

AGENDA

REGULAR MEETING OF CITY COUNCIL

2013 04 08

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover: Councillor L. Turco

Seconder: Councillor P. Mick

Resolved that the Minutes of the Regular Council Meeting of 2013 03 25 be approved.

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

3. APPROVE AGENDA AS PRESENTED

Mover: Councillor L. Turco

Seconder: Councillor B. Watkins

Resolved that the Agenda for 2013 04 08 City Council meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- a) Janice Pettalia will be in attendance concerning proclamation – Parkinson's Disease Awareness Month.
- b) Jean Trudelle, Chair, Volunteer Appreciation Gala Planning Committee and Melissa Taylor, Project Coordinator, Change the World - Ontario Youth Challenge (CTW OYC) will be in attendance concerning proclamation – National Volunteer Week.

PART ONE – CONSENT AGENDA

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

Mover: Councillor R. Niro

Seconder: Councillor P. Mick

Resolved that all the items listed under date 2013 04 08 – Part One – Consent Agenda be approved as recommended.

- a) Correspondence from AMO is attached for the information of Council.
- b) A letter from the Municipal Property Assessment Corporation (MPAC) concerning 2014 Enumeration Activities is attached for the information of Council
- c) A letter from the Northwestern Ontario Municipal Association concerning the REAL Treehugger campaign is attached for the information of Council.
- d) A letter from the Ontario Sheep Marketing Agency concerning Livestock Guardian Dogs and Herding Dogs is attached for the information of Council.
- e) A letter from Mayor Amaroso to the Ministry of Energy concerning local distribution companies (LDCs) is attached for the information of Council.
- f) A letter from Councillor Butland to the Executive Director, Ontario Tire Stewardship concerning scrap tire supply for a local business is attached for the information of Council.
- g) A letter from Councillor Butland to the General Manager of the Toronto Blue Jays concerning their Winter Tour 2014 is attached for the information of Council.
- h) **Staff Travel**

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

Mover: Councillor R. Niro

Seconder: Councillor B. Watkins

Resolved that the report of the Chief Administrative Officer dated 2013 04 08 concerning Staff Travel requests be approved as requested.

- i) **RFP for Removal and Disposal of Collected Household Special Waste**

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

Mover: Councillor L. Turco

Seconder: Councillor P. Mick

Resolved that the report of the Manager of Purchasing dated 2013 04 08 be endorsed and that the proposal for the Removal and Disposal of Collected

Household Special Waste, as required by the Public Works and Transportation Department, be accepted as recommended.

j) **Local Immigration Partnership Contribution Agreement Extension- 2013-4 Fiscal Year**

A report of the Local Immigration Partnership Coordinator is attached for the consideration of Council.

The relevant By-law 2013-059 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

k) **Bus Extension to Garden River First Nation**

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

Mover: Councillor L. Turco

Seconder: Councillor B. Watkins

Resolved that the report of the Manager of Transit and Parking dated 2013 04 08 concerning Bus Extension to Garden River First Nation be accepted and the recommendation not to extend bus service at this time unless Garden River First Nation is willing to cover the additional costs be approved.

l) **Household Special Waste ('HSW') Depot – Provision of Services to Sault North Planning Area**

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

Mover: Councillor R. Niro

Seconder: Councillor P. Mick

Resolved that the report of the Deputy Commissioner, Public Works and Transportation dated 2013 04 08 concerning Household Special Waste Depot be accepted and the recommendation to discontinue providing the service to residents of Sault North and to forgive outstanding invoices to Sault North be approved.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

- (1) ADMINISTRATION**
- (2) COMMUNITY SERVICES DEPARTMENT**
- (3) ENGINEERING**
- (4) FIRE**
- (5) LEGAL**
- (6) PLANNING**

- a) **Application No. A-8-06-Z.OP & 57T-06-501 – filed by Jane Eva Hedlund, Catherine Shunock, 206211 Ontario Limited and Frank Shunock**

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

Mover: Councillor R. Niro

Seconder: Councillor B. Watkins

Resolved that the report of the Planning Division dated 2013 04 08 concerning Application No. A-8-06-Z.OP & 57T-06-501 – filed by Jane Eva Hedlund, Catherine Shunock, 206211 Ontario Limited and Frank Shunock be received and that City Council approve an amendment to the existing Plan of Subdivision Conditions of Approval to permit wells with a minimum depth of 15m (50 feet).

- (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

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

AGREEMENTS

a) 2013-58

A by-law to authorize the execution of a Confidentiality Agreement between the City and Sault Ste. Marie Innovation Centre Community Geomatics Centre pertaining to registrants of the Vulnerable Persons Registry (VPR) in order to assist in preparing effective responses during emergencies.

b) 2013-59

A by-law to authorize the execution of a Contribution Agreement between the City and her Majesty the Queen in Right of Canada, as represented by the Minister of Citizenship, Immigration and Multiculturalism for the purpose of funding.

A report of the Local Immigration Partnership Coordinator is on the agenda

ZONING

c) 2013-57

A by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning lands located at 210 Greenfield Drive.

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 L. Turco

Seconder: Councillor B. Watkins

Resolved that this Council now adjourn.

MINUTES

REGULAR MEETING OF CITY COUNCIL

2013 03 25

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, F. Manzo, P. Mick

Absent: Councillor T. Sheehan

Officials: M. White, M. Borowicz-Sibinek, L. Girardi, N. Apostle, B. Freiburger, J. Dolcetti, C. Taddo, D. McConnell, V. McLeod, T. Dodds

1. ADOPTION OF MINUTES

Moved By: Councillor P. Mick

Seconded By: Councillor L. Turco

Resolved that the Minutes of the Regular Council Meeting of 2013 03 04 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 P. Mick

Seconded By: Councillor R. Niro

Resolved that the Agenda and Addendum #1 for 2013 03 25 City Council meeting as presented be approved. CARRIED

4. DELEGATIONS/PROCLAMATIONS

- a) Lisa Vezeau-Allen and her son Aiden, members of Autism Ontario, were in attendance concerning proclamation – World Autism Awareness Day 2013.
- b) Danny Krmpotich and Asima Vezina, representatives of the Racial and Social Harmony Committee of the Local Immigration Partnership, were in attendance concerning the following resolutions presented for the consideration of Council.

1. Moved By: Councillor P. Mick

Seconded By: Councillor L. Turco

Whereas the community of Sault Ste. Marie was originally founded by First Nation peoples followed by those who travelled from distant lands; and

Whereas these diverse people shared their immigrant experiences while building lives, homes and futures in a place where one's religion, creed, colour, race, culture and language did not prevent new dreams, hopes and aspirations for a better life from being realized; and

Whereas our community must be vigilant in denouncing any public act of racial discrimination as was recently uncharacteristically experienced in our City; and

Whereas the United Nations International Convention on the Elimination of All Forms of Racial Discrimination speaks to the Universal Declaration of Human Rights proclaiming that all human beings are born free and equal in dignity and rights and that everyone is entitled to all the rights and freedoms set out therein, without distinction of any kind, in particular as to race, colour or national origin; and

Whereas the Mayor of the City of Sault Ste. Marie annually declares Cultural Diversity week in Sault Ste. Marie, stating "that the concept of diversity encompasses acceptance and respect. It means understanding that each individual is unique, and recognizing our differences. These can be along the dimensions of race, ethnicity, gender, sexual orientation, socio-economic status, age, physical abilities, religious beliefs, political beliefs, or other ideologies. It is the exploration of these differences in a safe, positive, and nurturing environment. It involves understanding each other and moving beyond simple tolerance to embracing and celebrating the rich dimensions of diversity contained within each individual",

Therefore be it resolved that the Sault Ste. Marie City Council affirms and supports:

- i. The principles of the United Nations Universal Declaration of Human Rights;
- ii. The intent and meaning of the wording in the City's cultural diversity proclamation;
- iii. The value of the diverse cultures and peoples who make up our population;
- iv. That racial discrimination or intolerance against any person in our community should not be condoned

Further be it resolved that this resolution be circulated to all boards, councils and organizations in Sault Ste. Marie requesting their support of this resolution. CARRIED

2. Moved By: Councillor B. Watkins

Seconded By: Councillor R. Niro

Whereas the Canadian Federation of Municipalities (FCM) continues to support the mandate of Canadian Coalition of Municipalities Against Racism and Discrimination (CCMARD) and in 2005 and 2010 called on its members to join CCMARD; and

Whereas both Thunder Bay and Sudbury have become signatories municipalities of CCMARD and have established committees of City Council whose role is to help foster the achievement of cultural, social and economic well-being for all citizens; and

Whereas the Council of the City of Sault Ste Marie has passed a resolution on Racial Harmony in support of the principles apparent in the mandate of CCMARD;

Therefore be it resolved that Council supports the Racial and Social Harmony Committee established under the Local Immigration Partnership to review and report back to Council on the implications of Council becoming a signatory to CCMARD and asks appropriate staff to review and report back to Council on the possibility of the establishment of the Racial and Social Harmony Committee as a committee of Council. CARRIED

- c) Mike Allemano, Jim McWatters, Josh Lelievre and Tom Feifel were in attendance concerning Agenda item 6.(6)(a).

PART ONE – CONSENT AGENDA

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

Moved By: Councillor B. Watkins

Seconded By: Councillor L. Turco

Resolved that all the items listed under date 2013 03 25 – Part One – Consent Agenda and Addendum #1 be approved as recommended. CARRIED

- a) Correspondence from AMO was received by Council.
- b) Correspondence from the Township of Adjala-Tosorontio (concerning development charges – hospitals) was received by Council.
- c) Correspondence from the Ministry of the Environment concerning the Great Lakes Guardian Community Fund was received by Council.
- d) A letter and petition from Richard Smith concerning the closure of camping at Obatanga Provincial Park was received by Council.

- e) A media release from Michael Burtch and Gary and Joanie McGuffin concerning the Bow Lake Wind Project was received by Council.
- f) A letter from the Ontario Federation of Snowmobile Clubs was received by Council.
- g) A letter from Clinton Ekdahl concerning Day of the Honey Bee was received by Council.
- h) Correspondence requesting permission for private property liquor license extension was received by Council.

Moved By: Councillor B. Watkins

Seconded By: Councillor R. Niro

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

Dock's Riverfront Grill

89 Foster Drive

Canada Day, July 1, 2013 – 12 noon to 2:00 a.m. (July 2)

Independence Day, July 4, 2013 – 12 noon to 2:00 a.m. (July 5)

CARRIED

- i) A letter of request for a temporary street closing in conjunction with Heart and Stroke Foundation "Walk and Roll" Event was received by Council.
 - 1) on St. Marys River Drive from the Wal-Mart entrance to the Waterfront Delta entrance from 4:00 p.m. to 10:00 p.m. on August 15, 2013

The relevant By-law 2013-55 is listed under Item 10 of the Minutes.

- j) A memo from the Deputy City Clerk and Manager of Quality Improvement concerning the holding of a special meeting of Council on Monday, April 15, 2013 at 4:30 p.m. in the Russ Ramsay Boardroom for the purpose of 2011-2014 Corporate Strategic Plan – Mid-Term Update was received by Council.

k) Staff Travel

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

Moved By: Councillor B. Watkins

Seconded By: Councillor L. Turco

Resolved that the report of the Chief Administrative Officer dated 2013 03 25 concerning Staff Travel requests be approved as requested. CARRIED

l) 2012 Honoraria and Expenses – Mayor & Council and Board & Committee Members

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

Moved By: Councillor B. Watkins

Seconded By: Councillor R. Niro

Resolved that the report of the Commissioner of Finance and Treasurer dated 2013 03 25 concerning 2012 Honoraria and Expenses (Mayor, Council, Board and Committee Members) be received as information. CARRIED

m) **McMeeken Centre Chiller Replacement – Sole Source**

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

Moved By: Councillor B. Watkins

Seconded By: Councillor L. Turco

Resolved that the report of the Commissioner of Community Services be accepted and the recommendation that a used replacement chiller for the McMeeken Centre be sole-sourced to CIMCO Refrigeration be approved. CARRIED

n) **2013 Cultural Financial Assistance Grants**

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

Moved By: Councillor B. Watkins

Seconded By: Councillor R. Niro

Resolved that the report of the Manager of Recreation and Culture be accepted and the recommendation of the Cultural Advisory Board as to 2013 Cultural Financial Assistance grants be approved. CARRIED

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

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

Moved By: Councillor B. Watkins

Seconded By: Councillor L. Turco

Resolved that the report of the Manager of Recreation and Culture dated 2013 03 25 concerning Request for Financial Assistance for National/International Sports Competitions – Richard MacLennan – Speed Skating be accepted and the recommendation of the Parks and Recreation Advisory Committee to provide financial assistance to Richard MacLennan in the amount of \$200 for participation at the International Skating Union sanctioned North American Championships in Salt Lake City, Utah be approved. CARRIED

p) **Firearms By-Law Exemptions Ermatinger•Clergue National Historic Site – Special Events**

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

The relevant by-laws 2013-54 and 2013-53 are listed under item 10 of the Minutes.

q) **Clark Creek Pumping Station Capital Upgrades – Progress**

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

Moved By: Councillor B. Watkins

Seconded By: Councillor R. Niro

Resolved that the report of the Land Development and Environmental Engineer dated 2013 03 25 concerning the Clark Creek Pumping Station Capital Upgrades – Progress be accepted and the recommendation that:

1. an additional \$1,800,000 for the capital upgrades be funded through the 2013 surcharge budget (for a total of \$3,000,000); and
2. the engineering fee for Kresin Engineering Corporation be revised by \$35,616 (including net HST cost) to include the design fee for the proposed odour control equipment, for a revised value of \$189,272.29 (including net HST cost)

be approved. CARRIED

r) **Mill Funding Application – Single Lane Bridges Shared with Prince Township**

The report of the Director of Engineering Services is attached for the consideration of Council

Moved By: Councillor B. Watkins

Seconded By: Councillor L. Turco

Resolved that the report of the Director of Engineering Services dated 2013 03 25 concerning Mill Funding Application for Single Lane Bridges Shared with Prince Township be accepted and that City Council declares that:

1. the information in the expression of interest submitted on January 9, 2013, was factually accurate; and
2. the City is committed to developing a comprehensive asset management plan that includes all of the information and analysis described in 'Building Together: Guide for Municipal Asset Management Plans', by December 31, 2013. CARRIED

s) **Solid Waste Management Environmental Assessment**

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

Moved By: Councillor B. Watkins

Seconded By: Councillor R. Niro

Resolved that the report of the Land Development and Environmental Engineer dated 2013 03 25 concerning the Solid Waste Management Environmental Assessment be accepted and that the recommendation that an engineering fee of \$281,000 (excluding HST) for required tasks relating to the Solid Waste

Environmental Assessment, resulting in an overall project fee of \$975,000 (excluding HST), funded through the Landfill Reserve, be approved. CARRIED

- t) A letter from the Ministry of Energy is attached for the information of Council.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

(1) ADMINISTRATION

(2) COMMUNITY SERVICES DEPARTMENT

a) St. Mary's River Marine Heritage Centre (M.S. Norgoma)

Reports of the Commissioner of Community Services, Chair of the Destiny Committee and the Chief Executive Officer – Economic Development Corporation were received by Council.

Moved By: Councillor B. Watkins

Seconded By: Councillor S. Myers

Resolved that Item 6.(2)(a) be postponed for a period of one year. DEFEATED

Moved By: Councillor P. Christian

Seconded By: Councillor L. Turco

Resolved that the reports of the Commissioner of Community Services dated 2013 03 25, the Chair of the Destiny Committee and the Chief Executive Officer – Economic Development Corporation both dated 2013 03 20 concerning St. Mary's River Marine Heritage Centre (M.S. Norgoma) be accepted and the recommendation not to provide any further municipal funding to the Centre (option 1 of the report) be approved. POSTPONED

Moved By: Councillor B. Watkins

Seconded By: Councillor S. Myers

Resolved that Item 6.(2)(a) be postponed to the April 8, 2013 Council Meeting. CARRIED

(3) ENGINEERING

(4) FIRE

(5) LEGAL

(6) PLANNING

a) Application No. A-5-13-Z & 57T-13-501 – filed by 1848691 Ontario Limited

The report of the Planning Division was received by Council.

Moved By: Councillor B. Watkins

Seconded By: Councillor R. Niro

Resolved that the report of the Planning Division dated 2013 03 25 concerning Application No. A-5-13-z & 57T-13-501 – filed by 1848691 Ontario Limited – 210 Greenfield Drive be received and that City Council permit the requested thirty six (36) lot Single Detached residential development subject to the three conditions contained in the report. CARRIED

(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) Moved By: Councillor S. Myers

Seconded By: Councillor L. Turco

Whereas the Heritage Discovery Centre \$4 million project has received Federal and Provincial funding of \$2.9 million (\$1.918 million from Canadian Heritage and \$1 million from NOHFC); and

Whereas four years ago, the City budgeted \$200,000 towards the capital costs for the project; and

Whereas at that time it was anticipated the balance of the project funding would be sourced through corporate sponsorship funding will be much less than expected; and

Whereas recently a request was made to NOHFC for supplemental funds in the amount of \$450,000; and

Whereas the request to NOHFC was not met with success,

Therefore be it resolved that City Council ask the Commissioner of Finance to report on a possible method of proceeding to finance the balance of this project in order to proceed to tender; and

Further that any such recommendation would not require increasing current budget allocations. CARRIED

b) Moved By: Councillor T. Sheehan

Seconded By: Councillor L. Turco

Whereas Team Jacobs, consisting of Skip Brad Jacobs, third Ryan Fry, second E.J. Harnden, lead Ryan Harnden, alternate Matt Dumontelle and coach Tom Coulterman represented Northern Ontario at this year's Tim Hortons Brier held recently in Edmonton; and

Whereas Team Jacobs, after a thrilling playoff run, were crowned the 2013 Tim Hortons Brier champions;

Now therefore be it resolved that City Council on behalf of the citizens of Sault Ste. Marie congratulate Team Jacobs on the championship and wish them best of luck in representing Canada at the upcoming World Men's Curling Championships. CARRIED

- c) Moved By: Councillor S. Myers
Seconded By: Councillor T. Sheehan
Whereas on February 26, 2013 15-year-old Sault Ste. Marie Mac Marcoux of the Canadian Para-Alpine Ski Team, with his 18-year-old brother and guide, BJ, won a silver medal in giant slalom in the competitive men's visually impaired category of the 2013 International Paralympic Committee World Championships in La Molina, Spain; and
Whereas in doing so, Mac Marcoux is believed to be the youngest-ever Canadian to medal at a para-alpine world championship event; and
Whereas the silver medal is the Marcoux brothers' first world championship podium result, the 2013 IPC Alpine Skiing World Championships being their world championship debut; and
Whereas Mac Marcoux (who has been legally blind since the age of nine) raced in his first para-alpine ski event just two years ago; and
Whereas this is the first year that the Marcoux brothers have participated in the International Paralympic Committee World Cup Circuit, where Mac earned a bronze medal in giant slalom in Sestriere, Italy; a silver medal in giant slalom and a bronze in slalom in St. Moritz, Switzerland; and
Whereas the Marcoux brothers are participating in Canadian Nationals in British Columbia at the end of March 2013; and
Whereas their goal is to compete in the 2014 winter Paralympic games in Sochi Russia representing Canada and of course Sault Ste. Marie,
Now Therefore Be It Resolved that Sault Ste. Marie City Council, on behalf of the entire community, extends heartfelt congratulations to Mac Marcoux and his guide BJ Marcoux on their silver medal and offers best wishes for continued success on and off the podium. CARRIED
- d) Moved By: Councillor F. Manzo
Seconded By: Councillor L. Turco
Whereas Stompin' Tom Connors died on March 6, 2013; and
Whereas Stompin' Tom was not only a prolific musician but a passionate Canadian and friend to Northern Ontario
Now Therefore Be it Resolved that Sault Ste. Marie City Council on behalf of the entire community express its heartfelt condolences to the family of Stompin' Tom Connors. CARRIED
- e) Moved By: Councillor P. Mick
Seconded By: Councillor S. Myers
Whereas there are pending regulations before Transport Canada which would, if passed, impose substantially restrictive and unachievable regulations for ballast water in the Great Lakes – St. Lawrence Waterway; and
Whereas the proposed regulation would be far more restrictive than those currently in place by the US Coastguard for competing US vessels; and
Whereas current regulations for ballast water in the Great Lakes – St. Lawrence Waterway are the most strict and austere in the world; and

Whereas since the implementation of compulsory ballast regulations in 2006, no new non-indigenous species has been detected in the Great Lakes – St. Lawrence Waterway; and

Whereas the City of Sault Ste. Marie is in the planning phase of expansion of its port facilities, which project has been identified by all three levels of government as the number one economic development priority in Sault Ste. Marie; and

Whereas passage of the proposed regulation in its current form would place a significant hardship on this vital transportation link which is critical to our local and regional economy and adversely impact the Canadian shipping economy, resulting in employment losses, higher freight rates and consumer prices,

Now Therefore Be It Resolved that the City of Sault Ste. Marie urges Transport Canada to exercise due diligence in extensively researching whether these regulations are in fact necessary and requests Transport Canada to consult with all municipalities along the Great Lakes, further that this resolution be forwarded to the Great Lakes and St. Lawrence Cities Initiative and all Canadian municipalities around the Great Lakes for their endorsement. 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 B. Watkins

Seconded by: Councillor R. Niro

Resolved that all by-laws listed under Item 10 of the AGENDA under date March 25, 2013 be approved. CARRIED

Moved By: Councillor B. Watkins

Seconded By: Councillor R. Niro

Resolved that By-law 2013-47 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 496 Second Line West be PASSED in open Council this 25th day of March, 2013. CARRIED

Moved By: Councillor B. Watkins

Seconded By: Councillor R. Niro

Resolved that By-law 2013-48 being a by-law to designate the lands located at 496 Second Line West an area of site plan control be PASSED in open Council this 25th day of March, 2013. CARRIED.

Moved By: Councillor B. Watkins

Seconded By: Councillor R. Niro

Resolved that By-law 2013-50 being a by-law to authorize the construction of a concrete sidewalk on Great Northern Road from Second Line East to Third Line East under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be PASSED in open Council this 25th day of March, 2013. CARRIED.

Moved By: Councillor B. Watkins

Seconded By: Councillor R. Niro

Resolved that By-law 2013-51 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 25th day of March, 2013. CARRIED.

Moved By: Councillor B. Watkins

Seconded By: Councillor R. Niro

Resolved that By-law 2013-52 being a by-law to authorize an agreement between the City, the City of Sault Ste. Marie Physician Recruitment and Retention Committee, Group Health Centre, Sault Area Hospital and Algoma West Academy of Medicine for the continued recruitment of physicians and health care professionals be PASSED in open Council this 25th day of March, 2013. CARRIED.

Moved By: Councillor B. Watkins

Seconded By: Councillor R. Niro

Resolved that By-law 2013-53 being a by-law to exempt the Ermatinger-Clergue National Historic Site from By-law 2008-168 being a firearms by-law to prohibit the discharge of firearms in the municipality be PASSED in open Council this 25th day of March, 2013. CARRIED.

Moved By: Councillor B. Watkins

Seconded By: Councillor R. Niro

Resolved that By-law 2013-54 being a by-law to exempt the Ermatinger-Clergue National Historic Site from By-law 80-128 being a by-law for the use, regulation, protection, and government of the municipal parks of the City of Sault Ste. Marie be PASSED in open Council this 25th day of March, 2013. CARRIED.

Moved By: Councillor B. Watkins

Seconded By: Councillor R. Niro

Resolved that By-law 2013-55 being a by-law to permit the temporary closing of St. Marys River Drive to facilitate the Heart & Stroke Foundation Walk & Roll event. be PASSED in open Council this 25th day of March, 2013. CARRIED.

Moved By: Councillor B. Watkins

Seconded By: Councillor R. Niro

Resolved that By-law 203-56 being a by-law to authorize the execution of an agreement between the City and Morrison Hershfield Limited for an Asset Management Facility Condition Assessment. Due to the volume, Schedules "A" and "B" to the agreement can be viewed in the Clerk's Department be PASSED in open Council this 25th day of March, 2013. CARRIED.

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

12. ADDENDUM TO THE AGENDA

13. ADJOURNMENT

Moved By: Councillor P. Mick

Seconded By: Councillor L. Turco

Resolved that this Council now adjourn. CARRIED

Malcolm White

From: AMO Communications <communicate@amo.on.ca>
Sent: March 28, 2013 2:50 PM
To: Malcolm White
Subject: AMO Breaking News -

TO THE IMMEDIATE ATTENTION OF THE CLERK AND COUNCIL

March 28, 2013

To AMO Membership:

Interest Arbitration – Private Members’ Bill Tabled Today

Today Jim Wilson, MPP tabled a Private Members’ Bill concerning interest arbitration titled the *Public Sector Capacity to Pay Act*, 2013. This represents the fourth piece of attempted legislation by various parties during the last 12 months. This Bill’s Second Reading debate is scheduled for April 11, 2013.

The Association of Municipalities of Ontario (AMO) believes this Bill holds significant improvement to all the previous legislative attempts. It reflects the balance and many of the practical changes that we’ve put forward to members of the Legislature. AMO’s proposals are not designed to provide a guaranteed outcome. We have proposed tools for arbitrators to use when measuring fiscal health and we are stating the perfectly reasonable expectation that they should demonstrate in writing how they came to their decisions, whatever they are. How can transparency and accountability be criticized? Taxpayers deserve accountable and transparent decisions when tax dollars are being spent. This is true for arbitrators who decide what the pay and benefit awards will be for emergency services workers where matters cannot be resolved locally.

Over the years, arbitration awards that replicate decisions with a ‘one size fits all approach’ have not been reflective of, nor grounded within, the local economic realities of Ontario’s varied communities. Worse, they have outpaced negotiated, local agreements with other unionized employees, generally, and within individual municipalities. Arbitrated settlements should be comparable to the outcomes that result from free collective bargaining for employee groups that can strike, particularly at a time when public sector unions recognize local economic challenges and reach freely negotiated settlements.

AMO is encouraged by this Bill. For it to proceed, it will need the cooperation of the government and opposition parties. AMO is calling on our provincial legislators to roll up their sleeves and move this Bill forward. AMO remains committed to facilitating these conversations. Municipal leaders support interest arbitration changes that put balance into a system that is out of balance and one that is not accountable or transparent.

Attached is AMO’s chart which compares our proposal to this Bill and the draft government bill of last October. The latter was released for discussion before the House was prorogued and Premier Wynne’s government began. In February, we presented to all MPPs our checklist of what changes should be made to the interest arbitration process to the Legislature.

Two areas that are problematic in this Private Members’ Bill relate to the timeline for decisions and a more elaborate appointment process for arbitrators. In keeping with our recommendations, the Bill provides for a single arbitrator for all interest arbitration hearings, rather than a three member panel for fire. A single arbitrator approach has proven to be efficient and fair.

The Bill’s proposed changes to pre and post hearing procedures reflect our input. The Bill requires written reasons for an award and a clear explanation of how a community’s fiscal health was considered, using

meaningful criteria. The criteria reflect those we developed in partnership with the Ontario Municipal Finance Officers' Association. Arbitrators will still have the ability to look at comparable communities, but they cannot ignore local circumstances.

We frequently hear that emergency service workers should be paid at a higher scale than other municipal workers because of their responsibilities and risks. This is already recognized in salary grids and this will continue. Collective bargaining will continue and when necessary, interest arbitration will be used.

AMO calls on municipal leaders across the province to raise the importance of these particular changes with their MPPs and constituents and to demand that the Legislature come together to work on this important legislation – to bring fair and balanced improvements that are in Ontario's best interests.

AMO's website (www.amo.on.ca) contains additional resource and background information that includes:

- AMO's Checklist of needed changes
- AMO's Call for MPP Action
- AMO's News Release "Public Sector Capacity to Pay Act, 2013"
- AMO's Comparison of Proposed Legislation Against its Ask (Below)

AMO Contact: Matthew Wilson, Senior Advisor, mwilson@amo.on.ca, 416.971.9856 ext. 323

AMO / ESSC Overview of Proposed Interest Arbitration Changes

The Emergency Services Steering Committee (ESSC) was established in 2005. It includes the Large Urban Mayors Caucus of Ontario (LUMCO), the Mayors and Regional Chairs of Ontario (MARCO), and the Ontario Association of Police Services Boards (OAPSB). AMO participates in ESSC.

AMO / Emergency Services Steering Committee Proposals on Interest Arbitration Legislation	Proposed Public Sector Capacity to Pay Act, 2013 (Progressive Conservative Private Members' Bill, Introduced on March 28)	Proposed Respecting Collective Bargaining Act (Government draft Bill, released for comment in October 2012)
Key Provisions:	Key Provisions:	Key Provisions:
<u>Written Reasons</u> ✓ Arbitrator to provide written reasons at the request of either party. ✓ Written reasons shall clearly demonstrate proper consideration of criteria that would accurately measure a municipality's fiscal health.	<u>Written Reasons</u> ✓ Arbitrator to provide written reasons upon making a decision (regardless of whether requested by either party). ✓ Written reasons shall clearly demonstrate that accurate criteria to measure a municipality's fiscal health was considered, and that the decision has been made in accordance with other provisions in the Bill.	<u>Written Reasons</u> ✓ Arbitrator required to provide written reasons at the request of either party. • Reasons must demonstrate "proper considerations" of criteria.
<u>Criteria</u> ✓ Introduces a new set of criteria for fiscal health and capacity. ✓ Sets out priority of consideration of fiscal health of the community <u>and</u> requires consideration in light of total compensation.	<u>Criteria</u> ✓ Introduces a new set of criteria for fiscal health and capacity for municipalities or local boards. ✓ Sets out priority of consideration of fiscal health of the community <u>and</u> requires consideration in light of total compensation. • In applying the criteria arbitrators will be required to assume that tax rates will <u>not</u> be increased.	<u>Criteria</u> • No change proposed to current criteria.
<u>Time for Final Award</u> ✓ Decision to be issued no more than 12 months after the conclusion of the hearing.	<u>Time for Final Award</u> ✓ Proposes time limits on the process. • Decision to be issued within 9 months from the time arbitrator is <u>appointed</u>. • Most hearings to commence within 30 days following the appointment of the arbitrator.	<u>Time for Final Award</u> • Award to be issued within 16 months of referral to arbitration. • Failing release of award, matter is deemed to be referred to the Ontario Labour Relations Board for an award.
<u>Appointment of Arbitrators</u> ✓ All matters to be heard by a single arbitrator appointed by the parties. ✓ Minister to appoint if agreement	<u>Appointment of Arbitrators</u> ✓ All matters to be heard by a single arbitrator. • Proposes a provincially approved roster of arbitrators who satisfy undetermined requirements, set by Regulation.	<u>Appointment of Arbitrators</u> • No change proposed.

AMO / Emergency Services Steering Committee Proposals on Interest Arbitration Legislation	Proposed Public Sector Capacity to Pay Act, 2013 (Progressive Conservative Private Members' Bill, Introduced on March 28)	Proposed Respecting Collective Bargaining Act (Government draft Bill, released for comment in October 2012)
Key Provisions:	Key Provisions:	Key Provisions:
not reached by the parties.	• The Minister would provide the parties with a short list of at least 3 arbitrators who are available within 7 days of the referral to arbitration. • Within 7 days after receiving the list of arbitrators from the Minister, the parties must (a) jointly agree to have one of the arbitrators on the list arbitrate their dispute, who will then be appointed to hear the matter; or (b) jointly propose the name of an arbitrator who is <u>not</u> on the pre-approved list <u>and</u> seek the Minister's consent to have that arbitrator hear the dispute. In this situation, the Minister would either appoint the non-pre-approved arbitrator jointly proposed by the parties, or any arbitrator from the pre-approved list (i.e. not one of the arbitrators whose name was on the short list). If the parties fail to comply with options (a) or (b) the Minister may appoint any arbitrator from the pre-approved list to hear the matter (i.e. not an arbitrator from the short list).	
<u>Pre-hearing Process and Submissions:</u>	<u>Pre-hearing Process and Submissions:</u>	
✓ Arbitrator may direct pre-hearing production. ✓ Introduce limits on post-hearing submissions.	✓ At a pre-hearing conference, each party would be required to disclose the issues that they intend to raise and the evidence that they intend to present at the arbitration. • A party would not be permitted to raise any issues or present any evidence in any proceedings not disclosed at the pre-hearing conference. • Arbitrators would not be allowed to relieve the parties of these requirements	
<u>Comments:</u>	<u>Comments:</u>	<u>Comments:</u>
✓ Municipal leaders with a wide range of views, experience and political backgrounds have come together to propose balanced and practical improvements to the interest arbitration process. ✓ AMO's proposals would: • Improve efficiency • Improve accountability and	✓ The authors of the Bill studied AMO's proposals. ✓ It supports practical time limits, and written decisions that improve accountability and transparency. ✓ AMO's proposals are well reflected in the criteria that it would apply to measuring the fiscal health of municipalities. • AMO is concerned that the proposed process	• The criteria that would be used to measure a municipality's fiscal health is vague. AMO has proposed more clear and accurate measures that are well developed. • References to giving "proper consideration" to fiscal health and local factors are vague.

AMO / Emergency Services Steering Committee Proposals on Interest Arbitration Legislation	Proposed Public Sector Capacity to Pay Act, 2013 (Progressive Conservative Private Members' Bill, Introduced on March 28)	Proposed Respecting Collective Bargaining Act (Government draft Bill, released for comment in October 2012)
Key Provisions:	Key Provisions:	Key Provisions:
transparency of decision-making • More accurately assess a municipality's fiscal health ✓ These improvements can be achieved by making changes within the existing legislative framework, and in a manner that complements the existing interest arbitration process.	to appoint arbitrators is unnecessarily complex, which could increase costs and delay decisions.	• It does not include a process for the exchange of pre-hearing submissions.

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.



MUNICIPAL PROPERTY ASSESSMENT CORPORATION

March 15, 2013

To: All Chief Administrative Officers and Municipal Clerks
From: Arthur Anderson, Director, Municipal Relations
Subject: 2014 Enumeration Activities

The Municipal Property Assessment Corporation's (MPAC) work in support of the 2014 election is well underway. We are committed to providing enumeration data that is as accurate and up-to-date as possible. A critical part of MPAC's support is the many enumeration-related products and services we provide to you, our municipal stakeholders.

Following the 2010 Enumeration/Election process and working in partnership with the AMCTO, MPAC questions were included in the AMCTO election survey in which many of you participated. These results were later expanded through MPAC's 2010 post-enumeration survey with the participation of 108 municipalities. The results have provided us with a measure of our enumeration efforts in the past, as well as identifying areas for development and improvement as we move forward.

Key survey findings include:

- 75% of municipalities prefer that MPAC training be delivered in tandem with AMCTO Elections Training Sessions
Action: MPAC has approached AMCTO to continue this partnership
- 79% of municipalities indicated that, as a result of MPAC's 2010 communications and training efforts, they have a better understanding of MPAC's role in supporting Municipal and School Board elections
- 94% of municipalities recognized that under the *Municipal Elections Act, 1996*, MPAC is required to provide a Preliminary List of Electors (PLE) that contains only those individuals who meet eligible elector criteria

2014 Enumeration Activities
March 15, 2013
Page 2 of 3

- 70% of municipalities stated that MPAC Institutional Enumeration efforts (Retirement Homes, Long-Term Care Facilities, Canadian Forces Bases) were not useful with approximately 43% of municipalities engaging in additional local efforts to collect elector information for these properties
Action: MPAC will be consulting further with members of the Municipal Liaison Group – Elections (MLG-E) before making a final determination on process changes for 2014
- 60% of municipalities surveyed would prefer to receive a Voter Notification File containing all residential addresses rather than just those with eligible electors
Action: MPAC is currently pursuing options for adding the roll numbers without eligible electors to a VNF product
- 56% of municipalities felt that Voters' List revisions could be compiled for submission to MPAC within 30 days following the election
- Overall, 72% of municipalities were satisfied with MPAC service delivery surrounding the 2010 enumeration/election process, although 57% of survey respondents expressed concerns related to the currency/accuracy of the PLE/VNF
Action: With respect to 'currency/accuracy', MPAC will work with municipalities to promote a better understanding of the benefits of using MPAC's 'exceptions data'.

In keeping within the framework of MPAC's current operating budget allocated to enumeration activities, the information gathered from the AMCTO survey results, coupled with further findings obtained from MPAC's post-enumeration survey and the recent Voters' List Forum, will be considered throughout the planning process for the 2014 enumeration event and beyond.

Ward/Poll Boundary Reviews/Maintenance

If your municipality is currently (or will soon be) in the process of reviewing ward/poll boundaries to determine where there may be a requirement to make revisions in preparation for the 2014 municipal election process, please contact your local Municipal Relations Representative to review the product offerings and information available from MPAC to support the review process. MPAC will begin the processing of ward/poll revisions in the fall of 2013 to ensure the existing ward/poll structure remains intact in the event of a by-election.

Municipalities will be required to review, update and submit ward/poll revisions, complete with each property's 19 digit roll number, to MPAC. Once revisions have been completed, the municipality will be required to sign-off for approval of the ward/poll changes that have been processed.

57(6)

For those municipalities contemplating a revised ward structure requiring the approval of Council, please ensure that a copy of the supporting by-law be submitted to MPAC by January 1, 2014. The deadline for submitting ward and/or poll boundary data to MPAC is usually March 31 of the election year. Boundary changes within the existing ward structure, not requiring a supporting by-law, will be completed based on requests received from the municipal clerk.

We will continue to provide updates regarding the 2014 Enumeration via a variety of communication vehicles including meetings, memos, Municipal Connect™, MPAC News and the "Communication Update" in each quarterly issue of the Municipal Status Report.

Please do not hesitate to contact your local Municipal Relations Representative for any additional information with respect to the 2014 enumeration process and/or MPAC products and services.

Thank you.



Arthur Anderson
Director, Municipal Relations

Copy Municipal Liaison Group - Enumeration
Antoni Wisniowski, President and Chief Administrative Officer
Joan Young, Vice-President, Stakeholder Relations and Communications



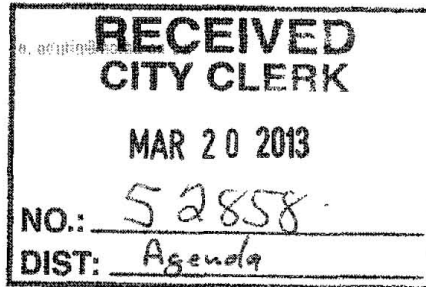
Representing the Districts of Kenora, Rainy River and Thunder Bay
20 Elm Street, Thunder Bay, ON P7N 0T6
www.noma.on.ca
P: 507.623.6582



February 28, 2013

Dear Friends:

REAL TREEHUGGER



As you are well aware, the forest industry has been under attack by environmental groups for many years. Indications that forestry has the potential to once again become a vital part of the provincial and national economy seems to have "woken the giant" as witnessed by strong opposition to proposed changes to the Endangered Species Act in the 2012 Ontario Budget and the launch of a smear campaign against Resolute Forest Products by Greenpeace in December 2012.

NOMA is stepping up in support of the forest industry. On March 1st we will launch a "REAL Treehugger" community support campaign to raise the profile of the importance of a successful forest industry for our communities. The campaign will send a message to Provincial Leaders to remind them of the importance of ensuring balance is maintained between economic, environmental and social impacts when creating and amending Ontario's regulations and legislation

The message is simple:

*A REAL Treehugger knows that sustainable forestry:
Renews and replenishes the ecosystem; promotes
Economic growth;
Accumulates more carbon; and is the
Lifeblood of communities!*

We hope that we can count on you to help spread our message:

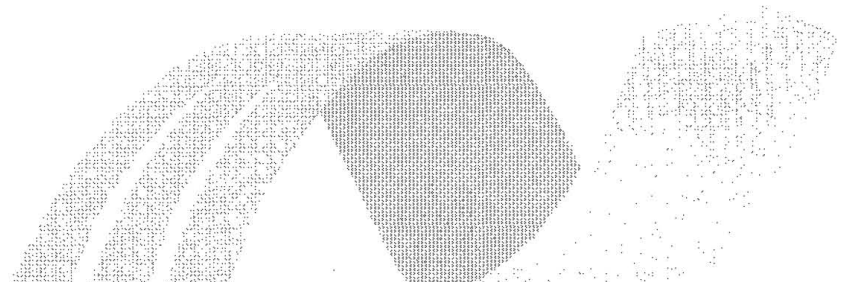
1. Email Provincial leaders to show your support for sustainable forestry
A support letter is available at www.noma.on.ca/realtreehugger
2. Follow us and retweet/share on your twitter and Facebook accounts
Twitter: @noma_nwo #realtreehugger and www.facebook.com/realtreehugger
3. Link our blog to your website to share the stories of REAL Treehuggers
www.realtreehugger.wordpress.com

We are also looking for REAL Treehuggers to profile on our blog – if you or someone you know is interested, please contact us at: admin@noma.on.ca

Thank you for your assistance.

Sincerely,

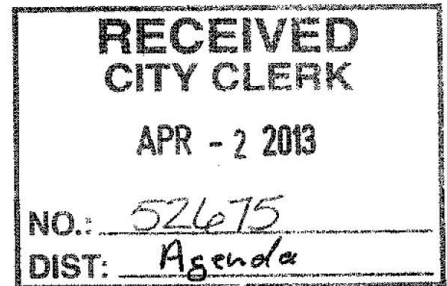
Ron Nelson
President
/cr





March 22, 2013

City of Sault Ste. Marie
Algoma District
P.O. Box 580
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1



Dear Sir or Madam:

We are writing to provide you with some background information on the increasing challenge livestock farmers face in dealing with problem predators and also to request that your municipality consider the important role of livestock guardian dogs (LGDs) when writing dog control bylaws.

Problem predators are an increasing challenge and cost for Ontario livestock farmers requiring considerable effort and resources on the part of Ontario sheep producers and the Ontario Sheep Marketing Agency (OSMA). Predation also leads to an increase in claims under the Ontario wildlife damage compensation program, resulting in more calls to municipal valuers.

Livestock management practices and predator prevention methods can reduce livestock losses. Livestock guardian animals are one of the most common forms of predation control used by Ontario sheep producers. These include dogs, donkeys and llamas with livestock guardian dogs (LGDs) being the most popular choice. However, there are instances when municipal by-laws hinder the efficient use of LGDs on farming operations as the by-laws are intended primarily for dogs kept for companionship, breeding or non-working purposes. We have reviewed work done by several Ontario municipalities where LGDs have been specifically addressed when creating or revising existing by-laws. Below are some of the primary areas of concern and suggested options for consideration by your municipality.

Defining Livestock Guardian Dogs (LGDs) and Herding Dogs

We propose that:

"Livestock Guardian Dog" (LGD) be defined as a dog that works and/or lives with domestic farm animals (e.g. cattle, sheep, poultry) to protect them while repelling predators and is used exclusively for that purpose.

"Herding Dog" means a dog that has been trained and is actively being used in a bona fide farming operation for the purposes of controlling livestock on the farm.

There are different breeds of LGDs of which the most popular breeds in Ontario include Great Pyrenees, Akbash, Kuvasz, Maremma and Anatolian Shepherd and crosses between these breeds. Although not an exhaustive list, dogs generally used for herding include Border Collies, Australian Shepherds, Blue & Red Heelers and Huntaways.

Dog Registration/Licensing Requirements

Paying annual dog registration/license fees for numerous working farm dogs can become a significant cost for sheep producers. We would encourage municipalities to exempt LGDs and herding dogs from annual license fees as is done in many jurisdictions for assistance/service dogs and working police dogs. The definition of LGDs and herding dogs as noted above could be applied to ensure bona fide breeds are proposed for exemptions.

5(d)

Requirement for Dogs to Wear a Collar and Tag

LGDs' instincts are to guard and follow the flock, sleeping and working outdoors in all kinds of weather. Collars can become snagged on branches or fences and become a skin irritant in hot or wet weather. We suggest that municipal by-laws allow owners to remove the collar and license tag (if applicable) from a guardian or herding dog while the dog is being actively used in farming practices provided that the owner uses an alternative means of identification linking the animal to the name and address of the owner, e.g. either a tattoo or microchip containing the required information.

Requirements for Kennel Licensing and/or Limitation on Number of Dogs Kept

In some areas, a person may not keep more than three dogs at the same premises without securing a kennel license. Typically, flocks of less than 200 sheep will not have more than two LGDs unless there are predator coyotes in the area in which case more dogs will be required. Coyotes are very smart and will lure the dogs away while the remaining coyotes kill the sheep or lambs from behind or will attack the dogs directly. As well, we have many larger sheep flocks in Ontario (several over 1500 animals), which would require numerous dogs to provide adequate protection especially where higher numbers of predators are present.

We would propose for your consideration that a person may keep more than three dogs at a premise without obtaining a kennel license provided:

- the person is keeping sheep upon the same premises;
- the premises is on land that is zoned agricultural;
- the person provides proof of producer registration issued in the name recorded by the Ontario Sheep Marketing Agency; and,
- the dogs are licensed annually in accordance with relevant municipal by-laws (if required)
- and that the dogs are LGDs and or herding dogs

Running At Large

A dog shall not be considered to be running at large if it is a LGD and is on their leased or owned property.

Barking Restrictions

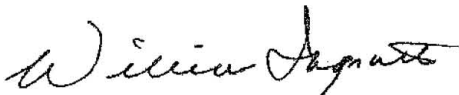
Livestock Guardian Dogs are exempt from barking restrictions if actively engaged in guarding livestock against predators. Under the Farming and Food Production Protection Act farmers are protected from nuisance complaints made by neighbours provided they are following normal farming practices. The use of guard dogs on sheep farms is a widely used practice.

OSMA wishes to work cooperatively with all levels of government to assist producers to put in place effective predator prevention techniques. We would welcome the opportunity to answer any questions you may have about predation or sheep production in general.

We would be pleased to communicate with the appropriate municipal officials in order to review with you Ontario sheep producers' needs and concerns in this area. This would occur in support of new by-laws, or amendments to existing ones, which you might be willing to consider to assist our industry in respect of this critical issue.

Thank you for your attention to this matter and we look forward to your response.

Yours truly,



General Manager
Ontario Sheep Marketing Agency

DEBBIE AMAROSO
MAYOR



5(e)
CORPORATION OF THE
CITY OF SAULT STE. MARIE

April 4, 2013

Alex Killoch
Director, Planning and Agency Relations Branch
Ministry of Energy
Regulatory Affairs and Strategic Policy Division
900 Bay Street, 5th Floor, Mowat Block
Toronto ON M7A 1C2

Dear Mr. Killoch,

The release of the Sector Review Panel's report last December 12th prompted significant outcry across the province over the recommendation that consolidation of local distribution companies (LDCs) should be forced through legislation. Municipal Councils, as sole shareholders of LDCs, the Association of Municipalities of Ontario (AMO), the Electricity Distributors Association (the EDA) and LDC managers across the province have unanimously condemned the concept of forced amalgamations. All agree that amalgamations should be encouraged, but that they should occur on a voluntary basis only, driven by the merits of the business case surrounding any proposals that may be considered.

The City of Sault Ste. Marie, AMO and the EDA made submissions to the Panel which all included, as a key recommendation, that the Province should remove barriers to amalgamation of LDCs but that such amalgamations should be on a purely voluntary basis. It was very disappointing to see the Panel produce a report where the primary recommendation was that amalgamations should be forced through legislation. Consolidation makes sense only when it is in the best interest of both the customer and the shareholder.

Prior to opening of the electricity market in Ontario in May 2002, customers of Sault Ste. Marie's Public Utilities Commission (the PUC) benefitted from electricity rates that were typically 17% lower than the rest of the province, thanks mostly to the power purchase agreement between the PUC and Great Lakes Power Ltd. (GLPL) that had been in place since 1929. The day after market opening, those same customers started paying 17% more on their power costs – nothing else changed. Deregulation, to this date, has not provided any benefit to customers of our PUC.

Sault Ste. Marie's PUC Services Inc. operates, maintains and manages the electric distribution system of PUC Distribution Inc. This system provides electricity to the residents of Sault Ste. Marie, the adjacent Rankin Reserve (Batchewana First Nation), and the adjacent Townships of Prince and Dennis, for a total of almost 33,000 customers. In addition, PUC Services operates, maintains and manages the drinking water supply and distribution system for the urban area of Sault Ste. Marie as well as the adjacent

Alex Killoch
Director, Planning and Agency Relations Branch
Ministry of Energy
April 4 2013

Page - 2 -

Rankin Reserve. This represents a total of almost 26,000 additional customers. Furthermore, PUC Services operates and maintains the wastewater treatment facilities that serve residents of Sault Ste. Marie and Rankin Reserve, approximately another 26,000 customers. Thanks to the economies of scope realized by PUC Services resulting from the synergies of shared resources utilized to serve this total of nearly 85,000 utility customers in and around Sault Ste. Marie, residential customers of PUC Services enjoy the second-lowest electric total bill in the province as well as one of the lowest combined water/wastewater bills in the province.

We commend the Minister for taking decisive action on this issue and declaring unequivocally on March 18th that the Government will not impose legislated consolidation. This is clearly the correct choice.

The negative impacts to the residents of Sault Ste. Marie and surrounding area, should the Province do anything that would require Sault Ste. Marie to separate its electric operations from its water/wastewater operations would be significant. For this reason, Sault Ste. Marie is strongly opposed to any forced merger of its electric assets with any other entity.

Our PUC has provided safe, reliable, affordable water and electricity to customers since 1917. We petition the Government to NOT do anything that would jeopardize our ability to continue the existing synergies of our shared resources. The economies of scope currently realized by PUC Services Inc. provide significant benefits to the residents and business of Sault Ste. Marie and surrounding area. Please do not take these benefits away from our constituents.

We further believe the Government should take action to eliminate barriers, whether legislative or regulatory, that prevent LDCs from expanding the scope of the services they may provide.

In order to permit other communities across the province to take advantage of the economies of scope that Sault Ste. Marie has enjoyed since 1917, we recommend the Government amend the existing Electricity Act so as to allow LDCs to own, operate, maintain and manage all forms of municipal public utilities, including drinking water, wastewater, natural gas, street lighting, telecommunications, etc.

With respect to the regulatory framework, in some respects the impact of increased regulatory burden imposed by the OEB has had further negative (i.e. increased cost) impacts on PUC customers. The onerous regulatory requirements of the OEB that are being placed on a 100% municipally owned utility seem excessive on balance to any potential benefit. For example the extensive OEB rate approval requirements do not seem warranted when the utility must answer to the shareholder for any profits or losses incurred by the utility and that same shareholder is already very much interested and responsible for many cost factors to those same customers for the extensive municipal services we provide. We would like to see reduced regulatory burden for our municipally owned utility in order to reduce electricity costs to our citizens.

Alex Killoch
Director, Planning and Agency Relations Branch
Ministry of Energy
April 4 2013

Page - 3 -

The EDA, in its submission to the Panel in 2012, proposed a Six Point Plan that would save Ontario's electricity customers approximately \$540 million annually or \$4.2 billion in present value savings over a decade. The EDA's Six Point Plan includes the following:

1. Expand the scope of LDC operations to manage water and wastewater services (\$ 180 million)
2. Permit LDCs to carry out street lighting work (\$15 million)
3. Expand LDC role in the development of CDM programs (\$20 million)
4. Improve the regulatory framework within which LDCs operate (\$15 million)
5. Curtail electricity retailer operations in the residential sector (\$260 million)
6. Enable voluntary consolidation of LDCs (\$50 million)

The EDA's recommendations on scope of services were ignored in the report and the Panel did not address how their vision may impact on the EDA's vision for achieving efficiencies through increased scope. The Panel predicts a savings of \$217 million average per year from scale and continuity benefits but leaves about \$180 million per year from increased scope benefits unrealized. In fact the Panel ignores the impact caused on current affiliates from the creation of regional distributors – many affiliates, like PUC Services Inc., share staff and other resources which could be lost.

The Panel estimates that forced consolidation would result in savings of approximately \$70 per year for every customer by the end of 10th year. If the EDA's recommendations are adopted it would result in about \$165 per year for every customer by the end of 10th year.

The EDA represents all electricity distributors across the province and is therefore well positioned to identify potential cost savings for all electrical customers in Ontario. We support the EDA's recommendations and recommend that the Government work closely with them to bring the Six Point Plan to fruition.

We thank Minister Chiarelli for considering our previous presentation and those of AMO and the EDA. The course that you have chosen, no doubt is in the best interests of electricity ratepayers of our Province. I would be happy to participate in any level of consultation or in any way possible. Please contact Renee Wysynski, Assistant to the Mayor at 705-759-5344 or by e-mail at r.wysynski@cityssm.on.ca to coordinate a meeting at your earliest convenience.

Sincerely,



Debbie Amaroso
MAYOR

Alex Killoch
Director, Planning and Agency Relations Branch
Ministry of Energy
April 4 2013

Page - 4 -

CC:

The Honourable Bob Chiarelli, Minister of Energy
The Honourable David Oraziotti, Minister of Natural Resources
City Councillors
Mr. Joseph Fratesi, CAO, The Corporation of the City of Sault Ste. Marie
Larry Guerriero, PUC Chair
Dominic Parrella, President, PUC Inc.

March 25, 2013

Andrew Horsman
Executive Director
Ontario Tire Stewardship
405 The West Mall, Suite 500
Toronto, ON M9C 5K7

Andrew,

I trust this letter finds you and your family well.

It certainly appears that OTS has been a successful initiative. Unfortunately, we seem to have a site-specific problem in Sault Ste. Marie. It has been three years since Ellsin Environmental Ltd. announced in Sault Ste. Marie a plan to eventually process 900 scrap tires per day. These tires would be transformed into syngas, oil, steel, and carbon black. All is well with the exception of carbon black. The issue has placed Ellsin into an untenable critical stage in its operations. I believe it is OTS's position that without guaranteed customers for carbon black no tires will be delivered to Ellsin.

Ellsin accepts the fact that the quality of their carbon black needed to be "tweaked" to make it marketable. They believe that have reached that stage but prospective customers require sufficient quantities to test the product in their particular process. This could be done with a limited supply of scrap tires (i.e. 2 truckloads per month). Without the supply, the operations will be at immediate risk.

Needless to say it is frustrating not only for Ellsin but for Sault Ste. Marie who has been a strong proponent and provides us another component of our "Alternative Energy Capital of North America" logo.

Some criteria we ask you to consider in the support of Ellsin:

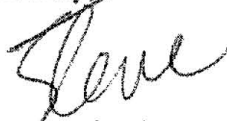
1. Approximately \$8,000,000 investment in the plant at this point in time;
2. Both the Provincial and Federal Governments have significantly contributed to this project;
3. It is an innovative, unique, environmentally-friendly process that has attracted visitors from Germany, South Africa, China, United States, two Canadian provinces;
4. The only such plant located in Northern Ontario;
5. It would employ 15-20 people when fully operational;

Page two

6. Possibility of expansion and potential for an adjacent Research and Development facility;
7. It seems unacceptable that our tires from Northern Ontario are trucked to Southern Ontario facilities.

We would request a timely and hopefully positive response to avert the closure of operations at Ellsln.

Sincerely,



Steve Butland

cc: Minister of Environment Jim Bradley
Minister of Natural Resources David Oraziatti
Bryan Hayes, MP
Daniel Kaute, CEO and President Environmental Waste International
John Febbraro, Economic Development Corporation
Tom Dodds, CEO Economic Development Corporation
Michael Scott, Executive Director, Waste Diversion Ontario

5(g)

March 4, 2013

Mr. A. Anthopoulos
General Manager
Toronto Blue Jays
c/o Holly Gentemann
1 Blue Jays Way, Suite 3200
Toronto, ON

Dear Sir;

Spring training is in full swing and I am looking forward to seeing the Jays in action next week in Florida.

I recently viewed television coverage of the Blue Jay Winter Tour in Western Canada this January. In discussion with your staff in Toronto they indicated the 2012 tour was to Eastern Canada. Not surprisingly I wondered whether Tour 2014 could be to Northern Ontario; specifically Sault Ste. Marie. To that end I have had a council resolution supporting my initiating this invitation.

I enclose information of our City of 75,000 and also a letter of support from our Sault Minor Baseball Association. We are proud of our alumni, 41 of whom have received baseball scholarships in various Canadian and American colleges/universities. (encl.) A letter of support from the association is also enclosed, as well as a copy of Sports Illustrated, Junior Edition which features the largest baseball in the world, located at our Strathclair Sports Complex. (encl.)

I anticipate that the other 4 major cities in Northern Ontario would also be keen for such a visit (North Bay, Sudbury, Timmins, Thunder Bay). Prior to confirming their support, I await your response to the invitation.

Our City would be thrilled to host whoever of the Jays could visit us, particularly the 400+ registrants in our minor baseball program.

We eagerly await your response.

Sincerely,



Steve Butland
Councillor
Sault Ste. Marie



5(9)

SOO MINOR BASEBALL ASSOCIATION INC.

P.O. BOX 1015, SAULT STE. MARIE, ONTARIO P6A 5N5

March 4, 2013

The Toronto Blue Jays

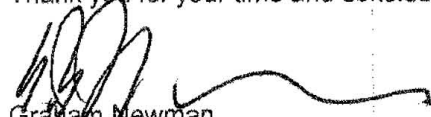
Gentlemen:

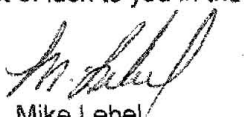
We at Soo Minor Baseball invite you to visit Sault Ste. Marie during your late fall programme.

2013 is our 40th anniversary of operation and 20th anniversary of our Sinclair Yards, 7 diamond complex. A banquet would be held at the "Bushplane Museum" giving a great chance for speeches and interaction with our players.

Mr. Butland has been kind enough to deliver this invitation along with our city council support.

Thank you for your time and consideration. Best of luck to you in the new season.


Graham Newman
Vice President
Soo Minor Baseball


Mike Lebel
President
Soo Minor Baseball

$$2 \cdot 10^4 =$$

6th:

FUTURE
'T. BAIL
LOCATION

FUTURE
GRASS
IMPROVEMENT

POLY to 5100 FUND
Am ALREADY by
8'-0"

O LIFE FOLDS
 BLEACHER
 SCOREBOARD

NEW GATE

BLACK ROAD

MOVE J

GATE
SINCLAIR YARDS

SLOWPITCH
FIELD

SAULT STE MARIE
ONTARIO
"HOME OF THE MINOR BASEBALL"

ADD 5' 2 poles 25' yellow from clwd.

Aug 8'

5

BLACK SOX ALUMNI

THE FOLLOWING ARE BLACK SOX GRADUATES THAT HAVE GONE ON TO CONTINUE TO PLAY THE GAME OF BASEBALL AT THE COLLEGE LEVEL.

Agliani, John Olivet University
Arbor, Greg Brock University
Drafted by the Toronto Blue Jays
Beacon, Clark Hope College
Belanger, Tyler Graceland University
Bergamin, JJ Kankakee College
Binkley, Tyler Seward College
Drafted by the New York Mets
Boe, Ryan Graceland University
Carter, DJ Okanogan College
Caruso, Mike Brock University
Celleti, DJ Olivet University
Coccimiglio, Remo New Mexico
Connelly, Rob Saginaw Valley State
Curry, Wyatt Hope College
Fera, Aaron Georgia College
Drafted by the Toronto Blue Jays
Grimard, Bryce Finlandia University
Hoogsteen, DJ Olivet University
Hurley, Matt Olivet University
Johns, Ryan Brock University
Koski, Pat Finlandia University
Lebel, Greg Central Michigan
Leonard, Jeff Brock University
Luck, Keith Grand Rapids
Malloy, Ryan McMaster University
Matejka, Justin Waterloo University

Myers, Ben Concordia University
O'Connor, Dan Guelph University
Piercy, Jaysson Grand Rapids
Pino, Dan Brock University
Reid, Andrew Grand Rapids
Reid, Brad Central Michigan
Drafted by the Toronto Blue Jays
Robidoux, Andre Carleton University
Rooley, Jason Olivet University
Rudolph, Creston Brock University
Sayers, Kyle Kellogg College
Softys, Justin Durham College
Suurna, Brooke Western University
Thibodeau, Dalton Oklahoma
Southern Nazarene University
Tuomi, Kai Evansville University
Drafted by the Washington Nationals
Walls, Chris Missouri Valley
Wood, Darrel Wayne State
Yukich, Jake Kankakee College



579

7th INNING STRETCH 2012

S.S. MARIE PROVINCIAL CHAMPIONS

2010 Midget "A" Champions

2008 Midget 'A' Finalists

2006 Bantam Finalists

2005 Midget 'A' Champions

2004 Midget 'A' Champions

2004 Bantam 'A' Champions

2003 Bantam 'A' Champions

2003 Mosquito Finalists

2002 Mosquito Champions

2001 Junior Finalists

2000 Junior Champions

2000 Bantam Champions

2000 Mosquito Finalists

1999 Juvenile Champions

1998 Juvenile Champions

1998 Bantam Finalists

1997 Juvenile Finalists

1995 Midget Finalists

1994 Midget Finalists

1994 Bantam Champions

1993 Midget Finalists

1988 Juvenile Finalists

1987 Mosquito Champions

1984 Bantam Champions

1982 Pee Wee Finalists

1981 Midget Champions

1981 Pee Wee Finalists

1979 Bantam Finalists

1979 Pee Wee Champions

1977 Pee Wee Finalists

1976 Mosquito Champions

1976 Midget Champions

1976 Bantam Finalists

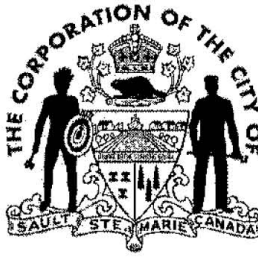


**KEEP THE
TRADITION
ALIVE!**

566 CH
11/1/01

5(h)

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 04 08

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. **Gary Schryer – Engineering & Planning – Building Division**
Complex Buildings - 2006
April 10 -12, 2013
Woodbridge, Ontario
Estimated total cost to the City - \$ 1,166.17
Estimated net cost to the City - \$ 1,166.17
2. **Rachel Tyczinski – Clerks Department**
AMCTO Zone Meeting
April 24 0 26, 2013
Sudbury, Ontario
Estimated total cost to the City - \$ 742.60
Estimated net cost to the City - \$ 742.60
3. **Madison Zuppa – Engineering & Planning Department**
Canadian Environmental Conference & Trade Show
April 29 – May 1, 2013
Mississauga, Ontario
Estimated total cost to the City - \$ 2,096.77
Estimated net cost to the City - \$ 2,096.77
4. **Malcolm White – Clerks Department**
AMCTO Annual Conference
June 9 – 12, 2013
Town of Blue Mountain, Ontario
Estimated total cost to the City - \$ 928.25
Estimated net cost to the City - \$ 928.25

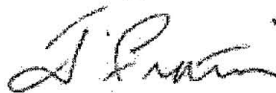
5. **Shelly Schell – Finance Department**
Ontario Reg. 284/09 Consultation
April 11 – 12, 2013
Sudbury, Ontario
Estimated total cost to the City - \$ 396.50
Estimated net cost to the City - \$ 396.50

6. **John Luszka – Human Resources Department**
OLRB – Labourers'/PUC
April 23 – 25, 2013
Toronto, Ontario
Estimated total cost to the City - \$ 1,074.43
Estimated net cost to the City - \$ 1,074.43

7. **Malcolm White – Clerks Department**
AMCTO Education Needs Assessment
April 22, 2013
Toronto, Ontario
Estimated total cost to the City - \$ 455.50
Estimated net cost to the City - \$ 455.50

8. **Nick Apostle – Community Services Department**
CRFC National Leadership Forum
June 10 – 11, 2013
Toronto, Ontario
Estimated total cost to the City - \$ 829.50
Estimated net cost to the City - \$ 829.50

Yours truly,

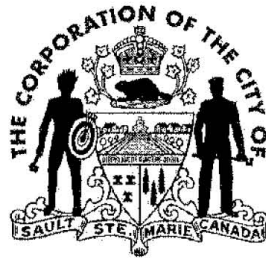


JMF: bb

Joseph M. Fratesi
Chief Administrative Officer

5(i)

Tim Gowans
Manager of Purchasing



Finance Department
Purchasing Division

2013 04 08

Mayor Debbie Amaroso and
Members of City Council

RE: RFP FOR REMOVAL & DISPOSAL OF COLLECTED HOUSEHOLD SPECIAL WASTE

PURPOSE

Attached hereto for your information and consideration is a report prepared on behalf of the Evaluation Committee concerning proposals received for the Removal & Disposal of Household Special Waste deposited at the City's Household Special Waste Facility, as required by the Public Works & Transportation Department.

BACKGROUND

The Request for Proposal was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on March 8, 2013.

ANALYSIS

Proposals from six (6) proponents were received prior to the closing date:

Brendar Environmental Inc., Kingston, ON
BuckhamTransport Limited, Peterborough, ON
Drain-All Ltd., Ottawa, ON
GFL Environmental East Corp., Pickering, ON
Hotz Environmental Services Inc., Hamilton, ON
Photech Environmental Solution Inc., St. Catherines, ON

The proposals received have been evaluated by a committee comprised of staff from the Public Works & Transportation Department, Landfill Operations – PWT, and Purchasing Division-Finance.

The proponent scoring the highest in the evaluation process was Drain-All Ltd. Drain-All Ltd. has provided household special waste collection and recycling services to municipalities throughout Ontario and Western Quebec for more than 15 years. They have been a past provider of this service to the City.

-More-

5(1)

2013 04 08

Page 2

IMPACT

Funding for this service is provided from the Household Hazardous Waste Account of the Public Works & Transportation Department. A portion of the costs of removal & disposal of this waste is refundable through the Stewardship Ontario Program.

STRATEGIC PLAN

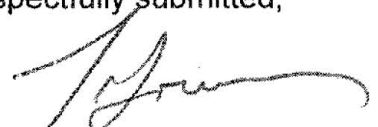
Removal & Disposal of Collected Household Special Waste is not an activity listed in the Corporate Strategic Plan. However, Reduction in Waste & Refuse is listed as a desired result under Objective 1A.

RECOMMENDATION

It is therefore my recommendation that the Proposal submitted by Drain-All Ltd. for the Removal & Disposal of Collected Household Special Waste be accepted. The contract will commence April 15, 2013 and continue for a period of 12 months allowing for further 12 month extensions by mutual agreement.

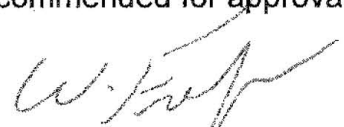
This report is submitted for Council's approval.

Respectfully submitted,



Tim Gowans
Manager of Purchasing

Recommended for approval,



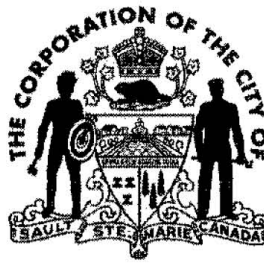
W. Freiburger
Commissioner of Finance & Treasurer

TG:nt

APPROVED FOR COUNCIL APPROVAL
ISSUED BY: [Signature]
Joseph M. Priolo
Chief Administrative Officer

5(j)

Danny Krmpotich
Local Immigration
Partnership Coordinator



Social Services
Local Immigration
Partnership

2013 04 08

Mayor Debbie Amaroso and
Members of City Council

**RE: Local Immigration Partnership Contribution Agreement Extension –
2013-4 Fiscal Year**

PURPOSE

The purpose of this report is to request Council's authorization of the 2013-14 Contribution Agreement from Citizenship and Immigration Canada, for the continuation of Sault Ste. Marie's Local Immigration Partnership.

BACKGROUND

Citizenship and Immigration Canada began providing full funding to the City of Sault Ste. Marie in September 2009 for the formation of a Local Immigration Partnership. The Local Immigration Partnership is currently made up of over 50 local organizations representing all sectors of the community. LIP concentrates on the formation of strong partnerships to implement strategies and initiatives that assist in the settlement and integration of newcomers to our community.

ANALYSIS

Citizenship and Immigration Canada, is proposing full funding for the Local Immigration Partnership from April 1, 2013 to March 31, 2014 to deliver and implement action items outlined in Sault Ste. Marie's Settlement Strategies.

IMPACT

The Local Immigration Partnership is fully funded by Citizenship and Immigration Canada. The community as a whole will benefit from the implementation of strategic plans, initiatives and programs developed through LIP.

STRATEGIC PLAN

This item is linked to Strategic Direction 3: Enhancing Quality of Life, Objective 3B – Planning for the Future

RECOMMENDATION

It is recommended that Council authorize the 2013-14 Local Immigration Partnership Contribution Agreement between the City of Sault Ste. Marie Social Services Department and Citizenship and Immigration Canada for the time period of April 1, 2013 to March 31, 2014.

-More-

5(j)

Report to Council – Local Immigration Partnership Contribution Agreement
Extension – 2013-4 Fiscal Year
2013 04 8
Page 2.

Respectfully submitted,



Danny Krmpotich
Local Immigration Partnership Coordinator

Recommended for approval,

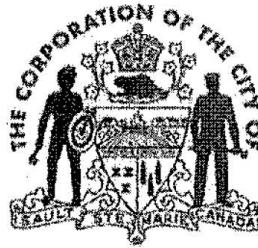


Mike Nadeau
Commissioner Social Services

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

Don Scott
Manager
Transit & Parking



5(K)
Public Works
& Transportation Department
Transit Division

2013 04 08

Mayor Debbie Amaroso and
Members of City Council
Civic Centre

RE: BUS EXTENSION TO GARDEN RIVER FIRST NATION

PURPOSE

The purpose of this report is in response to the request from Chief Lyle Sayers of the Garden River First Nation to Mayor Debbie Amaroso and City Council regarding the extension of city bus services to Garden River First Nation.

BACKGROUND

The topic of bus service to Garden River First Nation was discussed in 2008 when Jody Rebek, Managing Director of Destiny Sault Ste. Marie, inquired about the possibility. At the time Jody indicated to me that, apparently, there were some efforts to run a bus from Garden River First Nation to the Sault. Unfortunately, Jody was not able to obtain any information from the First Nation's person working on the project.

I indicated to Jody that transit service to Garden River was not in our plan as our primary planning initiative was to adjust the existing budget in order to adequately service the new Sault Area Hospital. This adjustment involved eliminating half-hour service on Saturdays to successfully deliver transit service to the SAH.

ANALYSIS

The annual cost to provide four (4) transit trips each day to the Garden River First Nation's bingo hall, golf course, Big Arrow Variety, and the band office would total \$270,820.

The current transit budget cannot absorb the \$270,820 cost required to provide four (4) daily trips to the Garden River First Nation. Transit Management has received similar requests for service to Strathclair Park and area, the Sault Ste. Marie Airport, Landslide Road/Fifth Line area, and Heyden. These requests have not been implemented due to

—More—

budget restrictions. Additionally, several of the areas are located outside of municipal boundaries.

IMPACT

The City's fleet of conventional buses averages 14 years of age. As budget currently permits we are replacing, not expanding, the fleet; therefore, we are operating the appropriate number of buses to service our existing routes. Expanded service will require additional buses.

Based upon existing fleet size and current budget, the only way transit service can be expanded is by eliminating another area of transit service and then allowing the budget to be redirected to a new service area.

STRATEGIC PLAN

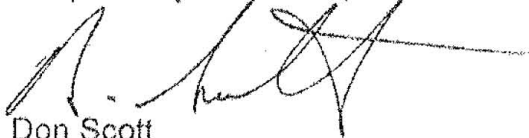
The topic of this report is not linked to any activity of the Corporate Strategic Plan.

RECOMMENDATION

In the absence of the Garden River First Nation absorbing the total cost of \$270,820 for this service plus the capital cost of a new bus, it is recommended that the Garden River First Nation establish a transportation service and coordinate their service schedule with the schedule of the Riverside Bus Route on Fournier Road. Passengers from the Garden River First Nation can then transfer to and from the Riverside Bus. This will provide access to all existing bus routes in Sault Ste. Marie.

Staff from Sault Ste. Marie Transit Services can meet with staff from Garden River First Nation to determine the appropriate bus fare.

Respectfully submitted,



Don Scott
Manager of Transit and Parking

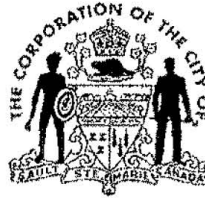
DS/ep

Recommended for approval,



Larry Girardi
Commissioner – Public Works and
Transportation

Susan Hamilton Beach, P. Eng
Deputy Commissioner



Public Works and
Transportation Department

2013 04 08

Mayor Debbie Amaroso and
Members of City Council

**RE: HOUSEHOLD SPECIAL WASTE ('HSW') DEPOT
PROVISION OF SERVICES TO SAULT NORTH PLANNING AREA**

PURPOSE

The purpose of this report is to inform Council of outstanding payments owed by Sault North Planning Area to the City of Sault Ste. Marie and seek approval to no longer allow the residents of Sault North access to the Sault Ste. Marie Household Special Waste ('HSW') Depot.

BACKGROUND

In 2006, the services of the City of Sault Ste. Marie Household Special Waste Depot were offered to many of the surrounding townships and areas. This service was to be provided at a rate of \$7.00 per household. The basis of the household count was assessment records prepared by MPAC. In total, 10 outlying communities entered into agreement with the City of Sault Ste. Marie and the service was provided to their residents.

During the time that this service arrangement was effected, the province was in the process of restructuring the funding and provision of the HSW municipal service for Ontario. City staff, at the time, understood that it was the intent of the province to fully fund this program. It is our understanding that this was stated to the outlying communities by PWT staff and provincial representatives.

Unfortunately, as Council may recall, the launch and organization of the provinces 'eco-fees' failed in 2010 and since that time - the framework for HSW funding and service has been evolving.

As stated earlier, Sault North was one of the outlying communities that entered into agreement with the City of Sault Ste. Marie for the provision of the HSW service to their residents. It is our understanding, that they disputed the MPAC household count for their area and eventually a revised number was presented by MPAC. This led to a dispute in their payment amount to the City of Sault Ste. Marie. Our records indicate that Sault North owes the City \$24,542 for the provision of this service in 2010 and 2011. Sault North was advised that staff could not retroactively affect the revised house count of MPAC. It was beyond our authority to amend past invoices.

The Corporation of the City of Sault Ste. Marie
128 Sackville Road ~ Sault Ste. Marie, ON P6B 4T6
Telephone: (705) 759-5207 ~ Fax: (705) 541-7010
www.cityssm.on.ca ~ s.hamiltonbeach@cityssm.on.ca

It should be noted that all other outlying communities paid their annual invoices for the years of 2006 – 2010.

Since the City has entered into agreement with Stewardship Ontario('SO') in 2011, the outlying areas are no longer contributing towards the program as this is a condition of our SO agreement. The service has continued to be provided to those in agreement with the City since 2006. Critical to note, is there remains a portion of the program provided by the HSW Depot that is **unfunded** and this is the burden of the taxpayers of the City of Sault Ste. Marie.

ANALYSIS

As there remains a financial burden on the taxpayers of the City of Sault Ste. Marie and the commitment to pay a rate per household was not kept by the Sault North Planning Area for the same period of time that other areas did in fact pay for their portion of the service - staff recommend that the Sault North area no longer be allowed to use the facility.

IMPACT

There may be an impact to the natural environment with this decision as residents of Sault North will have to seek alternative options for the disposal of household special waste material. As it has been stated by Sault North that they will not be paying the outstanding amount, staff recommend and the appropriate steps be taken by the Finance Department to forgive the debt.

STRATEGIC PLAN

This report does not link to the Corporate Strategic Plan.

RECOMMENDATION

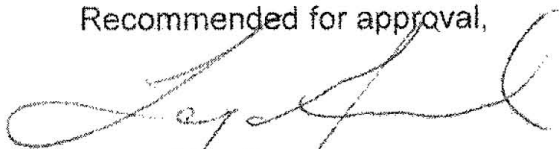
"That the report of the Deputy Commissioner concerning the provision of Household Special Waste service be accepted as information; furthermore that this service no longer be provided to the residents of Sault North; and furthermore that outstanding invoices with Sault North be forgiven."

Respectfully submitted,



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

Recommended for approval,

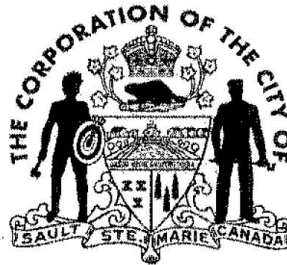


Larry Girardi
Commissioner, PWT

6(6)(a)

Jerry Dolcetti, RPP
Commissioner

Donald B. McConnell, RPP
Planning Director



ENGINEERING & PLANNING
DEPARTMENT

Planning Division

2013 04 08

Mayor Debbie Amaroso and
Members of City Council

**RE: Application No. A-8-06-Z.OP & 57T-06-501 – filed by Jane Eva Hedlund,
Catherine Shunock, 206211 Ontario Limited & Frank Shunock**

PURPOSE

The applicants are requesting an amendment to the existing draft Plan of Subdivision conditions of approval.

PROPOSED CHANGE

The applicants are requesting that the requirement for deep wells be amended to permit wells that are a minimum of 15m (50') deep.

Subject Property:

- Location – Located on the south side of Trunk Road, between Fournier Road and the eastern city limits. Civic No. 1525, 1675, 1707, 1709, 1715, 1731 Trunk Road and 834 River Road.
- Size – The property is irregular in shape, approximately 268 m (879 feet) x 476 m (1562 feet); 21.67 ha (53.5 acres).
- Present Use – Vacant land and two existing single detached dwellings.
- Owner – Jane Hedlund, Catherine Shunock, 2062111 Ontario Limited & Frank Shunock.

BACKGROUND

In 2007, City Council approved an Official Plan amendment, rezoning and draft plan of subdivision to allow for the development of a 39 lot single detached residential subdivision. The conditions of approval included a requirement that the wells be installed by a licensed well driller and drilled to the deep "bedrock contact" aquifer. This would require that wells be drilled to a depth of approximately 122 m (400 feet). The applicants have requested that this condition be amended to permit wells with a minimum depth of 15 m (50 feet).

On Wednesday, January 23, 2013 the applicants hosted a meeting with the neighbours to discuss the proposed amendment. Approximately 15 residents attended.

ANALYSIS

Conformity with the Official Plan

As part of the 2007 approval, City Council approved Official Plan Amendment No. 135 to permit the rural estate subdivision. No further amendments are required to allow for modifications to the original conditions of approval. Therefore, this request conforms to the Official Plan.

Comments

The original 2007 application included an aquifer and well yield analysis report prepared by Waters Environmental Geosciences Limited. That report concluded that "both the unconfined overburden and the confined bedrock aquifers are interpreted to be capable of supplying well yields of 2.25 cubic meters per day (or substantially greater) without significant interference effects between adjacent wells within the proposed subdivision. During testing, the aquifers were pumped at approximately 36 times this rate with only minor drawdowns noted in the pumping wells, and aquifer recovery was both rapid and complete following pump shut down."

The 2007 Waters report was peer reviewed by R.J. Burnside and Associates, a well-known firm that has completed numerous studies for the PUC and is very familiar with the community. They commented that "Burnside agrees with Waters' assessment that the likelihood for interference with any neighbouring wells is minimal."

Despite the consultant's recommendation that wells drilled to the unconfined or upper aquifer would be sufficient, the applicants proposed that all of the new wells be constructed to the confined or deeper aquifer. This decision was made to allay any concerns that the neighbours may have and was included as a condition of City Council's approval.

The cost of constructing a well to the deeper aquifer is approximately \$29,000 as opposed to \$12,000 in the upper aquifer. Given this additional cost and their consultant's recommendations, the applicants are now asking that City Council's condition of approval be amended to permit wells with a minimum depth of 15 m (50 feet).

Last fall, Waters Environmental Geosciences was asked to review their work for any concerns with modifying the approval condition to allow wells in the upper aquifer. Waters reported that "the more productive zones in the upper aquifer lie above a maximum depth of approximately 25 m (80 feet). Below this depth, the overburden appears to become progressively more clay rich in composition." In summary Waters recommended that new wells should be drilled to a depth of between 15 and 25 m (50 to 80 feet).

These comments were also peer reviewed by R.J. Burnside and Associates. They report that "Burnside considers the deep sandstone aquifer as the most secure and best source of probable water for this subdivision. However if after being informed of the alternatives

individual home owners still desire to complete their wells in the shallow sand. Burnside recommends that all wells be constructed to a minimum depth of 15 m in accordance with Ontario regulation 903. In addition, Burnside recommends that the annular seal on the wells be grouted from the top of the well screen to the surface. This should ensure that the integrity of any clay rich layers is maintained. Should post construction water testing indicate unacceptable levels of nitrate, chloride or bacteria, it will be necessary for lot owners to drill deeper wells and demonstrate that the source at depth is suitable as a potable water supply."

The Engineering Division and the PUC have reviewed this request and has no comments or objections.

IMPACT

There is no impact on municipal operations or finances associated with this request.

STRATEGIC PLAN

This request does not affect any component of the City's Corporate Strategic Plan.

SUMMARY

In 2007, City Council approved an Official Plan amendment, rezoning and draft plan of subdivision to allow for the development of a 39 lot single detached residential subdivision which included a requirement that all wells be drilled to the lower aquifer, approximately 122 m (400 feet). Based on their consultant's recommendation and peer review, the applicants have requested that this condition be amended to permit wells with a minimum depth of 15 m (50 feet).

Given the size of the unconfined or upper aquifer, the consultant believes that "a water well pumping continually at a rate of 2.25 cubic meters per day (without recharge) for 20 years would have a net drawdown of less than 0.006 m (0.2 inches). This value indicates that the potential for mutual interference between wells on adjacent lots, using the unconfined aquifer, is insignificant."

While no water quality issues are anticipated, requiring a minimum depth of 15 m (50 feet) will help to minimize any potential surface contamination.

After completing this report it was brought to staff's attention that Batchewana First Nation did not receive notice. It is the City's practice to provide notice to both First Nations when City Council is considering a planning approval within 1 kilometer of their reserves. Accordingly new notice was given and this application was deferred to City Council's April 8th meeting.

A number of submissions expressing concern with this issue have been received and are attached to the report. Garden River First Nation has indicated approval would not impact their community. Given the technical reviews that are supportive, City staff is recommending approval of this request.

RECOMMENDATION

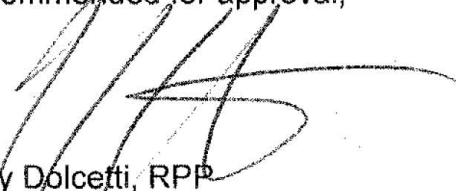
That City Council approve an amendment to the existing Plan of Subdivision Conditions of Approval to permit wells with a minimum depth of 15 m (50 feet).

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner Engineering & Planning

DM/ps

attachment(s)

6(6)(a)

Earl and Betty Rae MacDonald
60 Fournier Rd
Sault Ste. Marie, ON
P6A 6X6
Tel: (705) 759-6593

March 3, 2013

Sent by e-mail

Don McConnell
Planning Director
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6
e-mail: d.mcconnell@cityssm.on.ca

RE: Application No: A-8-06-Z.OP and 57T-06-501

Dear Mr. McConnell

We are sending this letter as our written submission to the City of Sault Ste. Marie in regards to the Official Plan Amendment request to the Draft of Subdivision conditions of Approval.

We are unable to attend the March 4th public meeting.

We are NOT in support of the applicants request that the requirement for deep wells be amended to permit wells that are a minimum of 15m deep.

Our reasons for not supporting this amendment are as follows:

1. At the initial meetings regarding the application for the subdivision, the applicants assured us our water table would not be affected as the subdivision wells would be deeper than 200 feet deep, drawing water from an entirely different aquifer, as a result of this information we did not submit any objections to the City regarding our concerns
2. The water usage from this subdivision would be more substantial than current local residents have been using, thus affecting current water table
3. We are hesitant to believe the assurance of the applicants that our water table will not be affected. It seems to us, that their oversight in well drilling costs should have been thought out more clearly in the beginning and not now after the initial application, as indicated by one of the applicants at the last meeting
4. It is our belief that proper testing by the applicants have not been adequately completed for this aquifer, and we fear that the increased water usage on this aquifer will result in losing our current water source.
5. Our neighbor has had water issues as a result of the city water testing, therefore we are concerned over increased water demand on the water table, thus negatively affecting our water source

6(b)(a)

We would like to be notified of the Council of the City of Sault Ste. Marie's decision to adopt or refuse the approval of this application.

Thank you for taking our input into consideration, we ask that the city council consider the outcomes of all those affected by this decision, not only the wishes of the applicants. We look forward to hearing from you.

Sincerely,

(original printed letter signed)

Earl and Betty Rae MacDonald

6(6)(a)

Roch and Kathy Delorme
72 Fournier Rd
Sault Ste. Marie, ON
P6A 6X6
Tel: (705) 254-2892
e-mail: rkdelorme@shaw.ca

March 3, 2013

Sent by e-mail

Don McConnell
Planning Director
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6
e-mail: d.mccconnell@cityssm.on.ca

RE: Application No: A-8-06-Z.OP and 57T-06-501

Dear Mr. McConnell

We are sending this letter as our written submission to the City of Sault Ste. Marie in regards to the Official Plan Amendment request to the Draft of Subdivision conditions of Approval.

We are unable to attend the March 4th public meeting due to work and family commitments.

We are NOT in support of the applicants request that the requirement for deep wells be amended to permit wells that are a minimum of 15m deep.

Our reasons for not supporting this amendment are as follows:

1. We are currently on a shallow well (sand point) and since we have moved here in 2003 we have had to drop our well down approximately 2 feet with the increased development in the immediate area
2. We have had to change our water pump to one with reduced suction as the water recovery rate has deteriorated
3. Our current well is at the maximum depth and with any further drop in water levels, we will be forced to put in a drilled well at considerable expense (over \$10,000)
4. On the day that the City of Sault Ste. Marie ran water tests in the East end of the city, we lost the prime in our well making us concerned that increased demand on the water table will negatively affect our water source
5. At the initial meetings regarding the application for the subdivision, the applicants assured us our water table would not be affected as the subdivision wells would be deeper than 200 feet deep, drawing water from an entirely different aquifer, as

a result of this information we did not submit any objections to the City regarding our concerns

6. The water usage from this subdivision would be more substantial than current local residents have been using, thus affecting current water table
7. We are hesitant to believe the assurance of the applicants that our water table will not be affected. It seems to us, that their oversight in well drilling costs should have been thought out more clearly in the beginning and not now after the initial application, as indicated by one of the applicants at the last meeting
8. It is our belief that proper testing by the applicants have not been adequately completed for this aquifer, and we fear that the increased water usage on this aquifer will result in losing our current water source.

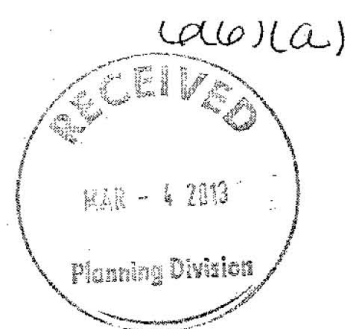
We would like to be notified of the Council of the City of Sault Ste. Marie's decision to adopt or refuse the approval of this application.

Thank you for taking our input into consideration, we ask that the city council consider the outcomes of all those affected by this decision, not only the wishes of the applicants. We look forward to hearing from you.

Sincerely,

(original printed letter signed)

Roch Delorme and Kathy Delorme



March 3rd, 2013

Reference: Application No. A-8-06-Z.OP & 57T-06-051

Attention: Don McConnell, Planning Director

I am writing with concerns that my husband and I have about the revised well depth for the properties being sold as part of 'Estates at Rivers Edge'. We are worried about the impact that 39 new households will have on the water supply for area residents at a shallower 50' depth.

We have already experienced problems at the water testing stage and have real concerns about allowing the shallower wells, 50' versus the originally promised much deeper well depth. The day a test well was pumping water behind our property we lost both our prime and pump. That morning before going to work I had no problem with the water pressure. When I came home I put a load of laundry in and went outside. By the time I came inside for a drink of water, I couldn't, as we had no water.

How long that test well had been pumping water out, I do not know. What I do know is that we lost our water while the test well was still in the process of pumping water out. We brought this concern forward at the City Hall meeting in 2007 and were told that this could not have affected our well. From our experience and the correlating activities that day, we believe that the test pump did lead to us losing our water supply.

Since City Water is not going to be brought to us or the new subdivision, we were assured that only deep wells were going to be permitted on the new lots. The argument now is that the deep wells are too expensive. This raises further concerns that cost issues for the purchase of lots in the new subdivision will outweigh water supply issues and the concerns of existing residents.

If shallower wells get approved by the City of Sault Ste. Marie and water supply problems are faced by existing residents in the area, who incurs these extra costs? Is there a provision by the City for existing residents? What is the action plan to deal with any water supply issues?

Out of fairness to existing residents we ask that you answer these questions and put an appropriate plan into place so that we do not have to incur problems or costs should issues arise due to shallower wells being approved.

We are long-time residents of this neighbourhood, having lived and brought up our family in our home since 1976. We hope to continue living here for many years to come.

Thank you for your time and consideration of our very real concerns.

Sincerely,

A handwritten signature in cursive script, appearing to read "M. Koskela".

Marja-Leena & Pentti Koskela

128 Fournier Road

marikkak@hotmail.com

Don McConnell

To: claudia devoe
Subject: RE: PLANNING APPLICATION:a-8-06-z-op

Good morning –

City Council approved this application in 2007 to permit a 39 lot rural residential subdivision. This evening, I expect that City Council will defer a decision on the well depth issue (minimum 50 feet) to their April 8th meeting. We have considerable information on the request and I would be pleased to provide you with a copy if you wish.

I will bring your concerns to City Council's attention this evening.

Don

Donald B. McConnell, MCIP RPP
Planning Director
The Corporation of the City of Sault Ste. Marie
Civic Centre, 99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6
Tel: 705.759.5375
Fax: 705.541.7165

From: claudia devoe [mailto:~~claudia.devoe@hotmail.com~~]
Sent: March 04, 2013 9:31 AM
To: Don McConnell
Subject: PLANNING APPLICATION:a-8-06-z-op

WRITTEN SUBMISSION - RIGHT TO APPEAL

Mr. Don McConnell -- Planning Director

Dear Mr. McConnell: Please be advised that we are in total disagreement of ANY TYPE of wells being drilled in our area as we and many others are on sand point wells and due to the fact that the water table has gone down drastically for many unknown and known reasons.

We would also advise you that we did not receive any type of notice from the developer or your department that there was any planning of drilling wells. We heard rumours to this possibility. We feel that the meeting scheduled for this evening should be cancelled until all parties in the area that are entitled to be notified are and therefore have a right to notify your department if they are concerned.

Yours respectfully,

Gordon and Claudia Devoe
Owners of 747 River Road, Sault Ste Marie, Ontario

Mailing address:
1539 Peoples Road, Sault Ste Marie, Ontario P6A 0B5

Don McConnell

From: WADE STEINKE <wsteinke@shaw.ca>
Sent: March 04, 2013 11:44 AM
To: Don McConnell
Subject: Application No: A-8-06-Z.OP & 57T-06-501

March 4, 2013

Attention: Mr Don McConnell and whomever it may concern;

As property owners at 735 River Road, we are appalled at not being directly notified of this application and public meeting, yet we are one of many homeowners that are the most vulnerable to any future consequences of this application if approved.

This proposal, if approved, in our opinion, will negatively affect anywhere from 30 to 60% of all our neighbors in at least a one mile radius of the applicant's property due to the size of the aquifer.

We feel that notifications of this nature of application should have been sent out to at least that many neighbors, as this type of proposal will have a type of underground effect that when considered is huge opposed to the usual applications that are proposed making changes above the ground, when only immediate neighbors should be notified.

As a result of hearing of this proposal, by word of mouth only, were we made aware just within the last 24 hours.

We have a shallow sand point well that has, for the last 16 years, provided us a good quantity and quality of drinking water for our family. This application, if approved, will likely put the quality and/or quantity of water in jeopardy in the future, due to a lowering of the water table, forcing us to either install a new drilled well at a likely cost exceeding \$10,000.00 or worse yet, have to be put onto a Municipal water system at tremendous extra cost.

We are convinced that the applicants original Subdivision approval requirements should be respected and honoured and that this application be denied outright given the long term negative impact that an approval will have.

If that cannot be accomplished, then we propose that this hearing be postponed until all the neighboring properties that are drawing their drinking water from this aquifer be given a fair chance to make wise decisions on their own rather than learning of this when it is already too late to do anything about it.

Sincerely yours,

Wade and Diana Steinke

Property owners at 735 River Road, Sault Ste.Marie

6(6)(a)

Don McConnell

From: Gilbert Clement <gilbertc6@gmail.com>
Sent: March 10, 2013 2:13 PM
To: Don McConnell
Subject: Application No. A-8-06-Z.OP & 57T-06-501

Dear Don McConnell Planning Director

This letter is in regards to the application No. A-8-06-Z.OP & 57T-06-501 by the applicants Jane Eva Hedlund, Catherine Shunock, 206211 Ontario limited & Frank Shunock.

It is my opinion that this letter to the municipal planning board of SSM should represent 20 residents, as the City of SSM or the Lawyers representing the above have failed to inform the residents of Frontenac street of the changes in regards to the application by Mr. Shunock.

The city of SSM is fully aware of the past water issues of Frontenac street that have come up over the last few years and that this issue was brought to the City's attention by Mr & Mrs Buhlmann asking for the City to consider extending the municipal water line to the Frontenac st area.

This being said we the residents are opposed to the change that Application No. A-8-06-Z.OP & 57T-06-501 will do.

We are not opposed to development and wish the applicant the best of luck on their development of Rivers Edge.

One of the reason that their development was allowed by the city planners was because the application stated that deep wells were going to be the norm in the proposal of Rivers Edge thus not affecting other wells in the area.

If the City of SSM allows the applicant to change from deep wells to shallow wells than a guarantee has to be in place to protect the residents of Frontenac St if their wells should be affected by the change like (water table dropping and having to extend the depth of their current wells) if this were to occur, than the cost of this should be place on the developer. Jane Eva Hedlund, Catherine Shunock, 206211 Ontario limited & Frank Shunock.

We ask that the City of SSM protect the residents of Frontenac St in the event that this were to occur.

Gilbert Clement
892 frontenac st
SSM ontario
P6A-0C1

6(6)(a)

Don McConnell

From: Frank Belsito <fbelsito7@hotmail.com>
Sent: March 15, 2013 1:41 PM
To: Don McConnell
Subject: Application No.: A-8-06-Z.OP & 57T-06-501

Mr. McConnell,

We are writing in regards to the application number A-8-06-Z.OP & 57T-06-501.

We would like to confirm our support of this ammendment being approved and would like to be notified regarding the decision once it has been made.

Regards,

Frank & Jessica Belsito
830 River Rd.
705-256-2084

6(6)(a)

Don McConnell

From: Linda Inberg <lindainberg@hotmail.com>
Sent: March 18, 2013 3:19 PM
To: Don McConnell
Subject: application no.:A-8-06-Z.op&57T-06-501

I am wrting in response to application A-8-06-Z.op &57T-06-501 which is a proposal to change their well requirements. I am strongly against this change. They were allowed to get their zoning because they guaranteed that they would drill deep wells. I missed the original meeting but was told by Steve Butland that the neighbours were very concerned about their water and that the only reason they quit protesting was because of this stipulation. There is no reason that they should be allowed to change this because they don't want to spend the money.

Although we have only lived here for 15 years, this property was bought in the 40's by my grandparents and has been passed down. So I have been coming here all my life. Although the level of the river has fluctuated radically over the years, the strong flowing well hasn't, until about 10 years ago. Suddenly it dropped quite a bit. I assume Mother Nature is to blame for that, since most of the houses around here were already here. BUT what will happen when several big houses with several bathrooms and nice groomed yards arrive? What will we do if our water drops more? Will we have to pay \$8-10,000 for a drilled well. One of out neighbours drilled on years ago, and the water wasn't very good. Will the city guarantee that they will run water to our homes, lots of which are way down long driveways.

When we built, we had to go before city council for our permit. Because we were in the flood plain, we had to get an (expensive) engineered footing in order to build. We followed the rules we were given. we did not wait until the dust had settled then try to get around it. I see no reason why they should, either.

from Linda and Len Inberg

733 River Road
705-759-7149

6(6)(a)

Don McConnell

From: clark mcdonnell <clark_jan@live.ca>
Sent: March 25, 2013 10:48 AM
To: Don McConnell
Subject: RE: Application No.:A-8-06-Z.OP & 57T-06-501

March 25, 2013

Attention: Mr Don McConnell and/or who it may concern:

Re:
NOTICE OF APPLICATION & PUBLIC MEETING
1525,1675,1707,1709,1715,1713 TRUNK ROAD AND 834 RIVER ROAD
Application No.:A-8-06-Z.OP & 57T-06-501
Applicants: Jane Hedlund, Catherine, Catherine Shunock, 206211 Ontario Limited & Frank Shunock

Sir and/or who it may concern:

As the current property owners (13 years) of 23 Fournier Road Sault Ste Marie, we are extremely opposed to the requested amendment to the Draft Plan Subdivision conditions of Approval. Re: Amendment of deep wells to permit wells that are a minimum of 15m (50') deep.

This proposal, if approved, in our opinion, will negatively affect anywhere from 30 to 60% of all our neighbors in at least a one mile radius of the applicant's property due to the size of the aquifer and have a type of underground effect that when considered, is huge. Hydrology is quite simple: Liken it to a cup of water with a flow in (water supply), a flow out (water table) and holes in the side (shallow wells/demand). If X number of holes in the cup maintain a certain level of flow out of the cup, Logic dictates that if you increase the number of holes (especially below the existing holes) in the cup, it will very likely affect the rate of flow out and quite possibly the level in the cup (water table). My Civil Engineering background did not bring me to this conclusion, it was simple logic.

We have a shallow sandpoint well that has, for at least 60 years, provided us and the previous owners with a good quantity and quality of drinking water for our families. This application, if approved, will likely put the quality and/or quantity of water in jeopardy in the future, due to a lowering of the water table, forcing us to either install a new drilled well at a likely cost exceeding \$10,000.00 or worse yet, have to be put onto a Municipal water system at tremendous extra cost. Living on a modest fixed income, we could not possibly afford these extra costs.

We are convinced that the applicants original Subdivision approval requirements should be respected and honoured and that this application be denied outright given the long term negative impact that an approval will have.

If that cannot be accomplished, then we propose that this hearing be postponed until all the neighboring properties (within a 1 mile radius) that are drawing their drinking water from this aquifer be notified and given a fair chance to make an informed decision on their own rather than learning of this when it is already too late to do anything about.

6(6)(a)

Sincerely yours,

Current property owners:

Clark and Janice McDonnell
23 Fournier Road
Sault Ste. Marie, On
p6a6x6

6(6)(a)

Don McConnell

From: clark mcdonnell <clark_jan@live.ca>
Sent: March 25, 2013 7:52 PM
To: Don McConnell
Subject: RE: Application No.:A-8-06-Z.OP & 57T-06-501

March 25, 2013

Attention: Mr Don McConnell and/or who it may concern:

Re:
NOTICE OF APPLICATION & PUBLIC MEETING
1525,1675,1707,1709,1715,1713 TRUNK ROAD AND 834 RIVER ROAD
Application No.:A-8-06-Z.OP & 57T-06-501
Applicants: Jane Hedlund, Catherine, Catherine Shunock, 206211 Ontario Limited & Frank Shunock

Sir and/or who it may concern:

I am given to understand that the applicants are already approved to have up to 36 new deep wells (as currently defined) drilled in their subdivision. Our concern is about those 36 new wells being put in at the similar depths that our shallow wells are at. These shallow and deep levels seem to have natural hard pans separating them which currently should not have the full negative impact that we fear would happen if these new wells are drilled at our shared shallow levels.

We ran out of well water at 23 Fournier Rd. in the mid 2000's (as well as a few other properties in the area) at our current sandpoint depth . I would not like to experience the same shortage again especially if the new proposed depth becomes a contributing factor.

I am not a hydrological Engineer, but I really do believe this application to be a real long term threat to our existing wells future viability.

Sincerely yours,

Current property owners:

Clark and Janice McDonnell
23 Fournier Road
Sault Ste.Marie, On

6(6)(a)

Mr. Ken Lajoie
4156 Queen Street East
Sault Ste. Marie, Ontario
P6A 5K9

March 26, 2013

Attention: Mr. Don McConnell

Re: Application # A-8-06-Z.OP & 577-06-501 concerning well design change.

I have addressed concerns over development in our area Queen Street East/Fournier Road several times over the last thirty some years dating back to 1980.

This area (parcel of land) under discussion has gone through two or three different proposals for development over the period.

I do not agree with the request for these shallow wells as there were concerns about this when it was proposed in 2007.

According to a Sault Star article which I have attached the developer promises wells drawn from a deep aquifer to alleviate the concerns that it could affect the existing wells drawing on the shallow aquifer.

In addition to this, the newspaper article has indicated that the two aquifers in the area have a hard layer between them that will separate the water supply between the existing homes and the supply to the homes in the planned subdivision.

This appears to be a stipulation that was agreed to for the subdivision to proceed in 2007. At this time in 2013, with the request for a change to the well water design, has the deep well water developed a problem that I now need to have a concern about or has this become a dollars and cents issue where costing for the wells have become a concern to the developer.

At the end of the Sault Star article it indicates your recommendation for approval with more than a dozen conditions. Where might a person see these conditions?

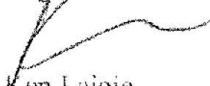
I would believe that my interpretation of the Sault Star article from 2007 if it was indeed the actual facts and not misrepresented indicates that you supported the subdivision approval and one of the supporting facts was the deep wells.

I would anticipate you would still support the drilling of the deep wells as was agreed to in 2007 which would alleviate any possibility of disturbing existing shallower wells.

Any response would be greatly appreciated. Please advise on your decision and how you came to your decision.

I previously addressed my thoughts/concerns of this development in a letter dated October 27, 2007 to Mr. Steve Butland.

Regards,


Ken Lajoie

6(6)(a)

Oct 27/07

THE SAULT STAR

SUBDIVISION: Council to consider

continued from Page A1

Algoma Public Health has completed testing in answer to concerns raised about water quality and nitrate-loading of the aquifer and nearby private wells from new septic systems. Results indicate the level of nitrates at individual property boundaries will be well below maximum acceptable limits.

McConnell said Garden River First Nation was notified of the application in early August.

A letter from the band's lawyer complains of a lack of consultation with her client. It also notes the property is part of a land claim now before the courts. The band filed a lawsuit several years ago in a dispute over the reserve's westerly boundary as defined in the Robinson-Huron Treaty of 1850.

That boundary is described as

extending 10 miles north from Partridge Point, on the St. Mary's River west of Bells Point, in the area of Falldien Road.

The boundary used in government documentation extends from a point farther east.

Garden River says the boundary was drawn incorrectly in an 1853 survey. It wants recognition of the historical western boundary and \$100 million in compensation.

The band also raised concerns with the subdivision's off-site environmental impact, specifically possible adverse effects on fishing, flora and fauna integral to aboriginal culture.

McConnell's lengthy report to council recommends approval of the zoning application and the draft subdivision plan, with more than a dozen conditions.

Oct 27/07 Residents, Garden River ring alarm about water, fish habitat

By Elaine Della-Matta
THE SAULT STAR

City planners recommend approval of a contentious estate-lot subdivision between Fournier Road and the city's eastern limit.

The application, twice deferred by city council since August, has set off alarm bells among nearby residents and Garden River First Nation, which is adjacent to the subject property.

Participants in several neighbourhood meetings raised questions about access, water quality and quantity, storm drainage, wetlands, fish habitat and shoreline management.

The proposed 39-lot subdivision on the south side of Trunk Road stretches to the St. Mary's River. Lot sizes vary but average .55 ha (1.36 acres). The property mostly is vacant, having only two single-detached dwellings.

The applicants, Jane Eva Hedlund, Catherine Shumock, Frank Shumock and an Ontario Limited numbered company, propose a subdivision that maintains as much as possible the area's trees and other natural vegetation.

The property has been used

as an informal park and includes a network of trails used by both motorized and non-motorized traffic.

The development does not include the required park space. Neighbours suggested use of the five-per-cent cash in lieu of parkland toward building a non-motorized trail to the St. Mary's River and a few parking spaces. The development includes a private boat launch and private outdoor storage area for subdivision residents.

The developer has also asked for rezoning of a portion of the property fronting on Trunk Road, from industrial to highway commercial.

The Conservation Authority welcomes the addition of the boat launch as a way to reduce the need for individual docking and to soften the impact on water life.

City planners note the storage facility would be subject to site plan reviews.

Some area neighbours questioned the effect of the subdivision on their well water supply and quality.

To alleviate their concerns, the developer promises a well draw from a deep aquifer that experts say will not impact existing wells or the shallow aquifer they draw from.

City Planning Director Don McConnell says the two aquifers in the area have a hard layer between them that will separate the water supply to existing homes and the supply to the homes in the planned subdivision.

PUC earlier said the city's water supply, which also comes from the deep aquifer, will not be at risk from the draw of 39 more homes.

More DIVISION - A2

6(6)(a)

Don McConnell

From: Pam Nolan <pnolan@grhc.ca>
Sent: March 28, 2013 3:41 PM
To: dave.hopkins@rjburnside.com
Cc: Don McConnell
Subject: Proposed Depths for Domestic Wells, River Road Subdivision File No: 300032732737.0000

Hello Mr. Hopkins;

Thank you for taking the time to speak with me this afternoon regarding the above. I asked if there was anything we should be concerned with, and through that discussion it was determined that there would be no impact to our community.

It would be appreciated if you could confirm your response through email. Again, thank you for your time and assistance.

*Pamela Nolan
Manager, Health & Social Services
Garden River First Nation Wellness Centre
(p)705-946-5710 fax 705-946-5702*

6(6)(a)

Don McConnell

From: Dave Hopkins <Dave.Hopkins@rjburnside.com>
Sent: March 28, 2013 4:00 PM
To: Pam Nolan
Cc: Don McConnell
Subject: Re: Proposed Depths for Domestic Wells, River Road Subdivision File No: 300032732737.0000

Hi Ms. Nolan. Thanks you for speaking with me today. Based on our conversation, it is my understanding that the First nation obtains its drinking water supply from a bedrock well that is about 400 feet deep. As indicated in the December 21, 2012 letter to Mr. Dan Perri at the City of Sault Ste Marie, it is Burnside's opinion that a properly constructed well completed in the bedrock will not be impacted by the proposed River Road Subdivision. You also indicated that there is a trailer park that uses a shallower well, but that water quality is regularly tested. Burnside recommends that the water quality testing include chloride and nitrate which are the most common indicators of septic system impacts. Since the new houses will utilise septic systems constructed in accordance with the Ontario Building Code, there should be no impact on the trailer park well provided that it is properly constructed and maintained. Please do not hesitate to contact me if you have any additional questions. Regards, Dave

CONFIDENTIALITY NOTICE

This electronic transmission and any accompanying attachments may contain privileged or confidential information disclosed on the basis of the individual or organization named above. Any unauthorized copying or use or dissemination of the contents of this communication by anyone other than the intended recipient is STRICTLY PROHIBITED.

If you have received this communication in error, please notify the sender at the same e-mail address, and delete this email or its contents.

Thank you

From: "Pam Nolan" <pnolan@grhc.ca>
To: <dave.hopkins@rjburnside.com>,
Cc: "Don McConnell" <d.mcconnell@cityssm.on.ca>
Date: 03/28/2013 03:42 PM
Subject: Proposed Depths for Domestic Wells, River Road Subdivision File No: 300032732737.0000

Hello Mr. Hopkins;

Thank you for taking the time to speak with me this afternoon regarding the above. I asked if there was anything we should be concerned with, and through that discussion it was determined that there would be no impact to our community.

It would be appreciated if you could confirm your response through email. Again, thank you for your time and assistance.

6(6)(a)

Don McConnell

From: Ray and Posie Sweeney <ray.posie@sympatico.ca>
Sent: March 30, 2013 8:31 PM
To: Don McConnell
Subject: Planning Application

We would like to protest the application change from deep well to shallow well as we are on a shallow well as of this time,

A-8-06-Z.OP & 57T-06-501. If more information is required do not hesitate to let us know.

Thank You

Ray & Rosemarie Sweeney
687 River Road

6(6)(a)

Don McConnell

From: markham stevenson <markhamstevenson@shaw.ca>
Sent: April 01, 2013 1:43 PM
To: Don McConnell
Cc: Steve Butland; Paul Christian
Subject: Re: Estates at River's Edge

Importance: High

Hi Don...

Thanks for the update on the request to amend deferral. I'm not sure at this time what our travel plans will be for the end of March/early April, but if I am out of town, please accept this email as my written comments on the proposed amendments in advance of the April 8 Council meeting. I remember a reference to an additional report from the City on this matter, but couldn't find it in my files. Has it been prepared and circulated? I appreciate any relevant information you can forward to me, so that I might consider all the information before writing my comments.

Despite several references in the original 2007 Well Yield Analysis Report by Waters to well test data 'not being amenable to standard assessment techniques' or 'not sufficient data', the report concludes that drawing from either the deep aquifer or the unconfined aquifer would not impact 'adjacent wells'. In other words, the report's recommendations to some extent are based on making assumptions. This forms the basis of my outstanding questions to Genivar.

In addition, it is not clear if the Waters Report's conclusion about water quantity includes existing neighborhood driven or drilled wells. Anecdotal reports about loss of water in driven wells during testing of observation wells lead me to wonder if the Waters Report's definition of 'wells' means 'drilled wells' and would not include typically shallower sand points. I suspect that most of the water supply on Fournier Road comes from sand points. That question should be clarified for local residents in the context of the current amendment request.

Finally, when reviewing more recent correspondence from both Burnside (Dec.21,2012) and Waters Environmental Geosciences (Jan.3, 2013), the recommendation for drilling to the shallow aquifer is based on the opinion that drilled wells with proper seals (as opposed to washed or driven wells) should provide adequate water quality. If the quality of water from a shallow well is not acceptable, it is suggested that lot owners in the proposed subdivision have the option of treating the water or drilling a new well to the deeper aquifer.

Missing in these more recent recommendations are any clear conclusions about water quantity for adjacent wells. In addition to potential risks to water quantity for current residents, residents should also be advised that the quality of their water supply from sand points may be vulnerable as the Burnside report implies.

Looking forward to receiving a copy of the (city)report.

UPDATE APRIL 1...still no response from Genivar, making it rather difficult to review their response to my questions. I'm beginning to suspect that there will be no response.

Regards,
Mark

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

From: "Don McConnell" <d.mcconnell@cityssm.on.ca>
To: "markham stevenson" <markhamstevenson@shaw.ca>
Cc: "Steve Butland" <s.butland@cityssm.on.ca>, "Paul Christian" <p.christian@cityssm.on.ca>
Sent: Tuesday, February 26, 2013 9:24:34 AM
Subject: RE: Estates at River's Edge

6(6)(a)

Good morning Mark -

The request to amend the required well depth for this subdivision will be deferred to City Council's April 8th meeting.

Although Public Notice was mailed out a few weeks ago, it has only recently come to my attention that Batchewana First Nation did not receive notice. It is our practice to give notice to both First Nations when City Council is dealing with a planning application within one kilometre of either. Hence, the need for the deferral.

I will forward you a copy of the report on this matter as soon as it is ready.

Please call if you have any questions on this.

Thanks, Don

6(6)(a)

Don McConnell

From: edith kesten <edith.kesten@shaw.ca>
Sent: March 27, 2013 10:51 AM
To: Don McConnell
Subject: Application No.: A-8-06-Z.OP & 57T-06-501



We are located at 4184 Queen St. East.
We do NOT agree to the proposed Plan.
We like to keep the water level the way it is.

Hermann and Edith Kesten



FREE Animations for your email

Click Here!

6(6)(a)

SUBJECT PROPERTY MAP

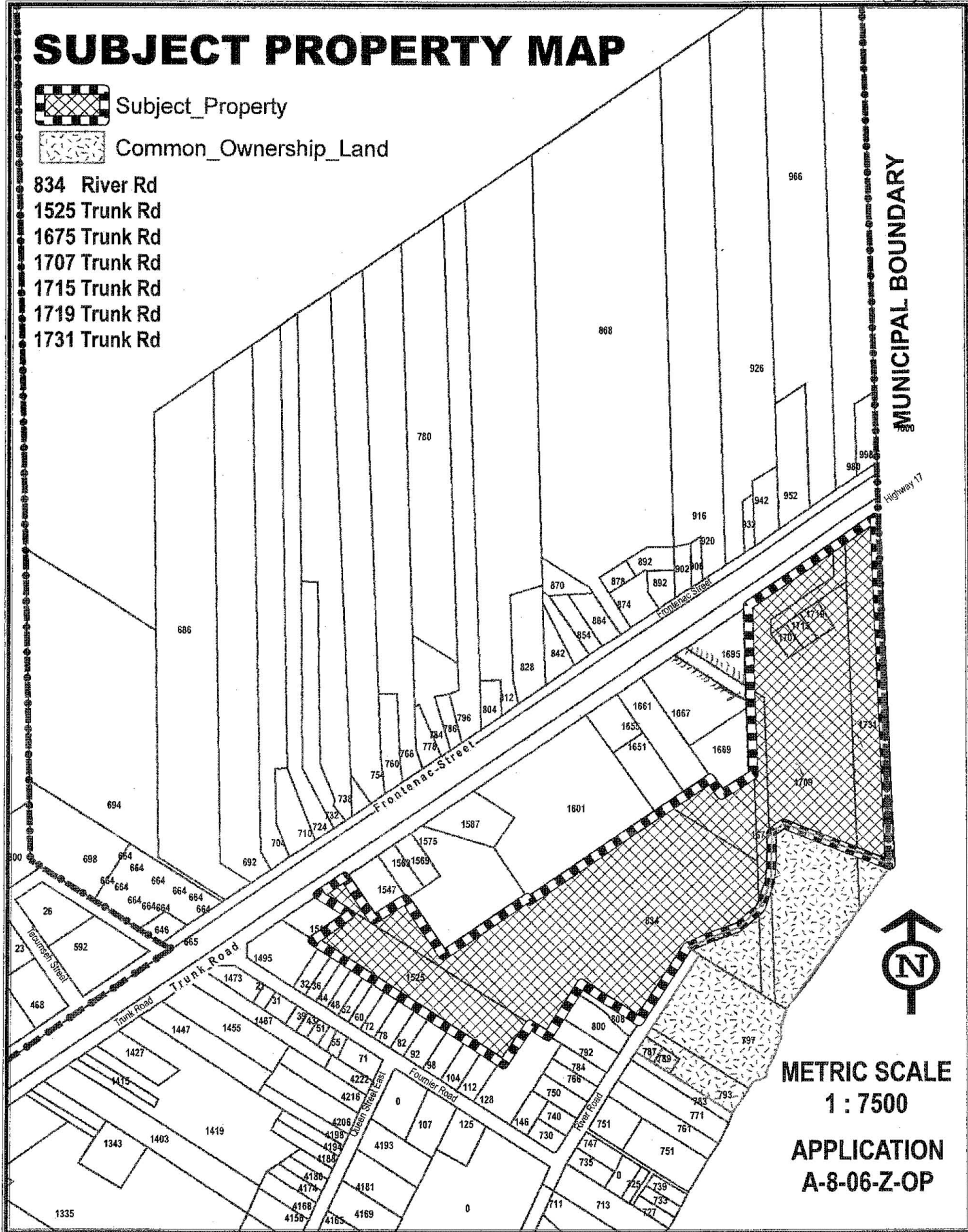


Subject_Property



Common_Ownership_Land

834 River Rd
1525 Trunk Rd
1675 Trunk Rd
1707 Trunk Rd
1715 Trunk Rd
1719 Trunk Rd
1731 Trunk Rd



MUNICIPAL BOUNDARY



METRIC SCALE
1 : 7500

APPLICATION
A-8-06-Z-OP

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-58

AGREEMENT: (P1.8) A by-law to authorize the execution of a Confidentiality Agreement between the City and Sault Ste. Marie Innovation Centre Community Geomatics Centre pertaining to registrants of the Vulnerable Persons Registry (VPR) in order to assist in preparing effective responses during emergencies.

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 City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a Confidentiality Agreement in the form of Schedule "A" attached hereto dated the 1st day of March, 2013 and made between the City and Sault Ste. Marie Innovation Centre Community Geomatics Centre pertaining to registrants of the Vulnerable Persons Registry (VPR) in order to assist in preparing effective responses during emergencies.

2. **SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

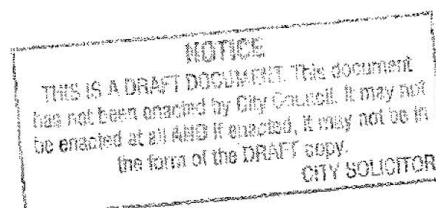
3. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of April, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE





SAULT STE MARIE
INNOVATION
CENTRE
Community Geomatics Centre

Schedule "A"



CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made as of March 1, 2013:

BETWEEN: **Sault Ste. Marie Innovation Centre**
 Community Geomatics Centre
 1520 Queen St., East, BT 100
 Sault Ste. Marie, ON
 P6A 2G4

AND: **City of Sault Ste. Marie**
 99 Foster Drive
 Sault Ste. Marie, ON
 P6A 5X6

The parties have agreed upon a business relationship with each other, more specifically:

The City of Sault Ste. Marie has agreed to receive confidential personal information pertaining to registrants of the Vulnerable Persons Registry (VPR) in order to assist in preparing effective responses during emergencies (as that term is later defined).

In the course of discussions regarding the business purpose, The Community Geomatics Centre (CGC) has agreed to the secure disclosure of authorized (as that term is later defined) personal information of VPR registrants on a monthly basis to the City of Sault Ste. Marie. The City of Sault Ste. Marie has agreed to update monthly VPR data within 15 days of receiving the email notification from the VPR Coordinator. By virtue of this Agreement, each party wishes to protect the confidentiality of such Confidential Information.

Both parties therefore agree as follows:

1. DEFINITIONS.

- (a) **"Confidential Information"** refers to any personal information, data or materials disclosed by the CGC that pertain to any VPR registrant.
- (b) **"Emergency"** in the case of the VPR refers to the following:
 - An unforeseen or sudden occurrence that occurs to a VPR registrant while within their own home, especially of a danger demanding immediate remedy or action
 - This typically would be initiated by a 911 call being placed to the address

- Isolated situations effecting smaller geographic areas within the City of Sault Ste. Marie that require emergency response planning (i.e. small scale evacuations)
 - A state of emergency; a condition, declared by a government, in which martial law applies, usually because of civil unrest or natural disaster
- (c) **"Authorized Information"** means the limits set by the CGC as to what information is to be disclosed to the Sault Ste. Marie Fire Services and the Emergency Management Coordinator for the purposes of effectively planning emergency responses
- (d) **"Government Authority"** means any governmental authority or court, tribunal, agency, department, commission, arbitrator, board, bureau, or instrumentality of Canada or any other country or territory, or domestic or foreign state, prefecture, province, commonwealth, city, county, municipality, territory, protectorate or possession.
- (e) **"Law"** means all Laws, statutes, ordinances, codes, regulations and other pronouncements having the effect of Law of any Government Authority.

2. CONFIDENTIALITY.

(a) Confidential Information Disclosures

In the performance of this Agreement the City of Sault Ste. Marie may receive the Confidential Information pertaining to the VPR from the CGC. Disclosures of Confidential Information made by the CGC (or the "*disclosing party*") to the City of Sault Ste. Marie (or the "*receiving party*"), are pursuant to all terms and conditions of this Agreement. All Confidential Information of the disclosing party will remain the exclusive property of the disclosing party. The terms and conditions of this Agreement are deemed to be Confidential Information of both parties.

(b) Exclusions

Confidential Information does not include information, data or materials that, as proved by written records:

- (i) Public Domain. are or become a part of the public domain through no act or omission on the part of the receiving party and no violation of any obligation of nondisclosure by any third party; or
- (ii) Independently Developed. are independently developed by the receiving party without reference to the disclosing party's Confidential Information, as evidenced through written records created in the normal course of the receiving party's business; or
- (iii) Third Party Source. are disclosed to the receiving party through a third party

source or series of sources without any violation of nondisclosure with respect to such information, data or materials by any source(s) in the series (however, such information only becomes Confidential Information once the receiving party is aware of such breach).

(c) Duties

Without limiting any other obligations under this Agreement, the parties agree to the following specified duties:

- (i) Nondisclosure and Uses. The receiving party must use commercially reasonable methods, at least as substantial as the methods it uses to protect its own confidential information, data and materials of a similar nature, to maintain and cause its employees to maintain the confidentiality of the Confidential Information by not copying, publishing, disclosing to third parties or using the Confidential Information; except employees of a receiving party may use the Confidential Information in order to perform the receiving party's obligations or engage in activities contemplated under the Business Purpose. A receiving party may not modify or delete any proprietary rights legend appearing in the disclosing party's Confidential Information. It is further acknowledged and agreed by the parties that the City of Sault Ste. Marie is bound by the provisions of Municipal Freedom of Information and Protection of Privacy Act.
- (ii) Advise Employees. The receiving party must advise each employee before receiving direct or indirect access to the Confidential Information of the obligations of the receiving party regarding the Confidential Information under this Agreement.
- (iii) Disclosures to Agents and Subcontractors. A receiving party may share Confidential Information with: (a) its counsel under an obligation of confidentiality and nondisclosure no less protective of the disclosing party's Confidential Information than the terms and conditions of this Agreement; and (b) its subcontractors pursuant to a written confidentiality agreement no less protective of the disclosing party's Confidential Information than this Agreement (a "*Subcontractor Confidentiality Agreement*"), provided that in no event may an counsel or subcontractor of a receiving party disclose Confidential Information to any other third party, with the exception of a Government Authority to which a disclosure may be made (for subcontractors, only pursuant to a provision in the Subcontractor Confidentiality Agreement identical to Section 2(d) (Disclosures Required by Law) of this Agreement), except that the counsel or subcontractor must give the prior notice required therein to both the receiving party and the disclosing party. Receiving party agrees to assume all liability and responsibility for such counsels' and subcontractors' compliance with and breach of the terms and conditions of this Agreement as if such counsels' and subcontractors' acts and omissions were receiving party's own.
- (iv) Notice. Upon discovery, receiving party agrees to provide disclosing party

immediate telephonic and written notice of a breach of: (a) any obligation of confidentiality and nondisclosure required hereunder prior to a disclosure; and (b) any Subcontractor Confidentiality Agreement.

- (v) Return of Confidential Information. After a request by the disclosing party, and after termination or expiration of this Agreement, receiving party must within thirty (30) days return or destroy (and certify to such destruction in writing, such certification not to be unreasonably withheld or delayed) all Confidential Information of the disclosing party, including, without limitation: (a) all tangible and electronic documents, drawings, materials, hardware, disks, tapes; and (b) all copies, notes, summaries and excerpts of any of the foregoing; and (c) all Confidential Information in the possession of any third parties to whom receiving party disclosed Confidential Information pursuant to this Agreement. Notwithstanding the foregoing, receiving party may retain Confidential Information as required by applicable Laws or orders of a Government Authority with jurisdiction over receiving party (the "**Retention Requirements**"), and any such uses or disclosures of Confidential Information by the receiving party will be limited to only those uses and disclosures mandated by the Retention Requirements.

(d) Disclosures Required by Law

In the event any Confidential Information is required to be disclosed by Law or order of any Government Authority having jurisdiction over the receiving party (including as necessary for a party to assert a claim in a court of competent jurisdiction), before any such disclosure the receiving party will make reasonable efforts to provide notice to the disclosing party reasonably sufficient to allow the disclosing party the opportunity to apply for a protective order or other restriction regarding such disclosure. In the event such Confidential Information is disclosed in such circumstances, such Confidential Information shall continue to constitute Confidential Information in all other circumstances pursuant to this Agreement.

3. TERM AND SURVIVAL.

(a) Term

The term of this Agreement (together with any renewals, the "**Term**") begins on March 1, 2013 and will continue as long as the VPR remains a service. Any changes to this agreement shall be mutually agreed to by the parties in writing.

(b) Survival

The following captioned sections survive any termination, expiration or non-renewal of this Agreement: "Nondisclosure and Uses" (only for purposes of complying with the "Return of Confidential Information" provision) and only for thirty (30) days or such longer period as necessary to comply with the Retention Requirements, also, if any personnel of a receiving party retains in their memory any specific contents of a disclosing party's Confidential Information, such specific contents may not ever be

disclosed to any third parties except under "Disclosures Required by Law"), "Return of Confidential Information", "Survival" and "General".

(c) Termination for Insolvency

If either party is adjudged insolvent or bankrupt, or upon the institution of any proceedings by it seeking relief, reorganization or arrangement under any Laws relating to insolvency, or if an involuntary petition in bankruptcy is filed against a party and the petition is not discharged within sixty (60) days after filing, or upon any assignment for the benefit of a party's creditors, or upon the appointment of a receiver, liquidator or trustee of any of a party's assets, or upon the liquidation, dissolution or winding up of its business (each, an "*Event of Bankruptcy*"), then the party affected by any Event of Bankruptcy must immediately give notice of the Event of Bankruptcy to the other party, and the other party may terminate this Agreement by notice to the affected party.

(d) Termination for Breach

If either party breaches any provision contained in this Agreement, and the breach is not cured within thirty (30) days after the breaching party receives notice of the breach from the non-breaching party, the non-breaching party may then deliver a second notice to the breaching party immediately terminating this Agreement.

4. GENERAL

Entire Agreement and Amendments. This Agreement is the entire agreement between the parties and supersedes all earlier and simultaneous agreements regarding the subject matter, including, without limitation, any invoices, business forms, purchase orders, proposals or quotations. This Agreement may be amended only in a written document, signed by both parties.

Independent Contractors, Third Party Beneficiaries, and Subcontractors. The parties acknowledge that they are independent contractors under this Agreement, and except if expressly stated otherwise, none of the parties, nor any of their employees or agents, has the power or authority to bind or obligate another party. Except if expressly stated, no third party is a beneficiary of this Agreement. Party-1 may not subcontract any obligation under this Agreement without Party-2's prior written consent. Party-2 can subcontract without Party-1's consent. Each party is responsible for its subcontractors' compliance with and breach of this Agreement as if the subcontractors' acts and omissions were the party's own.

Assignment. This Agreement binds and inures to the benefit of the parties' successors. This Agreement is not assignable, delegable, sublicenseable or otherwise transferable by any party in whole or in part without the prior written consent of the other party (or parties). Any transfer, assignment, delegation or sublicense by a party without such prior written consent is invalid. However, any party may assign this Agreement to a third party purchasing: (a) majority control of the party's equity shares; or (b) all or substantially all

of either (i) a party's assets or (ii) the assets of the party's relevant business unit under this Agreement.

No Waivers, Cumulative Remedies. A party's failure to insist upon strict performance of any provision of this Agreement is not a waiver of any of its rights under this Agreement. Except if expressly stated otherwise, all remedies under this Agreement, at Law or in equity, are cumulative and nonexclusive.

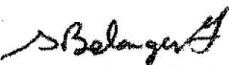
Severability. If any portion of this Agreement is held to be unenforceable, the unenforceable portion must be construed as nearly as possible to reflect the original intent of the parties, the remaining portions remain in full force and effect, and the unenforceable portion remains enforceable in all other contexts and jurisdictions.

Notices. All notices, including notices of address changes, under this Agreement must be sent by registered or certified mail or by overnight commercial delivery or by email to the address set forth in this Agreement by each party.

Captions and Plural Terms. All captions are for purposes of convenience only and are not to be used in interpretation or enforcement of this Agreement. Terms defined in the singular have the same meaning in the plural and vice versa.

IN WITNESS WHEREOF, the parties execute this Agreement as of March 1, 2013. Each person who signs this Agreement below represents that such person is fully authorized to sign this Agreement on behalf of the applicable party.

PARTY-1

By: 
 Print Name: Gerry Belanger
 Title: Privacy Officer
 Organization: Sault Ste. Marie Innovation Centre

PARTY-2

Mayor: _____
 Print Name: DEBBIE AMAROSO
 City Clerk: _____
 Print Name: MALCOLM WHITE

10(b)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-59

AGREEMENT: (C2.13(6)) A by-law to authorize the execution of a Contribution Agreement between the City and Her Majesty the Queen in right of Canada, as represented by the Minister of Citizenship, Immigration and Multiculturalism for the purpose of funding.

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 Contribution Agreement in the form of Schedule "A" attached hereto and dated the 8th day of April, 2013 and made between the City and Her Majesty the Queen in right of Canada, as represented by the Minister of Citizenship, Immigration and Multiculturalism for the purpose of funding.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

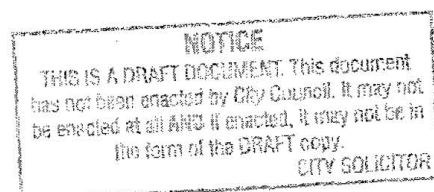
This by-law takes effect on the day of its final passing.

PASSED in open Council this 8th day of April, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

c:\LEGAL\STAFF\BYLAWS\2013\2013-59 contribution agreement





10(b)

CONTRIBUTION AGREEMENT

Between: **Her Majesty the Queen in right of Canada,
as represented by the
Minister of Citizenship, Immigration and Multiculturalism**
(hereinafter referred to as the "Department")

Mississauga CIC

3085 Glen Erin Drive

Mississauga, Ontario, L5L 1J3

(address)

and

Corporation of the City of Sault Ste. Marie

(hereinafter referred to as the "Recipient")

99 Foster Drive, P.O.Box 580

Sault Ste. Marie

Ontario, P6A 5X6

(address)

OFFICE USE	
100	File number S143295049
101	☐ Original ☒ Amendment
102	Amendment number 5

Whereas the Recipient wishes to provide services to eligible clients under the (check appropriate box):

☒ Settlement Program

☐ Resettlement Assistance Program (RAP)

and has applied to the Department for funding under the said Program;

and the Department wishes to provide a contribution to the Recipient to assist it in carrying out such services;

the Department and the Recipient undertake and agree as follows:

1.0 AGREEMENT

1.1 This Agreement, including the attached Schedules, any written instructions issued pursuant to its provisions, and any subsequent amendments thereto, constitute the entire Agreement between the Department and the Recipient, and supersedes all previous documents, negotiations, understandings and undertakings related to its subject matter.

☒ The Contribution Agreement;

☒ Schedule 1, entitled *Statement of Planned Activities and Intended Results*;

☒ Schedule 2, entitled *Description of Eligible Costs*;

☒ Schedule 3, entitled *Terms of Payments*;

☒ Schedule 4, entitled *Supplementary Terms and Conditions*

2.0 INTERPRETATION

In this Agreement, unless otherwise defined herein:

2.1 "Contribution" means a conditional transfer payment for a specified purpose pursuant to a contribution agreement that is subject to being accounted for and audited.

2.2 "Services" means the services described in Schedule 1 which are provided directly to eligible clients or which contribute indirectly to the resettlement, adaption, settlement and integration of eligible clients.

10(b)

2.3 "Eligible costs" means the costs described in Schedule 2 required by the Recipient to provide services which are:

- A) incurred and paid by the Recipient in relation to the services during the funding period, or during the fiscal year in the case of multi-year funding, or
- B) incurred by the Recipient in relation to the goods and services purchased during the last two months of the funding period and paid within sixty days of the conclusion of the funding period, and whose validity has been substantiated to the satisfaction of the Department by means of supporting documents including, but not limited to, invoices, cancelled cheques, vouchers and accounting entries.

Restrictions:

- i) Costs associated with validating credentials of eligible clients are not eligible; and
 - ii) Profit is neither a "cost" nor an "expense" and therefore may not be included as an eligible cost.
 - C) deemed to have been incurred based on a funding formula.
- 2.4 "Capital costs" means costs that the Recipient expects to incur and pay for capital assets purchased and/or leased (with option to buy and there is reasonable assurance that the lessee will obtain ownership at the end of the lease term), in whole or in part, and costing in excess of \$1000. Capital assets must be recorded according to the "whole asset" approach, taking into account the quantity of items purchased.

2.5 "Eligible client" means:

A) For the Settlement Program:

- i) Permanent Residents of Canada who have not become Canadian citizens;
- ii) Protected persons as defined in Section 95 of the Immigration and Refugee Protection Act (IRPA);
- iii) Individuals who have been selected, in Canada or overseas, to become permanent residents pending completion of medical, security and criminal verification statutory requirements, and who have been informed, by a letter from Citizenship and Immigration Canada;
- iv) Convention refugees and protected persons overseas who have been selected for resettlement in Canada by Citizenship and Immigration Canada;
- v) Live-in Caregivers
 - a) Applicants overseas who have been informed, by a letter of confirmation from Citizenship and Immigration Canada, of the approval of their temporary work permit are eligible to receive services under the Canadian Orientation Abroad (COA) initiative.
 - b) Applicants in Canada and in possession of a temporary work permit issued under the Live-in Caregiver Program are eligible for all settlement services with the exception of language training.

Restrictions:

- 1) To access language training, an eligible client must first undergo a language assessment by a qualified assessor and be of legal school-leaving age within their applicable province or territory;
- 2) Temporary workers, including those nominated under Provincial Nominee Programs, are not eligible for CIC Settlement Program Services except for those accepted under the Live-in Caregiver Program and those described in A) iii) above.

B) For the Resettlement Assistance Program:

the following individuals and their accompanying dependants, as defined in the RAP Terms and Conditions:

- i) Government-Assisted Refugees (GARs), including Joint Assisted Sponsored (JAS) refugees;
- ii) Privately Sponsored Refugees (PSR) including Visa Office Referred (VOR) clients (primarily Port of Entry Services);
- iii) Other groups admitted under a public policy established by the Minister and deemed eligible for RAP;
- iv) Eligible resettled refugees arriving on temp resident permit (e.g. Urgent Protection Cases); and
- v) One-Year Window (OYW) arrivals.

2.6 "Care for Newcomer Children" means unlicensed childcare that is provided to the children of eligible CIC clients while they attend short term and/or long term settlement services.

2.7 For the Resettlement Assistance Program, "temporary accommodation" means any form of accommodation, as deemed suitable by the Department, provided to house and shelter eligible RAP clients following their arrival in Canada.

2.8 "Funding period" means the period specified in Schedule 2 in the section entitled *Duration of Activity / Funding Period*.

2.9 "Term of Agreement" means the period during which this Agreement shall be effective, which period commences on the date the Agreement is signed by both parties and terminates one year after the end of the funding period.

10(b)

- 2.10 "Compliance audit report" means an independent assessment done by an accredited auditor (in accordance with Section 5815 of the CICA handbook) to provide assurance of a Recipient's compliance with a contribution agreement. Audited Financial Statements do not constitute a compliance audit.

3.0 CONTRIBUTION

- 3.1 In order to assist the Recipient to provide the services, and subject to the terms of the Agreement, the Department will make a contribution to the Recipient in respect of the eligible costs of the services of an amount not exceeding the lesser of:
- A) 100% of the eligible costs; or
 - B) the total maximum contribution specified in Schedule 2.
- 3.2 Costs are eligible costs for the purposes of this Agreement only if they are, in the opinion of the Department:
- A) directly related to and necessary for the provision of the services;
 - B) reasonable; and
 - C) allowable expenditures for the provision of the services.
- 3.3
- A) The total maximum contribution identified in Schedule 2 shall not be exceeded without an amendment.
 - B) New line items (within existing cost categories) shall not be added to Schedule 2 without an amendment.
 - C) Amendments will also be required for:
 - i) transfers between existing cost categories (Program Delivery and Capital) that exceed the lesser of \$100,000 or 10% of the originating cost category's fiscal year budget;
 - ii) transfers between existing line items within a cost category that exceed the lesser of \$25,000 or 25% of the originating line item within a fiscal year budget;
 - iii) extensions to the end date of the agreement; and
 - iv) changes related to the scope of the project outlined in Schedule 1.
 - D) The Recipient may reallocate eligible costs between line items with the prior written approval of the Department, under the following conditions only:
 - i) when funds are transferred between existing cost categories (Program Delivery and Capital Costs) and the transfer is the lesser of A (between 5% and 10%) or B (between \$50,000 and \$100,000) of the originating cost category's fiscal year budget; and
 - ii) when funds are transferred between existing line items within a cost category and the transfer is the lesser of A (between 10% and 25%) or B (between \$10,000 and \$25,000) of the originating line item within a fiscal year budget.
 - E) The Recipient may reallocate eligible costs between line items without the prior written approval of the Department, under the following conditions only:
 - i) when funds are transferred between existing cost categories (Program Delivery and Capital Costs) and the transfer is the lesser of \$50,000 or 5% of the originating cost category's fiscal year budget; and
 - ii) when funds are transferred between existing line items within a cost category and the transfer is the lesser of \$10,000 or 10% of the originating line item within a fiscal year budget.
 - F) In addition:
 - for the RAP program, temporary accommodation, food and incidentals per person rates as set out in Schedule 2 cannot be changed without prior written approval of the Department.
 - G) With respect to prior written approval described in clauses 3.3(D) and 3.3(F), the written communication between the Recipient and the Department shall constitute part of the Agreement and will supersede the line item details indicated in Schedule 2.
- 3.4 Additionally, in cases where the Recipient receives more funding than anticipated from any or all sources for the activities specified in the Agreement under Section 5.1, repayment of the pro-rata share of the contribution from the Department will be required by the Department.
- 3.5 Notwithstanding any other provision of this Agreement:
- A) No contribution is payable by the Department in respect to any portion of the cost of any eligible costs for which the Recipient receives a rebate or reimbursement.
 - B) Only that portion of the Provincial and/or Federal Tax (GST/HST) which is not refundable by Canada Revenue Agency as an Input Tax Credit or as a Rebate can be claimed as an eligible cost.
 - C) Any interest or any other income earned on advances of the contribution shall be accounted for by the Recipient and considered part of the contribution, be included in the calculation of claims, and may result in a repayment.

3.6 Notwithstanding section 3.1:

- A) No contribution shall be paid in respect of costs incurred with respect to a member of staff who is a member of the immediate family of the Recipient, or, if the Recipient is a corporation or an unincorporated association, who is a member of the immediate family of an officer or a director of the corporation or the unincorporated association, unless the Department is satisfied that the hiring of the staff was not the result of favouritism by reason of the staff's membership in the immediate family of the Recipient or officer or director of the Recipient, as the case may be.
- B) For the purposes of this section, "immediate family" means father, mother, stepfather, stepmother, foster parent, brother, sister, spouse, common-law partner, child (including child of common-law partner), stepchild, ward, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law or relative permanently residing with the Recipient, or officer or director of the Recipient, as the case may be.

4.0 CONDITIONS GOVERNING PAYMENT OF THE CONTRIBUTION

- 4.1 Subject to sections 4.5 and 4.6 and an appropriation by Parliament of required funds, the Department will make payments of the contribution by reimbursement, upon receipt from the Recipient of claims for eligible costs as identified in section 2.3.
- 4.2 Any payment by the Department under this Agreement is subject to there being an appropriation for the Fiscal Year in which the payment is to be made and to there being funds available; furthermore, should the Department's funds be reduced by Parliament, the Department may reduce or cancel the contribution.
- 4.3 Claims for reimbursement of eligible costs are to include supporting documents (if requested by the Department) and statements of progress against the achievement of performance objectives, as described in sections 6.6 and 6.7 and Schedule 1 of this Agreement.
- 4.4 Claims from the Recipient should be submitted according to the reporting frequency specified in Schedule 1.
- 4.5 The Department may make advance payments of a contribution in approved cases, where the Recipient has requested such payment and the request accords with conditions specified in Schedule 3.
- 4.6 The Department shall not contribute to costs incurred prior to or subsequent to the funding period except in the case of an expense for a compliance audit report that may be incurred after the end of the funding period, if such a statement is required by the Department.
- 4.7 Any overpayments, unexpended balances, amounts disallowed on audit, amounts received by the Recipient from other sources that are in excess of total anticipated amounts under section 5.1, and any refunds, rebates, and discounts that have been billed to the Department as part of actual costs, or other amounts owing to the Department by the Recipient shall be recognized as debts due to the Crown, and repaid within 30 days of receipt of notice to do so by the Department, after which time, the *Interest and Administrative Charge Regulations* will apply.
- 4.8 Amounts due to the Recipient under this Agreement may be set off against amounts owing to the Crown under legislation or previous agreements.
- 4.9 Where the Department determines that a change in reporting frequency (monthly, quarterly or semi-annual intervals) identified in Schedule 1, or holdback amount (5%, 10% or 15%) identified in Schedule 3 is warranted, it will notify the Recipient and provide details of any changes. The written communication between the Department and the Recipient shall constitute part of the Agreement and will supersede the reporting frequency or holdback amount indicated in Schedule 1 or 3 of the Agreement.

5.0 RECIPIENT'S OBLIGATIONS

The Recipient also agrees to abide by the following obligations during the entire funding period and where relevant, during the entire term of this Agreement:

- 5.1 To submit to the Department, prior to the start of the agreement, a disclosure of all confirmed or potential sources of funding or in-kind participation for program activities and/or eligible costs related to the agreement. The Recipient shall notify the Department of any changes in funding from other sources for activities related to the Agreement set out in Schedules 1 and 4, and shall do so within 30 days of their occurrence. The Recipient shall submit any changes in the funding level through an updated Forecast of Cash Flow, or as otherwise specified in Schedule 1 or 4.
- 5.2 To keep all records and provide all services during the funding period in a sustained, diligent, efficient, economical and effective manner, using qualified personnel;
- 5.3 To ensure that all personnel designated by the Recipient to provide the services described in Schedule 1 of this Agreement are authorized to work in Canada, familiar with the community they serve, and sufficiently familiar with Canadian sociocultural, economic and institutional realities to achieve the performance objectives identified in Schedule 1;

10(6)

5.4 To adhere to the following Official Language requirements:

- ☒ A) to inform eligible clients of services available in the client's official language through other organizations;
- ☒ B) to organize activities, projects, and programs to forge ties between the two official language communities;
- ☒ C) to annually consult with francophone minority communities about settlement and re-settlement programming as determined appropriate by the Department;
- ☐ D) to offer services in both official languages based on an assessment of needs by the Department; This will include:
 - i) Provision of equal quality services for the general public in both official languages, and for individuals in the language of their choice; and
 - ii) Making the public aware of services through greetings, recorded messages, announcements, broadcasts, signs, documents and other means of communication.
- ☐ E) identify the Project participants/beneficiaries and take all necessary measures to communicate and provide Project-related services to the participants/beneficiaries in English and in French as the case may require;
- ☐ F) the Department has deemed that the requirements under this section (5.4) are not applicable.

5.5 To provide the services in accordance with all applicable laws, by-laws, regulations, guidelines and requirements and, prior to the commencement of the services, to obtain such permits, licences, consents, authorizations and insurance coverage (including Directors' liability insurance and replacement insurance for capital assets) as may be required to carry out those services;

5.6 To ensure that all members of the Board of Directors:

- A) are chosen in conformity with applicable federal and provincial legislation governing corporations or unincorporated associations;
- B) are fully informed about the management and operations of the Recipient; and
- C) are familiar with the principles of Board governance.

5.7 To conform to the reporting requirements found in section 6.0 for each Agreement it has with the Department;

5.8 Where contribution agreements include provision of funds for Care for Newcomer Children services or daycare services:

- A) Where dependent children receive such services on the same premises in which their parent(s) / guardian(s) receive Settlement Program services, the Recipient must ensure all provisions of the national Care for Newcomer Children Requirements, and, where applicable, the provincial/territorial legislation(s) for licensed daycare are met.
- B) Where dependent children are placed in facilities on premises separate from those where their parent(s) / guardian(s) receive Settlement Program services, the Recipient must ensure that the contracted third party is licensed by the province/territory.

5.9 The Recipient shall notify the Department in writing within 14 days of any staff changes that relate to the management of this Agreement, as well as of any changes in the membership on the Board of Directors;

5.10 The Recipient shall notify the Department in writing of any changes to organizational policies which impact this agreement (e.g. Human resources, financial administration). Should any changes to such policies occur during the course of the Agreement, the Recipient shall provide the Department with a copy of the amended policy within 14 days of the change; and

5.11 Where special training needs of participants with disabilities have been identified, the Recipient shall submit to the Department for consideration a rationale and a budget for the cost of such enhancements.

6.0 PROGRAM MONITORING INFORMATION AND REPORTING REQUIREMENTS

In order to fulfill the Department's information, management and accountability requirements, the Recipient further agrees to abide by the following obligations:

6.1 During the entire funding period, the Recipient will:

- A) ensure that authorized representatives of the Department are permitted reasonable access, during normal business hours, to all premises on which services are being provided under this Agreement, or which provide support for these services, in order to monitor all aspects of the Recipient's compliance with its obligations under this Agreement, including the delivery of services in both official languages where applicable; and
- B) keep and maintain records containing the following information about each eligible client to whom services are provided:
 - i) Immigration identification number (eight-digit numeric Client ID number; IMM 5292, IMM 5509, or IMM 5688 number; Temporary Resident Permit number; Ministerial Permit number);
 - ii) surname;
 - iii) given name(s); and
 - iv) date of birth.

10(b)

6.2 During the entire term of the Agreement, the Recipient will:

- A) keep and maintain proper books and records in accordance with generally accepted accounting principles (GAAP) and business practices, of all assets and liabilities held, all revenues from all sources, and all expenses incurred and paid out in connection with this Agreement; and
- B) retain all invoices, receipts, proofs of payment (e.g. cancelled cheques, bank and/or credit card statements, etc.) vouchers and other supporting documents relating to the financial books and records.

6.3 For each reporting period identified in Schedule 1, during the entire term of the Agreement, the Recipient shall also submit to the Department claims for eligible costs (with supporting documents if requested by the Department), and statements of progress, both statistical and narrative, against the achievement of expected results, which are satisfactory to the Department in scope, detail, format and frequency; and which contain the following:

General requirements for all programs:

- A) a brief progress report on the completion of planned activities and achievement of expected results identified in Schedule 1, including an assessment of successes, obstacles and opportunities encountered by the Recipient in providing the services;
- B) the number of eligible clients served in each official language;
- C) statistical data as the Department may, from time to time, specify in writing; and,
- D) any additional reporting requirements identified in Schedule 1 or 4.

Requirements specific to RAP A – direct services:

- A) the number of hours of each RAP service provided to each eligible client;
- B) the names, and the Record of Permanent Residence numbers, or the Temporary Residence Permit numbers of clients to whom RAP services were provided.

6.4 The Recipient shall complete an annual project performance reporting exercise. The template will be provided by the Department, and must be submitted to the Department at the end of the Agreement for single-year Agreements (or less) or at the end of each fiscal year for multi-year Agreements;

6.5 During the entire term of the Agreement, and for six years afterwards in case of financial records and five years afterwards in case of non-financial records, the Recipient agrees to:

- A) Make such books, records and documents, as described in section 6.1, 6.2 and 6.3 available for inspection, audit and monitoring by representatives of the Department, who may make copies thereof and take extracts therefrom;
- B) Make available proper facilities for any such inspection, audit and monitoring by representatives of the Department;
- C) With respect to the books and records described in 6.1, 6.2 and 6.3 the Recipient must show evidence of a documented disposition procedure for CIC approval and provide any other information that may be required; and
- D) Send copies of the records referred to in section 6.1(B) to the Department, at such intervals, in such format and by such means as the Department may specify, for use in monitoring and evaluating the services.

6.6 During the entire term of the Agreement, and for greater certainty further to section 6.1(B), the Recipient shall comply with instructions by the Department relating to performance measurement, research, evaluation, monitoring and policy analysis of the program.

The Recipient also agrees:

- ☒ A) to use the internet-based system(s) provided by the Department and maintain internal training and support activities related to these systems. This national data collection and reporting must be satisfactory to the Department in scope, detail, format and frequency; or
- ☐ B) that additional requirements under this section 6.6 as identified by the Department, are not applicable.

6.7 The Recipient shall submit to the Department, within sixty (60) days of the end of the funding period or as otherwise specified in Schedule 1 or 4:

- A) a final claim for eligible costs (with supporting documents if requested by the Department), and a final financial report detailing actual expenditures incurred as well as a declaration of revenues received, including in-kind, for the project/activity/initiative; and
- B) a final progress report which contains the following:
 - i) an assessment of overall progress made against planned activities and intended outputs and outcomes (as specified in Schedule 1);
 - ii) an assessment of the project's impact and contribution towards longer-term settlement or resettlement outcomes for newcomer clients;
 - iii) an overall assessment of successes, obstacles and opportunities encountered by the Recipient in providing the programming/service(s); and
 - iv) reports on the actions taken to meet Official Languages obligations as identified in section 5.4.

106)

- 6.8 Recipients shall be subject to monitoring by the Department, (as set out in sections 6.1 to 6.7), in relation to their articulated planned objectives and deliverables. The Department will assess whether satisfactory outcomes have been achieved; whether demand for a particular service still exists, whether administrative documents, required reports, financial records and statements, and any other required documentation are in order; and
- 6.9 The Department may request a compliance audit report of the project/activity/initiative to ensure compliance with the terms of the agreement. The scope and timing of the compliance audit will be determined by the Department.

7.0 PRIVACY AND SECURITY OBLIGATIONS

- 7.1 Personal information collected or maintained by the Recipient is subject to the provisions of the applicable provincial/territorial privacy and access to information legislation or the *Personal Information Protection and Electronic Documents Act*, whichever is applicable.

Recipients will limit their collection of personal information to only that which is necessary for them to carry out their programming. Personal information shall be treated as confidential and not disclosed to any person, other than the client, except in accordance with applicable law. Recipients shall provide reasonable access to clients who identify themselves and request access to view the information the Recipient has collected for purposes of CIC-funded programming.

The Recipient shall take all security measures reasonably necessary, including those set out in any instructions issued by the Department for the protection of personal information against unauthorized use or disclosure.

Despite the provisions of this agreement, in the event that the Recipient is compelled to produce any personal information pursuant to any applicable legislation, regulation, or any order of any court, tribunal, administrative body or other authority with jurisdiction, it shall notify Citizenship and Immigration Canada and the affected client forthwith and where possible in advance.

- 7.2 In addition to 7.1 above as it relates to section 6.6 specifically, the Recipient agrees:

☒ A) to:

- i) display the pamphlet that explains the purpose and privacy implications of collecting client's information;
- ii) keep the pamphlet in sufficient quantities in a location visible to all clients for their easy access;
- iii) if the client is illiterate, verbally transmit in a summary way, within the capacity of the Recipient, the contents of the pamphlet;
- iv) for clients preferring to read the pamphlet in a non-official language, make the translation of the pamphlet available to these clients, as far as reasonably possible; and
- v) comply with the systems related security manual and other related Departmental policies and instructions governing security matters; or

☐ B) that additional requirements under this section (7.2) as identified by the Department, are not applicable.

- 7.3 Without limiting the generality of section 9.0, the Recipient shall be liable for claims resulting from the breach of the privacy and the confidentiality of the information in the course of the performance by the Recipient of its obligations pursuant to this Agreement. The Department will not accept any liability for damage, loss, injury, or claims of any kind, including, but not limited to, breach of confidentiality of information arising out of the performance by the Recipient of its obligations pursuant to this Agreement. The Department is not liable for the physical safekeeping and privacy of documents provided to the Recipient while such documents are in the possession or control of or under the responsibility of the Recipient, or, in the process of being transferred or transmitted to the Department.

8.0 DEFAULT

- 8.1 The following constitute events of default:

- A) The Recipient becomes bankrupt or insolvent, is placed in receivership, or takes the benefit of any statute relating to bankrupt or insolvent debtors.
- B) An order is made or a resolution is passed for the winding up of the Recipient, or the Recipient is dissolved.
- C) The Recipient is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed.
- D) The Recipient has submitted false, misleading, or inaccurate information to the Department.
- E) In the opinion of the Department, the Recipient has failed to provide the services in an acceptable manner.
- F) The activities or anticipated activities of the Recipient are contrary to Canadian law.

- 8.2 In the event of default and after consultation with the Recipient, the Department may direct that changes be made to the services.

10(6)

- 8.3 The Department may also avail itself of either or both of the following remedies, as well as any remedies otherwise available:
- A) by written notice to the Recipient in the event of default, immediately suspend any obligation by the Department to contribute or continue to contribute to the eligible costs of the services contemplated in sections 3.1 and 3.2 of this Agreement, including any obligation to pay an amount owing prior to the date of such notice, until such default is corrected to the Department's satisfaction;
 - B) by written notice to the Recipient in the event of default, immediately terminate any obligation to contribute or continue to contribute to the eligible costs of the services contemplated in sections 3.1 and 3.2 of this Agreement, including any obligation to pay an amount owing prior to the date of such notice, where the Department is of the opinion that eligible clients' needs would be better met by such termination or has determined that it would not otherwise be in the Department's interests to continue with its obligation to contribute or to continue to contribute.
- 8.4 Furthermore, in the event of default and termination of the Agreement by the Department:
- A) the Recipient shall dispose of assets as outlined in section 11.0 of this Agreement; and
 - B) the Department shall recover any amount remaining from any advance payment, as described in Schedule 3, as well as any debts due to the Crown as referred to in section 4.7.
- 8.5 The fact that the Department refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right. Moreover, the partial or limited exercise of a right conferred on the Department by this Agreement shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.
- 9.0 THIRD PARTY**
- 9.1 This Agreement is an agreement for a contribution to the Recipient only, and nothing in it or done pursuant to it is to be construed as constituting the Recipient as the Department's agent, representative, employee or co-venturer. The Recipient is in no way authorized to make a promise, agreement or contract on behalf of the Department.
- 9.2 More specifically, the Recipient shall indemnify and save harmless the Department from and against all claims, losses, damages, costs and expenses related to the performance by the Recipient of its obligations pursuant to this Agreement, including, but not limited to, the following:
- A) non-payment by the Recipient of debts, loans, capital leases or other obligations to third parties, including but not limited to the case that the Recipient becomes bankrupt or insolvent or is placed in receivership;
 - B) any injury or death of a person;
 - C) any loss or damage to property caused or alleged to be caused by the Recipient or its servants or agents in carrying out the services;
 - D) any settlement for wrongful dismissal by the Recipient; and
 - E) any infringement of the third party's intellectual property rights, including claims that stem from the use of hardware or software provided to the Recipient by the Department or acquired by the Recipient with funds pursuant to this Agreement.
- 9.3 As soon as the existence of a claim from a third party as described in section 9.2(E) is made known to the Department, the Department is entitled to prohibit the Recipient from making further use of the hardware or software described above and to issue instructions to the Recipient regarding such claims. If the Recipient does not comply with any instructions issued by the Department pursuant to section 9.2(E) and this provision, then the Department is entitled to terminate the present Agreement pursuant to section 8.0.
- 9.4 Where the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient, that they shall also be personally, jointly and severally liable for any and all obligations of the Recipient under this Agreement, and for any debt that may become due to the Department hereunder.
- 9.5 The Recipient shall not assign this Agreement in whole or in part without the prior written consent of the Department, and any assignment made without that consent is void and of no effect.
- 9.6 When the Recipient contracts for products or services which are the subject matter of this Agreement, the Recipient must:
- A) use a fair process in obtaining price quotes from prospective contractors;
 - B) ensure value for money;
 - C) retain, and readily provide to the Department on request, copies of all contracts with third parties; and
 - D) maintain accurate records of all transactions with third parties, and provide the Department with reasonable access to these records:
 - i) during the entire term of the Agreement, and
 - ii) for 6 years afterwards.

10(6)

9.7 Additionally, the Recipient must ensure that any contract entered into with third parties is consistent with this Agreement, including the following terms and conditions:

- A) Nothing in this contract or in work done pursuant to it is to be construed as creating a contractual relationship of any kind between the Department and the third party; the Recipient is in no way authorized to make a promise, agreement or contract on behalf of the Department;
- B) The third party must make available invoices, receipts, cancelled cheques, vouchers, supporting documents, books and records to the Department's representatives for inspection and audit.
- C) The third party must be bound to the same privacy and security obligations that apply to the Recipient under section 7.0 of the contribution agreement.

10.0 INTELLECTUAL PROPERTY

- 10.1 "Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (e.g., copyright, patents, industrial design, etc.), or arising from protection of information as a trade secret or as confidential information.
- 10.2 Where in the course of carrying out the services, the Recipient produces any work subject to intellectual property rights, these rights shall vest in the Recipient.
- 10.3 Recipients should, or must if applicable, negotiate a copyright license with one of the Canadian copyright licensing agencies in order to have rights on all copyright materials for use by students, instructors and administrative staff.
- 10.4 Where the production of the work has been funded, in whole or in part, by the contribution made by the Department under this Agreement, the Recipient hereby grants to the Department a non-exclusive, fully-paid and royalty-free licence to reproduce, distribute and translate the work for purposes of carrying out the Department's program objectives.
- 10.5 Additionally, with respect to any work licensed under this Section, the Recipient:
 - A) warrants that the work shall not infringe on the copyrights, trademarks or proprietary rights of others;
 - B) agrees to indemnify and save harmless the Department from all costs, expenses and damages arising from any breach of any warranty given in 10.5(A) of this Agreement; and
 - C) shall include an acknowledgment, in a form satisfactory to the Department, on any work which is produced by it with funds contributed by the Department under this Agreement, acknowledging that the work was produced with funds contributed by the Department and identifying the Recipient as being solely responsible for the content of such work.
- 10.6 If the Recipient is involved, either in or out of court, in a claim by a third party relating to the infringement of its intellectual property rights, the Recipient must inform the Department immediately in writing of the claim.
- 10.7 Section 10.0 shall survive the termination of the Agreement.

11.0 CAPITAL ASSETS

With regard to capital assets purchased in whole or in part with contribution funds, the Recipient and the Department agree that ownership of such assets rests with the Recipient, subject to the following:

- 11.1 That such assets be insured for replacement costs;
- 11.2 That an inventory of capital assets purchased with Department funds (or purchased with insurance funds, when insurance costs have been paid with funds from the Department) be kept by the Recipient. The inventory should include sufficient information such as purchase date, purchase price, make, model and serial number for easy identification of the assets;
- 11.3 That the Recipient neither sell, transfer, mortgage, lease nor otherwise dispose of any capital assets purchased with such funds without the prior written consent of the Department; and
- 11.4 That at the termination of the Agreement, and ending of the funding relationship between the Department and the Recipient, the latter will ensure that any capital assets which have been purchased with Department funds (or purchased with insurance funds, when insurance costs have been paid with funds from the Department) but which have not been physically incorporated into the premises of the Agreement holder, at the discretion of the Department:
 - A) be sold, at fair market value, and that the revenue be applied to eligible project costs, which may no longer be claimed for reimbursement;
 - B) be turned over to a registered charitable organization; assigned to another organization (as approved by the Department); or
 - C) be retained by the Agreement holder.

12.0 GENERAL

- 12.1 This Agreement may be signed in counterparts, each of which when taken together, will constitute an original Agreement.
- 12.2 The terms of this Agreement take effect as of the date the Agreement is signed by the last of the two parties to do so.
- 12.3 This Agreement is binding on the Parties and their successors and permitted assigns.
- 12.4 This Agreement may be amended with the mutual consent of the Recipient and the Department. To be valid, any amendment must be in writing, in a form satisfactory to the Department, and signed by the designated representatives of both the Recipient and the Department. Any amendment shall take effect when signed by the last of the two parties to do so.

10(6)

- 12.5 The Department may, by notice to the Recipient, suspend or terminate this Agreement, in whole or in part, at any time without cause upon not less than one month(s) written notice of intention to terminate. In the event of a termination notice being given by the Department under this section:
- A) The Recipient shall make no further commitments in relation to the Agreement and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto.
 - B) All eligible costs incurred by the Recipient up to the date of termination, not exceeding the maximum amount of the Department's contribution payable under this Agreement, will be paid by the Department, including the Recipient's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of the Department that the costs mentioned herein were actually incurred by the Recipient and the same are reasonable and properly attributable to the termination of the Agreement.
 - C) The amount of any contribution funds which remain unspent shall be promptly repaid to the Department, and such amounts shall be a debt due to the Crown.
- 12.6 A) Any notice or other communication with respect to this Agreement (the "Notice") shall be effectively given if delivered or sent by letter, facsimile, or e-mail addressed:
- i) In the case of The Department to: Manager, Integration programs
Mississauga CIC
3085 Glen Drive
Mississauga, Ontario
L5L 1J3
 - ii) In the case of the Recipient to: 99 Foster Drive, P.O.Box 580
Sault Ste. Marie, Ontario
P6A 5X6
- or to such other address, facsimile number, email address or addressed to such other individual as either party may from time to time designate in writing to the other party.
- B) Any notice that is delivered will have been received on delivery; any Notice sent by facsimile will be deemed to have been received one (1) day after having been sent; any Notice sent by e-mail will be deemed to have been received on the date that the email is sent, and any Notice mailed by regular mail will be deemed to have been received eight (8) days after being mailed.
- 12.7 The Recipient represents and warrants that the signatories to this Agreement have been duly authorized to execute and deliver this Agreement on its behalf.
- 12.8 The Recipient represents and warrants that the execution, delivery and performance of this Agreement have been duly and validly authorized and when executed and delivered will constitute a legal, valid and binding obligation of the Recipient enforceable with its terms.
- 12.9 The Recipient represents and warrants that it is under no obligation, prohibition or other disability, nor is it subject to or threatened by any actions, suits or proceedings which could or would prevent compliance with this Agreement and undertakes to advise the Department forthwith of any such occurrence during the term of this Agreement.
- 12.10 The Recipient and the Department expressly disclaim any intention to create a partnership, joint venture or joint enterprise and that nothing and no activity arising out of, related to, occasioned by or attributable to, in any way, this Agreement shall constitute or be deemed to constitute that the Recipient and the Department are related as partners, joint venturers or principal and agent in any way or for any purpose.
- 12.11 Neither the Department, nor its employees, officers or agents, will have any liability in respect of claims of any nature, including claims for injury or damages, made by any person involved in the activities that are required of the Recipient in carrying out its obligations under this agreement, and the Recipient will indemnify and save harmless the Department, its employees, officers and agents, in respect of any such claims.
- 12.12 The Recipient will obtain any necessary third party authorizations, as required to carry out its obligations under this Agreement, from third parties who have intellectual property rights or other rights affected by this Agreement. The Department will have no liability in respect of claims from any person relating to such rights, and the Recipient will indemnify and save harmless the Department from any such claims.
- 12.13 When direct client services are provided, the Recipient shall erect at a suitable location on its premises a sign in both official languages, which the Department considers appropriate, indicating that the Recipient's services are funded by the Government of Canada.
- 12.14 Where in the opinion of the Department there is a demand, the Recipient will ensure that services and documentation intended for public use be available in both of Canada's official languages.

1006)

- 12.15 The Recipient shall also publicly acknowledge the Government of Canada's contribution in the following manner:
- A) by clearly and prominently identifying the Government of Canada's contribution in the initiative, utilizing promotion and advertising tools made available by the Department and wording satisfactory to the Department, for example "The Government of Canada provides funding to support this initiative"; and
 - B) by acknowledging the Government of Canada's contribution in its announcements, interviews and ceremonies, in its advertising and promotional activities, in its speeches, lectures, publications and in its recruitment procedures.
- 12.16 Materials copyrighted to the Department and the Crown in right of Canada, remain the property of these institutions.
- 12.17 The Recipient warrants that it has not, nor has any person offered or promised to any official or employee of Her Majesty the Queen in Right of Canada, for or with a view to obtaining this Agreement any bribe, gift or other inducement, and it has not nor has any person on its behalf employed any person to solicit this Agreement for a commission, fee or any other consideration dependant upon the execution of this Agreement.
- 12.18 No member of the Senate or the House of Commons shall be admitted to any share or part of this Agreement or to any benefit arising from it that is not otherwise available to the general public.
- 12.19 It is a term of this Agreement that no current or former public servant or public office holder to whom the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Values and Ethics Code for the Public Service* applies shall derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation and codes.
- 12.20 Any person lobbying on behalf of the Recipient must be registered pursuant to the *Lobbying Act*, as amended from time to time.
- 12.21 The Parties agree that unless otherwise specified in writing in this Agreement, the law of the province where the Recipient's head office is located shall be the applicable provincial law.
- 12.22 The Recipient shall declare in writing to the Department if the Recipient or any of its officers or employees:
- A) ~~Were convicted during a period of three years prior to the Agreement by a court of law in Canada or in any other jurisdiction for an offence involving bribery or corruption; or~~
 - B) ~~Are under sanction for an offence involving bribery or corruption, imposed by a government or a governmental organization.~~

~~The Department may terminate the Agreement forthwith for default where it is found that the Recipient has omitted to declare, prior to entering into the Agreement, such conviction or sanction.~~

The Recipient acknowledges having read and understood the Agreement in its entirety and agrees with its contents. The parties hereto have signed this Agreement through duly authorized representatives:

Recipient

Debbie Amaroso

Name (Print)

Mayor

Position

Signature

Y M D

20 | 13 | 04 | 08 |

Date

The Department

Name (Print)

Signature

Recipient

Malcolm White

Name (Print)

City Clerk

Position

Signature

Y M D

2 | 0 | 13 | 04 | 08 |

Date

Position

Y M D

| | | | |

Date

**Integration Programs - Schedule 1
Statement of Planned Activities and Intended Results**

☒ Settlement Program ☐ Resettlement Program – Direct Services ☐ Resettlement Program – Indirect Services	OFFICE USE		
	100	FILE NUMBER S143295049	
	101	1. ORIGINAL 2. AMENDMENT	2
	102	AMENDMENT NUMBER	5
1 NAME OF RECIPIENT Cooperation of the City of Sault Ste. Marie			

STATEMENT OF PLANNED ACTIVITIES AND INTENDED RESULTS**LOCAL IMMIGRATION PARTNERSHIPS (LIPs)****PROJECT DESCRIPTION AND OBJECTIVE(S):**

Local Immigration Partnerships (LIPs) will provide a collaborative framework to facilitate the development and implementation of sustainable solutions for the successful integration of newcomers to Ontario that are local and regional in scope.

The overall objective of the LIPs initiative is to identify groups that will coordinate and enhance local and regional service delivery to newcomers while identifying and minimizing duplication. Strategic partnerships between service providers are to be created.

PLANNED ACTIVITIES:

To achieve the overall objective of the project, the Service Provider Organization (SPO) agrees to conduct these activities during the funding period and as otherwise specified in this agreement:

- To establish a partnership council made up of a diverse range of representatives from the community.
- To assist non-settlement service providers and the community in developing a greater understanding of newcomer needs and services.
- To support program delivery by
 - Collecting and reporting on newcomer service delivery;
 - Monitoring service delivery to newcomers in the community
 - Recommending improvements to program and service delivery;
 - Conducting research and program assessments;
 - Planning and conducting needs assessments;
 - Working with other service providers and funders;
 - Building or enhancing the capacity of service providers to delivery services to newcomers.

For the purpose of this agreement, a **partnership council** is defined as a group made up of representatives from community organizations that provide services to or have an interest in the integration of newcomers. Members can be drawn from local and regional governments, community organizations, immigrant serving agencies, language training providers, local associations or bodies, regional employment networks, economic development corporations. The partnership council is to meet regularly to develop a coordinated, comprehensive and strategic approach to immigration and integration that fits the needs of the community it represents. To advance the labour market component of a settlement strategy, the council is to liaise and consult with labour market networks in its community such as the Integrated Local Labour Market Initiative and labour market development councils. The partnership council is also required to coordinate and establish linkages with any other community planning initiatives conducted by the applicable municipal government that may be underway during the life of this agreement.

The work plan for the continued development and implementation of the Local Immigration Partnership and the Settlement and Integration Strategy for the Sault Ste. Marie was submitted in 2010. The partnership council agree to the following activities and deliverables as stated in their work plan:



FILE NUMBER S143295049

Statement of Planned Activities and Intended Results (cont'd)

Partnership Council: Maintain and develop the current LIP Partnership Council and sub-committees. The partnership council must include the participation of a wide range of community stakeholders including the municipal and/or regional government, community organizations, local associations and employers. Other relevant partners could include sector councils, regional newcomer employment networks and economic development corporations.

The LIP Partnership Council will meet on a regular basis to focus on the implementation of the action plan and the work of the sub-committees.

Implementation of the strategic plan: The implementation of the strategies as outlined in the work plan under this agreement:

- Strengthening Awareness of Immigrant Issues in the Local Community;
- Employer Training in Integration Services;
- Identify and eliminate gaps in programs and services for new arrivals and immigrants;
- Consolidate and centralize community resources and services for new immigrants;
- Address current and pending labour shortages through Immigration Strategy Development.

EXPECTED PROJECT OUTPUTS/TARGETS:

With respect to the establishment of a partnership council, the service provider agrees to provide the following deliverables:

- To establish terms of reference as detailed under the section "Definition of a Partnership Council" and provide a copy to CIC within three months of the start of the funding period.
- To hold a minimum of 6 meetings in any one year funding period.
- To prepare minutes for each meeting and to submit a copy to CIC with the following month's payment claim and narrative report on the activities of the council.

With respect to the development of a local settlement strategy, the service provider agrees to provide to CIC the following deliverables:

- An action plan for the development of a local settlement strategy that identifies key tasks, milestones, roles and responsibilities.
- A database on immigrants in the community and related service planning data.
- A report on the immigrant populations in the community, available settlement services and the capacity of service providers to provide for newcomers.
- A report on consultations held with newcomers, employers and service providers in the community.
- A local settlement strategy that indicates how the following outcomes will be achieved:
 - Improvements in accessing and coordinating services that facilitate immigrant settlement and integration.
 - Improvement in immigrants gaining access to the local and regional labour market.
 - Strengthened local and regional awareness and capacity to integrate immigrants.
 - Establishment and enhancement of partnerships that includes the participation of multiple stakeholders in planning, the coordination of newcomer service delivery of in the areas of settlement, integration, language training and labour-market integration with a focus on providers funded by Citizenship and Immigration Canada (CIC) and or the provincial Ministry of Citizenship and Immigration.
 - Ongoing communication and consultation with local and regional labour market networks.

With respect to an action plan to implement the local settlement strategy after it is developed, the service provider agrees to provide to CIC the following deliverables:

- A detailed work-plan that includes
 - the tasks, activities, roles, responsibilities and timelines that would be required to implement the local settlement strategy;



FILE NUMBER **S143295049**

Statement of Planned Activities and Intended Results (cont'd)

- o A detailed description of how ongoing community planning that is collaborative in nature will be established and maintained;
- o A plan to integrate the delivery of settlement services and minimize duplication;
- o A plan to collect data and report on the implementation of the local settlement strategy;
- o A sustainability plan for further implementation;
- o A strategy to develop performance measures and a methodology for evaluating the overall success of this project.

Dates for Deliverables for the funding period April 1st, 2013 to March 31st, 2014

The service provider agrees to submit to CIC the following deliverables on the dates specified below:

- By July 1, 2013, a copy of the partnership council terms of reference that is referred to in paragraph 6 of this schedule;
- By February 1, 2014, a draft of the local settlement strategy for review by CIC;
- By February 1, 2014, a draft of the action plan to implement the local settlement strategy for review by CIC;
- By March 15, 2014, a copy of the final version of the local settlement strategy;
- By March 15, 2014, a copy of the final version of the action plan to implement the local settlement strategy;
- For the period April 1st, 2013 to March 31st, 2013 monthly reports on the actions taken to develop the local settlement strategy plan and minutes of partnership council meetings that were held in that month.

EXPECTED PROJECT OUTCOMES:

- Partners (LIP members) are aware of newcomers' needs and develop strategies to address them
- Partners are engaged in newcomer settlement and implement strategies to address newcomers' needs
- Newcomers engage early in their settlement experience and have access to the services they need.
- Canadians provide a welcoming community to facilitate the full participation of newcomers
- Sustaining partnerships at the community level

REPORTING:

Performance Measurement Framework: Collect data and complete reports according to CIC's national LIPs Performance Measurement Framework.

Annual Progress Report: The report contains the following:

- An assessment of overall progress made against planned activities and intended outputs and outcomes (as specified in the work plan);
- An assessment of the project's impact and contribution towards the successful integration of newcomers within the community;
- An assessment of the successes, obstacles and opportunities encountered by the Sault Ste. Marie LIP in the implementation of the strategic plan; and
- An assessment of the progress made towards the sustainability of the Sault Ste. Marie LIP Partnership Council and its sub-committees.

The Recipient agrees to submit to the department:

FORECAST OF CASH FLOW

- The Department may request submission of a revised cash flow for the project.



FILE NUMBER **S143295049**

Statement of Planned Activities and Intended Results (cont'd)

CLAIMS

- Claims for reimbursement of eligible costs that support the achievement of objectives shall be submitted by the Recipient on a QUARTERLY basis and shall be accompanied by a progress report on the actual achievements of the project against planned activities and expected results identified in Schedule 1. This report is to be submitted to CIC within 10 days of the end of the reporting period.

FINAL CLAIM

- Following completion of the project, the final claims of eligible costs, shall be accompanied by a final project report detailing the actual achievements of the project against the project objective(s), planned activities, and expected results identified in Schedule 1. This report is to be submitted to CIC within 60 days of the end of the funding period.

10(6)

PART A: INTEGRATION PROGRAMS - SCHEDULE 2

Description of Eligible Costs

☒ Settlement Program ☐ Resettlement Program - Direct Services ☐ Resettlement Program - Indirect Services	
1 Name of Recipient Corporation of the City of Sault Ste. Marie	
2 Address 99 Foster Drive, P.O. Box 580, Sault Ste. Marie, ON, P6A 5X6	
3 Telephone number (705) 541-7301	4 Facsimile number (705) 759-1796
5 Description of services Local Immigration Partnership (LIP) for the Sault Ste. Marie community	
6 Duration of activity / Funding period From: 2009-04-01 To: 2014-03-31 Fiscal years: 5 YYYY-MM-DD YYYY-MM-DD	

CIC CONTRIBUTION - SEE ATTACHED FOR COST ITEMS DETAILS

7	COST CATEGORY	FY 1 2009-2010	FY 2 2010-2011	FY 3 2011-2012	FY 4 2012-2013	FY 5 2013-2014	COST CATEGORY TOTAL
	ADMINISTRATIVE	\$61,106	\$119,762	\$141,032	\$2,340	\$2,440	\$326,680
	PROGRAM DELIVERY	\$14,950	\$75,143	\$71,488	\$187,554	\$183,148	\$532,283
	CAPITAL	\$12,400					\$12,400
	TOTAL CONTRIBUTION PER FISCAL YEAR	\$88,456	\$194,905	\$212,520	\$189,894	\$185,588	\$671,363

8 For amendments only: ☒ Increase ☐ Decrease ☐ No change in agreement value Reason for amendment: Extension of the LIPs program in Sault Ste. Marie for fiscal year 2013-2014. Original file number DI08392613. Increase of \$185,588 to continue programming under LIPs.	By Amount: \$185,588
---	----------------------

106)

INTEGRATION PROGRAMS - SCHEDULE 2 Breakdown of Eligible Costs

1	Name of Recipient Corporation of the City of Sault Ste. Marie	100	File number S143295049
		112	Cost items for FY 1 2009 - 2010

ADMINISTRATIVE

Qty	Line Item	Percentage (%)	Amount for fiscal year
	Negotiated administrative cost	see DI00392613 for details	\$61,106

Total Administrative: \$61,106

PROGRAM DELIVERY

Qty	Line Item	Description / Details	Amount for fiscal year
	Please select one	Total for program delivery	\$14,950

Total Program Delivery: \$14,950

CAPITAL

Qty	Line Item	Description / Details	Amount for fiscal year
	Please select one	Total for capital costs	\$12,400

Total Capital: \$12,400

Total Maximum CIC Contribution for Fiscal Year: \$86,456

FY 1 2009 - 2010

10(b)

INTEGRATION PROGRAMS - SCHEDULE 2 Breakdown of Eligible Costs

1	Name of Recipient Corporation of the City of Sault Ste. Marie	100	File number S143295049
		112	Cost items for FY 2 2010 - 2011

ADMINISTRATIVE

Qty	Line Item	Percentage (%)	Amount for fiscal year
	Negotiated administrative costs	See DI08392613 for details	\$119,762

Total Administrative: \$119,762

PROGRAM DELIVERY

Qty	Line Item	Description / Details	Amount for fiscal year
	Please select one	Total Program Delivery	\$75,143

Total Program Delivery: \$75,143

CAPITAL

Qty	Line Item	Description / Details	Amount for fiscal year
	Please select one		

Total Capital:

Total Maximum CIC Contribution for Fiscal Year: \$194,905

FY 2 2010 - 2011

10(b)

INTEGRATION PROGRAMS - SCHEDULE 2 Breakdown of Eligible Costs

1	Name of Recipient Corporation of the City of Sault Ste. Marie	100	File number SI43295049
		112	Cost items for FY 3 2011 - 2012

ADMINISTRATIVE

Qty	Line item	Percentage (%)	Amount for fiscal year
	Negotiated administrative costs	See D108392613 for details	\$141,032

Total Administrative: \$141,032

PROGRAM DELIVERY

Qty	Line item	Description / Details	Amount for fiscal year
	Please select one	Total for Program Delivery Total for HST	\$71,488

Total Program Delivery: \$71,488

CAPITAL

Qty	Line item	Description / Details	Amount for fiscal year
	Please select one		

Total Capital:

Total Maximum CIC Contribution for Fiscal Year: \$212,520

FY 3 2011 - 2012

10(b)

INTEGRATION PROGRAMS - SCHEDULE 2 Breakdown of Eligible Costs

1	Name of Recipient Corporation of the City of Sault Ste. Marie	100	File number S143295049
		112	Cost items for FY 4 2012 - 2013

ADMINISTRATIVE

Qty	Line Item	Percentage (%)	Amount for fiscal year
	Negotiated administrative cost	See DL08392613 for details	\$2,340

Total Administrative: \$2,340

PROGRAM DELIVERY

Qty	Line Item	Description / Details	Amount for fiscal year
	Please select one	Total for program delivery Total for HST	\$187,554

Total Program Delivery: \$187,554

CAPITAL

Qty	Line Item	Description / Details	Amount for fiscal year
	Please select one		

Total Capital:

Total Maximum CIC Contribution for Fiscal Year: \$189,894

FY 4 2012 - 2013

10(b)

INTEGRATION PROGRAMS - SCHEDULE 2 Breakdown of Eligible Costs

1	Name of Recipient Corporation of the City of Sault Ste. Marie	100	File number S143295049
		112	Cost items for FY 5 2013 - 2014

ADMINISTRATIVE

Qty	Line Item	Percentage (%)	Amount for fiscal year
	Negotiated administrative rate	2%	\$2 440

Total Administrative: \$2,440

PROGRAM DELIVERY

Qty	Line Item	Description / Details	Amount for fiscal year
	Salaries, wages and benefits	Coordinator + MERCs and Benefits Program Assistant + MERCs and Benefits	\$158 198
	Publicity	Awareness Campaign	\$15 500
	Conferences and workshops	Immigration Conference	\$9 000
	Eligible GST/HST		\$450

Total Program Delivery: \$183,148

CAPITAL

Qty	Line Item	Description / Details	Amount for fiscal year
	Please select one		

Total Capital:

Total Maximum CIC Contribution for Fiscal Year: \$185,588

FY 5 2013 - 2014



10(6)

INTEGRATION PROGRAMS - SCHEDULE 3 TERMS OF PAYMENTS

☒ Settlement Program		OFFICE USE	
☐ Resettlement Program - Direct Services		100	File number S143295049
☐ Resettlement Program - Indirect Services		101	☐ Original ☒ Amendment
		102	Amendment number 5
1	Name of Recipient Corporation of the City of Sault Ste. Marie		

- 1.0 The Department will make payments of the contribution amount by reimbursement, upon receipt from the Recipient of claims for eligible costs, with supporting documents if requested by the Department, in accordance with Section 4.1 of the Agreement.
- 2.0 During the course of the Agreement, should it be determined that advance payments are warranted for achievement of program objectives, the Department will ensure that the conditions governing the need for advances as per Clause 4.5 are met. For the purposes of advance payments, the written communication between the Recipient and the Department shall constitute part of the Agreement and will supersede the advance payment clause noted in Schedule 3 of the Agreement.
- 3.0 Holdback

An amount of up to 5 % of the total agreement value will represent the holdback and be disbursed to the Recipient as a final payment on receipt and approval by the Department of the final claims for eligible costs and deliverables, including any requested supporting documents. Material submitted to the Department to support release of the holdback must be certified by a duly authorized representative of the Recipient.

**Integration Programs - Schedule 4
Supplementary Terms and Conditions**

☒ Settlement Program	OFFICE USE		
	100	FILE NUMBER	
	S143295049		
	101	1. ORIGINAL 2. AMENDMENT	2
☐ Resettlement Program – Direct Services	102	AMENDMENT NUMBER	5
☐ Resettlement Program – Indirect Services			
1 NAME OF RECIPIENT Corporation of the City of Sault Ste. Marie			

SUPPLEMENTARY TERMS AND CONDITIONS

The provisions of this Schedule shall be interpreted in conformity with those of the Agreement concluded by the Department with the Recipient.

Activity and Output reporting through the Department's system:

1. The Recipient shall use the internet-based system provided by the Department to enter information on clients served, services delivered and program support activities.
2. The Recipient shall ensure that data entry into the aforereferenced system is complete and submitted in a timely manner. Monthly client activity and service data are required to be input by the 5th working day of the following month. The Department may choose to withhold payment of invoices submitted by the Recipient if, in the opinion of the Department, the Recipient is not discharging its responsibility for data entry into the Department's system.
3. The Recipient must submit Service Count Reports along with interim and final project reports to address related project outputs.
4. The Recipient shall maintain a minimum level of computer environment. The minimum specifications are as follows:
 - A high-speed Internet connection (cable, DSL, etc.). A 56kbs modem can be used where a high-speed internet connection is not available (slower connection = performance impact).
 - A Web Browser with 128-Bit SSL Encryption (such as Internet Explorer version 7.0 or higher, Firefox X or higher, Chrome).
 - Security Protection Software which contains full version reliable and an up-dated virus scan and firewall.

Other computers may work, but performance could be affected.

Any Hardware or software provided by the department is to be used in accordance with the Agreement and any stipulations provided by the Department.

5. In order to obtain access to the Department's system, the Recipient's designated employees shall submit to the Department for approval and processing the results of an individual's Criminal Records Check with the Account Request Form, which will be provided by the Department. The Recipient shall inform the Department's Helpdesk of the date when a designated system user will cease or has ceased to be employed by the Recipient.
6. The Recipient agrees to provide updates to the Department of any changes in contact information.
7. The Recipient agrees to ensure that staff have the knowledge required to comply with the Department's data entry requirements. Training, user support materials and help desk support will be made available by the Department.
8. The Recipient's access to the Department's system shall cease once it no longer receives funding from the Department.
9. The Department shall not be held liable for actions arising out of the Recipient not taking appropriate security measures as required in this agreement. Security requirements will be outlined in the systems related security manual and associated minimum requirements list document provided by the Department.



FILE NUMBER S143295049

SUPPLEMENTARY TERMS AND CONDITIONS (cont'd)

10. The Service Delivery Provider shall submit a revised and updated Forecast of Cash Flow (FCF) identifying slippage in their operating budget prior to September 10th of each fiscal year and on occasion as requested by the CIC officer. Upon receipt of the revised FCF, the Department may initiate an amendment to the contribution agreement for the purpose of de-committing identified slippage.

Communications Protocol:

1. The Recipient shall obtain the approval of the Department before preparing and issuing any announcements, press releases, brochures, advertisements or other materials that will display the Department's logo or otherwise make reference to the Department.
2. The Recipient will advise the Department at least thirty (30) days in advance of any special event, (official opening, conference, ribbon cutting, etc.), the Recipient wishes to organize in connection with the Agreement. A special event shall only be held on a date which is mutually acceptable to the Department and the Recipient. Furthermore, the Recipient consents to having the Department or its designates participate in any such event.

OTHER:

1. The Recipient shall notify the Department 14 days before the start of the Annual General Meeting of the date, time and location of the meeting.
2. International travel is not an eligible cost and will not be reimbursed by the Department under this agreement.
3. Where childcare is part of the agreement, the Recipient must provide reasonable access to the childcare monitoring agency, as identified by CIC, for the purpose of monitoring childcare sites to ensure, and to assist with, compliance with the national Care for Newcomer Children Requirements.
4. Further to section 8.1 of the agreement, the parties agree that the Recipient will be considered in default of the contribution agreement should any of the activities contemplated by this agreement, such as, but not limited to, advisory committee meetings, outreach and networking efforts, content development workshops, or the final product(s) itself/themselves be organized with the express intent of lobbying or advocating against government policies or programs.

The parties further agree that where the Recipient has shared plans with the Department about planned activities and the Department has raised no objections in advance about those plans, those activities will not be considered to be activities organized with the express intent of lobbying or advocating against government policy or programs, provided that those activities are carried out with strict adherence to the pre-approved plans shared with the Department. Where plans are shared with the Department and the Department does object to any of the activities outlined in such plans, the Recipient will either eliminate the activities objected to, or to make changes sufficient to address the Department's concerns. Where the Recipient either refuses to eliminate the activities in question or to make the changes requested by the Department, the Recipient shall be considered in default of the contribution agreement.

**Integration Programs - Schedule 4
Supplementary Terms and Conditions**

☒ Settlement Program	OFFICE USE	
	100	FILE NUMBER
	S143295049	
	101	1. ORIGINAL 2. AMENDMENT
☐ Resettlement Program – Direct Services		2
☐ Resettlement Program – Indirect Services	102	AMENDMENT NUMBER
		5
1 NAME OF RECIPIENT		
Corporation of the City of Sault Ste. Marie		

SUPPLEMENTARY TERMS AND CONDITIONS

The provisions of this Schedule shall be interpreted in conformity with those of the Agreement concluded by the Department with the Recipient.

Activity and Output reporting through the Department's system:

1. The Recipient shall use the internet-based system provided by the Department to enter information on clients served, services delivered and program support activities.
2. The Recipient shall ensure that data entry into the aforereferenced system is complete and submitted in a timely manner. Monthly client activity and service data are required to be input by the 5th working day of the following month. The Department may choose to withhold payment of invoices submitted by the Recipient if, in the opinion of the Department, the Recipient is not discharging its responsibility for data entry into the Department's system.
3. The Recipient must submit Service Count Reports along with interim and final project reports to address related project outputs.
4. The Recipient shall maintain a minimum level of computer environment. The minimum specifications are as follows:
 - A high-speed Internet connection (cable, DSL, etc.). A 56kbs modem can be used where a high-speed internet connection is not available (slower connection = performance impact).
 - A Web Browser with 128-Bit SSL Encryption (such as Internet Explorer version 7.0 or higher, Firefox X or higher, Chrome).
 - Security Protection Software which contains full version reliable and an up-dated virus scan and firewall.Other computers may work, but performance could be affected.
Any Hardware or software provided by the department is to be used in accordance with the Agreement and any stipulations provided by the Department.
5. In order to obtain access to the Department's system, the Recipient's designated employees shall submit to the Department for approval and processing the results of an individual's Criminal Records Check with the Account Request Form, which will be provided by the Department. The Recipient shall inform the Department's Helpdesk of the date when a designated system user will cease or has ceased to be employed by the Recipient.
6. The Recipient agrees to provide updates to the Department of any changes in contact information.
7. The Recipient agrees to ensure that staff have the knowledge required to comply with the Department's data entry requirements. Training, user support materials and help desk support will be made available by the Department.
8. The Recipient's access to the Department's system shall cease once it no longer receives funding from the Department.
9. The Department shall not be held liable for actions arising out of the Recipient not taking appropriate security measures as required in this agreement. Security requirements will be outlined in the systems related security manual and associated minimum requirements list document provided by the Department.



FILE NUMBER **S143295049**

SUPPLEMENTARY TERMS AND CONDITIONS (cont'd)

10. The Service Delivery Provider shall submit a revised and updated Forecast of Cash Flow (FCF) identifying slippage in their operating budget prior to September 10th of each fiscal year and on occasion as requested by the CIC officer. Upon receipt of the revised FCF, the Department may initiate an amendment to the contribution agreement for the purpose of de-committing identified slippage.

Communications Protocol:

1. The Recipient shall obtain the approval of the Department before preparing and issuing any announcements, press releases, brochures, advertisements or other materials that will display the Department's logo or otherwise make reference to the Department.
2. The Recipient will advise the Department at least thirty (30) days in advance of any special event, (official opening, conference, ribbon cutting, etc.), the Recipient wishes to organize in connection with the Agreement. A special event shall only be held on a date which is mutually acceptable to the Department and the Recipient. Furthermore, the Recipient consents to having the Department or its designates participate in any such event.

OTHER:

1. The Recipient shall notify the Department 14 days before the start of the Annual General Meeting of the date, time and location of the meeting.
2. International travel is not an eligible cost and will not be reimbursed by the Department under this agreement.
3. Where childcare is part of the agreement, the Recipient must provide reasonable access to the childcare monitoring agency, as identified by CIC, for the purpose of monitoring childcare sites to ensure, and to assist with, compliance with the national Care for Newcomer Children Requirements.
4. Further to section 8.1 of the agreement, the parties agree that the Recipient will be considered in default of the contribution agreement should any of the activities contemplated by this agreement, such as, but not limited to, advisory committee meetings, outreach and networking efforts, content development workshops, or the final product(s) itself/themselves be organized with the express intent of lobbying or advocating against government policies or programs.

The parties further agree that where the Recipient has shared plans with the Department about planned activities and the Department has raised no objections in advance about those plans, those activities will not be considered to be activities organized with the express intent of lobbying or advocating against government policy or programs, provided that those activities are carried out with strict adherence to the pre-approved plans shared with the Department. Where plans are shared with the Department and the Department does object to any of the activities outlined in such plans, the Recipient will either eliminate the activities objected to, or to make changes sufficient to address the Department's concerns. Where the Recipient either refuses to eliminate the activities in question or to make the changes requested by the Department, the Recipient shall be considered in default of the contribution agreement.

10(c)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2013-57

ZONING: A by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning lands located at 210 Greenfield Drive.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 34 of the *Planning Act*, R.S.O. 1990, chapter P.13 and amendments thereto, **ENACTS** as follows:

1. 210 GREENFIELD DRIVE; PIN: 31566-0624 (LT) BLOCKS 25, 26, 27, 28, 29, 30, 32, 33 PL 1M574, PT SEC 24 KORAH PT 1 1R12224; S/T EASEMENT IN GROSS OVER BLK 32 PL 1M574 AS IN AL39813 IN GROSS OVER BLK 32 PL 1M574 AS IN AL39814; SAULT STE. MARIE; LOCATED AT THE EASTERLY LIMIT OF GREENFIELD DRIVE APPROXIMATELY 400M NORTH OF THE INTERSECTION OF OLD GOULAIS BAY ROAD AND THIRD LINE; CHANGE FROM RA (RURAL AREA) ZONE TO R2 (SINGLE DETACHED RESIDENTIAL) ZONE.

The zone designation on the lands having civic address 210 Greenfield Drive and shown as "Subject Property" on the map attached to this by-law, which property is shown on Map 1-125 of Schedule "A" to By-law 2005-150 is changed from RA (Rural Area) zone to R2 (Single Detached Residential) zone.

2. SCHEDULE "A"

Schedule "A" hereto forms a part of this by-law.

3. CERTIFICATE OF CONFORMITY

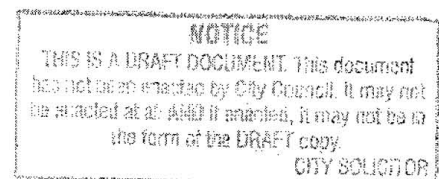
It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

PASSED in Open Council this 8th day of April, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

ZONING\4. ZONING\2013-57 1848691 Ontario Inc. (210 Greenfield Drive)\zoning



MAIL LABEL
A-5-13-2