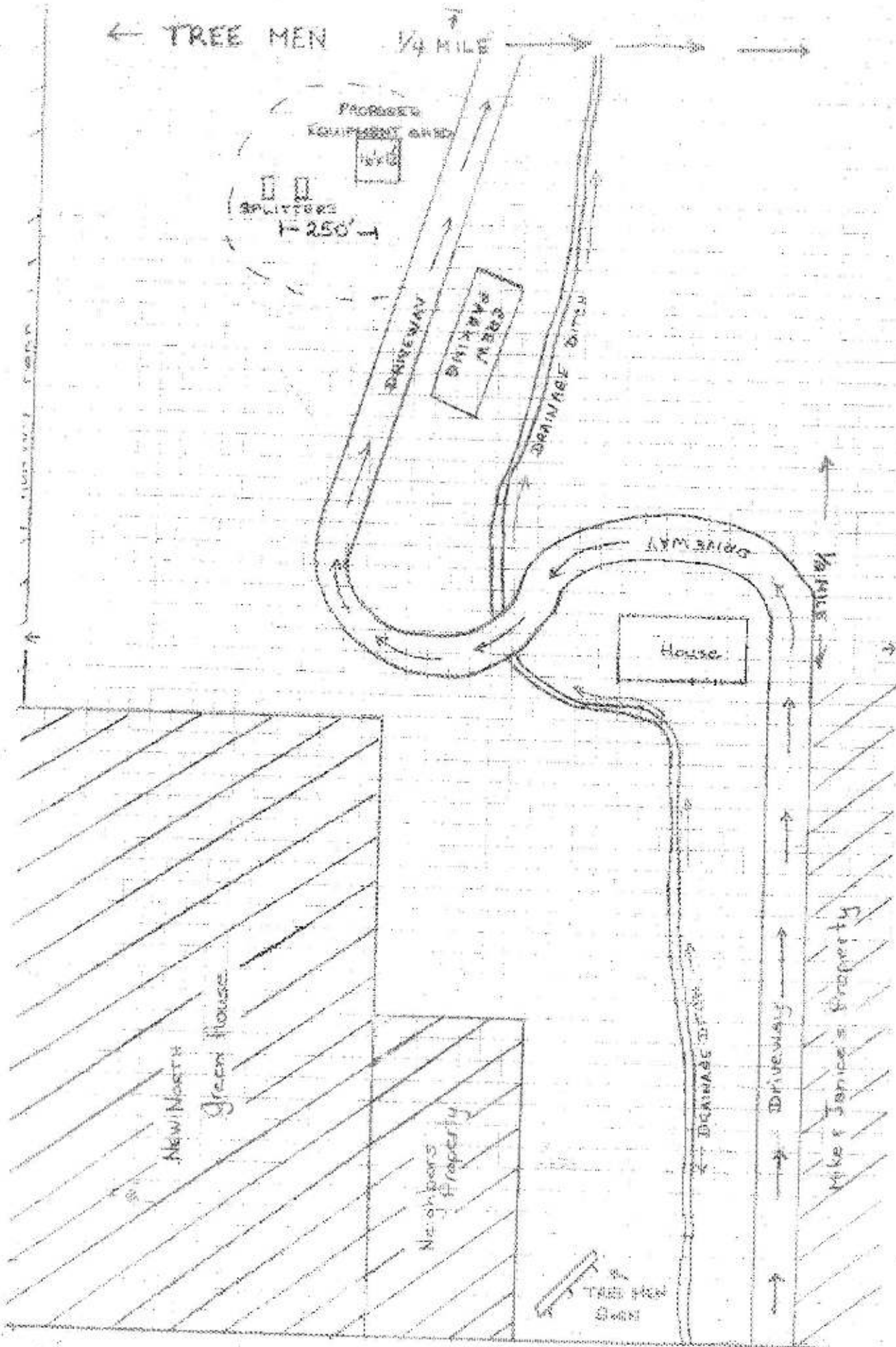
DRAINAGE DITCH

Driveway

Mike & Janice's Property

TREE MEN
SIGN

Port Road



**AMENDMENT NO. 189
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE:

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

LOCATION:

Sec 11 PT NE ¼ PCL 1686 AWS located on the west side of Airport Road, approximately 900m south of its intersection with Parkewood Drive, 779 & 763 Airport Road.

BASIS:

This Amendment is necessary in view of the request to permit a landscaping contractor's yard.

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

Council now considers it desirable to amend the Official Plan, by way of a notwithstanding clause to the Rural Area policies.

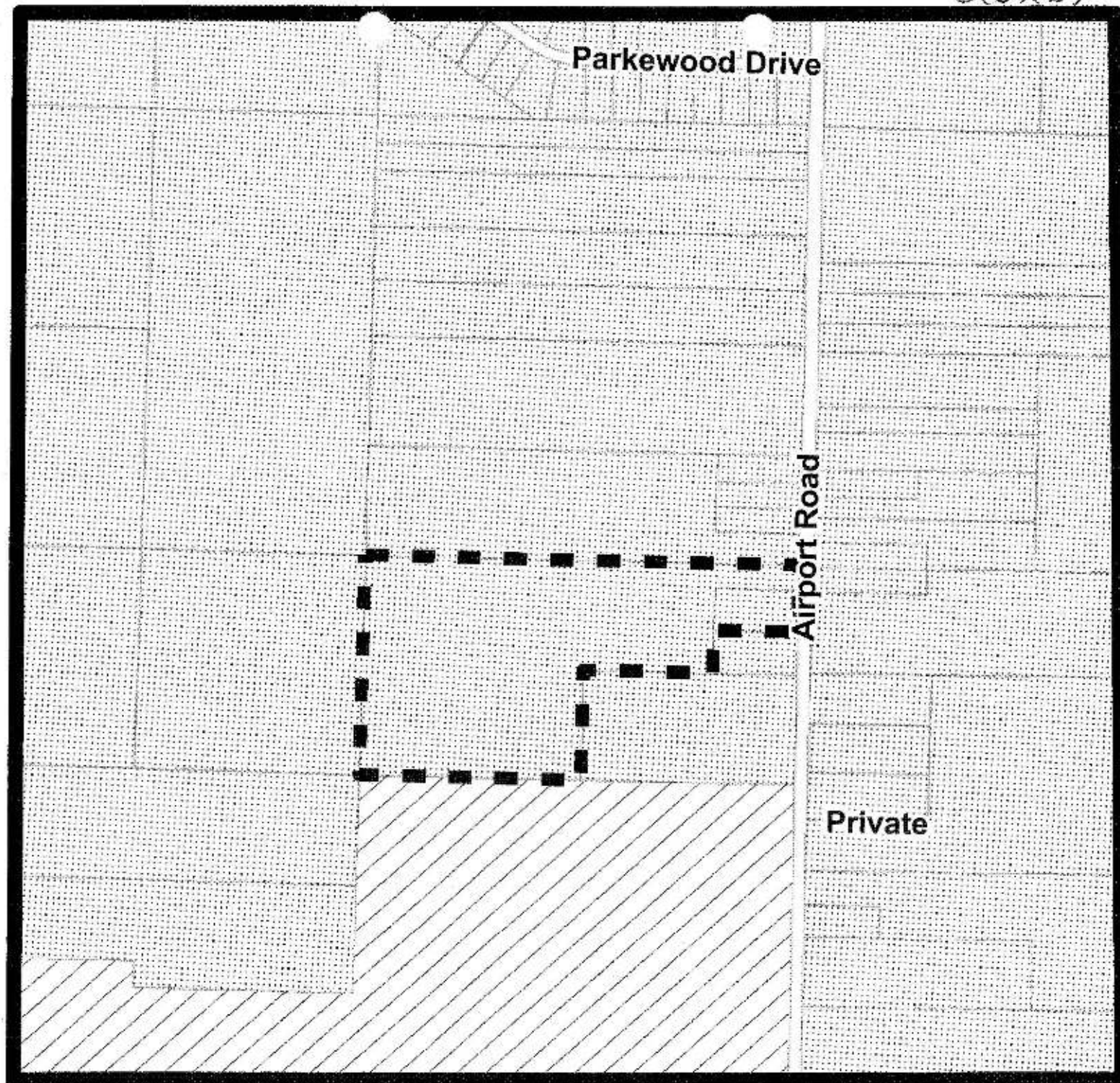
DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO:

128. Notwithstanding the Rural Area Policies of the Official Plan, the lands described as Sec 11 PT NE ¼ PCL 1686 AWS located on the west side of Airport Road, approximately 900m south of its intersection with Parkewood Drive, 779 & 763 Airport Road, may be utilized as a landscaping contractor's yard..

INTERPRETATION

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

(b)(6)(b)



OFFICIAL PLAN SCHEDULE "C" LAND USE MAP

SCHEDULE "A" TO AMENDMENT No. 189

763 & 779 AIRPORT ROAD

■ Subject Area = 763 & 779 Airport Road

Official Plan Land Use

- Rural Area
- /// Airport Lands



Metric Scale
1 : 10000

PLANNING APPLICATION
A-22-12-Z-OP

Pat Schinners

From: Don Maki
Sent: June 13, 2012 2:37 PM
To: Don McConnell; Pat Schinners
Cc: Larry Kennedy
Subject: 779 Airport Road Rezoning applicationA-22-12-Z.OP

Hi Don

This site was the former Agra bond site used for composting industrial waste. The license for disposal has been revoked on the request of the owner. There is confirmation that the site has been closed in accordance with the approved closure plan. We have recently issued building permit and a final occupancy permit for a new single family dwelling on this site. If the owner wishes to use the recently constructed dwelling for this proposed business operation then a change of use permit would be required from our division and possible buildings code upgrades would be required to be made as well. We have recently sent a request for prosecution for a new sign erected on the property without the benefit of a permit.

Don

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

www.cityssm.on.ca

www.celebrate100saultstemarie.com

Celebrating 100 years as a city in 2012!

Pat Schinners

From: Marlene McKinnon <mmckinnon@ssmrca.ca>
Sent: June 14, 2012 1:51 PM
To: Pat Schinners
Cc: Peter Tonazzo; Linda Whalen; Anjum Amin; Rhonda Bateman
Subject: SSMRCA Response - A-22-12-Z.OP - 763 & 779 Airport Road

June 14, 2012

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-22-12-T
Tree Men and A Chainsaw
763 and 779 Airport Road
Sault Ste. Marie

The subject property is located in an area under the jurisdiction of the Conservation Authority with regard to the O. Reg. 176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses as it is within the buffer zone of the adjacent wetland to the south. A site plan review will be required prior to any development on the subject properties.

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

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

Marlene McKinnon

GIS Specialist
Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East,
Sault Ste. Marie, Ontario P6A 5K7
Business: (705) 946-8530 ext 204
Fax: (705) 946-8533
Email: mmckinnon@ssmrca.ca

6(6)(b)

S. Hamilton Beach, P. Eng
Deputy Commissioner



Larry Girardi
Commissioner

June 19, 2012

Donald McConnell
Planning Director

Subject: Application Number A-22-12-Z.OP
Request for an amendment to the Official Plan and Zoning By-law

Applicant: Tree Men and A Chainsaw

Subject Property: 763 & 779 Airport Road

Staff from Public Works and Transportation has reviewed this application and have no objections. It should be noted that the drainage ditch, as indicated on the site plan, is not maintained by PWT.

If you have any further questions please contact me at (705) 759-5207.

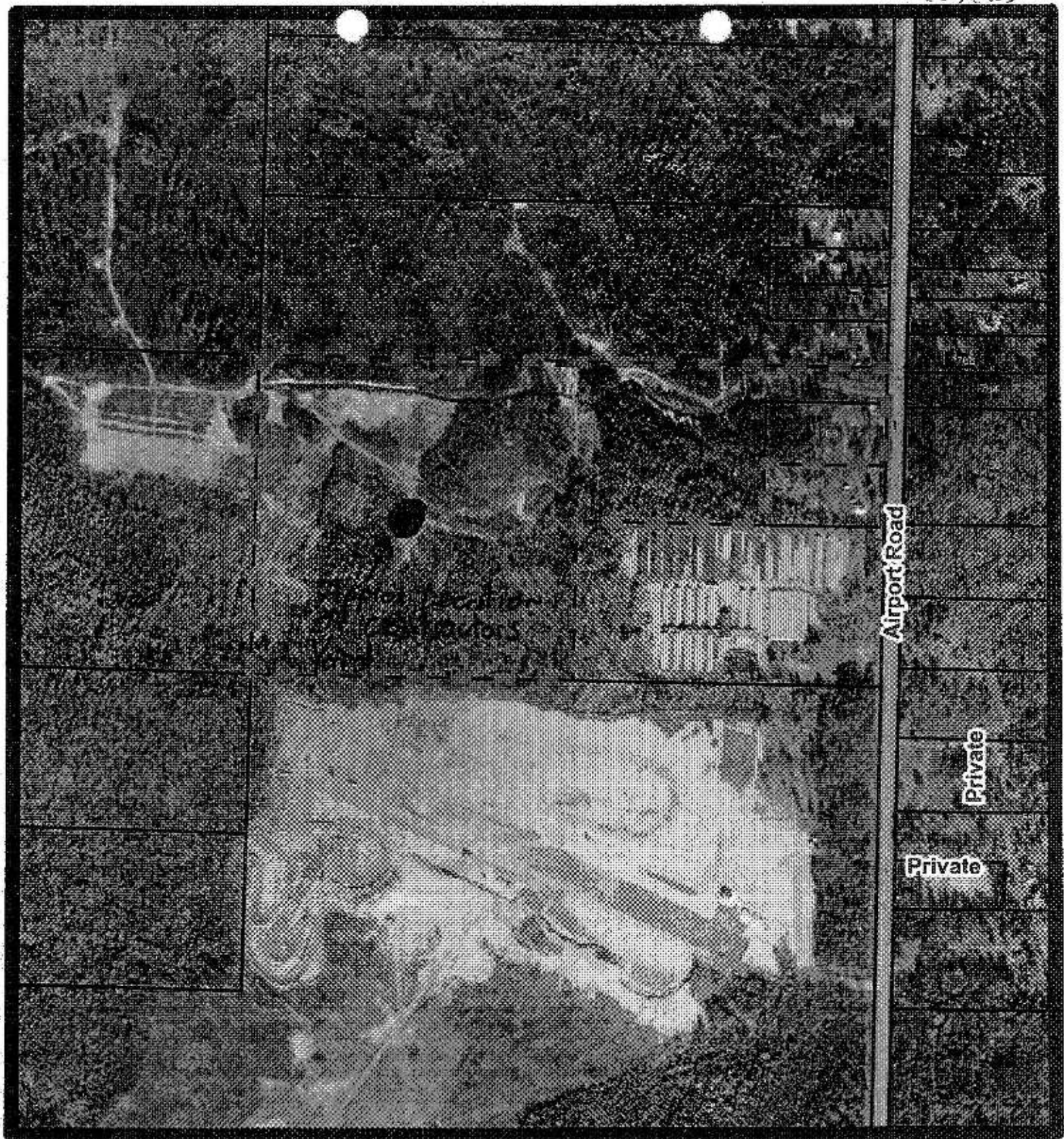
Susan Hamilton Beach

Susan Hamilton Beach, P. Eng.
Deputy Commissioner
Public Works and Transportation

c.c. Dan Perri, EIT
Linda Whalen, Conservation Authority

H:\Planning Reports\Rezoning & OP Amend\Airport Road - 763 & 779.doc

(b)(6)(b)



2008 ORTHO PHOTO

PLANNING APPLICATION A-22-12-Z-OP

763 & 779 AIRPORT ROAD



Metric Scale
1 : 6500

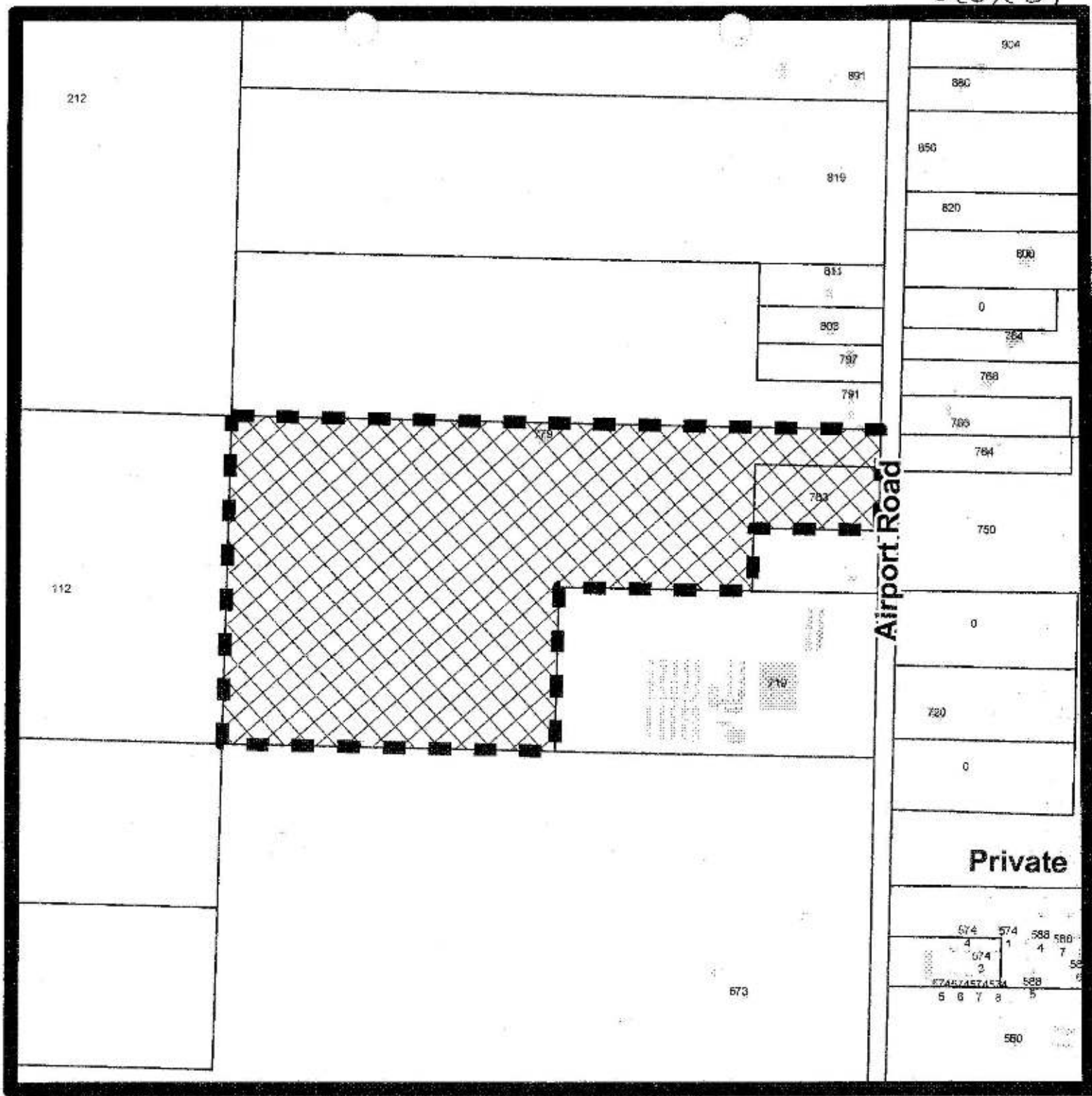


Subject Area = 763 & 779 Airport Road

Maps
519 & 2-12

Mail Label ID
A-22-12-Z

6(6)(b)



SUBJECT AREA MAP

PLANNING APPLICATION A-22-12-Z-OP

763 & 779 AIRPORT ROAD

-  Subject Area = 763 & 779 Airport Road
-  Subject Area = 763 & 779 Airport Road

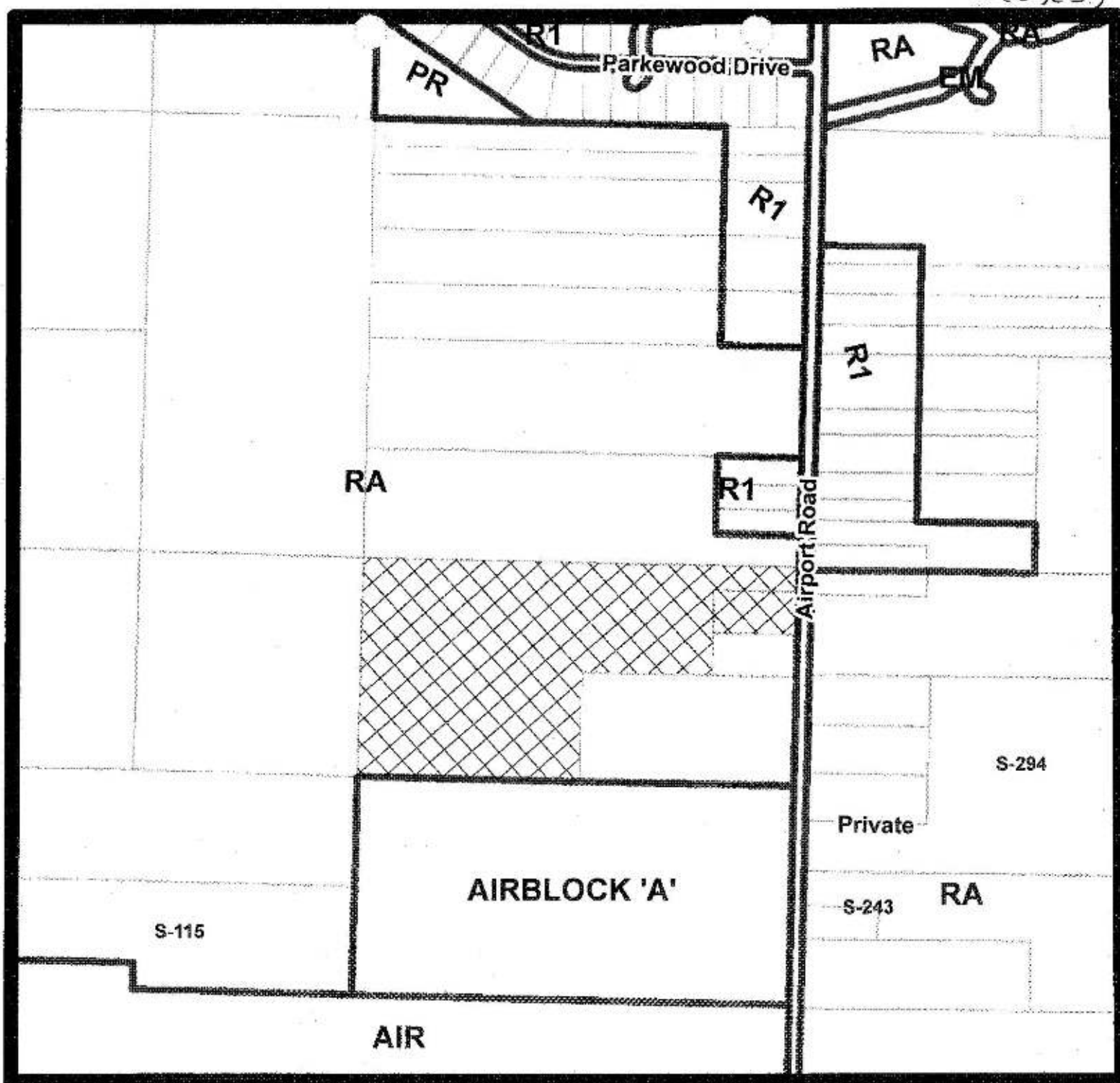


Metric Scale
1 : 6500

Maps
519 & 2-12

Mail Label ID
A-22-12-Z

(b)(6)(b)(7)



EXISTING ZONING MAP

PLANNING APPLICATION A-22-12-Z-OP

763 & 779
AIRPORT ROAD

-  Subject Area = 763 & 779 Airport Road
-  R1 - Estate Residential Zone
-  RA - Rural Area Zone; RAhp
-  EM - Environmental Management Zone
-  AIR - Airport Zone
- S-# = Special Zoning



Metric Scale
1 : 10000

Map Label ID Maps
A-22-12-Z 519 & 2-12

Homeowners in Ontario could soon finance efficiency retrofits and solar panel installations through an additional charge on their property taxes, but only if the province makes good on regulatory changes it proposed last month.

The amendments, which affect the Municipal Act and City of Toronto Act, have to do with a financing tool used by municipalities called "local improvement charges."

If a sewer pipe is replaced, a sidewalk laid or a road repaved, a town or city can spread part of the cost among affected property owners through a special charge added to their property tax bill.

To date, such charges have been limited by law to neighbourhood improvement projects. But Toronto councillor Mike Layton said the proposed changes would allow municipalities to enter into agreements with individual property owners wishing to, for example, invest in changes to their home that would reduce energy or water consumption.

"Your property itself can qualify for a local improvement charge," said Layton, who is eager to see pilot projects launched in Toronto that would take advantage of this new municipal tool. "We've got to prove to people that this works."

It's an important development, given that the McGuinty government seems to have dropped the ball on its conservation efforts. As Gord Miller, Ontario's environmental commissioner, recently pointed out in an annual report, "the conservation promises of the Green Energy Act remain un-



TYLER HAMILTON
CLEAN BREAK

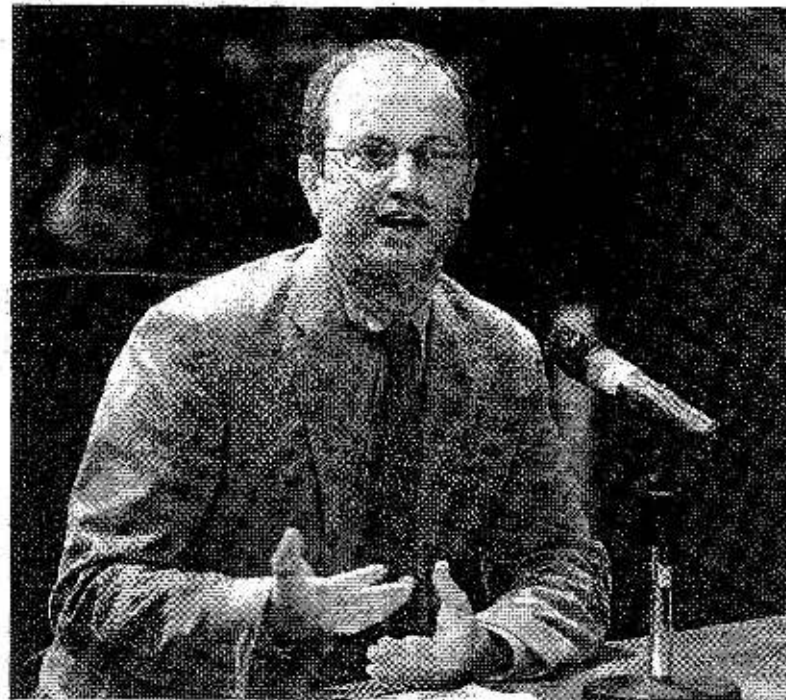
fulfilled" and "some commitments appear to have been quietly abandoned."

Empowering municipalities may be one of the best ways to make up for lost time. The regulatory changes mean municipalities would be able to leverage their ability to raise cheap capital through bond issues, and then offer homeowners low-interest financing that can be paid back over 10 or 15 years through property taxes.

If designed correctly, the energy or water savings that result will more than offset the monthly or annual payments. In the case of solar, revenues from clean electricity sold to the province under the feed-in-tariff program would more than cover the local improvement charge.

An added bonus is that the local improvement charge is tied to the home, not the homeowner, so it doesn't add to your personal debt load.

One of the key champions of this model has been Sonja Persram, president of Sustainable Alternatives Consulting in Toronto (I wrote about her efforts last November).



COLIN MCCONNEL/TORONTO STAR

Toronto councillor Mike Layton backs the regulatory changes because he says the province has stalled on conservation efforts.

Persram has studied the approach closely over the past three years, working with groups such as the David Suzuki Foundation to build support among business leaders, labour groups and particularly Ontario municipalities.

"There's been a huge amount of interest from a broad spectrum of municipalities, at all levels," said Persram, adding that she's pleased to see the province taking action.

Another big fan is Bill Johnston, former president of the Toronto Real Estate Board and current director with the Canadian Real Estate Association.

"The program imposes no costs

upon any level of government. In fact, it may provide a small return at the municipal level," he said. "It will create employment, generating extra tax dollars at the provincial and federal levels. Furthermore, by improving indoor air quality, health care costs will be reduced."

Layton, anticipating that the amendments will be passed, sent a letter earlier this month to the city's Economic Development Committee asking that it get the city manager to develop a pilot program and conduct an economic analysis in time for the committee's October meeting.

Proposed changes mean property owners could obtain financing to invest in renos to reduce energy or water usage

He envisions the program being tested in four Toronto districts, starting with a focus on energy efficiency retrofits and potentially expanding to water conservation and green energy projects, including solar and geothermal.

"We'd basically pick a handful of communities where there's interest, and give it a try," said Layton.

The challenge between now and then is to demonstrate to the rest of council that such a program wouldn't come at a cost to the city. The benefits, however, are that it would contribute to environmental objectives and create economic activity and jobs for the city and surrounding region.

Another plus is that, by spurring energy and water conservation, pressure is taken off of city infrastructure.

In other words, more efficient use of existing infrastructure will defer the big cost of future upgrades and expansions.

"Once you present all the evidence, and maybe I'm naïve here, but I would think the majority of members of the executive committee would say it's foolish to not approve this kind of strategy," Layton said.

This all assumes, of course, that the province follows through. Tyler Hamilton, author of *Mad Like Tesla*, writes weekly about green energy and clean technologies.

7/12)



June 6, 2012

Dear, Chair of the Economic Development Committee

RE: Proposed Energy and Water Efficiency Initiative for the Residential Sector

On May 16, 2012 the Ministry of Municipal Affairs and Housing (MMAH) publicly posted a proposal to amend the Local Improvement Charges regulations under the Municipal Act, 2001 (O.Reg. 586/06) and the City of Toronto Act, 2006 (O.Reg. 596/06) (the proposal can be viewed at:

<http://www.ontariocanada.com/registry/view.do?postingId=6982&language=en>).

These proposed changes have been made in response to requests made by municipal governments, NGOs, unions and business leaders over the past few years. Once these regulatory changes take effect, municipal governments will be able to offer property owners a cost-effective means of financing energy and water efficiency retrofits to their property through a self-sustaining debt program.

I believe a well designed initiative that supports residents in implementing energy and water efficiency measures will:

- Create opportunities for additional economic activity within the City by generating new employment opportunities;
- Help Toronto residents save money on their utility bills that can be invested here in Toronto;
- Reduce capital costs for the utility companies as they continue to grow and maintain their infrastructure to meet growing demands associated with an ever-expanding Toronto;
- Reduce local sources of air pollution to improve local air quality and, in turn, help address health issues such as asthma;
- Reduce local greenhouse gas emissions; and
- Help achieve Council's stated emission reduction and energy conservation targets from the Climate Change Action Plan and the Sustainable Energy Strategy.
- Provide a program at, or near, zero net cost to city.

I know this, because such results already are occurring in municipalities across Canada, the United States and Europe and have been identified as possible here in Toronto. For example, the City's Home Energy Assistance Toronto program that concluded in April 2011 assisted 21,500 homeowners in making their property more energy efficient and by doing so created an estimated 175 person years of employment and resulted in an estimated reduction of 5,700 tonnes of greenhouse gases. Research prepared as part of the Tower Renewal initiative has documented that retrofitting the targeted 1,000 high rise buildings can generate in the order of 30,000 person years of employment while helping renew communities, reduce energy consumption and emissions.

Therefore, I ask that the Economic Development Committee request the City Manager, in consultation with the Chief Corporate Officer, the Director of the Toronto Environment Office, the Director of the Tower Renewal Office, the City Solicitor, the Chief Building Official, the Toronto Atmospheric Fund, the General Manager of Economic Development and Culture and the Director of Corporate Finance to prepare for the Executive Committee meeting in October, 2012 a report outlining a proposal for a pilot energy and (potentially) water efficiency program for residential property owners to be delivered in at least four distinct residential neighbourhoods (one per Community Council district) that:

1. Identifies the energy efficiency retrofit measures that will achieve optimal economic and environmental impact and therefore will be the key energy efficiency retrofit measures that will qualify under this program;
2. Uses the features of the Province's and the City's new Local Improvement Charge regulations (assuming it is adopted by cabinet in substantially the same form as has been publicly posted for comment) to provide self-sustaining, low cost financing that links repayment to the property being improved;
3. Establishes a financing repayment approach that is guided by the principle of allowing residents to repay the amount utilizing annual financial savings achieved through the energy and water efficiency retrofits;
4. Makes it simple and easy for property owners to participate in this program;
5. Generates local employment opportunities and potentially creates job training and development opportunities for select at risk populations;
6. Seeks to source, wherever permitted and feasible, locally produced products, goods and services;
7. Seeks to pre-qualify energy evaluators and contractors.

8. Engages and collaborates with key external parties, in particular Toronto Hydro, Enbridge Gas, and the Ontario Power Authority; and
9. Provides a business case and full cost assessment of the financial, economic, environmental and social costs and benefits of the proposed program.

I thank you for your consideration of this item and look forward to working with you on exploring the opportunities created by the Province's proposed changes to its Local Improvement Charges regulations to help residents save money, create employment and reduce emissions that cause air pollution.

Sincerely,



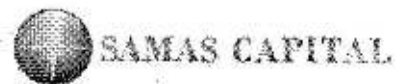
Mike Layton
Toronto City Councillor
Ward 19, Trinity-Spadina

Signed on to letter:

Toronto Real Estate Board
Toronto Board of Trade
Central Ontario Building Trades
Sustainable Alternatives Consulting
Environmental Defence Canada
Samas Capital
Toronto Environmental Alliance
Toronto and York Region Labour Council
Green Saver
Project Neutral
Leap Frog Sustainability
Sustainable Housing Foundation
Community Partners Group & CU Consulting Group



TORONTO
BOARD OF TRADE



environmental
defence
INSPIRING CHANGE



THE CORPORATION OF THE CITY OF SAULT STE. MARIE**BY-LAW 2012-134**

AGREEMENTS: (13) A by-law to authorize the execution of the ArcGIS Online Community Maps Program Participation Agreement between the City and ESRI Canada Limited.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the ArcGIS Online Community Maps Program Participation Agreement in the form of Schedule "A" hereto dated the 16th of July, 2012 and made between the City and ESRI Canada Limited.

2. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

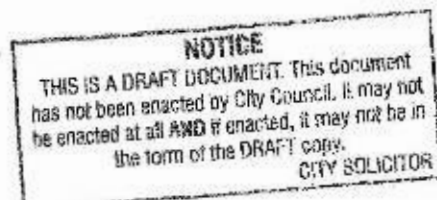
3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 16th day of July, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE



**ArcGIS ONLINE COMMUNITY MAPS PROGRAM
PARTICIPATION AGREEMENT**

Agreement No. _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE (hereinafter referred to as "Contributor") is entering into this agreement to participate in the ESRI Canada Limited (ESRI Canada), ArcGIS Online Community Maps Program in the capacity as a data provider, data contributor or data licensor.

By entering into this agreement, Contributor is confirming its intent to contribute its geographic data content ("Content"), as described in Exhibit 1 to this agreement, and is willing to allow its Content to be processed, hosted, published, and redistributed by ESRI Canada for the use of ArcGIS end users and developers.

Contributor acknowledges that it understands ESRI Canada's intended use of the Content for the purpose of the ArcGIS Online Community Maps Program inclusive of ESRI Canada's re-distribution of the Content to Esri Inc. for use by Esri Inc. as provided in Esri Inc.'s ArcGIS Online Community Maps Program Description <http://www.esri.com/software/arcgis/arcgisonline/community-maps.html>

CONTRIBUTOR LICENSE GRANT

Contributor participation in the ESRI Canada ArcGIS Online Community Maps Program shall be conditioned on the following terms:

1. This is a license agreement and not an agreement for sale between ESRI Canada and Contributor. This license gives ESRI Canada certain limited rights to use Contributor's Content.
2. Contributor grants to ESRI Canada, and ESRI Canada accepts a nonexclusive, nontransferable, royalty-free license to use the Content in connection with Esri Inc.'s ArcGIS Online Community Maps Program.
3. Contributor acknowledges and agrees that the license use rights granted to ESRI Canada in Section 2 above shall at a minimum permit the following uses of the Content :
 - a. Use, copy, process, and integrate Content into one (1) or more existing datasets created by ESRI Canada or its authorized partner(s) for publishing purposes; and
 - b. Use and copy processed Content for the purpose of publishing Content via the Internet, or other server based technology, as online services for use in conjunction with ArcGIS or other Web-based applications and to redistribute processed Content as part of a Data Appliance to developer(s) for publishing via the Internet or Intranet, provided the Content may not be distributed via any data download process or delivery system without acquiring additional written license rights; and
 - c. Use the licensed Content for marketing, beta, evaluation, demonstration, and/or training purposes of its distributors, sales representatives, or end user(s); and
 - d. Provide end user(s) the right to cache processed Content for use within the client-side applications, provided, however, any other storage or redistribution by the end user(s) is not permitted without acquiring additional written license rights; and
 - e. Provide end user(s) the right to make printed copies, or soft copy images, of Content for their own internal business purposes only; and
 - f. Provide developer(s) the right to use, copy, publish, and display processed Content for purposes permitted by ESRI Canada.
 - g. Sublicense the Content to third parties including but not limited to Esri Inc. for use in accordance with the user rights granted to ESRI Canada under this agreement including the rights specified above under Sections 3(a) through 3(f) of this agreement or for use in connection with the ArcGIS Online Community Maps Program.

ESRI CANADA ACKNOWLEDGEMENTS

ESRI Canada acknowledges that use of Contributor Content shall be subject to any additional or special terms specified under Exhibit 1 to this Agreement and to the following Warranties, Disclaimers, and Limitations of Liabilities:

1. Contributor represents and warrants that at the time it has entered into this agreement, Contributor owns or has title to Content and has the right to enter into this agreement and has the power to grant the licenses granted herein.
2. EXCEPT AS EXPRESSLY STATED HEREIN, CONTRIBUTOR DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING ITS CONTENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTRIBUTOR DOES NOT WARRANT THAT CONTENT WILL MEET THE NEEDS OR EXPECTATIONS OF ESRI CANADA OR ITS END USERS OR THE ArcGIS Online Community Maps Program, THAT THE OPERATION OF CONTENT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.
3. BOTH PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT CONTENT HAS BEEN OBTAINED FROM SOURCES BELIEVED TO BE RELIABLE, BUT ITS ACCURACY AND COMPLETENESS ARE NOT GUARANTEED. CONTENT MAY CONTAIN SOME NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS. CONTRIBUTOR IS NOT INVITING RELIANCE ON CONTENT AND THE END USER(S) SHOULD ALWAYS VERIFY ACTUAL CONTENT OR DATA INCLUDING, BUT NOT LIMITED TO, MAP, SPATIAL, RASTER, AND TABULAR INFORMATION.
4. BOTH PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS AND THAT (1) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (2) NEITHER PARTY HAS CONTROL OVER THE INTERNET, AND (3) NEITHER PARTY IS LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE SERVICES.
5. ESRI CANADA AND CONTRIBUTOR AGREE THAT THE LIABILITY OF EACH HEREUNDER FOR DAMAGES TO THE OTHER PARTY, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE LICENSES GRANTED HEREIN (IF ANY).

IN NO EVENT SHALL ESRI CANADA OR CONTRIBUTOR BE LIABLE TO THE OTHER PARTY FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR USE OF CONTENT, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ESRI CANADA OR CONTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ESRI CANADA CONSIDERATIONS

For its part, in consideration of the licenses granted above, ESRI Canada agrees to cooperate with Contributor and perform or provide the following:

1. ESRI Canada or its authorized partner(s) will review Contributor Content and evaluate its suitability for use with other services datasets. ESRI Canada reserves the right, at its sole discretion, to not use or publish Content that may not be suitable for use with its other datasets or commercially practical to publish or distribute.
2. ESRI Canada will provide, at no charge and upon written request by Contributor, access to Contributor's processed Content created by ESRI Canada or its authorized partner(s) for internal use by Contributor.
3. ESRI Canada will provide, in a manner and place that ESRI Canada determines commercially practical, attribution to Contributor as a source of content for the service or dataset in which its Content is published or distributed.

MISCELLANEOUS TERMS

Miscellaneous terms to this agreement shall include:

1. **Term and Termination.** The term of this agreement and the license rights contained herein shall be perpetual. Notwithstanding the foregoing, after a minimum period of three (3) years from the commencement date of the agreement, either party may terminate this agreement by providing a written notice of termination to the other party at least ninety (90) days from the date of delivery of such notice. In the event of such termination, ESRI Canada will no longer update the online map services and maps on the data appliance with participant's data.
2. **Governing Law.** This agreement will be governed by the laws of Ontario, Canada without reference to conflict of laws principles. Any dispute arising out of or relating to this Agreement, or the breach thereof, which cannot be settled first through negotiation, shall be finally settled by arbitration administered under the Rules of Arbitration of the International Chamber of Commerce except as otherwise mutually agreed between the parties. This license agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
3. **Relationship of the Parties.** The parties hereto agree that each is an independent contractor with respect to this Agreement and that this Agreement does not constitute an agency, partnership, franchise, or joint venture and that nothing herein contained is intended to constitute, nor shall it be construed to constitute, the parties as agents, partners, franchisor/franchisee, of each other. Except as expressly provided in this Agreement, neither party shall have any power or authority to act in the name or on behalf of the other party except with the prior, express written consent of the other party.
4. **Sales and Use Taxes.** If required by any law or regulation, each party shall assume its respective responsibility for claiming and remitting to its respective taxing authority any and all sales, use, VAT, or other taxes arising from the transaction contemplated by this Agreement.
5. **Force Majeure.** Neither party shall be responsible for any failure to perform or delay in performing any of its obligations hereunder where and to the extent that such failure or delay results from causes outside the reasonable control of the respective party.
6. **Notices.** All notices and communications required or permitted under this Agreement shall be in writing and shall be sent by registered or certified mail, postage prepaid return receipt requested or by facsimile ("fax") transmission (that is confirmed as successfully transmitted on the senders fax machine) to the parties at their respective addresses set forth below or to such other address as either party may from time to time specify by notice to the other given as provided in this Article.

If to ESRI Canada:

ESRI Canada
12 Concorde Place
Suite 900
Toronto, Ontario
Attn: Technology and Solutions Director
Phone: 416-386-6407
Fax: 416-443-8637

If to Contributor:

Attn: _____
Phone: _____
Fax: _____

7. **Successors and Assigns.** The Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall not be construed to confer any right, interest, or benefit in favor of any other person. Notwithstanding the foregoing, either party may assign its rights and interests under this Agreement, in whole and not in part, with the prior, express written consent of the other party to this Agreement, and such consent shall not be unreasonably withheld or delayed.
8. **Equitable Relief.** Both parties agree that any breach of this Agreement by the other party will cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, such party shall have the right to seek an injunction, specific performance, or other equitable relief to prevent the continuous violations of these terms.
9. **Agreement; Amendments.** The ArcGIS Online Community Maps Program Participation Agreement and its Exhibit 1, which are incorporated by this reference, constitute the sole and entire agreement of the parties as to the matter set forth herein and supersede any previous agreements, understandings, and arrangements between the parties relating hereto. Upon delivery of any Content to ESRI Canada by Contributor, Contributor is deemed to have agreed to all of

these terms. Except as otherwise expressly provided herein, any Amendment(s) and/or Addendum(s) to this Agreement must be in writing and signed by an authorized representative of each party. In the event of a conflict between any additional or special terms contained in Exhibit 1 of this agreement and the general terms of this agreement the additional or special terms contained in Exhibit 1 shall prevail.

This agreement is hereby executed by the parties authorized representatives and shall be effective as of the date of the last party to execute below.

(Contributor) THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

ESRI CANADA LIMITED.
(ESRI Canada)

Signature: _____

Signature: _____

Printed Name: DEBBIE AMAROSO

Printed Name: _____

Title: MAYOR

Title: _____

Date: July 16, 2012

Date: _____

Signature:

MALCOLM WHITE
CITY CLERK

Date: July 16, 2012

We have the authority to bind the
Corporation

EXHIBIT 1 DESCRIPTION OF CONTENT

The following gives a brief summary of Contributor's Content to be made available through this agreement. This information should include a description of Content and any required copyright attribution notices. If you are contributing multiple types of content, you may submit multiple pages for this exhibit as needed. Contributor should provide complete metadata information with Content that is delivered to ESRI Canada.

CONTENT SUMMARY

Type of Content: _____ (e.g., imagery, streets, buildings)

Roads
Highways
Parcels
Administrative Boundaries
City/neighbourhood boundaries
Park Areas
Buildings
Water Bodies
Rivers/Streams
Railways
Transit
Contours
Elevation/Summits
Landform
Landmark Areas
Bikepath
Digital Elevation Model (DEM)
Vegetation
Landuse
Points of Interest
Bridges
Parking Lot

Content Description: _____

Coverage Area: _____ (e.g., city, municipality / province)

Resolution or Scale: _____ (e.g., 1 m resolution, 1:10,000 scale)

Coordinate System: _____ (e.g., UTM)

Data Format: _____ (e.g., TIFF / Shapefiles / Geodatabase)

Approx. Data Size: _____ (e.g., 10 GB, 100 GB)

Update Frequency: _____ (e.g., How often does contributor plan to update content - annual / quarterly)

Content Info URI: _____

Additional Info (Optional): _____

INTELLECTUAL PROPERTY NOTICES

Preferred Type of Attribution: _____ Source _____ Copyright _____

Name of Contributor: _____

ADDITIONAL OR SPECIAL TERMS

10(b)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-135

AGREEMENTS: (E2.3) A by-law to authorize an agreement between the City and ThyssenKrupp Elevator (Canada) Limited for an ongoing 10 year maintenance of the Civic Centre and Ontario Works elevators.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto attached and dated the 5th day of July, 2012 between the City and ThyssenKrupp Elevator (Canada) Limited for an ongoing 10 year maintenance of the Civic Centre and Ontario Works elevators.

2. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

3. **EFFECTIVE DATE**

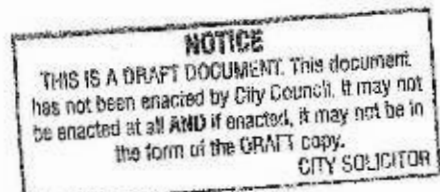
This by-law takes effect on the day of its final passing.

PASSED in open Council this 16th day of July, 2012.

MAYOR -- DEBBIE AMAROSO

CITY CLERK -- MALCOLM WHITE

ct/staff/by-laws/2012/2012-135/agreement ThyssenKrupp



10(b)

Schedule "A"

ThyssenKrupp Elevator (Canada) Limited
MASTER COVERAGE AGREEMENT

Master Coverage Service is a systematic program of protective maintenance designed to keep the elevating equipment in proper operating condition throughout the contract term.

All work will be performed by experienced technicians directly employed, trained and supervised by ThyssenKrupp Elevator (Canada) Limited (hereinafter called "ThyssenKrupp Elevator") and supported by our complete technical facilities.

This elevator maintenance service will be provided to: *(hereinafter referred to as purchaser)*

The Corporation of the City of Sault Ste Marie
P.O. Box 580
Sault Ste Marie, ON,
P6A 5N1

For the following elevating devices

ELEVATING EQUIPMENT:

# of units	Manufacturer	Type	Capacity	Speed
1	Dover	Hydraulic		

GOVERNMENT INSTALLATION #(S):
67151

UNIT SERIAL NUMBERS:

(hereinafter referred to as "elevators")

Located at:

Ontario Works Building
540 Albert St. East
Sault Ste Marie, ON, P6A 7P7

Servicing of the elevators will be performed on a regular and systematic basis. This service will commence July 15, 2014 for an initial Ten (10) year contract period, and will continue for subsequent periods of Three (3) years throughout the life of the equipment or until terminated as provided herein.

ThyssenKrupp Elevator shall provide our maintenance service in full accordance to the CSA-B44 code, standards on elevator maintenance.

ThyssenKrupp Elevator (Canada) Limited

MASTER COVERAGE AGREEMENT

3.0 In addition, under this Master Coverage Agreement ThyssenKrupp Elevator will:

1. Provide emergency service promptly if any trouble should develop between the regular examinations, and the Purchaser agrees to notify ThyssenKrupp Elevator without delay if such trouble occurs. (An emergency shall be deemed to exist if passengers are trapped or if more than 50% of the elevators in any one group are out of service.) This emergency service, limited to the investigation of trouble, passenger assistance, minor adjustments and minor repairs, will be available on a 24-hour basis. This service outside regular working hours is included in the contract price.
2. Perform maintenance-speed no-load test of the safety stopping devices on a frequency as required by the Provincial regulations.
3. Replace all wire ropes as often as deemed necessary by ThyssenKrupp to maintain an adequate factor of safety, recognizing the standards endorsed by the elevator industry and the CSA-B44 elevator code.
4. Repair or replace conductor traveling cables as deemed necessary by ThyssenKrupp.
5. Regularly check, and as necessary, equalize the tension on all hoisting ropes.
6. Maintain the machinery in clean condition, and regularly clean the machine room, hoistway and pit areas of all dirt and debris relevant to normal elevator operations.
7. Furnish all lubricants, cleaning compounds and oiling equipment. All lubricants will meet rigid ThyssenKrupp specifications with respect to particular applications for which they are required.
8. Maintain the systems capacities of these elevators as found at the start of the elevator service agreement.
9. Supply special hydraulic operating fluid as required to replenish normal seepage.
10. Provide pre-planned repairs, where significant interruption to elevator operation is involved, the repair will be scheduled to suit the Purchaser's convenience wherever reasonably possible within the scope of this contract.
11. ThyssenKrupp shall assist in any repair and/or upgrade that the elevating system(s) may need that falls outside the coverage of this contract. This will include our expertise as to available products, recommendations and long range asset planning to ensure that the continued satisfaction of the purchaser is maintained.

3.1 The following is not included under this contract:

1. ELEVATORS:

Refinishing, cleaning, repair or replacement of cab and door paneling, handrails, floor and floor covering, door frames and sills, illumination lamps & ballasts, intercommunication systems, tuned piping and hydraulic jack cylinder, main disconnect switches and their fuses or circuit breakers, emergency power transfer switchinggear, ventilation fans. Accessory equipment unrelated to normal elevator operation is not covered by this contract.

2. ESCALATORS:

- a) **Balustrades:** including deck covers, moldings, interior panels and skirt panels.
- b) **Trues:** wedge guards and escalator lightings.
- c) **Painted Surfaces:** including the demarcation line painted on the steps or combplates.

ThyssenKrupp Elevator (Canada) Limited

MASTER COVERAGE AGREEMENT

5.0 TERMS AND CONDITIONS

1 Working Hours

The contract price is based on all work being done during regular working hours (8am to 5pm, Monday to Friday) unless otherwise specified herein. Any work included in the contract price but performed outside the working hours as indicated shall be subject to an additional charge for the difference between ThyssenKrupp Elevator's normal billing rates between regular and overtime work. Regular and overtime working rates will be stipulated by the applicable labour agreement with which ThyssenKrupp Elevator must comply in the region where the agreement is to be maintained.

2 Additional Work

- a) Work necessitated by misuse, vandalism, excessive heat in the elevator machine room, electrical voltage fluctuations, storm, fire, flood, riot, removal/replacement of any lift/liftway or any other cause beyond ThyssenKrupp Elevator's control, except the wear and tear of normal elevator/equipment usage, is extra to this contract and shall be subject to additional charge at the applicable billing rates for material and labour. Purchaser shall not make changes to the equipment without the prior written consent of ThyssenKrupp Elevator. Wherever reasonably possible, the Purchaser's prior approval shall be obtained for such work.
- b) This contract does not include the making of tests, additions or modified ones to the wiring and/or escalators, as may be required by governmental authorities or independent third parties, unless otherwise accepted by ThyssenKrupp Elevator and/or specified herein. ThyssenKrupp Elevator services shall also not be extended to include any equipment added and/or modified subsequent to the Proposal Date, unless such changes are specifically accepted by ThyssenKrupp Elevator.

3 Schedules

The service shall be provided in accordance with ThyssenKrupp Elevator standard maintenance practices for such services and ThyssenKrupp Elevator shall not be obligated to do any work scheduled herein prior to the time when such work is deemed necessary by us to deliver an adequate factor of safety.

4 Suspension

ThyssenKrupp Elevator may suspend the services provided herein, upon written notice to the Purchaser, if payments have not been made in accordance with the terms of the contract. During any period of suspension, no monthly charges will be made hereunder, and the terms and conditions of this contract shall remain in effect, except that ThyssenKrupp Elevator shall not have any liability for anything occurring during or resulting from such suspension. Upon restoration of ThyssenKrupp Elevator services, any work required to restore the elevators to their suspension date condition shall be extra to the contract price. The contract period in which a suspension commences shall be extended by the number of days of the suspension.

5 Termination

Either party may terminate ThyssenKrupp Elevator's services under this agreement at the end of the initial contract period or the end of any subsequent contract period by providing the other party with written notice within 90 to 120 days prior to the end of the applicable contract period.

6 Change of Ownership

In the event of the sale, lease or other transfer of the elevator equipment described herein, or the premises in which they are located, you agree that the intended transfer shall be made conditional upon the acceptance and assumption of the terms, conditions and obligations of this contract by the transferee and the delivery to ThyssenKrupp Elevator of the transferee's acknowledgment. You will be held responsible for the performance of all terms, conditions and obligations stipulated in this contract in the event that you fail to comply with the terms of this paragraph.

7 Liability

ThyssenKrupp Elevator is not an insurer and shall not be liable for damage to property or for injury or death of any persons, except for damage, injury or death resulting directly from the negligence of ThyssenKrupp Elevator or its employees, and with that exception the Purchaser agrees to indemnify, defend and hold ThyssenKrupp Elevator harmless from any such claim. ThyssenKrupp Elevator shall not be liable for any incidental or consequential loss or damage arising from the failure of the elevators to operate. Without limiting the generality of the foregoing, ThyssenKrupp Elevator shall not be liable for incidental or consequential damage or loss resulting from accidents, strikes, lockouts, material and labour shortages not within the reasonable control of ThyssenKrupp Elevator or any other cause not within our reasonable control. The Purchaser hereby waives any and all rights of subrogation as against ThyssenKrupp Elevator.

10(b)

ThyssenKrupp Elevator (Canada) Limited MASTER COVERAGE AGREEMENT

8 Acceptance

If the Purchaser's acceptance is in the form of a purchase order or other document making reference to this Proposal, both parties will be bound by the terms and conditions herein, which shall take precedence over any inconsistent terms and conditions of such purchasing document.

9 Assignment

This contract and the benefits hereof may not be assigned without ThyssenKrupp Elevator's written consent.

10 Obsolescence

In the event that any part, component or assembly is no longer available from the usual sources due to obsolescence, the Purchaser agrees to allow ThyssenKrupp Elevator to replace such part, component or assembly at the Purchaser's cost. Purchaser's prior authorization shall be requested prior to proceeding with such replacement. Such authorization shall not be unduly withheld.

11 Title

If ThyssenKrupp Elevator supplied and/or installed the elevator equipment which is to be maintained under this contract and ThyssenKrupp Elevator has not yet been paid in full under its supply and/or installation contract, the Purchaser hereby acknowledges that ThyssenKrupp Elevator retains the title to the elevator and related equipment until the purchase price of the contract has been paid, and this agreement is without prejudice to ThyssenKrupp Elevator's rights under ThyssenKrupp Elevator's supply and/or installation contract.

12 Mutual Responsibilities

- a) You agree to provide us with convenient and safe access to all areas of the building and building site, in which any part of your elevator equipment may be located. You also agree to keep the elevator machine rooms and all areas free from water, stored materials, or debris. You will provide the employees of ThyssenKrupp Elevator a safe work environment and that you will remove and correct any problems associated with hazardous materials in accordance to applicable laws and/or provincial regulations.
- b) ThyssenKrupp Elevator and you agree that you have control, possession and management of the elevator equipment and that such control, possession and management is not entrusted by ThyssenKrupp Elevator but remains exclusively with the purchaser. The purchaser shall be solely responsible for the operation of the equipment, including but not restricted to, the proper loading of the elevator and related equipment to its proper capacity and the provision of warning signs, manuals and cautions that may be required or desirable to ensure safe operation of the elevator.
- c) You hereby agree to cease operation of the elevator equipment upon the occurrence of any unsafe mode of operation including any accident, alteration or change affecting the equipment and to maintain surveillance of the equipment for the purpose of detecting any such unsafe or potentially unsafe mode of operation. You also agree to notify ThyssenKrupp Elevator immediately by telephone if any unsafe or potentially unsafe mode of operation occurs.
- d) If your elevator incorporates ThyssenKrupp Elevator computer software, you agree that the use of such software is but a license for your use, solely for the purpose of operating the elevator/elevators for which this software was provided. You also agree to keep such software in confidence and will not allow this software to be otherwise copied, displayed, transferred, modified, distributed, reverse engineered and/or compiled.
- e) You retain the rights to any non-ThyssenKrupp Elevator software used by the elevators covered by this agreement but agree to allow us to make one backup or archival copy for you.
- f) You acknowledge that a machine room climate and temperature within the industry recognized 10 to 30 degree Celsius range ensures the most efficient operation of the equipment. As such you and ThyssenKrupp Elevator shall work together to ensure optimal performance of all equipment.

13 Drawings

The PURCHASER agrees to furnish a complete set of "AS BUILT" wiring diagrams for the complete system where necessary. If the elevator is built by ThyssenKrupp System or ThyssenKrupp Northern, ThyssenKrupp Elevator shall provide wiring diagrams for examination and long term use by our elevator technicians.

14 Representation

ThyssenKrupp Elevator shall assign an Account Representative to the properties covered by this agreement to provide assistance with contract, repairs, upgrades, modifications and long term planning for your vertical equipment needs. ThyssenKrupp Elevator shall also ensure that a Supervisor is available to assist the purchaser and ThyssenKrupp Elevator's employees in ensuring you receive the very best in vertical equipment maintenance.

ThyssenKrupp Elevator (Canada) Limited **MASTER COVERAGE AGREEMENT**

4.0 Contract Price

1. The Price of this service will be:
Three hundred eighty-one and 52/100 Dollars (\$381.52) per month
 payable quarterly upon receipt of invoice. At least one year from the contract commencement date and as soon as practical after we have received notice of change in the labour costs, this price shall be increased or decreased. Such increase or decrease shall be at least proportionate to the increase or decrease in the straight time hourly labour cost (the sum of the straight time hourly labour wage plus any other related costs and the average cost of fringe benefits paid by us for elevator examiners in the locality where the equipment is to be serviced) and will occur annually on the contract anniversary date as compared with the previous year's labour cost applicable to this contract.
2. The price includes all applicable sales taxes. Any change in such taxes, any new taxes, or changes in tax policy which may become effective after the Proposal Date, will not be included in the current contract price. ThyssenKrupp Elevator shall advise as soon as practical after we have received such notice of change, the effects of any such change on the normally charged contract price.
3. The Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) will be included as an extra to the current contract price.
4. Simple interest at 2% per month (24% per annum) will be charged on amounts not paid when due.
5. If the purchaser defaults in making any payments under or in this contract, Purchaser agrees to pay, in addition to any defaulted amount, all ThyssenKrupp Elevator legal fees, collection costs, and court costs in connection herewith. ThyssenKrupp Elevator reserves the right to share any relevant credit information when requested of us.
6. The Proposal is subject to approval in writing by ThyssenKrupp Elevator subsequent to acceptance by the Purchaser. Upon such acceptance and approval it shall constitute exclusively and entirely the contract for the services herein described. No changes in or additions to this agreement will be binding on either party unless made in writing and executed by both parties. Presentation of this document does not supersede any terms and conditions of any ThyssenKrupp Elevator contract currently in effect.
7. The terms and conditions herein form part of this agreement.

Presented by: Matt Ferlaine
Maintenance Account Manager

Phone No.: 705-542-3352 District Office: 598 Falconbridge Rd.
Sudbury, ON, P3A 5K8

Proposal Date: July 5, 2012

PURCHASER'S ACCEPTANCE: (Approved by authorized purchaser representative)

(Please sign and submit two (2) copies to ThyssenKrupp Elevator for approval) Date _____

Corporate Name The Corporation of the City of Sault Ste. Marie

Address 99 Foster Drive, Box 580, Sault Ste. Marie, ON P6A 5N1

Signature of
 Signing Officer _____

Name and Title of Mayor - Debbie Amaroso City Clerk - Malcolm White
 Signing Officer _____

THYSSENKRUPP ELEVATOR (CANADA) LIMITED APPROVAL
 Date _____ By _____

ThyssenKrupp Elevator (Canada) Limited
Maintenance Contract Services

The changes noted below will take effect as of October 1, 2012, and will thereafter become part of and subject to the terms and of the continuing maintenance Contract No. 18-CIT003-D-001-14 originally dated July 15, 1999.

which applied to the following elevating devices:

NUMBER and TYPE OF ELEVATORS:

# of units	Manufacturer	Type	Capacity	Speed
1	Dover	hydraulic		

Located in Ontario Works Building

At 540 Albert St. E. SSM ON

The following changes shall be made of the contract:

In accepting this addendum and price adjustment, The Corporation of the City of Sault Ste Marie agrees to pay \$370.41 per month beginning October 1, 2012.
 As described in article 6.9 of the contract, the annual increase or decrease will be limited to 3% for the life of the agreement.
 The Corporation of the City of Sault Ste Marie agrees to a 10 year extension of the existing contract which starts effectively July 15, 2014.
 All other terms and conditions of the existing contract still apply.

PURCHASER'S ACCEPTANCE

(Please sign and submit two (2) copies to ThyssenKrupp for approval) Date: July 16, 2012

Corporate Name: The Corporation of the City of Sault Ste. Marie

Corporate Address: 99 Foster Drive, Box 580, Sault Ste. Marie, ON H6A 5M1

Signature of

Signing Officer:

Name and Title

Page of Contract No.

Mayor - Debbie Amaroso

City Clerk - Malcolm White

10(b)

ThyssenKrupp Elevator (Canada) Limited
Maintenance Contract Services

of Signing Officer; _____

THYSSENKRUPP ELEVATOR (CANADA) APPROVAL

Date _____ By _____

ThyssenKrupp Elevator (Canada) Limited

MASTER COVERAGE AGREEMENT

Master Coverage Service is a systematic program of protective maintenance designed to keep the elevating equipment in proper operating condition throughout the contract term.

All work will be performed by experienced technicians directly employed, trained and supervised by ThyssenKrupp Elevator (Canada) Limited (hereinafter called "ThyssenKrupp Elevator") and supported by our complete technical facilities.

This elevator maintenance service will be provided to: (Elevator referred to as purchaser)

The Corporation of the City of Sault Ste Marie
99 Foster Dr.
Sault Ste Marie, ON.
P6A 5N1

for the following elevating devices:

ELEVATING EQUIPMENT:

# of units	Manufacturer	Type	Capacity	Speed
2	TKE	Traction		
1	Dover	Hydraulic		

GOVERNMENT INSTALLATION #(S):

27975, 27976, 27982

UNIT SERIAL NUMBERS:

(Hereinafter referred to as "elevators")

Located at:

Civic Centre Building
89 Foster Dr.
Sault Ste Marie, ON, P6A 5N1

Servicing of the elevators will be performed on a regular and systematic basis. This service will commence July 1, 2014 for an initial Ten (10) year contract period, and will continue for subsequent periods of Three (3) years throughout the life of the equipment or until terminated as provided herein.

ThyssenKrupp Elevator shall provide our maintenance service in full accordance to the CSA-B44 code, standards on elevator maintenance.

ThyssenKrupp Elevator (Canada) Limited

MASTER COVERAGE AGREEMENT

Under this Master Coverage Agreement, ThyssenKrupp Elevator will regularly examine, clean, adjust, lubricate, and if in our opinion conditions warrants it, we will repair or replace all electrical and mechanical components of the elevators and escalators whenever necessitated by the wear and tear of normal usage including:

1.0 ELEVATORS

1. Machines, couplings, shafts, gears, bearings, flexible mountings, cable sheaves.
2. Motors and motor-generators, windings, brushes, commutators, brush holders, bearings, exciters, tachometers.
3. Door operators, hanger sheaves, upthrust rollers, gibs, guides, protective rays, sensitive door edges, door motors, drive belts, gear reductions, interlocks, clutches, linkage, relating devices, door tracks.
4. Hoistway equipment, car and counterweight buffers, conductor cables, guide rails, guide rollers and shoes, deflector and secondary sheaves, compensating sheaves, load weighing devices, limit switches, hoistway inductors, car top operating devices.
5. Controllers and selectors, relays, coils, contacts and contact springs, shunts, resistors, condensers, transformers, stepping switches, rectifiers, motor starters, overcurrent devices.
6. Signal devices, car and hall pushbuttons, position indicators, hall lanterns and gongs, direction indicators, signal lamps, emergency lighting units.
7. Solid-state circuitry, cards, sockets, integrated circuit modules, speed regulators, timing and computing devices, transistors.
8. Brakes, magnet coils, armatures, shoes, contacts, springs, drums, linings.
9. Safety stopping devices, jaws, bearings, equalizing mechanisms, plank switches, linkage, speed governors, tripping assembly, overspeed switches, tension sheaves.
10. Hydraulic pumps and motors, belt drives, valves, pilots, strainers, mufflers, liners, plungers, guide bearings, packing and packing glands.

Accessory equipment unrelated to normal elevator operation is not covered by this contract unless otherwise specified herein.

2.0 ESCALATORS

1. Machines, including gears, thrust bearings and housings, brakes, including brake pulley, brake coil, brake contact, linings and component parts.
2. Motors, including windings, rotating elements, commutator brushes, brush holders and bearings.
3. Handrail drive, including chains, sprockets, rollers and bearings, universal joints, handrail and alignment devices.
4. Step assemblies, including treads, rollers, bearings, track, step chain, sprockets, and comb segments.
5. Governors, including bearings, contact and jaws.

ThyssenKrupp Elevator (Canada) Limited

MASTER COVERAGE AGREEMENT

3.0 In addition, under this Master Coverage Agreement ThyssenKrupp Elevator will:

1. Provide emergency service promptly if any trouble should develop between the regular examinations, and the Purchaser agrees to notify ThyssenKrupp Elevator without delay if such trouble occurs. (An emergency shall be deemed to exist if passengers are trapped or if more than 50% of the elevators in any one group are out of service) This emergency service, limited to the investigation of trouble, passenger assistance, minor adjustments and minor repairs, will be available on a 24-hour basis. This service outside regular working hours is included in the contract price.
2. Perform maintenance-speed no-load test of the safety stopping devices on a frequency as required by the Provincial regulations.
3. Replace all wire ropes as often as deemed necessary by ThyssenKrupp to maintain an adequate factor of safety, recognizing the standards endorsed by the elevator industry and the CSA-B44 elevator code.
4. Repair or replace conductor travelling cables as deemed necessary by ThyssenKrupp.
5. Regularly check, and as necessary, equalize the tension on all hoisting ropes.
6. Maintain the machinery in clean condition, and regularly clean the machine room, hoistway and pit areas of all dirt and debris relevant to normal elevator operations.
7. Furnish all lubricants, cleaning commodities and cleaning equipment. All lubricants will meet rigid ThyssenKrupp specifications with respect to particular applications for which they are required.
8. Maintain the systems capabilities of these elevators as found at the start of the elevator service agreement.
9. Supply special hydraulic operating fluid as required to replenish normal seepage.
10. Provide pre-planned repairs, where significant interruption to elevator operation is involved the repair will be scheduled to suit the Purchaser's convenience wherever reasonably possible within the scope of this contract.
11. ThyssenKrupp shall assist in any repair and/or upgrade that the elevating system(s) may need that falls outside the coverage of this contract. This will include our expertise as to available products, recommendations and long range asset planning to ensure that the continued satisfaction of the purchaser is maintained.

4.0 The following is not included under this contract:

1. ELEVATORS:

Refinishing, cleaning, repair or replacement of cab and door paneling, handrails, floor and floor covering, door frames and sills, illumination lamps & ballasts, intercommunication systems, buried piping and hydraulic jack cylinder, main disconnect switches and their fuses or circuit breakers, emergency power transfer switchgear, ventilation fans. Accessory equipment unrelated to normal elevator operation is not covered by this contract.

2. ESCALATORS:

- a) Balustrades: including deck covers, moldings, interior panels and skirt panels.
- b) Truss: wedge guards, and escalator lightings.
- c) Painted Surfaces: including the demarcation line painted on the steps or combplates.

ThyssenKrupp Elevator (Canada) Limited MASTER COVERAGE AGREEMENT

5.0 TERMS AND CONDITIONS

1. Working Hours

The contract price is based on all work being done during regular working hours (8am to 5pm, Monday to Friday) unless otherwise specified herein. Any work included in the contract price not provided outside the working hours as indicated, shall be subject to an additional charge for the difference between ThyssenKrupp Elevator's normal billing rates between regular and overtime work. Regular and overtime working hours shall be subject to the collective labour agreement with which ThyssenKrupp Elevator must comply in the region where the elevator is to be maintained.

2. Additional Work

a) Work necessitated by misuse, vandalism, incorrect floor or the elevator machine room, electrical voltage fluctuations, water, fire, flood, rot, deterioration/damage of hoistway/shaft or any other cause beyond ThyssenKrupp Elevator's control, except the wear and tear of normal elevator/cab/cabin usage, is extra to this contract and shall be subject to additional charge at the applicable billing rates for labour and materials. Purchaser shall not make changes to this equipment without the prior written consent of ThyssenKrupp Elevator. Whenever reasonably possible the Purchaser's prior approval shall be obtained for such work.

b) This contract does not include the making of tests, additions or modifications to the elevators or escalators as may be required by governmental authorities or independent third parties, services otherwise accepted by ThyssenKrupp Elevator and/or specified herein. ThyssenKrupp Elevator services shall not be advanced to include any equipment added and/or modified subsequent to the Project Date, unless such changes are specifically accepted by ThyssenKrupp Elevator.

3. Schedules

This contract shall be provided in accordance with ThyssenKrupp Elevator's standard maintenance provisions for each service and ThyssenKrupp Elevator shall not be obligated to do any work specified herein prior to the time when such work is needed, necessary or is to be performed in adequate time of notice.

4. Suspension

ThyssenKrupp Elevator may suspend the services specified herein, with written notice to the Purchaser, if payments have not been made in accordance with the terms of this contract. During any period of suspension, no further charges will be made hereunder, and the terms and conditions of this contract shall remain in effect, except that ThyssenKrupp Elevator shall not have any liability for anything occurring during or resulting from such suspension. Upon resumption of ThyssenKrupp Elevator services, any work required to restore the elevator to their suspension date condition shall be extra to the contract price. The contract period in which a suspension commences shall be extended by the number of days of the suspension.

5. Termination

Either party may terminate ThyssenKrupp Elevator's services under this agreement at the end of the initial contract period or the end of any subsequent contract period, by providing the other party with written notice within 60 to 120 days prior to the end of the applicable contract period.

6. Change of Ownership

In the event of the sale, lease or other transfer of the elevator, equipment, described herein, or the premises in which they are located, you agree that the intended transfer shall be made conditional upon the acceptance and assumption of the terms, conditions and obligations of this contract by the transferee and the delivery to ThyssenKrupp Elevator of the transferee's acknowledgment. You will be held responsible for the performance of all terms, conditions and obligations specified in this contract in the event that you fail to comply with the terms of this paragraph.

7. Liability

ThyssenKrupp Elevator is not an insurer and shall not be liable for damage to property or for injury or death of any person(s) except for damage, injury or death resulting directly from the negligence of ThyssenKrupp Elevator or its employees, and with that exception, the Purchaser agrees to indemnify, defend and hold ThyssenKrupp Elevator harmless from any such claim. ThyssenKrupp Elevator shall not be liable for any accidental or consequential loss or damage arising from the failure of the elevator to operate. Without limiting the generality of the foregoing, ThyssenKrupp Elevator shall not be liable for incidental or consequential damage or loss resulting from accidents, strikes, lockouts, material and labour shortages not within the reasonable control of ThyssenKrupp Elevator or any other cause not within our reasonable control. The Purchaser hereby waives any and all rights of subrogation as against ThyssenKrupp Elevator.

10(b)

ThyssenKrupp Elevator (Canada) Limited MASTER COVERAGE AGREEMENT

8 Acceptance

If the Purchaser's acceptance is in the form of a purchase order or other document making reference to this Proposal, both parties will be bound by the terms and conditions herein, which shall take precedence over any inconsistent terms and conditions of such purchasing document.

9 Assignment

The contracts and the benefits hereof may not be assigned without ThyssenKrupp Elevator's written consent.

10 Obsolescence

In the event that any part, component or assembly is no longer available from the usual sources due to obsolescence, the Purchaser agrees to allow ThyssenKrupp Elevator to replace such part, component or assembly at the Purchaser's cost. Purchaser's prior authorization shall be requested prior to procuring with such replacement. Such authorization shall not be unfully withheld.

11 Title

If ThyssenKrupp Elevator supplied and/or installed the elevator equipment which is to be maintained under this contract and ThyssenKrupp Elevator has not yet been paid in full under its supply and/or installation contract, the Purchaser hereby acknowledges that ThyssenKrupp Elevator retains the title to the elevator and all monies owing to ThyssenKrupp Elevator under the contract have been paid, and this agreement is subject to ThyssenKrupp Elevator's rights under ThyssenKrupp Elevator's supply and/or installation contract.

12 Mutual Responsibilities

- a) You agree to provide us with unrestricted and safe access to all areas of the building and building site, in which any part of your elevator equipment may be located. You also agree to keep the elevator machine rooms and pit clear free from water, stored materials or debris. You will provide the employees of ThyssenKrupp Elevator to carry out their work unhindered and that you will remove and correct any problems associated with materials, obstacles or conditions to applicable laws and/or provincial regulations.
- b) ThyssenKrupp Elevator and you agree that you have control, possession and management of the elevator equipment and that such control, possession and management is not assumed by ThyssenKrupp Elevator but remains exclusively with the purchaser. The purchaser shall be solely responsible for the operation of the equipment, including but not limited to, the proper loading of the elevator and related equipment at its proper capacity and the provision of warning signs, controls and cautions that may be required or applicable to ensure safe operation of the elevator.
- c) You hereby agree to cause operation of the elevator equipment upon the occurrence of any unsafe mode of operation involving any accident, alteration or change affecting the equipment and its operation, surveillance of the equipment for the purpose of detecting any such unsafe or potentially unsafe mode of operation. You also agree to notify ThyssenKrupp Elevator immediately by telephone if any unsafe or potentially unsafe mode of operation occurs.
- d) If your elevators incorporate ThyssenKrupp Elevator computer software, you agree that the use of such software is but a license for your use solely for the purpose of operating the elevator equipment for which the software was provided. You also agree to keep such software in confidence and will not allow the software to be otherwise copied, displayed, transferred, modified, distributed, reverse engineered and/or compiled.
- e) You retain the rights to any non-ThyssenKrupp Elevator software used by the elevators covered by this agreement but agree to allow us to make one backup or archival copy for you.
- f) You acknowledge that a machine room climate and temperature within the industry recognized 10 to 30 degree Celsius range ensures the best overall operation of the equipment. As such, you and ThyssenKrupp Elevator shall work together to ensure optimal performance of all its equipment.

13 Drawings

The PURCHASER agrees to furnish a complete set of "AS BUILT" wiring diagrams for the complete system when necessary. If the elevator is built by ThyssenKrupp System or ThyssenKrupp Northern, ThyssenKrupp Elevator shall provide wiring diagrams for permanent and long term use by its elevator customers.

14 Representation

ThyssenKrupp Elevator shall assign an Authorized Representative to the properties covered by this agreement, to provide assistance with contract repairs, upgrades, modifications and long term controls for your vertical equipment's needs. ThyssenKrupp Elevator shall also ensure that a Supervisor is available to assist the purchaser and ThyssenKrupp Elevator's employees in ensuring you receive the very best in vertical equipment performance.

10(b)

ThyssenKrupp Elevator (Canada) Limited MASTER COVERAGE AGREEMENT

1.1 Contract Price

1. The Price of this service will be:

One thousand five hundred thirteen and 31/100 Dollars (\$1,513.31) per month

payable quarterly upon receipt of invoice. At least one year from the contract commencement date and as soon as practical after we have received notice of change in the labour rates, this price shall be increased or decreased. Such increase or decrease shall be in direct proportion to the increase or decrease in the straight time hourly labour cost (the sum of the straight time hourly labour rate plus any other related costs) and the average cost of fringe benefits paid by us for elevator technicians in the locality where the equipment is to be serviced) and will occur annually on the contract anniversary date as compared with the previous year's labour rate applicable to this contract.

2. The price includes all applicable sales taxes. Any change in such taxes, any new taxes, or changes in tax policy which may become effective after the Proposal Date, shall not be included in the current contract price. ThyssenKrupp Elevator shall advise as soon as practical after we have received such notice of change, the effects of any such change on the normally charged contract price.
3. The Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) will be included as an extra to the current contract price.
4. Simple interest at 2% per month (24% per annum) will be charged on amounts not paid when due.
5. If the purchaser defaults in making of any payments due for this contract, Purchaser agrees to pay, in addition to any defaulted amount, all ThyssenKrupp Elevator legal fees, collection costs, and court costs in connection herewith. ThyssenKrupp Elevator reserves the right to share any relevant price information upon request of us.
6. This Proposal is subject to approval in writing by ThyssenKrupp Elevator, subsequent to acceptance by the Purchaser. Upon such acceptance and approval of such conditions and terms, and entering into the contract for the services herein described. No changes or additions to this agreement will be binding on either party unless made in writing and executed by both parties. Presentation of this document does not supersede any terms and conditions of any ThyssenKrupp Elevator contract currently in effect.
7. The terms and conditions herein form part of this agreement.

Presented by: Matt Fertina
Maintenance Account Manager

Phone No.: 705-642-3352 District Office: 598 Falconbridge Rd.
Proposal Date: July 5, 2012 Sudbury, ON, P3A 5K6

PURCHASER'S ACCEPTANCE: (Approved by authorized purchaser (business))

(Please sign and submit two (2) copies to ThyssenKrupp Elevator for approval) Date _____

Corporate Name The Corporation of the City of Sault Ste. Marie

Address 99 Foster Drive, Box 580, Sault Ste. Marie, ON P6A 5M1

Signature of
Signing Officer

Name and Title of Mayor - Debbie Amaroso City Clerk - Malcolm White
Signing Officer

THYSSENKRUPP ELEVATOR (CANADA) LIMITED APPROVAL

Date _____ By _____

10(b)

ThyssenKrupp Elevator (Canada) Limited
Maintenance Contract Services

The changes noted below will take effect as of October 1, 2012, and will thereafter become part of and subject to the terms and of the continuing maintenance Contract No. 18-SAU004-D-001-14 originally dated July 1, 2002.

which applied to the following elevating devices:

NUMBER and TYPE OF ELEVATORS:

# of units	Manufacturer	Type	Capacity	Speed
2	TKE	Traction		
1	Dover	Hydraulic		

Located in Civic Centre

At 99 Foster Dr. SSM, ON

The following changes shall be made of the contract:

In accepting this addendum and price adjustment, The Corporation of the City of Sault Ste Marie agrees to pay \$1426.44 per month beginning October 1, 2012.
 As described in article 6.0 of the contract, the annual increase or decrease will be limited to 3% for the life of the agreement.
 The Corporation of the City of Sault Ste Marie agrees to a 10 year extension of the existing contract which starts effectively July 1, 2014.
 All other terms and conditions of the existing contract still apply.

PURCHASER'S ACCEPTANCE

(Please sign and submit two (2) copies to ThyssenKrupp for approval) Date: _____

Corporate Name: The Corporation of the City of Sault Ste. Marie

Corporate Address: 99 Foster Drive, Box 580, Sault Ste. Marie, ON P6A 5N1

Signature of
 Signing Officer: Mayor - Debbie Amaro City Clerk - Malcolm White

Name and Title

Page ____ of ____ Contract No. _____

ThyssenKrupp Elevator (Canada) Limited
Maintenance Contract Services

of Signing Officer _____

THYSSENKRUPP ELEVATOR (CANADA) APPROVAL

Date _____

By _____

10(c)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-136

AGREEMENTS: (H1.2) A by-law to authorize an agreement between the City and Local No. 67 Canadian Union of Public Employees for the term commencing February 1, 2012 to January 31, 2015.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto attached and dated the 1st day of February, 2012 between the City and Local No. 67 Canadian Union of Public Employees for the term commencing February 1, 2012 to January 31, 2015.

2. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

3. **EFFECTIVE DATE**

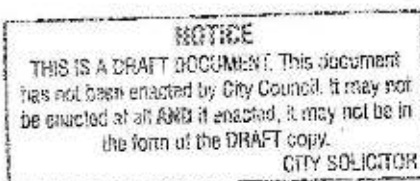
This by-law takes effect on the day of its final passing.

PASSED in open Council this 16th day of July, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

cf/staff/by-laws/2012/2012-136/employees CUPE 67



AGREEMENT

between

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

-and-

**LOCAL NO. 67
CANADIAN UNION OF PUBLIC EMPLOYEES**

February 1, 2012 to January 31, 2015

INDEX

<u>Article</u>		<u>Page No.</u>
1	Purpose	1
2	Scope	1
3	Union Security	1
4	Negotiating & Grievance Committee	2
5	Bulletin Boards	3
6	Management Rights	3
7	No Discrimination	3
8	Grievance Procedure	4
9	Arbitration	4
10	No Strikes or Lockouts	5
11	Seniority	5
12	Job Postings	6
13	Transfer to Supervisory Positions	7
14	Leave of Absence	7
15	Regular Hours of Work & Working Conditions	8
16	Vacations with Pay	9
17	Paid Holidays	10
18	Welfare Plan	11
19	Sick Leave	13
20	Pensions	14
21	Safety Provisions	14
22	Car Allowance	15
23	Wages	15
	23:02 - Standard Wage Scale	15
	23:06 - Progressional Rates	17
	23:14 - Temporary Transfers	19
24	Contracting Out	20
25	General	20
26	Term of Agreement	20
	Appendix B	22
	Appendix C	27

Letters of Understanding

#1	Subsidized Work Programs.....	28
#2	WSIB Top Up	29
#3	Job Evaluation.....	30
#4	Joint Consultation.....	31
#5	Seniority and Layoffs.....	32
#6	Absenteeism	33
#7	Temporary Transfer Opportunities	34
#8	Welfare Benefits.....	35
#9	Disability Accommodation	36
#10	Social Housing - Standby & Callout	37
#11	Job Evaluation System Review	40
#12	Paid Approved Union Leave.....	41
#13	Status Change Process	
	– Permanent Part-time to Permanent Full-time	42

10 (C)

THIS AGREEMENT MADE AND ENTERED
INTO THIS 1ST DAY OF
FEBRUARY 2012

BETWEEN:

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE
(Hereinafter referred to as the "City")
of the first part

-AND-

LOCAL NO. 67, CANADIAN UNION OF
PUBLIC EMPLOYEES
(Hereinafter referred to as the "Union")
of the second part

1:00 PURPOSE

1:01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the City and its employees and to provide the machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of the agreement.

2:00 SCOPE

2:01 The City recognizes the Union as the sole and exclusive collective bargaining agent for all clerical and technical employees of the City Hall staff of the Corporation of the City of Sault Ste. Marie as set forth in Appendix "B".

2:02 When new jobs are established which are to be excluded from the bargaining unit the City will promptly advise the Union in writing of the names of the incumbents of such jobs. Within one month of this notification the City will submit to the Union a summary of the job functions and responsibilities. If the Union does not agree that the job is properly excluded from the bargaining unit it may file a grievance at Step II, within twenty-one days of receiving the summary of the job functions and responsibilities.

3:00 UNION SECURITY

3:01 All employees of the City, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the Constitution and By-Laws

of the Union. In accordance with this understanding the City shall not be required to discharge an employee who has been expelled or suspended from the Union other than for engaging in unlawful activity against Local 67, as defined in the Ontario Labour Relations Act.

- 3:02 The City shall deduct from the salary of each employee commencing with the first pay cheque, the current monthly Union dues as set out from time to time, and remit same as set out in Article 3:03, provided such dues are to be uniformly levied for a period of not less than 12 months. The City will provide to the union with each dues remittance a list indicating by employee the bi-weekly earnings upon which union dues are based and the employee status.
- 3:03 The City agrees to deduct from the earnings of each employee the regular Union dues and to transmit by cheque regularly each month to the Financial Secretary of the Union the full amount of dues so collected, accompanied by a list that includes the names, home addresses and home phone numbers of all employees from whose wages the deductions have been made.
- 3:04 The Union shall save the City harmless from any and all claims which may be made against the City for amounts deducted from employees pay as herein provided.

4:00 NEGOTIATING & GRIEVANCE COMMITTEE

- 4:01 The City acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than three (3) employees, and will recognize and deal with the said Committee with respect to any matter which may properly arise from time to time during the term of this agreement.
- 4:02 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees who shall have access to the City premises in order to investigate or assist in the settlement of grievances.
- 4:03 The City acknowledges the right of the Union to appoint or otherwise select eight (8) stewards from among the members.
- 4:04 The City acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members.
- 4:05 The Union acknowledges that the Stewards, Members of the Grievance and Negotiating Committees, and the Union Officers have regular duties to perform on behalf of the City and such persons shall not absent themselves from their regular duties without obtaining prior approval from their Department Heads.

The City agrees to maintain the pay of such persons on approved absence for all reasonable time so spent but only for such hours that are straight time regularly scheduled working hours.

- 4:06 The Union agrees to notify the City in writing of the names of the Stewards and members of the Negotiating and Grievance Committees and to notify the City in writing of any changes in such Committee members.

4:07 The parties agree to establish a Joint Consultation Committee with equal representation from each party to deal with matters of mutual concern relating to the workplace. The terms and conditions of the committee are outlined in the letter appended to this Collective Agreement entitled Joint Consultation Committee - Terms and Conditions.

5:00 BULLETIN BOARDS

5:01 The Union shall have the use of the bulletin boards on each floor of the City's premises, where applicable, as well as the office bulletin board in the Works building for the posting of notices relating to Union business or activity. The Union agrees that any notices to be posted thereon shall be signed by an authorized officer of the union and such postings shall be removed only by an authorized representative of the Union.

6:00 MANAGEMENT RIGHTS

6:01 The Union agrees that the management of the City and the direction of the working forces are vested exclusively with the City. Subject to the provisions of this agreement, the City retains the sole right to hire, layoff, assign, promote, transfer, and to discipline, suspend or discharge employees for proper cause and to determine the number of employees to be used, the starting and quitting time, the number of hours to be worked and to establish rules and regulations governing the conduct of its employees. The City also has the sole and exclusive responsibility over the use of improved methods, machinery and equipment and jurisdiction over all operations, building and tools which are the property of the City.

6:02 It is understood and agreed that such functions shall be exercised in a manner consistent with the provisions of this agreement.

7:00 NO DISCRIMINATION

7:01 The Corporation, the Union and their agents agree not to discriminate against any employees because of their membership in the Union or for any reason as set out in the Ontario Human Rights Code.

7:02 The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practiced on employees of the City by any of its members or representatives, and that there will be no Union activity, solicitation for membership or collection of dues on City time, and no meetings on City premises except with the permission of the City.

7:03 If an employee believes they have been subject to conduct contrary to the City's Code of Conduct, they shall submit their concern in writing to their respective Department Head with a copy to the Union. The Department Head will provide a written response to the employee with a copy to the Union upon conclusion of the investigation by the Department Head.

If the employee is not satisfied with the Department Head's response, the employee may submit the concern to the Chief Administrative Officer with a copy to the respective Department Head and Union. Upon conclusion of an investigation, the Chief Administrative Officer will provide a written response to the employee with a copy to the respective Department Head and Union.

8:00 GRIEVANCE PROCEDURE

8:01 Grievances shall be dealt with in the following manner provided such grievances are filed in writing within fifteen working days of the occurrence of the incident which gave rise to the matter in dispute. Requests for grievance hearings and replies following such hearings shall be in writing at all steps. Grievances shall specify the clause or clauses in the Agreement which it is believed the City has violated and shall include a statement of facts outlining in what manner the City's interpretation of a clause is disputed. A copy of the grievance will be submitted at each step of the grievance procedure. The City will arrange a hearing at the first step within fifteen (15) working days of receipt of the grievance.

Responses to all steps of the grievance procedure will be copied to the Union Grievance Committee Chair.

STEP I The employee assisted by a steward or an officer of the Union shall discuss the case with the Department Head. The Department Head shall render a decision within five working days of the hearing.

STEP II If the Union considers that a satisfactory settlement was not reached in Step I it may within 5 working days of receipt of the Step I reply request a hearing by the Commissioner of Human Resources or representative. The Commissioner of Human Resources or representative shall render a decision within 5 working days of the hearing.

STEP III If the Union considers that a satisfactory settlement was not reached in Step II, it may within 5 working days of receipt of the Step II reply, request a hearing by the Chief Administrative Officer, or representative. The Chief Administrative Officer, or representative, shall render a decision within 5 working days of the hearing.

8:02 Where the dispute involves a question of general application or interpretation of the terms of the Agreement, either the Union or the City may file a grievance at Step II of the Grievance Procedure.

8:03 The time limits set out in the Grievance procedure shall be strictly observed by the parties to this Agreement but may be extended by mutual consent.

9:00 ARBITRATION

9:01 If the Union considers a satisfactory settlement was not reached in Step III of the Grievance Procedure, it may within ten (10) working days of the receipt of the Step III reply, invoke the Arbitration provisions of the Agreement by providing written notice to the City of its referral of the grievance to Arbitration. Furthermore, within twenty (20) working days following such notice, the Union shall propose a sole arbitrator or Nominee to a Board of Arbitration to hear the grievance. The parties agree to cooperate to establish a mutually satisfactory date as soon as practicable for the hearing of the grievance before a sole arbitrator/Arbitration Board.

A sole arbitrator/Arbitration Board shall not alter, modify or amend any part of this Agreement or make any decision inconsistent with its provisions.

The time limits set out in this Arbitration procedure shall be strictly observed by the parties to this Agreement but may be extended by mutual consent.

10:00 NO STRIKES OR LOCKOUTS

10:01 In view of the orderly procedure established herein for the disposition of grievances and complaints, the City agrees that it will cause or direct no lockouts of its employees for the duration of this Agreement, and the Union agrees that there will be no strikes or other collective action which will stop or interfere with the services of the City for the duration of this Agreement.

11:00 SENIORITY

11:01 The Corporation agrees that in the event of layoff, employees shall be laid off in the reverse order of their seniority and where it is necessary to rehire former employees, they shall be re-employed in the reverse order in which they were laid off. During any such period of layoff an employee shall continue to accrue seniority for a period up to 12 consecutive months but shall not be entitled to any other benefit except the right of recall to work.

11:02 However it is understood and agreed that in all cases of promotion to a higher job class, decreases in forces and recall after layoffs the following factors shall be considered:

- (1) Qualifications to perform the work
- (2) Seniority

Where qualifications to perform the work is considered to be equal, seniority shall be the determining factor.

11:03 A new employee shall be on probation until the employee has worked a period of six (6) months and paid according to the salary schedule for the job occupied and during such period the employee shall be subject to rights under the grievance procedure except on termination of employment. If retained after the probation period, such employee's seniority shall be dated from the day he or she commenced work.

11:04 Seniority shall be calculated from the last date of employment. Seniority shall be forfeited and employment will be terminated if:

- (1) the employee voluntarily quits his employment;
- (2) the employee is discharged for proper cause;
- (3) the employee fails to report to work within fifteen days after being notified by registered mail to return to work following a layoff.
- (4) the employee is absent from work for five (5) working days without permission or just cause.
- (5) (a) the employee is absent from work due to non-occupational illness or accident subject to the following conditions:
 - (i) during the first 12 months of any such absence the City agrees to provide at its cost all benefits set out in Article 18:00

- (ii) at the end of such 12 month period such employee will be responsible for the total cost of all benefits set out in Article 18:00;
- (iii) the City agrees to maintain the seniority of such employee for a 36 month period, after which employment will be terminated.

(b) the employee is absent from work due to an occupational illness or accident for which W.S.I.B. is paid subject to the following conditions:

- (i) during the first 24 months of such absence the City will provide at its cost all benefits set out in Article 18:00;
- (ii) at the end of such 24 month period such employee will be responsible for the total cost of all benefits set out in Article 18:00;
- (iii) the City agrees to maintain the seniority of such employee for a 36 month period after which employment will be terminated.

- (6) an employee with less than five (5) years service is absent from work for a period in excess of twelve calendar months due to a layoff;
an employee with more than five (5) years service is absent from work for a period in excess of twenty-four calendar months due to a layoff.

11:05 An up-to-date seniority list shall be posted on the appropriate bulletin boards for a period of 30 days in January of each year.

11:06 A temporary vacancy is defined as a vacancy scheduled to be up to eight (8) months in duration.

11:07(a) The parties agree that an employee hired to fill a temporary vacancy shall not accrue seniority and shall not be provided with any benefits other than as required by law.

11:07(b) Students are temporary employees hired for a school vacation period or semester under a Cooperative school program. Students shall not:

- a) accrue seniority
- b) have access to the grievance procedure
- c) be provided with any benefits other than as required by law.

11:08 In the event that a temporary employee engaged in a temporary position works continuously for a period beyond the time specified in Article 11:06 such employee shall become established and entitled to all the benefits under this collective agreement. The Union shall be informed when a temporary employee is hired.

12:00 JOB POSTINGS

12:01 The City agrees to post all permanent vacancies, which occur within the bargaining unit for a period of not less than five (5) working days.

The City further agrees not to hire new employees for jobs posted until the job posting time limit of five (5) working days has expired. Any employee wishing to make application shall do so within the required time limit in writing. All applications will be acknowledged within fourteen (14) days of receipt in writing.

12:02 The City agrees to forward to the Secretary-Treasurer of the Union, copies of all job postings.

12:03 All job postings will contain:

1. Job Class
2. Salary Range

Any vacancy not filled within 3 months of the expiry date of such job posting shall be considered cancelled, and prior to filling such vacancy it will be posted in accordance with Article 12:01.

12:04 The City agrees to forward to the Secretary-Treasurer of the Union the monthly salary of all new employees and also any change in salary of existing employees.

12:05 When an employee, as a result of a permanent job posting, is promoted to a higher job class or laterally transferred to another position in the same job class, the employee will be on a trial period for a period of three (3) months. Employees shall have the right to only one (1) lateral transfer per year. If performance is not satisfactory during this period the City shall have the right to revert the employee back to their former position and salary. The employee also during such trial period shall have the right to revert to his/her former position and salary.

13:00 TRANSFER TO SUPERVISORY POSITIONS

13:01 The appointment or selection of employees for supervisory positions, or for positions not subject to this agreement, is not governed by this agreement, but if an employee is so transferred and later is transferred back to a position which is governed by this agreement, then the seniority which they have accumulated in such supervisory position shall be counted as service in the City.

14:00 LEAVE OF ABSENCE

14:01 The City may grant leave of absence without loss of seniority or occupational classification and without pay for a period up to ninety (90) days to any employee requesting such leave for a good and sufficient cause. Where possible application for leave of absence shall be made at least two (2) months prior to date of leave and the applicant shall be given notice in writing within fourteen (14) days from the date of application.

14:02 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 following the funeral. If the funeral is more than two hundred kilometres (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, and father-in-law. Leave of absence without loss of pay for four (4) working days shall be granted to an employee to attend the funeral of a child of a spouse as defined under per part (b) sections (i) and (iii) below.

Leave of absence without loss of pay for one (1) working day shall be granted to an employee to attend the funeral of the employee's brother-in-law or sister-in-law

Non attendance at the funeral regardless of distance disqualifies the employee from funeral leave.

"spouse" means a person

(a) to whom the 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").

14:03 An employee seeking further training, to be used in the service of the City may be granted, if approved by Council, the necessary leave of absence to pursue their aim, and may be granted a subsistence allowance.

14:04 Members of the Union duly appointed or elected by the Union membership for the purpose of attending conventions or other Union business shall be granted leave of absence without pay for the time actually required to attend such conventions but not more than four (4) members shall be granted this privilege at one time. Provided such leave will not interfere with the operations of any one department but such leave shall not be unreasonably withheld.

14:05 Notwithstanding the length of service of an employee the Corporation shall provide Pregnancy and Parental Leave in accordance with the provisions of the Employment Standards Act.

14:06 The City shall grant leave of absence without loss of seniority to an employee who serves as a juror in the District of Algoma. The City shall pay such employee the difference between their normal earnings and the payment they receives for jury service excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

15:00 REGULAR HOURS OF WORK AND WORKING CONDITIONS

15:01 The regular hours of work for all employees covered by this agreement shall be seven (7) hours per day, thirty- five (35) hours per week.

15:02 The City agrees to pay employees on standby 1 hours pay at their regular rate for each eight hours required to be on standby in addition to the callout provisions of this agreement.

15:03 An employee shall be entitled to a minimum of three (3) hours at time and one-half (1-1/2) the employee's regular rate of pay when called out to work overtime.

15:04 (a) All hours worked outside the regular hours, when authorized by the Department Head, shall be paid for at time and one-half the employee's regular rate of pay, or shall be given time and one-half off with pay at a time mutually agreeable to the employee and the supervisor.

(b) Effective commencing February 1, 2014, employees selecting time off in lieu of overtime payment shall be permitted to accumulate a maximum bank of forty (40) lieu time hours at any given time.

Requests for lieu time off will continue to be considered pursuant to the provisions of 15:04(a).

15:05 The Corporation shall pay a meal allowance of \$11.00 (effective the first of the month following ratification of the Memorandum of Settlement by the Parties) and increase to \$11.50 Feb. 1, 2011 for an employee required to work more than 10 hours and an additional meal allowance for every five hours he is required to work thereafter.

In addition, the Corporation shall pay a meal allowance as outlined in the preceding sentence for an employee required to work five (5) consecutive hours on a call-out.

16:00 VACATIONS WITH PAY

16:01 All employees with less than 12 months service by December 31st, shall receive one day's vacation for each completed calendar month worked to a maximum of 10 days. Such vacation shall be taken in the following year with pay at 4% of the previous years earnings.

- 16:02
- (i) All employees who have completed one (1) calendar year of service and are in their second (2nd) year of service shall receive two (2) weeks plus one (1) day of annual vacation at their regular rate of pay.
 - (ii) All employees who are in their third (3rd) year of service shall receive two (2) weeks plus two (2) days of annual vacation at their regular rate of pay.
 - (iii) All employees who are in their fourth (4th) year of service shall receive two (2) weeks plus three (3) days of annual vacation at their regular rate of pay.

16:03 All employees who have completed four (4) calendar years of service and are in their fifth (5th) year of service but less than ten (10) years of service shall be allowed three (3) weeks annual vacation at their regular rate of pay.

16:04 All employees who have completed nine (9) calendar years of service and are in their tenth (10th) year of service but less than fifteen (15) years of service shall be allowed four (4) weeks annual vacation at their regular rate of pay.

16:05 All employees who have completed fourteen (14) years of service and are in their fifteenth (15th) year of service but less than twenty (20) years of service shall be allowed five (5) weeks annual vacation at their regular rate of pay.

- 16:06 All employees who have completed nineteen (19) calendar years of service and are in their twentieth (20th) year but less than thirty years shall be allowed six (6) weeks annual vacation at their regular rate of pay.
- 16:07 All employees who have completed twenty nine (29) calendar years of service and are in their thirtieth (30) year or more shall be allowed seven (7) weeks annual vacation at their regular rate of pay.
- 16:08 An employee may accumulate annual vacation over a two year period, with Department Head and Chief Administrative Officer approval.
- 16:09 The application to carry over holidays from one year to another must be submitted in writing to the head of the Department before March 1st of that year.
- 16:10 Employees who are off work without pay for 30 days or more shall have their vacation pay reduced in proportion to such time absent from work.
- 16:11 Applications for vacations during the year must be submitted in writing to the head of the Department on or before November 1st of the year preceding the vacation request with approval on or before December 1st in ear year.

Employees shall be given the opportunity of stating their preference for their vacation period according to length of service.

17:00 PAID HOLIDAYS

- 17:01 The following holidays shall be recognized as time off with pay for all regular employees:

New Year's Day	Civic Holiday
Family Day (3 rd Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

If any of the above holidays falls on a Saturday or Sunday, the Friday or the Monday as designated by the City shall be considered as the paid holiday for the purposes of this agreement.

Notwithstanding the above provision, where either Christmas or Boxing Day falls on a Saturday or Sunday, the designated days may be the two (2) days immediately preceding or following Christmas or Boxing Day.

Every employee shall be granted time off with pay at their regular rate of pay in respect to a paid holiday unless:

- (1) the employee is required to work on a paid holiday and does not work or leaves before the end of their shift without permission from the supervisor, or;
- (2) the employee does not work their last scheduled shift prior to or their first scheduled shift after the paid holiday unless they were off work due to illness or with permission, or;
- (3) subject to the provisions of the Employment Standards Act, the employee is on layoff on a paid holiday or;

- (4) subject to the provisions of the Employment Standards Act, the employee is on leave of absence on a paid holiday.

17:02 An employee required to work on a paid holiday shall receive pay at time and one-half the regular rate of pay for all hours worked in addition to the holiday pay.

18:00 WELFARE PLAN

18:01 It is agreed that the employees covered by this agreement will be provided with Green Shield benefits as listed:

- Semi-Private,
- Extended Health Care
 - Effective 1st of the month following ratification of the Memorandum of Settlement increase vision Care amount to \$325.00/ 24 month and effective February 1, 2014, increase to \$350/24 month. (Note – this amount can be used for laser eye surgery.)
 - One (1) eye examination by a licensed ophthalmologist or optometrist every twenty-four (24) consecutive months.
 - Orthotics & orthopaedic shoes maximum of one (1) pair \$400 per calendar year.
 - Pharmacy dispensing fees capped at \$10.00 and increase to \$11.00 effective February 1, 2013. No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".

Paramedical Benefit:

Maximum of \$1,000 (effective 1st of the month following ratification of the Memorandum of Settlement) per calendar year for any combination of the following services:

Physiotherapist, Clinical Psychologist or Marriage & Family Therapist, Massage Therapist, Speech Pathologist, Chiropractor, Osteopath, Podiatrist, Chiropodist, Naturopath, and Nutritional Counselling by Professional Dietician.

- Out of Province Travel Plan
- Dental Plan #9, with Rider #3, (Orthodontic, two thousand five hundred (\$2,500 limit), at current ODA rates minus one year.
- Overage Dependent Coverage is applied to the Green Shield Extended Health Care and the Dental Plan, 100% of the cost to be paid for by the City. It is agreed that the full U.I.C. rebate on premiums shall be retained by the City.

Coverage for new employees shall be effective as follows:

- (a) Extended Health Care - 1st day of the month following date employed.
 (b) Dental - 1st day of the month following completion of three (3) months service.

- **12 Month Pregnancy/Parental Replacement Temporary Employees**
 – **Limited Benefit Coverage**

Prescription Drug Benefit Plan at 90%/10% Co-Insurance
 (Plan subject to elimination of OTC's and \$8 Dispensing Fee Cap and effective February 1, 2014 increase to \$10.)

Vision Care - \$125 (effective 1st of the month following ratification) per 24 months

• **Active Employees Over Age 65**

Effective the 1st of the month following ratification of the Memorandum of Settlement by the parties, provide the following benefits to employees who continue to be actively employed beyond age 65:

- Limited Extended Health Care to retirement or age 70 max. No dependent coverage with the exception of spouse.
 1. Drug plan capped at \$1100 per annum and increase to \$1200 per annum effective February 1, 2014. Remains 90%/10% co-insurance; effective 1st of the month following ratification of the Memorandum of Settlement \$10 dispensing fee cap; no OTC. Dependent Spouse under age 65 not subject to \$1000 per annum cap.
 2. Effective 1st of the month following ratification of the Memorandum of Settlement paramedical capped \$750 per annum.
 3. Effective 1st of the month following ratification of the Memorandum of Settlement Vision Care - \$250/24months. No eye examination coverage.
 4. No coverage of medical items.
- Life: Reduce to \$10,000 fixed to retirement or age 70 max.

Benefits implemented effective the first of the month following the date the employee attains age 65.

18:02 The City and the Union agree that a group life insurance plan providing benefits of one and one-half times basic salary shall be in effect. This plan to cover full time employees only with a three month waiting period for new employees. The cost of this plan to be paid 100% by the City.

18:03 The above coverage shall carry double indemnity in case of accidental death or dismemberment.

18:04 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.

18:05 All Full-Time Employees covered by this Agreement shall be provided with a Long Term Disability Plan, 100% of the cost to be paid by the City.

The parties agree that eligibility for L.T.D. benefits set out in Article 18:05 will cease when:

- (a) An active employee becomes eligible for an O.M.E.R.S. unreduced early retirement pension; or
- (b) The gross monthly income payable to the employee from O.M.E.R.S., Canadian Government Annuities, Canada Pension Plan and Workers' Compensation are equal to or greater than the total monthly income payable to the employee from the Long Term Disability Benefit and the Canada Pension Plan Benefit.

- 18:06 Coverage for Group Life Insurance and Long Term Disability shall normally be adjusted effective on the first day of February following, but adjustments arising from the terms of a new or revised agreement shall be made effective as soon as possible after the signing of the terms of settlement.
Coverage shall be in accordance with the terms and conditions of:
Great West Life Assurance Co. Policy 320925 (Life Insurance)
Great West Life Assurance Co. Policy 320925 (L.T.D.)
- 18:07 The City agrees to cover the payment of premiums for O.H.I.P. and Green Shield Extended Health Care on the same level as at the time of retirement, from retirement to age 65 or until assistance is available from another source if it is before age 65, whichever occurs first. Any retired employee engaged in full time employment shall be excluded from this benefit.
- 18:08 An employee who is absent from work without pay for 30 days or more shall be responsible for the payment of the total cost of premiums for the benefits outlined in Article 18:01, 18:02 and 18:05.
- 18:09 Every employee shall be fully responsible for keeping the City informed of changes in their marital status or number of dependents. The Corporation shall have the right to recover by payroll deduction any amounts of premiums paid in excess of such proper premiums as a result of not being properly informed by an employee of their status for the purpose of insurance and medical coverage.
- 18:10 The City shall have the right to determine the carrier of such benefits. All refunds, reduction or premiums, dividends, etc., shall become and remain the sole property of the City. Benefits under any such plan or plans shall not be reduced by the City without the consent of the Union. The Union shall be advised within twenty-five (25) days of change in carrier.
- 19:00 SICK LEAVE
- 19:01 The provisions of this article cover employees absent from work as a result of personal disability caused by accident or sickness excluding accidents or illness covered by the Workers' Compensation Board.
- 19:02 Sick leave shall not be paid to employees with less than six (6) months service, however, upon completion of six (6) months service such employee shall be credited with one and one-half (1 1/2) days per month from the date of employment. Sick leave shall not accumulate, during any period of absence without pay of 30 days or more, nor during any period for which sick leave is paid.
- 19:03 The above accumulated sick allowance shall be used entirely as sick leave and not have any monetary value at the completion of any employee's service with the City whether retiring voluntarily or dismissed for cause.
- 19:04 The length of service shall be calculated from the date of employment and such service must be continuous from said date of employment.
- 19:05 Such sick leave to be cumulative but in no case shall such sick leave exceed a period of two hundred and fifty (250) working days.

- 19:06 Recognized days off shall not be deducted from the accumulated sick leave.
- 19:07 No member shall draw during their active service with the City, accumulated sick leave benefits if their absence from work is not due to illness as attested by the Certificate of a medical practitioner, if required by the Department Head.
- The City shall effective the first of the month following ratification of the Memorandum of Settlement by the parties, pay up to forty dollars (\$40) for the completion of a City medical form when requested by the City. The employee shall be required to submit to their supervisor a receipt of payment in order to qualify for reimbursement.
- Effective February 1, 2014, increase reimbursement of a City requested medical form to forty-five (\$45).
- 19:08 An employee in receipt of W.S.I.B. payments for injuries or illness suffered during the course of employment, shall receive full salary and benefits during such period, provided that the difference between the amount of such compensation and their normal salary or wages is deducted from their unused sick leave credit and the payments shall cease when the credit is exhausted. All wage payments by the Workplace Safety & Insurance Board shall be deposited with the City.
- 19:09 An employee who takes other gainful employment during absence from work due to illness or injury shall be deemed to have voluntarily quit their employment unless the employee has prior written permission from the Commissioner of Human Resources to take other employment.
- 19:10 A master record of each employee's sick leave, showing the accumulated credit and accredited debits shall be kept by the City and each employee may at reasonable times check the current balance.

20:00 PENSIONS

- 20:01 The Ontario Municipal Employees Retirement System shall be in effect and shall be integrated with the Canada Pension Plan on January 1st, 1966.
- 20:02 The Corporation shall provide all eligible full-time employees with the O.M.E.R.S. Type 1 Supplementary Benefit (past service with the Corporation).

21:00 SAFETY PROVISIONS

- 21:01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents in the promotion of safety and health of the employees. The City will make all reasonable provision for the safety and protection of the health of the employees.
- 21:02 All permanent employees required to wear safety footwear in the performance of their duties will be provided an annual allowance of one hundred forty (\$140.00) dollars effective the first of the month following ratification of the Memorandum of Settlement and effective February 1, 2010 increase to one hundred forty five (\$145.00) dollars, for the purchase of

10(C)

one (1) pair of C.S.A. approved safety boots. All new employees will be provided with the boot allowance on successful completion of their probation period.

Where an employee is required to wear safety footwear on an occasional basis, the annual allowance for safety footwear will be granted on an "as needed basis." The boot allowance will be paid by June 30th each year.

The City is prepared to arrange for employees designated by the City within the Engineering Division to be provided annually with one (1) voucher to obtain one (1) pair of coveralls or two (2) t-shirts (safety blaze orange) at a supplier designated by the City.

22:00 CAR ALLOWANCE

22:01 Upon the written authority of a Department Head an employee may be permitted to use their own car for travel in the performance of employer's work for the City. Employees shall provide daily readings of mileage traveled on behalf of the City.

22:02 Invoices must be submitted on the first of each month to the Head of the Department for approval showing the number of kilometers traveled on City business.

22:03 When the said voucher is approved, the City will pay to the employee a car allowance of fifty one (\$.51) cents (effective 1st of the month following ratification of the Memorandum of Settlement) for each kilometer traveled on City business, increased to fifty two (\$.52) cents effective February 1, 2013 and increased to fifty three (\$.53) effective February 1, 2014.. The City agrees that where possible payment for mileage will be made by the 12th of the month.

It is agreed and understood that the Car Allowance shall not increase if it would result in exceeding the Canada Revenue Agency amount that would result in a taxable benefit.

22:04 It is the employee's sole responsibility to insure their vehicle and the employer may require proof by a certificate of an insurance company that the car is insured for at least \$1,000,000.00 public liability and property damage coverage while in use on City business.

23:00 WAGES

23:01 Jobs as determined by the Employer shall be described and classified and a rate of pay applied to such jobs.

23:02 STANDARD WAGE SCALE

Effective on February 1st, 2012 and continuing until January 31, 2015, the Standard Wage Scale shall be as follows:

10(C)

February 1, 2012

<u>JOB CLASS</u>	<u>STANDARD MONTHLY WAGE RATE</u>		<u>JOB CLASS</u>	<u>STANDARD MONTHLY WAGE RATE</u>	
Base rate	2837	(18.72)	8	4180	(27.53)
1	2989	(19.70)	9	4331	(28.56)
2	3131	(20.66)	10	4482	(29.56)
3	3279	(21.62)	11	4636	(30.56)
4	3430	(22.60)	12	4796	(31.62)
5	3566	(23.54)	13	4957	(32.67)
6	3718	(24.52)	14	5129	(33.82)
7	3866	(25.49)			

February 1, 2013

<u>JOB CLASS</u>	<u>STANDARD MONTHLY WAGE RATE</u>		<u>JOB CLASS</u>	<u>STANDARD MONTHLY WAGE RATE</u>	
Base rate	2894	(19.09)	8	4264	(28.08)
1	3049	(20.09)	9	4418	(29.13)
2	3194	(21.07)	10	4572	(30.15)
3	3345	(22.05)	11	4729	(31.17)
4	3499	(23.05)	12	4892	(32.25)
5	3637	(24.01)	13	5056	(33.32)
6	3792	(25.01)	14	5232	(34.50)
7	3943	(26.00)			

February 1, 2014

<u>JOB CLASS</u>	<u>STANDARD MONTHLY WAGE RATE</u>		<u>JOB CLASS</u>	<u>STANDARD MONTHLY WAGE RATE</u>	
Base rate	2952	(19.47)	8	4349	(28.64)
1	3110	(20.49)	9	4506	(29.71)
2	3258	(21.49)	10	4663	(30.75)
3	3412	(22.49)	11	4824	(31.79)
4	3569	(23.51)	12	4990	(32.90)
5	3710	(24.49)	13	5157	(33.99)
6	3868	(25.51)	14	5337	(35.19)
7	4022	(26.52)			

23:03 The Standard Wage Scale Rate for each job class is the standard rate for all jobs classified within such job class.

23:04 In addition to the standard rates a schedule of training and development progressional rates is established containing the following:

10(c)

- (a) An intermediate rate at a level one job class increment below the standard rate;
- (b) A starting rate at a level two job class increments below the standard rate, and
- (c) A training rate at a level three job class increments below the standard rate.

23:05 The Schedule of Progressional Rates defined in Section 23:04 applies to each job in the respective job classes for period of time as follows:

- (a) Job Class 1: One period of one year at an intermediate rate;
- (b) Job Class 2 to 4 inclusive: Two periods of one year; (1) the first at a training rate; and (2) the second at an intermediate rate.
- (c) Job Class 5 and higher: Three periods of one year; (1) the first at a training rate; and (2) the second at a starting rate; and (3) the third at an intermediate rate.

23:06 All employees will progress to the next higher applicable rate on February 1st, 1972 except: anyone hired on or after February 1st, 1969 or anyone whose job class was changed on or after February 1st, 1969. These employees will receive their increment on the beginning of the pay period closest to the anniversary date of hiring or change. Effective February 1st, 2012 and continuing until January 31, 2015 the Schedule of Progressional Rates shall be as follows:

FEBRUARY 1, 2012 SCHEDULE OF PROGRESSIONAL RATES

JOB CLASS	TRAINING		STARTING		INTERMEDIATE		STANDARD		
BASE RATE							2837	(18.72)	
1					2837	(18.72)	2989	(19.70)	One 1 year
2			2837	(18.72)	2989	(19.70)	3131	(20.66)	Two 1 year
3			2989	(19.70)	3131	(20.66)	3279	(21.62)	Two 1 year
4			3131	(20.66)	3279	(21.62)	3430	(22.60)	Two 1 year
5	3131	(20.66)	3279	(21.62)	3430	(22.60)	3566	(23.54)	Two 1 year
6	3279	(21.62)	3430	(22.60)	3566	(23.54)	3718	(24.52)	Three 1 year
7	3430	(22.60)	3566	(23.54)	3718	(24.52)	3866	(25.49)	Three 1 year
8	3718	(24.52)	3866	(25.49)	4027	(26.54)	4180	(27.53)	Three 1 year
9	3866	(25.49)	4027	(26.54)	4180	(27.53)	4331	(28.56)	Three 1 year
10	4027	(26.54)	4180	(27.53)	4331	(28.56)	4482	(29.56)	Three 1 year
11	4180	(27.53)	4331	(28.56)	4482	(29.56)	4636	(30.56)	Three 1 year
12	4331	(28.56)	4482	(29.56)	4636	(30.56)	4796	(31.62)	Three 1 year
13	4482	(29.56)	4636	(30.56)	4796	(31.62)	4957	(32.67)	Three 1 year
14	4636	(30.56)	4796	(31.62)	4957	(32.67)	5129	(33.82)	Three 1 year

10(c)

FEBRUARY 1, 2013 SCHEDULE OF PROGRESSIONAL RATES

JOB CLASS	TRAINING		STARTING		INTERMEDIATE		STANDARD		
BASE RATE							2894	(19.09)	
1					2894	(19.09)	3049	(20.09)	One 1 year
2			2894	(19.09)	3049	(20.09)	3194	(21.07)	Two 1 year
3			3049	(20.09)	3194	(21.07)	3345	(22.05)	Two 1 year
4			3194	(21.07)	3345	(22.05)	3499	(23.05)	Two 1 year
5	3194	(21.07)	3345	(22.05)	3499	(23.05)	3637	(24.01)	Two 1 year
6	3345	(22.05)	3499	(23.05)	3637	(24.01)	3792	(25.01)	Three 1 year
7	3499	(23.05)	3637	(24.01)	3792	(25.01)	3943	(26.00)	Three 1 year
8	3792	(25.01)	3943	(26.00)	4108	(27.07)	4264	(28.08)	Three 1 year
9	3943	(26.00)	4108	(27.07)	4264	(28.08)	4418	(29.13)	Three 1 year
10	4108	(27.07)	4264	(28.08)	4418	(29.13)	4572	(30.15)	Three 1 year
11	4264	(28.08)	4418	(29.13)	4572	(30.15)	4729	(31.17)	Three 1 year
12	4418	(29.13)	4572	(30.15)	4729	(31.17)	4892	(32.25)	Three 1 year
13	4572	(30.15)	4729	(31.17)	4892	(32.25)	5056	(33.32)	Three 1 year
14	4729	(31.17)	4892	(32.25)	5056	(33.32)	5232	(34.50)	Three 1 year

FEBRUARY 1, 2014 SCHEDULE OF PROGRESSIONAL RATES

JOB CLASS	TRAINING		STARTING		INTERMEDIATE		STANDARD		
BASE RATE							2952	(19.47)	
1					2952	(19.47)	3110	(20.49)	One 1 year
2			2952	(19.47)	3110	(20.49)	3258	(21.49)	Two 1 year
3			3110	(20.49)	3258	(21.49)	3412	(22.49)	Two 1 year
4			3258	(21.49)	3412	(22.49)	3569	(23.51)	Two 1 year
5	3258	(21.49)	3412	(22.49)	3569	(23.51)	3710	(24.49)	Two 1 year
6	3412	(22.49)	3569	(23.51)	3710	(24.49)	3868	(25.51)	Three 1 year
7	3569	(23.51)	3710	(24.49)	3868	(25.51)	4022	(26.52)	Three 1 year
8	3868	(25.51)	4022	(26.52)	4190	(27.61)	4349	(28.64)	Three 1 year
9	4022	(26.52)	4190	(27.61)	4349	(28.64)	4506	(29.71)	Three 1 year
10	4190	(27.61)	4349	(28.64)	4506	(29.71)	4663	(30.75)	Three 1 year
11	4349	(28.64)	4506	(29.71)	4663	(30.75)	4824	(31.79)	Three 1 year
12	4506	(29.71)	4663	(30.75)	4824	(31.79)	4990	(32.90)	Three 1 year
13	4663	(30.75)	4824	(31.79)	4990	(32.90)	5157	(33.99)	Three 1 year
14	4824	(31.79)	4990	(32.90)	5157	(33.99)	5337	(35.19)	Three 1 year

23:07 The established training, starting, intermediate or standard rate shall apply to each employee during such time as the employee is assigned to the respective rate classification in accordance with the provisions of this agreement.

23:08 Each employee on a job shall be assigned to the applicable training, starting, intermediate or standard rate for the job on the basis of work on the job with the progressions from one applicable rate to be at intervals of work as specified in Section 23:05 provided, however,

that paid absences from work other than paid absences in cases of non-occupational disability due to sickness or accident shall be considered as time worked.

- 23:09 An employee promoted from one job to another job in a higher job class shall be assigned to that training, starting, intermediate, or standard rate of the job to which promoted which is next higher than the rate from which promoted and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which promoted shall apply.
- 23:10 An employee transferred from one job to another job of equal job class shall be assigned to the training, starting, intermediate or standard rate of the job to which transferred that is in the same job class as the rate from which transferred; and
- (a) If training for the job to which transferred was provided by work on the job from which transferred, the respective arrangement regarding progression to the next applicable higher rate or rates, if any, of the job to which transferred shall apply with the employee receiving credit for hours of work on the job at the job class rate from which transferred;
 - or
 - (b) If training for the job to which transferred was not provided by the job from which transferred, the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which transferred shall apply.
- 23:11 An employee demoted from one job to another job in a lower job class shall be assigned to the standard rate of the job to which demoted, if such standard rate is equal to or less than the rate from which demoted and otherwise to the intermediate, starting or training rate which is equal to or next lower than the rate from which demoted, and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which demoted shall apply, provided, however, that an employee returned to a job from which demoted shall be reassigned to the rate classification and time progression status that was in effect for such employee at the time of demotion, except that such reassignment shall be to an applicable rate of the job not lower than the rate attained during demotion, and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, shall apply.
- 23:12 When hiring new employees the minimum rate shall not necessarily be the hiring rate and the corporation at its discretion shall assign the appropriate rate.
- 23:13 A rate adjustment resulting from the completion by an employee of any applicable progressional period shall be made effective by the City as of the beginning of the pay period closest to the date upon which such employee completed such period. As of the date such rate adjustment is made, the employees, if below the standard rate classification, shall be considered to have begun to accumulate the necessary time towards completion of the next higher progressional period, if any.
- 23:14 TEMPORARY TRANSFER
- In case of a temporary transfer an employee's rate assignment shall not be changed, except as required for progression to a higher applicable rate level, if any, as provided in Section 23:08. The rate assignment of an employee temporarily transferred to a job in a higher job class shall be changed when such employee occupies the job for a period of

one (1) working day at which time such employee's rate assignment shall be changed in accordance with the provisions of Section 23:09 and such change shall be effective from the first day such employee occupied the job.

At the end of the temporary assignment such employee shall revert to the applicable rate on the regular job. Hours worked on a temporary assignment shall be credited towards progression on such employee's regular job.

23:15 Except as otherwise provided, no basis shall exist for an employee covered by this agreement to allege that a salary inequity exists and no grievance on behalf of an employee alleging a salary rate inequity shall be filed or processed during the term of this agreement.

23:16 A list of job titles and job classes of all jobs performed by employees in the bargaining unit is incorporated into this agreement as Appendix "B".

24:00 CONTRACTING OUT

24:01 The parties hereby agree that there shall be no restriction on contracting out by the City of their work or services of a kind and to the degree now performed by employees represented herein, provided however, that no permanent employee who has completed four (4) years of service will be laid off due to contracting out.

25:00 GENERAL

25:01 Employees may request, in advance, the examination of the Human Resources Department file of his/her records. The file shall be shown to the employee during regular working hours at a time mutually agreed upon by the Commissioner of Human Resources or designate and the employee.

26:00 TERM OF AGREEMENT

26:01 This agreement shall be effective from February 1, 2012 and shall remain in effect until January 31st, 2015 and unless either party gives to the other party a written notice of termination or of a desire to amend this agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.

26:02 Notice that amendments are required shall only be given within a period of not more than ninety days or less than thirty days prior to the expiration date of this agreement or any anniversary date of such expiration date.

26:03 If notice of amendments or termination is given by either party the other party agrees to meet for the purpose of negotiations within twenty (20) days of giving of such notice, if requested to do so.

10(c)

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

SIGNED, SEALED AND DELIVERED THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

(MAYOR)

(CITY CLERK)

LOCAL #67, CANADIAN UNION
OF PUBLIC EMPLOYEES


(PRESIDENT) John Sloan


(SECRETARY) Susan Bursche

APPENDIX "B"
(List of jobs covered by this Agreement)

<u>DEPARTMENT & JOB TITLE</u>	<u>JOB CLASS</u>
-----------------------------------	------------------

CLERK'S DEPARTMENT:

Vital Statistics Clerk	5
Administrative Clerk	5
Council Agenda Clerk	5

CLERK'S DEPARTMENT - Office Services:

Co-ordinator Office Services	8
Office Services Clerk	5

COMMUNITY SERVICES DEPARTMENT:

Office Clerk	4
Switchboard/Receptionist	3

COMMUNITY SERVICES DEPARTMENT - Community Centres Division:

Records Clerk	4
Office Clerk	4
Payroll Clerk	5
Box Office Clerk	6

COMMUNITY SERVICES DEPARTMENT - Daycare Division:

Clerk	3
-------	---

ENGINEERING & PLANNING DEPT. - Engineering & Construction:

Engineering Tech IV	14
Lab Technician	13
GIS Technician-Engineering	10

10(c)

ENGINEERING & PLANNING DEPT. - Engineering & Construction: (continued)

Engineering Tech III	13
Engineering Tech II	11
Engineering Tech I	8
Administrative Support Clerk	6

ENGINEERING & PLANNING DEPARTMENT - Building Division:

Coordinator of Plans Examination and Inspection	14
Building Inspector	12
Senior Plans Examiner	11
By-law Enforcement Officer	10
Plans Examiner	9
Administrative Clerk	5

ENGINEERING & PLANNING DEPARTMENT - Planning Division:

Senior Planning Technician	11
G.I.S. Coordinator	11
Secretary-Treasurer Committee of Adjustment and Buildings	9
Planning Technician	7
Administrative Clerk	5

ENGINEERING & PLANNING DEPARTMENT - Building Services:

Handyperson/Caretaker	Feb. 1, 2012	\$25.02
	Feb. 1, 2013	\$25.52
	Feb. 1, 2014	\$24.53
Caretaker		2
Cleaner		Base Rate

LEGAL DEPARTMENT:

Property Clerk	5
Secretary Receptionist	5
Clerk – POA/Legal	3

LEGAL DEPARTMENT - Provincial Offences (POA)

Court Administration Clerk/Cashier	7
Senior Clerk/Court Reporter	6

PUBLIC WORKS & TRANSPORTATION DEPARTMENT:

Time Verification Clerk	8
Accounting Clerk	7
Receptionist/Dispatcher	7
Traffic Analyst	8
Shop Clerk	6
Administrative Support Clerk	7

PUBLIC WORKS & TRANSPORTATION DEPARTMENT - Transit Division:

Dispatcher	5
Administrative Clerk	5
Accounts Clerk	4
Clerk-Typist (part-time position)	2

PUBLIC WORKS & TRANSPORTATION DEPARTMENT
- Transit Division - Parking Section

Accounts Clerk	4
Clerk	3

10(c)

PUBLIC WORKS & TRANSPORTATION DEPARTMENT - Cemetery Division

Office Clerk	4
--------------	---

FINANCE DEPARTMENT:

Senior Accounts Clerk	8
-----------------------	---

Administrative Clerk	5
----------------------	---

Secretary to the Commissioner	6
-------------------------------	---

Clerk	3
-------	---

FINANCE DEPARTMENT - Accounting Division:

General Ledger Accountant	10
---------------------------	----

General Accountant	9
--------------------	---

Senior Payroll Clerk	9
----------------------	---

Senior Accounting Clerk	9
-------------------------	---

Accounting & Purchasing Control Co-ord.	7
---	---

Payroll Clerk	5
---------------	---

Accounting Clerk	7
------------------	---

Accounts Payable Clerk	6
------------------------	---

Cashier	5
---------	---

FINANCE DEPARTMENT - Tax & Licence Division:

Tax & Licence Analyst	13
-----------------------	----

Assessment, Tax & Licence Co-ordinator	9
--	---

Administrative Support Clerk	6
------------------------------	---

Tax & Licence Clerk	5
---------------------	---

Tax Clerk	5
-----------	---

10(C)

FINANCE DEPARTMENT - Purchasing Division:

Senior Purchaser	10
Purchaser	7
Purchasing Clerk	5

FINANCE DEPARTMENT - Information Systems Division:

Personal Computer Support Technician	11
--------------------------------------	----

SOCIAL SERVICES DEPARTMENT - Ontario Works Division:

Eligibility Review Officer	10
Internal Review/Case Presenting Officer	10
Family Support Worker	10
Employment Resource Coordinator	10
Community Placement Coordinator	10
Employment Placement Coordinator	10
Case Presenting Officer	10
Case Manager	9
Case Aide	5
Office Clerk	4
Employment Services Clerk	3
Customer Service Representative	3

SOCIAL SERVICES DEPARTMENT - Finance Division

Senior Accounting Clerk	9
Senior Accounts Clerk	7
Administrative Support Clerk	6
Administrative Clerk	5

SOCIAL SERVICES DEPARTMENT - Social Housing

10(c)

Property Manager	10
Senior Accounts Clerk	9
Tenant Support Worker	9
Client Service Coordinator	6
Accounts Clerk	6
Tenant Services Clerk	5
Program Review Clerk	5
Building Custodian	4

SOCIAL SERVICES DEPARTMENT - Community Childcare

Case Manager	9
Administrative Support Clerk	5
Office Clerk	4

Part Time

The City may utilize Part-time employees i.e. less than 24 hours per week or up to 1250 hours per year, such positions to be listed in Appendix B. Union will be advised in advance of the implementation of additional Part time positions. It is understood that Part time employees shall not be entitled to any benefits except as required by law, and shall not be entitled to welfare benefits as provided in the collective agreement.

APPENDIX C - STUDENT PAY SCALE

	<u>Feb. 1 2012</u>	<u>Feb. 1, 2013</u>	<u>Feb. 1, 2014</u>
1 st year	\$10.72	\$10.93	\$11.15
2 nd year	\$10.93	\$11.15	\$11.37
3 rd year	\$11.31	\$11.54	\$11.77

Note: Feb. 1, 2010 - 1st year student rate adjusted in accordance with
Employment Standards Act - Minimum Wage.

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E.

RE: SUBSIDIZED WORK PROGRAMS

Local 67 C.U.P.E. hereby agrees to the participation by the City in the above programs in areas of its jurisdiction subject to the following conditions:

- i) The participation in such programs will in no case displace an employee under the jurisdiction of Local 67 C.U.P.E.
- ii) Local 67 C.U.P.E. will be given advance notice of such programs including work locations, type of work and the term of the program, and will be provided with the names of persons engaged in such programs.
- iii) Persons engaged in such programs shall not be covered by any term of the collective agreement and shall not acquire any right to a position included in the collective agreement.
- iv) No person will be placed in the Building Division.
- v) This understanding may be cancelled at any time upon providing 30-day notice in writing of such cancellation.

Signed at Sault Ste. Marie this 19th day of June, 2012.

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]

FOR THE CITY

[Signature]
[Signature]
[Signature]

10(c)

LETTER #2

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E.

The parties agree in principle to the following amendment to this clause:

Article 19:08

An employee absent on W.S.I.B. shall receive a further payment, in addition to any W.S.I.B. payments that will provide a total payment to the employee that will approximate but not exceed such employee's net pay.

It is agreed that this amendment is subject to a review of the actual method of calculation, the matter will be finalized by letter of agreement.

Signed at Sault Ste. Marie this 19th day of June, 2012.

FOR THE UNION

John Sloan
Dawn Bousche
Paula Royce
Mike Silver

FOR THE CITY

[Signature]
[Signature]
[Signature]

10(C)

LETTER #3

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E.

The parties agree to discuss potential changes to the Job Evaluation Plan with the assistance the CUPE Job Evaluation/Pay Equity Representative. Further, the parties agree to meet before December 31, 2013 to discuss this matter.

Signed at Sault Ste. Marie this 19th day of June, 2012.

FOR THE UNION

John Sloan
Dawn Robinson
Paula Langlois
Pat Bouchard

FOR THE CITY

[Signature]
[Signature]
[Signature]

10(C)

LETTER #4

JOINT CONSULTATION COMMITTEE

TERMS AND CONDITIONS

The City of Sault Ste. Marie and Local 67, C.U.P.E., agree to the following terms related to the provision of Article 4:07 of the collective agreement:

1. The Committee will deal with matters of mutual concern relating to the work place and will consist of three (3) representatives of the City and, for the Union, the applicable Group Vice-President and two (2) representatives.
2. Meetings will be schedule as necessary on request of either party at a mutually agreed time and location.
3. The members of the Committee shall receive the normal rate of pay for attendance at meetings during their scheduled working hours but no payment will be made for time spent outside regular hours.
4. Either party, or jointly if appropriate, shall prepare an agenda for distribution to all members of the Committee at least two working days in advance of the meeting. Minutes of the meetings will be prepared and distributed as determined by the Committee.
5. The Committee shall not deal with any matter that is the subject of a grievance or is more properly dealt with in the collective bargaining process.
6. The Committee shall not have the authority to alter or amend the collective agreement or make any decision inconsistent with its provisions.
7. The representatives agree to make every effort to deal with issues in a co-operative manner.

Signed at Sault Ste. Marie this 17th day of June, 2012.

FOR THE UNION

John Stern
Luan Gonsche
Steve Dujiao
Rhi Salua

FOR THE CITY

[Signature]
[Signature]
[Signature]

10(c)

LETTER #5

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E.

The parties agree that this letter of understanding shall serve as a guideline for the application of Article 11:02 in matters of decreases in forces and recalls to former positions.

It is agreed that in the application of seniority and qualifications, that in normal circumstances the incumbent in the higher job classes, i.e. Job Class 7 and above, will be presumed to have the greater qualifications to perform the work, except if the senior employee has previously performed the work and established the ability to do the job.

In the displacement of employees in lower job classes, due consideration will be given to the skill level and the period of familiarization and due regard to any special skills required to perform the job.

The foregoing is not intended as an abrogation of any rights contained within the collective agreement.

Signed at Sault Ste. Marie this 19th day of June, 2012.

FOR THE UNION

John Glan
John Glan
Paula Janyane
John Glan

FOR THE CITY

[Signature]
[Signature]
[Signature]

10(c)

LETTER #6

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E.

Both parties are concerned with the overall absenteeism and its related costs and causes among this group of employees.

The parties agree to utilize the Joint Consultation Committee structure to discuss absenteeism with the express purpose of resolving these issues.

Signed at Sault Ste. Marie this 14th day of June, 2012.

FOR THE UNION

John Sloan
David L. Vachon
Paul Dwyer
Bob Lither

FOR THE CITY

[Signature]
[Signature]
[Signature]

10(c)

LETTER #7

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E.

TEMPORARY TRANSFER OPPORTUNITIES

If a temporary employment opportunity exists within a Department and the Department deems it necessary to hire a temporary employee, prior to proceeding to hire from the outside labour market, a Notice of Temporary Transfer Opportunity" will be posted for three (3) days.

The City will post temporary vacancies when it is known at the time the vacancy occurs to be greater than three (3) months in duration. If an extension of three (3) months or more is required with respect to the temporary vacancy, such temporary vacancy shall be posted. It is understood there shall be only one (1) such extension.

Permanent employees who wish to be considered for such temporary transfer opportunities must respond to the Notice.

It is understood that selection of interested employees will be at the discretion of the Department.

Employees while temporarily transferred will not be considered for any other temporary transfer opportunities.

Temporary transfers are subject to the terms and conditions of article 23:14 and are also subject to the mutual agreement of the Department Heads concerned. Employees temporarily transferred must accept a lower pay scale if transferred to a lower rated classification.

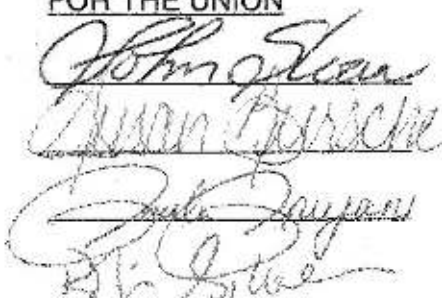
A Notice of Temporary Transfer shall not be required for temporary job opportunities of less than three (3) months duration.

It is agreed and understood that the application of this letter and any selection of employees for temporary transfer will not be subject to the grievance procedure.

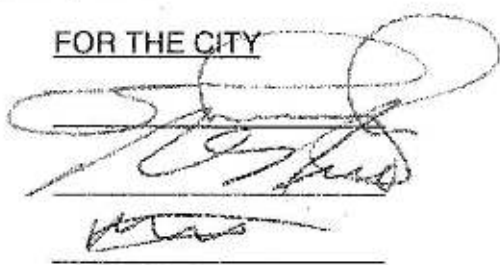
It is agreed and understood that this Memorandum of Understanding shall be in effect only for the term of this collective agreement.

Signed at Sault Ste. Marie this 19th day of June, 2012.

FOR THE UNION



FOR THE CITY



10(c)

LETTER #8

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

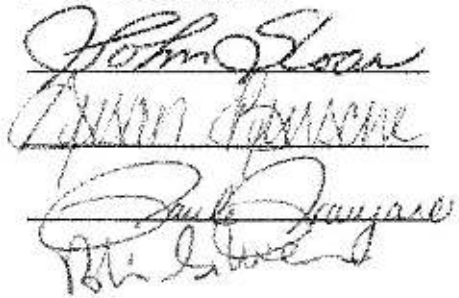
LOCAL 67 C.U.P.E.

WELFARE BENEFITS

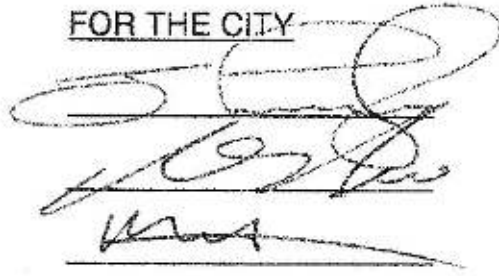
Agreement of the parties to meet during the term of the collective agreement to discuss welfare benefits and methods by which to contain the escalating cost of these benefits.

Signed at Sault Ste. Marie this 14th day of June, 2012.

FOR THE UNION


Three handwritten signatures for the Union, each on a separate line.

FOR THE CITY


Three handwritten signatures for the City, each on a separate line.

10(c)

LETTER #9

POLICY STATEMENT

DISABILITY ACCOMODATION

The Disability Case Manager or designate shall request the attendance of a Union Representative* at a meeting required for the accommodation of an employee with:

- (a) a permanent disability or
- (b) a temporary disability known at the outset to be for a duration greater than thirty (30) days

* The Union shall designate the representative(s) to deal with disability related matters. Unavailability or non-attendance of the designated Union representative at meetings arranged by the Disability Case Manager or designate shall not delay the accommodation process.

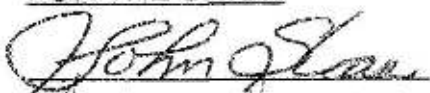
Union can propose alternative accommodations including entry level positions.

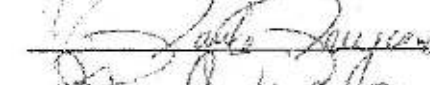
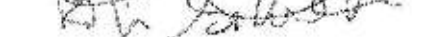
It is understood the employee and union will be provided with a reasonable amount of time to consider and respond to a proposed permanent disability accommodation plan.

The Disability Case Manager or designate shall arrange quarterly meetings with the designated Union Representative to review accommodation activity.

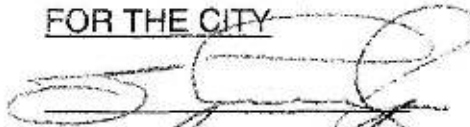
Signed at Sault Ste. Marie this 19th day of June, 2012.

FOR THE UNION



FOR THE CITY




10(c)

LETTER #10

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E.

**SOCIAL HOUSING - STANDBY AND CALLOUT:
PROPERTY MANAGERS AND CUSTODIANS**

The following provisions apply to the Custodian and Case Manager classifications:

A. Property Managers

Notwithstanding the provisions of articles 15:02 & 15:03, the Property Managers receive a payment of twenty (20) hours pay at their regular rate for each week of standby.

It is understood that such payment is inclusive of Standby, all call-outs, wages, premiums, overtime and any Employment Standards Act requirements for Public Holidays and Overtime. There shall be no other payment for Standby and Callout duties.

An employee may request to take the Standby hours in equivalent time off with pay at a time mutually agreeable to the employee and the Supervisor.

A week of standby is understood as:

Tuesday to Friday 4:30pm to 8:30 am
Friday 4:30pm to Monday 8:30am
Monday 4:30pm to Tuesday 8:30am

It is understood that Standby and Callout functions will continue to be carried out by both persons within and outside the scope of this collective agreement.

Note:

With this resolution for Standby & Callout for Social Housing Property Managers, the grievances 2002 - 02 (Grandinetti); 2002-03 (Stevens); 2002-04 (Coccimiglio) & 2000-05 (West) are resolved on the basis of applying the above noted provisions effective from February 1, 2002.

B. Custodians

The following language to appear in the Letter of Understanding regarding Standby and Callout provisions for the Custodians:

1. A Building Custodian who is required to live on-site will have supplied by the Employer, unfurnished living accommodation, heat, water supply, hydro and a standard telephone (excluding personal long distance calls) and one free parking space where available at a monthly rental as follows:
 - a) For full-time employees, rent shall be \$324.00 per month effective July 1, 1996.
 - b) For permanent part-time employees, rent shall be based on the employee's total wages utilizing the current rent-geared-to-income formula for family housing. Effective July 1, 1996, there will be a minimum rent of \$88.00 per month for both senior citizens and family housing units. However, no monthly rent shall exceed \$268.00.

2. Communications Device

The Custodian living on-site must carry their communications device and be readily available to respond for work during absence from their residence.

3. The Employer will permit On-site Building Custodians to attend union meetings on request, provided that no additional costs are incurred by the Employer and that operational requirements can be maintained.
4. Building Custodians who are required to live on-site will be charged a monthly fee for the use of laundry facilities on the same basis as tenants. Where laundry facilities are coin operated, such charges will not apply.

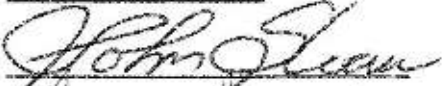
5. On Site Rotation

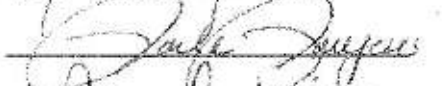
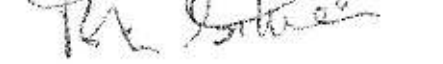
- a) For the purposes of allowing rotation of on-site building custodians within the Social Services Housing Division to cover more than one building within a geographic location, it is agreed that a mutually arranged schedule for the assignment of on-site responsibility can be implemented within the Division.
- b) Any on-site building custodian responsible for more than one building during the scheduled on-site time shall respond to all calls and be paid at the overtime rate during the period of on-site duty. This includes all types of housing units in the area.
- c) Any off-duty on-site building custodian called out shall be paid the call-out allowance in accordance with Article 15:03.
- d) For the purpose of this Article, "on-site" is defined as being physically on the site from the completion of the regular shift to 12:00 midnight and be able to respond immediately to communications from management.
- e) In the event that an on-site building custodian is away for any reason, the next on-site building custodians in the rotation schedule shall be appointed to cover the period of absence.
- f) This Article shall apply to on-site building custodians only.

- 6. Permanent part-time employees shall be paid at the rate of time and one-half for all time worked by such employees in excess of the employee's regularly scheduled hours in any work week. However, where there is mutual agreement between the employer and the employee, hours may be temporarily increased up to thirty-five (35) hours per week and with no change in other terms and conditions of employment.
- 7. An employee may opt to accumulate compensating leave per Article 15:04 of the collective agreement.
- 8. An employee scheduled to work overtime on the employee's day off shall receive payment per Article 15:04.
- 9. On-site Building Custodians who have completed their regular shift and the on-site time and who is subsequently called back prior to the starting time of the next scheduled shift, shall be paid in accordance with Article 15:03.
- 10. An On-site Building Custodian shall not be entitled to more than one call-out and reporting allowance unless such a second call-out occurs more than two hours after the time of the first calling.

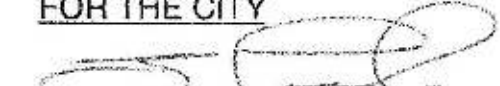
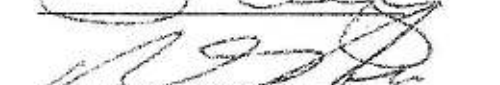
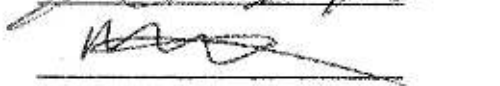
Signed at Sault Ste. Marie this 14th day of June, 2012.

FOR THE UNION



FOR THE CITY

LETTER #11

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E.

JOB EVALUATION SYSTEM REVIEW

The parties agree to meet during the term of the collective agreement to review and potentially replacing the existing Job Evaluation System with a new system. The parties will discuss the CUPE job evaluation system as well as any other system(s) the parties may wish to discuss.

The parties may by mutual agreement during the course of the collective agreement agree to replace the existing Job Evaluation System with a new system.

The parties agree to meet to discuss this matter before December 31, 2012.

Signed at Sault Ste. Marie this 14th day of June, 2012.

FOR THE UNION

John Dean
John Dean
John Dean
John Dean

FOR THE CITY

FOR THE CITY

10(c)

LETTER #12

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E.

PAID APPROVED UNION LEAVE

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

This Letter of Understanding will provide for a trial period for this process until December 31st, 2013 at which time such agreement shall be null and void unless renewed by mutual agreement of the parties.

The Union has confirmed that it will 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 parties agree to meet during the term of the collective agreement prior to December 31, 2013 to discuss how the agreement is progressing and address any problems or concerns that may have arisen.

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, and LTD. Also, the City will invoice for the applicable vacation entitlement percentage (2% per week of vacation entitlement) for the period of absence plus a Sick Leave reimbursement amount of 1.5 day's pay for each twenty (20) working days absence.

10(c)

Letter #12 (continued)

In addition to the previously noted amounts, the City shall bill the Union on each invoice the amount of one-half (1/2) hour at the CUPE 67 Civic JC 10 Level 4 rate for the preparation of such invoice.

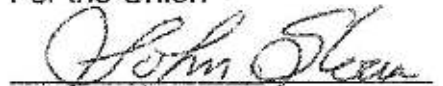
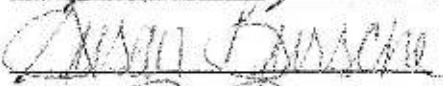
The City shall send the invoice for such reimbursement to the address designated by the Union. The Union has confirmed that invoices for all CUPE Locals will be sent to the one (1) identified address. The address is: CUPE, Sault Ste. Marie Area Office, 421 Bay Street, Suite 606, Sault Ste. Marie, Ontario, P6A 1X3.

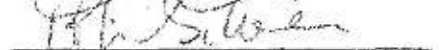
Requests for Leave for Union Business approved by a representative of the Union shall be on a form provided by the City for approval by the respective Department Head and distributed to Accounting Division with a copy to the Human Resources Department.

The commencement date of this process shall be on the first of a month as soon as practicable following ratification of the Memorandum of Settlement by the parties.

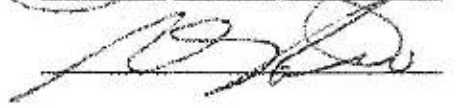
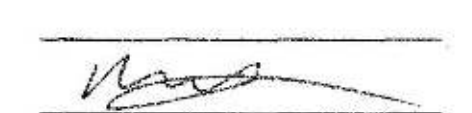
Signed this 19th day of June 2012.

For the Union



For the City

10(c)

LETTER #13

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

and

LOCAL 67 C.U.P.E.

**STATUS CHANGE PROCESS
PERMANENT PART-TIME TO PERMANENT FULL-TIME**

The following is the process when a Permanent Part -Time employee is successful to a job posting for a Permanent Full-Time position effective from January 1, 2012:

Seniority

The City shall calculate the number of hours the employee worked as a Permanent Part-time employee.

The City shall convert the part time service hours to full time service hours and then accordingly back date the seniority from the Permanent Full-time hire date at seven (7) hours equals one (1) day to establish a seniority date on the Seniority list.

Vacation

Using the hours calculated above as a proportion of 1820 full time hours in a year, the employee will receive credit of the appropriate number of days' vacation in the following calendar year based upon the collective agreement.

Since Permanent Part-time employees are paid 4% vacation pay with each cheque, the employee shall not be entitled to any vacation pay in the **current** calendar year **when hired as a Full Time employee** but shall be entitled to take the credited number of days off without pay in the **current calendar year**.

Sick Leave

Based upon the number of hours credited converted to months of full-time service, the entitlement to Sick Leave would be subject to precisely the wording of the collective agreement. The employee must attain the equivalent of six (6) months service (i.e. 910 hours of work) to qualify for sick leave.

Probationary & Trial Period

All new Permanent Part -time employees are subject to a Probationary period and not eligible for the job posting process until successful completion of the probationary period.

Letter #13 (continued)

Seniority List and Permanent Part Time Employees

The City shall list Permanent Part-Time employees separately on the Seniority list and show their corresponding number of hours worked.

A hiring letter for a Permanent Part-Time employee shall indicate a 910 hour Probationary Period.

Employee Benefits

All other benefit entitlements would flow pursuant to your actual hiring date as a permanent full time employee.

Calculations for OMERS service remain subject to OMERS rules.

Signed at Sault Ste. Marie this 14th day of June, 2012.

FOR THE UNION

John Hearn
James Dursche
Paula Zangher
Rh. Leduc

FOR THE CITY

[Signature]
[Signature]
[Signature]

10(d)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-139

AGREEMENT: (E2.3) A by-law to authorize an agreement between the City and HDR Corporation for the planned 2012 update to the City's Transportation Master Plan.

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 an agreement dated July 9, 2012 in the form of Schedule "A" hereto attached and made between the City and the engineering firm of HDR Corporation for the planned 2012 update to the City's Transportation Master Plan.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

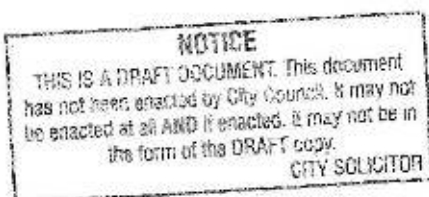
This by-law takes effect on the day of its final passing.

PASSED in open Council this 16th day of July 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

nm Bylaws\2012\2012-139 Agreement HDR Corporation



- 1 -

**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

MEMORANDUM OF AGREEMENT dated the 9th day of July

A. D. 2012

-BETWEEN-

The Corporation of City of Sault Ste Marie

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

HDR Corporation

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to retain the consultant to undertake a

Transportation Master Plan Update

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

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

ARTICLE 1 - GENERAL CONDITIONS**1.01 Retainer**

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

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

1.02 Services

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

1.03 Compensation

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

1.04 Staff and Methods

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

1.05 Drawings and Documents

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

1.06 Intellectual Property

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

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

1.07 Records and Audit

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

1.08 Changes and Alterations and Additional Services

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4. In the event that the client delays the project then the consultant shall have the right to renegotiate the agreement.

1.09 Suspension or Termination

Either party may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2. for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

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

1.10 Indemnification

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

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

1.11 Insurance

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

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$5,000,000.00 per occurrence and in the aggregate for general liability and \$1,000,000.00 for automobile Insurance. When requested the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$5,000,000.00 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

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

1.12 Contracting for Construction

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

1.13 Assignment

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

1.14 Previous Agreements

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

1.15 Approval by Other Authorities

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

1.16 Principals and Executives

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

1.17 Sub-Consultants

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

1.18 Inspection

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

1.19 Publication

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

1.20 Confidential Data

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

1.21

Dispute Resolution

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

1.22

Time

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

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

1.23

Estimates, Schedules and Staff List

1.23.1

Preparation of Estimate of Fees, Schedule of Progress and Staff List

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

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

1.23.2

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

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

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

1.23.3

Monthly Reporting of Progress

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

1.24 Additional Conditions

ARTICLE 2 - SERVICES

2.01 Services to be provided by Consultant

Proposal submitted by the consultant to the client, dated – May 11, 2012 – see **ATTACHMENT 1**
Terms of Reference prepared by the client – see **ATTACHMENT 2**.

2.02 Services to be provided by Client

The client will provide background materials as stated in **ATTACHMENT 2**.

The client will provide general guidance for the project as well as liaison with other client staff and City Council.

ARTICLE 3 - FEES AND DISBURSEMENTS

The total cost of the work, including fees and disbursements, for this project is \$169,998.74 – excluding HST.

3.1 Definitions

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

(a) Cost of the Work:

- (i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- (ii) Wherever the client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- (iii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- (iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- (v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.
- (vi) The consultant shall not undertake any additional work outside the scope described in Attachment 1 without written agreement from the client approving the additional scope and associated fee.

(b) Site:

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

3.2 Basis of Payment**3.2.2 Fees Calculated on a Time Basis**

The Client shall pay the Consultant a fee, calculated on a time basis to an upset limit as contained in the HDR budget chart in Attachment 1, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job rates contained in the HDR Budget chart in Attachment 1.

3.2.4 Reimbursable Expenses

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

3.3 Payment**3.3.1 Fees Calculated on a Time Basis**

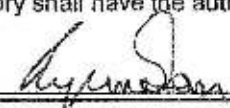
The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. All fees and charges will be payable in Canadian funds. Invoices will be due and payable upon receipt. Interest on overdue accounts commencing 30 days after the client has received the consultants' invoice will be charged at the rate of 2% per annum.

SIGNED, SEALED AND DELIVERED

) _____
) _____
) _____

CONSULTANT

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

(Signature)  (Name) TYRONE GAN

(Title) Sr. Vice President, Director of Transportation, Canada

THE CORPORATION OF

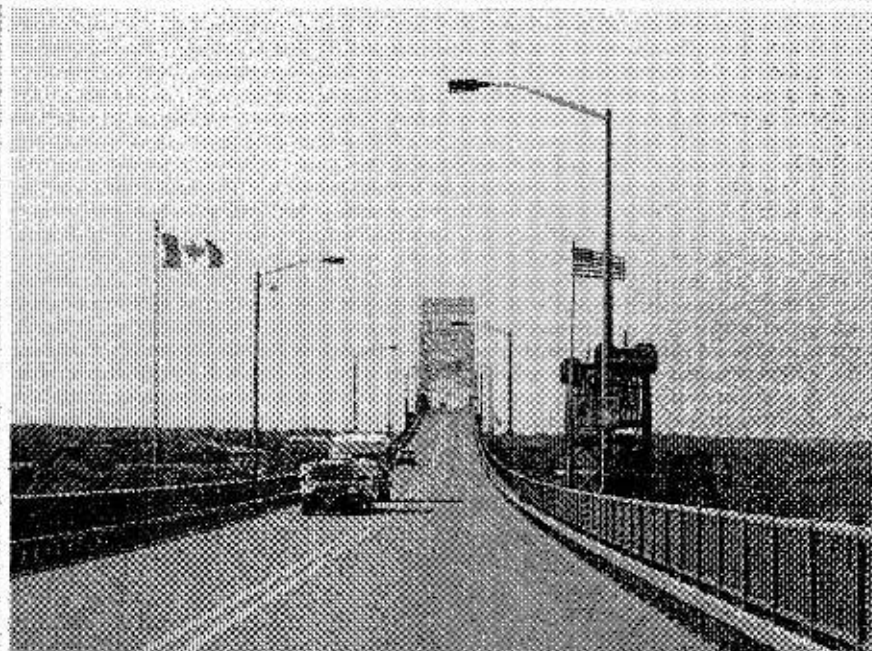
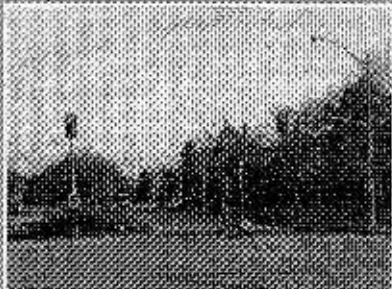
The signatory shall have the authority to bind the municipality or its agency for purposes of this agreement

MAYOR

Debbie Amaroso

CLERK

Malcolm White



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
TRANSPORTATION MASTER PLAN UPDATE
FILE: B-12-01

MAY 2012



10(d)

May 11, 2012

Project # 6976

The Corporation of the City of Sault Ste. Marie
Engineering and Planning Department
Level 5, Civic Centre,
99 Foster Drive,
Sault Ste. Marie, ON P6A 5N1

Dear Mr. Don Elliott:

**Re: Transportation Master Plan Update
Request for Proposal File: B-12-01**

HDR Corporation is pleased to submit four (5) copies (one (1) marked "Original" and four (4) marked "Copy") of our proposal to The Corporation of the City of Sault Ste. Marie.

Ranked by *Engineering News-Record* as one of the **Top Ten Consulting Engineering Firms in North America**, HDR is a leader in Transportation Master Planning. HDR has successfully incorporated multi-modal transportation planning with land use planning, transportation policies and funding strategies to support the economic development in Ontario. We have completed similar studies for many clients including the Town of Richmond Hill, Town of Aurora, Town of Ajax, Peel Region, Halton Region, City of Brampton, City of Burlington, City of Owen Sound, and Town of Cobourg. Furthermore, for Transport Canada, HDR developed best practices for transportation planning for small to medium size communities in Canada.

We have put together a strong and dedicated team and confirm that we are committed to providing exceptional services and will comply with the Terms of Reference set out in the Request for Proposal. We confirm that we do not have any conflict of interest with this study and we can meet the insurance requirements set out in the RFP.

Stephen Keen, P.Eng will be the Project Manager for this assignment.

We thank you for the opportunity to submit this proposal and look forward to working with the staff at the City of Sault Ste. Marie.

Yours truly,

HDR Corporation

for per Tyrone Gan, P.Eng.
Senior Vice President
Director of Transportation, Canada



10(d)



TABLE OF CONTENTS

1.	Corporate Profile and Experience.....	3
2.	Relevant Project Experience	4
3.	Team Organization	6
4.	Project Manager's Qualifications	6
5.	Project Understanding.....	10
6.	Work Program Methodology	12
7.	Project Management Approach	18
8.	Project Schedule.....	18
9.	Municipal Staff and Information Requirements	19
10.	Cost	20

Tables

Table 1: HDR Corporate Experience.....	3
Table 2: Project Manager's Experience.....	7
Table 3: Deputy Manager's Experience	8
Table 4: Traffic Operations Planning Lead	9

Exhibits

Exhibit 1: HDR Organization Chart	6
Exhibit 2: Project Schedule	19
Exhibit 3: Fee Schedule	20



Table illustrates our experience in traffic and transportation studies.

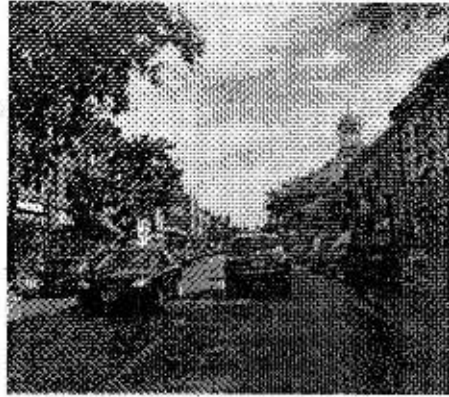


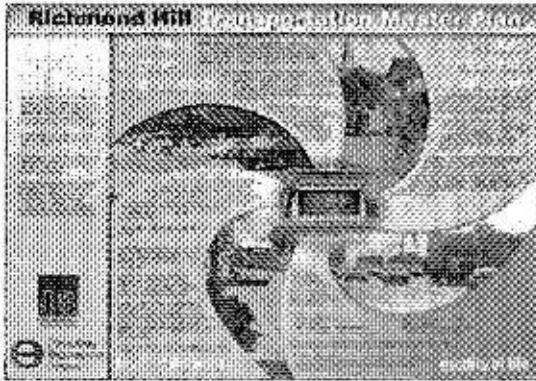
10(d)

2. RELEVANT PROJECT EXPERIENCE

Our Transportation Master Plan, Safety and Active Transportation studies experience with direct relevance to the GCS Transportation Study Report Update are discussed below.

- **Transportation Master Plan for the Town of Cobourg** (2011) HDR was retained by the Town of Cobourg to prepare an updated and expanded comprehensive Transportation Master Plan. The Plan will guide the development of Cobourg's long-term transportation network in a coordinated manner, while addressing existing issues and concerns of Cobourg residents, such as traffic congestion, safety at localized "hot spots" and development of active transportation network. The TMP's transportation framework will be used in the establishment of an economically sustainable and environmentally respectful growth management strategy, as defined by the growth objectives articulated in the Town's Official Plan.


- **Richmond Hill Transportation Master Plan** (2006 and 2012). Retained to update the Transportation Master Plan and recommend a long-term, multi-modal transportation strategy to meet the Town's goals and to identify priorities. HDR applied a Sustainable Transportation Planning Approach, and incorporated innovative performance measures for cost of congestion and greenhouse gas emissions to build a strong case for shifting strategic transportation planning focus away from cars and toward high occupancy vehicles and active transportation. Recommended multi-modal transportation strategy consisted of integrated land use policies; public transit, road network improvements, goods movement, pedestrian and cycling strategies; travel demand management; and traffic calming. Recommendations for transportation master plan study received broad support from the public and stakeholders, and received unanimous approval from the Town of Richmond Hill Council. This study received a 2007 *Award of Excellence* from the Consulting Engineers of Ontario.

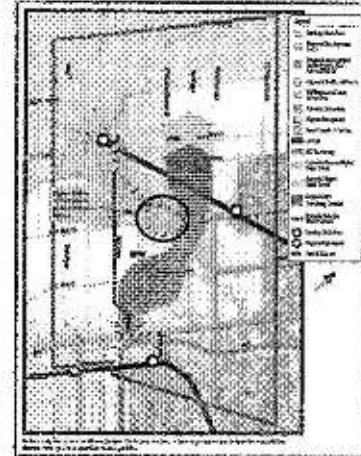

- **Strathcona Transportation Master Plan** (2010) for the City of Hamilton identified long term infrastructure needs for Strathcona, evaluated the application, costs and benefits of road diets (lane removal and lane width reduction) and 1-way / 2-way conversions, with a view to improving bicycle and pedestrian facilities in this older mature residential area of the City where traffic is not growing.
- **Owen Sound Transportation Master Plan** (2010) for the City of Owen Sound. HDR | iTRANS developed a comprehensive multimodal transportation strategy to meet the needs of future transportation demands. The TMP was completed with a vision that encompassed the City objectives of being a community of choice for all. The multi-modal transportation strategy included the development of alternative routes to manage traffic within the downtown core. Longer term solutions included key road capacity improvements and implementation of a detailed active transportation plan.
- **Ajax Transportation Master Plan and DC Update** (2008) for the Town of Ajax. The components of the transportation study included development of long-range travel forecasts, assessment of future transportation needs, recommendations on the future transportation network, Downtown traffic and parking operations review, development of traffic control policies and public transit and multi-modal transportation strategy. The study produced recommendations for inclusion into the Town's Official Plan and into its Development Charge by-law.





10(d)

- **Brampton Transportation and Transit Master Plan (2010).** The goal of the study was to update the earlier TMP and to develop an integrated transportation network, accommodate provincial and regional planning goals, provide input to the transportation components of the Brampton Official Plan and Growth Plan Conformity exercise, develop infrastructure needs, implementation phasing and update Development Charges. Also addressed a variety of planning issues associated with new major freeway corridor and growth areas in West and Northwest Brampton, expansion of rapid bus network, impact of new freeway corridor, and effects of shift in land use allocations on modal shifts and decrease in auto dominance.
- **Halton – Peel Boundary Area Transportation Master Plan Study (2010).** Identify a long-term (2021 and 2031) transportation network required to support provincial and inter-municipal planning goals, and serve future transportation demands within the Study Area. The Halton-Peel Boundary Area Transportation Study (HP BATS) was a joint study between Region of Peel, Halton Region, City of Brampton, Town of Caledon, and Town of Halton Hills. HDR was able to work with the stakeholders and develop a comprehensive and consensus driven transportation strategy inclusive of roads, transit, active transportation, goods movement, ITS and TDM implementation strategies. The study area population is to increase from 10,000 to 200,000 by 2031.
- **Durham Long Term Transit Strategy Master Plan Study (2010).** HDR conducted a comprehensive study on long-term transit and transportation strategies. This study assessed challenges and opportunities, anticipated risks, defined costs, and set directions for transportation, mobility, and further expansion of transit in the Region by 2031 through 2051. Durham is a diverse, fast-growing region of the GTA with aspirations to re-define its transportation from auto-dependant to an access and mobility focused system built around transit and supported by various other modes.

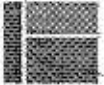


Additional experience includes:

- Regional Municipality of Wood Buffalo Transportation Master Plan Stage I and II (2011)
- Best Practice for the Technical Delivery of Long Term Planning Studies in Canada – Developed 'best practices' guide for Transportation Association of Canada (TAC) on technical delivery of transportation planning studies in Canada
- Development Charge Studies for City of Brampton (2009), Town of Richmond Hill (2006 and 2009), City of Burlington (2009), Town of Ajax (2008), Town of Oakville (2006), Region of Halton (1999); Development Charge Background Study Reviews of City of Barrie (2009), Regional Municipality of York (2003), Town of Markham (2004)
- Ontario Traffic Manual (OTM) Book 15 – Pedestrian Protection and Control for Ontario Traffic Conference
- CDOT Safety Database for Colorado Department of Transportation. Provided technical expertise in areas of safety, databases, and strategic planning.

Intersection Operational Performance Assessment Study for the Ministry of Transportation (Ontario). Research group retained to develop statistical methodology for five different network screening methods for Ministry of Transportation of Ontario. HDR has introduced safety performance screening to Ontario and is the Number 1 Safety expert in North America.





10(d)

3. TEAM ORGANIZATION

Our integrated team structure and team organization is illustrated in Exhibit 1.

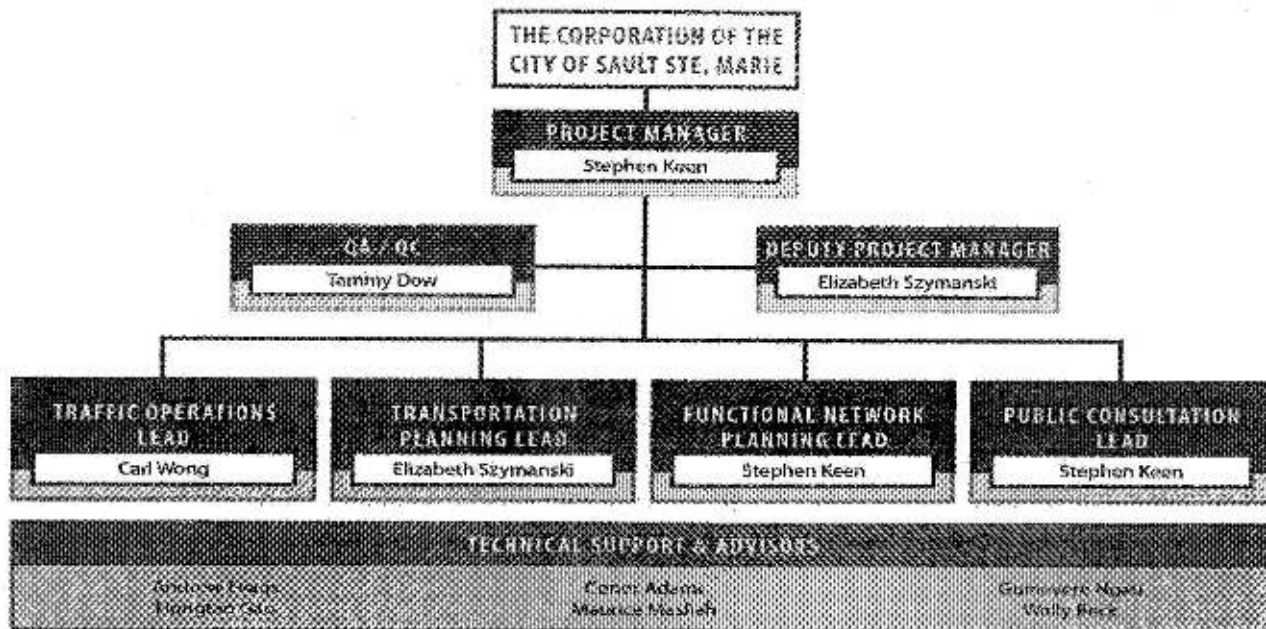


Exhibit 1: HDR Organization Chart

4. PROJECT MANAGER'S QUALIFICATIONS

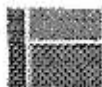
Project Manager: Stephen Keen, P.Eng. A Senior Project Manager with HDR with over 35 years of experience in master planning, environmental assessments, road design, public consultation and all areas of transportation planning and traffic operations. Stephen has managed transportation projects for a variety of different clients including North Bay, Sioux Lookout, York, Waterloo, Halton and Peel Regions, the Cities of Niagara Falls, Mississauga, Brampton, Kitchener, Waterloo, Toronto, Guelph, Hamilton and Vaughan. *Stephen will commit 21 work-days to the project.*

Example TMP and major transportation planning projects he has managed include the following:

- Strathcona TMP – City of Hamilton – following the first two phases of the EA process, this project is evaluating road diets (lane removal and lane width reduction) and 1-way / 2-way conversions, with a view to improving bicycle and pedestrian facilities in this older mature residential area of the City where traffic is not growing
- Rymal Planning Area (ROPA9) TMP – City of Hamilton – this TMP (Phase 1 and 2 EA) is examining the implications of growth in a suburban area of the City. Proposals to close existing roads while building new ones are being reviewed, while examining the construction timing programme as well as plans for improved pedestrian and cycling facilities
- Caledon Transportation Study – Town of Caledon – This TMP developed a 30 year plan for the road system while also developing policies for transit, car pooling and road design standards.
- Phase 1 Needs Analysis Master EA for the Aldershot / Waterdown Area - Cities of Hamilton and Burlington. This first phase of a TMP following the EA process
- Class EA Study for Transportation Improvements in the Railway Lands / Fort York Neighbourhood Communities in Downtown Toronto – City of Toronto – this was an area wide planning study which developed designs for road widenings, an 11 span bridge replacement and a new LRT line.
- Memorial Park TMP - Town of Whitchurch Stouffville – completion of a master plan to confirm future development and implementation of recreational elements in the Town Centre. The project



10(d)



addressed capacity issues, infiltration, parking requirements, active transportation requirements and circulation issues.

- Downtown Eastern Gateway Class EA – City of Niagara Falls – this study examined various options to implement a roundabout to provide a gateway into the historic downtown.
- Lakeshore Road Transportation Review (Port Credit to east boundary) – City of Mississauga – this study developed a short term (with bicycle lanes) and long term (with LRT and bicycle lanes) plan for this mature corridor in the City.

Stephen is a UK trained Transportation Engineer having gained a Master Degree in Traffic Planning at Birmingham University. In 1980, he designed his first roundabout for part of the access road into Birmingham Airport. In recent years he has completed numerous roundabout feasibility studies in Canada including 3, 4 and 5 leg roundabouts, with both single and double lane configurations, a number of which have been built or are under construction.

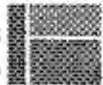
Stephen has extensive experience in public consultation including PIC drop in centres, community workshops and one-on-one consultation with stakeholders. Stephen has presented to a variety of Municipal Councils on numerous occasions. Stephen's communication skills have also been demonstrated in OMB, Niagara Escarpment Hearings and Hearings of Necessity.

Stephen's mix of skills including the EA process, functional design, traffic operations, consultation, active transportation, roundabouts and preliminary design makes him eminently qualified to address all of the issues included in the City's terms of reference. Table 2 illustrates Stephen's experience.

Table 2: Project Manager's Experience

	Project Management	Municipal Class EA	Traffic Engineering	Active Transportation	Socio-Economic Development	Natural Environment	Cultural Environment	Precast Design	Public Consultation
Stratford TMAP	*	*	*	*	*	*	*	*	*
Renal TMAP (handout)	*	*	*	*	*	*	*	*	*
Caledon Transportation Study	*	*	*	*	*	*	*	*	*
Rock Creek and Forestburg Study	*	*	*	*	*	*	*	*	*
Columbia / Lexington Class EA / PD	*	*	*	*	*	*	*	*	*
Lakeshore Road Transportation Review	*	*	*	*	*	*	*	*	*
Whittle Road Extension Class EA	*	*	*	*	*	*	*	*	*
Highway 401 / Mayfield Road Class EA / PD	*	*	*	*	*	*	*	*	*
Erskine / Lansdowne Street Class EA	*	*	*	*	*	*	*	*	*
Barton Arsenal Road Roundabout Feasibility Study	*	*	*	*	*	*	*	*	*
Holland Street W Reconstruction and Widening Class EA	*	*	*	*	*	*	*	*	*
Holland Street and Erie Street Reconstruction Class EA / PD	*	*	*	*	*	*	*	*	*
Legion Road Extension Class EA	*	*	*	*	*	*	*	*	*
Warwick Drive Class EA - Preliminary Design	*	*	*	*	*	*	*	*	*
Aldershot TMAP Phase 1 (Needs Analysis)	*	*	*	*	*	*	*	*	*
Downtown Eastern Gateway Class EA	*	*	*	*	*	*	*	*	*





10(d)

Deputy Project Manager and Transportation Planning Lead:

Elizabeth Szymanski, B.A., C.E.T. has 18 years of experience in Transportation Planning and is a Senior Project Manager with HDR. Elizabeth brings strong experience in transportation master planning and development charges. Her skills include: project management; sustainable transportation planning; transportation master plans; corridor studies; traffic operations; public consultation; capital planning; Development Charges; modelling and travel demand forecasting; parking and travel demand management. Elizabeth has extensive experience working with the Master Planning process as defined by the Municipal Class EA, transportation strategy development, development of Official Plan policy directions and stakeholder consultation. Her relevant Transportation Master Plan experience includes: the award winning Richmond Hill Transportation Master Plan; Brampton Transportation and Transit Master Plan; Cobourg Transportation Master Plan Study; Owen Sound Transportation Master Plan Study, Town of Oakville Transportation Master Plan Study, Durham Region Long-Term Transit Strategy; Halton-Peel Boundary Area Transportation Study and Town of Brighton Network Need Assessment Study. **Elizabeth will commit 31 work-days to the project.** Table 3 highlights Elizabeth's experience as Deputy Manager.

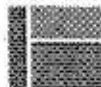
Thank you very much for all the efforts you and your staff put in to complete the 2006 Transportation Master Plan for the Town of Richmond Hill on time and on budget. Given the short nine month time frame you were provided to complete this project including adoption of the recommendations from Council, your firm did an amazing amount of work to develop a preferred alternative that is both multi-modal and environmentally sustainable to meet current travel demand and at the same time provide a sustainable platform from which future travel demand can be addressed... Job well done.

-Marcel Lanteligne, B.A., C.E.T.
Manager of Transportation and Site Plans
Town of Richmond Hill

Table 3: Deputy Manager's Experience

PROJECTS & CORE EXPERTISE	Project Management	Transportation Strategy	TMP Process	Land Use Planning	Traffic Planning	Active Transportation	Parking Policies	Modelling & Forecasting	Financial & DC	Consultation
Richmond Hill Transportation Master Plan	*	*	*	*	*	*	*	*	*	*
Brampton Transportation and Transit Master Plan	*	*	*	*	*	*	*	*	*	*
Halton-Peel Boundary Transportation Study	*	*	*	*	*	*	*	*	*	*
Cobourg Transportation Master Plan Study	*	*	*	*	*	*	*	*	*	*
Owen Sound Transportation Master Plan Study	*	*	*	*	*	*	*	*	*	*
Town of Oakville Transportation Master Plan Study	*	*	*	*	*	*	*	*	*	*
Durham Region Long-Term Transit Strategy	*	*	*	*	*	*	*	*	*	*
Halton Region Long-Term Transit Strategy	*	*	*	*	*	*	*	*	*	*
Richmond Hill Parking Strategy	*	*	*	*	*	*	*	*	*	*
Richmond Hill Development Strategy	*	*	*	*	*	*	*	*	*	*
Cobourg Transportation Master Plan Study	*	*	*	*	*	*	*	*	*	*
Model Birkbeck Transportation Master Plan	*	*	*	*	*	*	*	*	*	*
Richmond Hill Centre Land Use Design	*	*	*	*	*	*	*	*	*	*
Richmond Hill Transportation Master Plan	*	*	*	*	*	*	*	*	*	*
Halton Region Transportation Master Plan	*	*	*	*	*	*	*	*	*	*
Oakville Transportation Master Plan	*	*	*	*	*	*	*	*	*	*





Traffic Operations Planning Lead: Carl Wong, P.Eng. A *Multi-Modal Operations Practice Leader* at HDR in Canada specializing in transportation planning and traffic engineering services for public and private sector clients. He has over 17 years experience in road and transit network planning, master and secondary plans, active transportation, traffic impact assessments, travel demand forecasting and modelling, traffic and transit operations studies, pedestrian studies and microsimulation, transit ridership forecasting, environmental assessments, traffic management plans, construction staging analysis, and functional design. He is currently managing the day to day tasks for Town of Aurora Master Transportation Operations Study which is examining future transportation network deficiencies, road safety, signal coordination along arterial streets, on street and offstreet cycling / pedestrian trails, and sidewalk gaps for the Town. Other relevant experience includes Cambridge Area TMP, Brampton TMP, Waterloo West Side Master Plan, Highway 402 Preliminary Design Study, and Bluewater Bridge. *Carl will commit 10 work-days to the project.* Table 4 illustrates Carl's experience as Traffic Operations Lead.

Table 4: Traffic Operations Planning Lead

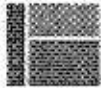
PROJECTS & CORE EXPERTISE	Project Management	Transportation Strategy	TMP Process	Land Use Planning	Road Planning / Design	Active Transportation / TDM	Parking Policies	Traffic Analysis	Funding & D.C.	Consultation
Ajax Transportation Master Plan	*	*	*	*	*	*	*	*	*	*
Central New Jersey Regional TSP	*	*	*	*	*	*	*	*	*	*
Cambridge Area Transportation Study	*	*	*	*	*	*	*	*	*	*
Aurora Transportation Planning Study	*	*	*	*	*	*	*	*	*	*
Aurora Master Transportation Operations Study	*	*	*	*	*	*	*	*	*	*
Brilliant Edge North Toronto Strategy	*	*	*	*	*	*	*	*	*	*
Waterloo West Side Master Plan	*	*	*	*	*	*	*	*	*	*
Northwest Brantford Transportation Plan	*	*	*	*	*	*	*	*	*	*
Brampton Countryside Villages Secondary Plan	*	*	*	*	*	*	*	*	*	*
Brampton Central Area Secondary Plan	*	*	*	*	*	*	*	*	*	*
Northwest Brantford Infrastructure Study	*	*	*	*	*	*	*	*	*	*
West Brantford Transportation Study Plan	*	*	*	*	*	*	*	*	*	*
Drumheller Transportation Master Plan	*	*	*	*	*	*	*	*	*	*
Blackburn Greenbelt Master Transportation Plan	*	*	*	*	*	*	*	*	*	*
Highway 402 Preliminary Design & EA	*	*	*	*	*	*	*	*	*	*
Windsor Essex Parkway / Vale Engineering / EIR Study	*	*	*	*	*	*	*	*	*	*

This study will be supported by the following qualified technical support staff.

Andrew Evans, P.Eng. A Transportation Planner with over 10 years of experience in transportation planning services for public and private sector clients. Andrew has extensive knowledge in traffic impact assessments, environmental assessments, traffic forecasting modelling, parking operations, roundabout analysis and functional designs. *Estimated project commitment of 20 work-days.*

Hongtao Gao, P.Eng, P.TOE. A Transportation Engineer with over 10 years of experience in transportation planning and design, including travel demand forecasting, highway feasibility studies, traffic impact studies, safety assessment studies, master planning studies, highway functional designs,





10(d)

preliminary designs and detail design, traffic signal design, truck studies, and transit feasibility studies. **Estimated project commitment of 27 work-days.**

Guinevere Ngau, P.Eng. A Project Engineer with HDR with eight years of experience in consulting engineering with a focus on active transportation solutions for public and private sector clients. Guinevere has worked on EAs and preliminary designs for improvements to pedestrian and cycling realm including road diet projects in an urban setting as well as traffic calming and multi-use trail design for rural roads. In addition, she has worked on pedestrian safety research and developed pedestrian safety assessment tools. **Estimated project commitment of 10 work-days.**

Conor Adami, B.A.Sc. A Transportation Planner, providing technical support in projects that involve travel demand forecasting using the EMME/3 software package. Additionally, Conor has prepared forecasts for transit routes and inputs from macro traffic models for microsimulation work. **Estimated project commitment of 30 work-days.**

Tammy Dow, Msc.E., P.Eng., CVS. A Project Manager and Certified Value Specialist (CVS) with HDR with over 14 years of experience in value engineering, transportation planning and traffic engineering for both the private and public sectors. During her career, Tammy has been responsible for the successful completion of numerous projects which includes project and technical planning, management, budgeting, monitoring, quality control and invoicing Tammy has undertaken quality control reviews for various projects throughout her entire career. **Estimated project commitment of 4 work-days.**

Dr. Maurice Masliah, M.Sc., Ph.D. will lead traffic and collision software selection for this project. Maurice is a Senior Researcher specializing in safety countermeasures, human factors, and the statistical analysis of collision data. He was the project manager for the Federal Highway Administration publication *Desktop Reference for Crash Reduction Factors*, and he has conducted road safety audits/reviews for the Ministry of Transportation in Ontario and in Saskatchewan. **Estimated project commitment of 3 work-days.**

Wally Beck, C.E.T. Vice President at HDR with over 36 years of experience in the transit industry. He will serve as a transit need advisor on this project. Wally has managed numerous transit service plans, ridership growth and asset management plans and transit feasibility studies in many small to medium-sized communities across Canada including the 2006-2010 Transit Ridership Growth and Asset Management Plan and development of Transit and ParaBus Operations Review: 2012-2016 Service Plan for the City. **Estimated project commitment of 2 work-days.**

5. PROJECT UNDERSTANDING

The City of Sault Ste. Marie has initiated an update of the City's 2002 Transportation Planning Study to address outstanding transportation issues and develop a comprehensive plan for transportation network development. The new TMP will serve the needs of people today while building a sustainable transportation plan for the future with examination of a balanced transportation strategy. HDR proposes to use an integrated planning approach encompassing *the vision set forth by planning policies, land use planning, balanced transportation considerations, community values, natural resource protection, social cohesion, and economic and operational sustainability.*

The 2005 Ontario's Provincial Policy Statement (PPS) obliged municipalities to develop transportation systems that are safe, energy efficient, facilitate the movement of people and goods, and are appropriate to address projected needs. Efficient use of existing and planned *infrastructure* supported by improved connectivity within and among *transportation systems* and modes should be integrated with land use.





Furthermore Provincial Policy Statement strongly supports transit-oriented planning, intensification along urban nodes and corridors, mix use developments, compact urban form build around transit corridors and hubs. The Transportation Master Plan study will embrace the essential principles of the PPS and produce Master Plan document rooted in:

- Reduced reliance on private vehicles
- Reduced environmental effects and greenhouse gas emissions
- More efficient use of existing infrastructure.



2011 Growth Plan for Northern Ontario has reiterated the directions of the 2005 PPS and called for multimodal transportation system planning integrated with land use planning with emphasis on capacity optimization, efficiencies and safety of the system. The Master Plan will build upon both provincial policy documents.

The **2011-2014 Corporate Strategic Plan** has directed planning and infrastructure expansion efforts to initiatives that will support economic growth in the industrial/ commercial areas while providing routes for commercial traffic; aims at balancing travel needs of City's residents and providing them with variety of travel choices and develop transportation system built on the principles of safety, access, mobility and the environment.



City of Sault Ste. Marie
Corporate Strategic Plan

2014-2018



The City of Sault Ste. Marie is undertaking an update of its **Official Plan**. The OP update focus on making the Official Plan consistent with the new Provincial Policy Statement and addresses the issues facing the community. HDR will work closely with City planners to ensure coordination and integration with the Official Plan Review.

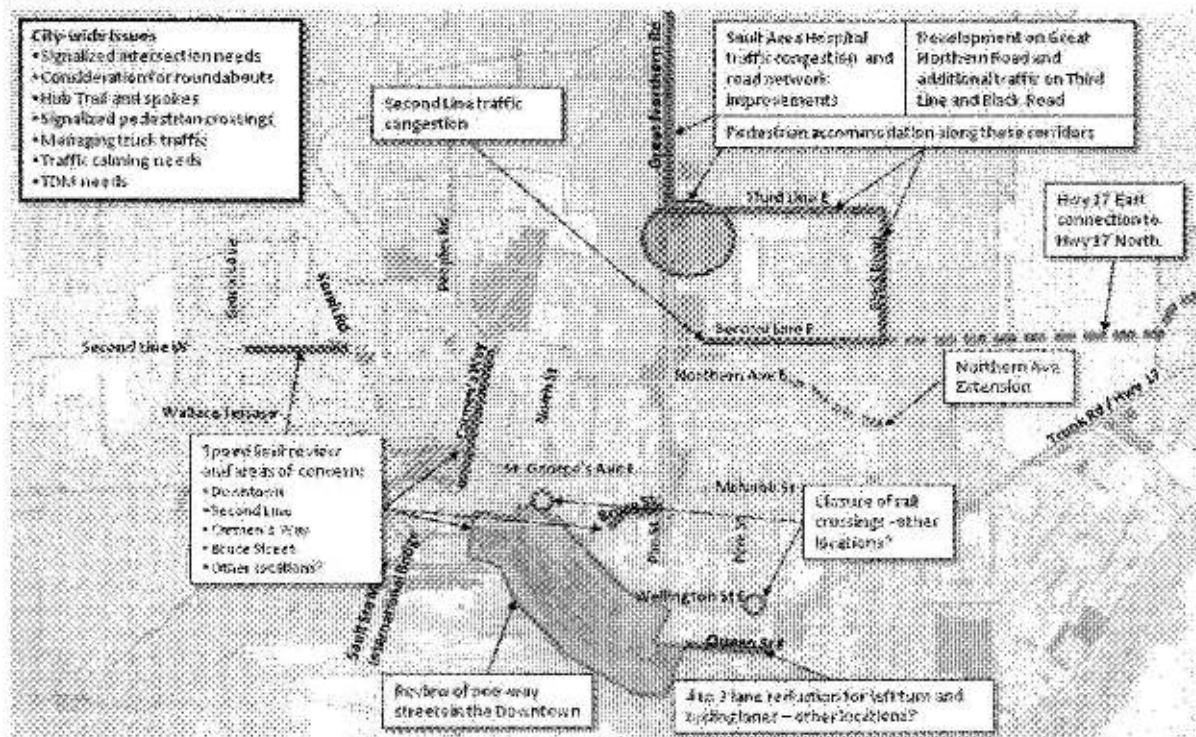


Figure 1: Key Transportation Issues Map

The Transportation Master Plan component of this study will be conducted in accordance with Phases 1 and 2 of the *Municipal Engineers Association's Class Environmental Assessment* guidelines. In following this process, HDR will liaise with stakeholders with an interest in the study (i.e. community groups, First



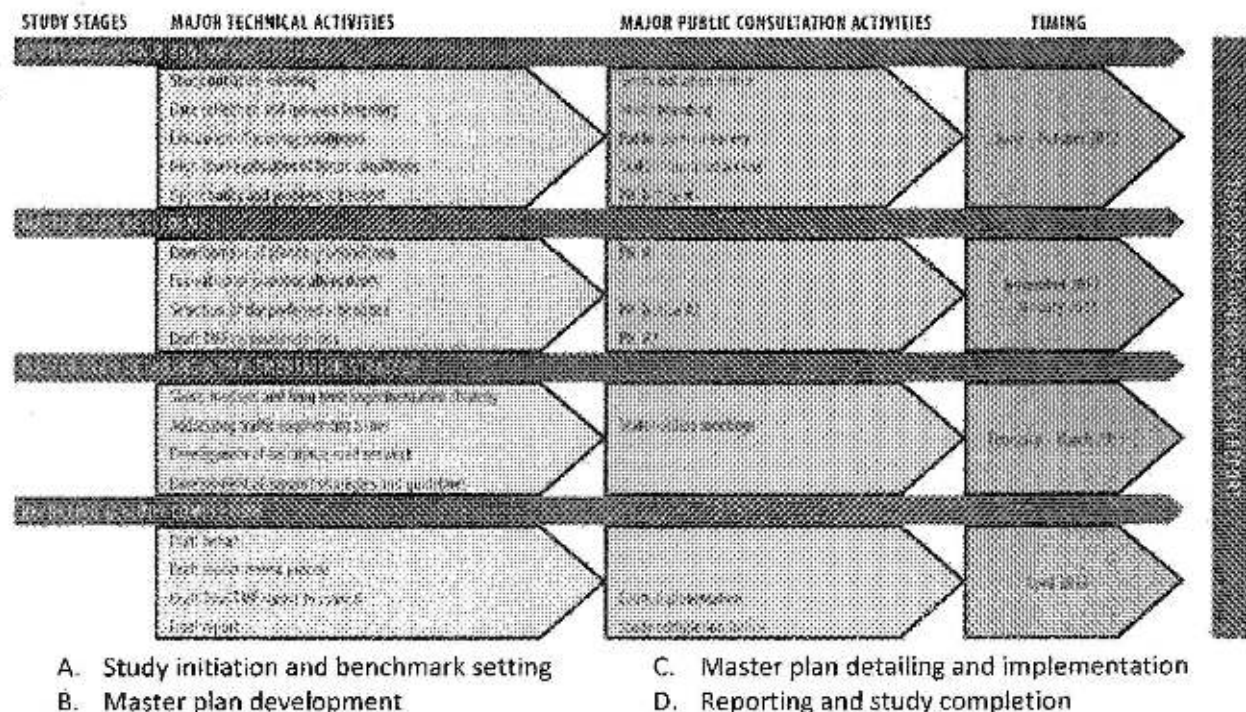


nations, MTO) and the general public, undertake environmental review of existing conditions, develop, evaluate and select the preferred planning alternative. The recommendations of the Transportation Master Plan will feed into the transportation policies developed for the Official Plan Update, zoning by-laws and to subsequent Schedule B and C Municipal Class EA projects.

Through our review of the RFP, knowledge and experience working in SSM, we have identified and summarized the key transportation issues facing the City. These issues will be addressed in this study. The map provided below provides a summary of the main transportation issues facing the City. The Transportation Master Plan will address all of the key issues identified while following the Municipal Class EA process.

6. WORK PROGRAM METHODOLOGY

As mentioned in the previous section, the proposed project scope will be tailored to meet the requirements of the Municipal Class EA Master Plan and address the outstanding issues and needs as identified in the RFP as clarified in discussions with City staff. The major components of the study include:



A: Study Initiation and Benchmark Setting

Task A1: Study Initiation

HDR will stage a working meeting with the Study Team to gain input into the study design; we will discuss the philosophy and the approach to the main study parts, timing and the reporting structure and identify data, tools and deliverables expected from each task listed in the RFP and this proposal. HDR will also discuss the approach to study website and branding of the TMP.

The establishment of a study website will enable the project team to provide information about upcoming public events, provide a forum for the dissemination of draft reports, display materials for public meetings (at a minimum one week in advance), handouts, comment forms and the submission of feedback. HDR will prepare material for the site including the study logo, introduction material, notices for public consultation events, and will include copies of reports and

Deliverables:

- Final study work plan
- Draft and final study initiation notice
- Study logo
- Study website





10(d)

public consultation summaries in PDF format for download. Contact information would be provided so the public can reach our study team members to provide input and comment. The web site would be linked to the City's web site.

Task A2: Data collection

HDR will Gather and review data and records including land use forecast, intersection and mid-block traffic data, intersection and roadway information, and other traffic and GIS data. HDR will complete a one-day site visit to inventory current network needs. We will gather and review the legislative and regulatory framework documents, policies and studies such as the provincial Policy Statement, and other planning studies. As available, the City will provide the study team with digital files for data on the natural, social and economic environments. We will establish the planning policy and transportation planning context for the City.

Deliverables:

Complete data set
Site visit report

Task A3: Public Opinion Survey

HDR will design and undertake a public opinion survey. The internet based survey will contain questions about public attitudes toward transportation, perceived challenges and problems, community's willingness to change travel habits, etc. The survey will be designed in close cooperation with the Steering Committee and advertised in the local newspaper (with the study initiation notice).

Deliverables:

Public opinion survey

Task A4: Benchmarking existing conditions

We will identify existing travel characteristics and patterns for all modes (auto, transit, walk, cycle, goods movement and analyse the existing operating characteristics on the major intersections and roadways to identify current trends and problem areas using the travel data provided by the City. We will identify the need and opportunity for new or reconstructed facilities including signal warrants, additional lanes, redundant lanes, multiuse pathways, walkways and intersection control treatment. HDR will document key deficiencies and discontinuities in the sidewalk and bicycle route system and summarize these findings. We will complete traffic analysis and report on level of service, delay, and volume-to-capacity ratios at key intersections located within major travel corridors (up to 30 have been budgeted for) and screenlines for the AM and PM peak hour.

Deliverables:

Existing conditions report;
SYNCHRO traffic operations model

Value Added Item: HDR will develop a Synchro Traffic Operations Model for the City. The model will include key corridors, signalized and (major) unsignalized intersections. The model will be transferred to the City at the end of the study and become a legacy and operational tool that can be used by the City staff on a daily basis. As an optional item, HDR will train the staff in usage of the model. This item has not been budgeted for. Intensive training courses are also available from the developers of SYNCHRO in various cities throughout North America.

Task A5: Evaluation of future conditions

Future land use assumptions for 10, 20 and 30 years provided by the City will be used to derive directional traffic growth rates and develop travel forecasts at the screenline level. We will rely on the City to provide a list of "given" road and transit network improvements for each horizon year, if applicable. MTO plans and studies will be reviewed by HDR to establish baseline provincial initiatives. We will utilize growth projections to determine traffic growth rates applicable to existing traffic counts and assign this growth using Microsoft Excel spreadsheet to the network. Once the forecast is developed future transportation level of service will be assessed for the 5, 10, 15 and 20 year horizons.

Deliverables:

Future conditions, section of the Existing Conditions Report

Task A6: Problem and Opportunity Statement

Based on the input received from the public opinion survey, evaluation of existing

Deliverables:

Problem and





and future conditions and through discussions with the Steering Committee and City staff, we will define a problem and opportunity statement to guide development of alternatives, assessment criteria and decisions throughout the study.

Opportunity
Statement

Task A7: Public consultation – stakeholders

A Master Plan process (under the Municipal Class EA) has very specific requirements for public consultation that follow the Municipal Class EA guidelines. These must be achieved typically through Public Information Centres, meetings with interest groups and individuals and appropriate follow-up / responses to the issues raised. The TMP process also has specific documentation requirements. Our team has wealth of experience in enhanced public and stakeholder consultation and facilitation. We have successfully achieved consensus on many of our projects with members representing diverse interests, representatives of government agencies with specific mandates, interest groups who may have conflicting demands and the general public.

Deliverables:

Stakeholders
contact list
Invitation letter

Stakeholder
meeting(s)

In this first phase of the study and to meet the requirements of the EA process HDR will gather information about the study stakeholders and issues that may affect them. The stakeholders may include Downtown Business Association, First Nations, Algoma University, MTO, conservation authority, Cycling Advisory Committee etc. The stakeholders will be made aware about the study by separate letter notification which will provide the study scope overview, discuss the consultation process and invite them to participate.

Value Added Item: We anticipate the need for a separate meeting(s) with individual or a group of stakeholders at various points of the study. Such need is also clearly identified in the Municipal Class EA guidance. Many municipalities in Ontario will assign the stakeholders into one or two (or more) separate stakeholder categories and meet with them separately. For example, agency stakeholders such as MTO, a local conservation authority, CSSM Transit, OPP and/or Algoma University could form a Technical Advisory Committee whereas cycling advocacy group(s), downtown business group(s), etc could form a Citizens' Advisory Stakeholder Group. A separate consideration will have to be given to First Nations as their presence in the City and diverse interests will have to be identified and acknowledged. A separate meeting with this group might be necessary. HDR has budgeted for an additional three meetings. The final number of additional meetings, form and composition of meeting attendees will be confirmed with the Steering Committee based on their local knowledge of stakeholders.

Task A8: Public consultation – general public

A key objective is to ensure the opportunity for discussion of transportation issues and deficiencies, and potential alternatives through interactive public forums. For the two public meetings a format that includes a drop-in open house, followed by a presentation and facilitated discussion is proposed. Open houses are vital to the study and will allow face-to-face discussions with those members of the community that have an interest or feel most strongly about the development of the Transportation Master Plan. These open houses are likely to attract a wide variety of individuals and the study will benefit from this input. Input will be captured through a detailed comment form which would be distributed at the open house portion of the meetings together with handout material. The presentations provided at the public meetings will articulate the key study information and questions to the public for discussion. PowerPoint slides will be

Deliverables:

PIC Notice #1
PIC presentation
boards, PowerPoint
presentation, sign-
in and comment
sheets





prepared and reviewed in advance with the Steering Committee.

Public Information Centre #1 will present and facilitate public input into the existing and future conditions, transportation vision and problem and opportunity statement and development of planning alternatives. Open House #1 will be advertised the local newspaper at least two weeks in advance.

B: Master Plan Development

Task B1: Development of Planning Alternatives

HDR will develop a list of alternative solutions based on the following principles:

- Maximizing the efficiency of existing infrastructure (i.e., signal coordination and traffic management),
- Travel Demand Management to increase the current share of non-auto modes and decrease single occupancy vehicle (SOV) use.
- Improvements to the cycling and pedestrian network
- Road network capacity improvements through reconstruction or widening of existing roads. We will consider changes to two-way streets and application of a "road diet".
- New road connections such the Highway 17 connecting link, Northern Avenue Extension and support network around Sault Ste. Marie Area Hospital.

We will analyze a minimum of two alternative solutions for 20 year scenario. The two planning alternatives will be compared against the Do Nothing alternative (as required by the EA process).

Deliverables:

Planning
Alternatives
20 year horizon
travel demand
forecasts

Task B2: Evaluation of planning alternatives

HDR will evaluate the Do Nothing and two planning alternatives and select the preliminary preferred alternative that best addresses the problem statement from the overall policy, transportation network and cost-benefit perspective. The evaluation of alternative strategies and scenarios will be based on the following criteria:

- Compatibility with Official Plan goals and the land use scenarios.
- Transportation service and benefits; promotion of changes in travel behaviour.
- Support for economic development, industry, and economic growth.
- Community impacts (noise, pollution).
- Impacts on the natural environment and environmental sustainability.
- Financial feasibility.

Deliverables:

Selection of the
preliminary
preferred long-
term,
transportation
planning
alternative

This task will result in identification of the preliminary preferred long-term transportation planning alternative. The alternative will be presented at the Public Information Centre #2 for discussion and public input.

Task B3: Development of TMP Recommendations

We will prepare road network, goods movement, pedestrian and cycling policy recommendations for the presentation at the PIC#2. Once approved the recommendations will provide input to the Official Plan Review, 10 Year Capital Plan and Zoning By-Law 2005-15.

Deliverables:

TMP
Recommendations

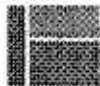
Task B4: Public and stakeholders consultation

Public Information Centre #2 will present and facilitate public and stakeholders input to development of planning alternatives, evaluation framework, up to date consultation activities and feedback received from the public and will present the preliminary transportation and draft TMP recommendations.

Deliverables:

Open house public
notice, display
materials,
presentations,
comment forms

At this stage a separate round of stakeholders meetings might be required. Alternatively stakeholders may be encouraged to participate in the PIC #2 and/or provide their comments directly to the study team.



10(d)

C: Master Plan Detailing and Implementation Strategy

Task C1: Functional Road Network

To ensure that planning, urban design and landscape design considerations are taken into account, the City's road classification system will be reviewed and standardized cross-sections will be recommended and developed. Streets make up the "public living room" of any community, and we firmly believe that they need to reflect more than just transportation considerations in order to achieve success, i.e. roads have to be context sensitive and the current three tier classification used by the City (arterial, collector, local) could well be refined to provide more context for the City roadway. Among other factors, we will consider roadway widths and Right of Ways, setbacks, sidewalks, material palettes, street parking, bicycle lanes / multimodal facilities, shared spaces, construction materials and widths and the accommodation of street furniture. HDR will provide detailed corridor design guidelines (ROW, design standards, cross sections) and prepare corridor design guidelines to support pedestrian, transit and cycling policies. We will also develop standard specifications for design and construction that integrate the revised functional network with findings of the TMP process. HDR will update Official Plan ROW map to reflect the preferred alternative (existing, 10, 20 and 30 year horizon).

Deliverables:

Updated road classification and Right of Way maps and OP Schedules (for inclusion in the OP)
Revised Design Guidelines

Task C2: Roundabouts

For intersections located in new growth areas and identified as in need of signalisation we will assess the feasibility of providing roundabouts. The roundabout analysis will be based on a two stage screening and detailed assessment process as typically used in other municipalities across Ontario and design parameters recommended by HDR, based on the FHWA Roundabout Guide. We will identify the required geometrics of a roundabout, traffic operations, anticipated pedestrian-vehicular conflicts and mitigation measures. Anticipated pedestrian volumes will be derived from the observed volumes at proxy intersections in the City. We will outline the best locations for roundabouts in the City as well as providing example detailed assessment using UK software ARCADY for discussion and finalized with the Steering Committee and City staff.

Deliverables:

Roundabout strategy

Task C3: Corridors and Intersection Operations

Building on work completed in Task A4 we will estimate the AM and PM traffic operations levels and traffic controls in 10 and 20 year planning horizons at each of the major intersections. The results of this analysis will be used to establish geometric requirements, signal operations and traffic operation mitigation measures (e.g. arterial pedestrian crossings, cycling signals, bus priority measures) and timing of improvements. HDR has not identified a need for 30 year intersection analysis as the results for 30 traffic projections are uncertain.

Deliverables:

10 and 20 years Synchro Intersection operations model and result analysis

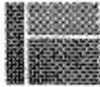
Task C4: Active Transportation

Bicycle and Pedestrian Network Strategy recommended by the TMP will promote a pedestrian-friendly and cycling-supportive active transportation system in compliance with the City's Cycling Master Plan and including design considerations to better accommodate cyclists and pedestrians within City's road's rights-of-way and for the accommodation of cyclists and pedestrians along off-road paths and trails (Hub Trails and Spokes). The strategy will include links and spokes of the Hub Trail, input from the Sault Trail Advocacy Committee, recommendations for safely accommodating the needs of both utilitarian (commuter) cyclists and recreational users. The strategy will identify and map active transportation facilities and non-motorized multi-use pathways and assess the potential needs for snowmobiling on

Deliverables:

TMP Bicycle and Pedestrian Network Strategy and network map





10(d)

the outskirts of the City. A potential application and framework of signalized pedestrian crossings will be assessed in Task C3.

Task C5: Four to three lane conversion

The City has identified a potential for converting Queen Street east of Pim Street from four to three lanes, providing centre turning lane and adding cycling lanes and has requested the consultant to identify and evaluate other corridors that could benefit from similar treatments. HDR extensive experience with 'road diet' and converting auto focus roadways into complete streets capable of supporting variety of modes. We will screen the City network to look for potential candidates for the "road diet", evaluate the most promising candidates, develop design and implementation guidelines and map out the recommended "complete street" corridors.

Deliverables:

TMP
recommended
complete street
corridors and
network map

Task C6: TMP Support Strategies

To ensure conformity between the new TMP document and existing policy documents HDR will review and provide recommendations for the Truck Route System and Traffic Calming. HDR will also comment and provide strategic directions for development and application of Travel Demand Management strategies and measures applicable to the uniqueness of the City.

Deliverables:

Strategic
directions for
truck routes,
traffic calming,
travel demand
management,
speed reduction
zones and one-
way road system

As requested by the RFP HDR will review and recommend speed limit reduction and by-law revisions along Second Line west of Korah Road, Carmen's Way and Bruce Street near Alberta Avenue. The criteria for reduced speed zones will be developed in cooperation with the City and based on the ITE Speed Zoning Guidelines. HDR will review the operations, evaluate costs and benefits and provide recommendations for converting one-way arterials to two-way traffic in the Downtown and closure of two railway crossings.

Task C7: Data and Collision Software

HDR will attend initiation meeting with the City to document software specification needs. We will review vendors and software products, obtain cost information and produce a report including a matrix comparing features of alternate software vendors against the City's needs. Findings will be presented to the Steering Committee.

Deliverables:

Recommended
collision software

Task C7: Implementation Plan

Implementation of the transportation recommendations will require a framework for decisions on priorities and investments by the City and (potentially) other jurisdictions. The implementation strategy described in our proposal will be based on objective analyses of transportation needs and priorities, resulting in priority setting. HDR will develop network implementation strategy for all modes, develop short, medium and long-term capital works plans and provide a list of recommendations to update the City of Sault Ste. Marie Official Plan and zoning by-laws.

Deliverables:

TMP
implementation
plan

D: Reporting and Study Completion

Task D1: Transportation Master Plan Reports

HDR will develop draft and final City of Sault Ste. Marie Transportation Master Plan Reports documenting the EA process, development and evaluation of planning alternatives, selection of the preferred alternative solution and the implementation action plan. 20 hard copies and a digital version of the the Final Report will be provided.

Deliverables:

Transportation
Master Plan
Draft and Final
Reports

Task D2: Council Presentation

One presentation to City Council delivered at the submission of the Final Report

Deliverables:

Council
presentation





10(d)

Task D3: Study completion

At the end of the study HDR will, transfer the materials and Synchro model to the City and issue the Information Notice about Study Completion.

Deliverables:

Study
Completion
Notice

7. PROJECT MANAGEMENT APPROACH

We understand that people, not companies, deliver projects. HDR's management philosophy involves an "Integrated Management Approach" in which HDR's Project Manager works alongside the City Project Manager, fostering a close working relationship and promoting a proactive response from the team while taking ownership in project progress and success. In addition to the City benefiting from successful project delivery in terms of quality, schedule and budget, the HDR team prides itself in establishing long-term relationships with the client. These relationships are the result of a mutual trust and respect derived as a result of our approach to open and direct collaboration with the entire project team. Our nominated **Project Manager, Stephen Keen, P.Eng** will lead the team of HDR personnel. Stephen will be assisted by **Elizabeth Szymanski, C.E.T** the designated **Deputy Project Manager**. Stephen will assure that roles, responsibilities and expectations are clearly communicated and all project activities are expertly delivered. Regular coordination and status meetings will be held, including advance internal review of study progress. Remote members will join in person or by conference call. HDR will meet the project requirements as detailed in the RFP. The proposed tasks described above provide a comprehensive methodology to attain study objectives and goals. For close communication with the City, we will have regularly scheduled:

- **Monthly conference calls** with the City Project Team along with updates of project progress
- **Project Initiation meeting** with the City Project Team at the beginning of the study
- **Meetings with the City's Steering Committee (five)**. HDR will be responsible for preparing agendas and minutes for the meetings
- **Monthly detailed project updates** to accompany monthly invoices. Updates will describe, for each major task, the budget status and progress to date.
- **Additional three stakeholders meetings** to meet the requirements of the EA process
- **Ongoing frequent informal contact** with the City by email and phone.

8. PROJECT SCHEDULE

The project timetable is provided in **Exhibit 2**. Key Project Milestones include:

- | | |
|--|--------------------------|
| 1. Project initiation meeting with City staff and Project Steering Committee meeting #1 | June 28, 2012 |
| 2. Project Steering Committee meeting #2 held prior to PIC #1 | Early September 2012 |
| 3. PIC #1 Notice published in The Sault Star and the LOCAL 2 | September 10, 2012 |
| 4. Public Information Centre # 1 | September 26, 2012 |
| 5. Project Steering Committee meeting #3 held prior to PIC #2 | Mid November 2012 |
| 6. PIC #2 Notice published in The Sault Star and the LOCAL 2 | Mid November 2012 |
| 7. Public Information Centre # 2 | Early December 2012 |
| 8. Project Steering Committee meeting #4 to discuss the preliminary results and the layout of draft report | Mid of February 2013 |
| 9. Submission of the Draft TMP Report to the Steering Committee and stakeholders | Mid of March 2013 |
| 10. Draft report review process | Mid to end of March 2013 |
| 11. Project Steering Committee meeting #5 prior to submission of the Final Report and Council presentation | Early April 2013 |
| 12. Submission of the Final TMP Report to Council | Mid of April 2013 |
| 13. Council presentation of the Final Report | Mid of April 2013 |





10(d)

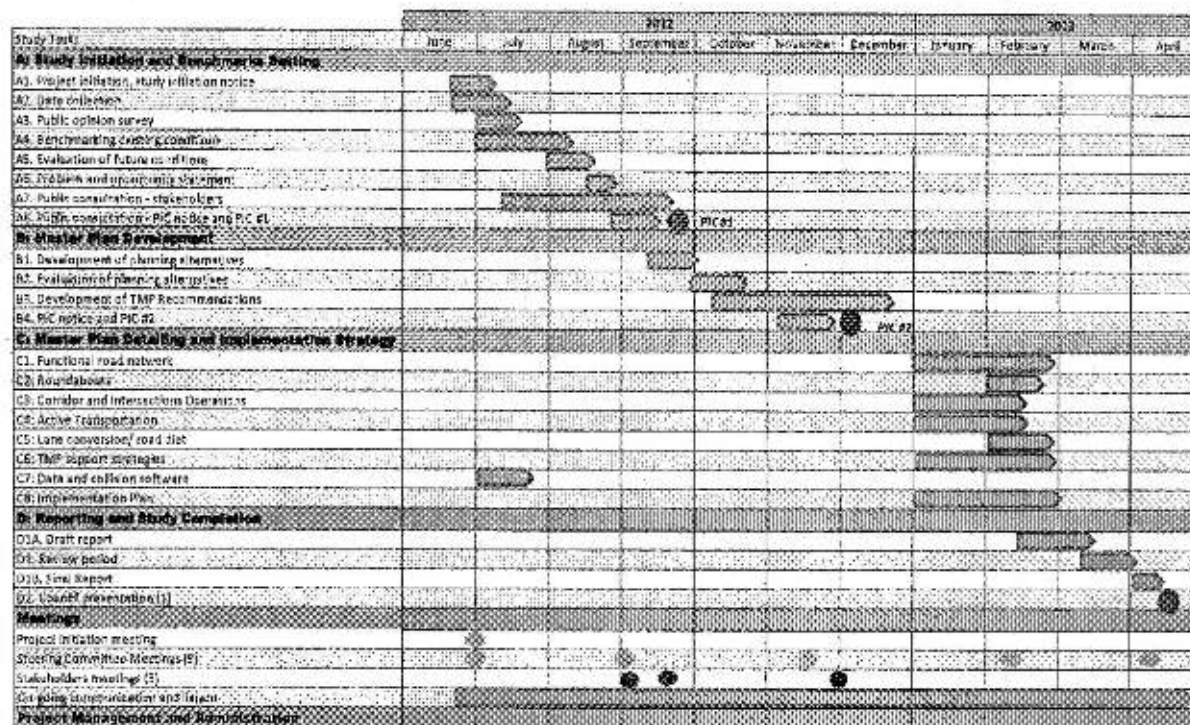


Exhibit 2: Project Schedule

9. MUNICIPAL STAFF AND INFORMATION REQUIREMENTS

The proposal budget is developed on the assumption that the following information will be made available by the City:

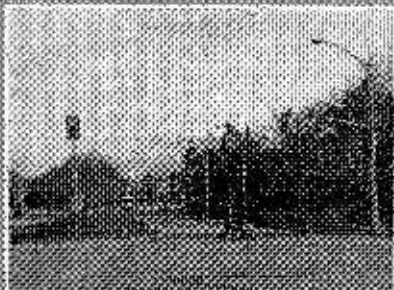
- GIS information in shape file format
- Existing natural and socio-economic information (GIS files) including:
 - Digitized information of the Sault Ste. Marie OP schedules
 - Parcel fabric information
 - Single line street network and its attributes including number of lanes, intersection control, posted speed
 - Existing and designated right-of-way,
 - Road classification and road jurisdiction
 - Bicycle and pedestrian pathway network
- Current design standards for roads, intersections, bicycle paths and walkways
- Capital plans for roads and transit
- Up-to-date mid-block and intersection turning counts (2009-2012)
- Up-to-date signal timing plans for signalized intersections
- Population projections for 10, 20 and 30 horizon years
- Past, current and relevant transportation reports, planning reports, etc
- Input to stakeholders and public contact list(s).

We made following additional assumptions:

- The City will be responsible for translation of study documents and public information centre materials into French or a First Nations language (if required).
- The City will be responsible for arranging for newspaper advertisements and facility rentals

During the project life-time we expect the City staff to respond to our requests for comment, data and directions within reasonable timeframes.





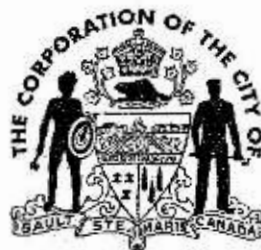
HDR

Submitted By:
HDR Corporation
100 York Boulevard, Suite 300
Richmond Hill, ON L4B 1J8

10(d)

- 10 -

ATTACHMENT 2 – CLIENT REQUEST FOR PROPOSAL



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR PROPOSAL – TERMS OF REFERENCE

Transportation Master Plan Update

**File: B-12-01
April 2012**

10(d)

CONTENTS

- 1) INFORMATION TO PROPONENTS
- 2) TERMS OF REFERENCE

SECTION 1

INFORMATION TO PROPONENTS

Proposals should be based on these instructions and proposal requirements as outlined in the Terms of Reference Section of this Request for Proposal.

1.0 Delivery and Opening of Proposals

Sealed proposals properly marked as to the contents, will be received by the Engineering and Planning Department, Level 5, Civic Centre, 99 Foster Drive, Sault Ste. Marie, ON, until 4:00 o'clock p.m., local time, Friday May 11, 2012. Late proposals will not be accepted and will be returned unopened.

The Corporation reserves the right to reject any or all proposals and the lowest fee for services or any proposal will not necessarily be accepted.

2.0 Errors, Omissions, Clarifications

During the period for proposal preparation, any questions concerning the requirements or intent of this Request for Proposal, or identification of any errors or omissions should be addressed to Mr. Don Elliott, Director, Engineering Services, telephone 705-759-5329, e-mail d.elliott@cityssm.on.ca or Mr. Carl Rumieli, Design and Construction Engineer, telephone 705-759-5379, e-mail c.rumieli@cityssm.on.ca.

Proposals must be limited to twenty (20) pages, single sided including appendices.

3.0 Informal Proposals

Proposals, which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal.

4.0 Proposal Evaluation

The successful consultant will be selected based on evaluation of the proposal utilizing our rating system which considers the requirements mentioned below. A committee composed of City staff will be used in the selection process.

- 1) Consulting team's ability outlining corporate profile in the traffic and transportation industry.
- 2) Relevant past experience on similar projects.
- 3) Qualifications and experience of the Project Manager, senior engineers and key members of the project team, including sub-consultants, with the estimated number of days that they will be committed to the project.
- 4) Detailed proposed work program methodology
- 5) A detailed schedule recognizing critical deliverables, progress meetings and timelines.

- 6) A fee schedule indicating the name, role and rate of pay for each individual assigned to the project. The total cost of the engineering assignment shall be limited by a fee estimate which the consultant will include in its proposal for all work up to and including the final report. No further payment will be made above this figure unless authorized in advance by the City. The successful consultant will be required to enter into a standard MEA/CEO agreement for engineering services. These terms of reference will form part of that agreement.

The above list of criteria represents areas which are to be specifically addressed in the proposal. The evaluation process will not necessarily be limited to these areas. Other criteria not specifically listed above may also receive consideration. The order in which the criteria are listed does not indicate the weighting of the evaluation.

The City reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the proposal call or reject any and all Proposals. The City of Sault Ste. Marie will not necessarily select the proposal with the lowest price or any other proposal.

The City will endeavour to complete the evaluation process within a reasonable time frame. The City reserves the right to contact Proponents to seek clarification of the proposals, as submitted, to assist in the evaluation process.

5.0 Conditions and Requirements of Work

Proponents are required to submit their proposals upon the express conditions that they shall satisfy themselves by personal examination of the location of the proposed works, or by such other means, as they may prefer, as to the actual conditions and requirements of the work.

6.0 Proposal Left Open

The Proponent shall keep their proposal open for acceptance for sixty (60) days after the closing date.

7.0 Schedule

(A) Release of RFP	April, 2012
(B) Submission of Proposal	May 11, 2012
(C) Recommendation of Award	May-June, 2012
(D) Award of Contract	June, 2012
(E) Commencement of Services	June, 2012
(F) Study Completion	Early to mid 2013

The City reserves the right to alter the scheduling of items "C" to "F".

Proponents are asked to designate one contact person to whom any additional information deemed to be relevant to the proposal may be communicated.

8.0 Incurred Costs

The City will not be liable for, nor reimburse any Proponent for costs incurred in the preparation of proposals; or any other costs such as preparation for, and attendance at interviews that may be required as part of the evaluation process.

9.0 Alterations to Documents

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the City for the purpose of clarification.

10.0 Confidentiality

No Proponent shall have the right to review or receive any information with respect to a proposal, documentation, or information submitted by any other Proponent. The content of the proposal, and all documentation, and information shall be held in confidence by the City subject only to the provision of freedom of information and privacy legislation, including without limitation, the Municipal Freedom of Information and Protection of Privacy Act.

11.0 Municipal Freedom Of Information & Protection Of Privacy Act

The Corporation of the City of Sault Ste. Marie is governed by the provisions of the Municipal Freedom of Information and Protection of Privacy Act. All documents submitted to the City in response to this Request for Proposal become the property of the City and as such will be subject to the disclosure provisions of the Act. The Act gives persons a right of access to information held by the municipality. The right of access is subject to exemptions contained in the Act.

SECTION 2 TERMS OF REFERENCE

2.1 INTRODUCTION AND STRATEGIC DIRECTIONS

The City of Sault Ste. Marie is seeking an engineering consultant or consulting team to update the Transportation Master Plan (TMP). The successful consultant will collect and analyze information to develop recommendations for short and long term transportation needs.

An update to the City's TMP has been forecasted for several years, based on the desire to formally consider overall city transportation initiatives approximately every 10 years. In 2002, a Transportation Planning Study was completed, and it recommended the ultimate solution for removing provincial commercial truck traffic from the downtown core.

Perhaps the most significant transportation issues are as follows:

- Sault Ste. Marie is in the near unique situation where an arterial corridor must be provided for provincial traffic connecting to the US Interstate Highway system in Michigan via the International Bridge. To this end, the Ministry of Transportation supports a 24.49 km connecting link system of roads between the Provincial Highway system and downtown Sault Ste. Marie at the Canadian Customs Plaza.
- In early 2011, the new Sault Area Hospital was opened which moved considerable traffic to the north end of the City – an area which has seen notable commercial growth and an increase in traffic. A corresponding decrease in traffic has been experienced in the area of the former hospital location.
- The MTO continues to move towards a connection of Highway 17 East (New) to Second Line at Black Road. It also may be considering a by-pass around the northeast area of the City to connect Highway 17 East with Highway 17 North.

The update to the TMP will be an opportunity to address several transportation related issues which either need attention, evaluation, or the development of a City wide policy. It is not considered wise to implement new features in a haphazard manner; rather, a city wide approach is preferred. Those issues will be itemized in section 2.5 – Facilities Assessment, 2.6 The Functional Road Network, and 2.7 – Active Transportation.

The general intent of the City based on the Corporate Strategic Plan is to:

- Support economic growth in the industrial/commercial sectors/areas while providing appropriate routes for commercial traffic;
- Balance the travel needs of residents and provide them with choices which support healthy and active lifestyles, and;
- Consider transportation principles which address safety, access, mobility and the environment.

The City requires a prudent and detailed approach to achieving the transportation needs of the City to accommodate existing and forecasted development trends. An up-to-date master plan is needed to assist the City in accomplishing these objectives.

2.2 EXISTING DOCUMENTATION

It will be up to the Proponent to become familiar with the details of the following documents, as required:

- City of Sault Ste. Marie Transportation Planning Study – (2002)
- Ministry of Transportation Highway 17 Planning Study – Sault Ste. Marie Northerly to Secondary Highway 556 (1991)
- Ministry of Transportation Highway 17 (New) Trunk Road Access (2005)
- Official Plan (1996 – currently being updated)
- City of Sault Ste. Marie Cycling Master Plan (2007)
- Sault Ste. Marie Hub Trail Concept and Design Study (2007)
- Planning Division Population and Housing Forecast (2008)
- Sault Area Hospital Traffic Impact Study (2005)
- Cycling Master Plan – (2007)
- City Traffic Calming/Traffic Management Policy
- Transit Operational Review (2012)
- Procedure for School Crossing Studies (2002)

These documents can be viewed at the Engineering and Planning Divisions on the fifth floor of the Civic Center.

2.3 PROVINCIAL CONNECTING LINKS

A provincial connecting link agreement is in place in Sault Ste. Marie to connect Highway 17 East and North, as well as the internal transportation corridor connecting provincial traffic to the International Bridge and the US Interstate Highway 75. The list of individual streets designated as connecting links was updated in 2006 after the commissioning of the transportation corridor providing a more direct link to the provincial highway system and removing through, international commercial truck traffic from the downtown business, commercial and residential districts. The direct connection was provided in the form of a restricted access arterial road named Carmen's Way connecting Queen Street to Second Line. The City is responsible for 100% of maintenance of provincial connecting links and 25% of capital upgrades. The Ministry of Transportation is responsible for 75% of capital upgrade costs on connecting links.

It is not anticipated that the Proponent would be suggesting any alterations to this system, unless during the course of the study, the MTO makes any critical decisions about altering connections to Highway 17.

2.4 TRANSPORTATION MODELLING

Transportation Model

It is the opinion of the City Engineering Staff that a digital transportation model is not required. Given the transportation issues faced by the City, projected population growth and past experience, it is not considered necessary. However, staff are open to recommendations of the successful consulting team, which may include modelling of portions of the City, as it is acknowledged that some modelling in high traffic/development areas may be warranted.

Land Use

Where feasible, development horizons for land use projections should be for 10, 20 and even 30 years. Recommendations from the TMP will be considered when updating proposed road, sidewalk and cycling/trail infrastructure.

Digital Data/Software Integration

The Traffic Division of the Department of Public Works and Transportation requires a recommendation for software to combine collision, volume, and speed data together, and to be integrated with the City's GIS. One of the outcomes of the Transportation Master Plan will be a review of the City's existing data format and the GIS, a review of available software, and a recommendation to either pursue specific third party software, or to customize the City GIS to provide the data analysis required by the Traffic Division.

2.5 FACILITIES ASSESSMENT

The Proponent should assess road, cycling and pedestrian needs by recommending lane configuration, cycling facilities, sidewalks and multiuse pathways required on main corridors. At all major intersections, the Proponent should provide comments and recommendations for:

- Turn lanes
- Signalization
- Stop control
- Rural upgrades (such as flashing beacons)

Corridors and Signalized Intersections

The City has jurisdiction over 84 of the 85 fully-signalized intersections in the City. The signals at the intersection of Trunk Road and Highway 17 East are under the jurisdiction of the MTO.

The City can provide existing recent traffic counts and signal timings for the multi-purpose arterial and collector roads in Sault Ste. Marie. Further, traffic counts can be provided during the study for missing counts that the Proponent needs to complete the study.

The Proponent should identify any potential new traffic signal and corridors and indicate the existing and future level of service of the existing traffic signals and corridors. The study should also comment on the possible elimination of existing signals which are no longer warranted.

The analysis of these corridors will also consider the interaction of cyclists and pedestrians along with any specific movements related to the non-auto user.

Roundabouts

The Engineering and Traffic Divisions are generally supportive of the use of roundabouts, since they have been proven to be effective elsewhere. Given the attendant property requirements, they may only be feasible around the outskirts of the City. The Proponent will evaluate the use of roundabouts by providing design standards and by identifying potential sites, if any, for future consideration.

Downtown – Conversion back to Two-Way

East-west traffic in the downtown core moves efficiently using two one-way pairs of arterial roads. Some agencies have enquired about the possible conversion of one or both pairs back to two-way. The Proponent will include a discussion on the merits and ramifications of such a change.

Review speed limits and Zones

The study will include a review of speed limits and make recommendations for possible changes to the speed limit by-law. Areas of particular concern are in the downtown core, and some major arterials, such as Second Line west of Korah Road, Carmen's Way, and Bruce Street near Alberta Avenue. The proponent will identify criteria for reduced speed zones.

2.6 THE FUNCTIONAL ROAD NETWORK

Purpose and Classification

Roads form the core structure of the City's transportation system. They serve automobile, local commercial truck and provincial US related traffic, public transportation, as well as cyclists and pedestrians. The plan should analyze the existing road classification system and recommend changes or updates if required. There should be an analysis of the rural roads to determine how they are best classified. The analysis should take into consideration the Cycling Master Plan, Hub Trail and how bicycles and pedestrians will interact with vehicles in an active transportation network. Since there are no restricted access freeways within the City, the road classifications in the Official Plan are:

- Arterial roads
- Collector roads
- Local roads

The Master Plan will either confirm the ongoing use of these classifications, or recommend more distinction in classifications.

Design Guidelines and Rights of Way

The Proponent will provide corridor design guidelines including suggested road design standards and road cross sections for all types of road classifications, and comment on standards for road design and road widths in new developments. These will include pedestrian/bicycle sidewalk and pathway standards. The study should provide preferred right-of-way width requirements and design elements, including road widths, for the different classifications of roads in Sault Ste. Marie.

Area Specific Analysis

Considerable progress has been made on implementation of the recommendations of the 2002 Transportation Planning Study including:

- Transportation Corridor (Carmen's Way) - constructed
- Third Line Extension - constructed
- McNabb/Southmarket Extension - constructed
- Pine Street Extension – construction underway
- Sackville Road extension – EA completed
- Second Line/Great Northern Road – SB & WB right turn lanes – constructed

The Proponent will provide recommendations for additional new roads, if required. Specifically, comments will be provided on the following:

- Northern Avenue Extension
- Additional features in the road network to relieve congestion in the Great Northern Road and Second Line corridors

Review the current 10 year capital forecast for the City and comment on what transportation construction projects should be the highest priority based on the new TMP. The annual 10 year capital forecast is completed in the fall of each year, and projects are often based on recommendations in the most recent TMP.

Road Widenings

The Master Plan will include a review of the current list of road widening requirements in the Zoning By-Law 2005-150. The list should be reviewed and updated for possible deletions and additions.

2.7 ACTIVE TRANSPORTATION

The City has developed several initiatives to improve active transportation. The successful Proponent will incorporate ongoing and past studies and the aspect of safety in communities that are key components of active transportation.

Cycling Master Plan

The City has a Cycling Master Plan in place to support active transportation and to reduce pressures exerted by automobile use on the road network. The Proponent will include consideration of the recommendations of the Cycling Master Plan when developing the updated TMP.

Walking

Walking helps to improve public health and reduce vehicular traffic. Pedestrian safety is paramount for the City. The Proponent will consider supportive measures to help achieve the goal of increased pedestrian facilities and enhanced pedestrian safety. The TMP should include recommendations on formalizing the City policy on sidewalks in new developments.

Hub Trail and Spokes

The multi-use pathways shared by pedestrians and cyclists encourage active transportation and recreational use. The Hub Trail is a non-motorized multi-use pathway providing a safe and enjoyable means of transportation and recreation for pedestrians and novice and child cyclists due to separation from motor vehicles. The Sault Trail Advocacy Committee (STAC) is developing a list of preferred links and spokes to the Hub Trail. The Proponent will review and comment on further development of multi-use pathway system of spokes.

Arterial Pedestrian Crossings

Advocates for more pedestrian facilities have suggested signalized pedestrian crossings should be constructed. The Proponent will make recommendations on the merits and ramifications of the construction of signalized and/or grade separated crosswalks at specific locations.

Four to Three Lane Conversion

The City is evaluating the possibility of converting Queen Street east of Pim Street from four lanes to three lanes, one in each direction and a center left turn lane, plus cycling lanes. The Proponent will evaluate other corridors that may be considered for a similar treatment, including suggested widths. The question will be answered in accordance with regulatory requirements regarding whether the outside lanes should be shared with cyclists or with lines painted. It would be the City's preference that the painted cycle lane double as snow storage in the winter, if and when necessary, and that the City not be mandated to keep cycle lanes clear of snow and ice to the curb face.

Snowmobiles

The Proponent will comment on potential needs for snowmobiling on the outskirts of the City, including staging, access to trails and road crossings.

Rail Crossings

The City is aware of the Huron Central Railway's desire to close some railway crossings. Two potential candidates, for example, are Francis and Elizabeth Streets on the Huron Central Rail Corridor. It is recognized that neither may be practical, given the requirement for safe passage of pedestrians across the tracks. The proponent will provide comments on the relative merits of these, and/or other closures.

2.8 TRUCK ROUTE SYSTEM

The truck route by-law was updated in 2006 when the connecting link system was reviewed and revised. As noted above, the commissioning of the transportation corridor eliminated the need for through truck traffic in the downtown core, and several connecting links were revoked by the MTO. The Proponent will review current truck traffic patterns and recommend changes, if any.

2.9 TRAFFIC CALMING

Recently the City has experimented with speed humps in one location. A traffic calming/traffic management policy has been developed and approved by Council. The policy was developed with a goal of reducing speed and increasing safety on local roads. The Proponent will review this policy and ascertain its role in the future transportation network.

2.10 DEMAND MANAGEMENT

The City recognizes that there may be opportunities to manage demand as an alternative to increasing capacity. A demand management approach to transportation has the potential to deliver improved public health, stronger communities, and a more livable city. Keeping in mind the unique nature of this northern Ontario city, the consultant will consider opportunities for managing demand through increased productivity of the existing road network, application of strategies to reduce travel demand (such as that of single-occupancy private vehicles), or to redistribute this demand in space or time.

2.11 PROJECT REQUIREMENTS

Communications - Meetings, Workshops and Public Information Centres

The Proponent will determine the number of progress meetings and Public Information Centres and outline them in the proposal. The minimum is expected to be:

- 5 Steering Committee meetings
- 2 Public Information Centres
- 1 Council presentation for approval of the study

Project Scope and Time-Frame

The exact project scope will be influenced by the Proponent's knowledge of similar work on Transportation Master Plans. The study shall be in compliance with all the legislative requirements of a Master Plan study using the Environmental Assessment process. The City anticipates the project will be completed by early 2013.

The City has set a budget of \$180,000 for this study.

2.12 PROJECT DELIVERABLES

The project deliverables of the Transportation Master Plan study, will include:

- 20 hard copies of the Master Plan, and a complete version in digital format
- Production and presentation of all materials for open houses and public presentations
- Production and distribution of public notices
- Collection and analysis of all agency and public feedback, questionnaires, and subsequent responses

10(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-140

AGREEMENT: (LE-102) A by-law to authorize a Licence Agreement between the City, Loplops and the Downtown Association for the use of five separate portions of City owned land on Queen Street East, Sault Ste. Marie as specified in the Licence to Occupy City Property, hereby attached as Schedule "A" to this By-Law.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a Licence to Occupy City Property Agreement dated July 16, 2012, and made between the City, Loplops and the Downtown Association for the use of five separate portions of City owned land in the form of Schedule "A" hereto.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

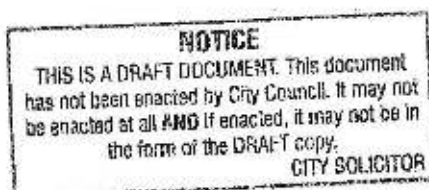
This by-law takes effect on the day of its final passing.

PASSED in open Council this 16th day of July, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

ds LEGAL\STAFF\BYLAWS\2012\2012-140 LICENCE AGREEMENT LOPLOPS RE DOWNTOWN DAYS.DOC



LE-102

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this 16th day of July, 2012.

BETWEEN:

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE
(herein referred to as the "City")

- and -

LOPLOPS

(herein referred to as the "Licencee")

- and -

DOWNTOWN ASSOCIATION

(herein also referred to as the "Licencee")

The City grants to the Licencees the right to occupy the property of the City ("the City Property") identified as five separate portions of land on Queen Street East, Sault Ste. Marie, specifically as shown and identified on Schedule "A" attached to this Licence to Occupy City Property

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

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

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

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

SIGNED, SEALED AND DELIVERED

Eric Kront
July 11, 2012

Cathy Salas
July 11, 2012

LOPLOPS

Name: Stephen Arora
of Person Signing
on behalf of Loplops

* I have authority to bind Loplops

DOWNTOWN ASSOCIATION

Name: Tasha Varpio
of Person Signing on behalf of the
Downtown Association

* I have authority to bind the
Downtown Association

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

MAYOR DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

WE HAVE THE AUTHORITY TO BIND
THE CORPORATION

10(e)

SCHEDULE "A" TO
LICENCE TO OCCUPY CITY PROPERTY

City Property

The five (5) tent structures, each of the size twenty (20) feet by twenty (20) feet ("Pop Up Patios") are permitted to be set up at the following locations on City Property:

1. One Pop Up Patio located on Queen Street East, on the east side of the intersection of Queen Street East and Bruce Street;
2. One Pop Up Patio located on Queen Street East between Elgin Street and March Street;
3. One Pop Up Patio located on Queen Street East, on the east side of the intersection of Queen Street East and Spring Street;
4. One Pop Up Patio located on Queen Street East, on the east side of the intersection of Queen Street East and Brock Street; and
5. One Pop Up Patio located on Queen Street East between Brock Street and East Street.

10(e)

SCHEDULE "B"
LICENCE TO OCCUPY CITY PROPERTY

This Licence is subject to the following conditions:

1. The City hereby grants Loplops permission to set up five (5) tent structures, each of the size twenty (20) feet by twenty (20) feet ("Pop Up Patios") on July 19, 2012 as part of the Downtown Days festivities, on Queen Street East, Sault Ste. Marie, Ontario, at the locations identified in Schedule "A" to this Licence Agreement ("City Property"), and subject to the following time schedules for July 19, 2012:
 - a. between the hours of 6:00 p.m. to 7:00 p.m., Loplops may set up the Pop Up Patios;
 - b. between the hours of 7:00 p.m. and 10:00 p.m., Loplops may serve alcoholic beverages and food; and
 - c. between the hours of 10:00 p.m. and 11:00 p.m., Loplops shall promptly remove the Pop Up Patios from City property, and complete all necessary clean-up activities at their sole cost and expense.

The above is collectively referred to as the "Event" for the purpose of this Licence.

2. Loplops represents and warrants that it is the holder of a valid catering endorsement attached to its sales licence. Loplops further represents and warrants that it has submitted a written form of notification of the Event to the Alcohol and Gaming Commission of Ontario ("AGCO"), Algoma Public Health, the City Fire Department, the City Police Department and the City Building Department as required under Ontario Regulation 719, made under the *Liquor Licence Act*. Loplops is presently awaiting the AGCO's approval for the "Event".
3. Loplops represents and warrants that it shall provide and serve alcohol for the Event if approved by the AGCO. The Downtown Association represents and warrants that it is the sponsor for the Event.
4. Prior to the commencement of the Event, Loplops shall provide the City with written confirmation by facsimile or email from the AGCO that Loplops has received approval for the Event. In the event that such confirmation of approval has not been received by the City by noon on July 18, 2012, the Licencees acknowledge and agree that the Event shall not proceed on July 19, 2012 and this Licence is hereby terminated. Such written confirmation shall be sent as follows:

Melanie Borowicz-Sibenik
Assistant City Solicitor
Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1
Tel: (705)759-5403
Fax: (705)759-5405
Email: m.borowiczsibenik@cityssm.on.ca

5. At no time shall the City be responsible for setting up, maintaining, removing or otherwise dealing with the Pop Up Patios. The Licencees shall be responsible for all costs, expenses and liabilities relating to the set up, presence and removal of the tent structures located on City Property. The Licencees shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the Pop Up Patios.
6. All matters related to the Event are the responsibility of the Licencees. At no time shall the City be responsible for any matters related to the Event, and the Licencees shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the Event.
7. Loplops shall have full responsibility to ensure that it has satisfied all liquor licence requirements for the Pop Up Patios and Event. At no time shall the City be responsible for any matters related to liquor licence requirements or approvals for the Event and Pop Up Patios. Loplops shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses of every kind or nature which the City may suffer, be at or be put to by reason of or in

consequence of the noncompliance by the Lopilops of such liquor licence requirements and/or approvals.

8. The Licencees shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Event and Pop Up Patios, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencees with such Laws, By-Laws, Rules and Regulations.
9. The Licencees shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the Event and the Pop Up Patios.
10. The Licencees shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Event and/or Pop Up Patios, the intent being that the City shall be at no risk or expense to which it would not have been put had the Event or the Pop Up Patios not occurred.
11. The Licencees shall not assign, transfer or make any other disposition of the Licence, or of the rights conferred thereby, without the prior written consent of the City.
12. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of Queen Street East, such that removal of any portion or the entirety of the Pop Up Patios is required, the Licencees shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Pop Up Patios to its condition prior to such access by the City and/or emergency personnel.
13. The Event shall terminate at 10:00 p.m. on July 19, 2012. At 10:00 p.m. on July 19, 2012, Lopilops shall promptly remove the Pop Up Patios from City property and complete all necessary clean-up activities at their sole cost and expense by the hour of 11:00 p.m. on July 19, 2012, and leave the City property in a condition satisfactory to the City; provided that if the required clean-up activities are not completed and/or the Pop Up Patios are not removed by the Lopilops by 11:00 p.m. on July 19, 2012, the City may complete such clean up and removal of the Pop Up Patios as it deems necessary at the expense and risk of the Lopilops.
14. This Licence Agreement shall terminate at 11:00 p.m. on July 19, 2012. The provisions of paragraphs 5-10 and paragraph 13 of this Licence Agreement survive the termination of this Licence Agreement.
15. The Licencees will not use or permit the use of the City Property for any purpose other than the purpose herein set out, namely the Pop Up Patios and the Event. No buildings or other structures will be erected on the City Property.
16. The Licencees shall keep in force during the term of this Licence Agreement, property damage insurance and personal injury insurance against claims for bodily injury, death or property damage occurring on the subject lands in an amount not less than Two Million (\$2,000,00.00) Dollars and name the City as "Additional Insured" to same. Proof of said insurance shall be filed with the Legal Department of the City of Saull Ste. Marie.

10(f)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-141

AGREEMENTS: (C3.14) A by-law to authorize an agreement between the City and New Era Ticketing extending the current ticketing services for an additional five year period to the Essar Centre.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 12th of June, 2012 and made between the City and New Era Ticketing extending the current ticketing services for an additional five year period to the Essar Centre.

2. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

3. **EFFECTIVE DATE**

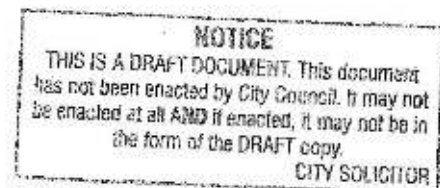
This by-law takes effect on the day of its final passing.

PASSED in open Council this 16th day of July, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

ct/staff/by-laws/2012/2012-141 New Era Ticketing



June 12, 2012

The Corporation of the City of Sault St. Marie – Essar Centre
 269 Queen Street East
 Sault St. Marie, ON P6A 1Y9

ATTN: Debbie Amaroso, Mayor; Malcolm White, City Clerk

RE: First Amendment to Service and Usage Agreement

Dear Ms. Amaroso & Mr. White:

Reference is hereby made to the Service and Usage Agreement effective August 15, 2007 (the "Agreement") between The Corporation of the City of Sault St. Marie ("Customer"), and Patron Solutions, L.P. d/b/a New Era Tickets ("NE").

This letter will confirm our agreement to amend the Agreement by adding the following terms to the Agreement, effective upon execution hereof by both parties. All initially capitalized terms utilized and not otherwise defined herein shall have the meanings afforded to them in the Agreement.

1. The parties agree to extend the Term of the Agreement for approximately five (5) years (which extension will commence on August 15, 2012), so that the Term shall expire on August 14, 2017. Accordingly, all references in the Agreement to the "Term" of the Agreement shall refer to the Term as extended hereby.
2. The parties agree that the pricing currently set forth in the "Schedule of fees payable to NE by Customer" section on the first and second pages of the Agreement shall be supplemented as follows:

c. Venue Services

Print-at-home Ticket delivery:	No Charge.
On-Line Combo sales and renewals:	The greater of 50% of the fees established by Customer for On-Line Combo sales and renewals or \$5.00 per order.
Payment plan (additional on-line payments processed after the first payment):	No Charge.
Group Ticket Window:	The greater of 50% of the fees established by Customer for Group Ticket Window sales or \$0.90 per Ticket.
Primary Auction:	Standard fee for Tickets sold via the Internet, as outlined herein, plus 10% of the gross amount over the established Ticket price and any Convenience Fees built into the starting bid price.
Secondary Auction or Ticket Marketplace:	The greater of 10% of the gross amount over the starting bid value or \$5.00 per order.
Ticket Forwarding:	No Charge.
On-line check payment:	\$6.50 per transaction.

Method of Sale	Ticket Price Face Value	NE Fee
Tickets sold or issued via the Internet & NE Call Center (per Ticket):	\$90.00 & Over \$60.00 to \$89.99 \$30.00 to \$59.99 \$15.00 to \$29.99 \$0.01 to \$14.99	\$5.00 \$4.00 \$3.00 \$2.00 \$1.25
Telephone and/or Internet Fulfillment fee (per Ticket):	\$1.20	
Sold at the Box Office (per Ticket):	\$0.20	
Sold as Combos (per Ticket at the Box Office):	No Charge	
Complimentary Tickets issued at the Box Office (per Ticket):	No Charge	
Annual Season Ticket Support & Maintenance:	No charge	
Two (2) day express shipping (per order): (The express shipping fee is subject to automatic increases due to increases in the fuel surcharge rates imposed on NE by the delivery services that NE utilizes.)	\$16.00	

NOTE: All prices for Ticket Sales and Miscellaneous Item Sales increase three percent (3%) every other year, rounded up to the next penny.

3. Addendum B of the Agreement is stricken and of no force or effect.
4. All references to the Agreement in the Agreement or in any other document referencing the Agreement shall be deemed to refer to the Agreement as amended hereby. Except for the modifications set forth above, all of the provisions of the Agreement shall remain unmodified and in full force and effect.

If the foregoing accurately sets forth our understanding, please sign both copies of this letter in the spaces indicated and return a fully-signed original to me for our file.

Very truly yours,

The Corporation of the City of Sault St. Marie
— Essar Centre



Fred Maglione
New Era Tickets
President and CEO

By: _____

Name: Debbie Amaroso
Title: Mayor

By: _____

Name: Malcolm White
Title: City Clerk

10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-143

AGREEMENTS (13) A by-law to authorize an agreement between the City and Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation for the Authorized Requestor Agreement with the ability to access information pertaining to driver, vehicle and motor carrier records for the Municipal Parking Tag 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 DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto dated the 16th day of June, 2011 and made between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for the Authorized Requestor Agreement with the ability to access information pertaining to driver, vehicle and motor carrier records for the Municipal Parking Tag Program.

2. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

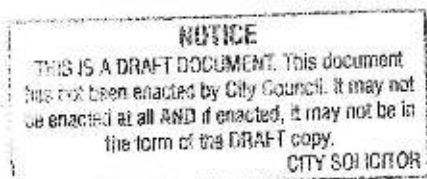
3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 16th day of July, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK -- MALCOLM WHITE



**AUTHORIZED REQUESTER
AGREEMENT**

(MUNICIPAL PARKING TAG PROGRAM)

BETWEEN

**HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO, as represented by the
Minister of Transportation**

AND

**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE
operating as
CITY OF SAULT STE. MARIE, PARKING
OFFICE**

10(g)

AUTHORIZED REQUESTER AGREEMENT

THIS AGREEMENT made as of the 16th day of June, 2011 (the "Effective Date").

BETWEEN:

HER MAJESTY THE QUEEN in right of Ontario, as represented by
the Minister of Transportation

("MTO")

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
operating as
CITY OF SAULT STE. MARIE, PARKING OFFICE

(the "Municipality").

WHEREAS:

- A. MTO maintains computer databases containing information pertaining to driver, vehicle and motor carrier records;
- B. The Municipality requires access to such information for the purpose of commencing legal proceedings against registered licence plate holders who have committed parking infractions under Part II of the *Provincial Offences Act (Ontario)*, and/or in contravention of a municipal parking by-law; and
- C. MTO is prepared to permit the Municipality to obtain such access, subject to the provisions of this Agreement.

NOW THEREFORE MTO and the Municipality agree as follows:

ARTICLE 1 DEFINITIONS AND SCHEDULES

1.1 Definitions.

In this Authorized Requester Agreement, unless the context requires a different meaning, the following terms shall have the following meanings:

"Agreement" means this agreement entitled "Authorized Requester Agreement", including the attached Schedules, any documents or instruments incorporated by reference in this agreement, and any amendments to any of the foregoing that may be agreed to in writing by MTO and the Municipality or that are otherwise provided for in this agreement.

"Application" means the application, in the form approved by MTO, submitted by the Requester to become an Authorized Requester.

"ARIS" means the Authorized Requester Information System of MTO, which is an electronic system used by MTO to receive Licensed Information Requests from Authorized Requesters, and to send Licensed Information Responses to Authorized Requesters and to maintain client profiles, as such system may be modified by MTO from time to time.

"Audit" and similar expressions mean the performance by, or on behalf of MTO, of such audits, reviews, investigations, inspections, confirmations, certifications, tests, studies and determinations of, or relating to, any matter or thing pertaining to this Agreement.

"Authorized Requester" means any person or other organization (including other municipalities) to whom MTO has, pursuant to an agreement, granted a non-exclusive, non-assignable and non-transferable licence to access and use the Licensed Information solely for Authorized Uses.

"Authorized Staff" means:

- (a) employees of the Municipality, and
- (b) individual third party contractors (but not corporations, partnerships or other legal entities) engaged by the Municipality to perform employee-like functions.

who need to access such Licensed Information or Passwords, in order for the Municipality to use the Licensed Information for Authorized Uses in accordance with this Agreement, and who are listed in Part A-2 of Schedule "A".

"Authorized Uses" has the meaning set out in section 4.1.

"Business Day" means a day other than a Saturday, Sunday or a statutory, civic or public service holiday observed in the Province of Ontario.

"Claims" means any claims, demands, actions, causes of action, suits or proceedings against, or damages (including indirect, special, incidental, consequential or punitive damages), losses, liabilities or obligations of MTO, or of MTO's employees, agents or contractors.

"Confidential Information" has the meaning set out in section 5.1.

"Contractor Security Agreement" means a privacy and confidentiality agreement between the Municipality and Authorized Staff who are individual third party contractors engaged by the Municipality, in the form specified by MTO.

"Damages" means losses, compensation, damages (including indirect, special, incidental, consequential and punitive damages), expenditures, costs (including reasonable administrative costs and reasonable legal fees and costs), expenses, interest, liabilities, judgments, awards, taxes, fines, penalties, charges and amounts paid in settlement.

"Declaration" has the meaning set out in section 10.2.

"Delivery Channel" means the method or system by which a Licensed Information Request is transmitted or delivered from the Municipality to MTO or by which a Licensed Information Response is transmitted or delivered from MTO to the Municipality.

"Disclose" means directly or indirectly disclose, provide, distribute, exchange, sell, license, lease, give, make available or permit access to or use of; and "Disclosed", "Disclosing" and "Disclosure" have corresponding meanings.

"Effective Date" means the effective date of this Agreement, as set out at the beginning of this Agreement.

"Employee Security Statement" means a privacy and confidentiality statement in the form attached as Schedule "B", as may be modified by MTO from time to time.

"Fees" means those fees set out in Schedule "C".

"FOIPPA" means the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time.

"Fiscal Year" means a twelve (12) month period beginning on April 1 and ending on March 31 of the following year.

"Government of Ontario" means Her Majesty the Queen in right of Ontario or any ministry, agency, board, commission, department, corporation or other legal entity of or owned by the Government of Ontario.

"Grant" has the meaning set out in section 2.1.

"Initial Term" has the meaning set out in section 3.1(a).

"Licensed Information" has the meaning set out in Part A-1 of Schedule "A".

"Licensed Information Request" means one request for Licensed Information contained in one collection of Licensed Information and pertaining to one driver, which request is in the format stipulated by MTO from time to time, and which request is transmitted or delivered by the Municipality to MTO using a Delivery Channel specified in Part A-1 of Schedule "A".

"Licensed Information Response" means the Licensed Information (or other response such as "no information available") transmitted or delivered by MTO to the Municipality, using a Delivery Channel specified in Part A-1 of Schedule "A", in response to a Licensed Information Request.

"Licensed Personal Information" means any Licensed Information that is Personal Information.

"MFOIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time.

10(g)

"Non-disclosure Agreement" has the meaning set out in section 5.3(c).

"Password" means any password, key, code or identifier assigned to a user in connection with making Licensed Information Requests or receiving or accessing Licensed Information Responses.

"Permitted Recipient" has the meaning set out in Part A-1 of Schedule "A".

"Personal Information" means personal information as defined in FOIPPA.

"Personal Information Records" means all Records of, or containing, Personal Information that is Processed by the Municipality in connection with the performance by the Municipality of the Municipality's obligations under this Agreement or the exercise by the Municipality of the Municipality's rights under this Agreement.

"Privacy Default" means a breach of: (i) any Privacy Laws; or (ii) any of the provisions of this Agreement relating to the Municipality's compliance with the Privacy Laws, including Schedule "D"; or (iii) any other provision of this Agreement where such breach involves or results in any Processing of (or failure to Process) Personal Information that is not strictly in accordance with this Agreement.

"Privacy Laws" means (a) FOIPPA (b) MFOIPPA and (c) the provisions of any other law from time to time that address any Processing of (or failure to Process) Personal Information.

"Process" means directly or indirectly create, access, collect, process, receive, hold, store, use or Disclose; and "Processed" and "Processing" have corresponding meanings.

"POA" means the *Provincial Offences Act* (Ontario) as amended from time to time.

"Records" means the records of the Municipality in any format or medium, including any "record" as defined in FOIPPA.

"Records Custodian" has the meaning set out in section 9.5.

"Supporting Document" means any of the documents which

- (a) support or verify information contained in the Application (as such information may subsequently have been changed in accordance with section 12.2 (a)); and
- (b) are listed in Part A-1 of Schedule "A".

"Term" means the Initial Term and any renewal(s) of this Agreement made in accordance with section 3.1(b).

"Warranty" means any representation, warranty or condition, express, implied, collateral or statutory.

1.2 Schedules.

The following attached Schedules form part of this Agreement:

Schedule "A"	Specifications (Part A-1 and Part A-2)
Schedule "B"	Employee Security Statement
Schedule "C"	Fee Schedule
Schedule "D"	Audit, Inspection and Review
Schedule "E"	Form of Monthly Report
Schedule "F"	Form of Annual Report
Schedule "G"	Form of MTO Report

ARTICLE 2 GRANT OF LICENCE

2.1 Grant.

Subject to the provisions of this Agreement, MTO hereby grants to the Municipality a non-exclusive, non-assignable and non-transferable licence (the "Grant") to access and use the Licensed Information solely for the Authorized Uses.

2.2 Title.

The Municipality acknowledges and agrees that MTO (or the Government of Ontario) is and shall at all times remain the sole owner of all right, title and interest in the Licensed Information, including all intellectual property rights (such as copyright) and other proprietary rights and trade secrets. Accordingly, the Grant is not, and shall not be deemed to be, a transfer, sale or disposition of any or all

10(g)

of MTO's right, title or interest of any kind in the Licensed Information.

2.3 Changes in Licensed Information.

- (a) Despite any other provision of this Agreement, the Municipality acknowledges and agrees that MTO reserves the right in its absolute discretion to add to, withdraw from, or change the content or structure of, or subject matter covered by, or cease to make available, any or all of the Licensed Information at any time.
- (b) Upon implementation by MTO of any of the changes contemplated in section 2.3(a) above, all references to "Licensed Information" in this Agreement shall be deemed to be amended to reflect such changes.

2.4 No Guarantees or Warranties.

The Municipality acknowledges and agrees that MTO does not warrant or guarantee the accuracy of the Licensed Information.

**ARTICLE 3
TERM**

3.1 Term.

Subject to the provisions of this Agreement:

- (a) This Agreement shall be effective on the Effective Date and shall continue in force for an initial term of twelve months (the "Initial Term").
- (b) This Agreement shall be automatically renewed for subsequent terms of twelve (12) months each, provided that:
 - (i) neither party provides to the other, at least thirty (30) days before the expiry of the then current term, written notice of that party's intention not to renew;
 - (ii) if requested by MTO, prior to such renewal the Municipality signs the form of authorized requester agreement that MTO then requires to be signed by Authorized Requesters;
 - (iii) the Municipality has updated the list of Authorized Staff contained in Part A-1 and Part A-2 of Schedule "A" and has reviewed and affirmed such list in accordance with section 8.1;
 - (iv) the Municipality has updated the information contained in the Application and has reviewed and affirmed such information in accordance with section 12.2; and
 - (v) prior to such renewal the Municipality has satisfied any other conditions that may be stipulated by MTO for the renewal of the Grant

3.2 Early Termination.

This Agreement shall automatically terminate in the event that MTO ceases to make available any Licensed Information to third parties outside of the Government of Ontario.

3.3 Termination Without Cause.

Notwithstanding any other provision of this Agreement, this Agreement may be terminated without liability by either party giving to the other party thirty (30) calendar days prior written notice of termination.

**ARTICLE 4
AUTHORIZED USES**

Initials

4.1 Authorized Uses.

The Municipality shall access and use the Licensed Information solely for the following uses (the "Authorized Uses"):

10(g)

- (a) to send to registered licence plate holders notices that are prescribed by law where a legal proceeding has been commenced by the Municipality against the registered licence plate holder alleging that the registered licence plate holder has committed an infraction against Part II of the *Provincial Offences Act (Ontario)* and/or a parking by-law enacted by the Municipality; and
- (b) to have Licensed Information certified by MTO for legal proceedings where it is alleged that the registered licence plate holder has committed an infraction against a parking by-law enacted by the Municipality.

4.2 Changes to Authorized Uses.

Despite section 4.1, the Municipality acknowledges and agrees that MTO shall have the right unilaterally to amend or delete any or all of the Authorized Uses at any time, effective upon written notice to the Municipality setting out the applicable amendment(s) or deletion(s).

4.3 Informed Consent.

Despite section 4.1, if required by MTO, the Municipality shall, prior to requesting, accessing or using any Licensed Information under this Agreement, obtain the informed consent of the individual to whom the Licensed Information is referable.

4.4 Demonstration that Uses Authorized

Upon MTO's request from time to time, the Municipality shall reasonably demonstrate that the Municipality's use of any particular Licensed Information (as specified by MTO) has been strictly in accordance with this Agreement. For avoidance of doubt, any breach of the requirements of this section 4.4 shall constitute a Privacy Default.

4.5 Data Matching and Data Profiling.

- (a) Subject to the Authorized Uses, the Municipality shall not develop, or derive for any purpose whatsoever, any other product, work or database in human-readable or machine-readable form or otherwise, that incorporates, modifies, or uses in any manner whatsoever, any Personal Information contained in, or obtained from, the Licensed Information. This section shall not, however, apply with respect to any specific Personal Information which the Municipality had in its possession prior to receiving the Licensed Information.
- (b) Subject to the Authorized Uses, the Municipality shall not place any data which was not obtained under this Agreement, into a database containing Personal Information obtained under this Agreement, other than as first authorized by MTO in writing.

4.6 Individuals Not to be Contacted.

The Municipality shall not use the Licensed Information directly or indirectly to locate or contact any individual to whom the Licensed Information is directly or indirectly referable, other than as expressly stated in the Authorized Uses.

4.7 Survival.

For the avoidance of doubt, the obligations of the Municipality contained in this Article 4 shall survive the expiry or termination of this Agreement.

**ARTICLE 5
CONFIDENTIALITY**

Initials

5.1 Confidential Information.

Subject to sections 5.2, 5.3 and 5.4, the Municipality shall hold in strict confidence all Licensed Information and any other confidential information or materials of MTO, or of third parties and in the possession or control of MTO, and any information derived from any of the foregoing (collectively, the "Confidential Information").

5.2 Maintain Confidentiality.

Without limitation to section 5.1, the Municipality shall not directly or indirectly:

- (a) disclose, make available, or provide or permit access to or use of, any Confidential Information for any purpose (other than to its Authorized Staff who need to know such Confidential Information in order to carry out the Municipality's business, and who are permitted access to such Confidential Information strictly in accordance with Article 8);
- (b) reproduce or make copies, or permit any third party to reproduce or make copies, of any Confidential Information, in whole or in part (other than copies of Confidential Information made by the Authorized Staff contemplated in section 5.2 (a) in the normal course of the Municipality's business), other than as expressly stated in the Authorized Uses.

5.3 Disclosure of Licensed Information to Permitted Recipients.

- (a) Despite section 5.2, but subject to the provisions of sections 5.3 (b), 5.3 (c) and 5.3 (d), the Municipality shall have the right to disclose particular Licensed Information (but not Passwords or any other Confidential Information) to Permitted Recipients solely for the purpose specified in Part A-1 of Schedule "A". For avoidance of doubt, nothing in this section 5.3 (a) permits the Municipality to give a Permitted Recipient general access to the Licensed Information in the Municipality's possession or control, nor shall a Permitted Recipient be entitled to make copies of Licensed Information.
- (b) The Municipality shall record (in such form and format as from time to time may be required by MTO) each disclosure to a Permitted Recipient. Such record shall include the particular Licensed Information disclosed, the Permitted Recipient to whom such Licensed Information was disclosed, the business purpose for such disclosure, and the date of disclosure. The Municipality shall maintain such records throughout the Term and for a period of three (3) years after the expiry or termination of this Agreement.
- (c) Prior to making any disclosure to a Permitted Recipient, the Municipality shall enter into a privacy and non-disclosure agreement with that Permitted Recipient, in the form specified by MTO in writing from time to time (the "Non-disclosure Agreement").
- (d) The Municipality shall ensure that each Permitted Recipient fully complies with the Non-disclosure Agreement. The Municipality shall be fully liable to MTO for any breach of the Non-disclosure Agreement by a Permitted Recipient, and any such breach shall constitute a breach by the Municipality of this Agreement.
- (e) The Municipality shall retain an original copy of each Non-Disclosure Agreement from the time it is executed until at least three (3) years after the date the Permitted Recipient who signed that Non-Disclosure Agreement ceases to be a Permitted Recipient. Upon MTO's request from time to time, the Municipality shall provide MTO with copies of all executed Non-Disclosure Agreements.

5.4 Disclosures Required by Applicable Law.

- (a) Despite section 5.1, the Municipality may, subject to sections 5.4 (b) and 5.4 (c), disclose Confidential Information to the extent required by applicable law.
- (b) If the Municipality becomes compelled by applicable law to disclose Confidential Information, the Municipality may only disclose that part of the Confidential Information that it is compelled by applicable law to disclose, and may only disclose such Confidential Information in the manner and to the extent so compelled by applicable law.
- (c) If the Municipality becomes compelled by applicable law to disclose Confidential Information, the Municipality shall notify MTO of the disclosure as soon as is reasonably possible.

5.5 Survival.

For the avoidance of doubt, this Article 5 shall survive the expiry or termination of this Agreement for any reason.

ARTICLE 6 PRIVACY LAWS

6.1 Privacy Laws.

10(g)

- (a) This Agreement and the rights granted to the Municipality under this Agreement are subject to any restrictions, limitations or provisions of any applicable law, including the Privacy Laws or any other legislation or regulations enacted by the Government of Ontario or by the Canadian federal government, whether enacted prior to or after the date of signing this Agreement.
- (b) Without limiting the generality of section 6.1(a), this Agreement is subject to any provisions of any applicable law that may restrict or limit:
 - (i) the information included in the Licensed Information; or
 - (ii) the information that may be provided in response to a Licensed Information Request.

6.2 Compliance by Municipality.

The Municipality represents and warrants that it is, and at all times throughout the Term will remain, in full compliance with all applicable laws (including the Privacy Laws) relating to its Processing of Licensed Personal Information pursuant to this Agreement. Without limiting the generality of the foregoing, the Municipality shall comply with any written instructions or directions from MTO from time to time concerning Licensed Personal Information or Personal Information Records (including the Processing of such Licensed Personal Information or Personal Information Records).

6.3 Survival.

For the avoidance of doubt, this Article 6 shall survive the expiry or termination of this Agreement for any reason.

ARTICLE 7 PROTECTION OF CONFIDENTIAL INFORMATION

Article

7.1 Security of Confidential Information.

The Municipality shall maintain the security and integrity of the Confidential Information. Without limitation to the foregoing, the Municipality shall

- (a) keep all copies or partial copies of the Confidential Information in a physically secure location to which access is restricted;
- (b) ensure that access to any Confidential Information stored on a computer is Password-protected and that the Passwords are treated as Confidential Information and are changed on a frequent basis;
- (c) comply with the security provisions and standards set out in Part A-1 of Schedule "A"; and
- (d) comply with such security requirements as are from time to time specified by MTO.

7.2 Security Products.

The Municipality shall be responsible for the selection, implementation and maintenance of appropriate security products, tools and procedures sufficient to meet MTO's requirements for protecting the Confidential Information from improper access, loss, alteration or destruction. The Municipality shall be responsible for establishing, monitoring and testing the Municipality's own security products, tools and procedures to ensure their adequacy.

7.3 Passwords.

- (a) **Deemed to be Confidential Information.** Any Passwords shall be deemed to be "Confidential Information" for the purposes of this Agreement.
- (b) **No Disclosure to Third Parties.** For the avoidance of doubt, the Municipality shall not disclose any Passwords to, or permit any access to, or use of, any Passwords by any third party, provided that nothing in this section shall prevent the Municipality from disclosing Passwords to its Authorized Staff who:
 - (i) need to know such Passwords in order for the Municipality to obtain and

use the Licensed Information for Authorized Uses, and

- (ii) are authorized to access to such Passwords strictly in accordance with Article 8.

7.4 Restricted Access.

The Municipality shall at all times restrict access to the Confidential Information solely to Authorized Staff, in accordance with the requirements set out in this Agreement. The Municipality shall be responsible to MTO for any unauthorized access to Confidential Information resulting from the Municipality's failure to meet the Municipality's obligations in this Agreement (including this section).

7.5 No Exposure.

Subject to the Authorized Uses set out in section 4.1, and without limiting the generality of the restrictions or obligations placed upon the Municipality in Articles 4, 5, 6 and 7, no Confidential Information shall be exposed or placed so that it can be viewed by the public and/or any non-authorized persons.

7.6 Destruction of Confidential Information.

- (a) Subject to sections 7.6(b) and 7.6(c) and 7.6(d), the Municipality shall destroy all copies of Confidential Information in its possession or control, upon or before the earlier of:
 - (i) the expiration or termination of this Agreement for any reason;
 - (ii) thirty (30) days following completion or fulfillment of the applicable Authorized Uses as set out in section 4.1; or
 - (iii) the third Business Day after the date of suspension, cancellation or voluntary cancellation of any or all of the Municipality's accounts with MTO or any or all of the Municipality's rights or privileges under this Agreement.
- (b) Despite section 7.6(a), if this Agreement expires and no Event of Default has occurred and then remains outstanding, the Municipality shall not be required to destroy the Confidential Information and records referred to in that section for so long as there remains in full force and effect a separate written agreement entered into by the Municipality with MTO under which the Municipality is authorized to possess and use that Confidential Information and those records for the purposes for which they are then being possessed and used by the Municipality.
- (c) Despite section 7.6(a), the Municipality shall not be required to destroy the Confidential Information and records referred to in that section to the extent (if any) that:
 - (i) the Confidential Information was also separately obtained by the Municipality from a third party that was not at that time under any obligation to keep such Confidential Information confidential; or
 - (ii) the Confidential Information pertains to an individual who has consented to having the Municipality keep that Confidential Information (provided that such consent is given in accordance with applicable law); or
 - (iii) the Municipality is required by applicable law to retain for any period of time any of the Confidential Information. The Municipality shall be permitted to retain such of that Confidential Information or those records, in such form and for such period of time, as is so required by applicable law, subject to the Municipality's confidentiality, non-disclosure and security obligations in this Agreement (including all of the Municipality's obligations in Articles 4, 5, 6 and 7).
- (d) For the avoidance of doubt, nothing in this section 7.6 shall limit or release the Municipality from the security, confidentiality and non-disclosure provisions of this Agreement, which provisions shall survive any termination or expiration of this Agreement and shall remain in full force and effect until such time as they are satisfied or by their nature expire.

7.7 Retention of Licensed Information Within Canada.

The Municipality shall ensure that:

- (a) no Licensed Information Requests will be made, and
- (b) no Licensed Information Responses or Licensed Information will be received, transmitted, stored or retained by or on behalf of the Municipality

outside Canada, for any time period, no matter how short.

**ARTICLE 8
AUTHORIZED STAFF**

8.1 Listed in Part A-2 of Schedule "A".

The Municipality covenants and warrants that all Authorized Staff as of the date of this Agreement have been listed in Part A-2 of Schedule "A". The Municipality shall, within ten (10) days of any change in the list of Authorized Staff, advise MTO of such change in writing or other format acceptable to MTO. Notwithstanding any other provision of this Agreement, MTO reserves the right in its absolute discretion:

- (a) to reject any employee or contractor of the Municipality as an Authorized Staff member; and
- (b) to prohibit an Authorized Staff member from accessing any Licensed Information.

8.2 Employee Training, Security Statements and Contractor Security Agreements.

The Municipality shall require all Authorized Staff:

- (a) when and as required by MTO, to take such training in the handling and protection of the Licensed Information as is made available to the Municipality by MTO;
- (b) who are Municipality employees, to enter into and comply with the Employee Security Statement; and
- (c) who are individual third party contractors engaged by the Municipality, to enter into and comply with a Contractor Security Agreement.

8.3 Authorized Staff Compliance.

The Municipality shall be solely responsible for ensuring that its Authorized Staff fully comply with the Municipality's confidentiality and security obligations contained in this Agreement. Without limiting the generality of the foregoing, or of section 8.2, the Municipality shall be solely responsible for ensuring full compliance with the Employee Security Statement and Contractor Security Agreement by Authorized Staff. The Municipality shall indemnify and hold harmless MTO from and against any Damages that occur as a result of any non-compliance with the Employee Security Statement or Contractor Security Agreement by such Authorized Staff.

8.4 Retention of Original Copies.

The Municipality shall retain an original copy of each Employee Security Statement and Contractor Security Agreement from the time it is executed until at least three (3) years after the date the Authorized Staff who signed that Employee Security Statement or the Contractor Security Agreement (as the case may be) ceases to be an employee or contractor of the Municipality. Upon MTO's request from time to time, the Municipality shall provide MTO with copies of all executed Employee Security Statements and Contractor Security Agreements.

**ARTICLE 9
REPORTING AND RECORDS**

Initials

9.1 Monthly Report

The Municipality shall duly complete and remit to MTO a monthly report which is contained in Schedule "E". The signature of the Treasurer or Chief Financial Officer of the Municipality shall be affixed to the monthly report. The monthly report shall be remitted to and received by MTO within fifteen days after the end of each calendar month to which the monthly report corresponds. Where the

10(g)

Municipality owes MTO payment under Article 16 herein, the monthly report shall be remitted along with the payment that is owing to MTO. Where no payment is owing to MTO under Article 16 herein, the monthly report that is remitted shall indicate as such.

9.2 Annual Report

The Municipality shall duly complete and remit to MTO an annual report as prescribed in Schedule "F". The first annual report shall be remitted to, and received by MTO on or before April 15, 2005, and shall contain data corresponding to the period from the Effective Date to March 31, 2005. Subsequent annual reports shall be remitted to, and received by MTO on or before April 15 for each year that the Agreement is in effect, and shall contain data corresponding to the previous Fiscal Year.

9.3 MTO Reports

MTO shall duly complete and send an annual report to the Municipality as prescribed in Schedule "G". The report shall be remitted and received by the Municipality on or before May 1st of each year that the Agreement is in effect, and the data contained in each report shall correspond to the previous Fiscal Year, except for the first annual report which shall correspond to the period from April 1, 2004, to March 31, 2005.

9.4 Records

MTO and the Municipality shall maintain written records, which shall be sufficient to enable both parties to produce the reports that are prescribed in Schedules "E", "F" and "G". The Municipality shall retain the records contemplated in this section 9.4, throughout the Term and for three (3) years thereafter.

9.5 Records Custodian

Each party shall designate one or more individuals with appropriate authority as the persons responsible for the compilation and custody of the written records of that party prescribed in section 9.4 (a "Records Custodian"). The Records Custodian(s) designated by a party shall be competent to certify the accuracy and completeness of the written records that such party is required to maintain and produce. The Records Custodian(s) designated by each party is (are) set out in Part A-2 of Schedule "A", provided that either party may change the designation upon notice to the other party given in accordance with section 21.3.

**ARTICLE 10
AUDIT AND ANNUAL DECLARATIONS**

Initials

10.1 Audit of Municipality.

The Municipality shall accommodate Audits of the Municipality in accordance with the provisions of Schedule "D". For the avoidance of doubt, this section 10.1 and Schedule "D" shall survive the expiry or termination of this Agreement for any reason.

10.2 Audit of Permitted Recipients

The Municipality shall ensure that each Permitted Recipient accommodates Audits of that Permitted Recipient in accordance with the provisions of Schedule "D" (as if that Permitted Recipient were the "Municipality" as specified in Schedule "D"), and that such Permitted Recipient fully co-operates with and assists MTO in carrying out such Audits in accordance with such provisions. The Municipality shall be fully liable to MTO for any failure by a Permitted Recipient to fulfil the requirements contemplated by this section 10.2, and any such failure shall constitute a breach by the Municipality of this Agreement. The Municipality agrees to indemnify and hold harmless the MTO from and against any Damages that occur as a result of any such failure.

10.3 Annual Declaration.

Prior to the expiry of each current Term, the Municipality shall complete, sign and submit to MTO a declaration (the "Declaration") relating to the Municipality's compliance with the obligations under this Agreement during the previous twelve (12) months. The Declaration shall be in such form and format as may be specified by MTO from time to time, and shall be executed by such officer of the Municipality, or other responsible person, as may be specified by MTO in the form of the Declaration.

**ARTICLE 11
INFORMATION TRANSMISSION**

10(g)

11.1 "As Requested" Basis.

Licensed Information shall be provided by MTO to the Municipality through the Delivery Channels and on an "as requested" basis in response to Licensed Information Requests, all in accordance with the procedures specified by MTO from time to time. The Municipality acknowledges that, owing to the complexity and diversity of technologies utilized in the provision of Licensed Information Responses, MTO does not guarantee that it will transmit or deliver Licensed Information within a stipulated time after receipt of the applicable Licensed Information Request.

11.2 Incomplete, Inaccurate or Corrupted Documents.

- (a) If MTO reasonably suspects that a Licensed Information Request received from the Municipality was incompletely or inaccurately transmitted, or corrupted in transmission, or not intended for MTO, MTO shall so notify the Municipality. MTO shall not respond to such Licensed Information Request until MTO has received confirmation from the Municipality of the validity and completeness of the Licensed Information Request.
- (b) If the Municipality reasonably suspects that a Licensed Information Response received from MTO was incompletely or inaccurately transmitted, or corrupted in transmission, or not intended for the Municipality, the Municipality shall so notify MTO. The Municipality shall not rely upon any information until the Municipality has received confirmation from MTO of the validity and completeness of the Licensed Information Response. If requested by MTO, the Municipality shall return or destroy an invalid or incomplete Licensed Information Response.

11.3 Deemed Authorization.

The Municipality shall establish reasonable and appropriate systems, methods and procedures to control the transmission or delivery of Licensed Information Requests and the receipt of Licensed Information Responses. Subject to section 11.2, each Licensed Information Request sent by the Municipality to MTO under this Agreement shall be deemed to have been duly authorized by the Municipality and shall be binding upon the Municipality, unless the Municipality otherwise notifies MTO before MTO responds to or makes any use of that Licensed Information Request.

**ARTICLE 12
APPLICATION INFORMATION**

12.1 Warranty.

The Municipality represents and warrants that all information contained in the Application is true, correct and complete as of the date of the Application.

12.2 Updates.

- (a) Within ten (10) Business Days after the occurrence of any change in any of the information contained in the Application, or any change in any of the information previously provided pursuant to this section 12.2 (a), the Municipality shall notify MTO (in writing or other format acceptable to MTO) of such change.
- (b) Prior to the expiry of any of the Supporting Documents, and no later than ten (10) days after the date of an amendment to any of the Supporting Documents, the Municipality shall provide MTO with a copy of the replacement Supporting Document, or of the amended Supporting Document, as the case may be. Upon the request of MTO, the Municipality shall provide MTO with an original or certified copy of any Supporting Document. MTO reserves the right, upon notice to the Municipality, to add additional documents to the list of Supporting Documents contained in Part A-1 of Schedule "A".

**ARTICLE 13
REVIEW AND RE-VERIFICATION**

13.1/13

13.1 Review and Re-Verification Annually and as Required by MTO.

At least thirty (30) days prior to the expiry of each current Term, and at such other times during each Term as may be required by MTO, the Municipality will review and re-verify (in such form and format as may be specified by MTO from time to time) the information contained in the Application, as such information may subsequently have been changed in accordance with section 12.2 (a).

10(g)

ARTICLE 14

AUTHORIZED REQUESTER INFORMATION SYSTEM

14.1 Electronic Requests.

If the internet has been included as a Delivery Channel in **Part A-1 of Schedule "A"**, MTO will accept Licensed Information Requests from the Municipality, and will provide Licensed Information Responses in accordance with specifications set out in **Part A-1 of Schedule "A"** utilizing ARIS.

14.2 Password Assignment.

- (a) The Municipality shall (in writing or other format acceptable to MTO), advise MTO of those members of the Authorized Staff whom the Municipality wishes to have access to ARIS.
- (b) MTO, at its discretion, shall assign user identification and Passwords to members of the Authorized Staff in accordance with security policies and procedures of MTO. Notwithstanding the foregoing, MTO reserves the right not to issue user identification or a Password to any individual or individuals regardless of their designation as Authorized Staff.
- (c) The Municipality shall ensure that only Authorized Staff who log onto ARIS using the user identification and Password assigned to them by MTO (as such Password may be changed from time to time) can gain access to the Passwords or make Licensed Information Requests or receive Licensed Information Responses through ARIS.

14.3 Municipality Systems.

In order to access Licensed Information utilizing ARIS, the Municipality shall obtain, install and test, at the Municipality's own expense, the following computer equipment, software and services, with the following minimum specifications:

- Pentium computer or higher;
- Internet Explorer, Netscape or higher; and
- Internet service.

The Municipality acknowledges and agrees that MTO shall have no responsibility for providing technical support, or maintenance, for any of the Municipality's own systems required to access ARIS.

ARTICLE 15

CERTIFICATION OF RECORDS

15.1 Certification by Registrar

The Municipality shall only request that Licensed Information be certified by the Registrar of Motor Vehicles (MTO) when the Municipality is required to do so for the purpose of legal proceedings or for some other purpose required by law.

15.2 Transmission of Certified Licensed Information

MTO shall transmit to the Municipality, by mail or such other method as may be agreed to by both parties, all Licensed Information which it has certified in paper format.

ARTICLE 16

FEES AND PAYMENT METHODOLOGY

16.1 Fees and Payment Schedule.

For obtaining Licensed Information from MTO under this Agreement, the Municipality shall pay the Fees, and comply with the payment methodology, as set out in Schedule "C".

ARTICLE 17

INDEMNITY AND LIMITATION OF LIABILITY

17.1 Indemnity.

- (a) The Municipality agrees to defend, indemnify and hold harmless the Government of Ontario and its officers, employees, agents or contractors, from and against any and all Claims and Damages that may occur, by reason of:
 - (i) any breach or deemed breach of this Agreement by the Municipality; or
 - (ii) any non-compliance with Employee Security Statements or Contractor Security Agreements by any of the Authorized Staff; or
 - (iii) any non-compliance with Non-Disclosure Agreements by any Permitted Recipient; or
 - (iv) any negligent, improper, or unauthorized use or dissemination of Confidential Information by the Municipality or by the officers, employees, contractors (including Authorized Staff) or agents of the Municipality; or by Permitted Recipients; or
 - (v) inaccurate or out-of-date information contained in Licensed Information furnished to the Municipality by MTO.

17.2 Limitation of Liability.

- (a) The Government of Ontario makes no Warranties with respect to the Licensed Information, including any Warranties that any Licensed Information (or any information contained in the Licensed Information) will be accurate, complete or up-to-date, or free of errors or omissions, in whole or in part, or that any Licensed Information will be fit for any purpose.
- (b) In no event will the Government of Ontario be liable for any Damages or Claims, including any Claims for loss of profits or other incidental or consequential damages, arising out of the Municipality's use of, or inability to use or access, any Licensed Information, or delays by MTO, or from failure to supply Licensed Information, or from inaccurate, incomplete or out-of-date information contained in any Licensed Information.
- (c) The Municipality releases and forever discharges the Government of Ontario (and the Government of Ontario's officers, employees, agents and contractors) from any Claims relating to any Warranties contemplated in section 17.2(a) and from any Damages or Claims contemplated in section 17.2(b).

17.3 Survival.

The provisions of this Article 17 shall survive the expiry or termination of this Agreement for any reason.

**ARTICLE 18
DEFAULT AND REMEDIES**

18.1 Events of Default.

"Events of Default" shall include any one or more of the following:

- (a) the Municipality is merged with, or annexed by, another municipality;
- (b) the Municipality has submitted false or misleading information to MTO (including false or misleading information in the Application) or makes a false representation in this Agreement or the Application;
- (c) the Municipality has failed to update the information contained in the Application or has failed to review and re-verify such information in accordance with section 12.2;
- (d) there is a material degradation in the security measures (including security products, tools or procedures) that the Municipality has in place to protect the Licensed Information from improper access, loss, alteration or destruction;
- (e) the Municipality commits a Privacy Default and such Privacy Default is not curable or such Privacy Default is curable but the Municipality fails to cure it as expeditiously as possible and in any event within twenty four (24) hours of receiving notice of such Privacy Default from MTO;

- (f) The Municipality fails to make any payment as required under this Agreement, or if payment is in the form of a cheque or other negotiable instrument, such payment is rejected for not sufficient funds;
- (g) the Municipality fails to meet any other term or condition of this Agreement (excluding any other default expressly referred to in this section 18.1) and such default is not curable or such default is curable but the Municipality fails to cure it within ten (10) days of receiving notice of such default from MTO; or
- (h) the Municipality is, or is deemed to be, in default under any other agreement(s) with MTO relating to access or use of any Confidential Information.

18.2 Remedies.

- (a) Upon the occurrence of an Event of Default, MTO shall have the right, effective immediately without notice, to:
 - (i) terminate this Agreement;
 - (ii) suspend or cancel any or all of the Municipality's accounts with MTO;
 - (iii) suspend or cancel any or all of the rights or privileges of the Municipality under this Agreement; and/or
 - (iv) suspend or cancel any or all of the Passwords issued by MTO to the Municipality.
- (b) MTO may also pursue any appropriate administrative, civil and/or criminal remedies for default of any of the provisions of this Agreement.

18.3 Notification of Default.

The Municipality shall notify MTO in writing immediately upon becoming aware that an Event of Default has occurred, or that any other provisions of this Agreement have been breached.

**ARTICLE 19
AMENDMENTS TO THE AGREEMENT**

19.1 Amendments.

The Municipality acknowledges and agrees that MTO shall have the right unilaterally to amend this Agreement from time to time. Such amendments shall become effective ten (10) days after the Municipality's receipt of written notice of such amendments (or at any later time specified in such notice). Notwithstanding the foregoing, MTO shall have the right unilaterally to amend the Fees set out in Schedule "C", without notice to the Municipality.

19.2 Termination.

If the Municipality receives a notice of any amendments under section 19.1, the Municipality shall have the right to terminate this Agreement effective upon written notice to MTO.

**ARTICLE 20
PROMOTIONAL MATERIAL**

20.1 Accuracy.

Any promotional or informational material disseminated by the Municipality in connection with the Licensed Information or access to the Licensed Information shall be accurate and shall be consistent with the terms and provisions of this Agreement, and shall contain only factual statements relating to the Licensed Information and the purpose and conditions of access as set forth in this Agreement. For the avoidance of doubt, nothing in this section 20.1 shall be deemed to limit or release the Municipality from any of the confidentiality, security or privacy provisions of this Agreement.

20.2 MTO Trade-Marks and Logo.

Neither MTO's name nor any MTO trade-mark or logo may be used by the Municipality without the prior written consent of MTO.

**ARTICLE 21
GENERAL PROVISIONS**

21.1 Force Majeure.

Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of that party, including acts of God, acts of war, fires, floods or other disasters, strikes, walkouts, lockouts, communication line or power failure, or failure, inoperability or destruction of computer hardware, software or firmware (unless caused by the negligence of that party), or any negligence, wilful misconduct or breach of this Agreement by the other party.

21.2 Non-Assignability.

The Municipality may not assign or transfer this Agreement, or any right under this Agreement, either in whole or in part. Subject to this restriction, this Agreement shall enure to the benefit of, and bind, the parties and their respective successors and assigns.

21.3 Notices.

- (a) Any notification or other communication to be given under the provisions of this Agreement shall be in writing and shall be given by personal delivery, or sent by electronic facsimile, or mailed by a prepaid registered mail or delivered by courier service. Subject to change by either party with written notice in accordance with this section 21.3, notices shall be addressed in accordance with the addresses set out in Part A-2 of Schedule "A".
- (b) Notices shall be deemed to have been effectively given on the date of personal delivery, the date of electronic facsimile transmission or the date of delivery by courier service, or in the case of service by registered mail five (5) days after the date of mailing.

21.4 Waiver.

Failure of MTO to complain of any act or failure to act of the Municipality, or to declare the Municipality in default, shall not constitute a waiver by MTO of its rights under this Agreement. No waiver of any rights under this Agreement shall be effective unless in writing, duly executed by MTO.

21.5 Entire Agreement.

This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter of this Agreement and supersedes all prior understandings, discussions, negotiations, commitments, warranties and agreements, written or oral, express or implied, between them. Notwithstanding the foregoing, this section 21.5 shall not serve to terminate or cancel any outstanding liability or payment arising out of any prior agreements or arrangements of the parties with respect to access to, and use of, the Licensed Information. Except as expressly provided in this Agreement and subject to section 19.1, this Agreement may be amended or modified only by an instrument in writing executed by each of the parties.

21.6 Survival of Provisions.

Obligations under this Agreement which expressly or by their nature survive the termination or expiry of the Term will continue in force subsequent to, and in spite of, such termination or expiry until they are satisfied or by their nature expire.

21.7 Governing Law.

This Agreement shall be deemed to have been formed in the Province of Ontario and shall be governed by the laws in force in Ontario (and the laws of Canada applicable in Ontario). Each party irrevocably submits to the exclusive jurisdiction of the courts of the Province of Ontario with respect to any matter arising under, or related to, this Agreement.

21.8 Interpretation.

- (a) Headings are not to be considered part of this Agreement, and are included solely for convenience and are not intended to be full or accurate descriptions of the content of the paragraph.
- (b) In this Agreement, words importing the singular number include the plural and vice versa; words importing the masculine gender include the feminine and neuter genders; words importing persons include individuals, sole proprietors, corporations, partnerships, trust and unincorporated associations.

10(g)

- (c) Unless specified otherwise in this Agreement, a reference in this Agreement to a statute refers to that statute as in force at the Effective Date and as the same may be amended, re-enacted, consolidated and/or replaced from time to time, and any successor statute. A reference to a statute shall be deemed to include any regulations made under that statute.
- (d) For purposes of this Agreement, unless otherwise provided in this Agreement, a period of days or Business Days shall be deemed to:
 - (i) begin on the first day after the event that began that period, and
 - (ii) end at 5:00 p.m. (Eastern Standard Time or Eastern Daylight Savings Time, as the case may be) on the last day or Business Day, as the case may be, of that period.
- (e) In this Agreement the words "include", "includes" or "including" mean "include without limitation", "includes without limitation" and "including without limitation", respectively, and the words following "include", "includes" or "including" shall not be considered to set forth an exhaustive list.

IN WITNESS WHEREOF, each of the parties have executed and delivered this Agreement as of the date first above written.

HER MAJESTY THE QUEEN in right of Ontario, as
represented by the Minister of Transportation

for Paul Brown, Director, Licensing Services Branch

By: _____

Wilma Piovesan

Manager, Information Management Services Oversight
Office

Date: _____

MUNICIPALITY:

BY: _____

By: _____

PRINT NAME: MALCOLM WHITE

Print Name: JEBELLE AMARSO

TITLE: CITY CLERK

Title: MAYOR

DATE: JULY 16, 2012

Date: JULY 16, 2012

We/I have the authority to bind the organization.

10(g)

SCHEDULE "A"
SPECIFICATIONS

Part A-1

A. Licensed Information:

PLDABS - Plate by date Abstract with Address
PLCABS - Certified Plate by Date Abstract with Address

B. Permitted Recipient(s):

Third party providers of parking ticket program software who may access Licensed Information solely for the purpose of supporting such software on behalf of the Municipality.

C. Delivery Channels:

- (a) For Licensed Information Requests: Internet
- (b) For Licensed Information Responses: Internet

D. List of Supporting Documents:

Security Statement, 9999-12-31
Authorized Application Signor Data & Signature, 9999-12-31

E. Security Provisions and Standards:

Security Provisions: - locked doors accessible by key
- locked doors accessible by combination pad
- computer accounts id and password protected
- network behind firewall
- parking system has additional authorization password access

1069

Part A-2

A. Addresses for Notice:

(a) For MTO

Information Management Services Oversight Office
Main Floor, Building "A"
2680 Keele Street
Downsview ONTARIO M3M 3L6

Attention: Coordinator, Business Information Services Unit

Telephone: (416) 246-7112

Facsimile: (416) 235-4465

(b) For the Municipality

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
operating as
CITY OF SAULT STE. MARIE, PARKING OFFICE

Physical Address:
99 Foster Drive
Sault Ste. Marie, ONTARIO
P6A 5X6
CANADA

Mailing Address:
99 Foster Drive
Sault Ste. Marie, ONTARIO
P6A 5X6
CANADA

Attention: Mr. Frank Coccimiglio, Manager, IT

Telephone: (705) 759-5303

Facsimile: (705) 759-4790

B. List of Authorized Staff:

Mr. Joe Pratesi, Chief Administrative Officer
Mr. Frank Coccimiglio, Manager, IT

C. Records Custodians:

(a) MTO:

(Title)	Supervisor, Data Access Unit
(Telephone Number)	(416) 246-7214

(b) The Municipality:

(Title)	()
(Telephone Number)	()

10(g)

SCHEDULE "B"
MUNICIPALITY EMPLOYEE SECURITY STATEMENT 02103

Employee Name:	
Division:	
Position #:	

1. THE CORPORATION OF THE CITY OF SAULT STE. MARIE operating as CITY OF SAULT STE. MARIE, PARKING OFFICE (the "Municipality") is licensed to receive confidential and personal information (the "Information") from files and data bases administered by the Ontario Ministry of Transportation ("MTO"). MTO is committed to protecting this Information from unauthorized access, use or disclosure. The following policies have been adopted to address employees' responsibilities for handling and protecting this Information.

2. As an employee of the Municipality, you may access this Information only when necessary to perform your duties as such employee in the course of your employment, and only for the following purposes:

AU08 - Locating and invoicing owners of abandoned/illegal parked vehicles. For the avoidance of doubt, Licensed Information accessed and used for this Authorized Use cannot be disclosed to third parties for the purpose of collection of outstanding debts from the owners who have been located and invoiced.

3. You must not access or use this Information for personal reasons. (Examples of inappropriate access or misuse of Information include, but are not limited to: making inquiries for personal use or processing transactions on your own records or those of your friends or relatives; accessing Information about another person, including locating their residence address, for any reason not related to your work responsibilities or not authorized by the Municipality.)

4. You may disclose Information only to individuals who have been authorized to receive it through appropriate procedures which have been authorized by MTO. (Examples of unauthorized disclosures include but are not limited to: looking up someone's address for a friend.)

5. You must take reasonable precautions to maintain the secrecy of any password you use to access Information electronically. Reasonable precautions include, but are not limited to: not telling others your password or knowingly allowing them to observe while you enter it at a terminal; and frequently changing your password (and, if you suspect your password has been used by someone else, changing it immediately and notifying the Municipality); and selecting random passwords that are not easy for others to guess.

6. You must take reasonable precautions to protect data entry terminals and equipment from unauthorized access. Reasonable precautions include, but are not limited to: not leaving your terminal unattended while you are logged onto the system; exiting the database which contains any Information when you leave your workstation; securing your terminal with a locking device if one has been provided; storing in a secure place any user documentation to programs through which electronic access to any Information may be gained; and reporting any suspicious circumstances or unauthorized individuals you have observed in the work area to the Municipality.

I have read and I understand the security policies stated above, and will comply with them and any other security policies issued in the future by the Municipality, MTO. I understand that failure to comply with these policies may result in disciplinary action by the Municipality and/or civil or criminal prosecution in accordance with applicable statutes.

Signature of Employee

Date

Witnessed By

Date

10(g)

SCHEDULE "C"
FEES AND PAYMENT SCHEDULE

1. Payment of Amounts

- (1) The Municipality shall pay MTO the following amounts for accessing the Licensed Information:
- (a) \$8.25 of every allowance of \$11 that the Municipality receives for each notice of impending conviction that the Municipality issues where a conviction is subsequently obtained under subsection 18.2(6) of the POA (the allowance is authorized by subsections 12(1), (3), O. Reg. 949 made under the POA);
 - (b) subject to clause 1(2) of this Schedule, \$8.25 of every allowance of \$9.00 that the Municipality receives for each fine that it collects in connection with a conviction under section 18.4 of the POA (deemed not to dispute charge due to failure to appear at the time and place appointed for the hearing) (the allowance is authorized by subsection 12.1(1), O. Reg. 949 made under the POA).
- (2) Where the Municipality receives an allowance of less than \$9.00 as authorized by subsection 12.1(1) of O. Reg. 949, it shall not remit the amount specified in clause (b), but instead it shall remit to MTO any amount it receives in excess of \$0.75, up to the amount of \$8.25.

2. Method and Timing of Payment

Subject to Clause 3 of this Schedule, the Municipality shall remit a payment by cheque which shall be received by MTO on or before the fifteenth day of each month for the amount prescribed in clause 1 above. The payment that is remitted to MTO shall be the amount owing to MTO from the previous calendar month and shall be accompanied by the corresponding monthly report (in accordance with section 9.1 of the Agreement).

3. Back Payment

Between July 1, 1998 and the first day of the month in which this Agreement is executed, if the Municipality has accessed and used Licensed Information for which payment remains due and owing to MTO, the Municipality shall remit such payment by cheque to MTO within (30) days after the date of execution of this Agreement. Such payment shall be accompanied by monthly reports (in accordance with section 9.1 of the Agreement) containing the corresponding data for any month for which payment is outstanding.

4. Payment Information

Any payments owing to MTO under this Agreement or the Schedules made hereunder shall be made payable to the Minister of Finance/MTO. All payments and any reports that are required to be sent to MTO under this Agreement or the Schedules made thereunder shall be sent to:

Ministry of Transportation
Information Management Services Oversight Office
Attention: Supervisor, Data Access Unit
2680 Keele St., Building "A"
Downsview ONTARIO M3M 3K6

SCHEDULE "D"
AUDIT, INSPECTION AND REVIEW

1. Right of Audit.

MTO shall each have the right, from time to time, to Audit such of the Municipality's operations as relate to or are involved in the performance of the Municipality's obligations under this Agreement, including:

- (a) the Municipality's security arrangements (including the Security Statements and Contractor Security Agreements), and the Municipality's books and records; and
- (b) any media of, or in the possession of, the Municipality that contain any Confidential Information.

2. Timing of Audits.

The Audits contemplated in this Schedule "D" may be conducted at any time during the Municipality's normal business hours upon 24 hours' prior written notice (or, in the case of Audits relating to possible Privacy Defaults, without prior notice).

3. Authorized MTO Representatives.

MTO shall have the right to engage third party representatives to perform Audits contemplated in this Schedule "D".

4. Privacy Compliance.

- (a) **Privacy-related Audits.** Without limitation to the generality of this Schedule "D", the Audit rights of MTO shall include the right to measure the Municipality's compliance with: (A) the Privacy Laws; (B) the provisions of this Agreement relating to the Municipality's compliance with the Privacy Laws; (C) the provisions of Articles 4 to 8 inclusive; and (D) any other provisions of this Agreement that relate to Personal Information or the Processing of Personal Information.
- (b) **Privacy Compliance Meetings.** In addition to performing the Audits contemplated in section 4 (a), MTO may require the Municipality to meet with MTO to review the results of such Audits as they relate to the matters referred to in section 4 (a). Such meetings shall be held at such times and places as MTO may mutually agree upon with the Municipality from time to time, acting reasonably. However, if as a result of any such Audit MTO has reason to believe that the Municipality has committed a Privacy Default, MTO may require such meeting to be held within one (1) Business Day of MTO's notifying the Municipality in writing that MTO wishes to hold such meeting.

5. Performance Reviews.

- (a) **Audits Relating to Overall Performance.** Without limitation to the generality of this Schedule "D", the Audit rights of MTO shall include the right to measure the Municipality's overall performance of its obligations under this Agreement.
- (b) **Meetings to Review Overall Performance.** In addition to performing the Audits contemplated under section 5 (a), MTO may require the Municipality to meet with MTO to review the results of such Audits as they relate to the matters referred to in section 5 (a). Such meetings shall be held at such times and places as MTO (as the case may be) may mutually agree upon with the Municipality from time to time acting reasonably.

6. Location and Manner of Audits.

The Audits contemplated in this Schedule "D" may be conducted on-site at the location(s) of any of the Municipality's businesses or operations that relate to, or are involved in, the performance of the Municipality's obligations under this Agreement or the exercise of the Municipality's rights under this Agreement, including the location(s) of any of the following:

- (a) the Security Statements or Contractor Security Agreements, or the Municipality's books and records; or
- (b) any media of, or in the possession of, the Municipality that contain any Confidential Information.

Such Audits may be conducted in whole or in part by remote electronic means if the Municipality's electronic systems have the functional capability of facilitating such remote Audits.

7. Municipality Co-operation.

The Municipality shall fully co-operate with MTO in facilitating the conduct of any Audits

contemplated in this Schedule "D", including providing such access, documentation, information, copies of documentation and information, and assistance as MTO may reasonably request for the purpose of such Audits.

8. Duration of Audit Rights.

The audit rights of MTO shall continue in effect for a period of three (3) years after the expiration or termination of the Agreement.

9. Correction of Defaults.

Without limiting or restricting any other obligations of the Municipality, or rights or remedies of MTO, under this Agreement or at Law or in equity:

- (a) the Municipality shall, at its sole cost, correct any breaches by the Municipality of this Agreement (including any Privacy Defaults) identified through an Audit (and in respect of which MTO has provided written notification to the Municipality). Such corrections shall be done as expeditiously as reasonably possible and in any event within the applicable cure period (if any) provided in section 18.1 of the Agreement.
- (b) the Municipality shall notify MTO in writing upon such breaches having being corrected.
- (c) After receiving such notification from the Municipality, MTO may conduct a follow up Audit to confirm that all such breaches have been corrected.
- (d) If requested by MTO in the notification referred to in section 9 (a):
 - (i) the Municipality shall provide to MTO, within ten (10) days of receiving the notification referred to in section 9 (a) (or within five (5) days of receiving such notification, where such breaches constitute Privacy Defaults), a reasonable written plan outlining the steps the Municipality will take to ensure that such breaches do not occur again; and
 - (ii) the Municipality shall implement the plan provided under section 9 (d)(i).

10. Costs of Audit.

- (a) All costs incurred by the Municipality in connection with the Audits contemplated in this Schedule "D" shall remain solely the responsibility of the Municipality.
- (b) Except as provided in section 10 (c), all costs incurred by MTO in connection with the Audits contemplated in this Schedule "D" shall remain solely the responsibility of MTO.
- (c) Despite section 10 (b), if any Audit contemplated in this Schedule "D" discloses a material default by the Municipality under this Agreement, then the Municipality shall reimburse MTO for MTO's reasonable and verifiable costs of conducting such Audit.

11. Without Prejudice.

For the avoidance of doubt, nothing in Schedule "D" shall be deemed to limit or prejudice the rights of MTO or the obligations of the Municipality under any other provision of this Agreement or at law or in equity.

SCHEDULE "E": MONTHLY REPORT

Municipality Monthly Court Cost Payment Report to Ministry of Transportation

Municipality _____
Reporting Period (yyyy/mm/dd) _____ to (yyyy/mm/dd) _____

Customer (POA) A/C No. _____

Payment Categories	No. of Fully Paid Tickets	Municipality Service Fee	Total Amount Remitted to
"Deemed Not to Dispute" (Article 4.1 (1) b of the Authorized Requester Agreement)	(1)	(2)	(3)
"Fail to Respond" (payment received after Notice of Fine and Due Date but before plate denial) (Article 4.1 (1) a of the Authorized Requester Agreement)	(4)	(5) This is \$ 7.75 times box (4)	(6) This is \$8.25 times box (4)
"Fail to Respond" (payment received after plate denial) (Article 4.1(1) a of the Authorized Requester Agreement)	(7)	(8) This is \$ 7.75 times box (7)	(9) This is \$8.25 times box (7)
Totals:	(10)	(11)	(12)

Amount of Cheque attached (same as box 12)

Cheque No. _____ Issue Date _____

Signature of Treasurer or Chief Financial Officer

Conditions:

Please make cheques payable to Minister of Finance/Ministry of Transportation.
These cost payments are collected by the municipalities and forwarded to the Ministry of Transportation under the authority of POA Regulations 943 and 949 and the Government Authorized Requester Agreement between the municipality and Ministry of Transportation.
The cost payment and the report should be forwarded to:

Ministry of Transportation

Information Management Services Oversight Office
Attn: Supervisor, Data Access Unit
2680 Keele Street
Downsview ONTARIO M3M 3E6

1069

10/9/01

SCHEDULE "F" - ANNUAL REPORT

Annual Program Performance Statistics from Municipality to Ministry of Transportation

Reporting Period (yyyy/mm/dd) _____ to (yyyy/mm/dd) _____

Name of municipality: _____

Customer A/C No: 02103

Stages	Data Requested	Volume
Parking Infraction Notices Issued	Number of Parking Infraction Notices Issued	
	Total Number Elected Trial 2	
	Number Attended	
	Number Failed to Show Up	
	Number Paid Prior to NIC	
Notice of Impending Conviction (NIC)	Number of NIC Issued	
	Number of Tickets Paid After NIC Issued	
	Number of NFDD Issued	
Notice of Fine and Due Date (NFDD)	Number of Tickets Paid After NFDD Issued but Before Plate Denial	
	Total Amount Paid After NFDD Issued but Before Plate Denial (\$)	
	Number of Tickets Resulting in Plate Denial	
	Number of Tickets Paid w/ Plate Renewal	
Plate Denial	Total Amount Paid w/ Plate Renewal (\$)	
	Total Amount Outstanding at Plate Denial (\$)	
	Number of Tickets Receiving Partial Payment	
	Number of Outstanding Tickets Due to Extension	
Outstanding	Number of Outstanding Tickets Due to Other Reasons	
	Number of Tickets Stopped / Cancelled	
Stopped/cancelled		
Re-opening	Number of Tickets of Re-opening	

Please Send to:
 Ministry of Transportation
 Information Management Services Oversight Office
 Attn: Supervisor, Data Access Unit
 2680 Keele Street
 Downsview ONTARIO M3M 3E6

1 For the first annual report (1998/99), this represents number of tickets issued from July 1, 1998 to March 31, 1999. Subsequent years are from April 1 till March 31.

2 Data required for this row and below will be referring to all tickets issued from July 1, 1998 onwards till the end of the reporting year.

SCHEDULE "G" - MINISTRY REPORT

Annual Report from Ministry of Transportation to
Reporting Period (yyyy/mm/dd) _____ to (yyyy/mm/dd) _____

Name of
Customer A/C 02103

Month	Total Amount Remitted to Ministry from Municipality Pursuant to	Number Of Plate Enquiries Requested By The Municipality	
		Certified	Uncertified
April			
May			
June			
July			
August			
September			
October			
November			
December			
January			
February			
March			
Yearly Totals			

1069

10(g)

NON-DISCLOSURE AGREEMENT
PERMITTED RECIPIENT 02103

Permitted Recipient:	(<i>"you" or "your"</i>) [Insert Name of Permitted Recipient]
Municipality Name:	THE CORPORATION OF THE CITY OF SAULT STE. MARIE (the "Municipality") operating as CITY OF SAULT STE. MARIE, PARKING OFFICE
Permitted Purpose(s):	Supply and/or support of software and/or hardware and/or programming related to the Municipality's Municipal Parking Tag Program and the data received by the municipality from the Ministry of Transportation in relation to the municipality's Municipal Parking Tag Program

For sufficient valuable consideration you acknowledge having received (and as a condition of receiving Confidential Information from the Municipality), you understand and agree as follows:

- I. Under an agreement (the "Requester Agreement") with the Ontario Ministry of Transportation ("MTO"), the Municipality is licensed to receive confidential and personal information (the "Licensed Information") from files and databases administered by MTO.
- II. The Municipality and MTO are committed to protecting all of this Licensed Information and any information derived from the Licensed Information, (all of which is together referred to as the "Confidential Information") from unauthorized access, use or disclosure.
- III. The following policies, and any future policies issued by MTO and the Municipality and provided to you in writing, (the "Policies") set out your responsibilities for handling and protecting this Confidential Information. As a permitted recipient of the Confidential Information (a "Permitted Recipient") you are bound by these Policies:
 1. **Ownership:** You acknowledge and agree that the Confidential Information is and will at all times remain solely the property of MTO.
 2. **Confidentiality and Use:** You must hold all of the Confidential Information in strict confidence. Without limiting the generality of this obligation, you must NOT directly or indirectly do any of the following:
 - (a) disclose, make available, or provide or permit access to or use of, any Confidential Information to ANY other party (including, but not limited to, any third party contractor) for any purpose. The ONLY exception is that you may permit those of your employees who need to know that Confidential Information for the Permitted Purpose(s) indicated above. This exception only applies after you have fully informed those employees of, and required those employees to fully comply with, the Policies, and have obtained from each of the employees a signed Employee Security Statement in the form appended to this Agreement as Schedule "A". You will be fully liable to the Municipality and MTO for any failure of your employees to fully comply with the Policies. Future Policies will be considered to have been "issued" by MTO or the Municipality when you are notified in writing of those Policies;
 - (b) make any full or partial copies (in any format or media) of any of the Confidential Information (other than copies necessary to carry out the Permitted Purpose(s)).
 - (c) use any of the Confidential Information for any purpose other than the Permitted Purpose(s). To avoid any doubt, you must never access, use or disclose any of the Confidential Information for any reasons that do not meet both of the above requirements, such as for personal reasons (e.g. looking up someone's address for a friend).
 3. **MTO Audit:** You must accommodate audits by MTO in accordance with the MTO Audit Policy (a copy of which is appended to this Agreement as Schedule "B", and

which you acknowledge having, read and understood), and fully co-operate with and assist MTO in carrying out such audits in accordance with such MTO Audit Policy.

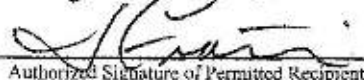
4. **Access and Use Only From Premises Approved by Municipality:** You may only access and use the Confidential Information from premises approved by the Municipality. You must never copy or remove any Confidential Information from such premises.
5. **Data Matching or Profiling:** Subject to the Permitted Purposes referred to above, you must not:
 - (a) develop or derive for any purpose whatsoever, any other product, work or database, in human-readable or machine-readable form or otherwise, that incorporates, modifies or uses in any manner whatsoever, any personal information contained in or obtained from the Confidential Information. (This does not, however, apply to any specific personal information that you had in your possession prior to receiving the Confidential Information); or
 - (b) place any data which was not obtained directly or indirectly from the Municipality, into a database containing personal information obtained directly or indirectly from the Municipality.
6. **No Contacting Individuals:** You must not use the Confidential Information directly or indirectly to locate or contact any individual to whom the Confidential Information is directly or indirectly referable.
 - (a) To avoid any doubt, nothing in this Policy 9 will limit or release you from any of your other obligations under this Agreement, which obligations will remain in full force and effect.
7. **Comply with Law:** You must at all times remain in full compliance with all applicable laws relating to any access, use or disclosure of any personal information contained in the Confidential Information. You must also comply with any written instructions or directions from MTO from time to time concerning such personal information (to the extent that the Municipality notifies you of such instructions or directions).
8. **Secrecy of Passwords:** You must take reasonable precautions to maintain the secrecy of any password you use to access Confidential Information electronically. Reasonable precautions include, but are not limited to: not telling others your password or knowingly allowing them to observe while it is entered at a terminal; frequently changing your password (and, if you suspect your password has been used by someone else, changing it immediately); and selecting random passwords that are not easy for others to guess.
9. **Access to Terminals:** You must take reasonable precautions to protect data entry terminals and equipment from unauthorized access. Reasonable precautions include, but are not limited to: not leaving your terminal unattended while logged onto the system; exiting the database which contains any Confidential Information when leaving the workstation; securing your terminal with a locking device if one has been provided; and storing in a secure place any user documentation to programs through which electronic access to any Confidential Information may be gained.
- IV. All of your obligations in this Agreement will survive the expiry or any termination of your relationship with the Municipality, and will continue in full force and effect subsequently until they are satisfied or by their nature expire.
- V. If any provision of this Agreement is illegal, invalid or unenforceable, it will be severed. No waiver of any provision of this Agreement by the Municipality will constitute a waiver of any other provisions (whether or not similar) or a continuing waiver. This Agreement will be governed by Ontario law and the laws of Canada applicable in Ontario. You and the Municipality agree to submit to the non-exclusive jurisdiction of the courts of Ontario for the resolution of any disputes arising out of, or in connection with, this Agreement. This Agreement may not be assigned by you, but otherwise will be binding upon and enforce to the benefit of you and the Municipality and the respective heirs, executors, administrators, successors and permitted assigns of you and the Municipality.
- VI. **MTO Right to Enforce this Agreement:** You and the Municipality acknowledge and agree that:
 - (a) While MTO is not a party to this Agreement and has no obligations under this Agreement, MTO will have the right to directly enforce your obligations in clause III above as if MTO were a party to this Agreement;

10(g)

- (b) In furtherance of clause (a) above, the Municipality will be a trustee of MTO (and MTO's successors and assigns) for the limited purpose of holding your obligations in clause III above in trust for MTO (and MTO's successors and assigns). (And to the extent that clause III incorporates any defined terms, the definitions of such terms as provided in this Agreement will be considered to be incorporated into clause III for the purposes of this clause VI);
- (c) To avoid any doubt, this means that in addition to the Municipality enforcing your obligations under this Agreement (in the Municipality's capacity as a party to this Agreement), MTO (and MTO's successors and assigns) may also enforce your obligations in clause III above in MTO's own right (and MTO will not be required to add the Municipality as a party to any proceedings for such enforcement); and
- (d) The trust created in favour of MTO (and its successors and assigns), as contemplated above, being coupled with an interest, may not be revised or revoked without the prior written consent of MTO (or such successors and assigns, as the case may be).

VII. You acknowledge that you have read and understand the provisions of this Agreement (including, but not limited to, the Policies set out or referred to above), and will comply with them and with any other Policies issued in the future by MTO or the Municipality. You understand that failure to comply with the Policies or any such other Policies or changes will be a breach of this Agreement and (among other things) may result in civil or criminal prosecution in accordance with applicable statutes.

Insert Name of Permitted Recipient



Authorized Signature of Permitted Recipient

Date:

Insert Name of Municipality

Authorized Signature of Municipality

Date:

10(g)

**SCHEDULE "A" of
NON-DISCLOSURE AGREEMENT
PERMITTED RECIPIENT**

EMPLOYEE SECURITY STATEMENT

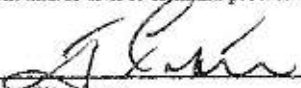
(Permitted Recipient)

Permitted Recipient Name:	
Employee Name:	
Division:	
Position #:	

THE CORPORATION OF THE CITY OF SAULT STE. MARIE operating as CITY OF SAULT STE. MARIE, PARKING OFFICE (the "Municipality") is licensed to receive confidential and personal information (the "Information") from files and databases administered by the Ontario Ministry of Transportation ("MTO"). Under an agreement with the Municipality, (the "Permitted Recipient") has been authorized to access the Information. The Municipality and MTO are committed to protecting this Information from unauthorized access, use or disclosure. The following policies have been adopted to address employees' responsibilities for handling and protecting this Information.

1. As an employee of the Permitted Recipient, you may access this Information only when necessary to perform your duties as such employee in the course of your employment, and only for the following purposes: Supply and/or support of software and/or hardware and/or programming related to the Municipality's Municipal Parking Tag Program and the data received by the municipality from the Ministry of Transportation in relation to the municipality's Municipal Parking Tag Program.
2. You must not access or use this Information for personal reasons. (Examples of inappropriate access or misuse of Information include, but are not limited to: making inquiries for personal use or processing transactions on your own records or those of your friends or relatives; accessing Information about another person, including locating their residence address, for any reason not related to your work responsibilities or not authorized by the Permitted Recipient.)
3. You may disclose Information only to individuals who have been authorized to receive it through appropriate procedures which have been authorized by MTO. (Examples of unauthorized disclosures include but are not limited to: looking up someone's address for a friend.)
4. You must take reasonable precautions to maintain the secrecy of any password you use to access Information electronically. Reasonable precautions include, but are not limited to: not telling others your password or knowingly allowing them to observe while you enter it at a terminal; and frequently changing your password (and, if you suspect your password has been used by someone else, changing it immediately and notifying the Permitted Recipient); and selecting random passwords that are not easy for others to guess.
5. You must take reasonable precautions to protect data entry terminals and equipment from unauthorized access. Reasonable precautions include, but are not limited to: not leaving your terminal unattended while you are logged onto the system; exiting the database which contains any Information when you leave your workstation; securing your terminal with a locking device if one has been provided, storing in a secure place any user documentation to programs through which electronic access to any Information may be gained; and reporting any suspicious circumstances or unauthorized individuals you have observed in the work area to the Permitted Recipient.

I have read and I understand the security policies stated above, and will comply with them and any other security policies (or changes to policies) issued in the future by the Permitted Recipient, Municipality or MTO. I understand that failure to comply with these policies (or any such other policies or changes to policies) may result in disciplinary action by the Permitted Recipient and/or civil or criminal prosecution in accordance with applicable statutes.



Signature of Employee

Date

10(g)

Witnessed By

Date

10(g)

**SCHEDULE "B" of
NON-DISCLOSURE AGREEMENT
PERMITTED RECIPIENT**

**MTO AUDIT POLICY 02103
(Permitted Recipient)**

Permitted Recipient:	("you" or "your") [Insert Name of Permitted Recipient]
Municipality Name:	THE CORPORATION OF THE CITY OF SAULT STE. MARIE (the "Municipality") operating as CITY OF SAULT STE. MARIE, PARKING OFFICE

This is the MTO Audit Policy referred to in the Permitted Recipient Non-disclosure Agreement that you signed with the Municipality (the "Permitted Recipient Non-disclosure Agreement").

Capitalized terms that are used in this MTO Audit Policy, but not defined in this MTO Audit Policy, have the meanings given to them in the Permitted Recipient Non-disclosure Agreement. In this MTO Audit Policy, the following defined terms have the following meanings:

"Audit" and similar expressions means the performance by, on behalf of or for MTO of such audits, reviews, investigations, inspections, confirmations, certifications, tests, studies and determinations of or relating to any matter or thing pertaining to what is contemplated in clause (i) or (ii) of section 1 below.

"Business Day" means a day other than a Saturday, Sunday or a statutory, civic or public service holiday observed in the Province of Ontario.

"include", "includes" or "including" mean "include without limitation", "includes without limitation" and "including without limitation", respectively, and the words following "include", "includes" or "including" will not be considered to set out an exhaustive list.

"Privacy Default" means a breach of: (i) any Privacy Laws, or (ii) any of the provisions of the Permitted Recipient Non-disclosure Agreement.

"Privacy Laws" means the *Freedom of Information and Protection of Privacy Act* (Ontario), and the provisions of any other law from time to time that are applicable to you and that address the collection, use or disclosure of personal information.

1. Right of Audit.

MTO will have the right, from time to time, to Audit such of your businesses and operations as relate to, or are involved in, the your possession or control of Confidential Information.

Subject to the provisions of this MTO Audit Policy and applicable law (including the Privacy Laws and the provisions of any other law from time to time that are applicable to MTO and that address the collection, use or disclosure of personal information) from time to time (including any disclosures that may be required by such laws), and subject to any agreements between MTO and its employees from time to time, MTO will (and will require any third party representatives referred to in section 3 to) hold in confidence any of your confidential information which is disclosed or made available to MTO (or such third party representatives) in connection with an Audit carried out under this MTO Audit Policy.

2. Timing of Audits.

The Audits contemplated in section 1 may be conducted at any time during your normal business hours upon 24 hours' prior written notice (or, in the case of Audits relating to possible Privacy Defaults, without prior notice).

3. Authorized MTO Representatives.

MTO will have the right to engage third party representatives to perform Audits contemplated in section 1.

4. Privacy Compliance.

- (a) **Privacy-related Audits.** Without limiting the generality of section 1, MTO will have the right to conduct the Audits contemplated in section 1, to measure your compliance with: (A) the Privacy Laws; or (B) the provisions of the Permitted

10(g)

Recipient Non-disclosure Agreement.

- (b) **Privacy Compliance Meetings.** In addition to performing the Audits contemplated under section 1.4(a), MTO may require you to meet with MTO to review the results of such Audits as they relate to the matters referred to in section 4(a). Such meetings will be held at such times and places as MTO may mutually agree upon with you from time to time acting reasonably. However, if as a result of any such Audit MTO has reason to believe that you have committed a Privacy Default, MTO may require such meeting to be held within one (1) Business Day of MTO notifying you in writing that MTO wishes to hold such meeting.

5. **Performance Reviews.**

- (c) **Audits Relating to Overall Performance.** Without limiting the generality of section 1, MTO will have the right to conduct the Audits contemplated in section 1, to measure your overall performance of your obligations under the Permitted Recipient Non-disclosure Agreement.
- (d) **Meetings to Review Overall Performance.** In addition to performing the Audits contemplated under section 5(a), MTO may require you to meet with MTO to review the results of such Audits as they relate to the matters referred to in section 5(a). Such meetings will be held at such times and places as MTO may mutually agree upon with you from time to time acting reasonably.

6. **Location and Manner of Audits.**

The Audits contemplated in section 1 may be conducted on-site at the location(s) of: (i) any of your businesses or operations that relate to or are involved in the performance of your obligations to the Municipality, or (ii) any media in your possession or control that contains Confidential Information.

Such Audits may be conducted in whole or in part by remote electronic means if your computer systems have the functional capability of facilitating such remote Audits.

7. **Co-operation.**

You must fully co-operate with MTO in facilitating the conduct of any Audits contemplated in section 1, including providing such access, documentation, information, copies of documentation and information, and assistance as MTO may reasonably request for the purpose of such Audits.

8. **Duration of Audit Rights.**

MTO's Audit rights as contemplated in section 1 will be in force from the date you receive a copy of this MTO Audit Policy to the date which is three years after you cease to be a Permitted Recipient.

9. **Correction of Defaults.**

Without limiting or restricting any other obligations you may have, or rights or remedies MTO may have, under this MTO Audit Policy or at law or in equity:

- (a) You will, at your sole cost, correct any Privacy Defaults (including any breaches of the Permitted Recipient Non-disclosure Agreement) identified through an Audit (and in respect of which MTO provides written notification to you), and will do so as expeditiously as reasonably possible and in any event within ~~four~~ (24) hours of receiving notice of such Privacy Default from MTO. *Twenty-four*
- (b) You will notify MTO in writing upon such breaches having been corrected *initial*
- (c) After receiving such notification from you, MTO may conduct a follow up Audit to confirm that all such breaches have been corrected.
- (d) If requested by MTO in the notification referred to in section 9(a):
- (i) you will provide to MTO, within five (5) days of receiving the notification referred to in section 9(a), a reasonable written plan outlining the steps you will take to ensure that such Privacy Defaults do not occur again; and
- (ii) you will implement the plan provided under section 9(d)(i).

10. **Costs of Audit.**

- (a) All costs incurred by you in connection with the Audits contemplated in section 1 will remain solely your responsibility.
- (b) Except as provided in section 10(c), all costs incurred by MTO in

connection with the Audits contemplated in section 1 will remain solely the responsibility of MTO.

(c) Despite section 1.10(b):

- (i) if any Audit contemplated in section 1 discloses a material uncurd default by you under the Permitted Recipient Non-disclosure Agreement, then you must reimburse MTO for MTO's reasonable and verifiable costs of conducting such Audit;
- (ii) if any Confidential Information is in your possession or control at a location outside of Ontario, then you must reimburse MTO for MTO's reasonable and verifiable costs of conducting Audits (as contemplated in section 1) at such location(s) outside of Ontario. However, MTO shall only have the right to obtain reimbursement under this section 10(c)(ii) in respect of one such Audit in each calendar year. (Note: to avoid any doubt, nothing in this section 10(c)(ii) will be considered to in any way reduce or waive your obligations under section 4 of the Permitted Recipient Non-disclosure Agreement.)

11. Without Prejudice.

To avoid any doubt, nothing in this MTO Audit Policy will be deemed to limit or prejudice MTO's rights or your obligations under the Permitted Recipient Non-disclosure Agreement or at law or in equity.

10(h)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-144

AGREEMENTS: (13) A by-law to authorize the Ontario Funding Agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Citizenship and Immigration for Phase Five of the Immigration Portal Project.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Ontario Funding Agreement in the form of Schedule "A" hereto dated the 10th of July, 2012 and made between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Citizenship and Immigration for Phase Five of the Immigration Portal Project.

2. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

3. **EFFECTIVE DATE**

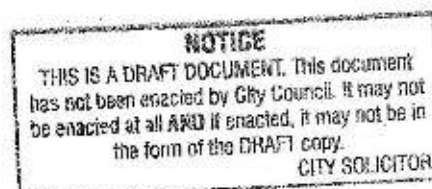
This by-law takes effect on the day of its final passing.

PASSED in open Council this 16th day of July, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

c:\staff\by-laws\2012\2012-144 phase 5 immigration portal



ONTARIO FUNDING AGREEMENT

File # 2012-06-1-5104244

THIS AGREEMENT made as of July 10, 2012

BETWEEN :

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister
of Citizenship and Immigration**

(the "Province")

- and -

CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "Recipient")

WHEREAS the Recipient is carrying-out the Project (as defined in Schedule "A");

AND WHEREAS the Province wishes to provide funding to the Recipient for the purpose of assisting with the Project;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the parties agree as follows:

This Agreement, including:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information and Additional Provisions
- Schedule "C" - Project Description and Timelines
- Schedule "D" - Budget

constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements. There are no other agreements, understandings, representations, warranties, collateral agreements or conditions affecting this Agreement except as expressed or anticipated in it.

10(h)

IN WITNESS WHEREOF, the Province and the Recipient have respectively executed and delivered this Agreement as of the date set out above.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented
by the Minister of Citizenship and Immigration

by:

Date

Name:

Position:

Authorized Signing Officer

CORPORATION OF THE CITY OF SAULT STE. MARIE

by:

July 16, 2012

Date

Name:

Position:

Mayor - Debbie Amaroso

by:

July 16, 2012

Date

Name:

Position:

City Clerk - Malcolm White

I/we have authority to bind the Recipient

Witness Print Name:

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

1.0 Definitions

1.1 When used in this Agreement, the following terms will have the meanings ascribed to them below:

- (a) **"Additional Funding Requirements"** means the requirements referred to in paragraph 3.3(b) and as specified in Schedule "B";
- (b) **"Additional Provisions"** means the terms and conditions referred to in section 10.1 and as specified in Schedule "B";
- (c) **"Agreement"** means this agreement (including the cover and execution pages and all of the schedules) entered into between the Province and the Recipient and any instrument amending this agreement;
- (d) **"Budget"** means the Project budget set out in Schedule "D";
- (e) **"Claims"** means any and all liability, loss, costs, damages and expenses (including legal fees), causes of action, actions, claims, demands, lawsuits or other proceedings;
- (f) **"Expiration Date"** means the date on which this Agreement will expire and is the date set out in Schedule "B";
- (g) **"Fiscal Year"** means:
 - (i) in the case of the first Fiscal Year, the period commencing on the date of this Agreement and ending on first day that is March 31 following the date of this Agreement; and
 - (ii) in the case of Fiscal Years after the first Fiscal Year, the period commencing on the date that is April 1 following the end of the previous Fiscal Year and ending on the following March 31;
- (h) **"Funding"** means the funds provided to the Recipient by the Province pursuant to this Agreement and will be payable in lawful money of Canada;
- (i) **"Maximum Funding"** means the maximum amount of the Funding to be provided as set out in Schedule "B";
- (j) **"Project"** means the project described in Schedule "C".

2.0 Term of Agreement

2.1 The term of this Agreement will commence on the date set out on the first page of this Agreement and will expire on the Expiration Date unless terminated earlier pursuant to Article 16.0, 17.0 or 29.0.

3.0 Funding

3.1 The Province will provide Funding up to the Maximum Funding to the Recipient for the purpose of completing the Project.

3.2 The Province will disburse the Funding according to the schedule provided in Schedule "B".

3.3 Despite sections 3.1 and 3.2, the Province:

- (a) may adjust the amount of Funding to be provided to the Recipient in any Fiscal Year based upon the Province's assessment of the reports provided to the Province pursuant to Article 11.0;
- (b) will not provide any Funding to the Recipient until the insurance requirements described in Article 14.0 have been met and any Additional Funding Requirements have been met; and
- (c) shall not provide Funding instalments unless it is satisfied with the progress of the Project.

4.0 Project

- 4.1 The Recipient will carry out the Project and will do so in compliance with the description set out in Schedule "C" and all federal, provincial or municipal laws or regulations, or any orders, rules or by-laws related to any aspect of the Project. The Province is not responsible in any way for the carrying out of the Project.
- 4.2 The Recipient will not make any changes to the Project without the prior written consent of the Province.
- 4.3 The Recipient will carry out the Project in accordance with the timelines provided in Schedule "C".
- 4.4 If the Project involves the creation of intellectual property, the Recipient agrees that the Province may from time to time direct the Recipient to grant to one or more third parties a gratuitous, non-commercial license to reproduce all or part of such intellectual property.

5.0 Budget

- 5.1 The Recipient will only use the Funding for the purpose of carrying out the Project and will expend those funds only in accordance with the Budget.
- 5.2 The Recipient will not make any changes to the Budget (including re-allocating any part of the Funding to a different Fiscal Year) without the prior written consent of the Province.

6.0 Holding of Funding

- 6.1 Until it is used in accordance with this Agreement, the Funding will be placed in an account that:
 - (a) resides at a Canadian financial institution; and
 - (b) is in the name of the Recipient.
- 6.2 If the Province flows the Funding to the Recipient prior to the Recipient's immediate need for the Funding the Recipient shall place the Funding in an interest bearing account.
- 6.3 If the Recipient earns any interest on the Funding:
 - (a) the Province may deduct the interest amount from any further Funding instalments; and/or
 - (b) the Recipient shall pay any interest to the Province as directed by the Province.

7.0 Tendering for Goods and Services and Disposal of Assets

- 7.1 The Recipient will manage the Project wisely and prudently achieving value for money. The Recipient will acquire all supplies, equipment and services, including any advertising-related services, purchased with the Funding through an appropriate competitive process. Where the purchase price exceeds \$5,000, the Recipient will, at a minimum, obtain at least three written quotes unless:
 - (a) the expertise the Recipient is purchasing is specialised and is not readily available; or
 - (b) it is unreasonable for the Recipient to obtain three (3) written quotes because the Recipient has already researched the market for another similar purchase and knows the market.

- 7.2 The Recipient will not without the Province's prior written consent sell, lease or otherwise dispose of any assets purchased with the Funding, the purchase price of which exceeds \$1,000.

8.0 Conflict of Interest

- 8.1 The Recipient will carry out the Project and use the Funding in a manner that no person associated with the Project in any capacity will have a potential or actual conflict of interest.
- 8.2 For these purposes, a conflict of interest includes a situation in which a person associated with the Project or any member of his or her family is able to benefit financially from his or her involvement in the Project. Nothing in this Article prevents the Recipient from reimbursing its volunteers for their reasonable out of pocket expenses incurred in connection with the Project.
- 8.3 The Recipient will disclose to the Province without delay any situation that may be reasonably interpreted as either an actual or potential conflict of interest.

9.0 Representations, Warranties and Governance

- 9.1 The Recipient represents warrants and covenants that:
- (a) it is, and shall continue to be for the term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
 - (b) it has the experience and expertise necessary to carry out the Project; and
 - (c) all information (including information relating to any eligibility requirements for Funding) the Recipient provided to the Province in support of its request for funding was true and complete at the time the Recipient provided it, and shall continue to be true and complete for the term of this Agreement, in every respect except as set out to the contrary in this Agreement.
- 9.2 The Recipient represents and warrants that:
- (a) it has the full power and authority to enter into this Agreement; and
 - (b) it has taken all necessary actions to authorize the execution of this Agreement.
- 9.3 The Recipient represents, warrants and covenants that it has
- (a) established, and shall maintain for the period during which this Agreement is in effect, by-laws or other legally necessary instruments to:
 - (i) establish decision-making mechanisms;
 - (ii) provide for the prudent and effective management of the Funding;
 - (iii) establish procedures to enable the successful completion of the Project; and
 - (iv) establish procedures to enable the preparation and delivery of all reports required pursuant to Article 11.0.
- 9.4 Upon request, the Recipient shall provide the Province with proof of the matters referred to in this Article.
- #### **10.0 Further Conditions**
- 10.1 The Recipient will comply with any Additional Provisions.
- 10.2 The Recipient acknowledges that the Province may impose further terms and conditions on the use of the Funding which it considers appropriate for the proper expenditure and management of the Funding and the carrying out and completion of the Project.

11.0 Reporting, Accounting and Review

11.1 The Recipient will submit to the Province:

- (a) progress reports as required by Schedule "B";
- (b) a final report upon completion of the Project; and
- (c) such other reports as the Province may require from time to time.

11.2 The Recipient will deliver all reports in a form satisfactory to the Province.

11.3 Each report referred to in paragraphs 11.1(a) and (b) will include the following items:

- (a) details of how the Province's support has been acknowledged in accordance with Article 15.0;
- (b) an unaudited statement which accounts for Project revenue and expenditures;
- (c) an indication of whether the objectives of the Project are being / were met;
- (d) a description of how the success of the Project is being / was measured;
- (e) a description of the level of community participation and response;
- (f) in the case of the final report, an audited financial statement which accounts for Project revenue and expenditures, if audited statements are normally prepared by the Recipient; otherwise, a review engagement report which accounts for Project revenue and expenditures prepared by an accredited accountant external to the Recipient; and
- (g) any other details that may be requested by the Province.

11.4 The Recipient:

- (a) will keep and maintain all financial records, invoices and other financially-related documents relating to the Funding or otherwise to the Project in a manner consistent with generally accepted accounting principles and clerical practices;
- (b) will maintain such records and keep them available for review or investigation by the Province for a period of seven (7) years from the date of the expiry or termination of this Agreement; and
- (c) will maintain all non-financial documents and records relating to the Funding or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all applicable law.

11.5 The Province or its authorized representatives may, upon twenty-four (24) hours' notice to the Recipient and during normal business hours:

- (a) enter upon the Recipient's premises to review the status and manner of operation of the Project;
- (b) inspect and copy any financial records, invoices and other financially-related documents in the possession or under the control of the Recipient which relate to the Funding or otherwise to the Project;
- (c) inspect and copy non-financial records in the possession or under the control of the Recipient which relate to the Funding or otherwise to the Project, except that, where such records relate to a third party served by the Project, the Province will obtain the consent of the third person before inspecting or copying such records; and
- (d) conduct a full or partial audit or investigation of the Recipient in respect of the Project.

11.6 The Recipient will cooperate with the Province in respect of the exercise of the Province's rights set out in section 11.5, and the Recipient will provide any information in respect of the Funding or the Project that the Province may reasonably request.

11.7 The purposes for which the Province may exercise its rights under this Article include:

- (a) determining for what items and purposes the Recipient expended the Funding;
- (b) determining whether and to what extent the Recipient expended the Funding with due regard to economy and efficiency; and
- (c) determining whether the Recipient completed the Project effectively and in accordance with the terms of this Agreement.

11.8 For greater clarity, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to Section 9.1 of the *Auditor General Act* (Ontario).

12.0 Limitation of Liability

12.1 The Province, its officers, employees and agents will not be liable to the Recipient, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors for Claims howsoever caused that arise out of or are in any way related to the Project or this Agreement.

13.0 Indemnity

13.1 The Recipient will indemnify and hold harmless the Province from and against any and all Claims, by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Recipient, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of carrying out the Project under, or otherwise in connection with, this Agreement. The Recipient further agrees to indemnify and hold harmless the Province for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organisation, including, without limitation, the Province, claimed or resulting from such Claims.

14.0 Insurance

14.1 The Recipient hereby agrees to put in effect and maintain insurance for the term of this Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary insurance that is appropriate for a prudent person in the business of the Recipient would maintain including, but not limited to, the following:

- (a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy is to include the following clauses:
 - (i) the Province as an additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, this Agreement;
 - (ii) cross-liability clause;
 - (iii) contractual liability coverage; and
 - (iv) thirty (30) day written notice of cancellation, termination or material change.

14.2 Before beginning the Project, the Recipient will provide the Province with a valid Certificate of Insurance that references the Project and confirms the above requirements. The Recipient will provide the Province with a copy of the policy and any renewal replacement certificates as may be necessary.

15.0 Credit

15.1 The Recipient:

- (a) will acknowledge, in a format approved by the Province, the support of the Province in all materials related to the Project;
- (b) will advise the Province in writing of any public communication, interview, media event, report or presentation that is expected to refer to the Project and provide the opportunity for the Province to be present where appropriate. The Recipient will provide the Province with a minimum of ten (10) business days prior written notice of such events, or as soon as the Recipient is aware of such events;
- (c) will not make any public announcement, news release, advertising or other form of publicity regarding the Funding until permission to do so is received from the Province; and
- (d) where applicable, will include a statement in any materials related to the Project that the views expressed in such materials are the views of the Recipient and do not necessarily reflect those of the Province.

16.0 Termination for Convenience

- 16.1 The Province may terminate this Agreement at any time, for any reason, upon giving at least thirty (30) days' notice to the Recipient.

17.0 Termination and Corrective Action

- 17.1 The Province may terminate this Agreement immediately upon giving notice to the Recipient if:

- (a) in the opinion of the Province:
 - (i) the Recipient has knowingly provided false or misleading information regarding its funding request or in any other communication with the Province;
 - (ii) the Recipient breaches any provision of this Agreement;
 - (iii) the Recipient is unable to complete the Project or is likely to discontinue it; or
 - (iv) it is not reasonable for any reason for the Recipient to complete the Project;
- (b) the nature of the Recipient's business, or its corporate status, changes so that it no longer meets any applicable eligibility requirements under which the Province is providing the Funding;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
- (d) the Recipient ceases to carry on business.

- 17.2 If the Province considers that it is appropriate to allow the Recipient the opportunity to remedy a breach of this Agreement, the Province may give the Recipient an opportunity to remedy the breach by giving the Recipient written notice:

- (a) of the particulars of the breach;
- (b) of the period of time within which the Recipient is required to remedy the breach; and
- (c) that the Province will terminate this Agreement:
 - (i) at the end of the notice period provided for in the notice if the Recipient fails to remedy the breach within the time specified in the notice; or
 - (ii) prior to the end of the notice period provided for in the notice if it becomes apparent to the

17.3 If the Province has provided the Recipient with an opportunity to remedy the breach, and

- (a) the Recipient does not remedy the breach within the time period specified in the notice;
 - (b) it becomes apparent to the Province that the Recipient cannot completely remedy the breach within the time specified in the notice or such further period of time as the Province considers reasonable; or
 - (c) the Recipient is not proceeding to remedy the breach in a way that is satisfactory to the Province,
- the Province may immediately terminate this Agreement by giving notice of termination to the Recipient.

17.4 Despite the Province's right to terminate this Agreement pursuant to section 17.1, the Province may, in addition to and in the alternative to section 17.2, choose not to terminate this Agreement and may take whatever corrective action it considers necessary and appropriate, including suspending Funding for such period as the Province determines, to ensure the successful completion of the Project in accordance with this Agreement.

17.5 The effective date of any termination under this Article will be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever ever applies.

18.0 Funding Upon Termination

18.1 Upon termination of this Agreement pursuant to either Article 16.0 or 29.0, the Province may:

- (a) cancel all further Funding instalments; and/or
- (b) demand the repayment of any Funding (including any interest) remaining in the possession or under the control of the Recipient;

and the Province will determine the Recipient's reasonable costs to terminate the Project (if such action is necessary) and allow the Recipient to set-off such costs against the amount owing by the Recipient to the Province. In no event will the Province be responsible for any amount by which the costs exceed the amount owing.

18.2 Upon termination of this Agreement pursuant to Article 17.0, the Province may:

- (a) cancel all further Funding instalments; and/or
- (b) demand the repayment of the Funding in whole or in part (including any interest), or an amount equal thereto.

19.0 Recipient's Repayment of Funds

19.1 If the Province demands the payment by the Recipient of any Funding or interest on the Funding pursuant to this Agreement, the amount demanded will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately unless the Province directs otherwise.

- 19.2 The Province may charge the Recipient interest on any amount owing by the Recipient at the then current interest rate charged by the province of Ontario on accounts receivable.
- 19.3 The Recipient will pay the amount demanded by cheque payable to the Minister of Finance, Ontario.
- 19.4 The Recipient agrees that any part of the Funding which has not been used or accounted for by the Recipient by the time this Agreement expires or is terminated will be used only for the purposes agreed upon by the Province or will be returned to the Province immediately on the written request of the Province.

20.0 Notices

- 20.1 Any notice or communication required or permitted to be given under this Agreement will be:
 - (a) in writing;
 - (b) delivered personally or by pre-paid courier, or sent by facsimile, certified or registered mail or postage pre-paid mail with receipt notification requested; and
 - (c) addressed to the other party as provided in Schedule "B" or as either party will later designate to the other in writing.
- 20.2 All notices will be effective:
 - (a) at the time the delivery is made if the notice is delivered personally, by pre-paid courier or by facsimile; or
 - (b) three (3) days after the day the notice was deposited in the mail if the notice is sent by certified, registered or postage prepaid mail, unless the day the notice is effective falls on a day when the Province is normally closed for business, in which case the notice will not be effective until the next day that is a day when the Province is normally open for business.

21.0 Severability of Provisions

- 21.1 The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement and any invalid or unenforceable provision will be deemed to be severed.

22.0 Amendment and Waiver

- 22.1 No amendment of or addition to this Agreement will be valid unless it is in writing and signed by each party.
- 22.2 A waiver of any failure to comply with any term of this Agreement will be in writing and signed by the party providing the waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

23.0 Independent Parties

- 23.1 The parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither party will be bound in any manner whatsoever by any agreements, warranties or representations made by the other party to any other person nor with respect to any other action of the other party.

24.0 Assignment of Agreement or Funding

- 24.1 The Recipient will not assign this Agreement or the Funding or any part thereof without the prior written consent of the Province, which consent may be unreasonably and arbitrarily withheld.
- 24.2 This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

25.0 Governing Law

- 25.1 This Agreement and the rights, obligations and relations of the parties to this Agreement will be governed by and construed in accordance with the laws of the province of Ontario. The parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the province of Ontario and all courts competent to hear appeals therefrom.

26.0 Further Assurances and Consents

- 26.1 The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 26.2 The Recipient acknowledges that the Province may impose conditions on any consent it provides pursuant to this Agreement.

27.0 Circumstances Beyond the Control of Either Party

- 27.1 Neither party will be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the Province and the Recipient including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other civil insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

28.0 Survival

- 28.1 Upon the expiration or termination of this Agreement, the provisions in Articles 6.0 (Holding of Funding), 11.0 (Reporting, Accounting and Review), 12.0 (Limitation of Liability), 13.0 (Indemnity), 15.0 (Credit), 18.0 (Funding upon Termination), 19.0 (Recipient's Repayment of Funds), 28.0 (Survival), 32.0 (FIPPA) and sections 4.4 and 7.2 will survive.

29.0 Appropriation

- 29.1 Despite any other provision of this Agreement, any payment by the Province under this Agreement is subject to there being an appropriation for the Fiscal Year in which the payment is to be made and there being funds available. Furthermore, should the Province's funds be reduced or otherwise become unavailable by non-appropriation by the Legislative Assembly of Ontario, the Province may (1) reduce the amount of the Funding and/or (2) in accordance with section 18.1 terminate this Agreement immediately upon giving notice to the Recipient.

30.0 Interpretative Value of Agreement Documents

- 30.1 In the event of any of conflict or inconsistency between any of the Schedules to this Agreement, Schedule "A" will prevail over any of the other Schedules.
- 30.2 The division of this Agreement into schedules, articles, sections, clauses, paragraphs and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.

31.0 Counterparts

- 31.1 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement will be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. This Agreement may be executed and delivered by facsimile signatures and will be binding on all parties as if executed by original signature and delivered personally.

32.0 Freedom of Information and Protection of Privacy Act (FIPPA)

- 32.1 The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F. 31, as amended from time to time, and that any information provided to the Province in connection with this Agreement is subject to disclosure in accordance with the requirements of that Act.
- 32.2 The Recipient acknowledges that the Province may make public the name and business address of the Recipient, the amount of the Funding and the purpose for which the Funding has been provided.

33.0 Time of Essence

- 33.1 Time will be of the essence in all respects. No extension of or waiver pursuant to this Agreement will operate as a waiver of this provision.

34.0 Number and Gender

- 34.1 This Agreement will be read with all changes in gender or number as required by the context.

35.0 Joint and Several

- 35.1 Where the Recipient is made up of two or more entities, each such entity will be jointly and severally liable (each completely and individually liable) to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

- END OF GENERAL TERMS AND CONDITIONS -

10(h)

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS	
Maximum Funding	\$82,676.00
Funding Instalments	Subject to subsection 3.3(b) of Schedule "A" of this Agreement, \$66,140, upon both parties signing the Agreement \$8,268 upon the Recipient's completion of the Interim Report \$8,268 upon the Province's approval of the Final Report
Expiration Date	March 31, 2013
Address for notice if to the Province	Stephanie Arnold Senior Program Consultant, Information and Portal (A) Immigration Policy Branch 400 University Avenue, 3rd Floor Toronto, Ontario M7A 2R9 Telephone: 416-327-8074 Fax: 416-326-1044
Address for notice if to the Recipient	Frank Coccimiglio Manager, Information Technology City of Sault Ste. Marie 98 Foster Drive Sault Ste. Marie, Ontario P6A 5N1 705-759-5303
Reporting	Interim Report Due date: December 14, 2012 Final Report Due date: March 31, 2013
Additional Funding Requirements	The Province will not provide any Funding to the Recipient until the Recipient has provided a municipal by-law or resolution authorizing the Municipal Council to enter into this Agreement.
Additional Provisions	Nil

SCHEDULE "C" PROJECT DESCRIPTION AND TIMELINES

Project Overview and Rationale

The Sault Ste. Marie Immigration Web Portal, www.discoverthesault.ca, currently offers community information locally and globally while continuously incorporating new tools and features to assist and create an intriguing and informative experience for all visitors. Since 2007, Sault Ste. Marie's Immigration Web Portal, www.discoverthesault.ca, has grown and advanced through 4 Phases of funding and development, and is now a one-stop access point for newcomers seeking settlement service assistance. Discover the Sault is available in 6 different languages and celebrates welcoming diversity in all aspects. Discover the Sault's Video Library is the newest addition to the web portal and provides visitors with an opportunity to experience Sault Ste. Marie through exciting visuals. Discoverthesault.ca is currently used by newcomers, potential immigrants, local organizations and businesses, schools and settlement service providers.

The City of Sault Ste. Marie's Immigration Web Portal is currently operated through the City of Sudbury's Content Management System and is not currently sustainable on its own in Sault Ste. Marie. In order to ensure sustainability at risk of funding loss, the City of Sault Ste. Marie would like to transfer Discoverthesault.ca onto its own CMS and have the web portal operate entirely from Sault Ste. Marie. By investing in this portal migration project now, it will ensure future stability of the portal. It will also save the City of Sault Ste. Marie money in the end as they will no longer need to rent from the City of Sudbury. If funding is eliminated, the City of Sault Ste. Marie would like to guarantee that the portal will not be lost, as it is a valuable immigration tool and necessary settlement resource for newcomers.

Project Scope:

To migrate the web portal onto its own content management system to ensure its long term sustainability:

- Evaluate software options and negotiate with the City of Sudbury regarding the content migration process.
- Installation of software and transfer of all web portal content. Web portal will be hosted entirely from Sault Ste. Marie CMS.
- Launch of web portal hosted by its own CMS, running all aspects of Discoverthesault.ca from the City of Sault Ste. Marie and independent from Sudbury. The City of Sudbury has successfully hosted the portal on their CMS since its launch in 2009, however the City of Sault Ste. Marie simply wants to run the portal locally.

The project will commence with the analysis of necessary software. In order to complete the portal migration effectively, capable software must be obtained. Discoverthesault.ca will be transferred in its entirety onto its own content management system. The new content management system will be installed and skinned to match the existing portal, and the new site will be populated manually with the original content and imagery.

Goals:

- Transfer all content manually from one content management system to the next maintaining the accuracy and existing appearance of the immigration web portal.
- Maintain the high quality of imagery and content that is featured on the current immigration web portal.
- Maintain partnerships and continue marketing the immigration web portal's resources and advantages.

The City of Sault Ste. Marie's Immigration Web Portal is currently one of Sault Ste. Marie's most successful immigration tools. Through partnering with the Local Immigration Partnership, Discoverthesault.ca has become an essential tool throughout the attraction and retention process and acts as a primary resource for LIP members and their organizations. The Sault Ste. Marie Immigration Web Portal was fully established and launched in 2009 in partnership with the City of Sudbury. The CMS portal was created following the existing system requirements and browser compatibility as the already established mySudbury.ca. The City of Sudbury currently supports www.discoverthesault.ca however the City of Sault Ste. Marie would like to use potential funding from the Ministry of Citizenship and Immigration to transfer the portal onto a locally owned content management system.

At risk of a loss of funding in the future, the City of Sault Ste. Marie would like to guarantee the portal will always be sustainable, therefore running Discoverthesault.ca on its own content management system is required.

Project Benefits

The following benefits will be realized:

- The ability to update and change content anytime using a web browser by city staff. Faster updates.
- Create accountability by tracking logins and changes to various pages within the site
- Adhere to current and future web standards, thus increasing accessibility and making the site content more "future proof"
- Enhance the CMS built-in search capability
- Room to grow - Easily add forums and other community building features, set up RSS feeds for your growing content, have users subscribe to newsletters, and much more
- Standardization.
- Because of this CMS revolution, a major segment of the web development industry — dedicated to developing simple to complex CMSs for a broad set of users and premium themes for popular publishing platforms — has blossomed.

Project Objective

Increased Sustainability

The City of Sault Ste. Marie's Immigration Web Portal must have the capacity to endure and be sustainable on its own to ensure its longevity. If anything happens to funding it is essential that the City of Sault Ste. Marie be able to sustain the portal. Discoverthesault.ca currently relies on the City of Sudbury to sustain the website through their content management system. If for some reason mySudbury.ca did not have the resources or funding to continue operation, Discoverthesault.ca would also be at risk. The primary goal behind this project is sustainability. The main objective is to have www.discoverthesault.ca supported on its own content management system and to have its operation reside within Sault Ste. Marie. The portal has grown and developed through 4 phases and by this point it makes sense to have it sustained on its own.

Some of the main objectives for this project are:

- To have a solid content migration plan prior to beginning the project.
- To choose the best software and CMS to support our immigration web portal.
- Complete the installation of the new content management system successfully and populate the new site with all existing content without issue.
- Launch the portal on its new CMS with tweaks and improvements where necessary.
- Seek feedback on the new web portal after its launch to ensure it is running perfectly and visitors remain pleased with its appearance and resources.

Project Breakdown

Analysis

The project will commence in June 2012 and will continue until March 31st, 2013. We are currently completing our fourth phase of funding from the Ministry of Citizenship and Immigration and will experience a slight overlap of the two projects. The overlap will not affect the progress of our current project, as the web portal staff will guarantee that the larger workload begin in August 2012, when the fourth phase project is complete. The analysis of software options will begin in June and negotiations with the City of Sudbury will be necessary prior to transferring any content.

Installation

By August 2012 the Discover the Sault staff will begin the installation of all software and confirm themes, skins and complete testing before beginning the full portal migration. Once the new content management system architecture is complete, it will be easier to create a detailed approach to migrating all portal content and information. The actual migration of materials from the City of Sudbury's content management system to the City

of Sault Ste. Marie's new content management system will be an intricate process and all information will need to be populated onto Sault Ste. Marie's CMS manually.

Migration of Content

Once our fourth phase of funding from the Ministry of Citizenship and Immigration is complete on August 31st 2012, the portal migration onto a new content management system will begin. The new database will mimic the existing portal, and will operate in the same way. The new content management system will be populated with content manually, therefore each page will be copied and pasted onto the new CMS by Discover the Sault staff. All pictures and written content will be transferred from Sudbury's CMS to Sault Ste. Marie's new host site. The Video Library is currently hosted by the City of Sault Ste. Marie therefore it will not be difficult to transfer. All other sections of the web portal will need to be transferred from the Sudbury host site to Sault Ste. Marie during this project. This will need to be done for all 6 languages. Any necessary improvements and updates to the web portal will be done so during the migration project, therefore when the portal is launched on its new CMS it will be re-established and current for new and returning visitors. Overall, allowing the Sault Ste. Marie immigration web portal to be hosted locally from its own content management system will ultimately improve its total sustainability.

Soft Launch

After the installation of software is complete and the new content management system is fully populated with the web portal's original theme and content, the finished product will be evaluated and tested by local professionals and service providers. Discover the Sault staff will hold a soft launch of the new immigration web portal to retrieve professional opinions on new changes and the updated appearance of www.discoverthesault.ca. The soft launch will preview the web portal on its new CMS to those professionals who reference the portal regularly. This soft launch will confirm any problems or technical errors before the actual launch of the immigration web portal on its new content management system. Some of the organizations that will be involved in the soft launch are:

- Sault Community Career Centre/New to the Sault
- Algoma University
- Sault College
- Economic Development Corporation
- SSM Innovation Centre
- Indian Friendship Centre
- Unity and Diversity
- Canada Border Services Agency
- City Council members
- Essar Steel Algoma
- Algoma Multicultural Centre
- AWIC
- Northland Adult Learning Centre
- United Way
- Tenaris Algoma tubes
- Destiny Sault Ste. Marie
- Metis Nation of Ontario
- Local Immigration Partnership

The soft launch participants will be contacted through our Local Immigration Partnership, and most organizations above are council members. The soft launch will act as a feedback session allowing Discover the Sault staff to collect suggestions regarding the functionality and visual appeal of the new web portal. Our goal is to have www.discoverthesault.ca remain identical to its current status and appearance and with the right CMS and software this should be achievable.

Following the soft launch will be the actual public launch of the web portal on its new content management system, hosted locally by the City of Sault Ste. Marie. Discoverthesault.ca will be hosted independently by March 2013, concluding the portal migration project.

Anticipated Timeline

Timeline										
Analysis										
Installation										
Migration of Content										
Soft Launch										
Project Launch										
	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
	12	12	12	12	12	12	12	13	13	13

Technical Plan

- Installation of content management system
- Testing of software and theming/skinning of web portal to recreate look and feel of existing portal.
- Populate content management system manually with all content from existing portal
- Update DNS (domain name servers) so that www.discoverthesault.ca points to the City's web servers rather than Sudbury's.

Success Measurement

1. Feedback from partners and professionals within the Soft Launch groups.
2. Contact with new immigrants in Sault Ste. Marie.
3. Final appearance of web portal on new CMS.
4. Increased number of visitors (new and returning): using Google Analytics.
5. Web portal is fully sustainable on its own CMS.
6. Feedback from Discover the Sault visitors on web portal's appearance, content and functionality via feedback forms.

Project Organization and Governance

The lead agency and applicant for the project will be the City of Sault Ste. Marie. The City will act as the contracting entity with MCI and will assume full responsibilities of meeting the terms and conditions therein including:

- Accountability for and reporting of financial matters;
- Accountability for and reporting on project deliverables;
- Employment and supervision of project staff;
- Provision of workspace for project staff.

The City of Sault Ste. Marie's Manager of Information Technology division will remain the lead senior staff for the project. The staff lead will have overall responsibility for carrying out the program deliverables and will directly oversee all IT matters.

The Discoverthesault.ca staff will also work closely with the City's Social Services Department leading the Local Immigration Partnership.

10(h)

SCHEDULE "D"
BUDGET

Project Budget	Cash	In-Kind
Human Resources		
Advisory Committee		\$10,000.00
Project Supervision	\$15,000.00	
Subtotal	\$15,000.00	\$10,000.00
Wages, Benefits and Training(Project Time Frame)		
Web Developer/Technician	\$34,000.00	
Employee Benefits/MERC	\$8,160.00	
Staff Training	\$2,000.00	
Subtotal	\$44,160.00	
Video Portal CMS Development		
Portal Content Management System Development Software	\$16,000.00	
Subtotal	\$16,000.00	
PROPOSAL SUBTOTAL	\$75,160.00	
Administration/Overhead (10% of Proposal Subtotal)	\$7,516.00	
Total Cash and In-Kind	\$82,676.00	\$10,000.00
Project Total	\$92,676.00	

10(i)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-137

BUILDING: (B1) A by-law to provide access for the construction of a fence located at 112 Fort Creek Drive.

WHEREAS Joanne Logan and Bernie Logan are the registered owners of civic number 112 Fort Creek Drive, Sault Ste. Marie, hereinafter referred to as the "Logan Property"; and

WHEREAS the owners of the Logan Property have retained Capco Construction, ("the Contractor") to construct a fence at the Logan Property; and

WHEREAS Patrick Poluck and Eleanor Poluck are the registered owners of the adjoining property, namely civic number 108 Fort Creek Drive, Sault Ste. Marie, hereinafter referred to as the "Poluck Property" and has refused entry onto the Poluck Property for the purpose of construction of this fence;

NOW THEREFORE The Council of The Corporation of the City of Sault Ste. Marie, pursuant to section 132 of the *Municipal Act, S.O. 2001*, **ENACTS** as follows:

1. The Contractor shall be allowed entry onto the Poluck Property for a period not to exceed two (2) weeks from the date of passing of this by-law to complete construction of the fence.
2. The Contractor shall be allowed entry onto the Poluck Property, not to exceed a distance of six (6) feet from the property line between the Poluck Property and Logan Property, onto the Poluck Property.
3. The Poluck Property shall be restored to its original condition following completion of construction of the fence and Bernie Logan and Joanne Logan shall provide compensation for any damage caused to the adjoining land as a result of the construction of this fence.
4. Bernie Logan and Joanne Logan shall further provide to Patrick Poluck and Eleanor Poluck, a letter exonerating Patrick Poluck and Eleanor Poluck from any liability with respect to the construction of this fence, prior to any construction commencing.
5. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 16th day of July, 2012.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

cl/staff/by-laws/by-law/2012-137

NOTICE THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy. CITY SOLICITOR

10(j)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-131

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 187 to the Official Plan for the City of Sault Ste. Marie (740 Fifth Line East).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 21 of the *Planning Act*, R.S.O. 1990, chapter P.13 and amendments thereto, ENACTS as follows:

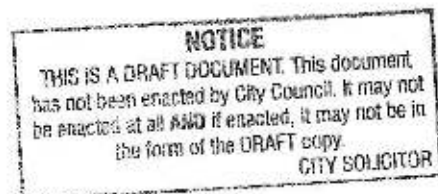
1. The Council hereby adopts Amendment No. 187 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 16th day of July, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

cf/Staff/zoning/2. OP bylaw/McLeod (Fifth line east)



10(j)

**AMENDMENT NO. 187
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE:

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

LOCATION:

Tarentorus PT SWS SEC 8 SW ¼ RP 1R12052 PARTS 1 and 2 located on the north side of Fifth Line East, approximately 286m west of its intersection with Shultz Side Road, 740 Fifth Line East.

BASIS:

This Amendment is necessary in view of the request to create a new rural residential lot, the second since December 2009, whereas Rural Area Policy 11 restricts new rural area lot creation to 1, counted from December 2009.

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

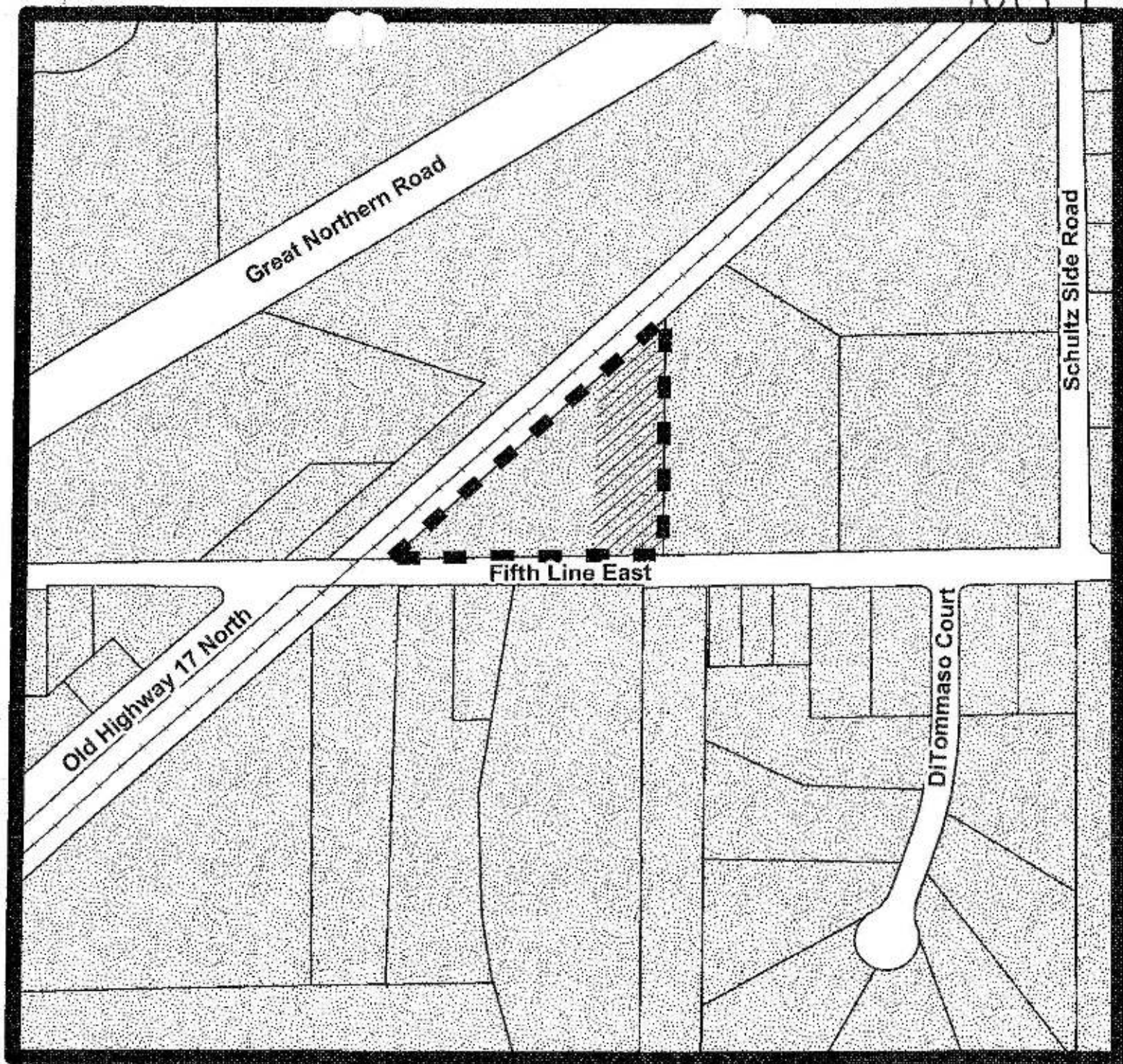
Council now considers it desirable to amend the Official Plan, by way of a notwithstanding clause to Rural Area Policy 11.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO:

127. Notwithstanding the Rural Area Policies of the Official Plan, the lands described as Tarentorus PT SWS SEC 8 SW ¼ RP 1R12052 PARTS 1 and 2 located on the north side of Fifth Line East, approximately 286m west of its intersection with Shultz Side Road, 740 Fifth Line East. The applicant may proceed with a severance application to the Committee of Adjustment.

INTERPRETATION

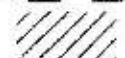
The provisions of the Official Plan as amended from time to time will be applied to this Amendment.



OFFICIAL PLAN LAND USE MAP

740 FIFTH LINE EAST

Planning Application
A-20-12-OP

-  Subject Property = 740 Fifth Line East
-  Proposed Lot [51.8m frontage]

Land Use Designation

-  Rural Area

OPA 187



Metric Scale
1 : 4000

Maps
504 & 2-62

Mail Label ID
A-20-12-OP

10(14)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-132

PARKING: (P.1.2.4.) 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 16th day of July, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

cf Bylaws\2012\2012-132 Parking Officers – Private lots

NOTICE THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy. CITY SOLICITOR

WAGE SPECIAL CONTRACT	EMPLOYEE	PROPERTY LOCATION
12	HOUSE BRIAN	ALGOMA UNIVERSITY
20	MCLEOD, BOB	1520 QUEEN ST E
30	REXDELL, VERN	370 QUEEN ST E & APARTMENTS & 27 KING ST.
35	ORR, DEREK	STATION WALL STATION & STATION TOWER
39	BARONE, MARCELLO	REGENT PRO DAVEY HOME/CHOCQUE/SCENTREST MARY'S PAPER/ELGIN TOWER/APH
100	SEBECIO, JOHN LUDVIC	ALGOMA UNIVERSITY
110	TAYLOR, GARY	1070 QUEEN ST E
115	LEE, RICHARD JOHN	DENTAL BUILDING
135	GAIN, JOSEPH	018 & 215 QUEEN ST E
151	CATER, DEREK, RAYMOND	ALGOMA UNIVERSITY
152	TASCOONE, WID	1520 QUEEN ST E
156	BUMBAUGH, PHILIP, CARMEN	REGENT PRO DAVEY HOME/CHOCQUE/SCENTREST MARY'S PAPER/ELGIN TOWER/APH
170	DACOSTA, ROSEMARY	795 QUEEN ST E
181	MACDONALD, STEVEN, GEORGE	STATION WALL STATION & STATION TOWER
190	STADROCK, LAURA LEE	11 & 131 EAST ST.
210	MASON, STEPHEN	SEYMOUR SCHOOL BOARD PROPERTIES
241	COGNILL, ROBBY	STATION WALL STATION & STATION TOWER
242	CHAM, GILBERT	REGENT PRO DAVEY HOME/CHOCQUE/SCENTREST MARY'S PAPER/ELGIN TOWER/APH
240	CHAM, LINDA	75 & 131 EAST ST / 125 SECOND LINE W
270	TRAYSON, LUTHER, AND TERRY	75 & 131 EAST ST / 125 SECOND LINE W
287	CORBIERE, JOHN, FRED	A UNIVERSITY/ESSAR CENTRE/CAMERIAN WALL CHURCH/ILLAPINE PLAZA/TENARIS COLLEGE
278	SMITH, DENIS, ROBERT	REGENT PRO DAVEY HOME/CHOCQUE/SCENTREST MARY'S PAPER/ELGIN TOWER/APH
314	ANDERSON, PAUL, LINDA	CROSS - COUNTRY AIRPORT
321	LORENZO, COREY	ONTARIO REALTY CORP/OPENYA BONDAR PLAZA/26 QUEEN ST E
324	WILDER, BRADLEY	REGENT PRO DAVEY HOME/CHOCQUE/SCENTREST MARY'S PAPER/ELGIN TOWER/APH
330	GROSSO, DONALD	CITY OF SAULT STE MARIE TRANSIT SERVICE AREAS
340	CHILL, JAMAL, JOHN	A UNIVERSITY/ESSAR CENTRE/CAMERIAN WALL CHURCH/ILLAPINE PLAZA/TENARIS COLLEGE
344	PARME, KENNETH	REGENT PRO DAVEY HOME/CHOCQUE/SCENTREST MARY'S PAPER/ELGIN TOWER/APH
346	HACKETT, JON, VACANT	DAYS INN
354	STEEVES, ROBERT	CITY OF SAULT STE MARIE BELLEVUE MARINA & BONDAR MARINE & PARK
360	TRINNOW, VICTORIA	REGENT PRO DAVEY HOME/CHOCQUE/SCENTREST MARY'S PAPER/ELGIN TOWER/APH
368	DASHMUTH, MARY	REGENT PRO DAVEY HOME/CHOCQUE/SCENTREST MARY'S PAPER/ELGIN TOWER/APH
370	HANSEN, LOUIS	CROSS - COUNTRY AIRPORT
372	BENOIT, ALAN	ON FINNISH HOME ASS.
374	TAVEL, ANDRE	ON FINNISH HOME ASS.
376	FANN, ROBERT	CITY OF SAULT STE MARIE TRANSIT SERVICE AREAS
377	SACKERO, PAUL	CROSS - COUNTRY AIRPORT
384	BORDAIRE, OR	REGENT PRO DAVEY HOME/CHOCQUE/SCENTREST MARY'S PAPER/ELGIN TOWER/APH
386	SAY, DICK, KEVIN	CITY OF SAULT STE MARIE BELLEVUE MARINA & BONDAR MARINE & PARK
391	WGLEOOD, HEATHER	REGENT PRO DAVEY HOME/CHOCQUE/SCENTREST MARY'S PAPER/ELGIN TOWER/APH
397	LAPRANDE, IVON	NORTH EAST SECURITY
400	JOHNSON, MICHAEL	A UNIVERSITY/ESSAR CENTRE/CAMERIAN WALL CHURCH/ILLAPINE PLAZA/TENARIS COLLEGE
406	HUSON, BRIAN	A UNIVERSITY/ESSAR CENTRE/CAMERIAN WALL CHURCH/ILLAPINE PLAZA/TENARIS COLLEGE
408	MATCHETT, DASEY	22 BAY ST (FEDERAL BUILDING)
409	LEBLAND, GERALD	REGENT PRO DAVEY HOME/CHOCQUE/SCENTREST MARY'S PAPER/ELGIN TOWER/APH
410	POWELL, HAROLD	REGENT PRO DAVEY HOME/CHOCQUE/SCENTREST MARY'S PAPER/ELGIN TOWER/APH
411	MOORE, ROBERT	CROSS - COUNTRY AIRPORT
412	HILL, MICHAEL	CORPS OF COMM
416	FEDIANO, ANTONIO	CROSS - COUNTRY AIRPORT
420	HANDEL, LUTHER, DAN	CORPS OF COMM
430	PUSCO, DOMINGO	SAULT HOSPITAL
431	DICKSON, SHANE	TRAVELodge
432	TRUMBULL, GEORGE	A UNIVERSITY/ESSAR CENTRE/CAMERIAN WALL CHURCH/ILLAPINE PLAZA/TENARIS COLLEGE
438	TAYLOR, JOSEPH	REGENT PRO DAVEY HOME/CHOCQUE/SCENTREST MARY'S PAPER/ELGIN TOWER/APH
440	HANMER, FREDERICK	ONTARIO REALTY CORP/OPENYA BONDAR PLAZA/26 QUEEN ST E
441	WILSON, DAVID	A UNIVERSITY/ESSAR CENTRE/CAMERIAN WALL CHURCH/ILLAPINE PLAZA/TENARIS COLLEGE
442	WAGLEMAN, ANDREW, RAY	REGENT PRO DAVEY HOME/CHOCQUE/SCENTREST MARY'S PAPER/ELGIN TOWER/APH
443	MARILL, MARK	REGENT PRO DAVEY HOME/CHOCQUE/SCENTREST MARY'S PAPER/ELGIN TOWER/APH
444	KIRK, JONATHAN	REGENT PRO DAVEY HOME/CHOCQUE/SCENTREST MARY'S PAPER/ELGIN TOWER/APH
445	BALL, DAVID, DANA	SAULT COLLEGE
447	FRIGAUT, JESSE	REGENT PRO DAVEY HOME/CHOCQUE/SCENTREST MARY'S PAPER/ELGIN TOWER/APH
450	CHAPMAN, DANIEL	REGENT PRO DAVEY HOME/CHOCQUE/SCENTREST MARY'S PAPER/ELGIN TOWER/APH
452	ROGERS, RICHARD	A UNIVERSITY/ESSAR CENTRE/CAMERIAN WALL CHURCH/ILLAPINE PLAZA/TENARIS COLLEGE
453	BERNARD, RICHARD	REGENT PRO DAVEY HOME/CHOCQUE/SCENTREST MARY'S PAPER/ELGIN TOWER/APH
455	BOYCHU, CLAUDE	REGENT PRO DAVEY HOME/CHOCQUE/SCENTREST MARY'S PAPER/ELGIN TOWER/APH
458	COKEYBEARE, KEVIN	REGENT PRO DAVEY HOME/CHOCQUE/SCENTREST MARY'S PAPER/ELGIN TOWER/APH
459	ROBINSON, GORDON	A UNIVERSITY/ESSAR CENTRE/CAMERIAN WALL CHURCH/ILLAPINE PLAZA/TENARIS COLLEGE
460	SLEEMAN, RAY	SAULT AREA HOSPITAL
460	BOUQUET, DAN	SAULT AREA HOSPITAL
462	SAULT, AMES	SAULT AREA HOSPITAL
463	MORIN, ER	SAULT AREA HOSPITAL
464	CHOUVARD, RYAN	431 BAY ST
465	DELAVAL, JUDITH	A UNIVERSITY/ESSAR CENTRE/CAMERIAN WALL CHURCH/ILLAPINE PLAZA/TENARIS COLLEGE
467	BERNIER, JUNE	A UNIVERSITY/ESSAR CENTRE/CAMERIAN WALL CHURCH/ILLAPINE PLAZA/TENARIS COLLEGE
468	ANDRE, RICHARD	A UNIVERSITY/ESSAR CENTRE/CAMERIAN WALL CHURCH/ILLAPINE PLAZA/TENARIS COLLEGE
469	SAUTEL, DOMINGO	A UNIVERSITY/ESSAR CENTRE/CAMERIAN WALL CHURCH/ILLAPINE PLAZA/TENARIS COLLEGE
470	WAGLEMAN, ANDREW, RAY	A UNIVERSITY/ESSAR CENTRE/CAMERIAN WALL CHURCH/ILLAPINE PLAZA/TENARIS COLLEGE
471	BOYCHU, CHRISTOPHER	A UNIVERSITY/ESSAR CENTRE/CAMERIAN WALL CHURCH/ILLAPINE PLAZA/TENARIS COLLEGE
472	BOYCHU, ANDREW	REGENT PRO DAVEY HOME/CHOCQUE/SCENTREST MARY'S PAPER/ELGIN TOWER/APH
474	MANCUSO, ANTHONY	A UNIVERSITY/ESSAR CENTRE/CAMERIAN WALL CHURCH/ILLAPINE PLAZA/TENARIS COLLEGE
475	TOURANGE, RENEE	REGENT PRO DAVEY HOME/CHOCQUE/SCENTREST MARY'S PAPER/ELGIN TOWER/APH
477	BROWLEY, DAVID	SAULT AREA HOSPITAL
478	GROULX, VANCE	SAULT AREA HOSPITAL

481 APOD,BRIAN NORTH EAST SECURITY A UNIVERSITY/ESSAR CENTRE/CAMERIAN MALL CHURCHILL LANE PLAZA/STENARIS COLLEGE

482 LEWIS,COLLE, BRACE CORPS OF COMM SAULT AREA HOSPITAL

484 MCLEOD,VIRGINIA CITY OF SAULT STE MARIE'S SEULUVE MARINA & BONDAR MARINE & PARK

485- AMSTRONG,KENNETH CITY OF SAULT STE MARIE'S SEULUVE MARINA & BONDAR MARINE & PARK

486 LONG,NATIA ST.NORTHERN RET HOME 760 GREAT NORTHERN RD.

487 ROUGEAD,MANISA ST NORTHERN RET HOME 760 GREAT NORTHERN RD.

488 LEFUR,MARILYN ST NORTHERN RET HOME 780 GREAT NORTHERN RD.

489 MOQUEEN,WANDA ST NORTHERN RET HOME 790 GREAT NORTHERN RD.

490 LUKTON,JEFF ST NORTHERN RET HOME 760 GREAT NORTHERN RD.

492 HARKIN,MICHAEL NORTH EAST SECURITY A UNIVERSITY/ESSAR CENTRE/CAMERIAN MALL CHURCHILL LANE PLAZA/STENARIS COLLEGE

493 BROWN,FRASER NORTH EAST SECURITY A UNIVERSITY/ESSAR CENTRE/CAMERIAN MALL CHURCHILL LANE PLAZA/STENARIS COLLEGE

494 SHWFEIT,CODY GWS SECURITY CROSS COUNTRY AIRPORT

497 ALLER,ROBERT NORPRO SECURITY REGENT PRO/DAVEY HOME/HQ/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH

498 MARQUES,STEVEN NORPRO SECURITY REGENT PRO/DAVEY HOME/HQ/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH

499 SCALLI,NICOLA NORPRO SECURITY REGENT PRO/DAVEY HOME/HQ/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH

500 CASBY,JOSHUA NORPRO SECURITY REGENT PRO/DAVEY HOME/HQ/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH

501 GUARRELL,ROBERT ELECTRONIC MANAGEMENT 821 607,631 MACDONALD AVE

502 HAMEL,CHRIS ELECTRONIC MANAGEMENT 821 607,631 MACDONALD AVE

503 HAMEL,MELANIE ELECTRONIC MANAGEMENT 821 607,631 MACDONALD AVE

505 JONES,CHELSEY NORTH EAST SECURITY A UNIVERSITY/ESSAR CENTRE/CAMERIAN MALL CHURCHILL LANE PLAZA/STENARIS COLLEGE

507 SKYTHE,RICHARD BANK OF MONTREAL 608 QUEEN ST E

509 WATZALO,JOE CORPS OF COMM SAULT AREA HOSPITAL

511 ADAIR,BRENDAN CORPS OF COMM SAULT AREA HOSPITAL

512 DIMMA,JUSTIN CORPS OF COMM SAULT AREA HOSPITAL

513 MENOCH,KEN CORPS OF COMM SAULT AREA HOSPITAL

514 BOFFERRO,BRIAN CORPS OF COMM SAULT AREA HOSPITAL

515 VANIGCHIL,WATT CORPS OF COMM SAULT AREA HOSPITAL

516 SAY,JAMES NORTH EAST SECURITY A UNIVERSITY/ESSAR CENTRE/CAMERIAN MALL CHURCHILL LANE PLAZA/STENARIS COLLEGE

517 SOY,IRUNDA NORTH EAST SECURITY A UNIVERSITY/ESSAR CENTRE/CAMERIAN MALL CHURCHILL LANE PLAZA/STENARIS COLLEGE

518 TRAPASSO,GRANT NORPRO SECURITY REGENT PRO/DAVEY HOME/HQ/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH

519 FRAGOMENI,JOSEPH CORPS OF COMM SAULT AREA HOSPITAL

520 THOMPSON,JOHN CORPS OF COMM SAULT AREA HOSPITAL

522 MCNAMA,STEVEN NORTH EAST SECURITY A UNIVERSITY/ESSAR CENTRE/CAMERIAN MALL CHURCHILL LANE PLAZA/STENARIS COLLEGE

523 MCPRIDE,GUY NORTH EAST SECURITY A UNIVERSITY/ESSAR CENTRE/CAMERIAN MALL CHURCHILL LANE PLAZA/STENARIS COLLEGE

524 DUNLOP,DAVID NORTH EAST SECURITY A UNIVERSITY/ESSAR CENTRE/CAMERIAN MALL CHURCHILL LANE PLAZA/STENARIS COLLEGE

525 ADHETTA,CHRIS NORPRO SECURITY REGENT PRO/DAVEY HOME/HQ/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH

526 JOHNSTON,CORY NORTH EAST SECURITY A UNIVERSITY/ESSAR CENTRE/CAMERIAN MALL CHURCHILL LANE PLAZA/STENARIS COLLEGE

527 KOWAK,BILL NORPRO SECURITY REGENT PRO/DAVEY HOME/HQ/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH

528 ROMAN,GERALDINE NORTH EAST SECURITY A UNIVERSITY/ESSAR CENTRE/CAMERIAN MALL CHURCHILL LANE PLAZA/STENARIS COLLEGE

530 WADE,SAMUEL NORPRO SECURITY REGENT PRO/DAVEY HOME/HQ/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH

531 AHIABOSE,ENOHUOGBEN NORPRO SECURITY REGENT PRO/DAVEY HOME/HQ/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH

532 BROUILLARD,BERNARD NORPRO SECURITY REGENT PRO/DAVEY HOME/HQ/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH

533 STELLERT,CHRISTIAN NORPRO SECURITY REGENT PRO/DAVEY HOME/HQ/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH

(WLR)

10(1)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2012-133

PARKING: (P.1.2.4.) A by-law to appoint by-law enforcement officers to enforce the by-laws of the Corporation of the City of Sault Ste. Marie.

WHEREAS from time to time persons have been appointed by-law enforcement officers;

THEREFORE 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 93-165 REPEALED**

Schedule "A" to By-law 93-165 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 16th day of July, 2012.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

cf Bylaws\2012\2012-133 City Parking Officers

NOTICE

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.

CITY SOLICITOR

SCHEDULE "A"

Don Scott	1
Sam Piraino	3
David Etchells	51 (Mechanic)
Renee Vanderklift	71
Frank Jolicoeur	72
Alan Smith	81
Dave Devoe	84
Edward Pigeau	89
Terry Boston	91
Joyce Whitmell	93

10(m)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2012-142

PROPERTY ACQUISITION: (P.4.5.376) a by-law to authorize the City's acquisition of property located on McNabb Street, being described as Part of Lot 15, Plan 51476, being Part 24 on Plan 1R-9431 from Dick's Garage Limited.

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

1. **PROPERTY ACQUISITION**

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule "A" hereto at a price not exceeding the consideration respectively provided therefore in said Schedule "A".

2. **EXECUTION OF DOCUMENTS**

The Mayor and Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the said acquisition.

3. **SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

4. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 16th day of July, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

\\LEGAL\STAFF\W\J\AS\2012-142 PROPERTY ACQUISITION DICK'S GARAGE LIMITED PT 24 112901.DOC

NOTICE

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.

CITY SOLICITOR

SCHEDULE "A" TO BY-LAW 2012-142

PURCHASER: The Corporation of the City of Sault Ste. Marie

VENDOR: DICK'S GARAGE LIMITED

ADDRESS: McNabb Street Property
Legally described as Part of Lot 15, Plan 51476 being
Part 24 on Plan 1R-9431; SAULT STE. MARIE

CONSIDERATION: \$5,000.00
(subject to usual adjustments)

10(n)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2012-138

TEMPORARY STREET CLOSING: (S.2.) A by-law to permit the temporary closing of Wilson Street from Bruce Street to Cedar Street from July 17, 2012 to August 31, 2012 to facilitate the replacement of the sanitary sewer.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF WILSON STREET**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Wilson Street from Bruce Street to Cedar Street from July 17, 2012 to August 31, 2012 to facilitate the replacement of the sanitary sewer.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in Open Council this 16th day of July, 2012.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

da\LEGAL\STAFF\BYLAWS\2012\2012-138 TEMP. ST. CLOSING - WILSON ST.DOC

NOTICE

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.

CITY SOLICITOR

ADDENDUM

REGULAR MEETING OF CITY COUNCIL

2012 07 16

4:30 P.M.

COUNCIL CHAMBERS

3. APPROVE AGENDA AS PRESENTED

Mover: Councillor S. Butland

Seconder: Councillor J. Krmpotich

Resolved that the Addendum #1 for the 2012 07 16 City Council meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

PART ONE – CONSENT AGENDA

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

1) Changes to the Ontario Works Benefits Resulting from 2012/2013 Provincial Budget

Additional correspondence is attached for the consideration of Council.

Mover: Councillor P. Mick

Seconder: Councillor P. Christian

Whereas the DSSAB Board of Directors has provided City Council a copy of a resolution passed at the most recent DSSAB Board Meeting dated July 11, 2012 Agenda Item 5.(4); and

Whereas this resolution addresses recent changes announced in the Provincial Budget scheduled to take effect July 1, 2012 that would "cap" the subsidy to discretionary benefits for social assistance recipients and health related items; and

Whereas this could impact in excess of 5,000 Ontario Works and Ontario Disability Support Program clients in our service area;

Now Therefore Be It Resolved that City Council endorse the DSSAB resolution that includes their request to the Province to not implement any intended

changes and to consult with specific municipal associations such as OMSSA, AMO and NOSDA regarding this urgent and serious matter.

- bb) A letter from Michel Poirer, General Manager/Owner of Northern Lights concerning laser displays on city property is attached for the consideration of Council.

Mover: Councillor R. Niro

Seconder: Councillor S. Myers

Now Therefore Be It Resolved that the letter from Michel Poirer owner of Northern Lights be received and referred to the Planning Department and the Legal Department to consider the request of conducting laser projection images and animations on city owner properties; and

Further that staff attempt to have the report back to Council for the August 13 council meeting.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

(1) ADMINISTRATION

(2) COMMUNITY SERVICES DEPARTMENT

(3) ENGINEERING

(4) FIRE

(5) LEGAL

(6) PLANNING

- c) **Application No. A-11-12-Z.OP – Premiere Landscaping and Garden Centre Inc. – 1465 Maki Rd**

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

Mover: Councillor P. Christian

Seconder: Councillor F. Manzo

Resolved that the report of the Planning Division dated 2012 07 16 concerning Application No. A-11-12-Z.OP – filed by Premiere Landscaping and Garden Centre Inc. - 1465 Maki Road be received and that City Council defer this application until September 10, 2012 so that staff can review and report back to City Council on the possibility of allowing limited residential development within certain parts of the Shield Zone.

(7) PUBLIC WORKS AND TRANSPORTATION

(8) BOARDS AND COMMITTEES

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

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

9. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

10. CONSIDERATION AND PASSING OF BY-LAWS

Commissioner
Kim Streich-Poser MSW, R.S.W.



Division Heads:
Finance – David Petersson
Ontario Works – Patti LeBel
Housing Operations – Jeff Barban
Housing Programs – Rick Cobean
Community Child Care – Carla Fairbrother

Social Services Department
 540 Albert Street East
 Sault Ste. Marie, Ontario
 P6A 7A7

Ontario Works 759-5266
Fax 759-1796
Housing Operations 946-2077
Fax 946-5628
Housing Programs 541-7326
Fax 759-6212
Community Child Care 541-7321
Fax 541-7320

2012 07 12

David Oraziotti, MPP
 432 Great Northern Road
 Unit 202 2nd Floor
 Sault Ste. Marie, ON, P6B4Z9

Dear Mr. Oraziotti:

Please be advised that, due to the reduction of our discretionary health and non-health benefits, effective July 1st, we have had to reduce our spending in this area by 40%. This has resulted in many difficult decisions regarding client need and our ability to provide funding to the most vulnerable in the community - the Ontario Works and ODSP clientele.

Please find attached specifics as to the reductions that have been circulated to our participants, community partners, as well as community vendors.

I would welcome the opportunity to speak with you regarding these drastic cuts and look forward to hearing from you in the near future. I can be reached at 705 759-5453 or by email at p.lebel@cityssm.on.ca

Sincerely,

Patricia LeBel, MSW, R.S.W.
 Program Manager
 Ontario Works

PL:sf
 Atch.

cc Peggy Greco, Prince Township
 David Edgar, Chair DSSMSSAB
 Kim Streich-Poser, Commissioner Social Services
 Joe Fratesi, CAO, City of Sault Ste. Marie

Ontario Works Discretionary Benefits Framework Effective July 1st, 2012

In accordance with the new financial restrictions being placed on Ontario Works effective July 1st, 2012, the following framework will be utilized to ensure available funds are distributed objectively, to those with the most need, and for those services deemed to be medically necessary.

All clients requesting discretionary items will be required to complete a budget worksheet with a case manager, identifying both their income and monthly budgetary items. Items identified as costs will require receipts and visual verification of documentation. Items will only be issued after the worksheet is completed and need is assessed.

There will be financial caps and most services/items will be reduced by 40% from what has previously been spent on such items. All medical requests will need to be accompanied by a physician's prescription, as well as documentation as to why the item is medically necessary.

As of July 1st, the following services are no longer available.

- Physiotherapy
- Chiropractic Services
- Massage Therapy

Following is a list of items that is not assumed to be all encompassing, but a guideline.

Items that are deemed to be exceptional, or not within the frame, will be considered on a case by case basis by a committee comprised of the program manager, a designated unit manager and a front line staff member.

Heat/Hydro

No ability to cover under this fund.

Health Related Caps

Emergency Dental	Reduced to 55% of ODA fee guide, AHU will administer
Prosthetics	Maximum of \$500 lifetime - \$750 with PM approval
Other assistive devices	60% of cost to a maximum of \$500
Wheelchairs	Maximum of \$500 lifetime - \$750 with PM approval
Hearing Aides	Maximum of \$500 lifetime - \$750 with PM approval
Glasses	Maximum of \$125.00 single vision - Bifocals \$140.00

Prescription drugs

If the drug is not in the Formulary, it will not be covered. Clients must utilize the exceptional program.

Non-health related Caps**Travel and Transportation**

Transient transportation to next location only: Thunder Bay or Sudbury.

Dentures	Maximum \$960.
Partials Dentures	60% of cost up to \$500.
Baby Supplies	Maximum of \$300 (1 st child only)
Documentation	No
Food Vouchers	Only if food bank not available
Trustees	Discontinued paying any fees

Miscellaneous ODSP

Any requests under \$100 will be denied

Funerals

Only the indigent, no services, Maximum \$3,000 (will pursue preferred vendor).

Paternity Testing

To be determined

Psyche Vocational assessments

To be reviewed by Program Manager

Commissioner
Kim Streich-Poser MSW, R.S.W.



Division Heads:
Finance – David Petersson
Ontario Works – Patti LeBel
Housing Operations – Jeff Barban
Housing Programs – Rick Cobean
Community Child Care – Carla Fairbrother

Social Services Department
540 Albert Street East
Sault Ste. Marie, Ontario
P6A 7A7

Ontario Works 759-5266
Fax 759-1796
Housing Operations 946-2077
Fax 946-5628
Housing Programs 541-7326
Fax 759-5212
Community Child Care 541-7321
Fax 541-7320

2012 06 06

Dr. A. Northan, MOH
Algoma Public Health
294 Willow Avenue,
Sault Ste. Marie Ontario
P6B 0A9

Dear Dr. Northan:

RE: Changes to Ontario Works/Ontario Disability Support Program Dental Services

Thank you for meeting with Patti Lebel, Ontario Works Program Manager and myself on June 5, 2012 regarding the changes that have to be made to the existing contract for dental services for OW and ODSP clientele.

In the 2012/13 provincial budget, there are significant changes to the funding levels for discretionary health and non-health services. Historically, each of these budget lines were funded at \$8.95 per client per month or \$17.90 per client per month. In the provincial budget, it has been announced that these two funds are being combined and that the funding level will be collapsed to \$10.00 per client per month effective July 1, 2012. This, as you can see, results in a significant reduction in the amount of funding available to the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) to be able to fund the range of services currently covered under discretionary health and non-health services for OW and ODSP clients. It has also left us with little time to assess the impact and develop rational strategies to address this funding reduction.

Last year, in 2011, dental services coordinated and provided through the Algoma Public Health Board were 27.69% (\$272,954.55) of the discretionary health non health budget. Given the new funding levels, this amount is no longer affordable for DSSMSSAB. This amount was based on DSSMSSAB paying 80% of the Ontario Dental Association (ODA) fees for procedures deemed necessary, and an additional 10% administration fee. This however is not sustainable under the new funding model.

Based on our calculations, and the amount that we can make available annually for the future (annually), it will be necessary to reduce the level paid on the ODA fees to 55% for approved procedures. We will continue to pay the 10% administrative fee. Annually we will be limiting the dental services budget to \$187,500 which constitutes 27.69% of our new discretionary health and non-health funding envelope.

Our Ontario Works office is prepared to work with your staff to monitor the impact that this reduction will have and we are certainly open to alternative suggestions regarding the range of services that should be provided to our clientele, keeping in mind that we must work within the new fiscal reality.

Once again, thank you for meeting with us and I look forward to continuing our partnership on this contract.

Sincerely



Kim Streich-Poser, MSW, R.S.W.
Commissioner of Social Services

KSP:sf

cc: D. Oraziotti, MPP (Sault Ste. Marie)
M. Mantha, MPP (Algoma-Manitoulin)
D. Edgar, Chair DSSMSSAB
J. Fratesi, CAO, City of Sault Ste. Marie
P. Greco, Prince Township
K. Gioia, ODSP
R. MacKinnon, ODSP

Permission to conduct lasershow/animations on city properties

Northern Lights is a laser multimedia studio located at Algoma University which creates custom lasershow, animations, laser projected advertising and special effects for any occasion or event.

Northern Lights is seeking permission from the City of Sault Ste Marie to conduct its laser projection image/animations on city owned properties. Examples of intended properties are at the Art Gallery of Algoma, Millenium Fountain, MS Norgoma Ship and Roberta Bondar Pavillion, Bellevue Park Bandshell.

Northern Lights is forging a working relationship with the Art Gallery of Algoma. We are discussing with the art gallery to conduct laser animation workshops as part of their education mandate. We would like to exhibit and promote our workshop laser visual art on the exterior building surfaces of the art gallery and also against the millennium fountain. The fountain would make a wonderful water curtain for laser projected animations. It would also allow us to conduct various community sponsored events at these locations.

The MS Norgoma Ship deck would be a great location to setup for an atmospheric beam lasershow projected upwards into the sky.

The Roberta Bondar Pavillion is ideal to terminate and acknowledge various community event sponsors, as well as project exhilarating lasershow against the pavilion canvas.

The Bellevue Bandshell is another location to hold community events with laser terminated visuals.

Northern Lights would also like to conduct laser animated football visuals for the Sault Steelers organization at the John Rhode Complex. The projections would be displayed along the north exterior wall of the John Rhodes Complex.

Northern Lights is a member of ILDA (International Laser Display Association) which is a professional laser association. We are obligated to follow a code of ethics with public safety as priority.

Northern Lights performs its due diligence during setups and ensures all safety concerns are addressed prior to any shows.

If members of council have any questions or concerns please forward them to northern.lights@shaw.ca or call at 705-942-7927 Ext. 3165.

Yours Truly,

Michel Poirier C.E.T.

General Manager/ Owner

Northern Lights

www.northernlightlasers.com

www.facebook.com/northernlightlasers

Tel: 705-942-7927 Ext. 3165



6(6)(c)

Jerry D. Dolcetti, RPP
Commissioner

Donald B. McConnell, MCIP, RPP
Planning Director



ENGINEERING & PLANNING

DEPARTMENT

2012 07 12

Mayor Debbie Amaroso and
Members of City Council

RE: Application No. A-11-12-Z.OP – 1465 Maki Road
Filed by Premiere Landscaping & Garden Centre Inc.

PURPOSE

The applicant, Premier Landscaping & Garden Centre Inc., is requesting an Official Plan amendment and Rezoning in order to legalize the existing dwelling which was erected without a permit.

BACKGROUND

On March 19th, 2012, Council passed the following resolution:

"Resolved that the report of the Planning Division dated 2012 03 19 concerning Application No. A-11-12-Z.OP - Filed by Premiere Landscaping and Garden Centre Inc. be received and that this application be deferred until July 2012; further that staff report back to City Council with respect to the possibility of allowing limited residential development within certain parts of the Shield Zone."

ANALYSIS

Given the analysis, consultation and notice requirements associated with this review, it is requested that Council defer this application until September 10th, 2012.

IMPACT

Deferring this application will give staff an opportunity to review among other things, the long term financial and maintenance impacts of allowing limited development within certain areas of the Shield Zone.

The Corporation of the City of Sault Ste. Marie

P.O. Box 580 ~ 99 Foster Drive ~ Sault Ste. Marie, ON P6A 5N1

Telephone: (705) 759-5368 ~ Fax: (705) 541-7165

www.cityssm.on.ca ~ d.mcconnell@cityssm.on.ca

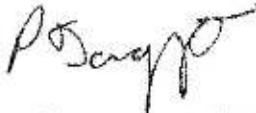
STRATEGIC PLAN

Deferring this application will not directly impact the Corporate Strategic Plan.

RECOMMENDATION

That City Council defer this application until September 10th so that staff can review and report back to City Council on the possibility of allowing limited residential development within certain parts of the Shield Zone.

Respectfully submitted,



Peter Tonazzo, MCIP, RPP
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

PT/ps

attachment(s)