

AGENDA

REGULAR MEETING OF CITY COUNCIL

2013 06 24

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover: Councillor F. Manzo

Seconder: Councillor S. Butland

Resolved that the Minutes of the Regular Council Meeting of 2013 06 10 be approved.

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

3. APPROVE AGENDA AS PRESENTED

Mover: Councillor F. Manzo

Seconder: Councillor P. Christian

Resolved that the Agenda for 2013 06 24 City Council meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- a) Danny Krmpotich will be in attendance concerning proclamation – Canadian Multiculturalism Day.
- b) Marcel Provenzano, Fire Chief will be in attendance to present the Fire Department's 2013 budget and year-to-date financial information – agenda item 6.(4)(a).
- c) Tom Dodds, Chief Executive Officer of Economic Development Corporation will be in attendance concerning agenda items 6.(8)(a) and (b).

- d) Mark Brown will be in attendance concerning agenda item 5.(j).

PART ONE – CONSENT AGENDA

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

Mover: Councillor J. Krmpotich

Seconder: Councillor S. Butland

Resolved that all the items listed under date 2013 06 24 – Part One – Consent Agenda be approved as recommended.

- a) Correspondence from AMO is attached for the information of Council.
- b) Correspondence from the Minister of Finance responding to a recent letter from Mayor Amaroso concerning the Ontario Lottery and Gaming Corporation is attached for the information of Council.
- c) Correspondence from Muscular Dystrophy Canada concerning fundraising efforts by Fire Services is attached for the information of Council.
- d) A letter of request for a temporary street closing is attached for the consideration of Council.

1) Italian Festival – Cathcart Street – from Hudson Street to Carmen's Way – July 14, 2013 from 11 a.m. to 12 midnight

The relevant By-law 2013-123 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

- e) Correspondence requesting permission for private property liquor license extensions are attached for the consideration of Council.

Mover: Councillor J. Krmpotich

Seconder: Councillor P. Christian

Resolved that City Council has no objection to the proposed extended licenced area as detailed in the written request for liquor license extension for an outdoor event on the following stated dates, conditional upon a licence of occupation agreement being executed prior to the event dates.

- 1. Loplop Gallery Lounge
651 Queen Street East
Downtown Days, Rotaryfest – July 17 to 20, 2013
Buskerfest – August 7 to 11, 2013

- f) **Staff Travel**

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

Mover: Councillor F. Manzo

Seconded: Councillor S. Butland

Resolved that the report of the Chief Administrative Officer dated 2013 06 24 concerning Staff Travel requests be approved as requested.

g) Tender for Roof Replacement – Jessie Irving Children's Centre

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

Mover: Councillor F. Manzo

Seconded: Councillor P. Christian

Resolved that the report of the Manager of Purchasing dated 2013 06 24 be endorsed and that the tender for the Replacement of the Roof at the Jessie Irving Children's Centre as required by the Community Services Department be awarded as recommended.

h) RFP for Chiller Replacement – McMeeken Centre (2013CD01P)

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

Mover: Councillor J. Krmpotich

Seconded: Councillor S. Butland

Resolved that the report of the Manager of Purchasing dated 2013 06 24 be endorsed and that the proposal for the Replacement of the Chiller at the McMeeken Centre as required by the Community Centres Division of the Community Services Department be approved as recommended.

i) Property Tax Appeals

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

Mover: Councillor J. Krmpotich

Seconded: Councillor P. Christian

Resolved that Pursuant to Section 357 of the Municipal Act, 2001, that the adjustments for the tax accounts outlined on the City Tax Collector's report of 2013 06 24 be approved and that the tax records be amended accordingly.

j) Procedure By-law Review

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

The relevant By-law 2013-100 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

k) Request for Financial Assistance for National/International Sports Competitions – Reid's Martial Arts Team

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

Mover: Councillor F. Manzo

Second: Councillor S. Butland

Resolved that the report of the Manager of Recreation and Culture dated 2013 06 24 concerning Request for Financial Assistance for National/International Sports Competitions be accepted and the recommendation to provide a \$400 grant to John Reid's martial arts team to participate in the World Karate and Kickboxing Council's Canadian Championships in Ottawa May 17-19, 2013 be approved.

l) Canadian Red Cross – Sault Ste. Marie Home Maintenance Snow Removal Program

A report of the Commissioner of Community Services is attached for the consideration of Council.

Mover: Councillor F. Manzo

Second: Councillor P. Christian

Resolved that the report of the Commissioner of Community Services dated 2013 06 24 concerning Canadian Red Cross – Sault Ste. Marie Home Maintenance Snow Removal program be accepted as information.

m) Cultural Advisory Board By-law – Proposed Revisions

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

The relevant By-law 2013-117 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

n) Outdoor Fitness Equipment

A report of the Supervisor of Community Services is attached for the consideration of Council.

Mover: Councillor J. Krmpotich

Second: Councillor S. Butland

Resolved that the report of the Supervisor of Community Services dated 2013 06 24 concerning Outdoor Fitness Equipment be accepted as information.

o) Community Bicycle Park

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

Mover: Councillor J. Krmpotich

Second: Councillor P. Christian

That the report of the Manager of Recreation and Culture concerning Community Bicycle Park be accepted and that:

1. the recommendation of the Parks and Recreation Advisory Committee that \$50,000 be earmarked from the Subdividers Reserve fund for Phase 1 of the Bicycle Pump Park be approved; and

2. the design phase of the park be authorized to proceed;
3. the estimated annual cost of \$8,700 for the Public Works and Transportation Department – Parks Division to perform inspection and maintenance of the Bicycle Pump Park be referred to the 2014 budget for Council's consideration; and
4. any amount required to complete Phase 2 of the Bicycle Pump Park exceeding the funds provided by City Council be the responsibility of the Community Bicycle Park Subcommittee to fundraise.

p) Leash-Free Dog Park Update

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

Mover: Councillor F. Manzo

Seconder: Councillor S. Butland

Resolved that the report of the Manager of Recreation and Culture dated 2013 06 24 concerning Leash-Free Dog Park Update be accepted and that:

1. the Leash-Free Dog Park proceed at the Humane Society site of the Strathclair complex once the Legal Off Leash Dog Owners Group of Sault Ste. Marie fundraises their portion of the project; and
2. the estimated annual cost of \$8,500 for the Public Works and Transportation Department – Parks Division to perform site maintenance be referred to the 2014 budget for Council's consideration

q) MacDonald Park – Playground Equipment

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

Mover: Councillor F. Manzo

Seconder: Councillor P. Christian

That the report of the Manager of Recreation and Culture dated 2013 06 24 concerning MacDonald Park Playground Equipment be accepted and that:

1. the recommendation from the Parks and Recreation Advisory Committee to accept the generous offer of a donation from Mr. Albert Williams of \$7,000 for the provision and installation of playground equipment at MacDonald Park (including a set of swings) be approved with the condition that the donation not be accepted until after the annual maintenance cost is approved during the 2014 budget process;
2. that the capital funds required be provided from the 5% Subdividers reserve
3. the estimated annual cost of \$1,150 for the Public Works and Transportation Department – Parks Division to perform inspection and maintenance of the playground equipment be referred to the 2014 budget for Council's consideration.

r) **Essar Centre – Failure of Main Circulation Fan**

A report of the Commissioner of Community Services is attached for the consideration of Council.

Mover: Councillor J. Krmpotich

Seconder: Councillor S. Butland

Resolved that the report of the Commissioner of Community Services dated 2013 06 24 concerning the Essar Centre Fan Failure be accepted and that the supply and installation of the required fan be sole-sourced to S&T Group, with funds from the Essar Centre reserve account, any additional funds that may be required to come from the McMeeken Centre Chiller project (which came in under budget).

s) **Municipal Bridge No. 34 Rehabilitation – Closure of Wallace Terrace at Brookfield Avenue**

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

The relevant By-law 2013-21 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

t) **Contract 2012-3E – Closure of Biggings Avenue**

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

The relevant By-law 2013-118 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

u) **Landfill Site, Operations and Monitoring 2012 – Environmental Monitoring Committee**

A report of the Land Development and Environmental Engineer is attached for the consideration of Council.

Mover: Councillor J. Krmpotich

Seconder: Councillor P. Christian

Resolved that the report of the Land Development and Environmental Engineer dated 2013 06 24 concerning Landfill Site, Operations and Monitoring 2012 – Environmental Monitoring Committee be received as information.

v) **Replacement of 1999 Pumper**

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

Mover: Councillor F. Manzo

Seconder: Councillor S. Butland

Resolved that the report of the Assistant Fire Chief, Support Services dated 2013 06 24 concerning Replacement of 1999 Pumper be accepted and that the

recommendation to proceed to purchase a 75' pumper/aerial truck for delivery in 2014, sole-sourced from Safetek Emergency Vehicles in an effort to standardize front line firefighting equipment, be approved with funds to come from the Fire Services Capital Equipment reserve account.

w) **Downtown Days – July 18, 2013**

A report of the Assistant City Solicitor is attached for the consideration of Council.
The relevant By-law 2013-121 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

x) **441 Korah Road Turnaround Agreement**

A report of the Solicitor/Prosecutor is attached for the consideration of Council.
The relevant By-law 2013-114 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

y) **Agreement Between the City and Sandra Belanger and Kenneth Belanger**

A report of the Assistant City Solicitor is attached for the consideration of Council.
The relevant By-law 2013-122 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

z) **City Purchase of a Portion of Two Properties for Sidewalk Installation**

A report of the Solicitor/Prosecutor is attached for the consideration of Council.

Mover: Councillor F. Manzo

Seconder: Councillor P. Christian

Resolved that the report of the Solicitor/Prosecutor dated 2013 06 24 concerning City Purchase of a Portion of Two Properties for Sidewalk Installation be accepted and that the purchase of properties from Sault College and the owner of 885 Second Line East (and all costs related thereto) be authorized for the purpose of installing a sidewalk on the south side of Second Line East.

aa) **Cycling Master Plan – Consulting Services**

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

Mover: Councillor J. Krmpotich

Seconder: Councillor S. Butland

Resolved that the report of the Planning Division dated 2013 06 24 concerning the Cycling Master Plan – Consulting Services be accepted and that City Council retain MMM Group in association with Kresin Engineering to perform preliminary design and cost estimation services at an estimated cost of \$35,000 and that STEM Engineering be retained to perform design and cost estimation services for the design of a connecting spoke from the Finnish Rest Home property to the Fort Creek Hub Trail.

The relevant By-laws 2013-15 and 2013-16 authorizing the execution of these agreements are listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

bb) Municipal Household Special Waste Facility and Funding Agreement with Recycling Council of Ontario

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

The relevant By-law 2013-98 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

cc) PWT Sidewalk and Curb Program – 2013

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

Mover: Councillor J. Krmpotich

Seconder: Councillor P. Christian

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2013 06 24 concerning PWT Sidewalk and Curb Program – 2013 be accepted as information.

dd) New Horizons for Seniors Program (NHSP) Grant Application Review

A report of the Community Engagement Assistant is attached for the consideration of Council.

Mover: Councillor J. Krmpotich

Seconder: Councillor P. Christian

Resolved that the report of the Community Engagement Assistant dated 2013 06 24 concerning New Horizons for Seniors Program (NHSP) Grant Application Review be accepted as information.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

(1) ADMINISTRATION

(2) COMMUNITY SERVICES DEPARTMENT

a) West End Community Centre – Naming Rights

A report of the Commissioner of Community Services is attached for the consideration of Council.

Mover: Councillor F. Manzo

Seconder: Councillor S. Butland

Resolved that the report of the Commissioner of Community Services dated 2013 06 24 concerning Naming Rights for the West End Community Centre be accepted; that the proposal of Northern Credit Union for naming rights be approved; and the agreement as outlined in the report be prepared for a future meeting of Council.

(3) ENGINEERING

(4) FIRE

a) Fire Services Budget Update

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

Mover: Councillor F. Manzo

Seconder: Councillor P. Christian

Resolved that the report of the Fire Chief dated 2013 06 14 concerning Fire Services Budget Update be received as information.

(5) LEGAL

(6) PLANNING

a) Application No. A-8-13-Z – filed by Jake Desrosiers – 11 White Oak Drive East

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

Mover: Councillor J. Krmpotich

Seconder: Councillor S. Butland

Resolved that the report of the Planning Division dated 2013 06 24 concerning Application No. A-8-13-Z – filled by Jake Desrosiers – 11 White Oak Drive East be accepted and that City Council approve this application on a temporary basis and rezones the subject property from M1.S245 (Light Industrial) zone with Special Exception 245 to M1.S245 (Light Industrial) zone with an

amended Special Exception 245 to add a food trailer as an additional permitted use on the subject property. The food trailer use shall be permitted for a period not to exceed three (3) years.

(7) PUBLIC WORKS AND TRANSPORTATION

(8) BOARDS AND COMMITTEES

a) Economic Development Corporation 2012 Annual Report

A report of the Chief Executive Officer of Economic Development Corporation is attached for the consideration of Council.

2012 Annual Report is under separate cover.

Mover: Councillor J. Krmpotich

Seconder: Councillor P. Christian

Resolved that the report of the Chief Executive Officer dated 2013 06 18 concerning Economic Development Corporation 2012 Annual Report be received as information.

b) Ontario Lottery and Gaming Modernization Strategy

A copy of a presentation of the Economic Development Corporation is attached for the consideration of Council.

Mover: Councillor F. Manzo

Seconder: Councillor S. Butland

Resolved that the report of the Economic Development Corporation dated 2013 06 23 concerning Ontario Lottery and Gaming Modernization Strategy be received as information.

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

**a) Mover: Councillor S. Myers
Seconder: Councillor T. Sheehan**

Whereas Church Street south of Wellington Street East is one way northbound and residents on that street report a chronic problem with vehicles traveling the wrong direction southbound; and

Whereas a request for more prominent "wrong way" signage has been made by residents;

Now Therefore Be It Resolved that the appropriate staff be requested to review this intersection and report back to City Council regarding any recommended changes.

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.

Moved by: Councillor F. Manzo

Seconded by: Councillor S. Butland

Resolved that all by-laws listed under Item 10 of the AGENDA under date June 24, 2013 be approved.

AGREEMENTS

a) 2013-98

A by-law to authorize an agreement between the City and the Recycling Council of Ontario for funding for the Phase 2 materials received at the Municipal Household Special Waste Facility.

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

b) 2013-114

A by-law to authorize the execution of an agreement between the City and Cesare Mincone and Pia Mincone for the use of a portion of 441 Korah Road as a turnaround for municipal purposes.

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

c) 2013-119

A by-law to authorize an agreement between the City and Avery Construction Ltd. for the construction of the Heritage Discovery Centre.

Approved by Council Resolution on June 10, 2013. The agreement attached as Schedule "A" to the by-law is available for viewing in the Clerk's Office.

d) 2013-115

A by-law to authorize the execution of an agreement between the City and MMM Group, in association with Kresin Engineering to perform preliminary design services for three priority cycling routes and cost estimation services, at an estimated cost of Thirty Five Thousand (\$35,000.00) Dollars.

A report from the Planner is on the agenda.

e) **2013-116**

A by-law to authorize the execution of an agreement between the City and Stem Engineering Group Incorporated to perform design and cost estimation services for the design of a connecting spoke from the Finnish Rest Home Property to the Fort Creek Hub Trail at an estimated cost of Thirteen Thousand Four Hundred (\$13,400.00) Dollars.

A report from the Planner is on the agenda.

f) **2013-121**

A by-law to authorize a Licence Agreement between the City, Loplops and the Downtown Association to permit five (5) Patio Pods on five (5) separate portions of City owned lands on Queen Street East, Sault Ste. Marie.

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

g) **2013-122**

A by-law to authorize the execution of an agreement between the City and Sandra and Kenneth Belanger to permit the Belangers to utilize their lands for a storage shed and above ground swimming pool while still protecting the City Easement and the City's right of access to the property.

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

APPOINTMENTS

h) **2013-111**

A by-law to appoint Inspectors under the *Building Code Act*, 1992 and Municipal Law Enforcement Officers under the *Police Services Act*.

COUNCIL PROCEDURE

i) **2013-100**

A By-law to regulate the proceedings of the Council of the City of Sault Ste. Marie.

A report of the City Clerk is on the agenda.

CULTURAL ADVISORY BOARD

j) **2013-117**

A by-law to re-establish a Cultural Advisory Board and to repeal By-law 2003-112.

A report from the Manager of Recreation & Culture is on the agenda.

- b) Mover: Councillor S. Myers
Seconded: Councillor T. Sheehan
Whereas gas prices in Sault Ste. Marie run a minimum ten cents higher than many other Southern Ontario cities and in some cases up to fifteen cents more a litre; and
Whereas in Northern Eastern Ontario, gas prices in Sault Ste. Marie are an average of seven cents higher than Sudbury, twelve to fifteen cents higher than North Bay and about the same as Timmins; and
Whereas with the coming summer season when we are beginning to see a measurable increase in U.S. visitor traffic via automobile; and
Whereas there are increased efforts by Tourism Sault Ste. Marie to draw more visitors from within Ontario, particularly Southern Ontario; and
Whereas the higher prices of gas in Sault Ste. Marie are of great concern and puzzling as to why they are so much higher; and
Whereas our location on a U.S. border where gas costs even less will cause visitors and locals alike to fill up on the U. S. side;
Now Therefore Be It Resolved that a letter from City Council be sent to our elected members of provincial and federal government asking them to look into this important matter that affects all Saultites and has an impact on our economy and that they be requested to provide information as to how their governments can assist in leveling gas prices across Ontario and
Further Be It Resolved that the letter be copied to the Chamber of Commerce, Sault Ste. Marie Economic Development Corporation, Federation of Northern Ontario Municipalities, the Algoma District Municipal Association and Prince Township, asking them to support this request for action from our provincial and federal representatives.
- c) Mover: Councillor S. Butland
Seconded: Councillor L. Turco
Whereas Sault Ste. Marie has no representation on the present Northern Ontario School of Medicine Board of Directors;
Now Therefore Be It Resolved that the Chair of the Board of Directors of the Northern Ontario School of Medicine be made aware of this inequity and be requested to remedy the same as soon as possible.
- d) Mover: Councillor S. Butland
Seconded: Councillor P. Christian
Whereas there are numerous pathways and trails across the City that appear to be well used for recreational and practical purposes;
Now Therefore Be It Resolved that appropriate staff be requested to compile an inventory of such trails and prepare a preliminary report to include the following
1. Numbers and locations of trails and their apparent usage (or lack thereof)
 2. Identifying any trails that could be utilized as spokes as part of the larger John Rowswell Hub Trail
 3. The feasibility of providing basic upgrades to significant trails, including potential subsequent costs and liabilities.

TEMPORARY STREET CLOSING

k) 2013-118

A by-law to permit the closing of Biggings Avenue to through traffic from Queen Street East to Wellington Street East from July 8th to July 26th, 2013 to complete restoration, final paving, and watermain work.

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

l) 2013-21

A by-law to permit the closing of Wallace Terrace at Brookfield Avenue for approximately six (6) weeks in order to replace the approach slabs on the west side of Municipal Bridge No. 34.

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

m) 2013-123

A by-law to permit the temporary closing of Cathcart Street from Hudson Street to Carmen's Way on July 14, 2013 to facilitate the Italian Festival.

ZONING – TEMPORARY USE

n) 2013-11

A by-law to permit a food trailer at 11 White Oak Drive East as a three (3) year temporary use (Desrosiers).

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 J. Krmpotich
Seconder: Councillor P. Christian
Resolved that this Council now adjourn.

MINUTES

REGULAR MEETING OF CITY COUNCIL

2013 06 10

4:30 P.M.

COUNCIL CHAMBERS

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

Officials: J. Fratesi, R. Tyczinski, N. Kenny, L. Girardi, J. Cain, B. Freiburger, D. Elliott, M. Nadeau, D. McConnell

1. ADOPTION OF MINUTES

Moved by: Councillor F. Manzo

Seconded by: Councillor S. Butland

Resolved that the Minutes of the Regular Council Meeting of 2013 05 27 be approved. CARRIED

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

3. APPROVE AGENDA AS PRESENTED

Moved by: Councillor F. Manzo

Seconded by: Councillor P. Christian

Resolved that the Agenda and Addendum #1 for 2013 06 10 City Council meeting as presented be approved. CARRIED

4. DELEGATIONS/PROCLAMATIONS

- a) Todd Slotegraf, Board Chair and Lewis Massad, Senior Executive Director – Ontario Finnish Resthome Association were in attendance concerning agenda item 5.(h).
- b) Joe Cain, Manager of Recreation and Culture, Community Services Department was in attendance for proclamation – June is Recreation and Parks month.
- c) Mark Brown was in attendance concerning agenda item 5.(l).
- d) Mark Mageran was 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 J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that all the items listed under date 2013 06 10 – Part One – Consent Agenda be approved as recommended save and except agenda item 5.(h), 5.(s).
CARRIED

- a) Correspondence from AMO was received by Council.
- b) Correspondence from the President and CEO, Ontario Lottery and Gaming Corporation concerning changes to the Municipality Contribution Agreement (MCA) was received by Council.
- c) Correspondence from the Ministry of the Environment concerning Drinking Water Inspection Program was received by Council.
A copy of the full report is available for review in the City Clerk's Department.
- d) A letter of request for a temporary street closing was received by Council.
 - 1) on Queen Street East (Pim Street to Dennis Street) in conjunction with Downtown Days – being held July 18, 2013The relevant By-law 2013-110 is listed under Item 10 of the Minutes.
- e) Correspondence requesting permission for private property liquor license extensions were received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that City Council has no objection to the proposed extended licensed areas as detailed in the written requests for liquor license extensions on private property for outdoor events on the following stated dates and times:

1. Portuguese Canadian Association
5 Cornwall Street
Annual Barbeque/picnic – July 6, 2013 from 12 noon to 8 p.m.
2. Great Northern Retirement Home
760 Great Northern Road
Family Fun Day – July 12, 2013 from 3 p.m. to 7 p.m.
3. G. Marconi Society
450 Albert Street West
Annual Italian Festival – July 14, 2013 from 12:00 noon to 1 a.m. (July 15)

CARRIED

- f) The current list of outstanding Council resolutions was received by Council.
- g) Correspondence from the Conservation Outreach Programs Co-ordinator concerning Ontario Family Fishing Events was received by Council.
- h) Strategic Growth Plan of the Ontario Finnish Resthome Association (OFRA) was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor F. Fata

Whereas the Ontario Finnish Resthome Association (OFRA) is a charitable, non-profit organization which provides accommodation, care and other supportive services for the health and welfare of aged persons in our community; and
Whereas OFRA is proposing to construct a new 81 unit Senior Independent Living Building; and

Whereas this facility will greatly assist in meeting the existing and future needs of the growing senior population in our community; and

Whereas the estimated \$16.4 million cost is a significant financial undertaking for OFRA;

Now Therefore Be it Resolved that City Council direct appropriate staff to provide a report on the process and requirements to re-instate a municipal tax increment rebate program for new rental housing as was previously provided in the downtown area (2008 – 2011). CARRIED

Moved by: Councillor M. Bruni

Seconded by: Councillor F. Fata

Whereas the City's Cycling Master Plan recommends the construction of a Hub Trail spoke through the Ontario Finnish Resthome Association property from North Street to the Fort Creek section of the J. Rowswell Hub Trail to provide a safe and scenic alternative to Second Line East; and

Whereas the OFRA supports the development of this spoke on the Resthome property; and

Whereas City Council has approved funding for the design of this spoke as part of the 2013 budget; and

Whereas considerable cost savings are expected by constructing this spoke as part of the planned site improvements on the OFRA property;

Now Therefore Be It Resolved that City staff be authorized to enter into a contract with STEM Engineering at a cost not to exceed \$15,000 for the design and potential contract administration of this section of the Hub Trail;

Further that City staff be directed to work with OFRA to identify possible funding sources for construction. CARRIED

Moved by: Councillor M. Bruni

Seconded by: Councillor F. Fata

Whereas the Ontario Finnish Resthome Association (OFRA) is a charitable, non-profit organization which provides accommodation, care and other supportive services for the health and welfare of aged persons in our community; and

Whereas the Provincial mandate is for all nursing homes to be upgraded to be a Class-A structurally compliant facility; and

Whereas OFRA has successfully operated a 63 bed Long Term Care (LTC) facility for the past 22 years providing needed care for the residents of Sault Ste. Marie and surrounding area; and

Whereas the NE-LHIN has a Call-For-Applications for 50 additional LTC beds; and

Whereas construction of a new 113 bed LTC Home would permit the redevelopment of the existing nursing home facility into 40 assisted living apartments for high risk seniors;

Now Therefore Be It Resolved that City Council strongly supports the OFRA Long Term Care Redevelopment Plan and requests that NE—LHIN and the Ministry of Health and Long Term Care grant the necessary approvals as soon as possible. CARRIED

i) Staff Travel

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Chief Administrative Officer dated 2013 06 10 concerning Staff Travel requests be approved as requested. CARRIED

j) Reserve Funding Request for Website Accessibility

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

Moved by: Councillor F. Manzo

Seconded by: Councillor S. Butland

Resolved that the report of the Commissioner of Social Services dated 2013 06 10 concerning Reserve Fund Request for Website Accessibility be received and

that the recommendation that \$14,900 for wages/benefits be allocated from the Accessibility Reserve fund to enable the population of accessible content on the redesigned City website be approved. CARRIED

k) 2011-2014 Strategic Plan – Mid-term Update

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Deputy City Clerk and Manager of Quality Improvement dated 2013 06 10 concerning 2011-2014 Strategic Plan – Mid-term Update be received as information and that the final draft of the Plan be approved. CARRIED

l) Complaint to Ombudsman – Procedure By-law Committee

The report of the City Clerk was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the City Clerk dated 2013 06 10 concerning Complaint to Ombudsman – Procedure By-law Committee be received as information of Council. CARRIED

m) Request for Financial Assistance for National/International Sports Competitions – Lana Perry – Archery

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Manager of Recreation and Culture dated 2013 06 10 concerning Request for Financial Assistance for National/International Sports Competitions be accepted and the recommendation to provide a \$200 grant to Lana Perry (3D Archery World Championships) be approved. CARRIED

n) Miscellaneous Construction – Bridge Upgrades – Engineering Agreement

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

The relevant By-law 2013-106 is listed under Item 10 of the Minutes.

o) Biennial Aqueduct Inspection – Engineering Agreement

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

The relevant By-law 2013-107 is listed under Item 10 of the Minutes.

- p) **Muriel Avenue, Fort Creek Drive, Tallack Boulevard Sewage Pumping Station Upgrades, and Clark Creek Forcemain Analysis Engineering Agreement**

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

The relevant By-law 2013-112 is listed under Item 10 of the Minutes.

- q) **Single Lane Bridge Rehabilitation – Four Shared Bridges with Prince Mill Funding Application**

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

Moved by: Councillor F. Manzo

Seconded by: Councillor S. Butland

Resolved that the report of the Director of Engineering Services dated 2013 06 10 concerning Single Lane Bridge Rehabilitation – Four Shared Bridges with Prince Mill Funding Application be received as information. CARRIED

- r) **2014 Capital Road Reconstruction Plan and Update on 2013 Plan**

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

Moved by: Councillor F. Manzo

Seconded by: Councillor P. Christian

Resolved that the report of the Director of Engineering Services dated 2013 06 10 concerning 2014 Capital Road Reconstruction Plan and Update on 2013 Plan be received as information and that the:

1. 2014 capital works program be approved;
2. Engineering Division be authorized to proceed with any remaining local improvement rolls and notices for 2014 works;
3. Engineering Division report back to City Council with a recommendation for the retention of consulting engineers for engineering projects that will not be completed in-house; and
4. engineering fee estimate for the Fort Creek Aqueduct (STEM Engineering agreement) be revised to \$352,000 (funds included in the capital works program budget). CARRIED

- s) **Application No. A-10-13-Z.OP & 57T-13-502 – 179 & 227 Pointe Aux Pins Drive**

The report of the Planning Director was received by Council.

Moved by: Councillor B. Watkins

Seconded by: Councillor S. Butland

Resolved that the report of the Planning Director dated 2013 06 10 concerning Application No. A-10-13-Z.OP & 57T-13-502 – 179 & 227 Pointe Aux Pins Drive be received as information. CARRIED

Moved by: Councillor F. Manzo

Seconded by: Councillor J. Krmpotich

Whereas the Planning Division is recommending a hearing date of July 15, 2013 with respect to planning Application No. A-10-13-Z.OP and 57T-13-502 – 179 and 227 Pointe Aux Pins Drive; and

Whereas the decision of the Sault Ste. Marie and Region Conservation Authority, concerning the subject property is the subject of a judicial review; which review will not take place until mid-October 2013

Now Therefore Be It Resolved that planning Application No. A-10-13-Z.OP and 57T-13-502 – 179 and 227 Pointe Aux Pins Drive be postponed indefinitely pending the outcome of the said judicial review. DEFEATED

Recorded Vote:

For: Councillor F. Manzo

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

t) **Cycling Master Plan – Consulting Services**

The report of the Planning Division was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Planning Division dated 2013 06 10 concerning Cycling Master Plan – Consulting Services be received and that the City retain MMM Group in association with Kresin Engineering to perform preliminary design and cost estimation services at an estimated cost of \$35,000 and that STEM Engineering be retained to perform design and cost estimation services for the design of a connecting spoke from the Finnish Resthome property to the Fort Creek section of the Hub Trail. CARRIED

u) **Request for a Deeming By-law for Lots 17 – 25 Plan 732 St. Mary's Sayers "E" Subdivision**

The report of the City Solicitor was received by Council.

The relevant By-law 2013-113 is listed under Item 10 of the Minutes.

v) **Renewal of City's Insurance Program – Jardine Lloyd Thompson Canada Inc.**

The report of the City Solicitor was received by Council.

Moved by: Councillor F. Manzo

Seconded by: Councillor S. Butland

Resolved that the report of the City Solicitor dated 2013 06 10 concerning Renewal of City's Insurance Program be accepted and the recommendation to place the City's insurance package for the year June 1, 2013 to May 31, 2014

with Jardine Lloyd Thompson Canada Inc. through Algoma Insurance Brokers Limited at a cost of \$1,335,574.24 be approved. CARRIED

w) **Lease with S. and T. Electrical Contractors Limited – Sackville Road Property**

The report of the City Solicitor was received by Council.

The relevant By-law 2013-104 is listed under Item 10 of the Minutes.

x) **Fire Routes By-law**

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

The relevant By-law 2013-105 is listed under Item 10 of the Minutes.

y) **Ronald Sonke – 397 Sunnyside Beach Road – Committee of Adjustment Application Number A2-13-(2-10)-341-23905-R1**

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

Moved by: Councillor F. Manzo

Seconded by: Councillor P. Christian

Resolved that the report of the City Solicitor/Prosecutor dated 2013 06 10 concerning Ronald Sonke – 397 Sunnyside Beach Road – Committee of Adjustment Application Number A2-13-(2-10)-341-23905-R1 be received as information. CARRIED

z) **Council Travel**

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that Councillor Lou Turco be authorized to travel to the AMO Board of Director's meeting being held in London (2 days in June) at an estimated cost to the City of \$550 and the FONOM Board of Director's meeting being held in Kapuskasing (2 days in July) at no cost to the City. CARRIED

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

(1) ADMINISTRATION

a) Heritage Discovery Centre – Ermatinger•Clergue National Historic Site

Reports of the Manager of Purchasing; Commissioner of Finance and Treasurer; Manager of Audits and Capital Planning; and Commissioner of Community Services were received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the reports of the Manager of Purchasing; the Commissioner of Finance and Treasurer; the Commissioner of Community Services; and the Manager of Audits and Capital Planning, all dated 2013 06 10, concerning Tender for Construction of the Heritage Discovery Centre be accepted and that the tender be awarded to Avery Construction Ltd. at the low tender price of \$2,772,450 plus HST;

Further that the City's consultant, Chris Tossell, be authorized to provide a letter of intent formally authorizing Avery Construction Ltd. to proceed with construction. CARRIED

b) Creation of the Position of Deputy Mayor

The report of the City Clerk was received by Council.

Moved by: Councillor B. Watkins

Seconded by: Councillor P. Christian

Resolved that the report of the City Clerk dated 2013 06 10 concerning Creation of the Position of Deputy Mayor be received as information and that a by-law formalizing the position of Deputy Mayor be drafted and approved at a future meeting of Council. DEFEATED

Recorded Vote:

For: Mayor D. Amaroso, Councillors S. Butland, B. Watkins, P. Christian, F. Fata

Against: Councillors L. Turco, S. Myers, M. Bruni, J. Krmpotich, R. Niro, T. Sheehan, F. Manzo, P. Mick

(2) COMMUNITY SERVICES DEPARTMENT

(3) ENGINEERING

(4) FIRE

(5) LEGAL

(6) PLANNING

a) Application No. A-14-13-Z – filed by Palumbo Investments Inc. – 58 Blake Avenue

The report of the Planning Division was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

That Application A-14-13-Z be postponed to August 2013 City Council meeting. CARRIED

Pecuniary Interest – Councillor R. Niro – family member resides on Blake Street.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Planning Division dated 2013 06 10 concerning Application No. A-14-13-Z – filed by Palumbo Investments Inc. – 58 Blake Avenue be received and that City Council rezones the subject property from "C4.S268" (General Commercial with a Special Exception) zone to "C4.S268" (General Commercial with an amended Special Exception) zone to permit on 'Block B' (subject property) a cold storage building subject to the following special provision:

- that outdoor storage of goods and materials in association with the use on 'Block B' is prohibited.

Furthermore, that City Council repeal provision 2b of Special Exception 268, which reduces the landscaping requirements to zero. DEFERRED

Pecuniary Interest – Councillor R. Niro – family member resides on Blake Street.

b) **A-16-13-Z.OP – Seamless Eavestrough MFG (c/o Joe Rocca) – 68 Railroad Ave.**

The report of the Planning Division was received by Council.

Moved by: Councillor F. Manzo

Seconded by: Councillor P. Christian

Resolved that the report of the Planning Division dated 2013 06 10 concerning Application No. A-16-13-Z.OP – filed by Seamless Eavestrough MFG – 68 Railroad Avenue be received and that City Council defer this application to July 15, 2013 so that Planning staff can re-circulate public notice. CARRIED

c) **Proposed Rental Housing Community Improvement Plan**

The report of the Planning Division was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Planning Division dated 2013 06 10 concerning the Proposed Rental Housing Community Improvement Plan be received and that City Council authorize public notice for the proposed Rental Housing Community Improvement Program. 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 T. Sheehan

Whereas a request has come forward for the consideration of City Council to change current by-laws related to beekeeping within the urban limits of the City, Now Therefore Be It Resolved that appropriate staff look into the matter of urban beekeeping and report back with recommendations as soon as possible.
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

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

- Moved by: Councillor F. Manzo
Seconded by: Councillor S. Butland

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

- Moved by: Councillor F. Manzo
Seconded by: Councillor S. Butland

Resolved that By-law 2013-61 being a by-law to stop up, close and authorize the conveyance of a street in the Sharon Hill II Subdivision, Plan M391 be read a THIRD time and finally PASSED in open Council this 10th day of June, 2013.
CARRIED

- Moved by: Councillor F. Manzo
Seconded by: Councillor S. Butland

Resolved that By-law 2013-104 being a by-law to authorize a lease agreement between the City and S. & T. Electrical Contractors Limited for the use of City owned property abutting civic 158 Sackville Road, Sault Ste. Marie, Ontario be PASSED in open Council this 10th day of June, 2013. CARRIED

Moved by: Councillor F. Manzo

Seconded by: Councillor S. Butland

Resolved that By-law 2013-105 being a by-law of the Corporation of the City of Sault Ste. Marie to designate certain roadways as fire routes along which no parking of vehicles shall be permitted be PASSED in open Council this 10th day of June, 2013. CARRIED

Moved by: Councillor F. Manzo

Seconded by: Councillor S. Butland

Resolved that By-law 2013-106 being a by-law to authorize an engineering agreement between the City and Tulloch Engineering Inc. for the pre-design, design and construction inspection of bridge upgrades to four municipal structures with funds from the Sewer/Bridge and Miscellaneous Construction reserves be PASSED in open Council this 10th day of June, 2013. CARRIED

Moved by: Councillor F. Manzo

Seconded by: Councillor S. Butland

Resolved that By-law 2013-107 being a by-law to authorize the execution of an agreement between the City and STEM Engineering Group Incorporated for engineering services for the 2013 structural inspection of the City's major stormwater aqueducts be PASSED in open Council this 10th day of June, 2013. CARRIED

Moved by: Councillor F. Manzo

Seconded by: Councillor S. Butland

Resolved that By-law 2013-108 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 22 Ferris Avenue (Larouche) be PASSED in open Council this 10th day of June, 2013. CARRIED

Moved by: Councillor F. Manzo

Seconded by: Councillor S. Butland

Resolved that By-law 2013-109 being a by-law to remove the Holding (H) Provision from Zoning By-laws 2005-150 and 2005-151 for a part of the lands known municipally as 75 Huron Street (Riversedge) be PASSED in open Council this 10th day of June, 2013. CARRIED

Moved by: Councillor F. Manzo

Seconded by: Councillor S. Butland

Resolved that By-law 2013-110 being a by-law to permit the temporary closing of Queen Street East from Pim Street to Dennis Street for the purpose of the Annual Downtown Street party be PASSED in open Council this 10th day of June, 2013. CARRIED

Moved by: Councillor F. Manzo

Seconded by: Councillor S. Butland

Resolved that By-law 2013-112 being a by-law to authorize the execution of an agreement between the City and AECOM Canada Ltd. for engineering services for the design and contract administration for the Muriel Avenue, Fort Creek

Drive, and Tallack Boulevard Sewage Pumping Station upgrades, and the Clark Creek Forcemain analysis and report for an engineering fee estimate of \$79,500 excluding HST be PASSED in open Council this 10th day of June, 2013. CARRIED

Moved by: Councillor F. Manzo

Seconded by: Councillor S. Butland

Resolved that By-law 2013-113 being a by-law to deem not registered for purposes of subdivision control certain lots in the Sayers "E" Subdivision, pursuant to Section 50(4) of the *Planning Act* be PASSED in open Council this 10th day of June, 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 F. Manzo

Seconded by: Councillor P. Christian

Resolved that this Council now adjourn.

Mayor

City Clerk

Malcolm White

From: AMO Communications <communicate@amo.on.ca>
Sent: June 14, 2013 8:05 PM
To: Malcolm White
Subject: AMO BREAKING NEWS - Policing Update

TO THE IMMEDIATE ATTENTION OF THE CLERK AND COUNCIL

June 14, 2013

Policing Update

This is a further update on the various reviews in progress in terms of policing services underway at the Province. The last update was May 8. Costs of municipal policing in Ontario totals \$3.76 billion (2011), of which \$353 million represents the cost of municipal OPP contracted services.

OPP Survey of Municipalities on OPP Billing Reform – Member Response Strongly Encouraged (Please watch for the survey from the OPP and timelines for response)

Previously, AMO informed members that the OPP would begin consultations on proposed billing reforms. The OPP has now finished seven regional consultations with 42 randomly selected municipalities and with the OPP Working Group, of which AMO and the Mayors' Coalition are members. The OPP is now going to prepare a follow-up consultation report with a survey to all 323 municipalities with OPP contract services. We understand that the affected municipalities will receive the material electronically very soon.

AMO strongly encourages these OPP serviced municipal governments to give priority to responding to this material. The survey is an important opportunity for your municipality to make its voice heard on the proposed billing reforms which could have significant implications for all OPP policed municipalities, particularly in light of the wide range of current per household costs (from under \$100 to over \$600).

The Province is aiming to finalize OPP billing changes this fall. In part, to inform the municipal budgeting process, yet it also coincides with the implementation of the OPP's collective agreement salary increase beginning in 2014. It is critical for all affected municipalities to ensure the OPP and the government fully understands the impact that billing changes and the OPP salary increase (8.55%) will bring. Decision-makers at the Province need to see and understand potential impacts and the relationship to municipal budgets and taxpayers.

Ontario Municipal Partnership Fund (OMPF) and Policing

There is also a planned \$75 million reduction of the Ontario Municipal Partnership Fund (OMPF) over the next three years. The OMPF is the municipal operating grant framework that is meant to help municipal governments with limited fiscal capacity. The OMPF policing operating grant reductions, combined with 8.5% OPP salary increase, will affect many of the communities that can least afford it. Municipal governments appreciate that collective agreements are legally binding. British Columbia's provincial government ultimately lost a Supreme Court challenge when it attempted to override free collective bargaining and imposed its own contract terms for B.C. health care workers. As we saw in recent Ontario teacher talks, any legislative attempt to undo the OPP contract would no doubt be met with a Charter challenge. While the Ministry of Finance consultations have begun on the OMPF, AMO continues to call on the government to, at a minimum delay the

\$25 million reduction for 2014, providing the necessary time to do a well-informed impact analysis of all the police related activities on municipal budgets, including OMPF. Neither the Province nor municipal governments can afford unintended consequences of rushed policy analysis.

Future of Policing Advisory Committee (FPAC)

The Future of Policing Advisory Committee (FPAC) continues to meet. This stakeholder advisory committee looks at policing activities and re-examines what is core policing and what is not. It will recommend to the Ministry policing related changes to legislation, regulations and policy. The Ministry of Community Safety and Correctional Services is expected to be releasing an update on the Committee's work shortly.

At the Committee, AMO has argued that municipal councils and citizens will evaluate the effectiveness of the Committee's work and other venues of consultation on policing, by asking a simple question – what has been done to improve the efficiency and sustainability of policing in Ontario?

While a review of policing requires thoughtful consideration to arrive at lasting solutions, AMO presses for action in the more immediate term as but one mechanism to help manage policing costs whether OPP or own force, and any OPP billing shifts of the Ontario Municipal Partnership Fund (OMPF). This is a clear illustration of the urgency of municipal concerns regarding police and emergency service costs.

Summary:

Again, municipal governments with OPP service contracts are urged to respond to the consultation document and survey when it is received. AMO will continue to update members on all the policing related matters.

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

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.

5(a)

Malcolm White

From: AMO Communications <communicate@amo.on.ca>
Sent: June 14, 2013 6:07 PM
To: Malcolm White
Subject: AMO BREAKING NEWS - Herbicide 2,4,5-T and Municipal Employees

TO THE IMMEDIATE ATTENTION OF THE CLERK AND COUNCIL

June 14, 2013

Herbicide 2,4,5-T and Municipal Employees

The Independent Fact-Finding Panel on Herbicide 2,4,5-T released its report to the Province yesterday. The Panel investigated the use of this herbicide by Government of Ontario ministries and agencies between 1940 and 1980 and examined whether exposure to 2,4,5-T herbicide may have potential health impacts on provincial employees. This herbicide was banned in Ontario in 1980.

The study created scenarios for exposure relating to brush control (MNR), clearing rights of ways (Ontario Hydro) and weed and brush removal along roadways (MTO). Based on some of the exposure assessment scenarios, it was determined that contact substantially exceeded safe thresholds in some groups of provincial employees. The Province has posted on line over 4,000 records pertaining to the use of this herbicide.

If provincial employees have concerns about potential past workplace exposure to 2,4,5-T, they should contact the Workplace Safety and Insurance Board (WSIB) at 1-800-387-0750. The Workplace Safety and Insurance Board would adjudicate claims from workers who believe exposure to this chemical has resulted in health issues. This report will assist the WSIB in this work to determine if there was a possible overexposure.

Our suggestion to municipal governments is to provide a similar approach and direction where a municipal employee may have been exposed to this chemical.

Link to full report:

www.Ontario.ca/245T

WSIB website:

www.wsib.on.ca.

AMO Contact: Cathie Brown, Senior Advisor, E-mail CathieBrown@amo.on.ca, 416.971.9856 ext. 342

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Ministry of Finance
Office of the Minister

Ministère des Finances
Bureau du ministre



7th Floor, Frost Building South
7 Queen's Park Crescent
Toronto ON M7A 1Y7
Telephone: 416 325-0400
Facsimile: 416 325-0374

7^e étage, Édifice Frost sud
7, Queen's Park Crescent
Toronto ON M7A 1Y7
Téléphone : 416 325-0400
Télécopieur : 416 325-0374

RECEIVED

JUN 19 2013

MAYOR'S OFFICE

Her Worship Debbie Amaroso
Mayor
City of Sault Ste. Marie
Civic Centre
PO Box 580
Sault Ste. Marie, Ontario
P6A 5N1

Dear Mayor Amaroso:

Thank you for your letter to the Honourable Kathleen Wynne, Premier of Ontario, regarding your desire for the government to direct the Ontario Lottery and Gaming Corporation (OLG) to define its head office in Sault Ste. Marie as its corporate operation's focal point. I sincerely apologize for the delay in responding.

As previously indicated in my letter of April 16, 2013, I continue to assure you that the OLG's head office in Sault Ste. Marie will remain open. The Ontario government acknowledges the importance of the OLG as an economic contributor to the community of Sault Ste. Marie.

As you are aware, OLG is in the process of modernizing its operations and the head office in Sault Ste. Marie will continue to play an active role in OLG's modernization, including initiatives to optimize the city's role in the involvement of the private sector for the delivery of gaming and lotto in Ontario, and consideration will continue to be given to the future of the head office in Sault Ste. Marie. I would encourage you to continue to engage OLG on this matter as it rolls out its modernization plan over the next few years.

I have taken the liberty of forwarding a copy of your letter to Mr. Rod Philips, President and CEO of OLG, so that he too, is aware of our correspondence.

.../cont'd

- 2 -

Thank you again for writing and I appreciate your taking the time to write and share your perspective.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Charles Sousa', written over a light blue horizontal line.

Charles Sousa
Minister

c: The Honourable Kathleen Wynne
The Honourable David Oraziotti, Minister of Natural Resources
The Honourable Michael Gravelle, Minister of Northern Development and Mines
Peter Wallace, Chair, Ontario Lottery and Gaming Corporation
Rod Philips
Tom Marinelli, Chief Transformation Officer/Chief Information Officer, OLG



5(c)
RECEIVED
MAY 30 2013
MAYOR'S OFFICE

May 16, 2013

Sault Ste. Marie Fire Services
C/O Randy Richards, Muscular Dystrophy Canada Chairperson
21 Victoria Ave.
Sault Ste. Marie, ON P6A 3J6

Dear Randy,

Since 1954, Fire Fighters have been and continue to be the backbone of Muscular Dystrophy Canada. Fire Fighters are our best ambassadors and are champions for those affected with muscular dystrophy. Last year Canadian Fire Fighters raised almost \$3.2 million for Canadians affected with muscular dystrophy and we are thrilled to inform you Ontario Fire Fighters raised 40% of that amount. The combined efforts of 275 Ontario Fire Departments/Associations raised \$1,251,000 during our past fiscal year which ran April 1st, 2012 - March 31st, 2013. Congratulations!

Thank you to the Sault Ste. Marie Fire Services for your dedication and commitment. Your generous gift of \$4,420 during this past year is helping to change the lives of those affected. Because of your support, our organization was able to assist families across Canada in the areas of support, education, equipment, advocacy and research.

Fire Fighters have been a part of Muscular Dystrophy Canada for almost 60 years and have pledged their support until a cure is found. Fire Fighter fundraising continues to be our largest and most significant source of revenue and we are extremely proud to be affiliated with you. To date Canadian Fire Fighters have raised over \$75 million. Thank you for your partnership and for being a part of this longstanding Fire Fighter tradition.

Again, on behalf of Muscular Dystrophy Canada and the thousands of Canadians affected, thank you! Should you have any questions or if I can be of any assistance, please do not hesitate to contact me at (613) 232-7334 / 1-866-337-3365 ext. 225 or e-mail pamela.musgrave@muscle.ca.

Warmest Regards,

A handwritten signature in cursive script that reads "Pamela Musgrave".

Pamela Musgrave
Senior Regional Manager

CC: Mayor Debbie Amaroso, City of Sault Ste. Marie
Rob Greve, Association President

Ontario & Nunavut Region, Ottawa Community Office:

150 Isabella Street, Suite 215, Ottawa, ON K1S 1V7
T 613.232.7334 1.866.337.3365 F 613.567.2288 W muscle.ca

A SPECIAL THANKS TO FIRE FIGHTERS AND CHAPTER VOLUNTEERS FOR THEIR OUTSTANDING WORK IN MOVING MUSCLES FOR MORE THAN 50 YEARS.
Taxation Charity Registration Number | 10775 5837 RR0001

Marconi Club
05/31/2013 13:45 705-759-2310

1-705-942-8902

p.1

CLERK'S DEPT SSMARIE

PAGE 03/03

TEMPORARY STREET CLOSURE - APPLICATION FORMMARCONI CLUBCONTACT NAME: Domenic Carota TELEPHONE: 705-942-5756ADDRESS: 450 ALBERT ST W POSTAL CODE: P6A 1C3

The above person hereby makes application for the closing of

CATHCART

(Name of street to be closed)

from HUDSON to CARMENS WAY

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

on the 14TH day of July, 20 13 from 11 am/pm to 12 am/pm
for the purpose of ITALIAN FESTIVAL**APPROVALS SECTION:**

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

Sgt. R. Magnan #208 JUN 11 2013
Signature of Official

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

Signature of Official

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

Signature of Official

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

Signature of Official

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

Signature of Official

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

Signature of Official

CITY CLERK SECTION:City Council approval was received on _____
(date) (By-law No.)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: MARCONI CLUB
DORVILLE CAROTA TELEPHONE: 705-942-5556
ADDRESS: 450 ALBERT ST W POSTAL CODE: P6A 1C3

The above person hereby makes application for the closing of

CADILLAC

(Name of street to be closed)

from HUDSON to CARMENS WAY
(reference points - street numbers, cross streets, etc.)

on the 14TH day of JULY, 20 13 from 11 am/pm to 12 am/pm
for the purpose of ITALIAN FESTIVAL

APPROVALS SECTION:

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

Signature of Official

2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3336/949-3387
Fax 949-2341
72 Tanager Street

Signature of Official

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

Signature of Official

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

Signature of Official

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

Signature of Official

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

Signature of Official

CITY CLERK SECTION:

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

Marconi Club
06/11/2013 13:45 705-759-23101-705-942-8902
CLERK'S DEPT SSMARIEp.1
PAGE 03/03**TEMPORARY STREET CLOSURE - APPLICATION FORM**

MARCONI CLUB
CONTACT NAME: DOMENIC CIAROTA TELEPHONE: 705-942-5556
ADDRESS: 450 ALBERT ST W POSTAL CODE: PH6 1C3

The above person hereby makes application for the closing of

CATHCART

(Name of street to be closed)

from HUDSON to CARMENS WAY
(reference points - street numbers, cross streets, etc.)

on the 14TH day of JULY, 20 13 from 11 am/pm to 12 am/pm
for the purpose of ITALIAN FESTIVAL

APPROVALS SECTION:

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

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

Signature of Official_____
Signature of Official

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

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

Signature of Official_____
Signature of Official

5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6683
65 Old Garden River Road

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

Signature of Official_____
Signature of Official**CITY CLERK SECTION:**

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

TEMPORARY STREET CLOSURE - APPLICATION FORM

MARCONI CLUB
CONTACT NAME: DOMENIC CAROTA TELEPHONE: 705-942-5556
ADDRESS: 450 ALBERT ST W POSTAL CODE: P6A 1C3

The above person hereby makes application for the closing of

CASHCART

(Name of street to be closed)

from HUDSON to CARMENS WAY
(reference points - street numbers, cross streets, etc.)

on the 14TH day of JULY, 20 13 from 11 am/pm to 12 am/pm
for the purpose of ITALIAN FESTIVAL

APPROVALS SECTION:

- | | |
|---|---|
| 1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East | 2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street |
|---|---|

Signature of Official

Signature of Official

- | | |
|--|--|
| 3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road | 4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street |
|--|--|

Signature of Official

Signature of Official

- | | |
|---|--|
| 5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 949-1227
Fax 945-6883
65 Old Garden River Road | 6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY) |
|---|--|

Signature of Official

Signature of Official

CITY CLERK SECTION:

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

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: MARCONI CLUB
DORNIC CAROTA TELEPHONE: 705-942-5556
ADDRESS: 450 ALBERT ST W POSTAL CODE: P6A 1C3

The above person hereby makes application for the closing of

CASHCART

(Name of street to be closed)

from HUDSON to CARMENS WAY
(reference points - street numbers, cross streets, etc.)

on the 14TH day of JULY, 20 13 from 11 am/pm to 12 am/pm
for the purpose of ITALIAN FESTIVAL

APPROVALS SECTION:

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Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East

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Telephone 949-3335/949-3387
Fax 949-2341
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3. Public Works & Transportation Dept.
Telephone 541-7000
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Signature of Official

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Fax 945-6883
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Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

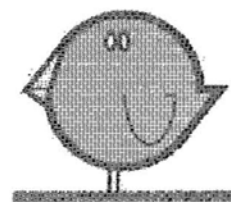
[Signature]
Signature of Official

Signature of Official

CITY CLERK SECTION:

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

5(e)



OFFICE OF THE
CITY CLERK
SAULT STE MARIE

MAY 27 2013

May 24th, 2013

RECEIVED CITY CLERK	
MAY 24 2013	
NO.:	52729
DIST:	Legal, Agenda

Donna Irving, City Clerk
99 Foster Drive
Sault Ste Marie, On
P6A 5N1

Dear Ms. Irving,

We are once again requesting to extend the liquor license at 651 Queen St East (Loplop Gallery Lounge) to include the sidewalk immediately in front of the business. The approximate area to be licensed is 25' by 25'. We are requesting the extension July 17-20 and August 7-11 this year. This licensing will coincide Downtown Days, Rotaryfest (Loplop Second Stage) and Buskerfest 2013

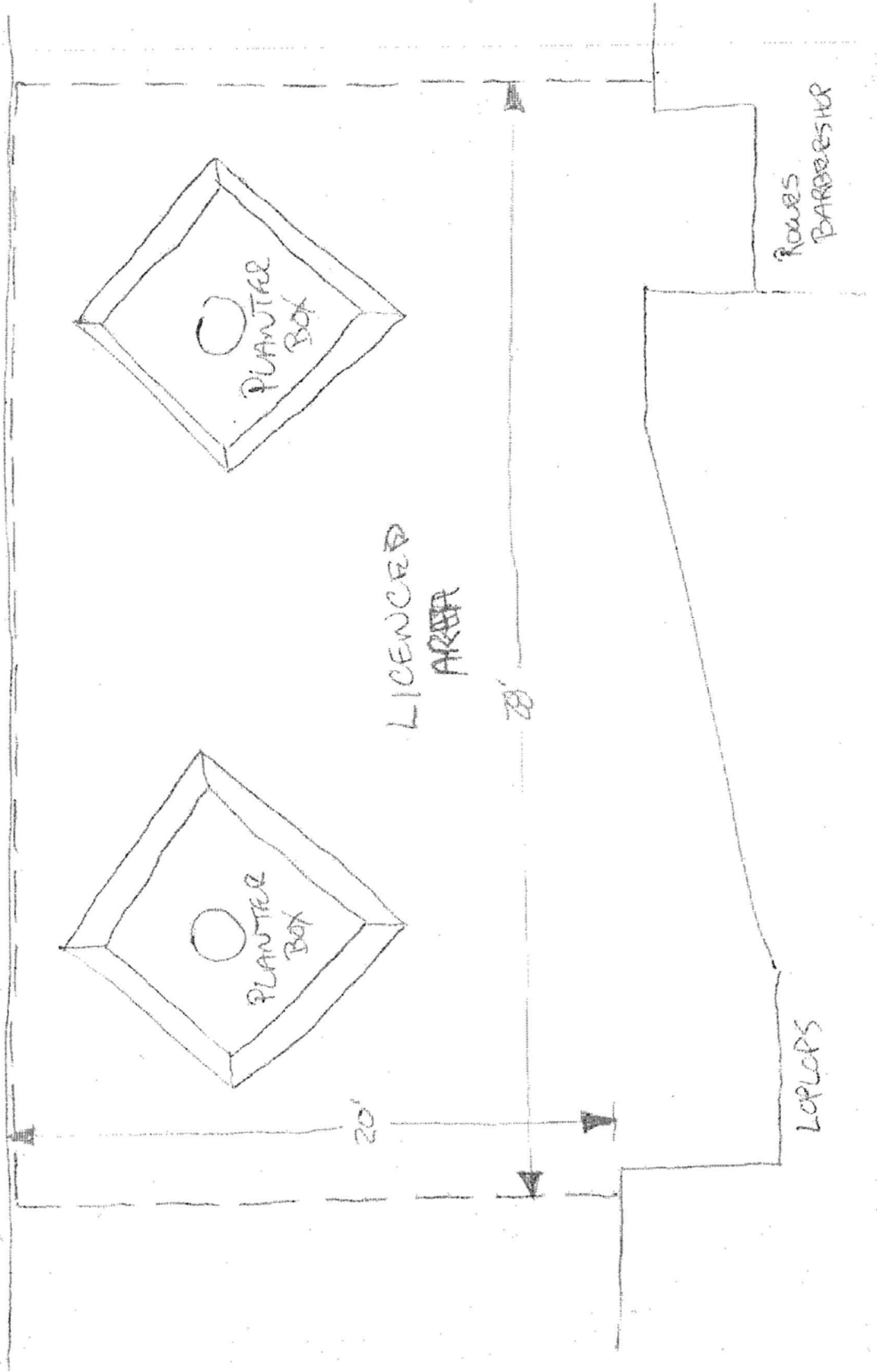
If you require any further information please do not hesitate to contact me at 945.0754. or at 705.297.2814 (text available and preferred).

Thank you for your consideration,

Sincerely,

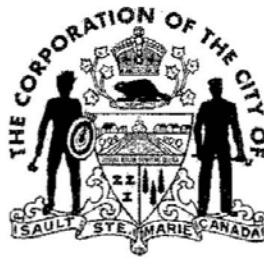
Stephen Alexander
Owner - Loplop Gallery Lounge

QUEEN STREET



5(f)

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 06 24

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. **Madison Zuppa – Engineering Department**
Regional Energy Planning & Siting in Ontario
June 24, 2013
Sudbury, Ontario
Estimated total cost to the City - \$ 261.25
Estimated net cost to the City - \$ 261.25

Yours truly,

JMF: bb

Joseph M. Fratesi
Chief Administrative Officer

Tim Gowans
Manager of Purchasing



5(g)
Finance Department
Purchasing Division

2013 06 24

Mayor Debbie Amaroso and
Members of City Council

RE: TENDER FOR ROOF REPLACEMENT - JESSIE IRVING CHILDREN'S CENTRE

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the Replacement of the Roof at the Jessie Irving Children's Centre as required by the Community Services Department.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held June 13, 2013, with Councillor Marchy Bruni representing City Council.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with the City's Consultant for the project, Mr. Yves Rochon, Garland Canada, and Mr. Nick Apostle, Commissioner of Community Services. Mr. Rochon's report concerning the tenders received is attached for your reference.

IMPACT

Funding for the project was approved in the 2013 Capital from Current Budget. The low tendered price is within the amount budgeted for the project.

STRATEGIC PLAN

This reroofing project is listed as an activity under Strategic Direction 1: Developing Solid Infrastructure; Objective 1C – Property Management & Development in the Corporate Strategic Plan.

RECOMMENDATION

It is therefore my recommendation that the tender for the Roof Replacement at the Jessie Irving Children's Centre be awarded to Pro North Roofing at their low tendered price, meeting specifications, for the total project cost of \$182,669.00, plus HST.

-More-

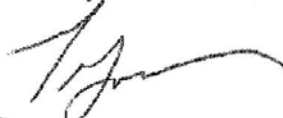
5(g)

2013 06 24
Page 2

It is further recommended that the City's Consultant, Mr. Yves Rochon, be authorized to provide a Letter of Intent formally authorizing Pro North Roofing to proceed with this project. A By-law authorizing signature of a formal contract for the work will appear on a future Council Agenda.

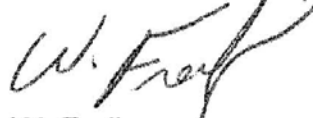
This report is submitted for Council's approval.

Respectfully submitted,

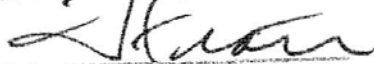

Tim Gowans
Manager of Purchasing

TG:nt
Attach.

Recommended for approval,


W. Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

5(g)



since 1895

GARLAND CANADA INC.

YVES ROCHON

DISTRICT MANAGER

NORTHERN ONTARIO – QUEBEC – MARTIMES

127 WEST PENINSULA ROAD, NORTH BAY, ONTARIO, P1B 8G4

PHONE: (705) 482-8001 • FAX: (705) 474-5084

EMAIL: rochon@garlandcanada.com

www.garlandcanada.com

Monday June 17th, 2013

Mr. Tim Gowans
Manager of Purchasing – Finance Department
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Re.: (13-107) Jessie Irving Roof Replacement Tender – Opinion of Tender Results/Submittals

Mr. Gowans,

Please be advised that I have reviewed the four (4) submissions pertaining to the above noted tender. The following are the results as observed including all applicable allowances (total project cost) – HST extra:

<i>Low Bidder:</i>	ProNorth Roofing	\$182,669.00
<i>2nd:</i>	Maverick and Son Exteriors	\$188,500.00
<i>3rd:</i>	Semple Gooder North	\$199,610.00
<i>4th:</i>	Flynn Canada	\$283,643.00

Via copy of this letter, it is Garland Canada's recommendation to proceed with the low bidder – ProNorth Roofing, as it is our opinion that their bid is both compliant, and priced competitively.

Please do not hesitate to contact me should you have any questions, and/or concerns with the information contained herein.

Sincerely,

Yves E. Rochon



Tim Gowans
Manager of Purchasing



Finance Department
Purchasing Division

2013 06 24

Mayor Debbie Amaroso and
Members of City Council

RE: RFP FOR CHILLER REPLACEMENT – MCMEEKEN CENTRE (2013CD01P)

PURPOSE

Attached hereto for your information and consideration is a report prepared on behalf of the Evaluation Committee concerning proposals received for the Replacement of the Chiller at the McMeeken Centre, as required by the Community Centres Division of the Community Services 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 June 12, 2013.

ANALYSIS

Proposals from four (4) proponents were received prior to the closing date:

Cimco Refrigeration, Concord, ON
Metal-Air Mechanical Systems Ltd., Val Caron, ON
Nor-Therm Refrigeration Ltd., Sault Ste. Marie, ON
S & T Group, Sault Ste. Marie, ON

The proposals received have been evaluated by a committee comprised of staff from the Community Services Department, Community Centres Division-Community Services Department, and Purchasing Division-Finance.

The proponent scoring the highest in the evaluation process was Metal-Air Mechanical Systems Ltd.

IMPACT

The price for Replacement of the McMeeken Centre Chiller as proposed by Metal-Air Mechanical Systems Ltd. is \$44,589.10 plus HST. This amount is within the budget of \$89,000.00 as approved by City Council for 2012 Capital from Current.

-More-

5(h)

2013 06 24
Page 2

STRATEGIC PLAN

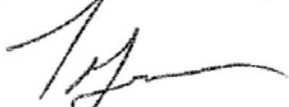
Replacement of the Chiller at the McMeeken Centre is not an activity listed in the Corporate Strategic Plan.

RECOMMENDATION

It is therefore my recommendation that the Proposal submitted by Metal-Air Mechanical Systems Ltd. for the Replacement of the Chiller at the McMeeken Centre be accepted.

This report is submitted for Council's approval.

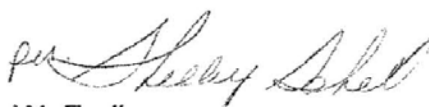
Respectfully submitted,



Tim Gowans
Manager of Purchasing

TG:nt

Recommended for approval,



W. Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL



Joseph M. Fratelli
Chief Administrative Officer

Peter A. Liepa
City Tax Collector



Finance Department
Tax & Licence Division

2013 06 24

Mayor Debbie Amaroso and
Members of City Council

RE: Property Tax Appeals

PURPOSE

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

BACKGROUND

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

ANALYSIS

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

IMPACT

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

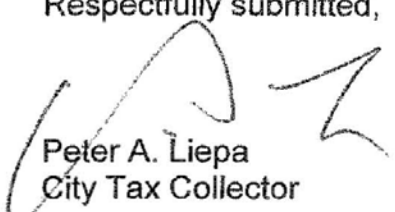
STRATEGIC PLAN

Not applicable

RECOMMENDATION

That the report of City Tax Collector dated 2013 06 24 pursuant to Section 357 of the Municipal Act be approved and that the tax records be amended accordingly.

Respectfully submitted,


Peter A. Liepa
City Tax Collector

Recommended for approval,


William Freiburger
Commissioner of Finance & Treasurer


Joseph M. Frate
Chief Administrative Officer

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

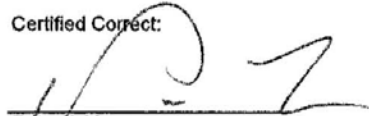
APPLICATION TO COUNCIL TO CANCEL
OR REFUND PROPERTY TAXES PURSUANT TO SECTION 357
OF THE MUNICIPAL ACT, 2001

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

DATE: 2013 06 24
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	2011		TOTAL ADJUSTMENT
						CANCELLATIONS TAXES	INTEREST	
010-070-107	00138 Dacey Road	Hodgson Lisa Ann	RT	E	11-056	597.32		597.32
2012								
010-001-006	01271 Wellington Street East	Hertz June Ann	RT/CT	A	12-042	56.83	1.56	58.39
010-034-008	00071 Centennial Aveune	Community Living Algoma	RT	B	12-043		Confirmed	
010-070-107	00138 Dacey Road	Hodgson Lisa Ann	RT	E	12-044	691.51		691.51
060-070-025	00161 Sunnyside Beach Road	Autio Stephen Richard	RT	D	12-045	354.00		354.00
2013								
010-033-046-50	00053 Dell Avenue	Sault Ste. Marie City	RT	B	13-002	76.87	2.04	78.91
010-033-046-56	00050 Dell Avenue	Sault Ste. Marie City	RT	B	13-003	85.14	2.28	87.42
010-033-046-60	00032 Louise Avenue	Sault Ste. Marie City	RT	B	13-004	87.89	2.34	90.23
010-033-046-66	00029 Louise Avenue	Sault Ste. Marie City	RT	B	13-005	88.36	2.40	90.76
050-001-080	00061 Adelaide Street	Krell Roy Wendelin	RT	C	13-006		Confirmed	
REPORT TOTAL						2,037.92	10.62	2,048.54

Certified Correct:


Peter A. Liepa
Tax Collector

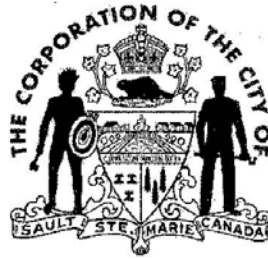
- A. REALTY TAX CLASS CONVERSION (COMMERCIAL TAX CLASS TO RESIDENTIAL TAX CLASS)
B. BECAME EXEMPT AFTER RETURN OF ROLL
C. RAZED BY FIRE AFTER RETURN OF ROLL

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

2013

5(j)

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



Clerk's Department

2013 06 24

Mayor Debbie Amaroso and
Members of Council

RE: PROCEDURE BY-LAW REVIEW

PURPOSE

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

BACKGROUND

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

A committee comprised of: Mayor Debbie Amaroso, Councillor Paul Christian, Councillor Brian Watkins, CAO Joe Fratesi, City Clerk Malcolm White, City Solicitor Nuala Kenny and Deputy City Clerk Rachel Tyczinski reviewed the by-law and recommended various amendments in a report to Council dated 2013 02 19. Adoption of the proposed amendments was postponed at that time.

The 2012 02 19 Council report is attached hereto; however, for ease of reference, all proposed amendments are captured in this report.

ANALYSIS

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

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

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

1. *Seating of Members of Council* – The current by-law states that the Mayor shall determine the order of seating of members in the chamber prior to the inaugural meeting of Council. The following amendment is recommended: "So long as members are elected from wards and the chamber is divided into two sides or rows, one member from each ward shall be seated in each row or side. The member with the greatest seniority of continuous service shall be seated at the

5(j)

end of the row or side closest to the head of Council. Where seniority is equal, seating shall be determined alphabetically by last name. The order of seating shall remain in effect for the whole of the term."

2. *Regular Meetings – Date and Time* – The current by-law states that regular meetings of Council be held twice per month except during the months of July and August. The month of December has been added to the exceptions. Wording has also been added to provide for the holding of a meeting on a Tuesday where a meeting would otherwise fall on a holiday Monday.
3. *Notice of Cancellation or Change in Date or Time of Meetings, Special Meetings* – The current by-law contains no provisions as to notice to the public of cancellation or change in date or time of a meeting, or for a special meeting. The following amendment is recommended: "Notice of special meetings shall be posted to the City's web page and distributed to the media as soon as possible."
4. *Delegations* – It is recommended that the wording for delegations be clarified to state actual practice – that a request must be made in writing, giving details of the matter to be spoken to, at least one week in advance of the Council meeting, and that the request is decided by the Agenda Review Committee.

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

1. *Length of Meeting* – The current by-law states that a simple majority vote is sufficient to carry a motion to suspend the provisions of the procedure by-law allowing a meeting to exceed five hours. As such a motion impacts the rights of members, it properly requires a 2/3 vote to pass and this should be corrected.
2. *Closed Session* – The provisions of section 239(2) of the *Municipal Act 2001* setting out closed session provisions are articulated in the by-law for ease of reference.
3. *Recorded Votes* – The current by-law states that any member, before the question is put, may require that the vote be recorded. Section 246(1) of the *Municipal Act 2001* provides that the request may be made immediately before or after the taking of the vote, and it is recommended that the new by-law reflect the statutory provision.
4. *Rules of Parliament* – The current by-law refers to Bourinot's Rules of Order as the parliamentary authority to be used in situations not specifically provided for in the procedure by-law. As Bourinot's deals primarily with procedure in the House of Commons of Canada and on the "procedure at public assemblies including meetings of shareholders", the committee recommends adoption of "*Meeting Procedures: Parliamentary Law and Rules of Order for the 21st Century*" by James Lochrie, Canadian parliamentarian. Lochrie's *Meeting Procedures* is relatively jargon-free and was written with a focus on non-profit organizations,

professional associations, and public bodies such as school boards and municipal councils. The author is a professional parliamentarian registered with the American Institute of Parliamentarians, who works mainly with Ontario and Canadian organizations, including municipalities and school boards.

5. *Proper Terms for Motions* – The current by-law uses a smattering of terms for motions, some of which are not parliamentarily correct (i.e. a motion to “defer” is properly a motion to “postpone”). It is recommended that the proper terms be referenced in the by-law, including a definition, order of precedence, rules of debate, and, where more than a majority vote is required to carry, a statement to that effect.

The following amendments are recommended for efficiency:

1. *Acting Mayor* – The matter of creating the position of Deputy Mayor was debated at the 2013 06 10 meeting of Council and subsequently defeated. Based on the discourse during that debate, the following wording respecting the position of Acting Mayor is recommended:

“At the first regular meeting of Council in its term, a by-law shall be placed on the Agenda to designate a rotation list for Acting Mayor. Each Councillor shall be assigned a month of the year during which that Councillor shall act in the event that the Mayor:

- a) does not attend at a meeting within fifteen minutes after the time appointed for the meeting;
- b) has informed the Clerk that he/she will be late to the meeting;
- c) is unable to chair the meeting or a portion thereof due to the provisions of the *Municipal Conflict of Interest Act*;
- d) cannot attend to the business duties of the position of Mayor due to illness or absence;
- e) refuses to act; or
- f) if the Mayor’s office is vacant.

The rotation list shall be determined by the City Clerk after consulting with Council members as to their availability for certain months.

Section 27.2 shall not apply to the Acting Mayor. (ex officio member of committees).

A motion to amend the rotation list of Acting Mayors may be made without notice upon the written consent of the Councillor directly concerned.”

2. *Notice to Members of Council* – The current by-law provides that notice of special meetings be given to members of Council by e-mail *and* facsimile transmission or delivery to each member of Council at his/her home *and* place of business or by such other manner as the head of Council shall direct. It is recommended that this be changed to e-mail *or* facsimile transmission *or* delivery to home *or* place of business.

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Report to Council – Procedure By-law

2013 06 24

Page 4.

As Council is aware, a complaint was filed with the Ontario Ombudsman with respect to meetings of the Procedure By-law Review Committee. The Ombudsman's review revealed that the existing procedure by-law did not define committees of Council other than "special committees". For this reason, it is recommended that the "Committee" section of the by-law be expanded to define committees as follows:

"Committees of Council include:

- a) Advisory and other committees or boards whose members are appointed by Council for an ongoing purpose;
- b) Special committees appointed by Council or the head of Council at any time as is deemed necessary for the consideration of special matters.

Pursuant to Section 238(1) of the *Municipal Act, 2001* and further discussion with the Ombudsman's office, task forces composed of a majority of staff members are not intended to be subject to the provisions of this by-law.

IMPACT

There is no budgetary impact to adopting a new procedure by-law.

STRATEGIC PLAN

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

RECOMMENDATION

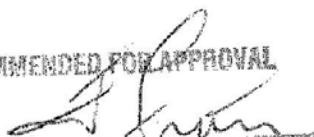
By-law 2013-100 appears under agenda item 10 and is recommended for approval.

Respectfully submitted,



Malcolm White
City Clerk

RECOMMENDED FOR APPROVAL



Joseph M. Pratesi
Chief Administrative Officer

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



City Clerk's Office

6(1)(4) 5(j)

2013 02 19

Mayor Debbie Amaroso and
Members of Council

RE: PROCEDURE BY-LAW REVIEW

PURPOSE

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

BACKGROUND

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

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

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

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

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

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

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ANALYSIS

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

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

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

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

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

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

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

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

The following amendments are recommended for efficiency:

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

IMPACT

There is no budgetary impact.

STRATEGIC PLAN

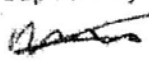
Review of the procedure by-law is an operational activity not articulated in the corporate Strategic Plan.

RECOMMENDATION

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

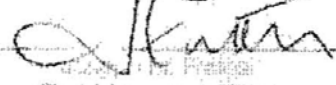
2013 02 19
Page 4

Respectfully submitted,



Malcolm White
City Clerk

RECEIVED BY THE CITY CLERK



City Administrative Center

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SSMRA

Sault Ste. Marie Ratepayers Association

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



saultste.mariers@hotmail.com

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

Dear Mr. White:

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

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

SECTION 38 DELIVERY OF AGENDA TO MEMBERS AND THE PUBLIC:

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

SECTION 40 DELEGATIONS:

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

SECTION 41 BY-LAWS ETC.:

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

ADDITIONAL SUBMISSION:

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

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

Rachel Tyczinski
Deputy City Clerk &
Manager of Quality
Improvement



City Clerk's
Department

2012 01 23

Mayor Debbie Amaroso and
Members of City Council

RE: COUNCIL AGENDA PROCESS

PURPOSE

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

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

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

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

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

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

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

BACKGROUND

The current Council agenda preparation process is as follows:

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

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

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

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ANALYSIS

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

1. Moving the agenda preparation schedule ahead by 24 hours

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

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

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

3. Electronic Agendas

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

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

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

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

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

IMPACT

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

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

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

STRATEGIC PLAN

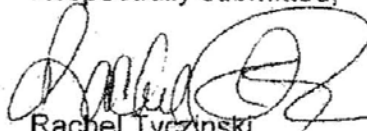
Council administration software has been identified as an activity in the Corporate Strategic Plan under Strategic Direction 2: Delivering Excellent Services; Objective 2D – Technological Innovation

RECOMMENDATION

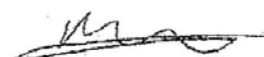
The City Clerk's Department does not recommend adoption of option #1 above (advancing agenda process by 24 hours). Option #2 (circulating an electronic copy of the preliminary agenda outline on Wednesday afternoon) is recommended as an interim measure pending adoption of an electronic agenda process.

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

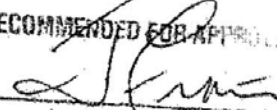
Respectfully submitted,


Rachel Tyczinski
Deputy City Clerk and
Manager of Quality Improvement

Recommended for approval,


Malcolm White
City Clerk

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer



Bellevue & Bondar Marinas
Cultural
Historic Sites
Leisure Services/Leadership
Recreational Lock
Roberta Bondar Tent Pavilion
Seniors' Services
Sports/Events/Development

2013 06 24

Mayor Debbie Amaroso and
Members of City Council

REQUEST FOR FINANCIAL ASSISTANCE FOR NATIONAL / INTERNATIONAL SPORTS COMPETITIONS – REID'S MARTIAL ARTS TEAM

PURPOSE

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

BACKGROUND

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

ANALYSIS

The attached application was received from John Reid for a financial assistance grant for a team of six (6) athletes to attend the World Karate and Kickboxing Council's Canadian Championships in Ottawa, Ontario from May 17-19, 2013. The Parks and Recreation Advisory Committee reviewed the application at their meeting on June 4, 2013 and found that it meets the criteria of the Financial Assistance Policy subject to confirming the eligibility of all participants. The policy states that teams of 2 – 6 participants are eligible for \$400 in financial assistance. The following resolution was passed:

Moved by: M. Headrick

Seconded by: D. Greenwood

"Resolved that the Parks and Recreation Advisory Committee endorse the application by John Reid for his martial arts team of six (6) athletes for financial assistance in the amount of \$400 for their participation in the World Karate and Kickboxing Council's Canadian Championships in Ottawa, Ontario from May 17-19, 2013 subject to confirming team member eligibility and that once confirmed a report be sent to City Council for their approval."

CARRIED

City staff have confirmed that all participants were eligible to compete in the competition.

-More-

IMPACT

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

STRATEGIC PLAN

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

RECOMMENDATION

That the report of the Manager of Recreation and Culture concerning a financial assistance grant for John Reid's martial arts team be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council approve a \$400 financial assistance grant for their participation in the World Karate and Kickboxing Council's Canadian Championships in Ottawa, Ontario from May 17-19, 2013, be approved.

Respectfully submitted,



Joseph J. Cain
Manager Recreation and Culture

Recommended for approval,

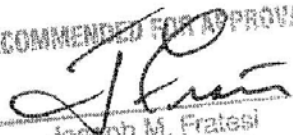


Nicholas J. Apostle
Commissioner Community Services

li/reccult/prac/national int sport financial assist/2013/council report reid

attachments

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

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

PLEASE PRINT

Name and Address of Applicant:

Correspondence will be directed to this name and address.

Name: John Reid

Address: [REDACTED]

Sault Ste. Marie, Ontario Postal Code: [REDACTED]

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

Email: [REDACTED]

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

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

Name: See attached

Address: [REDACTED]

Postal Code: [REDACTED]

Name of Team or Club (if applicable):

Name of National or International Sporting Competition:

WKC Canadian Championships

Date(s) of Competition:

May 17-19, 2013

Location of Competition:

Ottawa, Ontario

Name of Sports Governing Body:

World Karate and Kickboxing Council

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

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

\$ ~~750.00~~ 400

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

Registration Fees - \$60 per event for first 3 then \$30 additional

Have you previously requested financial assistance from the City?

No _____ Yes ☒ Amount \$ 200.00

If yes, please indicate the year(s):

2002-2010

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

John Reid

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

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

DATE: 2013 05 29
Year Month Day

John Reid Athlete/Coach [Signature]
Name Title Signature
(Applicant) (If applicable)

[Redacted]
Phone Number

Melanie Robson Secretary M Robson
Name Title Signature
(Club Official)

[Redacted]
Phone Number

- Two signatures are required.
- Applications submitted with only one signature will not be accepted.

PLEASE RETURN THIS FORM IN PERSON OR BY MAIL TO:

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

For additional information:

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

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

LIST OF ATHLETES:

Megan Barnes

[REDACTED]
Sault Ste. Marie, Ontario ✓Competed + has a
spot on Team Canada

Matthew Kelly

[REDACTED]
Marathon, Ontario ✓Competed.
Has a spot on Team Canada

James Laliberte

[REDACTED]
Sault Ste. Marie, Ontario ✓Competed
Alternate spot on Team Canada.

Tate Laliberte

[REDACTED]
Sault Ste. Marie, Ontario ✓

Competed!

Lily MacKenzie

[REDACTED]
Sault Ste. Marie, Ontario ✓Competed.
Team Canada spot.

Samantha MacKenzie

[REDACTED]
Sault Ste. Marie, Ontario ✓Competed.
Team Canada spot.

John Reid

[REDACTED]
Sault Ste. Marie, Ontario ✓

Coach.

WKC CANADA

2013 NATIONAL CHAMPIONSHIPS

INVITATION

Congratulations on qualifying for the 2013 WKC Canadian Championships. You are one of the select competitors from across Canada who is now eligible to compete at the National Championships. The WKC holds regional qualifiers in Quebec, Ontario, Northern Ontario, Manitoba, Alberta and British Columbia. The winners from each of these events are invited to compete at the Canadian Championships May 17th, 18th, 19th. This year the Canadian Championships are being held in Ottawa.

The Canadian Championships are a three day event. All forms, weapons and point sparring competitors are guaranteed two rounds of competition. All continuous competitors have two rounds of competition on Friday. The event is held over three days to give all competitors a fair chance at winning. We have two goals in running the event, one is to crown a true Canadian Champion and the other is to select a Canadian Team to compete at the World Championships. All of our top four winners in each division are eligible to attend the 2013 WKC World Championships, which are being held in Italy this year.

WKC Canadian Championships

When: May 17th, 18th, 19th.

Where: Delta Ottawa City Centre Hotel, 101 Lyon St. Ottawa.

Weigh-in and registration: Thursday, May 16th 7:00pm-9:00pm / Friday, May 17th 10:00am-9:00pm

Note all registration and weigh-in will be done Thursday or Friday.

Cost: \$60 per event for the first three, \$30 for each additional

Spectators: Free

Start Times: Round 1 of all forms and weapons – Friday 1:00pm

Rounds 1 and 2 of continuous sparring – Friday 5:00pm

Round 2 of forms and weapons – Saturday 9:00am {competitors compete in the reverse order of day 1}

Round 1 of point sparring – Saturday 2:00pm

Round 2 of point sparring – Sunday 9:00am

Judges Meeting – Friday, May 18th 12:00pm - 1:00pm

Rules: All WKC rules will be followed. Please check online to view all the rules.

Hotel: Delta Ottawa City Centre, 101 Lyon St. Ottawa, K1R 5T9. Call 1-613-237-3600 or 1 888 890 3222 and mention WKC Karate Championships for discounted room rate. The hotel will sell out shortly.

2013 WKC World Championships

October 14th to 19th

Taranto, Italy

For more information please go to our website www.wkccanada.com or call 613 – 234 – 5000.

5(K)

SOOTODAY.com

Local martial arts school qualifies four for Italy championship

Sunday, May 26, 2013 by: SooToday.com Staff



NEWS RELEASE

REID'S MARTIAL ARTS

Members of Reid's Martial Arts recently competed in Ottawa during the long weekend at the World Karate/Kickboxing Council (WKC) Canadian National Championship.

Six students of Master John Reid, competed against the best from all across Canada and returned to the Soo with eight medals including a Gold.

Results:

Sam (Samantha) Mackenzie

Gold medal in Womens Continuous Sparring (- 50 kg)

Silver medal in Womens Point Sparring (-50 kg)
Bronze medal in Womens Korean Forms

Matthew Kelly

Silver medal in Mens Point Sparring (- 85 kg)
Bronze medal in Mens Continuous Sparring (-85kg)

Megan Barnes

Bronze medal in Girls 13-15 yrs, Point Sparring (-60kg)
Bronze medal in Girls 13-15 yrs, Korean Forms

Lily Mackenzie

Bronze medal in Girls under 12 yrs, Continuous Sparring (-35kg)

As a result of their great performances, all four have earned a spot on the Canadian National Team, and are eligible to compete at the 2013 World Championships held in Taranto Italy this October.

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES



COMMUNITY SERVICES DEPARTMENT
Community Centres Division
Municipal Day Nurseries Division
Recreation & Culture Division

2013 06 24

Mayor Debbie Amaroso and
Members of City Council

**CANADIAN RED CROSS – SAULT STE. MARIE HOME MAINTENANCE
SNOW REMOVAL PROGRAM**

Attached is a progress report from Diane Lajambe, District Branch
Manager, Canadian Red Cross, Sault Ste. Marie.

This is provided for Council's information.

Respectfully submitted,

Nicholas J. Apostle
Commissioner Community Services

li/council/2013/Canadian red cross snow removal program

attachment



5(1)
**CANADIAN
RED CROSS**

**CANADIAN RED CROSS
SAULT STE. MARIE AND DISTRICT BRANCH
HOME MAINTENANCE – SNOW REMOVAL PROGRAM
May 2013**

SAULT STE. MARIE AND
DISTRICT BRANCH
105 ALLARD STREET
SAULT STE. MARIE, ON
P6S 5G2

705-759-4347

2012 – 2013 snow season 231 clients had 5214 units of service. (one unit equals one snow removal job) As a result the total \$50,000 was utilized to provide subsidies to our clients.

On average each senior received 23 units and paid \$16.67 per job. All clients receive some form of subsidy. Subsidies are provided at the rate of 80%; 48% and 1% depending upon the income of the clients. 80% of clients received subsidies greater than 1%. 20% paid the maximum fee of \$28.00 per job (which is a subsidy of about 1%) The contractor is paid \$27.00 plus HST for a total of \$30.51 – some are higher due to the size of the driveway.

In our annual client satisfaction 68% indicated that they would not be able to stay safely in their own home without our service. 81% felt that the service impacted positively on their quality of life and 76% are satisfied with the fees.

When asked what they would do without the Red Cross service, some responses included:

- I am on Oxygen and need the driveway plowed to go to the hospital
- Go to a nursing home
- It would cause some financial hardship to pay for non-subsidized services
- Meals and other service providers could not access front door
- I would be "housebound" many days in winter if I had no snow removal

If you would like further information, or need clarification, please do not hesitate to contact me.

Respectfully submitted by,

Diane Lajambe
District Branch Manager



2013 06 24

Mayor Debbie Amaroso and
Members of City Council

CULTURAL ADVISORY BOARD BYLAW - PROPOSED REVISIONS

PURPOSE

The purpose of this report is to provide City Council with an updated Cultural Advisory Board bylaw for approval. The revised bylaw appears elsewhere on Council's agenda as Bylaw 2013-117.

BACKGROUND

The Cultural Advisory Board was first established on October 21, 1991 under Bylaw 91-230 to be an advisory body for City Council in matters related to arts and culture within the City. On November 18, 2002, Council approved the first Cultural Policy for the City of Sault Ste. Marie and revised the bylaw on May 12, 2003 as Bylaw 2003-112. The Cultural Policy has been updated from time-to-time since 2002, the most recent being February 19, 2013; however the CAB operating bylaw has remained unchanged since 2003. In August 2007, City Council approved changes to the composition and term limits of Boards and Committees of Council which created the need to update the current bylaw. This provided an opportunity to improve some of the wording in the current bylaw to better reflect the operation of the Cultural Advisory Board. A copy of the proposed bylaw is attached.

ANALYSIS

The proposed Bylaw 2013-117 includes the following:

Clause 1

Cultural Advisory Board - The Cultural Policy of February 19, 2013 as approved by Council replaces the November 18, 2002 version.

Clause 2

Composition of the Board - The composition of the Board has changed from two City Councillors to one. The updated bylaw states that members of the community are chosen based on their "knowledge, interest and involvement in culture as defined by the Cultural Policy" replacing the statement in Bylaw 2003-112 "shall represent areas of visual, performing, literary, heritage and media arts".

Clause 3

Officers - This is an addition to the policy to specify the executive and administration of the Board.

Clause 4

Cultural Areas - Specific cultural areas have been removed in favour of an equal representation of "all areas of culture without bias as defined in the Cultural Policy."

Clause 5

Term of Appointments - Changes reflect the revisions to term limits approved by City Council in August 2007 for all Boards and Committees of Council.

Cultural Advisory Board Bylaw - Proposed Revisions
2013 06 24
Page 2

Clause 6

Vacancies – Changes to this section are designed to make the process of filling vacancies consistent with other boards and committees of Council.

Clause 7

Meetings – This is a new section designed to specify how and when meetings of the Cultural Advisory Board are planned.

Clause 8

Ad Hoc/ Sub Committees – This is a new section designed to specify how and the parameters under which special committees of the Cultural Advisory Board are to operate.

Clause 9

Pecuniary Interest – Some minor wording has been removed, however the intent of this section remains unchanged.

Clause 10

Conflict of Interest – Some minor wording has been removed to provide clarification however the intent of this section remains unchanged.

The Cultural Advisory Board has reviewed the proposed changes to the bylaw at their meetings from October 2012 to the present and endorse the revisions as proposed in this report.

IMPACT

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

STRATEGIC PLAN

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

RECOMMENDATION

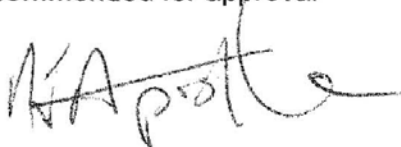
That the report of the Manager of Recreation and Culture concerning revisions to the Cultural Advisory Board Bylaw be received as information and that the bylaw which appears elsewhere on Council's agenda as Bylaw 2013-117 and as endorsed by the Cultural Advisory Board, be approved.

Respectfully submitted
 on behalf of the Cultural Advisory Board



Joseph J. Cain
 Manager Recreation and Culture

Recommended for approval

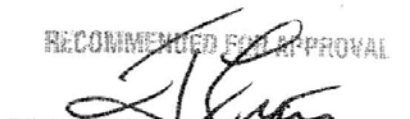


Nicholas J. Apostle
 Commissioner Community Services

joirec/culturalpolicy/council report on bylaw cultural policy June 24 2013

cc: N. Kenny, City Solicitor
 M. White, City Clerk
 Cultural Advisory Board

RECOMMENDED FOR APPROVAL


 Joseph M. Fratesi
 Chief Administrative Officer

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-117

CULTURAL ADVISORY BOARD: (L5.3) A by-law to re-establish a Cultural Advisory Board and to repeal By-law 2003-112.

WHEREAS City Council did on October 21st, 1991 pass By-law 91-230 to establish a Cultural Advisory Board;

AND WHEREAS City Council did on May 12th, 2003 pass By-law 2003-112 to re-establish a Cultural Advisory Board;

AND WHEREAS City Council did on February 19th, 2013 pass a resolution accepting the report of the Manager of Recreation and Culture concerning revisions to the Cultural Policy and approving the revisions to the Cultural Policy;

AND WHEREAS the Cultural Advisory Board must work within the Cultural Policy adopted by Council on February 19th, 2013 and as amended by Council from time to time;

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **CULTURAL ADVISORY BOARD**

A Cultural Advisory Board (the "Board") is hereby established whose task it is to make recommendations on all matters referred to it by City Council utilizing the Cultural Policy approved by City Council on February 19, 2013 and as amended by City Council from time to time.

2. **COMPOSITION OF THE BOARD**

The Board shall be composed of the Mayor as ex-officio, one City Councillor and four members of the community based on their knowledge, interest and involvement in culture as defined in the Cultural Policy.

3. **OFFICERS**

At the first meeting of each year, the Board shall elect a Chairperson and Vice-Chairperson from its membership. The Secretary and Administrator of the Board shall be the Manager of Recreation and Culture or his/her designate.

4. **CULTURAL AREAS**

The members of the community appointed to the Board shall represent all areas of culture without bias as defined in the Cultural Policy.

5. **TERM OF APPOINTMENTS**

The members of the community appointed to the Board shall be appointed for a term of two (2) years.

6. **VACANCIES**

When vacancies on the Board arise, the Board shall invite applications by publishing the vacant positions in a local newspaper, as well as on the City Website. All applications received shall be reviewed by the Board. The Board shall submit a list of the recommended candidates, including brief resumes, to City Council for appointment to the Board by City Council. All recommended candidates shall meet the requirements under Section 2 of this by-law, and are not required to be a member of a local cultural group.

7. **MEETINGS**

Meetings of the Board are held on such regular basis as the Board deems necessary to complete its business. The Chairperson of the Board may call a meeting at any time. All meetings of the Board shall be subject to the open meeting provisions of the *Municipal Act, 2001*.

8. **AD HOC/SUB-COMMITTEES**

Special projects may require the creation of Ad Hoc or Sub-Committees of the Board (the "Special Committees"). Membership on such Special Committees may be extended to community representatives and/or experts outside of the Board's membership. Membership on such Special Committees must be approved by a resolution of the Board. Such Special Committees shall report their findings to the Board, and shall have no authority to make decisions on behalf of the Board.

9. **PECUNIARY INTEREST**

A person is not eligible to be a member of the Board or any Special Committee if that person is a paid staff member of any local cultural group. Any member of the Board who has a pecuniary interest in any such cultural group must declare this interest at their earliest possible opportunity.

5(m)

10. **CONFLICT OF INTEREST**

Members of the Board who are board members of a local cultural group must declare their involvement to the Board.

11. **EFFECTIVE DATE**

This by-law is effective on the date of its final passing.

12. **BY-LAW 2003-112 REPEALED**

By-law 2003-112 is hereby repealed.

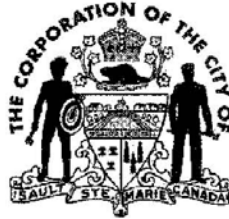
PASSED in open Council this 24th day of June, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

JOSEPH J. CAIN
MANAGER RECREATION & CULTURE DIVISION

VIRGINIA MCLEOD
SUPERVISOR COMMUNITY SERVICES



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

2013 06 24

Mayor Debbie Amaroso and
Members of City Council

OUTDOOR FITNESS EQUIPMENT

PURPOSE

This report is in response to the City Council resolution dated 2012 08 13:

"Whereas most neighbourhood parks in Sault Ste. Marie are youth-oriented and equipped as such (slides, swings, low-level climbing apparatus); and

Whereas more teen and adult oriented fitness systems are becoming more prevalent and popular in North America (soon to be 20 in New York City, London and Woodstock, Ontario); and

Whereas such a system located somewhere in the waterfront area, preferably adjacent to or close to the Rowsell Hub Trail would complement the concept of promoting a healthy lifestyle and perhaps attract more people to the downtown area; and

Whereas the cost of such a fitness system is quite economical (11 stations = \$60,000 purchase and installation); and

Whereas the 5% Sub-Dividers Reserve presently stands at \$319,000 and parameters for usage are quite flexible (to be used for parks or other public recreational purposes);

Now Therefore Be It Resolved that Council receive the attached information and solicit feedback from City staff, Parks and Recreation Advisory Committee and any other community sources concerning the possible installation of such a system."

BACKGROUND

August 13, 2012 – Council resolution requested the Parks & Recreation Advisory Committee and City staff to research the potential installation of outdoor fitness equipment.

For the purposes of the initial research, three companies were selected which included: TriActive, Active Fit, and GreenGym; however, there are several other suppliers that could be considered. A total of 13 municipalities were surveyed that have installed outdoor fitness equipment supplied by one of the three companies. The survey looked at installation recommendations, product reliability, safety issues, maintenance, and response from the community users.

March 5, 2013 – Background information on outdoor fitness equipment was presented to the Parks & Recreation Advisory Committee for information and feedback.

April 2013 – The Commissioner of Community Services attended the Parks and Recreation Ontario Conference. One session was on outdoor fitness equipment- status of the industry.

5(n)

June 4, 2013 – The Parks & Recreation Advisory Committee reviewed and accepted the report to Council regarding outdoor fitness equipment. No further information was added.

ANALYSIS

Each of the communities that were surveyed reported that they have received a very positive response from the community users. Many of the municipalities are looking at additional installations in various areas. The installation locations vary. Many are located off of their trail systems, while others have installed the equipment located adjacent to playgrounds to provide parents with an opportunity to exercise while their children play. Maintenance of the equipment is minimal, however regular inspections of the equipment are required to ensure that it is safe to operate.

An information package was distributed to fitness, health, and wellness facilities in Sault Ste. Marie requesting feedback on the outdoor fitness equipment concept. All responses that were received were very favourable and supportive.

Of major concern is that safety standards have not been fully developed for outdoor fitness equipment with moving parts. The Canadian Standards Association is the governing body by which playground equipment is manufactured and they are currently developing standards for outdoor fitness equipment with moving parts. It is anticipated that this will take a few years. Without developed standards there is a heightened risk and therefore it is not recommended that outdoor fitness equipment that has moving parts be installed in any City parks until CSA Standards are developed. Static fitness equipment (no moving parts) is recommended for use.

Pricing on static outdoor fitness equipment was received from three different companies. The pricing that is provided below is based on the quote from TriActive. Many individuals that are using the John Rowswell Hub Trail are walking, biking or jogging and the equipment which is listed below was selected to include components that will enhance their workout by providing options to increase flexibility and improve their strength.

The pricing is for a package which includes seven pieces of static outdoor fitness equipment (plyo boxes; multi-bar station; parallel bars; horizontal bar; sit-up bench; multi-bench; S-shaped jump bar; and show board sign) which would cost approximately \$18,320 [\$14,000 equipment + \$1,820 HST + \$2,500 shipping].

Site preparation costs vary depending upon the surface that is selected. The equipment is installed on footings that must be below the frost line. The cost to prepare a 26' x 36' site for installation of one of the surface options is approximately \$3,000. There are a variety of surface options that can be selected which include:

- Pressure treated timber perimeter with wood fibre carpet and drainage tile would cost approximately \$2,500.
- Pressure treated timber perimeter with pea gravel and drainage tile would cost approximately \$2,500.
- Rubber tile surface at 3 ¼" thick supporting a fall height of five feet would cost approximately \$9,000.
- Poured rubber surfacing supporting a fall height of five feet would cost approximately \$9,700.

The total cost including installation would range from \$23,820 to \$31,520 depending on surface type selected and final configuration.

5(h)

IMPACT

Funding for this project has not been identified. The Council resolution states: "Whereas the 5% Sub-Dividers Reserve presently stands at \$319,000 and parameters for usage are quite flexible (to be used for parks or other public recreational purposes)".

As of December 31, 2012 the 5% Sub-Dividers Reserve fund had a balance of \$429,617. Currently there are two commitments on the reserve fund, \$55,000 for Strathclair Park lighting and \$45,000 for a Leash Free Dog Park, for a net available amount of \$327,619. Other priorities have been identified which include the Bicycle Park (\$50,000) and MacDonald Park playground equipment (\$11,000 to \$15,000) but the funds have not been allocated to either of these projects at this time.

Once installed, the Parks Division would need to conduct regular safety inspections which would be on the same frequency as playground inspections to ensure that the equipment is in proper working order. This would cost an additional \$1,035 annually.

Furthermore, the City of Sault Ste. Marie's insurance carrier has confirmed that the outdoor fitness equipment will not have any impact on our insurance policy premiums.

STRATEGIC PLAN

The addition of adult-oriented fitness equipment in parks is identified in the Corporate Strategic Plan, Strategic Direction 3: Enhancing Quality of Life, Objective 3A – Recreational/Cultural Infrastructure.

RECOMMENDATION

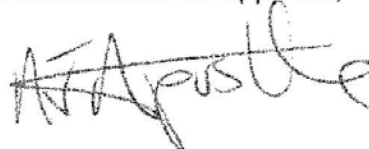
That the report of the Supervisor Community Services for June 24, 2013 concerning Outdoor Fitness Equipment be received as information.

Respectfully submitted,



Virginia McLeod
Supervisor Community Services

Recommended for approval,



Nicholas J. Apostle
Commissioner Community Services

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer



2013 06 24

Mayor Debbie Amaroso
and Members of City Council

COMMUNITY BICYCLE PARK

PURPOSE

This report is in response to a resolution from City Council dated 2013 01 07:

"Be it resolved that City Council thank Deane Greenwood and Andre Riopel of the Community Bicycle Park Sub-Committee for their presentation; and further that this revised concept for a bicycle pump track proposed for Esposito Park be referred to City Staff and the Parks and Recreation Advisory Committee for review and report back to Council."

BACKGROUND

In November of 2012 a letter was received from the Gravity Park Committee (attached) which noted a change in status and scope of the project. The group decided to no longer focus on a gravity park at any location. Their research determined that a bicycle park would better serve the cycling community.

Deane Greenwood and Andre Riopel made a presentation at the January 7, 2013 City Council meeting outlining the change in direction to a pump track concept, and that Esposito Park was the preferred location of the seven sites that were reviewed within the City by the sub-committee.

City Council referred the concept back to staff and PRAC for their review and report back to Council.

A public Open House was held on April 4, 2013 at the Civic Centre to receive feedback from the community. There was a good turn out of approximately 70 people, many of whom providing some form of written feedback.

The Parks & Recreation Advisory Committee has discussed the issues pertaining to this matter at each of their meetings since Council passed the resolution in January 2013.

ANALYSIS

The main concerns expressed by local residents were: parking on Central Park Avenue; noise; after-dark activity; litter; preservation of the trees; and safety. Some of these concerns are issues that are common to municipal parks in the City.

The Parks Bylaw 80-128 prohibits activity in any City park between the hours of 10:00 p.m. and 7:00 a.m. Issues with activity in City parks after 10:00 p.m. are referred to City Police as a trespass to property infraction. No lights are planned for this development and it is not expected that it will be used after darkness falls.

Staff and Bicycle Park Sub-committee members do not consider parking to be an issue with this development, since most parents will either drop off children or cycle to the park. There are also alternative parking spaces on other streets in the area, as well as at the Etienne Brule School. Parking has not been a concern reported by the residents with the operation of the Esposito Park ice rink, and staff presume that the bike park will not attract more vehicles than the ice rink.

Noise is also an issue with any playground, but again no more than the ice rink would generate, and therefore not excessive. To our knowledge, the Community Services Department has not received any complaints about noise at the ice rink in the recent past. Some noise is to be expected within any City park where children are playing. Part of the reason we have parks is for space to allow children to play.

The Public Works and Transportation Department's Parks Division will provide garbage containers at the park and perform regular pickup as part of the normal rotation during the operating season.

There is no plan to remove any trees from the park as part of this development; rather the track will be designed around them.

A concern was raised about the pump track being developed next to Queen Street and if a fence should be installed for safety reasons. There is currently a berm and a sidewalk along the south side of the park next to Queen Street which will be maintained to provide a buffer between the pump track and the street. It is the opinion of the Sub-committee and staff that the berm and sidewalk will provide a sufficient buffer. This issue will be earmarked for review with the consultant during the design phase.

As a part of their due diligence, PWT Parks Division will do regular inspections of the pump track and perform any necessary maintenance to ensure safety for the users.

A letter from the Sault Trails Advocacy Committee is attached in support of the project.

The Parks and Recreation Advisory Committee met on Tuesday, May 7, 2013 and passed the following resolution:

Moved by: S. Milne

Seconded by: M. Headrick

"Resolved that the Parks and Recreation Advisory Committee endorse the Community Bicycle Park Sub-committee's recommendation that \$50,000 be earmarked from the 5% Sub-Dividers Reserve fund for Phase I of the bicycle pump track project and that the design phase of the park proceed; and further, that the estimated annual cost of \$8,700 for the Public Works and Transportation Department – Parks Division to perform inspection and maintenance be referred to the 2014 budget for City Council's consideration; and in addition that any amount for Phase II that exceeds the funds provided by City Council be the responsibility of the Community Bicycle Park Sub-committee to fund raise; and further, that a report be sent to City Council for their approval."

CARRIED

IMPACT

In a report to Council April 18, 2011, the cost of the gravity park for professional services and construction was estimated at \$45,000 plus \$10,000 for annual maintenance and an increase in the City's annual insurance cost of \$1,400. Similar costs are estimated for the bicycle pump track project with an added inflation factor over the past two years which brings the estimated cost to \$50,000. The City's insurer has stated that the development would not increase the City's insurance premium. The Area Coordinator for the PWT Parks Division has estimated that the annual cost for inspection and maintenance of a natural surface pump track to be \$8,700. This is for Phase I of the development, which is an earth/natural pump track of which examples appear in other communities in Ontario and throughout North America.

Phase II of the project would involve surfacing the track, however the funds required for this would need to be generated through a fundraising effort by the Community Bicycle Park Sub-committee and the work can be carried out after the construction of the earth/natural pump track.

The funds for Phase I of the project could come from the 5% Sub-Dividers Reserve fund.

STRATEGIC PLAN

The gravity park is specifically mentioned in the Corporate Strategic Plan under "Strategic Direction 3 Enhancing Quality of Life, Objective 3B – Planning for the Future".

5(0)

RECOMMENDATION

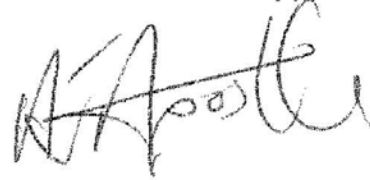
That the report of the Manager of Recreation and Culture concerning Community Bicycle Park be received and that the recommendation of the Parks & Recreation Advisory Committee that \$50,000 be earmarked from the 5% Sub-Dividers Reserve fund for Phase I of the bicycle pump track project be approved and that the design phase of the park proceed; and further that the estimated annual cost of \$8,700 for the Public Works and Transportation - Parks Division to perform inspection and maintenance be referred to the 2014 budget for Council's consideration; and in addition, that any amount for Phase II that exceeds the funds provided by City Council be the responsibility of the Community Bicycle Park Sub-committee to fund raise; be approved.

Respectfully submitted,

Recommended for approval,



Joseph J Cain
Manager Recreation & Culture



Nicholas J Apostle
Commissioner Community Services

j:\parks\bicycle park\council report bike park june 24 2013

cc: B. Freiburger, Commissioner of Finance and City Treasurer
D. McConnell, Director of Planning
L. Girardi, Commissioner Public Works and Transportation

attachments

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer



Bicycle Park Sub Committee
Parks and Recreation Advisory Committee
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON

April 4, 2013

Re: Proposed Bicycle Park at Esposito Park

On behalf of the Sault Trails Advocacy Committee, I would like to express our strong support for the proposal to build a Community Bicycle Park at Esposito Park.

We have reviewed the project and believe that this initiative will empower children to learn and enjoy the skills required to become lifelong cyclists. The proposed location will be complementary to the John Rowswell Hub Trail particularly after the development of the future bridge plaza where the trail will be diverted along Huron Street. It will provide a nice destination and resting point for trail users. We would encourage the proposal to include washroom and shaded picnic facilities in the park design which would make it a wonderful asset to the community.

Sincerely,

Donna Hillsinger – Chair

Sault Trails Advocacy Committee

November 5, 2012

MEMO TO: Nick Apostle, Commissioner Community Services

SUBJECT: Gravity Park/Community Bicycle Park Committee Update

The Parks and Recreation Advisory Committee's, Gravity Park Subcommittee continues to pursue opportunities for barrier free access to community outdoor biking facilities that are challenging and interactive. Our committee has been working diligently on this initiative which began with the location at Finn Hill and the Gravity Park concept. Much review and consultation has occurred regarding this the project and several obstacles were clearly identified.

Our committee took into consideration those obstacles as well as current bicycle trends and determined that the scope of the Gravity Park to service our biking community was far too narrow and that we should consider a more global bicycle park concept. After consultation with other communities and a presentation from International Mountain Bike Association we quickly realized that our original Gravity Park concept was far too narrow. With this in mind our committee has continued to meet focusing on community bicycle parks and has therefore renamed our committee: Community Bicycle Parks Committee.

Your assistance in updating City Council regarding our progress to date would be appreciated. Confirmation from City Council that the original funds allocated for this project will be available to us in 2013 would be appreciated. The Community Bicycle Park Committee is targeting a December 3, 2012 presentation to City Council.

Thank you for your support and assistance.



Deane Greenwood, Chairman
Community Bicycle Parks Committee



2013 06 24

Mayor Debbie Amaroso and
Members of City Council

LEASH FREE DOG PARK UPDATE

PURPOSE

This report is in follow-up to the December 3, 2012 report to Council and regarding moving forward with the implementation of the Dog Park at the Strathclair Complex. Specifically this report responds to the feedback received at the public Open House held February 26, 2013.

BACKGROUND

At their December 3, 2012 meeting City Council passed the following resolution:

Moved by: F. Manzo

Seconded by: P. Christian

"Resolved that the report of the Commissioner of Community Services dated 2012 12 03 concerning Leash Free Dog Park be accepted and that \$45,000 be set aside from the 5% Sub-Dividers Reserve Fund for the construction of a leash free dog park at Strathclair Park; further that the construction process not begin until the user group (LOLDOGS) has raised a minimum of \$25,000."

The Legal Off Leash Dog Owners Group of Sault Ste. Marie (LOLDOGS) has been active in fundraising since City Council approved the funding for this project.

In the December 3, 2012 report it was noted that the approval of the Sinclair family for the use of the Strathclair property adjacent to the Humane Society had been received. The approval for the use of the property cleared the way for a public Open House to be conducted to seek feedback from the neighbours, and the public in general, on the construction of the leash free dog park at this site.

City staff conducted an Open House on Tuesday, February 26, 2013 in the Russ Ramsay Board Room of the Civic Centre. Members of the public were informed of the meeting through letters to the adjoining neighbours, advertisements on the City's website, as well as a press release to local media outlets. Approximately twenty (20) people attended to gather information and provide feedback. LOLDOGS representatives were also at the Open House to answer any questions regarding their involvement in the project.

5(p)

ANALYSIS

Written comments were provided by three different individuals or groups. Two couples expressed their approval of the leash free dog park at the suggested location. Another group representing four homeowners in the Millcreek subdivision expressed concerns regarding the location which is approximately 600 feet south of the Millcreek subdivision. The main concerns expressed include:

- Noise levels from barking dogs
- Dogs fighting with each other
- Who will police the dog excrement?
- Will the area be lit and what are the hours of operation?
- Will trees be cut down to accommodate the park?
- Will there be a buffer zone between the park and Millcreek to reduce noise?
- Consider relocating to the area next to the horse barns or the east side of Strathclair Park immediately north of the Soo Minor Baseball complex.

Noise levels from barking dogs

The dog park will have specific rules of conduct for the owners and their dogs which will be posted at site. Research by members of the LOLDOGS members and their personal experience with leash free dog parks in other communities suggests that dogs in a social atmosphere with other dogs are generally well behaved and don't bark at each other. Dogs kept in captivity in caged pens tend to bark out of frustration as opposed to those allowed to run free and socialize with other dogs. Dog owners will ultimately be responsible for the conduct of their pet and the park will fall under Noise Bylaw 80-200.

Dogs fighting with each other

Dogs that are brought to the park arrive with responsible dog owners who care for the wellbeing of their pet as well as others. They bring their dogs to the park for exercise and socialization. Aggressive dogs are not allowed and dog owners are responsible for their dog's behavior. Dog owners tend to police themselves. It should be noted that dog owners have a commitment and a passion for their pet and want the best experience for their dog at the park. It is a fact that well-socialized dogs are less aggressive. The experience of LOLDOGS members at other dog parks demonstrates that this does not tend to be a problem.

Control of dog excrement

Dog owners will be responsible for picking up after their pet. Disposal bags will be available in dispensers and garbage containers located within the compound. Signage of park rules will indicate that owners will be responsible to clean up after their pets. LOLDOGS will have their members attend the park on a regular basis and will educate users to the proper protocols for use including poop and scoop for their pets.

Lighting and hours of operation

It is not intended that the park be provided with lighting. It will operate according to other City park hours under Bylaw 80-128 which hours are 7:00 a.m. to 10:00 p.m.

Will trees be cut to accommodate the dog park?

The intention is to leave the area as natural as possible. The area will be managed within the fenced compound only and this will be done through the Public Works and Transportation Department - Parks Division Forestry Crew. Trees will be removed which pose a safety hazard, obstruct the installation of the fence or where there is a need to provide more open space.

Will there be a buffer zone between the park and Millcreek Subdivision?

There is approximately 600 feet from the northern edge of the proposed dog park and the Millcreek Subdivision. The elevation differential between the site and the homes is approximately six feet; the homes being at the higher elevation. Also there is a significant cover of evergreen trees between the proposed park and the subdivision which should muffle any sound coming from the dog park. If required, additional trees can be planted along the north border to enhance the buffer.

Consideration of other locations within Strathclair Park

Two (2) other sites were proposed for consideration by the residents of Millcreek Subdivision. The area just east of the horse barns at the northwest corner of the property and a seventeen-acre site just north of the Soo Minor Baseball Complex on the east side of the property. In staff's opinion neither of these sites are acceptable.

The area near the horse barns is one third the size of the proposed site and placing a dog park next to an area well established for horses and riding lessons is a safety concern.

The area north of the Soo Minor Baseball Complex is lowland and is quite wet at times. It supports a thick vegetative cover of alders and willows typical of more marshy areas. It would require complete removal of the vegetation and would have to be built up with fill material. A parking lot would need to be constructed with fill material and aggregate whereas the proposed site only requires surface modifications to create a parking area. Traffic flow is high on Black Road and there are no turning lanes, which is a safety concern. The site is also isolated from City services so there would be no access to water, which is important for a dog park. The property to the north is zoned Rural and there is potential for residential development bordering this site, which would leave no buffer between a dog park and homes. As well, this property is the only area available to the Soo Minor Baseball Association for future expansion of the baseball complex.

IMPACT

At the December 3, 2012 meeting, City Council approved \$45,000 toward the project from the 5% Sub-Dividers Reserve Fund. Construction will not begin until the Legal Off Leash Dog Owners Group of Sault Ste. Marie fundraises the remaining \$25,000 required to construct the project.

In a June 11, 2012 report to City Council it was identified that annual on-going maintenance (grass cutting, garbage pickup, site repair maintenance) for the dog park is estimated by the Public Works and Transportation Department - Parks Division to be \$8,500.

The City's insurance provider has stated that there would be no additional cost to insure the site as long as it is operated by the City.

5(P)

STRATEGIC PLAN

The Leash Free Dog Park is identified in the Corporate Strategic Plan under – Directive 3 – Enhancing Quality of Life; Objective 3B – Planning for the Future (Master Strategy Plan – Parks).

RECOMMENDATION

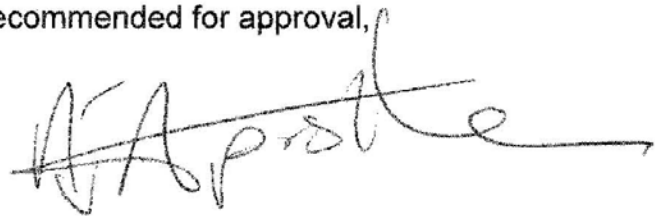
That the report of the Manager, Recreation and Culture be received as information and that the Leash Free Dog Park at the Strathclair complex proceed as proposed at the Humane Society site when the Legal Off Leash Dog Owners Group of Sault Ste. Marie fund raises their portion of the project; and further, that the estimated annual cost of \$8,500 for the Public Works and Transportation - Parks Division to provide site maintenance be referred to the 2014 budget for Council's consideration, be approved.

Respectfully submitted,

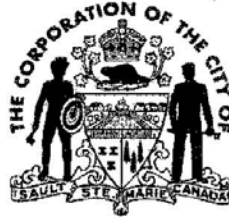


Joseph J. Cain
Manager Recreation & Culture

Recommended for approval,



Nicholas J. Apostle
Commissioner Community Services



Bellevue & Bondar Marinas
Cultural
Historic Sites
Leisure Services/Leadership
Recreational Lock
Roberta Bondar Tent Pavilion
Seniors' Services
Sports/Events/Development

2013 06 24

Mayor Debbie Amaroso and
Members of City Council

MacDONALD PARK - PLAYGROUND EQUIPMENT

PURPOSE

This report is in response to Council resolution dated 2013 01 07:

"Resolved that City Council offers its heartfelt thanks to Albert Williams for his generous offer of a donation towards playground equipment and further that the report of the Commissioner of Community Services dated 2013 01 07 concerning MacDonald Park – Offer of Donation Towards Playground Equipment be referred to the Parks and Recreation Advisory Committee for review and report back to Council."

BACKGROUND

In August of 2012, Mr. Williams, a resident on Windsor Street, contacted Councillor Susan Myers and expressed an interest in making a donation of \$5,000 towards playground equipment in the green space at the end of Marconi Street – MacDonald Park.

A site meeting occurred on September 17, 2012 with Councillor Myers; Susan Hamilton-Beach, Deputy Commissioner Public Works & Transportation; Travis Reid, Area Coordinator Parks; and Mr. Albert Williams. The attached map shows the location of the park.

Further review of the request determined that the matter should be presented to Council with a recommendation to have it referred to the Parks and Recreation Advisory Committee for review and report back to Council.

This matter was referred to the Parks and Recreation Advisory Committee at their January meeting and a sub-committee of three members was formed to review and report back to PRAC. A sub-committee report was presented to PRAC at their meeting on May 7, 2013. The report concluded that there is a need for playground equipment in this neighbourhood subject to a public meeting.

5(q)

A public Open House was held on May 14, 2013 to receive public feedback on the proposed project.

At the June 4, 2013 Parks & Recreation Advisory Committee meeting staff provided a preliminary report which contained a recommendation that the playground equipment be situated at River View School pending successful negotiations with the Algoma District School Board.

A special public meeting was held on June 17, 2013 to which the neighbours and the general public were invited to provide comment on the staff report and recommendation (attached). After hearing from the people present at the meeting, the Committee voted and defeated unanimously, the staff recommendation to have the playground equipment be situated at River View School pending successful negotiations with the Algoma District School Board.

The Committee then voted on a resolution from the floor to have the playground equipment located at MacDonald Park. The resolution was supported unanimously, and appears later in this report.

ANALYSIS

River View Public School borders the east side of MacDonald Park. The proposed location of the play structure in MacDonald Park is a short distance from the school's play area and there is a pathway that leads between them. Attached is a map of the area. In the school's play area are four pieces of stand-alone play equipment. The metal equipment is outdated and would appear to be limited to younger children.

Mr. Williams was asked if he would consider placing the new playground equipment at the school play area, but he was not in favour of that option. He has been in contact with the Principal of River View School who is supportive of the proposed playground equipment at MacDonald Park since it is very close to the school.

A number of questions were raised as part of the Council report.

1. *Is the area intended to have playground equipment installed?*

The Area Coordinator for Parks at the Public Works and Transportation Department responded that the Parks Division does not have a list of City parks with plans for new playground installations. At this time they inspect and maintain the current inventory of playground equipment in 64 City parks.

The Director of Planning was asked if this park was identified for playground equipment when the neighbourhood plan was done. The neighbourhood plan was done in 1975 and MacDonald Park was identified as one of two parks in the Splendor Heights Neighbourhood. The other park, which was located on the east side of Lake Street, was never developed and was sold to a private developer leaving MacDonald Park as the only park in the neighbourhood; however, it was never identified for the installation of playground equipment.

5(9)

Would the Director of Planning recommend playground equipment in MacDonald Park?

The Director of Planning does recommend playground equipment in MacDonald Park for the following reasons:

- i) In order to reach a City-owned playground, a child would have to cross either McNabb or Pine Streets - both of which are busy, main arterial routes.
- ii) Much of the area within this neighbourhood is beyond the standard walking distance for children to access a City playground. Although there are no hard and fast rules, the Trust for Public Land, an American non-profit organization defines walking distance to a park as being 400 metres. All of the parks outside of this neighbourhood are well beyond this distance from most residences.
- iii) The neighbourhood plan was developed in cooperation with the neighbours. Although playground equipment was not specifically mentioned in the development plan, the intention is that park development takes place as the opportunity arises in consultation with the neighbours.

2. *Are there any other parks in the immediate vicinity that have playground equipment?*

The closest parks are: - Penhorwood Park on the west side of Pine Street
- Forest Heights Park and Forest Glen Park on the north side of McNabb
- Boston Park on the south of MacDonald Avenue

3. *Are there any conflicting issues with road maintenance/plans given the intended location of the playground equipment and its proximity to the existing street?*

Marconi Street extends into the park at the present time and the park is used to stockpile snow from the street in the winter months. The Director of Planning states that there are no plans to extend Marconi Street since there is a significant ravine in the area that would be too costly to cross with no perceived benefit.

4. *Does the physical area of the park meet the guidelines for the installation of playground equipment?*

The Area Coordinator for Parks states that there is enough area for a small play structure and a set of swings in the green spaces on either side of the road allowances going through MacDonald Park.

The two sections of green space available are approximately one half acre each. There are five similar size parks currently with playground equipment within the City parks system.

5(q)

5. *What is the financial impact of ongoing maintenance?*

The Area Coordinator for Parks estimates that the cost of ongoing maintenance would be approximately \$1,035 annually for a play structure and a set of swings. Maintenance would consist of monthly inspections throughout the year and rototilling of the play sand monthly during the summer months. Garbage pick-up already occurs in this park throughout the operating season on a weekly rotation.

In addition, the Legal Department has advised that according to the City's insurance company, as long as the playground equipment, including swings is being maintained by the City as per the norm there would be no effect on the City's insurance premiums.

6. *How does the size of the donation compare to the cost of the project?*

The Area Coordinator for Parks estimates the cost to provide and install a standard play structure to be \$16,000. Similar units have been installed at other City parks such as Littner, Lasalle, Superior and Highland Parks. In addition, a two-bay swing set is estimated to cost \$2,500 including installation. Total cost to install a standard play structure and swing set is estimated at \$18,500. Mr. Williams has stated that he would increase his donation by \$2,000 if a swing set is added. Therefore, the donation of \$7,000 from Mr. Williams leaves the City with an estimated cost of \$11,500 to provide the playground equipment.

7. *Are the neighbours in favour of the playground equipment being installed at this location?*

Attached is a summary of the feedback received from the public at the Open House held on May 14, 2013. Comments received before, during and after the meeting are summarized as follows.

- A petition was presented with 53 names, representing 39 homes in the neighbourhood, opposed to the addition of playground equipment at the park. Nine of the twelve residents whose properties abut the park in the vicinity of the proposed installation are represented on the petition. The concerns cited include: preservation of the green space; safety of the children next to an open wooded area; people taking short cuts through the property of those whose back yards abut the park; parking at the end of the street; increased crime and illegal activity after dark; costs of ongoing maintenance; and interference with the enjoyment of their private property. They do however support the addition of new playground equipment in the nearby River View School playground.
- There were seven other comments that favoured the addition of the new playground equipment in the neighbourhood, but that it should also be at River View School instead of the park.
- Two commented that they were not in favour of playground equipment. One of those cited the interaction of dogs and children in the playground as the main concern.

5(q)

- There were 28 responses from area residents supporting the addition of playground equipment at the park. A good number of these are families with young children. Two responded that they were concerned that the playground at the school is not accessible during school hours.
- There was a letter (attached) from a representative of the River View School Community Council which stated that they were enthusiastic about the proposed addition of new playground equipment to the neighbourhood and if the opposition to the park site results in the City reconsidering the location that they would recommend the River View School site.
- A letter (attached) supporting the addition of playground equipment to MacDonald Park was received from the Best For Kids Committee.

Discussions with Algoma District School Board

Subsequent to the Open House, the Commissioner of Community Services and Manager of Recreation and Culture met with senior staff of the Algoma District School Board including Lucia Reece, Director of Education, Brenda O'Neill, Superintendent of Education for Elementary Program, and Joe Santa Maria, Superintendent of Business, to explore the option of placing the playground equipment at the school.

The ADSB is receptive to placing the new playground equipment at River View School. The issue of public access during school hours was discussed and the Board has no concerns with parents with children utilizing the playground during the school day. They may need to register at the school office so that school administration is aware of who is on the property. The ADSB has a Parenting and Literacy Program at River View School and at three other locations in the City for parents of pre-school children, and a revitalized playground would be a welcomed attraction for those attending this program.

The ADSB has confirmed that they are in favour of adding the new playground equipment to the River View School site and that access would not be restricted during the school day. The ADSB stated that they have no current plan to close this school. It could be mitigated through an agreement between the City and ADSB, that if the school ever closed that ownership of the playground equipment would revert back to the City. It is important to note that the ADSB does not install swing sets in any playground associated with a school.

At one time the City did provide and maintain playground equipment at some City schools. In 1998, the City transferred ownership, maintenance and inspection of all the playground equipment to the ADSB. Those schools included Etienne Brule, William Merrifield, S. F. Howe and M. J. Davey.

Subject to successful negotiations, the City could donate the funds required to purchase and install the playground equipment to the ADSB and they would be responsible for installation, maintenance, inspection and liability.

5(q)

June 17, 2013 Parks and Recreation Advisory Committee Resolution

A special public meeting was held on June 17, 2013 to which the neighbours and the general public were invited to provide comment on the staff report and recommendation(attached). After hearing from the people present at the meeting the Committee voted and defeated, unanimously, the staff recommendation to have the playground equipment be situated at River View School pending successful negotiations with the Algoma District School Board. The Committee then voted on a resolution from the floor (see below), to have the playground equipment located at MacDonald Park. The resolution was supported unanimously.

Moved by: S. Milne

Seconded by: B. Rushon

"Resolved that the Parks & Recreation Advisory Committee accept the generous offer of a donation from Mr. Albert Williams of \$7,000 for the provision and installation of playground equipment at MacDonald Park which will include a set of swings and that a report be sent to City Council for their approval"

Carried (unanimously)

Staff Comments

This issue has created a division among those in the neighbourhood surrounding MacDonald Park. The analysis demonstrates that there is a need for up-to-date playground equipment in this neighbourhood and there is general agreement among the neighbours that this is the case. The division comes down to the location.

From the public comments received, those opposed to the development at MacDonald Park are amenable to placing the new playground equipment at River View School. The equipment currently at River View School is out-of-date and very basic. Of those in favour of adding playground equipment to the park, only two mentioned that they did not want it at the school due to limited access during the day.

It is recognized that the donation from Mr. Williams was for the addition of new playground equipment to MacDonald Park. He initially offered \$5,000 and later increased it to \$7,000 contingent upon a swing set being included. For safety reasons, the ADSB would not allow the inclusion of a swing set to the River View School site. If Mr. Williams is not in favour of donating the funds to the project at River View School, the neighbours opposed to the project have stated in writing that they would match the donation.

5(q)

IMPACT

The Area Coordinator for Parks estimates the cost to provide and install a standard play structure to be \$16,000. The donation offered is \$5,000 which leaves a balance of \$11,000. The addition of a swing set is estimated to cost \$2,500. Mr. Williams has stated he will increase his donation to \$7,000 if a swing set was included. Therefore if a swing set is included the total cost to the City is estimated to be \$11,500.

In addition, there is an annual maintenance cost of approximately \$1,050 if the playground equipment is installed in the Park. Should Council decide to approve the Parks and Recreation Advisory Committee's recommendation to have the playground equipment located in MacDonald Park, then the annual increase in the cost of maintenance should be referred to the 2014 budget.

Further, the City's insurance premiums will not be affected by the addition of playground equipment that includes a set of swings.

The Finance Department has noted that a donation could not be accepted until funding for the project is fully approved; meaning that it would be after the 2014 budget process, as this is when Council will consider the matter of the on-going annual maintenance cost.

STRATEGIC PLAN

The provision of playground equipment is not specifically mentioned in the Corporate Strategic Plan.

RECOMMENDATION

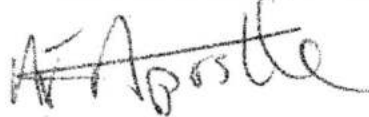
That the report of the Manager Recreation and Culture concerning MacDonald Park Playground Equipment be received, and that the recommendation from the Parks and Recreation Advisory Committee to accept the generous offer of a donation from Mr. Albert Williams of \$7,000 for the provision and installation of playground equipment at MacDonald Park, which will include a set of swings, be approved, with the condition that the donation be accepted only after the on-going annual maintenance cost is approved by Council which will be dealt with as part of the 2014 budget; and further, that the capital funds be provided from the 5% Sub-Dividers Reserve and that the annual operating cost, estimated to be \$1,150, be referred to the 2014 budget, also be approved.

Respectfully submitted,

Recommended for approval,



Joseph J. Cain
Manager Recreation & Culture



Nicholas J. Apostle
Commissioner Community Services

jb/council/macdonald park june 24

cc: B. Freiburger, Commissioner of Finance & Treasurer
L. Girardi, Commissioner Public Works & Transportation
D. McConnell, Planning Director

attachments

May 13, 2013

5(q)

RE: Community Playground adjacent to River View P.S.

Dear Mr. Cain:

River View School Community Council is comprised of parents, students and teachers. We are a passionate group who is invested in our school and neighborhood. We would like to voice our support for the proposed addition of a community playground in the area.

Our School Community Council has been actively raising funds for the past 2 years for new playground equipment. We are a small school with limited resources. We were recently informed that a resident, Mr. Williams in the neighborhood of River View P.S., was collecting funds and working in cooperation with the City to build a community playground. We were elated that the children would be able to access a much-needed site to play, laugh and grow. A playground brings much joy and laughter to a community.

We have heard of the recent opposition to the location of this neighborhood playground and would like to share our support for this venture. It is our understanding that the park would be located on a green space near the school. We are fortunate to have many green spaces in the area. Students are invested in their neighborhood. This is demonstrated by their commitment to the environment. The children participate regularly in yard and neighborhood clean ups. As a school community, we are happy to see that they demonstrate good citizenship by their commitment to their school's neighborhood. They would appreciate the generous investment from the City of Sault Ste. Marie and Mr. Williams.

Children are active through play. The proposed playground would be an excellent investment into the adults of tomorrow. By increasing their access to positive play opportunities, opportunities that increase physical development and situations that encourage friendships and cooperation, we will help shape the leaders of tomorrow.

The School Community Council at River View Public School recognizes that the opposition may result in the city reconsidering the location of this playground. We would like to offer space at River View P.S. where the equipment could be located. We are prepared to consult with the Algoma District School Board to create the perfect area for the playground on-site at River View, if necessary. The School Community Council, along with ADSB staff are committed to working in cooperation for the betterment of the neighbourhood and the school.

River View School Community Council and ADSB Staff look forward to working together with Mr. Williams and the City Of Sault Ste. Marie Staff on this project.

Sincerely,

Mara Couturier

On behalf of River View School Community Council

May 29, 2013

Joe Cain
Parks and Recreation Advisory Committee



The Sault Ste. Marie City Council Best for Kids Committee strongly supports the installation of the playground equipment at MacDonald Park and hopes the City Parks and Recreation Advisory Committee recommends proceeding with this initiative.

This land is already zoned for parks and the location planned for the playground equipment would be in plain view of several homes that would directly face the site. This greatly reduces the risk of teens to hang out at this location. The cost of the equipment is greatly reduced due to the contribution of a private citizen, thus making this a very affordable project for the City.

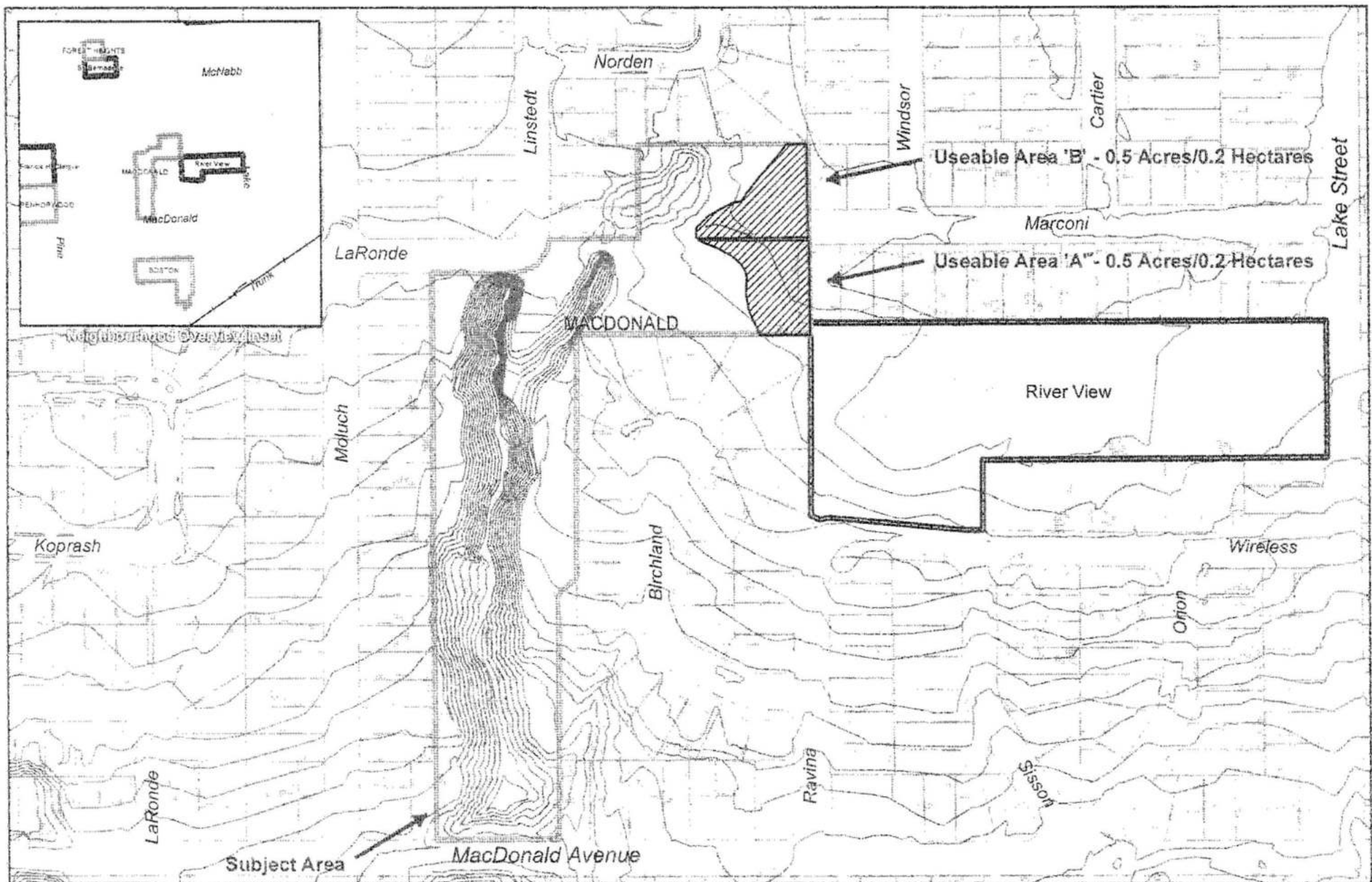
The Statistics Canada 2011 Census shows that there approximately two hundred children aged 0 to 12 living in the four Statistics Canada dissemination areas that surround the proposed location, see Map 1.

The 2012 provincial Early Development Instrument (EDI) evaluation showed that Sault Ste. Marie did not fare well in the physical health and well-being domain with nearly twice as many children being deemed vulnerable compared to the provincial average. The trend in Sault Ste. Marie over the past three EDI implementations has been a steady decline in the physical health and well-being domain (see Table 1). In Map 2, it can be seen that the EDI neighbourhood area surrounding the proposed location (East Central B) is the third worst neighbourhood in Sault Ste. Marie for physical health and well-being with 24.32 percent of the children determined to be vulnerable.

The Best for Kids Committee believes that more neighbourhood parks are required to reverse the trend of poor results when analysing the physical health and well-being of our children. The addition of this playground equipment is a quick and relatively easy and inexpensive addition to the neighbourhood level park assets we have. Not proceeding with this playground implementation would set a bad precedent that we cannot add new playground equipment, even on land already zoned for parks, let alone possible new park development.

Sincerely,

Paul Beach
Co Chair, Best for Kids Committee
pbeach@ssmic.com



MACDONALD PARK PARK AND NEIGHBOURHOOD OVERVIEW

Park Size - 9.56 Acres/3.87 Hectares

Municipal Park
 School - Elementary
 Parcel Fabric
 Contours - 1m

Useable Area - 1.0 Acres Total/0.4 Hectares Total

The Corporation of the City of St. Marie, Marie
 Engineering & Planning Department
 Planning Division
 November 19, 2012

This map is for general reference only.
 For official mapping, see the
 Engineering and Planning Department.

Watermain and Electrical Data must be
 acquired from SSMPUC.
 SSMPUC data must be verified by SSMPUC.

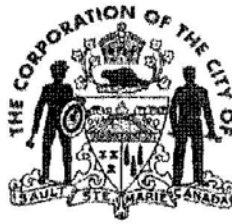
Orthophoto: Spring 2012 25cm

Projection Details:

NAD 1983 UTM Zone 18N
 GCS North American 1983

0 12.5 25 60 Meters
 1:3,000

City of St. Marie
 Engineering & Planning Department
 Planning Division



Bellevue & Bondar Marinas
Cultural
Historic Sites
Leisure Services/Leadership
Recreational Loop
Roberta Bondar Tent Pavilion
Seniors' Services
Sports/Events/Development

June 17, 2013

Jerry Bumbacco, Chair
and Members of the
Parks & Recreation Advisory Committee

MacDONALD PARK - PLAYGROUND EQUIPMENT

PURPOSE

This report is in response to Council resolution dated 2013 01 07:

"Resolved that City Council offers its heartfelt thanks to Albert Williams for his generous offer of a donation towards playground equipment and further that the report of the Commissioner of Community Services dated 2013 01 07 concerning MacDonald Park – Offer of Donation Towards Playground Equipment be referred to the Parks and Recreation Advisory Committee for review and report back to Council."

BACKGROUND

In August of 2012, Mr. Williams, a resident on Windsor Street, contacted Councillor Susan Myers and expressed an interest in making a donation of \$5,000 towards playground equipment in the green space at the end of Marconi Street – MacDonald Park.

A site meeting occurred on September 17, 2012 with Councillor Myers; Susan Hamilton-Beach, Deputy Commissioner Public Works & Transportation; Travis Reid, Area Coordinator Parks; and Mr. Albert Williams. There are two attachments that show the location of the park.

Further review of the request determined that the matter should be presented to Council with a recommendation to have it referred to the Parks and Recreation Advisory Committee for review and report back to Council.

This matter was referred to The Parks and Recreation Advisory Committee at their January meeting and a sub-committee of three members was formed to review and report back to PRAC. A sub-committee report was presented to PRAC at their meeting on May 7, 2013. The report concluded that there is a need for playground equipment in this neighbourhood subject to a public meeting.

An Open House was held on May 14, 2013 to receive public feedback on the proposed project.

The Parks & Recreation Advisory Committee received this report at a meeting on June 4, 2013. In addition, it was determined that there will be a special public meeting held on June 17th to which the neighbours and the general public will be invited to provide comment.

ANALYSIS

River View Public School borders the east side of MacDonald Park. The proposed location of the play structure in MacDonald Park is a short distance from the school's play area and there is a pathway that leads between them. In the school's play area are four pieces of stand-alone play equipment. The metal equipment is outdated and would appear to be limited to younger children.

Mr. Williams was asked if he considered placing the new playground equipment at the school play area, but he was not in favour of that option. He has been in contact with the Principal of River View School who is supportive of the proposed playground equipment at MacDonald Park since it is very close to the school.

A number of questions were raised as part of the Council report.

1. Is the area intended to have playground equipment installed?

The Area Coordinator for Parks at the Public Works and Transportation Department responded that the Parks Division does not have a list of City parks with plans for new playground installations. At this time they inspect and maintain the current inventory of playground equipment in 64 City parks.

The Director of Planning was asked if this park was identified for playground equipment when the neighbourhood plan was done. The neighbourhood plan was done in 1975 and MacDonald Park was identified as one of two parks in the Splendor Heights Neighbourhood. The other park, which was located on the east side of Lake Street, was never developed and was sold to a private developer leaving MacDonald Park as the only park in the neighbourhood; however, it was never identified for the installation of playground equipment.

Would the Director of Planning recommend playground equipment in MacDonald Park?

The Director of Planning does recommend playground equipment in MacDonald Park for the following reasons:

- i) In order to reach a City-owned playground, a child would have to cross either McNabb or Pine Streets - both of which are busy, main arterial routes.
- ii) Much of the area within this neighbourhood is beyond the standard walking distance for children to access a City playground. Although there are no hard and fast rules, the Trust for Public Land, an American non-profit organization defines walking distance to a park as being 400 metres. All of the parks outside of this neighbourhood are well beyond this distance from most residences.
- iii) The neighbourhood plan was developed in cooperation with the neighbours. Although playground equipment was not specifically mentioned in the development plan, the intention is that park development takes place as the opportunity arises in consultation with the neighbours.

5(q)

2. *Are there any other parks in the immediate vicinity that have playground equipment?*

The closest parks are:

- Penhorwood Park on the west side of Pine Street
- Forest Heights Park and Forest Glen Park on the north side of McNabb
- Boston Park on the south of MacDonald Avenue

3. *Are there any conflicting issues with road maintenance/plans given the intended location of the playground equipment and its proximity to the existing street?*

Marconi Street extends into the park at the present time and the park is used to stockpile snow from the street in the winter months. The Director of Planning states that there are no plans to extend Marconi Street since there is a significant ravine in the area that would be too costly to cross with no perceived benefit.

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The Area Coordinator for Parks states that there is enough area for a small play structure and a set of swings in the green spaces on either side of the road allowances going through MacDonald Park.

The two sections of green space available are approximately one half acre each. There are five similar size parks currently with playground equipment within the City parks system.

5. *What is the financial impact of ongoing maintenance?*

The Area Coordinator for Parks estimates that the cost of ongoing maintenance would be approximately \$1,035 annually for a play structure and a set of swings. Maintenance would consist of monthly inspections throughout the year and rototilling of the play sand monthly during the summer months. Garbage pick-up already occurs in this park throughout the operating season on a weekly rotation.

6. *How does the size of the donation compare to the cost of the project?*

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Attached is a summary of the feedback received from the public at the Open House held on May 14, 2013. Comments received before, during and after the meeting are summarized as follows.

- A petition was presented with 53 names, representing 39 homes in the neighbourhood, opposed to the addition of playground equipment at the park. Nine of the twelve residents whose properties abut the park in the vicinity of the proposed installation are represented on the petition. The concerns cited include: preservation of the green space; safety of the children next to an open wooded area; people taking short cuts through the property of those whose back yards abut the park; parking at the end of the street; increased crime and illegal activity after dark; costs of ongoing maintenance; and interference with the enjoyment of their private property. They do however support the addition of new playground equipment in the nearby River View School playground.
- There were seven other comments that favoured the addition of the new playground equipment in the neighbourhood, but that it should also be at River View School instead of the Park.
- Two commented that they were not in favour of playground equipment. One of those cited the interaction of dogs and children in the playground as the main concern.
- There were 28 responses from area residents supporting the addition of playground equipment at the park. A good number of these are families with young children. Two responded that they were concerned that the playground at the school is not accessible during school hours.
- There was a letter (attached) from a representative of the River View School Community Council which stated that they were enthusiastic about the proposed addition of new playground equipment to the neighbourhood and if the opposition to the park site results in the City reconsidering the location that they would recommend the River View School site.
- A letter (attached) supporting the addition of playground equipment to MacDonald Park was received from the Best For Kids Committee.

Discussions with Algoma District School Board

Subsequent to the Open House, the Commissioner of Community Services and Manager of Recreation and Culture met with senior staff of the Algoma District School Board including Lucia Reece, Director of Education, Brenda O'Neill, Superintendent of Education for Elementary Program, and Joe Santa Maria, Superintendent of Business, to explore the option of placing the playground equipment at the school.

The ADSB is receptive to placing the new playground equipment at River View School. The issue of public access during school hours was discussed and the Board has no concerns with parents with children utilizing the playground during the school day. They may need to register at the school office so that school administration is aware of who is on the property. The ADSB has a Parenting and Literacy Program at River View School and at three other locations in the City for parents of pre-school children, and a revitalized playground would be a welcomed attraction for those attending this program.

Summary Remarks

This issue has created a division among those in the neighbourhood surrounding MacDonald Park. The analysis demonstrates that there is a need for up-to-date playground equipment in this neighbourhood and there is general agreement among the neighbours that this is the case. The division comes down to the location.

From the public comments received, those opposed to the development at MacDonald Park are amenable to placing the new playground equipment at River View School. The equipment currently at River View School is out of date and very basic. Of those in favour of adding playground equipment to the park, only two mentioned that they did not want it at the school due to limited access during the day.

The ADSB has confirmed that they are in favour of adding the new playground equipment to the River View School site and that access would not be restricted during the school day. The ADSB stated that they have no current plan to close this school. This could be mitigated through an agreement between the City and ADSB, that if the school ever closed that ownership of the playground equipment would revert back to the City.

At one time the City did provide and maintain playground equipment at some City schools. In 1998, the City transferred ownership, maintenance and inspection of all the playground equipment to the ADSB. Those schools included Etienne Brule, Merrifield, S. F. Howe and M. J. Davey.

Subject to successful negotiations, the City could donate the funds required to purchase and install the playground equipment to the ADSB and they would be responsible for installation, maintenance, inspection and liability.

5(g)

It is recognized that the donation from Mr. Williams was for the addition of new playground equipment to MacDonald Park. He initially offered \$5,000 and later increased it to \$7,000 contingent upon a swing set being included. For safety reasons the ADSB would not allow the inclusion of a swing set to the River View School site. If Mr. Williams is not in favour of donating the funds to the project at River View School, the neighbours opposed to the project have stated in writing that they would match the donation.

IMPACT

The Area Coordinator for Parks estimates the cost to provide and install a standard play structure to be \$16,000. The donation offered is \$5,000 which leaves a balance of \$11,000. It is recommended that \$11,000 be donated from the 5% Sub-Dividers Reserve fund to the Algoma District School Board for the provision and installation of playground equipment at River View Public School.

STRATEGIC PLAN

The provision of playground equipment is not specifically mentioned in the Corporate Strategic Plan.

RECOMMENDATION

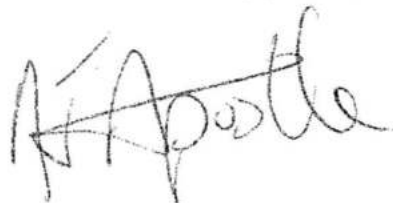
That the report of the Manager Recreation and Culture concerning MacDonald Park Playground Equipment be received, and that the recommendation that subject to successful negotiations, a donation of \$11,000 be made to the Algoma District School Board for the installation and provision of playground equipment at River View Public School; and further that the funds be provided from the 5% Sub-Dividers Reserve fund be endorsed by the Parks and Recreation Advisory Committee; and further that a report be sent to City Council for their approval.

Respectfully submitted,

Recommended for approval,



Joseph J. Cain
Manager Recreation & Culture



Nicholas J. Apostle
Commissioner Community Services

j:\rec\cult\parks\macdonald park\prao report june 17

cc: B. Freiburger, Commissioner of Finance & Treasurer
L. Girardi, Commissioner Public Works & Transportation
D. McConnell, Planning Director



2013 06 24

Mayor Debbie Amaroso and
Members of City Council

ESSAR CENTRE - FAILURE OF MAIN CIRCULATION FAN

PURPOSE

The purpose of this report is to inform Council on the details of the failure of one of the main circulating fans at the Essar Centre – March 26, 2013.

BACKGROUND

There are two air handling units that provide ventilation, heating, and air conditioning to the main arena bowl. Each air handling unit system contains two large radial fans (total of four fans). One of the units services the north area of the arena while the other unit services the south area.

On March 26, 2013 during the scheduled quarterly preventative maintenance work the Service Representative (S&T Electric) found that one of the main circulation fans had become severely damaged. The failure of the fan prompted a review of the remaining three circulating fans.

The Mechanical Engineer (from EPOH Ltd.) who designed the system was brought in to provide a professional review of the situation. He reported that the fan experienced a catastrophic failure which resulted in severe damage to the fan assembly only. He recommended that we engage an engineering firm that specializes in diagnostics of these types of situations. On April 1, 2013 Mr. Byron Moss of Rowswell and Associates Engineers Inc. was engaged. He examined both air handling units using a combination of visual and magnetic particle testing methods. The inspection report is attached along with photographs of the damage.

The testing revealed that there were numerous cracks on all of the fans. Upon recommendation from Mr. Moss, a welder was engaged to repair the cracks along with the HVAC contractor.

We were able to keep one of the units working while repairs were undertaken to the failed unit. This allowed us to condition the space adequately for the remainder of the season.

The shoulder seasons require the dehumidification capacity of both air handling units when the ice is in. Typically, both units are running from mid-April until the time the ice comes out in the spring; likewise in September until the outdoor air condition is such that humidification isn't an issue. Not having these units functioning would result in condensation being present in the arena which poses a risk to the patrons as well as being a detriment to the structure.

The manufacturer of the fan has been contacted regarding the issue. The warranty has expired, however, they have stated that they will discount all replacement fans by 50%.

A summary report and recommendation from EPOH Inc.'s Mechanical Engineer is attached. The recommendations in the report identify performing on-going testing, on a specific time interval, of the repaired fans, and replacing the failed fan unit prior to the ice-in season which is late August.

5(r)

IMPACT

Early on in the development of the situation it was determined with senior staff that the Essar Centre Reserve account could be used for the repairs. There is approximately \$38,000 in the reserve account. Costs to date are approximately \$25,000 which is for the analysis and repairs. A new fan is still required to be purchased and installed. It is estimated this will cost a further \$22,000. Total estimated cost for repair and replacement is \$47,000. It is recommended that any additional funds required over and above the amount of the Essar Centre Reserve be allotted from the McMeeken Centre Chiller Replacement project which has come in substantially under budget (and appears elsewhere on your agenda).

It is further recommended that the supply and installation of the new fan be sole sourced to S&T Group as they were responsible for the dismantling of the damaged fan and are the maintenance company involved in the quarterly inspections of the units.

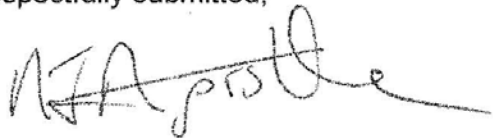
STRATEGIC PLAN

This matter is not specifically addressed in the Corporate Strategic Plan.

RECOMMENDATION

That the report of the Commissioner of Community Services concerning the Essar Centre Fan Failure be received and the recommendation that the supply and installation of the required fan be sole sourced to S&T Group with the required funds, for both the repairs and replacement components for the project, coming first from the Essar Centre Reserve account with any additional required costs coming from those funds that remain from the McMeeken Chiller project which came in under budget, be approved.

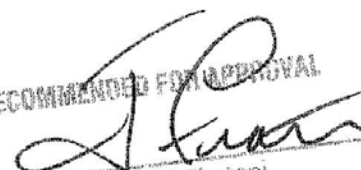
Respectfully submitted,



Nicholas J. Apostle
Commissioner Community Services

jbroun2013 essar centre fan failure

attachments

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(r)

EPOH

May 30, 2013

1318

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

Attention: Mr. Nick Apostle
Commissioner of Community Services

Re: Essar Centre
Fan Failure Involvement

Dear Sir:

At some time during the last week of March, 2013 the supply air fan within Air Handling Unit #1 at the Essar Centre failed catastrophically. Since that time, EPOH have been involved in a consultative capacity to assist with various aspects of investigation, inspection, pursuit of manufacturer's warranty, sourcing of a replacement fan, etc. Based on our involvement to date, we comment as follows.

Pertinent Background Information:

Subsequent to failure of the supply air fan in AHU#1, it was deemed prudent to have the three remaining fans, the return air fan in AHU#1 and the supply and return air fans in AHU#2 extensively inspected. Inspection services were provided by Roswell Engineering and reported under separate cover. Results of the inspections were quite alarming and it was therefore deemed necessary to proceed with welding procedures and additional testing to refurbish the three remaining fans. The primary reason for having proceeded in this manner was to ensure that these fans could remain in service for the balance of this past ice season, particularly given the importance of the City of Sault Ste. Marie hosting the Tellus Cup Hockey Tournament late in the season.

The market price for a replacement supply air fan for AHU#1 from the original manufacturer and alternate fan manufacturers is in excess of \$16,000. Although the fan is well beyond the warranty period, Cook, the original fan manufacturer, has offered a reduced price of approximately \$8,400 for a replacement fan, see attached email containing a quotation for the replacement fan.

EPOH INC

FRANCO FUSCOFF, CEM FUSCOFF, KENNETH OLIVER
ARCHITECTS, ENGINEERS, INTERIOR DESIGN

726 QUEEN ST EAST SAULT STE MARIE, ONTARIO CANADA P6A 5A9, T 709 949 5891, F 709 949 5892, INFO@EPOHINC.COM WWW.EPOHINC.COM

5(r)

Mr. Nick Apostle
Corp. of the City of Sault Ste. Marie
May 30, 2013
Page 2 of 3

In addition, HTS, the manufacturer's representative that we deal with when sourcing Cook fans, has agreed to extend preferred pricing for the supply of replacement fan wheels for the three remaining fans should the refurbished fans deteriorate to the point that it is deemed necessary to replace the fan wheels at some time in the future. This offering is somewhat time sensitive, ie: the degree of preferred pricing will diminish if the refurbished fans remain in service for an extensive length of time.

Recommendations:

Given that it is necessary to have both Air Handling Units at the Essar Centre fully operational by mid August 2013 in order to be able to adequately condition the facility when ice is put back in and through the upcoming fall shoulder season, we recommend proceeding as follows as soon as possible:

1. Retain a Mechanical Contracting company to validate sheave alignment of the drives on the return air fan on AHU#1, and the supply and return air fans on AHU#2.
2. Proceed with balancing of the fan wheels of the return air fan on AHU#1, and the supply and return air fans on AHU#2.
3. Perform recurring visual and magnetic particle inspections of the fan wheels of the return air fan on AHU#1, and the supply and return air fans on AHU#2 every three months for the next year to monitor any deterioration and react as necessary.
4. Retain a Mechanical Contracting Company to procure a replacement supply air fan for AHU#1 and proceed with replacement of the failed fan with new. Considering the discount that has been offered by Cook, the original fan manufacturer, we recommend proceeding with purchase of a replacement fan from Cook at the reduced pricing that has been offered. We suggest that the attached email containing the reduced pricing be shared with the Mechanical Contracting Company engaged to replace the fan in order to expedite the purchase at the pre-negotiated reduced price. Given that delivery is between four to five weeks from the time a purchase order has been issued, it is important to retain a Contractor as soon as possible to proceed with this work.
5. Upon delivery to site of the new fan and prior to installation, have the new fan visually and magnetic particle tested to validate the quality of the fan and establish a base line for future reference should any deterioration of this fan develop over time.

We trust the above is satisfactory for your requirements at this time. Please advise if you have any questions or comments or require anything further with respect to the above.

5(r)

Mr. Nick Apostle
Corp. of the City of Sault Ste. Marie
May 30, 2013
Page 3 of 3

Yours sincerely,
EPOH inc.



Cal F. Oswin, P. Eng., ASHRAE
Consulting Engineer

/cfo

cc: Norm Fera, City of SSM
Pat Proulx, City of SSM
Byron Moss, Roswell & Associates Engineers Inc.

Attachment

561

Rowswell & Associates Engineers Inc.

Project Managers & Consulting Engineers

100 Bruce Street, Suite 6
Sault Ste. Marie, Ontario
P6A 2X5
Telephone: (705) 759 6612
Fax: (705) 759 6885
inquiries@rowswellengineers.com
www.rowswellengineers.com

April 12, 2013
3501

The Corporation of the
City of Sault Ste. Marie
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, Ontario, P6A 5N1

Attention: Mr. Nick Apostle
Manager-Community Centres

Dear Mr. Apostle:

Subject: Investigation into the AHU Fan Failure – Essar Centre

At your request and after an initial review of the supply air fan that failed catastrophically, we examined the remaining three fans using a combination of visual and magnetic particle testing methods.

The system as we understand it consists of four large radial fans, a supply and return air pair to the north and to the south side of the arena, respectively the Queen St. and Bay St AHU's.

INSPECTION RESULTS

At the time of our inspections starting on Monday April 1, 2013, the failed Bay St AHU had been moved from its bearings. Inspection work was carried out by our Mr Gary King for Visual and Magnetic Particle testing. Work was done in accordance with CSA W178.1 and W178.2 and CAN/CGSB-48.9712. The following is a summary of our findings:

Figure 1: Diagram of fan with explanation of terms

Photo 1: Failed Bay St Supply AHU moved to the east off its bearings

Photo 2: Torn plates of the bearing support of the Bay St Supply AHU.

Photo 3 & 4: Scoring and wear of the drive side ring plate, bolt heads and balancing weights resulting from the shifting of the fan on the shaft.

Photo 5: Fan blade failure looking south on the Bay St Supply AHU. Fan blade airfoil is made from sheet metal approximately 3mm in thickness by bending or forming the shape and then welding the seam where the two ends lap (see Photo 7).

Attn: Mr. N. Apostle
 Subject: Investigation into the AHU Fan Failure - Essar Centre
 Project No: 3501
 April 12, 2013

Page 2 of 5

Photo 6: Fan blade failure looking north on the Bay St Supply AHU.

Photo 7: Fan blade failure looking north at inside of blade at leading edge of airfoil -- note reinforced (larger) welds around leading edge

Photo 8: Typical fan blade welding -- photo of blade 6 on Queen St Supply AHU prior to paint removal.

Photo 9: Typical fan blade seam failure at trailing edge of blade. Note that the detached blade is visibly bowed outward. Lack of weld fusion is evident.

Photo 10: Typical fan blade to Ring Plate Failure; Queen St Supply AHU - Cracked 96% of outside face length confirmed by Magnetic Particle Inspection after paint removal

Photo 11: Typical setup for measurement of cracks (see also photo 10)

Table 1: Crack Indications for fan blades for the Queen St. Supply AHU using Magnetic Particle Testing:

- 5 of the 9 fan blades have trailing edge seam cracks varying from 4%-90% of the total length with an average of 44%.
- 9 of the 9 fan blades have cracks in the welds adjacent to the rings on either the inside or outside of the blade or either the drive or ring side. Total crack length on any one of the 4 edges varies from 4-88% with an average of 42%.

Table 2: Crack Indications for fan blades for the Queen St. Return AHU using Magnetic Particle Testing:

- 7 of the 9 fan blades have trailing edge seam cracks varying from 38%-73% of the total length with an average of 53%.
- 9 of the 9 fan blades have cracks in the welds adjacent to the rings on either the inside or outside of the blade or either the drive or ring side. Total crack length on any one of the 4 edges varies from 26-82% with an average of 46%.

Table 3: Crack Indications for fan blades for the Bay St. Return AHU using Magnetic Particle Testing:

- 6 of the 9 fan blades have trailing edge seam cracks varying from 16%-54% of the total length with an average of 26%.
- 9 of the 9 fan blades have cracks in the welds adjacent to the rings on either the inside or outside of the blade or either the drive or ring side. Total crack length on any one of the 4 edges varies from 4-88% with an average of 42%.

No results are available for the Bay St Supply AHU which self-destructed.

The three remaining fans have been balanced for the 1X vibration courtesy of Flakeboard personnel. This balancing should be thought of as temporary measure. Once the remaining cracks on the two fans are completed rebalancing will be required again. We would recommend at that time that a more complete balancing be undertaken.

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Attn: Mr. N. Apostle
Subject: Investigation into the AHU Fan Failure - Essar Centre
Project No: 3501
April 12, 2013

Page 3 of 5

DISCUSSION

This discussion is not intended to be a thorough forensic report but only as a commentary on what was found and to suggest possible cause and effect.

The fans consist of nine airfoil shaped blades connected between two ring plates. Overall dimensions of the fan are approximately 1500mm diameter by 560mm wide. The fan blades which are formed or bent into airfoil shapes (Figure 1 and Photos 5, 6 & 7) are made from sheet metal approximately 3mm in thickness.

What we know is that at some point during the last week of March 2013 the Bay St. Supply AHU fan catastrophically self-destructed. From the evidence it appears that the fan, which spin at a relatively slow 500rpm, became partially free of its fixity to the drive shaft and shifted about 125mm toward the drive motor. When it came into contact with the metal mesh guard surrounding the fan (removed in Photos 1 & 2 but visible in Photo 10) it was torn away by impact of the bolts and/or balancing weights on the drive side of the fan (Photo 3 & 4). Although the guarding was torn away, the fan continued to rotate and shift in towards the fan bearing support until it came into contact with the support at which point the metal support was torn away (Photo 1 & 2). As can be seen in Photo 3 & 4 the fan drive ring plate next to the motor is significantly abraded, paint is worn away, the plate is scored and bolt heads and balancing weights are worn from heavy abrasion from metal on metal contact.

At some point one of the fan blades became loose and flew outward (Photo 5 & 6). This may have occurred prior to the fan shifting or as a result of the fan shifting. The outward motion caused by the inertial forces on the loosened fan blade may have been sufficient to cause the additional tears and breaking away of part of the blade (Photo 5) or more likely as a result of impacting the guarding or base.

While we cannot be certain at this time as to the cause, whether it be loosening on the shaft or loosening of the fan blade due to cracks, it is disturbing as to the quantity and length of the cracks found in the remaining three fans. Imbalances of the fan will cause inordinate vibration which may exceed the design parameters of the fan. Normally, these vibrations are accounted for by balance weights as seen on the fan rings in Photos 3-5. Certainly, loose blade parts such as the trailing edge seam crack could lead to an imbalance and ultimately to more violent vibrations as the welds let go.

56r)

Attn: Mr. N. Apostle
Subject: Investigation into the AHU Fan Failure -- Essar Centre
Project No: 3501
April 12, 2013

Page 4 of 5

SUMMARY AND CONCLUSIONS

Cracks found on the Bay St. Return AHU have been repaired and the cracks on Blade 1 and 9 of the Queen St. AHU have been repaired. However, there remain a significant number of cracks requiring repair on the Queen St. Supply and Return Fans. In addition the return fan has not had the paint removed from the welds. As the paint has been removed on the other fans, additional cracks are evident. These cracks are significant and will continue to grow until the fan blade loosens to such an extent that it could cause similar catastrophic failures.

While we can't be conclusive as to the cause there appears to be definite weld defects in the seam welds. Here it was noted that the weld was not fused along the seam. A lack of fusion can only be attributed to a manufacturing defect. Photo 9 shows that the blade is visibly bowed where the seam weld has let go and therefore it is flexing under load. This flexing would be expected to cause and or magnify any imbalances.

Other causes of imbalances include but are not limited to worn bearings, or a misaligned shaft.

The remaining cracks in the welds between the ring plate and fan blade are likely a result of imbalances in the fan. These imbalances may have occurred during their manufacture or after. Since the blades must transfer all loads from the inner ring back to the fixed drive side, imbalances in the fan cause inertial flexing of the blades. Flexing can quickly lead to overstress and/or fatigue cracking of the metal.

The life expectancy of the fans after the welded repairs is significantly shortened. Furthermore given the extent of cracking observed we cannot be sure that new cracks will not show up. Imbalance in the fan will accentuate the problem. However, the next 3 months should help us to gauge.

RECOMMENDATIONS

1. Complete welded repairs to remaining fans.
2. Rebalance fans checking for multiple harmonic and resonant vibrations through the frequency range of the fans.
3. Monitor fans for new cracks on a schedule of 3 months, 6 months, and yearly thereafter until such time as the fans are replaced.

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Attn: Mr. N. Apostle
Subject: Investigation into the AHU Fan Failure -- Essar Centre
Project No: 3601
April 12, 2013

Page 5 of 5

We trust this report is sufficient for your needs. However, if you should have any questions with regard to this report please do not hesitate to call.

Yours truly,



Byron G. Moss, P. Eng.
W178.2 Level 3, 4180
President

Attached Tables 1-3, Figure 1, and Photos 1-11

THIRD PARTY DISCLAIMER

This report was prepared by Rowswell & Associates Engineers Inc. for The City of Sault Ste. Marie. The material in it reflects Rowswell & Associates Engineers Inc. judgement in light of the information available to us at the time of preparation. Any uses which a Third Party makes of this report, or any reliance on decisions to be made on it, are the responsibility of such Third Parties. Rowswell & Associates Engineers Inc. accepts no responsibilities for damages, if any, suffered by any Third Party as a result of decisions made or actions based on this report.

Rowswell &
Associates
Engineers Inc.
Project Managers & Consulting Engineers

5(s)

Jerry D. Dolcetti, RPP
Commissioner

Carl Rumiel, P. Eng
Design & Construction Engineer



ENGINEERING & PLANNING
DEPARTMENT

Engineering & Construction Division

2012 06 24

File: 4.140

Mayor Debbie Amaroso
and Members of Council

**Re: MUNICIPAL BRIDGE No. 34 REHABILITATION
CLOSURE OF WALLACE TERRACE AT BROOKFIELD AVENUE**

PURPOSE

The purpose of this report is to obtain council approval to close Wallace Terrace at Brookfield Avenue in order to replace the approach slabs on the east side of the bridge.

BACKGROUND

At the 2013 05 13 meeting Council approved capital improvements to four bridges which included the detailed inspection and repair of approach slabs of Municipal Bridge No. 34 (Wallace Terrace - 30m west of Brookfield Avenue). Further, at the 2013 06 10 meeting Council approved retaining Tulloch Engineering to complete the pre-engineering, design and detailed inspection of the work.

ANALYSIS

Tulloch has recommended that the expansion joint and the approach slabs on the east side of Municipal Bridge No. 34 be replaced immediately. City Public Works crews are completing the work commencing June 25th, 2013. This project will require the closure of Wallace Terrace at Brookfield Avenue for approximately six (6) weeks.

IMPACT

At the 2013 05 13 meeting council approved \$200,000 be used for the four bridges which included Municipal Bridge No. 34. At this time, the program is tracking within the budget.

STRATEGIC PLAN

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

RECOMMENDATION

We recommend Council authorize the closure of Wallace Terrace at Brookfield Avenue for approximately six (6) weeks.

By-law **2013-21** authorizing closure of the road has been placed on the Agenda for your consideration.

Respectfully submitted,



Carl Rumiel, P. Eng.
Design & Construction Engineer

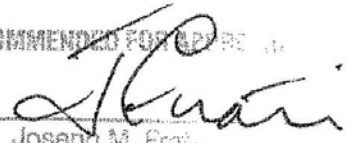
Recommended for Approval:



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

CR/bb

RECOMMENDED FOR APPROVAL



Joseph M. Frato
Chief Administrator

Jerry D. Dolcetti, RPP
Commissioner

Carl Rumiel, P. Eng
Design & Construction Engineer



ENGINEERING & PLANNING
DEPARTMENT

Engineering & Construction Division

2013 06 24

Our File: Contract 2012-3E

Mayor Debbie Amaroso and
Members of City Council

**RE: CONTRACT 2012-3E
CLOSURE OF BIGGINGS AVENUE**

PURPOSE

The purpose of this report is to obtain approval to close Biggings Avenue from Queen Street East to Wellington Street East on July 8, 2013 for approximately three (3) weeks.

BACKGROUND

In 2012 the City reconstructed Queen Street East from Pim Street to Simpson Street. Completion of the restoration, final paving and some watermain work on Biggings Avenue is currently underway by the Contractor, R. M. Belanger Limited.

ANALYSIS

The PUC has included two watermain repairs on Biggings Avenue in the contract that will require the closure of the road.

IMPACT

There is no financial impact to the City as this work is entirely recoverable from the PUC.

STRATEGIC PLAN

Ensuring water distribution infrastructure is in a good state of repair is consistent with Strategic Direction 1: Developing Solid Infrastructure. In particular Objective 1A, Environmental Leadership, is being met.

RECOMMENDATION

We recommend Biggings Avenue be closed to through traffic from July 8th to July 26th.

By-law 2013-118 authorizing closure of the road has been placed on the Agenda for your consideration.

Respectfully submitted,

Carl Rumiel, P. Eng.
Design & Construction Engineer

CR/al

FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

Recommended for approval,

Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

5(u)

**Jerry Dolcetti, RPP
Commissioner**

**Catherine Taddo, P. Eng.
Land Development & Environmental
Engineer**



**Engineering & Planning
Department**

2013 06 24
Our File: B-77-33

Mayor Debbie Amaroso and
Members of City Council

**RE: LANDFILL SITE, OPERATIONS AND MONITORING 2012
ENVIRONMENTAL MONITORING COMMITTEE**

PURPOSE

This report is in response to Condition 6(b) of By-law 2004-215 which requires that an annual information report to Council be prepared following the submission of Annual Landfill Operations and Monitoring Reports to the Ministry of Environment.

BACKGROUND

At the November 29, 2004 meeting, Council approved a revised by-law for the Terms of Reference for the Environmental Monitoring Committee. This Committee is the formal contact with the public for landfill operations and a mandated requirement under our landfill's Certificate of Approval. The 2012 Committee consists of five members of the public, Councilor Butland, City (PWT/Engineering), Conservation Authority and Ministry of Environment (MOE) staff.

The revised by-law includes the requirement for an annual report to Council following submission of the annual Operations and Monitoring Reports to the MOE. This report to Council will summarize the conclusions and recommendations of the two reports for 2012, and comment briefly on other matters at the landfill. Copies of the MOE submission are available at the Engineering Department, if any Councilor wishes to review them in detail. Our annual submission is due to the MOE on April 30th of each year.

Site Development and Operations Report 2012 Municipal Landfill

Waste Quantities and Site Capacity

Approximately 70,496 tonnes of material was received at the landfill in 2012. Of this value, 83% or 58,393 tonnes was landfilled, 4% was exported for recycling or reuse (i.e. metal, wood, batteries, tires, etc.) and 13% was used as daily cover material. Last year, the remaining site life estimate was 8.9 years. This year's report indicates that based on the 5-year average disposal rate (i.e. 60,308 tonnes) there is a capacity for approximately 8.1 years.

Leachate Collection System

A leachate collection system has been operating at the landfill since November, 1992. It consists of a gravity collection system along the south boundary of the landfill and a purge well system on the western boundary. As part of the Canon Creek relocation project that was completed in 2006, the leachate collector system was expanded in a northerly direction in the southeast corner of the landfill along the old creek alignment. The system is designed to intercept leachate before it leaves the site and it is pumped to the City's sanitary sewer collection system.

A system of monitoring wells is sampled regularly to determine the quality of groundwater on and off site in the vicinity of the landfill. The report for 2012 recommends a reduction in sampling frequency for some of the wells based on consistent trends and in some cases, near background conditions at these wells.

A western contaminant plume was detected several years back, which prompted increased emphasis on purge well maintenance to ensure continuous operation and additional purge well construction. The purge well system continues to be effective, however, it has limitations. No new wells were installed or old wells decommissioned in 2012.

At the suggestion of the MOE in 2008 and since the City of Sault Ste. Marie owns most of the property west of the landfill boundary, an application was made and approved by the MOE for the establishment of a "Contaminant Attenuation Zone (CAZ)". The establishment of the CAZ does not eliminate the need for the purge well system which continues to be maintained, operated and monitored with vigilance, but, it helps to alleviate off-site regulatory compliance concerns for the small area of impacts observed west of the site. While the CAZ does not expand the landfill footprint itself, it does move the compliance boundary further to the west.

Odour Control

Council approved the construction of 24 passive landfill gas vent flares in 2004 with an additional six (6) passive flares installed and approved in 2007. Over the past six (6) years we have concluded, based on our complaint records and our own observations that we have had some success with this system. During 2012, a total of ten odour complaints were received.

Due to a new landfill gas regulation in 2008, our landfill must actively collect its landfill gas. Throughout 2009-2010, the active system was constructed. The system was operational by December 2010 and running continuously since January, 2011 in order to comply with legislation.

A second phase of the project involves potential electricity generation, in lieu of burning the gas at a central flare. A potential partnership exists with PUC, should OPA agreements for this project become available in the future.

Technology Demonstration Project – Elementa

During 2009, Elementa entered into a Waste Supply Agreement with the City of Sault Ste. Marie for a guaranteed quantity of 12,500 tonnes. The project proposes to use steam reformation to produce synthetic gas ("syngas"). The demonstration/commercial plant is proposed to be constructed off of the landfill property.

Elementa advised in 2011 that the Minister of Energy has ordered the Ontario Power Authority (OPA) to enter into negotiations with the proponents of EFW projects that have satisfactorily completed the Ministry of the Environment Pilot or Demonstration Project Initiative. Elementa intended on negotiating a higher price for power to be generated by the new commercial facility.

Accordingly, on October 24, 2011, Council approved an extension to the lease for the energy from waste (EFW) pilot plant at the landfill for the purpose of equipment storage until April 22, 2013. A second extension was requested and granted at the April 22nd Council meeting to provide sufficient time for relocation and removal of the equipment.

Municipal Landfill Site Monitoring Report 2012

This report is a detailed, lengthy document providing all the results of the groundwater, surface water and landfill gas monitoring program undertaken in 2012. The purpose of the monitoring program is fivefold:

- To monitor the quality of groundwater and surface water in the vicinity of the landfill site;
- Assess the ability of the engineered controls and natural environment to attenuate contamination from the landfill site;
- Establish whether concentrations of targeted chemical parameters in the groundwater and surface water exceed boundary criteria established by the MOE;
- Predict future movement of contaminants and therefore predict future compliance with MOE criteria; and
- Ensure safety within any of the buildings at the site from a landfill gas perspective.

ANALYSIS

Conclusions and Recommendations of Monitoring Report

Ground Water Quality

Consistent with the results of 2011, the results of the 2012 groundwater monitoring program indicate that the engineered controls and natural attenuation processes including dilution by infiltrating precipitation are either reducing or keeping the leachate plume stationary along the eastern and southern property boundaries of the landfill. Prior to 2001, results along the western boundary showed exceedances for several parameters in both on site and off site monitoring wells. The boundary criteria for most of these parameters are based on aesthetic objectives (i.e. non-health-related objectives) for drinking water. The approval of the Contaminant Attenuation Zone has helped to alleviate off-site regulatory compliance concerns along the western site limit.

Surface Water Quality

The relocation of Canon Creek away from the landfill in the Fall of 2006 appears to have reduced leachate impacts on Canon Creek and the Root River. There have been no exceedances of unionized ammonia since 2008. High levels of unionized ammonia can be detrimental to aquatic life forms. The benthic sampling/ analysis and fish toxicity testing was discontinued in 2011 based on favourable and consistent results.

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Methane Gas

Since 2008, methane gas concentrations have been in the explosive range at one of our methane gas monitors. The monitor is located east of the Maintenance Building. Results continue to indicate landfill gas migration in the subsurface away from the landfill in a southwesterly direction. As the landfill continues to develop in a westerly direction, elevated methane concentrations are expected at several of the monitoring locations.

A methane mitigation project was completed by S & T Electrical Contractors in 2010. It is the intention of the system to monitor, control ventilation and provide warning to those within all facilities at the landfill if there is a problem.

IMPACT

There is no impact to the budget.

STRATEGIC PLAN

The report is linked to Objective 1A – Environmental Leadership, and the solid waste management activity.

RECOMMENDATION

That the report of the Land Development and Environmental Engineer concerning the annual Operations and Monitoring Reports for the municipal landfill be received as information.

Respectfully submitted,

Recommended for Approval:



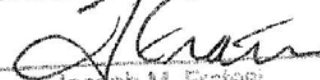
Catherine Taddo, P. Eng
Land Development & Environmental Engineer



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

Fire Chief Marcel Provenzano

Division Heads:

Suppression – Frank Brescacin

EMS – Robert Rushworth

Fire Prevention - Paul Milosevich

Support Services – Jim St. Jules



5(v)
Emergency Direct "911"

Emergency Phone (705) 949-3333

Business Phone (705) 949-3335

Fire Prevention Phone (705) 949-3377

Emergency Medical Services (705) 949-3387

Fax Phone (705) 949-2341

FIRE SERVICES

72 Tancred Street
Sault Ste. Marie, Ontario
P6A 2W1

2013 06 24

Mayor Debbie Amaroso and
Members of City Council

RE: Replacement of 1999 Pumper 4

PURPOSE:

The purpose of the report is to seek Council approval to undertake negotiations with Safetek Emergency Vehicles for a replacement fire truck as identified in our fleet replacement schedule and the City's strategic plan for 2014.

BACKGROUND:

Sault Ste. Marie Fire Services has developed and followed a long term fleet replacement schedule for fire apparatus used for emergency calls not including the small support and administration vehicles. This replacement schedule takes into consideration the Insurance Underwriters requirement to have all frontline firefighting apparatus no older than 15 years in order to maintain insurance ratings. This fleet replacement schedule is also incorporated in the City's Corporate Strategic Plan as various fire apparatus service replacement dates come due.

ANALYSIS

Given the recent relocation of the hospital to the north end of the city, and other new construction, we have realized that there is a need to have a Pumper/Aerial apparatus with a longer 75' ladder and waterway compared to the existing 50' Pumper/Aerial currently in service. This improves fire ground operations, accessibility to structures, and safety of the fire fighters. In addition, the new apparatus will be required to have an ergonomic hose loader bed that we have included in our last two (2) Smeal Pumper/Rescue trucks. This health & safety feature which is exclusive from Smeal keeps the fire fighters on the floor when re-loading fire hose after a fire, thus preventing risks of injury or lost time as a result of falling from apparatus.

-More-

In an effort to standardize our fleet we acquired two Smeal Pumper/Rescue apparatus, similar to the purchase in 2006 of another Smeal apparatus. This particular truck manufacturer has proven to be an excellent company to work with, handling any issues that we have had during and following the warranty period very quickly and effectively. We have had parts shipped from the factory in Nebraska to our facility overnight. Their staff is very knowledgeable and willing to help with any mechanical issues that may arise. The product has proven to be of quality workmanship and reliability. In addition their aerials and pumpers are very user friendly, as are the servicing aspects of the vehicle. This keeps diagnostics and repair downtime to a minimum, thus keeping the units on the front line ready for action.

We also gain a substantial advantage in training suppression staff, and our mechanics, given their familiarity with the features on the truck, thereby improving the processing time for placing a new truck into service. Similarly when issues arise with maintenance and diagnostics, our mechanics have the advantage of the free factory training and knowledge that comes from working with similar products. Standardizing the fleet also creates efficiencies for parts inventory given the multi-purpose applications of frequently used components.

This practice of single sourcing for standardizing departments is quite common and other cities that have similar single source contracts with Safetek/Smeal are Toronto, Vaughan, Markham, Barrie, Ajax, Burlington, Richmond Hill, London, Calgary, Edmonton and Vancouver.

We presently have partnerships with Smeal and Spartan for our mechanics to attend annual factory training seminars in order to provide authorized warranty repairs for their products within our area at our Regional Emergency Services Complex Service Centre. As an authorized Warranty Repair Dealer for these companies, there are opportunities to generate additional revenue as well as receive preferred pricing for the purchase of their products including parts for our own equipment.

In design meetings held with the salesman from Safetek, we have determined our needs and have preliminary drawings and specifications for a 75' aerial which will include the exclusive ergonomic hose loader option as well as all the other specialized rescue features on our previous two new pumpers.

The cost of this unit will be approximately \$796,430.00 which does not include applicable taxes. In addition, the cost for supplying the truck with specialized equipment will be \$80,000. This provides for replacement equipment which is also 15 years old and reaching the end of their serviceable lifespan. It generally takes close to one year to build this particular type of apparatus.

-More-

IMPACT:

The funding for this truck is to come from our Fire Capital Reserve Account. With the addition of a 75' aerial, we would then recommend selling or trading in the 1999 E-One 50' Pumper and the 1986 Thibault 85' Aerial. The decommissioning of the two surplus units would result in one less apparatus in service, thereby creating significant long term efficiencies, including realized cost savings for the City. There is an opportunity to get up to \$50,000.00 as allowance for the combined trade-in to Safetek Emergency Vehicles if we are not able to sell them privately.

Upon authorization to have Safetek/Smeal design and build the replacement truck, we will report back to Council for final approval to proceed with a Purchase Order.

STRATEGIC PLAN:

As noted previously, this truck replacement is included in the City's current 2011- 2014 Corporate Strategic Plan for the 2014 budget year. This project is identified under "Strategic Direction 1: Developing Solid Infrastructure" and the estimated cost is below the budgeted amount for the truck replacement.

RECOMMENDATION:

That the report concerning the replacement of the 1999 E-One truck (P4) be received, and the recommendation that the process to purchase a 75' aerial for delivery in 2014 from Safetek Emergency Vehicles as a single source supplier in an effort to maintain standardization of Fire Services front line firefighting fleet be approved, and that the costs be subsidized from the Fire Services Capital Equipment Reserve account.

Respectfully submitted,

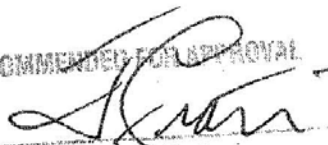


Jim St. Jules
Assistant Fire Chief-Support Services

Recommended for Approval


Marcel Provenzano, Fire Chief
Sault Ste. Marie Fire Services

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO
SOLICITOR/PROSECUTOR



LEGAL DEPARTMENT

File No. LE 102

2013 06 24

Mayor Debbie Amaroso and
Members of City Council

RE: DOWNTOWN DAYS – JULY 18TH, 2013

PURPOSE

The purpose of this report is to seek Council's approval for a Licence to Occupy City Property Agreement ("Licence Agreement") between the City (the "Licensor") and Loplops and the Downtown Association (the "Licensees") to permit five (5) "Patio Pods" (the "Pop Up Patios Event") and various programming activities (the "Downtown Programming") on Queen Street East for Downtown Days to be held on July 18, 2013.

BACKGROUND

Steve Alexander, owner of Loplops in Sault Ste. Marie and Tasha Varpio, Manager of the Downtown Association, together contacted the City Legal Department to request permission to utilize a portion of Queen Street East for the Pop Up Patios Event and Downtown Programming. The Pop Up Patios Event would consist of five (5) tent structures positioned over five (5) blocks on Queen Street East that are 20' by 20' in size. Each tent structure would serve alcoholic beverages during the hours of 6:30 p.m. to 10:30 p.m. on July 18, 2013 as part of the Downtown Days festivities. Loplops would provide and serve the alcohol for the proposed Pop Up Patios Event which is sponsored by the Downtown Association.

The Downtown Association also proposes to host the Downtown Programming, which would include sidewalk sales, Classic Cars, the decoration of parade floats, bands, yoga/pilates demonstrations, square dancing, a large art canvass, children's activities, photo booths, a "dunk booth" and "roller derby girls".

On June 10, 2013, City Council passed City By-law 2013-110, which authorized the closing to vehicular traffic of Queen Street East, from Pim Street to Dennis Street on the 18th day of July, 2013 from 6:00 p.m. to 11:00 p.m. for the purpose of the annual Downtown Days.

-more-

5(w)

2013 06 24

Page 2

Last year, Council passed By-law 2012-140 which authorized a Licence to Occupy City Property Agreement between the City, Loplops and the Downtown Association to permit the Pop Up Patios Event as part of Downtown Days. Loplops and the Downtown Association have advised that it is their hope the Pop Up Patios Event will be an annual component to Downtown Days. This year, the Downtown Programming will be added as an additional feature to the Downtown Days festivities.

ANALYSIS

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

The Licence Agreement confirms that Loplops has permission to install the five (5) tent structures at the sole cost, expense and liability at the locations as marked on Schedule "A" to the Licence Agreement. The Licence Agreement is for a limited period of time on July 18th, 2013. Specifically, between the hours of 6:30 and 10:30 p.m., Loplops will be permitted to serve alcoholic beverages. Between the hours of 6:00 and 7:00 p.m., Loplops will be permitted to set up the tent structures. Finally between the hours of 10:00 and 11:00 p.m., Loplops would have the responsibility to remove the tent structures from City property and complete all necessary cleanup activities at their sole cost and expense.

With respect to the Downtown Programming, the Licence Agreement provides that the Downtown Association may conduct same between the hours of 6:00 p.m. and 10:30 p.m.

The Licence Agreement contains indemnification clauses, such that the Licencees shall be responsible for any costs, expenses and liabilities that in any way result from the proposed "Pop Up Patios Event" and "Downtown Programming". The Licence Agreement requires the Licencees to each maintain insurance during the term of the Licence Agreement. The Licence Agreement also contains a provision that permits the City and/or Emergency personnel to remove any portion or the entirety of the tent structures or Downtown Programming if, at the sole discretion of the City and/or Emergency personnel, access to any portion of Queen Street is required for same.

The Licence Agreement further confirms that Loplops has full responsibility for ensuring that it has met the Liquor License requirements to provide and serve alcohol at the proposed "Pop Up Patios Event". Loplops is presently awaiting AGCO's approval for the "Pop Up Patios Event". The Licence Agreement requires Loplops to provide written confirmation from AGCO that it has approved the "Pop Up Patios Event" by noon on July 17, 2013, failing which the Licence Agreement shall be terminated as it pertains to the "Pop Up Patios Event".

-more-

5(w)

The City Legal Department has corresponded with the City Police and Fire Departments with respect to proposed "Pop Up Patios Event" and "Downtown Days Festivities". Both the City Police and City Fire Department support the proposal, provided that Loplops ensures compliance with any applicable legislation relevant to this event and the terms of the Licence Agreement.

The City Building Department has also reviewed the proposed "Pop Up Patios Event" and "Downtown Programming" and supports the proposal. Algoma Public Health and the City's Accessibility Office have confirmed that it has no concerns with either the proposed "Pop Up Patios Event" or the "Downtown Programming".

IMPACT

There is no significant financial impact with the Licence Agreement.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

By-law 2013-121 which appears elsewhere on the agenda authorizes a License to Occupy City Property Agreement between the City, Loplops and the Downtown Association, and is recommended for approval.

Respectfully submitted,



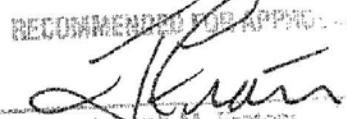
Melanie Borowicz-Sibenik
Assistant City Solicitor

Recommended for approval,



Nuala Kenny
City Solicitor

MBS/cf

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(x)

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO
SOLICITOR/PROSECUTOR



LEGAL DEPARTMENT

File No. LE110

2013 06 24

Mayor Debbie Amaroso and
Members of City Council

RE: 441 KORAH ROAD TURNAROUND AGREEMENT

PURPOSE

The purpose of this report is to recommend that City Council enter into an agreement with Cesare and Pia Mincone, the property owners of 441 Korah Road (the "Mincone Property"), to allow the City to utilize a portion of the Mincone Property as a Turnaround.

BACKGROUND

The City has entered into Turnaround Agreements with various property owners throughout the City. These Agreements permit the City's vehicles to enter onto private property in order to turn around and exit dead end streets.

Cumberland Street is one area in the City where such a Turnaround is required. The Mincone Property abuts the end of Cumberland Street.

The Mincones made an application to the Committee of Adjustment (the "Application") wherein they sought to sever the Mincone Property into two lots. They intended to retain the eastern portion of the Mincone Property (the "Retained Lot"), and to sever the western portion of the Mincone Property (the "Severed Lot"). The Mincones intend to build a new dwelling unit on the eastern portion of the Severed Lot.

On August 22, 2012, the Committee of Adjustment approved the Application subject to various conditions, one of which required the Mincones to provide Turnaround space on the western portion of the Severed Lot. The design, location and construction of said Turnaround space shall be to the satisfaction of the Commissioner of Public Works and Transportation, for the City's Public Works and Transportation operations and maintenance vehicles, and shall be at no cost to the City. The Commissioner of Public Works and Transportation has approved the design, location and construction of the said Turnaround.

-more-

5(x)

ANALYSIS

This Turnaround is required by the City's Public Works and Transportation Department. The Turnaround Agreement formalizes the decision of the City's Committee of Adjustment. This Agreement may be found attached as Schedule "A" to By-law 2013-114, which appears elsewhere on the agenda.

Pursuant to this Agreement, the Mincones are required to construct the Turnaround in accordance with the plans approved by the Commissioner of Public Works and Transportation by October 1, 2013. The Turnaround Agreement permits the City to construct the Turnaround in accordance with the approved design received should it not be completed by October 1, 2013, and in such an event, all associated costs shall be payable by the Mincones. The City agrees to ensure that the Severed Lot is left in a good and clean condition whenever it is not in use.

The Turnaround Agreement will be registered on the title to the Severed Lot, and will therefore bind all present owners, successors and assigns of the property. The Turnaround Agreement can be terminated by the City by notifying the Mincones or any subsequent owner of the Severed Lot of same in writing prior to May 1st of any succeeding year.

IMPACT

Not applicable.

STRATEGIC PLAN

Not applicable.

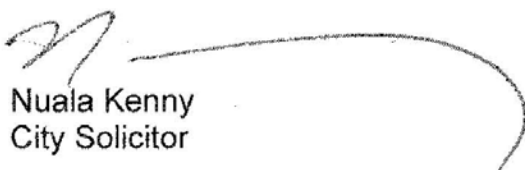
RECOMMENDATION

By-law 2013-114, which appears elsewhere on the agenda, authorizes the City to enter into the Turnaround Agreement between the City and Cesare and Pia Mincone, and is recommended for approval.

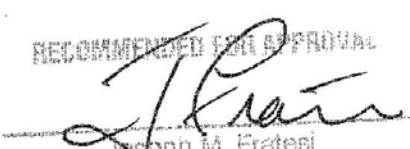
Respectfully submitted,


Matthew Caputo
Solicitor/Prosecutor

Recommended for approval,


Nuala Kenny
City Solicitor

RECOMMENDED FOR APPROVAL


Joseph M. Frateel
Chief Administrative Officer

5(y)

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO
SOLICITOR/PROSECUTOR



LEGAL DEPARTMENT

File No. PR1

2013 06 24

Mayor Debbie Amaroso and
Members of City Council

RE: AGREEMENT BETWEEN THE CITY AND SANDRA BELANGER AND KENNETH BELANGER

PURPOSE

The purpose of this report is to seek Council's approval for an Agreement between the City and Sandra and Kenneth Belanger (the "Belangers"), the registered joint owners of 46 Millstream Drive to permit the Belangers to construct a storage shed and above ground pool on lands owned by the Belangers that are subject to a storm sewer easement in favour of the City, subject to certain terms and conditions.

BACKGROUND

The Belangers are the registered owners of three parcels of land described under PIN 31513-0091 (LT), PIN 31513-0183 (LT) and PIN 31513-0195 (LT), which lands are shaded on the map attached as Schedule "A" to this Report. A Storm Sewer Easement was registered on title to a portion of these lands, namely Instrument 231450 was registered on title to PIN 31513-0183 (LT) on November 15, 2000 and Instrument 239221 was registered on title to PIN 31513-0195 (LT) on June 13, 2002 (the Lands collectively referred to herein as the "Subject Property" and the Registered Instruments collectively referred to herein as the "City Easement").

The Belangers contacted the City Building and Legal Departments to request the City's permission to construct a 10'X10' storage shed and a 24'X24' above ground swimming pool on the Subject Property. The Belangers provided the City with a diagram attached as Schedule "B" to this Report which shows the proposed location for the above ground pool and storage shed. The Belangers advise that the storage shed will be constructed on blocks to permit the movement of the shed if same becomes necessary. The pool will be above ground, and the Belangers confirm that there will be no excavating of the Subject Property in the installation of the pool.

-More-

5(y)

ANALYSIS

The City Easement grants the City the exclusive right over the Subject Property to, among other things, construct, install, operate, maintain, replace, reconstruct and repair the said City Easement and access the said Subject Property. The City Easement also gives the Belangers and any subsequent property owner, the right to fully use and enjoy the Subject Property, subject to and so not as to interfere with the rights granted to the City in the City Easement.

The City Legal Department has corresponded with the City's Engineering and Public Works and Transportation Departments with respect to the Belanger's request. Both the Engineering and Public Works and Transportation Departments confirm that they are not concerned with the request provided that the Belangers enter into an Agreement with the City to confirm that they will move the proposed structures if the City, at its sole discretion, determines that it requires access to the Easement.

The Agreement confirms that the Belangers have the right to install the storage shed and above ground pool at the proposed location shown on Schedule "B" to this Report. The Agreement contains a provision that requires the Belangers to move the storage shed and above ground pool at their sole liability and expense if it becomes necessary for the City to access the City Easement. The Agreement further permits the City and/or emergency personnel to remove any portion or the entirety of the storage shed and above ground pool if the City deems same to be necessary. In either event, the Agreement confirms that the City shall not be responsible for restoring the above ground pool or storage shed to its condition prior to such access. The Agreement further confirms that the Belangers may not install or otherwise interfere with the City Easement for any purpose other than the purpose set out in the Agreement.

The Agreement essentially permits the Belangers to utilize their lands for the purpose set out herein while still protecting the City Easement and the City's right of access to the Subject Property.

IMPACT

The Belangers will be responsible for the costs associated with registering this Agreement on title to the Subject Property. There is no financial impact to the City.

STRATEGIC PLAN

Not applicable.

-More-

5(y)

RECOMMENDATION

By-law 2013-122 appears elsewhere on the Agenda and authorizes an Agreement between the City and the Belangers and is recommended for approval.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor

Recommended for approval,

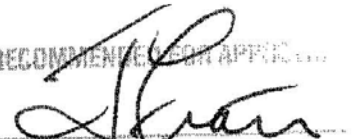


Nuala Kenny
City Solicitor

MBS/da
attachment(s)

LEGAL\STAFF\COUNCIL REPORTS\2013\BELANGER AGREEMENT.DOC

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

Schedule "A"



fence

existing. Sports Court
40 x 60

Fence

Schedule "B"

Not here
yet
10 x 10
Storage shed

This will be built on Blocks
In the event it needs to be moved

← 2 ft → from fence

Back Yard

30 ft

not yet in

24 x 24
Pool

above ground

← 5 ft →

- Brick Patio

(y)

Fence 6 ft All around the yard

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO
SOLICITOR/PROSECUTOR



LEGAL DEPARTMENT

File No. PR1.44 and PR1.45

2013 06 24

Mayor Debbie Amaroso and
Members of City Council

**RE: CITY PURCHASE OF A PORTION OF TWO PROPERTIES FOR SIDEWALK
INSTALLATION**

PURPOSE

The purpose of this report is to request Council's authorization to purchase a portion of property from Sault College and the owner of 885 Second Line East for the purpose of installing a sidewalk on the south side of Second Line East.

BACKGROUND

Since Pine Street was connected to Second Line East, there has been an increase in pedestrian traffic. This location is also the proposed location for the new Catholic High School, which will result in further pedestrian traffic. Currently, there is no sidewalk on the south side of Second Line East.

City Staff has determined that it is necessary to install a sidewalk on the south side of Second Line East, to the east of Pine Street. A majority of the property required to install this sidewalk is already owned by the City, though there is an area in front of 885 Second Line East, and an area owned by Sault College, that the City must purchase in order to install the said sidewalk. Attached as Schedule "A" to this report is a Map that denotes the land required by the City. Construction of the sidewalk has commenced on property that is already owned by the City.

ANALYSIS

An appraisal of both properties required by the City is necessary. Further, the City must prepare a reference plan to denote the property required by the City.

-more-

Once the appraisal is completed and a value of the property is ascertained, an offer to purchase the land shall be made to the owner of 885 Second Line East as well as Sault College. Once the City purchases these two parcels of land, construction of the sidewalk in this area can proceed.

IMPACT

It is more cost effective to proceed with an appraisal and reference plan of both properties simultaneously. The cost of an appraisal of both properties will be approximately two thousand dollars (\$2,000.00) plus HST. The cost for a reference plan of both properties will be approximately two thousand five hundred dollars (\$2,500.00) plus HST.

The City will thereafter purchase the required lands from the owner of 885 Second Line East and Sault College, based on the appraised value of the lands. The City will also be required to pay the registration costs to complete the transfer of both lands to the City.

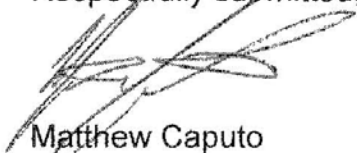
STRATEGIC PLAN

Not applicable.

RECOMMENDATION

It is recommended that City Council authorize the purchase of property from Sault College and the owner of 885 Second Line East, and all costs related thereto for the purpose of installing a sidewalk on the south side of Second Line East.

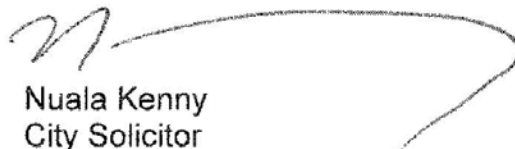
Respectfully submitted,



Matthew Caputo
Solicitor/Prosecutor

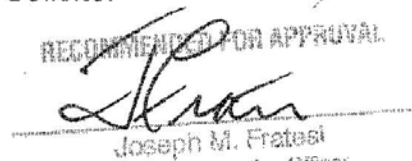
MC/da

Recommended for approval,



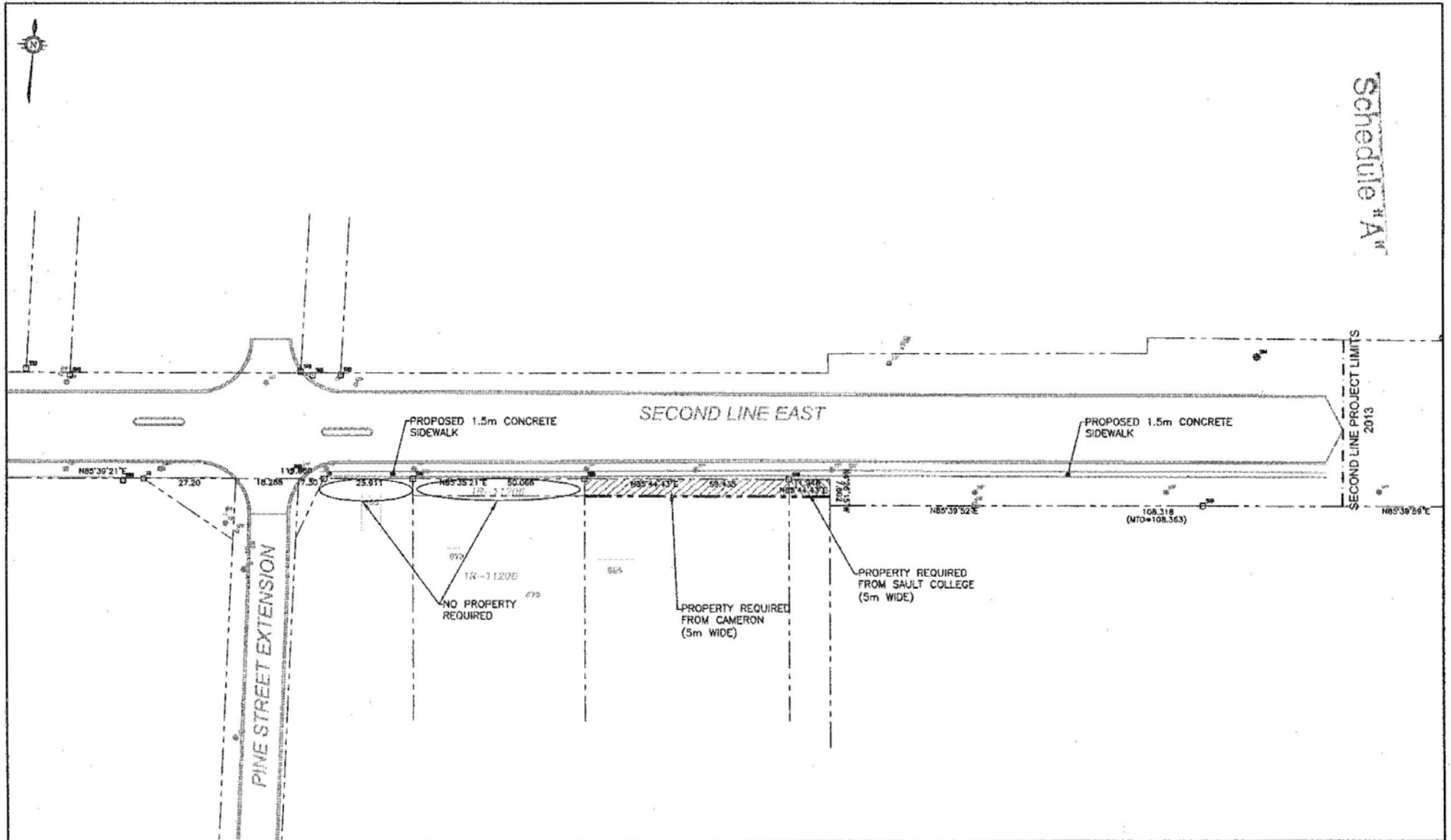
Nuala Kenny
City Solicitor

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

Schedule "A"



K KRESIN
Engineering Corporation

NOTES

DESIGN	A. KRESIN	11/20/2012
DRAWN	A. KRESIN	11/20/2012
CHECKED	J. KRESIN	11/20/2012
PROJECT	1181	
FILENAME	1181 PROPERTY ACQUISITION PLAN	
SCALE	1:500	

SECOND LINE WIDENING
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY ACQUISITION PLAN

D1
Rev 0

5(2)

5(aa)

Jerry D. Dolcetti, RPP
Commissioner

Donald B. McConnell, RPP
Planning Director



ENGINEERING & PLANNING
DEPARTMENT

Planning Division

2013 06 24

Mayor Debbie Amaroso
and Members of Council

Re: Cycling Master Plan – Consulting Services

PURPOSE

The purpose of this report is to recommend that City Council authorize an agreement with MMM Group, in association with Kresin Engineering for preliminary design services for three priority cycling routes and to authorize an agreement with STEM Engineering for engineering services for the construction of a Hub Trail spoke from the Finnish Rest Home.

BACKGROUND

At the June 10, 2013 meeting, staff presented a report outlining the design process required to begin implementation of three key priority cycling routes. This report stemmed from a request by Council to report on the process and feasibility of adding to the John Rowswell Hub Trail.

ANALYSIS

To initiate the construction of these three priority routes, preliminary design, property requirements and cost estimating are required. Once these elements are completed, staff can advise Council on additional funding requirements associated with establishing these three routes. As well, having preliminary design and cost estimates will allow staff to pursue potential funding opportunities, specifically through Trans Canada Trail.

IMPACT

As part of the 2013 Supplemental budget deliberations, Council awarded \$50,000 for the engineering and design work associated with these three routes.

Costs for the design of the Finnish Rest Home area trail is estimated at \$13,400. The cost to perform preliminary design, determine property requirements and cost estimation for the remainder of the west route, as well as the north and east route is estimated at \$35,000.

STRATEGIC PLAN

Addressing Hub Trail "gaps" and the implementation of the Cycling Master Plan are identified under Strategic Direction 3: Enhancing Quality of Life.

RECOMMENDATION

It is recommended that City Council retain MMM Group, in association with Kresin Engineering to perform preliminary design and cost estimation services, at an estimated cost of \$35,000, and that City Council retain STEM engineering to perform design and cost estimation services for the design of a connecting spoke from the Finnish Rest Home Property to the Fort Creek Hub Trail.

By-laws 2013-115 and 2013-116 authorizing the execution of these agreements can be found elsewhere on this evening's agenda.

Respectfully submitted,



Steve Turco, MCIP, RPP
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner Engineering & Planning

ST/ps

attachment(s)

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

5(bb)

Susan Hamilton Beach, P. Eng
Deputy Commissioner



**Public Works and
Transportation Department**

2013 06 24

Mayor Debbie Amaroso and
Members of City Council

**RE: Municipal Household Special Waste Facility and
Funding Agreement with Recycling Council of Ontario**

PURPOSE

The purpose of this report is to seek Council approval to enter into an agreement with Recycling Council of Ontario ('RCO') for funding for the Phase 2 materials received at the Municipal Household Special Waste Facility. The City is required to enter into this agreement by June 30, 2013 to be eligible for reimbursement from the Phase 2 program.

BACKGROUND

As of October 1, 2012 the Recycling Council of Ontario ('RCO') is responsible for administering the three-year provincially funded Phase 2 Program that reimburses municipalities for eligible costs for the proper management of Phase 2 materials. Schedule C of the agreement indicates the eligible materials for funding. The Agreement also outlines the funding terms, including the eligibility requirements that must be met, in order to receive reimbursements. It is our understanding that through provincial audits, Phase 2 materials represent about 2% of the total household special waste materials collected in Ontario. The Waste Diversion Supervisor for Public Works continues to administer this program on behalf of the City and works with the ever evolving provincial funding program.

ANALYSIS

Although, ever changing and onerous to meet the requirements of the HSW funding program, Staff recommend that the City seek any available funding from the province.

IMPACT

It is expected that the recommendation of this report has a positive budgetary impact. There are several cautions noted by the Legal Department upon their review of the agreement, in summary:

5(bb)

2013 06 24

Page 2

- The Agreement is based on the relationship between RCO and the Province which may change. If there are changes, this may impact our funding.
- The City is obligated to follow the framework laid out in the agreement or otherwise it will not receive reimbursement. Staff will work diligently to ensure all conditions are met although, as stated before this is an ever evolving process.
- RCO is only obligated to pay the City reimbursements pursuant to the Funding Agreement it has with the Province. Further, if the amount of the claims for reimbursement submitted by participating municipalities is greater than the amount of funding available, then, only those available funds – not the entire eligible amount – will be received.

STRATEGIC PLAN

The recommendations of this study are linked to the first objective of the Corporate Strategic Plan – Environmental Leadership.

RECOMMENDATION

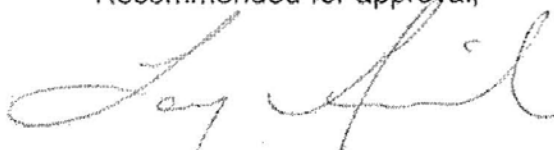
"That the report of the Deputy Commissioner concerning entering into an agreement with the Recycling Council of Ontario ('RCO') be approved and that furthermore Council approve the related By-law 2013-98 found elsewhere on tonight's agenda."

Respectfully submitted,

Recommended for approval,

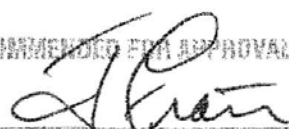


Susan Hamilton Beach, P. Eng.
Deputy Commissioner



Larry Girardi
Commissioner

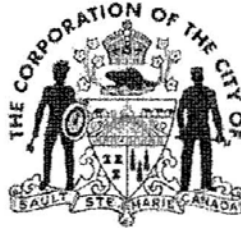
RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

5(cc)

Susan Hamilton Beach, P. Eng.
Deputy Commissioner



Public Works and
Transportation Department

2013 06 24

Mayor Debbie Amaroso and
Members of City Council

RE: PWT SIDEWALK AND CURB PROGRAM – 2013

PURPOSE

The purpose of this report is to inform Council of the proposed 2013 sidewalk and curb program.

BACKGROUND

Each year the program is reported to Council, for their information. This year it is proposed that the program include approximately 781 square metres of sidewalk, 730 linear meters of curb and 6 accessibility ramps to improve sidewalks and curbs. Attached is the listing of the 2013 locations. The program represents approximately .14 % of the curb inventory and .2 % of the sidewalks maintained by the City. The budget for this program is \$454,470.00.

ANALYSIS

Typically, each year the program has been compiled from requests from Councillors, residents and staff. Budgetary constraints allow for a limited amount of work to be undertaken each year. It is necessary to prioritize the requests and normally not all requests can be accommodated.

It is proposed that the sidewalk and curb program commence in July of this year, with a completion date in October 2013.

IMPACT

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

5(cc)

2013 06 24
Page 2

STRATEGIC PLAN

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

RECOMMENDATION

"That the report of the Deputy Commissioner concerning the proposed 2013 sidewalk and curb program be received as information."

Respectfully submitted,



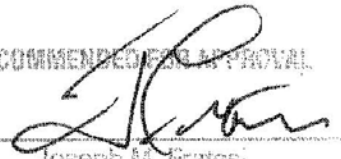
Susan Hamilton Beach, P. Eng.
Deputy Commissioner

Recommended for approval



Larry Girardi
Commissioner

RECOMMENDED FOR APPROVAL



Joseph M. Pratesi
Chief Administrative Officer

Sidewalk and Curb List for Council - 2013

291 Chambers Avenue
34 Pageant Drive
100 Estelle Street
1023 North Street
105 Chartwell Drive WCR
105 Laronde Avenue
105 Prince Charles Crescent
107 Stanley Street
109 Edmonds Avenue
109 Queen Street East WCR
11 Westridge Road
114 Marconi Street
118 Marconi Street
118 Pardee Avenue
122 Gladstone Avenue
124 Gladstone Avenue
124 Westridge Road
126 Gore Street
134 Pine Street
138 Brien Avenue
140 Upton Rd
152 Westridge Road
156 Meadow Park Crescent
1585 Wellington Street East
16 Illinois Avenue
1654 Wellington Street East
175 Pageant Drive
18 St. Michael's Square
187 Meadow Park Crescent
19 Arden Street
20 Orion Drive

5(cc)

20 St. Michael's Square
202 MacDonald Avenue
204 MacDonald Avenue
205 Wellington Street East
218 Lake Street
225 Hugill Street
23 Texas Avenue
23 Texas Avenue
24 Willow Avenue
25 Ferris Avenue
254 Dryden Avenue
264 Reid Street
266 Spruce Street
278 First Avenue
28 Wallace Terrace WCR
29 Kingsmount Blvd
293 Northern Avenue
3 Field Square
30 Curran Drive
306 St. Patrick Street
311 Chambers Avenue
315 Chambers Avenue
346 Rossmore Road
36 Amber Street
37 Summit Drive
370 First Avenue
375 Pine Street
383 Korah Road
40 Amber Street
42 The Drive
43 Weldon Avenue WCR
438 North Street
45 Hocking Avenue

5(cc)

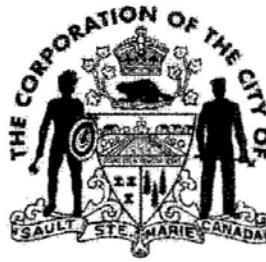
45 Peacock Crescent
45 Raymond Street
47 Wawanosh Avenue
47 Weldon Avenue WCR
472 Albert Street East
49 Nichol Avenue
494 North Street
5 The Crescent
50 Texas Avenue
525 North Street
55 Idaho Drive
56 Indiana Drive
6 Sutton Place WCR
640 Goulais Avenue
65 Poplar Avenue
662 Queen Street East
690 Queen Street East
690 Wellington Street West
7 Cambridge Place
7 Field Square
70 Bitonti Crescent
709 Douglas Street
75 Texas Avenue
773 Dymont Street
78 Chambers Avenue
802 Bonney Street
81 Oakland Avenue
81 Oakland Avenue
84 Grandmount Crescent
9 Texas Avenue
91 Westridge Road
910 North Street
911 North Street

5(cc)

917 Lake Street
95 Marconi Street
995 North Street
970 Wallace Terrace
92 Railroad Avenue
52 Angelina Avenue
WCR = Wheel Chair Ramp

5(dd)

Stephanie Pagnucco
Community Engagement
Assistant



Office of the Mayor

2013 06 24

Mayor Debbie Amaroso and
Members of City Council

RE: New Horizons for Seniors Program (NHSP) Grant Application Review

PURPOSE

The purpose of this report is to give background information on the current New Horizons for Seniors Program Grant Application to City Council and City Staff.

BACKGROUND

As a result of the Phase Three Assessment Report for Age-Friendly Sault Ste. Marie, the Age-Friendly Sault Ste. Marie committee is applying for the NHSP grant to address a gap in social participation and inclusion as identified by members of the community.

The Canadian Bushplane Heritage Centre (working on behalf of the Four Cultures) and the Seniors Drop-In Centres are partnering with Age-Friendly Sault Ste. Marie to apply for funding from the NHSP to create a series of events geared towards the social inclusion and participation of seniors over a year-long period.

These events will include promoting volunteerism among seniors and other generations; engaging seniors in the community through the mentoring of others; expanding awareness of elder abuse, including financial abuse; and supporting the social participation and inclusion of seniors.

IMPACT

There will be no impact to the Corporation's budget. The committee is looking for approximately \$15,000 in funding from the NHSP Grant to cover event costs, promotion and marketing material, transportation and staff wages. Any potential costs related to the Corporation's budget will be reimbursed via the grant funding.

This series of events will promote social wellness among seniors in Sault Ste. Marie. It is directly related to the core values and goals of the Age-Friendly Sault

—More—

5(dcd)

Report to Council – New Horizons for Seniors Program (NHSP) Grant Application
Review
2013 06 24
Page 2.

Ste. Marie initiative and it is a positive step to social inclusion and participation of seniors.

STRATEGIC PLAN

These activities do not relate to the Corporation's Strategic Plan.

RECOMMENDATION

That the report of the concerning New Horizons for Seniors Program (NHSP) Grant Application Review be received as information.

Respectfully submitted,



Stephanie Pagnucco
Community Engagement Assistant

Recommended for approval,



Mayor Debbie Amaroso



2013 06 24

Mayor Debbie Amaroso and
Members of City Council

WEST END COMMUNITY CENTRE - NAMING RIGHTS

PURPOSE

This report is in response to the Naming Rights initiative that was launched in October 2010 by the project Steering Committee. A copy of the media release is attached.

BACKGROUND

The Naming Rights project was coordinated by a staff team that consisted of Nicholas Apostle, Commissioner of Community Services, and the former Marketing and Events Manager.

A list of potential businesses and corporations was developed as well as a marketing package. The information was mailed out to the potential businesses/corporations and follow-up calls and meetings were undertaken.

Earlier this year two corporations became very interested in the opportunity. In order to be fair to both corporations a deadline of June 12, 2013 (4:30 p.m.) was established for the submission of unconditional offers.

ANALYSIS

Two submissions were received: Northern Credit Union and Flakeboard Arauco. Staff evaluated the submissions and recommend that the Northern Credit Union proposal be accepted. An analysis is attached.

The submission being recommended not only has a dollar value attached but provides for a branding of the facility. Highlights of the proposal are:

- Ten year agreement with an option to renew for a further ten years.
- In the first year, in lieu of a payment to the City, Northern Credit Union will pay for the design, manufacturing, and installation of all signage. They estimate this to be well in excess of \$25,000.
- In years two through ten, Northern Credit Union will pay the City \$20,000 per year - \$180,000.
- The head office for the Northern Credit Union is in Sault Ste. Marie.
- It is a locally grown business that has operations throughout Ontario.
- Northern Credit Union will increase their annual payment to \$35,000 per year once the new arena is built.
- Additional - Recognition of the Centre through links on their digital areas. Also public relations strategy through their P.R. firm.
- Northern Credit Union is requesting free use of the facility four times per year - once each quarter.

Upon approval, a letter of intent will be issued followed by an agreement.

Also, a thank you letter to Flakeboard Arauco for their submission and interest in this project and their continued community support will be issued.

IMPACT

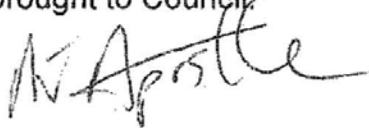
The City will realize revenue in the amount of \$20,000 annually.

STRATEGIC PLAN

This matter is not specifically addressed in the Corporate Strategic Plan

RECOMMENDATION

That the report of the Commissioner of Community Services concerning Naming Rights for the West End Community Centre be received; and further that Council accept the Northern Credit Union proposal for Naming Rights for the West End Community Centre; and approve staff entering into an agreement with Northern Credit Union, which will be brought to Council.



Nicholas J. Apostle
Commissioner Community Services

West End Community Centre Naming Rights
2013 06 24

Northern Credit Union	Flakeboard - Arauco
▪ The company is financially strong - 56 years in business. ▪ The head office for the Northern Credit Union is in Sault Ste. Marie. ▪ It is a locally grown business that has operations throughout Ontario. ▪ They are taking an approach to "brand" the building. This is a very attractive feature. ▪ Ten year agreement with an option to renew for a further ten years. ▪ In the first year, in lieu of a payment to the City, Northern Credit Union will pay for the design, manufacturing, and installation of all signage. They estimate this to be well in excess of \$25,000. ▪ In years two through ten Northern Credit Union will pay the City \$20,000 per year = \$180,000. ▪ Northern Credit Union will increase their annual payment to \$35,000 per year once the new arena is built. ▪ Northern Credit Union is requesting free use of the facility four times per year - once each quarter. ▪ Northern Credit Union proposes to undertake additional recognition of the Centre through links on their digital areas. ▪ Northern Credit Union will develop a Public Relations Strategy which will be launched through their P.R. firm.	▪ Ten year agreement ▪ \$20,000 per year ▪ Total value \$200,000 ▪ Advertising, signage and use of space would be in return for their sponsorship. ▪ Well established company with a local presence for many years.



**MEDIA RELEASE
FOR IMMEDIATE RELEASE – 2010-10-05**

The Sault Ste. Marie West End Community Centre (WECC) – has initiated the process, through the City of Sault Ste. Marie's Community Services Department, of finding a Naming Rights Sponsor for the WECC.

Says Commissioner of Community Services, Nick Apostle - *"the focus of this particular process is to look at strong partners who are community minded"*.

Ozzie Grandinetti, Chairman for the WECC Committee stated that *"the committee is prepared and excited about working with some strong candidates, and that our hope is that this candidate for Naming Rights will bring to our community the core strength and positive reputation that the venue is expecting"*.

If your business is interested in receiving information and/or documentation with regards to this process please contact:

Trevor Zachary
Marketing & Events Manager
City of Sault Ste. Marie - Community Centres Division
Essar Centre
269 Queen St. East
Sault Ste. Marie, ON P6A 1Y9
PH: 705-759-5488
FAX: 705-759-6990
EMAIL: t.zachary@cityssm.on.ca

The City of Sault Ste. Marie will need to receive all potential bids by November 1, 2010.

- 30 -



Telephone: 705.253.9868
Admin. Office Fax: 705.949.3036
Credit Services Fax: 705.949.9870
Commercial Services Fax: 705.949.3126

6(2)(a)
**TRUE
NORTH
STRONG**

June 12, 2013

Nick Apostle
Commissioner Community Services Department
The Corporation of the City of Sault Ste. Marie
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Dear Mr. Apostle,

After consultation and approval from our Board of Directors, we are enclosing herewith, a conceptual design and financial proposal, for the naming rights of Sault Ste. Marie's West End Community Centre.

Northern Credit Union was founded in Sault Ste. Marie, in 1957. In the past 56 years, Northern Credit Union has expanded and is proud to serve 23 communities and over 52,000 members including 3,000 businesses in Northern Ontario.

We believe that partnering with the Corporation of the City of Sault Ste. Marie through this exciting naming rights venture for the West End Community Centre (WECC); will ultimately solidify our commitment to Sault Ste. Marie as the one "TRUE NORTH" partner.

At Northern Credit Union, we're deeply invested in the North – investing in the lives of tens of thousands Northerners from Arnprior to Thunder Bay, who in turn have entrusted us with the responsibility to protect and grow their most important assets. Belonging to Northern Credit Union means we're part of something bigger than ourselves. Something truly Northern. It means our member's hard earned dollars are kept right here in the North, where we in turn can invest and support our neighbours, local businesses and our communities. *Why? Because there's nothing more Northern than taking care of our own.*

6(2)(a)



Telephone:	705.253.9868
Admin. Office Fax:	705.949.1056
Credit Services Fax:	705.949.9870
Commercial Services Fax:	705.949.3126

A logo with the words 'TRUE NORTH STRONG' in a bold, sans-serif font, set against a dark background with a wavy top edge.

Nick, Northern believes it is our business to help the city, build and support the dream of making this project a foundational element for community gathering and innovation in the north.

Thanking you in advance for your consideration,

Tony Dunham

Vice President, Sales and Service
Northern Credit Union
tony.dunham@northerncu.com
705.253.9868. ex. 4711

Richard Adam

Senior Vice President, Finance and Administration
Northern Credit Union
richard.adam@northerncu.com
705.253.9868. ex. 4708

cc: Al Suraci, President and Chief Executive Officer, Northern Credit Union Ltd.

**TRUE
NORTH
STRONG**

**WEST END
COMMUNITY CENTRE
NAMING RIGHTS PROPOSAL**

Submitted by Northern Credit Union - June 12, 2013

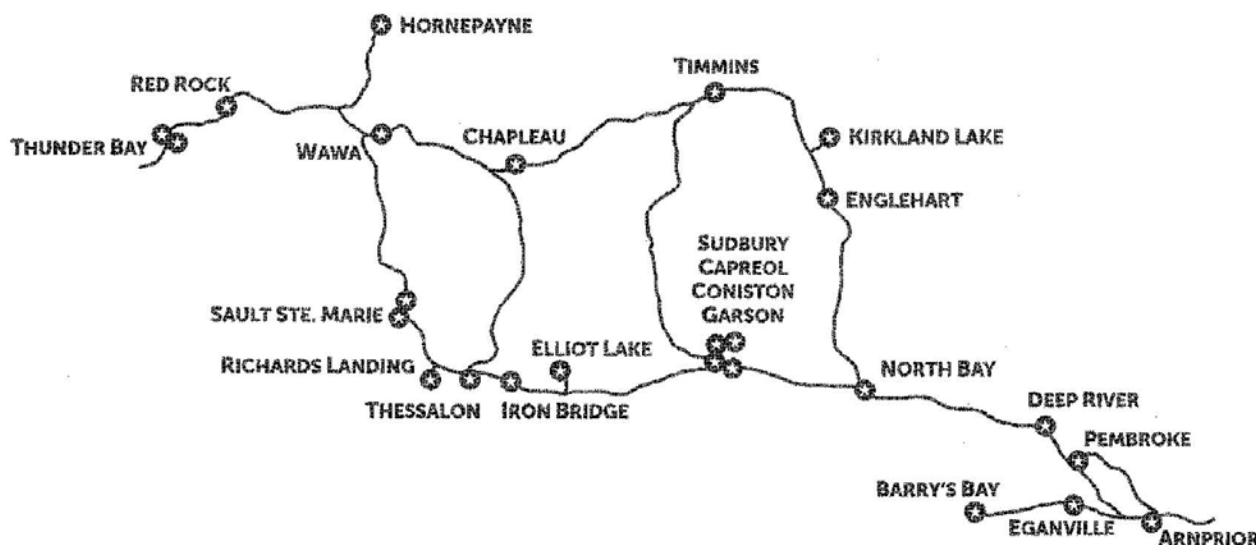
**TRUE
NORTH
STRONG**

**TRUE
NORTH
STRONG****OUR COMMITMENT
TO OUR COMMUNITIES**

Northern Credit Union is a leader when it comes to taking pride in our communities. With the widest footprint and largest number of branches in Northern Ontario, we keep our members' hard-earned dollars right here in the North – investing in our communities and the over 3,000 (and counting) local businesses we support. Bottom line, no other financial institution can claim to be anywhere near as committed to the North as we are.

**OUR NORTHERN
FOOTPRINT****TRUE
NORTH
STRONG**

Northern Credit Union has always been one of the good guys. We volunteer. We raise funds. We pitch in to help our communities whenever we can. But there's always an opportunity to do more. Something bigger. If True North Strong is our cry to get all of Northern Ontario behind us, "do something amazing" is our challenge to get behind all of Northern Ontario. And there will always be room to do more.





**TRUE
NORTH
STRONG**

FROM HUMBLE BEGINNINGS

Northern Credit Union was founded November 19, 1957, when the Province issued a Charter (or license to operate) to what was then known as Sault Civic Employees Credit Union. Membership was limited by the Charter to civic employees.

Twenty-eight people formed the initial membership, each depositing two dollars (\$2.00), and the Credit Union was born with \$56 in total deposits. As the years passed, the Credit Union expanded its membership base to more than 52,000 members, assets of \$712 million.

Our vision is to be the leader of building financial futures, together through integrity, respect, knowledge, teamwork and social responsibility. Our goal is to be a leader in every sense of the word, not just in market share, or bottom line measures – but in the way we choose to do business, and support the communities that we serve.

**IF IT'S NOT NORTHERN,
IT'S *not* FOR YOU.**

True North Strong says that belonging to Northern is something to be proud of, because it keeps our dollars in the North, supports local businesses and benefits the many communities we call home. Tying banking here to living here, it evokes a sense of patriotism; the feeling that you're part of something important and meaningful to the North.

It's an act of patriotism, the right kind of patriotism, because it's the kind worth moving your business to. Because when you think about it, we really are the most committed, relevant, status quo-defying, community-focused, member-centric, 100% Northern banking partner out there. And when it comes to our competitors, we're Northern and they're not. Anything less is just not for you.

6(2)(a)

**TRUE
NORTH
STRONG**

NAMING RIGHTS PROPOSAL

Last year, Northern Credit Union contributed over \$225,000 and hundreds of volunteer hours to several worthwhile causes in communities across Northern Ontario. Executed at the branch level, our Northern Delegates, Branch Managers and employees were the true heroes behind our community support – doing everything they can to help make our Northern communities a better place to live.

Moving forward through the remainder of 2013 and beyond, Northern Credit Union wants to align ourselves with like minded parties, to build community awareness and promote a prominent community gathering center for families and out of town guests to enjoy for years to come. This foundational strategy is an important step towards brand stabilization and our Corporate Social Responsibility (CSR) platform. Thus, Northern is bringing forward to the Corporation of the City of Sault Ste. Marie the following Naming Rights proposal:

Sponsorship:

- It was indicated that naming rights could cost upwards of \$50,000 per year for a similar facility, which would include a twin pad arena, restaurant, and community rooms.
- Recognizing that the facility is approximately 50% complete, Northern Credit Union is prepared to offer \$20,000/ per year which is to be used solely for the maintenance and improvement of the centre.
- In lieu of the first year and a half sponsorship, Northern will provide the costs associated with signage infrastructure.
- Once the Essar contract period is over (approx 2017), we would add \$5,000/year for the rights to the community room.
- Upon operation of the twin pad, Northern would add an additional \$15,000/year. Northern will once again provide the cost associated with signage infrastructure in lieu of the required sponsorship.
- Northern is looking for a long term commitment - 10 years with renewal option of an additional 10 years.

Branding / Signage:

For the remainder of 2013 and 2014, Northern would absorb all costs (Design, Build and Installation) related to signage infrastructure both inside and outside the (WECC) facility. Northern has put together some **concepts** that could be discussed and mutually agreed upon (see attached appendix). Once approved Northern would finalize design specification and expenses. Preliminary costing is estimated at well over \$25,000 and may include:

- Backlit signage
- Interior signage
- Door lettering
- Financial literacy signage in library
- Branding flags

**TRUE
NORTH
STRONG****NAMING RIGHTS
PROPOSAL***Value Adds:**ATM:*

Northern Credit Union would install and maintain an ATM, onsite and absorb all costs for the duration of naming rights. Northern would agree to have the ATM remain if we no longer have naming rights, however it would be at our sole discretion.

Northern Credit Union is willing to share in the net revenue generated on transactions fees on a 50/50 basis and will provide this towards additional infrastructure costs. Non-member transaction fees are \$1.50 per transaction and with the anticipated traffic that the fully completed West End Community Centre may bring, there is a potential for an added revenue stream. The Centre's share of this revenue would be paid out quarterly. This additional revenue is to be used solely for the maintenance or improvement of the centre.

Financial Literacy:

Northern would provide a branded financial literacy centre in the library and provide the necessary links / materials for the centre.

Exposure:

Added value to the Centre and the City would be immediate recognition of the WECC throughout the following channels:

- Website "TrueNorthStrong.ca" and "NorthernCU.com"
- Online Banking Site
- Small Business Banking Site
- New Mobile Banking Site
- Social Media Strategy
- Full Public Relation Strategy to be launch through our PR Firm
- Communication Strategy to be developed and launched in a campaign fashion building awareness in all 23 communities, Credit Union System (Central 1)
- Spring 2014, Launch TV, Radio and Outdoor media channels

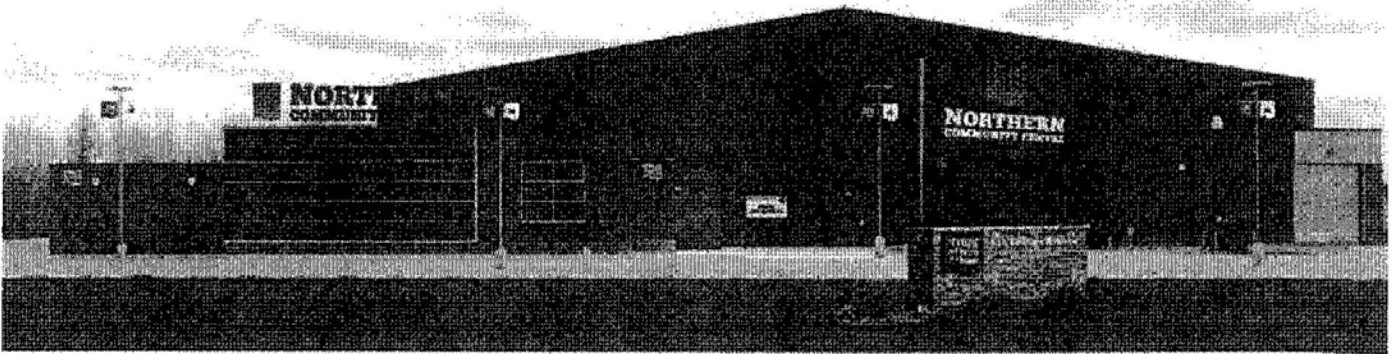
Facility Use:

As part of the proposal from the City of Sault Ste. Marie, Northern Credit Union would receive free use of the facility 2 times per year during the period of sponsorship. Northern requests free use of the facility once every quarter during the period of sponsorship.

6(2)(a)

TRUE
NORTH
STRONG

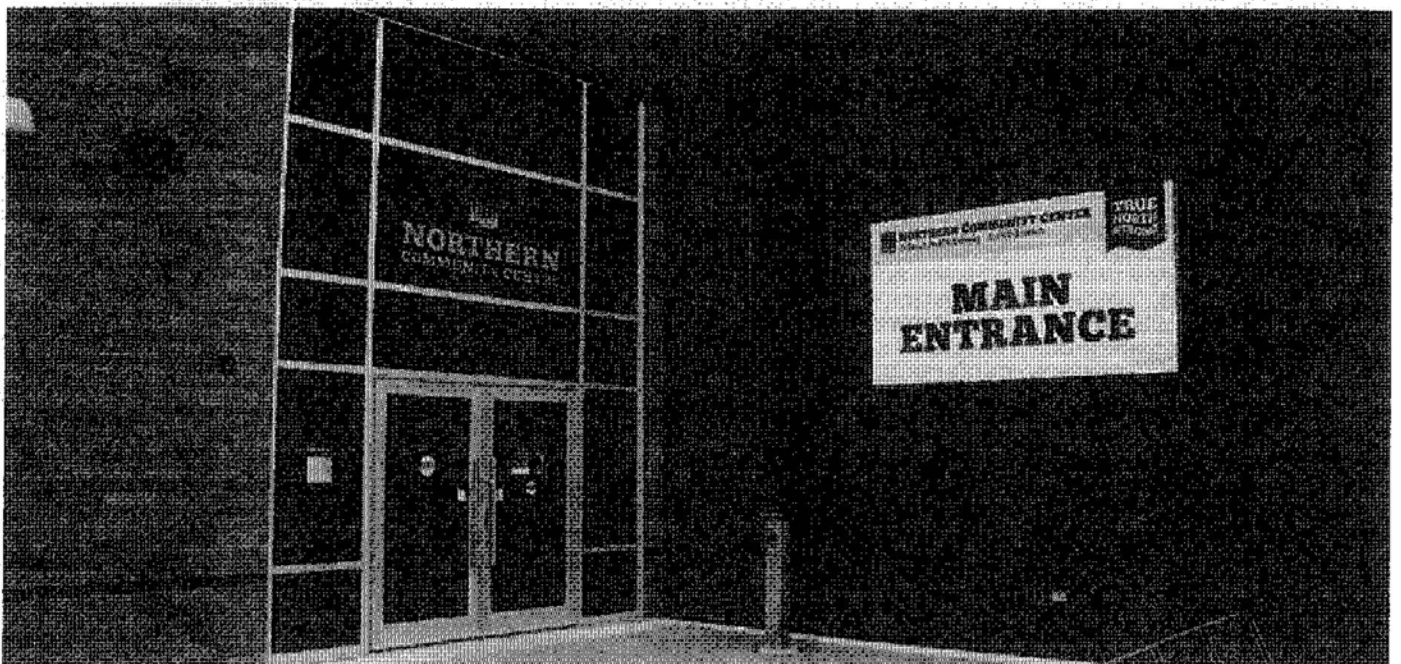
NAMING RIGHTS PROPOSAL - VISUAL CONCEPTS



Site Signage Concept



Main Building Signage Concept



Main Entrance Signage Concept

Fire Chief - Marcel Provenzano

Division Heads:
Suppression – Frank Brescacin
EMS – Robert Rushworth
Fire Prevention – Paul Milosevich
Support Services – Jim St. Jules



FIRE SERVICES
72 Tancred Street
Sault Ste. Marie, Ontario
P6A 2W1

6(4)(a)
Emergency Direct "911"
Emergency Phone (705) 949-3333
Business Phone (705) 949-3335
Fire Prevention Phone (705) 949-3377
Emergency Medical Services (705) 949-3387
Fax Phone (705) 949-2341

MEMORANDUM

June 14, 2013

To: City Clerk, Malcolm White

Re: Budget Update for June 24th Council Meeting

Please find attached Fire Services' budgetary data for the June 24th, 2013 Council agenda.

Thank you,

Marcel Provenzano
Fire Chief

City of Sault Ste Marie
FIRE SERVICES
For the Five Months Ending May 31, 2013

Department	May	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual
REVENUE						
Fees and user charges	(\$424,891.49)	(\$2,174,778.58)	(\$4,951,552.00)	(\$2,776,773.42)	56.08%	(\$4,546,482.93)
Other income			\$0.00	\$0.00	0.00%	(\$3,877.65)
	<u>(424,891.49)</u>	<u>(2,174,778.58)</u>	<u>(\$4,951,552.00)</u>	<u>(\$2,776,773.42)</u>	<u>56.08%</u>	<u>(\$4,550,360.58)</u>
EXPENDITURES						
Salaries	978,138.88	5,056,848.49	\$13,124,025.00	\$8,067,176.51	61.47%	\$12,542,955.84
Benefits	261,372.66	1,308,888.07	\$3,368,489.00	\$2,059,600.93	61.14%	\$3,068,706.27
Travel and training	2,551.49	23,424.08	\$39,150.00	\$15,725.92	40.17%	\$22,875.69
Vehicle allowance, maintenance and repairs	12,173.97	55,143.97	\$175,715.00	\$120,571.03	68.62%	\$153,416.15
Utilities and Fuel	24,705.67	128,112.65	\$292,035.00	\$163,922.35	56.13%	\$286,459.58
Materials and supplies	11,182.20	106,966.25	\$411,600.00	\$304,633.75	74.01%	\$288,526.11
Maintenance and repairs	8,552.37	62,716.15	\$137,600.00	\$74,883.85	54.42%	\$127,596.77
Rents and leases			\$2,500.00	\$2,500.00	100.00%	\$2,429.04
Taxes and licenses		1,662.30	\$64,600.00	\$62,937.70	97.43%	\$55,819.64
Financial expenses	(5.00)	591.07	\$1,800.00	\$1,208.93	67.16%	\$1,711.59
Purchased and contracted services	4,874.17	28,573.61	\$129,900.00	\$101,326.39	78.00%	\$95,589.69
Transfer to own funds	252,500.00	252,500.00	\$252,500.00	\$0.00	0.00%	\$315,719.52
Capital expense			\$33,780.00	\$33,780.00	100.00%	\$28,257.55
Depreciation			\$0.00	\$0.00	0.00%	\$384,878.98
	<u>1,556,046.41</u>	<u>7,025,426.64</u>	<u>\$18,033,694.00</u>	<u>\$11,008,267.36</u>	<u>61.04%</u>	<u>\$17,374,944.42</u>
NET (REVENUE)/EXPENDITURE	1,131,154.92	4,850,648.06	\$13,082,142.00	\$8,231,493.94	62.92%	\$12,824,583.84

(64) (a)

City of Sault Ste Marie
FIRE DEPARTMENTAL
For the Five Months Ending May 31, 2013

Department	May	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual
REVENUE						
Fees and user charges	(\$23,854.37)	(\$169,592.98)	(\$208,250.00)	(\$38,657.02)	18.56%	(\$215,587.85)
Other income			\$0.00	\$0.00	0.00%	(\$3,877.65)
	<u>(23,854.37)</u>	<u>(169,592.98)</u>	<u>(\$208,250.00)</u>	<u>(\$38,657.02)</u>	<u>18.56%</u>	<u>(\$219,465.50)</u>
EXPENDITURES						
Salaries	740,728.23	3,818,902.84	\$9,833,763.00	\$6,014,860.16	61.17%	\$9,419,847.31
Benefits	205,183.15	1,037,845.59	\$2,505,789.00	\$1,467,943.41	58.58%	\$2,321,079.25
Travel and training	2,308.55	22,051.56	\$32,095.00	\$10,043.44	31.29%	\$19,827.06
Vehicle allowance, maintenance and repairs	10,641.04	38,550.32	\$78,875.00	\$40,324.68	51.12%	\$91,679.79
Utilities and Fuel	19,420.46	98,244.29	\$223,115.00	\$124,870.71	55.97%	\$217,597.99
Materials and supplies	1,461.91	55,712.49	\$215,350.00	\$159,637.51	74.13%	\$129,241.67
Maintenance and repairs	5,719.23	40,844.99	\$77,210.00	\$36,365.01	47.10%	\$85,297.50
Financial expenses	(5.00)	591.07	\$1,800.00	\$1,208.93	67.16%	\$1,711.59
Purchased and contracted services	1,199.47	7,064.09	\$37,300.00	\$30,235.01	81.06%	\$28,911.13
Transfer to own funds	252,500.00	252,500.00	\$252,500.00	\$0.00	0.00%	\$315,719.52
Capital expense			\$32,580.00	\$32,580.00	100.00%	\$28,257.55
	<u>1,239,157.04</u>	<u>5,372,308.14</u>	<u>\$13,290,377.00</u>	<u>\$7,918,068.86</u>	<u>59.58%</u>	<u>\$12,659,170.36</u>
NET (REVENUE)/EXPENDITURE	1,215,302.67	5,202,715.16	\$13,082,127.00	\$7,879,411.84	60.23%	\$12,439,704.86

6(4)(a)

City of Sault Ste Marie
FIRE SERVICES - EMS
For the Five Months Ending May 31, 2013

Department	May	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual
REVENUE						
Fees and user charges	(\$341,124.26)	(\$1,705,621.30)	(\$3,985,416.00)	(\$2,279,794.70)	57.20%	(\$3,755,175.21)
	<u>(341,124.26)</u>	<u>(1,705,621.30)</u>	<u>(\$3,985,416.00)</u>	<u>(\$2,279,794.70)</u>	<u>57.20%</u>	<u>(\$3,755,175.21)</u>
EXPENDITURES						
Salaries	208,805.54	1,080,564.21	\$2,781,179.00	\$1,700,614.79	61.15%	\$2,720,929.19
Benefits	50,167.36	239,698.18	\$769,027.00	\$529,328.82	68.83%	\$658,654.36
Travel and training	109.36	109.36	\$3,455.00	\$3,345.64	96.83%	\$1,589.05
Vehicle allowance, maintenance and repairs	1,133.80	14,249.10	\$68,405.00	\$54,155.90	79.17%	\$55,124.39
Utilities and Fuel	4,513.20	23,960.61	\$49,620.00	\$25,659.39	51.71%	\$54,531.69
Materials and supplies	8,338.83	44,710.05	\$169,440.00	\$124,729.95	73.61%	\$138,144.85
Maintenance and repairs	2,833.14	14,212.77	\$41,500.00	\$27,287.23	65.75%	\$35,620.98
Rents and leases			\$2,500.00	\$2,500.00	100.00%	\$2,429.04
Taxes and licenses			\$54,000.00	\$54,000.00	100.00%	\$50,000.00
Purchased and contracted services	3,059.20	12,060.69	\$46,300.00	\$34,239.31	73.95%	\$38,151.66
	<u>278,960.43</u>	<u>1,429,564.97</u>	<u>\$3,985,426.00</u>	<u>\$2,555,861.03</u>	<u>64.13%</u>	<u>\$3,755,175.21</u>
NET (REVENUE)/EXPENDITURE	(62,163.83)	(276,056.33)	\$10.00	\$276,066.33	2,760,663.30%	\$0.00

(64)(a)

City of Sault Ste Marie
EMS-GARDEN RIVER
For the Five Months Ending May 31, 2013

Department	May	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual
REVENUE						
Fees and user charges	(\$59,912.86)	(\$299,564.30)	(\$757,886.00)	(\$458,321.70)	60.47%	(\$575,719.87)
	<u>(59,912.86)</u>	<u>(299,564.30)</u>	<u>(\$757,886.00)</u>	<u>(\$458,321.70)</u>	<u>60.47%</u>	<u>(\$575,719.87)</u>
EXPENDITURES						
Salaries	28,605.11	157,381.44	\$509,083.00	\$351,701.56	69.09%	\$402,179.34
Benefits	6,022.15	31,344.30	\$93,673.00	\$62,328.70	66.54%	\$88,972.66
Travel and training	133.58	1,263.16	\$3,600.00	\$2,336.84	64.91%	\$1,459.58
Vehicle allowance, maintenance and repairs	399.13	2,344.55	\$28,435.00	\$26,090.45	91.75%	\$6,611.97
Utilities and Fuel	772.01	5,907.75	\$19,300.00	\$13,392.25	69.39%	\$14,329.90
Materials and supplies	1,381.46	6,543.71	\$26,810.00	\$20,266.29	75.59%	\$21,139.59
Maintenance and repairs		7,658.39	\$18,890.00	\$11,231.61	59.46%	\$6,680.29
Taxes and licenses		1,662.30	\$10,600.00	\$8,937.70	84.32%	\$5,819.64
Purchased and contracted services	615.50	9,447.93	\$46,300.00	\$36,852.07	79.59%	\$28,526.90
Capital expense			\$1,200.00	\$1,200.00	100.00%	\$0.00
	<u>37,928.94</u>	<u>223,553.53</u>	<u>\$757,891.00</u>	<u>\$534,337.47</u>	<u>70.50%</u>	<u>\$575,719.87</u>
NET (REVENUE)/EXPENDITURE	(21,983.92)	(76,010.77)	\$5.00	\$76,015.77	1,520,315.40%	\$0.00

6(4)(a)

City of Sault Ste Marie
CAO-MUNICIPAL EMERGENCY PLANNING
For the Five Months Ending May 31, 2013

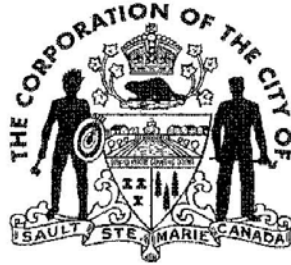
Department	May	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual
REVENUE						
EXPENDITURES						
Salaries	\$4,641.14	\$23,899.24	\$69,650.00	\$45,750.76	65.69%	\$61,958.63
Benefits	1,248.74	6,244.02	\$18,725.00	\$12,480.98	66.65%	\$14,393.18
Travel and training		854.48	\$1,500.00	\$645.52	43.03%	\$86.00
Vehicle allowance, maintenance and repairs	35.50	114.63	\$700.00	\$585.37	83.62%	\$507.01
Materials and supplies	299.11	1,504.55	\$8,035.00	\$6,530.45	81.28%	\$11,711.06
Purchased and contracted services			\$5,100.00	\$5,100.00	100.00%	\$1,500.00
	6,224.49	32,616.92	\$103,710.00	\$71,093.08	68.55%	\$90,155.88
NET (REVENUE)/EXPENDITURE	6,224.49	32,616.92	\$103,710.00	\$71,093.08	68.55%	\$90,155.88

6(4)(a)

6(6)(a)

Jerry Dolcetti, RPP
Commissioner

Donald B. McConnell, RPP
Planning Director



ENGINEERING & PLANNING
DEPARTMENT

Planning Division

2013 06 24

Mayor Debbie Amaroso and
Members of City Council

RE: Application No. A-8-13-Z – filed by Jake Desrosiers – 11 White Oak Drive East

PURPOSE

The applicant is requesting City Council's approval to locate a 16' x 8' food trailer on 11 White Oak Drive.

PROPOSED CHANGE

The applicant is requesting a rezoning from "M1.S245" (Light Industrial) zone with a Special Exception 245, to "M1.S245" (Light Industrial) zone with an amended Special Exception 245, to add a 'food trailer' as an additional permitted use on the subject property.

BACKGROUND

At its meeting on May 13, 2013, City Council approved a temporary zoning to allow a 'food trailer' on the subject property for a period not to exceed three (3) years. Prior to passing the by-law, it was determined that the notice contained an error. The zoning on the subject property was incorrectly referenced as "M2.S245" (Medium Industrial) with Special Exception 245, when in fact the zoning is "M1.S245" (Light Industrial) with Special Exception 245. For this reason, new notice has been provided and the matter is being reheard by City Council.

The original report package from May 13, 2013 is attached for City Council's information. Furthermore, a by-law is also located elsewhere on City Council's agenda.

Consultation

Up until the drafting of this report, no new comments have arisen as a result of the re-circulation of this application. Departmental and neighbourhood comments resulting from the first circulation are attached for City Council's information.

2013 06 24

Page 2

IMPACT

Approval of this application will not directly impact the Municipalities finances.

STRATEGIC PLAN

Approval of this application is not directly linked to any items in the Corporate Strategic Plan.

RECOMMENDATION

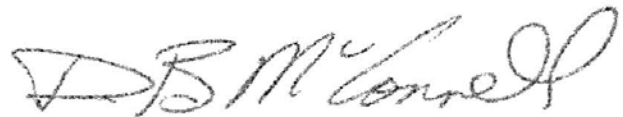
That City Council approves this application on a temporary basis and rezones the subject property from M1.S245 (Light Industrial) zone with Special Exception 245, to M1.S245 (Light Industrial) zone with an amended Special Exception 245, to add a 'food trailer' as an additional permitted use on the subject property. The 'food trailer' use shall be permitted for a period not to exceed three (3) years.

Respectfully submitted,



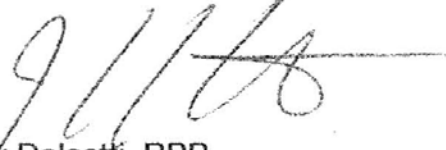
Peter Tonazzo, MCIP, RPP
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,



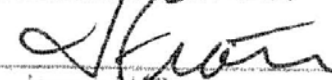
Jerry Dolcetti, RPP
Commissioner Engineering & Planning

PT/ps

attachment(s)

Data\APPL\REPORTA-13-Z(2).docx

RECOMMENDED FOR APPROVAL



Joseph M. Frates
Chief Administrative Officer

6(6)(a)

Jerry Dolcetti, RPP
Commissioner

Donald B. McConnell, RPP
Planning Director



ENGINEERING & PLANNING
DEPARTMENT

Planning Division

2013 05 13

Mayor Debbie Amaroso and
Members of City Council

RE: Application No. A-8-13-Z – filed by Jake Desrosiers - 11 White Oak Drive East

PURPOSE

The applicant wishes to locate a 'food trailer' on the subject property, from which food and beverages will be prepared and sold on a made to order basis.

PROPOSED CHANGE

The applicant is requesting a rezoning from "M2.S245" (Medium Industrial) zone with a Special Exception 245, to "M2.S245" (Medium Industrial) zone with an amended Special Exception 245, to add a 'food trailer' as an additional permitted use on the subject property.

Subject Property:

- Location – The southeast corner of North Street and White Oak Drive East.
- Size – 76m (250') frontage by 122.4m (401') of depth totalling 0.93ha (2.3a).
- Present Use – Brick Furniture Store
- Owner – McRain Developments Inc.

BACKGROUND

In 2001 Council approved an application to permit a warehouse and recycling depot for cardboard and paper products. The resulting by-law was appealed to the OMB and a settlement was reached, permitting the recycling centre with a number of restrictions aimed at reducing off-site impacts to nearby residents.

In 2007 Council approved a rezoning to permit the 'sales and service of furniture and appliances', in addition to the uses permitted in the Light Industrial Zone.

ANALYSIS

Conformity with the Official Plan

The subject property is designated Industrial on Land Use Schedule 'C' of the Official Plan. Industrial Policy 10 notes that 'Although designated 'Industrial', properties with frontage on

White Oak Drive East between North Street and Sackville Road' may be zoned to permit a combination of select commercial and industrial uses. Permitted commercial uses include restaurants and similar uses.

The subject property has frontage on White Oak Drive East and the proposed use of a food trailer is similar to a restaurant.

In addition, the proposed food trailer use is small scale, and clearly secondary to the main furniture sales use of the property.

Consequently, this application conforms to Industrial Policies of the Official Plan.

Comments

The applicant, Jake Desrosiers is requesting City Council's approval to locate a 16'x8' 'food trailer' on the subject property. The applicant has secured an agreement with the manager of the Brick, as well as the owner of the property. The proposed use is similar to a number of local 'food trailers' situated in conjunction with other commercial uses, including a food trailer permanently parked outside Canadian Tire, the 'Pino's' trailer in front of the grocery store, and a 'Country Style Donuts' trailer which received City Councils approval in 2007 to locate on Industrial Court 'A'.

Referring to the site plan attached, the trailer is proposed to be parked on the east side of the building, slightly behind the front wall. The applicant is also proposing to locate a picnic table to support the proposed use.

The food trailer will be hooked up to water and electrical services from the Brick building. The applicant is currently working with Algoma Public Health to determine the best solution for dealing with grey water. The applicant is proposing to prepare meals on a made to order basis focussing on a lunch and supper menu. Although zoning by-laws cannot regulate hours of operation, the applicant has indicated that he will likely operate from mid-morning until approximately 9pm.

The applicant chose this location due to its proximity to nearby Superior Heights high school, hoping to attract students for lunch. The use will also attract employees of nearby businesses along White Oak Drive and Sackville Road. Pedestrians accessing the subject property from the high school will likely utilize the pedestrian signals at Second Line and cross to the east side of North Street. Although there is no sidewalk along this side of North Street there is a well-worn path indicating that pedestrians are traveling along this side of North Street.

Food trucks and food trailers are common fixtures in many cities, and as previously noted, there are a number currently operating locally. In recent years there has been an increasing trend of food trucks and food trailers. Some Municipalities regulate food trucks and trailers, and in some cases specific areas have been set aside to accommodate such uses. In other cases, food trucks and trailers remain 'underground', and 'on the move', with up to the minute locations and hours of operation posted on social media. Locally, food trucks and trailers are required to hold a 'food vending license', which must be applied for annually.

With regards to this specific proposal, from a land use perspective, off-site impacts, especially to the nearby residences located on the west side of North Street, will be minimal.

North Street is classified as a 'Collector Street', accommodating fairly high traffic volumes. Therefore, from a traffic perspective, the impacts will be negligible. Pedestrian traffic from the school may increase at lunch, but the impact is minimal, especially considering the number of students which currently walk along North Street to and from the high school. The proposed location of the trailer is such that the building will also act as a buffer, mitigating impacts to the west.

The subject property is large enough to support the intended use, including any additional parking requirements that may arise. Given the small-scale nature of the proposed use, the general character of the industrial-commercial area to the east, and the proposed location of the food trailer, off-site impacts to nearby residential uses will be minimal.

Consultation

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

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

Building Division wishes to note to the applicant that a building permit will be required, including the submission of plans of the trailer, to ensure Building Code compliance.

Algoma Public Health notes that the proposed food trailer will require a 'pre-opening' inspection by Algoma Public Health. The applicant has been in touch with APH and is aware of these requirements.

Up until the drafting of this report, Planning staff has not received any formal comments, however a nearby resident has voiced concerns with garbage and 'loitering teenagers' from the nearby high school. In terms of garbage, the applicant will provide and maintain at least one garbage bin. The applicant has also indicated his intention to keep the premises clean. Managing refuse will be the responsibility of the applicant, the Brick, and the property owner.

In terms of 'loitering teenagers', from a planning perspective, one needs to be careful not to discriminate based on age or other characteristics. Having said this, and as previously mentioned, the overall impact from the proposed use will be minimal to nearby residents on the west side of North Street. The food trailer will be located approximately 60m (197') from the nearest residence to the west, and separated by North Street and the Brick building.

IMPACT

Approval of this application will not directly impact the Municipalities finances.

6(6)(a)

STRATEGIC PLAN

Approval of this application is not directly linked to any items in the Corporate Strategic Plan.

SUMMARY

The proposed 'food trailer' is an appropriate use for this area. It will offer nearby students and workers with an additional choice within close walking distance. The use is very small-scale in nature, and similar to a number of other food trailers operated locally as a secondary use to an existing business.

From a land use perspective, the size and scope of the proposed use, coupled with its location east of the Brick, will result in negligible off-site impacts. For this reason, it is recommended that City Council approves this application.

RECOMMENDATION

That City Council approves this application and rezones the subject property from "M2.S245" (Medium Industrial) zone with a Special Exception 245, to "M2.S245" (Medium Industrial) zone with an amended Special Exception 245, to add a 'food trailer' as an additional permitted use on the subject property.

Respectfully submitted,



Peter Tonazzo, MCIP, RPP
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,

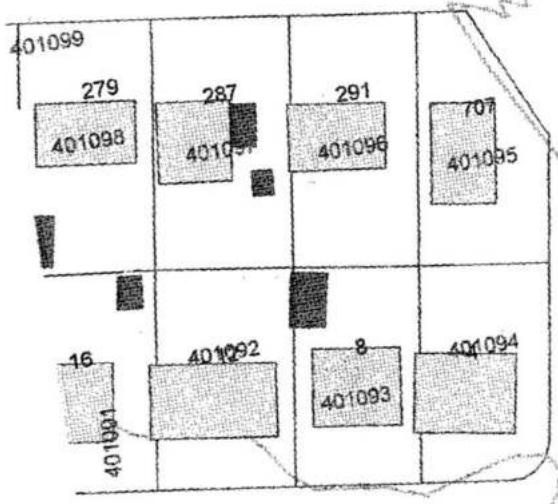


Jerry Dolcetti, RPP
Commissioner Engineering & Planning

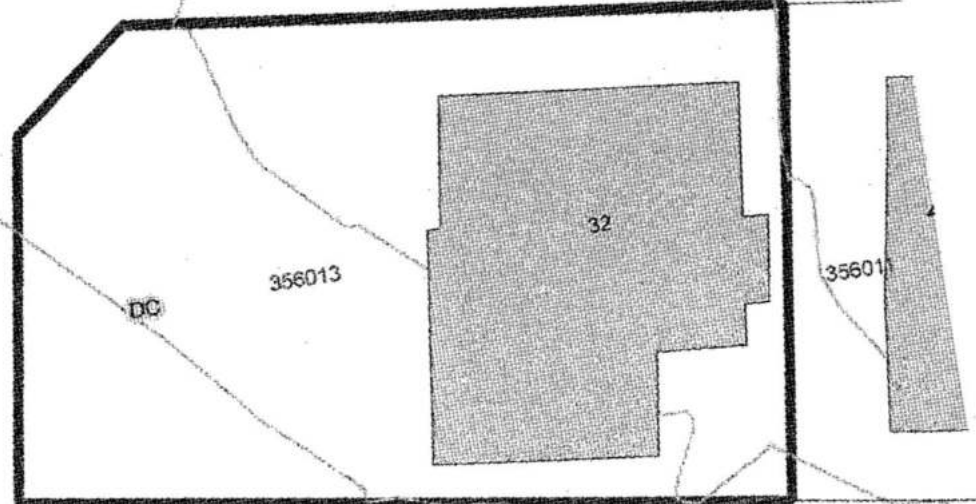
PT/ps

attachment(s)

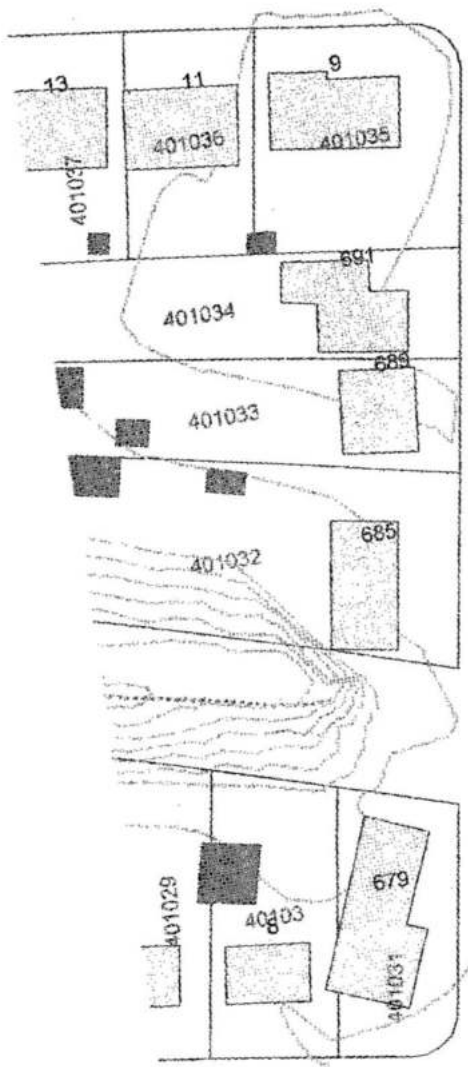
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White Oak



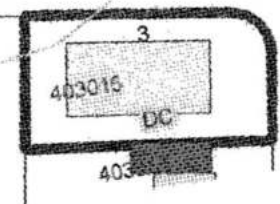
Second



Bainbridge



North



DC

Pat Schinners

From: Don Maki
Sent: April 15, 2013 11:41 AM
To: Don McConnell; Pat Schinners
Subject: Rezoning Application A-8-13-Z 11 White Oak Drive East

Hi Don

The proposal is to locate a mobile trailer on the property. My understanding is that the trailer will be over 10 square meters in area. If this is the case a building permit would be required. Plans of the trailer would be required to ensure compliance to the Ontario Building Code. I have no other comments.

Don

Don Maki CBCO
Chief Building Official
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6
Phone (705) 759-5399
d.maki@cityssm.on.ca

www.cityssm.on.ca

6(6)(a)



Algoma
PUBLIC HEALTH
Santé publique Algoma

AA Northan MD MHSc FRCPC(C)
Medical Officer of Health
www.algomapublichealth.com



April 22, 2013

Donald B. McConnell
c/o Planning Division
Engineering & Planning Department
99 Foster Drive
Sault Ste. Marie ON P6A 5X6

RE: Rezoning Application A-8-13-Z for Mr. Jake Desrosiers on the Brick Furniture Store parking lot located at 11 White Oak Drive East, Sault Ste. Marie.

Dear Donald B. McConnell;

Algoma Public Health has no objections to the proposed amendment to zoning.

Due to the municipal service connections the facility is a fixed *food premise* under the *Health Protection and Promotion Act* and *Ontario Regulation 562*. The owner/operator must notify APH of intent to operate a food premise and the facility will require a pre-opening inspection by Algoma Public Health.

For healthier communities,

Phil Wong CPHI(C) BASc. COHS
Public Health Inspector

/ts

Blind River P.O. Box 194 9B Lawton Street Blind River, ON P0R 1B0 Tel: 705-356-2551 TF: 1 (888) 356-2551 Fax: 705-356-2494	Elliot Lake Algo Centre 151 Ontario Avenue Elliot Lake, ON P5A 2T2 Tel: 705-848-2314 TF: 1 (877) 748-2314 Fax: 705-848-1911	Sault Ste. Marie 294 Willow Avenue Sault Ste. Marie, ON P6B 0A9 Tel: 705-942-4646 TF: 1 (866) 892-0172 Fax: 705-759-1534	Wawa 18 Ganley Street Wawa, ON P0S 1K0 Tel: 705-856-7208 TF: 1 (888) 211-8074 Fax: 705-856-1752
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(b)(6)(a)
(b)(6)(b)

Peter Tonazzo

From: [REDACTED]
Sent: May 12, 2013 6:36 PM
To: Peter Tonazzo
Subject: Application No.: A-8-13-Z

Dear Mr. Tonazzo,

My name is Wendy Bingham and I am the owner of 708 North Street which is the property directly south of The Brick.

Last week I came to your office to speak with you and get information on Application No.: A-8-13-Z in which Jake Desrosiers is requesting a rezoning in order to set up a "food trailer" on the Brick property. After meeting with you and reading the information package you gave me, I have a couple of concerns regarding Mr. Desrosiers proposal.

Although the trailer is to be set up closer to White Oak Drive than North Street, I am concerned about both garbage and loitering by the customers.

For more than three years our area has had to deal with a neighbour who did not dispose of garbage for weeks at a time and as a result we have also had to deal with both the resulting health concerns ie vermin and the terrible look of the place. Thankfully this neighbour has now moved and the problem no longer exists however the possibility of a recurring garbage problem is a definite concern. I see that Mr. Desrosiers "will provide and maintain at least one garbage bin" and has "also indicated his intention to keep the premises clean." As not all his customers will remain and eat near his garbage bin, as his neighbour, I would greatly appreciate it if he checked daily for garbage from his business, at the back of The Brick which abuts my property. As it is already used as a shortcut between North Street and White Oak Drive, I would expect even more foot traffic as a result of this business.

As for the customers loitering, I hope Mr. Desrosiers does not allow his business to become "a hangout". With an outdoor service like this, with probably large numbers of customers, I have to be realistic and be concerned about possible vandalism.

As a result of these concerns I would ask that if approval is given, that it be on a temporary basis to see how things go and if the off-site impacts are truly minimal.

I want Mr. Desrosiers to know that while I am not opposed to his business, I do want him to be very aware of my concerns. I wish him well and hope that, if his application is approved, we become good neighbours.

Sincerely,

Wendy Bingham

6(6)(a)
~~6(6)(b)~~

Peter Tonazzo

From: [REDACTED]
Sent: May 12, 2013 6:43 PM
To: Peter Tonazzo
Subject: Application no: A-13-8-Z

Dear Mr. Tonazzo,

I would like to be notified of the Council of the City of Sault Ste. Marie decision to adopt or refuse the approval of this application and any other information you are privy to give me concerning this decision.

Thank you.

Wendy Bingham

6(6)(a)(b)(c)

Peter Tonazzo

From: [REDACTED]
Sent: May 10, 2013 10:28 AM
To: Peter Tonazzo
Subject: RE Zoning application A-8-13-Z

TO: Peter Tonazzo

Please consider this email as our input on the proposed zoning change A-8-13-Z by Jake Derosiers to place a "food trailer" on the property now occupied by THE BRICK furniture outlet.

We at Soo Curlers Assn, are located directly behind the subject property and care to voice a few concerns we have.

We believe the targeted clientele for the food trailer would be the students that attend Superior Heights High School directly across from their location. It would appear that since the schools have endeavoured to remove "unhealthy" foods from their premises and cafeterias, there is an opportunity to provide the "banished" food items close to the school. This would clearly undermine the efforts of the school system to see that students are receiving quality nutrition throughout their school day or year for that matter.

We know that students that smoke must do so off site, and therefore they congregate just off the school property.... and we have witnessed the cigarette butts strewn in their smoking areas, as well as their candy bar wrappers, chip bags and miscellaneous other rejected garbage items that fail to find a garbage can. We assume that most of the traffic to the food trailer will be foot traffic.... kids buying food items in wrappers or pop cans ... and moving on... By the time they have consumed their food or beverage they have travelled from the site and need to discard their garbage. This can occur twice a day as they go to and leave the school.

We have a large number of students from the High school that short-cut their route to school by crossing our property at Soo Curlers. We are just about the right distance from the source of the food to allow the consumption of a hot dog, chocolate bar, bag of chips, french fries or pop, and we are concerned that our lot may become the discard point for the trash. Is the Food trailer offering seating at tables and proper garbage disposal? Can they assure you the garbage stays at their site? Are they providing proper sanitation facilities... for food storage and waste disposal. Will they have proper control of grease waste from deep fryers?

If there is a problem with garbage storage or disposal, is there a possibility of the attraction of rodents or pestilence to the site?

Is s this a year round operation? Will we at Soo Curlers see an increase in people accessing their food outlet by shortcutting across our property?

Will this food trailer be subject to all the requirements of a local restaurant... fire suppression, cooking smells reduction, Board of Health inspections, parking requirements, etc.

Primarily, we are concerned about the litter and the effects of litter blowing across our property and the adjoining neighbours' properties. We know that when trash cans are not close at hand the garbage ends up on someone else's land. We even see that close to the school smoking areas, the collection cans for the butts are often ignored as the butts are flipped everywhere.

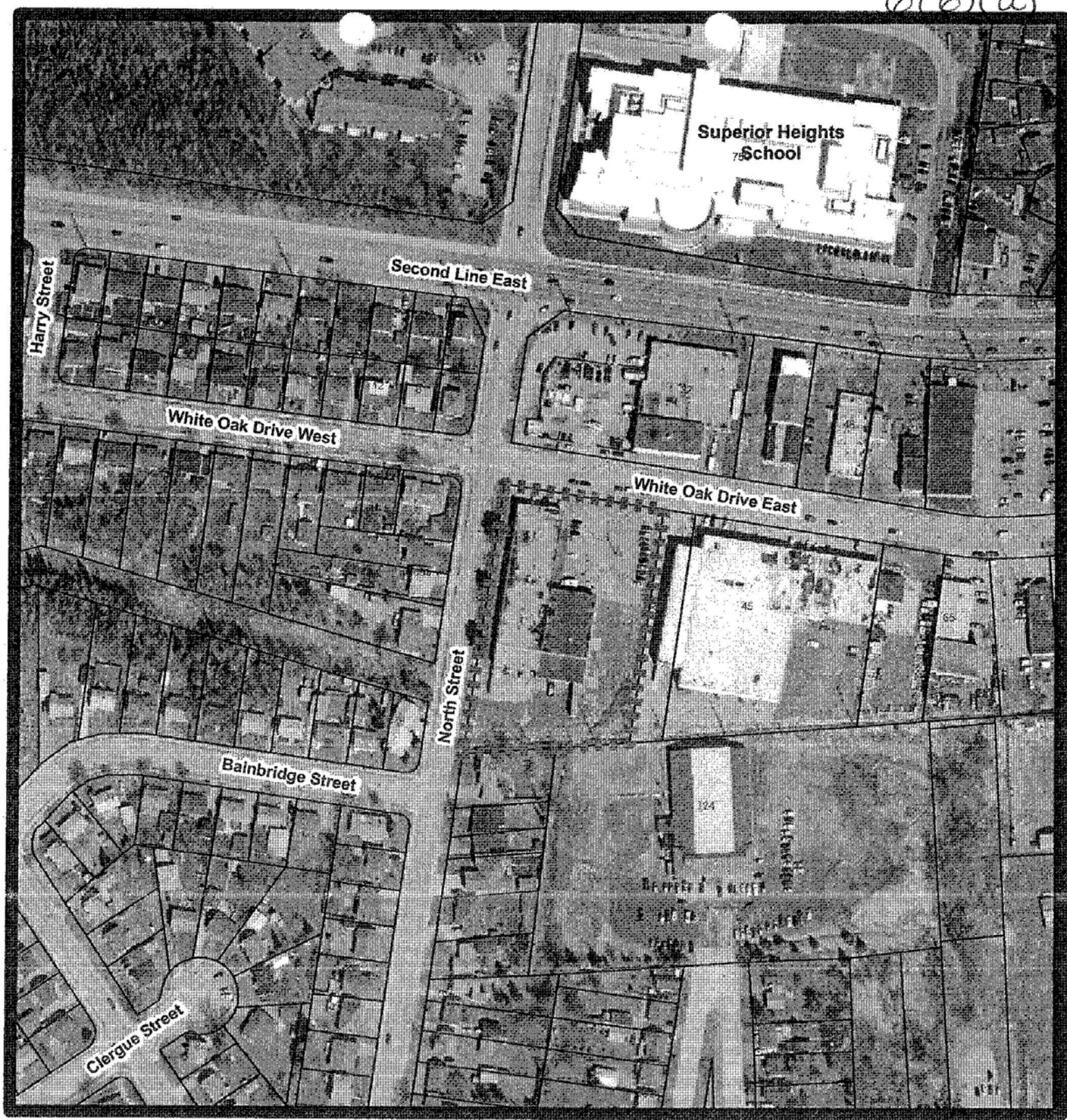
Please consider our concerns as you determine this application.

P Zultek
President
Soo Curlers Assn

(b)(1)(A)(b)(1)(b)

[REDACTED]

(b)(6)(a)



2012 ORTHO PHOTO

11 WHITE OAK DRIVE EAST

Planning Application: A-8-13-Z

Legend

 Subject Property = 11 White Oak Drive

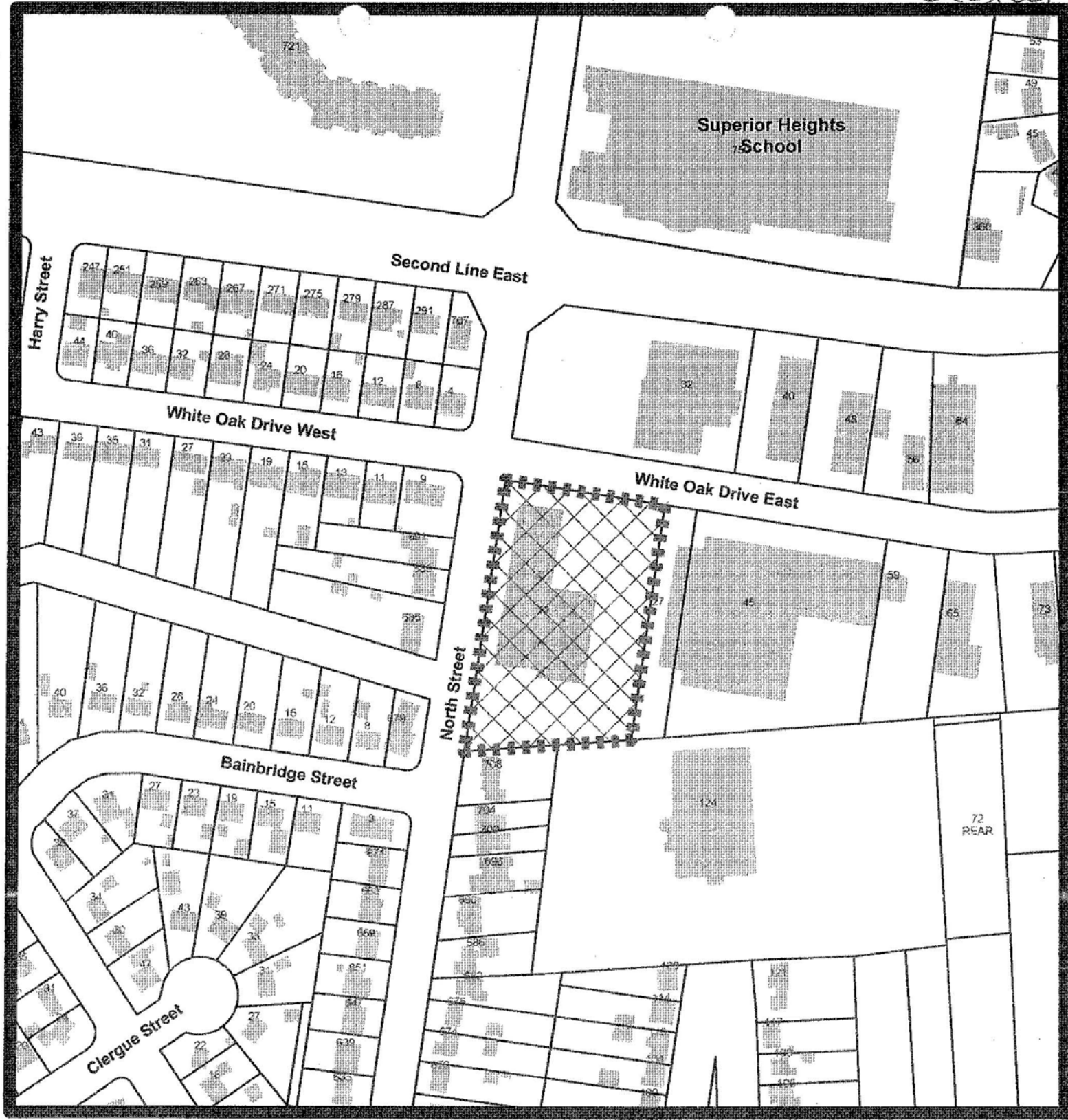


METRIC SCALE
1 : 2500

MAP REFERENCE
59 & 1-74

MAIL LABEL ID
A-8-13-Z

666821



SUBJECT PROPERTY MAP

11 WHITE OAK DRIVE EAST

Planning Application: A-8-13-Z



METRIC SCALE
1 : 2500

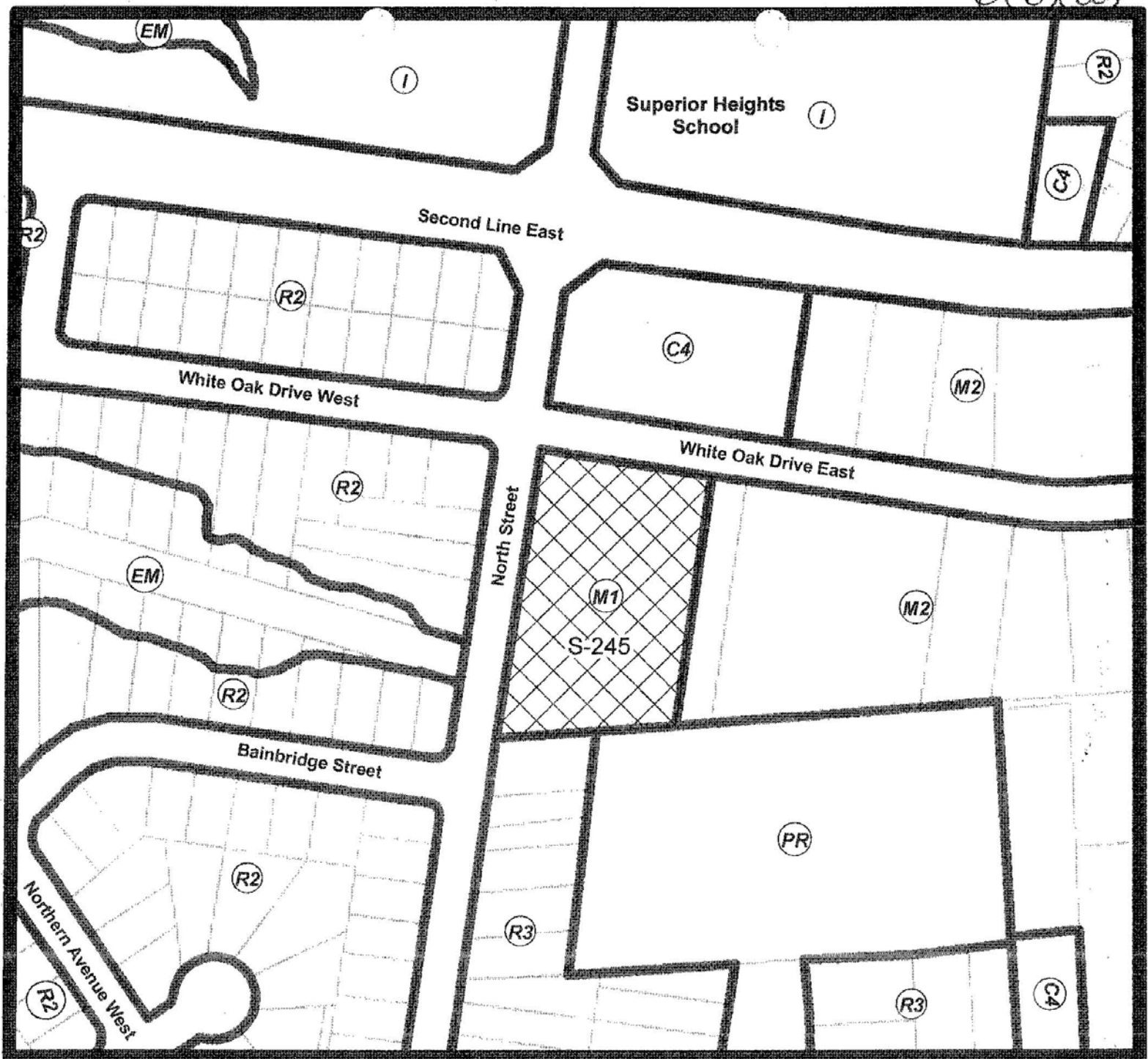
MAP REFERENCE
59 & 1-74

MAIL LABEL ID
A-8-13-Z



Subject Property = 11 White Oak Drive

6(6)(a)



EXISTING ZONING MAP

11 WHITE OAK DRIVE EAST

Planning Application: A-8-13-Z



METRIC SCALE
1 : 2500

- | | |
|---------------------------------------|------------------------------------|
| Subject Property = 11 White Oak Drive | M1 - Light Industrial Zone |
| R2 - Single Detached Residential Zone | M2 - Medium Industrial Zone; M2hp |
| R3 - Low Density Residential Zone | I - Institutional Zone |
| C4 - General Commercial Zone | EM - Environmental Management Zone |
| | S-# =Special Exception Zoning |

MAP REFERENCE
59 & 1-74

MAP LABEL ID
A-8-13-Z



Sault Ste. Marie
**ECONOMIC
DEVELOPMENT
CORPORATION**



BUSINESS
Sault Ste. Marie
a division of the SSMEDC



TOURISM
Sault Ste. Marie
a division of the SSMEDC

6(8)(a)

June 18, 2013

Mayor Debbie Amaroso and
Members of City Council

Re: SSMEDC 2012 Annual Report

Dear Council,

The Sault Ste. Marie Economic Development Corporation (SSMEDC) recently released its 2012 Annual Report. We hope that you'll take a few minutes to review the document, which highlights our activity and results generated. The publication is meant to provide the community, clients and our funding partners such as City Council with an overview of the Corporation. Put simply, the goal of the report is to demonstrate accountability for the investments made in the SSMEDC.

As noted in the Annual Report, the SSMEDC was involved with a number of major projects in 2012. Our team initiated the SSM/OLG Modernization Project, designed to best position Sault Ste. Marie to take advantage of the modernizing of lottery and gaming in Ontario. On the business support front, work with clients led to 14 start-ups and 15 expansions, which created upwards of 125 jobs, retained 227 jobs and led to a total community investment of more than \$13.5 million.

In the tourism sector, our team worked with community groups to host or attract 29 meetings, conventions or sports tournaments, which drew 7,935 visitors and \$6.7 million in direct tourist spending. When adding in spin-off economic activity, the 2012 CARHA Hockey World Cup alone generated more than \$13 million. Meanwhile, attraction package sales, along with increased ridership on the Agawa Canyon Train Tour, brought in nearly \$2.4 million in direct visitor spending.

These are just a few examples of results you'll find in the SSMEDC 2012 Annual Report. It's important to note, however, that without the support of our many community and stakeholder partners, including City Council, none of the activity mentioned in this report would be possible.

Regards,

Tom Dodds, CEO



Presentation to City Council

OLG Modernization Strategy

Update

June 23, 2013



SAULT STE. MARIE

Situation Review

- In March 2012, OLG released "*Modernizing Lottery and Gaming in Ontario*" which outlined its plan to engage regulated private sector providers to expand L&G in Ontario via a multistage procurement process
 - Casino Operations in the North and the Lottery operations could start to transition to Private Operators (POs) by Q1/2014
- This modernization plan has significant implications for the City of Sault Ste. Marie
 - Head Office at Foster Drive employs 558/annual payroll \$45.6M
 - SSM Casino employs 300/annual payroll \$15.4M
 - In addition, significant economic spin off via suppliers, infrastructure development, etc

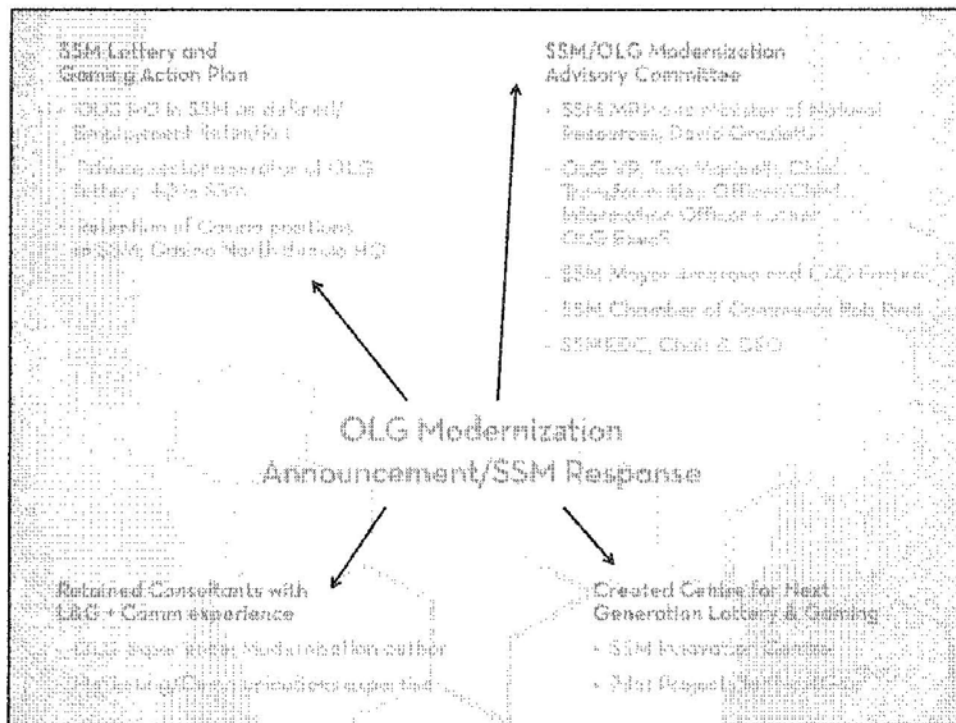
Situation Review - 2

- The City and SSMEDC identified a need to make a strong business case for private sector providers to locate their staff & operations in SSM
- After a competitive RFP process, Generator Alliance (GA) was retained in August 2012 to provide consulting expertise in the areas of
 - lottery and gaming
 - communications/marketing
 - Public affairs management
 - Promotional activities

SSM OLG Modernization Strategy

- As a result of this activity, the SSM/EDC strategic plan to maximize the OLG Modernization Plan is four-fold:
 1. **Retention of Head Office Jobs** in Sault Ste. Marie - oversight roles; conduct and manage; responsible gaming; brand management; community relations; social responsibility; relationship with other Canadian jurisdictions for shared management of national lotteries.
 2. Convince **private lottery proponents to locate in Sault Ste. Marie**
 3. Exploration and development of a **Pilot Project(s)** between OLG SSMIC and other Private Sectors participants to enshrine Sault Ste. Marie as a **Centre of Next Generation Lottery & Gaming**, and
 4. Convince the successful **Gaming North Casino Bundle** operator to choose SSM as its **Regional Headquarters**.

06/18/13



Business Objectives

- Preserve and grow the OLG Lottery & Gaming jobs in SSM that will migrate to the private sector due to modernization
- Create an environment within SSM that understands the need to preserve the centre of excellence status for SSM, supports this objective and can advocate for it.
- Create the products and mechanisms to facilitate this support and advocacy.
 - **Immediate objective**
Preserve jobs in the transition phase
 - **Midterm objective**
Retain jobs post transition
 - **Mid to long term objective**
Increase employment in sector

Communications Goals

- **Near term/Transition Stage:**
 - Ensure that allies and stakeholders with shared objectives understand and align with the SSMEDC strategy , preparing them for the interaction with proponents
 - Convince OLG Lottery & Casino Proponents to **engage with SSMEDC personnel** to learn more about the lottery assets in SSM and their essential role in the OLG Modernization plan
 - Convince OLG Lottery & Casino Proponents that **overtly including the transition and retention of SSM OLG jobs will strengthen their RFP submission**

Reaching the Proponents

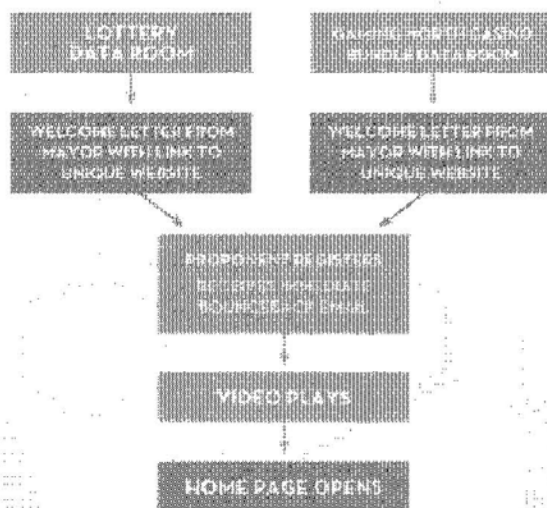
- SSM will participate in the OLG Data Room (a virtual repository of information that will be available to proponents during the development of their RFP responses)
 - In addition to the Data Room presence, OLG will send direct communication to the proponents to highlight the presence of the information and encourage the proponents to review
- Proactively identify and communicate with potential proponents
- Continue Google Adword program & Public Relations

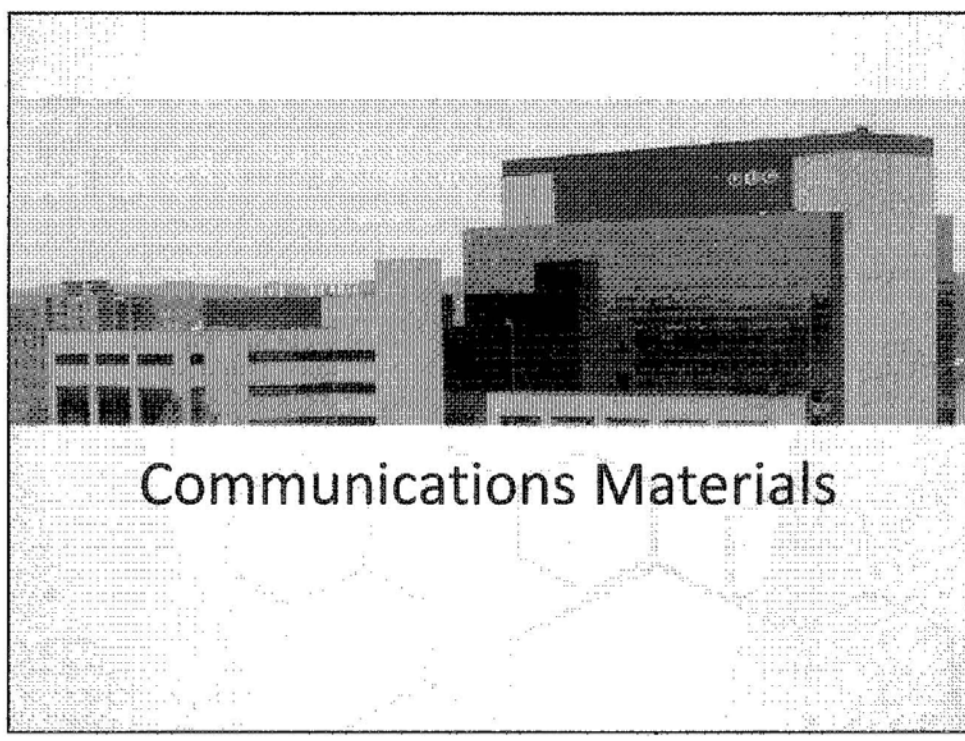
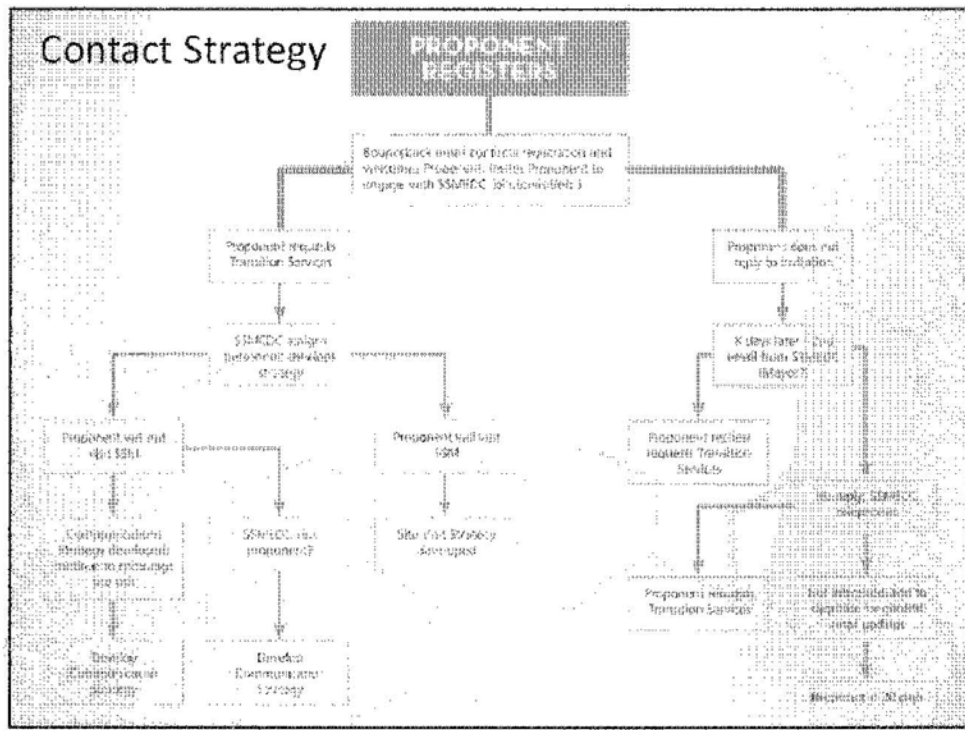
Communications Plan

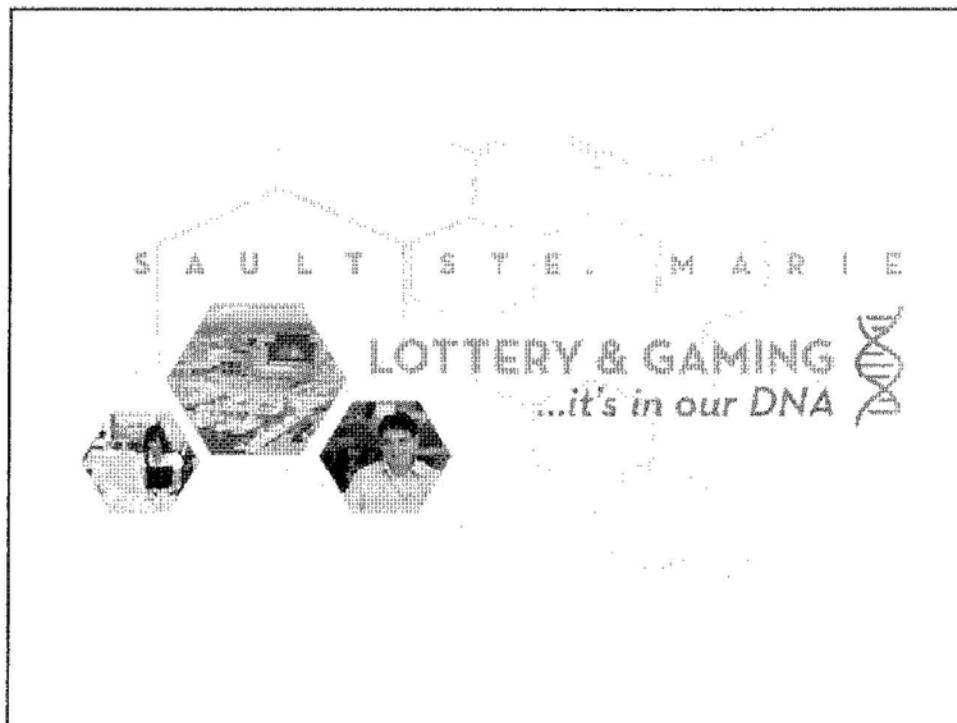
- Integrated Communications Strategy
 - create initial contact
 - engage via email/phone
 - adapt/prepare particular proponent approach, materials and events
 - encourage site visit
 - appropriate follow up
 - regular updates

OLG SSM Data Room

PROPOSITOR ENTERS
OLG DATA ROOM

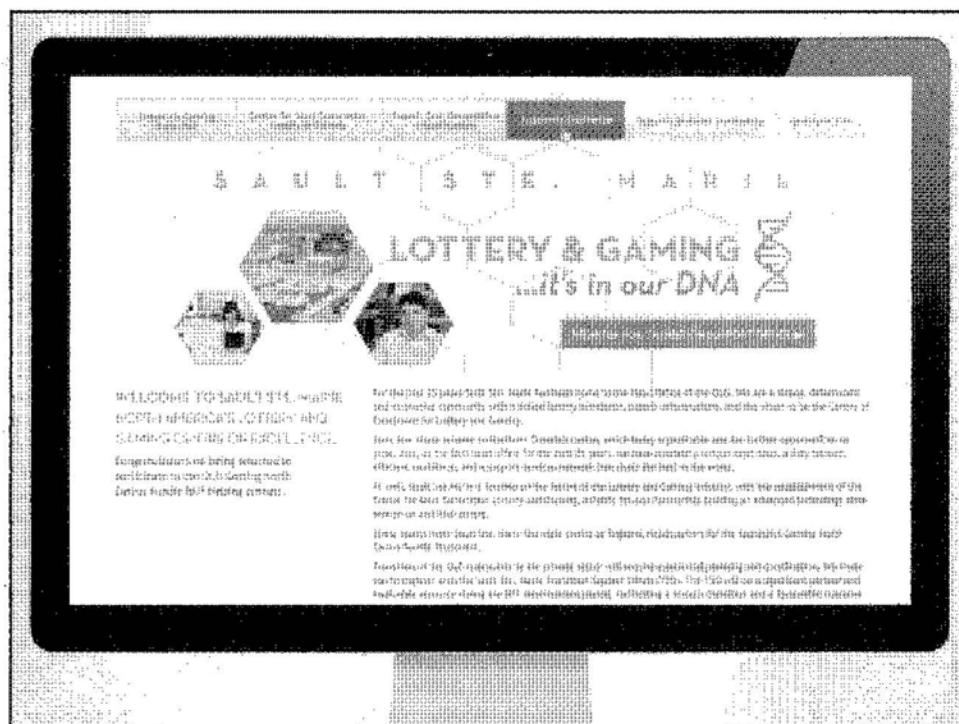


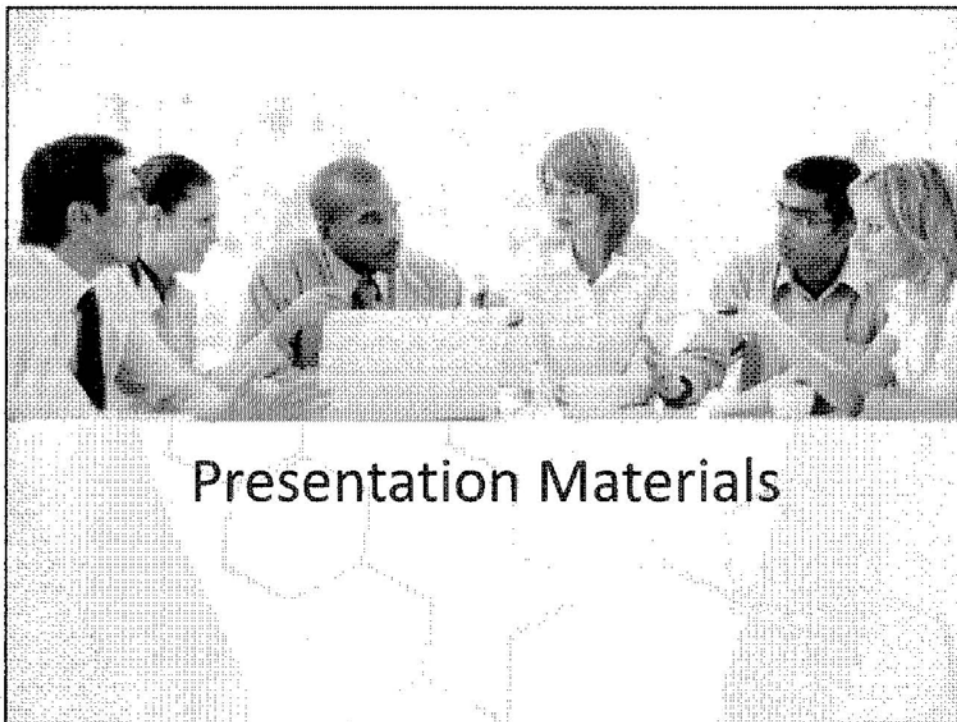
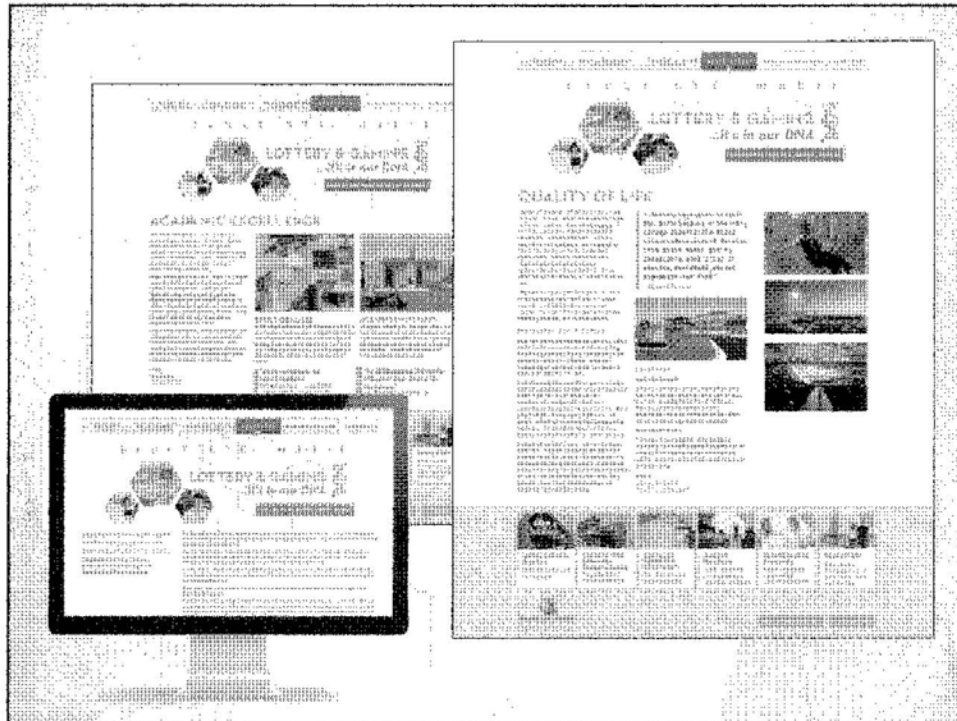




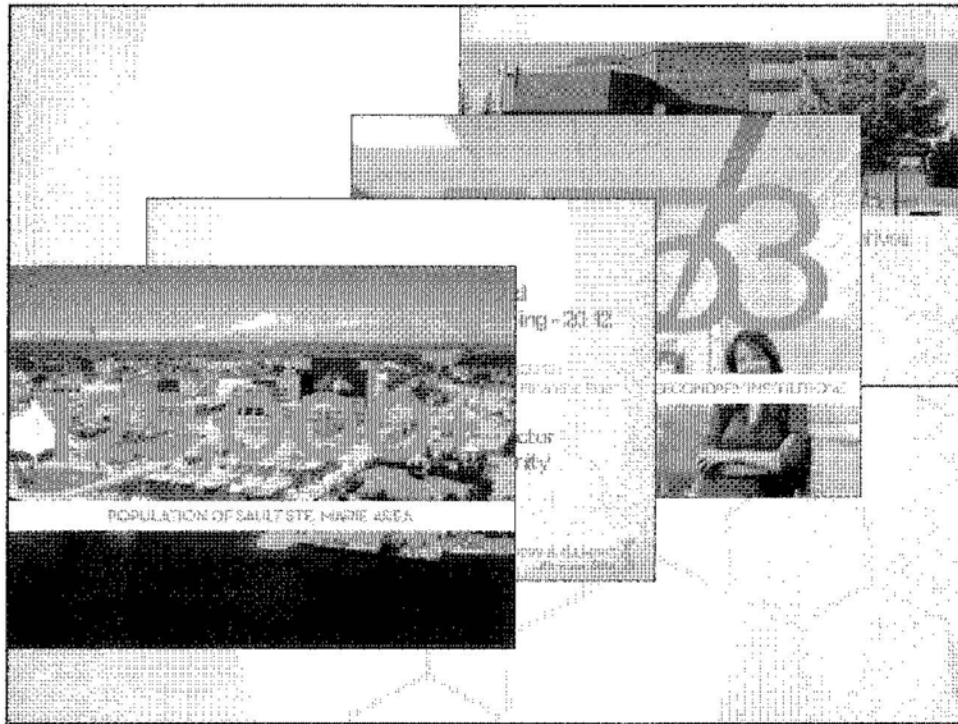
www.saultlotteryandgaming.com

- Separate websites for Lottery & Gaming North Casino Bundle proponents
- Welcome Page
 - With call to action to register for Transition Support
- Why Sault Ste. Marie? Subpages:
 - Lottery & Gaming Expertise
 - Centre for Next Generation Lottery & Gaming
 - Superb Cost Competitive Infrastructure
 - Academic Excellence
 - Dynamic Business Community
 - Quality of Life





06/18/13





Board of Directors

Mr. Dominic Giroux	Chair, Laurentian University, Sudbury
Dr. Brian J.R. Stevenson	Vice Chair, Lakehead University, Thunder Bay
Dr. Roger Strasser	Secretary Dean and CEO, NOSM
Dr. Robert Algie	Fort Frances
Dr. Chris Allison	Thunder Bay
Ms. Angèle Brunelle	Thunder Bay
Ms. Tracy Buckler	Thunder Bay
Mr. Kevin Cleghorn	Thunder Bay
Dr. Roger Couture	Sudbury
Mr. Derek Debassige	M'Chigeeng
Dr. George Doig	Thunder Bay
Ms. Jackie Dojack	Thunder Bay
Ms. Debbie Lipscombe	Kenora
Dr. Lori Livingston	Thunder Bay
Dr. Louise Logan	Sudbury
Mayor Marianne Matichuk	Sudbury
Mr. James Morris	Sioux Lookout
Ms. Rosie Mosquito	Thunder Bay
Ms. Angela Robson	Sudbury
Dr. Teresa O'Driscoll	Sioux Lookout
Dr. Claire Perreault	Sudbury
Mr. Ben Petersen	Sudbury
Mr. Tim Pile	Thunder Bay
Ms. Carolyn Sinclair	Sudbury
Ms. Liane Villano	Sudbury

NOSM Board of Directors Meets in North Bay

In the spring of 2012, NOSM hosted a face-to-face Board of Directors meeting in North Bay. The Board enjoyed visiting the community's new, state-of-the-art hospital. One of NOSM's Comprehensive Community Clerkship communities, North Bay provides acute-care services to surrounding communities and specialized mental health services to all of Northeastern Ontario.

The Board said farewell to seven members whose terms completed in September 2012. The members were recognized for their significant contributions to the School.

Thank you to NOSM's departing Board members:

- Dr. Adam Exley, Thunder Bay
- Dr. Todd Spencer, North Bay
- Mr. Arie Hoogenboom, Dryden
- Mr. Lou Turco, Sault Ste. Marie
- Mr. Austin Hunt, Kagawong
- Dr. Jesse Zroback, Kenora
- Mr. Neil MacOdrum, Geraldton

During the face-to-face meeting, NOSM's Board also enjoyed a panel discussion, which included students and alumni from the MD program, family medicine residents, a physician assistant, and a dietetic intern (shown below), and joined members of the Federation of Northern Ontario Municipalities (FONOM) for dinner.



Back row (left to right): NOSM-trained physicians Drs. Doris Mitchell and Alex Anawati, and medical student Alex Mantha. Front row (left to right): Physician assistant Britton Sprules, medical student Vanessa Elies, and dietetic intern Julia Freeman.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-98

AGREEMENTS: (P3.2(2)) A by-law to authorize an agreement between the City and the Recycling Council of Ontario for funding for the Phase 2 materials received at the Municipal Household Special Waste Facility.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto attached and dated the 24th day of June, 2013 and made between the City and the Recycling Council of Ontario for the Phase 2 materials received at the Municipal Household Special Waste Facility.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 24th day of June, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

cf/staff/by-laws/2013/2013-98/Agreement Household Waste Facility

NOTICE
THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.
CITY SOLICITOR

PHASE 2 FUNDING AGREEMENT**PHASE 2 FUNDING AGREEMENT - CORP OF THE CITY OF SAULT STE MARIE**

THIS AGREEMENT is made as of the 24th day of June, 2013

BETWEEN:

RECYCLING COUNCIL OF ONTARIO, a not-for-profit organization, with a principal office address of 215 Spadina Ave, Suite 225, Toronto, Ontario M5T 2C7

("RCO")

AND

Corp of the City of Sault Ste Marie

128 Sackville Rd

Sault Ste Marie, Ontario , P6B 4T6

(the "Municipality")

BACKGROUND:

- A. The Ministry of the Environment selected RCO to develop and operate a Selected Household Hazardous Waste Program to reimburse eligible municipal costs incurred in connection with the proper management of Selected Household Hazardous Wastes;
- B. The Municipality has registered with RCO as a participant in the Program (as defined below) and that registration has been accepted by RCO; and
- C. The Municipality wishes to receive reimbursement under the Program in accordance with this Agreement.

**ARTICLE 1
INTERPRETATION****1.1 Definitions. In this Agreement:**

- (a) "Aggregated and Cleaned Information" is defined in Section 8.2(c);
- (b) "Business Day" means any day from Monday to Friday inclusive, except for any day that is a statutory holiday in Ontario;
- (c) "Claim Deadline" means the date on or before which the Municipality must submit a Reimbursement Claim for a given Round, as listed in the third column of the table in Schedule B;
- (d) "Collection Period" means the date during which the Municipality may incur Eligible Costs in a particular Round, as identified in the second column of the table in Schedule B;
- (e) "Collection Site" means a location where the Municipality or its Third Party Providers will accept Selected Household Hazardous Wastes for which the Municipality will submit Reimbursement Claims under this Agreement;

- (f) **"Confidential Information"** is defined in Section 7.1;
- (g) **"Deficiencies"** means any of the following: (i) the inclusion in a Reimbursement Claim of costs that are not Eligible Costs, as defined under this Agreement; (ii) missing, incomplete, inaccurate or otherwise inadequate Supporting Information in respect of a Reimbursement Claim; (iii) any calculation errors in a Reimbursement Claim or in Supporting Information; (iv) a failure to submit a Reimbursement Claim or Supporting Information in accordance with the requirements of this Agreement; or (v) any other failure of a Reimbursement Claim or Supporting Information to comply with the requirements of this Agreement.
- (h) **"Deficiency Notice"** is defined in Section 4.5;
- (i) **"Disclosed Information"** is defined in Section 8.2;
- (j) **"Disclosing Party"** is defined in Section 7.2;
- (k) **"Effective Date"** means the date of this Agreement as first written above;
- (l) **"Eligible Activities"** means the activities described in Schedule D of this Agreement, as may be amended from time to time in accordance with this Agreement;
- (m) **"Eligible Costs"** is defined in Section 3.2;
- (n) **"Eligible Wastes"** is defined in Section 3.1;
- (o) **"Event of Default"** is defined in Section 12.4;
- (p) **"Final Determination Notice"** is defined in Section 4.5;
- (q) **"Force Majeure"** is defined in Section 10.1;
- (r) **"Governmental Authority"** means any federal, state, provincial, or municipal government, parliament or legislature, or any regulatory authority, agency, tribunal, commission, ministry, board, department, institution or similar entity of any such government, parliament or legislature, or any court or other Law, regulation or rule-making entity, having jurisdiction in the relevant circumstances;
- (s) **"Governmental Authorization"** means any authorizations, approvals consents, permits, grants, licences, privileges, rights, orders, judgments, rulings, directives, ordinances, decrees, registrations and filings issued or granted by Law or by any Governmental Authority;
- (t) **"IC&I Small Quantity Generator"** means a business that is not required to submit a generator registration report with respect to the waste under subsection 18(1) of Ontario Regulation 347 under the *Environmental Protection Act* (Ontario), which currently requires that such generators deliver no more than 100 kilograms per month of municipal hazardous or special waste to a municipal depot;
- (u) **"Included Portion of Shared Costs"** is defined in Section 3.5;
- (v) **"Indemnified Parties"** is defined in Section 9.1;
- (w) **"Industry Funding Organization"** has the meaning given under the *Waste Diversion Act* (Ontario);

- (x) **"Insolvency Event"** means, in respect of a Party, any one or more of the following: (i) if a Party files a petition in bankruptcy or for reorganization or for an arrangement pursuant to any applicable bankruptcy Law or under any similar Law, now or hereafter in effect; (ii) if a Party is adjudged bankrupt by a court of competent jurisdiction, or becomes insolvent, makes an assignment for the benefit of its creditors, admits in writing its inability to pay its debts generally as they become due, is dissolved or suspends payment generally of its obligations; (iii) if a petition is filed proposing the adjudication of a Party as bankrupt or its reorganization pursuant to any applicable bankruptcy Law or any similar Law, now or hereafter in effect, and: (A) the Party consents to that filing; (B) the petition is not discharged or denied within 60 days after that filing; or (C) the petition is not diligently defended against; and (iv) if a receiver, trustee, liquidator, or other similar official is appointed to take charge of a Party or of all or substantially all of the business or assets of a Party, and: (A) that Party consents to such appointment; or (B) the appointment is not discharged or withdrawn or action is not taken by that Party to secure the discharge of that official within 60 days after the appointment.
- (y) **"Intellectual Property Rights"** means: (i) any and all proprietary rights provided under: (A) patent Law, (B) copyright Law, (C) trade-mark Law, (D) design patent or industrial design Law, (E) semi-conductor chip or mask work Law, or (F) any other statutory provision or common law principle including, without limitation, trade secret Law, which may provide a right in either ideas, formulae, algorithms, concepts, inventions or know-how generally, or the expression or use of such ideas, formulae, algorithms, concepts, inventions or know-how; and (ii) any and all applications, registrations, licences, sub-licences, franchises, agreements or any other evidence of a right in any of the foregoing.
- (z) **"Laws"** means: (i) applicable federal, provincial or municipal laws, orders-in-council, by-laws, codes, rules, ordinances, policies, regulations and statutes; (ii) applicable orders, decisions, codes, judgments, injunctions, decrees, awards and writs of any court, tribunal, arbitrator, Governmental Authority (including without limitation MOE) or other Person having jurisdiction; (iii) applicable rulings and conditions of any license, permit, certificate, registration, authorization; (iv) any Governmental Authorization; and (v) any requirements under or prescribed by applicable common law; and includes without limitation the *Environmental Protection Act* (Ontario) and regulations thereunder;
- (aa) **"Marks"** is defined in Section 8.3;
- (bb) **"MOE"** means the Ontario Ministry of the Environment;
- (cc) **"Oversubscription"** is defined in Section 4.8;
- (dd) **"Parties"** means the parties to this Agreement and Party means either of them;
- (ee) **"Payment Date"** means the date on which RCO will pay Reimbursements for a given Round, as identified in the fourth column of the table in Schedule B;
- (ff) **"Person"** means any individual, sole proprietorship, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, incorporated organization, institution, public benefit corporation, unincorporated organization, Governmental Authority or other entity of any kind;
- (gg) **"Program Funding Agreement"** means the agreement between RCO and the Province dated as of September 4, 2012, as may be amended, restated or replaced;
- (hh) **"Program Participant"** means a Person that has applied to participate in the Program, whose application has been accepted by RCO, who remains in compliance with all of the

terms of this Agreement and discharges all of the obligations of the Program and, therefore, who remains in good standing under the Program;

- (ii) **"Program"** means the Selected Household Hazardous Waste Program (also known as the Phase2 Program), including any modifications thereto or successors thereof, but only to the extent that MOE has selected RCO to design and implement the Program in accordance with the Program Funding Agreement;
- (jj) **"Proper Management"** and **"Properly Managed"** means the management of Selected Household Hazardous Wastes in accordance with: (i) all applicable Law (ii) the specific requirements for proper management set out in the table in Schedule C opposite the applicable type of Selected Household Hazardous Waste; and (iii) any other requirements for proper management as are communicated in writing to the Municipality;
- (kk) **"Province"** means Her majesty the Queen in Right of Ontario, as represented by the MOE;
- (ll) **"Receiving Party"** is defined in Section 7.2;
- (mm) **"Reimbursement Claim"** is defined in Section 4.1;
- (nn) **"Reimbursements"** is defined in Section 2.1.
- (oo) **"Residential Generator"** means a final user who generates waste which will be recycled or disposed from a residential home;
- (pp) **"Round"** means one of the six rounds of funding under this Agreement, each of which has a Collection Period, Claim Deadline and Payment Date as identified in Schedule B;
- (qq) **"Shared Costs"** is defined in Section 3.5;
- (rr) **"Supporting Information"** is defined in Section 4.2;
- (ss) **"Tax"** or **"Taxes"** includes all present and future taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and other charges of any nature imposed by any Governmental Authority, including income, capital, withholding, consumption, sales, use, transfer, goods and services, harmonized sales or other value-added, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, payroll, employment, health, education, business, school, property, local improvement, development, education development and occupation taxes, together with all fines, interest, penalties on or in respect of, or in lieu of or for non-collection of, those taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and other charges;
- (tt) **"Term"** is defined in Section 12.1;
- (uu) **"Third Party Providers"** means any Person subcontracted, retained or otherwise used by the Municipality to perform any activities for which Reimbursement is sought in connection with Selected Household Hazardous Wastes;
- (vv) **"Toxic Taxi"** means a collection service in which selected wastes are collected directly from residential homes, using an appointment system to arrange for pick-up.

1.2 **Interpretation.** In this Agreement, except as expressly stated otherwise or unless the context otherwise requires:

- (a) headings and the rendering of text in bold and italics are for convenience and reference purposes only and do not affect the meaning or interpretation of this Agreement;
- (b) words importing the singular include the plural and vice versa and the masculine, feminine and neuter genders include all genders;
- (c) the words "hereof", "herein", and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement;
- (d) a reference to an Article, Section, Party, or Schedule is a reference to that Article or Section of, Party to, or Schedule to this Agreement unless otherwise specified;
- (e) a reference to a document or agreement, including this Agreement shall mean such document, agreement or this Agreement including any amendment or supplement to, or replacement, novation or modification of such document, agreement or this Agreement, but disregarding any amendment, supplement, replacement, novation or modification made in breach of such document, agreement or this Agreement;
- (f) a reference to a Person includes that Person's successors and permitted assigns;
- (g) the term "including" (or a variation thereof) means "including without limitation" and any list of examples following such term shall in no way restrict or limit the generality of the provision in respect of which such examples are provided;
- (h) references to any statute, code or statutory provision are to be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted, and include references to all bylaws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom unless the context otherwise requires;
- (i) in the event of a conflict, a mathematical formula describing a concept or defining a term shall prevail over words describing a concept or defining a term;
- (j) references to any amount of money shall mean a reference to the amount in Canadian Dollars; and
- (k) the expression "and/or" when used as a conjunction shall connote "any or all of".

1.3 Schedules. The following Schedules form a part of this Agreement and are incorporated by reference herein:

- Schedule A - Collection Site Information
- Schedule B - Collection Periods and Relevant Dates
- Schedule C - Selected Household Hazardous Wastes and Requirements for Proper Management of Same
- Schedule D - Eligible Activities
- Schedule E - Supporting Information Requirements
- Schedule F - Estimated Annual Administration and Marketing Reimbursements
- Schedule G - Reimbursement Claim Verification Protocol
- Schedule H - Claims Exceed Funds Protocol

1.4 Amendments to Schedules. The Municipality may amend Schedules A and F by giving written notice to the RCO no later than 60 days prior to the end of any funding round. RCO may amend

Schedules B through G, inclusive, by giving 60 days' written notice of the amendment to the Municipality.

ARTICLE 2 PROGRAM PARTICIPATION

- 2.1 **Participation.** Subject to the terms and conditions of this Agreement, RCO agrees to pay to the Municipality the amount of any Eligible Costs submitted to RCO during the Term (such payments being "Reimbursements").
- 2.2 **RCO Conditions.** RCO's obligations under this Agreement are subject to the continuing satisfaction of the following conditions:
- (a) that RCO is and remains the Person that MOE has selected to design and implement the Program; and
 - (b) that the Municipality is a Program Participant as of the Effective Date and remains a Program Participant in good standing.

The foregoing conditions are for the sole benefit of RCO and may be waived in writing by RCO in its sole and absolute discretion.

- 2.3 **Certain Covenants of Municipality.** The Municipality covenants as follows:

- (a) it will provide RCO with 30 days' prior notice of any changes to the list of Collection Sites or information provided in respect of same in Schedule A;
- (b) it will comply, and cause Third Party Providers to comply, with applicable Laws in respect of the performance of its obligations under this Agreement and in carrying out any activities contemplated by or under this Agreement or the Program;
- (c) it will comply with any rules, protocols, methodologies, standards or other requirements set out by RCO in respect of the Program; and
- (d) if the Municipality is required to use any software licensed by or made available through RCO for purposes related to this Agreement, which may include the Data Management and Information System, the Municipality will, if required by the licensor of the software, enter into and comply with (or cause its employees and representatives or Third Party Providers to enter into and comply with) the terms of end-user license agreements in respect of such software.

- 2.4 **Nature of Program and Agreement.** The Program and this Agreement only provides the Municipality with an opportunity to be reimbursed for Eligible Costs incurred by it in respect of the Proper Management of Selected Household Hazardous Wastes. RCO is not retaining the Municipality or any other Person, nor is the Municipality retaining RCO, to provide any services whatsoever, including in respect of:

- (a) the receiving, handling, storing, transportation, disposal or management of Selected Household Hazardous Wastes or any other waste; or
- (b) the identification, pre-qualification, supervision, management, oversight or payment of third parties who may be engaged by the Municipality for the purposes of receiving, handling, storing, transportation, disposal or management of Selected Household Hazardous Wastes or any other waste.

As between the Parties, the Municipality retains full and complete authority, discretion and responsibility to carry on the activities identified in Section 2.4(a) and (b), and any other activities or functions ancillary thereto, as the Municipality sees fit in its sole and absolute discretion. Nothing in this Agreement will be interpreted to create any rights or responsibilities as between RCO and the Municipality in respect of the performance of such activities.

- 2.5 **Non-exclusivity.** This is a non-exclusive Agreement. RCO may offer similar reimbursements to other municipalities or Persons, whether under this Program or any other initiative. The Municipality may undertake the Proper Management of Selected Household Hazardous Wastes without being a Program Participant or without claiming Reimbursement under this Agreement.
- 2.6 **Province.** RCO is not acting as agent for the Province under this Agreement or in respect of the Program, which is expressly acknowledged by the Municipality.

ARTICLE 3 ELIGIBLE COSTS

- 3.1 **Eligible Wastes.** For the purposes of this Agreement, "**Eligible Wastes**" means all Selected Household Hazardous Wastes listed in Schedule C, subject to the following:
- (a) for rechargeable batteries, portable fire extinguishers, fluorescent light bulbs and tubes, and mercury-containing devices, Eligible Wastes include only those that are collected from Residential Generators and IC&I Small Quantity Generators; and
 - (b) for fluorescent lights and tubes, Eligible Wastes are limited to 5 kilograms per month per generator of such Selected Household Hazardous Wastes.
- 3.2 **Eligible Costs.** The Municipality is only entitled to received Reimbursements under this Agreement in amounts equal to costs ("**Eligible Costs**") that meet all of the basic criteria set out in Section 3.3 and, as applicable, the additional criteria set out in Sections 3.4, and 3.5.
- 3.3 **Basic Requirements.** Eligible Costs include only costs that, as verified by RCO in accordance with this Agreement, were actually and reasonably incurred by the Municipality in respect of Eligible Activities described in Schedule D that were undertaken in respect of the Proper Management of Eligible Wastes during the applicable Collection Period.
- 3.4 **Procurement.** For costs incurred with Third Party Providers, the Municipality must have either selected such Third Party Provider through a competitive bidding process or have a reasonable justification as to why a competitive bidding process was not used, to be demonstrated to RCO's reasonable satisfaction upon request, failing which costs incurred with those Third Party Providers will not be Eligible Costs.
- 3.5 **Shared Costs.** For costs that are not wholly attributable to Eligible Activities and Eligible Wastes ("**Shared Costs**"), which may include costs in respect of the marketing or administrative activities identified in Schedule D, only the percentage of the Shared Cost that is attributable to Eligible Wastes is included in Eligible Costs (the "**Included Portion of Shared Costs**"), such Included Portion of Shared Costs to be calculated and documented in accordance with the requirements set out in Schedule F.

ARTICLE 4 FUNDING PROCESS

- 4.1 **Reimbursement Claim.** For each Round, the Municipality may submit an application for Reimbursement (a "**Reimbursement Claim**") to RCO on or before the applicable Claim Deadline

- identified in Schedule B. Each such Reimbursement Claim will only be in respect of Eligible Costs incurred during the Collection Period identified for that Round in Schedule B.
- 4.2 **Supporting Data and Information.** In support of its Reimbursement Claims, the Municipality will submit the data and information set out in Schedule E ("**Supporting Information**").
- 4.3 **Method of Submittal.** The Municipality will submit Reimbursement Claims and Supporting Information in the format prescribed by RCO, which may include submitting information using a Data Management and Information System.
- 4.4 **Verification of Reimbursement Claims.** RCO will verify that all Reimbursement Claims meet the requirements of this Agreement and do not include any Deficiencies, such verification to be carried out in accordance with the protocols attached to this Agreement as Schedule G.
- 4.5 **Deficiencies in Applications** Where RCO identifies Deficiencies in a Reimbursement Claim, RCO will notify the Municipality of such Deficiencies in reasonable detail (a "**Deficiency Notice**") and may withhold payment of Reimbursements to the extent related to such Deficiencies unless and until the Deficiencies are resolved to RCO's satisfaction, acting reasonably. The Municipality will be given reasonable opportunity to communicate with RCO to clarify the nature of the Deficiencies and to provide additional information to RCO in response to the Deficiency Notice. RCO will reasonably consider such information and will, within a reasonable time after receipt of such information, notify the Municipality in writing whether: (a) all Deficiencies have been resolved, in which case any Reimbursements that have been withheld will be promptly paid to the Municipality, or (b) Deficiencies remain (a "**Final Determination Notice**"). Any dispute in respect of a Final Determination Notice will be resolved in accordance with Article 11.
- 4.6 **Payment.** Subject to Sections 4.4, 4.5 and 4.8 and the compliance of the Municipality with its obligations under this Agreement, RCO will pay Reimbursement Claims for each Round on the Payment Date identified in Schedule B for the applicable Round.
- 4.7 **Over-payment.** If the Municipality becomes aware that it has received amounts from RCO that exceed the amount of the Reimbursements to which it is entitled hereunder (an "**Over-Payment**"), it must forthwith notify RCO of such Over-Payment. If RCO determines that the Municipality has received an Over-Payment, it shall follow the procedure set out in Section 4.5 to notify the Municipality of the Over-Payment and to give the Municipality the opportunity to address the Over-Payment in the same manner as other Deficiencies. All Over-Payments shall be debts of the Municipality to RCO. RCO will set off the amount of any Over-Payment against ~~amounts payable by RCO to the Municipality hereunder, provided however that if the Over-~~ Payment is in respect of the last Round of Reimbursements under this Agreement, the Municipality shall pay the amount of the Over-Payment to RCO within 30 days of the date that the Municipality notified RCO of the Over-Payment or that RCO notified the Municipality of the Over-Payment, as applicable.
- 4.8 **Funding Restrictions.** The availability and use of funds provided by the Province to RCO for the Program is subject to the terms of the Program Funding Agreement. Notwithstanding anything to the contrary under this Agreement, RCO will only be obliged to pay Reimbursements to the Municipality to the extent that doing so is in accordance with the terms and conditions of the Program Funding Agreement. Without limiting the generality of the foregoing, Municipality acknowledges that if, at the close of a Round, RCO has received Reimbursement Claims that in aggregate exceed (or are reasonably expected to exceed) the amount of funding available for Reimbursements in respect of such Reimbursement Claims (an "**Oversubscription**"), RCO will notify the Municipality within 30 days of the close of the Application Period of the existence (or expectation of) the Oversubscription. RCO will then disburse the available funds in accordance with the protocol attached hereto as Schedule H. RCO shall not be liable to the Municipality, and the Municipality hereby releases RCO from liability for, any and all losses, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims,

demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the delay or non-payment of Reimbursements as a result of an Oversubscription or of RCO's compliance with the Program Funding Agreement.

ARTICLE 5 RECORDS AND AUDIT RIGHTS

- 5.1 **Records.** The Municipality will retain all documents and records relating to this Agreement during the Term and for a period of 2 years after the termination or expiry of the Agreement. The Municipality will retain any financial records related to this Agreement in a manner consistent with generally accepted accounting principles.
- 5.2 **Audit Right.** RCO, or an independent firm of chartered accountants retained by RCO, will have the right upon 24 hours prior notice to the Municipality during normal business hours, to inspect and copy documents and records required to be retained under Section 5.1 or to audit the books, records, facilities and practices of the Municipality related to this Agreement in order to verify that:
- (a) the Municipality has Properly Managed all Eligible Wastes;
 - (b) the requirements of Section 3.4 with respect to the procurement of services from Third Party Providers have been met;
 - (c) the Reimbursement Claims and Supporting Information are accurate in all material respects;
 - (d) Reimbursements have been made only in respect of Eligible Costs and no Over-Payments have been made; and
 - (e) the Municipality has otherwise complied with its obligations under this Agreement;
- provided that all such inspections and audits will be at RCO's expense.
- 5.3 **Inconsistencies.** Where any inconsistencies are identified in records provided in accordance with Section 5.1 or in the course of an audit under Section 5.2, RCO (or its designated accounting firm) and the Municipality will work together in good faith to resolve such inconsistencies within 30 days of the date on which the Municipality was notified of such inconsistencies. Where such inconsistencies are not resolved to the satisfaction of RCO, RCO will be entitled to demand payment of, and the Municipality will pay, an amount that reasonably reflects the nature and extent of the inconsistency, such amount not to exceed Reimbursements received by the Municipality hereunder in respect of the Collection Period(s) to which the records or audit applied.
- 5.4 **Disputes.** If the Municipality disputes the outcome of an audit, it will refer such dispute for resolution in accordance with Article 11.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

- 6.1 **Mutual Representations.** Each Party represents and warrants to the other as follows:
- (a) it has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder
 - (b) all corporate, board, body politic, or other approvals necessary for its execution, delivery, and performance of this Agreement have been obtained; and

(c) this Agreement constitutes its legal, valid, and binding obligation.

6.2 **Representations of the Municipality.** The Municipality represents and warrants to RCO as follows:

- (a) the Municipality and its Third Party Providers hold, or will hold when performing any activities for which Reimbursements are sought, all Governmental Authorizations which are necessary or desirable in connection with the Proper Management of Eligible Materials and is not in breach of or in default of any term or condition thereof; and
- (b) the Municipality, directly or through its Third Party Providers, possesses the knowledge, skill and technical expertise required to Properly Manage Eligible Materials.

**ARTICLE 7
CONFIDENTIALITY**

7.1 **Confidential Information.** In this Agreement, "Confidential Information" means any and all information and materials that are designated in writing, as confidential at the time of disclosure or that a reasonable person, having regard to the circumstances, would regard as confidential, but does not include information which: (a) at the time of disclosure, is available to the general public; or (b) at a later date, becomes available to the general public or (c) receiving party can demonstrate was in its possession before receipt; or (d) is disclosed to receiving party without restriction on disclosure by a disclosing party who had the lawful right to disclose such information.

7.2 **Confidentiality.** Where a Party (the "Receiving Party") has received Confidential Information from the other Party (the "Disclosing Party"), the Receiving Party will:

- (a) only use the Discloser's Confidential Information in accordance with this Agreement only for the purposes contemplated under this Agreement (including Section 8.2) or related to the Program and for no other purpose;
- (b) not disclose or provide access to any Confidential Information to any Person without the Disclosing Party's written consent except as necessary to perform its obligations under this Agreement; provided that the Recipient may disclose Confidential Information to:
 - (i) those employees and agents to the extent required to enable them to perform their duties in accordance with this Agreement, provided that they agree to maintain the confidentiality of the Confidential Information; and
 - (ii) as permitted under, and in accordance with, Sections 8.2(c) and 8.2(d), below;
- (c) take commercially reasonable precautions, at least as great as the precautions it takes to protect its own Confidential Information, to protect the Disclosing Party's Confidential Information in the Receiving Party's possession or control and to prevent such Confidential Information from either being accessed, disclosed, distributed, duplicated, destroyed or used in violation of this Agreement.

7.3 **Disclosure Required by Law.** Notwithstanding Section 7.2, a Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by Law, provided that: (a) the Receiving Party gives Disclosing Party prompt written notice of the proposed disclosure and the reason for the proposed disclosure; (b) the Receiving Party provides the Disclosing Party with reasonable assistance and, if possible, reasonable time to oppose the proposed disclosure; and (c) to the extent disclosure is still required by Law, the Receiving Party takes reasonable steps to make the disclosure on a confidential basis.

ARTICLE 8 INTELLECTUAL PROPERTY

- 8.1 **Ownership.** Except as provided herein, no Intellectual Property Rights are granted or transferred under this Agreement. As between RCO and the Municipality, all Intellectual Property Rights in data and information generated or collected by or for the Municipality, whether or not provided to RCO, in the course of the Municipality's performance of its obligations under this Agreement will belong to the Municipality.
- 8.2 **License, Data and Information.** With respect to all information disclosed to RCO by the Municipality under this Agreement ("**Disclosed Information**"), the Municipality hereby grants a non-exclusive, irrevocable, worldwide, royalty-free license in perpetuity to:
- (a) use and modify the Disclosed Information for the purposes of administering the parties rights and responsibilities under this Agreement;
 - (b) use, modify and combine Disclosed Information with other information for the purposes of evaluating the performance of the Program;
 - (c) provide Disclosed Information that RCO has:
 - (i) aggregated with other information of RCO and other Program Participants; and
 - (ii) cleaned of detail that specifically attributes information to the Municipality

("**Aggregated and Cleaned Information**")

to MOE for the purposes of complying with RCO's obligations under the Program Funding Agreement; and
 - (d) provide Aggregated and Cleaned Information to the public for the purposes of describing the Program and its effect.
- 8.3 **Use of Marks.** During the Term of this Agreement, and subject to the terms and conditions of this Agreement, RCO's trademarks, trade name, colours and logos, including those specific to the Phase2 program (the "**Marks**") may be used by the Municipality for purposes of acknowledging the support provided by RCO under this Agreement, provided that:
- (a) all such use is strictly in accordance with any instructions or standards specified from time to time by RCO;
 - (b) the Municipality obtains RCO's prior approval of all uses of the Marks, including approval of proposed copy, layouts, drafts or other mock-ups incorporating the Marks.

The Municipality will not claim, use, display, reproduce or apply to register, record or appropriate any trademark, trade name, colour, logo or other identifier that incorporates, reproduces, is confusing with, is derived from, or is based on the Marks, or assist, permit or encourage any other person or entity to do so.

ARTICLE 9 RISK MANAGEMENT

- 9.1 **Indemnity.** The Municipality hereby agrees to indemnify and hold harmless RCO and its members, directors, officers, employees, representatives and agents (the "**Indemnified Parties**") from and against any and all liability, loss, costs, damages and expenses (including legal, expert

and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Municipality's participation in the Program or otherwise in connection with this Agreement, unless solely caused by the negligence or wilful misconduct of any of the Indemnified Parties.

- 9.2 **Limitation of Liability.** Subject to RCO's payment obligations hereunder, the Indemnified Parties shall not be liable to the Municipality or any of the Municipality's officials, officers, employees, agents, subcontractors or representatives for any costs, losses, claims, liabilities and damages howsoever caused (including any incidental, indirect, special or consequential damages, injury or any loss of use or profit) arising out of or in any way related to the Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

ARTICLE 10 FORCE MAJEURE

- 10.1 **Force Majeure.** Subject to Section 10.2, "Force Majeure" means an event that: is beyond the reasonable control of a Party; and makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances. Force Majeure may include includes without limitation: infectious diseases, war, riots and civil disorder; storm, flood, earthquake and other severely adverse weather conditions; lawful act by a public authority; and strikes, lockouts and other labour actions.
- 10.2 **Exclusions.** Force Majeure shall not include: (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or (b) any event that a diligent Party could reasonably have been expected to: (i) take into account at the time of the execution of the Agreement; and (ii) avoid or overcome in the carrying out of its obligations under the Agreement.
- 10.3 **Failure to Fulfil Obligations.** Subject to Section 12.4(e), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

ARTICLE 11 DISPUTE RESOLUTION

- 11.1 **Negotiation.** Any dispute among the Parties arising out of or in connection with this Agreement will first be attempted to be resolved by the Parties through good faith negotiations and in connection therewith, any Party may request in writing that any other Party meet and commence such negotiations within a reasonable period of time (which shall in any event be no later than 30 days after such request is made). If within 30 days after commencement of the negotiations (or the date on which negotiations were to commence in accordance with the written request, if the other Party declines to negotiate), the dispute has not been resolved, any Party may, by notice in writing to the other Party, refer the matter to arbitration in accordance with the provisions set out below.
- 11.2 **Arbitration.** Any dispute which has been referred to arbitration will be determined by arbitration in accordance with the *Arbitrations Act* (Ontario). There will be a single arbitrator who will have qualifications relevant and suitable to the issue in dispute, and will be disinterested in the dispute and will be impartial with respect to all parties thereto. The arbitrator will be selected by agreement of the Parties, provided that if no such agreement is reached within 30 days, the arbitrator shall be appointed by a court on application of the Parties. The determination of the

arbitrator will be final and binding upon the Parties. Each Party will bear its own costs in connection with the arbitration, subject to the power of the arbitrator to award costs. The arbitrator will have the discretionary authority to grant specific performance, rectification, injunctions and other equitable relief as may be requested by a Party including interim preservation orders and any Party may, before or after an arbitration has commenced, apply for interim relief, including injunctive relief. The arbitrator(s) will not have the power to award any damages in excess of the limits set forth in or excluded under the limitations of liability provided in this Agreement. Any order of an arbitrator may be entered with a court of competent jurisdiction for the purposes of enforcement. The place of arbitration will be Toronto, Ontario. All aspects of the arbitration will be kept confidential.

ARTICLE 12 TERM AND TERMINATION

- 12.1 **Term.** This Agreement commences on the Effective Date and continues until February 4, 2016, unless otherwise terminated in accordance with this Agreement (the "Term").
- 12.2 **Program Termination.** RCO may terminate this Agreement by providing notice in writing to the Municipality in the event that the Province terminates the Program Funding Agreement for any reason. RCO will use reasonable efforts to provide the Municipality with such prior notice of termination as is reasonably practicable in the circumstances.
- 12.3 **Consequences of Program Termination.** In the event that RCO terminates this Agreement in accordance with Section 12.2, RCO may immediately cease making Reimbursements under this Agreement, including for any outstanding Reimbursement Claims from the Municipality, even if such Reimbursement Claims were delivered in accordance with this Agreement prior to the date of termination of the Agreement.
- 12.4 **Events of Default.** The following constitute "Events of Default" under this Agreement:
- (a) the material breach by a Party of its obligations under this Agreement, provided that such breach is not remedied within 30 days of notice of the breach by the non-breaching party, or such longer period as the non-breaching period may specify in such notice;
 - (b) any representation of a Party under this Agreement being or becoming untrue in any material respect;
 - (c) a condition in Section 2.2 ceasing to be satisfied;
 - (d) an Insolvency Event with respect to a Party; or
 - (e) an event of Force Majeure that continues for 60 or more consecutive days.
- 12.5 **Remedies of RCO.** Upon the occurrence of an Event of Default by the Municipality, RCO may, in addition to any rights it may otherwise have at law:
- (a) suspend the payment of Reimbursements;
 - (b) demand the repayment by RCO of Reimbursements to the extent they represent an Over-Payment as a result of the Event of Default;
 - (c) set off any amounts owing to the Municipality against claims (including indemnity claims) against the Municipality arising in connection with the Event of Default; or
 - (d) terminate this Agreement by giving notice in writing to the Municipality.

- 12.6 **Remedies of Municipality.** Upon the occurrence of an Event of Default by RCO, the Municipality may, in addition to any rights it may otherwise have at law, terminate this Agreement by giving notice in writing to RCO.
- 12.7 **Effect of Termination.** Subject to Sections 4.8, 12.3 and 12.6, upon the termination or expiry of this Agreement, RCO will pay to the Municipality any outstanding Reimbursements that are due and payable to the Municipality.

ARTICLE 13 GENERAL

- 13.1 **Relationship of Parties.** Nothing contained in this Agreement will create a relationship of principal and agent, employer and employee, partnership or joint venture between the Parties. The Municipality will not make any representation that the Municipality is an agent of RCO or that may reasonably lead any Person to believe that the Municipality is an agent of RCO.
- 13.2 **Parties Only.** Except to the extent expressly provided herein, this Agreement does not grant any rights or remedies to any Person other than the Parties.
- 13.3 **Expenses.** Each Party will pay any expense it incurs in authorizing, executing, and performing this Agreement and any transactions contemplated by it, including any fee and expense of its legal counsel, accountant, or other consultant.
- 13.4 **Further Assurances.** The Parties will execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary, to give full effect to this Agreement and to make this Agreement legally effective, binding, and enforceable as between them and as against third parties.
- 13.5 **Notices.** In this Agreement:
- (a) except to the extent that this Agreement permits or requires a Party to communicate using a Data Management and Information System, any notice or communication required or permitted to be given under the Agreement will be in writing and will be considered to have been given if delivered by hand, transmitted by facsimile transmission or email or mailed by prepaid registered post in Canada, to the address or facsimile transmission number of each Party set out below:

(i) if to Recycling Council of Ontario:

Suite 225, 215 Spadina Avenue
Toronto, Ontario M5T 2C7

Attention: Jo-Anne St. Godard
Email: Joanne@rco.on.ca

(ii) if to the Municipality:

Corp of the City of Sault Ste Marie
128 Sackville Rd
Sault Ste Marie, Ontario, P6B 4T6

Attention: Gary Barnes
Email: g.barnes@cityssm.on.ca

or to such other address, facsimile transmission number or email address as a Party may designate in the manner set out above,

(b) notice or communication will be considered to have been received:

- (i) if delivered by hand during business hours on a Business Day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business on the next Business Day;
- (ii) if sent by facsimile transmission during business hours on a Business Day, upon the sender receiving confirmation of the transmission, and if not transmitted during business hours, upon the commencement of business on the next Business Day provided that sender received confirmation of the transmission;
- (iii) if sent by email on a Business Day during business hours, upon confirmation that the email has been sent, and if not sent during business hours, upon the commencement of the next Business Day, provided that the confirmation that the email has been sent was received; and
- (iv) if mailed by prepaid registered post in Canada, upon the fifth Business Day following posting; except that, in the case of a disruption or an impending or threatened disruption in postal services every notice or communication will be delivered by hand or sent by facsimile or email transmission in accordance with this Section 13.1.

13.6 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and there are no representations or warranties, express or implied, statutory or otherwise and no agreements collateral to this Agreement other than as expressly set out or referred to in this Agreement.

13.7 **Amendment.** This Agreement may be amended or supplemented only by a written agreement signed by each Party and that agreement need not be executed under seal.

13.8 **Waivers.** The failure of a Party to insist upon the strict performance of any term of this Agreement, or to exercise any right or remedy contained in this Agreement, will not be construed as a waiver or a relinquishment by that Party for the future of that term, right, or remedy.

13.9 **Severability.** If any term of this Agreement is determined to be invalid or unenforceable, in whole or in part, the invalidity or unenforceability will attach only to that term or part term, and the remaining part of the term and all other terms of this Agreement will continue in full force and effect. The Parties will negotiate in good faith to agree to a substitute term that will be as close as possible to the intention of any invalid or unenforceable term while being valid and enforceable. The invalidity or unenforceability of any term in any particular jurisdiction will not affect its validity or enforceability in any other jurisdiction where it is valid or enforceable.

13.10 **Survival.** Sections 2.4, 4.7 and 4.8 and Article 5, Article 7, Article 8, Article 9, Article 11, Article 12 and Article 13 will survive the termination or expiry of this Agreement.

13.11 **Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the province of Ontario and federal laws of Canada applicable therein and will be treated in all respects as an Ontario contract.

13.12 **Binding Agreement.** This Agreement will bind and benefit each of the Parties including their respective successors and permitted assigns.

TO EVIDENCE THEIR AGREEMENT each of the Parties has executed this Agreement as of the Effective Date.

RECYCLING COUNCIL OF ONTARIO

By:

Name: Jo-Anne St. Godard
Title: Executive Director

Corp of the City of Sault Ste Marie

By:

Name: **Mayor - Debbie Amaroso**
Title:

By:

Name: **City Clerk - Malcolm White**
Title:

PHASE 2 FUNDING AGREEMENT

**SCHEDULE A
COLLECTION SITE INFORMATION**

1. Collection Site Name: [illegible]

2. Collection Site Address: [illegible]

3. Collection Site Description: [illegible]

**SCHEDULE A
COLLECTION SITE INFORMATION**

SAULT STE MARIE

Depots

Municipality	Location Name	Address	City	Postal Code
Sault Ste Marie	Sault Ste Marie Household Special Waste Facility	115 Industrial Park Crest.	Sault Ste. Marie	P6B 5P3

Events

Municipality	Date	Location	Address	City	Postal Code
Sault Ste Marie	January 13, 2012	Cambrian Mall	44 Great Northern Rd	Sault Ste. Marie	P6B 4Y5

**SCHEDULE B
COLLECTION PERIODS AND RELEVANT DATES**

Round	Collection Period	Last Day to Enter Claims for Collection Period	Payment Dates
Round 1	October 1, 2012 to June 30, 2013	August 2, 2013	November 5, 2013
Round 2	July 1, 2013 to December 31, 2013	February 3, 2014	May 6, 2014
Round 3	January 1, 2014 to June 30, 2014	August 4, 2014	November 5, 2014
Round 4	July 1, 2014 to December 31, 2014	February 2, 2015	May 5, 2015
Round 5	January 1, 2015 to June 30, 2015	August 4, 2015	November 4, 2015
Round 6	July 1, 2015 to September 30, 2015	November 2, 2015	February 3, 2016

SCHEDULE C
SELECTED HOUSEHOLD HAZARDOUS WASTES AND REQUIREMENTS FOR PROPER
MANAGEMENT OF SAME

Selected Household Hazardous Wastes	Specific Requirements for Proper Management of Selected Household Hazardous Wastes
Rechargeable batteries, excluding batteries from vehicles and industrial stationary batteries (i.e., consumer-type portable rechargeable batteries that weigh 5 kilograms or less, are used in household and IC&I applications, and excluding vehicle batteries and industrial stationary batteries)	Wastes are destined for a waste recovery facility
Portable fire extinguishers (i.e., portable devices, carried or on wheels and operated by hand, containing an extinguishing agent that can be expelled under pressure to suppress or extinguish a fire)	Wastes are destined for a waste recovery facility
Fluorescent light bulbs and tubes (i.e., low pressure mercury electric discharge source in which a fluorescing coating transforms ultra violet energy generated by the mercury discharge into visible light (includes only those tubes or bulbs that are designed to be removed by the user))	Wastes are destined for a waste recovery facility Collection system, including collection locations, the actions of generators and collection site operators, and the transportation system ensure that the fluorescent bulbs and tubes remain whole and unbroken
Mercury-containing devices, including switches (i.e., devices that open or close an electrical circuit or a liquid or gas valve), thermostats (i.e., devices that use a mercury switch to sense and control room temperature via heating, ventilation and air conditioning), thermometers (i.e., instrument for measuring temperature using a glass tube with a mercury bulb that rises and expands in the tube with temperature increase), barometers and other measuring devices (i.e., flow meters, manometers, hydrometers, sphygmomanometers, and hygrometers)	Wastes are destined for a waste recovery facility
Pharmaceuticals (i.e., all drugs as defined in section 2 of the Food and Drugs Act (Canada) without regard to paragraph (c), including prescription and over the counter drugs and "Natural Health Products", as defined in section 1 of the Natural Health Products Regulations (Canada))	Wastes are destined for a facility approved by the MOE, or proper authority in other jurisdictions, and, that has all other necessary approvals to treat these wastes
Sharps and syringes (i.e., needles, syringes and lancets used in the administration of healthcare)	Wastes are destined for a facility approved by the MOE, or proper authority in other jurisdictions, and, that has all other necessary approvals to treat these wastes

**SCHEDULE D
ELIGIBLE ACTIVITIES**

Only the following activities, when undertaken in respect of the Proper Management of Eligible Wastes, are Eligible Activities for the purposes of the Agreement:

- Collection activities related to: receiving, identifying, sorting, storing, packing, and manifesting of Selected Household Hazardous Wastes at depots, collection events, and via Toxic Taxi;
 - Marketing activities undertaken and materials developed by the Municipality to notify the public of depot, special event, and Toxic Taxi services related to the Proper Management of the Selected Household Hazardous Wastes. These marketing activities/materials may include, for example: materials published on websites, flyers and advertisements that provide information on hours, location, acceptable items and any restrictions related to the Selected Household Hazardous Wastes being collected by the Municipality such as quantity or condition;
 - Administration activities such as Municipality staff time related to: tracking and reporting for the purposes of the Program; tendering and managing contracts for the purposes of properly managing the Selected Household Hazardous Wastes; and responding to public inquiries related to the management of Selected Household Hazardous Wastes; and
 - the following post-collection activities related to the Selected Household Hazardous Wastes:
 - storage of the collected Selected Household Hazardous Wastes;
 - handling of Selected Household Hazardous Wastes, including packaging for shipment;
 - transportation costs for Selected Household Hazardous Wastes including those costs related to loading and unloading, containers and packing materials;
 - staging of the Selected Household Hazardous Wastes including costs related to repacking and bulking;
 - processing costs for the Selected Household Hazardous Wastes including recycling of the Selected Household Hazardous Wastes; and
-
- disposal of non-recyclable and residual Selected Household Hazardous Wastes.

Without limiting the foregoing, the following activities are not eligible for reimbursement:

- related to the Selected Household Hazardous Wastes that are not accepted free of charge by the Participating Municipality;
- for which the Participating Municipality is reimbursed from other sources;
- costs that are paid by someone other than the Participating Municipality;
- related to the activities of an Industry Funding Organization;
- related to insurance;

- related to capital (i.e., costs related to the construction of storage facilities, or capital depreciation of municipal depots);
 - related to equipment, vehicle, building and property maintenance costs;
 - related to public education and awareness activities;
 - related to research and development activities; and
 - related to financial incentives.
-

SCHEDULE E
SUPPORTING INFORMATION REQUIREMENTS

The following information must be provided to RCO:

- On-line data submission:
 - Municipal contract information and rates for the Eligible Waste (step 1)
 - Confirmation of the materials collected and source of those materials (step 2)
 - Municipal service population (step 3)
 - Administration details (step 4)
 - Post collection information (step 5)

All data is to be entered on-line through the Phase 2 data entry portal

- Program costs:
 - Completion of the HHW Program Information Spreadsheet (Schedule F)

SCHEDULE F
Estimated Annual Administration and Marketing Reimbursements

We have preliminary reviewed the information you provided in the HHW Program Information Spreadsheet and have used this information determined your eligible annual estimated reimbursement amounts for the Administration and Marketing activities related to the proper management of Phase 2 materials.

Please be aware that RCO will be undertaking a detailed audit of all claims submitted, including HHW Program costs. Even though your costs have been reviewed they may be subject to further verification with requests for documentation to support the cost amounts claimed.

It is the responsibility of the municipality to amend this schedule as necessary. Unless you request that your Schedule F be amended to reflect a change in costs for your HHW program, the annual administration and marketing costs will be used to calculate reimbursements for each funding round until the end of the Phase 2 program. We must receive your amended spreadsheet for review no later than 60 days before the end of any funding round.

Sand Site, Martin - HHW Program Costs

Personnel Costs

Item	Details	Total Cost (\$)	% Attributable to HHW Program	Total HHW Program Cost	Phase 2 Reimbursement (2% of Total HHW Program Costs)
Personnel Costs (include Event Staff time here as well)					
OPERATION/PERSONNEL COST	WAGES FOR HHW STAFF AT DEPOT-3 FULL-TIME STAFF	\$106,270.00	100.00%	106270	\$2,125.40
OPERATION/PERSONNEL COST	WAGES FOR HHW STAFF AT DEPOT-1 PART-TIME STAFF	\$1,688.96	100.00%	1688.96	\$33.78
OPERATION/PERSONNEL COST	WAGES FOR HHW STAFF SUPERVISING AT EVENT-8 HRS	\$404.24	50.00%	202.12	\$4.04
OPERATION/PERSONNEL COST	WAGES FOR HHW 1 FULL-TIME STAFF AT EVENT - 8 HRS	\$241.28	100.00%	241.28	\$4.83
MANAGER 1	APPROXIMATELY 50%	\$91,984.60	50.00%	45992.3	\$919.85
MANAGER 2	APPROXIMATELY 20%	\$70,865.60	20.00%	14173.12	\$283.46
TOTAL Personnel Costs				168557.28	\$3,371.18

Item	Details	Total Cost (\$)	% Attributable to HHW Program	Total HHW Program Cost	Phase 2 Reimbursement (2% of Total HHW Program Costs)
Direct Costs of Material Management					
RENTAL	OFFICE TRAILER FOR LUNCH ROOM	\$3,114.28	100.00%	3114.28	\$62.29
OPERATING SUPPLIES	SAFETY GLASSES/GLOVES/BAGGIES/GARBAGE BAGS	\$4,484.91	100.00%	4484.91	\$89.70
OPERATING SUPPLIES	BATTERIES/FLOOR DRY ETC.			0	\$0.00
OPERATING SUPPLIES	COVERALLS	\$1,608.02	100.00%	1608.02	\$32.16
TOTAL Direct Costs				9207.21	\$184.14

Item	Details	Total Cost (\$)	% Attributable to HHW Program	Total HHW Program Cost	Phase 2 Reimbursement (2% of Total HHW Program Costs)
Indirect Costs of Material Management					
GARBAGE FROM COLLECTION SITE	COST OF DUMPING CONTAINERS AND BIN RENTAL	\$1,500.00	100.00%	1500	\$30.00
TENDERING CONTRACTS	STAFF TIME	\$5,200.00	100.00%	5200	\$104.00
OFFICE SUPPLIES-DEPOT	office supplies - consumables	\$200.00	100.00%	100	\$2.00
HEALTH AND SAFETY TRAINING COST	TRAINING COURSE FOR DEPOT STAFF	\$3,000.00	100.00%	5000	\$100.00
TOTAL Indirect Costs				11800	\$236.00

Item	Details	Total Cost (\$)	% Attributable to HHW Program	Total HHW Program Cost	Phase 2 Reimbursement (2% of Total HHW Program Costs)
Marketing Costs					
ADVERTISING	Equivalent of 8.2% of one STAFF MEMBER	\$11,232.28	70.00%	7862.596	\$157.25
CALENDARS	8 PAGES OF 16 PAGES	\$3,367.40	50.00%	1683.7	\$33.67
PRINT MATERIAL	FLYERS	\$500.00	100.00%	500	\$10.00
EVENT ADVERTISING	TV /RADIO/NEWS PAPER	\$3,500.00	100.00%	3500	\$70.00
Total Marketing Costs				13546.296	\$270.93

Utilities Costs

Item	Details	Total Cost (\$)	% Attributable to HHW Program	Total HHW Program Cost	
Utilities Costs					
ELECTRICAL COST	COST FOR ALL BUILDINGS AT HHW SITE	\$1,887.78	100.00%	3887.78	NA
DEPOT TELEPHONE/COMPUTER	YEARLY COST	\$306.72	100.00%	306.72	NA
INSURANCE	LIABILITY INSURANCE (total premium)	1,300,000.00	0.50%	6500	NA
PUBLIC AWARENESS AND EDUCATION	SCHOOL AND SMALL BUSINESS	\$1,000.00	100.00%	1000	NA
HH WASTE VEHICLE	FUEL	\$1,500.00	100.00%	1500	NA
Total Utilities Costs				19194.5	NA

TOTAL HHW PROGRAM COSTS					\$26,906.22
--------------------------------	--	--	--	--	--------------------

Total annual administrative costs (2% for Phase 3 applied)					\$538.12
--	--	--	--	--	-----------------

Total annual program monitoring costs (2% for Phase 3 applied)					\$538.12
--	--	--	--	--	-----------------

Date Reviewed:
March 19, 2013

Reviewed by:
David Neilson
Technical Manager
Recycling Council of Ontario
215 Spadina Ave. Suite 225
Toronto, ON, M5T 2C7
Tel: 1-800-323-1351 ext. 203

* Please be aware that RCO will be undertaking a detailed audit of all claims submitted, including HHW Program costs. Even though your costs have been reviewed they may be subject to further verification with requests for documentation to support the cost amounts claimed.

**SCHEDULE G
REIMBURSEMENT CLAIM VERIFICATION PROTOCOL**

Upon request from RCO staff a Municipality must provide the following information, either electronically or through an on-site visit:

- A copy of the Service Provider contract showing unit costs for recycling and/or disposal
- A copy of all shipping documents associated with the shipment that is subject to verification

RCO staff will then review the Reimbursement Claim and Supporting Documents provided by the Municipality. The Municipality will be advised, in writing, of any adjustments to the Reimbursement Claim;

If the Municipality does not agree with the RCO reassessment of the reimbursement Claim then Article 11 of the attached contract will be followed

**SCHEDULE H
CLAIMS EXCEED FUNDS PROTOCOL**

RCO's primary goal is to reimburse Municipalities 100 per cent of eligible costs in each of the Collection Periods. At the end of each Collection Period if the Reimbursement Claims exceed the available funding, RCO will prioritize payments in the following order on a prorated basis if required:

First Priority: post-collection cost reimbursement

Second Priority: administration cost reimbursement

Third Priority: eligible marketing (eligible P&E) cost reimbursement

The order of priority is to best serve municipalities' interest. RCO recognizes that post-collection claims' reimbursement has the highest importance for the municipalities and should be given first priority.

RCO will notify the Province and participating municipalities within 30 days of the Claim Deadline if it has reason to believe that applications from participating municipalities may exceed the funding available in that Round.

10(b)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-114

AGREEMENT: (LE-110) A by-law to authorize the execution of an agreement between the City and Cesare Mincone and Pia Mincone for the use of a portion of 441 Korah Road as a turn around for municipal purposes.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c.25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an Agreement in the form of Schedule "A" attached and dated the 24th day of June, 2013 and made between the City and Cesare Mincone and Pia Mincone for the use of a portion of 441 Korah Road, Sault Ste. Marie, Ontario as a turn around for municipal purposes, as well as any documents required to register the agreement on title, if necessary.

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 24th day of June, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2013\2013-114 EXECUTION OF MINCONE TURNAROUND AGREEMENT.DOC

NOTICE

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.

CITY SOLICITOR

TURN AROUND AGREEMENT

THIS AGREEMENT made this 24th day of June, 2013

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")

OF THE FIRST PART

AND

CESARE MINCONE and PIA MINCONE

("Mincone")

OF THE SECOND PART

WHEREAS Mincone is the registered owner of the lands and premises described as PIN 31589-0101(LT) being Pt Sec 35 Korah, as in T441189, Sault Ste. Marie, known municipally as 441 Korah Road, Sault Ste. Marie, Ontario (the "Mincone Lands");

AND WHEREAS Mincone made an application to the Committee of Adjustment of the City of Sault Ste. Marie (the "C of A"), specifically Application No. B20/12-(1-71)-55-5102-R3 (the "Application") which sought the C of A's consent to sever the Mincone Lands into two separate lots, described herein as follows:

Retained Lot: Pt Sec 35 Korah shown as Pt 1 on Plan 1R-12347; Sault Ste. Marie being Part of PIN 31589-0101(LT); and

Severed Lot: Pt Sec 35 Korah shown as Pts 2 to 5 inclusive on Plan 1R-12347; Sault Ste. Marie being Part of PIN 31589-0101(LT)

AND WHEREAS the C of A heard the Application on August 22, 2012 and approved the aforesaid Application, subject to various conditions, one of which required Mincone to provide turn around space on the Severed Lot (the "Turn Around"), the design, location and construction of which Turn Around shall be to the satisfaction of the Commissioner of Public Works and Transportation, for the City's Public Works and Transportation operations and maintenance vehicles at no cost to the City;

AND WHEREAS the Commissioner of Public Works and Transportation has approved the design, construction and location of the said Turn Around within the Severed Lot, specifically Pt 3 on Plan 1R-12347 (the "Subject Property") in the location as shown on the Site Plan attached as *Schedule "A"* to this Agreement, and the Site Servicing & Grading Plan attached as *Schedule "B"* to this Agreement (*Schedules "A" and "B"* collectively referred to herein as the "Cairns Engineering Drawings");

AND WHEREAS Mincone desires to enter into a Turn Around Agreement with the City in accordance with the decision of the C of A made on August 22, 2012;

NOW THEREFORE in consideration of the rents, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. Mincone shall construct the aforesaid Turn Around at the location and in accordance with the design specifications as set forth in the Cairns Engineering Drawings at Mincone's sole cost, liability and expense by October 1, 2013.

2. The parties hereto acknowledge and agree that all matters related to the construction of the Turn Around are the responsibility of Mincone. At no time shall the City be responsible for any matters related to the construction of the Turn Around, and Mincone shall indemnify and save harmless the City from any costs, liability and expenses incurred by the City that may result from the construction of the aforesaid Turn Around.
3. The parties hereto acknowledge and agree that in the event that Mincone fails to construct the aforesaid Turn Around in accordance with paragraph 1 herein, to which the City's Commissioner of Public Works and Transportation shall be the sole judge, the City may enter upon the Severed Lot and proceed to supply all materials and do all the necessary works in connection with the construction of the aforesaid Turn Around at the sole cost, liability and expense of Mincone, who shall forthwith pay the same upon demand by the City. It is understood and agreed between the parties hereto that such entry upon the Severed Lot shall be as an agent for Mincone and shall not be deemed for any purpose whatsoever to be an acceptance or assumption of the costs or liability associated with the construction of the aforesaid Turn Around by the City.
4. Mincone grants the City permission to use the Subject Property, in the location as shown on the Cairns Engineering Drawings, as a Turnaround for the City's Public Works and Transportation operations, maintenance and waste vehicles and any and all other vehicles operated by the City, its employees, servants, agents, contractors and subcontractors for municipal purposes at no cost to the City.
5. The City shall not obstruct Mincone's access and egress to and from the dwelling and accessory buildings to be constructed on Pt 2 of Plan 1R-12347, in the location as shown on the Cairns Engineering Drawings.
6. This Turn Around Agreement shall be in effect for a term of one (1) year commencing on June 24, 2013 and terminating on June 30, 2014, and annually thereafter (the "Term"), unless cancelled in writing by the City prior to May 1st in any succeeding year.
7. The City agrees to save harmless Mincone from and against all claims, demands, losses, costs, damages, actions, suits, or other proceedings, by whomsoever made, sustained, brought or prosecuted in any manner, based upon, occasioned by or attributable to any injury or damage arising or resulting from any act or omission of the City, its servants or agents in using or occupying the Subject Property during the Term.
8. The City will ensure that the Subject Property and surrounding area is left in good, clean condition and free of winter refuse at the end of each winter season during the Term.
9. Mincone shall repair, maintain and upkeep the Severed Lot, inclusive of the Subject Property and Turn Around at his sole cost, liability and expense until such time as the construction of the Turn Around is complete in accordance with paragraphs 1 and 3 to this Agreement, at which time:
 - a. the City shall repair, maintain and upkeep the Turn Around; and
 - b. Mincone shall repair, maintain and upkeep the balance of the Subject Property and Severed Lot.
10. Mincone agrees not to erect any building, structure or fence on the Subject Property, and further agrees to remove any chattel from the Subject Property which would impede or otherwise prevent the City from using the Subject Property as described herein.
11. Mincone agrees and acknowledges that this Agreement shall bind Mincone's heirs, personal representatives, successors and assigns.

12. Mincone consents to the registration of this Agreement on title to Part 3 of Plan 1R-12347 now being Part of PIN 31589- (LT) formerly Part of PIN 31589-0101(LT). The City shall pay all costs associated with such registration.

IN WITNESS WHEREOF the parties hereto have signed this Agreement this 24th day of June, 2013.

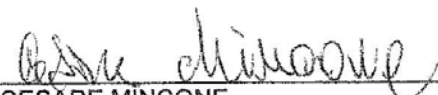
**THE CORPORATION OF THE CITY OF SAULT STE.
MARIE**

MAYOR – DEBBIE AMAROSO

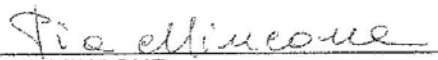
CITY CLERK – MALCOLM WHITE

(We have authority to bind the Corporation.)





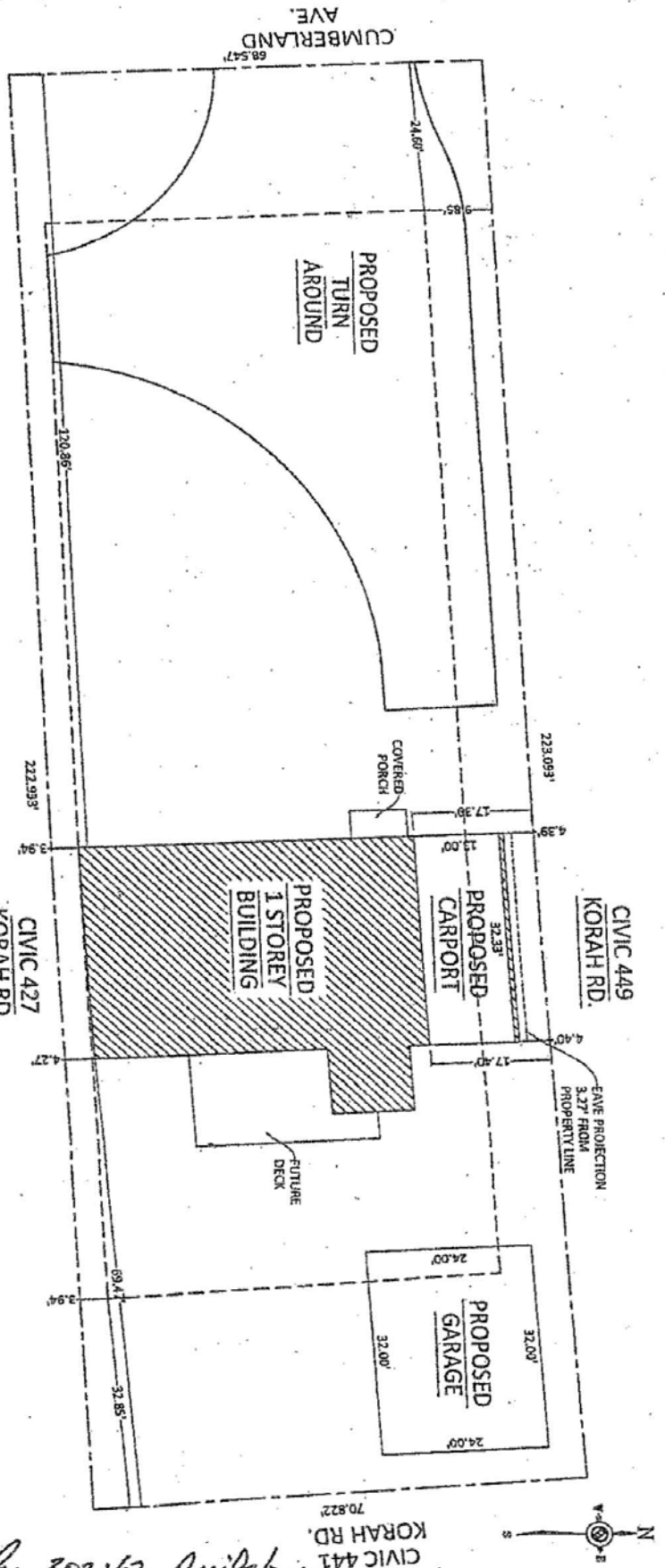
CESARE MINCONE



PIA MINCONE

SCHEDULE "A" to Agreement between The Corporation of the City of Sault Ste. Marie (the "City") and Cesare Mincone and Pia Mincone ("Mincone") dated June 24, 2013

10(b)



SITE PLAN - CIVIC # TO BE DETERMINED
SCALE: 1" = 20'-0"

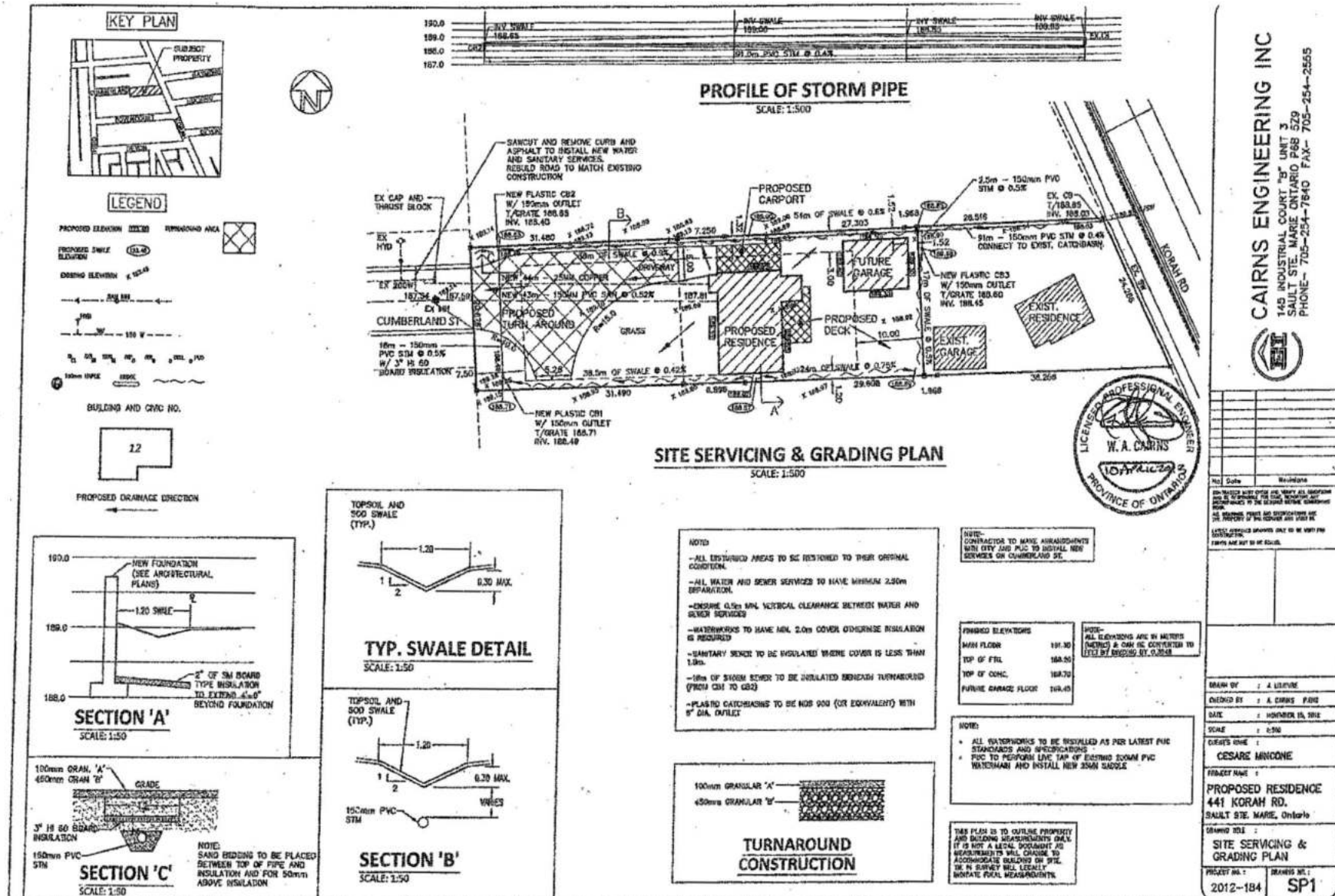
NOTE: THIS IS NOT A LEGAL ENGINEERING SERVICE. THIS PLAN IS TO OUTLINE PROPERTY LINES AND BUILDING MEASUREMENTS ONLY. IT IS NOT A LEGAL DOCUMENT. A LEGAL ENGINEER WOULD PROVIDE EXACT BUILDING LOCATION AND DIMENSIONS.

PROJECT TITLE: CUMBERLAND - CESARE		ADDRESS: CIVIC # 7.D.D., SAULT STE. MARIE, ON	
DRAWING TITLE: CIVIC # TO BE DETERMINED			
PROJECT No: 2012-184	DRAWN BY: A. HAMMOND	CHECKED BY: P. DECLERCK	CHECKED BY: M. MILLAR
DRAWING No: SP1	SCALE: 1" = 20'-0"	DATE: MAR 2013	

CAIRNS ENGINEERING
145 INDUSTRIAL COURT "B" UNIT
SAULT STE. MARIE, ONTARIO P1
PHONE- 705-254-7640 FAX-701

10(b)

SCHEDULE "B" to Agreement between The Corporation of the City of Sault Ste. Marie (the "City") and Cesare Mincone and Pia Mincone ("Mincone") dated June 24, 2013



10(c)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-119

AGREEMENTS: (C3.6) A by-law to authorize an agreement between the City and Avery Construction Ltd. for the construction of the Heritage Discovery Centre.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A" hereto available for viewing in the Clerks Department dated the 24th day of June, 2013 and made between the City and Avery Construction Ltd. for the construction of the Heritage Discovery Centre.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

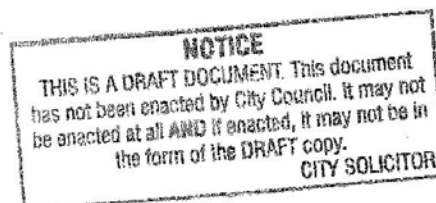
This by-law takes effect on the day of its final passing.

PASSED in open Council this 24th day of June, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

cf/staff/by-laws/2013/2013-119/Agreement Heritage Discovery Centre



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-115

AGREEMENT: (P1.13) A by-law to authorize the execution of an agreement between the City and MMM Group, in association with Kresin Engineering to perform preliminary design services for three priority cycling routes and cost estimation services, at an estimated cost of Thirty Five Thousand (\$35,000.00) Dollars.

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 an agreement in the form of Schedule "A" attached hereto and dated the 5th day of June, 2013 and made between the City and MMM Group, in association with Kresin Engineering to perform preliminary design services for three priority cycling routes and cost estimation services, at an estimated cost of Thirty Five Thousand (\$35,000.00) Dollars.

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 24th day of June, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

NOTICE THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy. CITY SOLICITOR



MMM Group Limited
582 Lancaster Street West
Kitchener, ON Canada N2K 1M3
t: 519.743.8777 | f: 519.743.8778
www.mmm.ca

June 05, 2013

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

Re: Proposal for Priority Cycling Routes Preliminary Design Study

Dear Mr. McConnell,

As requested MMM Group (MMM) is pleased to submit the following proposal for your consideration. We understand that the City would like to conduct investigations of three key cycling routes, and prepare preliminary designs and cost estimates to a sufficient level of detail to inform future detailed design, approvals and ultimately construction. This proposal provides a brief description of our project team, our proposed work plan and fees.

1.0 Project Team

For this assignment the following MMM staff will complete the work, and will be assisted by Kresin Engineering (Kresin). MMM and Kresin previously worked together on the development of the Hub Trail, and for this assignment, Kresin will assist with the development of construction cost estimates using their extensive knowledge of the local construction industry.

Jay Cranstone, B.Sc., M.L.Arch., OALA, CSLA. *Jay will be the Project Manager for this study and be your day-to-day contact.*

Jay is a Senior Landscape Architect, an Associate with MMM Group, and a key member of MMM's Active Transportation Planning and Design team. An avid cyclist for nearly 30 years, Jay first became interested in trail, bicycle system and Active Transportation planning and design in the mid 1990's. Since that time he has taken part in over 80 bicycle system, trail, Active Transportation and pedestrian planning and design assignments in 7 provinces across the country, ranging in size and complexity from regional-scale master plans to the design of individual route segments. Clients include municipal and provincial government, conservation authorities, non-profit trail organizations, land developers and private industry.



Locally, Jay assisted with some of the design components for the Hub Trail and also was Project Manager on the Signage Plan for the Hub Trail in 2011. In 2012 he was the part of the MMM project team for the Lake Huron North Channel Cycling Route Study.

Dave McLaughlin MES, MCIP, RPP.

Dave has over 20 years of experience in the transportation and land use planning fields. He is a Partner of the firm and one of our leading specialists in active and sustainable transportation including pedestrian, bikeway and trail planning and design, plus transportation demand management (TDM) strategy and program development. Dave is a full member of the Institute of Transportation Engineers, a member of ITE's Pedestrian and Bicycle Council and a member of the Association of Pedestrian and Bicycle Professionals (APBP). He is active in promoting Active Transportation and TDM strategies, particularly pedestrian and cycling friendly community design in Ontario as well as strategies to encourage people to combine walking and cycling trips with public transit. Currently, Dave has a key role in the development of Ontario Traffic Manual (OTM) Book 18-Bikeway Design and the 2013 Update to the Ministry of Transportation's Bikeway Design Guidelines. Dave has "cutting edge" expertise in Active Transportation facility design and in particular the application of innovative design solutions for challenging locations.

Locally, Dave had a role in the development of the City's Cycling Master Plan, and more recently was the Project Manager for the Lake Huron North Channel Cycling Route Study.

Jim Dowell, P.Eng.

Jim has 40 years of experience in highway and municipal roadway planning, preliminary design and environmental assessment projects. Jim has considerable experience in the planning and design of municipal roadway and recreational pathway systems as well as in the preparation of design guidelines for the Ministry of Transportation Ontario and the Transportation Association of Canada including:

- Consultant Project Manager for the 2013 update to the Ministry of Transportation's 1996 Ontario Bikeways Planning and Design Guidelines. Upon completion this update will reflect the current state of knowledge and best practices in terms of bikeway planning and facility design and will inform and provide guidance to Ministry staff;
- A major rewrite of the TAC Geometric Design Guide (1999) for which he was the Chapter Manager for the "Bikeways" chapter among other chapters;
- Presenter and Facilitator for the Transportation Association of Canada's two day Urban Geometric Design Workshops that included an extensive module on Vulnerable Road Users focussing in a large part on cyclists and pedestrian but also discussed seniors, persons with disabilities and children;
- McCormick Rankin Corporation, on behalf of the Ministry, was carrying out the updates for Chapters A, Introduction; Chapter D, Alignment; Chapter E, Intersections; Chapter F, Interchanges; and Chapter J, Miscellaneous for the 1986 Geometric Design Standards for Ontario Highways. Jim was responsible for Chapters A, E and J.



2.0 Work Plan

We have developed the following brief work plan based on our phone conversation earlier this week. We will refine this program through further discussions with you regarding the study areas, the deliverables and the project budget.

Review Background Information

We will have further discussions with you regarding the three corridors, and review background information you provide for each. Using the base GIS/CAD information you provide, we will develop our base drawings for the project. In addition we will confirm the format for the deliverables with you.

Desktop Study

We will undertake a desktop exercise to examine each of the corridors and develop some preliminary recommendations in advance of conducting our field work investigations.

Field Investigations

Over a period of several days we will conduct a field review of the corridors and refine the preliminary recommendations based on the results of our review. We will arrange to meet with you as needed during this time to discuss our findings and various options for implementation.

Develop Draft Preliminary Design Recommendations and Cost Estimates

Following our field investigations we will develop the draft Preliminary Design and cost estimates. The Preliminary Design will illustrate key elements including, but not limited to:

- Facility type and details as required
- Signage
- Additional property requirements
- Areas where more detailed information will be need to be collected as part of the detailed design process.

Meeting to Review The Preliminary Design Recommendations and Cost Estimates

We will meet with you to review the Preliminary Design Recommendations and discuss comments that you have assembled. As we work through the process we will determine if this meeting will be conducted by teleconference or at your office.

Finalize Preliminary Design Recommendations and Cost Estimates

Based on our discussions we will finalize the Preliminary Design and provide you with hard copy and electronic (e.g. GIS/CAD and PDF) versions of the final product for your review and use.



3.0 Assumptions

In preparing our proposal we have made the following key assumptions:

- The City will provide our team with
 - the most current GIS or CAD base mapping of the area with current aerial imagery, property fabric and lands in public ownership included;
 - the most current traffic information where available (e.g. traffic volumes, commercial vehicle percentages, vehicle operating speeds, collision history, operational concerns etc.); and
 - any recent relevant benchmark unit cost information to help inform the development of cost estimates for construction.
- You (or your designate) will act as the City's representative for this project and as such will be responsible for collecting any comments on our work from other City departments as required.

4.0 Fees and Schedule

We propose to undertake this work for a fixed fee of \$35,000.00 including disbursements. HST is additional. We understand that this work needs to be completed by the end of August 2013 so that you can develop your capital budget for 2014. We are available immediately and have the necessary staff resources to complete the work by that time.

5.0 Summary

Thank you for the opportunity to submit this proposal for your consideration. We are very eager to undertake this work for the City, and would be pleased to discuss our proposal in further detail with you, should you have any questions regarding our approach.

Your endorsement on the following page will serve as authorization to proceed with this assignment as described above. If you have any questions or require further information please contact me at your earliest convenience.

10(d)



We look forward to your reply.

Yours truly,
MMM Group Limited

A handwritten signature in black ink, appearing to be 'Jay Cranstone', written over a horizontal line.

Jay Cranstone, B.Sc., MLA, OALA, CSLA
Senior Landscape Architect
582 Lancaster Street West
Kitchener, Ontario N2K 1M3
t: 519-743-6625 ext. 2336 | cranstonej@mmm.ca

Accepted by:
City of Sault Ste. Marie

Name (Please Print)

Title (Please Print)

Signature

Date

	CORE STUDY TEAM						HOURS, DISBURSEMENTS & FEES		
	Jay Cranston M.L. Arch. OALA, CSLA	Dave McLaughlin M.E.S. MOIP, RPP	Jim Dowell P. Eng.	Mike Kresin P. Eng.	Technical 1 (MMM)	Technical 2 (Kresin)	Staff Time (hours)	Disbursements	Total Fees
Phase 2 - Understanding the Resources									
1. Review Background Information	2.0	2.0	0.0	2.0	0.0	0.0	6.0	\$0.00	\$960.00
2. Desktop Study	7.5	7.5	4.0	4.0	7.5	0.0	30.5	\$0.00	\$4,297.50
3. Field Investigations	18.0	18.0	0.0	12.0	0.0	0.0	48.0	\$1,950.00	\$9,870.00
4. Develop Draft Preliminary Design Recommendations and Cost Estimates	12.5	5.0	5.0	7.5	52.5	12.5	95.0	\$350.00	\$10,212.50
5. Meeting To Review The Preliminary Design Recommendations and Cost Estimates	6.0	4.0	2.0	2.0	0.0	0.0	14.0	\$0.00	\$2,280.00
6. Finalize Preliminary Design Recommendations and Cost Estimates	12.0	5.0	2.0	7.5	28.0	7.5	62.0	\$350.00	\$7,380.00
									\$35,000.00
Total Hours	58.0	41.5	13.0	35.0	88.0	20.0	255.5	\$2,650.00	
Percent Responsibility	23%	16%	5%	14%	34%	8%	100%		
Hourly Rate	\$180	\$180	\$120	\$120	\$85	\$60			
Cost	\$10,440.00	\$7,470.00	\$1,560.00	\$4,200.00	\$7,480.00	\$1,200.00	Total (NO HST)		\$35,000.00
							HST		\$4,550.00
							Total Cost		\$39,550.00

Priority Cycling
Routes Preliminary
Design Study

Fees Schedule
(June 17, 2013)



10(p)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-116

AGREEMENT: (P1.13) A by-law to authorize the execution of an agreement between the City and Stem Engineering Group Incorporated to perform design and cost estimation services for the design of a connecting spoke from the Finnish Rest Home Property to the Fort Creek Hub Trail at an estimated cost of Thirteen Thousand Four Hundred (\$13,400.00) Dollars.

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 an agreement in the form of Schedule "A" attached hereto and dated the 11th day of June, 2013 and made between the City and STEM Engineering Group Incorporated to perform design and cost estimation services for the design of a connecting spoke from the Finnish Rest Home Property to the Fort Creek Hub Trail at an estimated cost of Thirteen Thousand Four Hundred (\$13,400.00) Dollars.

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 24th day of June, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

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**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

**MEMORANDUM OF AGREEMENT dated the 11th day of June
A. D. 2013**

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

STEM ENGINEERING GROUP INCORPORATED

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to perform the following: field survey, engineering design and contract administration to produce contract documents, and construction general review for a Hub trail connecting link.

HEREINAFTER called the 'Project' and has requested the Consultant to furnish professional services in connection therewith;

Connecting link to be from North Street on Ontario Finnish Resthome Association (OFRA) property, through OFRA property to Sault Ste. Marie Regional Conservation Authority's Fort Creek Dam and Reservoir property, then continuing to parking area adjacent to Fort Creek Dam.

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS

1.01 Retainer

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

1.02 Services

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

1.03 Compensation

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.

1.04 Staff and Methods

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

1.05 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the client indemnifies the Consultant for unauthorized use of the documents and deliverables.

1.06 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be considered as Intellectual Property and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

1.07 Records and Audit

- (a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.
- (b) The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

- (c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.08 Changes and Alterations and Additional Services

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3. In the event the client delays the project the consultant shall have the right to renegotiate the agreement.

1.09 Suspension or Termination

Either party may, at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3 for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

1.10 Indemnification

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client within this project.

1.11 Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant and its employees for the Client's damages.

(a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$5,000,000 per occurrence and in the aggregate for general liability and \$5,000,000 for automobile insurance. When requested, the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

(b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$1,000,000 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

(c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

1.12 Contracting for Construction

Neither the Consultant, nor any person, firm nor corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.13 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.14 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Consultant will be in accordance with Section 1.23.1 (c).

1.17 Sub-Consultants

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

1.18 Inspection

The client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the client.

1.21 Dispute Resolution

- (a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the parties.
- (d) The provisions of The Arbitration's Act, R.S.O., 1991, Chapter 17, as amended shall apply.

1.22 Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the Client, and where payment is calculated on a time basis, the Consultant shall provide, for approval by the Client:

- (a) An estimate of the total fees to be paid for the Services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior written approval, from the Client for any of the following changes:

- (a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- (b) Any change in the schedule of progress which results in a longer period than provided in Subsection 1.23.1 (b).
- (c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 Additional Conditions

Electronic Data Files and CAD Files:

The Consultant will deliver to the Client (electronically or on tangible electronic storage media or otherwise) certain CAD files or electronic data files (the "Files") prepared by the Consultant solely for its own use. It is acknowledged that due to the nature of such electronic "Files", information contained therein could inadvertently be altered or erased by any person having access to them. Therefore, the Consultant gives no warranty or condition to the Client with respect to the "Files" and the data contained therein. The "Files" will not be stamped, certified or signed by the Consultant. Any use of the "Files" by the Client will be at the sole risk of the Client.

ARTICLE 2 – SERVICES

2.01 Services to be provided by Consultant

Refer to Appendix 1- Engineering Estimate

ARTICLE 3 – FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

(a) **Payroll Cost**

Payroll Cost is defined as hourly salary plus payroll burden.

- (i) The following formula shall be used to calculate the hourly salary for the billing purposes. Hourly salary equals:

$$\frac{\text{Annual Salary}}{\text{Hours per week} \times 52 \times .85}$$

- (ii) Payroll burden equals fringe benefits expressed as a percentage of salary that provides for health and medical insurance, group life and disability insurance, company and Canada pension employer contribution, Workers' Compensation and Unemployment Insurance, but excludes bonuses or profit sharing. For the purposes of this agreement payroll burden is 12.4 %.

(b) **Cost of the Work:**

- (i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- (ii) Wherever the client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- (iii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- (iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- (v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

(c) **Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Time Basis

The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be as follows:

- (a) Principals and Executives on normal assignments \$130.00 per hour. This rate will be reviewed annually and adjusted accordingly.
- (b) Staff on normal assignments - Payroll Cost plus 100%.
- (c) Principals, Executives and staff rendering individual services on assignments for which they are eminently qualified and for which they require little or no assistance including providing expert testimony and attendance at hearings or courts - \$160.00 per hour.

(d) **Services During Construction**

- (i) For all services, except for staff full-time continuously on site:
 - a) Principals and Executives on Normal assignments\$130.00 per hour.

This rate will be reviewed annually and adjusted accordingly.

b) Other Staff: Payroll Cost Plus 100%.

(ii) For site staff working full time continuously.... Payroll Cost plus 70%.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the consultant may from time to time seek approval from the client to adjust hourly rates and such approval shall not be unreasonably withheld.

Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

3.2.2 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.

3.2.2.1 Information Technology and Reprographic (ITR) Expenses.

Costs incurred by the Consultant shall be reimbursed at a standard charge rate of \$10.00 per labour hour expended. The assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The ITR charge shall also include all regular in-house convenience copying and printing. Cost for reproducing specifications and drawing sets shall not be included in this rate. (see above).

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

(a) Monthly Payment

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented, by the Client upon receipt. Interest at the annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

(b) The Consultant reserves the right, without penalty, to discontinue services in the event of non-payment.

(c) If the project is abandoned or delayed for any reason beyond the Consultant's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses.

3.4 Fee Estimate

Estimated Fees are contained in Appendix 1. The rates used in the estimates are representative of the type of individual who will perform the work, but the actual rates will be billed as per Article 3.

SIGNED, SEALED AND DELIVERED

in the presence of:

) _____
) _____
) _____
) _____
) _____

STEM ENGINEERING

| The signatory shall have the authority to bind the corporation or company for purposes of this agreement



Randy Beltramin, P. Eng.
Principal

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

The signatory shall have the authority to bind the municipality or its agency for purposes of this agreement

MAYOR – Debbie Amoroso

CITY CLERK – Malcolm White

Appendix 1

Engineering Estimate

10(e)

ENGINEERING SERVICES ESTIMATE

Project: Hub Trail Connecting Link
Owner: City of Sault Marie

Project No. 13086
Date: June 4, 2013

		Randy Beltrami [Principal]	Andrew Barnebey [Project Manager]	Mike Blair [Designer]	Jeremy Guzzo [Designer]	Total Hours	Total Fees
Hourly Rates [\$]		\$ 130.00	\$ 100.00	\$ 75.00	\$ 45.00		
Survey Services							
1.0	Survey						
1.1	Field Survey			28	12	40	\$ 2,640.00
1.2	Prepare Base Drawing			8		8	\$ 600.00
						0	\$ -
Total Staff Input [hours]		0	0	36	12	48	
Total Fee per Staff [\$]		\$ -	\$ -	\$ 2,700.00	\$ 540.00		\$ 3,240.00
Total Cost for Survey Services		\$ -	\$ -	\$ 2,700.00	\$ 540.00	48	\$ 3,240.00
Engineering Services							
2.0	Engineering						
2.1	Prepare Contract Drawings [2 drawings]			80		80	\$ 6,000.00
2.2	Engineering Design/ Project Management		16			16	\$ 1,600.00
2.3	Engineering Review/ Project Management	4	4			8	\$ 920.00
						0	\$ -
Total Staff Input [hours]		4	20	80	0	104	
Total Fee per Staff [\$]		\$ 520.00	\$ 2,000.00	\$ 6,000.00	\$ -		\$ 8,520.00
Field Services							
4.0	General Review of Construction						
4.1	General Review		3.0	18.0		21.0	\$ 1,650.00
Total Staff Input [hours]		0.0	3.0	18.0	0.0	21.0	
Total Fee per Staff [\$]		\$ -	\$ 300.00	\$ 1,350.00	\$ -		\$ 1,650.00
Project Totals		\$ 520.00	\$ 2,300.00	\$ 10,050.00	\$ 540.00	\$ 48.00	\$ 13,410.00

Estimated By: Andrew Barnebey

Fees to be billed on an hourly basis not to exceed \$15,000.00 without re-negotiation of contract.

Estimate above for reference only.

10(f)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-121

AGREEMENT: (LE-102) A by-law to authorize a Licence Agreement between the City, Loplops and the Downtown Association to permit five (5) Patio Pods on five (5) separate portions of City owned lands on Queen Street East, Sault Ste. Marie.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, C. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a Licence to Occupy City Property Agreement dated June 24, 2013, and made between the City, Loplops and the Downtown Association to permit five (5) Patio Pods on five (5) separate portions of City owned lands on Queen Street East, Sault Ste. Marie.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

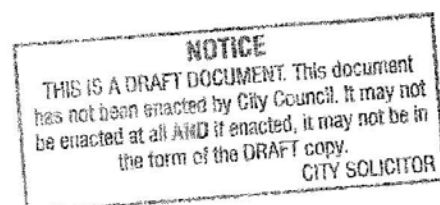
This by-law takes effect on the day of its final passing.

PASSED in open Council this 24th day of June, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

cf LEGAL\STAFF\BYLAWS\2013\2013-121 LICENCE AGREEMENT LOPLOPS RE DOWNTOWN DAYS.DOC



LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this 24th day of June, 2013.

BETWEEN:

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE
(herein referred to as the "City")

- and -

LOPLOPS
(herein referred to as the "Licencee")

- and -

DOWNTOWN ASSOCIATION
(herein also referred to as the "Licencee")

The City grants to the Licencees the right to occupy the property of the City ("the City Property") identified as five (5) separate portions of land on Queen Street East, Sault Ste. Marie, specifically as shown and identified on Schedule "A" attached to this Licence to Occupy City Property

This licence is subject to the conditions set out in Schedule "B" attached.

In this Licence "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.

This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED

Date: _____

LOPLOPS

Name: _____

Person Signing
on behalf of Loplops

** I have authority to bind Loplops*

Date: _____

DOWNTOWN ASSOCIATION

Name: _____

Person Signing on behalf of the
Downtown Association

** I have authority to bind the
Downtown Association*

Date: _____

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

MAYOR DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE
WE HAVE THE AUTHORITY TO BIND
THE CORPORATION

10(f)

**SCHEDULE "A" TO
LICENCE TO OCCUPY CITY PROPERTY**

City Property

The following programming and structures are permitted to be set up and/or conducted at the following locations on City Property:

1. Heritage Block on Queen Street East.
 - a) Classic Cars
 - b) Sidewalk Sales
 - c) Parade Float to be decorated
 - d) Band
 - e) One Pop Up Patio located in the vicinity of 740 Queen Street East of the size twenty (20) feet by twenty (20) feet ("Pop Up Patio");
2. Square One on Queen Street East.
 - a) Yoga/Pilates Demonstrations
 - b) Sidewalk Sales
 - c) Parade Float to be decorated
 - d) Band
 - e) Pop Up Patio;
3. Square Two on Queen Street East.
 - a) Pop Up Patio located in the vicinity of 555 Queen Street East
 - b) Sidewalk Sales
 - c) Square Dancing, picnic tables, hay and a caller;
4. Square Three on Queen Street East.
 - a) Pop Up Patio located in the vicinity of the Downtown Association
 - b) Sidewalk Sales
 - c) Band
 - d) Arturo's Food Truck
 - e) A large art canvass
 - f) Children's activities;
5. Square Four on Queen Street East.
 - a) Pop Up Patio located in the vicinity of Fabricland
 - b) Photo booth
 - c) Band
 - d) Sidewalk Sales
 - e) Dancers in the vicinity of Mann Florist
 - f) Pop Up Patio located in the vicinity of Summit Church;
6. Square Five on Queen Street.
 - a) Band
 - b) Sidewalk Sales
 - c) Dunk Booth
 - d) Roller Derby Girls.

10(f)

SCHEDULE "B"
LICENCE TO OCCUPY CITY PROPERTY

This Licence is subject to the following conditions:

1. The City hereby grants Loplops permission to set up five (5) tent structures, each of the size twenty (20) feet by twenty (20) feet ("Pop Up Patios") on July 18, 2013 as part of Downtown Days, on Queen Street East, Sault Ste. Marie, Ontario, at the locations identified in Schedule "A" to this Licence Agreement ("City Property"), and subject to the following time schedules for July 18, 2013:
 - a. between the hours of 6:00 p.m. to 7:00 p.m., Loplops may set up the Pop Up Patios;
 - b. between the hours of 6:30 p.m. and 10:30 p.m., Loplops may serve alcoholic beverages; and
 - c. between the hours of 10:00 p.m. and 11:00 p.m., Loplops shall promptly remove the Pop Up Patios from City Property, and complete all necessary clean-up activities at their sole cost and expense.
 2. Loplops shall ensure the following conditions are complied with regarding the Pop Up Patios, specifically:
 - a. all Pop Up Patios, and fencing shall not impede egress or access from or to a structure;
 - b. the Pop Up Patios shall not exceed overall occupant numbers as listed on the Loplops' liquor license; and
 - c. all Pop Up Patios shall be equipped with a portable fire extinguisher with a minimum 2A10BC rating and all staff for the Pop Up Patios shall be trained in their use.
 3. The above is collectively referred to as the "Pop Up Patio Event" for the purpose of this Licence Agreement. The City further hereby grants permission to the Downtown Association to set up and conduct the programming specifically enumerated in Schedule "A" to this Licence Agreement on July 18, 2013 as part of Downtown Days on Queen Street East, Sault Ste. Marie, Ontario at the locations identified in Schedule "A" to this Licence Agreement ("City Property") and subject to the following schedule for July 18, 2013:

-set up and conduct of programming from 6:00 p.m. to 10:30 p.m.
- The above is collectively referred to as the "Downtown Programming" for the purpose of this Licence Agreement.
4. Loplops represents and warrants that it is the holder of a valid catering endorsement attached to its sales licence. Loplops further represents and warrants that it has submitted a written form of notification of the Pop Up Patios Event to the Alcohol and Gaming Commission of Ontario ("AGCO"), Algoma Public Health, the City Fire Department, the City Police Department and the City Building Department as required under Ontario Regulation 719, made under the *Liquor Licence Act*. Loplops is presently awaiting the AGCO's approval for the "Pop Up Patios Event".
 5. Loplops represents and warrants that it shall provide and serve alcohol for the Pop Up Patios Event if approved by the AGCO. The Downtown Association represents and warrants that it is the sponsor for the Pop Up Patios Event.
 6. Prior to the commencement of the Pop Up Patios Event, Loplops shall provide the City with written confirmation by facsimile or email from the AGCO that Loplops has received approval for the Pop Up Patios Event. In the event that such confirmation of approval has not been received by the City by noon on July 17, 2013, the Licensees acknowledge and agree that the Pop Up Patios Event shall not proceed on July 18, 2013 and this Licence Agreement is hereby terminated as it pertains to the Pop Up Patios Event. Such written confirmation shall be sent as follows:

Melanie Borowicz-Sibenik
Assistant City Solicitor
Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1
Tel: (705)759-5403
Fax: (705)759-5405
Email: m.borowiczsibenik@cityssm.on.ca

7. At no time shall the City be responsible for setting up, maintaining, removing or otherwise dealing with the Pop Up Patios or the Pop Up Patios Event. The Licencees shall be responsible for all costs, expenses and liabilities relating to the setup, presence and removal of the tent structures located on City Property. The Licencees shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the Pop Up Patios or the Pop Up Patios Event.
8. Loplops shall have full responsibility to ensure that it has satisfied all liquor licence requirements for the Pop Up Patios Event. At no time shall the City be responsible for any matters related to liquor licence requirements or approvals for the Pop Up Patios Event. Loplops shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Loplops of such liquor licence requirements and/or approvals.
9. All matters related to the Pop Up Patios Event and Downtown Programming are the responsibility of the Licencees. At no time shall the City be responsible for any matters related to the Pop Up Patios Event and Downtown Programming, and the Licencees shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from same.
10. The Licencees shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Pop Up Patios Event and Downtown Programming, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencees with such Laws, By-Laws, Rules and Regulations.
11. The Licencees shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the Pop Up Patios Event and Downtown Programming.
12. The Licencees shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Pop Up Patios Event and Downtown Programming, the intent being that the City shall be at no risk or expense to which it would not have been put had the Pop Up Patios Event and/or Downtown Programming not occurred.
13. The Licencees shall not assign, transfer or make any other disposition of this Licence Agreement, or of the rights conferred thereby, without the prior written consent of the City.
14. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of Queen Street East, such that removal of any portion or the entirety of the Pop Up Patios Event and/or Downtown Programming is required, the Licencees shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Pop Up Patios Event and/or Downtown Programming to its condition prior to such access by the City and/or emergency personnel.
15. The Pop Up Patios Event shall terminate at 10:30 p.m. on July 18, 2013. Commencing at 10:00 p.m. on July 18, 2013, Loplops shall commence the removal of the Pop Up Patios from City Property and complete all necessary clean-up activities at their sole cost and expense by the hour of 11:00 p.m. on July 18, 2013, and leave the City property in a condition satisfactory to the City; provided that if the required clean-up activities are not completed and/or the Pop Up Patios are not removed by the Loplops by 11:00 p.m. on July 18, 2013, the City may complete such clean up and removal of the Pop Up Patios as it deems necessary at the expense and risk of the Loplops.
16. The Downtown Programming shall terminate at 10:30 p.m. on July 18, 2013. At 10:30 p.m., the Downtown Association shall promptly remove the Downtown Programming and complete all necessary cleanup activities at their sole cost and expense by the hour of 11:00 p.m. on July 18, 2013 and leave the City property in a condition satisfactory to the City, provided that if the required cleanup activities are not completed and/or the Downtown Programming is not removed by the Downtown Association by 11:00 p.m. on July 18, 2013, the City may complete such

10(f)

cleanup and removal of the Downtown Programming as it deems necessary at the expense and risk of the Downtown Association.

17. This Licence Agreement shall terminate at 11:00 p.m. on July 18, 2013. The provisions of paragraphs 7-12 inclusive and paragraphs 15 and 16 of this Licence Agreement survive the termination of this Licence Agreement.
18. The Licencees will not use or permit the use of the City Property for any purpose other than the purpose herein set out, namely the Pop Up Patios Event and Downtown Programming. No buildings or other structures will be erected on the City Property.
19. The Licencees shall keep in force during the term of this Licence Agreement, property damage insurance and personal injury insurance against claims for bodily injury, death or property damage occurring on the City Property in an amount not less than Five Million (\$5,000,00.00) Dollars and name the City as "Additional Insured" to same. Proof of said insurance shall be filed with the Legal Department of the City of Sault Ste. Marie prior to July 18, 2013.

10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-122

AGREEMENT: (LE-122) A by-law to authorize the execution of an agreement between the City and Sandra and Kenneth Belanger to permit the Belangers to utilize their lands for a storage shed and above ground swimming pool while still protecting the City Easement and the City's right of access to the property.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c.25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an Agreement in the form of Schedule "A" attached and dated the 24th day of June, 2013 and made between the City and Sandra and Kenneth Belanger to permit the Belangers to utilize their lands for a storage shed and above ground swimming pool while still protecting the City Easement and the City's right of access to the property. The Mayor and the City Clerk are also hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to any documents required to register the agreement on title, if necessary.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

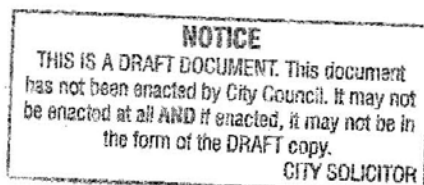
This by-law takes effect on the day of its final passing.

PASSED in open Council this 24th day of June, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2013\2013-122 EXECUTION OF BELANGER AGREEMENT.DOC



AGREEMENT made this 24th day of June, 2013.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")

AND

SANDRA BELANGER AND KENNETH BELANGER

(the "Belangers")

WHEREAS the Belangers are the registered owners in fee simple in possession of three (3) parcels of land described firstly as Parcel 91-1, Section 1M509; Block 91, Parcel 1M509, Tarentorus, Sault Ste. Marie under PIN 31513-0091 (LT); secondly as Parcel Plan-1, Section 1M538, Block 19, Parcel 1M538 Tarentorus; S/T LT231450, Sault Ste. Marie, under PIN 31513-0183 (LT); and thirdly as Parcel Plan-1, Section 1M547, Lot 11, Plan 1M547 Tarentorus; S/T LT239221, Sault Ste. Marie under PIN 31513-0195 (LT) (the "Belanger Lands"), which Belanger Lands are shaded on the map attached as *Schedule "A"* to this Agreement;

AND WHEREAS a Storm Sewer Easement in favour of the City was registered on title to a portion of the Belanger Lands, namely Instrument 231450, registered on title to the lands described under PIN 31513-0183 (LT) on November 15, 2000 and Instrument 239221 registered on title to the lands described under PIN 31513-0195 (LT) on June 13, 2002 (the Lands collective referred to herein as the "Subject Property" and the Registered Instruments collectively referred to herein as the "City Easement"), copies of which City Easement are appended as *Schedule "B"* to this Agreement;

AND WHEREAS the Belangers have requested the City's permission to construct a 10'X10' storage shed and a 24'X24' above ground swimming pool (collectively referred to herein as "the Structures") on the Subject Property at the location as shown on the diagram attached as *Schedule "C"* to this Agreement;

AND WHEREAS the City is prepared to grant the Belangers permission to construct the Structures on the Subject Property, subject to the terms and conditions set forth herein;

NOW THEREFORE in consideration of the rents, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. The City hereby grants permission to the Belangers to construct the Structures at the proposed locations on the Subject Property as set out in the diagram appended as *Schedule "C"* to this Agreement.
2. The Belangers acknowledge and agree that the 10'X10' storage shed shall be constructed on blocks and that no foundation shall be poured in relation to the aforesaid storage shed.

3. The Belangers acknowledge and agree that there shall be no excavating of the Subject Property in the installation and/or construction of the Structures.
4. The Belangers acknowledge and agree that this Agreement in no way interferes with or alters the rights and easement granted to the City in the City Easement. The Belangers further acknowledge and agree that this Agreement in no way confers any rights or benefits of the City Easement to the Belangers and that the City Easement remains the right and easement of the City.
5. In the event that the City requires access to any portion of the Subject Property to exercise the City's rights under the City Easement, which shall be at the City's sole discretion, the Belangers shall forthwith provide such access to the City and the Belangers shall further remove any portion or the entirety of the Structures as the City determines is necessary at the Belangers' sole liability and expense.
6. In the event that the Belangers fail to comply with its obligations under paragraph 5 above, the Belangers acknowledge and agree that the City may, at its sole discretion, forthwith enter upon the Subject Property and remove any portion or the entirety of the Structures and any costs incurred by the City herein shall be payable by the Belangers to the City immediately upon demand by the City.
7. In the event that the City exercises its rights under paragraphs 5 or 6 of this Agreement, the parties acknowledge and agree that the City shall in no way be responsible for restoring the Structures or the Subject Property to its condition prior to such access and/or the removal of a portion or the entirety of the Structures by the City, but rather the responsibility, liabilities and costs for such restoration of the Structures and/or the Subject Property shall rest with the Belangers.
8. The Belangers shall not do or cause to be done, any action which would damage, waste, disfigure, or injure the City Easement or any part thereof. Any such action by the Belangers or their contractors, subcontractors, employees, consultants, agents or other persons for whom the Belangers are responsible in law, in relation to or in connection with any matters under this Agreement shall be the financial responsibility of the Belangers to repair. The Belangers further agree that the City shall immediately undertake all work that the City, in its sole view, deems necessary to repair the City Easement. Any costs incurred by the City to repair the City Easement as set out in this paragraph shall be payable by the Belangers immediately upon demand by the City.
9. The Belangers shall not install any other structures on the Subject Property,

other than as set out in this Agreement or otherwise consented to by the City in writing.

10. The Belangers shall assume full responsibility for all activities, costs and expenses related directly or indirectly to the construction, installation, movement, removal or dismantling of the Structures or any other matters arising directly or indirectly from this Agreement. The parties hereto acknowledge and agree that it is the intention of this Agreement that the City shall be at no risk or expense to which it would not have been put had the aforesaid Structures not been constructed or installed on the Subject Property.
11. The Belangers agrees to defend, indemnify and save harmless the City and their respective councilors, officials, officers, directors, employees, consultants, agents, successors, contractors and assigns, or any of them, from any actions, causes of actions, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings (including without limitation those relating to environmental, work place safety and insurance compensation, and occupational health and safety matters) made or brought against or suffered by or imposed upon all or any of them or their respective property in respect of any loss or damage to property, personal injury or death or any other losses of any nature or other relief to any person or property directly or indirectly arising out of or resulting from or sustained by reason of any act, error, default, failure, fault, neglect, negligence, omission or wrong doing of the Belangers, its directors, officers, employees, consultants, subcontractors, agents or other persons for which it is responsible in law or any of them as a result of any activity arising out of or connected with this Agreement.
12. The Belangers shall comply with all laws, by-laws, rules and relations of any governing body respecting the construction, installation, movement, removal or dismantling of the Structures or any other matters arising directly or indirectly from this Agreement and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Belangers with such laws, by-laws, rules and regulations.
13. The Belangers shall not assign, transfer or make any other disposition of this Agreement or of the rights conferred thereby, without the prior written consent of the City.
14. The Belangers consent to the registration of this Agreement on title to the Subject Property, specifically the lands described under PIN 31513-0183 and

10(g)

PIN 31513-0195. The Belangers shall pay the costs incurred by the City to obtain the Property PINS for the Belanger Lands and copies of all instruments registered on title to the Belanger Lands for the preparation of this Agreement. The Belangers shall further pay the costs required for the registration of this Agreement on the title to the Subject Lands.

15. This Agreement constitutes the entire agreement of the parties and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only by written instrument signed by both parties.
16. The provisions of this Agreement shall be binding upon, and enure to the benefit of, the parties and their respective successors and (where applicable) permitted assigns.
17. This Agreement shall be exclusively governed by, and construed in accordance with, the laws of the Province of Ontario, and the federal laws of Canada applicable therein.
18. The parties hereto agree that paragraphs 4, 5, 6, 7, 8, 10, 11 and 12 herein survive the termination of this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

)
)
) SANDRA BELANGER
)
)
) KENNETH BELANGER
)
)
) THE CORPORATION OF THE CITY
) OF SAULT STE. MARIE
)
) MAYOR DEBBIE AMAROSO
)
) CITY CLERK – MALCOLM WHITE
)
) WE HAVE THE AUTHORITY TO
) BIND THE CORPORATION

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Schedule "A"

1



Schedule "B"

10(g)

Province of Ontario Transfer/Deed of Land Form 1 - Land Registration Reform Act		Do Process Software Ltd., (416) 322-6111 milstorm.ca	
231450 CERTIFICATE OF RECEIPT RECEVUSSE ALGOMA (06) SAULT STE. MARIE 00 11 15 11 22		(1) Registry ☐ Land Titles ☒ (2) Page 1 of 3 pages A (3) Property Identifier(s) Block Property Additional: See Schedule ☐ (4) Consideration ONE Dollars \$ 1.00 (5) Description This is a: Property Division ☐ Property Consolidation ☐ FIRSTLY: Part of Parcel Plan 1, Section 1M- 536 being part of Lot 18 and Part of Block 19, Plan 1M- 536 shown as Parts 1 and 2 on Plan 1R- 10153 SECONDLY: Parcel 12497 Algoma West Section 161N4 PART OF LOT 53 RCP 4-751 10153 City of Sault Ste. Marie, District of Algoma	
(6) This Document Contains (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒ (7) Interest/Estate Transferred Easement ☒		(8) Transferor(s) The transferor hereby transfers the land to the transferee Additional: See Schedule ☐	
Name(s) MILLCREEK HEIGHTS SUBDIVISION LTD. Signature(s) Per: <u>David Ruscio</u> Name: David Ruscio Title: Secretary Date of Signature Y M D 2000 10 18 I have authority to bind the Corporation.		(9) Spouse(s) of Transferor(s) I hereby consent to this transaction Signature(s) Date of Signature Y M D	
(10) Transferor(s) Address for Service 1085 McNabb Street, Sault Ste. Marie, Ontario, P6B 2A1		(11) Transferee(s) Date of Birth Y M D THE CORPORATION OF THE CITY OF SAULT STE. MARIE	
(12) Transferee(s) Address for Service P.O. Box 580, Sault Ste. Marie, Ontario, P6A 5N1		(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act. Date of Signature Y M D Signature Signature Date of Signature Y M D	
(14) Solicitor for Transferee(s) I have investigated the title to this land and to adjoining land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50 (22) (c) (i) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing. Date of Signature Y M D Signature Signature Date of Signature Y M D		(15) Assessment Roll Number of Property Cty. Mun. Map Sub Par. Not Assigned	
(16) Municipal Address of Property Not Assigned		(17) Document Prepared by: Robert W. Paciocco KELLEHER, LAIDLAW, PACIOCCO, MELVILLE 421 Bay Street, Suite 604, Sault Ste. Marie, Ontario, P6A 1X3	
(18) Fees and Tax Registration Fee \$50.00 Land Transfer Tax N/A Total		(19) Document Prepared by: Robert W. Paciocco KELLEHER, LAIDLAW, PACIOCCO, MELVILLE 421 Bay Street, Suite 604, Sault Ste. Marie, Ontario, P6A 1X3	

Document prepared using The eSurrender

10(g)



millstorm.s

Additional Property Identifier(s) and/or Other Information

CONDITIONS OF STORM SEWER EASEMENT

1. The Transferor does hereby grant, convey and transfer unto the Transferee its successors and assigns the exclusive right, liberty, privilege and easement in, over, along and upon, under and through the lands of the Transferor described in Box 5 of the Transfer to which this Schedule is annexed to construct, install, operate, maintain, inspect, alter, remove, replace, reconstruct, enlarge and repair on, in and under the said lands, mains and pipes for storm sewers including all pipes, mains, conduits, connections, valves, apparatus, appliances, manholes, catchbasins and fixtures necessary or incidental thereto and for every such purpose and for all purposes necessary or incidental to the exercise of the rights hereby created, the Transferee shall have access to the said land at all times by its servants, agents, contractors and its or their vehicles, supplies and equipment.
2. The Transferor shall have the right to fully use and enjoy the land subject always to and so as not to interfere with the rights and easements hereby granted to the Transferee.
3. The Transferee covenants to fill in all excavations and as far as practicable restore the surface to the same condition as prior to the commencement of construction or any subsequent work thereon.
4. The Transferor covenants with the Transferee that it has the right to convey the said Easement to the Transferee and that it will execute such further assurances of the said land in respect of this grant as may be requisite.
5. The rights and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the land and this grant including all the covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the successors in title and assigns of the parties hereto.

FOR OFFICIAL
USE ONLY

10(9)

where Ltd. • (416) 322-6111 Page 3 Affidavit of Residence and of Value of the Consideration
Form 1 - Land Transfer Tax Act
IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Firstly: Part of Parcel Plan 1, Section 1M-522
being part of Lot 18 and Part of Block 19, Plan 1M-522 shown as Parts 1 and 2 on Plan 1R-45-204-1075 & 1
Secondly: Parcel 12497 Algoma West Section, City of Sault Ste. Marie, District of Algoma Lot 52 H-731
BY (print names of all transferees in full) Miller Creek Heights Subdivision Ltd.

TO (see instruction 1 and print names of all transferees in full) The Corporation Of The City Of Sault Ste. Marie

1. (see instruction 2 and print name(s) in full) LORIE A. BOTTOS

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)
☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
☐ (c) A transferee named in the above-described conveyance;
☒ (d) The authorized agent or solicitor acting in this transaction for (insert name(s) of principal(s)) The Corporation Of The City Of Sault Ste. Marie

☐ (e) The President, Vice-President, Manager, Secretary, Director or Treasurer authorized to act for (insert name(s) of corporation(s))
☐ (f) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) who is my spouse described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. To be completed where the value of the consideration for the conveyance exceeds \$400,000.
I have read and considered the definition of "single family residences" set out in clause 1(1)(4) of the Act. The land conveyed in the above-described conveyance
☐ contains at least one and not more than two single family residences. Note: Clause 2(1)(4) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.
☐ does not contain a single family residence.
☐ contains more than two single family residences. (see instruction 3)

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) None

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:
(a) Monies paid or to be paid in cash \$ 1.00
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price) \$ Nil
(ii) Given back to vendor \$ Nil
(c) Property transferred in exchange (detail below) \$ Nil
(d) Securities transferred to the value of (detail below) \$ Nil
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject \$ Nil
(f) Other valuable consideration subject to land transfer tax (detail below) \$ Nil
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f)) \$ 1.00 s 1.00
(h) VALUE OF ALL CHATTELS = items of tangible personal property (detail below) \$ Nil
(i) Other consideration for transaction not included in (a) to (h) above \$ Nil
(j) TOTAL CONSIDERATION \$ 1.00

All Blanks
Must Be
Filled In.
Insert "Nil"
Where
Applicable

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 5) N/A
6. If the consideration is nominal, is the land subject to any encumbrance? N/A
7. Other remarks and explanations, if necessary. Transfer of Easement for the purposes of storm sewers.

Sworn before me at the City of Sault Ste. Marie
in the District of Algoma
this 20th day of October
John McHugh LORR00ANN TRAVAGLINI, a
Commissioner, etc., District of Algoma,
for the Corporation of the City of Sault
Ste. Marie.
A Commissioner for taking Affidavits, etc.
Expires July 30, 2002.
Lorie Bottos
LORIE A. BOTTOS
signature

Property Information Record

A. Describe nature of instrument: Transfer/Deed of Land

B. (i) Address of property being conveyed (if available) Not Assigned

(ii) Assessment Roll No. (if available)

C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7)
P.O. Box 589, Sault Ste. Marie, Ontario, P6A 5N1

D. (i) Registration number for last conveyance of property being conveyed (if available)

(ii) Legal description of property conveyed: Same as in D.(i) above. Yes ☐ No ☐ Not known ☐

E. Name(s) and address(es) of each transferee's solicitor
Robert W. Paciocco, KELLEHER, LAIDLAW, PACIOCCO, MELVILLE
421 Bay Street, Suite 604, Sault Ste. Marie, Ontario, P6A 1N3
mlstorm.a

School Tax Support (Voluntary Election) See reverse for explanation
(a) Are all individual transferees Roman Catholic? Yes ☐ No ☐
(b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes ☐ No ☐
(c) Do all individual transferees have French Language Education Rights? Yes ☐ No ☐
(d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes ☐ No ☐
NOTE: As to (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (a) and (b). 04495 (05-25)

For Land Registry Office Use Only
Registration No.
Registration Date
Land Registry Office No.



Transfer/Deed of Land

Do Process Software Ltd. • (416) 322-8111

millstorm2.a

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FOR OFFICE USE ONLY

239221

CERTIFICATE OF RECEIPT
RECEPISSE
ALGOMA (00) SAULT STE. MARIE

11 53

02 06 13

LAND REGISTRAR/REGISTRATEUR

Executions

how

Additional:
See
Schedule

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 3 pages

(3) Property Identifier(s)

Block

Property

Additional:
See
Schedule ☐

(4) Consideration

ONE

Dollars \$ 1.00

(5) Description

This is a: Property Division ☐

Property Consolidation ☐

FIRSTLY: Part of Lot 58, R.C.P. H-731 being Part of the SE 1/4 of Section 29, Township of Tarentorus being Part of Parcel 12497 Algoma West Section shown as Parts 1, 2 and 3 on Plan 1R- 10465
SECONDLY: Part of Parcel Plan 1, Section 1M- 539 being Part of Lot 14 and Part of Lot 15, Plan 1M- 539 shown as Parts 2 and 1 on Plan 1R- 10466
☐ City of Sault Ste. Marie, District of Algoma

(6) This Document Contains

(a) Redescription New Easement Plan/Sketch ☐

(b) Schedule for: Description ☐

Additional Part(s) ☐

Other ☐

(7) Interest/Estate Transferred
EASEMENT

(8) Transferor(s) The transferor hereby transfers the land to the transferee

Name(s)

MILL CREEK HEIGHTS SUBDIVISION LTD.

Signature(s)

Per: David Ruscio

Name: David Ruscio

Title: Secretary

Date of Signature

Y M D

2002 06 11

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction

Name(s)

Signature(s)

Date of Signature

Y M D

(10) Transferor(s) Address for Service

(11) Transferee(s)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Date of Birth

Y M D

(12) Transferee(s) Address for Service

P.O. Box 580, Sault Ste. Marie, Ontario, P6A 5N1

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.

Date of Signature

Y M D

Date of Signature

Y M D

Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.

Name and Address of Solicitor

Signature

Date of Signature

Y M D

(14) Solicitor for Transferee(s) I have investigated the title to this land and to adjoining land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50 (22) (c) (ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Name and Address of Solicitor

Signature

Date of Signature

Y M D

(15) Assessment Roll Number of Property

Cty.

Mun.

Map

Sub.

Par.

Not Assigned

(16) Municipal Address of Property

Not Assigned

(17) Document Prepared by:

ROBERT W. PACIOCCO
LAIDLAW, PACIOCCO, MELVILLE
421 Bay Street, Suite 604,
Sault Ste. Marie, Ontario,
P6A 1X3

Fees and Tax

Registration Fee

\$ 60.00

Land Transfer Tax

21

Total

Document prepared using The Genesys

Additional Property Identifier(s) and/or Other Information

milliforms

CONDITIONS OF STORM SEWER EASEMENT

1. The Transferor does hereby grant, convey and transfer unto the Transferee, its successors and assigns the exclusive right, liberty, privilege and easement in, over, along and upon, under and through the lands of the Transferor described in Box 5 of the Transfer to which this Schedule is annexed to construct, install, operate, maintain, inspect, alter, remove, replace, reconstruct, enlarge and repair on, in and under the said lands, mains and pipes for storm sewers including all pipes, mains, conduits, connections, valves, apparatus, appliances, manholes, catchbasins and fixtures necessary or incidental thereto and for every such purpose and for all purposes necessary or incidental to the exercise of the rights hereby created, the Transferee shall have access to the said land at all times by its servants, agents, contractors and its or their vehicles, supplies and equipment.
2. The Transferor shall have the right to fully use and enjoy the land subject always to and so as not to interfere with the rights and easements hereby granted to the Transferee.
3. The Transferee covenants to fill in all excavations and as far as practicable restore the surface to the same condition as prior to the commencement of construction or any subsequent work thereon.
4. The Transferor covenants with the Transferee that it has the right to convey the said Easement to the Transferee and that it will execute such further assurances of the said land in respect of this grant as may be requisite.
5. The rights and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the land and this grant including all the covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the successors in title and assigns of the parties hereto.

FOR OFFICE
USE ONLY

Refer to all instructions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF

Plan IR-10460

City of Sault Ste. Marie, District of Algoma

By (print names of all transferees in full)

Miller Creek Heights Subdivision Ltd.

Pt. Pel. 124978 AWS, Paris 1.2 & 3

Sec 10-539

City of Sault Ste. Marie, District of Algoma

City of Sault Ste. Marie, District of Algoma

City of Sault Ste. Marie, District of Algoma

TO (see instruction 1 and print names of all transferees in full) The Corporation Of The City Of Sault Ste. Marie

I, (see instruction 2 and print name(s) in full) LORIE BOTTOS

MAKE OATH AND SAY THAT:

1. I am (place a star mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 1)

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☐ (c) A transferee named in the above-described conveyance;
- ☒ (d) The authorized agent or solicitor acting in this transaction for (insert name(s) of solicitor(s))

The Corporation Of The City Of Sault Ste. Marie

described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraph(s))

☐ (e) The President, Vice-President, Manager, Secretary, Director or Treasurer authorized to act for (insert name(s) of corporation(s))

described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraph(s))

☐ (f) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse)

in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000).

I have read and considered the definition of "single family residence" set out in clause 1(1)(a) of the Act. The land conveyed in the above-described conveyance

☐ contains at least one and not more than two single family residences.☐ does not contain a single family residence.☐ contains more than two single family residences. (see instruction 2)

Notar Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance

contains at least one and not more than two single family residences.

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act

and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation"

or a "non-resident person" as set out in the Act. (see instructions 4 and 6) None

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Monies paid or to be paid in cash \$ 1.00

(b) Mortgages (i) Assumed (new principal and interest to be credited against purchase price) \$ Nil

(ii) Given back to vendor \$ Nil

(c) Property transferred in exchange (detail below) \$ Nil

(d) Securities transferred to the value of (detail below) \$ Nil

(e) Liens, legacies, annuities and maintenance charges to which transfer is subject \$ Nil

(f) Other valuable consideration subject to land transfer tax (detail below) \$ Nil

(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO

LAND TRANSFER TAX (total of (a) to (f)) \$ 1.00 \$ 1.00

(h) VALUE OF ALL CHATTELS - items of tangible personal property

(detail Sales Tax is payable on the value of all chattels unless exempt under

the provisions of the "Retail Sales Tax Act", R.S.O. 1980, c. 454, as amended) \$ Nil

(i) Other consideration for transaction not included in (g) or (h) above \$ Nil

(j) TOTAL CONSIDERATION \$ 1.00

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 5)

n/a

6. If the consideration is nominal, is the land subject to any encumbrance? n/a

7. Other remarks and explanations, if necessary. Transfer of Easement for the purposes of storm sewers.

Sworn before me at the City of Sault Ste. Marie

in the District of Algoma

this 12th day of June

2002

A Commissioner for taking Affidavits, etc.

Carol Lynn Spadoni, a Commissioner, etc.

District of Algoma, for Laidlaw, Pichard,

Mehlin, Barilant and Solicitors.

Expires February 1, 2005

LORIE BOTTOS

(signature)

Property Information Record

A. Describe nature of instrument. Transfer/Deed of Land

B. (i) Address of property being conveyed (if available) Not Assigned

(ii) Assessment Roll No. (if available)

C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being

conveyed (see instruction 7)

P.O. Box 580, Sault Ste. Marie, Ontario, P6A 5N1

D. (i) Registration number for last conveyance of property being conveyed (if available)

(ii) Legal description of property conveyed. Same as in D. (i) above. Yes ☐ No ☐ Not known ☒

E. Name(s) and address(es) of each transferee's solicitor

ROBERT W. PACIOCCO, LAIDLAW, PACIOCCO, MELVILLE

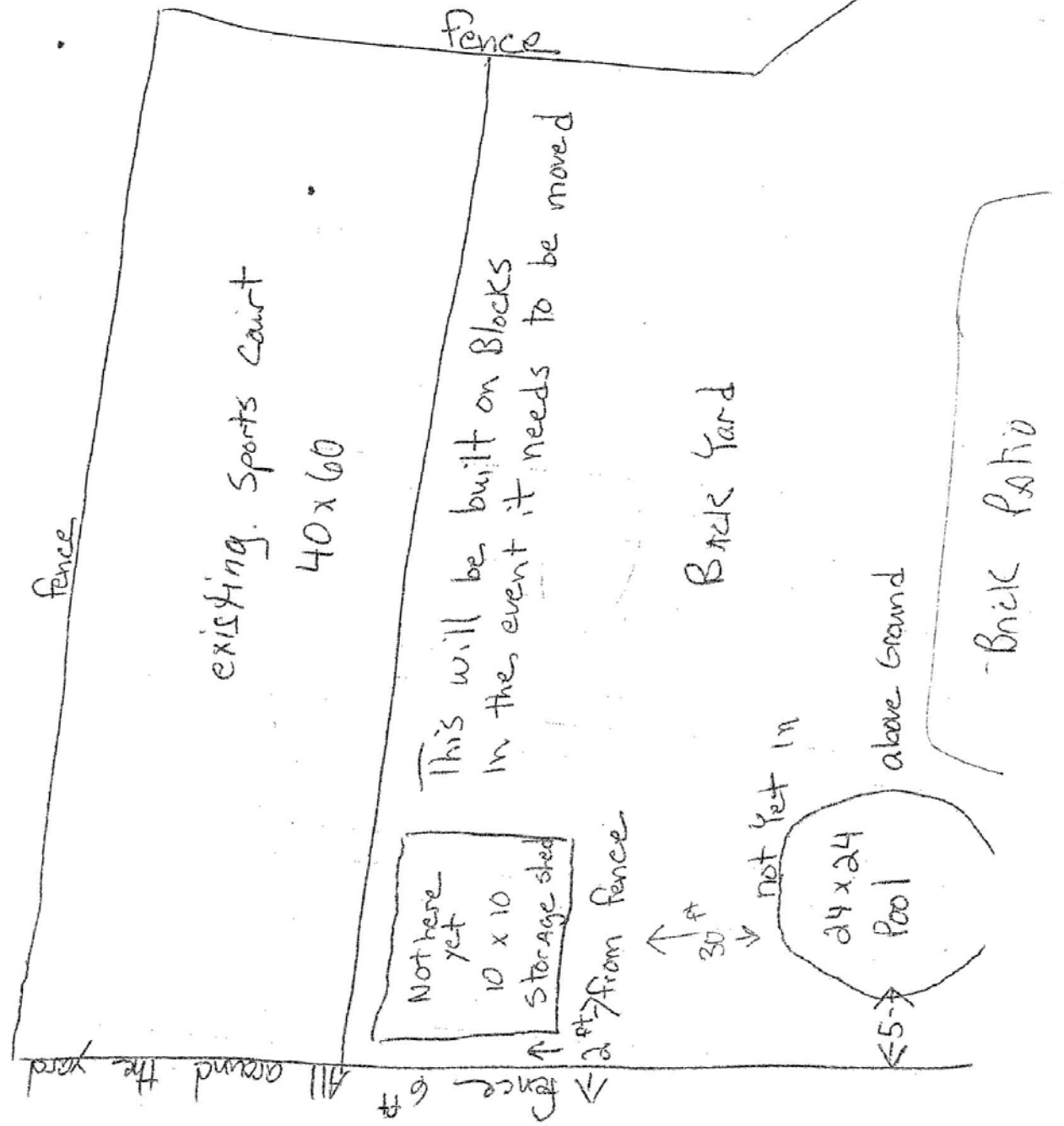
421 Bay Street, Suite 604, Sault Ste. Marie, Ontario, P6A 1X3

millform 2.0

School Tax Support (Voluntary Election) See reverse for explanation

(a) Are all individual transferees Roman Catholic? Yes ☐ No ☐(b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes ☐ No ☐(c) Do all individual transferees have French Language Education Rights? Yes ☐ No ☐(d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes ☐ No ☐

NOTE: As to (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (a) and (b). 0400 (00-00)



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2013-100**

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

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

1. Rules of Procedure Adopted

- 1.1 In all proceedings had or taken by the Council the following rules and regulations shall be observed, and shall be the rules and regulations for the order and dispatch of business of the said Council.
- 1.2 This by-law shall apply to and govern the calling and proceedings of meetings of local boards and committees as defined in section 238 of the *Municipal Act, 2001*, that is:
 - "committee" means any advisory or other committee, subcommittee or similar entity of which at least 50 per cent of the members are also members of one or more councils or local boards;
 - "local board" does not include police services boards or public library boards
 - "meeting" means any regular, special or other meeting of a council, of a local board or of a committee of either of them.
- 1.3 In keeping with the definition of a "local board" in the *Municipal Act 2001*, this by-law does not apply to a conservation authority.
- 1.4 The Procedure By-law shall be reviewed at the mid-term of each Council by establishing a Procedure By-law Review Committee initiated by the City Clerk.

DUTIES OF THE MAYOR

2. Head of Council

- 2.1 *Mayor Presides*
The Mayor, being the head of the Council, shall preside at all meetings of the Council and shall be addressed as Mr. Mayor or Madam Mayor as the case may be.
- 2.2 *Right to Vote*
The head of Council (except where the head of Council is disqualified to vote by reason of conflict of interest or otherwise) may vote with the other members on all questions. Any question on which there is an equality of votes shall be deemed to be defeated.

2.3 *State Facts and Position Without Leaving Chair*

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

2.4 *Information to Council Without Leaving Chair*

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

2.5 *Acting Mayor*

At the first regular meeting of Council in its term, a by-law shall be placed on the Agenda to designate a rotation list for Acting Mayor. Each Councillor shall be assigned a month of the year during which that Councillor shall act in the event that the Mayor:

- a) does not attend at a meeting within fifteen minutes after the time appointed for the meeting;
- b) has informed the Clerk that he/she will be late to the meeting;
- c) is unable to chair the meeting or a portion thereof due to the provisions of the *Municipal Conflict of Interest Act*;
- d) cannot attend to the business duties of the position of Mayor due to illness or absence;
- e) refuses to act; or
- f) if the Mayor's office is vacant.

The rotation list shall be determined by lot drawn by the City Clerk.

Section 27.2 shall not apply to the Acting Mayor. (ex officio member of committees).

2.6 *Amendment to List of Acting Mayors*

A motion to amend the rotation list of Acting Mayors may be made without notice upon the written consent of the Councillor directly concerned.

MEETINGS OF COUNCIL

3. Inaugural Meeting

3.1 *Date*

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

3.2 *Seating of Members*

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

4. **Regular Meetings**

4.1 *Date and Time*

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

4.2 *Length of Meeting*

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

4.3 *Cancellation*

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

4.4 *Changing Date or Time*

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

4.5 *Notice*

Notice of meetings of Council, local boards and committees will appear on the City's web page.

4.6 *Place of Meeting*

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

4.7 *Commencement of Proceedings*

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

4.8 *Quorum*

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

4.9 *Quorum Lacking – Adjourn*

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

4.10 *Meetings Open to Public*

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

5. Closed Session

5.1 *Municipal Act Provisions*

Notwithstanding the provisions of section 4.10 above, and pursuant to the provisions of the *Municipal Act 2001*, a meeting or part of a meeting may be closed to the public if the subject matter being considered is:

- a) the security of the property of the municipality or local board;
- b) personal matters about an identifiable individual, including municipal or local board employees;
- c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- d) labour relations or employee negotiations;
- e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

- g) a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act.

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

5.2 *Educational or Training Sessions*

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

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

6. **Special Meetings**

6.1 *Calling*

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

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

6.2 *Notice to Members of Council*

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

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

6.3 *Notice to the Public*

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

6.4 *Full Explanation in Notice*

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

10(i)

6.5 *Emergency Meetings*

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

RULES OF CONDUCT AND DEBATE

7. Rules of Procedure

7.1 *Head of Council Presides*

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

7.2 *Address the Chair*

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

7.3 *Two Members Recognized*

When two or more members signify their intention to speak in accordance with section 7.2, the head of Council shall recognize the member who first signified an intention and shall note and next recognize other members who have so signified their intention in the order in which they have signified their intention. The decision of the head of Council is final.

7.4 *Disrespectful or Irrelevant Speech*

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

7.5 *Questions Which Shall Not be Put*

A member shall not:

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

7.6 *Points of Order*

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

7.7 *Rulings on Points of Order*

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

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

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

7.9 *Violation of Rules of Procedure*

A member who desires to call attention to a violation of the rules of procedure shall ask leave of the head of Council to raise a point of order. When leave is granted, the member shall state the point of order with a concise explanation following which the member shall remain seated until the head of Council has decided the point of order. The speaker in possession of the floor when the point of order or privilege was raised shall have the right to the floor when debate resumes.

7.10 *Member Called to Order*

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

7.11 *Appeal to Council – Privilege, Point of Order*

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

7.12 *On Appeal – Head of Council to Provide Reasons*

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

7.13 *Motions Out of Order*

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

7.14 *Conduct of Members*

A member shall not:

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

7.15 *Member Who Persists In Breach*

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

7.16 *Question Read*

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

7.17 *Speak Once – Reply*

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

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

7.18 *Length of Speech*

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

7.19 *Close Debate*

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

7.20 *Member Leaving Chamber*

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

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

7.21 *Questions*

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

7.22 *Expulsion from Meeting*

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

RESOLUTIONS AND MOTIONS

8. Rules of Procedure

8.1 *Form*

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

8.2 *Withdrawal*

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

8.3 *Reading*

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

8.4 *No Debate Until Read*

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

8.5 *No Debate After Question Put*

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

8.6 *Notice of Motion*

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

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

8.7 *Notice of Notice of Motion*

Notice of a Notice of Motion shall be given either by inclusion on an Agenda or by announcement at a regular meeting of the Council. The motion of which notice has been given shall not be considered at the same meeting as that at which notice thereof was given without the consent of a simple majority of Council members present. If notice is given otherwise than on an Agenda, such notice of motion shall be in writing and given to the Clerk who shall read the same to the Council.

8.8 *Notice of Motion – Date of Meeting*

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

8.9 *Finality of Vote*

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

8.10 *Relevancy of Debate*

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

8.11 *Order of Precedence*

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

- a) Main motion
- b) Postpone Indefinitely
- c) Amend
- d) Refer
- e) Postpone to a Certain Time
- f) Limit or Extend Debate
- g) Close Debate
- h) Postpone Temporarily

- i) Raise a Question of Privilege – Individual
- j) Raise a Question of Privilege – Assembly
- k) Recess
- l) Adjourn (after time set to conclude a meeting)
- m) Fix the Time for a Continued Meeting

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

It shall be the duty of the head of Council or other presiding officer to determine what motions or amendments are in order (subject to an appeal to the Council) and decline to put any motion before the Council which the head of Council or other presiding officer deems to be clearly out of order or contrary to law.

9. **Motion to Amend**

9.1 *Order of Precedence*

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

9.2 *Debatable*

A motion to amend is debatable.

9.3 *One Amendment Permitted at One Time*

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

9.4 *Notice of Amendment*

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

9.5 *Amendment to Amendment*

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

9.6 *Similar in Import*

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

10. **Motion to Refer**

10.1 *Order of Precedence*

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

10.2 *Debate*

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

10.3 *Direction to Body Being Referred*

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

11. Motion to Postpone

11.1 *Must Include Reason*

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

11.2 *Debate*

A motion to postpone is not debatable except:

- a) that the mover of the motion shall be entitled to give a brief explanation of the mover's reasons for postponement; and
- b) either the mover or the seconder of the motion which is the subject of the motion to postpone may speak against the motion to postpone;

One person or one member of Council may speak for and/or against the postponement and shall be limited to two minutes.

12. Motion to Postpone Indefinitely

12.1 *Defined*

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

12.2 *Order of Precedence*

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

12.3 *Debate*

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

13. Motion to Postpone to a Certain Time

13.1 *Defined*

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

13.2 *Order of Precedence*

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

13.3 *Debate*

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

14. Motion to Postpone Temporarily

14.1 *Defined*

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

14.2 *Order of Precedence*

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

15. Postponement or Referral – When Introduced

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

16. Motion to Limit or Extend Debate

16.1 *Defined*

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

16.2 *Order of Precedence*

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

16.3 *Debate*

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

16.4 *Vote Required*

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

17. Motion to Close Debate**17.1 Defined**

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

17.2 Order of Precedence

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

17.3 Debate

A motion to close debate is not debatable.

17.4 Vote Required

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

18. Motion to Raise a Question of Privilege**18.1 Defined**

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

18.2 Order of Precedence

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

18.3 Debate

The raising of a question of privilege is not debatable.

18.4 Vote Required

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

19. Motion to Recess**19.1 Defined**

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

19.2 Order of Precedence

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

19.3 *Debate*

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

20. **Motion to Adjourn**

20.1 *Defined*

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

20.2 *Order of Precedence*

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

20.3 *Debate*

The privileged motion to adjourn is not debatable.

20.4 *When in Order*

A motion to adjourn shall be out of order when:

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

21. **Motion to Reconsider**

21.1 *Defined*

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

21.2 *Debate*

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

21.3 *Who May Move – Subsequent Meeting*

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

21.4 *Notice of Motion Required*

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

- 21.5 *No Reconsideration of Amendment After Main Motion Disposed of*
A motion to reconsider an amendment after the original motion to which the amendment was proposed has been considered and disposed of is out of order.
- 21.6 *Order of Business*
If a motion to reconsider is decided in the affirmative, such reconsideration shall become the next order of business, unless the motion calls for a future definite date and debate on the question to be reconsidered may proceed as though it had never previously been voted on.
- 21.7 *By-laws*
When a by-law has been defeated at any stage of the order of procedure it shall be subject to a motion to reconsider and the foregoing rules shall apply thereto.

VOTING

22. Recorded Votes

- 22.1 *Requested*
If a member present at a meeting at the time of a vote requests immediately before or after the taking of the vote that the vote be recorded, each member present, except a member who is disqualified from voting by any Act, shall announce his or her vote openly and the Clerk shall record each vote.
- 22.2 *Mandatory*
Any vote on a resolution or by-law which is required to be passed by a majority greater than a simple majority of the members of the Council shall be recorded.
- 22.3 *Clerk's Call*
If a vote is to be recorded the Clerk shall call out the names of the members of Council on a rotational basis. Each member of Council shall in turn indicate whether the member is in favour or opposed to the matter being voted upon. The Clerk shall record the vote of each member in the minutes.
- 22.4 *Disagreement as to Result*
Any member who disagrees with the announcement made by the head of Council of the result of the vote shall immediately object to the head of Council's declaration and the vote shall be retaken by the Clerk.
- 22.5 *All Members to Vote*
Every member present when a question is put on a recorded vote shall vote thereon.

22.6 *Refusal to Vote*

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

22.7 *Severability of Question*

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

ORDER OF PROCEDURE

23. Agenda

23.1 *Agenda Review Committee*

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

23.2 *Agenda*

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

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

PART ONE – CONSENT AGENDA

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

PART TWO – REGULAR AGENDA

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

23.3 *Deviation from Order of Business*

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

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

23.4 *Delivery of Agenda to Council and Public*

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

23.5 *Release of Agenda to Public*

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

23.6 *Motions and By-laws on Agenda*

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

23.7 *Movers/Seconders*

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

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

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

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

24. Delegations

24.1 *Request in Writing*

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

24.2 *Submission*

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

24.3 *Review of Request*

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

24.4 *Appeal*

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

24.5 *Length of Delegation*

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

24.6 *Where More Than One Delegation on Same Matter*

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

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

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

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

24.7 *Dispute as to Whether Delegation is Supporting or Opposed*

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

24.8 *Re-Address*

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

24.9 *Opportunity to be Heard Where Notice Not Given*

Notwithstanding the failure of any person, persons or delegation to give the notice required under subsection 24.1 and 24.2 hereof, Council may hear any person or persons or delegation without notice after the completion of all regular Agenda items.

24.10 *Rules on Website*

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

25. *By-laws*

25.1 *Amending By-laws*

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

25.2 *Three Readings*

Every by-law shall receive three readings before it is finally passed, which three readings may be given at one meeting. It is permissible on a motion for the final passing of a by-law to move that the third reading be postponed indefinitely or be postponed to a certain time.

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25.3 *One Motion for Passage*

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

COMMITTEE OF THE WHOLE

26. Rules of Procedure

26.1 *Rules of Order*

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

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

26.2 *Questions of Order*

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

26.3 *Adjournment of Committee Proceedings*

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

a) **No Action Be Taken**

A motion in Committee of the Whole that "no action be taken" shall always be in order and shall take precedence over any other motion. No debate shall be allowed on a motion that no action be taken. On an affirmative vote, the subject referred to the Committee shall be considered as disposed of in the negative.

b) **Rise Without Reporting**

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

26.4 Chair Votes

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

26.5 Debate from Chair

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

26.6 Report of Committee of the Whole

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

COMMITTEES

27. Rules Applying to all Committees

27.1 Definition

Committees of Council include:

- a) Advisory and other committees or boards whose members are appointed by Council for an ongoing purpose;
- b) Special committees appointed by Council or the head of Council at any time as is deemed necessary for the consideration of special matters.

Task forces composed of a majority of staff members are not intended to be subject to the provisions of this by-law.

27.2 Mayor Ex Officio

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

27.3 *Quorum*

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

27.4 *Notice*

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

27.5 *Secretary*

A secretary shall be appointed for each committee who shall:

- a) Keep the minutes of the meetings of the committee;
- b) Give notice of meetings;
- c) Post a copy of all minutes to the municipal website;
- d) Perform such other clerical functions as may be required.

27.6 *Refusal to Call Meetings, etc.*

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

27.7 *Chair Votes*

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

28. Special Committees

28.1 *Appointment*

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

28.2 *Jurisdiction*

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

28.3 *Chair*

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

28.4 *Membership*

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

28.5 *Meetings*

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

28.6 *Report in Writing*

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

28.7 *Confined to Matters Referred*

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

28.8 *Refusal to Give Due Attention*

Should any special committee neglect or refuse to give due attention to any matter before it the Council may by resolution discharge such committee and appoint another in its place.

28.9 *Dissolution*

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

28.10 *Attendance by Members of Council*

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

GENERAL PROVISIONS

29. General

29.1 *Standing Rules Suspended*

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

29.2 *Rules of Parliament*

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

29.3 *Addresses of Members of Council*

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

29.4 *Execution of Documents*

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

29.5 *Repeal*

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

29.6 *Effect*

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

PASSED in open Council this 24th day of June, 2013.

Mayor

Clerk

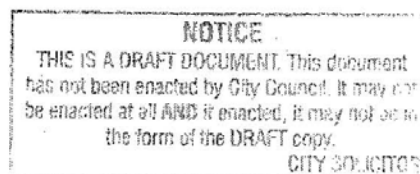


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10(j)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-117

CULTURAL ADVISORY BOARD: (L5.3) A by-law to re-establish a Cultural Advisory Board and to repeal By-law 2003-112.

WHEREAS City Council did on October 21st, 1991 pass By-law 91-230 to establish a Cultural Advisory Board;

AND WHEREAS City Council did on May 12th, 2003 pass By-law 2003-112 to re-establish a Cultural Advisory Board;

AND WHEREAS City Council did on February 19th, 2013 pass a resolution accepting the report of the Manager of Recreation and Culture concerning revisions to the Cultural Policy and approving the revisions to the Cultural Policy;

AND WHEREAS the Cultural Advisory Board must work within the Cultural Policy adopted by Council on February 19th, 2013 and as amended by Council from time to time;

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **CULTURAL ADVISORY BOARD**

A Cultural Advisory Board (the "Board") is hereby established whose task it is to make recommendations on all matters referred to it by City Council utilizing the Cultural Policy approved by City Council on February 19, 2013 and as amended by City Council from time to time.

2. **COMPOSITION OF THE BOARD**

The Board shall be composed of the Mayor as ex-officio, one City Councillor and four members of the community based on their knowledge, interest and involvement in culture as defined in the Cultural Policy.

3. **OFFICERS**

At the first meeting of each year, the Board shall elect a Chairperson and Vice-Chairperson from its membership. The Secretary and Administrator of the Board shall be the Manager of Recreation and Culture or his/her designate.

4. **CULTURAL AREAS**

The members of the community appointed to the Board shall represent all areas of culture without bias as defined in the Cultural Policy.

5. **TERM OF APPOINTMENTS**

The members of the community appointed to the Board shall be appointed for a term of two (2) years.

6. **VACANCIES**

When vacancies on the Board arise, the Board shall invite applications by publishing the vacant positions in a local newspaper, as well as on the City Website. All applications received shall be reviewed by the Board. The Board shall submit a list of the recommended candidates, including brief resumes, to City Council for appointment to the Board by City Council. All recommended candidates shall meet the requirements under

NOTICE
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CITY SOLICITOR

Section 2 of this by-law, and are not required to be a member of a local cultural group.

7. **MEETINGS**

Meetings of the Board are held on such regular basis as the Board deems necessary to complete its business. The Chairperson of the Board may call a meeting at any time. All meetings of the Board shall be subject to the open meeting provisions of the *Municipal Act, 2001*.

8. **AD HOC/SUB-COMMITTEES**

Special projects may require the creation of Ad Hoc or Sub-Committees of the Board (the "Special Committees"). Membership on such Special Committees may be extended to community representatives and/or experts outside of the Board's membership. Membership on such Special Committees must be approved by a resolution of the Board. Such Special Committees shall report their findings to the Board, and shall have no authority to make decisions on behalf of the Board.

9. **PECUNIARY INTEREST**

A person is not eligible to be a member of the Board or any Special Committee if that person is a paid staff member of any local cultural group. Any member of the Board who has a pecuniary interest in any such cultural group must declare this interest at their earliest possible opportunity.

10. **CONFLICT OF INTEREST**

Members of the Board who are board members of a local cultural group must declare their involvement to the Board.

11. **EFFECTIVE DATE**

This by-law is effective on the date of its final passing.

12. **BY-LAW 2003-112 REPEALED**

By-law 2003-112 is hereby repealed.

PASSED in open Council this 24th day of June, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

10(K)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-118

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the closing of Biggings Avenue to through traffic from Queen Street East to Wellington Street East from July 8th to July 26th, 2013 to complete restoration, final paving, and watermain work.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF BIGGINGS AVENUE**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing of Biggings Avenue to through traffic from Queen Street East to Wellington Street East from July 8th to July 26th, 2013 to complete restoration, final paving, and watermain work.

2. **EFFECTIVE DATE**

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

PASSED in Open Council this 24th day of June, 2013.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

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CITY SOLICITOR

10(17)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-21

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the closing of Wallace Terrace at Brookfield Avenue for approximately six (6) weeks in order to replace the approach slabs on the west side of Municipal Bridge No.34.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF WALLACE TERRACE**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing of Wallace Terrace at Brookfield Avenue for approximately six (6) weeks in order to replace the approach slabs on the west side of Municipal Bridge No. 34.

2. **EFFECTIVE DATE**

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

PASSED in Open Council this 24th day of June , 2013.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

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CITY SOLICITOR

10(m)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-123

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Cathcart Street from Hudson Street to Carmen's Way on July 14, 2013 to facilitate the Italian Festival.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF CATHCART STREET**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Cathcart Street from Hudson Street to Carmen's Way on July 14, 2013 from 11:00 a.m. to 12:00 Midnight to facilitate the Italian Festival.

2. **EFFECTIVE DATE**

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

PASSED in Open Council this 24th day of June, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

cf/Bylaws\2013\2013-123 Temp. St. Closing Italian Festival

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2013-11

ZONING – TEMPORARY USE: A by-law to permit a food trailer at 11 White Oak Drive East as a three (3) year temporary use (Desrosiers).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to sections 34 and 39 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. FOOD TRAILER – 11 WHITE OAK DRIVE EAST

Despite the provisions of By-law 2005-150, a food trailer may be permitted for a period not to exceed three (3) years from the date of the passing of this by-law on the Lands having civic address 11 White Oak Drive East and shown on Map 1-74 of Schedule "A" to By-law 2005-150 and also shown and outlined as "Subject Property" on the map attached as Schedule "A" to this by-law.

2. BY-LAW 2005-151 AMENDED

Section 2 of By-law 2005-151 is amended by repealing subsection 2(245) and replacing same with the following:

"2(245) 11 White Oak Drive East

a) Despite the provisions of By-law 2005-150, the land located on Part of Lot 13 Plan H-565, Part 2 on 1R2426, all of Lot 14, Plan H-565 and Part of Lot 15, Plan H-565 as in T402179 and having the civic number 11 White Oak Drive East and marked "Subject Property" on the map attached as Schedule No. 245 hereto is changed from M1 (Light Industrial) zone to M1.S (Light Industrial) zone with a "special exception" and may be used in addition to the uses permitted in a light industrial zone (M1) the sale and service of furniture and appliances subject to the following special condition:

1) Outdoor storage is not permitted on the subject property.

b) Further, despite the provisions of By-law 2005-150, the temporary use of a "food trailer" on the land located on located on Part of Lot 13 Plan H-565, Part 2 on 1R2426, all of Lot 14, Plan H-565 and Part of Lot 15, Plan H-565 as in T402179 and having the civic number 11 White Oak Drive East and marked "Subject Property" on the map attached as Schedule No. 245 hereto, in accordance with section 39 of the *Planning Act*, R.S.O. 1990, c. P. 13, shall also be permitted for a period not exceeding three (3) years from the date of the passing of this by-law, being the 24th day of June, 2013".

3. SCHEDULE "A"

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

4. TERMINATION – JUNE 24TH, 2016

a) The special provision enacted by Section 1 of this by-law does not repeal, alter or amend By-law 2005-150 and upon termination of this by-law on June 24, 2016, the provisions of By-law 2005-150 continue to apply to the lands affected by this by-law.

10(n)

- b) Upon termination of this by-law on June 24, 2016, subsection 2(245)(b) of By-law 2005-151 shall be repealed and the balance of the provisions of subsection 2(245) of By-law 2005-151 shall continue to apply to the lands affected by this by-law.

PASSED in open Council this 24th day of June, 2013.

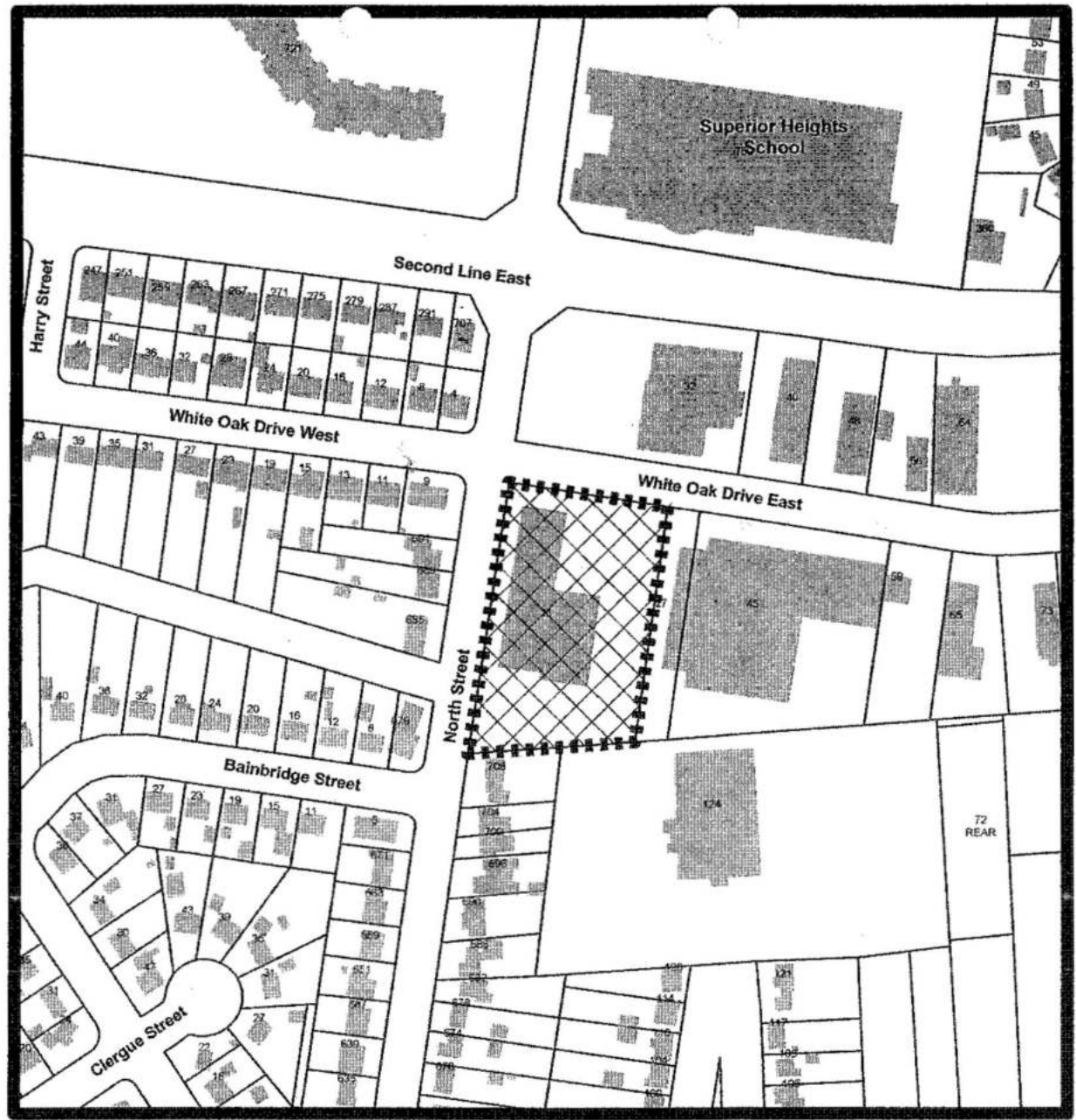
MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

da LEGAL\STAFF\LEGAL\ZONING\2013\2013-11 DESROSIERS (11 WHITE OAK DRIVE EAST).DOC

106n)

SCHEDULE "A" TO BY-LAW 2013-11



SUBJECT PROPERTY MAP
11 WHITE OAK DRIVE EAST
Planning Application: A-8-13-Z



METRIC SCALE
1 : 2500

MAP REFERENCE
59 & 1-74

MAIL LABEL ID
A-8-13-Z



Subject Property = 11 White Oak Drive

10(h)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-111

APPOINTMENTS: (B1.3) A by-law to appoint Inspectors under the *Building Code Act, 1992* and Municipal Law Enforcement Officers under the *Police Services Act*.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to the *Building Code Act, 1992* and of the *Police Services Act, R.S.O. 1990*, **ENACTS** as follows:

1. **SCHEDULE "A" TO BY-LAW 2012-168 AMENDED**

Schedule "A" to By-law 2012-168 is hereby repealed and replaced with Schedule "A" attached to this by-law.

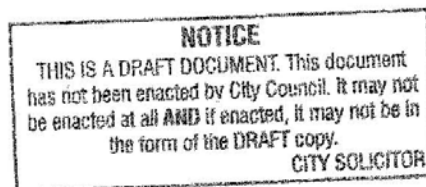
2. **EFFECTIVE DATE**

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

PASSED in open Council this 24th day of June, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE



Schedule "A" to By-law 2012-168 and 2013-111

Freddie Pozzebon

Larry Kennedy

Glen Irwin

Frank Bentrovato

Tyler Bertrand

Francois Couture

Peter Schell

Matthew Wiesel

Gary Schryer

Michael Allard

Robert Roznik

ADDENDUM

REGULAR MEETING OF CITY COUNCIL

2013 06 24

4:30 P.M.

COUNCIL CHAMBERS

3. APPROVE AGENDA AS PRESENTED

Mover: Councillor F. Manzo

Seconder: Councillor S. Butland

Resolved that the Agenda and Addendum #1 for the 2013 06 24 City Council meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

PART ONE – CONSENT AGENDA

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

j) Procedure By-law Review

Correspondence from Mark Brown is attached for the information of Council.

q) MacDonald Park – Playground Equipment

Mover: Councillor S. Myers

Seconder: Councillor P. Mick

Resolved that agenda item 5.(q) be amended by striking out the text in section 1. of the motion following the words 'be approved' and striking out the text in section 3. Following the words 'playground equipment' and adding the words 'included in the 2014 budget.

- ee) A letter of request for a temporary street closing is attached for the consideration of Council.

1) Kiwanis International Walleye Tournament Parade of Boats

- St. Mary's River Drive – Station Mall Walmart Entrance to Station Mall Sears Entrance
- July 12, 2013 from 5:00 p.m. to 9:00 p.m.

The relevant By-law 2013-124 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

- ff) **Ronald Sonke – 397 Sunnyside Beach Road – Ontario Municipal Board Hearing**

A report of the Solicitor/Prosecutor is attached for the consideration of Council.

Mover: Councillor F. Manzo

Seconder: Councillor P. Christian

Resolved that the report of the Solicitor/Prosecutor dated 2013 06 24 concerning Ronald Sonke – 397 Sunnyside Beach Road – Ontario Municipal Board Hearing be received as information.

- gg) **Licence to Occupy City Property Agreement Between the City and Luigi Michael Iaconis and Tristina Filomena Turco**

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

The relevant By-law 2013-125 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

- hh) Correspondence requesting permission for private property liquor license extensions are attached for the consideration of Council.

Mover: Councillor J. Krmpotich

Seconder: Councillor P. Chrisitan

Resolved that City Council has no objection to the proposed extended licenced areas as detailed in the agenda item 5.(w) and by-law 2013-121 for an outdoor event on the following stated date:

Loplop Gallery Lounge

651 Queen Street East

Downtown Days - July 18, 2013

PART TWO – REGULAR AGENDA

6. **REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES**
 - (1) **ADMINISTRATION**
 - (2) **COMMUNITY SERVICES DEPARTMENT**
 - (3) **ENGINEERING**
 - (4) **FIRE**
 - (5) **LEGAL**
 - (6) **PLANNING**
 - (7) **PUBLIC WORKS AND TRANSPORTATION**
 - (8) **BOARDS AND COMMITTEES**
7. **UNFINISHED BUSINESS, NOTICE OF MOTIONS AND RESOLUTIONS PLACED ON AGENDA BY MEMBERS OF COUNCIL**
8. **COMMITTEE OF THE WHOLE FOR THE PURPOSE OF SUCH MATTERS AS ARE REFERRED TO IT BY THE COUNCIL BY RESOLUTION**
9. **ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE**
10. **CONSIDERATION AND PASSING OF BY-LAWS**

TEMPORARY STREET CLOSING

o) 2013-123

A by-law to permit the temporary closing of St. Mary's River Drive from Station Mall Walmart Entrance to Station Mall Sears Entrance on July 12, 2013 to facilitate the Kiwanis International Walleye Tournament Parade of Boats.

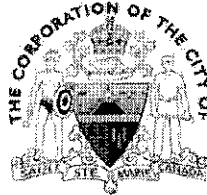
AGREEMENT

p) 2013-125

A by-law to authorize an agreement between the City and Luigi Michael Iaconis and Tristina Filomena Turco, the property owners of 64 Retta Street, Sault Ste. Marie, to permit certain vehicles and equipment access over a portion of Retta Park in order to access the rear yard of 64 Retta Street from Retta Street

5(j)

Mark Brown,
B. Sc., B. Ed.,
Citizen



Delegation

2013 06 24

Mayor Debbie Amaroso and
Members of Council

**RE: PROPOSED CITIZEN AMENDMENTS TO THE CLERK'S REPORT'S
AMENDMENTS TO THE PROCEDURE BY-LAW 99-100**

PURPOSE

The purpose of this report is to recommend citizen-focused amendments to Clerk White's Report's recommended amendments to the procedure by-law (99-100)

BACKGROUND

All by-laws are enacted by City Council for the benefit of the citizens. Every street closing by-law, every liquor licence granting by-law, every single solitary by-law is enacted for the benefit of our citizens. The Procedure by-law is no exception, therefore, it's review and enactment should rightfully include as much citizen feedback before it is enacted by our City Council.

Mayor Amaroso was elected on a platform of, "*Your City, Your Say*", and this City Council has, at almost every opportunity, made a practice of inviting, collecting and using citizen input to inform their decisions. The refusal of our City Council to adopt a recommended Deputy Mayor position after originally receiving a recommendation by the Procedure By-law Review Committee to adopt a Deputy Mayor position, but then delaying that decision until City Council had an opportunity to get citizen feedback about the proposed Deputy Mayor position, is a good example of the importance of cultivating citizen input - "*Your Say*" - in order to best inform City Council decisions.

In the case of this particular Delegation, but not in every case, the Agenda (Review) Committee has honoured City Council's commitment to encouraging citizen input and participation by granting this Delegation permission to appear at the 2013 06 24 City Council meeting to speak to a review of, and proposed amendments to, our current Procedure By-law 99-100 in a report by Clerk Malcolm White (the Report) located on the 2013 06 24 City Council Agenda under item 5(J), which was received by this Delegation three days ago on Friday 2013 06 20, and which is being recommended for approval and enactment by City Council at the 2013 06 24 meeting of City Council.

All proposed citizen-focused amendments by this Delegation are captured in a document titled "*Proposed Citizen-Focused Recommendations: Amendments to the Draft Procedural By-law 2013-100*" located on the Addendum of the 2013 06 24 City Council Agenda.

ANALYSIS

The proposed new Draft Procedure By-law represents good work by the Procedure By-law Review Committee, and, in general, is more fresh, clear, easy to reference, and grammatically superior to the old Procedure By-law (99-100), but it is not as good for citizens as the old Procedure By-law with respect to recommended amendments that constrict information that goes out to the citizenry, nor is the new Draft Procedure By-law as good as it might be in order to encourage maximum input - "*Your Say*" - by citizens to inform City Councillors' decisions when they cast their votes, on our behalf, at meetings of City Council so that the most citizen informed decisions possible will always be made.

The following citizen-focused amendments to the Report's recommended amendments are recommended in order that the by-law reflect actual practice:

1. *Seating of Members of Council* - The Report's amendment is already as citizen-focused as possible in this Delegation's view.
2. *Regular Meetings - Date and Time* - Notice of meetings, and changes to dates and/or times of meetings, and cancellation of meetings referred to in the Clerk's Report recommend that, "...meetings shall be posted to the City's web page and distributed to the media as soon as possible." With all due respect, that type of vague notification of the notice possibly being anywhere on the City Web Site is not very helpful for citizens to find the details of when and where a meeting, or cancelled meeting, or date and/or time changed meeting will take place. In order to make notification of all types of meetings, and changes thereto, the most helpful to citizens, notifications should always be put in specific places on the City Web Site so that citizens become familiar where details of meetings can be found. To that end anywhere notice is required in the Draft by-law it is recommended that the by-law read in part, " Notice ... shall be posted to the Home Page and the Corporate Calendar of the City's Website, and distributed to the media electronically as soon as possible."
3. *Notice of Cancellation or Change in Date or Time of Meetings, Special Meetings* - See #2. directly above for the most citizen-focused amendment recommendation.
4. *Delegations* - The Report's recommendation is fine except for the part that says, "...the request is decided by the Agenda Review Committee.", an unelected committee. A person, persons, or Delegation should have

the right to speak to their elected representatives, officially on the record, at the City Council meeting of their choosing. Currently that is not the case, and in the vast majority of cases citizens get in touch with their elected representatives to provide the information that will help their City Councillor either solve a problem they are having, or to pass on information that they would like the public to know about, and this should definitely continue to be the predominant way that citizens interact with their municipal government. But in some cases citizens do not get the satisfaction they require through contacting individual City Councillors or the entire City Council, and it is at those times that a person, persons, or a Delegation should have the codified right to have their issue or information brought to light at the City Council meeting of their choosing so that the public might benefit from their experience and/or information, and that they might get the satisfaction that they require. Of course, not every person, or Delegation should be able to officially speak to their City Councillors at a City Council meeting, but the only body that should be able to deny their request is City Council itself, our elected representatives, and not some other unelected body, and the rejection should be done by way of a motion at the City Council meeting where the person, persons, or delegation chooses to present to City Council so other citizens, who might like to present to City Council under similar circumstances, might learn why their request to appear as a delegation might also be denied, in future, by City Council. As such a motion denying a person, persons, or delegation impacts the rights of a person, persons, or Delegation, and it properly requires a 2/3 vote of City Council to deny their request no matter when that request is received. To that end, wording has been deleted from the proposed Draft by-law, and wording has also been added to the proposed Draft by-law to effect that change.

The following citizen-focused amendments to the Report's recommended amendments are recommended for procedural or statutory accuracy/clarity:

1. *Length of Meeting* - The Report's amendment is already as citizen-focused as possible in this Delegation's view.
2. *Closed Session* - The Report's amendment is already as citizen-focused as possible in this Delegation's view.
3. *Recorded Votes* - The Report's amendment is already as citizen-focused as possible in this Delegation's view.
4. *Rules of Parliament* - The Report's amendment is already as citizen-focused as possible in this Delegation's view.
5. *Proper Terms for Motions* - The Report's amendment is already as citizen-focused as possible in this Delegation's view.

The following citizen-focused amendments to the Report's recommended amendments are recommended for efficiency:

1. *Acting Mayor* - The Report's amendment is already as citizen-focused as possible in this Delegation's view.
2. *Notice to Members of Council* - The Report's amendment is already as citizen-focused as possible in this Delegation's view.

The following citizen-focused amendments to the Report's recommendation that the "Committee" section of the by-law be expanded to define committees is as follows:

A "Committee of Council" is defined in section 238(1) of the *Municipal Act, 2001* as follows:

238. (1) In this section and in sections 239 to 239.2,

"committee" means any advisory or other committee, subcommittee or similar entity of which at least 50 per cent of the members are also members of one or more councils or local boards; ("comité")

"local board" does not include police services boards or public library boards; ("conseil local")

"meeting" means any regular, special or other meeting of a council, of a local board or of a committee of either of them. ("réunion") 2001, c. 25, s. 238 (1); 2006, c. 32, Sched. A, s. 102 (1, 2).

"task forces composed of a majority of staff members", and which are struck by City Council are not covered in section 238(1) of the *Municipal Act* because they have less than "50 percent of the members being members of one or more councils or local boards;" As such, these types of "task force" committees struck by City Council, and not by City Staff, are by nature of their limited scope of purpose, and by their time limited existence, Special Committees and are already governed by the sections covering Special Committees in the new Draft Procedure By-law. If the Report's recommendation continues to include the line "Task forces composed of a majority of staff members are not intended to be subject to the provisions of this by-law", that will mean that these "task force" type committees don't have to provide notice to the public when their meetings are going to occur. It means that the committee members can deny the public access from attending, and that these meetings will not require agendas, and these meetings will not require that minutes be kept, and these meetings will not be automatically granted the services of a secretary to keep notes. In short, these "task force" meetings will be completely closed to the public rather than being open to the public like

they would have been if they simply had continued to be governed by the Special Committee sections of the new Draft Procedure By-law. This is definitely not good for citizens, and it is also not good for seven City Council members because only five will be permitted to attend these "task force" meetings at any given time because a Quorum of City Council cannot attend these meetings together, therefore, it is recommended the line " Task forces composed of a majority of staff members are not intended to be subject to the provisions of this by-law ", be removed from the Draft Procedure By-law.

The following citizen-focused amendments that were not mentioned in the Report are recommended for the sake of citizen inclusion and maximum possible citizen feedback:

1. *Agenda Review Committee Attendance* - The Draft by-law does not explicitly permit anyone other than the head of Council, the Clerk, and the CAO to attend the bi-weekly agenda setting meetings of the Agenda Review Committee. The practice has been to allow up to five members of City Council to attend the meetings in order that those five might become more well informed about the matters and items to appear on the Council agenda. Wording has been added so that interested citizens, especially the media, and/or a Ratepayers representative for instance, may also attend, in silence, so that the citizenry might also become more well informed, through those interested citizens, about important matters that will be put to their City Councillors at the earliest possible moment a full six days, instead of the current three days, before the City Council meeting.

IMPACT

There is no budgetary impact to adopting the aforementioned amendments to the Clerk's Report's amendment recommendations, but there will be a City Council workload impact because City Council will receive more feedback, and there will be a City Council accountability impact because City Council will have to give good reasons for denying a delegation their right to present at a meeting of their choosing. By the same token there will be an increased trust impact of adopting these proposed amendments because nobody will be able to wonder what committee members are doing behind closed doors, and there will be an extremely positive City Council citizen informed decision making benefit because citizens will now be afforded the maximum opportunity to inform your eventual decisions based on their thoughts, facts and feelings.

STRATEGIC PLAN

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

5(j)

RECOMMENDATION

It is this Delegation's recommendation that City Council:

1. listen to this Delegation's presentation,
2. ask questions of this Delegation, and the Clerk, and whoever else you want to ask questions of at the City Council meeting,
3. defer (postpone) the enactment of any and all amendments in both this Delegation's report and the City Clerk's Report to a future meeting by removing the enactment of the Clerk's Report of Draft Procedure By-law 2013-100 from the by-law section, section 10, of the 2013 06 24 City Council Agenda,
4. Seek the media's, and the Association of Ratepayers', and other citizen's feedback on these citizen-focused amendments,
5. have the Solicitor's Office review this Delegation's recommended amendments for legal conformity,
6. Set a date where a revised Draft Procedure By-law 2013-100 can be submitted that incorporates both the Clerk's Report's recommendations where this Delegation has indicated that that Report's recommendations are " already as citizen-focused as possible in this Delegation's view ", and incorporates this Delegation's citizen-focused recommendations where we have indicated in this report that the Clerk's Report's recommendation are less than fully citizen-focused.

Failing those recommendations I urge you to incorporate all of this Delegation's ideas which you feel best benefit the citizens of Sault Ste. Marie.

I leave these decisions in your capable hands, exactly where they should be.

Sincerely and Respectfully,

Mark Brown
Citizen

5(j)

Proposed Citizen-Focused Recommendations: Amendments to the Draft Procedural By-law 2013-100

All by-laws are enacted by City Council for the benefit of the citizenry of Sault Ste. Marie. Every street closing by-law, every liquor licence granting by-law, every single solitary by-law is enacted for the benefit of our citizens. The Procedure by-law is no exception, therefore, it's review by City Council before it's enactment should rightfully include as much citizen input and feedback as is reasonably possible.

It is in the spirit of benefiting the citizenry by providing as much citizen input and feedback as is reasonably possible, and also in the spirit of Mayor Amaroso's and this 2013 City Council's apparent commitment to, "Your City, Your Say", that these citizen-focused recommendations are being made to City Council.

Do with them what you will, City Council of 2013, to best benefit the citizenry of Sault Ste. Marie.

Sincerely,

Mark Brown
Citizen

A) Citizen-focused amendments to items that were listed in the report of 2013 06 24 originally under Item 5(J) of the 2013 06 24 Council Agenda as being, "amendments recommended in order that the by-law reflect actual practice", are listed as follows:

4.3 *Cancellation*

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

4.4 *Changing Date or Time*

The Council may change the time or date or both of a regular meeting of Council by passing a resolution at a meeting preceding the proposed meeting. Notice of such change shall be posted to the Home Page and the

Corporate Calendar of the City's Website, and distributed to the media electronically as soon as possible.

6.3 *Notice to the Public*

Notice of special meetings shall be posted to the Home Page and the Corporate Calendar of the City's Website, and distributed to the media electronically as soon as possible.

23.1 *Agenda Review Committee*

An Agenda Review Committee composed of the head of Council, Chief Administrative Officer and the City Clerk shall be charged with the responsibility of deciding the subject matters and items to appear on the Council Agenda, and the responsibility to grant requesting delegations permission to appear at the City Council meeting for which the Council Agenda is being prepared based on the Delegation Approval Procedure in section 23.8 of this by-law.

- 23.2 3. Approve Agenda as presented (and any Addendums, and deny Delegations on the Council Agenda their right to present to City Council only by way of Council resolution and two-thirds vote.)

23.8 *Delegation Approval Procedure*

1. If the subject matter to which a requesting delegation wishes to speak will be on the Council Agenda the delegation will be granted permission to appear as a Delegation.
2. If the subject matter to which a requesting delegation wishes to speak will **not** be on the Council Agenda, the requesting delegation will, as soon after the Agenda Review Committee meeting has concluded, be given by the City Clerk, in writing, any available information:
 - i. as to when the item(s) the requesting delegation wishes to speak those items might reasonably appear on a future Council Agenda, and/or
 - ii. at which committee meeting(s) the requesting delegation might better be suited to appear, and/or
 - iii. any other reasons the Agenda Committee feel the requesting delegation's inclusion on the Council Agenda is inappropriate.

The requesting delegation will then be given the option of speaking at whichever City Council or Committee meeting(s) best suits their needs, and if they decide that they still wish to present at the City Council meeting for which they originally requested appearing they will officially be placed on that Council Agenda as a Delegation, and

5(j)

the Clerk's written reasons why the Agenda Review Committee felt their inclusion on that Council Agenda was not suitable will be included in that Council Agenda, as well, so that City Council can consider whether or not the requesting delegation should reasonably be denied permission to speak at the City Council meeting when considering whether or not to Accept the Agenda as Presented.

24.9 *Opportunity to be Heard Where Notice Not Given*

Notwithstanding the failure of any person, persons or delegation to give the notice required under subsection 24.1 and 24.2 hereof, Council may only deny a request to be heard by any person or persons or delegation without notice after the completion of all regular Agenda items by way of Council resolution and two-thirds vote.

27.8 *Notice to the Public, Committee Meetings*

Notice of Committee meetings shall be posted to the Home Page and the Corporate Calendar of the City's Website, and distributed to the media electronically as soon as possible.

27.9 *Changing Date or Time, or Cancellation, Committee Meetings*

Notice of cancellation, or change in date and/or time, of Committee meetings shall be posted to the Home Page and the Corporate Calendar of the City's Website, and distributed to the media electronically as soon as possible.

B) Citizen-focused amendments to items that were not listed in the report of 2013 06 24 originally under Item 5(J) of the 2013 06 24 Council Agenda, and which are recommended for the sake of citizen inclusion, and maximum possible citizen feedback to inform City Council decisions:

23.9 *Agenda Review Committee Attendance*

1. Any person who wishes to attend an Agenda Review Committee meeting in order to inform themselves of the items that will be placed on the Council Agenda may do so, and no person shall be excluded therefrom except for improper conduct.
2. The Chair of the Agenda Review Committee meeting may expel or exclude from any Agenda Review Committee meeting any person who has been guilty of improper conduct at the meeting.
3. Despite Section 23.9.1 a meeting or part of a meeting may be closed to the public if the subject matter is one of those items enumerated in the Closed Session Section, Section 5, of this by-law.

5(j)

C) Citizen-focused amendments to items that were listed in the report of 2013 06 24 originally under Item 5(J) of the 2013 06 24 Council Agenda which recommends, "the 'Committee' section of the by-law be expanded to define committees", are recommended so that section 27.1, in its entirety, reads as follows:

27.1 *Definition*

Committees of Council include:

- a) Advisory and other committees or boards whose members are appointed by Council for an ongoing purpose;
- b) Special committees appointed by Council or the head of Council at any time as is deemed necessary for the consideration of special matters.

5(ee)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: KIWANIS CLUB OF LAKESHORE TELEPHONE: 705-946-7915

ADDRESS: PO BOX 23037 RPO STATION MALL POSTAL CODE: P6A 6W6

The above person hereby makes application for the closing of

ST. MARY'S RIVER DRIVE

(Name of street to be closed)

from STATION MALL WALMART ENTRANCE to STATION MALL SEARS ENTRANCE
(reference points - street numbers, cross streets, etc.)

on the 12TH day of JULY, 20 13 from 5 am/pm to 9 am/pm

for the purpose of KIWANIS INTERNATIONAL WALLEYE TOURNAMENT PARADE OF BOATS.

APPROVALS SECTION:

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

Sgt. L. Macman # 200 JUN 20 2013

Signature of Official

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

Signature of Official

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

Signature of Official

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

Signature of Official

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

Signature of Official

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

N/A.
Signature of Official

CITY CLERK SECTION:

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

5(ee)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: KIWANIS CLUB OF LAKESHORE TELEPHONE: 705-946-7915

ADDRESS: PO BOX 23037 RFD STATION MALL POSTAL CODE: P6A 6W16

The above person hereby makes application for the closing of

ST. MARY'S RIVER DRIVE

(Name of street to be closed)

from STATION MALL WALMART ENTRANCE to STATION MALL SEARS ENTRANCE
(reference points - street numbers, cross streets, etc.)

on the 12TH day of JULY, 20 13 from 5 am/pm to 9 am/pm

for the purpose of KIWANIS INTERNATIONAL WALLEYE TOURNAMENT PARADE OF BOATS.

APPROVALS SECTION:

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

Sgt. R. Magnan #209 JUN 20 2013

Signature of Official

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

Signature of Official

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

[Signature]
Signature of Official

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

Signature of Official

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

[Signature]
Signature of Official

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

N/A.
Signature of Official

CITY CLERK SECTION:

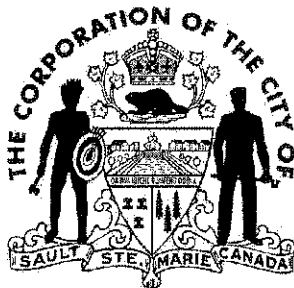
City Council approval was received on _____, _____
(date) (By-law No.)

57(F)

**NUALA KENNY
CITY SOLICITOR**

**MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR**

**MATTHEW CAPUTO
SOLICITOR/PROSECUTOR**



LEGAL DEPARTMENT

File No. P1.6(5)

2013 06 24

Mayor Debbie Amaroso and
Members of City Council

**RE: RONALD SONKE – 397 SUNNYSIDE BEACH ROAD – ONTARIO MUNICIPAL
BOARD HEARING**

PURPOSE

The purpose of this report is to advise Council that the Ontario Municipal Board has heard the appeal of the decision of the Committee of Adjustment decision concerning lands located at 397 Sunnyside Beach Road (the "Subject Property").

BACKGROUND

On February 20, 2013 the Committee of Adjustment heard an application made by Ronald Sonke to permit three minor variances at the Subject Property, namely to legalize an existing fence, open deck and three seasons room, none of which conform with the requirements of By-law 2005-150.

The Committee of Adjustment approved only one of the minor variances sought. Specifically, the Committee approved the minor variance to allow an increase to the permitted fence height on the Subject Property. The Committee denied the other minor variance requests, both of which required a reduction in the rear yard setback at the Subject Property. An appeal of this decision was filed by Ronald Sonke, the owner of the Subject Property.

ANALYSIS

The Ontario Municipal Board heard the matter on Wednesday, June 19, 2013. Mr. Chris Conti presided.

-more-

5(ff)

2013 06 24

Page 2

The Legal Department represented the Committee of Adjustment. Steve Turco, Planner for the City of Sault Ste. Marie, provided expert planning evidence in support of the decision.

The applicant was present and was represented by Robert Paciocco. Expert testimony was given by William Wierzbicki, a Planner registered with the Ontario Professional Planners Institute, in support of the appeal.

The Chair reserved his decision. He advised that the decision should be released in the next few months. A further report shall be brought to Council to advise of the decision once it is released.

IMPACT

N/A

STRATEGIC PLAN

N/A

RECOMMENDATION

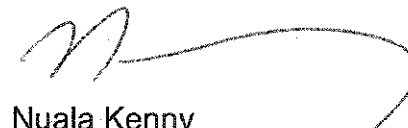
This report is provided for the information of Council.

Respectfully submitted,

Recommended for approval,



Matthew Caputo
Solicitor/Prosecutor



Nuala Kenny
City Solicitor

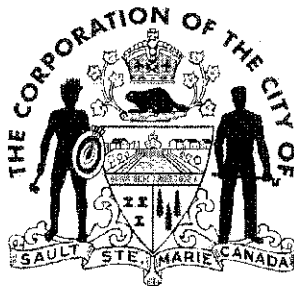
MC

5(99)

**NUALA KENNY
CITY SOLICITOR**

**MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR**

**MATTHEW CAPUTO
SOLICITOR/PROSECUTOR**



LEGAL DEPARTMENT

File No. LE-111

2013 06 24

Mayor Debbie Amaroso and
Members of City Council

**RE: LICENCE TO OCCUPY CITY PROPERTY AGREEMENT BETWEEN THE CITY AND
LUIGI MICHAEL IACONIS AND TRISTINA FILOMENA TURCO**

PURPOSE

The purpose of this report is to seek Council's approval for a Licence to Occupy City Property Agreement (the "Agreement") between the City (the "Licencor") and Luigi Michael Iaconis and Tristina Filomena Turco (the "Licencees"), the property owners of 64 Retta Street, Sault Ste. Marie, Ontario (the "Licencees' Lands") to permit certain vehicles and equipment access over a portion of City owned property, namely Retta Park to facilitate the construction of an interlocking brick patio in the rear yard of the Licencees' Lands.

ATTACHMENT

Attached as Schedule "A" is a map showing the proposed access path through Retta Park.

BACKGROUND

The Licencees are interested in installing an interlocking brick patio in their rear yard. Due to the location of power lines in their driveway, as well as limited space between their home and a neighbouring residence, access to their rear yard by vehicles and equipment required for the said construction is unfeasible.

The Licencees have therefore requested the City's permission to authorize the passage of certain vehicles and equipment from Retta Street to the rear yard of the Licencees' Lands via a portion of Retta Park which abuts the Licencees' Lands. The proposed access path through Retta Park is identified as "Subject Property" and marked in shading on the map attached as Schedule "A" to this report. The Licencees have requested such access for the period commencing June 28, 2013 and ending on July 22, 2013, excluding Sundays and Statutory Holidays (the "Term").

-More-

ANALYSIS

The proposed access requires an Agreement between the City and the Licencees, specifically for insurance purposes and to confirm the agreement between the City and the Licencees.

Staff from the City Parks Department attended on site and determined that the Subject Property would be an appropriate access path from Retta Street to the Licencees' Lands. The Agreement therefore defines the access path and confirms that the Licencees have permission to utilize the Subject Property to permit the passage of specified vehicles and equipment from Retta Street to the Licencees' Lands. The Agreement is for a limited period of time, namely from June 28, 2013 to July 22, 2013, and excludes access on Sundays and Statutory Holidays.

The Agreement contains indemnification clauses, setting forth that the Licencees shall be responsible for all supervision, costs, expenses, and liabilities that in any way arise directly or indirectly from the permitted access or the Agreement. The Agreement requires the Licencees to maintain insurance during the term of the Agreement. The Agreement confirms that the Licencees are required to return the Subject Property to the same condition it existed prior to the commencement of the Term and, in the event that the Licencees fail to comply with its obligations to restore the Subject Property, the City may do so and any costs incurred by the City in such restoration shall be payable by the Licencees.

Further, the Agreement contains a provision that permits the City and/or emergency personnel to access the Subject Property if, at the sole discretion of the City and/or emergency personnel, such access to any portion of Retta Park or the Subject Property is required.

IMPACT

There is no significant financial impact with this Agreement.

STRATEGIC PLAN

Not applicable.

-More-

RECOMMENDATION

By-law 2013-125 which appears elsewhere on the agenda authorizes a Licence to Occupy City Property Agreement between the City, Luigi Michael Iaconis and Tristina Filomena Turco and is recommended for approval.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor

Recommended for approval,



Nuala Kenny
City Solicitor

MBS/da
Attachment

Schedule "A"



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-123

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Cathcart Street from Hudson Street to Carmen's Way on July 14, 2013 to facilitate the Italian Festival.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF CATHCART STREET**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Cathcart Street from Hudson Street to Carmen's Way on July 14, 2013 from 11:00 a.m. to 12:00 Midnight to facilitate the Italian Festival.

2. **EFFECTIVE DATE**

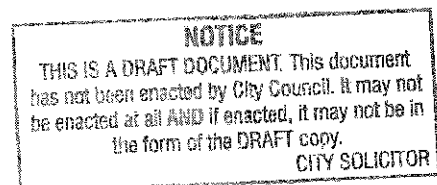
This by-law takes effect on the day of its final passing.

PASSED in Open Council this 24th day of June, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

cf/Bylaws\2013\2013-123 Temp. St. Closing Italian Festival



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-125

AGREEMENT: (LE-111) A by-law to authorize an agreement between the City and Luigi Michael Iaconis and Tristina Filomena Turco, the property owners of 64 Retta Street, Sault Ste. Marie, to permit certain vehicles and equipment access over a portion of Retta Park in order to access the rear yard of 64 Retta Street from Retta Street.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, C. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a Licence to Occupy City Property Agreement dated June 24, 2013, and made between the City and Luigi Michael Iaconis and Tristina Filomena Turco to permit certain vehicles and equipment access over a portion of Retta Park in order to access the rear yard of 64 Retta Street from Retta Street.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

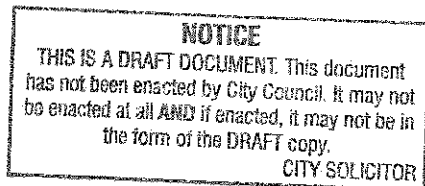
This by-law takes effect on the day of its final passing.

PASSED in open Council this 24th day of June, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2013\2013-125 LICENCE AGREEMENT IACONIS AND TURCO.DOC



LICENCE TO OCCUPY CITY PROPERTY

THIS AGREEMENT made in duplicate this 24th day of June, 2013.

BETWEEN:

**THE CORPORATION OF THE CITY
OF SAULT STE. MARIE**
(herein referred to as the "City")

- and -

LUIGI MICHAEL IACONIS and TRISTINA FILOMENA TURCO
(herein referred to as the "Licencees")

WHEREAS the Licencees are the registered owners in fee simple in possession of lands known municipally as 64 Retta Street, Sault Ste. Marie, Ontario, which lands are legally described as Lot 31, Plan H431, St. Mary's; Part Lot 30, Plan H431, St. Mary's, as in T45056, Sault Ste. Marie, District of Algoma, PIN 31519-0082 (LT) (the "Licencees' Lands");

AND WHEREAS the Licencees intend to install an interlocking brick patio in the rear yard of the Licencees' Lands (the "Work"), however the passage of vehicles required to complete the Work through the Licencees' Lands is limited, if not unfeasible;

AND WHEREAS the City is the registered owner of Retta Park, which lands abut the Licencees' Lands and are legally described as Lots 32 to 33, 54 to 55, Plan H431, St. Mary's except T109568, Sault Ste. Marie, District of Algoma, PIN 31519-0067 (LT) (the "City's Lands");

AND WHEREAS the Licencees have requested permission to enter onto a portion of the City's Lands to facilitate the traffic required for the construction of the said Work;

AND WHEREAS the City is prepared to grant such access, subject to the terms and conditions set forth in this Licence to Occupy City Property (the "Agreement") herein;

NOW THEREFORE in consideration of the rents, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. The City hereby grants the Licencees and their directors, officers, employees, consultants, contractors, subcontractors, agents or other persons for whom the Licencees are responsible in law or any of them, permission to enter and bring only those vehicles and equipment set forth in paragraph two (2) to this Agreement onto that portion of the City's Lands as identified as "Subject Property" and marked by shading on the map attached hereto as Schedule "A" to this Agreement (referred to as the "Subject Property") for the purpose of completing the Work in the rear yard of the Licencees' Lands commencing June 28, 2013 and ending on July 22, 2013 (the "Term"), except any Sundays and Statutory Holidays during the Term.
2. The Licencees represent and warrant that the vehicles and equipment that shall be traversing the Subject Property during the Term to access the Licencees' Lands shall consist of the following:
 - (a) An excavator/backhoe to remove soil from the Licencees' Lands;
 - (b) A dump truck to haul away the unwanted soil from the Licencees' Lands and deliver gravel to the Licencees' Lands; and
 - (c) A delivery truck to deliver interlocking bricks to the Licencees' Lands.

3. The Licencees hereby acknowledge and agree that they shall not authorize or permit the parking of any vehicles in any portion of the Subject Property or the City's Lands at any time during the Term. The parties hereto acknowledge and agree that the permissions granted by the City pursuant to paragraphs 1 and 2 to this Agreement are solely for the purpose of permitting the travel of vehicles between Retta Street and the Licencees' Lands via the Subject Property.
4. The Licencees hereby acknowledge and agree that the vehicles and/or equipment shall access the Licencees' Lands via the Subject Property or the Licencees' Lands only. The Licencees further acknowledges and agrees that they shall not authorize or permit any vehicles or equipment to access the balance of the City's Lands at any time during the Term.
5. The Licencees hereby acknowledge and agree that access to the Subject Property pursuant to this Agreement shall be permitted only during the hours between 8:00 a.m. and 9:00 p.m., and between Monday through Saturday inclusive during the Term.
6. The Licencees shall ensure that one or both of them are present at all times when the Subject Property is being utilized pursuant to this Agreement. The Licencees shall assume full responsibility and liability for all supervision, activities, costs, liabilities and expenses related directly or indirectly to the matters arising from this Agreement.
7. During the Term, the Licencees shall not do or cause to be done, any action which would damage or injure the City's Lands or the Subject Property.
8. At the conclusion of the Term, the Licencees shall forthwith return the Subject Property and the City's Lands to a condition which is at least as good as on the date of the commencement of the Term at the Licencees' sole liability and expense, to which the City shall be the sole judge. In the event that the Licencees fail to comply with this obligation to restore the City's Lands as set out herein, the Licencees acknowledge and agree that the City may, at its sole discretion, repair the City's Lands and/or Subject Property to the condition it existed at the commencement of the Term and any costs incurred by the City for such restoration shall be payable by the Licencees immediately upon demand by the City.
9. The Licensee agrees to defend, indemnify and save harmless the City and their respective councillors, officials, officers, directors, employees, consultants, agents, successors, contractors and assigns, or any of them, from any actions, causes of actions, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings (including without limitation those relating to environmental, work place safety and insurance compensation, and occupational health and safety matters) made or brought against or suffered by or imposed upon all or any of them or their respective property in respect of any loss or damage to property, personal injury or death or any other losses of any nature or other relief to any person or property directly or indirectly arising out of or resulting from or sustained by reason of any act, error, default, failure, fault, neglect, negligence, omission or wrong doing of the Licencees, their directors, officers, employees, consultants, contractors, subcontractors, agents or other persons for whom the Licencees are responsible in law or any of them including but not limited to the design, delivery, transportation, preparation, installation, or construction of the interlocking brick patio, access through the Subject Property and/or the City's Lands, or any other activity arising directly or indirectly out of or connected with this Agreement.
10. Prior to any access of the City's Lands and Subject Property, the Licencees shall cause the City to be added as an "Additional Insured" to its general liability insurance policies, insuring all claims for damage to property, personal injury or death or any other losses or damages, both direct or indirect, including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with this Agreement in an amount not less than Two Million (\$2,000,000.00) Dollars. Proof of said insurance, to the satisfaction of the City, shall be filed with the City's Legal Department prior to the commencement of the Term.

11. The Licencees and their directors, officers, employees, consultants, contractors, subcontractors, agents or other persons for whom the Licencees are responsible in law or any of them shall comply with all laws, by-laws, rules and regulations of any governing body respecting the Work, access through the Subject Lands or any other activity arising directly or indirectly out of or connected with this Agreement, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencees, its directors, officers, employees, consultants, subcontractors, agents or other persons for whom the Licencees are responsible in law or any of them with such laws, by-laws, rules and regulations.
12. The Licencees shall not assign, transfer or make any other disposition of this Agreement or of the rights conferred thereby, without the prior written consent of the City.
13. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel require access to any portion of the City's Lands and/or Subject Property, the Licencees shall in no way restrict such access.
14. The Licencees shall not use the City's Lands and/or Subject Property for any purpose other than the purpose set out herein.
15. The Licencees hereby agree that access to the City's Lands and Subject Property pursuant to this Agreement in no way confers any right, benefit or title in any way to the Licencees of the City's Lands and/or the Subject Property.
16. This Agreement constitutes the entire agreement of the parties and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only by written instrument signed by both parties.
17. The provisions of this Agreement shall be binding upon, and enure to the benefit of the parties and their respective successors and (where applicable) permitted assigns.
18. This Agreement shall be exclusively governed by, and construed in accordance with, the laws of the Province of Ontario, and the federal laws of Canada applicable therein.

19. The parties hereto agree that paragraphs 1-4 inclusive, 6-9 inclusive, 11, and 14-18 inclusive herein survive the termination of this Agreement.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED)

Date: _____

Name: _____

Date: _____

Name: _____

Date: _____

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

MAYOR DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

WE HAVE THE AUTHORITY TO BIND
THE CORPORATION

SCHEDULE "A" TO
LICENCE TO OCCUPY CITY PROPERTY

