

AGENDA

REGULAR MEETING OF CITY COUNCIL

2013 02 19

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover: Councillor S. Myers

Seconder: Councillor F. Fata

Resolved that the Minutes of the Regular Council Meeting of 2013 02 04 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. Myers

Seconder: Councillor M. Bruni

Resolved that the Agenda for 2013 02 19 City Council meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- a) Ago Lehela, Chair, Estonian Association of Sault Ste. Marie will be in attendance concerning the proclamation – Estonian Independence Day.
- b) Madison Zuppa and Stephanie Pagnucco will be in attendance concerning the proclamation – STRIVE: Young Professionals Group.
- c) Kathy Fisher, Curator, Ermatinger•Clergue National Historic Site will be in attendance concerning agenda item 6.(1)(a).

- d) Mike Lebel, Superintendent, Public Works and Transportation will be in attendance concerning best practice presentation – Compost Production at Public Works.

PART ONE – CONSENT AGENDA

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

Mover: Councillor T. Sheehan

Seconder: Councillor F. Fata

Resolved that all the items listed under date 2013 02 19 – Part One – Consent Agenda be approved as recommended.

- a) Correspondence from AMO, FONOM is attached for the information of Council.
- b) Correspondence from the North Channel Marine Tourism Council Inc. to the Minister of Finance regarding low water levels is attached for the information of Council.
- c) Correspondence from Mayor Amaroso congratulating MPP David Oraziotti on his appointment to provincial cabinet as Minister of Natural Resources is attached for the information of Council.

d) **Staff Travel**

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

Mover: Councillor T. Sheehan

Seconder: Councillor M. Bruni

Resolved that the report of the Chief Administrative Officer dated 2013 02 19 concerning Staff Travel requests be approved as requested.

e) **RFP for Asset Management Facility Condition Assessment (2012TA01P)**

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

Mover: Councillor S. Myers

Seconder: Councillor F. Fata

Resolved that the report of the Manager of Purchasing dated 2013 02 19 be endorsed and that the proposal for the provision of an Asset Management Facility Condition Assessment, as required by the Finance Department, be accepted as recommended; and

Further Be It Resolved that funding for this assessment be drawn from the Facility Maintenance Reserve.

f) **Bell Mobility Inc. Agreement**

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

The relevant By-law 2013-034 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

g) **Revision to the Cultural Policy for the Corporation of the City of Sault Ste. Marie**

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

Mover: Councillor S. Myers

Seconder: Councillor M. Bruni

Resolved that the report of the Manager of Recreation and Culture dated 2013 02 19 concerning Revision to Cultural Policy be accepted and that the revisions to the policy as outlined in the report be approved.

h) **Request for Financial Assistance for National/International Sports Competitions – Richard MacLennan – Speed Skating**

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

Mover: Councillor T. Sheehan

Seconder: Councillor M. Bruni

Resolved that the report of the Manager of Recreation and Culture dated 2013 02 19 concerning Request for Financial Assistance for National/International Sports Competitions be accepted and the recommendation to provide a \$200 grant to Richard MacLennan (Canada Cup #3) be approved.

i) **Fourth Line East Davignon Creek Culvert Replacement – Engineering Agreement**

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

The relevant By-law 2013-037 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

j) **MTO Connecting Link Funding Program Cancellation**

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

Mover: Councillor T. Sheehan

Seconder: Councillor F. Fata

Resolved that the report of the Director of Engineering Services dated 2013 02 19 concerning MTO Connecting Link Funding Program Cancellation be accepted

and that correspondence be sent to the Honourable Glen Murray, newly appointed Minister of Transportation, urging him to:

1. Reinstate 75% funding program for municipal connecting links in continued recognition of the Province's responsibility to assist municipalities that service through traffic, with particular emphasis on the extensive impact it will have on the City of Sault Ste. Marie; or
Identify other grant funding for Sault Ste. Marie in particular for a five year capital plan for the widening of Second Line from Pine Street to Black Road, and Black Road from Second Line to McNabb Street, as well as eventual resurfacing of the other connecting links; and
2. Assume portions of our connecting link system so that the Province is 100% responsible for them; and
3. Renew efforts to complete the connection of Highway 17 (New) to Second Line at Black Road, and/or complete a by-pass around Sault Ste. Marie to connect Hwy 17 North and East.

k) Agreement for Transit Bus Interior and Exterior Advertising

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

The relevant By-law 2013-036 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

l) Bus Staging During Christmas and Community Day Parades

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

Mover: Councillor S. Myers

Seconder: Councillor F. Fata

Resolved that the report of the Manager of Transit and Parking dated 2013 02 19 concerning Bus Staging During Christmas and Community Day Parades be accepted and the recommendation that additional supervisory staff be provided at the staging area on parade days be approved.

m) Addition to Schedule 'A', By-law 77-200 – Traffic By-law

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

Mover: Councillor S. Myers

Seconder: Councillor M. Bruni

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2013 02 19 concerning Addition to Schedule 'A' – Traffic By-law 77-200 be accepted and that the necessary by-law amendment as outlined in the report be prepared for a future meeting of Council.

n) **Addition to Schedule 'A', By-law 77-200 Traffic By-law – Third Line East at the Hub Trail Entrance**

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

Mover: Councillor T. Sheehan

Seconder: Councillor F. Fata

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2013 02 19 concerning Addition to Schedule 'A' – Traffic By-law 77-200 Third Line East at the Hub Trail Entrance be accepted and that the necessary by-law amendment as outlined in the report be prepared for a future meeting of Council.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

(1) ADMINISTRATION

a) **Tall Ships 1812 Tour "Sails on the St. Marys" – July 19 – 21, 2013**

A report of the Manager of Audits and Capital Planning is attached for the consideration of Council.

Mover: Councillor T. Sheehan

Seconder: Councillor M. Bruni

Resolved that the report of the Manager of Audits and Capital Planning dated 2013 02 19 concerning Algoma 1812's Financial Assistance Policy application be received and the recommendation that the request for waiving port and venues fees at Roberta Bondar Pavilion/Marina from July 19-21, 2013 be approved based on past practice and the endorsement of the Community Services Department and Tourism Sault Ste. Marie.

b) **Creation of the Position of Deputy Mayor**

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

Mover: Councillor S. Myers

Seconder: Councillor M. Bruni

Resolved that the report of the City Clerk dated 2013 02 19 concerning Creation of the Position of Deputy Mayor be accepted and that the recommendation that a by-law formalizing the position of Deputy Mayor be drafted and brought to a future meeting of Council be approved.

c) Procedure By-law Review

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

Mover: Councillor T. Sheehan

Seconder: Councillor F. Fata

Resolved that the report of the City Clerk dated 2013 02 19 concerning Procedure By-law Review be accepted and that the recommendation that the proposed amendments be formalized into a new procedure by-law and brought to a future meeting of Council be approved.

(2) COMMUNITY SERVICES DEPARTMENT

(3) ENGINEERING

(4) FIRE

(5) LEGAL

(6) PLANNING

a) A-4-13-Z – filed by 1743503 Ontario Inc. – 496 Second Line West

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

Mover: Councillor S. Myers

Seconder: Councillor F. Fata

Resolved that the report of the Planning Division dated 2013 02 19 concerning application No. A-4-13-Z filed by 1743503 Ontario Inc – 496 Second Line West be received and that City Council approve this application and rezone the subject property from : "R2" (Single Detached Residential) zone to "R4" (Medium Density Residential) zone, subject to the following conditions:

1. That the required setback from the north lot line be reduced to 3m;
2. That the required setback from the south lot line be deducted to 7m;
3. That required parking is permitted in a required front yard and exterior side yard;
4. That the property be deemed subject to Site Plan Control.

Mover: Councillor F. Manzo

Seconder: Councillor J. Krmpotich

Whereas property owners in the area of 496 Second Line West have submitted correspondence requesting postponement of a decision with respect to planning application A-4-13-Z filed by 1743503 Ontario Inc. – 496 Second Line West to allow residents to circulate a petition;

Now Therefore Be It Resolved that item 6.(8)(a) planning application A-4-13-Z filed by 1743503 Ontario Inc. – 496 Second Line West be postponed to March 4, 2013.

(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
Second: Councillor P. Christian
Whereas Holy Cross Elementary School is a new school which was created as result of the amalgamation of several elementary schools in the east end of the city; and
Whereas the school has created increased pedestrian and vehicular traffic in the area; and
Whereas this increased traffic has resulted in alternative routes being sought by vehicles attempting to avoid possible congestion on Bennett Boulevard, the main artery adjacent to the school; and
Whereas vehicles travelling these alternative routes create potential safety hazards for children who must walk on these streets as a result of blocked sidewalks which, historically, did not require snow removal,
Now Therefore Be It Resolved appropriate City staff be requested to review the existing situation including meeting with appropriate Huron Superior Separate School Board personnel (i.e. the principal of Holy Cross, Michael Currier) and recommend possible solutions to maximize safety for pedestrians and drivers in the area.
- b) Mover: Councillor L. Turco
Second: Councillor T. Sheehan
Whereas Team Brad Jacobs recently won the Northern Ontario Men's Curling Championship, earning a sixth trip to the Tim Hortons Brier for Jacobs and the fourth consecutive title for Jacobs and his front end, E.J. Harnden and Ryan Harnden;
Now Therefore Be it Resolved that Council of the City of Sault Ste. Marie, on behalf of its citizens, congratulates Skip Brad Jacobs, E.J. Harnden, Ryan Harnden and Ryan Fry on their accomplishments to date and wishes them all success in the 2013 Tim Hortons Brier.
- c) Mover: Councillor L. Turco
Second: Councillor T. Sheehan
Whereas local athlete Rachelle Barbeau participated in the World Special Olympics Winter Games in Pyeongchang, South Korea from January 26 – February 6, 2013; and
Whereas these games are intended not only to promote awareness of various physical and mental conditions, but also the development of inclusive communities and the empowerment of athletes to achieve their goals; and

Whereas Rachelle Barbeau qualified for Team Canada by winning two gold medals and one silver in Alberta;

Now Therefore Be it Resolved that Council of the City of Sault Ste. Marie, on behalf of its citizens, congratulates Rachelle Barbeau on winning two silver medals in cross-country skiing at the World Special Olympics Winter Games 2013 and applauds her hard work and determination in achieving her goals.

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.

AGREEMENTS

a) 2013-34

A by-law to authorize the execution of a 5 year agreement between the City and Bell Mobility Inc. to provide and install equipment used for the enhancement of telecommunications, including cellular phone and cellular data signals within the Civic Centre.

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

b) 2013-36

A by-law to authorize the execution of a five year agreement between the City and The Sudbury Wolves Hockey Club Limited O/A BK Corporate Marketing Services for the provision of selling advertising on the Transit Services Division's fleet of buses.

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

c) 2013-37

A by-law to authorize the execution of an agreement between the City and AECOM Canada Ltd. for engineering services for the design and contract administration for the Fourth Line East Davignon Creek culvert replacement, with an engineering fee estimate of \$94,830 excluding HST.

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

APPOINTMENT

d) **2013-35**

A by-law to appoint Micheal Nadeau as Commissioner of Social Services.

OFFICIAL PLAN AMENDMENT

e) **2013-38**

A by-law to adopt Amendment No. 194 to the Official Plan for the City of Sault Ste. Marie (1741 Base Line).

TRAFFIC

f) **2013-33**

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

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 T. Sheehan

Seconder: Councillor M. Bruni

Resolved that this Council now adjourn.

MINUTES

REGULAR MEETING OF CITY COUNCIL

2013 02 04

4:30 P.M.

COUNCIL CHAMBERS

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

Officials: J. Fratesi, M. White, N. Kenny, L. Girardi, N. Apostle, B. Freiburger, J. Dolcetti, C. Taddo, M. Zuppa, F. Coccimiglio, P. Milosevich

1. ADOPTION OF MINUTES

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the Minutes of the Regular Council Meeting of 2013 01 21 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 S. Myers

Seconded by: Councillor M. Bruni

Resolved that the Agenda and Addendum #1 for 2013 02 04 City Council meeting as presented be approved. CARRIED

4. DELEGATIONS/PROCLAMATIONS

- a) Don Mitchell, Chair – Transportation Infrastructure Committee and Oscar Poloni, KPMG were in attendance concerning agenda item 6.(8)(a) – Sault Ste. Marie Regional Harbour Market and Business Analysis.
- b) Michael Howell – Ipsos Reid, Chris Kresin – Kresin Engineering and Dominic Parella – PUC Inc. were in attendance concerning agenda item 6.(8)(b) – PUC Inc. – Water Quality Survey.

PART ONE – CONSENT AGENDA

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

Moved by: Councillor T. Sheehan

Seconded by: Councillor F. Fata

Resolved that all the items listed under date 2013 02 04 – Part One – Consent Agenda be approved as recommended. CARRIED

- a) Correspondence from AMO, FONOM was received by Council.
- b) A letter from the Minister of Transportation was received by Council.

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that the letter from the Minister of Transportation concerning the discontinuance of the Connecting Link Program be referred to staff for review and report back to Council.

- c) Correspondence from Ontario Lottery and Gaming advising that the quarterly payment of the 5% allocation from October 1 to December 31, 2012 is \$317,813 was received by Council.

d) Council Travel

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that Councillor Steve Butland be authorized to travel to the Sustainable Communities Conference being held in Windsor (2 days in February) at an estimated cost to the City of \$1,650. CARRIED

e) Staff Travel

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the report of the Chief Administrative Officer dated 2013 02 04 concerning Staff Travel requests be approved as requested. CARRIED

f) Tender for Rental of Four (4) Loader/Backhoes

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

Moved by: Councillor T. Sheehan

Seconded by: Councillor F. Fata

Resolved that the report of the Manager of Purchasing, dated 2013 02 04, be endorsed and that the tender for the supply and delivery of Four (4) Loader/Backhoes on a rental basis, as required the Public Works and Transportation Department, be awarded as recommended. CARRIED

g) Property Tax Appeals

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

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that Pursuant to Section 357 of the Municipal Act, 2001, that the adjustments for the tax accounts outlined on the City Tax Collector's report of 2013 02 04 be approved and that the tax records be amended accordingly. CARRIED

h) Biofilter Project – Contract 2011-7E

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

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the report of Land Development and Environmental Engineer dated 2013 02 04 concerning Biofilter Project – Contract 2011-7E be received as information. CARRIED

i) Contract 2012-11E – Reconstruction of Small Central Creek Aqueduct – Additional Work

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

The relevant By-law 2013-032 is listed under Item 10 of the Minutes.

j) Transmission Capacity Constraints

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the report of the Environmental Initiatives Co-ordinator dated 2013 02 04 concerning Transmission Capacity Constraints be accepted and the recommendation that Council authorize a letter of support for a study by Great Lakes Power Transmission on transmission access for renewable energy projects and a proposed generation rejection pilot project be approved. CARRIED

k) **Bible Fellowship Church Request for Exemption from Dates in Fireworks By-law**

The report of the Assistant Fire Chief, Fire Prevention and Public Education was received by Council.

The relevant By-law 2013-31 is listed under Item 10 of the Minutes.

l) **Fireworks By-law**

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

Moved by: Councillor T. Sheehan

Seconded by: Councillor F. Fata

Resolved that the report of the Assistant City Solicitor dated 2013 02 04 concerning Fireworks By-law be accepted and the recommendation to direct the Legal Department to draft a new fireworks by-law be approved. CARRIED

m) **Request for a Deeming By-law for Lots 18, 19 and 20 Plan 7234, Model City Subdivision**

The report of the City Solicitor was received by Council.

The relevant By-law 2013-29 is listed under Item 10 of the Minutes.

n) **Travel Request for Wawa Provincial Offences Court**

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

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that the report of the Municipal Solicitor/Prosecutor dated 2013 02 04 concerning Travel Request - Wawa Provincial Offences Court be accepted and the recommendation to authorize the Solicitor/Prosecutor's travel to Wawa on various dates in 2013 at an estimated annual cost of \$2,400 be approved. CARRIED

o) **Addition to Schedule "A" By-law 77-200 – Traffic By-law**

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

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the report of the Deputy Commissioner - Public Works and Transportation dated 2013 02 04 concerning Addition to Schedule 'A' - Traffic By-law 77-200 be accepted and the recommendation that the necessary by-law amendment as outlined in the report be prepared for a future meeting of Council be approved. CARRIED

p) **Vehicle Parking at 124 Dennis Street – Odd Fellows for Drop Off / Pick Up of Equipment from Loan Cupboard**

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

The relevant By-law 2013-30 is listed under Item 10 of the Minutes.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

(1) ADMINISTRATION

(2) COMMUNITY SERVICES DEPARTMENT

(3) ENGINEERING

(4) FIRE

(5) LEGAL

a) PUC/City Shareholder Agreement

The report of the City Solicitor was received by Council.

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the report of the City Solicitor dated 2013 02 04 concerning PUC/City Shareholder Agreement be accepted and the recommendation to authorize the Legal Department to negotiate with PUC Inc. and PUC Services Inc. to amend the existing shareholder agreements be approved. CARRIED

Recorded Vote:

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

Against: Nil

(6) PLANNING

(7) PUBLIC WORKS AND TRANSPORTATION

(8) BOARDS AND COMMITTEES

a) Report from the Transportation Infrastructure Committee: Sault Ste. Marie Regional Harbour Market and Business Analysis – Final Report by KPMG – Committee's Next Steps

Moved by: Councillor L. Turco

Seconded by: Councillor F. Fata

Whereas the development of an improved Regional Harbour in Sault Ste. Marie has been identified by City Council as the highest infrastructure priority for the City of Sault Ste. Marie; and

Whereas City Council has established the Transportation / Infrastructure Committee and approved the top priority of the Committee to be the Regional Harbour Improvement by resolution dated February 22, 2011; and

Whereas Council approved on February 6, 2012 the engagement of KPMG by way of contract to complete a market assessment and feasibility study for a Regional Harbour and directed the Transportation / Infrastructure Committee to manage accordingly; and

Whereas the Transportation / Infrastructure Committee has completed and fully endorses "The Sault Ste. Marie Regional Harbour Market and Business Analysis" completed by KPMG and has obtained endorsement of the Report in principle from Essar Steel Algoma; and

Whereas the results of the KPMG show very significant benefits and opportunities for an expanded Harbour Complex for the City of Sault Ste. Marie and region and clearly show the need to proceed with implementation recommendations;

Now Therefore Be It Resolved that City Council accepts and supports the KPMG Report "The Sault Ste. Marie Regional Harbour Market and Business Analysis" and approves the Transportation / Infrastructure Committee's proposed "Next Steps" as reported to Council. CARRIED

Pecuniary Interest – Councillor J. Krmpotich – employed by Essar Steel

b) PUC Services Inc. – Water Quality Survey – Ipsos Reid

The report of the President & C.E.O. PUC Services Inc. was received by Council.

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Resolved that the presentations concerning Water Quality Survey and Augmented Residential Sampling Program be received as information. CARRIED

c) **2012 Fourth Quarter Shareholder Report**

The report of the President and CEO of the PUC Inc. was received by Council.

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the report of the President and CEO of the PUC Inc. dated 2013 01 24 concerning 2012 Fourth Quarter Shareholder Report be received as information. CARRIED

Recorded Vote:

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

Against: Nil

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

a) Moved by: Councillor P. Christian

Seconded by: Councillor R. Niro

That Council inform the PUC by way of this resolution that it would like to renegotiate the shareholder agreement with regard to an upset limit on corporate donations. CARRIED

Recorded Vote:

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

Against: Nil

b) Moved by: Councillor P. Christian

Seconded by: Councillor S. Butland

Whereas the St. Marys River has been a gathering place for First Nations People for centuries; and

Whereas over the past 100 years, thousands of European immigrants have made Sault Ste. Marie their home; and

Whereas hundreds of international students from across the globe are currently enrolled at Algoma University and Sault College; and

Whereas it is generally accepted that future economic growth in Canada will be driven, in large part, by the participation of foreign workers; and

Whereas Sault Ste. Marie has demonstrated its desire to enthusiastically welcome new immigrants to the community through initiatives like the immigration portal; and

Whereas the City is continually looking for new ways to diversify our local economy and re-energize our downtown core;

Now Therefore Be It Resolved that council request that the EDC conduct a preliminary study on the possible development of an international market place that could be situated on or near the waterfront, in close proximity to our downtown core. This market place could serve as a retail hub, showcasing merchandise, food products, and arts and crafts of the many countries that are now representative of our local population. Furthermore, Council requests that the EDC meet with potential stakeholders such as Rivers Edge Developments, the Downtown Association area tourism attractions, Algoma University and Sault College to gather input and additional information as part of this preliminary study. CARRIED

- c) Moved by: Councillor R. Niro
Seconded by: Councillor L. Turco

Whereas each year during parades city buses use Albert Street East just west of Dennis St. as a loading and unloading zone, as buses cannot access the main bus terminal; and

Whereas the use of Albert Street for this purpose has caused some concerns for some residents, including idling buses, blocked driveways, passengers using front lawns and driveways as waiting areas, and considerable narrowing of the street; and

Whereas on the day of parades City Transit carries hundreds of passengers to the downtown core to watch the parade; and

Whereas regular transit service to our community does not stop during parades;
Now Therefore Be It Resolved that the City Transit Department explore options to using Albert Street East as a bus staging area during parades and report back to Council. CARRIED

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

9. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

10. CONSIDERATION AND PASSING OF BY-LAWS

- Moved by: Councillor S. Myers
Seconded by: Councillor F. Fata

Resolved that all by-laws listed under Item 10 of the AGENDA under date February 4, 2013 be approved. CARRIED

- Moved by: Councillor S. Myers
Seconded by: Councillor F. Fata

Resolved that By-law 2013-24 being a by-law to amend Committee of Adjustment By-law 2010-87 be PASSED in open Council this 4th day of February, 2013. CARRIED

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2013-26 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be PASSED in open Council this 4th day of February, 2013. CARRIED

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2013-28 being a by-law to authorize an agreement between the City and the Canadian Union of Public Employees Local No. 67 – Day Care Group for the period commencing June 1, 2012 to May 31, 2015 be PASSED in open Council this 4th day of February, 2013. CARRIED

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2013-29 being a by-law to deem not registered for purposes of subdivision control certain lots in the Model City Subdivision, pursuant to Section 50(4) of the *Planning Act* be PASSED in open Council this 4th day of February, 2013. CARRIED

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2013-30 being a by-law to amend Schedule "V" of Traffic By-law 77-200 regarding parking in front of the Odd Fellows site (124 Dennis Street) be PASSED in open Council this 4th day of February, 2013. CARRIED

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2013-31 being a by-law to exempt Bible Fellowship Church from By-law 73-107 being a by-law to prohibit the use of fireworks in the municipality be PASSED in open Council this 4th day of February, 2013. CARRIED

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2013-32 being a by-law to amend By-law 2012-161 (a by-law to authorize a contract between the City and Avery Construction Ltd. for the Central Creek West Aqueduct Replacement on Central Street (Contract 2012-11E)) be PASSED in open Council this 4th day of February, 2013. CARRIED

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that Council shall now go into Caucus to consider a personal matter about an identifiable individual concerning the filling of a senior staff vacancy; and

Further Be It Resolved that should the said Caucus meeting be adjourned, Council may reconvene in Caucus to continue to discuss the same matters without the need for a further authorizing resolution. CARRIED

12. ADDENDUM TO THE AGENDA

13. ADJOURNMENT

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that this Council now adjourn. CARRIED

MAYOR

DEPUTY CITY CLERK

5(a)

Malcolm White

From: communicate@amo.on.ca
Sent: February 11, 2013 4:52 PM
To: Malcolm White
Subject: AMO - Breaking News re: Premier Wynne and new Ontario Cabinet sworn in

TO THE IMMEDIATE ATTENTION OF THE CLERK AND COUNCIL

Date: February 11, 2013

Premier Wynne and new Ontario Cabinet sworn in

This afternoon Premier Kathleen Wynne and her Cabinet Ministers were sworn in. The Cabinet is somewhat larger, 27 Ministers of which 20 are new to their portfolios. The Cabinet is listed below and many have a relationship with municipal government. Of particular note are the creation of the Ministry of Rural Affairs and the expansion of the Ministry of Economic Development Trade to also include Employment.

Municipal governments want to pursue policy work that means we can deliver quality services while keeping an eye to costs. AMO looks forward to discussions with Premier Wynne and her Cabinet in pursuing shared goals. Fiscal capacity for municipal governments will be crucial for addressing current pressures and challenges, and evaluating new policies and programs to make certain that Ontario's municipal governments are able to continue delivering the services that our residents rely on every day and hour. AMO's congratulatory notes and highlights of our key policy interests are being sent to specific Ministers tomorrow as they begin getting briefed on their portfolios.

Kathleen Wynne	Premier and Minister of Agriculture
Deborah Matthews	Deputy Premier and Minister of Health and Long-Term Care
Linda Jeffrey	Minister of Municipal Affairs and Housing and Chair of Cabinet
Charles Sousa	Minister of Finance
Jim Bradley	Minister of Environment
Laurel Broten	Minister of Intergovernmental Affairs and Women's Issues
Michael Chan	Minister of Tourism, Culture and Sport
Bob Chiarelli	Minister of Energy
Brad Duguid	Minister of Training, Colleges and Universities
John Gerretsen	Attorney General
Michael Gravelle	Minister of Northern Development and Mines
Eric Hoskins	Minister of Economic Development, Trade and Employment
Jeff Leal	Minister of Rural Affairs
Ted McMeekin	Minister of Community and Social Services
Tracy MacCharles	Minister of Consumer Services
Madeleine Meilleur	Minister of Community Safety and Corrections and Francophone Affairs
John Milloy	Government House Leader
Rezi Moridi	Minister of Research and Innovation
Glen Murray	Minister of Infrastructure and Transportation
Yasir Naqvi	Minister of Labour
David Oraziotti	Minister of Natural Resources
Teresa Piruzza	Minister of Children and Youth Services
Liz Sandals	Minister of Education

Mario Sergio	Minister Responsible for Seniors
Harinder Takhar	Minister of Government Services
David Zimmer	Minister of Aboriginal Affairs

All municipalities: urban and rural; northern and southern; large and small; have challenges in offering services to their residents that create strong local communities and economies which are the building blocks of our province and the foundations of a modern economy. To support these communities, effective tools are needed that support the diverse range of municipal circumstances. These include: the permanent and predictable funding of transit and roads and bridges by all three orders of government; increasing the accountability and transparency of arbitrators in emergency services settlements; job creation that supports all parts of Ontario; as well as shared objectives for human services, clean water, waste diversion and affordable housing among other matters. Fiscal sustainability for both the Province and municipal governments is part of a bigger conversation as we look to the future and how we grow, socially and economically and manage the future opportunities together.

The Throne Speech which will lay out the priorities of Premier Wynne and her government is expected on Tuesday, February 19, 2013. AMO will provide members with an analysis of the Throne Speech content and its implications for municipal government shortly after its release.

Contact: Monika Turner, AMO Director of Policy, "mturner@amo.on.ca" or 416-971-9856 ext. 318.

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.



The Federation of Northern Ontario Municipalities

MEDIA RELEASE, February 13, 2013

NORTHERN LEADERS URGE PUBLIC SUPPORT TO ENSURE NORTHERN ONTARIO'S FORESTRY JOBS, FUTURE

Mayor Alan Spacek of Kapuskasing and President of the Federation of Northern Ontario Municipalities (FONOM) joined forces with other municipal and trade organizations to support the provincial government's newly proposed regulation under the Endangered Species Act (ESA) for the forest sector.

Spacek explained "As part of the 2012 Budget Bill, the Liberal government proposed amendments to the ESA that would allow them to implement the legislation in a more practical manner, and that would remove redundant and unnecessary process. We support this practical approach to the implementation of the ESA. It would have given the government options in terms of how it would recognize the Crown Forest Sustainability Act as equivalent to the ESA with respect to the protection of species at risk and their habitat."

Spacek emphasized, "We need this. In an Environmental Registry posting on January 24, 2013 the Ministry of Natural Resources (MNR) outlined its preferred transition measures for various economic development sectors under the ESA. This proposed regulation is consistent with this 'practical approach' and we support it."

He stated that "we know that Ontario is a world leader in sustainable forest management and less than 1/2 of 1% of Ontario's forests are harvested each year. Ontario's forest sector already provides for the needs of species at risk and their habitat – a fact that the Ministry of Natural Resources has already recognized – through the Crown Forest Sustainability Act (CFSA). By law, plans to renew the forest must be in place prior to harvest and that planned renewal must occur. The mandatory protection of species at risk and their habitat has been part of Forest Management Plans for nearly 20 years and those protections will be upheld with the acceptance of this proposed regulation. Until such time as legislative amendments can be made to the ESA, the only viable route to ensure certainty for the forest sector is for the MNR to provide a regulation under Section 55(1)(b) of the ESA" Spacek suggested.

Spacek noted "FONOM, NOMA (the Northwestern Ontario Municipal Association) and the Ontario Forest Industries Association (OFIA) are all worried that the North could lose out on jobs and economic development if this regulatory process gets derailed by those who may be opposed to forestry. Ontario's sustainable forest sector is a vital part of Ontario's green economy. This proposed regulation provides some much needed balance to the implementation of the ESA for Ontario's forest industry."

Mayor Spacek concluded "We've heard time and again from our colleagues in the forestry sector that it employs over 200,000 hard working Ontarians in over 260 communities across the province. In addition, as the US economy recovers there will be renewed demand for wood and paper products. This will result in additional investment and job growth in Ontario."

This EBR posting closes Monday, February 25, 2013. Spacek urges fellow municipal leaders, citizens and stakeholders to respond to the EBR with support for the government's proposed transition measure.

-30-

Contact: Alan Spacek, Mayor of the Town of Kapuskasing, President, Federation of Northern Municipalities (FONOM) 705 335-0001

FONOM

The Federation of Northern Ontario Municipalities

FONOM Members,

With the transition of governments at Queen's Park almost complete, we can expect a number of key decisions will be made shortly on files relevant to our communities. As you are all aware, we began a social media and grassroots lobbying campaign in the fall that proved to be a significant help to our efforts to preserve overnight camping in three of the ten parks targeted for closure by MNR.

We continue to fight to stop the divestment of ONTC and to restore overnight camping in additional parks the government plans to close, in addition to our ongoing advocacy on a number of files relating to municipal and provincial relations such as non-emergency land ambulance patient transfers.

It is our hope to re-engage our supporters using social media. We aim to do so by seeking feedback from Northerners through Facebook and Twitter on the issues they would like to see highlighted in the Throne Speech and Budget, along with topics they would like to see discussed at the Cabinet meeting the government is planning to hold in the North.

The intention is to encourage our residents to talk about these issues on social media, to help engage literally thousands of residents in applying pressure on priority items for FONOM's members and causes.

I would like to encourage you to show your support for this initiative by logging on to Facebook and liking the 'Our Ontario North' campaign. Share your thoughts, and share our campaign page with your networks to help us demonstrate the strength and organizing ability FONOM has. This in turn will give us even more leverage as we continue to work on your behalf on key issues facing the North.

Thank You

Al Spacek
President - FONOM



The Federation of Northern Ontario Municipalities

February 14, 2013

FONOM Welcomes New Provincial Cabinet with high hopes for the North

The Federation of Northern Ontario Municipalities (FONOM) is happy to welcome new Premier Kathleen Wynne's freshly appointed Cabinet, and is optimistic about the possibility for a renewed relationship between the Province and northern Ontario.

FONOM would like to extend a warm welcome and congratulations to new Transportation and Infrastructure Minister Glen Murray, who met with FONOM president Al Spacek during the leadership race and expressed support for more collaboration with northern communities as decisions are made that impact them. FONOM hopes that Minister Murray will continue to be engaged in dealing with pressing northern issues, such as the former government's decision to divest the Ontario Northland Transportation Commission (ONTC).

FONOM also congratulates former Minister of Natural Resources, Thunder Bay MPP Michael Gravelle, on his new appointment to Minister of Northern Development and Mines, which has jurisdiction over ONTC.

As Minister of Natural Resources, Minister Gravelle took positive steps toward protecting the interests of northern Ontario by supporting the decision to allow three of ten northern provincial parks the government announced plans to close, to remain open this year. The Federation now calls on Minister Gravelle to take swift action in his new role to stop the province's divestment in ONTC, and engage local stakeholders before further action is taken that affects northern communities.

FONOM also hopes that Sault Ste. Marie MPP David Oraziotti will follow Minister Gravelle's footsteps, as the new Minister of Natural Resources. FONOM congratulates MPP Oraziotti on his appointment, and hopes that he will also show a strong commitment to northern issues and extend the existing pilot program that called for five parks, up from three, to remain open either for spring 2013 or 2014.

Finally, FONOM would like to congratulate Brampton Springdale MPP Linda Jeffrey, a former Minister of Natural Resources, on her appointment as Minister of Municipal Affairs and Housing. It is FONOM's sincere hope that she, too, will work together with local municipalities on issues of importance to northeastern Ontario, such as land-based ambulance transfers.

FONOM President and Mayor of Kapuskasing Al Spacek would like to personally welcome the new cabinet and express his optimism for future collaboration.

FONOM

The Federation of Northern Ontario Municipalities

"Decisions made by the former Liberal government last year that affected Northern Ontario like the plan to divest in and sell off ONTC and close ten northern parks for overnight camping, was a tremendous disappointment to northern communities. With a new cabinet in place, there is hope for building a stronger northern economy. FONOM will not be wasting any time approaching the new cabinet members on important northern files. We plan to get to work immediately with members of the new cabinet to focus on solutions." Said Al Spacek.

In the days and weeks to come, FONOM will be acting swiftly to move forward on northern Ontario issues, and will be contacting the new Cabinet with cautious optimism about the future of northern Ontario.

For more information:

Al Spacek

705 335 0001

5(b)



January 28, 2013

Minister of Finance
The Honourable James M. Flaherty
Minister of Finance
Department of Finance Canada
140 O'Connor Street
Ottawa, Ontario K1A 0G5

RECEIVED
FEB - 4 2013
MAYOR'S OFFICE

Re: Low Water Levels

Dear Honourable Minister:

I write today, on behalf of the North Channel Marine Tourism Council Inc., which is an organization with membership from Killarney to Sault Ste. Marie, including Manitoulin Island and St. Joseph's Island. Our main goal is to target the North Channel as a destination place, where we market land base activities in conjunction to boating and sailing.

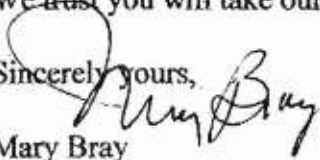
Our entire membership area is experiencing significant low water levels. We are quite concerned with the negative impacts we will be facing this coming season with levels continuing to drop.

Attached please find copy of motion passed by this organization at our meeting of January 23rd/13 outlining three basic concerns;

- Expediting the approval process for "maintenance dredging";
- Funding assistance to ease the financial burden for the necessary alterations that many of our marinas will require to operate;
- Retroactive funding to those marina operators who have or may have to take immediate steps ahead of any formal funding announcement.

We trust you will take our request under consideration. Thank you.

Sincerely yours,


Mary Bray

Secretary

North Channel Marine Tourism Council Inc.

Box 196, Spanish, On P0P 2A0

mary.bray@hotmail.com

Enclosure-Motion

cc: Minister of Natural Resources, Ontario Ministry of Natural Resources, Federal Department of Environment, Ontario Ministry of Environment, Department of Fisheries and Oceans, Minister responsible for FedNor, Chair of Northern Ontario Heritage Fund Corporation, Boating Ontario, Georgian Bay Association, Carol Hughes, MP, Brian Hayes, MP, Mike Mantha, MPP, David Oraziotti, MPP, members of the North Channel Marine Tourism Council, and East Algoma Chiefs, Mayors and Reeves Association.



Resolution #13-09

Moved by: Mal Clarke

Seconded by: Mike Erskine

Whereas the Directors of the North Channel Marine Tourism conducted a survey by its membership, inquiring as to the impact of low water levels in Lake Huron, which we are currently experiencing; and

Whereas the survey indicates that the vast majority of our members will be negatively impacted as a result of low water levels, to the point of requiring "maintenance dredging", and or alterations to access their launch ramps, berths and service docks and operating at a reduced capacity; and

Whereas the North Channel Marine Tourism Council has recently completed a "Marketing, Communications and Engagement Plan" promoting the North Channel as a destination point, and the "Best Freshwater Boating in the World";

Further if the low water levels continue to drop, it will have a major impact on the marine industry in the entire North Channel resulting in negative effects on the economy, and negatively affecting many affiliated businesses;

Now Therefore, we urge the Provincial and Federal Government to assist in expediting, [reducing the red tape] applications for emergency maintenance dredging, and to earmark funding assistance to ease the financial burden required to deal with the necessary alterations that many of our marinas will have to endure in order to operate with these drastic low water levels;

Further that funding be retroactive to those marina operators that have taken steps and measures to proceed ahead of any formal funding announcement in light of the short "window of approval" for dredging operations;

Further that this motion be forwarded to the Minister of Finance, Minister of Natural Resources, Ontario Ministry of Natural Resources, Federal Department of Environment, Ontario Ministry of Environment, Department of Fisheries and Oceans, Minister responsible for FedNor, Minister responsible for Northern Ontario Heritage Fund, Boating Ontario, Georgian Bay Association, Carol Hughes, MP, Brian Hayes, MP, Mike Mantha MPP, David Oraziotti, MPP, members of the North Channel Marine Tourism Council and East Algoma Chiefs, Mayors and Reeves Council.

Carried

North Channel Marine Tourism
P.O. Box 196, Spanish, On P0P 2A0

5(c)

DEBBIE AMAROSO
MAYOR



CORPORATION OF THE
CITY OF SAULT STE. MARIE

February 11, 2013

The Honourable David Oraziatti
Minister of Natural Resources
MPP, Sault Ste Marie
Constituency Office
432 Great Northern Road
Unit 202, 2nd Floor
Sault Ste. Marie, Ontario
P6B 4Z9

Dear Minister Oraziatti,

Please accept my sincere congratulations on your recent appointment to the Natural Resources portfolio. This is an exciting honour and a reflection of your dedication to the residents of Sault Ste. Marie and Northern Ontario.

On behalf of City Council we look forward to continuing to work with you for the future and betterment of our great City. As advocates and ambassadors for the residents of our wonderful community, we all want what is best and are committed to do so. You are well aware that as a Municipality there are many exciting and innovative projects on the horizon and we are looking forward to working with you on them. We have proven that a positive partnership between the Municipality of Sault Ste. Marie and the Provincial Government is essential for moving forward community initiatives.

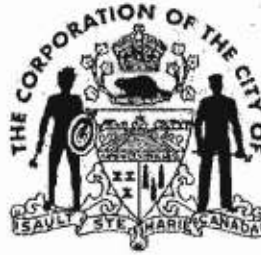
We look forward to continuing to work with your local constituency office and ministry staff. On behalf of myself, City Council and City staff, I extend our complete cooperation as we jointly work towards economic opportunities in the resource sector and lasting growth and prosperity for our community.

Once again, congratulations and best wishes!

Sincerely,

Debbie Amaroso
MAYOR

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

2013 02 19

Mayor Debbie Amaroso and
Members of City Council
Civic Centre

RE: STAFF TRAVEL REQUESTS

Dear Council:

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

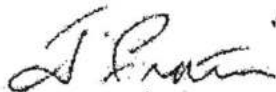
1. **Kathy Fisher – Community Services – Recreation & Culture Division**
Pan-Provincial Regional 1812 Meeting
March 1 – 2, 2013
Hamilton, Ontario
Estimated total cost to the City - \$ 995.75
Estimated net cost to the City - \$ 0.00

2. **Nick Apostle - Community Services Department**
Parks/Rec. Ontario Education Forum
April 16 – 19, 2013
Collingwood, Ontario
Estimated total cost to the City - \$ 1,668.50
Estimated net cost to the City - \$ 1,668.50

3. **Randy Dewling - Public Works – Cemeteries Division**
2013 Crematorium Operators – 2 Day Certification
March 18 - 20, 2013
Burlington, Ontario
Estimated total cost to the City - \$ 922.34
Estimated net cost to the City - \$ 922.34

4. **Richard Burrows - Public Works - Cemeteries Division**
2013 Crematorium Operators - 2 Day Certification
March 18 - 20, 2013
Burlington, Ontario
Estimated total cost to the City - \$ 1,222.34
Estimated net cost to the City - \$ 1,222.34

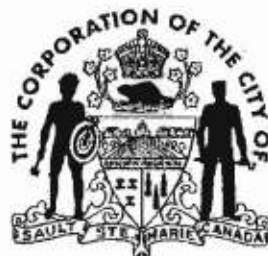
Yours truly,



Joseph M. Fratesi
Chief Administrative Officer

JMF: bb

Tim Gowans
Manager of Purchasing



Finance Department
Purchasing Division

2013 02 19

Mayor Debbie Amaroso and
Members of City Council

RE: RFP FOR ASSET MANAGEMENT FACILITY CONDITION ASSESSMENT (2012TA01P)

PURPOSE

Attached hereto for your information and consideration is a report prepared on behalf of the Evaluation Committee concerning proposals received for the provision of an Asset Management Facility Condition Assessment as required by the City's Finance Department. The Assessment will consist of the review of 28 City facilities and is anticipated to be completed prior to the end of August 2013.

BACKGROUND

The Request for Proposal was publicly advertised and RFP documents forwarded to all firms on our bidders list. Forty-seven (47) RFP documents were distributed to potential proponents. Proposals were required to be submitted for consideration no later than 4:00 p.m. on November 23, 2012.

ANALYSIS

Proposals from nineteen (19) proponents were received prior to the closing date. All proposals received were deemed to be compliant with the requirements as set out in the RFP call.

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

The proponent scoring the highest in the evaluation process was Morrison Hershfield Limited of Toronto, Ontario. Morrison Hershfield Limited has 65 years of engineering industry experience with 10 offices located in Canada. Documented experience includes preparation of Building Condition Assessments for Whitby, Oakville, Hamilton, and other public sector entities.

-More-

2013 02 19
Page 2

IMPACT

On September 24, 2012, City Council approved the Report of the Commissioner of Finance and Treasurer that funding for the City's Assessment Management Plan, of which the Asset Management Facility Condition Assessment comprises a part, be drawn from the Facility Maintenance Reserve. The recommended Proposal was submitted with a Pricing Schedule totaling \$108,550.00 plus H.S.T.

STRATEGIC PLAN

At the next revision of the Corporate Strategic Plan, a Corporate Asset Management Plan will be added as an activity under Objective 1C – Property Management and Development.

RECOMMENDATION

It is therefore my recommendation that the Proposal submitted by Morrison Hershfield Limited for the provision of an Asset Management Facility Condition Assessment be accepted. It is further recommended that funding for this Assessment be drawn from the Facility Maintenance Reserve.

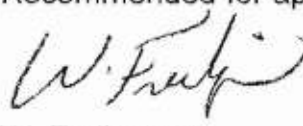
This report is submitted for Council's approval.

Respectfully submitted,



Tim Gowans
Manager of Purchasing

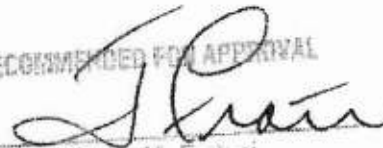
Recommended for approval,



W. Freiburger
Commissioner of Finance & Treasurer

TG:nt

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

5(f)

Frank Coccimiglio
Manager, I.T.



Finance Department
Information Technology
Division

2013 02 19

Mayor Debbie Amaroso and Members of City Council

RE: Bell Mobility Inc. Agreement

PURPOSE

The purpose of this report is to request Council's authorization to enter into a 5-year agreement with Bell Mobility Inc. to provide and install equipment used for the enhancement of telecommunications, including cellular phone and cellular data signals within the Civic Centre.

BACKGROUND

Bell Mobility Inc. is currently the supplier of cellular phones and data communications for the City of Sault Ste. Marie. In recent years, the introduction of smartphones and tablets has been steadily increasing and become more commonplace for many staff within the Corporation. "Dead spots" throughout the Civic Centre have hindered the efficient operation of these devices.

ANALYSIS

Bell Mobility Inc. is now proposing a 5-year agreement that will allow cellular signals to enter the Civic Centre, where signals were unable to penetrate due to interference related to materials used in the construction of the building. There will be no impact on the operation of the building with the exception of enhanced telecommunications.

IMPACT

This equipment is being supplied at no charge, and will remain the exclusive property of Bell Mobility Inc. City Staff, Councillors and the general public will benefit from enhanced cellular phone and data signals which will allow for optimal usage of portable equipment including phones, smartphones and laptops/tablets.

STRATEGIC PLAN

This item is linked to Strategic Direction 2: Delivering Excellent Services, Objective 2A – Communications.

RECOMMENDATION

It is recommended that Council authorize entering into a 5-year agreement with Bell Mobility Inc. for telecommunications enhancement for the Civic Centre. By-law 2013-34 authorizing the execution of the agreement can be found elsewhere on this evening's agenda.

Respectfully submitted,

Recommended for approval,

Frank Coccimiglio
Manager, Information Technology

Bill Freiburger, CMA
Commissioner of Finance and Treasurer

RECOMMENDED FOR APPROVAL

Joseph M. Frattini
Chief Administrative Officer

The Corporation of the City of Sault Ste. Marie
P.O. Box 580 ~ 99 Foster Drive ~ Sault Ste. Marie, ON P6A 5N1
Telephone: (705) 705-5303 ~ Fax: (705) 759-4790
www.cityssm.on.ca ~ f.coccimiglio@cityssm.on.ca



February 19, 2013

Mayor Debbie Amaroso and
Members of City Council

REVISION TO THE CULTURAL POLICY FOR THE CORPORATION OF THE CITY OF SAULT STE. MARIE

PURPOSE

The Cultural Policy for the Corporation of the City of Sault Ste. Marie was last updated in January of 2010. In 2011, the Cultural Advisory Board held a community forum to review the policy and allow for public input. This updated version of the policy comes out of the review process and is recommended for Council's approval by the Cultural Advisory Board.

BACKGROUND

The Cultural Advisory Board (CAB) oversees the Cultural Policy for the City of Sault Ste. Marie. The Policy was first adopted by City Council in 1991 and has been amended a number of times since; most recently in January of 2010, from a community forum held in 2007. In the spring of 2011, CAB held another community forum to allow for public review of the Policy. CAB has finalized its review of the public input and is recommending further minor revisions to the Policy.

ANALYSIS

The revisions to the Policy document are rather minor in nature and do not change the underlying policy framework. The changes are outlined in the attachment provided with this report. The Cultural Advisory Board endorsed the revised Policy at their January 29, 2013 meeting.

Moved by: R. Wark
Seconded by: E. Belair

"Resolved that the Cultural Advisory Board endorse the proposed revisions to the January 25, 2010 version of the Cultural Policy for the Corporation of the City of Sault Ste. Marie, and further that the revised policy be sent to City Council for their review and approval."

CARRIED

5(g)

IMPACT

There will be no impact on the City budget as a result of the proposed revisions to the policy.

STRATEGIC PLAN

This item is not identified in the City's Corporate Strategic Plan.

RECOMMENDATION

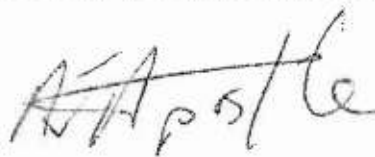
That the report of the Manager of Recreation and Culture concerning revisions to the Cultural Policy for the Corporation of the City of Sault Ste. Marie be received and that the recommendation that City Council approve the revisions as endorsed by the Cultural Advisory Board be approved.

Respectfully submitted
on behalf of the Cultural Advisory Board,



Joseph J. Cain
Manager Recreation and Culture

Recommended for Approval,



Nicholas J. Apostle
Commissioner Community Services

jvcab/policy/2013/council report 2013 revised policy

attachment

RECOMMENDED FOR APPROVAL



Joseph M. Hotala
Chief Administrative Officer

REVISIONS TO THE CULTURAL POLICY

Preamble

Current

There is no preamble statement in the current policy; however, the same information is in Appendix A - Historical Perspective.

Proposed

The Preamble contains a statement on the historical perspective as well as recommendations which have been implemented since the policy was first approved by City Council.

Policy Implementation – Section 3.0

Item 3.1.2

Current

"The creation of a municipal position in the Recreation and Culture Division, Community Services Department as once existed"

Proposed

"Maintain a position in the Recreation and Culture Division...."

Item 3.1.4

Current

"Expand the existing City practice of showcasing local works in the lobby and public corridors of the Civic Centre and other civic buildings as might be appropriate and encourage access to the arts in public spaces."

Proposed

"To encourage access to the arts in public spaces by showcasing local works in the lobby and public corridors of the Civic Centre and other Civic buildings."

Item 3.1.5

Current

"Establish as a function of the Cultural Advisory Board the provision of advice to City Council with respect to the appropriateness of form and placement of proposed 'works of art' on City property or within Municipal buildings, and to develop guidelines for selection, maintenance, and promotion of displays as indicated in subsection iii, above."

Proposed

"The Cultural Advisory Board to provide advice to City Council with respect to the appropriateness of form and placement of proposed local works of art on City property or within municipal buildings."

Item 3.1.6

Current

"Maintain and increase administrative support of community cultural groups."

Proposed

"Maintain administrative support of community cultural groups."

Item 3.2.6

Current

"Encourage the development of formal and informal presentations of artists and their work, e.g. Artists in the Schools and Artists Career Programs could be facilitated by the staff position created under 3.1i) of this policy."

Proposed

"Encourage the development of formal and informal presentations of artists and their work."

Item 3.4.3

Current

"Gifts presented to dignitaries should be created by the local arts community."

Proposed

"The Cultural Advisory Board will encourage the Mayor and City Council to present gifts to dignitaries created by the local arts community."

Item 3.5.2

Current

"Confirm the appointment of the Cultural Advisory Board to screen all applications for civic grants..."

Proposed

"The Cultural Advisory Board to screen all applications for civic grants..."

Item 3.5.5

Current

"Create an endowment trust fund, the *City of Sault Ste. Marie Cultural Endowment Trust Fund*, which can safeguard and direct to purposes consistent with the Cultural Policy for the Corporation of the City of Sault Ste. Marie..."

Proposed

"Through the *City of Sault Ste. Marie Cultural Endowment Trust Fund*, safeguard and direct to purposes consistent with the Cultural Policy for the Corporation of the City of Sault Ste. Marie..."

5(g)

Item 3.5.6

Current

No item 3.5.6

Proposed

"Demonstrate an inclusive approach that embraces and values the diversity of the community, in an atmosphere of goodwill and respect."

Section 4.0

Current

"Status of Implementation and Recommendations"

Proposed

Delete "**Status of Implementation and Recommendations**" and replace with the form and function of the "**Cultural Advisory Board**". The deleted information is included in the Preamble of the proposed revised version.

Section 5.0

Current

Does not exist in the main body of the document, however the information referred to in the proposed revision below is in the Appendix of the current version.

Proposed

Move the information from the Appendix to this section in the main body of the document entitled "**City of Sault Ste. Marie Cultural Endowment Trust Fund**".

Appendix

Current

Historical Perspective, Cultural Study Committee and Cultural Advisory Board.

Proposed

The majority of the information from the current version of the policy has been transferred to other sections in the main body of the proposed revised version. An additional appendix is included summarizing the annual grants to cultural organizations from 1982 to the present.



Cultural Policy

For

The Corporation of the

City of Sault Ste. Marie

Sault Ste. Marie
Cultural Advisory Board

Updated February 2013

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CULTURAL POLICY FOR THE CORPORATION OF THE CITY OF SAULT STE. MARIE

PREAMBLE

In the summer of 1986, as part of the major Waterfront Study commissioned by Council, a Committee comprised of staff representatives of the Community Services Department, the Planning Board and members of the public involved in cultural matters was formed to investigate and recommend what facility(s) might be appropriate to make provision for within the overall master plan. This action was consistent with a number of previous conceptual schemes for development or redevelopment of the downtown area (ranging back to the Faludi Study of 1961) which had proposed the inclusion of various community-use facilities. Later that year, at the suggestion of the (then) Ministry of Citizenship and Culture and with their financial participation - the scope of study was expanded to provide a more comprehensive cultural strategy and the Klein/McInnes group was engaged to do the work. Following tabling of the study in March 1988, Council established a study committee to review aspects of the document and make recommendations for its implementation. The Committee met regularly during 1989 and submitted their report to Council on 1989 08.

One of their proposals was that a Cultural Advisory Board be formed: "To advise, assist and make recommendations to Council on Cultural matters with specific reference to cultural grant applications and the development of a Municipal Cultural Policy." A Cultural Policy for the Corporation of the City of Sault Ste. Marie was first adopted by City Council in 1991.

The recommendations which resulted from a cultural forum held Tuesday, September 19, 1995 were incorporated within the revised Cultural Policy for the Corporation of the City of Sault Ste. Marie, April 30, 1996. Recommendations arising from a review of policy implementation conducted in a municipal forum on Tuesday, February 12, 2002 have been incorporated within this second revision, Spring, 2002. Recommendations arising from a cultural forum held in the fall of 2007 were incorporated in a third revision dated January 25, 2010. This fourth revision came out of recommendations provided at a cultural forum held on March 30, 2011.

The following recommendations have been met since the passing of the Cultural Policy. The recommendation that City Council create the City of Sault Ste. Marie Cultural Endowment Trust Fund was approved by City Council in the 2008 budget. City Council provided \$10,000. as seed funds to establish the Cultural Endowment Trust Fund. The proposed *City of Sault Ste. Marie Cultural Endowment Trust Fund* is a fund to collect and distribute monies for purchase and necessary installation, or the commissioning of 'works of art' or other cultural activities for the enhancement of such capital projects as is outlined in the Cultural Policy for the Corporation of the City of Sault Ste. Marie. The Cultural Advisory Board has been assigned the responsibility of maintaining and administering the trust fund.

1. GENERAL CONSIDERATIONS

1.1 STATEMENT OF PURPOSE

The purpose of the Cultural Policy for the Corporation of the City of Sault Ste. Marie is to state the Corporation's cultural mandate; to recognize the unique status of cultural groups in the community and their mandates, to enhance the role of community facilities as hubs for cultural program delivery and cultural opportunity; to develop the opportunity for all residents to experience culture through a fair and balanced approach to cultural service delivery and to build a greater understanding of the cultural character and identity of our community through preservation, promotion and awareness.

1.2 DEFINITION OF CULTURE

The dictionary defines 'culture' as:

"The quality in a person or society that arises from a concern for what is regarded as excellent in arts, letters, manners, scholarly pursuits, etc.; a particular form or stage of civilization."

(From <http://dictionary.reference.com/browse/culture>)

For purposes of this document, it seems prudent to expand the definition of "arts, letters" and "scholarly pursuits" into more general terms as:

- the improvement or refinement of the mind, emotions and interests, manners and tastes and
- the description of creative activity that is produced by individuals or groups and provides aesthetic enjoyment to the various senses.

Examples include:

Performing Arts - Theatre, dance, opera, music, puppetry.

Visual Arts *- Painting, sculpture, printmaking, pottery, fibre and fabric art, woodworking as examples.

Literary Arts - Prose, poetry, storytelling.

Heritage Arts **- Immovable heritage, movable heritage, intangible heritage and heritage conservation, identification, protection and interpretation.

Media Arts - Photography, film, video, print, audio and/or graphics.

* Visual Arts includes both Fine Arts and Crafts.

** Heritage resources include immovable heritage - buildings, cultural heritage landscapes, natural heritage, archaeological and traditional use sites, intangible heritage - expressions of culture of the community (custom, dance, music song, story, etc.), movable property - personal property (art, artifacts, documents, natural objects and specimens).

2. STATEMENT OF POLICY

2.1 POLICY OBJECTIVES

The objectives of the Cultural Policy for the Corporation of the City of Sault Ste. Marie are:

- 2.1.1 To encourage, promote and maintain the development of cultural expression in Sault Ste. Marie, at both the amateur and professional level;
- 2.1.2 To encourage the appreciation and enjoyment of culture;
- 2.1.3 To provide and maintain appropriate conditions in which culture can thrive and prosper;
- 2.1.4 To acknowledge the importance of the cultural industry in the development of civic pride and a municipal sense of identity and its economic impact on the whole community.
- 2.1.5 To provide arms-length funding of culture;
- 2.1.6 To encourage the preservation of historic buildings and their rehabilitation for cultural uses;
- 2.1.7 To promote and encourage the community's cultural identity and cultural differences.

3. POLICY IMPLEMENTATION

3.1 TO ENCOURAGE AND PROMOTE THE DEVELOPMENT OF CULTURAL EXPRESSION IN SAULT STE. MARIE AT ALL LEVELS

- 3.1.1 Maintain a Cultural Advisory Board for the Corporation of the City of Sault Ste. Marie as a Board of Council, whose primary purpose is to advise on all matters concerning the cultural and artistic life of the community and the implementation of the Cultural Policy for the Corporation of the City of Sault Ste. Marie.
- 3.1.2 Maintain a position in the Recreation and Culture Division, Community Services Department to work with the Cultural Advisory Board and the cultural community.
- 3.1.3 Provide Municipal support of cultural activities to an extent consistent with Municipal support in other areas such as recreational activities/resources. Examples include *The Cultural Financial Assistance Policy* and *The Provincial/National/International Cultural Competition Policy*.
- 3.1.4 To encourage access to the arts in public spaces by showcasing local works in the lobby and public corridors of the Civic Centre and other civic buildings.
- 3.1.5 The Cultural Advisory Board to provide advice to City Council with respect to the appropriateness of form and placement of proposed local works of art on City property or within municipal buildings.
- 3.1.6 Maintain administrative support of community cultural groups.

3.2 TO ENCOURAGE THE APPRECIATION AND ENJOYMENT OF CULTURE

- 3.2.1 Recognize and promote the unique status of community cultural groups, as defined in the Cultural Policy for the Corporation of the City of Sault Ste. Marie, and their mandate to expand cultural interests generally and speak for their members in particular;
- 3.2.2 Support the community with the design and implementation of programs designed to heighten awareness and involvement in all cultural areas designated in the policy, for example historical and art education programs of the Art Gallery of Algoma, the Algoma Fall Festival and Ermatinger•Clergue National Historic Site.
- 3.2.3 Assist in establishing a forum to provide feedback on the status of implementation and effectiveness of the Cultural Policy for the Corporation of the City of Sault Ste. Marie (see item 4.4).

- 3.2.4 Periodically create a forum which will encourage and support the exchange of information related to the activities of local individuals/groups covered by the policy.
- 3.2.5 Ensure that whenever possible, municipal gifts to dignitaries are locally-produced cultural items;
- 3.2.6 Encourage the development of formal and informal presentations of artists and their work.

3.3 TO PROVIDE APPROPRIATE CONDITIONS IN WHICH CULTURE CAN THRIVE AND PROSPER

- 3.3.1 Accept as a concept the dedication of up to 1% of the total construction and/or renovation costs of public facilities, including where appropriate, major municipal infrastructure projects towards the commissioning and installation of art or other cultural activities where, as an integral part of the building or site, it is appropriate. Otherwise, allocated funds shall either be directed towards similar use in alternative facilities or to the *City of Sault Ste. Marie Cultural Endowment Trust Fund*.
- 3.3.2 Assist in the preparation of a comprehensive data base of cultural resources within the community (e.g. physical plant, human resources) for inclusion in Municipal and Arts Council data bases to include, where appropriate, cross referencing to e-mail and web site addresses.
- 3.3.3 Encourage the provision of barrier free sites and facilities appropriate to the creation, production and presentation of culture.
- 3.3.4 Require that the circulation of development proposals where rezoning or development requests may impact cultural facilities be circulated to the Cultural Advisory Board and that the Cultural Advisory Board be given an opportunity to comment on all such applications to City Council.

3.4 TO ACKNOWLEDGE THE IMPORTANCE OF THE CULTURAL INDUSTRY IN THE DEVELOPMENT OF CIVIC PRIDE AND A MUNICIPAL SENSE OF IDENTITY

- 3.4.1 Present annual award(s) under the, *The Cultural Advisory Board Community Recognition Award Program*, to individuals, groups or organizations who contribute significantly to the cultural life of the community;

- 3.4.2 Recognize the economic impact of culture in the City of Sault Ste. Marie and encourage local businesses and corporations to support culture in any way possible (eg. gifts in kind, support for advertising as well as financial support and contributions).
- 3.4.3 The Cultural Advisory Board will encourage the Mayor and City Council to present gifts to dignitaries created by the local arts community..

3.5 TO PROVIDE ARMS-LENGTH FUNDING OF CULTURE

- 3.5.1 Maintain and expand existing annual budgets to facilities and organizations in the cultural area and determine, from time to time, additional activities which, by virtue of their long-term support through the *Cultural Financial Assistance Policy*, should receive support via annual budgets in order to allow the Cultural Advisory Board to consider new programs and services for recommendation to, and consideration by City Council (Appendix 1 – Grants to Cultural Organizations 1982 – 2012).
- 3.5.2 The Cultural Advisory Board to screen all applications for civic grants for cultural endeavors, under the *Cultural Financial Assistance Policy* and *The Provincial/National/International Cultural Competition Policy* and to recommend to City Council the awarding of such grants within the Municipality's Designated Budget;
- 3.5.3 Maintain and expand the separate cultural budget which funds the *Cultural Financial Assistance Policy*, independent of those organizations with secured funding;
- 3.5.4 Develop and promote uniform criteria to ensure that new and existing cultural groups or individuals have equal opportunity to apply for financial assistance.
- 3.5.5 Through the *City of Sault Ste. Marie Cultural Endowment Trust Fund*, safeguard and direct to purposes consistent with the *Cultural Policy for the Corporation of the City of Sault Ste. Marie*, such funds as may be derived from implementation of criteria established in item 3.3i) and from other sources which may, from time-to-time, become available (eg. gifts, bequests, special grants).
- 3.5.6 Demonstrate an inclusive approach that embraces and values the diversity of the community, in an atmosphere of goodwill and respect.

3.6 TO ENCOURAGE THE DEVELOPMENT OF HISTORIC BUILDINGS AS ALTERNATE CULTURAL FACILITIES

- 3.6.1 Request Sault Ste. Marie Municipal Heritage Committee (MHC) to review alternative uses for buildings worthy of designation or already designated but which may come available in the future;
- 3.6.2 Encourage and entertain proposals from the community for use of historical buildings or other appropriate sites;
- 3.6.3 When appropriate, lease municipal historic buildings to interested entrepreneurs with the stipulation that they be maintained to a specified standard.

3.7 TO PROMOTE AND ENCOURAGE THE COMMUNITY'S CULTURAL IDENTITY AND CULTURAL DIFFERENCES

- 3.7.1 Assist the community to develop and maintain a roster of cultural participants;
- 3.7.2 Encourage cultural activity in community events;
- 3.7.3 Encourage the identification of historic sites as Interpretive Centres.
- 3.7.4 Encourage the community to preserve art and artifacts that represent the community's culture and history and to donate/loan them to the appropriate cultural institution.
- 3.7.5 Work with agencies such as the Economic Development Corporation, Tourism Sault Ste. Marie, Downtown Association, Chamber of Commerce, and the Arts Council of Sault Ste. Marie and District, to promote Sault Ste. Marie as a good place to live and visit, in part, because of our cultural activities and attractions.

4. CULTURAL ADVSORY BOARD

4.1 PURPOSE

This diverse committee is made up of community members who represent the city and the cultural industry. The Board's role is to oversee and implement the City of Sault Ste. Marie Cultural Policy and provide advice to City Council on issues, policies and strategies related to cultural enterprises and activities in the city. The Cultural Advisory Board oversees cultural support programs, participates in city planning and development processes and undertakes special initiatives approved by Council.

4.2 MEMBERSHIP

The members of the Cultural Advisory Board are appointed every two (2) years and they include:

- a) Mayor - Ex-officio
- b) One City Councillor
- c) Four concerned citizens to represent all areas of culture without bias as defined in the Cultural Policy of the City of Sault Ste. Marie.

4.3 OFFICERS

Each year the Board will elect from its members a Chairperson and Vice Chairperson.

4.4 CULTURAL POLICY

Implement and review at least every five (5) years the Cultural Policy for the Corporation of the City of Sault Ste. Marie. A public forum should be held with an open invitation to all arts and culture organizations and interested individuals to provide input into an updated cultural policy. The Cultural Advisory Board will review all input and revise the policy by majority consensus. The revised policy will be sent to City Council for their approval.

4.5 CULTURAL GRANTS

Implement the Cultural Financial Assistance Program on behalf of City Council and make recommendations on those organizations that should be supported through the program funds as designated in the City's budget.

4.6 CULTURAL PLAN

Support the development of a municipal cultural plan by working in cooperation with other individuals, organizations and government agencies in the community.

4.7 EXCELLENCE

- 4.7.1 Advise on matters concerning the cultural and artistic life of the City, including detailed multi-year plans;
- 4.7.2 Encourage, recognize and reward initiative and excellence at all levels of local arts and heritage activities;
- 4.7.3 Encourage the provision of barrier free sites and facilities appropriate to the creation, production and presentation of culture;
- 4.7.4 Encourage the promotion of cultural services and programs in the community.

4.8 GRANT AND AWARD APPLICATIONS REGARDING *CULTURAL FINANCIAL ASSISTANCE POLICY, THE PROVINCIAL/NATIONAL/INTERNATIONAL CULTURAL COMPETITION POLICY, THE CITY OF SAULT STE. MARIE CULTURAL ENDOWMENT TRUST FUND, AND THE COMMUNITY RECOGNITION AWARD*

- 4.8.1 Review and update application process for cultural grant and award applications;
- 4.8.2 Promote uniform criteria to ensure that new and existing cultural groups and individuals have equal opportunity to apply for financial assistance;
- 4.8.3 Screen and coordinate all municipal cultural grant and award applications, with the support of staff from the Recreation and Culture Division, Community Services Department.
- 4.8.4 Make recommendations to City Council regarding the cultural grants and awards.

4.9 COMMUNITY CONSULTATION

- 4.9.1 Establish a forum to provide feedback on the status of implementation and effectiveness of the *Cultural Policy for the Corporation of the City of Sault Ste. Marie* and the *Cultural Advisory Board*;
- 4.9.2 Periodically create a forum which will encourage and support the exchange of information related to the activities of local individuals/groups covered by the policy.

4.10 COMMUNITY LINKS

- 4.10.1 Work in cooperation and in consultation with the City and the arts and culture organizations.
- 4.10.2 Develop links with the Economic Development Corporation and the District School Boards.

5. CITY OF SAULT STE. MARIE CULTURAL ENDOWMENT TRUST FUND

5.1 PURPOSE

The *City of Sault Ste. Marie Cultural Endowment Trust Fund* is to be used towards the commissioning and installation of works of art or other cultural activities *for the enhancement of such capital projects as outlined in Section 3.3.1 of the Cultural Policy of the City of Sault Ste. Marie.*

5.2 DECISIONS

All decisions with regard to the Sault Ste. Marie Cultural Endowment Trust Fund will be made by the current members of the Cultural Advisory Board.

5.3 DEVELOPERS

Ensure that developers are advised in a timely fashion of the requirements of the Cultural Policy for the City of Sault Ste. Marie.

5.4 MUNICIPAL STAFF

To ensure that the appropriate municipal staff are aware of the requirements of the Cultural Policy for the Corporation of the City of Sault Ste. Marie.

5.5 AWARENESS

Create a process to cross-reference with initiatives that may not be municipal in ownership to ensure that the lead agency/group is aware of the policy statement and may want to follow the initiative by the Municipality.

APPENDIX 1

Annual Operating Grants By City of Sault Ste. Marie To Cultural Organizations/Facilities *** 1982 - 2011

Grantees	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Art Gallery of Algoma	25000	2500	25000	30000	30000	30000	35000	40000	* came	on
Algoma Arts Festival Association	8000	8000	7000	7000	7000	7000	7000	7000	7400	7400
Arts Council of SSM & District	2000	2000	1800	1500	1500	1500	2000	2000	2000	2000
Sault Theatre Workshop	0	0	0	0	800	0	0	0	0	0
SSM Historical Society (Museum)	5000	10000	35000	45000	45000	45000	50000	75000	came	on
Sault Symphony Orchestra	1000	0	0	0	0	0	0	0	0	0
Quonta Regional Drama Festival	750	0	500	0	0	0	2000	2000	0	0
SSM Horticultural Society	0	0	0	0	0	0	0	0	500	500
Over The Rainbow Children's	0	0	0	0	0	0	0	0	0	0
Algoma Conservatory of Music	0	0	0	0	0	0	0	0	0	0
Bush Plane Museum	0	0	0	0	0	0	0	0	0	0
Northern Ontario Craft Council Exhibition	0	0	0	0	0	0	0	0	0	0
Musical Comedy Guild	0	0	0	0	0	0	0	0	0	0
Bahai Youth Dance Troupe	0	0	0	0	0	0	0	0	0	0
Shadows Of The Mind Film	0	0	0	0	0	0	0	0	0	0
Kiwanis Community Theatre	0	0	0	0	0	0	0	0	0	0

* In 1990, the Sault Ste. Marie Museum and the Art Gallery became on-line. They currently receive operating dollars.

** Over the Rainbow Children's Entertainment did not receive a grant in 1993 as they were able to cover expenses

*** Other operating dollars are allocated within the Municipal Budget System (ie. Historic Sites Board, Municipal Heritage Committee)

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**Annual Operating Grants By City of Sault Ste. Marie
To Cultural Organizations/Facilities *** 1982 - 2011**

Grantees	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Art Gallery of Algoma	line	1990	n/a	n/a	61750	61750	57415	65000	65000	65000
Algoma Arts Festival Association	7400	7400	7400	8000	7545	7545	6000	7150	6850	6850
Arts Council of SSM & District	2000	2000	2000	10000	7145	7145	6000	6650	7000	7000
Sault Theatre Workshop	0	0	0	0	500	500	2000	1400	950	12500
SSM Historical Society (Museum)	line	1990	n/a	n/a	81510	81510	75800	85800	85800	85800
Sault Symphony Orchestra	0	0	2500	5000	2185	2185	1300	2850	2700	2500
Quonta Regional Drama Festival	0	0	0	0	0	0	0	0	0	0
SSM Horticultural Society	0	0	0	0	0	0	0	0	0	0
Over The Rainbow Children's	0	**500	0	0	0	0	0	0	0	0
Algoma Conservatory of Music	0	0	0	3500	2980	2980	2300	2850	2700	2500
Bush Plane Museum	0	0	0	0	1152	0	0	0	0	0
Northern Ontario Craft Council Exhibition	0	0	0	0	0	0	900	0	0	0
Musical Comedy Guild	0	0	0	0	0	0	0	0	700	700
Bahai Youth Dance Troupe	0	0	0	0	0	0	0	0	0	100
Shadows Of The Mind Film	0	0	0	0	0	0	0	0	0	0
Kiwanis Community Theatre	0	0	0	0	0	0	0	0	0	0

* In 1990, the Sault Ste. Marie Museum and the Art Gallery became on-line. They currently receive operating dollars as annual grants from the City.

** Over the Rainbow Children's Entertainment did not receive a grant in 1993 as they were able to cover expenses

*** Other operating dollars are allocated within the Municipal Budget System (ie. Historic Sites Board, Municipal Heritage Committee)

**Annual Operating Grants By City of Sault Ste. Marie
To Cultural Organizations/Facilities *** 1982 - 2011**

Grantees	2002	2003	2004	2005 A	2005 B	2006	2007	2008	2009
	\$		\$	\$	\$	\$	\$	\$	\$
Art Gallery of Algoma	65000	7500	75000	79500	6000	139,800	144,800	No Request	3000
Algoma Arts Festival Association	6850	6400	6400	10000	0	11,750	11750	11750	11000
Arts Council of SSM & District	7000	6500	7000	7000	6000	11750	11750	11750	11000
Sault Theatre Workshop	1050	1000	1000	2000	1900	3000	3000	3000	2000
SSM Historical Society (Museum)	85800	85800 + 100000 one time	96610	101610	0	151470	149970	0	0
Sault Symphony Orchestra	3000	3000	3000	5000	0	5000	5000	5000	5000
Quonta Regional Drama Festival	0	0	0	0	0	0	0	0	2000
SSM Horticultural Society	0	0	0	0	0	0	0	0	0
Over The Rainbow Children's	0	0	0	0	0	0	0	0	0
Algoma Conservatory of Music	3000	3000	3000	3000	0	6000	6000	6000	5000
Bush Plane Museum	0	****75000	75000	75000	3000	75000	75000	0	0
Northern Ontario Craft Council Exhibition	0	0	0	0	0	0	0	0	0
Musical Comedy Guild	0	1000	0	0	0	0	0	0	0
Bahai Youth Dance Troupe	0	0	0	0	0	0	0	0	0
Shadows Of The Mind Film	0	0	1000	5000	0	5000	6500	5000	4000
Kiwanis Community Theatre	0	0	0	0	5000	0	0	0	0
Rotary	0	0	0	0	0	0	3000	3000	2000
Echo Drum Festival	0	0	0	0	0	1400	1900	1900	1500
Indian Friendship Centre								0	2000
Sault Potters Guild								2700	2000
Queer Voices								800	800
Family Life Theatre								3000	600
St. Mary's River Heritage Centre								0	2000
Totals	171700	289200	268010	310010		410170	417870	53900	53900

* In 1990, the Sault Ste. Marie Museum and the Art Gallery became on-line. They receive operating dollars as annual grants from the City. Not included after 2007

**** Bush Plane Museum came on line in 2003. They receive annual operating grants from the City. Not included after 2007.

*** Other operating dollars are allocated within the Municipal Budget System (ie. Historic Sites Board, Municipal Heritage Committee)

\$246,170 or 143% increase in expenditures from 2002 to 2007

Cultural Assistance Grants increased from \$20,900 in 2004 to \$53,900 in 2005

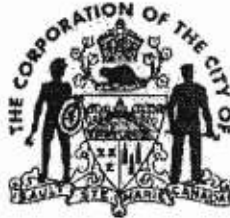
**Annual Operating Grants By City of Sault Ste. Marie
To Cultural Organizations/Facilities 1982 - 2011**

Grantees	2010	2011	2012	2013					
	\$	\$							
Art Gallery of Algoma	0	0	0						
Algoma Arts Festival Association	10500	3000	3000						
Arts Council of SSM & District	10500	15000	16100						
Sault Theatre Workshop	0	2000	0						
SSM Historical Society (Museum)	0	3000	0						
Sault Symphony Orchestra	5000	3000	3000						
Quonta Regional Drama Festival	0	0	0						
Group of Seven Train Event			1000						
Algoma Conservatory of Music	7000	5000	5000						
Marconi Society	0	0	1000						
Musical Comedy Guild	0	1100	1500						
Algoma Multicultural Centre	0	0	1000						
Shadows Of The Mind Film	5000	5000	5000						
Kiwanis Community Theatre	0	0	0						
Kiwanis Club of SSM	0	1500	0						
Rotary	2000	3000	3000						
Echo Drum Festival	2400	1700	2800						
St. Mary's River Marine Heritage Centre	2000	2000	0						
Sault Potters Guild Inc.	2000	5000	0						
Sault Theatre Workshop	2000	2000	1500						
Shingwauk Anishinaabe Students Assoc.	2000	0	0						
Algoma Festival Choir	2300	2500	2500						
Queer Voices of the North	1200	0	0						
Sault Youth Association			2500						
Oral History Project			5000						
Totals	53900	53900	53900						

Bush Plane Museum, Algoma Art Gallery and SSM Museum receive annual operating grants directly from the City budget exclusive of the Cultural Financial Assistance Grants

\\rec&cul\cabi\corresp\11\Grants Annual Operating

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2013 02 19

Mayor Debbie Amaroso
and Members of City Council

REQUEST FOR FINANCIAL ASSISTANCE FOR NATIONAL / INTERNATIONAL SPORTS COMPETITIONS – RICHARD MacLENNAN – SPEED SKATING

PURPOSE

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

BACKGROUND

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

ANALYSIS

The attached application was received from Richard MacLennan for a financial assistance grant to attend the Canada Cup #3 from February 1 to 3, 2013 in St. Foy, Quebec - a national qualifying event sanctioned by Speed Skating Canada. The Parks and Recreation Advisory Committee reviewed the application from Richard MacLennan at their meeting on February 5, 2013 and found that it meets the criteria of the Financial Assistance Policy. The following resolution was passed:

Moved by: R. Carricato

Seconded by: D. Greenwood

"Resolved that the Parks and Recreation Advisory Committee endorse the application by Richard MacLennan for financial assistance for participation at the Canada Cup #3 speed skating championships held from February 1-3, 2013 in St. Foy, Quebec in the amount of \$200. and that a report be sent to City Council for their approval."

CARRIED

Richard's results at the event were impressive with a 1st in the 1000 metre; 2nd in the 1500 metre; and 4th in the 500 metre. This qualifies him to attend the North American Championships in Salt Lake City, Utah in March.

5(h)

IMPACT

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

STRATEGIC PLAN

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

RECOMMENDATION

That the report of the Manager of Recreation and Culture concerning Richard MacLennan be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council approve a \$200. financial assistance grant for Mr. MacLennan's participation at the Canada Cup #3 speed skating championships in St. Foy, Quebec from February 1 to 3, 2013 be approved.

Respectfully submitted,



Joseph J. Cain
Manager Recreation and Culture

Recommended for approval,



Nicholas J. Apostle
Commissioner Community Services

\\cityofstfoyc\2013\National Int Sport Financial Assistance\report financial speed skating

attachments

RECOMMENDED FOR APPROVAL



Joseph M. Fralcor
Chief Administrative Officer



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

PLEASE PRINT

Name and Address of Applicant:

Correspondence will be directed to this name and address.

Name: Richard Mullen

Address: [REDACTED]

Sault Ste. Marie, ON

Postal Code [REDACTED]

Phone: [REDACTED] (H) [REDACTED] (W) Fax: [REDACTED]

Email: [REDACTED]

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

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

Name: (Same as above)

Address: [REDACTED]

Postal Code [REDACTED]

Name of Team or Club (if applicable):

Name of National or International Sporting Competition:

Canada Cup #3

Date(s) of Competition:

Feb 1, 2, 3, 2013

Location of Competition:

St. Eoy, Quebec

Name of Sports Governing Body:

Speed Skating Canada

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

Total Amount of Assistance Requested:
(See Policy for application limits)

\$ 200.00

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

Transportation, meals and incidentals

Have you previously requested financial assistance from the City?

No _____ Yes ✓ Amount \$ 200.00

If yes, please indicate the year(s):

2009, 2010, 2011, 2012

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

Richard Mallen

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

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

DATE: 2013 01 28
Year Month Day

<u>Richard Mallen</u> Name (Applicant)	<u></u> Title (If applicable)	<u>[Signature]</u> Signature	<u>[Redacted]</u> Phone Number
<u>[Signature]</u> Name (Club Official)	<u>HEAD COACH</u> Title	<u>IAN O'NEILL</u> Signature	<u>[Redacted]</u> Phone Number

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

PLEASE RETURN THIS FORM IN PERSON OR BY MAIL TO:

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

For additional information:

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

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

5(h)

Joe Cain

From: [REDACTED]
Sent: January 30, 2013 3:46 PM
To: Joe Cain
Cc: [REDACTED]
Subject: Letter for travel support for Richard MacLennan

Dear Mr. Cain,

Please be advised that Richard MacLennan has qualified to attend the Speed Skating Canada sanctioned Canada Cup competition in Quebec City, February 1 - 3, 2013.

Please note that this is not an open competition. Entry is restricted to skaters who have met qualifying time standards.

Additional information is available on the Speed Skating Canada website.

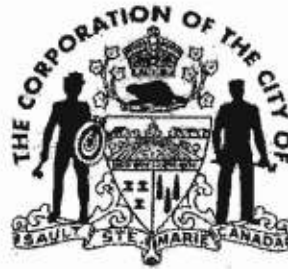
If you have any questions please call me at [REDACTED].

Regards,

Bart Schouten
Speed Skating Canada

Jerry D. Dolcetti, RPP
Commissioner

Carl Rumieli, P. Eng
Design & Construction Engineer



ENGINEERING & PLANNING
DEPARTMENT

Engineering & Construction Division

2013 02 19
Our File: A-12-4-01

Mayor Debbie Amaroso and
Members of City Council

**RE: FOURTH LINE EAST DAVIGNON CREEK CULVERT REPLACEMENT –
ENGINEERING AGREEMENT**

PURPOSE

The purpose of this report is to recommend that Council authorize an agreement with AECOM for the Fourth Line East Davignon Creek Culvert Replacement.

BACKGROUND

At the 2013 02 04 meeting, Council provided approval for the City to enter into an agreement for engineering services with AECOM for design and contract administration services to replace the culvert crossing Fourth Line west of Brule Road and east of the Crimson Ridge Golf Course driveway.

Inspections by Public Works last year revealed that the culvert was in need of replacement. Unfortunately, this is a significant crossing due to its length and depth.

ANALYSIS

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

IMPACT

The impact to the budget is the engineering fee estimate of \$94,830 plus HST. This amount is covered in the \$895K budget amount to be covered by the 2012 and 2013 allowances for bridges and aqueducts.

STRATEGIC PLAN

The Fourth Line East Davignon Creek Culvert Replacement is linked to Objective 1A, Environmental Leadership under the Developing Solid Infrastructure strategic direction.

RECOMMENDATION

It is recommended that Council authorize entering into an agreement for engineering services with AECOM for the design and contract administration for the Fourth Line East Davignon Creek Culvert Replacement, with an engineering fee estimate of \$94,830 excluding HST. By-law 2013-37 authorizing the execution of the agreement can be found elsewhere on this evening's Agenda.

Respectfully submitted,



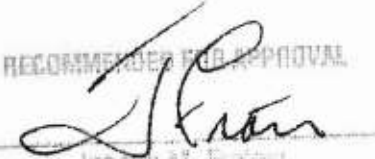
Carl Rumiel, P. Eng.
Design and Construction Engineer

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

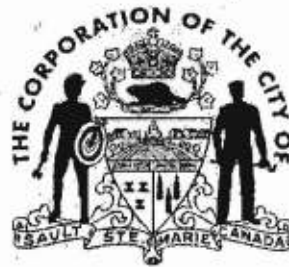
RECOMMENDED FOR APPROVAL



Joseph P. N. Farnham
Chief Administrative Officer

Jerry Dolcetti, RPP
Commissioner

Don Elliott, P. Eng.
Director of Engineering Services



ENGINEERING & PLANNING
DEPARTMENT

Engineering & Construction Division

2013 02 19

Our File: 9.5.9

Mayor Debbie Amaroso and
Members of City Council

RE: MTO CONNECTING LINK FUNDING PROGRAM CANCELLATION

PURPOSE

The purpose of this report is to address the attached January 23, 2013 letter from Minister of Transportation Bob Chiarelli, advising that the Province has cancelled the Connecting Link funding program.

BACKGROUND

For many decades, the Province has acknowledged its responsibility to assist municipalities that do not have highway by-passes, making it necessary for through provincial traffic to travel on municipal streets. The Engineering Division's connecting link file dates back to 1961. Sault Ste. Marie is particularly affected by this program cancellation, as we have a major connection to the U.S. Interstate Highway system in the downtown core at the International Bridge. There is a negotiated, mutually agreed-to list of roads, including bridges, designated as Connecting Links. The most recent list totaling 25 km was negotiated in 2007 after the commissioning of the transportation corridor. It includes:

- Trunk Road – east City Limit to Black Road
- Black Road – Trunk Road to Second Line
- Second Line – Black to Carmen's Way
- Carmen's Way – Second Line to Queen Street
- Queen Street – Carmen's Way to Huron Street
- Great Northern Road – Second Line to North City Limit

Under the Connecting Link program, MTO requests an annual update to our 5 year connecting link reconstruction/resurfacing plan. The annual grant would cover 75% of the construction and engineering costs for road and storm drainage works. Annual grants over the past 13 years have been as follows:

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- 2012 Zero, but \$790,000 carried over from 2011 under-run
- 2011 \$1,237,000
- 2010 \$ 862,500
- 2009 \$ 877,500
- 2008 \$1,143,750
- 2007 \$1,373,250
- 2006 \$1,149,750
- 2005 \$5,005,250
- 2004 \$2,133,000
- 2003 \$1,590,000
- 2002 \$1,443,000
- 2001 \$1,776,800
- 2000 \$1,776,000

In addition to the above amounts, MTO provided \$2,246,250 in 1999 and \$9 M in 2007, on the two occasions where some connecting links were revoked. Clearly, given the above noted total contributions total \$32.4 million over the last 13 years, the Province acknowledged its responsibility.

MTO has been asked how big the annual funding program was for the entire province. It was likely a small fraction of the provincial budget, but provided considerable assistance for northern communities.

In 2011 MTO stopped asking for the annual forecast. Engineering Division staff continued to provide it anyway, since there was no indication of the program's demise. In a December 11, 2012 response (attached) to our 2013 request, MTO provided no indication of program cancellation. MTO only referred us to the Municipal Infrastructure Investment Initiative (MIII) funding program, and provided a reminder that in accordance with the Public Transportation and Highway Improvement Act, Connecting Links remain under the jurisdiction and control of the City and it is our responsibility to maintain them.

ANALYSIS

MTO has cancelled the Connecting Link program with apparently no consultation with municipalities. It is estimated that this effectively reduces the volume of road reconstruction and resurfacing by 10 to 15% annually in Sault Ste. Marie. That is a major hit to road rehabilitation efforts, and the local construction industry. While there are many municipalities that have designated connecting links, very few have the length we do, and very few have an international connection downtown. The citizens of Sault Ste. Marie will be responsible for 100% of connecting links from now on.

Northern cities length of connecting links compare as follows:

- Sault Ste. Marie 24.49 km
- Timmins 21.25 km
- North Bay 6.27 km
- Thunder Bay 0 km
- Sudbury 0 km

Clearly, among the northern cities, Sault Ste. Marie is the most adversely affected by this decision. In fact, Thunder Bay and Sudbury are not affected at all. Sault Ste. Marie must fund 100% of all road reconstruction, resurfacing and maintenance for provincial through traffic between Highway 17 east and north, and the International Bridge. The Province has not made much recent progress on the connection of Highway 17 (New) to Black Road at Second Line. Without it, the City is faced with the need to widen Black Road in addition to the current efforts we have made to widen Second Line. So a portion of the TransCanada through Sault Ste. Marie will remain at two lanes until the City identifies the funds to complete it. That should not come at 100% City cost.

MTO is suggesting the City apply to the Mill program for connecting link funding. That program is accessible by all municipalities, for a wide variety of infrastructure types, not just those with connecting links. There is no doubt considerable competition for these funds, which amount to \$90 million for the entire province. Further, Council will recall that we have already submitted a joint expression of interest application to the Mill program with the Township of Prince to replace the four single lane bridges we share.

If the Connecting Link program has been permanently cancelled, then MTO should be asked to assume portions of our connecting link system so that they are a provincial responsibility.

IMPACT

A typical Connecting Link grant is in the range of \$1 to \$1.5M. Our Capital Construction budget, including all of the gas tax is \$10 to \$11M. The cancellation of the Connecting Link program will reduce our road reconstruction and resurfacing work by 10 to 15%. Connecting Links tend to be high volume roads. They will have to remain a high priority, and it will be other road projects which will necessarily have to be deferred. Streets that are considered deficient now, and in need of full reconstruction are estimated to cost in the \$200 to \$250 million range.

STRATEGIC PLAN

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

RECOMMENDATION

It is recommended that a letter be written to Glen Murray, the newly appointed Minister of Transportation, urging him to:

1. Reinstate 75% funding program for municipal connecting links in continued recognition of the Province's responsibility to assist municipalities that service through traffic, with particular emphasis on the extensive impact it will have on the City of Sault Ste. Marie; or,
Identify other grant funding for Sault Ste. Marie, in particular for a five year capital plan for the widening of Second Line from Pine Street to Black Road, and Black Road from Second Line to McNabb Street, as well as eventual resurfacing of the other connecting links; and
2. Assume portions of our connecting link system so that the Province is 100% responsible for them; and

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3. Renew efforts to complete the connection of Highway 17 (New) to Second Line at Black Road, and/or complete a by-pass around Sault Ste. Marie to connect Hwy. 17 North and East.

Respectfully submitted,



Don Elliott, P. Eng.
Director, Engineering Services

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb
Attach

RECOMMENDED FOR APPROVAL

Joseph M. Fratoni
Chief Administrative Officer

Ministry of Transportation
New Liskeard Area Office
Northeastern Region
500 Rockley Road, P.O. Box 1390
New Liskeard, ON P0J 1P0
Tel.: 705-647-6761
800-720-1120
Fax.: 705-647-4571

Ministère des Transports
Bureau du secteur de New Liskeard
Région du Nord-Est
500, rue Rockley, C.P. 1390
New Liskeard, ON P0J 1P0
Tél.: 705-647-6761
800-720-1120
Télééc.: 705-647-4571



December 11, 2012

Don Elliot, P. Eng.
Director of Engineering Services
The Corporation of the City of Sault Ste Marie
P.O. Box 580-99 Foster Drive
Sault Ste Marie, ON P6A 5N1

Re: Your file # 9.5.9

Dear Don:

I am writing in response to your letter concerning the 2013 Connecting Link Allocation and your 5 year plan.

In the past, MTO provided funding for municipal Connecting Links. Funding for critical municipal infrastructure, including Connecting Links will be considered in the context of the province's new Municipal Infrastructure Strategy.

On August 16, 2012, the Minister of Infrastructure announced the launch of the Municipal Infrastructure Strategy, which will require municipalities that request provincial infrastructure funding to show how projects fit within a comprehensive asset management plan.

Through the strategy, Ontario is providing \$60 million over the next three years to municipalities. Up to \$9 million will be used to help Ontario's smaller and rural municipalities prepare their asset management plans. More information can be found at www.ontario.ca/municipalinfrastructure.

The remaining \$51 million will be used to help address critical road, bridge, water and wastewater projects identified through asset management plans. More details on the capital funding program will be made available soon.

Under the Public Transportation and Highway Improvement Act (PTHIA) connecting links remain under the jurisdiction and control of the municipality. In addition, municipalities are responsible under the Municipal Act to maintain their roads and bridges in a reasonable state of repair.

Yours truly,

Richard Le Clerc
Municipal Services Supervisor

Cc Lance Knox, Scott Middleton

RECEIVED

DEC 13 2012

ENGINEERING DEPARTMENT

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Ministry of Infrastructure

Ministère de l'Infrastructure

Ministry of
Transportation

Ministère des
Transports

Ministry of
Municipal Affairs
and Housing

Ministère des
Affaires municipales
et du Logement



Office of the Minister

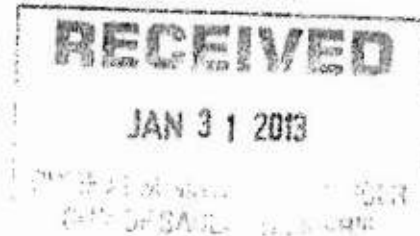
Bureau du ministre

Ferguson Block, 3rd Floor
77 Wellesley St. West
Toronto, Ontario
M7A 1Z8
416-327-9200
www.ontario.ca/infrastructure
www.mto.gov.on.ca
www.ontario.ca/MAH

Édifice Ferguson, 3^e étage
77, rue Wellesley ouest
Toronto (Ontario)
M7A 1Z8
416-327-9200
www.ontario.ca/infrastructure
www.mto.gov.on.ca
www.ontario.ca/MAH

JAN 23 2013

Her Worship Debbie Amaroso
Mayor
City of Sault Ste. Marie
PO Box 580
Sault Ste. Marie ON P6A 5N1



Dear Mayor Amaroso:

I am taking the opportunity to write to you to clarify that the Ministry of Transportation's Connecting Link Program has been discontinued.

I appreciate the challenges facing municipalities in maintaining their infrastructure. That is why the Ontario Government has incorporated the Connecting Links Program in the expanded Municipal Infrastructure Investment Initiative (MIII) funding stream.

In August 2012 The Ontario Government launched the MIII (Municipal Infrastructure Investment Initiative) which will provide funding for critical road, bridge, water and wastewater projects including connecting links. This broader program will provide almost \$100 million over three years to help municipalities address their infrastructure needs.

The first phase of the plan is providing up to \$9 million to help 358 municipalities prepare asset management plans. The second phase which was announced in November 2012, will provide nearly \$90 million to help municipalities undertake critical infrastructure projects. The capital program includes a pre-screening process as well as an application process. The deadline to submit an Expression of Interest was January 9, 2013. A decision will be made as soon as possible regarding which municipalities will be given the opportunity to submit a full application for funding under this program.

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-2-

Investing in infrastructure is part of the Ontario Government's plan to create jobs and strengthen the economy. A strong economy protects the services that mean the most to families - health care and education. That is why, since 2003, we have invested \$13 billion in infrastructure funding, including \$1.5 billion for roads and bridges.

In June 2011, the Ontario government released *Building Together*, our long-term infrastructure plan that sets out the government's commitment to making investments in public infrastructure. Through *Building Together*, the Ontario government committed \$35 billion in infrastructure investments over the next three years.

Ontario remains committed to working with AMO and all municipalities to ensure critical local infrastructure needs are met and I would appreciate any feedback you might have in this regard.

Sincerely,

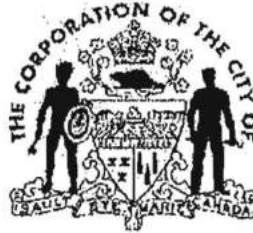


Bob Chiarelli
Minister

c: Joseph Fratesi, CAO
Oraziotti, David, MPP, Sault Ste. Marie

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Mr. Don Scott
Manager
Transit & Parking



Public Works
and
Transportation
Department
Transit Division

2013 02 19

Mayor Debbie Amaroso and
Members of City Council
Civic Centre

RE: AGREEMENT FOR TRANSIT BUS INTERIOR AND EXTERIOR ADVERTISING

PURPOSE

The purpose of this report is to seek Council's approval to endorse a five year agreement with BK Corporate Marketing for the provision of selling advertising on the Transit Services Division's fleet of buses.

BACKGROUND

At the meeting of Council 01 07 2013, Council approved entering into to a five (5) year agreement with BK Corporate Marketing with the following resolution,

"Resolved that the Report of the Manager of Purchasing dated 2013 01 07 be endorsed and that the proposal for the provision of Transit Bus and Para Bus Advertising Sales, as required by the Transit and Parking Division of the Public Works and Transportation Department be accepted as recommended."

ANALYSIS

The agreement has been reviewed and is recommended.

IMPACT

As previously reported to Council the impact to the budget is approximately \$214,000 in gained revenue over five (5) years, plus an annual payment of 5% of the Company's Total Annual Gross Billings for Advertising in Sault Ste. Marie.

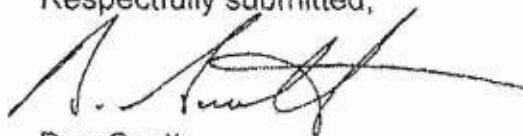
STRATEGIC PLAN

The topic of this report is linked to the Strategic Direction 2: Delivering Excellent Services. Framework for annual department/division operations plans to link with strategic plan, performance evaluation system and budget process.

RECOMMENDATION

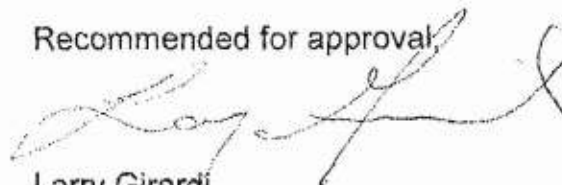
That the report of the Manager of Transit and Parking be received as information. By-law 2013-36 authorizing execution of the Agreement has been placed on the Agenda for your consideration.

Respectfully submitted,



Don Scott
Manager of Transit and Parking

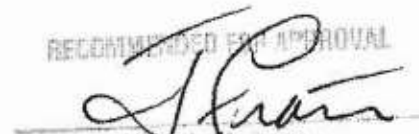
Recommended for approval,



Larry Girardi
Commissioner Public Works and
Transportation

DS/ep

RECOMMENDED FOR APPROVAL


Joseph M. Pralor
Chief Administrative Officer

Mr. Don Scott
Manager
Transit & Parking



Public Works
and
Transportation Department
Transit Division

2013 02 19

Mayor Debbie Amaroso and
Members of City Council
Civic Centre

RE: BUS STAGING DURING CHRISTMAS AND COMMUNITY DAY PARADES

PURPOSE

This report is in response to the council resolution dated 2013 02 04:

"Whereas each year during parades city buses use Albert Street East just west of Dennis St. as a loading and unloading zone, as buses cannot access the main bus terminal; and

Whereas the use of Albert Street for this purpose has caused some concerns for some residents, including idling buses, blocked driveways, passengers using front lawns and driveways as waiting areas, and considerable narrowing of the street; and

Whereas on the day of parades City Transit carries hundreds of passengers to the downtown core to watch the parade; and

Whereas regular transit service to our community does not stop during parades;

Now Therefore Be It Resolved that the City Transit Department explore options to using Albert Street East as a bus staging area during parades and report back to Council."

BACKGROUND

For the last 25 to 30 years, during the Community Day and Christmas parades, the Transit Services Division has staged eight (8) buses on Albert St. near Dennis St. The buses are usually staged for 10 minutes of each hour, for three hours during parade days. This happens twice a year. The standard practice is to park four buses on Albert St., east of Dennis St. and four buses on Albert St., west of Dennis St.

Parking the buses on Albert St. enables transit staff to organize a close walking distance for passengers going to and from the bus terminal; passengers can walk easily and safely between the bus terminal and the buses on Albert St. This is important because regular transit schedules continue for the duration of the parades.

ANALYSIS

In November of 2012, Transit staff reviewed the possibility of parking the fleet elsewhere during the parades. It was found that there is no viable option for staging the buses while Queen St. is closed. Any location other than Albert St. would significantly increase the walking distance and accessibility between the buses and the terminal.

IMPACT

For Council's consideration in this decision, it is not practical to move the fleet to another location. There are no feasible options due to the closure of Queen St.

The downtown core is congested with pedestrians and parade floats during the parades. The Transit Division's priority is to maintain regular scheduled service with little time variance.

The most viable solution is to add supervisory staff for the Albert St. area with the supervisors' primary directive to ensure there are no problems associated with the buses staging on Albert St.

STRATEGIC PLAN

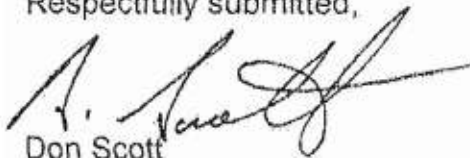
The topic of this report is not linked to any activity of the Corporate Strategic Plan.

RECOMMENDATION

It is recommended that the Transit Services Division provide additional supervisory staff on Albert St., at the location where City buses stage during the Community Day and Christmas parades. This will ensure that there are no problems with the buses staging on Albert St.

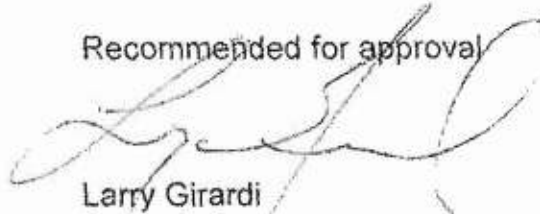
All of which is submitted for Council's approval.

Respectfully submitted,



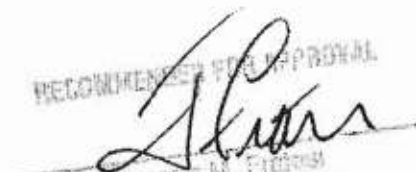
Don Scott
Manager
Transit & Parking

Recommended for approval



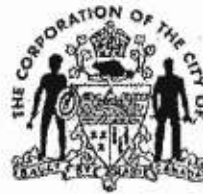
Larry Girardi
Commissioner
Public Works & Transportation

DS/ep

RECOMMENDED FOR APPROVAL

Joseph M. Prosser
Chief Administrative Officer

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Susan Hamilton Beach, P. Eng
Deputy Commissioner



**Public Works and
Transportation Department**

2013 02 19

Mayor Debbie Amaroso and
Members of City Council

**RE: ADDITION TO SCHEDULE 'A', BY-LAW 77-200
 TRAFFIC BY-LAW**

PURPOSE

The purpose of this report is to seek Council's approval of a recommended addition to the Traffic By-law 77-200 in order to increase traffic safety on Sharon Crescent.

BACKGROUND

The Traffic Division of the Public Works and Transportation Department has recently received a petition from the residents of Sharon Crescent. It is suspected that students from Sault College are parking along Sharon Crescent to avoid paying for parking. The Traffic Division has confirmed that this practice does occur on a daily basis and it is a safety issue during the operational hours of Sault College. A parking prohibition currently exists for Tadcaster Place to address this same concern.

ANALYSIS

Following the request to the Traffic Division this location has been visited on a number of occasions. On a regular basis vehicles were observed parking along Sharon Crescent thus creating safety issues.

Due to the congestion caused by the parked vehicles on the roadway and the associated safety concerns, we propose the following parking prohibition. The parking prohibition is for both sides of Sharon Crescent between the south intersection of Tadcaster Place and Sharon Crescent and the dead end of Sharon Crescent from 9:00 am to 11:00 am, 1:00 pm to 3:00 pm Monday to Friday – holidays exempt September 1st to May 15th. It is expected that the parking prohibition will increase roadway capacity, increase safety and give the residents the flexibility of parking there during off-peak hours and holidays. Councillors Pat Mick and Brian Watkins support this parking prohibition.

IMPACT

There is no budget impact due the proposed changes to the by-law.

STRATEGIC PLAN

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

RECOMMENDATION

That the report of the Deputy Commissioner of Public Works concerning an addition to the Traffic By-law be approved and that furthermore Council direct the Legal Department to bring forward the appropriate by-law amendment at a later date.

Addition to By-law 77-200 Schedule "A" Parking Prohibition

Street	Side	From	To	Prohibition
Sharon Crescent	Both	South intersection of Tadcaster Place & Sharon Crescent	Dead End of Sharon Crescent	9:00 am – 11:00 am 1:00 pm – 3:00 pm Monday to Friday Holidays Exempt September 1 st to May 15 th

Respectfully submitted,



Susan Hamilton Beach, P. Eng.
Deputy Commissioner

Recommended for approval,



Larry Girardi
Commissioner

RECOMMENDED FOR APPROVAL

Joseph M. Frosch
Chief Administrative Officer

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Susan Hamilton Beach, P. Eng
Deputy Commissioner



Public Works and
Transportation Department

2013 02 19

Mayor Debbie Amaroso and
Members of City Council

**RE: ADDITION TO SCHEDULE 'A', BY-LAW 77-200
 TRAFFIC BY-LAW
 THIRD LINE EAST AT THE HUB TRAIL ENTRANCE**

PURPOSE

The purpose of this report is to seek Council's approval of a recommended addition to the Traffic By-law 77-200 in response to a request by Police Services to address concerns with vehicles parking on Third Line East in and around the entrance to the Hub Trail as shown in Figure 1, attached.

BACKGROUND

The Traffic Division of the PWT Department has recently been contacted by Police Services regarding a concern in this area. As a result of the request, the Traffic Division has visited the site on a number of occasions and a safety issue has been noted due to the width of the road, the roadway being a Class A truck route and the regularly parked vehicles from users of the Hub Trail.

ANALYSIS

A parking prohibition is recommended at this location to mitigate safety issues. Councillors Frank Fata and Marchy Bruni support this parking prohibition.

IMPACT

There is no budget impact due the proposed changes to the by-law.

STRATEGIC PLAN

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

RECOMMENDATION

That the report of the Deputy Commissioner of Public Works concerning an addition to the Traffic By-law be approved and that furthermore Council direct the Legal Department to bring forward the appropriate by-law amendment at a later date.

Addition to By-law 77-200 Schedule "A" Parking Prohibition:

Street	Side	From	To	Prohibition
Third East	Line South	100m east of Hub Trail entrance	300 m west of Hub Trail entrance	Anytime
Third East	Line North	100m east of Hub Trail entrance	300 m west of Hub Trail entrance	Anytime

Respectfully submitted,



Susan Hamilton Beach, P. Eng.
Deputy Commissioner

Recommended for approval



Larry Girardi
Commissioner

RECOMMENDED FOR APPROVAL



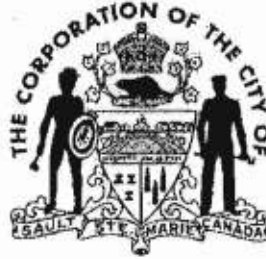
Joseph M. Hickey
Chief Administrative Officer

560

Figure 1



Jacob Bruzas, CPA, CA
 Manager of Audits
 and Capital Planning



Finance Department

2013 02 19

Mayor Debbie Amaroso and
 Members of City Council

RE: TALL SHIPS 1812 TOUR "SAILS ON THE ST. MARYS" – JULY 19 – 21, 2013

PURPOSE

Algoma 1812 has submitted a Request for Financial Assistance to support "Sails on the St. Marys," a tall ship event being held at the Roberta Bondar Marina as part of the 1812 Bicentennial HistoryFest (2013), a three-day outdoor, family-friendly commemoration of the War of 1812. The request is for the waiving of the port and venues fees at the Roberta Bondar Pavilion/Marina from July 19-21, 2013.

BACKGROUND

The Finance Department has reviewed this request to ensure that all financial information is complete, that eligibility criteria is met and assessment criteria has been applied, in accordance with the Financial Assistance Policy for Sustaining and Other Grants. The Algoma 1812 Tall Ships application does *not* meet the assessment criteria as greater than 80% of the projected funding is coming from upper levels of government. The Policy specifically states that "Such an organization is considered to be adequately funded from government sources and should be able to raise the balance of its funding from the private sector. The organization should show that the private sector or non-governmental field has contributed a minimum of 20% of the funding for the program."

Algoma 1812 has also submitted an application through the City's Cultural Financial Assistance Policy requesting \$5,000 for security and EMS services at the Roberta Bondar Pavilion/Marina during the Tall Ships event.

ANALYSIS

Although the application does not meet the eligibility criteria for the Financial Assistance Policy, in the past, port and venue fees have been waived for other similar events; most recently in 2010 when the fees were waived for the HMS Bounty and Pride of Baltimore tall ships.

–More–

6(1)(a)

Joe Cain, Manager of the Recreation and Culture Division, Community Services Department estimates that revenues lost due to the waiving of dock fees and Pavilion rental fees will be recovered through the business generated both on site and in the community over the 3-day event. In addition to the many local citizens and tourists expected to visit the site there will also be a significant number of re-enactors, ships' crew members and other promotional groups in the City to take part in this pan-provincial event. The visitors and participants will result in a significant economic spinoff in the community. The numbers of visitors to the site is expected to generate significant sales for vendors and the City operated canteen. It is further expected to significantly increase business at the Roberta Bondar Marina during the event. A letter of support from Mr. Cain is attached.

Ian McMillan, Executive Director of Tourism Sault Ste. Marie, has also provided a letter of support (see attached) recognizing the economic impact of the event generating increased tourist visitation and spending in the area.

IMPACT

The anticipated lost revenue by waiving the fees is estimated at \$5,500. It is anticipated that this will be at least partially recovered through increased business at the Roberta Bondar Marina during the event.

STRATEGIC PLAN

This event is not identified in the Strategic Plan.

RECOMMENDATION

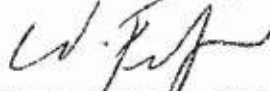
That the report of the Manager of Audits and Capital Planning concerning Algoma 1812's Financial Assistance Policy application be received and the recommendation that the request for the waiving of the port and venues fees at the Roberta Bondar Pavilion/Marina from July 19-21, 2013 be approved; based on past practice and the endorsement by the Community Services Department and Tourism Sault Ste. Marie.

Respectfully submitted,



Jacob Bruzas, CPA, CA
Manager of Audits and Capital Planning

Recommended for approval,



W. Freiburger, CMA
Commissioner of Finance and Treasurer

JB/

attachments

RECOMMENDED FOR APPROVAL



Joseph M. Fralosi
Chief Administrative Officer

6(1)(a)

JOSEPH J. CAIN
MANAGER RECREATION & CULTURE DIVISION



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

2013 02 19

Mr. Jacob Bruzas
Manager of Audit & Capital Planning
Finance Department
City of Sault Ste. Marie

Dear Mr. Bruzas:

In 2012, Algoma 1812, a non-profit organization, planned and executed the Commemoration of the War of 1812 at both Fort St. Joseph and the Ermatinger-Clergue National Historic Site. This major event had a direct financial impact on the City attracting a significant number of visitors to our City. As a continuation of the commemoration of the War of 1812, a Tall Ships Challenge® has been planned to take place in 2013. Developed in cooperation with the Province of Ontario and Tall Ships America this event will take place at various locations throughout the Great Lakes. Sault Ste. Marie is one of the key locations that have been chosen to host a number of these tall ships at an event appropriately named "Sails on the St. Marys". In conjunction with the visit of the tall ships, there will be a major festival taking place referred to as *Historyfest 2013*. This will take place during Rotary Days in July of 2013.

The Provincial Government is contributing \$1.3 million dollars in funding for this pan-Provincial event of which \$60,000 is earmarked for the festivities in Sault Ste. Marie. Algoma 1812 is also seeking grant funding from a variety of other sources, as well as, corporate sponsorship to fund the local festival which has an estimated budget of \$340,800.

This three-day event will result in an increased economic impact to local businesses, accommodations, restaurants and attractions. Building on the cultural tourism experiences of 2012, the festival enhancements will continue to tell the stories of the War of 1812.

The Community Services Department of the Corporation of the City of Sault Ste. Marie strongly supports Algoma 1812's efforts to secure this major event for the City of Sault Ste. Marie. As a department we are prepared to waive fees associated for the use of the Roberta Bondar Pavilion and Marina to host the ships and the festival activities. The Community Services Department will have an active and hands-on role through support and utilization of the Pavilion and Marina which will contribute to the success of a world class experience. In addition, we also endorse the request of Algoma 1812 to secure additional funding from the Cultural Financial Assistance Program in support of the festival.

Please let me know if you require any further information in this regard.

Yours truly,

A handwritten signature in black ink, appearing to read "J. Cain".

Joseph J. Cain
Manager Recreation and Culture Division
Community Services Department

li/Recreation & culture/ general/2013/memo re tall ships event

cc: N. Apostle, Commissioner Community Services
K. Fisher, Curator - Ermatinger-Clergue Heritage Site



Sault Ste. Marie
**ECONOMIC
DEVELOPMENT
CORPORATION**



BUSINESS
Sault Ste. Marie
a division of the SSMEDC



TOURISM
Sault Ste. Marie
a division of the SSMEDC

February 19, 2013

Algoma 1812

"Sails on the St. Marys"

To Whom It May Concern:

On behalf of tourism Sault Ste. Marie, I would like to lend support to the Algoma 1812 initiative – "Sails on the St. Marys"

Algoma 1812 has been working diligently to develop unique programming so as to highlight the celebration of the War of 1812, and position Sault Ste. Marie as a destination for travellers interested in experiencing first-hand what it was like living in that time period.

For the coming year, they are looking to further develop the "2013 HistoryFest" which will feature enhanced land programming to support 'Sails on the St. Marys', our region's component of a pan-provincial tall ship program on the Great Lakes in summer 2013. They are looking to build on their successful programming and further enhance Sault Ste. Marie (and Algoma) as a cultural tourism destination.

Algoma 1812 have been active participant with the Sault Ste. Marie festivals and Events Network, and by developing these interpretive and interactive programs, it will enable Tourism Sault Ste. Marie to create new vacation packages that consumers can purchase directly through the online reservation system

We look forward to working with them to generate increased tourist visitation and spending to Sault Ste. Marie and the Algoma Region

Regards.

Ian McMillan
Executive Director
Tourism Sault Ste. Marie



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



City Clerk's Office

6(1)(b)

2013 02 19

Mayor Debbie Amaroso and
Members of Council

RE: CREATION OF THE POSITION OF DEPUTY MAYOR

PURPOSE

The purpose of this report is to recommend the creation of the position of Deputy Mayor.

BACKGROUND

As Council is aware there is currently in place a system of rotation that provides for councillors to assume the role of Acting Mayor when required. Each councillor is assigned one month during the year in which, if required, they act in the absence of the Mayor to fulfill operational duties (ie chairing Council meetings, signing of documents etc).

During the review of the Procedure By-law, staff were asked to review how the absence of the Mayor is handled in other communities. A survey was completed (attached) which indicated that other municipalities use either Deputy Mayors (appointed) or Acting Mayors (usually on a rotating basis).

ANALYSIS

The City has used the Acting Mayor position on a rotating basis for many years. The advantage to this system is that the opportunity to act in the Mayor's absence is divided equally among all the councillors and that it is simple to administrate. The disadvantages are that councillors are sometimes apprehensive or do not want to take on the role when the need arises. It is also more difficult for the Mayor to brief an Acting Mayor on more critical issues requiring attention during the Mayor's absence, especially when the absence may cross from one month to another, thereby necessitating the briefing of two Acting Mayors.

The advantage of a Deputy Mayor position is that there is an appointee who is a consistent presence and is able to act on operational matters with less ongoing preparation and briefing than the Acting Mayor system.

While the process of appointing a Deputy Mayor varies among municipalities, the recommended process is that the position be appointed by Council upon the recommendation of the Mayor.

2013 02 19

Page 2

Should Council approve of the creation of a Deputy Mayor position, it is recommended that a two year appointment be made as part of the usual board and committee appointment process. For this term it is recommended that an appointment be made in the near future for the balance of this Council term.

IMPACT

There is no budgetary impact to the creation of this position.

STRATEGIC PLAN

This review of the procedure by-law is an operational activity not articulated in the corporate Strategic Plan.

RECOMMENDATION

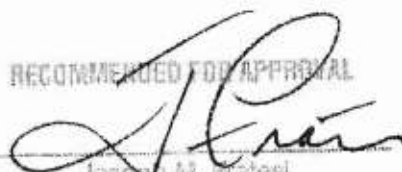
That the report of the City Clerk dated 2013 02 19 be accepted as information and that a by-law formalizing the position of Deputy Mayor be drafted and approved at a future meeting of Council.

Respectfully submitted,



Malcolm White
City Clerk

RECOMMENDED FOR APPROVAL



Joseph M. Patesi
Chief Administrative Officer

Deputy or Acting Mayors Survey

Municipality	Position	Notes
Timmins	Acting Mayor	Rotation
North Bay	Deputy Mayor	Councillor who placed first in election (council is elected at large)
Sudbury	Deputy Mayor (2)	Appointed by Council for a 2 year term (provision for one to be French speaking)
Thunder Bay	Acting Mayor	Monthly rotation
Ajax	Acting Mayor	Appointed by Council
Brantford	Acting Mayor	Rotation
Burlington	Deputy Mayor	Monthly rotation
Guelph	Acting Mayor	Monthly rotation (alphabetical order)
Hamilton	Deputy Mayor	Appointed by Council 'on a scheduled basis'
Kingston	Deputy Mayor	Interested councillors are drawn randomly for 2 month terms
London	Acting Mayor	Rotation
Ottawa	Deputy Mayor (2)	Appointed by Council upon recommendation of the Mayor
Peterborough	Deputy Mayor (2)	Appointed by Council upon recommendation of the Mayor
St. Catharines	Deputy Mayor	Appointed annually by Council
Windsor	Acting Mayor	Rotation

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



City Clerk's Office

6(1)(c)

2013 02 19

Mayor Debbie Amaroso and
Members of Council

RE: PROCEDURE BY-LAW REVIEW

PURPOSE

The purpose of this report is to recommend amendments to the procedure by-law (99-100).

BACKGROUND

The procedure by-law contains the following provision: "The Procedure By-law shall be reviewed every four years (at the mid-term of Council) by establishing a Procedure By-law Review committee initiated by the City Clerk."

A committee comprised of: Mayor Debbie Amaroso, Councillor Paul Christian, Councillor Brian Watkins, CAO Joe Fratesi, City Clerk Malcolm White, City Solicitor Nuala Kenny and Deputy City Clerk Rachel Tyczinski has reviewed the by-law and is recommending various amendments.

Comments received from the Sault Ste. Marie Ratepayers Association are attached and relate to: the release of the agenda to Council and the public; the time required to request to appear before Council as a delegation; and a suggestion that by-laws be read at three separate meetings.

The release of the agenda earlier than Thursday afternoon to Council and Friday morning to the public was addressed in the Deputy City Clerk's report to Council dated 2012 01 23, a copy of which is attached hereto, and is not recommended for the reasons outlined therein. If and when an electronic agenda preparation process is adopted, timelines could be altered.

The purpose of delegations appearing before Council is not to provide Council with additional input with respect to matters already on the agenda. The public generally expresses opinions to members of Council by telephone or e-mail prior to a meeting. The public also attends Council meetings when there is an issue of interest, however, hearing delegations from every person with an interest in a subject under discussion at a Council meeting would be unwieldy.

Placing by-laws on three agendas prior to passage would be inefficient and cumbersome. Educating the public with respect to a new by-law is a separate exercise from the passage of the by-law and should be addressed through a communication strategy.

ANALYSIS

As consolidated by-laws can become cumbersome over time due to numerous amendments, and in an effort to streamline the by-law, a fresh by-law is recommended, as opposed to an amending by-law.

The proposed new by-law has been re-organized for clarity and ease of reference. Grammatical changes have been made as necessary for clarity.

The following amendments are recommended in order that the by-law reflect actual practice:

1. *Seating of Members of Council* – The current by-law states that the Mayor shall determine the order of seating of members in the chamber prior to the inaugural meeting of Council. The following amendment is recommended: "So long as members are elected from wards and the chamber is divided into two sides or rows, one member from each ward shall be seated in each row or side. The member with the greatest seniority of continuous service shall be seated at the end of the row or side closest to the head of Council. Where seniority is equal, seating shall be determined alphabetically by last name. The order of seating shall remain in effect for the whole of the term."
2. *Regular Meetings – Date and Time* – The current by-law states that regular meetings of Council be held twice per month except during the months of July and August. The month of December has been added to the exceptions. Wording has also been added to provide for the holding of a meeting on a Tuesday where a meeting would otherwise fall on a holiday Monday.
3. *Notice of Cancellation or Change in Date or Time of Meetings, Special Meetings* – The current by-law contains no provisions as to notice to the public of cancellation or change in date or time of a meeting, or for a special meeting. The following amendment is recommended: "Notice of special meetings shall be posted to the City's web page and distributed to the media as soon as possible."
4. *Delegations* – It is recommended that the wording for delegations be clarified to state actual practice – that a request must be made in writing, giving details of the matter to be spoken to, at least one week in advance of the Council meeting, and that the request is decided by the Agenda Review Committee.

The following amendments are recommended for procedural or statutory accuracy/clarity:

1. *Length of Meeting* – The current by-law states that a simple majority vote is sufficient to carry a motion to suspend the provisions of the procedure by-law allowing a meeting to exceed five hours. As such a motion impacts the rights of members, it properly requires a 2/3 vote to pass and this should be corrected.
2. *Closed Session* – The provisions of section 239(2) of the *Municipal Act 2001* setting out closed session provisions are articulated in the by-law for ease of reference.
3. *Recorded Votes* – The current by-law states that any member, before the question is put, may require that the vote be recorded. Section 246(1) of the *Municipal Act 2001*

6(1)(c)

provides that the request may be made immediately before or after the taking of the vote, and it is recommended that the new by-law reflect the statutory provision.

4. *Rules of Parliament* – The current by-law refers to Bourinot's Rules of Order as the parliamentary authority to be used in situations not specifically provided for in the procedure by-law. As Bourinot's deals primarily with procedure in the House of Commons of Canada and on the "procedure at public assemblies including meetings of shareholders", the committee recommends adoption of "*Meeting Procedures: Parliamentary Law and Rules of Order for the 21st Century*" by James Lochrie, Canadian parliamentarian. Lochrie's *Meeting Procedures* is relatively jargon-free and was written with a focus on non-profit organizations, professional associations, and public bodies such as school boards and municipal councils. The author is a professional parliamentarian registered with the American Institute of Parliamentarians, who works mainly with Ontario and Canadian organizations, including municipalities and school boards.
5. *Proper Terms for Motions* – The current by-law uses a smattering of terms for motions, some of which are not parliamentarily correct (i.e. a motion to "defer" is properly a motion to "postpone"). It is recommended that the proper terms be referenced in the by-law, including a definition, order of precedence, rules of debate, and, where more than a majority vote is required to carry, a statement to that effect.

The following amendments are recommended for efficiency:

1. *Deputy Mayor* – The current by-law provides that each Councillor be assigned a month of the year during which he or she shall act in the event that the Mayor does not attend at a meeting, is more than fifteen minutes late to a meeting, or unable to chair due to the provisions of the *Municipal Conflict of Interest Act*. A report recommending the creation of a Deputy Mayor position is found elsewhere on your agenda and, if approved, will dictate the form of this amendment.
2. *Notice to Members of Council* – The current by-law provides that notice of special meetings be given to members of Council by e-mail *and* facsimile transmission or delivery to each member of Council at his/her home *and* place of business or by such other manner as the head of Council shall direct. It is recommended that this be changed to e-mail *or* facsimile transmission *or* delivery to home *or* place of business.

IMPACT

There is no budgetary impact.

STRATEGIC PLAN

Review of the procedure by-law is an operational activity not articulated in the corporate Strategic Plan.

RECOMMENDATION

That the report of the City Clerk dated 2013 02 19 be accepted as information and that the recommended amendments be formalized into a new procedure by-law to be approved at a future meeting of Council.

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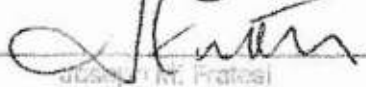
2013 02 19
Page 4

Respectfully submitted,



Malcolm White
City Clerk

RECOMMENDED FOR APPROVAL



Joseph M. Prato
Chief Administrative Officer



Sault Ste. Marie Ratepayers Association

357 Northern Avenue East, Sault Ste. Marie, Ontario, P6B 4J7



saultste.payers@hotmail.com

Mr. Malcolm White
City Clerk
Corporation of the City of Sault Ste. Marie

Dear Mr. White:

RECEIVED
CITY CLERK
OCT 26 2012
NO. 52623
DIST: Procedure By-law Review Committee

The Sault Ste. Marie Ratepayers Association would like to submit some suggestions for consideration by the committee that will be reviewing By-Law # 99-100 (procedural By-Law)

SECTION 38 DELIVERY OF AGENDA TO MEMBERS AND THE PUBLIC:

- (1) Consider changing Thursday to Wednesday so that council will have more time to consider the agenda and acquire information and understanding to better be prepared for the meeting.
- (2) Consider changing Friday to Thursday to allow the public more time to consider the agenda and acquire information and understanding of the agenda and whether or not to approach the clerk to appear before council on a matter.

SECTION 40 DELEGATIONS:

- (1) This timeline does not fit with the release of the agenda and poses an unnecessary need to reassess the ability of appearance before council of any concerned party on an issue in the agenda. (The agenda is not made public until the Friday before the meeting but delegations are required to notify they want to appear the Tuesday before that.)

SECTION 41 BY-LAWS ETC.:

- (2)
- (3) Consider amending to add that the three (3) readings be at separate meetings to allow the public a chance to understand fully the new By-Law and to consider appearing before council on the matter or contacting their representative on the matter. This also complies with Provincial and Federal Parliamentary Procedures.

ADDITIONAL SUBMISSION:

Consider adding language to address the use of electronic devices during or outside of council meetings for the purpose of conducting council business.

Respectfully submitted for your consideration,
The Sault Ste. Marie Ratepayers Association

Rachel Tyczinski
Deputy City Clerk &
Manager of Quality
Improvement



City Clerk's
Department

2012 01 23

Mayor Debbie Amaroso and
Members of City Council

RE: COUNCIL AGENDA PROCESS

PURPOSE

This report is in response to the council resolution dated 2011 10 11:

"Whereas the City Council of Sault Ste. Marie meets primarily bi-weekly on Monday afternoons with agendas being distributed to Council after traditional working hours on the previous Thursday; and

Whereas a review of this agenda takes considerable time to establish what information from staff and other resources may be needed to prepare for a Monday meeting; and

Whereas it would not be unreasonable for this to take up a significant portion of a working day to begin enquiries, with all staff being off for two days following; and

Whereas it could be assumed that all parties are preparing for a Monday meeting and have numerous other responsibilities; and

Whereas the magnitude of Council decisions should be given the most amount of time possible for appropriate attention so that the entire Council agenda is given due consideration,

Now Therefore Be It Resolved that the office of the City Clerk be asked to report back to Council with recommendations to afford Council increased time to prepare for meetings through whatever means possible."

BACKGROUND

The current Council agenda preparation process is as follows:

1. Council reports are prepared by various departments and forwarded to the City Clerk and the Chief Administrative Officer (and other departments where relevant)
2. Council reports are reviewed by the City Clerk and CAO and, if required, returned to the originating department for editing

6(1)(c) 5(j)

3. Correspondence from outside agencies, public, etc. is received and logged by the City Clerk's office
4. Requests for proclamations are received by the City Clerk's office
5. Council members submit notices of motion and/or resolutions to the City Clerk for inclusion on the Council meeting agenda
6. The Agenda Review Committee (Mayor, CAO, City Clerk) meets on the Tuesday afternoon prior to the following Monday's Council meeting to confirm what correspondence, reports, proclamations, etc. will appear on the agenda as well as any delegations to be heard by Council
7. Council resolutions are prepared which capture the staff recommendations outlined in reports (Wednesday)
8. The City Clerk's office prepares the agenda outline document based on the reports and correspondence reviewed at the Agenda Review meeting (Wednesday)
9. City Clerk's office staff meets with Legal Department staff to co-ordinate by-law section of agenda (Wednesday)
10. The City Clerk reviews the completed agenda, items are numbered and the document prepared for printing. (Thursday morning)
11. Office Services scans the full agenda document electronically (average 225 pages) and produces 40 copies of the agenda with supporting reports/documentation. Office Services staff places agendas for members of Council who use binders and Senior Management team members in Council agenda binders under appropriate tabs. (Thursday afternoon)
12. Agenda binders/packages are hand delivered to members of Council. (Thursday evening)
13. The complete Council agenda is posted to the municipal website. (Friday morning)

It should be noted that this process can be impacted by the late receipt of Council reports, etc. Ideally, all reports and resolutions/notices of motion from Council members are in the hands of the City Clerk at the time of the Agenda Review meeting on Tuesday afternoon. In practice, reports (and revisions to reports), and proposed resolutions are at times received up until the time the agenda is printed. Reports received after the agenda has gone to print are included on an addendum to the agenda prepared on the morning of the Council meeting.

6(1)(c) 5(j)

ANALYSIS

This report attempts to explore the various options open to Council to improve the time that Council members have to review agenda items prior to Council meetings.

1. Moving the agenda preparation schedule ahead by 24 hours

The Agenda Review meeting could be held on Mondays instead of Tuesdays so that the agenda would be delivered to members of Council on the Wednesday prior to a Council meeting. This would allow councillors Thursday and Friday to review items, discuss issues with staff, etc. This solution, however, does not address the issue of late reports and would lead to more items being placed on addendums circulated the day of the Council meeting. Agenda Review meetings scheduled for Monday afternoons would be impacted by holiday weekends from time to time.

2. Releasing the agenda outline document to Council on Wednesday afternoon

The agenda outline document (that is the agenda document without attached reports) could be e-mailed to members of Council on Wednesday afternoon before a Council meeting. Members of Council would not be able to review associated staff reports until receipt of the hard copy of the full agenda on Thursday evening, however, receipt of the agenda outline would provide an overview of items to be included on the agenda. This solution does not address the issue of reports and resolutions received after Wednesday afternoon.

3. Electronic Agendas

Many municipalities have implemented electronic (paperless) agendas. Reports are electronically submitted to the City Clerk's office in a pre-designed template. As the agenda document is populated, numbering of agenda items and attachments is automatically updated. Users click on the title of an agenda item and the corresponding report opens. Members of Council would have the opportunity to make private notes on their electronic copy.

Significant time savings can be realized by reducing the print time, the time to compile agenda binders, and physical delivery time. This could allow for full electronic agendas to be distributed to members of Council and SMT Wednesday evening with the full agenda posted to the City website Thursday morning. Paper copies would still be delivered to members of Council who prefer a paper agenda on Thursday. Members of Council who prefer not to use technology either to review the agenda or at Council meetings would continue to use a paper agenda.

This solution provides an improved timeline due to ease of assembly, distribution and web-posting, as well as a consistent document format.

6(1)(c) 5(1)

Many municipalities choose to display the electronic agenda on-screen at Council meetings. Electronic agenda software packages also allow for the possibility of on-screen voting by members of Council to be displayed on the Council Chambers screen. Some municipalities have used web streaming and electronic agendas in tandem to create Council minutes, so that one click on the subject in the minutes not only opens the corresponding report, but also plays the relevant section of video from the Council meeting.

Electronic agenda software could be shared with committees of Council for their agenda and minute preparation, creating a consistent look and feel of documents across the organization.

IMPACT

There is no budgetary impact in adopting either of solutions 1 or 2 above.

Implementation of an electronic agenda process is estimated at a one-time cost of \$30,000 (including training) with ongoing support/maintenance estimated at \$5,000 to \$6,000/annually.

The 2011 budget for copying agendas and Council material was \$15,150. Adoption of an electronic agenda process would result in significant cost savings.

STRATEGIC PLAN

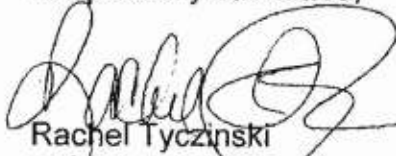
Council administration software has been identified as an activity in the Corporate Strategic Plan under Strategic Direction 2: Delivering Excellent Services; Objective 2D – Technological Innovation

RECOMMENDATION

The City Clerk's Department does not recommend adoption of option #1 above (advancing agenda process by 24 hours). Option #2 (circulating an electronic copy of the preliminary agenda outline on Wednesday afternoon) is recommended as an interim measure pending adoption of an electronic agenda process.

"That the report of the Deputy City Clerk dated 2012 01 23 concerning Council Agenda Process be received and the recommendation that an electronic agenda process be adopted be referred to 2012 Budget."

Respectfully submitted,


Rachel Tyczinski
Deputy City Clerk and
Manager of Quality Improvement

Recommended for approval,


Malcolm White
City Clerk

RECOMMENDED FOR APPROVAL

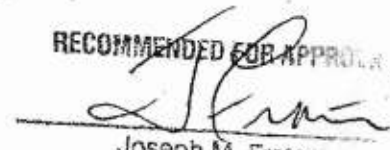

Joseph M. Fratesi
Chief Administrative Officer

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**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2012-**

COUNCIL PROCEDURE: A by-law to regulate the proceedings of the Council of the City of Sault Ste. Marie

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to section 238 of the *Municipal Act 2001*, and amendments thereto, ENACTS as follows:

1. Rules of Procedure Adopted

- 1.1 In all proceedings had or taken by the Council the following rules and regulations shall be observed, and shall be the rules and regulations for the order and dispatch of business of the said Council.
- 1.2 This by-law shall apply to and govern the calling and proceedings of meetings of local boards and committees as defined in section 238 of the *Municipal Act, 2001* and does not include the Police Services Board, the Public Library Board or the Sault Ste. Marie and Region Conservation Authority.
- 1.3 The Procedure By-law shall be reviewed at the mid-term of each Council by establishing a Procedure By-law Review Committee initiated by the City Clerk.

DUTIES OF THE MAYOR

2. Head of Council

2.1 Mayor Presides

The Mayor, being the head of the Council, shall preside at all meetings of the Council and shall be addressed as Mr. Mayor or Madam Mayor as the case may be.

2.2 Right to Vote

The head of Council (except where the head of Council is disqualified to vote by reason of conflict of interest or otherwise) may vote with the other members on all questions. Any question on which there is an equality of votes shall be deemed to be defeated.

2.3 State Facts and Position Without Leaving Chair

The head of Council may state relevant facts and his or her position on any matter before Council and may debate the question before Council without leaving the Chair.

2.4 *Information to Council Without Leaving Chair*

The head of Council may, without leaving the Chair, address the Council between proceedings on any matter which the head of Council deems pertinent to the business of the municipality.

2.5 *Deputy Mayor*

The Council shall, upon recommendation of the Mayor, appoint by by-law a member to act in the place and stead of the Mayor when the Mayor is absent from the municipality, or is absent through illness, or refuses to act. The Deputy Mayor shall have all of the duties, rights, powers and authority of the Mayor during such absence, illness, or refusal to act.

MEETINGS OF COUNCIL

3. *Inaugural Meeting*

3.1 *Date*

The inaugural meeting of the Council shall be held on the first Monday in December in each election year.

3.2 *Seating of Members*

Prior to the inaugural or first meeting of the Council in each election year the order of seating of Council members shall be determined in the following manner. So long as members are elected from wards and the chamber is divided into two sides or rows, one member from each ward shall be seated in each row or side. The member with the greatest seniority of continuous service shall be seated at the end of the row or side closest to the head of Council. Where seniority is equal, seating shall be determined alphabetically by last name. The order of seating shall remain in effect for the whole of the term.

4. *Regular Meetings*

4.1 *Date and Time*

The regular meetings of Council shall be held at 4:30 p.m. twice per month on Monday except during the months of July, August and December when regular meetings of Council shall be held at 4:30 p.m. once per month on Monday. Where a Council meeting would fall on a holiday Monday, the meeting shall take place the following Tuesday.

4.2 *Length of Meeting*

No meeting of Council shall exceed five (5) hours in length, including breaks, but excluding any portion of the meeting closed to the public. At the five (5) hour mark, the City Clerk shall call for a resolution to suspend the provisions of this by-law. Unless that resolution passes by a two-thirds vote of the members of Council present, Council shall adjourn the meeting.

4.3 *Cancellation*

Despite the provisions of section 4.1, the head of Council may, after consulting with other members of the Agenda Review Committee, cancel a regular meeting of Council if, in his or her opinion, the items proposed for the Agenda are not of sufficient importance or urgency to warrant the holding of a meeting. Notice of such cancellation shall be posted to the City's web page and distributed to the media electronically as soon as possible.

4.4 *Changing Date or Time*

The Council may change the time or date or both of a regular meeting of Council by passing a resolution at a meeting preceding the proposed meeting. Notice of such cancellation shall be posted to the City's web page and distributed to the media electronically as soon as possible?

4.5 *Notice*

Notice of meetings of Council, Local Boards and Committees will appear on the City's web page.

4.6 *Place of Meeting*

All regular meetings of the Council shall be held in the Council Chambers unless the Council has by resolution appointed some other place.

4.7 *Commencement of Proceedings*

As soon after the hour of meeting as there is a quorum present, the head of Council shall call the members present to order.

4.8 *Quorum*

A majority of the whole number of members required to constitute the Council shall be necessary to form a quorum, and no meeting shall be held or continue unless a quorum is present except as provided for in the *Municipal Conflict of Interest Act*.

4.9 *Quorum Lacking – Adjourn*

Unless a quorum is present, within thirty minutes after the time appointed for the meeting of Council, the Council shall stand adjourned either until the next regular scheduled meeting or until a special meeting is called to deal with the matters intended to be dealt with at the adjourned meeting. The City Clerk shall record the names of the members present at the expiration of the thirty minute time limit in the minutes.

4.10 *Meetings Open to Public*

Meetings shall be open to the public and no person shall be excluded therefrom except for improper conduct.

5. Closed Session

5.1 *Municipal Act Provisions*

Notwithstanding the provisions of section 4.13 above, and pursuant to the provisions of the *Municipal Act 2001*, a meeting or part of a meeting may be closed to the public if the subject matter being considered is:

- a) the security of the property of the municipality or local board;
- b) personal matters about an identifiable individual, including municipal or local board employees;
- c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- d) labour relations or employee negotiations;
- e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- g) a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act.

A meeting shall be closed to the public if the subject matter relates to the consideration of a request under the *Municipal Freedom of Information and Protection of Privacy Act* if the Council, board, commission or other body is the head of an institution for the purposes of that Act.

5.2 *Educational or Training Sessions*

A meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied:

- a) the meeting is held for the purpose of educating or training the members.
- b) at the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the Council, local board or committee.

6. Special Meetings

6.1 *Calling*

A special meeting of Council may be called in one of the two following ways:

- a) the head of Council may at any time summon a special meeting; or
- b) upon receipt of a petition of the majority of the members of Council, the Clerk shall summon a special meeting for the purpose and at the time and place mentioned in the petition.

6.2 *Notice to Members of Council*

Notice of special meetings setting forth the matter or matters to be considered shall be given to all members of Council either:

- a) by email or facsimile transmission or delivery to each member of Council at his/her home or place of business not less than six hours in advance of the time fixed for the meeting; or
- b) by such other manner as the head of Council shall direct.

6.3 *Notice to the Public*

Notice of special meetings shall be posted to the City's web page and distributed to the media electronically as soon as possible.

6.4 *Full Explanation in Notice*

Council shall not be competent to consider or decide any matter at a special meeting unless it has been fully explained in the notice calling the meeting. This provision may be waived upon consent of all of the members of Council present, which shall be recorded in the minutes.

6.5 *Emergency Meetings*

On urgent and extraordinary occasions, with the verbal consent of two-thirds of all-members of Council, an emergency meeting may be held and in this case the notice provisions of subsection 6.2 and 6.3 do not apply.

RULES OF CONDUCT AND DEBATE

7. Rules of Procedure

7.1 *Head of Council Presides*

The head of the Council shall preserve order and decorum, and decide questions of order, subject to an appeal to the Council.

7.2 *Address the Chair*

Any member desiring to speak shall, when seated, so signify a desire by fully extending his or her arm until the attention of the head of Council has been received and, upon being recognized by the head of the Council, shall address the Chair. When a member is speaking, no other member shall hold discourse which may interrupt the member speaking nor interrupt him or her except to raise a point of order.

7.3 *Two Members Recognized*

When two or more members signify their intention to speak in accordance with section 6.2, the head of Council shall recognize the member who first signified an intention and shall note and next recognize other members who have so signified their intention in the order in which they have signified their intention. The decision of the head of Council is final.

7.4 *Disrespectful or Irrelevant Speech*

No charge shall be made which involves the character or conduct or language of a member of the Council unless such member is present to reply or unless due notice has been given to that member to be present to defend himself or herself.

7.5 *Questions Which Shall Not be Put*

A member shall not:

- a) put a question which contains epithets;
- b) put a question which publishes the names of persons, or contains statements not strictly necessary to render the question intelligible, or contains charges which the member who asks the question is not prepared to substantiate; or
- c) renew a question when it has been fully answered

7.6 *Points of Order*

Whenever any point of order or matter of urgency arises, it shall be immediately taken into consideration by the head of Council.

7.7 *Rulings on Points of Order*

When the head of the Council is called upon to decide a point of order or procedure, the point shall be stated without unnecessary comment, and he or she shall state the rule or authority applicable to the case.

7.8 *Privilege, Point of Order – Members Called to Order – Appeal*

A member who desires to address Council upon a matter which concerns the rights or privileges of the Council collectively, or of himself or herself as a member thereof, shall be permitted to raise such matter of privilege. A matter of privilege shall take precedence over other matters. While the head of Council is ruling on the point of privilege, no one shall be considered to be in possession of the floor.

7.9 *Violation of Rules of Procedure*

A member who desires to call attention to a violation of the rules of procedure shall ask leave of the head of Council to raise a point of order. When leave is

granted, the member shall state the point of order with a concise explanation following which the member shall remain seated until the head of Council has decided the point of order. The speaker in possession of the floor when the point of order or privilege was raised shall have the right to the floor when debate resumes.

7.10 Member Called to Order

A member called to order by the head of Council shall immediately be seated until the point of order is dealt with and shall not speak again without the permission of the head of Council unless to appeal the ruling of the head of Council.

7.11 Appeal to Council – Privilege, Point of Order

The decision of the head of Council on a matter of privilege or point of order shall be final, subject to an immediate appeal by a member of Council.

7.12 On Appeal – Head of Council to Provide Reasons

If the decision is appealed, the head of Council shall give concise reasons for his or her ruling and Council shall decide the question without debate. The decision of Council is final.

7.13 Motions Out of Order

Whenever the head of Council is of the opinion that any motion offered to the Council is contrary to the provisions of this by-law, the head of Council shall advise the members thereof immediately and quote the rule or authority applicable. Argument or comment shall not be permitted. Unless the ruling of the Chair is appealed to the Council the motion shall not be put.

7.14 Conduct of Members

A member shall not:

- a) disobey the provisions of this by-law or decision of the head of Council or Council on questions of order or practice or upon the interpretation of the rules of procedure,
- b) breach parliamentary decorum.

7.15 Member Who Persists In Breach

A member who persists in a breach of the foregoing subsection, after having been called to order by the head of Council, shall leave his or her seat for the duration of the meeting, but in case of apology being made by the offender, he or she may, by resolution of the Council, be permitted forthwith to resume his or her seat.

7.16 *Question Read*

Any member may require the question under discussion to be re-read for clarification at any time during debate but not so as to interrupt a member while speaking.

7.17 *Speak Once – Reply*

A member shall not speak more than once on a matter without leave of Council except:

- a) in explanation of a material part of the speech which may have been misunderstood, or
- b) in reply after everyone else wishing to speak has spoken, provided that member is the mover or seconder of the motion.

7.18 *Length of Speech*

No member shall, without leave of the Council, speak to any question, or in reply, for longer than five minutes.

7.19 *Close Debate*

A motion to close debate takes precedence over any amendment or debate of the motion to which it applies. Debate ceases until the motion to close debate is decided.

7.20 *Member Leaving Chamber*

In the event that a member intends to leave the Chamber and not return prior to adjournment of a meeting, he or she shall so state (including the time at which the member expects to leave) at the beginning of the meeting, or as soon as he or she becomes aware of the fact.

The Clerk shall record such statement in the minutes of the meeting.

7.21 *Questions*

When questions are called for on the Agenda, or a specific item is under discussion, inquiries may be made of the head of the Council, or through the head of Council to any Council member or staff person concerning any related matter connected with the business of the City, but no argument or opinion is to be offered, or facts stated, except as may be necessary to provide an explanation. Likewise, in answering any such question a member is not to debate the matter.

7.22 *Expulsion from Meeting*

The head of Council may expel or exclude from any meeting any person who has been guilty of improper conduct at the meeting.

RESOLUTIONS AND MOTIONS

8. Rules of Procedure

8.1 *Form*

All motions and resolutions shall be in writing. The operative clause shall commence with the words "Resolved that", and shall be moved and seconded.

8.2 *Withdrawal*

After a motion is read by the Clerk, it shall be deemed to be in possession of the Council, and it may only be withdrawn before decision or amendment with the permission of a majority of the members of the Council present. Such motion, if read, shall appear in the Council minutes.

8.3 *Reading*

Every motion, once seconded shall be received and read by the Clerk except in the cases provided for by the rules of procedure, provided; however, that in motions that have been distributed with or printed in the Agenda, recitals need not be read.

8.4 *No Debate Until Read*

No member shall speak to any motion until it is first read by the Clerk. The mover is entitled to speak both first and last thereon if the member so elects.

8.5 *No Debate After Question Put*

After any question is finally put by the head of Council or other presiding officer, no member shall speak to the question, nor shall any other motion be made until after the result is declared. The decision of the head of Council or other presiding officer as to whether the question has been finally put shall be conclusive. When any decision is called for, members shall remain in their respective seats until the head of Council or other presiding officer has declared the result of the vote.

8.6 *Notice of Motion*

A member who wishes to introduce a motion, either on the Agenda or at the regular meeting, that is of a substantive nature must introduce the motion as a Notice of Motion.

The member who hands a written Notice of Motion to the Clerk to be read at any regular Council meeting need not necessarily be seated during the reading of said notice.

8.7 *Notice of Notice of Motion*

Notice of a Notice of Motion shall be given either by inclusion on an Agenda or by announcement at a regular meeting of the Council. The motion of which notice has been given shall not be considered at the same meeting as that at

which notice thereof was given, without the consent of a simple majority of Council members present. If notice is given otherwise than on an Agenda, such notice of motion shall be in writing and given to the Clerk who shall read the same to the Council.

8.8 *Notice of Motion – Date of Meeting*

A motion of which notice has been given, if not moved on the day and at the meeting for which notice was given, cannot be moved at any subsequent meeting without due notice having been given unless the head of Council and all members of the Council are present and consent to such motion being made.

8.9 *Finality of Vote*

Subject to a motion to reconsider, a motion once decided by the Council may not again be introduced for twelve months; nor shall a motion that has been defeated be introduced as an amendment.

8.10 *Relevancy of Debate*

On all motions, discussion must be relevant to the subject under consideration.

8.11 *Order of Precedence*

The following is the order of precedence for motions from lowest to highest:

- a) Main motion
- b) Postpone Indefinitely
- c) Amend
- d) Refer
- e) Postpone to a Certain Time
- f) Limit or Extend Debate
- g) Close Debate
- h) Postpone Temporarily
- i) Raise a Question of Privilege – Individual
- j) Raise a Question of Privilege – Assembly
- k) Recess
- l) Adjourn (after time set to conclude a meeting)
- m) Fix the Time for a Continued Meeting

8.12 *Presiding Officer to Determine if Motions are in Order*

It shall be the duty of the head of Council or other presiding officer to determine what motions or amendments are in order (subject to an appeal to the Council)

and decline to put any motion before the Council which the head of Council or other presiding officer deems to be clearly out of order or contrary to law.

9. Motion to Amend

9.1 *Order of Precedence*

A motion to amend takes precedence over a motion to postpone indefinitely or a main motion.

9.2 *Debatable*

A motion to amend is debatable.

9.3 *One Amendment Permitted at One Time*

Not more than one amendment to the main motion, nor more than one amendment to an amendment shall be permitted at one time.

9.4 *Notice of Amendment*

It shall not be necessary to give notice of intention to move an amendment; but an amendment may be moved only when the motion it is sought to amend is before Council.

9.5 *Amendment to Amendment*

In case of an amendment to an amendment, the amendment to the main motion cannot be withdrawn until the amendment to the amendment has been withdrawn, defeated or carried.

9.6 *Similar in Import*

An amendment must be similar in import to the question which it is proposed to amend, but with sufficient variance to constitute a new question.

10. Motion to Refer

10.1 *Order of Precedence*

A motion to refer takes precedence over a motion to amend; a motion to postpone indefinitely; or a main motion.

10.2 *Debate*

A motion to refer is only debatable as to reasons for referral.

10.3 *Direction to Body Being Referred*

A motion to refer shall include direction as to the body or official to which it is being referred.

11. Motion to Postpone

11.1 *Must Include Reason*

A motion to postpone must include a reason for the postponement.

11.2 *Debate*

A motion to postpone is not debatable except:

- a) that the mover of the motion shall be entitled to give a brief explanation of the mover's reasons for postponement, and
- b) either the mover or the seconder of the motion which is the subject of the motion to postpone may speak against the motion to postpone;
- c) one person or one member of Council may speak for and/or against the postponement and shall be limited to two minutes.

12. Motion to Postpone Indefinitely

12.1 *Defined*

A motion to postpone indefinitely delays a decision to an indeterminate time beyond the current meeting.

12.2 *Order of Precedence*

A motion to postpone indefinitely takes precedence over a main motion.

12.3 *Debate*

Debate on a motion to postpone indefinitely may only go into reasons why the motion should or should not be dealt with at this time. It may go into the merits of the underlying main motion but only in respect to delaying the decision.

13. Motion to Postpone to a Certain Time

13.1 *Defined*

A motion to postpone to a certain time shall state a date that is within three months of the motion to postpone. A postponement to a certain time beyond three months should be a motion to refer.

13.2 *Order of Precedence*

A motion to postpone to a certain time takes precedence over: a motion to refer; a motion to amend; a motion to postpone indefinitely; or a main motion.

13.3 *Debate*

Debate on a motion to postpone to a certain time may only go into reasons why the motion should or should not be postponed. It may go into the merits of the underlying main motion but only in respect to postponing a decision.

14. Motion to Postpone Temporarily

14.1 Defined

A motion to postpone temporarily sets aside a motion for a short period of time, but no later than the end of the meeting. A motion that has been postponed temporarily may be taken up again through a motion to resume consideration.

14.2 Order of Precedence

A motion to postpone temporarily takes precedence over: a motion to close debate; a motion to limit or extend debate; a motion to postpone to a certain time; a motion to refer; a motion to amend; a motion to postpone indefinitely; or a main motion.

15. Postponement or Referral – When Introduced

Notwithstanding any other provision of this by-law, a motion to postpone or refer the matter under consideration may only be read prior to the commencement of debate or at the completion of the debate.

16. Motion to Limit or Extend Debate

16.1 Defined

A motion to limit or extend debate restricts or extends debate in some manner, such as by time or by number of speakers.

16.2 Order of Precedence

A motion to limit or extend debate takes precedence over: a motion to postpone to a certain time; a motion to refer; a motion to amend; a motion to postpone indefinitely; or a main motion,

16.3 Debate

Debate on a motion to limit or extend debate is restricted to the form of limitation or extension of debate.

16.4 Vote Required

Because a motion to limit or extend debate affects the rights of members of an assembly, a 2/3 vote is required to pass.

17. Motion to Close Debate

17.1 Defined

A motion to close debate stops all debate on a pending motion or series of consecutive pending motions and calls for an immediate vote.

17.2 Order of Precedence

A motion to close debate takes precedence over all debatable motions.

17.3 Debate

A motion to close debate is not debatable.

17.4 Vote Required

Because a motion to close debate affects the rights of members of an assembly, a 2/3 vote is required to pass.

18. Motion to Raise a Question of Privilege

18.1 Defined

A motion to raise a question of privilege can apply to either the assembly or to an individual.

18.2 Order of Precedence

A motion to raise a question of privilege takes precedence over the pending business and yields only to a motion to recess; a privileged motion to adjourn; or a motion to fix the time for a continued meeting. Raising a question of privilege affecting the meeting takes precedence over one affecting the individual.

18.3 Debate

The raising of a question of privilege is not debatable.

18.4 Vote Required

The raising of a question of privilege is ruled on by the head of Council or presiding officer.

19. Motion to Recess

19.1 Defined

If a motion to recess is made while other motions are pending, the recess, if adopted, must take place immediately. If the motion is made when no other motion is pending, it may be used to set the time for a future recess.

19.2 Order of Precedence

A motion to recess takes precedence over all motions except the privileged motion to adjourn or to fix the time for a continued meeting.

19.3 Debate

Debate on a motion to recess is restricted to the length of time of the recess or to the time set for re-assembly or the time set for a future recess.

20. Motion to Adjourn

20.1 *Defined*

The purpose of the motion to adjourn is to conclude the meeting. The motion to adjourn is always privileged when made after the time set to conclude the meeting. If made before the time set to conclude, it is made only as a main motion.

20.2 *Order of Precedence*

The privileged motion to adjourn takes precedence over all motions except a motion to fix the time for a continued meeting.

20.3 *Debate*

The privileged motion to adjourn is not debatable.

20.4 *When in Order*

A motion to adjourn shall be out of order when:

- a) when a member is in possession of the floor; or
- b) when it has been decided that the vote be now taken; or
- c) during the taking of a vote.

21. Motion to Reconsider

21.1 *Defined*

After a motion has been decided upon and at the same meeting any member who voted with the prevailing side may, in writing, move for reconsideration.

21.2 *Debate*

Debate on a motion to reconsider must be confined to reasons for or against reconsideration.

21.3 *Who May Move – Subsequent Meeting*

If a motion for reconsideration is moved and seconded at a subsequent meeting it shall be so moved by a member who voted with the prevailing side and shall be seconded either by a member who voted on the prevailing side or a member who was absent at the time the matter proposed for reconsideration was originally voted on.

21.4 *Notice of Motion Required*

A motion to reconsider shall be preceded by a Notice of Motion.

21.5 *No Reconsideration of Amendment After Main Motion Disposed of*

A motion to reconsider an amendment after the original motion to which the amendment was proposed has been considered and disposed of is out of order.

21.6 *Order of Business*

If a motion to reconsider is decided in the affirmative, such reconsideration shall become the next order of business, unless the motion calls for a future definite date and debate on the question to be reconsidered may proceed as though it had never previously been voted on.

21.7 *By-laws*

When a by-law has been defeated at any stage of the order of procedure it shall be subject to a motion to reconsider and the foregoing rules shall apply thereto.

VOTING

22. *Recorded Votes*

22.1 *Requested*

If a member present at a meeting at the time of a vote requests immediately before or after the taking of the vote that the vote be recorded, each member present, except a member who is disqualified from voting by any Act, shall announce his or her vote openly and the Clerk shall record each vote.

22.2 *Mandatory*

Any vote on a resolution or by-law which is required to be passed by a majority greater than a simple majority of the members of the Council shall be recorded.

22.3 *Clerk's Call*

If a vote is to be recorded the Clerk shall call out the names of the members of Council on a rotational basis. Each member of Council shall in turn indicate whether the member is in favour or opposed to the matter being voted upon. The Clerk shall record the vote of each member in the minutes.

22.4 *Disagreement as to Result*

Any member who disagrees with the announcement made by the head of Council of the result of the vote shall immediately object to the head of Council's declaration and the vote shall be retaken by the Clerk.

22.5 *All Members to Vote*

Every member present when a question is put on a recorded vote shall vote thereon.

22.6 Refusal to Vote

Any member who refuses to vote on a recorded vote shall be recorded as voting in the negative on the question before the Council.

22.7 Severability of Question

When the question under consideration contains distinct propositions, upon the request of any member the vote upon each proposition may be taken separately.

ORDER OF PROCEDURE

23. Agenda

23.1 Agenda Review Committee

An Agenda Review Committee composed of the head of Council, Chief Administrative Officer and the City Clerk shall be charged with the responsibility of deciding the subject matters and items to appear on the Council Agenda, as well as any delegations to be heard by Council.

23.2 Agenda

The Clerk shall cause to be prepared for the use of the members at the Regular meetings of the Council an Agenda in the following form and order:

1. Adoption of Minutes
2. Questions and information Arising Out of Minutes and Not Otherwise on Agenda
3. Approve Agenda as presented (and any Addendums)
4. Delegations/Proclamations

PART ONE - CONSENT AGENDA

5. Communications and Routine Reports of City Departments; Boards and Committees

PART TWO - REGULAR AGENDA

6. Reports of City Departments; Boards and Committees
7. Unfinished Business, Notices of Motion 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 Council by resolution
9. Adoption of Report of the Committee of the Whole, if any
10. Consideration and passing of by-laws
11. Questions By, New Business From, or Addresses by Members of Council Concerning Matters not Otherwise on Agenda
12. Caucus resolution (if applicable)
13. Adjournment

23.3 Deviation from Order of Business

The business of the Council shall be considered in the order set forth on the Agenda, provided however, that the head of Council may vary the order of

business to better deal with matters before the Council, if the circumstances make it advisable to so vary the order.

23.4 *Delivery of Agenda to Council and Public*

On the Thursday preceding each regular meeting of the Council, the Clerk shall cause to be delivered to each member of the Council at his or her place of residence or other designated location a full Agenda package.

23.5 *Release of Agenda to Public*

The Council Agenda shall be released to the public on the Friday preceding each regular meeting of Council.

23.6 *Resolutions and By-laws on Agenda*

The Clerk, with the assistance of other City officials, shall be responsible for the proper presentation of resolutions and by-laws to the Council.

23.7 *Movers/Seconders*

Before the Agenda is prepared the Clerk shall assign to each resolution or by-law a mover and seconder to expedite the consideration of such matters by the Council, provided any such designation shall be shown on the Agenda, subject to the discretion of the Clerk, based on the following formula:

Month of Meeting	Mover shall be one of the members from:	Seconder shall be one of the members from:
January	Ward 1	Ward 6
February	Ward 2	Ward 5
March	Ward 3	Ward 4
April	Ward 4	Ward 3
May	Ward 5	Ward 2
June	Ward 6	Ward 1
July	Ward 1	Ward 6
August	Ward 2	Ward 5
September	Ward 3	Ward 4
October	Ward 4	Ward 3
November	Ward 5	Ward 2
December	Ward 6	Ward 1

The use of the above formula by the Clerk is subject to the following exceptions:

- 611111
- a) Any person so assigned as mover or seconder may notify the Clerk that he or she does not wish to move or second such resolution or by-law and the Clerk shall then remove such name and attempt to find an alternate member who is willing to so act.
 - b) A member may ask to be shown as mover or seconder of any matter expected to come before the Council.

24. Delegations

24.1 *Request in Writing*

A person or delegation wishing to appear before Council must make the request in writing to the City Clerk giving details of the matter to be spoken to.

24.2 *Submission*

The request must be made at least one week prior to the Council meeting at which the delegation wishes to appear.

24.3 *Review of Request*

The request is decided by the Agenda Review Committee. The City Clerk will advise the delegation of the Agenda Review Committee's decision. If approved, the delegation is listed on the Council Agenda.

24.4 *Appeal*

If a person is not permitted to appear on the Agenda by the Agenda Review Committee, that person may request members of Council to move and second a request for Council to consider the matter that person wishes to place before Council.

24.5 *Length of Delegation*

The maximum length of time for a delegation to Council is five minutes.

24.6 *Where More Than One Delegation on Same Matter*

When a matter is being considered concerning which one or more persons or delegations are addressing Council, the following procedure shall be adhered to:

- a) Explanation of matter in question by head of the Council.
- b) Address to Council by delegation(s) supporting action taken by Council, or action which the Council has been asked to take.
- c) Questions by members of Council to such delegation(s) for purposes of information only.
- d) Address to Council by delegation(s) opposing such action.

- e) Question by members of Council to such delegation(s) for purposes of information only.
- f) Reply by delegation(s) referred to in item b above.
- g) Questions by members of Council to any delegation or official for purposes of information only.
- h) Regular debate.
- i) Putting of question and vote.

The head of Council may permit deviations from the rules of procedure set forth above where in his or her opinion it is in the interests of the better consideration of the matter so to do.

24.7 Dispute as to Whether Delegation is Supporting or Opposed

Any dispute as to whether a delegation or person comes within subclause b or subclause d of subsection 24.6 shall be determined by the head of the Council whose decision is final.

24.8 Re-Address

If a speaker for any delegation referred to in the above requests an opportunity to re-address Council the speaker may, with the approval of the head of Council address Council on the matters already raised and such re-address shall be limited to two minutes.

24.9 Opportunity to be Heard Where Notice Not Given

Notwithstanding the failure of any person, persons or delegation to give the notice required under subsection 18.1 and 18.2 hereof, Council may hear any person or persons or delegation without notice after the completion of all regular Agenda items.

24.10 Rules on Website

The rules for a person or a delegation wishing to appear before Council shall be posted on the municipal website.

25. By-laws

25.1 Amending By-laws

An amendment to a by-law must strictly relate to the subject matter of the by-laws.

25.2 Three Readings

Every by-law shall receive three readings before it is finally passed, which three readings may be given at one meeting. It is permissible on a motion for the final

passing of a by-law to move that the third reading be postponed indefinitely or be postponed to a certain time.

25.3 *One Resolution for Passage*

With respect to by-laws before Council for final reading and which require only a simple majority for passage, the Clerk may read and encompass all such by-laws in one resolution for passage at one time. The resolution shall be drafted by reference to all by-laws appearing in a specified section of the Agenda, provided; however, that any member may request that a specific by-law or by-laws be removed from the general resolution and considered by Council separately.

COMMITTEE OF THE WHOLE

26. Rules of Procedure

26.1 *Rules of Order*

The rules of procedure shall be observed in Committee of the Whole, so far as may be applicable, except that:

- a) Each motion shall be written and moved, but no motion shall require a seconder.
- b) Motions relating to the matter under consideration shall be put in the order in which they are proposed.
- c) No vote shall be recorded.
- d) There shall be no motion for the previous question.
- e) No motion for adjournment is allowed.
- f) No member shall speak longer than five minutes on any one question.
- g) In taking the yeas and nays, the names of the members shall not be recorded, nor shall the number of times speaking on any question be limited.

26.2 *Questions of Order*

Questions of order arising in Committee of the Whole shall be decided by the Chair, subject to an appeal to the whole Committee. If no such appeal is made the decision of the Chair shall be final.

26.3 *Adjournment of Committee Proceedings*

On motion in Committee of the Whole to rise and report, the question shall be decided without debate.

- a) No Action Be Taken

A motion in Committee of the Whole that "no action be taken" shall always be in order and shall take precedence over any other motion. No debate

shall be allowed on a motion that no action be taken. On an affirmative vote, the subject referred to the Committee shall be considered as disposed of in the negative.

b) **Rise Without Reporting**

Subject to subsection a) above, a motion in Committee of the Whole to rise without reporting shall always be in order and shall take precedence over any other motion. No debate shall be allowed on a motion to rise without reporting but no member shall speak more than once. On an affirmative vote the subject referred to the Committee shall be considered as undisposed of, the head of the Council shall resume the chair and proceed with the next order of business. On motion duly passed during any subsequent regular meeting of Council, any by-law or other item of business left undecided by a motion to rise without reporting may be again considered in the Committee of the Whole,.

26.4 Chair Votes

The Chair of the Committee of the Whole may vote on any question. In the event of an equality of votes the question being voted upon shall be deemed to have been decided in the negative.

26.5 Debate from Chair

The Chair of the Committee of the Whole may state relevant facts as well as his or her position on any matter and debate the question before the Committee without leaving the Chair.

26.6 Report of Committee of the Whole

The proceedings and findings of the Committee of the Whole may be reported by the Chair to the Council as soon as the Committee rises and shall be received forthwith. A motion for the concurrence of the Council in the report of the Committee or a motion adopting the report of the Committee and dealing with the subject matter thereof shall be in order.

SPECIAL COMMITTEES

27. Special Committees

27.1 Appointment

Special committees of Council may be appointed by the Council or head of Council at any time as is deemed necessary for the consideration of special matters.

27.2 Mayor Ex Officio

The head of Council is an ex officio member of every special committee but the head of Council shall not be counted in the formation of a quorum.

27.3 *Jurisdiction*

A resolution establishing a special committee shall set forth the terms of reference of the committee and such other provisions as the Council shall deem proper.

27.4 *Chair*

Unless specified in the resolution establishing a special committee, the special committee members shall select the committee Chair at the initial meeting of the committee.

27.5 *Quorum*

A special committee shall not consider any business if a quorum is not present. A quorum for a special committee is a majority of the members thereof.

27.6 *Membership*

Where the resolution establishing a special committee does not appoint members thereto the head of Council shall appoint them.

27.7 *Meetings*

Special committees shall meet at such time and place as the Chair or committee shall determine. No special committee shall meet while the Council is in session.

The Chair, or in his or her absence, the Vice-chair shall preside.

27.8 *Notice*

Not less than 24 hours notice of a meeting shall be given to the members of any committee and, wherever possible an Agenda shall be provided to the members in advance of the meeting.

27.9 *Secretary*

A secretary shall be appointed for each special committee who shall:

- a) Keep the minutes of the meetings of the committee;
- b) Give notice of meetings;
- c) File a copy of all minutes with the City Clerk;
- d) Perform such other secretarial functions as may be required.

27.10 *Chair Votes*

The Chair of a special committee may vote on any question before the committee and in the event of an equality of votes the question being voted on shall be deemed to have been defeated.

27.11 *Report in Writing*

Each special committee shall diligently pursue its duties and shall report to the Council on matters and questions referred to it. A final or interim report of a special committee must be made in writing and be signed by the Chair or Acting Chair.

27.12 *Confined to Matters Referred*

Special committees may consider and report on such matters only as have been referred to them by the Council or the head of Council.

27.13 *Refusal to Call Meetings, etc.*

- a) Should the Chair of any special committee neglect or refuse to call meetings of the committee at such times or with such frequency as the proper dispatch of the committee's business requires; or do the business of the committee without the knowledge or consent of its members, or contrary to their wishes or sanction, the committee may report such neglect, refusal or action to the Council which may remove such Chair from office and appoint another member of the committee in his or her place.
- b) Should any member of a special committee refuse or neglect to attend the regular or special meetings thereof, the Chair may report such neglect or refusal to the Council which may remove such member from the committee and appoint another member in his or her place.
- c) Should any special committee neglect or refuse to give due attention to any matter before it the Council may by resolution discharge such committee and appoint another in its place.

27.14 *Dissolution*

When a special committee has completed its work and made its report it dissolves automatically.

27.15 *Attendance by Members of Council*

Members of the Council may attend the meetings of special committees, but shall not be allowed to vote; nor shall they be allowed to take part in any discussion or debate except by the permission of the majority of the members of the committee.

GENERAL PROVISIONS

28. General

28.1 *Standing Rules Suspended*

Any standing rule, order of Council, or provision of this by-law may be suspended by resolution of Council provided that 2/3 of all the members of the Council vote in favour thereof.

28.2 Rules of Parliament

All proceedings of the Council or Committees not specifically provided for herein shall be dealt with in accordance with James Lochrie's *Meeting Procedures: Parliamentary Law and Rules of Order for the 21st Century* and in such cases the decision of the head of Council or Chair as the case may be shall be final and accepted without debate or appeal.

28.3 Addresses of Members of Council

It is the responsibility of each member of Council to inform the Clerk of the address to which notices of meetings, Agendas, and other information shall be sent and any such notice, Agenda or other information is duly sent or given if sent to that address.

28.4 Execution of Documents

Whenever, to give effect to any resolution or by-law of the Corporation or to perform any of the statutory duties of the Corporation, the execution of any document is required, the head of Council and the Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to such documents.

28.5 Repeal

By-law 99-100 as amended is hereby repealed.

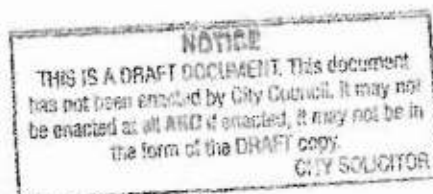
28.6 Effect

This by-law comes into force on the day of its final passing.

PASSED in open Council this day of , 2013.

Mayor

Clerk



Jerry Dolcetti, RPP
Commissioner

Donald B. McConnell, RPP
Planning Director



ENGINEERING & PLANNING
DEPARTMENT

Planning Division

2013 02 19

Mayor Debbie Amaroso and
Members of City Council

RE: Application No. A-4-13-Z – filed by 1743503 Ontario Inc.

PURPOSE

The applicant is requesting a rezoning to enable renovations and additions to the existing building, to create a 12-unit 2-storey apartment building with reduced building setbacks from the north and south lot lines, as well as a variance to allow parking to be located within the required front and exterior side yard.

PROPOSED CHANGE

The applicant is requesting a rezoning from "R2" (Single Detached Residential) zone to "R4.S" (Medium Density Residential) zone with a Special Exception to reduce the north side yard from 7.5m to 3m, the south side yard from 7.5m to 7m, and to permit parking to be located within the required front and exterior side yards.

Subject Property:

- Location – The subject property is located on the north side of Second Line West, bounded by Nichol Avenue to the west and Edison Avenue to the east.
- Size – 64m (210') frontage along Second Line by 33m (100') depth, totalling 0.2ha (0.48acres). Civic No. 496 Second Line West: Zone Map 1-89.
- Present Use – Vacant, former Korah Branch Library.
- Owner – 1743503 Ontario Inc.

BACKGROUND

There are no previous applications on the subject property.

ANALYSIS

Conformity with the Official Plan

The subject property is designated 'Residential' on Land Use Schedule 'C' of the Official Plan. The following Residential policies support this application:

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

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

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

Consequently, an Official Plan Amendment is not required to support this application.

Comments

Formerly occupied by the Korah Branch Library, the subject property is located on the north side of Second Line West, bounded by Edison Avenue to the east and Nichol Avenue to the west. The lot has 64m (210') of frontage along Second Line and 30.5m (100') of depth, totalling approximately 1952m² (0.48acres).

The applicants are requesting a rezoning to enable renovations and additions to the existing building in order to create a 2-storey 12-unit apartment building. At this time the dwelling unit mix will consist of four 2-bedroom units and eight 1-bedroom units. The proposed density is twenty four (24) dwelling units per acre, which is consistent with many apartment buildings throughout the community.

The character of the surrounding area is mixed residential, with some commercial uses. There is an existing 4-plex on the northeast corner of Second Line and Edison Avenue. Across the street from the subject property, there is a block of six "R4" zoned properties, which have been converted to house 4-plexes, duplexes and a triplex. Single detached homes abut the subject property to the north.

Referring to the site plan attached, the existing building will contain four 2-bedroom units. Each addition will be offset to the south, containing four 1-bedroom units each. Parking will be provided within the west and east portions of the site, utilizing the existing access points onto Edison and Nichol Avenues.

In addition to rezoning the subject property from "R2" (Single Detached Residential) zone to "R4" (Medium Density Residential) zone, a Special Exception is also required to reduce the north side yard from 7.5m to 3m, the south side yard from 7.5m to 7m, and to permit parking to be located within the required front and exterior side yards.

In the case of the subject property, 7.5m setbacks are required from each lot line. The north side yard would function as a rear yard and the reduced setback from 7.5m to 3m will legalize the existing building. The additions will be slightly offset to the south, providing an approximate setback of at least 4m.

Permitting the required parking to be located in a required front yard (either Nichol Avenue or Edison Avenue) is appropriate and the only viable option for the redevelopment of this site. Adequate buffering between the abutting homes to the north and the parking areas will also be required.

On-site Meeting

On February 5, 2013, Planning staff met on-site with the applicants, both Ward 6 Councillors and the neighbours immediately north of the subject property. At that meeting, the neighbours raised the following concerns:

1. Privacy

Privacy appears to be the biggest concern for the abutting residents to the north. The neighbours are concerned that there will be direct sightlines from second storey windows to their rear yards. The applicants indicated that there will be a total of eight (8) windows on the second floor of the proposed apartment building; four (4) bedroom windows and four (4) bathroom windows, which can be glazed. Although existing garages and a tool shed will provide some privacy, additional buffering could be adequately provided by a combination of fencing and the planting of suitable vegetation. It is recognized that upon planting, trees will not be large enough to provide an effective screen from second storey windows, however Planning staff will work with the applicants to ensure that the chosen species will eventually provide a suitable buffer. To this end, it is recommended that the applicants hire a landscape architect to determine which species should be planted, and how they should be maintained to ensure optimal growth.

2. Noise

The abutting neighbours to the north are also concerned with noise. More specifically, noise from open windows, residents utilizing the open space on the north side of the building, snow and garbage removal. There certainly exists the potential for increased noise beyond that produced by the former library, which operated on a 9am-5pm basis, however such noise would be consistent with a residential use.

Given the layout of the site, the applicants have indicated that snow will need to be removed on a regular basis. Generally, residential snow removal occurs during the daytime, when most residents (and their vehicles) are not home. Furthermore, the proposed apartment building would provide a suitable buffer between snow removal activities and the abutting residents to the north.

The exact location of the garbage bins has not been determined, however Planning staff will work with the applicants to ensure that they are located in a manner that they are buffered from the abutting residents to the north, by a combination of location and screening.

Fencing can be constructed along the north lot line in a manner that restricts access to the yard abutting the neighbours to the north. This will reduce activity and increase safety in the area.

3. Property values

The neighbours are also concerned that this development could impact the value of their properties. This is difficult to determine and in the end, there could be positive, negative or no impacts to surrounding property values. For this reason, Planning staff does not comment on property value impacts.

4. Insufficient parking

The attached site plan shows sixteen (16) parking spaces including 2 barrier-free spaces. The Zoning By-law requires that 1.25 parking spaces be provided for each dwelling unit. Based on twelve (12) units, sixteen (16) parking spaces are required. The neighbours felt that sixteen (16) spaces was not enough to adequately support the total number of dwelling units and visitor parking, without cars parking on neighbouring residential streets.

The 1.25 space per dwelling unit ratio has been in effect for more than 40 years, and the majority of apartments built over that timeframe provide parking based upon this ratio. Consequently, planning staff feels that the current parking requirements are appropriate.

5. Traffic

The neighbours are also concerned with increased traffic. The overall traffic generated from a 12-unit apartment building will be consistent with that of the former Korah Branch Library. Furthermore, given the road layout, the overwhelming majority of traffic will access the site via Second Line, rather than north through the residential subdivision.

Consultation

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

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

The attached correspondence from PUC Services Inc. notes that given the repurposing of the facility, the owners should confirm available water service capacity and fire flow capacity, which may impact design requirements for the proposed development. Such requirements will need to be addressed at the building permit stage.

Comments from the Engineering Division note that if it can be accommodated, there is a 5m road widening along the Second Line frontage. The applicant's site plan accommodates a future 5m road widening. A sediment control and storm-water management plan will also be required. Such details will be reviewed as part of the recommended site plan control process.

Mr. and Mrs. Benson, who own 14 Nichol Avenue, which abuts the property to the north (correspondence attached), have requested that City Council defer this application for two (2) weeks, to provide more time to discuss this proposal with other neighbours. Mr. and Mrs. Benson's correspondence also refers to unfortunate comments made by the applicants when discussing neighbour concerns at the aforementioned on-site meeting.

SUMMARY

The applicants' proposal to renovate and expand the existing building to create a twelve (12) unit apartment building is supported by the Official Plan. Given the layout of the current site and the close proximity of the existing building to the north lot line, the biggest impacts will be to the abutting neighbours to the north. Based on the neighbours' concerns outlined above, appropriate buffering can be achieved through a combination of fencing and vegetation. Furthermore, fencing can be designed to ensure that access to the north side yard is limited, thus further reducing the potential noise and safety concerns of the abutting neighbours to the north.

It is therefore recommended that Site Plan Control be utilized to ensure among other things, that an adequate buffer is constructed/planted and maintained along the north lot line. Site Plan Control will also ensure that refuse bins are appropriately located and screened from abutting residential properties.

IMPACT

There are no significant impacts on municipal services as a result of approving this application.

STRATEGIC PLAN

Approval of this application will not impact the Corporate Strategic Plan.

RECOMMENDATION

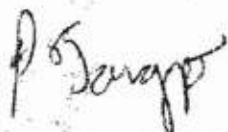
That City Council approves this application and rezones the subject property from "R2" (Single Detached Residential) zone to "R4" (Medium Density Residential) zone, subject to the following conditions:

1. That the required setback from the north lot line be reduced to 3m.
2. That the required setback from the south lot line be reduced to 7m.
3. That required parking is permitted in a required front yard and exterior side yard.
4. That the property be deemed subject to Site Plan Control.

2013 02 19

Page 6

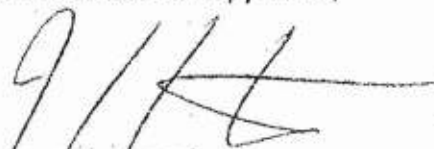
Respectfully submitted,

Peter Tonazzo, MCIP, RPP
Planner

Recommended for approval,

Donald B. McConnell, MCIP, RPP
Planning Director

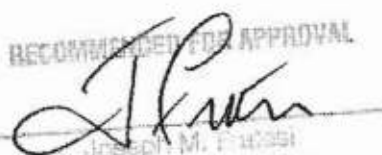
Recommended for approval,

Jerry Dolcetti, RPP
Commissioner Engineering & Planning

PT/ps

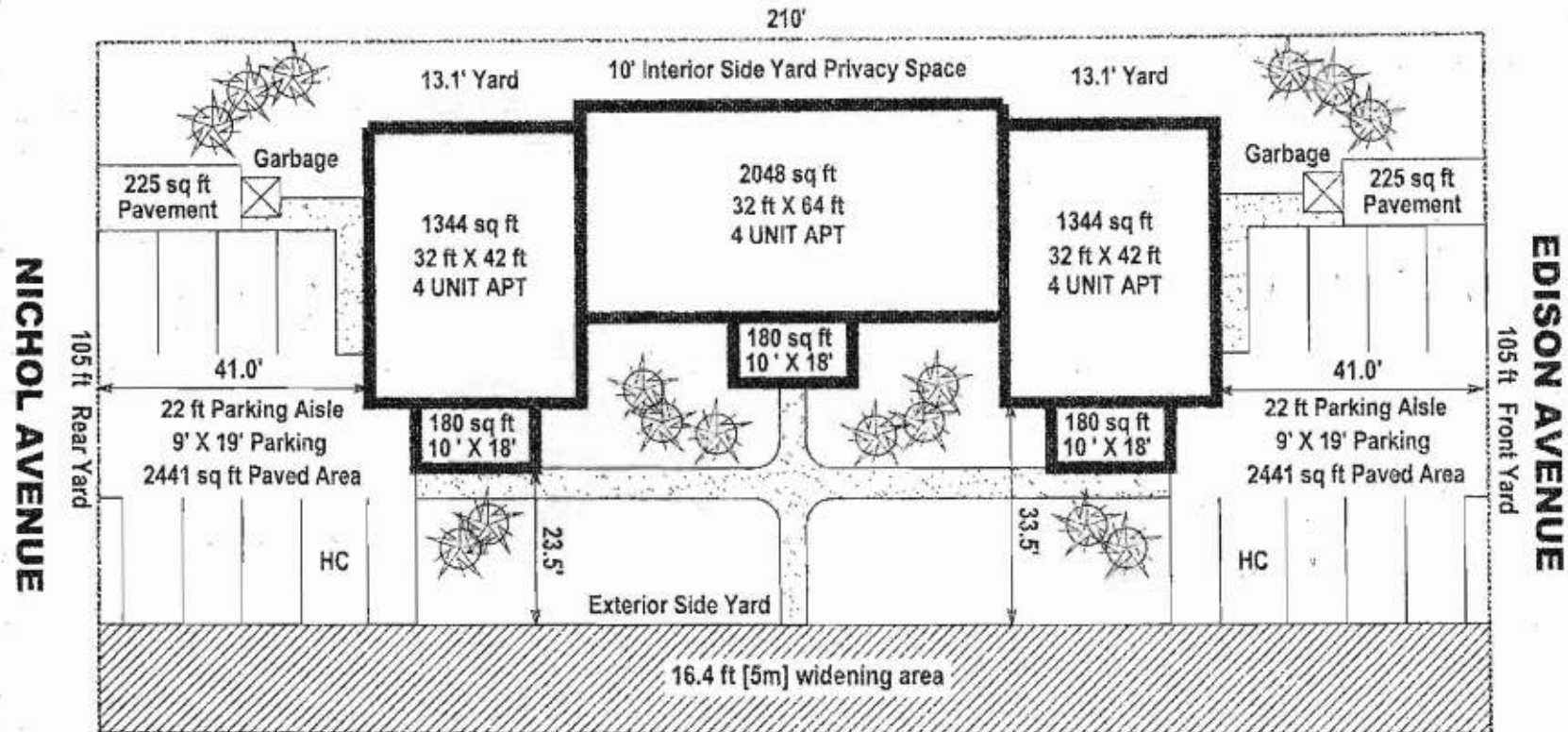
attachment(s)

RECOMMENDED FOR APPROVAL


Joseph M. Fusco
Chief Administrative Officer

CONCEPTUAL GRAPHIC

90 - DEGREE ANGLE PARKING / 16 SPACES / 16.4 FT WIDENING



Lot Area: 22,050 sq ft
 Building Area: 5,276 sq ft [23.92%]
 Paved Parking Area: 5,332 sq ft [24.18%]
 Landscaped Area: 11,442 sq ft [51.90%]

496 SECOND LINE WEST

6/6/12

RECEIVED
CITY CLERK

FEB 12 2013

FEB 7, 2013

NO.: 527160 Re Rezoning Application # A-4-13- Z

DIST: Planning, Agenda 498 SECOND LINE WEST

Peter Tonazzo:

We would like a continuance for 2 wks. in order to have a petition ready against the application A-4-13-Z (496 Second Line W.)

Reason: we attended a meeting on Feb 5th called by the Planning Board to be held at 496 Second Line W.

Attending: Brian Burns, Ruth and Marie Benson

- Contractors: Gino Brusucci with (2-3 people)

- Bob Alderman from ward 6.

- Don McConnell, Peter Tonazzo and an engineer from the city.

During the discussion regarding the privacy and noise level issues that would affect Burn and Benson properties (directly behind 496 Second Line W.) Mr. Brusucci took

exception to this and stated in an angry voice "if you do not like what we are building - we can build a music or dance studio with lots of noise and kids or 5 or 6 houses with that much noise."

This came across as a threat (or intimidation) if we did not agree to his suggestions.

Don McConnell
Peter Tonazzo

signed: Brian Burns

K. BEN

M. BEN

M. BEN

REA 4.13.2.

(b)(6)(a)

I request a notice of
Decision on this letter

Keith Benson
~~Keith Benson~~
14 Nichols
P6C404.

6(6)(a)



PUC SERVICES INC.
ENGINEERING DEPARTMENT
500 Second Line East, P.O. Box 9000
SAULT STE. MARIE, ONTARIO, P6A 6P2

February 4, 2013

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

emailed: d.mcconnell@cityssm.on.ca

Dear Sir:

Re: Application A-4-13-Z
496 Second Line West

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

Given the proposed repurposing of the facility, the owner should confirm the available water service capacity and fire flow capacity which may impact design requirements for the proposed development.

Yours truly,

PUC SERVICES INC.

A handwritten signature in black ink, appearing to read 'Rob Harten', written over a horizontal line.

Rob Harten, P. Eng.
Manager of Engineering

RH*jf

6(6)(a)

Jerry D. Dolcetti, RPP
Commissioner

Daniel Perri, EIT
Engineering Intern



ENGINEERING & PLANNING
DEPARTMENT

Engineering & Construction Division

2013 02 06
Our File: A-4-13-Z

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

Dear Mr. McConnell:

**RE: A-4-13-Z -- 496 SECOND LINE WEST
REQUEST FOR AN AMENDMENT TO THE ZONING BY-LAW**

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

- A 5m road widening is required in addition to the original 20 m right-of-way, if it can be accommodated.
- A sediment control plan and storm water management plan must be submitted to the satisfaction of the Commissioner of Engineering and Planning or his designate, and the Sault Ste. Marie Conservation Authority.
- Post development flows shall not exceed pre-development flows up to and including the 100-year storm.

If you have any questions, please contact the undersigned.

Yours truly,

Daniel Perri, EIT
Engineering Intern

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

F:\ENGINEERING DATA\REZONING\Second Line West - Civic 496 - A-4-13-Z 2013 02 06.docx

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

6161121



2012 ORTH PHOTO

496 SECOND LINE WEST

Planning Application: A-4-13-Z



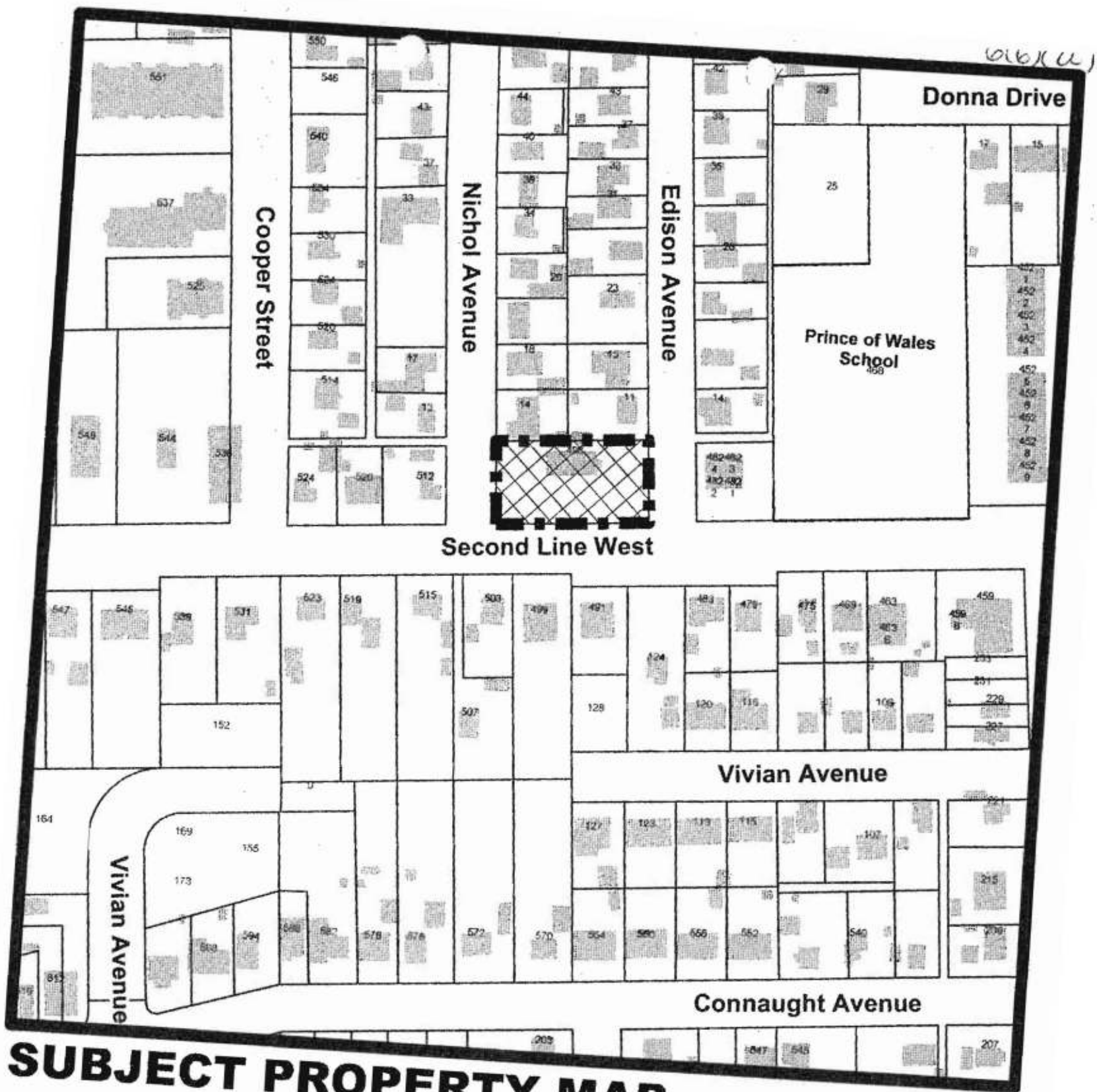
METRIC SCALE
1 : 2000

MAP REFERENCE
79 & 1-89

Legend

 Subject Property = 496 Second Line West

MAIL LABEL ID
A-4-13-Z



SUBJECT PROPERTY MAP

496 SECOND LINE WEST

Planning Application: A-4-13-Z

Legend

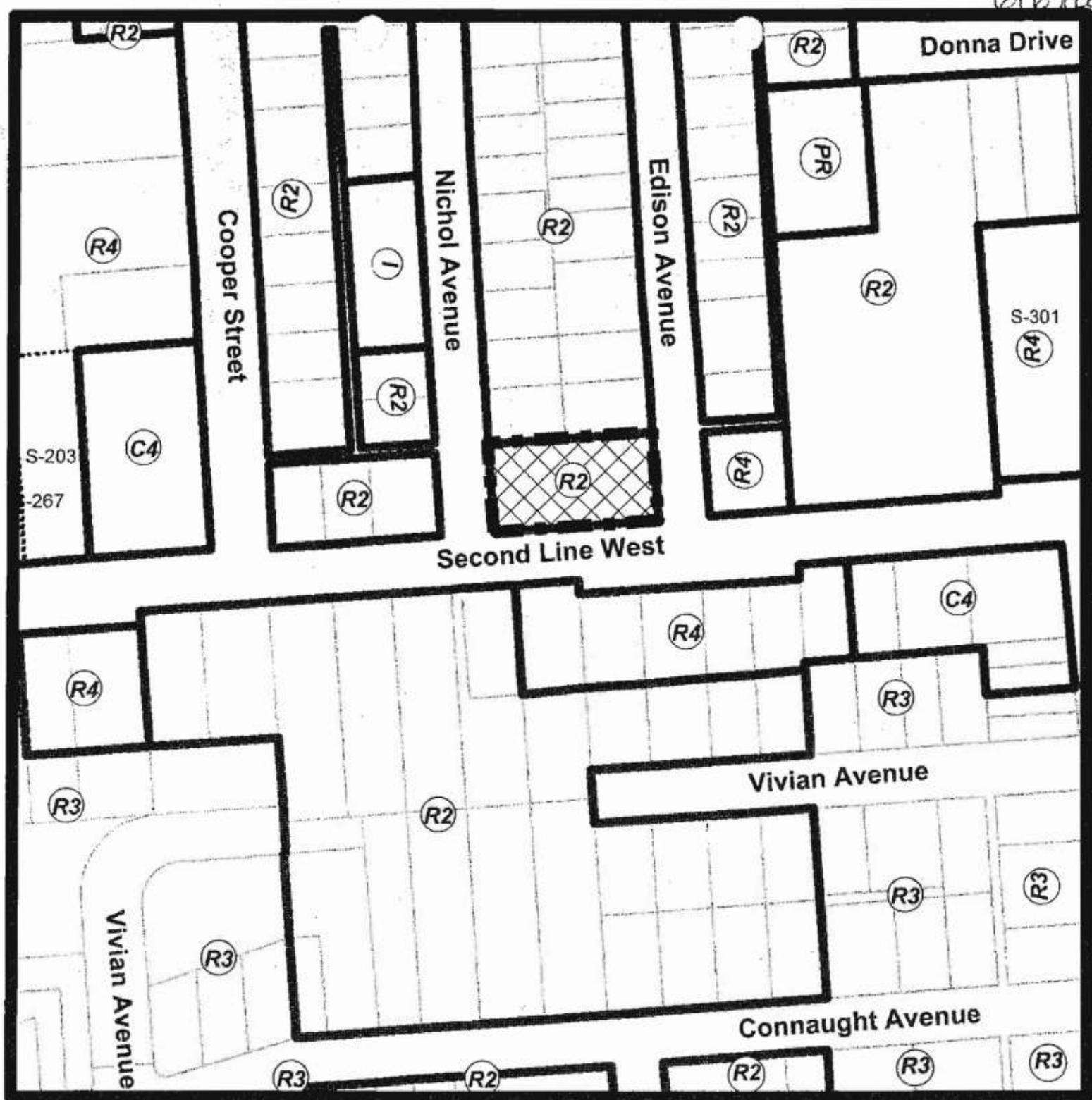
 Subject Property = 496 Second Line West



METRIC SCALE
1 : 2000

MAP REFERENCE
79 & 1-89

MAIL LABEL ID
A-4-13-Z



EXISTING ZONING MAP

496 SECOND LINE WEST

Planning Application: A-4-13-Z

Legend

 Subject Propert = 496 Second Line West

ZONING BYLAW 2005-150

-  R2 Residential
-  R4 Residential
-  C4 Commercial
-  Institutional
-  PR Parks & Recreation

S-# = Special Zoning



METRIC SCALE
1 : 2000

MAP REFERENCE
79 & 1-89

MAIL LABEL ID
A-4-13-Z

10(a)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-34

AGREEMENT: (13) A by-law to authorize the execution of a 5 year agreement between the City and Bell Mobility Inc. to provide and install equipment used for the enhancement of telecommunications, including cellular phone and cellular data signals within the Civic 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" attached hereto and dated the 19th day of February, 2013. The 5 year agreement is between the City and Bell Mobility Inc. for the provision and installation of equipment used for the enhancement of telecommunications, including cellular phone and cellular data signals within the Civic Centre.

2. **SCHEDULE "A"**

Schedule "A" attached forms part of this by-law.

3. **EFFECTIVE DATE**

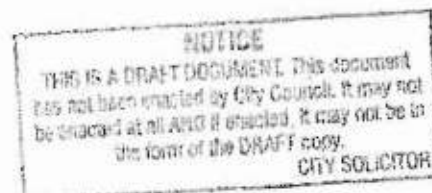
This by-law takes effect on the day of its final passing.

PASSED in open Council this 19th day of February, 2013.

MAYOR – DEBBIE AMAROSO

~~CITY CLERK – MALCOLM WHITE~~

Deputy City Clerk - Rachel Tyczinski



LICENSE AGREEMENT

THIS AGREEMENT is made as of the 19th day of February, 2013.

BETWEEN:

BELL MOBILITY INC.
(Hereinafter called the "Licensee")

OF THE FIRST PART

- and -

Corporation of the City of Sault Ste. Marie
(Hereinafter called the "Licensor")

OF THE SECOND PART

RECITALS:

- A. The Licensor is the registered owner of the building (the "Building") and the property municipally known as **99 Foster Drive, Sault Ste. Marie, Ontario, P6A5X6**, which is legally described as set out in Schedule "A" attached hereto.
- B. The Licensee is desirous of using space within and/or upon the Building to install, connect, operate, maintain, repair, replace and remove telecommunications equipment, including but not limited to, antenna(s), microwave station dish antenna(s), support tower section for the antenna(s) and/or microwave dish antenna(s), waveguides, cabling, wiring, hardware, battery back-up system, routers, switches, accessories, combiners, couplers, splitters, optical converters, amplifiers, enhancer units, repeater(s), indoor antennas, outdoor antennas, HVAC probes and any other equipment related thereto (the "Equipment").
- C. The Licensor hereby agrees to license to the Licensee certain portions of the Building in accordance with the terms and conditions set out herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of Two Dollars (\$2.00) now paid by each party hereto to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Licensor and the Licensee covenant and agree as follows:

ARTICLE 1 – GRANT OF LICENSE

- 1.1 The Licensor hereby grants to the Licensee (including its agents, employees, contractors, assignees and/or sublessees), a non-exclusive license, to:
- (a) install, connect, operate, maintain, repair, replace and remove the Equipment at the locations (the "Licensed Space") as set out on Schedule "B" attached hereto in and/or upon the Building; and
 - (b) use, in common with others, pathways, common utility conduits, HVAC ductwork and their surrounding areas, and shafts in and upon the Building, for the purpose of connecting the Equipment to the Building's or the Licensee's electrical power source, fibre and telephone lines and to the Licensee's telecommunication network.
- 1.2 **The Licensee shall have the right at any time and at its own cost and expense to connect to and draw power from the Licensor's electrical power supply. The Licensee shall be responsible for its electrical connection costs and for the electrical consumption used at the Building. Where permitted by the local hydro utility, the Licensee shall at its expense install a separately metered hydro subservice; such electrical consumption shall be billed separately by the local hydro utility to the Licensee.**
- 1.3 Notwithstanding the foregoing, the Licensor covenants and agrees that a portion of the Licensed Space, as identified as the "POP Room" on Schedule "B" attached hereto, shall be for the exclusive use of the Licensee (the "POP Room"). For clarification purposes, the POP Room forms part of the Licensed Space. **In the event of emergency, other necessary parties should also be provided access.**

ARTICLE 2 – USE

- 2.1 **The Licensee's use of the licensed space shall be for the purpose only of installing, connecting, operating, maintaining, repairing, replacing and removing the Equipment and providing telecommunication services to the Licensee's customers, which use shall create a distributed antenna system network.**
- 2.2 The Equipment shall be used solely for the purpose of providing and enhancing telecommunication services for users of wireless products and services in the Building and its proximity.
- 2.3 **The Licensor covenants and agrees that it shall not for any reason whatsoever allow, permit or cause others to use any of the Equipment. The parties hereto acknowledge and agree that this paragraph shall not apply in the case of any Equipment that is used in common with others at the Building as so permitted and contemplated in paragraph 1.1(b) above.**

- 2.4 The Licensee hereby confirms that the Licensors has not provided any representation, warranty or other assurance regarding the suitability of the Building or any part thereof, for use by the Licensee. The Licensee acknowledges that it has carried out an inspection of the Building and Licensed Space specifically to satisfy itself concerning the suitability of same for its proposed use and further, that it is using the Building and Licensed Space on an "as is where is" basis. In the event that the aforesaid inspection by the Licensee generates any concern as to the suitability of Building and Licensed Space for its use, the Licensee shall not use same and shall report such concern(s) to the Licensors immediately.

ARTICLE 3 – TERM

- 3.1 The term of this License shall be (5) years commencing on February 1st, 2013 ending on January 31th, 2018 (the "Term").

ARTICLE 4 – OPTION TO EXTEND

- 4.1 Unless the Licensee provides the Licensors with written notice of its intention not to extend this License at least six (6) months prior to the expiration of the Term or Extended Term (as defined herein), this License shall automatically extend for (3) successive (5) year terms (each of such terms being referred to as an "Extended Term") on the same terms and conditions herein.

ARTICLE 5 – ACCESS

- 5.1 The Licensors grants to the Licensee, its agents, employees, contractors, or to an Assignee (as defined herein), all rights of direct access, during the Building's operating hours. In the event that the Licensee requires access to the Licensed Space and/or the Building after the Building's regular operating hours as a result of an emergency, the Licensors hereby grants such access to the Licensee, its agents, employees and contractors in accordance with Article 5.2 herein.
- 5.2 In the event that the Licensee requires access to the Licensed Space and/or the Building after the Building's regular operating hours as a result of an emergency, the Licensee shall contact Building Security or his or her designate to facilitate such access. At the commencement of the Term of this License and on or before January 2nd of every year of the Term and Extended Term thereafter, the Licensors shall provide the Licensee with the contact information necessary to facilitate such after hours' access.
- 5.3 When accessing the Building, the Licensee acknowledges and agrees that it shall not unduly interfere with or interrupt the normal business operations of the Licensors.

ARTICLE 6 – ASSIGNMENT

- 6.1 The Licensee shall be permitted to assign, sublicense or license the whole or any part of

the Equipment or Licensed Space and rights of access **only with** the consent of the Licensor to any assignee, sublessee or licensee (the "Assignee") provided that the Licensee shall not be relieved from any of its obligations under this License and further provided that the Assignee(s) agrees to be bound by the terms and conditions of this License.

ARTICLE 7 – LICENSEE'S WORK

- 7.1 The Licensee shall, at its own expense, install, attach, repair, operate and maintain the Equipment in a good, professional and skilled manner. All installation, reconfiguration, attachment, maintenance, repair and operations to be carried out under this License by the Licensee shall be done at the Licensee's expense and risk. Upon the expiration or earlier termination of this License, the Licensee shall forthwith repair at the Licensee's sole cost and expense to the reasonable satisfaction of the Licensor, all damages, structural or otherwise, save and except for reasonable wear and tear, that may be caused to the Building by reason of the installation, reconfiguration, attachment, repair, maintenance, operation or removal of the Equipment.
- 7.2 The Licensee shall assume full responsibility for all activities, costs and expenses related directly or indirectly to the Equipment. The parties hereto acknowledge and agree that it is the intention of this License that the City shall be at no risk or expense to which it would not have been put had the aforesaid Equipment not been installed or otherwise attached to the Licensed Space and Building.
- 7.3 The Licensee and any Assignee may make any alterations and/or improvements to the Equipment during the Term or Extended Term (if applicable). Such alterations and/or improvements may include, but are not limited to the reconfiguration or replacement of existing, or the addition of new, antennas, antenna mounts, apparatus, fixtures, cabling, attachments or any other Equipment required by the Licensee or any Assignee, so long as the Licensee makes good, at the Licensee's cost and expense, any damage caused by such alterations and/or improvements, reasonable wear and tear excepted. The Licensee and any Assignee may only make alterations to the Licensed Space with the consent of the Licensor. Costs associated with the removal, alterations and/or improvements of the Equipment shall be the responsibility of the Licensee.
- 7.4 The Licensor agrees that the Equipment shall not become fixtures but shall be and remain the personal property of the Licensee at all times and may be removed from the Licensed Space at any time from time to time by the Licensee during the Term, Extended Term (if applicable) or within a reasonable time after expiration or early termination of this License, so long as the Licensee makes good, at the Licensee's cost and expense any damage caused by such removal, reasonable wear and tear excepted.
- 7.5 The Licensee shall secure the necessary financing, labour, services, equipment,

permits and approvals prior to commencing any work relating to this License. The Licensee shall ensure that the Equipment complies with the requirements of the Ontario Electrical Safety Code, Ontario Building Code, Ontario Energy Board, Occupational Health and Safety Act, and any other pertinent codes and legislation.

- 7.6 The Licensee shall provide a copy of the Operation & Maintenance Manual and as-built stamped drawings to the Licensor for the Equipment.

ARTICLE 8 – TERMINATION

- 8.1 Notwithstanding any other provisions of this License, the Licensee may, in its sole discretion, terminate this License by giving ninety (90) days prior written notice to the Licensor and the Licensee shall be entitled to remove the Equipment from the Licensed Space within a reasonable time thereafter.
- 8.2 In the event of default, the Licensor may, at its option, terminate this License. The following events constitute default:
- i. if the Licensee makes a material misrepresentation to the Licensor in connection with this License;
 - ii. if the Licensee becomes bankrupt (voluntarily or involuntarily) or becomes subject to any proceeding seeking liquidation, rearrangement relief or relief of creditors;
 - iii. if a receiver is appointed over any of the Licensee's property or undertakings; or
 - iv. A material breach of this License.
- 8.3 Upon expiration of the Term or Extended Term (if applicable) of this License or upon Earlier termination of this License (collective referred to as the "Termination Date"), the Licensee shall promptly remove all Equipment from the Building. In the event that the Licensee fails to remove all Equipment from the Building within thirty (30) days following the Termination Date, the Licensee acknowledges and agrees that the Licensor may remove same and all charges for such removal shall be payable by the Licensee immediately upon demand by the Licensor.
- 8.4 The Licensee shall be responsible for the removal and disposal of all Equipment at the Termination Date and shall further be required to make good any damage caused by the presence of such Equipment during the Term and/or Extended Term (if applicable) and the removal of such Equipment at its sole risk and expense.
- 8.5 The termination of this License by expiry or otherwise shall not affect the liability of

either party to the other with respect to any obligation under this License which has accrued up to the Termination Date but not been properly satisfied or discharged.

- 8.6 Articles 1.2, 2.4, 7.1-7.5 inclusive, 8.3-8.5 inclusive, 9.2, 10.2, 12.2-12.4 inclusive, 16.1, 18.1, 20.1, 21.1 and 22.1 of this License survive the termination of this License.

ARTICLE 9 – INTERFERENCE

- 9.1 The Licensors shall not during the Term or Extended Term (if applicable) of this License use or permit others to use the Building for the installation of any antennas or equipment which are used for the purpose of wireless telecommunications and which interfere with the signals transmitted or received by the Licensee's Equipment.
- 9.2 The Licensee shall not do or cause to be done, any action which would damage, waste, disfigure, or injure the Building or any part thereof, or otherwise cause a nuisance. Any such action to the Building by the Licensee or any of the Licensee's agents, employees, contractors or assignees in relation to or in connection with the Licensee's use of the Building or any other matters under this License shall be the financial responsibility of the Licensee to repair. The Licensee agrees that the Licensors will immediately undertake all work that the Licensors, in its sole view, deems necessary to repair the Building. Any costs incurred by the Licensors to repair the Building for such waste and nuisance as set out in this paragraph shall be payable by the Licensee immediately upon demand by the Licensors.

ARTICLE 10 – INSURANCE AND INDEMNITY

- 10.1 The Licensee shall, during the Term and Extended Term (if applicable), keep in full force and effect a policy of insurance with respect to the Licensed Space and the Property, in which the limit of Comprehensive General Liability insurance shall not be less than two million dollars (\$2,000,000.00) per occurrence and an annual aggregate limit of not less than two million dollars (\$2,000,000.00) for products and completed operations. The required insurance limit may be composed of any combination of primary and excess (umbrella) insurance policies. Each insurance policy referenced herein shall name the City of Sault Ste. Marie as an "Additional Insured."
- 10.2 The Licensee agrees to indemnify the Licensors for any claims or damages caused by the Licensee, its agents, employees, contractors or those whom it is responsible in law, except for any damage, loss, injury or death which results from the negligence or willful misconduct of the Licensors, its employees, agents, contractors or those whom it is responsible in law.

ARTICLE 11 – ENVIRONMENTAL

- 11.1 The Licensors warrants, to the best of its knowledge, that the Licensed Space does not contain any toxic or hazardous substances or materials (the "Contaminants").

If Contaminants are discovered by the Licensee during the Term or any Extended Term (if applicable), the Licensee may terminate this License. Likewise, the Licensee shall not bring any Contaminants into the Building.

ARTICLE 12 – LICENSOR'S CO-OPERATION

- 12.1 The Licensor shall co-operate with the Licensee in obtaining all necessary consents from any governmental authorities having jurisdiction with respect to the installation, operation or maintenance of the Equipment and will execute all necessary consents or authorizations.
- 12.2 Notwithstanding Article 12.1 above, this License is conditional until March 01, 2013, upon the Licensee obtaining at its sole cost and expense all municipal, provincial, federal or other governmental approvals required for the construction and installation of the Equipment at the Building and upon the Licensee satisfying itself in its sole discretion, which discretion may be exercised arbitrarily, that the Building is both technologically and economically viable for the Licensee. If any of the above conditions are not satisfied by the date noted herein, this License shall be terminated. The Licensee shall further save harmless and fully indemnify the Licensor from and against all losses, costs, damages and expenses, of every kind or nature which the Licensor may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licensee of obtaining such approvals.
- 12.3 The Licensee shall comply at its sole cost and expense with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Equipment, the Licensed Space and all matters directly and indirectly related to this License, and shall save harmless and fully indemnify the Licensor from and against all losses, costs, damages and expenses, of every kind or nature which the Licensor may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licensee with such Laws, By-Laws, Rules and Regulations.
- 12.4 The Licensee shall indemnify and save harmless the Licensor from any costs and Expenses incurred by the Licensor that may result from its use of the Building and Licensed Space.

ARTICLE 13 – REGISTRATION AND NON-DISTURBANCE

- 13.1 The Licensee may register a notice of this License on title to the Property in order to show its interest herein and the Licensor shall provide the Licensee with a legal description of the Property for such registration. Upon the request of the Licensee, the Licensor agrees to obtain from any purchaser or mortgagee a non-disturbance agreement to respect and continue in full force and effect, all the terms and conditions of this License. The Licensor further agrees to execute any further documents required and all direct costs shall be borne by the Licensee.

ARTICLE 14 – NOTICE

- 14.1 Any notice to be given under the terms of this License shall be sufficiently given if

delivered (by hand or courier) to the party for whom it is intended, or if mailed, postage prepaid, by registered mail addressed to the party for whom it is intended. The addresses for notice are as follows:

In the case of the Licensor to:

99 Foster Drive, Sault Ste. Marie, Ontario, P6A5X6

Attention: **Frank Coccimiglio / Roger Caron**

Fax: **1 (705) 759 - 4790**

And in the case of the Licensee to:

BELL MOBILITY INC.
5099 CREEKBANK ROAD,
BUILDING "D" - 6TH FLOOR
MISSISSAUGA, ONTARIO, L4W 5N2

Attention: Real Estate Services

Facsimile: (905) 282-3102

ARTICLE 15 – FORCE MAJEURE

- 15.1 Notwithstanding anything to the contrary in this License contained, if either party hereto shall be bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of strikes; labour troubles; an inability to procure materials or services; failure of power; restrictive governmental laws or regulations; riots; sabotage; rebellion; war; or act of God; which are not the fault of the party delayed in performing the work or doing the act required under the terms of this License, then the performance of such term, covenant or act shall be excused for the period of the delay and the period for the performance of any such term, covenant or act shall be extended for a period equivalent to the period of such delay.

ARTICLE 16 – ENTIRE AGREEMENT

- 16.1 This License contains the entire agreement between the parties hereto with respect to the Licensed Space and there are no prior representations, either oral or written, between them other than those set forth in this License. This License supersedes and revokes all previous negotiations, arrangements, options to lease, representations and information conveyed, whether oral or written, between the parties hereto. The Licensor acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as is expressly set out in this License.

ARTICLE 17 – SUCCESSORS AND ASSIGNS

- 17.1 This License shall be binding upon and enure to the benefit of the parties hereto and their

respective successors and their permitted assigns.

ARTICLE 18 – GOVERNING LAW

- 18.1 This License shall be interpreted according to the laws of the Province of Ontario. This License shall also be subject to all applicable federal, provincial and local laws, and regulations, ruling and orders of governmental agencies, including, but not limited to, the *Telecommunications Act*, as amended, the *Broadcasting Act*, as amended, or the rules and regulations of the Canadian Radio-Television and Telecommunications Commission.

ARTICLE 19 – INVALIDITY

- 19.1 The invalidity or unenforceability of any provision of this License shall not affect the validity or enforceability of any other provision, but shall be deemed to be severable.

ARTICLE 20 - HEALTH & SAFETY, AND WSIB

- 20.1 The Licensee, any contractor(s) and subcontractor(s) employed by the Licensee, and any Assignee's shall comply with all requirements of the *Occupational Health and Safety Act* and its regulations; including, but not limited to, providing proof of compliance with WSIB requirements (maintain current WSIB Clearance Certificate on file with City for duration of the Term or Extended Term, if applicable, of this License), providing proof of Commercial General Liability Insurance for duration of the Term or Extended Term, if applicable, of this License; and compliance with the City's Contractor Qualification Policy. The Licensee shall ensure that the requirements as set out herein apply to any subcontractors employed by the Licensee.

ARTICLE 21 - PROPRIETARY RIGHTS

- 21.1 The Licensee hereby agrees that this License in no way confers any rights, benefits or title in any way to the Licensee of the Building, and that Building and any part thereof is the property, title and right of the Licensor.

ARTICLE 22 - BINDING AGREEMENT

- 22.1 *The Licensor covenants that he has good right, full power, and absolute authority to grant this License to the Licensee and this License shall be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers. The Licensee covenants that he has good right, full power, and absolute authority to grant this License to the Licensor and this License shall be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.*

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first above written.

Corporation of the City of Sault Ste. Marie

Per:

Name: **Mayor - Debbie Amaroso**
Title:

Per:

Name: ~~City Clerk - Malcolm White~~
Title: **Deputy City Clerk - Rachel Tyczinski**

I/We have authority to bind the corporation.

BELL MOBILITY INC.

Per:

Name:
Title:

I have authority to bind the corporation.

SCHEDULE "A"**PROPERTY****Legal Description**

The lands and premises known municipally as 99 Foster Drive, and more specifically described as:

PIN 31540-0022 (LT), namely Parcel 916, SEC AWS; Part Water Lot in front of Lot 7, 8 & 9 S/S Bay Street, PL Town Plot of Sault Ste. Marie; Part Water Lot in front of Lot 7 S/S Bay Street, PL Town Plot of Sault Ste. Marie as in LT12185 except Part 9 1R3723, Sault Ste. Marie; and

PIN 31540-0043 (LT), namely Parcel 1460, SEC ALG; Water Lot in Front of Lot 6 S/S Bay Street, PL Town Plot of Sault Ste. Marie, except PL M78, Sault Ste. Marie; and

PIN 31540-0090 (LT), namely Lot 7 S/S Bay Street, 8 S/S Bay Street, PL Town Plot of St. Mary's; Part Lot 9 S/S Bay Street, PL Town Plot of St. Mary's Part 1 Exprop PL T130973, Sault Ste. Marie; and

PIN 31540-0021 (LT), namely Parcel 2951, SEC AWS; Unit 1, PL D33, Sault Ste. Marie, except Part 8 1R3723, Sault Ste. Marie; and

PIN 31540-0073 (LT), namely Parcel 5697, SEC AWS; Part Water Lot in front of Lot 9 S/S Bay Street, PL Town Plot of Sault Ste. Marie, Part 4 1R 1463, Sault Ste. Marie; and

PIN 31540-0042 (LT), namely Parcel 101, SEC ALG; Unit 1, PL D32, Sault Ste. Marie.

SCHEDULE "B"

Bell

W3706 InBldg - Foster Dr., 99

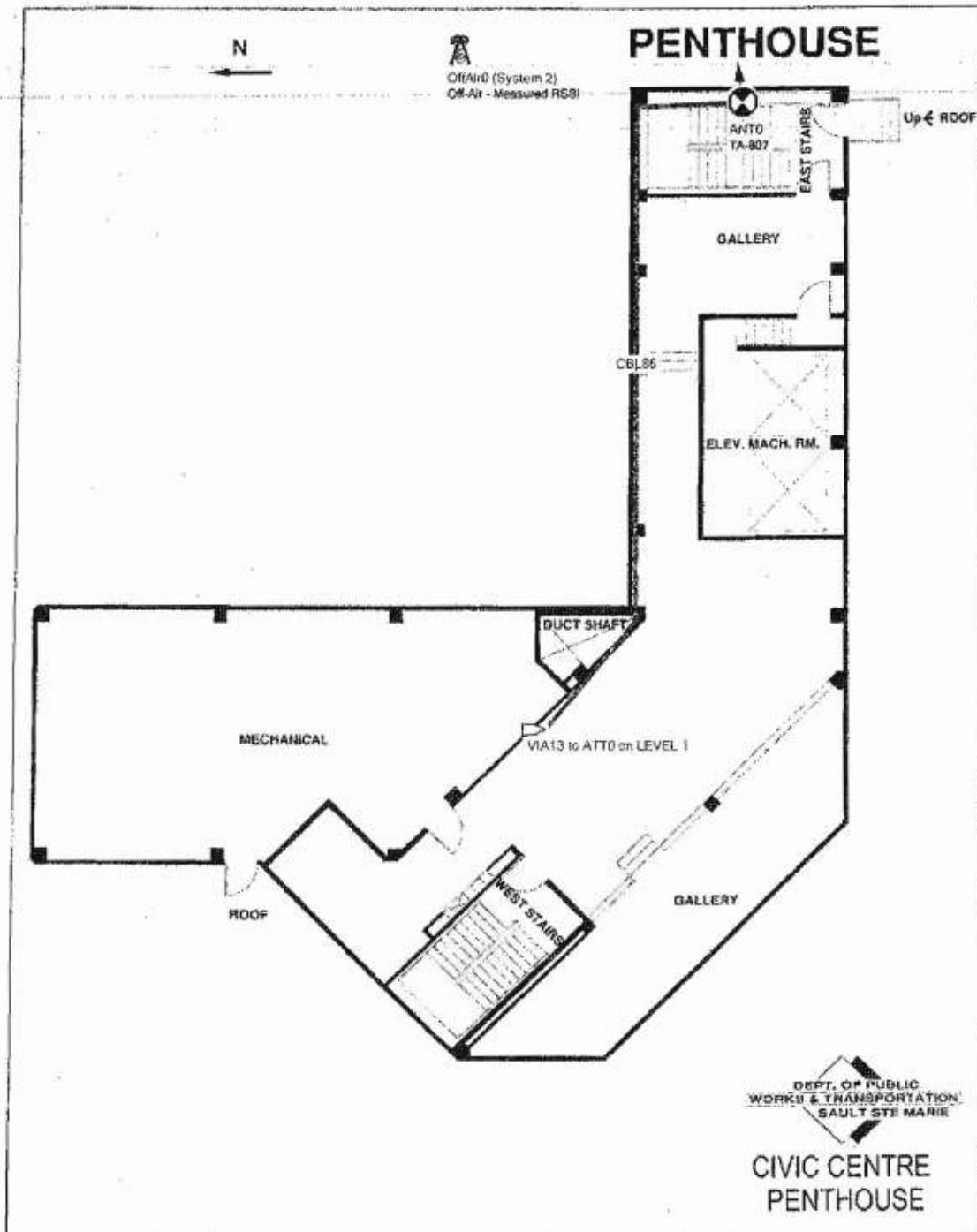
99 Foster Dr., Sault Ste Marie, ON P6A 5X6

PROPOSED IN-BUILDING DISTRIBUTED ANTENNA SYSTEM FOR
THE ENHANCEMENT OF HSPA AND CDMA SERVICE

FINAL DESIGN

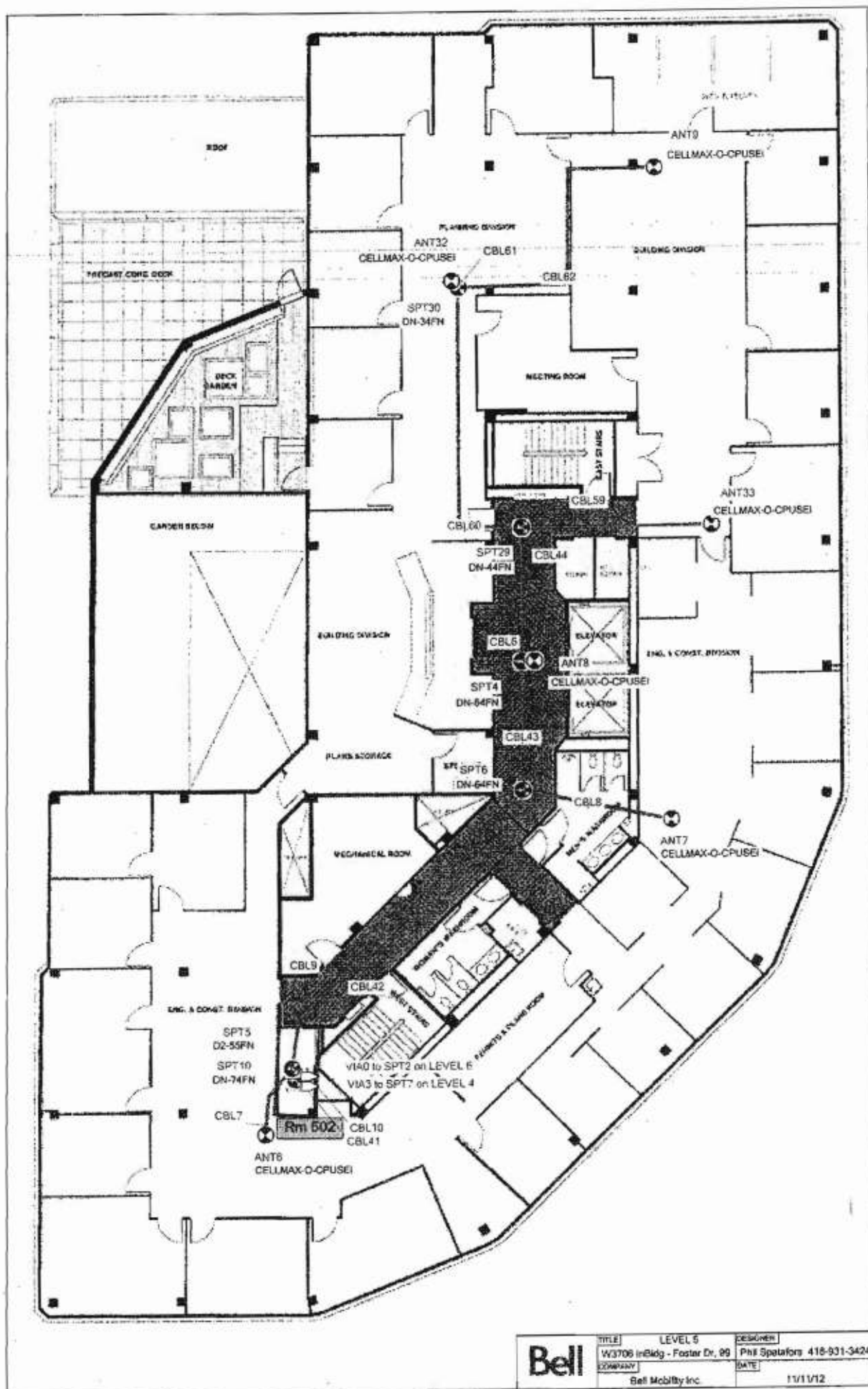
Bell	DATE	Title Page	PROJECT
	W3706 InBldg - Foster Dr. 99	Final Spansors #16-931-3438	
	DESIGNED BY	10/11/12	
Bell Mobility Inc.			

1/b(a)



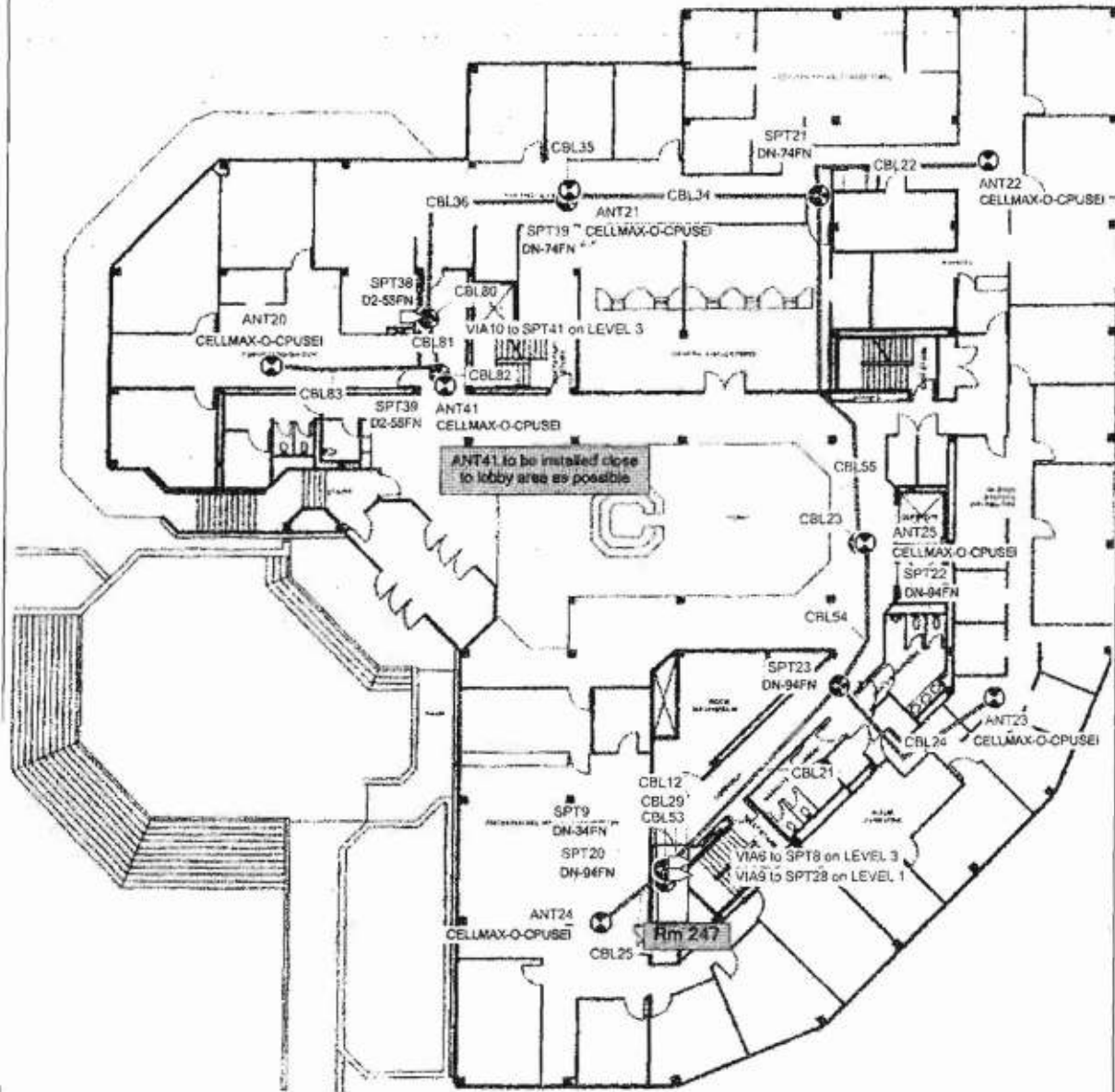
Bell	TITLE	PENTHOUSE	DESIGNER
	W3706 InBldg - Foster Cr. 99	PNI Spatafore 416-931-3424	DATE
	COMPANY	Bell Mobility Inc.	11/11/12

1b(a)

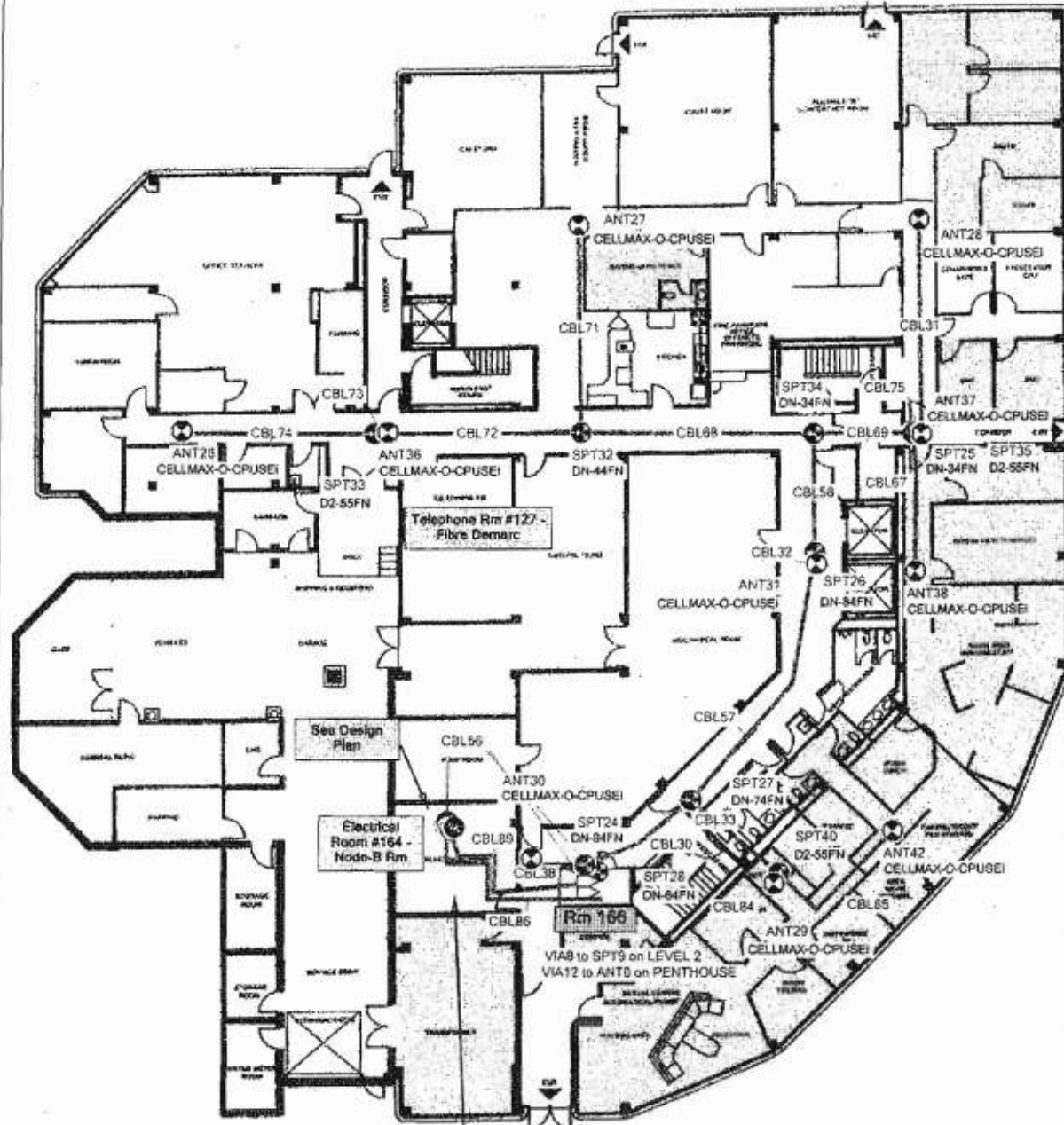


Bell	TITLE	LEVEL 5	DESIGNER
	W3706 in Bldg - Foster Dr. 99	Phil Spatafore	416-931-3424
Bell Mobility Inc.	COMPANY	DATE	
		11/11/12	

$10(a)$



Bell	TITLE	LEVEL 2	DESIGNER
	W3705 inBldg - Foster Dr, 99		Phil Spetters 416-931-3424
	COMPANY	Bell Mobility Inc.	DATE
			11/11/12



TCVR0 (System 1) Radio Transceiver
 RPTD GRS-DUO33M-BC
 FTR0 TPX-081921
 SBU0 08U3806 fiber
 ATT0 786-3
 ATT1 TA-CT-NM

Product Specifications

CELLMAX-D-CPUSE

Cell-Max™ Directional on-building antenna, 690-960 MHz and 1710-2700 MHz



CHARACTERISTICS

General Specifications

Antenna Type	Omni-directional
Operating Frequency Band	1710 - 2700 MHz 690 - 960 MHz
Brand	Cell-Max™
Color	White
Mounting	4 Post
Package Quantity	1
Input Cable	450-141506, aluminum clad
Antenna Color	White
Antenna Weight	400, 100 lbs

Electrical Specifications

Operating Frequency Band	690 - 960 MHz
Antenna Type	1/2 Wave (Relative to center)
3rd Order SWR Test Method	Two +1/2 dBm carriers
Impedance, nominal	50 ohms
Gain at frequency band	15 dBi @ 690-960 MHz
Impedance	50 ohms
Brand Name, maximum	10 dBi
Antenna Type	Vertical
Antenna Type	10 dBi
Antenna Type	15 dBi

Electrical Specifications (Band 2)

Operating Frequency Band	1710 - 2700 MHz 690 - 960 MHz
Antenna Type	1/2 Wave (Relative to center)
3rd Order SWR Test Method	Two +1/2 dBm carriers
Impedance, nominal	50 ohms
Gain at frequency band	15 dBi @ 1710-2700 MHz
Antenna Type	10 dBi

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Page 1 of 1
10/15/2011

Mechanical Specifications

Mounting	4 Post (relative to center)
Package Length	900.0 mm 35.4 in

Environmental Specifications

Application	Indoor
Operating Temperature	-40 °C to 40 °C (-40 °F to 104 °F)
Relative Humidity	Up to 100%

Dimensions

Diameter, maximum	289.00 mm 11.37 in
Height	85.00 mm 3.35 in
Length	106.60 mm 4.19 in
Net Weight	0.33 kg 0.73 lb
Width	106.60 mm 4.19 in

Product Specifications

COMMSCOPE

on the go



CELLMAX-D-CPUSE

Cell-Max™ Directional on-building antenna, 690-960 MHz, 1710-2700 MHz

Electrical Specifications

Frequency Band, MHz	690-960	690-960	1710-2700	1710-2700
Gain, dBi	15	15	15	15
Bandwidth, Horizontal, dBi	15	15	15	15
Bandwidth, Vertical, dBi	15	15	15	15
VSWR (Return Loss, dB)	1.1	1.1	1.1	1.1
SWR, dB	1.1	1.1	1.1	1.1
Input Power per Port, maximum, watts	10	10	10	10
Polarization	Vertical	Vertical	Vertical	Vertical
Impedance	50 ohms	50 ohms	50 ohms	50 ohms

General Specifications

Antenna Type	Directional
Application	Indoor
Brand	Cell-Max™
Mount Type	4 Post (relative to center)
Operating Frequency Band	1710 - 2700 MHz 690 - 960 MHz
Package Quantity	1
Input Cable	450-141506, aluminum clad

Mechanical Specifications

Color	White
Connector type/size	1/2 Wave
Package Length	900.0 mm 35.4 in
Antenna Weight	400, 100 lbs

Environmental Specifications

Operating Temperature	-40 °C to 40 °C (-40 °F to 104 °F)
Relative Humidity	Up to 100%

Dimensions

Height	210.00 mm 8.27 in
Length	106.60 mm 4.19 in
Width	106.60 mm 4.19 in
Net Weight	0.33 kg 0.73 lb

Packaging Dimensions

Height	210.00 mm 8.27 in
Length	106.60 mm 4.19 in

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Page 1 of 1
10/15/2011



TA-807 Dual Band Directional Panel

824-896 / 1880-1990 MHz



The TA-807 is a dual band vertically or horizontally polarized directional panel antenna. The antenna consists of two main arrays and a 1/2 wave center element. The antenna is designed for severe weather conditions and is 0.5 dB ground plane in silver-plated steel.

Electrical Specifications

Frequency Range	824-896 / 1880-1990 MHz
Gain	15 dBi @ 824-896 MHz
VSWR	1.5
Power Handling	25 dBm / 25 W
Power Output	100 W
Power Input	100 W
Power Output	100 W
Power Input	100 W

Mechanical Specifications

Length	100 mm
Width	100 mm
Height	100 mm
Weight	100 g

Materials

Material	Aluminum
Material	Aluminum
Material	Aluminum
Material	Aluminum

Dimensions

Height	100 mm
Length	100 mm
Width	100 mm

Weight

Weight	100 g
--------	-------

100 W
100 W
100 W
100 W

100 W
100 W
100 W
100 W

100 W
100 W
100 W
100 W

Bell

Antennas
W3708 INBldg - Foster Dr. 99
Date: 11/11/12

PHI Spatials
415-931-3424

10(a)

Frequency band	2100 MHz DL: 1920-1980 UL: 2110-2170 1900 MHz DL: 1850-1910 UL: 1930-1990 850 MHz DL: 824-849 UL: 839-894 AWS: DL: 1710-1755 UL: 2110-2155
Output power	RRU3804: 4 carriers per RRU, 80 W antenna output power RRU3801E: 2 carriers per RRU, 40 W antenna output power
Receiver sensitivity	-125.5 dBm (1-way Rx diversity)
Power supply	-48 V DC voltage range -38.4 V DC to -57 V DC
CPRI interface	2 CPRI interfaces (1 20Gbps, CPRI V2.0)
Weight (kg)	15kg without cover
Dimensions (H x W x D)	460mm*270mm*150mm without cover
Operation temperature	-40° C to +45° C (with solar radiation of 1,120 W/m²) -40° C to +50° C (without solar radiation)
Future proof	Hardware ready for 64QAM, MIMO, LTE

Figure 3-3 RRU 1900 in typical configuration

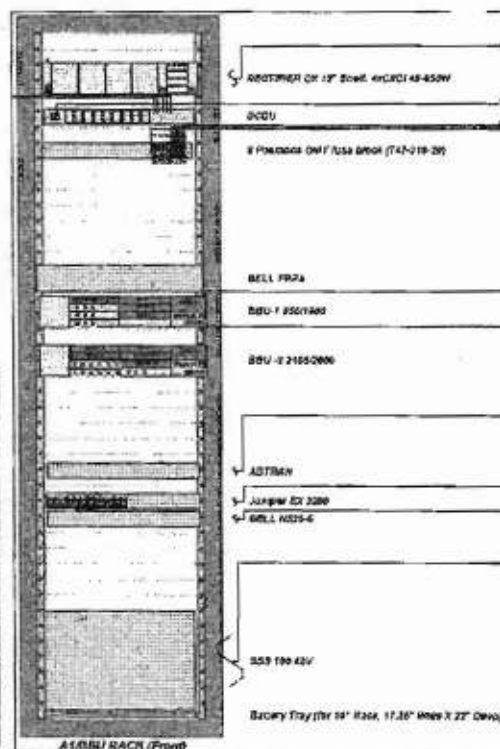
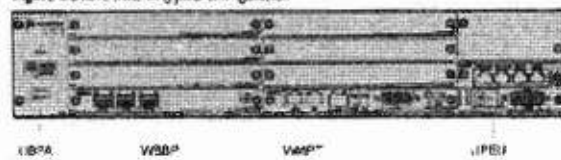


Figure 3-2 Parts of the RRU 1904

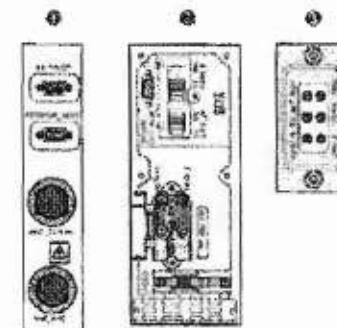
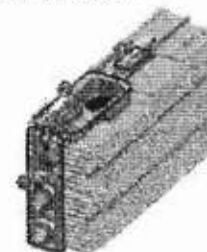


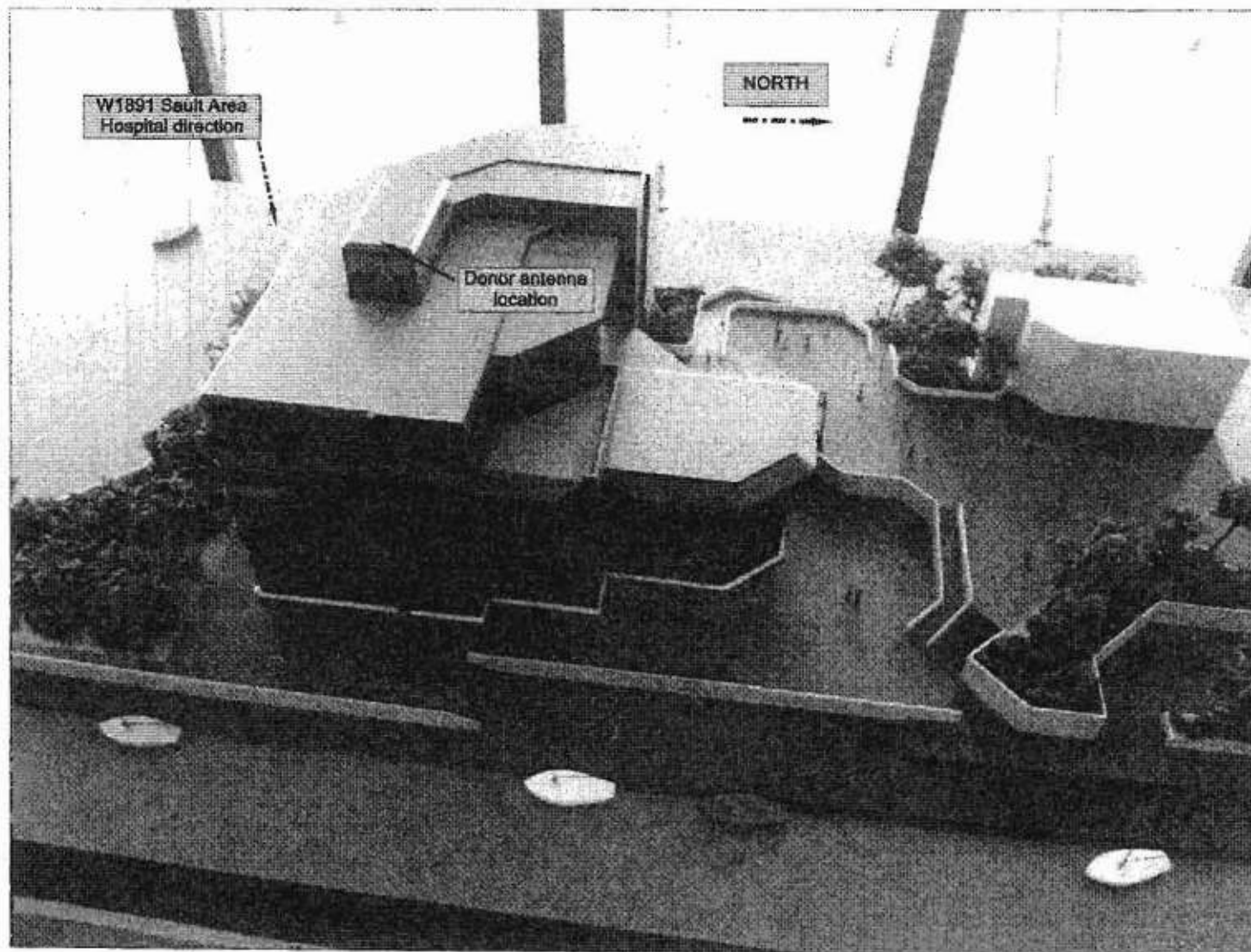
Table 3-1 describes the ports and LEDs on the front of the RRU 1904.

File	Node-B (HSPA)	Doc/Pt
W3705 InBldg - Foster Dv, 99	Phil Spotsfora - 416-831-3426	
Copyright	Date	
© Bell Mobility Inc.	11/11/12	

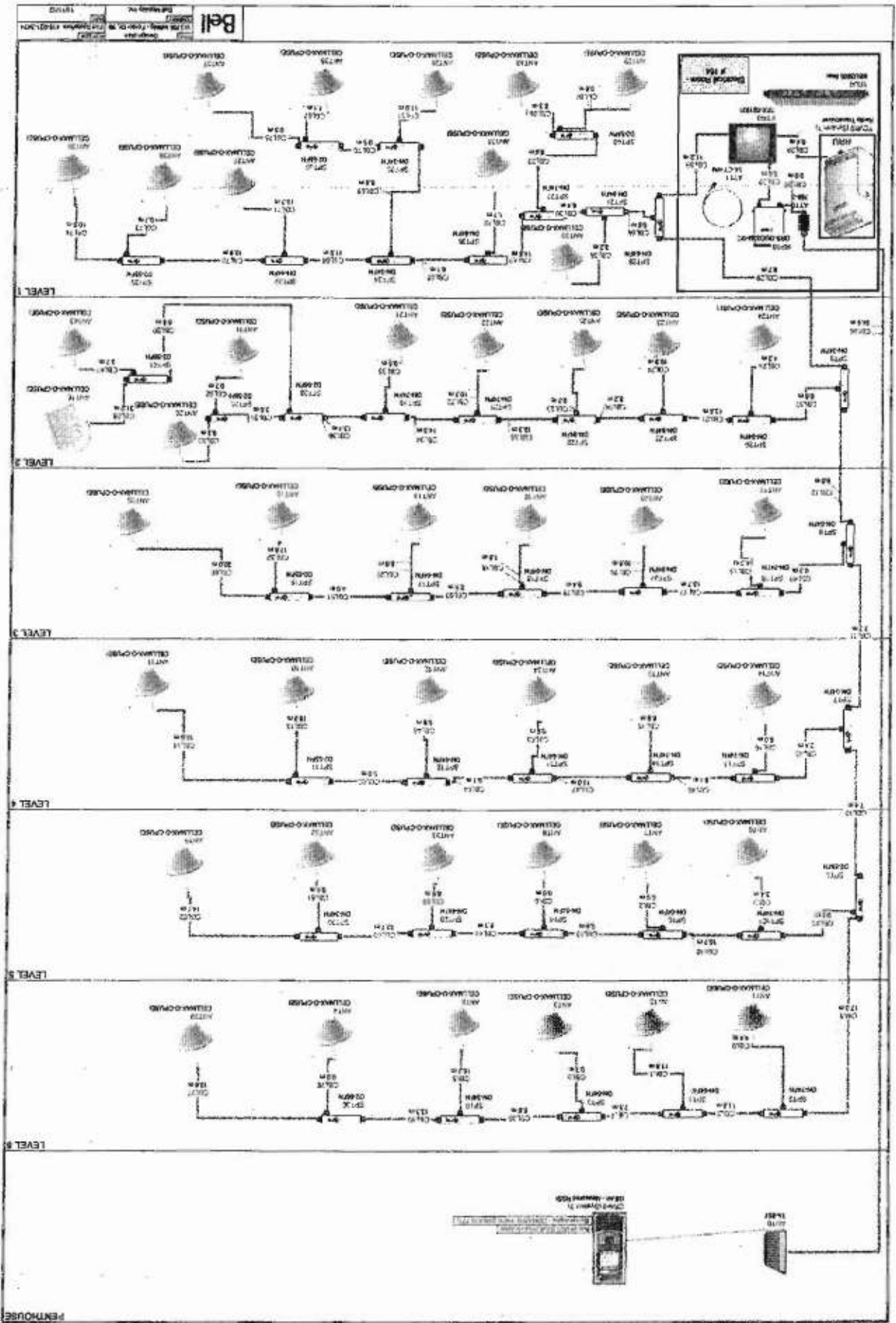
Bell

HSPA/LTE(ready) Node-B
Racks (Main and Radio)

b(1)



10(a)



10(a)

Legend



Power Splitter



HL4RP-50 - 1/2" Air Dielectric,
Plenum Rated (CATVP),
HL Series - 50-ohm



Antenna



HJ5RP-50 - 7/8" Air Dielectric,
Plenum Rated
HJ Series - 50-ohm



Repeater/Enhancer



System Source



Via

Bell	STYLE	Legend	REVISION
	W3706 InBldg - Foster Dr. 99		Phil Spazola 416-931-3424
	COMPANY	DATE	
	Bell Mobility Inc.		11/11/12

10(b)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-36

AGREEMENT: (P3.4) A by-law to authorize the execution of a five year agreement between the City and The Sudbury Wolves Hockey Club Limited O/A BK Corporate Marketing Services for the provision of selling advertising on the Transit Services Division's fleet of buses.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c.25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

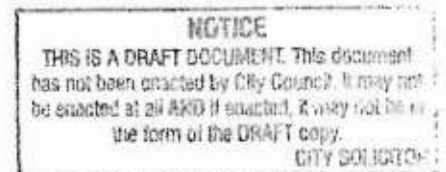
The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a five year agreement in the form of Schedule "A" attached hereto and dated the 19th day of February, 2013 and made between the City and The Sudbury Wolves Hockey Club Limited O/A BK Corporate Marketing Services for the provision of selling advertising on the Transit Services Division's fleet of buses.

2. **SCHEDULE "A"**

Schedule "A" attached forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.



PASSED in open Council this 19th day of February, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE
Deputy City Clerk - Rachel Tyczinski

10(b)

AGREEMENT

Schedule "A"

SAULT STE. MARIE, ONTARIO

THIS AGREEMENT made this 19th day of February, 2013

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")

OF THE FIRST PART

AND

**THE SUDBURY WOLVES HOCKEY CLUB LIMITED O/A
BK CORPORATE MARKETING SERVICES**

(the "Company")

OF THE SECOND PART

WHEREAS the City issued a Request for Proposal for a Contractor to sell advertising on City Transit Buses and Parabuses under File #2012CK01P (the "RFP"), a copy of which RFP is appended as *Schedule "A"* to this Agreement;

AND WHEREAS the Company submitted a Proposal dated November 27, 2012 (the "BK Corporate Proposal") in response to the RFP, a copy of which BK Corporate Proposal is appended as *Schedule "B"* to this Agreement;

AND WHEREAS the City selected the BK Corporate Proposal as the successful proponent for the RFP, subject to the terms and conditions hereinafter contained;

NOW THEREFORE in consideration of the rents, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. TERM

The Agreement shall be for a term of five (5) years commencing March 1, 2013 and ending on February 28, 2018 (the "Term"). The City reserves the right to negotiate additional one (1) year extensions by mutual agreement with the Company thereafter.

2. DESCRIPTION OF WORK

- (a) The parties hereto acknowledge and agree that the RFP and the BK Corporate Proposal, together with the within Agreement sets out the rights and obligations of the parties with respect to the selling of advertising on City Transit Buses and Parabuses. The parties further acknowledge and agree that all references to the word Agreement herein include *Schedules "A" and "B"* appended hereto.
- (b) The Company shall provide all that is necessary and required to perform the work described and set out in the Agreement at its sole risk and expense.
- (c) The Company shall perform all work required under this Agreement in a good, professional and skilled manner.
- (d) The Company shall have the right to sell "Advertising" in the forms as defined in Section 3(a) of this Agreement for only those City Transit Buses and Parabuses

owned and operated by the City as specified in Section 4 - "Transit Fleet Description" of Schedule "A" to the Agreement (the "Current Fleet").

- (e) The Company shall have the right to place "Advertising" in the forms as defined in Section 3(a) in only those locations of the Current Fleet as particularized in Section 4 - "Transit Fleet Description" of Schedule "A" to the Agreement (the "Advertising Locations") and in accordance with Section 3 of this Agreement.
- (f) The parties hereto acknowledge and agree that the Current Fleet complement and Advertising Locations are subject to change during the Term at the sole discretion of the City.
- (g) During the Term or any extension thereof, the City may identify additional advertising opportunities, locations and forms for Advertising (the "Additional Advertising"). The City reserves the right to negotiate with the Company for the addition of such Additional Advertising to this Agreement.
- (h) The Company hereby confirms that the City has not provided any representation, warranty or other assurance regarding the suitability of the Current Fleet or any part thereof, for use by the Company. The Company acknowledges that it has carried out an inspection of the Current Fleet specifically to satisfy itself concerning the suitability of same for all matters arising under this Agreement and further, that it shall use the Current Fleet in carrying out its obligations under this Agreement on an "as is where is" basis.

3. ADVERTISING

(a) Advertising Forms Defined

All Advertising sold and installed by the Company in the Advertising Locations of the Current Fleet shall be in a fixed printed form and be in one of the following formats:

- i. exterior signage in card form;
- ii. interior signage in card form;
- iii. full body wrap; or
- iv. partial body wrap.

(b) Rules Applicable to All Advertising Forms

- i. The Company shall obtain the City's express written approval for each and every Advertising design sold pursuant to this Agreement prior to any production of same.
- ii. The parties hereto acknowledge and agree that no Advertising shall be installed on a City Transit Bus or Parabus unless such Advertising has been approved by the City in accordance with Section 3(b)i. above.
- iii. The Company shall not sell or install any Advertising that is of a political, religious or immoral nature. The City may remove any Advertising or part thereof from the Current Fleet that the City deems, in its sole discretion, to be objectionable.
- iv. The parties hereto acknowledge and agree that the City may remove any Advertising or part thereof that the City determines, in its sole discretion, impedes the safety of motorists and/or pedestrians.

- v. In the event that the City removes any Advertising or part thereof in accordance with Sections 3(b)iii. and iv. above, the Company shall pay any and all charges and expenses incurred by the City for such removal immediately upon demand by the City and the Company shall further make good any damage caused to the City's Current Fleet by such removal at its sole risk and expense.
- vi. The City shall not be responsible for any vandalism or other damage to any Advertising, howsoever caused. In the event of damage to the Advertising or any part thereof, the Company shall forthwith effect such repairs to the satisfaction of the City on such terms as determined by the City, in the City's sole discretion and at the Company's sole cost and expense. In the event that the City determines, in its sole discretion, that the damage to the Advertising or any part thereof is of such a nature that repairing same is not appropriate, the Company shall forthwith remove same from the City's Fleet and make good any damage caused to the City's Current Fleet by such removal at its sole risk and expense.
- vii. In the event that the Company fails to comply with its obligations under Section 3(b)vi. above, the City may, in its sole discretion, remove the Advertising or part thereof and the Company shall pay any and all charges and expenses incurred by the City for such removal immediately upon demand by the City. In such event, the Company shall further make good any damage caused to the City's Current Fleet by such removal at its sole risk and expense.
- viii. In the event that the Company fails to repair damage caused to the City's Current Fleet following removal of any Advertising in accordance with Sections 3(b)v.-vii. inclusive, the City may, in its sole discretion, cause to have such damage repaired and the Company shall forthwith reimburse the City for any and all charges and expenses incurred by the City for same.
- ix. The parties hereto acknowledge and agree that the City shall not be responsible for providing any storage for the Company's Advertising not installed on its Current Fleet. In the event that the Company fails to promptly remove such Advertising from City property, the parties hereto acknowledge and agree that the City may store such Advertising at a location of its discretion and the Company shall forthwith reimburse the City for any and all charges and expenses incurred by the City for such storage.
- x. The parties hereto acknowledge and agree that the Company shall maintain an inventory of all Advertising that forms the subject matter of this Agreement.
- xi. The Company shall complete any and all maintenance required for the Advertising at its sole risk and expense.
- xii. The Company shall secure the necessary financing, labour, services, equipment, permits and approvals prior to commencing any work relating to this Agreement. The Company further represents and warrants that it shall obtain all necessary approvals and authorizations for any and all Advertising it shall design, produce, install or cause to be installed on the City's Current Fleet to ensure that such Advertising does not infringe on any person(s) copyrights, trademark rights or other proprietary interests. The Company shall ensure that all Advertising designed, produced, sold and installed complies with any municipal, provincial and federal laws, regulations and orders, and any other pertinent codes and legislation.

(c) Further Rules Applicable to Exterior and Interior Signage in Card Form

- i. The Company shall provide all necessary labour, materials, equipment, contractors and subcontractors to complete the design and production of all exterior and interior signage in card form. The Company shall assume full responsibility for all activities, costs and expenses related directly and/or indirectly to same.
- ii. The Company shall select the individual City Transit Bus and/or Parabus that all exterior and interior signage in card form shall be installed by the City in accordance with paragraph 3(c)iv. and provide the City with notice of such particulars in writing.
- iii. The Company shall deliver any and all exterior and interior signage in card form to the City for installation by the City in accordance with paragraph 3(c)iv. below. The Company shall be responsible for all activities, costs and expenses related directly and/or indirectly to same.
- iv. The City shall supply all necessary racks, labour, materials, equipment and contractors for the installation and removal of all exterior and interior signage in card form at its sole expense.
- v. The Company shall provide the City with reasonable notice in writing when each exterior and interior signage in card form shall be removed by the City.
- vi. The parties hereto further acknowledge and agree that the City shall not be responsible for any damage or destruction to any exterior or interior signage in card form or any part thereof sustained in the installation or removal of same from the City's Fleet. In the event of such damage or destruction following such installation or removal, the parties hereto acknowledge and agree that the provisions of Section 3(b)vi.-vii. shall apply.
- vii. The parties hereto further acknowledge and agree that the Company shall make good any damage caused to the City's Current Fleet the installation or removal of all exterior and interior signage in card form at its sole risk and expense. In the event that the Company fails to repair damage caused to the City's Current Fleet following such installation or removal, the City may, in its sole discretion, cause to have such damage repaired and the Company shall forthwith reimburse the City for any and all charges and expenses incurred by the City for same.

(d) Further Rules Applicable to Full and Partial Body Wrap

- i. The City shall determine shall have exclusive authority for determining the number of City Transit Buses and Parabuses that shall be made available to the Company for full body wrap and partial body wrap.
- ii. The Company shall provide all necessary labour, materials, equipment, contractors and subcontractors to complete the design, production, installation and removal of all full body wraps and partial body wraps. The Company shall assume full responsibility for all activities, costs and expenses related directly and/or indirectly to same.
- iii. At the end of each Advertising contract for full body wraps and/or partial body wraps, the Company shall promptly remove all such full and/or partial body wraps from the relevant City Transit Bus and/or Parabus and dispose of same.

- iv. The Company shall make good any damage caused to the City's Current Fleet by such installation or removal of full and/or partial body wrap at its sole risk and expense, including but not limiting to restoring the City Transit Buses and/or Parabuses to their original paint scheme. In the event that the Company fails to repair the damage caused to the City's Current Fleet following the installation and/or removal of any Advertising, the City may, in its sole discretion, cause to have such damage repaired and the Company shall forthwith reimburse the City for any and all charges and expenses incurred by the City for same.

4. UNSOLD ADVERTISING SPACE

- (a) The City shall have the exclusive right to utilize any Advertising Location in the Current Fleet for the advertising and/or promotion of City programs when the aforesaid Advertising Location is available and has not been sold by the Company.
- (b) The City shall have the exclusive right to post notices, warnings or other forms of self-promotion in any area of the Current Fleet that is not specified herein as an Advertising Location.
- (c) In the event that the City exercises its rights under this section of the Agreement, the parties hereto acknowledge and agree that no compensation shall be paid or be payable by the City to the Company for such advertising or use.

5. PAYMENT

- (a) During each of Years One (1) through Five (5) inclusive of the Term, the Company shall pay to the City a licensing fee in the following amounts:
 - i. Year One – March 1, 2013 to February 28, 2014 – Forty Thousand (\$40,000.00) Dollars;
 - ii. Year Two – March 1, 2014 to February 28, 2015 – Forty-Two Thousand (\$42,000.00) Dollars;
 - iii. Year Three – March 1, 2015 to February 29, 2016 – Forty-Three Thousand (\$43,000.00) Dollars;
 - iv. Year Four - March 1, 2016 to February 28, 2017 – Forty-Four Thousand (\$44,000.00) Dollars; and
 - v. Year Five – March 1, 2017 to February 28, 2018 – Forty-Five Thousand (\$45,000.00) Dollars.
- (b) Payment of the licensing fees referred to in Section 5(a)ii.-v. inclusive above shall be made in twelve (12) equal installments, payable by the Company to the City on or before the twentieth (20th) day of each month of Years Two (2) to Five (5) inclusive of the Term. During Year One, payment of the licensing fee referred to in Section 5(a)i. above shall be made in nine (9) equal installments commencing on April 20th, 2013 and on or before the twentieth (20th) day of each month of Year One (1) of the Term thereafter.
- (c) In addition to the licensing fees referred to in Section 5(a)i.-v. inclusive above, the Company shall pay to the City five (5%) percent of the Company's Total Annual Gross Billings for Advertising on or before April 1st of the year that follows, specifically:
 - i. Five (5%) percent of the Company's Total Annual Gross Billings for Advertising for Year One (1) of the Term shall be payable by the Company to the City on April 1, 2014;

- ii. Five (5%) percent of the Company's Total Annual Gross Billings for Advertising for Year Two (2) of the Term shall be payable by the Company to the City on April 1, 2015;
 - iii. Five (5%) percent of the Company's Total Annual Gross Billings for Advertising for Year Three (3) of the Term shall be payable by the Company to the City on April 1, 2016;
 - iv. Five (5%) percent of the Company's Total Annual Gross Billings for Advertising for Year Four (4) of the Term shall be payable by the Company to the City on April 1, 2017; and
 - v. Five (5%) percent of the Company's Total Annual Gross Billings for Advertising for Year Five (5) of the Term shall be payable by the Company to the City on April 1, 2018.
- (d) The parties hereto acknowledge and agree that reference to the word "Billings" herein means actual Gross Annual Advertising Billings made by the Company for Advertising related to this Agreement, and not actual Advertising fees collected by the Company pursuant to this Agreement.
- (e) The Company acknowledges and agrees that it shall not accept "Contra Advertising", defined herein as Advertising for which payment is in the form of goods or services furnished to the Company, for which no money is exchanged, for Advertising sold pursuant to this Agreement, unless dollar values are declared and included by the Company in the Annual Gross Billings for the applicable Year of the Term.
- (f) The Company further acknowledges and agrees that it shall not sell Advertising to charitable or non-profit organizations for which no fee is charged. Under no circumstances shall the Company accept tax receipts or credit for Advertising space considered to be a charitable donation by charitable or non-profit organizations, unless the Company declares full dollar value for such Advertising sold and includes same in the Annual Gross Billings for the applicable year of the Term.

6. ACCOUNT RECORDS

- (a) The Company shall produce all books, accounts and records of the Company relevant to this Agreement to the City for inspection upon demand by the City for same and on reasonable notice.
- (b) The Company shall, at the end of each Calendar year during the Term of this Agreement (January 1st to December 31st) and if requested further, at the end of each Year of the Term (March 1st to February 28th) transmit to the City an Annual Audited Statement of Gross Billings prepared by a Chartered Accountant in accordance with the reporting requirements of the Canadian Institute of Chartered Accountants.
- (c) The City may require the Company to participate in an audit by an independent Chartered Accountant or public accounting firm of the City's choosing after reviewing the account records of the Company referred to in this Section of the Agreement at the end of each Calendar Year of the Term and if requested further, at the end of each Year of the Term (March 1st to February 28th). The Company agrees that it shall comply and participate in such an audit process if so required by the City at the end of each calendar year of the Term (January 1st to December 31st) and if request further, at the end of each Year of the Term (March 1st to February 28th).

7. INTERFERENCE, WASTE OR NUISANCE

The Company shall not do or cause to be done, any action which would damage, waste disfigure or injure any property owned by the City. The Company shall further conduct itself and perform the work set out in this Agreement in a manner which does not interfere with the operation of the City's Current Fleet and which does not otherwise cause a nuisance. Any costs incurred by the City to repair the City property, Current Fleet or otherwise resulting from such waste and nuisance as set out herein shall be payable by the Company to the City immediately upon demand by the City.

8. ASSIGNMENT AND TRANSFERABILITY

- (a) Except as otherwise provided in this Section, the rights and obligations created by this Agreement are exclusive to and shall not be transferred or assigned by the Company (by operation of law or otherwise), without the prior express written consent of the City.
- (b) The parties hereto agree that the assignee of the Company, if such an assignment should be made, shall be able to enforce the provisions of this Agreement pursuant to such assignment. Further, the Company acknowledges and agrees that any such assignment or transfer, if so authorized by the City, shall not relieve the Company of any responsibility for the proper commencement, execution and completion of all work as set out in this Agreement, and that the Company shall either in person or through an accredited agent, receive all notices, communications, orders, instructions or legal service as if the Company were continuing to perform the work with their own plant and employees.

9. PROPRIETARY RIGHTS

- (a) The parties hereto acknowledge and agree that this Agreement in no way confers title to the Advertising to the City, and that the Advertising and any part thereof is the property and title of the Company.
- (b) The parties hereto further acknowledge and agree that this Agreement in no way confers any rights, benefits or title in the City Transit Buses, City Parabuses or any other City Property to the Company and that the City Transit Buses, City Parabuses and all property owned by the City and any part thereof is the property, title and right of the City.

10. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

The parties hereto acknowledge and agree that the City is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"). The Company shall comply with the MFIPPA to ensure privacy laws are conformed to for all matters arising directly or indirectly from this Agreement.

11. INSURANCE

- (a) Prior to the commencing any work under this Agreement and for the entire duration of the Term, the Company shall maintain at its sole expense, Comprehensive Commercial Liability Insurance, including Product and Completed Operations Liability, Contractual Liability, Owners and/or Contractors Protective Liability, Contingent Employers Liability and shall contain a Cross Liability Clause protecting the City Corporation as if separately insured, to a minimum of Two Million (\$2,000,000.00) Dollars inclusive per occurrence, insuring all claims for damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, however and whatsoever incurred, suffered or sustained in relation to in in connection with the Company's use of Property owned by the City, the

Company's Advertising or any other matters under directly or indirectly from this Agreement.

- (b) The parties hereto acknowledge and agree that the amount of coverage as set out herein shall be reviewable every year during the Term and subject to adjustment at the sole discretion of the City.
- (c) Each insurance policy referenced herein shall name the Corporation of the City of Sault Ste. Marie as an "Additional Insured". A Certificate of Insurance to the satisfaction of the City, confirming the above coverages are in effect for the Term shall be provided to the City on or before March 1, 2013 during Year 2013 of the Term and on January 1, 2014 and every January 1st thereafter for the balance of Years 2014 through 2017 inclusive of the Term.
- (d) The taking out of insurance shall not limit the Company's liability under this Agreement. The Company acknowledges and understands that liability insurance coverage responds only for the use of Property owned by the City for the purpose(s) as specified in this Agreement.

12. LIMITED LIABILITY AND RELEASE

The Company hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors; and the Company further agrees that notwithstanding anything to the contrary contained herein, the City, including elected officials, officers, employees, agents and contractors shall not be liable to the Company or to anyone for whom the Company may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by the Company or any of the Company's agents, employees and contractors in relation to or in connection with the Company's use of Property owned by the City or any other matters under this Agreement.

13. INDEMNITY

- (a) The Company shall indemnify and save the City harmless, including the City's elected officials, officers, employees, agents and contractors from and against any actions, causes of action, interest, claims, demands, damages, expenses, loss or costs (including without restriction legal costs on a substantial indemnity basis) which the City may bear, suffer, incur, become liable for, or be put to by reason of any loss of or damage to property, personal injury or death, or any other losses or damages, both direct or indirect including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with the Company's use of property owned by the City, the Company's Advertising, the Company's breach or violation of non-performance of any provision of this Agreement, the work covered by this Agreement, or by reason of or arising out of any act, neglect or default by the Company or any of its agents or employees or any other person or persons.
- (b) The Company further covenants and agrees that the indemnity herein contained shall extend to all claims, loss, costs and damages by reason of or arising out of improper or faulty erection of equipment erected or installed in connection with this Agreement by the Company, its servants or agents, whether or not these have been approved by the City, its servants or agents.
- (c) The Company shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the property owned by the City, the Company's Advertising and any other matters arising directly and indirectly from this Agreement and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature (including without restriction legal costs on a substantial indemnity basis) which the City may suffer, be at or be put to by reason of or in consequence of the

noncompliance by the Company with such Laws, By-Laws, Rules and Regulations.

- (d) The Company shall obtain all necessary approvals and authorizations for any and all Advertising it shall design, produce, install or cause to be installed on the City's Current Fleet to ensure that such Advertising does not infringe on any person(s) copyrights, trademark rights or other proprietary interests and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature (including without restriction legal costs on a substantial indemnity basis) which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Company of this Agreement, by reason of or arising out of any act, neglect or default by the Company or any of its agents, employees or any other person(s), and by the Company's noncompliance with any applicable Laws, By-Laws, Rules and Regulations.
- (e) The Company shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from its use of property owned by the City, the Company's Advertising and any other matters arising directly or indirectly from this Agreement.

14. HEALTH & SAFETY, AND WSIB

Prior to completing any work under this Agreement, the Company and any contractor(s) or subcontractor(s) employed by them shall comply with all requirements of the *Occupational Health and Safety Act* and its regulations; including, but not limited to, providing proof of compliance with WSIB requirements (maintain current WSIB Clearance Certificate on file with the City for duration of onsite work), providing proof of Commercial General Liability Insurance (minimum of Two Million (\$2,000,000) Dollars per occurrence) to the satisfaction of the City for duration of onsite work; and compliance with the City's Contractor Pre-Qualification Policy, including but not limited to WSIB Coverage, Liability Insurance Coverage and Safe Work Practices. The Company shall further ensure that the requirements as set out herein apply to any subcontractors employed by the Company.

15. TERMINATION

- (a) The City may, at its option, terminate this Agreement, in whole or in part, whenever the City determines in its sole discretion that such termination is in the best interests of the City without the necessity of showing cause or reason. In such event, the City shall provide the Company with thirty (30) days' written notice to the Company.
- (b) Further, in the event of default the City may, at its option, terminate this Agreement. The following events constitute default:
 - i. if the Company makes a material misrepresentation to the City in connection with this Agreement;
 - ii. if the Company becomes bankrupt (voluntarily or involuntarily) or becomes subject to any proceeding seeking liquidation, rearrangement relief or relief of creditors;
 - iii. if a receiver is appointed over any of the Company's property or undertakings; or
 - iv. a material breach of this Agreement.

- (c) Upon expiration of the Term of this Agreement or upon earlier termination of this Agreement, and provided that the City and the Company fail to negotiate a new Agreement as set out in Section 1 above, the Company shall promptly remove and dispose of all Advertising from the Current Fleet. The Company shall further make good any damage caused to the City's Current Fleet by the Advertising or removal of same at its sole risk and expense. In the event that the Company fails to repair the damage caused to the City's Current Fleet following the removal of any and all Advertising, the City may, in its sole discretion, cause to have such damage repaired and the Company shall forthwith reimburse the City for any and all charges and expenses incurred by the City for same.
- (d) The termination of this Agreement by expiry or otherwise shall not affect the liability of either party to the other with respect to any obligation under this Agreement which has accrued up to the date of such termination but not been properly satisfied or discharged.
- (e) Paragraphs 2(a)(h), 3, 5, 6, 7, 8(b), 9, 11, 12 and 13 of this Agreement survive the termination of this Agreement.

16. BINDING AGREEMENT

The City covenants that he has good right, full power, and absolute authority to grant this Agreement to the Company and this Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers. The Company covenants that he has good right, full power, and absolute authority to grant this Agreement to the City and this Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.

17. NOTICE

Any notice required or permitted to be given under this Agreement must be in writing and may be given by delivering or mailing the notice to:

in the case of notice to the City to:

The Corporation of the City of Sault Ste. Marie
 Attention: Assistant City Solicitor
 Legal Department
 99 Foster Drive, P.O. Box 580
 Sault Ste. Marie, Ontario P6A 5N1

in the case of notice to the Company to:

The Sudbury Wolves Hockey Club Limited O/A
 BK Corporate Marketing Services
 Attention: Mark Burgess, Chief Executive Officer
 430 Westmount Avenue, Greenvale Court
 Sudbury, Ontario P3A 5Y9

or to such other address as either party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the 4th business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the 1st day next following the date of faxing. If the notice is sent by e-mail, the notice shall be deemed to have been received on the same day that the e-mail was sent.

18. AMENDMENTS

The parties hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both parties.

19. ENTIRE AGREEMENT

This Agreement and the Schedules appended hereto contains the entire agreement between the parties hereto and there are no prior representations, either oral or written, between them other than those set forth in this Agreement. This Lease supersedes and revokes all previous negotiations, arrangements, representations and information conveyed, whether oral or written, between the parties hereto. The City acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except as expressly set out in this Agreement.

20. EXECUTION

This Agreement shall not be in force or bind either of the parties hereto until executed by both the parties named herein.

21. GOVERNING LAW

This Agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The parties hereto attorn to the jurisdiction of the Courts of Ontario. This Agreement shall be treated in all respects as an Ontario contract.

IN WITNESS WHEREOF the parties hereto have signed this Agreement this 19th day of February, 2013.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: _____
Name: Debbie Amaroso
Position: Mayor

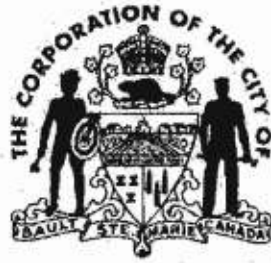
Per: _____
Name: Rachel Tyczinski
Position: Deputy City Clerk

**We are authorized to bind the Corporation of the City of Sault Ste. Marie*

THE SUDBURY WOLVES HOCKEY CLUB LIMITED O/A BK CORPORATE MARKETING SERVICES

Per: _____
Name: Mark Burgess
Position: Chief Executive Officer

**I am authorized to bind The Sudbury Wolves Hockey Club Limited O/A BK Corporate Marketing Services*



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR PROPOSAL

TRANSIT BUS ADVERTISING SALES

**October 31, 2012
File #2012CK01P**



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR PROPOSAL

TRANSIT BUS ADVERTISING SALES

The Corporation of the City of Sault Ste. Marie is accepting Proposals for a Contractor to sell advertising on City Transit Buses and Parabuses.

The purpose of this request is to prompt a response from experienced Proponents interested in Advertising Sales on these vehicles.

Your Proposal must contain recommendations to satisfy the requirements described in the "Terms of Reference" section supplied with this request.

During the period for Proposal preparation, any questions concerning the requirements or intent of the statements contained herein should be addressed to Mr. Don Scott, Manager of Transit & Parking, telephone 705-759-5848; or Mr. Sam Piraino, Area Coordinator-Transit & Parking, telephone 705-759-5434.

If you are in a position to submit a Proposal for this requirement, the completed Form of Proposal and any required attachments and schedules must be returned, in the Proposal envelope provided, to the Manager of Purchasing, Civic Centre, Sault Ste. Marie, Ontario, prior to the closing date. You are encouraged to make a full copy of the document for your file.

Proposals are due and will be accepted no later than 4:00 o'clock p.m., local time, Friday, November 30, 2012.

We look forward to receiving your response.

Yours sincerely

Tim Gowans
Manager of Purchasing

10(b)



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR PROPOSAL

TRANSIT BUS ADVERTISING SALES

Sealed Proposals plainly marked as to contents, will be received by the Manager of Purchasing, Civic Centre, Sault Ste. Marie, Ontario until:

4:00 O'CLOCK P.M., LOCAL TIME, FRIDAY, NOVEMBER 30, 2012

for :

TRANSIT BUS ADVERTISING SALES

Each Proposal must be accompanied by a Security Deposit in the amount of \$1,000.00, in the form of a certified cheque payable to the Corporation of the City of Sault Ste. Marie, to qualify.

Request for Proposal Documents may be obtained from the office of the Manager of Purchasing, Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario.

The highest or any Proposal will not necessarily be accepted.

Tim Gowans
Manager of Purchasing

INDEX

- 1) INFORMATION TO PROPONENTS
- 2) FORM OF PROPOSAL
- 3) TERMS OF REFERENCE
- 4) TRANSIT FLEET DESCRIPTION

SECTION 1

INFORMATION TO PROPONENTS

INFORMATION TO PROPONENTS
TRANSIT BUS ADVERTISING SALES

1.0 Delivery and Opening of Proposals

Sealed Proposals properly marked as to contents in the Corporation of the City of Sault Ste. Marie Proposal Envelopes, will be received by the Manager of Purchasing, Level 2, Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario, until 4:00 o'clock p.m., local time, Friday, November 30, 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 highest or any Proposal will not necessarily be accepted.

2.0 Errors, Omissions, Clarifications

All requests for technical information or to clarify the Terms of Reference shall be addressed to Mr. Don Scott, Manager of Transit & Parking, telephone 705-759-5848 or by email to d.scott@cityssm.on.ca or to Mr. Sam Piraino, Area Coordinator-Transit & Parking, telephone 705-759-5434 or by email to s.piraino@cityssm.on.ca.

All questions and requests for clarification relating to the Request for Proposal process and/or identification of any errors or omissions in the Request for Proposal documents shall be directed to Mr. Tim Gowans, Manager of Purchasing, at (705) 759-5298, or by email to t.gowans@cityssm.on.ca. The Manager of Purchasing may, at his sole discretion, issue a written addendum. Neither the named City Contact nor the Manager of Purchasing will make oral interpretations or clarifications, as to the meaning of the Proposal documents.

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.

Information to Proponents (cont'd)
Transit Bus Advertising Sales

4.0 *Ability and Experience of Proponents*

No Proposal will be considered from any Proponent unless known to have a background of experience in a related enterprise of a character similar to that covered by this document.

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.

6.0 *Execution of Contract*

The Proponent to whom the Contract is awarded will be required to agree upon a Contract within 14 calendar days from the date of the notice from the City to the Proponent after the conclusion of any negotiations.

7.0 *Proposal Left Open*

The Proponent shall keep their Proposal open for acceptance for sixty (60) days after the closing date.

8.0 *Right To Accept or Reject Proposals*

The City reserves the right to reject any or all Proposals or to accept any Proposal should it be deemed in the interests of the City to do so and if only one Proposal is received, the City reserves the right to reject it.

Notwithstanding the foregoing, in the event that a preferred Proposal does not exactly and entirely meet the City's requirements, the City reserves the right to enter into negotiations with the selected Proponent to arrive at a mutually satisfactory arrangement with respect to any modifications to the Proposal.

9.0 *Schedule*

A- Release of RFP	October 31, 2012
B- Submission of Proposal	November 30, 2012
C- Proposal Evaluation	December 2012
D- Recommendation of Award	December 2012
E- Award of Contract	January 2013

The City reserves the right to alter the scheduling of items "C" to "E".

Information to Proponents (cont'd)
Transit Bus Advertising Sales

10.0 Proposal Copies

Four (4) complete sets of the Proposal documents are to be submitted— one (1) marked as “**Original**” and three (3) sets marked as “**Copy**”. The “**Form of Proposal**” included with the Proposal documents marked “**Original**” must bear **original signatures in ink** to qualify.

Proponents are asked to designate one contact person to whom any additional information deemed to be relevant to the Proposal may be communicated.

11.0 Indemnity

The successful Proponent will indemnify and save harmless the City against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss which the City may bear, suffer, incur, become liable for, or be put to by reason of any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation of non-performance by the successful Proponent of any provision of the agreement, or by reason of or arising out of the use of the premises or in connection with the work covered by this contract, or by reason of or arising out of any act, neglect or default by the successful Proponent or any of its agents or employees or any other person or persons, in, on, or about the premises.

The Proponent further covenants that the indemnity herein contained shall extend to all claims, loss, cost and damages by reason of or arising out of improper or faulty erection of equipment erected or installed in connection with this Agreement by the Proponent, its servants or agents, whether or not these have been approved by the City, its servants or agents. The rights to indemnity contained in this paragraph shall survive any termination of this agreement, anything in this agreement to the contrary notwithstanding.

12.0 Insurance Policy & Certificate

The successful Proponent will indemnify and save harmless the Corporation of the City of Sault Ste. Marie of any action arising out of the course of this agreement and will provide a Certificate of Insurance certifying Public Liability and Property Damage Insurance for a minimum of \$2,000,000.00 per occurrence, prior to the commencement of the contract.

The successful Proponent shall maintain such insurance as will protect the Proponent and the City Corporation from all claims for damage or loss, or personal and bodily injury, including death, and from all claims of property damage on an occurrence basis which may arise from their operation under this contract.

Information to Proponents (cont'd)
Transit Bus Advertising Sales

The insurance shall be Comprehensive Liability Insurance, including Product and Completed Operations Liability, Contractual Liability, Owners and/or Contractors Protective Liability, Contingent Employers Liability, and shall contain a Cross Liability Clause protecting the City Corporation as if separately insured. The insurance shall have a limit of not less than \$2,000,000.00 inclusive for any one occurrence.

The deductible amount or amounts in any insurance policy required by the City pursuant to this contract shall be subject to the approval of the City. In the event that the City does not accept the deductible amount as proposed by the Contractor, the Contractor shall provide insurance coverage with a deductible amount acceptable to the City.

13.0 Contractor Pre-Qualification Program

The successful Proponent shall be responsible for the installation of full and/or partial Body Wraps and similar adhesive signage on the City's Transit Buses and Parabuses. The party installing the wraps (successful Proponent or Subcontractor) is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of onsite work on this Contract. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, and Safe Work Practices. Details regarding compliance with this requirement may be obtained by contacting Aldo Iacoe, Health & Safety Coordinator, telephone 705-759-5367 or by email to a.iacoe@cityvssm.on.ca.

14.0 Subletting

The successful Proponent shall keep the work under their personal control, and shall not assign, transfer or sublet any portion without first obtaining the written consent of the Commissioner of Public Works and Transportation. The consent of the Commissioner of any such assignment, transfer or subletting, shall not, however, relieve the successful Proponent of any responsibility for the proper commencement, execution and completion of the work according to the terms of the contract, and the successful Proponent shall, either in person or through an accredited agent, receive all notices, communications, orders, instructions or legal service as if the Proponent were performing the work with their own plant and employees.

15.0 Security Deposit

Each Proposal must be accompanied by a Security Deposit in the amount of \$1,000.00, in the form of a certified cheque, payable to the Corporation of the City of Sault Ste. Marie, to qualify.

Information to Proponents (cont'd)
Transit Bus Advertising Sales

The Security Deposit of the successful Proponent will be retained by the City (no Interest will be paid) until the first payment due under the Contract is paid to the City. The Security Deposits of the unsuccessful Proponents will be returned after award of the Contract is made.

16.0 Incurred Costs

The City Corporation will not be liable nor reimburse any Proponent for costs incurred in the preparation of Proposals, inspections, demonstrations, or any other services that may be required as part of the evaluation process.

17.0 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 Manager of Purchasing for the purpose of clarification.

18.0 Confidentiality & Post-Award Comment

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*. Post-Award Comment by the City regarding this Request for Proposal will be limited to written notification to all Proponents of the successful Proponent's name and address **only**. In submitting a Proposal, Proponents acknowledge and agree to this provision.

19.0 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. The Act gives persons a right of access to information held by the municipality. The right of access is subject to the exemptions contained in the Act.

SECTION 2

FORM OF PROPOSAL

FORM OF PROPOSAL
TRANSIT BUS ADVERTISING SALES

Mr. Tim Gowans
Manager of Purchasing
Civic Centre
Sault Ste. Marie

I/We the undersigned, having carefully examined the specifications provided, and having read the general conditions and instructions to bidders, attached to and forming a part of this Proposal, hereby propose and agree to sell Advertising on the City's Transit Buses and Parabuses for a five (5) year period, commencing January 1, 2013 or within fourteen (14) days of acceptance of this Proposal by the City; as outlined in this Request for Proposal.

I/We have included the required Security Deposit in the amount of \$1,000.00, in the form of a certified cheque payable to the Corporation of the City of Sault Ste Marie with the Proposal. I/We are aware that Proposals submitted in the absence of the required Security Deposit will not be considered.

I/We have attached the required Payment Schedule, specified documentation including references and details of experience of key personnel, and all other requirements of this Request for Proposal.

I/We understand that any Proposal submitted without the required attachments and documentation may not be considered.

I/We understand that the Proposal submitted shall include four (4) complete sets of Proposal documents labeled as outlined in Section 1 – Information to Proponents.

It is hereby understood and agreed that upon acceptance of this Proposal by the Corporation of the City of Sault Ste. Marie, the City will prepare a Contract, at its own expense, for execution by the City and the successful Proponent outlining the terms of the Agreement in accordance with the terms of reference forming part of this Request for Proposal as well as the Proposal submitted.

I/We agree that this Proposal shall be irrevocable from the time and date that Proposals are opened until the contract is awarded or sixty (60) days after the closing date, whichever occurs first.

I/We agree that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a Proposal for the same purpose and is in all respects fair and without collusion or fraud.

10(b)

Form of Proposal (cont'd)
Transit Bus Advertising Sales

I/We further declare that no member of the City Council, or any officer or employee, of the Corporation of the City of Sault Ste Marie, is, or will become interested directly or indirectly as a contracting party, partner, surety or otherwise in the performance of the Contract, or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein, or in any of the monies to be derived therefrom.

It is further understood and agreed that the highest, or any Proposal, will not necessarily be accepted, and that the City Corporation reserves the right in its absolute discretion to reject any or all Proposals or accept the Proposal including any options deemed most acceptable to the City Corporation.

The City further reserves the right to negotiate further with the successful Proponent to finalize terms and conditions of the Proposal.

This "***Form of Proposal***" must be completed, signed, and returned as part of the Proposal submission to qualify.

NAME OF FIRM

ADDRESS

CITY

POSTAL CODE

SIGNING OFFICER SIGNATURE

WITNESS' SIGNATURE
(must be present if Corporate Seal is not affixed to Form of Proposal)

SIGNING OFFICER'S NAME (please print)

TELEPHONE NUMBER

DATE

FAX NUMBER

SECTION 3

TERMS OF REFERENCE

TERMS OF REFERENCE

TRANSIT BUS ADVERTISING SALES

1. Introduction

The Corporation of the City of Sault Ste. Marie ("the City") is seeking Proposals from qualified Proponents for the sale of Advertising on the City's Transit Buses and Parabuses. This Advertising will be in fixed printed form and consist of exterior and interior signage in card form, and full and partial body wraps.

The City's Transit & Parking Division may identify additional advertising opportunities and locations; and reserves the right, at its sole discretion, to negotiate to add advertising to this Contract for these opportunities with the successful Proponent. Digital Signage may be considered in the future to be added to the Contract.

2. Security Deposit

Each Proposal must be accompanied by a Security Deposit in the amount of \$1,000.00, in the form of a certified cheque, payable to the Corporation of the City of Sault Ste. Marie.

3. Contract Duration

The right to sell advertising will be for a five (5) year period, commencing January 1, 2013 or within fourteen (14) days of acceptance of this Proposal by the City; ending December 31, 2017. The City reserves the right to negotiate additional one (1) year extensions by mutual agreement with the successful Proponent.

The City of Sault Ste. Marie reserves the right to terminate the Contract, in whole or in part, whenever the City determines that such termination is in the best interest of the City, without showing cause, upon giving thirty (30) day written notice to the successful Proponent.

3. City Bus & Parabus Fleet

The successful Proponent will have the right to sell advertising on 29 buses and 8 Parabuses (current fleet – subject to change during Contract) including interior and exterior advertising racks; as well as full & partial body concept advertising. The City of Sault Ste. Marie reserves the right to utilize advertising space on the buses and parabuses for the advertising and/or promotion of City programs when space is available and unsold. The City further reserves the exclusive right to post notices, warning or other forms of self-promotion in areas on the buses and parabuses not dedicated to normal paid advertising. No compensation will be paid to the successful Proponent for these notices or self-promotion advertisements.

Terms of Reference (cont'd)
Transit Bus Advertising Sales

4. *Advertising Content*

The successful Proponent will avoid selling advertising which is of a political, religious or immoral nature. The City may remove any advertisement which the City, at its sole discretion, determines to be objectionable. The successful Proponent will ensure that all advertising sold conforms with Federal and Provincial laws, regulations and orders.

5. *Signage*

Details of the racks available for advertising signage on the City's buses and parabuses is provided in Section 4 – Transit Fleet Description. All design, and production of card type signage are the responsibility of the successful Proponent, at its own expense. Supply of the racks; and installation and removal of the signage is the responsibility of the City.

The City of Sault Ste. Marie will determine how many buses or parabuses can be available for a full or partial body wrap. All design, production and installation are the responsibility of the successful Proponent, at its own expense. All designs shall be approved by the City prior to production. The City shall have the right to require the removal of any ad should it impede the safety of motorists and or pedestrians. At the end of the advertising contract, the successful Proponent will be responsible for removing the wrap, restoring the bus to its original paint scheme, and repairing any damage caused by the advertising wrap.

The successful Proponent will be responsible for delivery of the card type signage for installation by the City's forces as well as prompt removal of signage at the end of the advertising contract. The City will not provide storage for signage not installed on its buses and parabuses.

The successful Proponent will be responsible for selecting the individual bus or parabus that signage is to be installed upon; and managing the unit location and inventory of all signage. Ownership of the signage remains with the successful Proponent.

The City is not responsible for vandalism or other damage to the signage. Damaged signage will be removed or repaired promptly.

6. *Payments to the City*

The City expects that Proponents will propose a Payment Schedule that will consist of a fixed Annual Fee to the City in each year of the Contract plus a percentage of Gross Annual Billings in exchange for the right to sell Advertising on the City's Transit buses and parabuses.

Terms of Reference (cont'd)
Transit Bus Advertising Sales

Payments (commencing in January of 2013) will be made on a monthly basis on the 20th of the month and consist of the monthly installment of the fixed Annual Fee plus the percentage amount due based on Gross Billings for the previous month.

Alternative Payment Proposals may be considered at the City's sole discretion during evaluation of Proposals submitted.

The successful Proponent shall allow the City to inspect, on reasonable advance notice, all books, accounts and records of the Proponent relevant to this Contract.

The successful Proponent shall, at the end of each calendar year, transmit to the City an Annual Audited Statement of Gross Billings prepared by a Chartered Accountant in accordance with the reporting requirements of the Canadian Institute of Chartered Accountants. The City reserves the right to require the audit to be performed by an independent Chartered Accountant or public accounting firm of the City's choosing.

7. Special Circumstances

Contra Advertising, or advertising accepted by the successful Proponent for which no monies are exchanged but rather goods or services furnished to the Proponent shall not be accepted for posting unless dollar values are declared and full percentage payment made as part of the successful Proponent's total gross billings for the period.

Advertising shall not be accepted from charitable or non-profit organizations for which no fee is charged, unless the space is unsold and the copy used as "filler". Under no circumstances shall the successful Proponent accept tax receipts or credit for space considered charitable donation by charitable or non-profit organizations, unless the full dollar value of the space is disclosed and included in total gross billings for the period.

8. Structure of Agreement

The successful Proponent will be required to enter into a Contract with the City. The City will prepare the Contract based upon the terms proposed by the successful Proponent. The terms of the Contract will include, but not be limited to, the following:

- the length of the agreement - five (5) year term with option to renew by mutual agreement;
- payments to City - payment schedule as proposed in accordance with Section 6 above
- additional items - as deemed necessary by the City's Legal Department

10(b)

Terms of Reference (cont'd)
Transit Bus Advertising Sales

9. Minimum Qualifications

An important evaluation criterion will be demonstrated experience in the sales of advertising to be displayed on Transit Buses and Parabuses for Transit Systems of similar size to that of Sault Ste. Marie. Proposals shall include details of the experience of the Principals and other Key Personnel. Proposals which do not demonstrate suitable experience will not be considered.

The City may also examine the Proponent for responsibility. Responsibility shall include such measures as financial stability, references, and other information related to responsibility.

10. Proposal Content

Four (4) sets of the Proposal documents shall be submitted – one (1) marked as “**Original**” and three (3) marked as “**Copy**”.

To aid the City in evaluation of the Proposals submitted, the following components are to be included in each set of Proposal documents. The order is to be maintained in the Proposal Submission. Pages are to be numbered and each document securely bound (method at discretion of Proponent):

Title Page - Showing RFP name and file number, closing date and time, Proponent's name, address, telephone number, facsimile number and Contact Person.

Table of Contents - Include page numbers.

Letter of Introduction - One page, introducing the Proponent and signed by the person(s) authorized to sign on behalf of, and bind the Proponent to, statements made in response to this RFP.

Form of Proposal - As included in Section 2 of the Request for Proposal – alterations not permitted. Signed and witnessed as required – original signatures must be present on the Proposal Document set marked “**Original**”.

Proponent's Response –

Summary – Short one or two page summary of the key features of the Proposal. Proponents should outline their vision of the type and volume of advertising that they will be selling. Understanding of the scope of the required work should be demonstrated.

Terms of Reference (cont'd)
Transit Bus Advertising Sales

Qualifications & Experience – Profile of Firm should be presented. Detail skills, qualifications and certifications of the Proponent (Principals) and Key Staff for their proposed roles in the sales of advertising for this Contract.

Marketing Plan – Detail the marketing, methodology and systems that the Proponent plans to use to enhance advertising sales on a local, regional and national basis. Emphasize how revenue to the City will be maximized. Successful experience and quality of performance on past and/or existing contracts should be presented for review. Examples of signage should also be included.

Proposed Contract & Payments to the City – Confirm the five (5) year length of the Contract plus detail the Payment Schedule that the City can expect. See Section 8 above in the Terms of Reference for information regarding the City's minimum expectations for the Contract.

References – Proponents are required to provide a minimum of four (4) references. These should include personal, professional and financial parties with whom the Proponent has had relationships with in the last five (5) years.

Proponents should also include any other information or documentation that they deem to be of assistance to the City during the Evaluation Process.

8. Evaluation

The City of Sault Ste. Marie will evaluate all Proposals received on the basis of defined evaluation criteria. These criteria will not be made available to prospective Proponents. The evaluation criteria will reflect the submission requirements above and include:

- The degree to which all objectives of the City of Sault Ste. Marie are met;
- Quality and clarity of the submission;
- Demonstrated experience and qualifications;
- Financial responsibility;
- Financial Return to the City based on proposed payments.

The above list of criteria represents areas which are to be specifically addressed in the Proposal. The evaluation process will not be limited to these areas. Other criteria not specifically listed above will also receive consideration. The order in which the criteria are listed does not indicate the weighting of the evaluation.

Terms of Reference (cont'd)
Transit Bus Advertising Sales

As noted, the City of Sault Ste. Marie 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 and negotiate with one or more Proponents, or reject any and all Proposals. The City of Sault Ste. Marie will not necessarily select the Proposal with the highest proposed revenue; or any other Proposal.

Proponents are reminded that there is no recourse to the City of Sault Ste. Marie for its decision and the City of Sault Ste. Marie will not provide any compensation to Proponents for costs incurred in the preparation of Proposals; or preparation for, or attendance at, any interview requested as part of the evaluation process for Proposals received.

The City of Sault Ste. Marie will endeavour to complete the evaluation process in the shortest time possible. **The City of Sault Ste. Marie reserves the right to contact Proponents to seek clarification of the Proposals, as submitted, to assist in the evaluation process.**

SECTION 4

TRANSIT FLEET DESCRIPTION

TRANSIT FLEET DESCRIPTION
TRANSIT BUS ADVERTISING SALES

UNITS AND ADVERTISING RACK LOCATIONS & DIMENSIONS

MCI Buses (11 units)

105 106 108 109 124 125 126 127 128 129 130

Exterior Racks - Driver's Side - 1 Large Rack Length 70" Height 21"
 Passenger Side - 1 Large Rack Length 70" Height 21"
 Rear - 1 Large Rack Length 70" Height 21"

Interior Racks - Driver's Side - Rack Length 360" Height 11"
 Passenger Side - Rack Length 360" Height 11"

ORION 6 Buses (7 units)

110 114 115 117 118 119 120

Exterior Racks - Driver's Side - 1 Large Rack Length 70" Height 21"
 Passenger Side - 1 Large Rack Length 70" Height 21"
 Rear - 1 Large Rack Length 70" Height 21"

Interior Racks - Driver's Side - Rack Length 349" Height 11"
 Passenger Side - Rack Length 418" Height 11"

ORION 7 Buses (4 units)

131 132 133 134

Exterior Racks - Driver's Side - 1 Large Rack Length 70" Height 21"
 Passenger Side - 1 Large Rack Length 70" Height 21"
 Rear - 1 Large Rack Length 70" Height 21"

Interior Racks - Driver's Side - Rack Length 360" Height 11"
 Passenger Side - Rack Length 360" Height 11"

NOVA Buses (5 units)

135 136 137 138 139

Exterior Racks - Driver's Side - None at present; may be negotiable at City's sole discretion
 Passenger Side - None at present; may be negotiable at City's sole discretion
 Rear - 1 Large Rack Length 70" Height 21"

Interior Racks - Driver's Side - Rack Length 360" Height 11"
 Passenger Side - Rack Length 360" Height 11"

Transit Fleet Description (cont'd)**Transit Bus Advertising Sales****THOMAS DENIS Community Bus (1 unit)****122 (30' Bus)**

Exterior Racks - Driver's Side - 1 Large Rack Length 70" Height 21"
 Passenger Side - None at present; may be negotiable at City's sole discretion
 Rear - 1 Large Rack Length 70" Height 21"

Interior Racks - Driver's Side - Rack Length 288" Height 11"
 Passenger Side - Rack Length 228" Height 11"

THOMAS DENIS Community Bus (1 unit)**123 (35' Bus)**

Exterior Racks - Driver's Side - 1 Large Rack Length 70" Height 21"
 Passenger Side - None at present; may be negotiable at City's sole discretion
 Rear - 1 Large Rack Length 70" Height 21"

Interior Racks - Driver's Side - Rack Length 348" Height 11"
 Passenger Side - Rack Length 288" Height 11"

PARA BUS (8 units)**22 23 25 26 27 28 29 30**

Exterior Racks - Driver's Side - None at present; may be negotiable at City's sole discretion
 Passenger Side - None at present; may be negotiable at City's sole discretion
 Rear - None at present; may be negotiable at City's sole discretion
 Only Body Wraps being employed at this time

Interior Racks - Driver's Side - None at present; may be negotiable at City's sole discretion
 Passenger Side - None at present; may be negotiable at City's sole discretion

PROPOSAL FOR:

The Corporation of the

City of Sault Ste. Marie

File #2012CK01P

FROM: The Sudbury Wolves Hockey Club Limited

O/A BK Corporate Marketing

430 Westmount Avenue, Greenvale Court

Sudbury, Ontario

P3A 5Y9

Phone: 705-524-8400

Fax: 705-524-8422

Contact Person: Blaine Smith

Closing Date: 4:00pm on November 30, 2012

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Letter of Introduction

BK Corporate Marketing Services was formed in 1992 to begin selling transit advertising within the City of Sudbury. For the past 20 years BK Corporate Marketing Services has been the successful proponent of RFP's issued by the City of Sudbury to sell transit, shelter, bench and arena advertising. We have expanded that opportunity and now have acquired RFP's in both Timmins for two years and North Bay for five years to service their transit advertising contracts.

We have built a very strong "Northern" market with clients on a National, Provincial, "Northern" and local level that purchase transit advertising. We have an excellent reputation in the industry and would welcome Sault Ste. Marie Transit to our representation. Please consider our request for proposal to obtain the Sault Ste. Marie transit bus advertising sales.

Yours Truly,



Mark Burgess CEO

FORM OF PROPOSAL

TRANSIT BUS ADVERTISING SALES

Mr. Tim Gowans
Manager of Purchasing
Civic Centre
Sault Ste. Marie

I/We the undersigned, having carefully examined the specifications provided, and having read the general conditions and instructions to bidders, attached to and forming a part of this Proposal, hereby propose and agree to sell Advertising on the City's Transit Buses and Parabuses for a five (5) year period, commencing January 1, 2013 or within fourteen (14) days of acceptance of this Proposal by the City; as outlined in this Request for Proposal.

I/We have included the required Security Deposit in the amount of \$1,000.00, in the form of a certified cheque payable to the Corporation of the City of Sault Ste Marie with the Proposal. I/We are aware that Proposals submitted in the absence of the required Security Deposit will not be considered.

I/We have attached the required Payment Schedule, specified documentation including references and details of experience of key personnel, and all other requirements of this Request for Proposal.

I/We understand that any Proposal submitted without the required attachments and documentation may not be considered.

I/We understand that the Proposal submitted shall include four (4) complete sets of Proposal documents labeled as outlined in Section 1 – Information to Proponents.

It is hereby understood and agreed that upon acceptance of this Proposal by the Corporation of the City of Sault Ste. Marie, the City will prepare a Contract, at its own expense, for execution by the City and the successful Proponent outlining the terms of the Agreement in accordance with the terms of reference forming part of this Request for Proposal as well as the Proposal submitted.

I/We agree that this Proposal shall be irrevocable from the time and date that Proposals are opened until the contract is awarded or sixty (60) days after the closing date, whichever occurs first.

I/We agree that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a Proposal for the same purpose and is in all respects fair and without collusion or fraud.

Form of Proposal (cont'd)
Transit Bus Advertising Sales

I/We further declare that no member of the City Council, or any officer or employee, of the Corporation of the City of Sault Ste Marie, is, or will become interested directly or indirectly as a contracting party, partner, surety or otherwise in the performance of the Contract, or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein, or in any of the monies to be derived therefrom.

It is further understood and agreed that the highest, or any Proposal, will not necessarily be accepted, and that the City Corporation reserves the right in its absolute discretion to reject any or all Proposals or accept the Proposal including any options deemed most acceptable to the City Corporation.

The City further reserves the right to negotiate further with the successful Proponent to finalize terms and conditions of the Proposal.

This "Form of Proposal" must be completed, signed, and returned as part of the Proposal submission to qualify.

The Sudbury Wolves Hockey club Limited
OIA BK Corporate Marketing Services

NAME OF FIRM

430 Westmount Ave., greenvale CRT #3

ADDRESS

Sudbury, ONTARIO

CITY

P3A 5Y9

POSTAL CODE

MB

SIGNING OFFICER SIGNATURE

[Signature]

WITNESS' SIGNATURE

(must be present if Corporate Seal is not affixed to Form of Proposal)

MARK BURGESS - CEO

SIGNING OFFICER'S NAME (please print)

705-524-8400

TELEPHONE NUMBER

November 27, 2012

DATE

705-524-8422

FAX NUMBER

Summary

BK Corporate Marketing Services is a company located in Sudbury, Ontario that began operations 20 years ago with their first transit contract to sell bus transit and shelter advertising in the City of Sudbury. Since then, we have been the successful RFP proponent here in Sudbury to maximize the City's revenue they receive from advertising on their buses.

BK Corporate Marketing Services has submitted a RFP today in response to the City of Sault Ste. Marie's request for a company to sell advertising on transit buses and parabuses. In addition to our operations in Sudbury, we operate a small office in both Timmins and North Bay where we sell transit advertising for those cities. We propose to operate a small office in Sault Ste. Marie to maximize advertising revenue and transit sales on behalf of the city.

Financially, we are guaranteeing a five year minimum payment to the city, beginning at \$40,000 for the first year and escalating throughout the contract. We will also provide a 5% payment of the gross annual billings.

We will work hard to sell transit advertising on the city's buses and parabuses. We will use our proven network of National advertisers, Northern advertisers and Local advertisers to sell bus wraps, interior signs, exterior signs, top banners and explore all city approved bus advertising opportunities. All advertising and production of advertising will be installed by a local installer working with the transit department to schedule the work.

Qualifications

BK Corporate Marketing Services was formed in 1992 to provide the service of selling transit advertising on behalf of the City of Sudbury. Therefore, BK Corporate Marketing Services has been representing the City of Greater Sudbury for 20 years.

Beginning with a handful of bus-back frames and only a few of the large side panels, BK has now expanded the sales of bus advertising to include interiors of buses, top banners, back of bus advertising, and side panels. We have also maximized the sale of advertising by selling complete "city approved" bus wraps and partial vinyl wraps. In addition to the buses, we also sell shelter advertising and bench advertising for the transit department. We have four full-time employees and six part time employees in Northern Ontario. Five years ago we were the "winning" proponent for bus, shelter and bench advertising in the City of North Bay as well as in Timmins two years ago. To assist with the job economy, we have hired part-time staff in each market who sell, install and repair advertisements locally.

We work closely with the Transit Department Manager and City Officials to maximize transit sales, provide revenue to the city and operate responsibly. This has helped us develop new transit advertisers and customers over the years. Today, all three of our markets are very well serviced as over 96% of annual advertising space is sold in each of the three markets.

Blaine Smith, Curtis Hall and Bill Tuttle have a combined 55 years in the bus advertising business and will bring their expertise to the Sault Ste. Marie market. As well, the supplies of our signs and local installer have years of experience to ensure that the advertising looks and performs well.

Finally, we are a member, in good standing, with the Canadian Outdoor Movement Bureau which allows us to have continued success with transit bus and parabuse advertising.

Marketing Plan

We intend to use the same marketing strategy that was used in Sudbury and then transferred and applied in both North Bay and Timmins.

First, we have an excellent relationship with National advertisers. We have agency agreements with Pattison Outdoor, Viacom- CBS, Media Vision and more. These relationships have taken time to build and we regularly communicate with these companies in order to attract National advertising dollars that would normally be spent in larger consumer markets including; Toronto, Montreal, Ottawa and others.

Secondly, we have strong relationships with companies that advertise to reach the Northern marketplace. We have been helping many companies that have multiple stores or products throughout Northern Ontario. We can currently offer these agencies and companies' bus advertising campaign that reaches Timmins, North Bay and Sudbury. The addition of Sault Ste. Marie would make our bus product more attractive for companies to advertise to reach Northern customers.

Locally, we will hire a sales-person who lives and works in the Sault Ste. Marie area to market and sell bus advertising to local businesses, both large and small. Following are pictures of the different types of advertising that you can expect to see on your local buses, if we are the winning bidder.

We have an excellent relationship with all three of the cities that we sell transit for. In the past 20 years, there has not been one year where our sales have decreased. This has allowed us to move forward and grow as a company on a continuous basis.

Advertising Samples



Interior Bus Signs



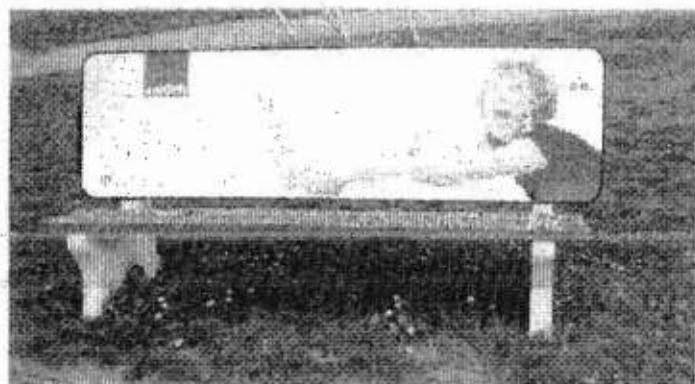
Back Bus Panel



Side Bus Panel



Partial Bus Wrap



Bench Advertising



Bus Shelter Advertising

Proposed Contract

BK Corporate Marketing Services proposes a five year contract to sell advertising on City Transit Buses and Parabuses in the City of Sault Ste. Marie.

A licence fee for each of the following years of the contract will be payable in 12 equal monthly instalments in each year of the agreement on the 20th of each month.

Year One: January 1, 2013 to Dec 31, 2013 \$40,000

Year Two: January 1, 2014 to Dec 31, 2014 \$42,000

Year Three: January 1, 2015 to Dec 31, 2015 \$43,000

Year Four: January 1, 2016 to Dec 31, 2016 \$44,000

Year Five: January 1, 2017 to Dec 31, 2017 \$45,000

In addition, BK Corporate Marketing Services agrees to pay 5% of our annual gross billings of all transit advertising to the City on or before February 15th of the year following each of the contract years. The first 5% due will be February 15th, 2014, that will represent 5% of the gross annual billings from January 1, 2013 to December 31, 2013,

References

Doug Nadorozny

CAO

City of Greater Sudbury

Doug.nadorozny@greatersudbury.ca

705-671-2489

Roger Sauve

Transit Manager

City of Greater Sudbury

Roger.sauve@greatersudbury.ca

705-675-3333

Jerry Knox

CAO

City of North Bay

Jerry.knox@cityofnorthbay.ca

705-474-0626

Catherine Verreault

Transit Manager

City of Timmins

Catherine.verreault@timmins.ca

705-360-2600 x3501

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-37

AGREEMENT: (E2.3) A by-law to authorize the execution of an agreement between the City and AECOM Canada Ltd. for engineering services for the design and contract administration for the Fourth Line East Davignon Creek culvert replacement, with an engineering fee estimate of \$94,830 excluding HST.

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" attached hereto and dated the 19th day of February, 2013 and made between the City and AECOM Canada Ltd. for engineering services for the design and contract administration services for the Fourth Line East Davignon Creek culvert replacement, with an engineering fee estimate of \$94,830 excluding HST.

2. **SCHEDULE "A"**

Schedule "A" attached forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

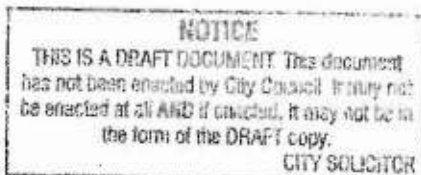
PASSED in open Council this 19th day of February, 2013.

MAYOR – DEBBIE AMAROSO

~~CITY CLERK – MALCOLM WHITE~~

Deputy City Clerk - Rachel Tyczinski

da LEGALSTAFF\BYLAWS\2013\2013-37 AGREEMENT AECOM FOURTH LINE E DAVIGNON CREEK CULVERT.DOC



10(c)

Schedule "A"

**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

MEMORANDUM OF AGREEMENT dated the 19th day of February, 2013

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(Hereinafter called the 'Client')

THE PARTY OF THE FIRST PART

-AND-

AECOM CANADA LTD.

(Hereinafter called the 'Consultant')

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to undertake the preliminary and detail design and provide tendering and construction administration/supervision services for the replacement of the Fourth Line East Davignon Creek Culvert. The proposed work includes the replacement of the existing 2.75 x 4.49 metre corrugated steel plate pipe arch culvert with a new precast concrete box culvert including related appurtenances.

AND WHEREAS the Consultant agrees to provide the requested services;

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.

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 shall indemnify the Consultant for any loss or damage suffered by the Client or any third parties resulting from any 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 or officers may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, its employees or officers in the performance of this Agreement. Notwithstanding anything to the contrary, the Consultant shall not be responsible for any loss, damage, or liability to the extent arising from any contributing negligent acts by the Client, or its subcontractors, agents, employees or consultants.

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.

Neither party shall be responsible to the other for any special, incidental, indirect, consequential, financial and non-material damages of any kind whatsoever arising out of or related to or arising from said party's obligations under the Agreement or the breach thereof.

1.11 Insurance

The Client will accept the insurance coverage amount specified in this clause section 1.11 as the aggregate limit of liability of the Consultant and its employees for the Client's damages.

a) **Comprehensive General Liability and Automobile Insurance**

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

b) **Professional Liability Insurance**

The Insurance Coverage shall be in the amount of \$2,000,000 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the *Professional Engineers Act* (RSO 1990, Chapter P. 28) and regulations therein.

c) **Change in Coverage**

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be cancelled by the Consultant until thirty (30) days after written notice of cancellation has been 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

The Consultant shall be entitled at anytime to assign this Agreement to any of its subsidiaries or affiliates upon written notice to client.

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 provisions of *The Arbitration Act*, 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.

Neither party shall be liable or penalized for delays or failure to perform its services if same is caused directly or indirectly by circumstances beyond a party's reasonable control.

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 Consultant's Planning and Preliminary Design Services**

The Consultant shall provide the following services for the Fourth Line East Davignon Creek Culvert Replacement unless already provided:

1. Undertake structural inspection and submit report.
2. Prepare preliminary construction cost estimate.
3. Conduct pre-design meeting with City to review/confirm scope of work.
4. Collect background documentation from City and agencies including reports, drawings, etc. pertaining to the project. Review data and develop list of additional data required.
5. Complete detailed field review and pick up additional field information, where necessary.
6. Update base plans including all existing features, underground utilities, etc., and initiate contact with Utilities and confirm location of plant.
7. Undertake geotechnical investigation and prepare report with recommendations.
8. Develop a digital terrain model, contours, and cross-sections from digital survey data provided by the Client.
9. Complete preliminary design of new concrete box culvert including hydrology analysis for sizing.
10. Review alternative alignments and staging requirements.
11. Complete preliminary design of roadwork including guide rail protection.
12. Identify any property acquisition requirements.
13. Identify any utility impacts and review with agencies.
14. Compile preliminary design drawings and meet with City to review preliminary design.
15. Compile preliminary construction quantities and update a preliminary construction cost estimate.
16. Prepare preliminary design drawings in digital format.
17. Prepare correspondence on behalf of the Client and circulate to governmental ministries, agencies and other public authorities for design information.
18. Prepare and distribute minutes of Project meetings.
19. Meet with and present to the Client preliminary design concepts for acceptance.
20. Meet and correspond with approvals agencies and prepare submission of applications for approvals.

2.02 Client's Services for Preliminary Design Services

The Client shall provide the Consultant with the following, unless already provided:

1. Copies of available information, investigations/studies undertaken for or related to the Work.
2. Access to and the use of existing plans, profiles, utility information, legal documents (plans), reports and correspondence relevant to the Project.
3. General direction of the Consultant in the provision of services and approvals within reasonable time as necessary during the currency of this agreement.

4. Digital survey data and baseplan.
5. Publication of notices to the public.
6. Assisting the Consultant to gain access to private properties, where necessary.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses (1) to (6) hereof, inclusive, as being accurate, in the performance of the Consultant's services under this Agreement.

2.03 Services to be Provided by Consultant for Detailed Design and Tendering

1. Provide expertise required for the design of all facilities to serve the best interests of the public, with due regard for environmental concerns, capital cost and operating efficiency in accordance with current state of the art and acceptable standards established by the Client and regulatory authorities.
2. Complete detailed design of new culvert including cut-off walls.
3. Complete detailed design of roadwork components.
4. Investigate the present location of all above ground utilities, updating of the Client's plans and profiles to show the present location and the proposed location, and preparation of additional drawings required for alternative utility relocation as required by the Client.
5. Underground utilities shall be indicated on the plans and profiles in accordance with information submitted by the respective utility. The Consultant shall be entitled to rely upon the information and direction provided to it by the Utilities as being accurate in the performance of his services under this Agreement.
6. Prepare and submit design drawings, investigations, and recommendations to the Client, on such alternatives or modifications to the Project that the Consultant in his professional judgement, deems advantageous to the Client.
7. Advise the Client of the need to seek permission to enter private lands for investigation purposes. Such permission to enter private lands shall be obtained by the Client on behalf of the Consultant.
8. Compile and submit approval package to Sault Ste. Marie Region Conservation Authority and Department of Fisheries and Oceans, and finalize approvals.
9. Develop construction staging/traffic management plan.
10. Finalize any property acquisitions with the Client.
11. Participate in a reasonable number of meetings for informative, negotiative or presentative purposes with the Client in connection with the services provided under this Agreement, after the establishment of the design criteria and functional alignment.
12. Prepare contract documents for the Project including: detailed construction drawings, tender quantity forms, general conditions, specifications, information to bidders, and special provisions.
13. Prepare detailed quantity and cost estimates, including sundry engineering and materials.
14. Finalize tender drawings.
15. Call tenders for the project as directed by Client, respond to questions during tender period, and review tenders and provide report.
16. Submit plans, specifications, schedules, and applications for approval to the Client and to appropriate authorities, as required. Attend meetings at the offices of these public authorities to discuss designs and to provide explanations for the purpose of furthering the applications towards approval.
17. Attend tender opening, review tender submissions and prepare and submit tender report to the Client.

18. Award the Contract.

2.04 Services to be Provided by Client for Detailed Design

1. Access to and, where necessary, copies of existing plans, profiles or other topographic information showing or pertaining to existing conditions within the Project area.
2. Registered land plans, legal documents and surveys, where necessary, defining the property limits of existing rights-of-way and other parcels of land affected by the Project, and as required in the acquisition of property and lands for the Project.
3. Specimen contract drawings for the guidance of the Consultant in the design of the Project to the standards required by the Client.
4. General direction of the Consultant in the provision of the services.
5. Any available information regarding utilities necessary for the preparation of the plans.
6. Arranging and making provision for the Consultant's entry and ready access to property (public and private) as well as to the site of the Project, as necessary to enable him to perform his services.
7. Additional soils information as the Consultant may require for proper design.
8. Designating in writing an individual to act as his Representative who will transmit instructions to and receive information from the Consultant.
9. Acquisition of any lands that may be required.

2.05 Services to be Provided by Consultant for Contract Administration and Construction Inspection of the Project

1. Coordinate and conduct pre-construction and site meetings with Client, Contractor and Utilities.
2. Liaison with the Client to address any on-site construction issues.
3. Undertake contract administration and provide resident inspection during the construction phase.
4. Carry out final inspection with the Client and Contractor.
5. Provide post construction services including conducting warranty inspection, issuance of release of holdback payments, and submission of as-constructed records.

2.06 Services to be Provided by Client for Contract Administration and Construction Inspection of the Project

(Not Applicable)

2.07 Milestones

The Consultant shall endeavour to perform the services set forth in paragraphs 2.01, 2.03 and 2.05 of this Agreement in the time frames provided for in the document titled "Proposed Work Program Fourth Line East Davignon Creek Culvert Replacement", a copy of which is attached hereto.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

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

(a) Cost of the Work:

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

(b) Site:

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

3.2 Basis of Payment

3.2.1 Fees Calculated on a Percentage of Cost Basis

(Not Applicable)

3.2.2 Fees Calculated on a Time Basis

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

- a) Staff on normal assignments – Payroll Cost multiplied by a factor of 2.0.
- b) Services During Construction:
 - (i) For all services, except for staff full-time continuously on site – Payroll cost multiplied by a factor of 2.0.
 - (ii) For site staff working full-time continuously – Payroll cost multiplied by a factor of 1.7.

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

Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to,

stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

3.2.3 Lump-Sum Fee / Negotiated Fee

3.2.3.1 Lump-Sum Fee Basis

(Not Applicable)

3.2.4 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, advertising for tenders, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests and reproducing specifications and drawing sets.

3.2.4.1 In addition to the fee a communication/ Information Technology (IT) charge equal to 7.5% of invoiced labour costs will be charged to cover telephone charges, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, special delivery and express charges, postage and IT costs. The IT assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The cost for reproducing specifications and drawing sets shall not be included in this rate.

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. Interest at the annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

3.3.2 Fees Calculated on a Percentage of Cost Basis

(Not Applicable)

3.3.3 Lump Sum Fee/Negotiated Fee

(Not Applicable)

ARTICLE 4 – GENERAL PROVISIONS

- 4.1 Notices:** All notices under this Agreement shall be in writing. It shall be sufficient in all respects if the Notice is delivered by hand, sent by electronic means of sending messages, including facsimile transmission, which produces a paper record ("Transmission") during normal business hours, or sent by registered mail, postage prepaid, addressed to:

AECOM CANADA LTD.	CITY OF SAULT STE. MARIE ENGINEERING DEPARTMENT
523 Wellington Street East	99 Foster Drive, 5 th Floor
Sault Ste. Marie, Ontario P6A 2M4	Sault Ste. Marie, Ontario P6A 5N1
Attn: Mr. Rick Talvitie	Attn: Mr. Don Elliott
Branch Manager	Director of Engineering Services
Phone: 705-942-2612	Phone: 705-759-5329
Fax No.: 705-942-3642	Fax: 705-541-7165

or to such other address as either Party shall have designated by written notice to the other Party. Any notice so given shall be deemed to have been given and to have been received on the day of delivery, if so delivered, on the third Business Day (excluding each day during which there exists any interruption of postal services due to strike, lockout or other cause) following the mailing thereof, if so mailed, and on the day that notice was sent by Transmission, provided such day is a Business Day (a Business Day being any day of the week save and except for Saturday and Sunday) and if not, on the first Business Day thereafter.

- 4.2 Waiver of Rights:** Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.
- 4.3 Applicable Law:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in the Province of Ontario and the laws of Canada, as applicable.
- 4.4 Entire Agreement, Modifications, Headings, Severability:** The Parties acknowledge that this Agreement constitutes the entire Agreement between them and supersedes all prior representations, warranties, agreements, and understandings, oral or written, between the Parties with respect to its subject matter. Unless stated otherwise in this Agreement, this Agreement may not be modified except in writing signed by both Parties. The headings to this Agreement are for convenience and reference purposes only and shall not constitute a part of the Agreement. If any element of this Agreement is later held to violate the law or a regulation, it shall be deemed void, and all remaining provisions shall continue in force.

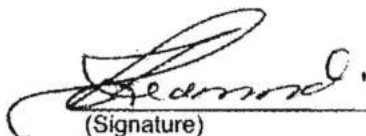
[Execution Page Follows]

10(c)

IN WITNESS WHEREOF the parties have executed this Agreement on the date first written above.

AECOM CANADA LTD.

The signatory shall have the authority to bind the corporation for purposes of this Agreement



(Signature)

Chris Redmond, P.Eng.

(Name)

Senior Vice President, East District, Canada East Region

(Title)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

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

MAYOR

Mayor - Debbie Amaroso

CLERK

~~City Clerk - Malcolm White~~

Deputy City Clerk - Rachel Tyczinski

10(c)

SCHEDULE "A"
Fourth Line East Davignon Creek Culvert Replacement

to Memorandum of Agreement

Dated the 19th day of February, 2013

1. The estimated fees/upset fee limit for each phase of the project is as follows:

Description	Scope of Work	Estimated Fee	Upset Fee Limit	Estimated Disbursements
Preliminary and Detail Design and Tendering	As per Agreement		\$37,400	\$4,530
Contract Administration and Construction Inspection	As per Agreement	\$49,100		\$3,800

Note:

(i) Fees excludes taxes.

2. A range of billing rates for each employee classification is as follows:

Classification	Billing Rate (\$/hour)	Anticipated Staff Allocation to this Project
Senior Engineer	120 - 200	1
Intermediate Engineer	80 - 120	1
Senior Technician	90 - 130	2
Intermediate Technician	60 - 90	2
Support Staff	50 - 65	2

CITY OF SAULT STE MARIE

PROPOSED WORK PROGRAM

FOURTH LINE - EAST DAVIGNON CREEK CULVERT REPLACEMENT

Date: January 31, 2013

TASKS	TASKING (month ending)											
	2012	January	February	March	April	May	June	July	August	September	October	November
Phase I - Planning and Design												
1.1 Initial site review / conceptual inspection & report												
1.2 Complete preliminary construction cost estimate												
1.3 Meet with City Engineering staff to review and confirm scope of work												
1.4 Collect and review any additional background information from City												
1.5 Complete detailed site survey												
1.6 Complete easements												
1.7 Initiate contact with Utilities and confirm location of lines												
1.8 Undertake geotechnical investigation and prepare report with recommendations												
1.9 Develop initial trench layout, contours and cross-sections												
1.10 Preliminary design of new concrete box culvert including hydrology analysis for sizing												
1.11 Review Alternative Approvals and Review Requirements												
1.12 Preliminary design of roadwork including grade and protection												
1.13 Identify any property acquisition requirements												
1.14 Identify any utility impacts and review with agencies												
1.15 Complete preliminary design description												
1.16 Meet with City to review preliminary design												
1.17 Complete preliminary construction quantities and update cost estimate												
1.18 Complete detailed design of new culvert incl. cut-off walls												
1.19 Complete detailed design of roadwork components												
1.20 Complete and submit approval package to Conservation Authority and DFO												
1.21 Complete tender quantities												
1.22 Complete construction drawings												
1.23 Complete technical specifications												
1.24 Develop construction scheduling/traffic management plan												
1.25 Finalize any utility relocations and negotiate with agencies												
1.26 Finalize any property acquisitions with City												
1.27 Complete tender documents												
1.28 Complete internal technical review of tender documents												
1.29 Submit final tender documents to City for final review and comments												
1.30 Complete pre-tender construction estimate												
1.31 Finalize approvals with Conservation Authority and DFO												
1.32 Advise City for tender and issue tender documents												
1.33 Respond to inquiries during tender period and issue Addenda as required												
1.34 Attend tender opening, review tenders and prepare a submit tender report to City												
1.35 Award contract												
Phase II - Construction Services												
2.1 Coordinate and conduct pre-construction meeting with City, Contractor and Utilities												
2.2 Liaison with City to address any on-site construction issues												
2.3 Administer construction contract												
2.4 Provide full-time resident inspection (amounting up to 10 weeks)												
2.5 Coordinate and conduct site meetings												
2.6 Carry out final inspection with City and Contractor												
2.7 Prepare and submit as-constructed drawings												
2.8 Monitor work throughout warranty period and conduct final inspection												

10(d)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-35

APPOINTMENT: (A1.3) A by-law to appoint Micheal Nadeau as Commissioner of Social Services.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **APPOINTMENT – COMMISSIONER OF SOCIAL SERVICES**

Micheal Nadeau is hereby appointed Commissioner of Social Services.

2. **EFFECTIVE DATE**

This by-law becomes effective on March 19, 2013.

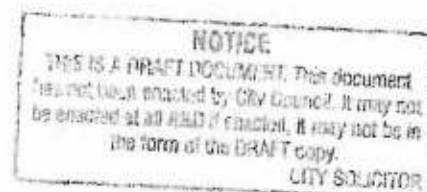
PASSED in open Council this 19th day of February, 2013.

MAYOR – DEBBIE AMAROSO

~~**CITY CLERK – MALCOLM WHITE**~~

Deputy City Clerk - Rachel Tyczinski

c:\Bylaws\2013\2013-35 Appt Commissioner of Social Services



10(e)

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

BY-LAW 2013-38

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 194 to the Official Plan for the City of Sault Ste. Marie (1741 Base Line).

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:

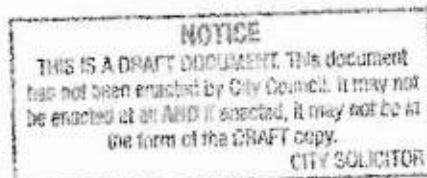
1. The Council hereby adopts Amendment No. 194 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 19th day of February, 2013.

MAYOR – DEBBIE AMAROSO

DEPUTY CITY CLERK–RACHEL TYCZINSKI

cl/Staff/zoning/2. OP bylaw/Geroux 1741 Base line



**AMENDMENT NO. 194
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 1 NTP PCL 5663 AWS RP 1R1541 Part 2, Part 3 RP AR565 Part 1 RP 1R7634 Part 1 to 3, that being 1741 Base Line, located on the south side of Base Line, approximately 96m west of its intersection with Town Line.

BASIS:

This Amendment is necessary in view of the request to create 2 new rural residential lots, 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.

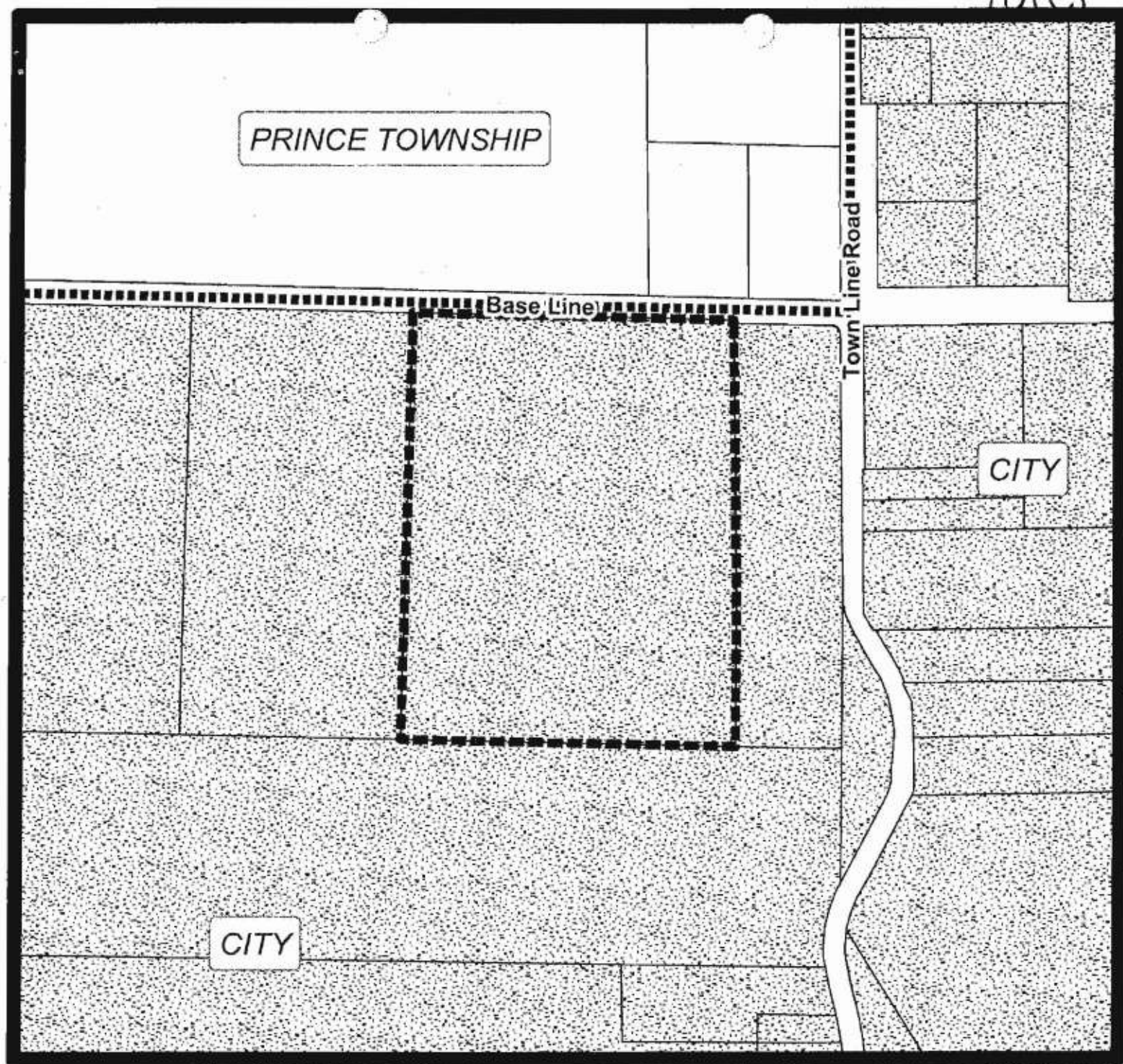
DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO:

131. Notwithstanding the Rural Area Policies of the Official Plan, the lands described as SEC 1 NTP PCL 5663 AWS RP 1R1541 Part 2, Part 3 RP AR565 Part 1 RP 1R7634 Part 1 to 3, that being 1741 Base Line, may be severed to create 2 additional lots for rural residential purposes, conditional upon the successful approval of a severance application to the Committee of Adjustment.

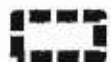
INTERPRETATION

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

10(e)



OFFICIAL PLAN MAP
SCHEDULE "C" LAND USE
1741 BASE LINE
Planning Application A-1-13-OP



Subject Property = 1741 Base Line

Official Plan Land Use Designation



Rural Area



Municipal Boundary

SCHEDULE "C" LAND USE
OFFICIAL PLAN
AMENDMENT

No. 194



Metric Scale
1 : 5000

Maps
519 & 2-19

Mail Label ID
A-1-13-OP

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-33

TRAFFIC: (P3.3) A by-law to amend Schedule "A" of Traffic By-law 77-200 regarding Chapple Avenue.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to the provisions of Section 10 of the *Municipal Act, 2001*, S.O., 2001 c.25 and amendments thereto, **ENACTS** as follows:

1. SCHEDULE "A" OF BY-LAW 77-200 AMENDED

Schedule "A" of By-law 77-200 is amended by adding the following:

<u>STREET</u>	<u>SIDE</u>	<u>FROM</u>	<u>TO</u>	<u>PROHIBITION</u>
"Chapple Avenue	north	Willow Avenue	west extent of Rosedale Park	8:00 a.m. to 6:00 p.m. Monday to Friday holidays exempt."

2. EFFECTIVE DATE

This by-law is effective on the day of its final passing.

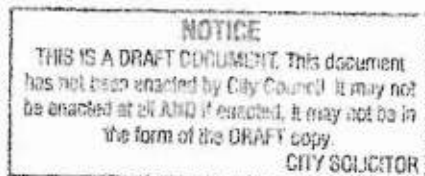
PASSED in open Council this 19th day of February, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

Deputy City Clerk - Rachel Tyczinski

da:LEGAL\STAFF\LEGAL\PUBLIC WORKS & TRANSPORTATION\P3.3 TRAFFIC\BY-LAWS\2013\2013-33 SCHEDULE A P3.3 FEB 19 13.DOC



ADDENDUM

REGULAR MEETING OF CITY COUNCIL

2013 02 19

4:30 P.M.

COUNCIL CHAMBERS

3. APPROVE AGENDA AS PRESENTED

Mover: Councillor S. Myers

Second: Councillor M. Egan

Resolved that the Addendum #1 for the 2013 02 19 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

m) Addition to Schedule 'A', By-law 77-200 Traffic By-law -- Sharon Crescent

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

The relevant By-law 2013-036 is listed under item 10 of the Agenda and will be read with all other by laws listed under that item.

o) Correspondence from the Ministry of Community Safety and Connections Services regarding the City's emergency management program is attached for the information of Council.

p) Correspondence from the Small Trails Advisory Committee regarding draft Ontario Ministry of Transportation Cycling Strategy is attached for the information of Council.

6. Council Travel

Mover: Councillor S. Myers

Second: Councillor H. Fata

Resolved that Counsellor Lou Turco be authorized to travel to the AMC Board meeting being held in Toronto (2 days in March) at an estimated cost to the City of \$200 and the PCNDV Board meeting being held in Temiskaming Shores (2 days in March) at no cost to the City.

(9) Ontario Distribution Sector Panel Review

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

Mover: Counsellor J. Sheehan
Seconder: Counsellor M. Bruni

Resolved that the report of the Chief Administrative Officer dated 2012 (2-4) regarding the recommendations released December 2012 by the Ontario Distribution Sector Review Panel be received as information and that Dominic Panella, President & CEO of FJG Inc. be invited to attend the March 4, 2013 meeting of City Council and make a presentation with respect to the Panel's report and recommendations, as well as the implications which would result to the City of Saint-Sébastien and its ratepayers and further that FJG Inc. make recommendations as to appropriate "next steps" with respect to these very important matters.

PART TWO -- REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

- (1) ADMINISTRATION**
- (2) COMMUNITY SERVICES DEPARTMENT**
- (3) ENGINEERING**
- (4) FIRE**
- (5) LEGAL**
- (6) PLANNING**
- (7) PUBLIC WORKS AND TRANSPORTATION**
- (8) BOARDS AND COMMITTEES**

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

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

9. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

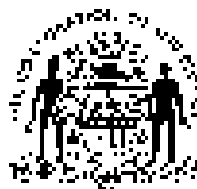
10. CONSIDERATION AND PASSING OF BY-LAWS

TRAFFIC

§1 2013-39

A by-law to amend Schedule 'A' of Traffic By-law 17-200 regarding Station
Crescent.

Susan Hamilton Beach, P. Eng
Deputy Commissioner



Public Works and
Transportation Department

2013 02 13

Mayor Robble Amato and
Members of City Council

RE: ADDITION TO SCHEDULE 'A', BY-LAW 77-200
TRAFFIC BY-LAW
SHARON CRESCENT

PURPOSE

The purpose of this report is to make Council aware that the amended by-law is presented on the same date not at a future meeting of Council.

BACKGROUND

background as per the report presented elsewhere on the agenda.

ANALYSIS

ii

IMPACT

iii

STRATEGIC PLAN

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

RECOMMENDATION

That Council authorize the attached By-law as per the recommendation in the report found elsewhere on Council's agenda.

Respectfully submitted,

Susan Hamilton Beach, P. Eng
Deputy Commissioner

Recommended for approval,

Larry Girard
Commissioner

Ministry of Community Safety
and Correctional Services

Ministère de la Sécurité communautaire
et des services correctionnels

Emergency Management Program
Programme de gestion d'urgence

Section for situations d'urgence (SSE)
Section de gestion d'urgence

188-188

188-188

Toronto ON M4A 1N3

Ottawa ON K1A 0P6, N1

Office of the Assistant Chief

Programme de gestion d'urgence, chef adjoint

Telephone/Fax:

Tel/Fax: 1-877-999-9999

Internet/E-mail:

Tel/Fax: 1-877-999-9999

Web:

Web: www.scc.gc.ca



February 6, 2013

Hon. Worship: Rebecca Amaroso
City of Saint-Esprit, Marie
23 Foster Drive, P.O. Box 580
Saint-Esprit, Marie, ON P8A 5M1

Dear Mayor Amaroso:

I am writing to congratulate your municipality for completing the mandatory emergency management program elements required under the Emergency Management and Civil Protection Act (EMCPA), and Order in Regulation 380/01 for 2012.

Your Council and staff are to be commended on this accomplishment, particularly during a year in which all levels of government have confronted significant challenges. I am confident that we share the same commitment to public safety. As a direct result of your efforts, the residents of your municipality are better prepared.

I wish you, your colleagues and your municipality the best for 2013.

Sincerely,

Allison J. Ewart

Assistant Deputy Minister and Chief

- cc: Community Emergency Management Coordinator
Sector Field Officer
Deputy Chief Jeff Edwards

RECEIVED

FEB 13 2013

MAYOR'S OFFICE



Sault
Ste.
Marie
ADVOCACY
COMMITTEE

Advancing sustainable, powered, active transportation

February 14, 2013

Michael DeRuyter, Policy Officer
Ministry of Transportation
Policy and Planning Division
Transportation Planning Branch
Environmental Policy Unit
201 St. Paul Street, Floor 2
St. Catharines Ontario
L2R 7K2

Dear Mr. DeRuyter:

RE: DRAFT Ontario Ministry of Transportation Cycling Strategy
EBR Registry Number: 011-7552

The Sault Ste. Marie Advocacy Committee (STAC) commends the province's efforts in advancing the provision of cycling infrastructure throughout Ontario's communities and regions and is appreciative of the opportunity to provide comments on the DRAFT Ontario Ministry of Transportation Cycling Strategy.

The purpose of STAC is to work with decision makers and city staff to facilitate the development of infrastructure that supports active, non-motorized transportation within the City of Sault Ste. Marie. Over the last few years, STAC has worked with the City of Sault Ste. Marie on the planning and implementation of the Hub Trail, an approximately 25 kilometre trail network that connects central urban areas of the community. In addition, STAC has been involved in updating the City's Cycling Master Plan, which highlights key cycling routes throughout the community, a number of which are in the planning stages of implementation.

Upon review the DRAFT Ontario Ministry of Transportation Cycling Strategy, STAC is pleased to provide the following comments for consideration:

- In support of the Northern Growth Plan, STAC encourages the development of a Transportation Strategy for Northern Ontario, which should also include the provision of safe cycling facilities along Northern Ontario highways or the provision of alternative cycling routes.
 - o Mandate that all non 400 series highways, or alternative regional roads provide or upgrade paved shoulders to encourage regional and rural cycling opportunities
 - o Initiate additional pilot projects using paved shoulders, and set a minimum utilize a shoulder width of 1.5m to 2.0m paved shoulder to reduce vehicular/cyclist conflict. It should be noted that many cycling trailers that are available on the market are approximately 1.0m in width, and many cyclists that are travelling on highways or regional roads employ bike trailers to carry supplies and/or children.
- Utilize the resources of NORFO and OMAFRA's Rural Economic Development program to encourage the planning and construction of cycling infrastructure within Northern Ontario,

annually regional economic development initiatives such as the Lake Huron North Shore Cycling Route between Sault Ste. Marie and Sudbury.

- Smaller municipalities, particularly those in Northern Ontario, do not have the resources to study or implement cycling infrastructure on their own.
- Increase provincial support to local Transit-First Agencies to promote active transportation initiatives throughout Northern Ontario.
- If cycling barriers are created as a result of a provincial infrastructure project, the municipalities concerned should not bear the additional costs to alleviate these barriers.
- When reconstruction of a local connecting link is proposed, a "complete streets" approach should be utilized to encourage both active and public transportation.
- Strengthen the integration of cycling within the Provincial Policy Statement, the Ontario Planning Act, and the Northern Growth Plan, to encourage the inclusion of active transportation design as part of new private sector development.
 - Active transportation is primarily a function of a built form that promotes mixed use development supported by multiple modes of transportation.
- Mandate active transportation design (e.g. bike racks, shelters, cycling lanes, alternative surface treatments) to be included as part of future Government of Ontario buildings.

STAC is thankful for the opportunity to provide comments on the DRAFT Ontario Ministry of Transportation Cycling Strategy and acknowledge the significance of the Ministry's strategic direction to encourage cycling as a relevant form of transportation. It is our hope that the DRAFT strategy will eventually lead to more policy and legislation measures to physically create and enhance cycling infrastructure across the province and Northern Ontario.

We welcome an opportunity to meet with you and your staff to further discuss our comments or answer any questions that you may have about the above-mentioned comments. If a meeting cannot be arranged, questions or comments relating to this submission should be forwarded to Stephen Turco, Planner with the City of Sault Ste. Marie (705-469-5279 ext.2000@citysault.net). It is also encouraged that the Ministry host a public open house in each of the major urban centres across Northern Ontario in order for northern residents to provide comment on this important provincial initiative.

Yours truly,



Dennis Hisinger,
Chair, Sault Ste. Marie Advocacy Committee

cc: Honourable David Orazietti, Minister of Natural Resources
 Debbie Almeida, Mayor, City of Sault Ste. Marie
 Council, City of Sault Ste. Marie
 Jan Frakes, Chief Administrative Officer, City of Sault Ste. Marie
 Jerry Dalzelli, Commissioner of Engineering and Planning, City of Sault Ste. Marie

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2012-02-19

Mayor Debbie Amazez and
 Members of City Council

Re: Ontario Distribution Sector Panel Review

On June 28, 2012, Sault Ste. Marie City Council passes the following resolution:

"Moved by Councillor J. Knapczyk, seconded by Council R. Christian:

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

On April 13, 2012, the Provincial government announced the creation of the Ontario Distribution Sector Panel 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. Part of the mandate of the Panel was to determine what financial advantages and savings could be realized, particularly for ratepayers, from consolidations of Ontario's local distribution companies (LDCs). The Panel, in fact, is one of the outcomes of the Paumotu Report which also recommends that LDCs in Ontario could achieve efficiencies through consolidation.

The position that the City of Sault Ste. Marie took in its submission to the Panel, as authorized by the June 28, 2012 resolution, includes the following three points:

- That any mergers, divestitures or amalgamations of LDC's should be on a voluntary basis between willing buyers and willing sellers, without penalties or incentives. Consolidations were already occurring in the industry where it made financial sense and it, therefore, seemed prudent to allow market forces to determine the eventual number of LDC's in Ontario.

2. The Diamond Report makes reference to the "economies of scale and scope" that can be achieved by allowing LDCs to engage in businesses other than electricity distribution. The City of Sault Ste. Marie fully supports this recommendation as PUG stands as an example of the synergies and efficiencies that can be achieved. The Panel was encouraged to recommend that any constraints on the expansion of scope be eliminated (in the absence of any practical protection to customers) so as to achieve the lowest possible costs.
3. That the transfer tax continue to be suspended when a municipally owned LDC is merged or acquired by another municipally owned LDC. The City of Sault Ste. Marie supports the position that the transfer tax should be suspended where a municipally owned LDC is involved in a merger or acquisition, regardless of whether the other party is another municipally owned LDC or a private sector LDC.

The position that was taken by the City of Sault Ste. Marie is one that is shared by not only Northern Ontario municipalities who are involved in the ownership of the LDCs, but is also the position that was clearly advanced by AMO on behalf of its member municipalities.

The Ontario Distribution Sector Review Panel released its report entitled "Renewing Ontario's Electricity Distribution Sector Putting the Consumer First" in December 2012. Contrary to the position advanced by AMO and many municipalities, including Sault Ste. Marie, the Panel recommended that the current 73 LDCs which operate in the Province be consolidated into 8 to 12 larger regional distributors (4 for the Northwest, 1 for the Northeast, leaving 8 to 9 regional distributors in Southern Ontario). It recommended that each regional distributor have a minimum of 400,000 customers. The Panel went on to recommend that the consolidations should be overseen by a provincially appointed Transition Adviser and should take place within 2 years. Of the greatest concern is the recommendation that the consolidations should be compelled by legislation, if no action occurs in the first 6 months.

The Panel recommended that the new utility distributors are to be created by a merger of municipally owned LDCs with Hydro One Network's assets within the same regions. Municipal shareholders would receive shares in the new regional distributors in proportion to the valuation of the assets that they contribute and would be eligible for future dividends. Two-thirds of the Board members of these utility distributors would be independent.

The recommendation of "forced" amalgamation is opposed to voluntary amalgamations. If accepted and implemented by the Ontario government would create very significant concerns for cities, like South Ste. Marie, who currently own their LDC's and to their ratepayers. These concerns would be with respect what effect these consolidations could have on very important local issues such as local employment, electricity rates, dividends which are currently paid to the municipality, local control over the growth and expansion of the system and the efficiency and effectiveness of the local utility.

The City of North Bay has already, by resolution, expressed its opposition to the Panel's recommendations and AMO's so. I have already publicly expressed its disagreement with the direction in which the Panel appears to be encouraging the Province.

City staff has recently met with PUC staff and I am recommending that City Council invite Dominic Perrault, President & CEO of PUC, to attend the March 4, 2013 Council meeting to make a presentation regarding the Panel's report and the very serious implications that would result should the Provincial government accept and implement these recommendations. Appropriate action should be recommended to Council.

Yours truly,



JMF:ab

Joseph M. Fratosi

Chief Administration Officer

THE CORPORATION OF THE CITY OF SAULT STE MARIE

BY-LAW 2013-02

TRAFFIC BY-LAW 2013-02: A by-law to amend the by-law of the City of Sault Ste Marie regarding street closures.

THE COUNCIL of the Corporation of the City of Sault Ste Marie pursuant to the provisions of section 11 of the *Municipal Act*, R.S.O. 1990, c. 32, hereby enacts the following:

1. SOME RULES OF THE NEW TRAFFIC BY-LAW

Schedule 1 of By-law 77-200, known as the *By-law of the City of Sault Ste Marie*

<u>STREET</u>	<u>SIDE</u>	<u>FROM</u>	<u>TO</u>	<u>PROHIBITION</u>
Madison Crescent East		South Intersection of Tisdale	East end of Ontario	NO entry from 11:00 am to 1:00 pm on Monday in the day holding council separation of Sunday is

2. EFFECTIVE DATE

This by-law shall be in effect as follows:

PASSING motion Council has 3rd day of February 2013.

MAYOR – DEBBIE AWAROSC

DEPUTY CITY CLERK – RACHEL TYGZINSKI

BY-LAW 2013-02: A by-law to amend the by-law of the City of Sault Ste Marie regarding street closures.

