AGENDA

REGULAR MEETING OF CITY COUNCIL

2013 08 12

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover: Councillor S. Myers
Seconder: Councillor F. Fata
Resolved that the Minutes of the Regular Council Meeting of 2013 07 15 be approved.

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

3. APPROVE AGENDA AS PRESENTED

Mover: Councillor S. Myers
Seconder: Councillor M. Bruni
Resolved that the Agenda for 2013 08 12 City Council meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

a) David Thompson, Research Project Coordinator – Rural Agriculture Information Network will be in attendance to provide a project update to Council.

b) Brad Miller, Training Supervisor – Transit and Paul White, Training Supervisor – PWT will be in attendance to present the Best Practice Project – Defensive Driving Training.

c) Bill Freiburger, Commissioner of Finance and Treasurer will be in attendance to present the department's 2013 budget and year-to-date financial information – agenda item 6.(1)(a).

d) Joe Fratesi, Chief Administrative Officer will introduce Ian McMillan – Tourism Sault Ste. Marie, Jayson Veldman and Martti Lemieux - Blueforest Ventures and Steve Turco – Planning Division who will provide presentations to Council concerning agenda item 6.(8)(a).

PART ONE – CONSENT AGENDA

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

Mover: Councillor T. Sheehan
Seconder: Councillor F. Fata
Resolved that all the items listed under date 2013 08 12 – Part One – Consent Agenda be approved as recommended.

a) Correspondence from AMO is attached for the information of Council.

b) Correspondence from the Region of Halton (concerning Enbridge Pipelines Inc. Line 9 Reversal) is attached for the consideration of Council.

c) Correspondence from Mayor Amaroso to Premier Wynne concerning proposed amendments to the Endangered Species Act and a copy of Premier Wynne's response is attached for the consideration of Council.

d) Correspondence from Ontario Lottery and Gaming advising that the quarterly payment of the 5% allocation from April 1, 2013 to June 30, 2013 is $339,781 is attached for the information of Council.

e) Correspondence from the Municipal Property Assessment Corporation concerning an update on activities is attached for the information of Council.

f) Correspondence from the Ontario Electronic Stewardship concerning new waste reduction legislation is attached for the information of Council.

g) Correspondence requesting permission for a private property liquor license extension is attached for the consideration of Council.

Mover: Councillor T. Sheehan
Seconder: Councillor M. Bruni
Resolved that City Council has no objection to the proposed extended licensed area as detailed in the written request for a liquor license extension on private property for an outdoor event on the following stated date and time:

1. Loplop Gallery Lounge
   651 Queen Street East
   Square 1 Block Party – August 24, 2013

h) Letters of request for temporary street closings are attached for the consideration of Council.

1. on Queen Street from East Street to Bruce Street from 11:00 a.m. to 5:00 p.m. on August 24, 2013 in conjunction with the Downtown Association Square 1 Block Party; and

2. on Russ Ramsay Way/Foster Drive from the Drop-In-Centre parking lot entrance to the west entrance, Civic Centre south parking lot on September 15, 2013 from 12 noon to 3 p.m. in conjunction with a flag raising ceremony

The relevant By-laws 2013-156 and 2013-158 are listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

i) **Financial Assistance to the Town of Lac-Mégantic, Quebec**

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

Mover: Councillor S. Myers
Seconder: Councillor F. Fata
Whereas on July 6, 2013 the Town of Lac-Mégantic, Quebec suffered a deadly oil train derailment, which took the lives of 47 residents and destroyed much of the centre of the community; and
Whereas the effects of the derailment caused property damage which may reach as high as $1 billion,
Now Therefore Be It Resolved that the City of Sault Ste. Marie extend its deepest sympathy and condolences to the citizens of Lac-Mégantic and the families of those who perished in the disaster, and
Further that City Council authorize the donation of $7,500 from its Unforeseen Account to the Town of Lac-Mégantic to assist with their efforts to rebuild and restore their community.

j) **Council Travel**

Mover: Councillor S. Myers
Seconder: Councillor M. Bruni
Resolved that Councillor Paul Christian be authorized to travel to the AMO Risk Management Symposium being held in Toronto (1 day in September) at an estimated cost to the City of $750.

k) **Staff Travel**

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

Mover: Councillor T. Sheehan
Seconder: Councillor F. Fata
Resolved that the report of the Chief Administrative Officer dated 2013 08 12 concerning Staff Travel requests be approved as requested.

l) **Tender for Erection of One (1) Pre-engineered Steel Storage Building – City Works Centre**

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

Mover: Councillor T. Sheehan
Seconder: Councillor M. Bruni
Resolved that the report of the Manager of Purchasing dated 2013 08 12 be endorsed and that the tender for the erection of One (1) Pre-engineered Steel Storage Building, as required by the Public Works and Transportation Department be awarded as recommended.

m) **Tender for Fuel Tanks and Dispenser Replacement – City Works Centre**

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

Mover: Councillor S. Myers
Seconder: Councillor F. Fata
Resolved that the report of the Manager of Purchasing dated 2013 08 12 be endorsed and that the tender for the replacement of the Fuel Tanks and Dispensers at the City Works Centre, as required by the Public Works and Transportation Department, be awarded as recommended.

n) **RFP for Public Address System – Council Chambers**

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

Mover: Councillor S. Myers
Seconder: Councillor M. Bruni
Resolved that the report of the Manager of Purchasing dated 2013 08 12 be endorsed and that the proposal for the replacement of the Public Address System located in the Council Chambers, as required by the Clerk's Department, be accepted as recommended.

o) **RFP for Supply and Delivery of a High Speed Digital Copier – Office Services**

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

Mover: Councillor T. Sheehan
Seconder: Councillor F. Fata
Resolved that the report of the Manager of Purchasing dated 2013 08 12 be endorsed and that the proposal for the supply and installation of High Speed Digital Copying Equipment in Office Services, as required by the Clerk's Department, be accepted as recommended.

p) **RFP for an Electronic Meeting Management System**

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

Mover: Councillor T. Sheehan
Seconder: Councillor M. Bruni
Resolved that the report of the Manager of Purchasing dated 2013 08 12 be endorsed and that the proposal for the supply and implementation of an Electronic Meeting Management System (Agenda Development Software), as required by the Clerk's Department, be accepted as recommended.

q) **Electronic Meeting Management System**

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

Mover: Councillor S. Myers
Seconder: Councillor F. Fata
Resolved that report of the City Clerk dated 2013 08 12 concerning Electronic Meeting Management System be received as information.

r) **Property Tax Appeals**

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

Mover: Councillor S. Myers
Seconder: Councillor M. Bruni
Resolved that Pursuant to Section 357 of the Municipal Act, 2001 that the adjustments for the tax accounts outlined on the City Tax Collector's report of 2013 08 12 be approved and that the tax records be amended accordingly.

s) **Blackloon Millworks Inc. – 59 Industrial Court C**

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

The relevant By-law 2013-154 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

t) **Municipal Tax Reductions, Rebates and Refunds**

A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council.

Mover: Councillor T. Sheehan
Seconder: Councillor F. Fata
Resolved that report of the Commissioner of Finance and Treasurer dated 2013 08 12 concerning Municipal Tax Reductions, Rebates and Refunds be received as information and referred to the 2014 budget.

u) **Six Month Financial Report to June 30, 2013**

A report of the Manager of Finance and Budgets is attached for the consideration of Council.

Mover: Councillor T. Sheehan
Seconder: Councillor M. Bruni
Resolved that the report of the Manager of Finance and Budgets dated 2013 08 12 concerning Six Month Financial Report to June 30, 2013 be received as information.

v) **2012 Essar Centre Annual Report**

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

Mover: Councillor S. Myers
Seconder: Councillor F. Fata
Resolved that the report of the Commissioner of Community Services dated 2013 08 12 concerning 2012 Essar Centre Annual Report be received as information.

w) **Sault Ste. Marie Fire Services – 2012 Annual Report**

A report of the Fire Chief is attached for the consideration of Council.
Report under separate cover.

Mover: Councillor S. Myers
Seconder: Councillor M. Bruni
Resolved that the report of the Fire Chief dated 2013 08 12 concerning Sault Ste. Marie Fire Services - 2012 Annual Report be received as information.

x) **MacDonald Park – Playground Equipment, Financial Donation**

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

The relevant By-law 2013-155 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

y) **Municipality Contribution Agreement Between the Ontario Lottery and Gaming Corporation and the City**

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

The relevant By-law 2013-153 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

z) **1743503 Ontario Inc. – 496 Second Line West**

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

Mover: Councillor T. Sheehan
Seconder: Councillor F. Fata
Resolved that the report of the City Solicitor dated 2013 08 12 concerning 1743503 Ontario Inc. – 496 Second Line West be received as information.

aa) **Request to Have City Owned Property Located at 384 Dovercourt Be Declared Surplus to the City's Needs**

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

Mover: Councillor T. Sheehan
Seconder: Councillor M. Bruni
Resolved that the report of the Assistant City Solicitor dated 2013 08 12 concerning the City owned property at 384 Dovercourt be accepted and the recommendation that the property be declared surplus and made available for sale be approved.

bb) **58 Churchill Avenue Snow Plough Turnaround Agreement**

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

The relevant By-law 2013-127 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

cc) **SHAW "Go-WiFi" Service Installations in City Building and On City Owned Properties**

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

The relevant By-law 2013-136 is listed under Item 10 of the Agenda and will be read with all other by-laws listed under that item.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

(1) ADMINISTRATION

a) **Finance Department Budget Update**

A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council.

Mover: Councillor S. Myers
Seconder: Councillor F. Fata
Resolved that the report of the Commissioner of Finance and Treasurer dated 2013 07 15 concerning Finance Department Budget Update be received as information.

(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**

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

Mover: Councillor S. Myers
Seconder: Councillor M. Bruni
Resolved that the report of the Planning Division dated 2013 08 12 concerning Application No. A-14-13-Z – filed by Palumbo Investments Inc. – 58 Blake Avenue be received and that City Council accepts the applicant's request and withdraw Rezoning Application No. A-14-13-Z.

b) **Application No. A-17-13-Z – filed by Emilio, Lina and Mauro Guzzo – 720 Douglas Street**

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

Mover: Councillor T. Sheehan
Seconder: Councillor F. Fata
Resolved that the report of the Planning Division dated 2013 08 12 concerning Application No. A-17-13-Z – filed by Emilio, Lina and Mauro Guzzo – 720 Douglas Street be received and that City Council approve this application and rezone the subject property from "R2" (Single Detached Residential) zone to "R3" (Low Density Residential) zone, in order to permit the construction of multiple attached dwellings, and that the subject property be deemed subject to Site Plan Control.

c) **A-18-13-SPC – Site Plan Control Designation – 545 Second Line West (Rear); 152, 155, 164, 169 and 173 Vivian Avenue**

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

Mover: Councillor T. Sheehan
Seconder: Councillor M. Bruni
Resolved that the report of the Planning Division dated 2013 08 12 concerning Application No. A-18-13-SPC – Site Plan Control Designation – 545 Second Line West (Rear); 152, 155, 164, 169 and 173 Vivian Avenue be received and that City Council approve a by-law, designating the subject properties as an area of Site Plan Control.

d) **A-19-13-SPC – Site Plan Control Designation – 550 Second Line East**

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

Mover: Councillor S. Myers
Seconder: Councillor F. Fata
Resolved that the report of the Planning Division dated 2013 08 12 concerning Application No. A-19-13-SPC – Site Plan Control Designation – 550 Second Line East be received and that City Council approve a by-law, designating the subject property as an area of Site Plan Control.

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

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

Mover: Councillor S. Myers
Seconder: Councillor M. Bruni
Resolved that the report of the Planning Division dated 2013 08 12 concerning the Proposed Rental Housing Community Improvement Plan be received and that City Council approve the proposed Rental Housing Community Improvement Plan.

f) **Canal District – Consulting Services**

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

Mover: Councillor T. Sheehan
Seconder: Councillor F. Fata
Resolved that the report of the Planning Division dated 2013 08 12 concerning the Canal District – Consulting Services be received and that City Council retain Greenberg Consultants Inc., (in collaboration with the Planning Partnership), to complete a strategic planning and design study for the westerly downtown area being referred to as the Canal District, at a cost of $40,000.

By-law 2013-157 authorizing the execution of this agreement can be found elsewhere on this evening's agenda.

(7) PUBLIC WORKS AND TRANSPORTATION

(8) BOARDS AND COMMITTEES

a) **Destination North, PKF Market and Economic Assessment Proposal and Canal District Master Plan**

A report of the Executive Director of the Economic Development Corporation is attached for the consideration of Council. Also attached under separate cover are the Canal District Master Plan proposal and the Destination North Project Summary and presentation.

Mover: Councillor T. Sheehan
Seconder: Councillor M. Bruni
Resolved that Council accept the Destination North proposal and authorize an application to the Northern Ontario Heritage Fund Corporation (NOHFC) for a

$5 million funding contribution towards the development of the Destination North tourism attraction.

Mover: Councillor S. Myers
Seconder: Councillor F. Fata
Resolved that Council approve that an updated market and economic assessment of the Destination North proposal be completed by PKF consulting Canada at an estimated cost of $25,000 with funding from the Gateway Fund.

Mover: Councillor S. Myers
Seconder: Councillor M. Bruni
Resolved that Council approve the completion of a Canal District Master Plan by The Planning Partnership at an estimated cost of $40,000 with funding from the Gateway fund.

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 Civic numbers 303 and 313 MacDonald Avenue, on the south side of MacDonald Avenue known as Parkview and Pinecrest Condominiums, represent 116 homeowners with about 160 residents; and
Whereas there is no pedestrian access from these properties to the sidewalk on the north side of MacDonald Avenue; and
Whereas the curb cuts are in place on the northwest and southwest corners of Pine Street and MacDonald Avenue and the intersection is controlled with a four way stop; and
Whereas the distance from the driveway entrance to the corner is approximately 150 feet; and
Whereas the only pedestrian access to the intersection requires pedestrian use of the roadway which is unsafe as MacDonald Ave is a major arterial street with heavy traffic,
Now Therefore Be It Resolved that appropriate staff report on the feasibility of a sidewalk being installed on the south side of MacDonald Ave from the east side of the entrance to 303 and 313 MacDonald Avenue to Pine Street.

b) Mover: Councillor S. Butland
Seconder: Councillor P. Christian
Whereas the present policy concerning the restoration of lawns and boulevards by the City, City hired contractors and various utility companies would appear to be less than ideal,
Now Therefore Be It Resolved that appropriate staff provide a report outlining the present policy and including any possible recommendations to improve the timeliness, practicality, economics and effectiveness of the present policy.

c) Mover: Councillor S. Butland
Seconder: Councillor P. Christian
Whereas the City of Sault Ste. Marie has been encouraging Suncor to clean up their various properties in the community for some time; and
Whereas there has not been any significant progress to date,
Now Therefore Be It Resolved that the appropriate staff prepare an information report for the September 9, 2013 Council meeting to include the approximate 2 year history of all communication between Suncor and the City of Sault Ste. Marie, options available to Council to ensure clean-up and any other information relevant to the issue.

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 T. Sheehan
Seconded by: Councillor F. Fata
Resolved that all by-laws listed under Item 10 of the AGENDA under date 2013 08 12 be approved.

AGREEMENTS

a) **2013-127**
A by-law to authorize the execution of an agreement between the City and Gina Parisi for the use of a portion of 58 Churchill Avenue as a snow plough turnaround.

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

b) **2013-136**
A by-law to authorize the execution of a Licence Agreement between the City and Shaw Communications Inc. allowing for the installation of the "Go-WiFi" service in City owned buildings and on City owned properties.

A report from the Manager, Information Technology is on the Agenda.

c) **2013-137**
A by-law to authorize the execution of a Letter of Agreement between Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario and the City for funding under the Dedicated Gas Tax Funds for Public Transportation Program.

d) **2013-153**
A by-law to authorize a Municipality Contribution Agreement between the City and Ontario Lottery and Gaming Corporation for payment of slot machine revenues and table games revenues to the City.

A report from the City Solicitor is on the Agenda.

e) **2013-154**
A by-law to authorize an agreement between the City, the Business Development Bank of Canada and Paddon & Yorke Inc. regarding the proportion of funds received from the sale of 59 Industrial Court C.

A report from the City Tax Collector is on the Agenda.

f) **2013-155**
A by-law to authorize an agreement between the City and Mr. Albert Williams for a financial donation in the amount of $7,000 to be used for playground equipment which will be placed and maintained in MacDonald Park.

A report from the City Solicitor is on the Agenda.

g) **2013-157**
A by-law to authorize an agreement between the City and Greenberg Consultants Inc. (in collaboration with the Planning Partnership), to complete a strategic planning and design study for the westerly downtown area being referred to as the "Canal District", in the amount of $40,000.

A report by Planner is on the Agenda.

h) **2013-159**
A by-law to authorize an agreement between the City and Superior Petroleum Maintenance Ltd. for UST Removal and Installation of New Fuel Dispensing System located at 128 Sackville Road, Sault Ste. Marie, Ontario, for the total project cost of $223,275.75, plus HST.

A report by Manager of Purchasing is on the Agenda.

TEMPORARY STREET CLOSING

i) **2013-156**
A by-law to permit the temporary closing of Queen Street East from East Street to Brock Street on August 24th, 2013 from 11:00 a.m. to 5:00 p.m. to facilitate the Queenstown Square 1 Block Party.

j) **2013-158**
A by-law to permit the temporary closing of Russ Ramsay Way and Foster Drive from The Drop-In Centre parking lot entrance to the Civic Centre west entrance of the south parking lot on September 15, 2013 from 12 noon to 3:00 p.m. to facilitate the Municipal Flag Raising Ceremony.

By-laws before Council for **THIRD** reading which do not require more than a simple majority.

STREET CLOSING

k) **2013-133**
A by-law to stop up, close and authorize the conveyance of a street in the Greenfield Park "A" Subdivision, Plan H518.

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

12. ADDENDUM TO THE AGENDA

13. ADJOURNMENT

Mover: Councillor T. Sheehan
Seconder: Councillor M. Bruni
Resolved that this Council now adjourn.

MINUTES

REGULAR MEETING OF CITY COUNCIL

2013 07 15

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, P. Mick

Absent: Councillors F. Manzo (illness), T. Sheehan (vacation)

Officials: J. Fratesi, M. White, N. Kenny, L. Girardi, S. Hamilton Beach D. Scott, J. Cain, B. Freiburger, S. Schell, J. Bruzas, J. Dolcetti, C. Taddo, D. McConnell, P. Milosevich, F. Coccimiglio

1. ADOPTION OF MINUTES

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that the Minutes of the Regular Council Meeting of 2013 06 24 be approved. CARRIED

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

3. APPROVE AGENDA AS PRESENTED

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich
Resolved that the Agenda and Addendum #1 for 2013 07 15 City Council meeting as presented be approved. CARRIED

4. DELEGATIONS/PROCLAMATIONS

a) Don Calvert – Chairman of Sault Accessible Sports Incorporated was in attendance concerning proclamation – Accessible Sports Week.

b) Larry Girardi, Commissioner of Public Works and Transportation was in attendance to present the department's 2013 budget and year-to-date financial information – agenda item 6.(7)(a).

c) Sergeant Ray Magnan was in attendance concerning agenda item 5.(k).

d) Perry Kerns was in attendance concerning agenda item 5.(r).

e) Frank Provenzano was in attendance concerning agenda item 6.(6)(b).

f) Lina Guzzo, Ray Lavallee, William Schill, Tony Chiarella were in attendance concerning agenda item 6.(6)(c).

g) Orlando Rosa, Bill Wierzbicki, Paul Richards, Dr. Mike Davis, Larry Jackson, Carl Jorgenson, Richard Craftchick, Peter Gagnon, Peter McLarty, Kluss Oswald, and Rene Aubin were in attendance concerning 6.(6)(d).

PART ONE – CONSENT AGENDA

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

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich
Resolved that all the items listed under date 2013 07 15 – Part One – Consent Agenda and Addendum #1 be approved as recommended save and except 5.(k), 5.(r) and 5.(w).

a) Correspondence from AMO was received by Council.

b) Correspondence from the Premier of Ontario concerning Northern Ontario issues was received by Council.

c) Correspondence from the Municipal Property Assessment Corporation concerning an information update was received by Council.

d) Correspondence from the Alzheimer Society Sudbury-Manitoulin concerning Dementia Care Strategy was received by Council.

e) Correspondence from Clean North concerning the Civic Centre's Green Days program was received by Council.

f) Correspondence requesting permission for a private property liquor license extension was received by Council.

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich
Resolved that City Council has no objection to the proposed extended licensed area as detailed in the written request for a liquor license extension on private property for an outdoor event on the following stated date and time:

The Royal Canadian Legion – Branch 25
96 Great Northern Road
Annual Horeshoe Tournament – August 24, 2013 from 11:00 a.m. to 11:00p.m.

CARRIED

g) A letter of request for a temporary street closing was received by Council.

1) on Queen Street East from Pim Street to Dennis Street – August 9 from 6:00 p.m. to 11:00 p.m. and on Queen Street East from East Street to Brock Street – August 10 from 11:00 a.m. to 11:00 p.m. and August 11 from 11:00 a.m. to 7:00 p.m. in conjunction with Buskerfest.

The relevant By-law 2013-143 is listed under Item 10 of the Minutes.

h) **Staff Travel**

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

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that the report of the Chief Administrative Officer dated 2013 07 15 concerning Staff Travel requests be approved as requested. CARRIED

i) **Tender for Supply and Delivery of One (1) Para-Transit Mini Bus**

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

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that the report of the Manager of Purchasing dated 2013 07 15 be endorsed and that the tender for the supply and delivery of One (1) Para-Transit Mini Bus, as required by the Transit Division of the Public Works and Transportation Department, be awarded as recommended. CARRIED

j) **2012 Financial Statements and Appointment of City Auditor for the 2013 Fiscal Year**

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

Moved by: Councillor P. Chrisitan
Seconded by: Councillor J. Krmpotich
Resolved that the report of the Commissioner of Finance and Treasurer dated 2013 07 15 concerning the audited Consolidated Financial Statements for 2012 be approved; and
Further that KPMG LLP, Chartered Accountants be appointed as the City Auditor for the 2013 fiscal year. CARRIED

k) **Municipal Coat of Arms**

The report of the City Clerk was received by Council.

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich
Resolved that the report of the City Clerk dated 2013 07 15 concerning Municipal Coat of Arms be accepted and the recommendation to approve the draft blazon as provided by the Deputy Chief Herald be endorsed. CARRIED

l) **Ermatinger•Clergue National Historic Site – Heritage Discovery Centre – Agreement with Architect**

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

The relevant By-law 2013-142 is listed under Item 10 of the Minutes.

m) **Contract 2013-5E – Clark Creek Upgrades**

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

The relevant By-law 2013-138 is listed under Item 10 of the Minutes.

n) **Fermented Sludge Recycle**

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

The relevant By-law 2013-120 is listed under Item 10 of the Minutes.

o) **Contract 2013-9E – Miscellaneous Sewer Repair**

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

The relevant By-laws 2013-144 and 2013-145 are listed under Item 10 of the Minutes.

p) **Forcemain Condition Assessment – River Road Pump Station to East End Wastewater Treatment Plant**

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

The relevant By-law 2013-134 is listed under Item 10 of the Minutes.

q) **Demolition of Northern Brewery Building – 503 Bay St.**

The report of the Commissioner of Engineering and Planning was received by Council.

Moved by: Councillor P. Chrisitan
Seconded by: Councillor J. Krmpotich
Resolved that the report of the Commissioner of Engineering and Planning dated 2013 07 15 concerning Demolition of Northern Brewery Building – 503 Bay St. be received as information. CARRIED

r) **Demolition of 606 Wellington Street East**

The report of the Chief Building Official was received by Council.
Correspondence from Perry Kerns was received by Council.

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich
Resolved that the report of the Chief Building Official/Property Standards Officer dated 2013 07 15 concerning Civic No. 606 Wellington Street East be accepted and the recommendation that the Corporation hire the forces necessary to demolish the existing 2-unit apartment building, adding the costs of this action to the taxes of the subject property be approved. CARRIED

s) **Waste Supply and Reformation Amending Agreement**

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

The relevant By-law 2013-152 is listed under Item 10 of the Minutes.

t) **Elementa Group Inc. Purchase of City Owner Property – Part of 903 Base Line**

The report of the City Solicitor was received by Council.

The relevant By-law 2013-139 is listed under Item 10 of the Minutes.

Mover: S. Butland
Seconder: J. Krmpotich
Resolved that concerning agenda items 5.(s) and 5.(t) (by-laws 2013-152 and 2013-139) that the execution of these agreements be conditional on Elementa having satisfied or satisfying all of its current and past obligations with the Corporation of the City of Sault Ste. Marie and P.U.C. Inc. under any other agreements. CARRIED

u) **Fireworks By-law**

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

The relevant By-law 2013-146 is listed under Item 10 of the Minutes.

v) **Street Closing Application – Greenfield Park "A" Subdivision, Plan H518**

The report of the City Solicitor was received by Council.

The relevant By-laws 2013-132 and 2013-133 are listed under Item 10 of the Minutes.

w) **Street Closing Application – McKinnon Subdivision, Plan M113 Parke**

The report of the City Solicitor was received by Council.

The relevant By-laws 2013-136 and 2013-137 are listed under Item 10 of the Minutes.

x) **8 Dufferin Street, Licence of Occupation of City Property**

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

The relevant By-law 2013-147 is listed under Item 10 of the Minutes.

y) **The Ukrainian Catholic Episcopal Corporation of Eastern Canada Licence of Occupation for a Sign on City Property**

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

The relevant By-law 2013-135 is listed under Item 10 of the Minutes.

z) **Algonquin Hotel, Licence of Occupation of City Property**

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

The relevant By-law 2013-128 is listed under Item 10 of the Minutes.

aa) **Buskerfest – August 9 – 11, 2013**

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

The relevant By-laws 2013-148 and 2013-149 are listed under Item 10 of the Minutes.

bb) **Loplops Patio Bar**

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

The relevant By-law 2013-150 is listed under Item 10 of the Minutes.

cc) **Black Road at Truck Road – Railway Crossing**

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

Mover: Councillor P. Christian
Seconder: Councillor J. Krmpotich
Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2013 07 15 concerning Black Road at Trunk Road –

Railway Crossing be accepted and the recommendation to include the estimated cost of $45,000 in the 2014 budget be approved. CARRIED

dd) Correspondence from the Mayor to the Premier of Ontario concerning the Ontario Lottery Commission was received by Council.

ee) Correspondence from the Deputy Minister of Northern Development and Mines concerning Assistant Deputy Minister, Northern Development Division was received by Council.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

(1) ADMINISTRATION

(2) COMMUNITY SERVICES DEPARTMENT

(3) ENGINEERING

(4) FIRE

(5) LEGAL

(6) PLANNING

a) **Application A-11-13-Z – filed by Nino Dipasquo – 414 Korah Road**

The report of the Planning Division was received by Council.

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that the report of the Planning Division dated 2013 07 15 concerning Application No. A-11-13-Z – filed by Nino Dipasquo – 414 Korah Road be received and that City Council approve the application and rezone the subject property from "R3" (Single Detached Residential) zone to "R3.S" (Single Detached Residential) zone with a Special Exception to permit a 4-plex, in addition to the uses permitted in an "R3" zone. CARRIED

b) **Application A-16-13-Z.OP – filed by Seamless Eavestrough MFG – 68 Railroad Avenue**

The report of the Planning Division was received by Council.

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich
Resolved that the report of the Planning Division dated 2013 07 15 concerning Application No. A-16-13-Z.OP – filed by Seamless Eavestrough MFG – 68 Railroad Avenue be received and that City Council approve the application subject to the 5 conditions contained in the report. CARRIED

c) **Application No. A-17-13-Z – filed by Emilio Lina and Mauro Guzzo – 720 Douglas Street**

The report of the Planning Division was received by Council.

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich
Resolved that the report of the Planning Division dated 2013 07 15 concerning Application No. A-17-13-Z – filed by Emilio, Lina and Mauro Guzzo – 720 Douglas Street be received and that City Council approve the application and rezone the subject property from "R2" (Single Detached Residential) zone to "R3" (Low Density Residential) zone, in order to permit the construction of multiple attached dwellings, and that the subject property be deemed subject to site plan control. DEFERRED

d) **Application No. 10-13-Z.OP – filed by Jeff and Patricia Avery – 179 & 227 Pointe Aux Pins Drive**

The report of the Planning Division was received by Council.

Mover: Councillor J. Krmpotich
Seconder: Councillor S. Butland
Resolved that agenda item 6.(6)(d) be postponed to a future meeting of City Council. WITHDRAWN BY MOVER AND SECONDER

Mover: Councillor S. Butland
Seconder: Councillor J. Krmpotich
Resolved that Council suspend the rules of Procedure By-law 2013-100 pertaining to meeting length for the July 15, 2013 Council meeting.

Moved by: Councillor P. Christian
Seconded by: Councillor R. Niro
Resolved that agenda item 6.(6)(d) – Application 10-13-Z.OP that the decision regarding the Pointe Aux Pins development be postponed until such time that additional tests be completed to address the concerns raised by Mr. Breen in his presentation to council. Specifically additional testing should be done to address: clay depth, septic tank safety, and stagnant water issues in the canal; and
Further that staff report back on how conditions can be added to the approval of this application to address any adverse effects to the existing beachfront properties from the proposed development. DEFEATED

Recorded Vote:

For: Councillors R. Niro, P. Christian, F. Fata

Against: Mayor D. Amaroso, Councillors L. Turco, S. Butland, S. Myers, M. Bruni, J. Krmpotich, B. Watkins, P. Mick

Absent: Councillors T. Sheehan, F. Manzo

Moved by: Councillor S. Butland
Seconded by: Councillor L. Turco
Resolved that the report of the Planning Division dated 2013 07 15 concerning Application No. 10-13-Z.OP – filed by Jeff and Patricia Avery – 179 & 227 Pointe Aux Pins Drive be received and that City Council approve the request for a 91 lot rural estate subdivision on the subject property subject to the 12 conditions outlined in the report. DEFEATED

Recorded Vote:

For: Councillors L. Turco, B. Watkins, F. Fata, P. Mick

Against: Mayor D. Amaroso, Councillors S. Butland, S. Myers, M. Bruni, J. Krmpotich, R. Niro, P. Christian

Absent: Councillors T. Sheehan, F. Manzo

(7) PUBLIC WORKS AND TRANSPORTATION

a) **Public Works and Transportation Budget Update**

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

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that the report of the Commissioner of Public Works and Transportation dated 2013 07 15 concerning Public Works and Transportation Budget Update be received as information. CARRIED

(8) BOARDS AND COMMITTEES

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

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

9. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

10. CONSIDERATION AND PASSING OF BY-LAWS

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

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that all by-laws listed under Item 10 of the AGENDA under date July 15, 2013 be approved, save and except by-laws 2013-136 and 2013-137. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2013-120 being a by-law to authorize the execution of an agreement between the City and AECOM Canada Ltd. for the design and contract administration for the fermented sludge recycle for an engineering fee estimate of Twenty Four Thousand Five Hundred ($24,500) Dollars (excluding HST) be PASSED in open Council this 15th day of July, 2013. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2013-126 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 414 Korah Road (DiPasquo) be PASSED in open Council this 15th day of July, 2013. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2013-128 being a by-law to authorize the execution of an agreement between the City and 1584866 Ontario Inc. operating as The Algonquin Hotel as Licencee to grant to the Licencee the right to occupy the property of the City identified as a portion of the Pim Street boulevard be PASSED in open Council this 15th day of July, 2013. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2013-129 being a by-law to adopt Amendment No. 195 to the Official Plan for the City of Sault Ste. Marie (Seamless Eavestrough MFG) be PASSED in open Council this 15th day of July, 2013. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2013-130 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 68 Railroad Avenue (Seamless Eavestrough MFG) be PASSED in open Council this 15th day of July, 2013. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2013-131 being a by-law to designate the lands located at 68 Railroad Avenue an area of site plan control (Seamless Eavestrough MFG). be PASSED in open Council this 15th day of July, 2013. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2013-132 being by-law to assume for public use and establish as a public street, a street in the Greenfield Park "A" Subdivision, Plan H518 be PASSED in open Council this 15th day of July, 2013. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2013-133 being a by-law to stop up, close and authorize the conveyance of a street in the Greenfield Park "A" Subdivision, Plan H518 be read a FIRST and SECOND time in open Council this 15th day of July, 2013. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2013-134 being a by-law to authorize the execution of an agreement between the City and AECOM Canada Ltd. For engineering services for the forcemain condition assessment for an engineering fee estimate of Twenty-Nine Thousand Nine Hundred Dollars $29,900 (excluding HST) be PASSED in open Council this 15th day of July, 2013. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2013-135 being a by-law to authorize the execution of a Licence Agreement between the City and The Ukrainian Catholic Episcopal Corporation of Eastern Canada to permit a sign to be placed on a portion of City Property located directly west of 293 St. Georges Avenue East and abutting St. Georges Avenue be PASSED in open Council this 15th day of July, 2013. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2013-138 being a by-law to authorize a contract between the City and Cecchetto & Sons Ltd. for the Clark Creek Sewage Pumping Station improvements (Contract 2013-5E) be PASSED in open Council this 15th day of July, 2013. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2013-139 being a by-law to authorize the conveyance of 15.3 acres at the southeast corner of Base Line and Leigh's Bay Road (part of civic 903 Base Line) to Elementa Group Inc. or such other person or companies

as directed by them be PASSED in open Council this 15th day of July, 2013. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2013-140 being a by-law to permit the temporary closing of Queen Street East from Pim Street to Dennis Street on August 9th, 2013 from 6:00 p.m. to 11:00 p.m. to facilitate Buskerfest be PASSED in open Council this 15th day of July, 2013. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2013-141 being a by-law to authorize an agreement between the City and Pro North Roofing for the replacement of the roof at the Jessie Irving Children's Centre be PASSED in open Council this 15th day of July, 2013. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2013-142 being a by-law to authorize an agreement between the City and Chris Tossell, Architect for tendering, contract administration and field review of the Heritage Discovery Centre project, 800 Bay Street, Sault Ste. Marie, Ontario be PASSED in open Council this 15th day of July, 2013. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2013-143 being a by-law to permit the temporary closing of Queen Street East from East Street to Brock Street on August 10th, 2013 from 11:00 a.m. to 11:00 p.m. and on August 11th, 2013 from 11:00 a.m. to 7:00 p.m. to facilitate the Buskerfest Street Festival be PASSED in open Council this 15th day of July, 2013. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2013-144 being a by-law to authorize execution of a contract between the City and R.M. Belanger Limited for miscellaneous sewer repairs (Contract 2013-9E) be PASSED in open Council this 15th day of July, 2013. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2013-145 being a by-law to permit the temporary closing of Woodward Avenue from Queen Street East to Wellington Street East and Rossmore Road from Cooper Street to Korah Road from August 1, 2013 until October 31, 2013 be PASSED in open Council this 15th day of July, 2013. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2013-146 being a by-law to regulate the sale and setting off of fireworks and to repeal By-law 73-107 be PASSED in open Council this 15th day of July, 2013. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2013-147 being a by-law to authorize an agreement between the City and Valery Neil as Licencee to permit an accessibility ramp to be placed on the Dufferin Street boulevard in front of the Licencee's property at 8 Dufferin Street be PASSED in open Council this 15th day of July, 2013. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2013-148 being a by-law to authorize an agreement between the City, Loplops, the Downtown Association and Sault Ste. Marie Buskerfest as Licencees to permit the Licencees to occupy various portions of Queen Street East on August 9 – 11, 2013 for the Buskerfest Weekend Activities be PASSED in open Council this 15th day of July, 2013. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2013-149 being a by-law to authorize an agreement between the City and Sault Ste. Marie Buskerfest as Licencee to permit the Licencee to occupy a portion of Queen Street East between Brock and East Streets on August 9 – 11, 2013 for the Buskerfest Weekend Activities be PASSED in open Council this 15th day of July, 2013. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2013-150 being a by-law to authorize an agreement between the City and Loplops as Licencee to permit the Licencee to occupy a portion of the City Boulevard and Sidewalk in front of 651 Queen Street East to erect an outdoor patio on July 18 – 21, 2013 inclusive and August 9 – 11, 2013 inclusive be PASSED in open Council this 15th day of July, 2013. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2013-151 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be PASSED in open Council this 15th day of July, 2013. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2013-150 being a by-law to authorize an agreement between the City and Elementa Group Inc. for Waste Supply and Reformation be PASSED in open Council this 15th day of July, 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 S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that this Council now adjourn. CARRIED

_____
Mayor

_____
City Clerk

5(a)

Malcolm White

From: AMO Communications <communicate@amo.on.ca>
Sent: July 17, 2013 6:01 PM
To: Malcolm White
Subject: AMO Update re: Unpaid Internships
Attachments: Ministry of Labour re Issue of Unpaid Internships in Ontario.pdf

TO THE ATTENTION OF THE CLERK AND CAO

July 17, 2013

As you are aware, the issue of unpaid interns in the private sector has been a recent media matter. Attached is a letter from the Minister of Labour to AMO that sets out the Ontario law surrounding this matter. We wanted to make sure you were aware of this information directly so that you can discuss it with your Human Resources staff and municipal solicitor as required.

AMO Contact: Monika Turner, Director of Policy, mturner@amo.on.ca, 416-971-9856 or 1-877-426-6527 ext. 318

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)

Ministry of Labour

Office of the Minister

400 University Avenue
14th Floor
Toronto ON M7A 1T7
Tel: 416 326-7600
Fax: 416 326-1449

Ministère du Travail

Bureau du ministre

Ontario

400, avenue University
14e étage
Toronto ON M7A 1T7
Tél. : 416 326-7600
Téléc. : 416 326-1449

Mr. Russ Powers
President
Association of Municipalities of Ontario
801 - 200 University Avenue
Toronto, Ontario
M5H 3C6

amo@amo.on.ca

Dear Mr. Powers: Russ

The Ministry of Labour is committed to ensuring fairness in the labour market for all employees and organizations. Particularly as summer is here, I wanted to write to you to address the issue of unpaid internships in Ontario. I believe municipalities, and your municipal stakeholders, will be interested to know the rules that apply to internships, to ensure that they are in compliance with the law.

In general, a person who performs work for an organization is an employee, unless he or she is in business for themselves. As an employee, he or she is generally entitled to all of the rights under the *Employment Standards Act, 2000* (*ESA*), including the minimum wage.

There are some exceptions, but they are very limited. Unpaid internships are illegal under Ontario law unless they fall within an exception. The fact that an individual is labelled an intern does not affect his or her rights under the *ESA*.

One possible exception is a trainee. Trainees, however, will generally be considered to be employees for purposes of the *ESA* and therefore must be paid, unless all of the conditions below are met:

1. The training is similar to that which is given in a vocational school.
2. Some benefit is received by the trainee from the training, such as new knowledge or skills.
3. The employer derives little, if any, benefit from the activity of the trainee while he or she is being trained.
4. The trainee does not take someone else's job.
5. The employer is not promising you a job at the end of your training.
6. The trainee has been told that he or she will not be paid for his or her time.

.../2

It should be noted that the *ESA* does not prohibit an employer from hiring as an employee someone who was a former unpaid trainee who met all six of the conditions above.

Another exception concerns college and university programs. The *ESA* does not apply to an individual who performs work under a placement program approved by a university or by a college of applied arts and technology.

Finally, the *ESA* also does not apply to true volunteers, such as a person helping out a neighbour or friend or volunteering at a charity. The legal test for a true volunteer arrangement looks at several factors, but merely agreeing to work without pay does not in itself make an individual a volunteer.

These rules are in place to prevent the exploitation of young workers, and to ensure that Ontario employers who play by the rules have a level playing field.

As part of the 2013 budget, the government is investing an additional $3 million annually to hire additional officers and staff to provide more proactive inspections, beginning in 2013-14. This brings the government's total investment to $7.5 million since 2009. The funding will be used to hire 20 new members of a dedicated enforcement team, and by 2014-15, these officers will conduct an additional 1,400 inspections a year.

If municipal officials or other stakeholders would like further information, they may wish to visit the Ministry of Labour's webpage at www.ontario.ca/internshipstandards, or call the ministry's Employment Standards Information Centre at 1-800-531-5551.

Sincerely,

Yasir Naqvi
Minister of Labour

5(a)

Registration Form

Time for Action

2013 wrought significant change to business as usual as the public sector complied with the long-awaited requirements under the Green Energy Act. After reporting their energy consumption under Regulation 397/11, many organizations are asking now what? The 2013 Connections Energy Symposium will examine the data, reflect on lessons learned, and present ideas on cost-saving measures, leading technologies and more so municipal, utility, and other broader public sector partners can prepare for 2014.

2013 Connections Energy Symposium

Date: December 6, 2013
Location: Sheraton Airport Hotel & Conference Centre, 801 Dixon Rd, Toronto

First Name _____ Last Name _____

Title _____

Municipality/Organization _____

Mailing Address _____

City _____ Province _____

Postal Code _____ E-mail _____

Phone _____ Fax _____

Special Requirements (dietary, health, other...) _____

Conference Registration Fee: fees below are subject to a 13% HST charge.

	Regular Rate	
	MEMBER	NON-MEMBER*
Symposium Full Rate	$ 280	$ 300

*Non-member rate includes Provincial and Federal Government.

Payment must be made in full prior to the conference. Please note the Conference Organizer's reserve the right to refuse entry to any delegate as it deems fit.

Payment Summary: Registration Fee $_____ + 13% HST = $ _____

☐ Cheque payable to: Local Authority Services Limited 200 University Avenue, Suite 801 Toronto, ON., M5H 3C6 HST # 133946921RT0001	☐ Mastercard ☐ Visa Card # Name on Card Expiry Date Signature

Cancellation Policy: Cancellations must be made in writing and received by AMO no later than 4:30 p.m. November 1, 2013
An administration fee of $ 75.00 + 13% HST ($84.75) will apply. Cancellations received after November 1, 2013 will not be refunded.

LAS.on.ca

The Meetings Series

Register

Overview

Chairing and participating in meetings effectively places challenges and opportunities in front of you. How you conduct yourself and how you prepare for these meetings can determine how you actively engage as a participant. This course focuses on how to improve the planning of a meeting, how to chair a meeting and will also aim to increase your success in chairing and conducting meetings. As municipal meetings are unique, this course will look beyond generic tips and tricks and will look at your municipal needs to run effective open and closed meetings.

Contact

Special Events & Research Coordinator

Direct line

T 416 971 9856 ext. 330

F 416 971 6191

Downloads

Registration Form

Who Should Attend

All those who actively participate in municipal meetings from members of council to municipal staff

Benefits

- Better understanding of the roles of meetings in the municipal context
- Comprehensive knowledge of the roles of meeting participants
- A number of helpful strategies for successful meetings
- Foundation to build and form positive relationships with meeting participants

Agenda at a Glance

The topics covered below are a sample of what is covered in the complete course:

- Principles of successful meetings
- Planning and meeting agendas
- Roles and responsibilities
- Procedure By-Law

This is a full day course that runs from 8:30 am to 4:30 pm with lunch provided

Upcoming Sessions

- Friday, October 11: Stratford (Festival Inn)
- Tuesday, October 15: Belleville (Travelodge Belleville)

Legislative and Planning Services
Office of the Regional Clerk
1151 Bronte Road
Oakville ON L6M 3L1
Email: RegionalClerk@halton.ca

VIA EMAIL

July 11, 2013

AMO
All Municipalities in Ontario

Please be advised that at its meeting held Wednesday, July 10, 2013, the Council of the Regional Municipality of Halton adopted the following resolution:

RESOLUTION: Enbridge Pipelines Inc. Line 9 Reversal

WHEREAS Enbridge Pipelines Inc. (Enbridge) is seeking approval from the National Energy Board (NEB) for the flow reversal between North Westover in Hamilton and Montreal to an eastward direction and capacity expansion to 300,000 barrels per day of the existing Line 9 pipeline, including an allowance for the transportation of heavy crude oil products;

WHEREAS the NEB, as the responsible federal agency regulating pipelines, energy development and trade in Canada, issued a Hearing Order, convening a public hearing for this project;

WHEREAS Environment Canada reports that one drop of oil can render up to 25 litres of water unfit for drinking;

WHEREAS Environment Canada reports that oil products are harmful to aquatic and terrestrial ecosystems;

WHEREAS the pipeline integrity and other preventative and emergency response measures are paramount to minimizing the likelihood of a release and for the protection of the community and the environment;

WHEREAS failure of the pipeline will lead to oil products release into the environment and contamination of our waterways and potentially Lake Ontario; and

WHEREAS currently only one remote controlled isolation valve is located in the Region of Halton along the Enbridge Line 9 pipeline;

THEREFORE BE IT RESOLVED:

THAT Enbridge be requested to install isolation valves on each side of watercourses to provide enhanced environmental protection and improve the potential for minimization of environmental contamination of our waterways and potentially Lake Ontario, and health and safety impacts in the event of a pipeline failure;

THAT the National Energy Board be requested to require the installation of isolation valves on each side of watercourses (regardless of whether they are classified as "navigable" or not) to provide enhanced environmental protection and improve the potential for minimization of environmental contamination of our waterways and potentially Lake Ontario, and health and safety impacts in the event of a pipeline failure;

THAT the Regional Clerk forward a copy of this resolution to the Great Lakes and St. Lawrence Cities Initiative, as they have Intervenor status in the NEB hearing process for the Enbridge project, for inclusion in their hearing submissions; and

THAT the Regional Clerk forward a copy of this resolution to the City of Burlington, as they have Letter of Commenter status in the NEB hearing process for the Enbridge project, for inclusion in their hearing submission.

THAT the Regional Clerk forward a copy of this resolution to the Association of Municipalities of Ontario for distribution to all municipalities in Ontario.

As per the above resolution, please accept this correspondence for your information and consideration. Please be advised that we have taken action on distribution in Ontario.

If you have any questions please contact Ms. Karyn Bennett, Regional Clerk & Director of Council Services.

Sincerely,

Kathy Kielt

Kathy Kielt
Deputy Clerk and Supervisor of
Council & Committee Services

5(c)

The Premier
of Ontario

Legislative Building
Queen's Park
Toronto, Ontario
M7A 1A1

La première ministre
de l'Ontario

Édifice de l'Assemblée législative
Queen's Park
Toronto (Ontario)
M7A 1A1

Ontario

July 31, 2013

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

Dear Mayor Amaroso: Debbie,

Thank you for taking the time to send your letter regarding the forestry industry and proposed changes to the *Endangered Species Act*. The views of Sault Ste. Marie council and those of our municipal partners in North Bay, Thunder Bay, Timmins and Sudbury are essential to expanding economic development in Northern Ontario, and I welcome your shared correspondence on this issue. I would also like to again thank the City of Sault Ste. Marie for being such a gracious host to our Northern Cabinet meeting in March.

Our government understands that species at risk protection and economic development in Ontario must go hand in hand. We need to find ways to allow and encourage Ontario's economy to grow, while at the same time protecting our most vulnerable species and their habitats. This requires the collaboration of industry, municipalities, landowners and environmental leaders.

I note that you have copied my colleague the Honourable David Orazietti, Minister of Natural Resources, on your correspondence. As the issues you have raised fall under his area of responsibility, I have asked that the minister respond to you further.

Once again, thank you for writing. I value and welcome your input as we work for strong, sustained growth in Northern Ontario. Please accept my best wishes.

Sincerely,

Kathleen Wynne
Premier

RECEIVED
AUG - 6 2013
MAYOR'S OFFICE

.../2

c: Al McDonald, Mayor, City of North Bay
Tom Laughren, Mayor, City of Timmins
Keith Hobbs, Mayor, City of Thunder Bay
Marianna Matichuk, Mayor, City of Greater Sudbury
The Honourable David Orazietti

5(c)

DEBBIE AMAROSO
MAYOR



CORPORATION OF THE
CITY OF SAULT STE. MARIE

May 2, 2013

The Honourable Kathleen Wynne
Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Dear Premier Wynne,

The purpose of this letter is to address the proposed recommendations for the Endangered Species Act. On behalf of myself, City Council and City Staff, I would like to thank you for your efforts to ensure the highest standard of regulations relating to the sustainability and protection of endangered species and ecosystems in Ontario.

The current Endangered Species Act has proven to be an instrumental tool in keeping our waterways and ecosystems intact and protected. Improvements upon such acts are an indication of proactive stakeholders and government, however; consultation is key when changing the laws that govern economic-driving industries in Northern Ontario.

The forest sector employs over 200,000 in over 260 communities in Ontario. It is an important contributor to our economy. The province needs to take these considerations into account and ensure that those living in Northern Ontario have the opportunity to make a living off of their natural resources.

Currently, the ESA does not take into account these important socio-economic considerations. When originally written, the Endangered Species Act did not allow for a balance between environmental sustainably and economic sustainability; the current proposal for changes allows for a more harmonious legislation and recognizes that there are already strong protections in place for species at risk

Many of the requirements in the ESA are unnecessary because the Crown Forest Sustainability Act (CFSA) already ensures that the forest sector has to protect species at risk. The CFSA also requires forest companies to make continuous updates to their Forest Management Plans, which are based on sustainability and recognized around the world as a model of sustainability. It is necessary to review these Acts so that we do not duplicate efforts and over complicate the laws governing our natural resource industries.

Northern municipalities have expressed strong support for moving forward with the current ESA proposal for forestry, which provides a five year period in which the forest sector can continue to operate under the CFSA guidelines, while also striking an expert panel to examine the overlaps between the CFSA and the ESA and harmonize them.

The Honourable Kathleen Wynne
Premier of Ontario
May 2nd, 2013

Northern municipalities also have noted that the forestry sector is starting to show positive signs. After eight years of mill closings, now is not the time to create unnecessary regulations restricting its growth

In essence, Northern communities are asking the province to listen to their request to recognize how important forestry is to the North and the economy.

You will note this letter has been reviewed by my colleagues, Mayor Keith Hobbs of Thunder Bay, Mayor Marianne Matichuk of Sudbury, Mayor Tom Laughren of Timmins, and Mayor Al McDonald of North Bay. We have come to an agreement to support the new recommendations for the Endangered Species Act and move forward immediately, with the above considerations in mind.

If needed, I would be happy to participate in any level of consultation or in any way possible. Please contact Renee Wysynski, Assistant to the Mayor at 705-759-5344 or by e-mail at r.wysynski@cityssm.on.ca to coordinate or to reach me by phone.

Sincerely,

Ontario by Canada naturally gifted

Debbie Amaroso, Mayor
City of Sault Ste. Marie

NORTH BAY

Al McDonald, Mayor
City of North Bay

The Honourable Kathleen Wynne
Premier of Ontario
May 2nd, 2013

Tom Laughren, Mayor
City of Timmins

Thunder Bay

Keith Hobbs, Mayor
City of Thunder Bay

Sudbury

Marianna Matichuk, Mayor
City of Greater Sudbury

CC:

The Honourable Jim Bradley, Minister of the Environment
The Honourable Laurel Broten, Minister of Intergovernmental Affairs
The Honourable Michael Chan, Minister of Tourism, Culture and Sport
The Honourable Bob Chiarelli, Minister of Energy
The Honourable Michael Coteau, Minister of Citizenship and Immigration
The Honourable Brad Duguid, Minister of Training, Colleges and Universities
The Honourable John Gerretsen, Attorney General
The Honourable Michael Gravelle, Minister of Northern Development and Mines
The Honourable Dr. Eric Hoskins, Minister of Economic Development, Trade and Employment
The Honourable Linda Jeffrey, Minister of Municipal Affairs and Housing
The Honourable Jeff Leal, Minister of Rural Affairs

The Honourable Tracy MacCharles, Minister of Consumer Services
The Honourable Deb Matthews, Minister of Health and Long-Term Care
The Honourable Ted McMeekin, Minister of Community and Social Services
The Honourable Madeleine Meilleur, Minister of Community Safety and Correctional Services
The Honourable John Milloy, Government House Leader
The Honourable Reza Moridi, Minister of Research and Innovation
The Honourable Glen R Murray, Minister of Transportation
The Honourable Yasir Naqvi, Minister of Labour
The Honourable David Orazietti, Minister of Natural Resources
The Honourable Teresa Piruzza, Minister of Children and Youth Services
The Honourable Liz Sandals, Minister of Education
The Honourable Mario Sergio, Minister Responsible for Seniors
The Honourable Charles Sousa, Minister of Finance
The Honourable Harinder Takhar, Minister of Government Services
The Honourable David Zimmer, Minister of Aboriginal Affairs

5(d)

CONFIDENTIAL

ONTARIO LOTTERY AND GAMING CORPORATION (OLG)
4120 Yonge Street, Suite 500, Toronto, Ontario M2P 2B8
Ph: 416-224-7047
Fax: 416-224-7002
Email: jpastore@olg.ca

Date: July 19, 2013

To: Mayor Debbie Amaroso
City of Sault Ste. Marie

Fax: 705-541-7171
Email: mayor.amaroso@cityssm.on.ca

From: Giacomo (Jake) Pastore
Director, Municipal & Community Relations

Message:

Please note that there will be a financial transaction to your Municipality's account on July 19, 2013 in the amount of **$343,827** for the April 1 to June 30, 2013 quarterly payment.

This amount represents your payment calculated from the funding formula in the Amended and Restated Municipality Contribution Agreement (MCA) for the operation of the **Casino Sault Ste. Marie.** We look forward to receiving your signed copy of the MCA by September 30, 2013. This brings the total of your life to date hosting payments to **$21,801,762**.

Should you have any questions regarding this payment, feel free to contact me directly at 416-224-7047.

Thank you.

Giacomo (Jake) Pastore
Director, Municipal and Community Relations
Policy and Stakeholder Relations
Phone: 416-224-7047
Fax: 416-224-7002
Mobile: 416-508-4389
Email: JPastore@OLG.CA

5(d)

Casino Sault Ste. Marie
Municipality Contribution Statement
for the quarter ended June 30, 2013
Unaudited results, subject to final reconciliation

Total Electronic Games Revenue (as per IFRS):		
for the quarter ended June 30, 2013	6,276,404	
for the quarter ended September 30, 2013	-	
for the quarter ended December 31, 2013	-	
for the quarter ended March 31, 2014	-	
	6,276,404	
Municipality Contribution on Electronic Games Revenue:		
- 5.25% of Electronic Games Revenue that is less than or equal to $65 M	329,511	
- 3.00% of Electronic Games Revenue that is more than $65 M and less than or equal to $200 M	-	
- 2.50% of Electronic Games Revenue that is more than $200 M and less than or equal to $500 M	-	
- 0.50% of Electronic Games Revenue that is more than $500 M	-	
Total Municipality Contribution on Electronic Games Revenue		**329,511**
Total Live Table Games Revenue (as per IFRS):		
for the quarter ended June 30, 2013	357,888	
for the quarter ended September 30, 2013	-	
for the quarter ended December 31, 2013	-	
for the quarter ended March 31, 2014	-	
	357,888	
Municipality Contribution on Live Table Games Revenue:		
- 4.00% of Live Table Games Revenue	14,316	
Total Municipality Contribution on Live Table Games Revenue		**14,316**
Total Municipality Contribution - Year to Date		**343,827**
Less: Municipality Contribution Paid - Q1		
Municipality Contribution Paid - Q2		
Municipality Contribution Paid - Q3		
Total Municipality Contribution - Quarterly Payment to the City of Sault Ste. Marie		**343,827**
Net to be transferred		**343,827**

Transferred via EFT

Prepared by OLG Corporate Accounting & Reporting

5(d)

CASINO REVENUE SUMMARY

City of Sault Ste. Marie

CITY 5% SLOT REVENUE

		TOTAL	Increase over Previous Year
	Total 1999	783,232	
	Total 2000	1,292,709	65.0%
	Total 2001	1,611,235	24.6%
	Total 2002	1,928,143	19.6%
	Total 2003	1,915,935	-0.5%
	Total 2004	1,870,351	-2.4%
	Total 2005	1,577,078	-15.7%
	Total 2006	1,455,919	-7.7%
	Total 2007	1,530,207	5.1%
	Total 2008	1,517,040	-0.9%
	Total 2009	1,472,299	-2.9%
	Total 2010	1,463,082	-0.6%
2011			
January 1 to March 31,2011		342,923	
April 1 to June 30, 2011		340,576	
July 1 to September 30,2011		379,936	
October 1 to December 31,2011		343,070	
	Total 2011	1,406,505	-3.9%
2012			
January 1 to March 31,2012		331,195	
April 1 to June 30, 2012		339,781	
July 1 to September 30,2012		350,543	
October 1 to December 31,2012		317,813	
	Total 2012	1,339,332	-4.8%
2013			
January 1 to March 31,2013		296,866	
April 1 to June 30, 2013		343,827	
	Total 2013	640,693	
Total Funds Received since 1999		21,801,760	

	Jan. to March	% Increase	April to June	% Increase
1999	0	0	0	0
2000	287,177	0%	317,240	0%
2001	320,150	11%	392,289	24%
2002	430,587	34%	490,694	25%
2003	445,897	4%	496,830	1%
2004	483,157	8%	498,329	0%
2005	393,120	-19%	403,216	-19%
2006	344,906	-12%	355,429	-12%
2007	358,727	4%	386,432	9%
2008	352,418	-2%	388,382	1%
2009	356,734	1%	372,517	-4%
2010	347,047	-3%	373,970	0%
2011	342,923	-1%	340,576	-9%
2012	331,195	-3%	339,781	0%
2013	296,866	-10%	343,827	1%

	July to Sept.	% Increase	Oct. to Dec.	% Increase
1999	475,421	0%	307,811	0%
2000	372,049	-22%	316,243	3%
2001	473,346	27%	425,450	35%
2002	534,131	13%	470,731	11%
2003	480,977	-10%	492,231	5%
2004	464,417	-3%	424,448	-14%
2005	408,222	-12%	372,516	-12%
2006	386,201	-5%	369,383	-1%
2007	418,484	8%	366,564	-1%
2008	399,403	-5%	376,837	3%
2009	404,405	1%	338,643	-10%
2010	394,017	-3%	347,449	3%
2011	379,937	-4%	343,070	-1%
2012	350,543	-8%	317,813	-7%

Prepared by W. Freiburger July 19, 2013

5(e)

MUNICIPAL PROPERTY ASSESSMENT CORPORATION

VIA EMAIL ONLY

July 08, 2013

To: Heads of Council
All Ontario Municipalities

From: Dan Mathieson
Chair, MPAC Board of Directors

Subject: Update from MPAC

I am writing to provide you with an update on the work we are doing at the Municipal Property Assessment Corporation (MPAC).

In addition to the Assessment Update activities that MPAC has been focused on, the corporation also launched a four-year strategic plan (2013-2016). The new plan is an ambitious one and it has the potential to save as much as $20 million over the next four years. The savings will be achieved through 18 strategic initiatives which we plan to implement over 2013-2016. These initiatives directly impact the product and services that MPAC delivers to the property owners of Ontario as well as our municipal and government stakeholders. I will take the opportunity to highlight some of our initiatives throughout this report.

2012 Province-Wide Assessment Update

Last fall, MPAC delivered its second province-wide Assessment Update as part of Ontario's four-year assessment cycle. This represented placing new values on Ontario's almost five million properties as of the legislated valuation date of January 1, 2012.

For the 2012 Assessment Update, MPAC received 110,000 Request for Reconsiderations (RfRs). In comparison, 195,000 were filed for the last update in 2008, representing a decrease of 85,000 RfRs or 44 per cent. MPAC is committed to completing 100 per cent of this year's RfRs by the legislated deadline of September 30, 2013.

In large part, this reduction in RfRs filed can be attributed to the public outreach undertaken last fall along with the relaunch of a new and improved aboutmyproperty.ca and release of Market Snapshot.

Office of the Chair c/o Municipal Property Assessment Corporation
1340 Pickering Parkway, Suite 101, Pickering, Ontario L1V 0C4
T: 519.271.0250 ext 236 F: 905.831.0040 www.mpac.ca

The first edition of Market Snapshot was launched prior to the mailing of Notices and highlighted the market changes. The report was well received by stakeholders and the media. More than 85 outlets covered the release of the report with the overall tone being positive.

I am pleased to report that property owners have embraced the opportunity to visit aboutmyproperty.ca to learn more about their assessment. From the start of the mailout of Notices to June 2013 (September 2012 – June 2013), more than 205,000 property owners registered on AboutMyProperty™, representing close to 240,000 properties. More than 2.4 million property snapshots were viewed and over 310,000 Properties of Interest were selected.

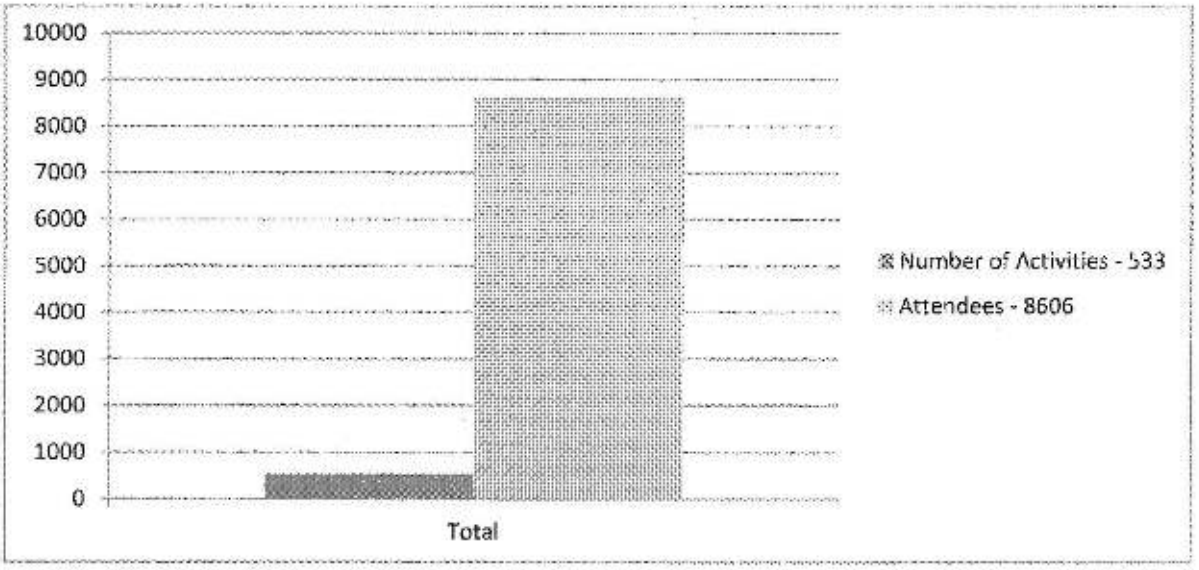
As of March 31, 2013, there were 79,568 outstanding Assessment Review Board (ARB) Appeals. Of this number, 7,785 are residential and 71,783 are non-residential. Over the first quarter, the ARB disposed of more than 11,000 Appeals.

One of the strategic initiatives in MPAC's new strategic plan directly addresses our commitment to respond and resolve all outstanding appeals within the four-year assessment cycle.

Public Education & Outreach

MPAC continues its community outreach activities in support of assessment related activities.

This year, MPAC has held more than 517 outreach activities across the province with various property taxpayer and stakeholder groups including municipalities. MPAC also attended 16 municipal association conferences and trade shows. In total, MPAC has connected with over 8600 stakeholders across the province.



2013 Growth Update

This year, MPAC is committed to processing over 160,000 building permits, with an anticipated taxable assessment growth, through Supplementary Assessment Listings, of approximately $23 billion.

Southwestern Ontario	$2.8 billion
Golden Horseshoe	$4.1 billion
Central North Eastern Ontario	$4.9 billion
Greater Toronto Area	$5.8 billion
Central Ontario (Cottage Country)	$1.8 billion
Eastern Ontario	$2.6 billion
Northern Ontario	$0.7 billion

In 2012, we delivered approximately **$24.3 billion** in assessment growth through Supplementary Assessment Listings delivered to municipalities throughout the year.

MPAC staff have also been following up with municipal partners to ensure there is an understanding of growth targets in your community in support of the municipal budget process.

2013 Ontario Budget: Strengthening Ontario's Property Tax System

In the 2013 Spring Budget, the government identified the need to review the timelines for the assessment appeal process as well as clarify and refine the assessment methodologies applied to special purpose business properties such as mills, industrial lands and billboards.

MPAC understands the concerns raised by municipalities about these properties and we look forward to working with all stakeholders to implement recommendations to strengthen the property tax system.

Transforming Relationships into Partnerships

As an elected municipal colleague and Chair of the MPAC Board of Directors, you have my assurance that we will continue to deliver on our commitment to property assessment excellence and outstanding service to our municipal partners, government stakeholders and the property taxpayers of Ontario.

The cornerstone of MPAC's four-year strategic plan is to transform its relationships with stakeholders into partnerships. I encourage you to call your local Municipal Relations Representative if you have any questions about the assessment activities in your community. You may also contact Arthur Anderson, Director of Municipal Relations at 905 837-6993 or 1 877 635-6722, extension 6993. If you would like to speak with me directly, I can be reached at 519 271-0250, extension 234.

I hope we have the opportunity to meet at the Association of Municipalities of Ontario Annual Conference this August in Ottawa. MPAC will be holding a concurrent session at the conference and I encourage you to attend our session if your schedule permits to hear an update from myself as well as MPAC President and Chief Administrative Officer Antoni Wisniowski.

Yours truly,

Dan Mathieson

Dan Mathieson
Chair, MPAC Board of Directors

Copy MPAC Board of Directors
Antoni Wisniowski
MPAC Executive Management Group
Joan Young, Vice-President, Stakeholder Relations & Communications, MPAC
Arthur Anderson
Account Managers, Municipal Relations, and Municipal Relations Representatives, MPAC
Municipal Chief Administrative Officers, Clerks and Treasurers
Municipal Liaison Group – Assessment

5(f)

July 19, 2013

Her Worship Mayor Debbie Amaroso
Office of the Mayor
City of Sault Ste. Marie
P.O. Box 580
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

Dear Mayor Amaroso,

I am pleased to inform you that, in a little over three years, thanks to the efforts of Sault Ste. Marie, an approved collector in our network, Ontario Electronic Stewardship (OES) has successfully diverted more than 200,000 tonnes of electronic waste from landfill.

But our work is not done yet. We want to build on the momentum of enthusiastic residents and businesses of Sault Ste. Marie to encourage them, and all Ontarians, to commit to the safe and responsible reuse and recycling of end-of-life electronics. At OES, we continue to work hard to ensure that all end-of-life electronics that pass through our system are processed in a manner which adheres to the rigorous environmental and health and safety standards of the Recycler Qualification Office (www.rqp.ca). The RQO operates under Electronic Products Recycling Association (EPRA), a national, non-profit entity, created by Canada's electronics industry. This not only ensures that end-of-life electronics don't end up in landfill, but that they are managed safely and responsibly.

As you may have heard, Environment Minister Jim Bradley introduced new waste reduction legislation on June 6th designed to reform the province's waste diversion system, including Industry Funding Organizations like OES. It is important to recognize that any transition that falls out of this new proposed legislation will involve consultation and occur over an extended period until such time as the Waste Diversion Act 2013 is passed. For all of us at OES, it is "business as usual" and we will continue to operate that way in the months ahead.

On behalf of OES, I would like to take this opportunity to personally thank you, Sault Ste. Marie waste diversion staff and your constituents for helping build a sustainable future for Ontario, and a greener place to do business and call home. Your community is taking action and doing their part for the environment. Thank you for these efforts.

Sincerely,

Jonathan Spencer
Executive Director, Ontario Electronic Stewardship

RECEIVED
AUG - 7 2013
MAYOR'S OFFICE

Ontario Electronic Stewardship (OES), a not-for-profit industry organization, oversees the responsible reuse and recycling of waste electronics through a program that includes hundreds of collection sites and numerous other affiliate sites across the province, including municipal, retail, not-for-profit and commercial sites. Every Ontario resident and business is encouraged to safely recycle their electronics free of charge.

The program was developed with Waste Diversion Ontario on behalf of the Ontario government under the Waste Diversion Act. The OES electronic waste recycling program accepts 44 items of electronic waste including computers, televisions, DVD players, hand-held devices and more.

885 Don Mills Road, Suite 400, Toronto ON M3C 1V9
Tel: (416) 380-4545 Fax: (416) 380-4154 ontarioelectronicstewardship.ca

5(h)

Downtown Association

Sault Ste Marie, Ontario

To: Malcolm White

From: Tasha Varpio

Fax #: 705. 759. 2310

Date: July 30, 2013

Pages: 1 (including cover)

RE: Street closure - Squared Block Party

◇ Urgent ◇ For Review ◇ For Your Information ◇ Please Reply

Comments:

Hi Malcolm,

Here is my last street closure application for the summer — and it's only one block.

Thanks,

Tasha

496 Queen Street East, Sault Ste. Marie, ON, Canada P6A 1Z8
Tel: (705) 942-2919 Fax: (705) 942-6368 Email: info@saultdowntown.com
Website: www.saultdowntown.com

JUL-31-2013 WED 08:29 PM DOWNTOWN ASSOCIATION FAX:705 942 6368 P.001

5(h)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Tanna Vanpio TELEPHONE: 942-2919

ADDRESS: 496 Queen Street POSTAL CODE: P6A 1Z8

The above person hereby makes application for the closing of

Queen Street

(Name of street to be closed)

from East St. to Brock St.

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

on the 24 day of August, 20 13 from 11 am/pm to 5 am/pm

for the purpose of Square 1 Block Party

APPROVALS SECTION:

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

Sgt. R. Marshall 1209 JUL 29 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.)

5(h)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Tasha Vargo TELEPHONE: 942-2919

ADDRESS: 496 Queen Street POSTAL CODE: P6A 1Z8

The above person hereby makes application for the closing of

Queen Street

(Name of street to be closed)

from East St. to Brock St.

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

on the 24 day of August, 20 13 from 11 am/pm to 5 am/pm

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580 Second Line East

Signature of Official

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Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street

Signature of Official

3. Public Works & Transportation Dept.
Telephone 541-7000
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Signature of Official

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496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

Signature of Official

CITY CLERK SECTION:

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

5(h)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Tonia Vanpio TELEPHONE: 942-2919

ADDRESS: 496 Queen Street POSTAL CODE: P6A 1Z8

The above person hereby makes application for the closing of

Queen Street

(Name of street to be closed)

from East St. to Brown St.

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

on the 24 day of August, 20 13 from 11 am/pm to 5 am/pm

for the purpose of Square 1 Block Party

APPROVALS SECTION:

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

Signature of Official

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

Signature of Official

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

Signature of Official

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111 Huron Street

Signature of Official

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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.)

5(h)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Tanya Vanpio TELEPHONE: 942-2919

ADDRESS: 496 Queen Street POSTAL CODE: P6A 1Z8

The above person hereby makes application for the closing of

Queen Street

(Name of street to be closed)

from East St. to Brock St.

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

on the 24 day of August, 20 13 from 11 am/pm to 5 am/pm

for the purpose of Square 1 Block Party

APPROVALS SECTION:

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

Signature of Official

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

Signature of Official

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496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

Signature of Official

CITY CLERK SECTION:

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

5(h)

TEMPORARY STREET CLOSURE - APPLICATION FORM

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ADDRESS: 496 Queen Street POSTAL CODE: P6A 1Z8

The above person hereby makes application for the closing of

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(Name of street to be closed)

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

on the 24 day of August, 2013 from 11 am/pm to 5 am/pm

for the purpose of Square 1 Block Party

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1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
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Signature of Official

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Telephone 949-3335/949-3387
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72 Tancred Street

Signature of Official

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Fax 759-5834
111 Huron Street

Signature of Official

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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.)

5(h)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Danny Krupotich TELEPHONE: 705-759-5896

ADDRESS: 99 Foste Drive POSTAL CODE: P6A 5N1

The above person hereby makes application for the closing of

Russ Ramsay Way / Foste Drive

(Name of street to be closed)

from Drop-In Centre Parking Lot to west entrance - Civic Centre

(reference points - street numbers, cross streets, etc.) Entrance South parking lot.

on the 15 day of September, 2013 from 12 am/pm to 3 am/pm

for the purpose of Municipal Flag Raising Ceremony

APPROVALS SECTION:

1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East
Sgt. R. Magnan # 209 AUG 0 1 2013
Signature of Official

2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3337
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.)

5(1)

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.berlinguet@cityssm.on.ca

2013 08 12

Mayor Debbie Amaroso and
Members of City Council

RE: Financial Assistance to the Town of Lac-Mégantic, Quebec

PURPOSE

The purpose of this report is to provide a recommendation to City Council on making a donation to the Town of Lac-Mégantic, Quebec, which suffered a deadly oil train derailment on July 6, 2013.

BACKGROUND

As Council is aware, the Town of Lac-Mégantic, located in the Eastern Township region of our neighbouring Province of Quebec, experienced a horrific fire when an unattended train with 72 tank cars carrying crude oil killed 47 residents, destroyed at least 30 buildings and left many people homeless. Not only were the lives of many of the townspeople ruined, the economy and the future of the town of 6,000 residents is now very much in question.

Prime Minister Stephen Harper, on behalf of the Federal Government, and the Quebec Premier, Pauline Marois, both visited Lac-Mégantic shortly after the disaster and each pledged $60 million of government assistance towards the cleanup and rebuilding of the town. It is expected, however, that the total cost to restore Lac-Mégantic may be as high as $1 billion.

Assistance is now pouring in to this small community from all parts of Canada, as well as, from other countries and it is recommended that Sault Ste. Marie do as it has done in the past and offer not only its condolences for the lives which have been lost and the damage suffered, but also to provide some financial assistance that will be used as part of the rebuilding of the community.

In 2012, City Council approved three donations that were recommended to assist other communities which had suffered disasters. Donations of $7,500 were approved by Council for each of Thunder Bay, Elliot Lake and Wawa.

ANALYSIS

Not Applicable

IMPACT

These unexpected donations were not budgeted for but can be appropriately covered under "Unforeseen Expenses" as in the past, should Council agree.

STRATEGIC PLAN

Not Applicable

RECOMMENDATION

It is my recommendation that City Council offer its sincerest condolences to the community of Lac-Mégantic and that it authorize a donation in the amount of $7,500 to the town. Though this community may be in another Province, the loss of life and the extent of damage that the municipality will be incurring to rebuild is one of the worst cases in recent Canadian history for a community of any size.

Sault Ste. Marie continues to enjoy the reputation of being a caring community and one that is prepared to help its neighbours when in need. Though this $7,500 was not budgeted for, it would be appropriate to take it from the Unforeseen Account funds to assist our neighbouring community.

Respectfully submitted,

JMF:bb

Joseph M. Fratesi
Chief Administrative Officer

5(K)

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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE CANADA

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 08 12

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. **Don Scott – PWT Transit**
   Northern Ontario Transit Meeting
   September 17, 2013 – September 19, 2013
   Timmins, Ontario
   Estimated total cost to the City - $ 855.93
   Estimated net cost to the City - $ 855.93

2. **Bob Camirand – PWT Transit**
   Northern Ontario Transit Meeting
   September 17, 2013 – September 19, 2013
   Timmins, Ontario
   Estimated total cost to the City - $ 855.93
   Estimated net cost to the City - $ 855.93

3. **Brad Miller – PWT Transit**
   Northern Ontario Transit Meeting
   September 17, 2013 – September 19, 2013
   Timmins, Ontario
   Estimated total cost to the City - $ 855.93
   Estimated net cost to the City - $ 855.93

4. **Nick Apostle**
   Parks & Rec Ontario – Board Meeting
   September 18, 2013
   Toronto, Ontario
   Estimated total cost to the City - $ 287.50
   Estimated net cost to the City - $ 287.50

5. **John Luszka**
   OMHRA Fall Conference
   September 11, 2013 – September 13, 2013
   Orillia, Ontario
   Estimated total cost to the City - $ 1,167.87
   Estimated net cost to the City - $ 1,167.87

6. **Carla Fairbrother**
   Early Years Symposium
   September 19, 2013
   Toronto, Ontario
   Estimated total cost to the City - $ 111.25
   Estimated net cost to the City - $ 111.25

7. **Kathy Fisher**
   Wasaga Under Seige / HDC Filming Location
   August 16, 2013 – August 19, 2013
   Wasaga / Midland, Ontario
   Estimated total cost to the City - $ 546.55
   Estimated net cost to the City - $ 546.55

Yours truly,

JMF: bb

Joseph M. Fratesi
Chief Administrative Officer

5(1)

Tim Gowans
Manager of Purchasing



Finance Department
Purchasing Division

2013 08 12

Mayor Debbie Amaroso and
Members of City Council

RE: TENDER FOR ERECTION OF ONE (1) PRE-ENGINEERED STEEL STORAGE BUILDING – CITY WORKS CENTRE

PURPOSE
Attached hereto for your information and consideration is a summary of the tenders received for the erection of One (1) Pre-Engineered Steel Storage Building as required by the Public Works & Transportation 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 July 16, 2013, with Councillor Susan Myers representing City Council.

ANALYSIS
The tenders received have been thoroughly evaluated and reviewed with Mr. Larry Girardi, Commissioner of Public Works and Transportation, and the low tendered price, meeting specifications, has been identified on the attached summary.

IMPACT
Funding for purchase and erection of this building has been approved by City Council from PWT's Equipment Reserve. Purchase of the building from Norsteel Buildings Ltd. was approved by City Council at the May 27, 2013 meeting.

STRATEGIC PLAN
Purchase and erection of this building is listed as an activity under Strategic Direction 1: Developing Solid Infrastructure; Objective 1C – Property Management and Development in the Corporate Strategic Plan.

RECOMMENDATION
It is therefore my recommendation that the tender for the erection of One (1) Pre-Engineered Steel Storage Building be awarded to N.T.R. Developments Inc., at their low tendered price, meeting specifications, of $58,600.00, plus HST.

-More-

This report is submitted for Council's approval.

Respectfully submitted,

Tim Gowans
Manager of Purchasing

Recommended for approval,

for W. Freiburger
Commissioner of Finance & Treasurer

TG:nt
Attach.

RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

FINANCE DEPARTMENT
PURCHASING DIVISION
Budget Amount: $75,000.00

Received: July 16, 2013
File: 2013WA06T

SUMMARY OF TENDERS
ERECTION OF PREFABRICATED STEEL STORAGE BUILDING - C.W.C.

Firm	Installation	Total Tendered Price (H.S.T. extra)	Remarks
CDI Sault Ste. Marie, ON	30 w/days	$96,750.00	Meets Specifications
Mike Moore Construction Ltd. Sault Ste. Marie, ON	25 w/days	$76,000.00	Meets specifications.
N.T.R. Developments Inc. Mississauga, ON	20 w/days	$58,600.00	Meets specifications.
Steel Speed Inc. Sault Ste. Marie, ON	60 w/days	$154,800.00	Meets specifications.

Note: The low tendered price, meeting specifications, is boxed above.
The total cost to the City will be $59,631.36 including the non-refundable portion of the H.S.T.
It is my recommendation that the tendered price, meeting specifications, submitted by N.T.R. Developments Inc., be accepted.

Tim Gowans
Manager of Purchasing

029

5(m)

Tim Gowans
Manager of Purchasing

Finance Department
Purchasing Division

2013 08 12

Mayor Debbie Amaroso and
Members of City Council

RE: TENDER FOR FUEL TANKS & DISPENSER REPLACEMENT – CITY WORKS CENTRE

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the replacement of the Fuel Tanks and Dispensers at the City Works Centre as required by the Public Works and Transportation 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 July 23, 2013, with Councillor Steve Butland representing City Council.

ANALYSIS

The tender received have been thoroughly evaluated and reviewed with the City's Consultant for the project, Mr. Colin Liddiard and Mr. Tyler Moody, AECOM Canada Ltd., and Mr. Larry Girardi, Commissioner of Public Works and Transportation. AECOM's report concerning the tender 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 $250,000.00 budgeted for the project.

STRATEGIC PLAN

This replacement project is listed as an activity under Strategic Direction 1: Developing Solid Infrastructure; Objective 1A – Environmental Leadership in the Corporate Strategic Plan.

RECOMMENDATION

It is therefore my recommendation that the tender for the Fuel Tank and Dispenser Replacement at the City Works Centre be awarded to Superior Petroleum Maintenance Ltd. at their low tendered price, meeting specifications, for the total project cost of $223,275.75, plus HST.

-More-

A By-law authorizing signature of a formal contract for the work appears elsewhere on the Council Agenda.

This report is submitted for Council's approval.

Respectfully submitted,

Tim Gowans
Manager of Purchasing

Recommended for approval,

for W. Freiburger
Commissioner of Finance & Treasurer

TG:nt
Attach.

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(m)

AECOM
523 Wellington Street East
Sault Ste. Marie, ON, Canada P6A 2M4
www.aecom.com

705 942 2612 tel
705 942 3642 fax

July 29, 2013

Mr. Tim Gowans
Manager of Purchasing – Finance Department
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

Dear Mr. Gowans

Project No: **60301809**

Regarding: **UST Removal and Installation of New Fuel Dispensing System**
Public Works Building, 128 Sackville Road, Sault Ste. Marie, Ontario
Tender Report

We have reviewed the tender received by the City Clerk's office on Tuesday, July 23, 2013 for the above contract and present herewith our Tender Report.

1.0 Introduction

The contract for UST Removal and Installation of New Fuel Dispensing System at 128 Sackville Road, Sault Ste. Marie, Ontario consists of supplying all labour, equipment and materials for the removal of the existing underground storage tanks (USTs), fuel dispensing equipment, electrical and plumbing and all other related appurtenances and subsequently install a new fuel storage and delivery system with three (3) 25,000L (minimum capacity) above ground storage tanks (ASTs) along with all plumbing and electrical equipment, fuel management system and related appurtenances.

The tender advertisement was published in the Sault Star on Saturday, June 29, 2013 for notification to prospective bidders of the availability of the tender documents. The tender documents were also available for review by potential bidders at the Sault Ste. Marie Construction Association, and the Consultant's office.

A total of three (3) Contractors, Subcontractors and Suppliers picked up tender documents during the tender period. Plan takers consisted of two (2) general contractors and one (1) supplier.

During the tender period, there were questions from plan takers on a few issues that were subsequently clarified by addendum. Two (2) addenda were issued by the Consultant to address issues/questions raised by the plan takers and to incorporate some final design related changes.

2.0 Summary of Tenders

One (1) Contractor submitted a sealed tender for the Contract to the City Clerk's office prior to the closing time of 12:00 p.m. on Tuesday, July 23, 2013. The tender was publicly opened at 3:00 p.m. on the same day by Councillor Steve Butland in the presence of City and Consultant staff as well as representatives of the bidding Contractor. At the time of the tender opening, the Total Tender Values were read and the tenders were reviewed to ensure they included the required $20,000 tender deposit and agreement to bond.

The tender deposit, which was in the form of a certified cheque and original tender document was retained by the City while a copy of the tender documents submitted were provided to the Consultant for a further review.

The following were the results of the submitted Total Tender Prices, excluding HST, in ascending order of bid price:

1. Superior Petroleum Maintenance Ltd. - $223,275.75

It should be noted that the Total Tender Price includes for the removal of the existing underground fuel dispensing system and the installation of a new above ground fuel dispensing system. Unit prices for provisional items were included for the removal of contaminated soils and groundwater should it be required.

A formal estimate was not compiled for this project. The Consultants informal estimate for this project which was solely based on previous experience with projects of similar size and scope was $250,000.00 (excluding HST). A duplicate copy of the tender received is attached to this report, for the City's records.

3.0 Review of Tenders Received

The tenders were reviewed to verify all tender submission requirements were complied with as stipulated in the Instruction to Bidders. The following specific comments are noted:

1. The tender was properly signed, sealed and executed.

2. The tender was checked for mathematical errors. No mathematical errors were noted.

3. The Instructions to Bidders indicated that all tenders were to include a $20,000 tender deposit in the form of a certified cheque. The submitted tender complied with the submission of the required certified cheque.

4. The tender document called for submission of proposed sub-contractors and equipment suppliers. The tenderer filled in all appropriate statements.

5. The tender also included a schedule of alternative unit prices for the environmental remediation (if required).

6. The tenderers were required to provide an Agreement to Bond from a Surety Company certifying that they are able to obtain the required 50% Performance and 50% Labour and Material Payment bonds. An Agreement to Bond was attached to the tender submitted.

7. All tenderers were required to acknowledge any Addenda received during the tender period. The tenderer confirmed receipt of Addendum No.'s 001 and 002.

3.0 Low Bidder Experience

AECOM has minimal past experience with the low bidder, Superior Petroleum Maintenance Ltd (Superior Petroleum).

Superior Petroleum has completed numerous fuel system installations and removals within Sault Ste. Marie and area. Past experience with Superior Petroleum has been limited to underground fuel system removals and remediation of contaminated soils and groundwater. These projects have included similar scopes of work and ranged in value from $10,000 to $2,500,000.00.

Superior Petroleum has identified one (1) subcontractor to complete various tasks under the contract including GNP Electric for all electrical installations. The listed electrical contractor is unknown to AECOM and therefore comment cannot be provided.

4.0 Tender Estimate

The low tender amount of $223,275.75 (excl. HST) is lower than the Engineer's informal tender estimate by $26,724.25 (excl. HST) or approx. 10%.

The above costs includes all work outlined in the Summary of Work (including the installation of a new above ground fuel dispensing system and removal of the existing underground storage tank fuel system). The total tender amount does not include any of the various provisional items that will be required for the removal of contaminated soils and groundwater should they be encountered during the project.

5.0 Conclusions

In summary, based on our detailed review of the tender submitted, we recommend the following:

1. The required by-law be passed by Council as per the attached Form of Tender for execution of the related construction contract; and

2. AECOM be authorized to issue an award letter to the successful Contractor which will include requirements for the Contractor to submit the required contract documentation (i.e.: bonds, insurance, etc.) and prepare the related contracts for signing by both parties.

5(m)

We hope you find this report acceptable, although, please do not hesitate to call should you have any questions regarding the contents of this Tender Report.

Yours very truly,
AECOM Canada Ltd.

Tyler Moody, A.Sc.T.
Senior Environmental Technologist

Encl.

5(h)

Tim Gowans
Manager of Purchasing

Finance Department
Purchasing Division

2013 08 12

Mayor Debbie Amaroso and
Members of City Council

RE: RFP FOR PUBLIC ADDRESS SYSTEM – COUNCIL CHAMBERS

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 Public Address System located in City Council Chambers, as required by the Clerks 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 July 5, 2013.

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

Data Cabling Communications Ltd., Sault Ste. Marie, ON
Design Electronics, Niagara Falls, ON
Echo Technology Inc., Sault Ste. Marie, ON
Troy Life & Fire Safety Ltd., Sault Ste. Marie, ON

The proposals received have been evaluated by a committee comprised of staff from the Clerks Department, Information Technology Division-Finance, and Purchasing Division-Finance.

The proponent scoring the highest in the evaluation process was Design Electronics.

IMPACT
Funding in the amount of $40,000.00 was allocated for the replacement of the Public Address System in Council Chambers within the 2013 Capital from Current. The balance (approximately $10,000.00) is to be drawn from the Facilities Maintenance Reserve.

-More-

STRATEGIC PLAN
Replacement of the Public Address System for Council Chambers is listed as an activity under Strategic Direction 1: Developing Solid Infrastructure; Objective 1C – Property Management and Development in the Corporate Strategic Plan.

RECOMMENDATION
It is therefore my recommendation that the Proposal submitted by Design Electronics for the replacement of the Public Address System for Council Chambers be accepted. It is further recommended that the balance required to fund the replacement of the Public Address System be allocated from the Facilities Maintenance Reserve.

This report is submitted for Council's approval.

Respectfully submitted,

Tim Gowans
Manager of Purchasing

Recommended for approval,

for W. Freiburger
Commissioner of Finance & Treasurer

TG:nt

RECOMMENDED FOR APPROVAL
Joseph M. Francis
Chief Administrative Officer

5(o)

Tim Gowans
Manager of Purchasing

Finance Department
Purchasing Division

2013 08 12

Mayor Debbie Amaroso and
Members of City Council

RE: RFP FOR SUPPLY & DELIVERY OF A HIGH SPEED DIGITAL COPIER – OFFICE SERVICES

PURPOSE

Attached hereto for your information and consideration is a report prepared on behalf of the Evaluation Committee concerning proposals received for the Supply & Installation of High Speed Digital Copying Equipment, as required by the Clerks Department for use in Office Services.

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 July 3, 2013.

ANALYSIS

Proposals from three (3) proponents were received prior to the closing date:

Algoma Office Equipment (Canon), Sault Ste. Marie, ON
Superior Business Solutions Ltd. (Ricoh), Sault Ste. Marie, ON
Superior Digital Solutions Inc. (Xerox), Sault Ste. Marie, ON

The proposals received have been evaluated by a committee comprised of staff from the Clerks Department, Information Technology Division–Finance, and Purchasing Division-Finance. Each Proponent proposed multiple solutions for consideration.

The proponent scoring the highest in the evaluation process was Superior Digital Solutions Inc. for the provision of a Xerox Solution consisting of two copiers – a monochrome unit and a colour unit – on a five (5) year lease basis.

-More-

IMPACT
Funding for this equipment is provided within the Office Services Budget of the Clerks Department. Costs associated with copies made will be allocated to the responsible City Departments.

The pricing offered by Superior Digital Solutions Inc. reflects discounts offered through an agreement negotiated by the Ontario Education Collaborative Marketplace (OECM) with Xerox, which is available to Ontario municipalities. A signed agreement with Xerox to access the OECM pricing for these leases will be required.

STRATEGIC PLAN
This equipment lease is not listed as an activity on the Corporate Strategic Plan.

RECOMMENDATION
It is therefore my recommendation that the Proposal submitted by Superior Digital Solutions Inc. for the Supply and Installation of two (2) Xerox Copiers on a five (5) year lease be accepted.

It is further recommended that the Manager of Purchasing be authorized to sign the required OECM Agreement allowing access to the pricing negotiated by the Ontario Education Collaborative Marketplace for the lease of these two (2) copiers.

This report is submitted for Council's approval.

Respectfully submitted,

Tim Gowans
Manager of Purchasing

Recommended for approval,

for W. Freiburger
Commissioner of Finance & Treasurer

TG:nt

RECOMMENDED FOR APPROVAL.

Joseph M. Fratesi
Chief Administrative Officer

5(a)

Tim Gowans
Manager of Purchasing

Finance Department
Purchasing Division

2013 08 12

Mayor Debbie Amaroso and
Members of City Council

RE: RFP FOR AN ELECTRONIC MEETING MANAGEMENT SYSTEM

PURPOSE
Attached hereto for your information and consideration is a report prepared on behalf of the Evaluation Committee concerning proposals received for the supply and implementation of an Electronic Meeting Management System (Agenda Development Software), as required by the Clerks 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 28, 2013.

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

Escribe Solutions, Markham, ON
Hyland Software Inc., Westlake, OH, U.S.A.
Novusolutions, Tampa, FL, U.S.A.
PROVOX Systems, Inc., McKinney, TX, U.S.A.

The proposals received have been evaluated by a committee comprised of staff from the Clerks Department, Information Technology Division-Finance, and Purchasing Division-Finance.

The proponent scoring the highest in the evaluation process was Escribe Solutions.

IMPACT
Funding in the amount of $18,000.00 was allocated for this software acquisition and implementation within the 2013 Capital from Current. The balance (approximately $18,500.00) is to be drawn from the Clerks Operating Budget.

-More-

STRATEGIC PLAN
Acquisition and Implementation of an Electronic Meeting Management System is listed as an activity under Strategic Direction 2: Delivering Excellent Service; Objective 2D – Technological Innovation.

RECOMMENDATION
It is therefore my recommendation that the Proposal submitted by Escribe Solutions for supply and implementation of an Electronic Meeting Management System (Agenda Development Software) be accepted.

This report is submitted for Council's approval.

Respectfully submitted,

Tim Gowans
Manager of Purchasing

Recommended for approval,

for W. Freiburger
Commissioner of Finance & Treasurer

TG:nt

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(g)

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

Clerk's Department

2013 08 12

Mayor Debbie Amaroso and
Members of Council

RE: ELECTRONIC MEETING MANAGEMENT SYSTEM RFP

PURPOSE
The purpose of this report is to provide further information concerning the Electronic Meeting Management System RFP.

BACKGROUND
As part of the 2013 budget deliberations, Council approved the acquisition of this system with a total of $23,000 allocated for the acquisition of the software, $18,000 in Capital from Current funding and $5,000 from the Clerk's Department operating budget.

ANALYSIS
It was originally planned to acquire a system to manage agenda preparation, meeting management and administrative follow up for Council meetings, with expansion in future years to accommodate other boards and committees of Council.

After receiving the proposals and shortlisting two of them to evaluate further, it was apparent that the allocation would not cover the acquisition cost. The main reason for the difference is that the systems proposed are capable of handling both Council meetings and meetings of boards and committees without requiring additional software or licences in the future.

Staff have worked with the preferred proponent to minimize the acquisition and implementation costs of the system, however the final cost will require a further contribution of $13,500. As the acquisition of the system as proposed will benefit a number of departments that administrate boards and committees it is recommended that the remaining amount be allocated from the Quality Improvement cost centre. This cost centre is used to provide corporate staff training and the funds requested would be directed towards staff training on the new software system. This will not affect any of our current training plans for 2013 as the training time will be taken up by training for the meeting management system.

IMPACT
The allocation changes as outlined do not affect the overall budget for the Clerk's Department.

STRATEGIC PLAN
RECOMMENDATION

This report is provided for Council's information.

Respectfully submitted,

Malcolm White
City Clerk

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(c)

Peter A. Liepa
City Tax Collector

Finance Department
Tax & Licence Division

2013 08 12

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 08 12 pursuant to Section 357 of the Municipal Act be approved and that the tax records be amended accordingly.

Respectfully submitted,

Peter A. Liepa
City Tax Collector

Recommended for approval,

William Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
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 08 12
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED		TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS TAXES	CANCELLATIONS INTEREST	TOTAL ADJUSTMENT
				2012					
050-007-006	295 Patrick Street	Borrelli Mario		RT	F	12-046	401.82		401.82
050-009-076	332 Farwell Terrace	Socchia Heather	Socchia Mark	RT	D	12-047	468.77		468.77
050-011-077	442 Korah Rd	Kirby William Wood	Davidson Barbara	RT	C	12-048	87.93	2.41	90.34
				2013					
040-014-027	464 John St	Capisciolto Ugo	Capisciolto Alba Marie	CT/RT	A	13-007	546.77	4.05	550.82
050-009-076	332 Farwell Terrace	Socchia Heather	Socchia Mark	RT	D	13-008	1,249.40		1,249.40
					REPORT TOTAL		2,754.69	6.46	2,761.15

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

(15)

Peter A. Liepa
City Tax Collector

Finance Department
Tax & Licence Division

2013 08 12

Mayor Debbie Amaroso and
Members of City Council

RE: BLACKLOON MILLWORKS INC- 59 INDUSTRIAL CRT C

PURPOSE
Council approval is required to enter into an agreement with Paddon & Yorke Inc., Court Appointed Receiver and the Business Development of Canada to share in the proceeds from the sale of 59 Industrial Crt C by way of a pro rata distribution. Any resulting tax shortfall from the sale would be written-off pursuant to Section 354 of the Municipal Act.

BACKGROUND
On June 26th 2012, BlackLoon Millworks Inc. was put into receivership by a court order brought on behalf of the Business Development Bank of Canada appointing Paddon & Yorke Inc. as the Court Appointed Receiver. Currently the property is eligible for tax sale, but the court order prevents us from registering a Tax Arrears Certificate. While property taxes do have a priority lien status, any rights of the crown Provincial or Federal would survive a tax sale. The Business Bank of Canada is wholly owned by the Federal Government and as such their mortgage would survive a tax sale.

ANALYSIS
The above property is currently listed for sale at $1,900,000. The amount of taxes currently outstanding which includes municipal, education, interest and PUC charges to date is $763,446.54 of which $586,925 is municipal. The amount owed to Business Development of Canada is $2,828,524.90. As the total amount owed is $3,591,971.44, the municipality's proportionate share would be approximately 16.34%. If the property was to sell for $1.9 million, the municipal share would be $310,458 and the tax write off would be approximately $276,467. By entering into such an agreement with BDC gives us our best chance of limiting the inevitable loss of tax dollars on this property. This agreement has been reviewed by our Legal Department.

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 08 12 be accepted and that the City of Sault Ste. Marie, the Business Development Bank and Paddon & York Inc. enter into an agreement regarding the proportion of funds received from the sale of 59 Industrial Crt C. The agreement appears elsewhere on this evening's agenda.

Respectfully submitted,

Peter A. Liepa
City Tax Collector

Recommended for approval,

William Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(s)

LETTER OF INTENT
RE PROCEED SHARING

BETWEEN Paddon & Yorke Inc., Court Appointed Receiver of all of the assets, undertakings and properties of Black Loon Millworks International Inc. (the "debtor"), the Business Development Bank of Canada ("BDC") and the Corporation of the City of Sault Ste. Marie, Ontario, this _____ day of _____, 2013.

WHEREAS, the BDC has a Charge/Mortgage of Land registered as Instrument Number T465657 against property known municipally as 59 Industrial Park Crescent, Sault Ste. Marie, Ontario, and legally described as:

PT LT 40 RCP H744 TARENTORUS PT 3 1R1954 & PT 9 1R3205; SAULT STE. MARIE

City of Sault Ste. Marie
District of Algoma

Pin No. 31561-0014 (R) - (hereinafter referred to as the "property")

WHEREAS, the debtor as property owner is in significant arrears of property taxes and the Corporation of the City of Sault Ste. Marie is now in a position to sell the property by way of tax sale; and

WHEREAS, the property is subject to the right of the BDC to seek payment in full of its mortgage indebtedness from any purchaser of the said property, said mortgage constituting a Crown claim; and

WHEREAS, Paddon & Yorke Inc., the BDC and the Corporation of the City of Sault Ste. Marie are desirous of cooperating to garner and effect a sale of the property in order to maximize recovery to the secured creditors and return the property to an income producing state for the benefit of the Corporation of the City of Sault Ste. Marie;

NOW, PADDON & YORKE INC., BDC AND THE CORPORATION OF THE CITY OF SAULT STE. MARIE ACKNOWLEDGE AND AGREE as follows:

As of the 7th day of May, 2013, Black Loon Millworks International Inc. is indebted to the BDC for principal, interest, and protective disbursements in the amount of $2,828,524.90 (exclusive of legal costs).

As of the 12th day of August, 2013, Black Loon Millworks International Inc. is indebted to the Corporation of the City of Sault Ste. Marie for unpaid property and education taxes, interest and penalties in the amount of $763,446.54.

The parties agree that the sale proceeds of the property, after sales costs (commission, advertising, reasonable maintenance costs and legal fees) be apportioned between BDC and the Corporation of the City of Sault Ste. Marie pro rata according to the debt owed to each by the debtor irrespective of the validity, enforceability and relative priority of their security against the property. The parties agree that they will each discharge their respective security registrations against the property described above on closing in exchange for payment of their pro rata share of the net sale proceeds.

The parties acknowledge that any minor adjustment for past due taxes, paid by a Purchaser, will not be applied against the sale price for the purposes of determining the pro rata distribution of the net sale proceeds.

Executed at the City of Sault Ste. Marie, this _____ day of _____, 2013.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: _____

Mayor
I have authority the bind the corporation

5(s)

Per: _____

Clerk
I have authority the bind the corporation

Executed at the City of North Bay, this 26th day of July, 2013

PADDON & YORK INC., AS COURT APPOINTED RECEIVER OF BLACK LOON MILLWORKS INTERNATIONAL INC.

Per: _____
KEN PEAKE - EXECUTIVE VICE PRESIDENT
I have authority the bind the corporation

Per: _____

I have authority the bind the corporation

BUSNESS DEVELOPMENT BANK OF CANADA

Per: _____ Marlène Rodrigue
Senior Account Manager
I have authority the bind the Bank

Per: _____

I have authority the bind the Bank

5(+)

William Freiburger, CMA
Commissioner of Finance
and Treasurer

Finance Department

2013 08 12

Mayor Debbie Amaroso and
Members of City Council

RE: MUNICIPAL TAX REDUCTIONS, REBATES & REFUNDS

PURPOSE

This report is in response to the council resolution dated 2013 04 08:

Mover: Councillor S. Myers
Seconder: Councillor P. Mick

Whereas the City of Oshawa has developed a program of Municipal Tax Reductions, Rebates and Refunds for Low Income Seniors and People with a Disability; and
Whereas the City of Sault Ste. Marie did at one time provide a Seniors Tax Credit until the by-law was repealed in 1996;
Therefore Be It Resolved that the appropriate staff review the Municipal Tax Reductions, Rebates and Refunds program from the City of Oshawa and the Seniors Tax Credit that once existed in Sault Ste. Marie and report back to City Council with recommendations around each of these matters for the consideration of Council.
CARRIED

BACKGROUND

The above resolution was passed at the 2013 Budget Council meeting.

ANALYSIS

1. Review of the Sault Ste. Marie Elderly Tax Credit repealed in 1996

The City of Sault Ste. Marie implemented an Elderly Tax Credit in 1974 under the attached by-law 74-67 (Appendix A).

The plan had the following four conditions.

- The property is the personal residence of the owner or the spouse of the owner.
- The owner or spouse of the owner has attained the age of 65 on or before the 28th day of February in each year the tax credit is allowed.

– More –

- The owner or spouse of the owner have been assessed as the owner of residential real property in the City for a period of not less than five years immediately preceding the said date.
- No such credit shall be allowed to an owner in respect of more residential real property than one single family dwelling in any year.

The Sault Ste. Marie Elderly Tax Credit was repealed by by-law 96-184 on 1996 11 04.

A summary of the reasons for the repeal of the Sault Ste. Marie Elderly Tax Credit program are listed below based on the attached report in Appendix B from the Commissioner of Finance and Treasurer dated 1996 10 21.

- A resolution was passed at the 1996 budget meeting dated 1996 04 02 to retain the Elderly Tax Credit for 1996 and staff would then prepare a report to review the long-term implications of maintaining the Elderly Tax Credit.
- The Province had introduced programs to provide direct property tax relief to seniors.
- The budget for the Elderly Tax Credit had increased from $90,000 in 1989 to $120,000 in 1996. Due to the projected demographic increases in the senior population, annual costs for the program were estimated to increase annually by 2.2%.
- As of September 30, 1996, 4,633 seniors received the Elderly Tax Credit. The previous application form is attached in Appendix C.

2. Review of the current Sault Ste. Marie Tax Deferral Program

The City of Sault Ste. Marie has a Property Tax Assistance plan for Low Income Seniors and Low Income Disabled Persons as detailed in Appendix D.

The program provides a deferral of any tax increase over $50 for eligible persons. The balance of the tax increase above $50 will be deferred until such time as the person is no longer eligible or the subject property is transferred, sold, bequeathed or otherwise disposed of by an eligible person at which time the total deferred amount including any part year portions shall become due and payable to the City.

- To be considered a low income senior for 2013, you must be 65 years of age or older on December 31, 2012 and receiving the federal Guaranteed Income Supplement (GIS) as established by the Old Age Security Act of Canada.
- A low-income disabled person is a person receiving amounts under the Ontario Disability Support Program.

A total of 8 properties have utilized the deferral program.

3. Review of Property Tax Assistance by the Province of Ontario

The Province of Ontario provides financial assistance to property owners.

If you are 64 years of age or older and you own a home, you could qualify to get up to $500 to assist with the cost of your property taxes under the *Ontario Senior Homeowners' Property Tax Grant* as per Appendix E.

The *Ontario Energy and Property Tax Credit* helps low to moderate income individuals 18 years of age and older, and families, with the sales tax they pay on energy and with property taxes.

If you pay rent or property tax, you could get up to $963. If you are a senior, you could get up to $1,097.

The *Ontario Energy and Property Tax Credit* is paid monthly as part of the *Ontario Trillium Benefit (OTB)* as per Appendix F.

Also attached in Appendix G is a combined schedule demonstrating the amount of assistance a senior couple would receive based on income from both the *Ontario Energy and Property Tax Credit* and the *Ontario Senior Homeowners' Property Tax Grant.*

For example, a senior couple with $35,000 of net income could receive $1,244 of assistance based on property taxes of $2,400.

4. Review of Property Tax Assistance by Municipal Property Assessment Corporation (MPAC)

The Assessment Act and Ontario Regulation 282/98 provide a tax exemption for a portion of a residential property where a senior or disabled person is living.

The exemption applies to:

- Any increase in value as a result of changes made to the existing home after May 15, 1984 to accommodate an eligible senior or disabled person.

  or

- 10 percent of the assessed value of a new home that is built to provide housing for the eligible senior or disabled person.

  or

- A garden suite, as defined in the Planning Act.

An Assessment Procedure for Senior or Disabled Property Tax Relief is attached as Appendix H.

5. Review of the Oshawa Plan

The City of Oshawa rebate and grant program along with their application form are attached in Appendix I.

Oshawa Tax Deferral Plan

- A tax increase can be deferred if you are a low income senior homeowner or a low income homeowner with a disability AND your taxes have gone up more than 5% or $100. The City of Sault Ste. Marie deferral plan is for increases greater than $50.
- A low income senior is defined as receiving the Guaranteed Income Supplement from the Federal Government and attaining the age of 65 the previous year. This is the same requirement as the City of Sault Ste. Marie.
- A low income homeowner with a disability is one that receives the Ontario Disability Support Program which is the same requirement as the City of Sault Ste. Marie.

Oshawa Tax Grant Program

Low income seniors and people with disabilities may qualify for financial assistance in the form of a $400 grant from the City of Oshawa. Only one grant is applicable for the principal residence annually.

If approved, the grant is applied to the applicants tax account and no rebate cheques are issued.

You are a low income senior homeowner if:

- You own your own home and it is your principal residence for at least 90 days immediately before December 31st of the previous year.
- You are age 65 prior to December 31st of the previous year and meet the income requirements to be entitled to the Federal Government's Guaranteed Income Supplement.

You are a low income homeowner with a disability if:

- You own your own home and it is your principal residence for at least 90 days immediately before December 31st of the previous year.
- You receive support under the Ontario Disability Support Program.

The City of Oshawa was contacted and they stated they approved 293 applications for 2012 at a rate of $400 with a total cost of $117,200. In 2011, they approved 288 applications at a rate of $300 per grant for a total cost of $86,400.

6. Tax Grants Provided by Other Northern Communities

- Greater Sudbury – $275 for Elderly Tax Assistance Credit
  In 2012, 840 properties received a grant of $275.
- North Bay – no plan
- Timmins – no plan
- Thunder Bay - $100 grant for taxes and $100 for water

IMPACT

The criteria for the Oshawa deferral and tax grant are similar and the Sault Ste. Marie deferral plan. Both require seniors to receive the Guaranteed Income Supplement and people with disabilities are required to be receiving benefits from the Ontario Disability Support Program.

We expect demographically that the number of seniors as a percentage of our population will continually increase in the future.

For administration purposes, it is more efficient to rely on Federal and Provincial subsidy programs to determine eligibility.

To provide tax grants to low income homeowners that do not meet the previously discussed eligibility requirements, would require an income testing process that may be complex to administer. We would have to determine what income level is low income, how to verify the income level and then estimate the potential number of recipients.

These tax assistance programs apply only to properties in the residential and farm property class.

The difficulty for a tax grant is estimating the number of citizens that would qualify for the tax grants. Based on MPAC information, there are approximately 5,600 properties that are owned and occupied by seniors.

The potential number of applicants could range from 500 to 1,000 but we have no accurate method to estimate actual numbers and costs. It is only after a full year application process that the true number can be determined.

The City can recover the education share of the tax grant. For an urban residential taxpayer, 11.83% of the grant total would be recovered from payments to the school boards.

Format for a possible Sault Ste. Marie Tax Grant Program

If Council wanted to consider a tax grant program, the following program similar to the City of Oshawa would be suggested. The grant is paid the year following the year of eligibility. For example, if you qualify in 2013, the grant will be credited to your tax account in 2014 and no cheques are issued. A format for a 2014 plan is listed below.

Low income seniors and people with a disability may qualify for financial assistance towards their property taxes in the form of a grant credited to your tax account. Only one grant is applicable for the principal residence annually.

Low Income Senior Homeowner

You are a low income senior homeowner if:

- You own your own home and it is your principal residence for at least 90 days immediately before December 31, 2013.
- You are age 65 prior to January 1, 2014 and meet the income requirements to be entitled to the Federal Government's Guaranteed Supplement.

Low Income Homeowner with a Disability

You are a low income homeowner with a disability if:

- You own your own home and it is your principal residence for at least 90 days immediately before December 31, 2013.
- You receive support under the Ontario Disability Support Program.

Applications will be accepted after January 1, 2014 and all applications MUST be submitted with supporting documentation as indicated on the application no later than February 28, 2014.

If approved the full amount of the grant is entered on the applicants tax account as a deduction to any current outstanding taxes amount or it is applied to the next subsequent tax installment. No rebate cheques are processed. If the applicant has enrolled in the Pre-Authorized Tax Payment Plan, the future payment amounts will be adjusted accordingly.

PLEASE NOTE: APPLICATIONS FOR THE 2013 TAX YEAR MUST BE RETURNED TO THE CITY BY FEBRUARY 28, 2014.

Authority for a tax grant is provided for in Section 365(1) of the Municipal Act of Ontario while Section 319 provides authority for the tax deferral program.

SUMMARY

It is not recommended that City Council revisit the Sault Ste. Marie Elderly Tax Credit plan that was repealed in 1996.

Based on MPAC information, with 5,600 homes owned by persons 65 and over a $25.00 grant would cost $140,000. The City pays MPAC $838,000 per year to provide an assessment system to equitably allocate taxes based on property valuations. To rebate taxes on age alone does not seem to be reasonable or equitable.

In reference to a tax grant similar to the City of Oshawa plan, it is a budget issue for Council.

The Province provides grants to seniors to offset energy and property tax costs.

If Council wants to proceed with an assistance plan, then this will be added to discussion for the 2014 budget.

STRATEGIC PLAN

Property tax grants are not part of the Strategic Plan.

RECOMMENDATION

That the report of the Commissioner of Finance and Treasurer be received as information and referred to the 2014 budget.

Respectfully submitted,

W. Freiburger, CMA
Commissioner of Finance and Treasurer

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

WF/kl

attachments

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 74-67

Appendix A

TAX ASSISTANCE: (T.1.3) A by-law to authorize residential real property tax credits for the assistance of elderly residents.

WHEREAS The Municipal Elderly Resident's Assistance Act, 1973, authorizes municipalities to pass by-laws to allow certain owners of residential real property a uniform credit against real property taxes; and

WHEREAS the Council of the Corporation deems it desirable to provide for such credits;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie, pursuant to The Municipal Elderly Resident's Assistance Act, 1973, ENACTS as follows:

1. REAL PROPERTY TAX CREDIT AUTHORIZED

The City Treasurer is hereby authorized to allow the owners of residential real property a credit of $25.00 against the real property taxes imposed by the municipality in respect of such real property in each year, provided that

(a) such owner or the spouse of such owner or both occupies or occupy the property in respect of which real property taxes are imposed as his, her or their personal residence;

(b) such owner or the spouse of such owner or both has or have attained the age of sixty-five years on or before the 28th day of February in each year in which the tax credit is allowed;

(c) such owner or the spouse of such owner or both has or have been assessed as the owner of residential real property in the City of Sault Ste. Marie for a period of not less than five years immediately preceding the said date.

(d) no such credit shall be allowed to an owner in respect of more residential real property than one single family dwelling unit in any year.

2. EFFECTIVE DATE

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

PASSED in open Council this 13th day of May , 1974.

MAYOR

CLERK

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Appendix B

6(3)(a)

CITY COUNCIL RESOLUTION

Date October 21 19 96

Moved by Councillor ~~M. Sanzosti~~ Nine

Seconded by Councillor ~~J. Solski~~

Resolved that the report of the Commissioner of Finance and Treasurer dated 1996 10 11 be accepted and the recommendation that the Senior Elderly Tax Credit be eliminated on January 1, 1997, be approved.

P.I. Councillor Christian is a taxpayer who receives this tax credit.

Recorded Vote 8-3

Carried

Signature

Distribution List	
✓	CAO
✓	Solicitor
✓	Comm. Finance/Treasurer
✓	Comm. Eng. & Planning
	Comm. Personnel
	Comm. Community Services
	Comm. PWT
	Comm. Social Services
	Comm. Admin Services
	Fire Chief
	Police Chief
	Mayor

~~6(3)(a)~~ 5(+)

WILLIAM FREIBURGER, CMA
Commissioner of Finance and Treasurer
Treasurer's Department

October 11, 1996

Mayor S. Butland
and Members of City Council

RE: SENIORS ELDERLY TAX CREDIT

The following resolution was passed at the April 2, 1996 Council meeting to approve the 1996 budget.

> Whereas the Senior Management Team, in response to the reductions in provincial transfer payments and in accordance with instructions issued to it by City Council, have prepared the 1996 Budget on the basis of a 5% across-the-board reduction in expenditures and with variations involving tax increases of 5%, 4% and 3%;
> And Whereas it appears that a mill rate increase of no more than 3.75% combined with expenditure reductions of 5% provides for a fiscally responsible and balanced approach to our current circumstances;
> Now therefore be it resolved that Council approves a 3.75% tax increase for 1996 and that staff be instructed to bring forward the appropriate by-laws to reflect such action;
> **And further be it resolved that while the Senior's Elderly Tax Credit be maintained for 1996, that staff be instructed to prepare a comprehensive report with respect to the long-term implications of maintaining such a credit in the future.**
> And further that an additional amount of $100,000 be added to the Miscellaneous Construction list for additional road repairs, said amount to come from additional reserves, and a further sum of $35,000 to be reallocated from sidewalk repair to road crack filing.

This report will address the long-term impact of maintaining the Seniors Elderly Tax Credit.

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6(3)(a)

BACKGROUND

In 1973 the Province enacted the Municipal Elderly Resident's Assistance Act. Municipalities were allowed to pass by-laws to provide a uniform credit against real property taxes for certain property owners.

On May 13, 1974, City Council passed by-law 74-67 to provide residential property tax credits for elderly residents.

Currently, up to a $25.00 property tax credit is applied to realty taxes under the following conditions.

1. The property is the personal residence of the owner or the spouse of the owner.

2. The owner or spouse of the owner has attained the age of 65 before the 28th day of February in each year the tax credit is allowed.

3. The owner or spouse of the owner has continually owned residential real property in the City of Sault Ste. Marie for a period of not less than five preceding years.

4. No such credit shall be allowed to an owner in respect of more residential property than one single family dwelling unit in any year.

By-law 85-114 amended the above conditions by limiting the grant to the amount by which property taxes exceed $500.00 to a maximum annual credit of $25.00.

By-law 89-248 increased the minimum tax payment from $500.00 to $600.00. Therefore, the property owner must pay at least $600.00 in taxes to qualify for the Seniors Elderly Tax Credit.

PROVINCIAL PROPERTY TAX CREDITS FOR SENIORS

In 1980, the Province introduced the Ontario Property Tax Assistance Act. Under this Act, Ontario Tax Grants of up to $600 per eligible household were paid to seniors to offset municipal and school taxes.

In 1992, the Ontario Tax Grants were replaced with the Ontario Property and Sales Tax Credit for Seniors. For income tax purposes, seniors complete the attached T1C form to receive up to a $1,000 refundable tax credit.

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6(3)(a)

Seniors with family net incomes under $22,000, receive a tax credit equal to their property tax up to $500 plus an additional 10% of their property taxes. As family net income increases above $22,000, the tax credit is proportionally reduced. Depending on circumstances, as seniors net incomes reach the $40,000 range the tax credit is lost completely.

SURVEY OF OTHER MUNICIPALITIES

Other municipalities were surveyed concerning a seniors tax credit.

City of Thunder Bay - No Seniors Tax Credit

City of North Bay - No Seniors Tax Credit

City of Timmins - No Seniors Tax Credit

City of Elliot Lake - $150.00 Seniors Tax Credit

1. Must be 65 years of age
2. Must receive the Guaranteed Income Supplement
3. Must have owned property for one year

City of Sudbury - $100.00 Seniors Tax Credit

1. Must be 65 years of age
2. Must have owned property for at least one year

LONG TERM IMPACT OF MAINTAINING THE GRANT

The annual cost of the Seniors Elderly Tax Credit are listed below.

Year	Budget	Actual		% Increase
1996	120,000	115,830	*	3.6
1995	112,000	111,847		3.2
1994	105,000	108,353		3.5
1993	102,000	104,726		2.5
1992	100,000	102,171		4.2
1991	92,000	98,070		7.3
1990	90,000	91,377		5.6
1989	90,000	86,481		

* As of September 30, 1996 a total of 4,633 seniors received the Seniors Elderly Tax Credit.

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Mr. J. Sniezek, Manager of Long Range Planning contributed the attached population forecast for seniors that indicated a 2.2% annual increase in citizens over 65 years of age for the next five years in Sault Ste. Marie. Based on those assumptions, the cost of the Seniors Tax Credit will continue to increase by approximately $2,500 per year.

ANALYSIS

The Province of Ontario already provides assistance to lower income seniors with an income tax credit equal to their property taxes up to $500 plus an additional 10% of their property taxes, thereby taking responsibility for providing property tax assistance to seniors.

The Seniors Elderly Tax Credit offered by the City duplicates the Ontario Property Tax Credit program offered by the Province through the income tax process.

The elimination of the Seniors Elderly Tax Credit would save the City $120,000 per year that would be utilized to offset the transfer payment reductions to the City from the Province of Ontario.

For lower income seniors, the elimination of the $25.00 Seniors Elderly Tax Credit will increase their net property tax cost by $22.50 since the Province will refund 10% of $2.50 of the additional taxes.
of

For higher income seniors the elimination of the Seniors Elderly Tax Credit will result in a net property tax increase of $25.00 assuming they do not qualify for the Ontario Property Tax Credit.

RECOMMENDATION

The Corporation of the City of Sault Ste. Marie eliminate the Seniors Elderly Tax Credit effective January 1, 1997.

Respectfully submitted,

W. Freiburger

W. Freiburger
Commissioner of
Finance and Treasurer

RECOMMENDED FOR APPROVAL

CHIEF ADMINISTRATIVE OFFICER

WF/kl
Attach.

Ontario

T1C (ONT.) Seniors – 1995

Ontario Property and Sales Tax Credits for Seniors

- Seniors are individuals who were 65 or older on December 31, 1995.
- Guidelines for claiming Ontario property and sales tax credits for seniors and other Ontario tax credits appear on the back of this form.

Calculating income for Ontario tax credits for seniors

- Your spouse has to complete the certification at the bottom of this form if you lived together on December 31, 1995.

Net income from line 236 of your return (if negative, enter "0")			
Spouse's net income (if negative, enter "0")	551 +		
Total income: Add the above two amounts		=	(A)
Subtract the base amount		– $ 22,000 00	
Total income for Ontario property and sales tax credits for seniors calculations (if negative, enter "0")		=	(B)

Calculating Ontario property and sales tax credits for seniors for 1995

Property tax credit – Complete the declaration on the back of this form.

Total rent paid in 1995	555	X 20% =		
Property tax paid in 1995	556 +			
College residence – claim $25	558 +			
Occupancy cost: Add the above three amounts	559 =			
Enter $500 or the amount from line 559, whichever is less				(C)
Enter 10% of the amount from line 559		+		
Total property tax credit: Add the above two amounts		=	▶	(D)

Sales tax credit

Basic sales tax credit	claim $100	593		
Additional claim for spouse	claim $100	596 +		
Number of dependent children born in 1977 or later	568	X $50 +		
Total sales tax credit: Add the above three amounts		=	▶ +	(E)
Total property and sales tax credits: Add lines (D) and (E)			=	(F)
Enter 4% of amount (B) (if negative, enter "0")			–	(G)
Net property and sales tax credits for seniors				
Amount (F) minus amount (G) (if negative, enter "0")			=	(H)

Ontario tax credits – Enter amount (H) or $1,000, whichever is less.
If you are claiming the OHOSP tax credit, the Ontario political contribution tax credit, or the Ontario investment and employee ownership tax credits, see the guidelines on the back of this form. Otherwise, enter amount (I) on line 479 of your return. (I)

Certification by spouse

I certify that the net income reported in the calculation of income for Ontario tax credits above is my true and correct net income for the year.

Signature of spouse _____ Date _____

Certification

I certify that the information in this document is true and correct.

Sign here _____ Date _____

5006-SC

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6(3)(a)

SENIOR CITIZEN POPULATION

Introduction

The population of senior citizens continues to expand. The rate of expansion has specific impacts on the development of public policy. At the Provincial and Federal Government level it has begun to show itself in health care and pension entitlements. The crisis in pensions and health care is just one example of demographic forces impacting government policy.

David Foot notes in his recent best seller Boom Bust & Echo - How to Profit from the Coming Demographic Shift that 65% of everything in the economy can be explained by demographics.

Before we look at the future growth of seniors we should look at the growth of seniors in the recent past.

Seniors Population

Year	Population	65+	Net Increase	% Population	% Annual Growth Rate
1966	74,594	3,921		5.3	
1971	80,330	4,725	804	5.9	3.8
1976	81,049	5,405	680	6.6	2.7
1981	82,675	6,630	1,225	8.0	4.1
1986	80,905	7,895	1,265	9.7	3.6
1991	81,465	9,760	1,865	12.0	4.3

The statistics over the last twenty-five years indicate a steady growth rate in the number of senior citizens. The changes in the structure of the population indicates that senior citizens account for an increasing percent of the population. The future trends are more dramatic because of the slow rate of population growth. The number of seniors is increasing while the population is not.

Future Population of Seniors

The population of future senior citizens is already present in Sault Ste. Marie, although, some in migration of seniors might be expected to occur over the next twenty years. The following chart illustrates the long run growth in the number of senior citizens.

Year	Population	65+ Net Increase	% Growth Rate
1991	9,760	1,865	4.3
1996	11,570	1,810	3.5
2001	12,926	1,356	2.2
2006	13,936	1,010	1.5
2011	15,256	1,320	1.8
2016	17,180	1,924	2.4

The net growth in senior citizens peaked in 1991. The growth rate will continue and increase after 2016 as the peak of the baby boom hits sixty-five.

JES/nac

57(+)

Appendix C

TAX CREDIT - ELDERLY HOMEOWNERS

BY-LAW NO. 74-67

INFORMATION FOR TAX CREDIT - WHERE NO NOTICE WAS RECEIVED FROM PRESENT RECORDS

1. NAME OF APPLICANT

MR.
MRS.
MISS _____

ADDRESS _____

2. STATUS OF APPLICANT

MARRIED, LIVING WITH SPOUSE ___ UNMARRIED ___ WIDOWED ___ DIVORCED/SEPARATED ___

3. DATE OF BIRTH _____ AGE _____

4. ADDRESS OF PROPERTY (PROPERTIES) IN THE CITY OF SAULT STE. MARIE ASSESSED AND OCCUPIED BY APPLICANT, HIS OR HER SPOUSE OR BOTH, DURING THE LAST 5 YEARS PRIOR TO FEBRUARY 28TH.

YEAR	ROLL NUMBER	ADDRESS	PERIOD OCCUPIED

CERTIFIED CORRECT:

_____ _____

DATE SIGNATURE OF APPLICANT

INFORMATION EXAMINED & CERTIFIED

_____ _____

DATE TAX COLLECTOR

_____ _____

DATE APPROVED CITY TREASURER

Appendix D

PROPERTY TAX ASSISTANCE FOR LOW INCOME SENIORS AND LOW INCOME DISABLED PERSONS

Low-income seniors and low-income disabled persons may apply for a partial deferral of property taxes pursuant to By-law 2001-58. Application for tax relief must be made annually to establish eligibility or confirm continued eligibility.

The deferred amount will establish a lien on the property which must be paid prior to any transfer of ownership.

Tax relief shall be in the form of a deferral of part of a tax increase on your property. The annual amount of the deferral will be calculated by the Finance Department of the City of Sault Ste. Marie. Your tax bill is not being eliminated.

You will be required to pay the first $50 of any tax increase. The balance of the tax increase will be deferred if you qualify for the program.

No interest is charged on the deferred balance.

Annual eligible amounts shall be deferred until the subject property is transferred, sold, bequeathed or otherwise disposed of by an eligible person at which time the total deferred amount including any part year portions shall become due and payable to the City.

If an eligible person for whom tax relief has been granted ceases to be an eligible person under this program, all amounts previously deferred, including any part year portions will become due and payable to the City.

If the property is transferred or disposed of, or a person ceases to be an eligible person and the amount required to be paid to the City has not been paid, then the interest charged on any amount not so paid shall be the same interest rate charged by the City on arrears of taxes from the date that the repayment was due.

Applications are also available at the tax payment counter, Level 2, Civic Centre, 99 Foster Drive.

Applications must be received by the City no later than November 1 in the year for which relief applies and must be accompanied by documentation establishing that you are eligible for this program.

You must apply annually for relief to remain eligible for the program.

Check the Frequently Asked Questions section at the bottom of this page for more information.

Please call the Tax and Licence Office at (705) 759-5290 for additional information.

For more information, the following document is available for download:

Tax Deferral Application

FAQs

Property Tax Assistance for Low Income Seniors and Low Income Disabled Persons FAQs

Q: Who is eligible for tax relief?

A: You must be a low-income senior or low-income disabled person, or the spouse of one of these, AND must have owned or occupied the property from January 1, 2013 AND the property for which you are seeking relief must be classified as residential or farm property (Class RT on your tax bill).

Q: Who is a low-income senior?

A: To be considered a low-income senior, you must be 65 years of age or older on December 31, 2012 and receiving the Federal Guaranteed Income Supplement (GIS) as established by the Old Age Security Act of Canada.

Q: Who is a low-income disabled person?

A: A low-income disabled person is a person receiving amounts under the Ontario Disability Support Program.

Q: Who is an owner?

A: For the purpose of the Low-Income Seniors and Low-Income Disabled Persons Tax Relief Program, owner means a person assessed as the owner of residential real property and includes an owner within the meaning of the Condominium Act.

Q: What if I own more than one property?

A: Relief shall be provided for only one property each year.

Q: What kind of tax relief is available?

A: Tax relief is in the form of a deferral of part of a tax increase on your property. The annual amount of the deferral will be calculated by the Finance Department. Your tax bill is not being eliminated.

Q: Will I pay any portion of the tax increase?

A: Yes. You will be required to pay the first $50 of any tax increase. The balance will be deferred if you qualify for the program.

Q: Will interest be charged on the deferred amount?

A: No interest is charged on the deferred balance.

Q: Will the tax deferral create a lien on my property?

A: Yes. A lien will be established on the property in the deferred amount which must be paid prior to any transfer of ownership.

Q: When will I have to pay the deferred taxes?

A: Annual eligible amounts shall be deferred until the subject property is transferred, sold, bequeathed or otherwise disposed of, at which time the total deferred amount, including any part year portions, shall become due and payable to the City.

The Corporation of the City of Sault Ste. Marie
P.O. box 580 ~ 99 Foster Drive ~ Sault Ste. Marie, ON P6A 5N1
Telephone: (705) 759-2500 ~ Fax: (705) 759-2310

Ontario

Appendix E

Ontario Senior Homeowners' Property Tax Grant

If you are 64 years of age or older and you own a home, you could qualify to get up to $500 to help with the cost of your property taxes.

Am I eligible?

To receive this grant for 2013, you must file a personal income tax return for 2012 and meet the following conditions:

- be 64 years of age or older as of December 31, 2012
- be a resident of Ontario as of December 31, 2012
- have owned and occupied your principal residence on December 31, 2012 (or your spouse or common-law partner did)
- have paid Ontario property taxes in 2012 (or your spouse or common-law partner did)
- meet the income requirements

Both you and your spouse or common-law partner cannot qualify for this grant – only one of you can receive money.

Did you know?

You and your family may be eligible for other Ontario tax credits. Visit ontario.ca/taxcredits to learn more.



How much will I receive?

You can receive up to a total of $500.

If you are single

To receive the full grant, you must earn $35,000 or less in annual adjusted net income.

If you earn approximately $50,000 or more in net income, you do not qualify for this grant.

If you are single, separated, divorced or widowed, your 2013 basic grant will be reduced by 3.33% of your adjusted net income over $35,000.

If you are part of a couple

To receive the full grant, you must earn $45,000 or less in combined adjusted family net income.

If you earn approximately $60,000 or more as a couple, you do not qualify for this grant.

If you are married or living common-law, your 2013 basic grant will be reduced by 3.33% of your income over $45,000.

You can access the Ontario Tax Credit Calculator to find out the tax savings you or your family may be eligible to receive.

How do I apply?

To get this money, you will need to file a 2012 personal income tax return and attach the completed Application for the 2013 Ontario Trillium Benefit and the Ontario Senior Homeowners' property Tax Grant (form ON-BEN).

How do I report the amount of property tax I paid?

You must report the amount of property tax you paid on line 6112 on the form ON-BEN when you file your 2012 personal income tax return for the year.

When will I receive my money?

You should get your money by cheque or direct deposit within 4 to 8 weeks after you receive your Notice of Assessment from the Canada Revenue Agency.

In addition to this grant for 2013, you may be eligible for the Ontario Energy and Property Tax Credit portion of the Ontario Trillium Benefit for 2013.

View the Ontario Benefits Payment Schedule for all payment dates

Need a hand to prepare your tax return?

If you are unable to prepare your income tax and benefit return yourself, the Community Volunteer Income Tax Program may be able to help you.

Learn more

For more information call the Ministry of Finance at:

- 1 866 ONT-TAXS (1 866 668-8297)
- 1 800 263-7776 for teletypewriter (TTY)

Ontario Senior Homeowners' Property Tax Grant Questions and Answers are also available through the Canada Revenue Agency website or call 1 877 627-6645.

Ontario

Appendix F

Ontario Energy and Property Tax Credit

The Ontario Energy and Property Tax Credit helps low- to moderate-income individuals 18 years of age and older, and families, with the sales tax they pay on energy and with property taxes.

If you pay rent or property tax, you could get up to $963. If you are a senior, you could get up to $1,097.

The Ontario Energy and Property Tax Credit is paid monthly as part of the Ontario Trillium Benefit (OTB).

In the 2013 Budget, the government proposes to offer OTB recipients a choice between getting their OTB monthly or as a single payment. You would be able to make this choice starting in 2014 on your 2013 tax return. Find out more: The Ontario Trillium Benefit: More Choice for People.

Am I eligible?

You may be eligible for the Ontario Energy and Property Tax Credit for the 2013-14 benefit year if you:

- were a resident in Ontario on December 31, 2012
- are a resident of Ontario at the beginning of the payment month
- had rent or property tax paid by or for you for your principal residence in Ontario
- are 18 years of age or older, or
- are under 18 years of age and have or previously had a spouse or common-law partner, or
- under 18 years of age and are a parent who lives or previously lived with your child

If you live on a reserve and pay home energy costs, or if you live in a public long-term care home and pay accommodation costs, you may qualify for the energy component of the credit.

For more details on eligibility, read our Frequently Asked Questions or visit the Canada Revenue Agency's website.

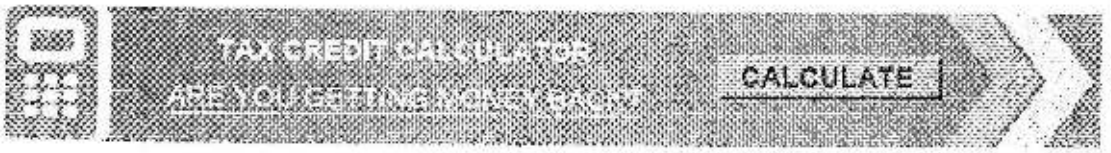
Did you know?

You and your family may be eligible for other Ontario tax credits. Use our tax credit calculator to learn more.

Qualifying seniors may also be eligible to receive the Ontario Senior Homeowners' Property Tax Grant.

Learn more

For more information, call the Canada Revenue Agency at 1 877 627-6645 or visit their website.



How much will I receive?

Qualifying non-senior single individuals and families can receive up to $963 for the 2013-14 benefit year, which is up to $749 in property tax relief and up to $214 in relief for the sales tax on energy.

Qualifying seniors, 64 years of age or older on December 31, 2012, can receive up to $1,097 for the 2013-14 benefit year, which is up to $883 in property tax relief and up to $214 in relief for the sales tax on energy.

If you are a student and live in a designated Ontario university, college or private school residence, you may qualify for $25.

How is the amount I get calculated?

The amount you receive is based on your adjusted net family income and the amount of rent or property tax you paid for your principal residence for 2012.

It will be reduced if your adjusted net family income based on the information you reported in your 2012 income tax return is higher than the threshold amounts, depending on your family type. The credit will be reduced by two per cent of any income over $21,410 for single non-seniors, $26,763 for single seniors and non-senior families, including single parents, and $32,116 for senior couples.

For example, for a single senior with income of $27,000, the maximum credit will be $1,097 − [0.02 × ($27,000 − $26,763)] = $1,092.

Use the Ontario tax credit calculator to calculate the amount you may be eligible to receive.

How do I apply for the credit?

To apply for this credit complete the ON-BEN Application for the 2013 Ontario Trillium Benefit and the Ontario Senior Homeowners' Property Tax Grant, which is part of your 2012 personal income tax return.

When will I receive my credit?

The credit is paid monthly as part of the Ontario Trillium Benefit. To receive your monthly payments beginning in July 2013, you should file your 2012 personal income tax return on or before April 30, 2013. If you file your return after this date, your payments may be delayed.

You must be a resident of Ontario at the beginning of a month to receive that month's payment.

Benefit payments for the period starting July 2013 through June 2014 will be based on the information you reported on your 2012 personal income tax return.

View the Ontario Tax Credits and Benefits Payment Schedule

Forms

- ON-BEN Application for the 2013 Ontario Trillium Benefit and the Ontario Senior Homeowners' Property Tax Grant
- ON479 Ontario Credits

Publications

- Designated Students' Residences, Part I - Colleges and Nursing Students
- Designated Students' Residences, Part II - Universities

To obtain the most current version of this document, visit ontario.ca/finance and enter 3057 in the find page field at the bottom of the webpage or contact the ministry at 1 866 668-8297 (1 800 263-7776 for teletypewriter).

Appendix G

2013 Ontario Senior Homeowners' Property Tax Grant (OSHPTG) and Energy and Property Tax Credit (OEPTC)				
Net Income Single Senior	Property taxes	OSHPTG	OEPTC	Total
$15,000	1,250	500	794	1,294
$20,000	1,500	500	819	1,319
$25,000	1,860	500	855	1,355
$30,000	2,130	500	817	1,317
$35,000	2,400	500	744	1,244
$40,000	2,540	334	658	992
$45,000	2,680	167	572	739
$50,000	2,820	0	486	486
$55,000	2,970	0	401	401
$60,000	3,120	0	316	316
$65,000	3,220	0	226	226
$70,000	3,320	0	136	136
$75,000	3,420	0	46	46
$80,000	3,450	0	0	0

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Appendix H

Property Owners

Assessment Procedure for Senior or Disabled Property Tax Relief in Ontario

Goals
Background
The Process
Alterations, Improvements and/or Additions to an Existing Home
New Home
Garden Suites
Affidavit required by Property Owner
Notification to Property Owner
Related Information

Goals

To provide direction and information on Property Tax Relief for homes that are built or modified to accommodate seniors and/or persons with disabilities.

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Background

Section 3(1)22 and 3(1)22.1 of the *Assessment Act* and section 46.2 of Ontario Regulation 282/98 provide a tax exemption for a portion of a residential property where a senior or disabled person is living.

The exemption applies to:

- Any increase in value as a result of changes made to the **existing home** after May 15, 1984 to accommodate an eligible senior or disabled person.

  or

- -10 percent of the assessed value of a **new home** that is built to provide housing for the eligible senior or disabled person.

  or

- A garden suite, as defined in the *Planning Act*

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The Process

After a property taxpayer informs MPAC that their home has been built or modified to provide a place to live for a senior or disabled person, or a garden suite has been erected, MPAC will verify that the data is current and up-to-date and that the property qualifies for the exemption.

The exempt portion is added to the assessment roll for the next taxation year and no taxes are charged against it. If MPAC had assessed the home as entirely taxable for the current or prior taxation years, and the owner is now applying for the exemption, the owner should contact their municipality to see if they qualify to receive a tax rebate for the current taxation year.

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Alterations, Improvements and/or Additions to an Existing Home

To qualify for the exemption, the following conditions must be met:

- The person must be at least 65 years old or have a disability, and in both cases, would otherwise have to live in other premises that provide on-site care.
- The senior or disabled person must live in the home as his/her personal residence.
- The property must be in the residential property class and must not have more than three residential units.
- The property owner must not be in the business of offering care to senior or disabled persons.
- The alterations, improvements or additions were made after May 15, 1984.

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- The property owner applies to MPAC for the exemption.

The home improvements that qualify are any addition, improvement or changes that are specifically related to the needs of the disabled or senior resident. These changes must also increase the assessed value of the home. They may include such features as special bathroom alterations, kitchen alterations or additions to an existing home.

Only the assessed value of the alterations, improvements or additions constructed for the purpose of providing housing is exempt from property taxation. This is in place only for as long as the senior or disabled person lives in the property as his/her home.

MPAC puts a value on the property before the improvement or addition, and then another after the improvement or addition. The dollar difference between these two figures will be the amount that is exempt from taxes. The exempt portion is added to the assessment for the next taxation year and no taxes are charged against it.

New total value =	$200,000
Old total value =	$185,000
Taxable portion =	$185,000
Exempt portion =	$15,000

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New Home

Property owners who have built a new home to provide a place to live for a senior or a person with a disability can get partial property tax exemption of 10 per cent of the value of their home. This exemption recognizes that custom features included in a home to accommodate a senior or a person with a disability require a larger area than would otherwise be included in a home. The partial exemption for new custom-built homes takes into account the additional floor area and other modifications these homes need to care for and provide a place to live for the persons with special needs. These may include wider doorways/hallways or larger rooms to provide wheelchair users with more space.

To qualify for the exemption, the following conditions must be met:

- The person must be at least 65 years old or have a disability, and in both cases, would otherwise have to live in other premises that provide on-site care.
- The senior or disabled person must live in the home as his/her personal residence.
- The property must be in the residential property class and must not have more than three residential units.
- The property owner must not be in the business of offering care to senior or disabled persons.
- The property owner applies to MPAC for the exemption.

In arriving at the exempt value, the 10% will normally apply to the whole assessment of the property. In cases where there is significant value on extra buildings, MPAC must decide whether or not the buildings are being used to help provide a home for the senior or disabled person. If extra buildings are not being used to help provide a home for the senior or the person with a disability, then those buildings are not included in the calculation. For properties with large acreage, the 10% exemption only applies to the residential building plus one acre of land.

For example, if a property included 10 acres of land with a house, attached garage and 1000 sq. ft. storage shed, only 1 acre of land, the house and garage are used to provide a home for a senior or disabled person. The shed and 9 acres of land are not used for residential purposes and are therefore not included in the calculation.

Total assessment =	$200,000
Assessment of 1 acre plus house and garage =	$160,000
Exempt portion = 10% of $160,000 =	$16,000

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Taxable portion =	$184,000
Exempt portion=	$16,000

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Garden Suites

In 2008, the province introduced a new exemption for garden suites. This exemption applies for 2005 and subsequent taxation years.

To qualify for the exemption, the following conditions must be met:

- The garden suite must be a one-unit detached residential structure containing bathroom and kitchen facilities that is ancillary to an existing residential structure.
- The structure is temporary and is designed to be portable.
- The garden suite is used as the personal residence of a person who is at least 65 years of age.
- The property owner must also have his or her personal residence on the land and is a family member of the senior or disabled person.

New total value with garden suite =	$200,000
Old total value =	$185,000
Taxable portion =	$185,000
Exempt portion – value of garden suite =	$15,000

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Affidavit required by Property Owner

The owner of the property for which a property tax exemption is being sought must complete an affidavit, affidavit, provided by MPAC, which affirms that the property meets all of the legislated requirements (i.e. age of the senior person) to qualify for the exemption.

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Notification to Property Owner

MPAC inspects the property, reviews the affidavit and decides whether or not it can approve the exemption.

MPAC then sends a letter to the property owner advising them of the decision. If it's approved, MPAC re-calculates the assessment to figure out what the dollar figure will be for the exemption.

The property assessment notice shows both the taxable assessment and the part that is exempt from assessment.

MPAC sends letters every other year to the affected property owners to make sure that the property is still eligible for the tax-exempt portion in their assessment.

MPAC will remove the tax exemption if the letter confirming that the property still qualifies is not returned, or if the senior or disabled person no longer lives at this residence.

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Related Information

Section 3(1)22 and Section 3(1)22.1 of the *Assessment Act*

Senior/Disabled letter of verification English version

Senior/Disabled letter of verification French version

Note: This procedure has been developed to provide the public with a general understanding of the *assessment procedures for senior and disabled property tax relief*. The applicable law prevails to the extent there is any conflict between the procedure and the relevant law.

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Appendix 1

Application forms for Municipal Tax Reductions, Rebates & Refunds

Completed applications can be mailed or faxed to the City of Oshawa. Contact information is located on the application form. Please note the submission deadline indicated on the application form.

- Deferral Program For Low Income Seniors and People with a Disability
- Property Tax Grant Program for Low Income Seniors and People with a Disability
- Rebates For Charitable Organizations
- Application For Rebate of Property Taxes For Vacancies In Commercial And Industrial Property
- Application To The Council Or Assessment Review Board For Adjustment Of Taxes

Deferral Program For Low Income Seniors and People with a Disability

Low income seniors and people with a disability may qualify for financial relief from a portion of the annual property tax increase. The total amount of the related tax deferral must be repaid when the property is sold or a change in ownership occurs.

A tax increase may be deferred if:

- 1) You are a low income senior homeowner or a low income homeowner with a disability AND
- 2) Your taxes have gone up by more than 5% or $100.00

Low Income Senior Homeowner

You are a low income senior homeowner if:

- You own your own home and receive the Guaranteed Income Supplement from the Federal Government
- You are age 65 prior to December 31st of the current year, and meet the income requirements to be entitled to the Guaranteed Supplement

Low Income Homeowner with a Disability

You are a low income homeowner with a disability if:

- You own your own home and receive support under the Ontario Disability Support Program.

If you wish to apply for the Deferral Program, please contact the Assessment Review Officer at 905-436-3311 extension 2816.

Property Tax Grant Program for Low Income Seniors and People with a Disability

Low income seniors and people with a disability may qualify for financial assistance towards their property taxes in the form of a grant. Only one grant is applicable for the principal residence annually.

All applications MUST be submitted with supporting documentation as indicated on the application no later than February 28, 2013.

Applications will be processed between January 1, 2013 and March 31, 2013.

The 2012 Grant amount will be increased to the amount of $400 pursuant to the City of Oshawa Council Direction.

If approved the full amount of the grant is entered on the applicants tax account as a deduction to any current outstanding amount or next subsequent tax installment. No rebate cheques are

processed. If the applicant has enrolled in the Pre-Authorized Tax Payment Plan, the future payment amounts will be adjusted accordingly.

Feedback

Contact Us

PLEASE NOTE: APPLICATIONS FOR THE 2012 TAX YEAR MUST BE RETURNED TO THE CITY OF OSHAWA BY FEBRUARY 28, 2013.

Low Income Senior Homeowner

You are a low income senior homeowner if:

- You own your own home and it is your principal residence for at least 90 days immediately before December 31st of the current year.
- You are age 65 prior to December 31st of the current year and meet the income requirements to be entitled to the Federal Government's Guaranteed Supplement.

Low Income Homeowner with a Disability

You are a low income homeowner with a disability if:

- You own your own home and it is your principal residence for at least 90 days immediately before December 31st of the current year.
- You receive support under the Ontario Disability Support Program.

If you wish to apply for the Property Tax Grant, please contact Service Oshawa at 905-436-3311 or download the Property Tax Grant Application form (pdf)

Rebates For Charitable Organizations

Charitable organizations, which have a federal registration number and that lease space in "Commercial or Industrial" properties, are eligible for a reduction of 40% of the total realty taxes paid by the charity.

In order to be eligible for this program, the following criteria must be met:

- You must be a registered charity as defined by subsection 248(1) of the Income Tax Act and can provide a registered charity number issued by Revenue Canada.
- You can provide from the landlord/owner documentation specifying the amount of property taxes payable for the rented or leased space occupied.

An application for a taxation year must be made between January 1st of the current year and no later than the last day of February of the following year.

If you wish to apply for the Charitable Rebate, please contact Service Oshawa at 905-436-3311 or complete the Rebates For Charitable Organizations form.

Application For Rebate Of Property Taxes For Vacancies In Commercial And Industrial Property

Qualified Property

In order to qualify for a vacancy rebate of property taxes, a building or portion of a building must satisfy the following conditions described below:

1. Buildings that are entirely vacant.

- A whole commercial or industrial building will be eligible for a rebate if the entire building was unused for at least 90 consecutive days.

2. Buildings that are partially vacant

- A suite or unit within a commercial building will be eligible for a rebate if, for at least 90 consecutive days, it was:
  - Not used for any purpose; and
  - Clearly delineated or physically separated from the used portions of the building, and

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Oshawa

Property Tax Grant Application
For Low Income Seniors or Disabled Persons
Tax Year 2012

Complete the following information and mail or fax this application by February 28, 2013 to:

City of Oshawa
1st Floor, B Wing City Hall
50 Centre Street South
Oshawa, ON L1H 3Z7
Fax: 905-436-5618

I am applying as *(CHECK ONE BOX ONLY)*
☐ a Senior
☐ a Person with a Disability

ROLL NUMBER 18-13 | 0 | | 0 | - | 0 | | | - | | | | - | | | | - | 0 | 0 | 0 | 0 |

Property Owner Information *(please print)*

Last Name of Owner	First Name of Owner	Last Name of Co-Owner/Spouse	First Name of Co-Owner/Spouse

Date of Birth Year / Month / Day	Owner's Social Insurance Number	Co-Owner's Date of Birth Year / Month / Day	Co-Owner's Social Insurance Number
	- -		- -

Ontario Disability Support Program Number *(if applicable)*

Total Household Income *(include applicant, spouse, or other property owner's income)*
(Net income not to exceed Revenue Canada guidelines for G.I.S. or Province of Ontario guidelines for O.D.S.P.) $

Property Address	City	Postal Code
	Oshawa, ON	
Previous Property Address *(if less than one year)*	City	Postal Code

Is this property jointly owned with anyone? ☐ Yes ☐ No

Senior Homeowners with a Low Income

Please attach **copies** of the following documents and eligibility verification:

a) - Notice(s) of Assessment of Income Tax for 2011 received from the Canada Revenue Agency by the applicant, spouse and others that own the property jointly; **AND,**

b) - Copy of the Old Age Security form **T4A–OAS** showing an amount in Box 21 **or,**
- Proof of receipt of Guaranteed Income Supplement under the Old Age Security Act (Canada) or the Spouse's Allowance under the Old Age Security Act (Canada). To verify if you are indeed eligible to receive the GIS, please call 1-800-277-9914 and state your social insurance number.

Statement to be Signed by Senior

I occupy the residential property in the City of Oshawa indicated above and have been or will be assessed as Owner of such property for at least 90 days immediately before **December 31, 2012.**

I acknowledge this property is my principle residence and I have not applied for a tax grant on any other property this year.

I agree to notify the City of Oshawa of any changes that would affect my eligibility for the Property Tax Grant Program, including changes to household income or property assessment.

I authorize the Income Securities Section of Human Resource Development Canada (HRDC) to release to the City of Oshawa such information as will verify my receipt of the Guaranteed Income Supplement under the Old Age Securities Act (Canada).

Date of Application	Telephone Number

Applicant Signature

Spouse Signature

Homeowners with a Low Income and a Disability

Please attach copies of the following documents and eligibility verification:

- Notice(s) of Assessment of Income Tax for 2011 received from the Canada Revenue Agency by the applicant, spouse and others that own the property jointly;

AND,

- Proof of support under the **Ontario Disability Support Program** (e.g., a notice of qualification) for each person (other than an applicant's spouse) listed as an owner of the property for which this application is being made. To verify if you are eligible to receive ODSP, please call (905) 665-1030.

Statement to be Signed by Disabled Person

I occupy the residential property in the City of Oshawa indicated above and have been or will be assessed as Owner of such property for at least 90 days immediately before **December 31, 2012.**

I acknowledge this property is my principle residence and I have not applied for a tax grant on any other property this year.

I agree to notify the City of Oshawa of any changes that would affect my eligibility for the Property Tax Grant Program, including changes to household income or property assessment.

I authorize the Ministry of Community and Social Services to release to the City of Oshawa such information as will verify my eligibility for the Ontario Disability Support Program.

Date of Application	Telephone Number

Applicant Signature

Spouse Signature

CONTACT NAME AND PHONE NUMBER:

Important Information

- This application must be received no later than February 28, 2013
- For further information, please call 905-436-3311

Personal information on this form is provided under the authority of the Municipal Act, 2001 S.O. c. 25, as amended, and will be used to determine eligibility for a tax grant on property taxes paid to the Municipality.

CPST-07001-0704

5(a)

Shelley J. Schell, CPA, CA
Manager of
Finance and Budgets

Finance Department

2013 08 12

Mayor Debbie Amaroso
Members of City Council

RE: SIX MONTH FINANCIAL REPORT TO JUNE 30, 2013

PURPOSE
The purpose of this report is to provide a Six Month Financial Report to June 30, 2013.

BACKGROUND
The report is prepared annually for the information of Council.

ANALYSIS
Overall, for the first six months of 2013, departments are trending to be on budget.

The following issues are highlighted with an estimated annual variance from the 2013 budget provided.

We are monitoring insurance costs as claims have consumed 70% of the budget in the first half of the year. If the trend continues, claim costs could be $145,000 over budget.

Winter control budget may experience a deficit at year end of approximately $500,000 due to the severity and the number of winter events so far in 2013.

The 2013 budget includes $1,500,000 of revenue from the 2012 surplus. If a surplus is not generated in 2013, additional revenues or expenditure reductions will be required to replace this revenue source in the 2014 budget.

IMPACT
Staff will continue to review operations and another report will be provided after the September 30, 2013 results are finalized.

STRATEGIC PLAN
Not Applicable.

–More–

RECOMMENDATION

That the report of the Manager of Finance and Budgets concerning Six Month Financial Report to June 30, 2013 be received as information.

Respectfully submitted,

Shelley J. Schell, CPA, CA
Manager of Finance and Budgets
Treasurer

Recommended for approval,

W. Freiburger, CMA
Commissioner of Finance and

SJS/kl

attachment

RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

5(a)

The Corporation of the City of Sault Ste. Marie

Six Month Financial Report to June 30, 2013

Prepared by Finance Department

City of Sault Ste Marie
CURRENT FUND
For the Six Months Ending June 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual
REVENUE					
Taxation	($118,176,613.94)	(120,394,370.00)	(2,217,756.06)	1.84%	*(118,156,716.57)*
Payment in Lieu of taxes	(2,503,429.49)	($4,317,240.00)	($1,813,810.51)	42.01%	*($4,665,890.24)*
Fees and user charges	(20,127,415.19)	($45,906,969.00)	($25,779,553.81)	56.16%	*($43,790,371.49)*
Government grants	(9,699,154.39)	($21,627,910.00)	($11,928,755.61)	55.15%	*($22,363,162.99)*
Investment income	(1,599,861.77)	($4,071,500.00)	($2,471,638.23)	60.71%	*($4,490,072.56)*
Contribution from own funds	(324,284.92)	($829,397.00)	($505,112.08)	60.90%	*($1,972,862.60)*
Other income	(505,617.74)	($1,532,070.00)	($1,026,452.26)	67.00%	*($1,916,265.30)*
Prior year surplus	(3,158,356.00)	($3,158,356.00)	$0.00		*($2,174,205.00)*
	(156,094,733.44)	($201,837,812.00)	($45,743,078.56)	22.66%	*($199,529,546.85)*
EXPENDITURES					
Salaries	32,673,201.05	$71,143,945.00	$38,470,743.95	54.07%	*$68,557,798.69*
Benefits	8,445,263.36	$18,600,188.00	$10,154,924.64	54.60%	*$16,812,847.20*
Travel and training	245,124.65	$837,655.00	$592,530.35	70.74%	*$468,175.80*
Vehicle allowance, maintenance and repairs	1,935,340.34	$4,015,210.00	$2,079,869.66	51.80%	*$3,199,843.04*
Utilities and Fuel	3,732,944.90	$8,086,500.00	$4,353,555.10	53.84%	*$7,866,581.01*
Materials and supplies	3,400,177.06	$6,705,620.00	$3,305,442.94	49.29%	*$8,379,505.76*
Maintenance and repairs	1,168,463.05	$2,188,330.00	$1,019,866.95	46.60%	*$2,404,219.93*
Program expenses	53,480.18	$82,950.00	$29,469.82	35.53%	*$184,637.75*
Goods for resale	292,673.85	$608,920.00	$316,246.15	51.94%	*$702,286.58*
Rents and leases	312,117.08	$541,100.00	$228,982.92	42.32%	*$496,782.87*
Taxes and licenses	1,857,917.48	$2,132,820.00	$274,902.52	12.89%	*$2,162,315.87*
Financial expenses	1,226,774.45	$2,586,677.00	$1,359,902.55	52.57%	*$2,615,940.13*
Purchased and contracted services	4,369,656.59	$10,137,710.00	$5,768,053.41	56.90%	*$9,751,437.66*
Grants to others	28,424,746.08	$47,018,710.00	$18,593,963.92	39.55%	*$46,885,786.36*
Long term debt	2,218,386.84	$9,787,935.00	$7,569,548.16	77.34%	*$9,112,748.97*
Transfer to own funds	5,399,578.68	$16,885,667.00	$11,486,088.32	68.02%	*$16,685,197.30*
Capital expense	461,218.04	$806,005.00	$344,786.96	42.78%	*$875,271.93*
Depreciation		$0.00	$0.00		*$14,751,356.96*
Gain/Loss on Disposal of Capital Assets		$0.00	$0.00		*($86,484.35)*
Less: recoverable costs	(152,031.39)	($328,130.00)	($176,098.61)	53.67%	*($790,166.04)*
	96,065,032.29	$201,837,812.00	$105,772,779.71	52.40%	*$211,036,063.44*
NET (REVENUE)/EXPENDITURE	**(60,029,701.15)**	**$0.00**	**$60,029,701.15**		*$11,506,516.59*

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City of Sault Ste Marie
MAYOR & COUNCIL
For the Six Months Ending June 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual	Notes
REVENUE						
Government grants	($7,538.01)	$0.00	$7,538.01		($27,185.67)	(2)
	(7,538.01)	$0.00	$7,538.01		($27,185.67)	
EXPENDITURES						
Salaries	230,996.02	$453,671.00	$222,674.98	49.08%	$469,281.10	
Benefits	29,255.80	$52,827.00	$23,571.20	44.62%	$56,443.97	
Travel and training	13,850.07	$68,710.00	$54,859.93	79.84%	$19,755.53	(1)
Vehicle allowance, maintenance and repairs	17,341.31	$36,030.00	$18,688.69	51.87%	$30,907.52	
Materials and supplies	43,779.24	$65,845.00	$21,865.76	33.31%	$52,042.96	
Maintenance and repairs		$250.00	$250.00	100.00%	$0.00	
Purchased and contracted services	3,841.42	$6,100.00	$2,258.58	37.03%	$6,480.38	
Grants to others	10,000.00	$25,000.00	$15,000.00	60.00%	$75,000.00	(2)
Transfer to own funds		$0.00	$0.00		$10,000.00	
Capital expense		$0.00	$0.00		$305.74	
Depreciation		$0.00	$0.00		$2,910.58	
	349,063.86	$708,233.00	$359,169.14	50.71%	$723,127.78	
NET (REVENUE)/EXPENDITURE	**341,525.85**	**$708,233.00**	**$366,707.15**	**51.78%**	$695,942.11	

Notes:
1) Travel and training budget not utilized. Estimated surplus: $46,000
2) Includes Conference/Special Event budget of $20,000 (1/2 expense to date) and $5,000 Community Development Fund, not utilized for several years

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City of Sault Ste Marie
CHIEF ADMIN OFFICER
For the Six Months Ending June 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual	Notes
REVENUE						
EXPENDITURES						
Salaries	$158,393.78	$346,515.00	$188,121.22	54.29%	$335,910.20	
Benefits	41,337.40	$72,598.00	$31,260.60	43.06%	$75,862.52	
Travel and training	1,096.92	$11,715.00	$10,618.08	90.64%	($425.92)	
Vehicle allowance, maintenance and repairs	2,406.08	$5,250.00	$2,843.92	54.17%	$4,515.75	
Materials and supplies	4,605.05	$20,400.00	$15,794.95	77.43%	$21,796.27	
Maintenance and repairs		$150.00	$150.00	100.00%	$0.00	
Purchased and contracted services	1,475.52	$5,250.00	$3,774.48	71.89%	$1,624.15	
Capital expense		$200.00	$200.00	100.00%	$0.00	
Depreciation		$0.00	$0.00		$1,816.16	
	209,314.75	$462,078.00	$252,763.25	54.70%	$441,099.12	
NET (REVENUE)/EXPENDITURE	**209,314.75**	**$462,078.00**	**$252,763.25**	**54.70%**	$441,099.12	

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City of Sault Ste Marie
HUMAN RESOURCES DEPARTMENT
For the Six Months Ending June 30, 2013

Department	June	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual	Notes
REVENUE							
Government grants			($20,625.00)	($20,625.00)	100.00%	($2,513.70)	
			($20,625.00)	($20,625.00)	100.00%	($2,513.70)	
EXPENDITURES							
Salaries	51,265.29	305,427.29	$664,482.00	$359,054.71	54.04%	$629,866.38	
Benefits	43,411.95	233,244.90	$479,585.00	$246,340.10	51.37%	$489,773.30	
Travel and training	913.98	25,066.18	$56,685.00	$31,618.82	55.78%	$32,726.70	
Vehicle allowance, maintenance and repairs	64.16	256.24	$1,000.00	$743.76	74.38%	$838.87	
Materials and supplies	13,784.31	50,750.33	$67,085.00	$16,334.67	24.35%	$83,676.74	
Maintenance and repairs		1,538.97	$4,500.00	$2,961.03	65.80%	$1,300.01	
Purchased and contracted services	55,542.63	132,091.88	$270,775.00	$138,683.12	51.22%	$169,402.78	
Transfer to own funds			$0.00	$0.00		$28,757.60	
Capital expense	816.23	6,432.98	$11,500.00	$5,067.02	44.06%	$5,132.73	
Depreciation			$0.00	$0.00		$2,467.35	
	165,798.55	754,808.77	$1,555,612.00	$800,803.23	51.48%	$1,443,942.66	
NET (REVENUE)/EXPENDITURE	**165,798.55**	**754,808.77**	**$1,534,987.00**	**$780,178.23**	**50.83%**	$1,441,428.96	

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City of Sault Ste Marie
CLERK'S DEPARTMENT
For the Six Months Ending June 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual	Notes
REVENUE						
Fees and user charges	($23,640.00)	($48,000.00)	($24,360.00)	50.75%	*($45,960.00)*	
Government grants	(6,783.21)	($27,500.00)	($20,716.79)	75.33%	*($1,256.85)*	
Contribution from own funds		$0.00	$0.00		*($36,358.31)*	
Other income	(286.00)	($1,800.00)	($1,514.00)	84.11%	*($6,473.05)*	
	(30,709.21)	($77,300.00)	($46,590.79)	60.27%	*($89,048.21)*	
EXPENDITURES						
Salaries	276,693.76	$604,102.00	$327,408.24	54.20%	*$575,539.31*	
Benefits	71,983.95	$135,683.00	$63,699.05	46.95%	*$134,183.31*	
Travel and training	3,596.45	$5,790.00	$2,193.55	37.89%	*$6,447.32*	
Vehicle allowance, maintenance and repairs	257.53	$550.00	$292.47	53.18%	*$566.12*	
Materials and supplies	51,291.35	$96,355.00	$45,063.65	46.77%	*$168,276.89*	
Maintenance and repairs	1,049.22	$3,550.00	$2,500.78	70.44%	*$1,791.44*	
Goods for resale	9,600.00	$19,200.00	$9,600.00	50.00%	*$19,200.00*	
Rents and leases	340.12	$7,850.00	$7,509.88	95.67%	*$4,551.72*	
Financial expenses	170.61	$0.00	($170.61)		*$454.44*	
Purchased and contracted services	41,716.37	$115,050.00	$73,333.63	63.74%	*$77,808.31*	
Grants to others	1,009.10	$2,000.00	$990.90	49.55%	*$1,997.18*	
Transfer to own funds	60,000.00	$60,000.00	$0.00		*$60,002.82*	
Capital expense	563.91	$4,500.00	$3,936.09	87.47%	*$677.25*	
Depreciation		$0.00	$0.00		*$2,928.46*	
Less: recoverable costs		$0.00	$0.00		*($65,000.00)*	
	518,272.37	$1,054,630.00	$536,357.63	50.86%	*$989,424.57*	
NET (REVENUE)/EXPENDITURE	**487,563.16**	**$977,330.00**	**$489,766.84**	**50.11%**	*$900,376.36*	

5(a)
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City of Sault Ste Marie
FINANCE DEPARTMENT
For the Six Months Ending June 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual	Notes
REVENUE						
Fees and user charges	($215,597.30)	($274,625.00)	($59,027.70)	21.49%	($277,466.13)	
Government grants	(16,536.00)	($50,000.00)	($33,464.00)	66.93%	($117,265.00)	
Contribution from own funds		$0.00	$0.00		($40,532.09)	
Other income	(47,054.42)	($103,670.00)	($56,615.58)	54.61%	($99,475.01)	
	(279,187.72)	($428,295.00)	($149,107.28)	34.81%	($534,758.23)	
EXPENDITURES						
Salaries	1,366,257.63	$2,895,840.00	$1,529,582.37	52.82%	$2,826,763.88	
Benefits	330,359.18	$669,981.00	$339,621.82	50.69%	$623,046.83	
Travel and training	6,532.86	$10,540.00	$4,007.14	38.02%	$9,596.37	
Vehicle allowance, maintenance and repairs	213.81	$1,750.00	$1,536.19	87.78%	$851.77	
Materials and supplies	(114,826.90)	$217,760.00	$332,586.90	152.73%	($15,858.64)	(1)
Maintenance and repairs	281,434.57	$526,655.00	$245,220.43	46.56%	$503,195.83	
Financial expenses	1,208,751.41	$2,538,147.00	$1,329,395.59	52.38%	$2,467,010.69	(4)
Purchased and contracted services	179,802.83	$550,325.00	$370,522.17	67.33%	$586,979.61	(2)
Transfer to own funds		$0.00	$0.00		$40,212.06	
Capital expense	87,657.32	$105,975.00	$18,317.68	17.28%	$106,159.39	(3)
Depreciation		$0.00	$0.00		$540,055.04	
Less: recoverable costs		$0.00	$0.00		($4,543.10)	
	3,346,182.71	$7,516,973.00	$4,170,790.29	55.48%	$7,683,469.73	
NET (REVENUE)/EXPENDITURE	**3,066,994.99**	**$7,088,678.00**	**$4,021,683.01**	**56.73%**	$7,148,711.50	

Notes:

1) IT-GIS recovery of $230,360 from other depts not shown in budget. Expense in purchased services.
2) No variance anticipated.
3) IT computer refresh expense incurred in first half of year ($85,633 Act vs $89,725 Bud). No material variance anticipated.
4) Expect tax writeoffs to have a surplus but will review at yearend.

5(a)
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City of Sault Ste Marie
LEGAL DEPARTMENT
For the Six Months Ending June 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual	Notes
REVENUE						
Fees and user charges	($1,435,814.62)	($2,142,965.00)	($707,150.38)	33.00%	*($2,036,090.72)*	
Investment income	(8,106.03)	$0.00	$8,106.03		*($8,878.20)*	(1)
Other income	(50.00)	$0.00	$50.00		*($100.00)*	
	(1,443,970.65)	($2,142,965.00)	($698,994.35)	32.62%	*($2,045,068.92)*	
EXPENDITURES						
Salaries	373,901.82	$788,008.00	$414,106.18	52.55%	*$791,390.97*	
Benefits	100,813.18	$166,015.00	$65,201.82	39.27%	*$186,968.87*	(2)
Travel and training	4,302.52	$12,730.00	$8,427.48	66.20%	*$7,529.54*	
Vehicle allowance, maintenance and repairs		$250.00	$250.00	100.00%	*$0.00*	
Materials and supplies	20,794.36	$78,630.00	$57,835.64	73.55%	*$154,139.37*	(3)
Maintenance and repairs		$7,410.00	$7,410.00	100.00%	*$2,391.24*	
Rents and leases	40,692.70	$26,700.00	($13,992.70)	(52.41%)	*$52,274.86*	(4)
Taxes and licenses	1,499,997.69	$1,610,240.00	$110,242.31	6.85%	*$1,681,024.78*	(5)
Purchased and contracted services	69,438.73	$255,100.00	$185,661.27	72.78%	*$267,677.64*	
Transfer to own funds	122,097.17	$275,200.00	$153,102.83	55.63%	*$305,392.24*	(6)
Capital expense	255.15	$9,000.00	$8,744.85	97.17%	*$5,152.25*	
Depreciation		$0.00	$0.00		*$4,065.30*	
Gain/Loss on Disposal of Capital Assets		$0.00	$0.00		*($27,305.01)*	
	2,232,293.32	$3,229,283.00	$996,989.68	30.87%	*$3,434,702.05*	
NET (REVENUE)/EXPENDITURE	**788,322.67**	**$1,086,318.00**	**$297,995.33**	**27.43%**	*$1,389,633.13*	

Notes:
1) No budget set for interest on bank account. Adjust in 2014. Transfer to general account done only after year end allocations to municipal partners. Estimated surplus $10,000
2) Budget low for benefits for several years. Estimated shortfall $30,000
3) Membership/subscriptions not yet paid, no variance anticipated. Miscellaneous account budget not utilized for several years. Estimated surplus $3500
4) City property leases not paid evenly throughout year. Suncor Lease for hub trail is over half of budget and paid in May. POA rent budget was not adjusted for new rental rates in 2013. To be corrected in 2014. Estimated shortfall $46,500 (note rental revenue to City was adjusted)
5) Annual insurance premium paid. Shortfall from budget estimate $43,000. Small claims paid have utilized 70% of budget in first half of year. Extrapolated for year will have budget shortfall of $145,000.
6) OW excess rental revenue transfer not done until year end ($154,000)

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City of Sault Ste Marie
FIRE SERVICES
For the Six Months Ending June 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual	Notes
REVENUE						
Fees and user charges	($2,192,657.50)	($4,951,552.00)	($2,758,894.50)	55.72%	($4,546,462.93)	(1)
Other income		$0.00	$0.00		($3,877.65)	
	(2,192,657.50)	($4,951,552.00)	($2,758,894.50)	55.72%	($4,550,360.58)	
EXPENDITURES						
Salaries	6,022,212.81	$13,124,025.00	$7,101,812.19	54.11%	$12,542,955.84	(2)
Benefits	1,544,759.43	$3,368,489.00	$1,823,729.57	54.14%	$3,068,706.27	(2)
Travel and training	27,454.40	$39,150.00	$11,695.60	29.87%	$22,875.69	(3)
Vehicle allowance, maintenance and repairs	76,564.61	$175,715.00	$99,150.39	56.43%	$153,416.15	
Utilities and Fuel	151,829.99	$292,035.00	$140,205.01	48.01%	$286,459.58	
Materials and supplies	132,990.43	$411,600.00	$278,609.57	67.69%	$268,526.11	
Maintenance and repairs	71,902.59	$137,600.00	$65,697.41	47.75%	$127,598.77	
Rents and leases	1,214.52	$2,500.00	$1,285.48	51.42%	$2,429.04	
Taxes and licenses	47,662.30	$64,600.00	$16,937.70	26.22%	$65,819.64	
Financial expenses	961.94	$1,800.00	$838.06	46.56%	$1,711.69	
Purchased and contracted services	36,364.35	$129,900.00	$93,535.65	72.01%	$95,589.68	
Transfer to own funds	252,500.00	$252,500.00	$0.00		$315,719.52	
Capital expense	6,972.28	$33,780.00	$26,807.72	79.36%	$28,257.55	
Depreciation		$0.00	$0.00		$384,876.98	
	8,373,389.65	$18,033,694.00	$9,660,304.35	53.57%	$17,374,944.42	
NET (REVENUE)/EXPENDITURE	**6,180,732.15**	**$13,082,142.00**	**$6,901,409.85**	**52.75%**	$12,824,583.84	

Notes:
1) DSSAB fees for EMS under budget, as well as expenses. Net to $0, thus no variance on bottom line.
2) Departmental salaries how been trending less than budget for couple of years. Extrapolating Q2 salaries for year, possible surplus of $300,000
3) Fire training budget fully utilized. Training done in 1st half of year. No variance anticipated.

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City of Sault Ste Marie
POLICE SERVICES
For the Six Months Ending June 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual	Notes
REVENUE						
Fees and user charges	($197,230.86)	($291,505.00)	($94,274.14)	32.34%	($404,029.76)	(1)
Government grants	(132,534.73)	($1,195,500.00)	($1,062,965.27)	88.91%	($1,125,820.21)	(2)
Contribution from own funds		$0.00	$0.00		($101,985.54)	
Other income	(46,458.47)	$0.00	$46,458.47		($212,132.98)	(3)
	(376,224.06)	($1,487,005.00)	($1,110,780.94)	74.70%	($1,843,968.49)	
EXPENDITURES						
Salaries	8,228,835.13	$17,430,958.00	$9,202,122.87	52.79%	$17,313,365.99	(4)
Benefits	2,095,635.61	$4,133,607.00	$2,037,971.39	49.30%	$3,847,830.68	
Travel and training	88,634.78	$383,215.00	$294,580.22	76.87%	$214,354.76	(5)
Vehicle allowance, maintenance and repairs	140,115.53	$496,630.00	$356,514.47	71.79%	$416,167.66	
Utilities and Fuel	168,653.49	$383,840.00	$215,186.51	56.06%	$364,855.58	
Materials and supplies	197,284.87	$658,235.00	$460,950.13	70.03%	$570,640.02	(6)
Maintenance and repairs	149,365.09	$271,455.00	$122,089.91	44.98%	$393,551.49	
Rents and leases	41,812.30	$117,700.00	$75,887.70	64.48%	$79,301.74	(7)
Taxes and licenses	72,109.00	$83,000.00	$10,891.00	13.12%	$82,403.72	(8)
Financial expenses	587.57	$0.00	($587.57)		$554.95	
Purchased and contracted services	193,132.84	$435,930.00	$242,797.16	55.70%	$473,306.10	
Transfer to own funds	165,000.00	$165,000.00	$0.00		$165,000.00	
Capital expense	271,795.74	$396,615.00	$124,819.26	31.47%	$498,671.90	(9)
Depreciation		$0.00	$0.00		$521,367.80	
Gain/Loss on Disposal of Capital Assets		$0.00	$0.00		$26,690.53	
	11,812,961.95	$24,956,185.00	$13,143,223.05	52.67%	$24,968,052.90	
NET (REVENUE)/EXPENDITURE	**11,436,737.89**	**$23,469,180.00**	**$12,032,442.11**	**51.27%**	$23,124,084.41	

Notes:
1) Budget set low. Extrapolating revenue to year end produces a surplus of approximately $100,000
2) Grants not yet received. No variance anticipated.
3) Relates to billable special duty. Nothing in budget but trend is around $200,000/year
4) Court overtime not paid until year end. No surplus estimated as unknow.
5) Training budget not utilized in last several years. Estimated surplus $100,000
6) Uniform budget not yet accessed. No variance anticipated.
7) Computer lease. Budget not fully utilzed for couple years. Estimated surplus $20,000
8) Insurance costs expensed in 1st half of year. No matenal variance estimated.
9) Some capital items funded from police equipment reserve. Transfer not done until year end. No significant variance anticipated.

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5(a)

City of Sault Ste Marie
ENGINEERING & PLANNING
For the Six Months Ending June 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual	Notes
REVENUE						
Fees and user charges	($426,157.46)	($821,250.00)	($395,092.54)	48.11%	($807,151.19)	(1)
Government grants		($35,000.00)	($35,000.00)	100.00%	($96,478.56)	(2)
Contribution from own funds		($294,547.00)	($294,547.00)	100.00%	($509,994.21)	(3)
Other income	(6,424.35)	$0.00	$6,424.35		($44,677.97)	
	(432,581.81)	($1,150,797.00)	($718,215.19)	62.41%	($1,458,301.93)	
EXPENDITURES						
Salaries	1,500,351.66	$3,463,184.00	$1,962,832.34	56.68%	$3,322,121.98	(4)
Benefits	379,992.99	$807,104.00	$427,111.01	52.92%	$729,742.66	
Travel and training	17,825.59	$45,695.00	$27,869.41	60.99%	$43,990.03	(5)
Vehicle allowance, maintenance and repairs	45,421.45	$72,950.00	$27,528.55	37.74%	$34,033.78	
Utilities and Fuel	1,069,382.69	$3,156,900.00	$2,087,517.31	66.13%	$3,064,290.09	(6)
Materials and supplies	198,464.06	$268,345.00	$69,880.94	26.04%	$226,231.00	(7)
Maintenance and repairs	83,961.96	$213,950.00	$129,988.04	60.76%	$236,075.21	
Rents and leases	100,000.00	$100,000.00	$0.00		$100,000.00	
Financial expenses	255.07	$0.00	($255.07)		$556.77	
Purchased and contracted services	2,311,693.89	$4,616,500.00	$2,304,806.11	49.93%	$4,638,080.42	
Grants to others		$0.00	$0.00		$58,656.66	
Transfer to own funds	1,300,000.00	$1,340,000.00	$40,000.00	2.99%	$1,168,073.18	(8)
Capital expense	15,372.33	$50,700.00	$35,327.67	69.68%	$19,463.06	
Depreciation		$0.00	$0.00		$9,636,051.18	
Gain/Loss on Disposal of Capital Assets		$0.00	$0.00		$124.50	
	7,022,721.69	$14,135,328.00	$7,112,606.31	50.32%	$23,277,490.52	
NET (REVENUE)/EXPENDITURE	**6,590,139.88**	**$12,984,531.00**	**$6,394,391.12**	**49.25%**	$21,819,188.59	

Notes:
1) Building Permit fees in line with budget. Committee of Adjustment fees higher than budget but fees unevenly spread throughout the year. Engineering fee budget (subdivisions agreements, Eng services) Actual $8,295 Budget $2500. Estimated surplus $8,000
2) Aggregate Resources grant received at year end.
3) If 2nd half of year continues same, amount contributed from the Building Permit Reserve Fund will not have a material variance.
4) Engineering Tech positions not filled for full year. Estimated variance based upon full compliment $60,000.
5) Planning travel budget not utilized in several years. Estimated surplus $5000
6) Hydrant rental estimated budget shortfall $16,700 (39 more hydrants than budget). Streetlighting costs only reflect 4 months. Maintenance costs billed at year end. Estimated budget shortfall $250,000.
7) GIS contract share of cost not included in budget, shortfall $42,750 (offsets with budget surplus in Finance IT)
8) Misc Construction budget transferred to Capital $1,300,000. Balance of transfers done at year end.

City of Sault Ste Marie
PUBLIC WORKS & TRANSPORTATION
For the Six Months Ending June 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual	Notes
REVENUE						
Fees and user charges	($3,503,861.07)	($7,286,350.00)	($3,782,488.93)	51.91%	($7,522,139.07)	(1)
Government grants	269,112.44	($1,755,000.00)	($2,024,112.44)	115.33%	($2,012,348.18)	(2)
Contribution from own funds		($70,000.00)	($70,000.00)	100.00%	($143,683.69)	(3)
Other income	(76,973.30)	($1,000.00)	$75,973.30	(7,597.33%)	($84,333.11)	(4)
	(3,311,721.93)	($9,112,350.00)	($5,800,628.07)	63.66%	($9,762,704.05)	
EXPENDITURES						
Salaries	8,927,696.03	$19,307,804.00	$10,380,107.97	53.76%	$18,505,047.57	(5)
Benefits	2,394,365.97	$5,746,243.00	$3,351,877.03	58.33%	$4,910,327.51	(5)
Travel and training	32,001.04	$99,245.00	$67,243.96	67.76%	$56,391.12	(6)
Vehicle allowance, maintenance and repairs	1,636,252.86	$3,172,650.00	$1,536,397.14	48.43%	$2,513,118.42	(7)
Utilities and Fuel	1,692,009.02	$2,893,825.00	$1,201,815.98	41.53%	$2,871,232.50	(7)
Materials and supplies	1,791,259.52	$3,156,150.00	$1,364,890.48	43.25%	$4,604,050.21	(8)
Maintenance and repairs	192,398.68	$339,150.00	$146,751.32	43.27%	$393,573.97	(9)
Taxes and licenses	237,910.49	$373,595.00	$135,684.51	36.32%	$341,817.73	(10)
Financial expenses	2,996.75	$4,000.00	$1,003.25	25.08%	$7,417.40	
Purchased and contracted services	1,259,136.05	$3,332,570.00	$2,073,433.95	62.22%	$3,109,386.08	(11)
Transfer to own funds	1,356,625.51	$2,709,521.00	$1,352,895.49	49.93%	$3,445,633.66	(12)
Capital expense	18,278.45	$23,895.00	$5,616.55	23.51%	$14,351.48	
Less: recoverable costs	(152,031.39)	($328,130.00)	($176,098.61)	53.67%	($717,922.94)	
	19,388,898.98	$40,830,518.00	$21,441,619.02	52.51%	$40,054,424.73	
NET (REVENUE)/EXPENDITURE	**16,077,177.05**	**$31,718,168.00**	**$15,640,990.95**	**49.31%**	$30,291,720.68	

Notes:
1) Landfill tipping fees under budget by approximately $220,000, with 60% of budget remaining. Normal revenue trend with higher revenue in summer months. No variance anticipated.
2) Landfill WDO grants (B-$535,000) and Transit Provincial Gas Tax (B-$1,220,000) not yet received and not accrued. Funds are expected at budget levels thus no material variance anticipated.
3) $20,000 to fund CLA recycling centre from Landfill Reserve not yet paid. $50,000 from Care & Maintenance Trust Fund from interest earned, trsf done at year end
4) Income from billing by Traffic Division for recoveries from traffic accidents and scrap metal income. No budget due to uncertainty of revenue stream.

Estimated surplus $80,000.

5) Winter Control-sidewalks & roadways salaries over budget by approx $113,000 for high overtime. Offset by Administration Modified Work-Replaced not utilized in first 6 months ($262,610) surplus. Balance of winter will likely incur additional Overtime, which should offset with projected surplus for modified work.

6) Training occurs in spring and fall. No material variance anticipated.

7) Fuel costs for PWT-works show less than 20% of the budget remaining. Main reason for overage is due to winter control exceeding budget (longer winter/more events). Summer usuage is less so variance will likely be closer to $300,000.

8) Winter control materials budget (sand/salt) exceeds total annual budget as of June 30/13. Estimated shortfall for later part of winter $180,000

9) Transit maintenance/repairs 23% budget remaining. Budget appears low for required maintenance. Estimated shortfall $30,000

10) $72,180 budget for insurance covered in corporate budget, but not removed. Surplus $72,180. All property taxes reflected in first 6 months no further costs to be incurred.

11) Waste Management contracted services not accured, thus one month not reflected. No material variance anticipated.

12) Waste Management transfer to reserve calculation done at year end.

City of Sault Ste Marie
COMMUNITY SERVICES DEPARTMENT
For the Six Months Ending June 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget Rem	2012 Actual	Notes
REVENUE						
Fees and user charges	($2,438,308.86)	($4,913,180.00)	($2,474,871.12)	50.37%	($5,066,749.36)	(1)
Government grants	(111,311.88)	($104,180.00)	37,131.88	(6.85%)	($186,473.82)	(2)
Contribution from own funds		$0.00	$0.00		($45,960.96)	
Other income	(26,778.21)	($25,600.00)	$1,178.21	(4.60%)	($73,214.03)	
	(2,576,398.97)	($5,042,960.00)	($2,466,561.03)	48.91%	($5,372,397.71)	
EXPENDITURES						
Salaries	2,536,530.12	$5,603,329.00	$3,066,798.88	54.73%	$5,444,301.15	(3)
Benefits	500,744.54	$1,126,918.00	$626,173.46	55.57%	$1,022,018.74	(3)
Travel and training	4,915.96	$14,880.00	$9,964.04	66.96%	$4,688.25	
Vehicle allowance, maintenance and repairs	1,647.60	$8,070.00	$6,422.40	79.58%	$4,528.83	
Utilities and Fuel	638,231.88	$1,333,900.00	$695,666.12	52.15%	$1,259,749.27	
Materials and supplies	182,044.09	$427,900.00	$245,855.92	57.46%	$363,668.91	(4)
Maintenance and repairs	386,327.56	$665,060.00	$278,732.42	41.91%	$735,652.77	(5)
Program expenses	53,480.18	$82,950.00	$29,469.82	35.53%	$184,637.75	(6)
Goods for resale	283,073.85	$589,720.00	$306,646.15	52.00%	$583,086.58	
Rents and leases	82.00	$12,850.00	$12,768.00	99.36%	$12,237.63	(7)
Taxes and licenses	238.00	$1,385.00	$1,147.00	82.82%	$1,250.00	
Financial expenses	13,051.10	$42,730.00	$29,678.90	69.46%	$32,784.78	
Purchased and contracted services	72,638.56	$204,665.00	$132,026.42	64.51%	$161,541.60	(8)
Grants to others	6,477.88	$14,410.00	$7,932.12	55.05%	$2,207.19	
Transfer to own funds		$26,630.00	$26,630.00	100.00%	$141,053.86	
Capital expense	8,512.92	$49,340.00	$40,827.08	82.75%	$72,414.43	
Depreciation		$0.00	$0.00		$1,455,278.14	
Less: recoverable costs		$0.00	$0.00		($2,700.00)	
	4,687,996.27	$10,204,737.00	$5,516,740.73	54.06%	$11,599,489.88	
NET (REVENUE)/EXPENDITURE	**2,111,597.30**	**$5,161,777.00**	**$3,050,179.70**	**59.09%**	$6,227,092.17	

Notes:
1) Rec & Culture shows 69% of budget remaining, but fees occur mainly in summer months. No material variance anticipated.
Community Centres-concession revenue less that budget, due to concessions not opening until end of May. WECC revenue exceeds budget by approximately $50,000, but will be used less in outdoor soccer season. Daycare non-subsidized fees exceed annual budget after 6 months. Budget appears to be low based upon historical trends. Surplus estimated for daycare fees: $85,000
2) Locks Operations expense recovery included in error in actuals (to be corrected by accounting). All other accounts in line with budget
3) Positive variance from budget due to summer student wages not occurring until May. No material variance anticipated.
4) Budget typically utilized. Variance due to seasonal variability in Community Centres
5) Bondar Marina dock repairs $7,500 (72% of annual budget). Overall no variance anticipated at this time.
6) Mainly Essar Centre. Budget historically low. Estimated negative variance $25,600
7) Seasonal variability. Historically, budget utilized. No variance anticipated.
8) Variance mainly for security costs not incurred until summer months. No year end variance anticipated.

5(a)(2)

City of Sault Ste Marie
SOCIAL SERVICES DEPARTMENT
For the Six Months Ending June 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual	Notes
REVENUE						
Fees and user charges	($3,709,823.99)	($9,705,542.00)	($5,995,718.01)	61.78%	*($8,617,503.79)*	(1)
Government grants	(131,942.00)	($211,105.00)	($79,163.00)	37.50%	*($307,622.00)*	(2)
Contribution from own funds		$0.00	$0.00		*($1,497.24)*	
	(3,841,765.99)	($9,916,647.00)	($6,074,881.01)	61.26%	*($8,926,623.03)*	
EXPENDITURES						
Salaries	2,745,905.00	$6,461,313.00	$3,715,408.00	57.50%	*$5,801,178.92*	
Benefits	708,770.41	$1,729,998.00	$1,021,227.59	59.03%	*$1,566,801.30*	
Travel and training	19,847.88	$89,300.00	$69,452.12	77.77%	*$50,246.41*	
Vehicle allowance, maintenance and repairs	14,863.32	$44,365.00	$29,501.68	66.50%	*$40,898.17*	
Utilities and Fuel	12,837.83	$26,000.00	$13,162.17	50.62%	*$19,974.01*	
Materials and supplies	133,804.52	$350,665.00	$216,860.48	61.84%	*$245,274.22*	
Maintenance and repairs	484.39	$18,600.00	$18,115.61	97.40%	*$9,089.20*	
Rents and leases	127,975.44	$273,500.00	$145,524.56	53.21%	*$245,987.88*	
Purchased and contracted services	61,649.65	$184,545.00	$122,895.35	66.59%	*$107,914.89*	
Grants to others	12,850,973.61	$17,063,700.00	$4,212,726.39	24.69%	*$16,931,438.07*	
Capital expense	45,376.96	$120,500.00	$75,123.04	62.34%	*$120,686.15*	
	16,722,489.01	$26,362,486.00	$9,639,996.99	36.57%	*$25,139,489.22*	(3)
NET (REVENUE)/EXPENDITURE	**12,880,723.02**	**$16,445,839.00**	**$3,565,115.98**	**21.68%**	*$16,212,866.19*	

Notes:
1) Actual contracted service costs less than budget, thus revenue is low. Net cost to City is $0, thus no variance anticipated.
DSSAB special recovery for overhead costs $725,140 not billed until July.
2) Immigration Program (ISAP) government grants not accrued, thus less than budget. Full costs of program recovered from grants, no deficit anticipated.
Grants received for Homelessness Partnering/Information $$75,077 not included in budget, but full amount will be expensed/distributed to providers. No surplus anticipated.
3) Social Service operational (city) divisions are within budget. No variances anticipated for year end.
DSSAB contracted services are less than budget, but offset by lesser revenue received. No year end variances anticipated.

City of Sault Ste Marie
LEVY BOARDS
For the Six Months Ending June 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual	Notes
REVENUE						
EXPENDITURES						
Grants to others	$1,608,778.50	$2,145,040.00	$536,261.50	25.00%	$2,118,345.00	(1)
	1,608,778.50	$2,145,040.00	$536,261.50	25.00%	$2,118,345.00	
NET (REVENUE)/EXPENDITURE	**1,608,778.50**	**$2,145,040.00**	**$536,261.50**	**25.00%**	$2,118,345.00	

Notes:
1) 3rd quarter payment expensed end of June. No year end variance anticipated.

5(a)

City of Sault Ste Marie
OUTSIDE AGENCIES
For the Six Months Ending June 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual	Notes:
REVENUE						
Fees and user charges		$0.00	$0.00		($2,138.00)	
		$0.00	$0.00		($2,138.00)	
EXPENDITURES						
Grants to others	2,197,767.64	$4,270,070.00	$2,072,302.36	48.53%	$4,209,205.73	(1)
Transfer to own funds		$80,000.00	$80,000.00	100.00%	$80,000.00	(2)
	2,197,767.64	$4,350,070.00	$2,152,302.36	49.48%	$4,289,205.73	
NET (REVENUE)/EXPENDITURE	**2,197,767.64**	**$4,350,070.00**	**$2,152,302.36**	**49.48%**	$4,287,067.73	

Notes:
1) All grants not paid evenly throughout year. No year end variance anticipated.
2) Library capital allocation. Posted in July.

City of Sault Ste Marie
OUTSIDE AGENCIES - OTHER
For the Six Months Ending June 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual	Notes
REVENUE						
Fees and user charges	($125,000.00)	($200,000.00)	($75,000.00)	37.50%	*($200,000.00)*	(1)
Contribution from own funds	(295,037.68)	($464,850.00)	($169,812.32)	36.53%	*($419,206.88)*	(2)
	(420,037.68)	($664,850.00)	($244,812.32)	36.82%	*($619,206.88)*	
EXPENDITURES						
Materials and supplies	420,037.68	$664,850.00	$244,812.32	36.82%	*$619,206.88*	(3)
Grants to others	1,070,818.46	$2,032,685.00	$961,866.54	47.32%	*$1,965,879.63*	(4)
	1,490,856.14	$2,697,535.00	$1,206,678.86	44.73%	*$2,585,086.51*	
NET (REVENUE)/EXPENDITURE	**1,070,818.46**	**$2,032,685.00**	**$961,866.54**	**47.32%**	*$1,965,879.63*	

Notes:
1) GHC Physician Recruitment 2nd quarter paid in July. SAH paid in full.
2) Physician Recruitment funds paid from reserve. No material variance anticipated.
3) Physician Recruitment expenses, funded from reserve (see 2) No material varianance anticipated.
4) Grants not paid equally throughout year. No variance anticipated.

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City of Sault Ste Marie
ECONOMIC DIVERSIFICATION PROJECTS
For the Six Months Ending June 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual	Notes
REVENUE						
Government grants	($24,521.00)	$0.00	$24,521.00		*($54,478.00)*	
Contribution from own funds	(29,247.24)	$0.00	$29,247.24		*($674,444.14)*	
Other income		$0.00	$0.00		*($25,000.00)*	
	(53,768.24)	$0.00	$53,768.24		*($753,923.14)*	
EXPENDITURES						
Materials and supplies	84,157.34	$0.00	($84,157.34)		*$753,923.14*	
Transfer to own funds	500,000.00	$500,000.00	$0.00		*$500,000.00*	
	584,157.34	$500,000.00	($84,157.34)	(16.83%)	*$1,253,923.14*	
NET (REVENUE)/EXPENDITURE	**530,389.10**	**$500,000.00**	**($30,389.10)**	**(6.08%)**	*$500,000.00*	

Notes:
1) All EDF projects fully funded. Deep Water Habour project partially funded by grant which is not accrued in quarterly statements. No variance anticipated.

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5(a)

City of Sault Ste Marie
CORPORATE - FINANCIALS
For the Six Months Ending June 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual	Notes
REVENUE						
Taxation	($96,679,301.77)	(101,029,465.00)	(2,150,163.23)	2.13%	*($98,734,596.43)*	(1)
Payment in Lieu of taxes	(2,503,429.49)	($4,317,240.00)	($1,813,810.51)	42.01%	*($4,665,890.24)*	(2)
Fees and user charges	(5,685,016.81)	($14,922,000.00)	($9,236,983.19)	61.90%	*($13,904,462.72)*	(3)
Government grants	(9,537,100.00)	($18,229,000.00)	($8,691,900.00)	47.68%	*($18,431,700.00)*	(4)
Investment income	(1,591,755.74)	($4,071,500.00)	($2,479,744.26)	60.90%	*($4,481,184.46)*	(5)
Other income	(301,592.99)	($1,400,000.00)	($1,098,407.01)	78.46%	*($1,356,901.53)*	(6)
Prior year surplus	(3,158,356.00)	($3,158,356.00)	$0.00		*($2,174,205.00)*	
	(121,656,552.80)	($147,127,561.00)	($25,471,008.20)	17.31%	*($142,759,040.38)*	
EXPENDITURES						
Salaries		$714.00	$714.00	100.00%	*$75.00*	
Benefits	14,000.00	$111,140.00	$97,140.00	87.40%	*$101,141.44*	(7)
Materials and supplies	203,741.13	$222,000.00	$18,258.87	8.22%	*$243,911.68*	(8)
Financial expenses		$0.00	$0.00		*$104,449.51*	
Purchased and contracted services	6,674.48	$31,000.00	$24,325.52	78.47%	*$35,646.01*	
Grants to others	1,050,863.72	$2,100,900.00	$1,050,036.28	49.98%	*$2,100,846.78*	(9)
Transfer to own funds	1,643,356.00	$11,476,816.00	$9,833,460.00	85.68%	*$9,725,352.34*	(10)
	2,916,635.33	$13,942,570.00	$11,023,934.67	79.07%	*$12,311,422.76*	
NET (REVENUE)/EXPENDITURE	**(118,737,917.47)**	**($133,184,991.00)**	**($14,447,073.53)**	**10.85%**	*($131,447,617.59)*	

Notes:
1) No supplementary tax billings in 1st half of year. ($256,000 billed in July). Supplementary billing for PUC building still outstanding. No large variance expected at y/e. Power Generation tax ($1,568,440) not paid until September.
2) No material variances estimated. Timing of payments only.
3) Sewer surcharge for June not accrued. No material variance estimated.
4) 2010 OMPF reconciliation of $422,600 received. No budget estimated, thus surplus
5) Interest/Penalties on taxes will exceed budget.
6) Gaming and Casino revenue only reflected for one quarter. No variance estimated at this time.
7) WSIB allocation entry not posted $91,140. No variance estimated.
8) GIS contract funding from sewer surcharge not in budget ($187610). Offset by unbudgeted revenue in Finance -IT
Unforeseen Contingency has 96% budget remaining, but likely will be fully utilized by yearend.
9) Hospital payment made quarterly.
10) Year end sewer surcharge transfer to capital and Capital from Current entries done at year end.

	Budget
Capital from Current	1,000,000
Transfer to Capital for Sewer Surcharge	8,833,460
Transfer to Reserve for Education Donation	500,000
Transfer to Reserve for Tax Stabilization Reserve	708,356
Transfer to Capital for New flag poles	15,000
Transfer to Capital for new Bus	420,000
	11,476,816

57(2)
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City of Sault Ste Marie
CAPITAL LEVY & DEBENTURE DEBT
For the Six Months Ending June 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual	Notes
REVENUE						
Fees and user charges	($174,306.70)	($350,000.00)	($175,693.30)	50.20%	($360,197.82)	
	(174,306.70)	($350,000.00)	($175,693.30)	50.20%	($360,197.82)	
EXPENDITURES						
Long term debt	2,218,386.84	$9,787,935.00	$7,569,548.16	77.34%	$9,112,748.97	(1)
Transfer to own funds		$0.00	$0.00		$700,000.00	
	2,218,386.84	$9,787,935.00	$7,569,548.16	77.34%	$9,812,748.97	
NET (REVENUE)/EXPENDITURE	**2,044,080.14**	**$9,437,935.00**	**$7,393,854.86**	**78.34%**	**$9,452,551.15**	

Notes:
1) Capital provision entries not posted.

5(a)
19

City of Sault Ste Marie
EDUCATION REQUISITION
For the Six Months Ending June 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual
REVENUE					
Taxation	($19,297,312.17)	(19,364,905.00)	(67,592.83)	0.35%	*(19,422,120.14)*
	(19,297,312.17)	($19,364,905.00)	($67,592.83)	0.35%	*($19,422,120.14)*
EXPENDITURES					
Grants to others	9,628,057.17	$19,364,905.00	$9,736,847.83	50.28%	*$19,422,120.14*
	9,628,057.17	$19,364,905.00	$9,736,847.83	50.28%	*$19,422,120.14*
NET (REVENUE)/EXPENDITURE	**(9,669,255.00)**	**$0.00**	**$9,669,255.00**		***$0.00***

5(u)
20

5(v)

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES

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

August 12, 2013

Mayor Debbie Amaroso and
Members of City Council

2012 ESSAR CENTRE ANNUAL REPORT

PURPOSE
The purpose of this report is to provide information on the Essar Centre's 2012 operations.

BACKGROUND
Attached is the 2012 Annual Report that has been developed by Community Centres Division staff.

ANALYSIS
This section is not applicable to this report.

IMPACT
The attached report outlines in detail the impact to the budget and also areas outside of the Corporation such as the tourism sector.

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

RECOMMENDATION
That the report of the Commissioner Community Services concerning the Essar Centre 2012 Annual Report be received as information.

Respectfully submitted,

Nicholas J. Apostle
Commissioner Community Services

jb/council/essar centre annual report 2012

attachment

5(v)

ESSAR CENTRE

2012 Annual Report

Sault Ste. Marie
Ontario Canada
naturally gifted

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A. Descriptive Overview

1) Introduction

The Essar Centre is a state-of-the-art sports and entertainment centre with all of the amenities necessary to host a wide range of events including concerts, sporting events, family shows, conventions, and trade shows. As well, it is the venue for the Soo Greyhounds Hockey Club to operate out of.

In addition to serving as a sports and entertainment centre, the venue is also used as a community centre. Adult hockey, youth hockey, figure skating, and exercise walking are some of the other uses of the centre.

While it is important to keep the annual operating cost as low as possible, it is important to note that operating decisions take into account the broader economic impact events have on the local economy. When events are held at the Essar Centre it is evident that additional retail, restaurant and lodging sales are generated in the community.

2) Economic/Social Benefits

While there has been, and will continue to be, an annual cost to operate the Essar Centre it is important to note the many social and economic benefits to the community.

According to Tourism Sault Ste. Marie's (TSSM) Economic Benefit formula, a visitor spends approximately $150 per visitor per day (direct and indirect spending).

The Essar Centre is the flagship facility for marketing sporting events in Sault Ste. Marie. Combined with the John Rhodes Community Centre and other area arenas, multi-day sport tournaments are attracted to Sault Ste. Marie. It is estimated that a single three-day tournament with 40 teams could generate up to $360,000 in economic benefits to the community.

In 2012, the Essar Centre was home to the 2012 CARHA (Canadian Adult Recreation Hockey Association World Cup). The event generated $13.3 million in economic activity alone, and brought approximately 2,300 visitors to Sault Ste. Marie from around the world.

Conventions boost the area's economy as well. The Essar Centre is easily converted to convention mode. The economic benefit of a single three-day convention with 2500 out-of-town visitors is approximately $1,125,000.

In addition to the economic benefits, the social benefits of the Essar Centre are far reaching. The sporting and entertainment spectator events staged at the facility and the use of the facility as a community centre for sports and recreation, increase local quality of life and help attract new residents to the community.

3) Marketing and Events

Marketing activities focus on attracting a wide variety of events, making the necessary arrangements to plan, organize, and execute such events, and to ensure a high degree of customer service to event planners, promoters and most importantly the end user.

Quality, well-attended events are key to driving the facility's revenue streams. Facility rental fees, box office fees, food and beverage sales, and the facility's share of merchandise sales are all driven by successful events.

A well-marketed facility increases its value and potential for naming and pouring rights. A facility website (www.essarcentre.ca) is maintained to promote the facility worldwide and to provide information to patrons.

4) Soo Greyhounds

According to the agreement with the Soo Greyhounds Hockey Club, the City is required to provide, at its cost, event staff at all Soo Greyhounds games. The event staff include: ushers, box office staff, facility attendants, food and beverage staff, and facility operators/maintenance staff. In addition, a supervisor is assigned to each game to oversee the event. Security services are contracted out to a private security firm and are also provided by the facility.

Facility revenue streams from Greyhounds game operations are governed by the contract revenue sharing schedule, which is part of the long term agreement with the club.

5) Food and Beverage Operations

The Food and Beverage operations are made up of five full-service concessions, a kitchen facility and several portable bars. Food service is also available upon request for smaller events in the Centre's fully-licensed Angelo Bumbacco Room and multi-purpose room. The financial goal of food service operations is to produce an "industry standard" operating profit to offset other facility operating costs. Food and Beverage operations at the Essar Centre consistently result in a profit. In 2012 that profit amounted to just over $162,000.

6) Box Office Operations

The Essar Centre maintains a full-service box office and provides ticketing services including phone and internet sales to event promoters. The box office is also responsible for providing all of the Soo Greyhounds' season ticket and game day ticket sales.

Ticket sales fees offset some of the costs of this operation and some of the fees are allocated to a capital reserve account. The capital reserve account funds are reserved for future capital expenditures. In 2012 $34,513.56 was deposited to this account.

7) Suite Holder Services

There are 13 suites in the Essar Centre as well as a larger Corporate Suite. The Corporate Suite easily accommodates 40 individuals and is rented for special events and Soo Greyhounds games. Revenue from this area is derived from lease fees, rental fees (Corporate Suite only), box office fees, ticket sales, and food and beverage sales.

8) Facility Maintenance Operations

Maintenance operations include managing the state-of-the-art building control systems and the maintenance and repair of the following:

- Refrigeration (ice making) plant
- Ice surface
- Air conditioning plant
- Ice re-surfacer
- Boiler equipment
- Roof top HVAC units
- Sound system

Facility maintenance duties are performed on a daily basis by the Facility Operators and Rink Attendants.

Maintenance and energy costs are difficult to control due to external conditions, but efforts are made to keep them in check as much as possible.

9) 2012 Financial Review

Attached is the facility revenue and expense statement, an estimated revenue and expense statement from Soo Greyhounds game operations (city share), a detailed listing of events, and information regarding previous years' annual operating costs.

The incremental ticket sales revenue sharing arrangement with the Soo Greyhounds (10% - 50%) clearly helps to keep the team viable, but once the lower thresholds have been surpassed, the City realizes a significant financial benefit. The 50% City revenue sharing threshold has not been achieved since 2008, when the Soo Greyhounds had several playoff games. City share of Soo Greyhounds revenue in 2008 was approximately $314,000; however it dropped to a low of just under $100,000 the following year. The City share of Soo Greyhounds ticket sales in 2012 was $96,365.80. This is the lowest it has been since the venue opened its doors in October of 2006.

The Essar Centre Actual Net Operating Cost in 2012 decreased by approximately $30,000 compared to the 2011 cost of approximately $568,000. In 2012 to Actual Net Operating Cost was just over $537,000, ending $20,500 under the budgeted amount. This is largely due to the increased number of special events from 2011 with exceptional attendance to these events which included Cirque du Soleil's QUIDAM which drew sold out crowds to all 7 shows and brought something different to the citizens of Sault Ste. Marie and surrounding areas.

The Essar Centre also serves as a community centre, and as with other community centre arena operations, increasing costs cannot always be passed on. Ice rental rates are consistent with other arenas in Sault Ste. Marie. These rates only cover a portion of the facility operating costs and there generally are no extra fees charged to user groups for the number of spectators in the facility. Additional cleaning and utility costs are absorbed by the maintenance budget.

B. Event Recap

2012 ESSAR CENTRE EVENT LISTING

EVENT	DATE	DAYS	TYPE
Steel City Hockey Tournament	January 5th - 8th, 2012	4	Tournament
InterClub Figure Skating Testing	January 14th - 15th, 2012	2	Tournament
Festival of Stars Testing	February 2nd - 5th, 2012	4	Special Event
Bon Soo Concert	February 11th, 2012	1	Concert
NHL Alumni Game	February 24th, 2012	1	Sporting Event
CARHA Hockey World Cup	March 3rd - March 11th, 2012	9	Sporting Event
Riverdance	March 28th, 2012	1	Concert
Telus Regional Championships	April 2nd - April 8th, 2012	7	Tournament
3 on 3 Tournament	April 26th - 29th, 2012	4	Tournament
Johnny Reid	April 30th, 2012	1	Concert
Terpichore Dance Competition	May 4th - May 5th, 2012	2	Special Event
Passport to Unity	May 6th, 2012	1	Special Event
Bryan Adams	May 8th, 2012	1	Concert
Cirque du Soleil	May 9th - May 13th, 2012	5	Concert
Sault College Convocation	May 24th - 25th, 2012	2	Special Event
Mamma Mia	July 26th, 2012	1	Concert
Sault Roller Derby	July 28th, 2012	1	Sporting Event
Il Volo Canada Tour Rehearsal	August 7th - 9th, 2012	3	Concert
Il Volo	August 10th, 2012	1	Concert
SwearNet Movie Filming	August 24th - 25th, 2012	2	Special Event
Soo Greyhound Training Camp	August 28th - 31st, 2012	4	Sporting Event
John Fogerty	September 18th, 2012	1	Concert
Walk of Fame Event	September 20th, 2012	1	Special Event
Wildcats Puck N Pub	October 12th, 2012	1	Speical Event
The Wiggles	October 20th, 2012	1	Concert
Remembrance Day	November 11th, 2012	1	Special Event
Greyhound International Tournament	November 16th - 18th, 2012	3	Tournament
Jeff Dunham	November 23rd, 2012	1	Concert
Celebration on Ice	December 17th, 2012	1	Sporting Event
Celebrate 100! Farewell	December 30th, 2012	1	Special Event
Greyhound Games - 34	All Year	41	Sporting Event
Soo Thunderbirds	All Year	25	Sporting Event

Event Type	Total Days
Concert	**17**
Sporting Event	**16**
Greyhound Games	**41**
Soo Thunderbirds	**25**
Convention/Special Event	**15**
Tournament	**20**
	134

C. Revenue/Expense Statement

ESSAR CENTRE

Revenues

Soo Greyhounds	$	100,823.32
Ice Rental	$	89,826.76
Naming Rights	$	130,807.14
Pouring Rights	$	32,000.00
Box Office Fees	$	88,413.13
Sundry Shows	$	52,434.53
Room Rentals - Other	$	13,850.00
Suite Lease Fees	$	124,512.01
Sale of Merchandise	$	19,186.23
Advertising	$	66,518.50
Facility Rental	$	138,959.68
Credit Card Service Fee	$	570.00
Capital Improvement	$	34,513.56
Food Sales	$	518,658.53
Alcohol Sales	$	379,176.15
High School Hockey	$	3,252.08
Sale of Marketing Merchandise	$	1,425.00
Grants	$	-
Sub Total	**$**	**1,794,926.62**

Activity Expenses

Casual Labour - Hounds/Sundry	$	211,601.41
Benefits	$	7,544.87
High School Hockey	$	-
Sundry Show Expenses	$	124,043.39
Miscellaneous Expenses	$	28,239.42
Credit/Convenience Fees	$	3,567.00
Cash Short	$	484.64
Greyhound Expense	$	7,268.82
Sub Total	**$**	**382,749.55**

Food and Beverage Expenses

Casual Labour	$	234,938.49
Purchase for Resale - Food	$	239,811.08
Purchase for Resale - Alcohol	$	139,416.18
Laundry & Uniforms	$	6,410.17
Supplies	$	7,750.29
Misc	$	17,527.22
Equipment Maintenance	$	7,782.88
Soo Greyhounds Share	$	49,716.74
Cash Over	$	847.32
New Equipment	$	12,091.91
Benefits	$	18,700.04
Telephone	$	489.87
Sub Total	**$**	**735,482.19**

Operations Expense

Casual Labour - Hounds/Misc	$	334,004.20
Benefits	$	84,613.51
Office Expense	$	-
Mileage	$	-
Gasoline	$	7,764.02
Natural Gas	$	85,776.89
Water & Electrical	$	289,615.82
Miscellaneous	$	530.39
Uniforms	$	-
Operating Supplies	$	-
Maintenance & Alterations	$	219,503.82
Telephone	$	1,139.39
Internet	$	1,680.00
Credit Debit Card Fees	$	13,984.91
Transfer to Reserve		$34,513.56 ← 10-500-5140-6760 Capital Improvement Fund to Reserves
Transfer to Capital	$	40,000.00 ← 10-500-5140-6772 Repayment of video Score clock purchase
Office Equipment	$	1,794.00
Arena Equipment	$	(164.47)
Consultants	$	2,750.00
Advertising	$	3,706.40
Naming Rights	$	25,650.40
Pouring Rights	$	2,384.80
Purchased Services	$	570.00
Security	$	35.00
Sub Total	**$**	**1,115,339.08**

Box Office Expense

Casual Labour	$	50,030.43
Benefits	$	3,675.62
Miscellaneous	$	1,586.18
Operating Supplies	$	213.70
Cash Short/Over	$	137.54
Office Equipment	$	1,661.59
Laundry & Uniforms	$	-
Maintenance & Alterations	$	173.00
Sub Total	**$**	**57,478.06**

Marketing Expense

Miscellaneous	$	38,865.86
Telephone	$	1,471.97
Advertising	$	46.35
Arena Equipment	$	1,260.00
Sub Total	**$**	**41,644.18**

Total Revenue	$	1,794,926.62	
Total Expenses	$	2,332,693.06	
Profit(Loss)	($	537,766.44)	*

* 2012 Budgeted Net Operating Cost $558,195.00

D. Economic Benefits

Sample Economic Benefits for types of Events Held at Essar Centre					
	# of Events	Visitors/Event	$ Spent/day	# Days	Economic Benefit
Concerts/Events*	7	255	$ 150.00	1	$ 267,750.00
Sports Tournaments**	1	800	$ 150.00	3	$ 360,000.00
Conventions ***	1	2500	$ 150.00	3	$ 1,125,000.00

* Estimated economic benefit from annual special events

** Example of economic benefit of 1 hockey tournament with 40 out-of-town teams averaging 20 visitors per team

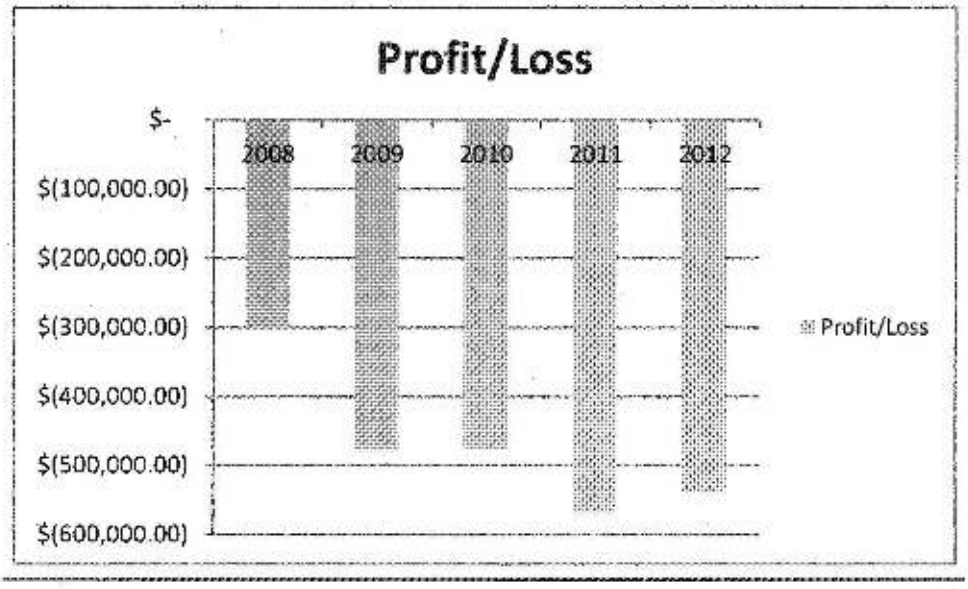
***Sample economic benefit for 1 - 3 day convention

E. Revenue/Expenses from Soo Greyhounds Games

2012 Soo Greyhound Estimated Income Statement		
Revenues		
Ticket Splits	$	96,365.80
Advertising	$	25,018.50
VIP Room Rental	$	9,900.00
Revenue Sub Total	**$**	**131,284.30**
Expenses		
Labour	$	113,530.17
Contract Security	$	46,800.00
General Expense	$	7,268.82
Box Office Additional Labour	$	4,000.00
Maintenance Additional Labour	$	5,600.00
Expense Sub Total	**$**	**177,198.99**
Profit/(Loss)	**$**	**(45,914.69)**
Food and Beverage Revenue		
Net Food and Beverage	$	139,206.87
Food and Beverage Expense		
Greyhounds Food and Beverage Share	$	49,716.74
Food and Beverage Profit/(Loss)	**$**	**89,490.13**
Final Estimated 2012 Greyhounds Profit	**$**	**43,575.44**

F. Operating Revenue/Expense Recap

	2008	2009	2010	2011	2012
Revenue	$ 1,902,731.13	$ 1,577,976.20	$ 1,809,955.10	$ 1,534,751.16	$ 1,794,925.62
Activity Exp	$ (346,796.16)	$ (298,945.82)	$ (286,918.81)	$ (257,084.27)	$ (382,749.55)
Operation Exp	$ (1,005,997.93)	$ (1,062,193.07)	$ (1,105,651.38)	$ (1,099,730.48)	$ (1,115,339.08)
Food & Bev Exp	$ (748,434.81)	$ (601,396.64)	$ (783,435.16)	$ (651,145.05)	$ (735,482.19)
Box Office Exp	$ (62,168.53)	$ (53,325.30)	$ (59,218.31)	$ (54,955.40)	$ (57,478.06)
Marketing Expense	$ (39,947.06)	$ (41,828.12)	$ (52,884.65)	$ (39,974.31)	$ (41,644.18)
Profit/Loss	**$ (300,613.36)**	**$ (479,712.75)**	**$ (478,153.21)**	**$ (568,138.35)**	**$ (537,767.44)**



5(W)

Fire Chief Marcel Provenzano

Division Heads:
Suppression – Frank Brescacin
EMS – Robert Rushworth
Fire Prevention - Paul Milosevich
Support Services – Jim St. Jules

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

August 12, 2013

Mayor Debbie Amaroso
and Members of City Council:

It is my privilege to submit herewith the Annual Report of Sault Ste. Marie Fire Services, covering the operations of the department for the year ending December 31, 2012.

I have requested City Clerk Malcolm White to place this report on the Council Agenda for Monday, August 12, 2013.

Please find copies under separate cover.

Yours very truly,

Marcel Provenzano
Fire Chief

Enclosure

5(x)

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO
SOLICITOR/PROSECUTOR

LEGAL DEPARTMENT

FILE NO: C3.17

2013 08 12

Mayor Debbie Amaroso
and Members of City Council

RE: MACDONALD PARK – PLAYGROUND EQUIPMENT, FINANCIAL DONATION

PURPOSE

The purpose of this report is to follow up on the Council Resolution moved by Councillor F. Manzo and seconded by Councillor P. Christian dated 2013 06 24:

> "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 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.

BACKGROUND

As Council is aware, Mr. Albert Williams has committed to a donation of $7,000 to the City of Sault Ste. Marie to be used for playground equipment.

-More-

ANALYSIS

In order to formalize the donation from Mr. Williams, the City has prepared an agreement outlining the terms and conditions of the donation. It is understood that the $7,000 donation shall be used for playground equipment only and that the said playground equipment shall include one swing set. It is also understood that the equipment shall be installed in MacDonald Park. The City has undertaken to acknowledge Mr. Williams by way of a plaque which will be erected in the park.

IMPACT

There is a nominal increase to the maintenance of playground equipment in the amount of just over $1,000.

STRATEGIC PLAN

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

RECOMMENDATION

By-law 2013-155 which appears elsewhere on the agenda, authorizes a Donation Agreement between the City and Mr. Albert Williams for a financial donation in the amount of $7,000 to be used for playground equipment which will be placed and maintained in MacDonald Park and is recommended for your approval.

Respectfully submitted,

Nuala Kenny,
City Solicitor
NK/nm

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

Legal/Council Reports/2013/MacDonald Park Playground Equip. Donation Aug. 01.13.doc

5(g)

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO
SOLICITOR/PROSECUTOR

LEGAL DEPARTMENT

File No. C2.13(6)

2013 08 12

Mayor Debbie Amaroso and
Members of City Council

RE: MUNICIPALITY CONTRIBUTION AGREEMENT BETWEEN THE ONTARIO LOTTERY AND GAMING CORPORATION AND THE CITY

PURPOSE

The purpose of this report is to request Council's approval for a Municipality Contribution Agreement (the "Agreement") between the City and the Ontario Lottery and Gaming Corporation ("OLG") which sets out the terms for payment by OLG of the City's share of slot machine revenues and table games revenues.

BACKGROUND

As Council is aware, OLG manages a gaming site at 30 Bay Street West, Sault Ste. Marie, Ontario (the "SSM Casino"). At the time the SSM Casino opened, OLG provided the City with an informal letter which set out the City's share of slot revenues and table games revenues. OLG has now provided the City and each casino host community with the Agreement, which is a standard municipality contribution agreement that replaces the informal letter previously sent by OLG.

ANALYSIS

The Agreement formalizes the relationship between OLG and the City as it pertains to net slot revenues and table games revenues. As in the past, the Agreement contemplates that the volume of business at the SSM Casino will determine the size of the City's share of such revenues. Paragraph 3 of the Agreement sets out the percentages of net slot revenues and net table games revenues the City will receive and is consistent with the share of casino proceeds the City has received in the past.

OLG has further provided clarifications to various terms contained in the Agreement to assure the City that its relationship with the City as it pertains to slot revenues and table games revenues will continue in the same manner as the past informal arrangement between the City and OLG.

-More-

IMPACT
The City will continue to receive net slot revenues and table games revenues in a manner that is consistent with revenues paid by OLG to the City in previous years.

STRATEGIC PLAN
Not applicable.

RECOMMENDATION
By-law 2013-153 which appears elsewhere on the agenda authorizes the City to enter into the Municipality Contribution Agreement between the City and OLG and is recommended for approval.

Respectfully submitted.

Nuala Kenny
City Solicitor

NK/cf

RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

Staff/reports/2013/OLG Agreement august12.13

5(2)

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO
SOLICITOR/PROSECUTOR

LEGAL DEPARTMENT

File No. 2012-148(Z)

2013 08 12

Mayor Debbie Amaroso and
Members of City Council

RE: 1743503 ONTARIO INC. – 496 SECOND LINE WEST

PURPOSE

The purpose of this report is to advise Council that the Ontario Municipal Board has set a hearing date regarding the zoning application made by 1743503 Ontario Inc.

BACKGROUND

On March 25, 2013 City Council passed Zoning By-law 2013-47. The purpose of the by-law was to rezone and redesignate the property known municipally as 496 Second Line West from R2 (Single Detached Residential) zone to R4.S (Medium Density Residential) zone with a "Special Exception". As required by the Planning Act notice of the decision was given on March 27, 2013.

ANALYSIS

An appeal was filed by Mr. and Mrs. Keith and Marie Bensen, to the Ontario Municipal Board. The Ontario Municipal Board has set a hearing date of Friday September 20, 2013 at 10:00 a.m. setting aside one day for the hearing. The Legal Department will represent the City at the hearing.

IMPACT

N/A

-more-

STRATEGIC PLAN

N/A

RECOMMENDATION

This report is provided for the information of Council.

Respectfully submitted,

Nuala Kenny,
City Solicitor

RECOMMENDED FOR APPROVAL.

Joseph M. Fratesi
Chief Administrative Officer

NK/cf

cf\LEGAL\STAFF\ZONING\OMB\1743503 Ontario Inc./Report advise of OMB date

5(aa)

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO
SOLICITOR/PROSECUTOR

LEGAL DEPARTMENT

FILE NO.: PR1.3

2013 08 12

Mayor Debbie Amaroso
and Members of City Council

RE: REQUEST TO HAVE CITY OWNED PROPERTY LOCATED AT 384 DOVERCOURT BE DECLARED SURPLUS TO THE CITY'S NEEDS

PURPOSE

The purpose of this report is to recommend to Council that the property located at 384 Dovercourt, legally described as PT SEC 35 KORAH PT 4 1R2637 & AS IN T16101; SAULT STE. MARIE (PIN 31589-0095) be declared surplus and offered for sale by the City in accordance with the City's new policy for the disposition of land.

ATTACHMENT

Attached as Schedule "A" is a drawing of the property, with the property shown as "Subject Property".

BACKGROUND

It was brought to the attention of the Legal Department that 384 Dovercourt should be declared surplus and offered for sale by the City.

The request was circulated to various City departments for comments.

The Engineering and Planning Department indicated no concerns or comments with having the property declared surplus and made available for sale.

-More-

The Department of Public Works and Transportation confirmed that they do not require any easements on this property and as a result has no issues regarding the potential sale of the property.

Sault Ste. Marie Region Conservation Authority advised that this property is not located in an area under the jurisdiction of the Conservation Authority with regard to the O. Reg. 176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses and is also subject to the Shoreline Management Plan.

The property is approximately 195' by an irregular depth.

ANALYSIS

If Council declares the property surplus the property will be advertised once in the Sault Star and also appear on the City web page. A valuation or appraisal will be required for the property. If the property is to be made available for sale to the community, then it is recommended that the cost associated with the appraisal be the responsibility of the City.

IMPACT

If the City decides to dispose of the property it would be consistent with the City's plan to dispose of surplus property. There would also be a tax benefit to the City.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

It is recommended that the property be declared surplus and made available for sale in accordance with By-law 2012-126.

Respectfully submitted,

Melanie Borowicz-Sibenik
Assistant City Solicitor
MBS/da
attachment

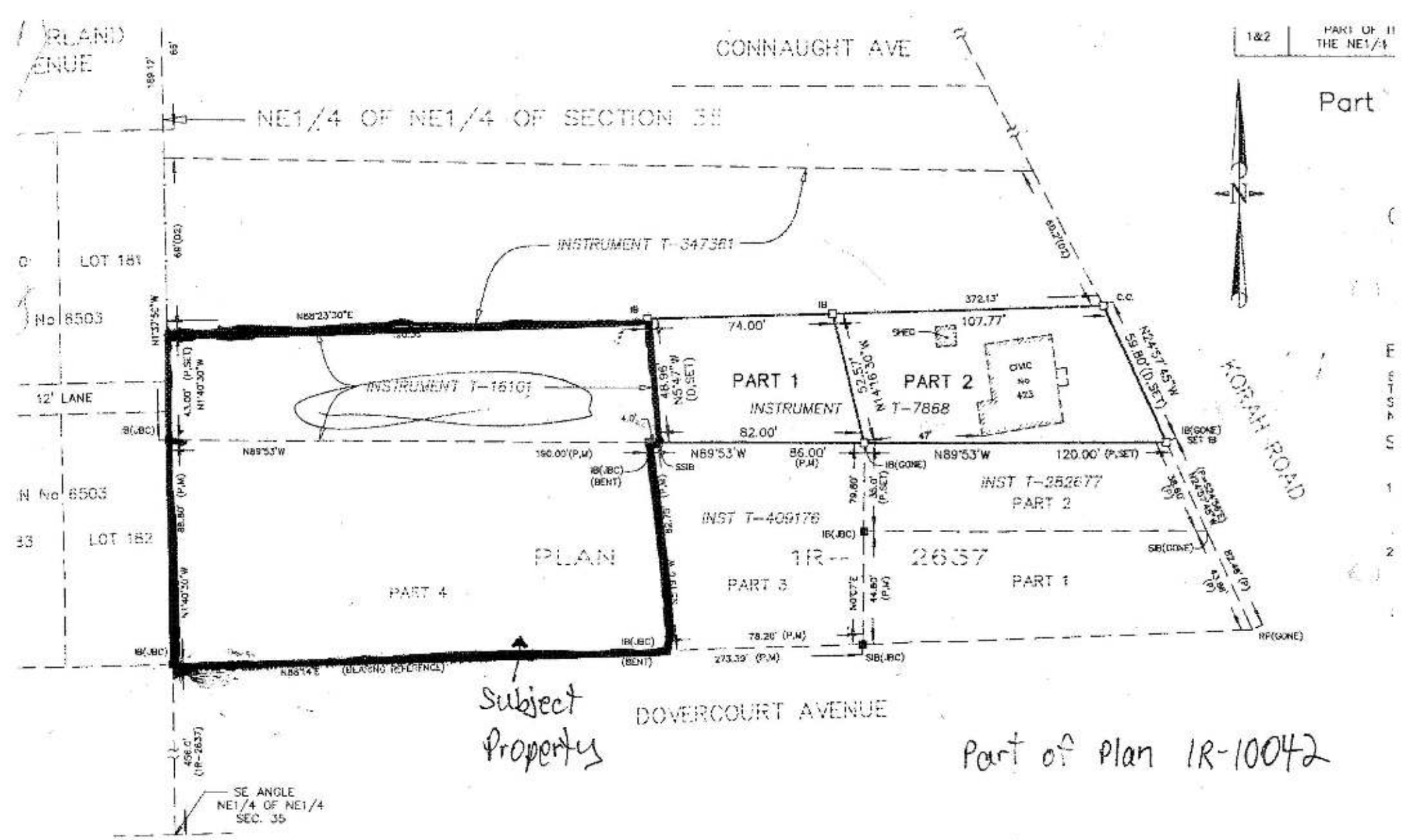
Recommended for approval,

Nuala Kenny
City Solicitor

LEGAL\STAFF\COUNCIL REPORTS\2013\CAUCUS DOVERCOURT AUG 12 13.DOC

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer


CONNAUGHT AVE
NE1/4 OF NE1/4 OF SECTION 35
INSTRUMENT T-847381
LOT 181
No 6503
12' LANE
LOT 182
INSTRUMENT T-16101
PART 1
PART 2
INSTRUMENT T-7868
INST T-282677
PART 2
INST T-409176
PART 4
PART 3
PART 1
PLAN 1R-- 26357
KORAH ROAD
DOVERCOURT AVENUE
Subject Property
SE ANGLE NE1/4 OF NE1/4 SEC. 35
Part of Plan 1R-10042
Part

5(bb)

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO
SOLICITOR/PROSECUTOR

LEGAL DEPARTMENT

File No. PR6.6

2013 08 12

Mayor Debbie Amaroso and
Members of City Council

RE: 58 CHURCHILL AVENUE SNOW PLOUGH TURNAROUND AGREEMENT

PURPOSE

The purpose of this report is to recommend that the City enter into an agreement with Gina Parisi, the property owner of 58 Churchill Avenue, to allow the City to utilize a portion of 58 Churchill Avenue as a snow plough turnaround.

BACKGROUND

The City has entered into snow plough turnaround agreements with various property owners throughout the City. The agreements permit the City's snow ploughs to enter onto private property during the winter months in order to turn around and exit dead end streets.

Lidstone Street is one such area of the City where such a turnaround is required. Luigi and Marie Silvestrin owned property located at 58 Churchill Avenue, which abuts the end of Lidstone Street. The City entered into an agreement with the Silvestrin's in 1990 to allow the use of a portion of their property as a snow plough turnaround. That agreement has been in place since.

The property has subsequently changed hands, and is now owned by Gina Parisi. While both the City and Gina Parisi have been following the terms of the previous agreement, an agreement with Ms. Parisi has not yet been formalized.

ANALYSIS

The snow plough turnaround in this location is required by Public Works and Transportation. Ms. Parisi intends to enter into a Snow Plough Turnaround Agreement (the "Agreement") with the City. This Agreement can be found attached as Schedule "A" to By-law 2013-127 which appears elsewhere on the agenda.

-More-

Pursuant to the Agreement, the City agrees to pay a stipend to Ms. Parisi for permitting the City to use the property as a snow plough turnaround. The Agreement also provides that the City will ensure that the property is left in a good and clean condition at the end of each season. This Agreement will be registered on the title to the property known as 58 Churchill Avenue and will bind all present owners, successors and assigns of 58 Churchill Avenue. The Agreement can be terminated by the City by notifying the owner of 58 Churchill Avenue of same in writing prior to September 1st of any succeeding year.

IMPACT

As compensation for allowing the City to use this property, a stipend in the amount of $193.27 will be provided to Ms. Parisi or any future owner of 58 Churchill Avenue each year prior to the beginning of the snow plough season. Each year this amount is adjusted by the percentage increase in the tax levy for each succeeding year for the property.

STRATEGIC PLAN

No impact on the strategic plan.

RECOMMENDATION

By-law 2013-127 which appears elsewhere on the agenda, authorizes the City to enter into the Agreement between the City and Gina Parisi, and is recommended for approval.

Respectfully submitted,

Matthew Caputo
Solicitor/Prosecutor

Recommended for approval,

Nuala Kenny
City Solicitor

Legal\Staff\COUNCIL REPORTS\2013\2013-07-15 - REPORT - Parisi - Churchill Snow Plough Agreement.doc/NM

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(ee)

Frank Coccimiglio
Manager, Information Technology
Finance Department

William Freiburger, CMA
Commissioner of Finance and Treasurer
Finance Department

2013 08 12

Mayor Debbie Amaroso and
Members of City Council

RE: SHAW "Go-WiFi" SERVICE INSTALLATIONS IN CITY BUILDINGS AND ON CITY OWNED PROPERTIES

PURPOSE

Information Technology is requesting approval from City Council to enter into a License Agreement with Shaw Communications Inc. allowing "for the installation of the Go-WiFi" service in City owned buildings and on City owned properties.

BACKGROUND

Shaw "Go WiFi" is a new service from Shaw Communications that provides complementary WiFi service to existing Shaw customers. Shaw Go WiFi is offering the citizens of Sault Ste. Marie who are Shaw customers a broadband internet experience outside their homes, in this case city owned buildings and properties.

At these same city owned sites, Shaw has agreed to extend the Go-WiFi service to non-Shaw customers allowing for free internet access by going through a "guest" login authentication process.

ANALYSIS

Citizens of Sault Se. Marie who are Shaw customers will simply identify their mobile device or devices such as smartphones, tablets or laptops on their Shaw account once. In doing so, they will extend their Shaw internet access to any location throughout the City that has Shaw Go WiFi access points. Sixty to seventy percent of the City population is a Shaw customer. These citizens will be able to automatically connect to a Shaw Go WiFi zone installed on city property as well as other areas, not owned by the city, seamlessly and transparently giving them an internet experience beyond their homes. If the users devices are on a service provider's "data plan", savings can be realized by not using their data plan.

Shaw will provide all equipment and installation at each City location free of charge. Shaw will also manage the entire infrastructure free of charge, ensuring the network reliable and availability 24x7.

–More–

IMPACT

City locations that do not currently have WiFi access will in the future have the transparent Shaw Go WiFi service to its Shaw customers, and the "guest" authentication access internet service. This will benefit both our citizens as well as City staff.

The first site deployment of Shaw Go WiFi will be at the Essar Centre. The current public WiFi installation on site is old and out-dated. During this past Greyhound hockey season the WiFi system was not able to handle the explosion of smartphone devices demanding internet access. As a result, very little to NO service was available during game time. Shaw's Go WiFi will eliminate this issue all together at NO cost to the city.

Not only will there be proper internet access at the Essar Centre, this will come with a substantial savings to the city for not having to install our own solution.

Shaw "Go WiFi" will complement and reduce any congestion on other City's sites with WiFi installations.

STRATEGIC PLAN

Entering into this agreement with Shaw allows the City to provide a quality and cost-effective internet access solution to our citizens in a responsible and supportive manner allowing for the support of a progressive community.

RECOMMENDATION

That Council approve the City of Sault Ste. Marie entering into a License Agreement with Shaw Communications Inc. allowing "for the installation of the Go-WiFi" service in City owned buildings and on City owned properties.

By-law 2013-136 containing the License Agreement appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

Frank Coccimiglio
Manager, Information Technology

Recommended for Approval

W. Freiburger, CMA
Commissioner of Finance and Treasurer

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
City Administrative Officer

City of Sault Ste Marie
FINANCE DEPT – OPERATIONS
For the Six Months Ending June 30, 2013

Department	June	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual
REVENUE						
Fees and user charges	($19,465.74)	($215,597.30)	($274,625.00)	($59,027.70)	21.49%	($277,466.13)
Government grants		(16,536.00)	($50,000.00)	($33,464.00)	66.93%	($117,285.00)
Contribution from own funds			$0.00	$0.00	0.00%	($40,632.09)
Other income	(16,261.72)	(47,054.42)	($103,670.00)	($56,615.58)	54.61%	($99,475.01)
	(35,727.46)	(279,187.72)	($428,295.00)	($149,107.28)	34.81%	($534,758.23)
EXPENDITURES						
Salaries	225,296.50	1,366,257.63	$2,895,840.00	$1,529,582.37	52.82%	$2,626,763.88
Benefits	45,708.03	330,359.18	$669,981.00	$339,621.82	50.69%	$623,046.93
Travel and training	2,888.91	6,532.86	$10,540.00	$4,007.14	38.02%	$9,586.37
Vehicle allowance, maintenance and repairs	55.62	213.81	$1,750.00	$1,536.19	87.78%	$851.77
Materials and supplies	16,221.36	(131,617.30)	$192,750.00	$324,377.30	168.28%	($43,775.89)
Maintenance and repairs	34,667.13	281,434.57	$526,655.00	$245,220.43	46.56%	$503,195.83
Financial expenses	(950.00)	(2,306.00)	$0.00	$2,306.00	0.00%	($12,305.85)
Purchased and contracted services	7,616.42	179,802.83	$482,325.00	$302,522.17	62.72%	$527,130.28
Transfer to own funds			$0.00	$0.00	0.00%	$40,212.06
Capital expense	4,088.55	87,657.32	$105,975.00	$18,317.68	17.28%	$106,159.39
Less: recoverable costs			$0.00	$0.00	0.00%	($4,543.10)
	335,592.52	2,118,334.90	$4,885,826.00	$2,767,491.10	56.64%	$4,576,331.57
NET (REVENUE)/EXPENDITURE	**299,865.06**	**1,839,147.18**	**$4,457,531.00**	**$2,618,383.82**	**58.74%**	$4,041,573.34

1

60(a)

City of Sault Ste Marie
FINANCE - OTHER CORPORATE FINANCIAL
For the Six Months Ending June 30, 2013

Department	June	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual
REVENUE						
EXPENDITURES						
Materials and supplies	$16,790.40	$16,790.40	$25,000.00	$8,209.60	32.84%	$27,917.25
Financial expenses	191,022.85	1,211,057.41	$2,538,147.00	$1,327,089.59	52.29%	$3,479,316.54
Purchased and contracted services			$68,000.00	$68,000.00	100.00%	$59,848.33
Depreciation			$0.00	$0.00	0.00%	$540,055.04
	207,813.25	1,227,847.81	$2,631,147.00	$1,403,299.19	53.33%	$3,107,138.16
NET (REVENUE)/EXPENDITURE	**207,813.25**	**1,227,847.81**	**$2,631,147.00**	**$1,403,299.19**	**53.33%**	$3,107,138.16

2

6(1)(a)

City of Sault Ste Marie
FINANCE DEPARTMENT -- SUMMARY
For the Six Months Ending June 30, 2013

Department	June	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual
REVENUE						
Fees and user charges	($19,465.74)	($215,597.30)	($274,625.00)	($59,027.70)	21.49%	($277,466.13)
Government grants		(16,536.00)	($50,000.00)	($33,464.00)	66.93%	($117,285.00)
Contribution from own funds			$0.00	$0.00	0.00%	($40,532.09)
Other income	(16,261.72)	(47,054.42)	($103,670.00)	($56,615.58)	54.61%	($99,475.01)
	(35,727.46)	(279,187.72)	($428,295.00)	($149,107.28)	34.81%	($534,758.23)
EXPENDITURES						
Salaries	225,296.50	1,366,257.63	$2,895,840.00	$1,529,582.37	52.82%	$2,826,763.35
Benefits	45,708.03	330,359.18	$669,981.00	$339,621.82	50.69%	$623,048.83
Travel and training	2,888.91	6,532.86	$10,540.00	$4,007.14	38.02%	$9,596.37
Vehicle allowance, maintenance and repairs	55.62	213.81	$1,750.00	$1,536.19	87.78%	$851.77
Materials and supplies	33,011.76	(114,826.90)	$217,760.00	$332,586.90	152.73%	($15,858.54)
Maintenance and repairs	34,667.13	281,434.57	$526,655.00	$245,220.43	46.56%	$503,195.82
Financial expenses	190,072.85	1,208,751.41	$2,538,147.00	$1,329,395.59	52.38%	$2,457,010.69
Purchased and contracted services	7,616.42	179,802.83	$550,325.00	$370,522.17	67.33%	$586,979.61
Transfer to own funds			$0.00	$0.00	0.00%	$40,212.00
Capital expense	4,086.55	87,657.32	$105,975.00	$18,317.68	17.28%	$106,159.39
Depreciation			$0.00	$0.00	0.00%	$540,065.04
Less: recoverable costs			$0.00	$0.00	0.00%	($4,543.10)
	543,405.77	3,346,182.71	$7,516,973.00	$4,170,790.29	55.48%	$7,683,469.73
NET (REVENUE)/EXPENDITURE	**507,678.31**	**3,066,994.99**	**$7,088,678.00**	**$4,021,683.01**	**56.73%**	**$7,148,711.50**

City of Sault Ste Marie
CORPORATE - FINANCIALS
For the Six Months Ending June 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual	Notes
REVENUE						
Taxation	($98,879,301.77)	(101,029,465.00)	(2,150,163.23)	2.13%	*(98,734,596.43)*	(1)
Payment in Lieu of taxes	(2,503,429.49)	($4,317,240.00)	($1,813,810.51)	42.01%	*($4,665,890.24)*	(2)
Fees and user charges	(5,685,016.81)	($14,922,000.00)	($9,236,983.19)	61.90%	*($13,904,462.72)*	(3)
Government grants	(9,537,100.00)	($18,229,000.00)	($8,691,900.00)	47.68%	*($18,431,700.00)*	(4)
Investment income	(1,591,755.74)	($4,071,500.00)	($2,479,744.26)	60.90%	*($4,461,194.46)*	(5)
Other income	(301,592.99)	($1,400,000.00)	($1,098,407.01)	78.46%	*($1,366,991.50)*	(6)
Prior year surplus	(3,158,356.00)	($3,158,356.00)	$0.00		*($2,174,205.00)*	
	(121,656,552.80)	($147,127,561.00)	($25,471,008.20)	17.31%	*($141,759,040.35)*	
EXPENDITURES						
Salaries		$714.00	$714.00	100.00%	*$75.00*	
Benefits	14,000.00	$111,140.00	$97,140.00	87.40%	*$101,141.44*	(7)
Materials and supplies	203,741.13	$222,000.00	$18,258.87	8.22%	*$243,911.68*	(8)
Financial expenses		$0.00	$0.00		*$104,449.51*	
Purchased and contracted services	6,674.48	$31,000.00	$24,325.52	78.47%	*$35,646.01*	
Grants to others	1,050,863.72	$2,100,900.00	$1,050,036.28	49.98%	*$2,100,846.78*	(9)
Transfer to own funds	1,643,356.00	$11,476,816.00	$9,833,460.00	85.68%	*$9,725,352.34*	(10)
	2,918,635.33	$13,942,570.00	$11,023,934.67	79.07%	*$12,311,422.76*	
NET (REVENUE)/EXPENDITURE	**(118,737,917.47)**	**($133,184,991.00)**	**($14,447,073.53)**	**10.85%**	*($131,447,617.59)*	

Notes:
1) No supplementary tax billings in 1st half of year. ($256,000 billed in July). Supplementary billing for PUC building still outstanding. No large variance expected at y/e. Power Generation tax ($1,568,440) not paid until September.
2) No material variances estimated. Timing of payments only.
3) Sewer surcharge for June not accrued. No material variance estimated.
4) 2010 OMPF reconciliation of $422,600 received. No budget estimated, thus surplus
5) Interest/Penalties on taxes will exceed budget.
6) Gaming and Casino revenue only reflected for one quarter. No variance estimated at this time.
7) WSIB allocation entry not posted $91,140. No variance estimated.
8) GIS contract funding from sewer surcharge not in budget ($187610). Offset by unbudgeted revenue in Finance -IT
Unforeseen Contingency has 96% budget remaining, but likely will be fully utilized by yearend.
9) Hospital payment made quarterly.
10) Year end sewer surcharge transfer to capital and Capital from Current entries done at year end.

	Budget
Capital from Current	1,000,000
Transfer to Capital for Sewer Surcharge	8,833,460
Transfer to Reserve for Education Donation	500,000
Transfer to Reserve for Tax Stabilization Reserve	708,356
Transfer to Capital for New flag poles	15,000
Transfer to Capital for new Bus	420,000
	11,476,816

6(b)(a)
4

6(b)(a)

Jerry Dolcetti, RPP
Commissioner

Donald B. McConnell, RPP
Planning Director



ENGINEERING & PLANNING
DEPARTMENT

Planning Division

2013 08 12

Mayor Debbie Amaroso and
Members of City Council

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

PURPOSE

The applicant, Palumbo Investments Inc. has requested that this application be withdrawn.

PROPOSED CHANGE

The applicant was originally seeking a rezoning from "C4.S268" (General Commercial) zone with a Special Exception which permits a parking lot only, to General Commercial zone with an amended Special Exception to permit a cold storage building with no outdoor storage.

Subject Property:

- Location – Located on the Southeast corner of Blake Avenue and Champlain Street, civic no. 58 Blake Avenue
- Size – 22.8m (74.5') x 35m (115'); 798m^2 (8590sq.ft.)
- Present Use – Parking lot in association with adjacent car dealership
- Owner – Palumbo Investments Inc.

BACKGROUND

On June 10, 2013, Council passed the following Resolution:

"That Application A-14-13-Z be postponed to the August 12, 2013 Council Meeting."

This deferral was requested by the applicant, so that he could discuss alternative options with the neighbours.

The applicant has requested in writing (attached) that this application be withdrawn. Planning staff has contacted each of the neighbours which sent written comments, to inform them of the withdrawal.

IMPACT

There are no significant impacts on municipal services resulting from the withdrawal of this application.

6(6)(a)

STRATEGIC PLAN

Withdrawing this application is not related to any activity identified in the City's Corporate Strategic Plan.

RECOMMENDATION

That City Council accepts the applicant's request and withdraw Rezoning Application No. A-14-13-Z.

Respectfully submitted,

Peter Tonazzo, MCIP, RPP
Planner

Recommended for approval,

for Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,

Jerry Dolcetti, RPP
Commissioner Engineering & Planning

PT/ps
attachment(s)

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

Data\APPL\REPORTA-14-13-ZWithdrawn.docx

6(6)(a)

Peter Tonazzo

From: Frank Palumbo <fpalumbo@northsidetoyota.com>
Sent: July 29, 2013 4:01 PM
To: Peter Tonazzo
Cc: markmageran@hotmail.com
Subject: APPICATION A1313Z

Hi: Peter
We are withdrawing our application a1413Z. Thanks for your co-operation.



Frank Palumbo
President
Northside Toyota
803 Great Northern Rd.
Sault Ste Marie Ontario
705-256-6266

TOYOTA
make things better

6(6)(b)

Jerry Dolcetti, RPP
Commissioner

Donald B. McConnell, RPP
Planning Director



ENGINEERING & PLANNING
DEPARTMENT

Planning Division

2013 08 12

Mayor Debbie Amaroso and
Members of City Council

RE: Application No. A-17-13-Z – filed by Emilio, Lina & Mauro Guzzo
720 Douglas Street

PURPOSE

The applicants are seeking a rezoning to facilitate the construction of twelve (12) multiple attached (townhouse) units on the subject property.

PROPOSED CHANGE

The applicants are seeking a rezoning from "R2" (Single Detached Residential) zone to "R3" (Low Density Residential) zone, to facilitate the construction of 12 multiple attached dwelling units on the subject property.

Subject Property:

- Location – Located on the north side of Douglas Street, approximately 33m east of its intersection with Goulais Avenue, civic no. 720 Douglas Street
- Size – Approximately 53.1m (174.2') frontage by 110.7m (363.6') depth totalling 0.6ha (1.47acres)
- Present Use – Vacant
- Owner – Emilio Guzzo

BACKGROUND

In 1988 the original parcel was severed and the western portion was rezoned to permit semi-detached dwellings.

On July 15, 2013, Council deferred this application in order to allow the applicants to hold a neighbourhood meeting to discuss concerns with the development. A public meeting was held on July 31, 2013, the details of which are discussed later in this report.

6(6)(b)

ANALYSIS

Conformity with the Official Plan

The subject property is designated 'Residential' on Land Use Schedule 'C' of the Official Plan, and therefore, the proposed townhouse development conforms to the existing Official Plan land use designation.

The applicant's proposal is further supported by the following residential policies:
"*'R.3" Medium density residential dwellings may be integrated into low density areas subject to rezoning.*

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

The resulting density will be approximately eight (8) dwelling units/acre. Within the local context, medium density residential development is characterized as between eight (8) and twelve (12) dwelling units per acre, therefore, this proposal represents a medium density residential development.

The applicant's proposal can also be characterized as 'small scale intensification', which is generally defined in Residential Policy 5 as *"rooming, boarding and lodging houses, apartments in houses, infill development and redevelopment."* This application represents infill development within an existing mixed residential neighbourhood.

In September 2012, City Council adopted Official Plan Amendment No. 188, which implements the city wide Archaeological Potential Assessment completed by Archaeological Services Inc. The subject property is identified as having archaeological potential, however it has been determined that an archaeological study is not required at this time. Archaeological Policy 2 notes that *"archaeological assessments may not be required in areas that have been subject to previous intensive and extensive soil disturbance."* A review of air photo archives reveals that the subject property was actively farmed and the soil was tilled from the 1930's to the early 1980's. Such soil disturbance would have impacted any archaeological remains that may have existed on the site, and therefore, an archeological review is not required.

Comments

The applicants are requesting City Council's approval to locate three (3) townhouse blocks consisting of four (4) dwelling units each, totalling twelve (12) dwelling units on the subject property. As per the attached site plan, the development is proposed to be constructed in three phases. Although the applicant's site plan is preliminary in nature, there appears to be enough space on the subject property to support the proposed development. Although the east and west lot lines are interior side yards by definition, they will function as front and rear yards for phases 1 and 2. The proposed 7.5m (25') front yards for Phase 1 and 2 are large

6(6)(b)

enough to accommodate the required parking (1 space/unit), and the 7.5m (25') rear yards are large enough to support ample outdoor amenity areas. Phase 3 would include larger front and rear yards. Although not shown on the site plan, the area south of Phase 3 is large enough to accommodate additional parking spaces, refuse bins, and a common outdoor area for residents.

The townhouses are proposed to be rental units. The buildings will be 1 storey, and designed in a manner that is very similar to other recently constructed townhouses. Several units will also include an attached garage.

The character of this area is mixed residential, consisting of single detached dwellings to the east and northwest, a vacant parcel to the north, a combination of single-detached and semi-detached dwellings to the west, and a number of apartment buildings to the south. From a land use perspective, this is an infill development which will further round out this mixed residential neighbourhood.

Given the preliminary nature of the applicant's site plan, it is recommended that if approved, the property also be deemed subject to site plan control, which will grant City staff an opportunity to review development details and enter into an agreement with the applicants prior to the issuance of a building permit. More specifically, matters such as drainage, buffering and servicing will be addressed through the site plan control process.

Consultation

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

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

PUC Services indicates no objection to the proposed rezoning, but to note that as part of the overall development design, the applicant's consultant should confirm available water service and fire flow capacity, which may impact design requirements for the proposed development. PUC also notes that water frontage charges are due for any proposed development upon the subject property.

Correspondence from the Engineering Department deals with drainage and site servicing requirements. Engineering also recommends that the property be deemed subject to site plan control, to allow staff to review and approve drainage and servicing plans prior to the issuance of building permits and the commencing of development upon the subject property.

Correspondence from the Accessibility Advisory Committee recommends that the Facility Accessibility Design Standards (FADS) be adhered to when designing the site. It is worth noting that FADS only apply to municipally owned, operated and leased facilities. As this is a privately owned development, FADS will not apply, however Ontario Building Code requirements must be adhered to. The attached correspondence also requests clarification

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on how many accessible parking spaces will be required, and how many of the units must be designed in an accessible manner. Not unlike single or semi-detached dwellings, the required parking for multiple attached dwellings is 1 space per dwelling unit. Based on the site plan, individual parking spaces will be located on individual driveways, again, very much like a single or semi-detached setting. Consequently, separate barrier free parking facilities are not required.

As it relates to accessible units, the Chief Building Official has confirmed that the Building Code requirement that at least 10% of new dwelling units must be accessible does not apply to multiple attached units. While the applicants may decide to incorporate one or more barrier free units into the development, this will not be a requirement.

The attached correspondence from the Conservation Authority indicates that the subject property is within the jurisdiction of the Conservation Authority, and as such, a permit from the CA will be required prior to development.

Attached is a neighbourhood petition objecting to the proposed rezoning. This petition was not received in time to be attached to the original report package submitted in July; however it was attached to the July 15, 2013 Council Agenda.

Neighbourhood Meeting

On July 31, 2013 the applicants hosted a neighbourhood meeting in the 'Community Room' at the new Korah Branch Library. The meeting was held from 6:30-8:00pm and attended by 18 residents, 2 Councillors, the applicants, a City Planner and a City Engineer. Invitations were sent to all landowners within 120m of the subject property, which is consistent with the original public notice given for this application. The applicants also contacted the lead petitioners on the attached petition. The meeting attendance list is attached.

The meeting began with a brief PowerPoint presentation by the applicants, which is attached to this report.

During the meeting, the following issues were raised by neighbours:

1. Servicing Capacity

   Neighbours indicated that there have been sewer backups in this area. As such, the capacity of the existing sanitary sewers to accommodate additional flows from 12 dwelling units is a major concern. Dan Perri, an Engineering Intern with the City confirmed that the existing sanitary sewer under Douglas Street is clay, and was installed in 1967. The sewer has a 250mm (10") diameter. Engineering has indicated that based on a very preliminary review, it appears that capacity will not be an issue. Having said this, prior to the issuance of any building permits on the subject property, a servicing capacity study must be conducted by a qualified engineer hired by the applicants, then approved by the City Engineering Department. Again, this must occur prior to any development. If capacity is an issue, then the applicants have the option of abandoning the development, reducing the dwelling units to a number that can be

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accommodated by the existing services or replacing/upgrading the existing sewer at their cost.

At the meeting, the applicants provided a letter from MTE Consulting (attached), an Engineering firm which may be retained by the applicants. MTE's correspondence further elaborates upon the process outlined above.

Several neighbours also noted that there is vacant property around the subject property, questioning what impact future development might have on the sewers. Again, development proposals on vacant parcels would need to follow the same procedure as outlined above. Sewer capacity is based on a 'first come first serve' basis.

2. Reduction in Surrounding Property Values

A number of neighours also expressed concerns with the impact this development could have on property values. Planning staff does not comment on property values, as the impact could be positive or negative.

3. Construction Time/Traffic

The applicants have indicated that the development would likely be constructed in 3 phases, each consisting of a block of 4 units. It would likely require 4 months to complete exterior construction of each phase, then additional time to finish the interiors. The timing of phases 2 and 3 will be contingent on the success of the first phase.

Neighbours noted that they work shifts, and that construction noise and traffic would be difficult to endure, especially considering the applicants cannot specifically identify a timeline for completion of all 3 phases.

Nuisances associated with construction are an unfortunate reality of development, however construction noise could also be associated with building a single detached home, accessory buildings or even a major renovation which does not require Council approval.

4. Type of People that May Rent

A number of neighbours were concerned that the proposed townhouses would be 'low rental', 'if not now, but in the future'. The applicants stated that their target market is primarily seniors, which is consistent with the target markets of other recently approved or constructed townhouse developments. The units will not have basements or stairs. Based on preliminary floor plans, the applicants envision most units to have 3 bedrooms. Approximately half of the units would also include an attached garage. Many neighbours questioned why there would be 3 bedrooms if the units were to be marketed to seniors. Experience has shown that as people downsize, they end up with extra 'stuff', and the ability to store these items becomes an important aspect when choosing a new home. For this reason, the extra bedrooms can act as storage

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areas and/or additional space for visitors. Having said all of this, those with children may choose to rent these units, and doing so would be appropriate.

Finally, it is worth noting that it is discriminatory to regulate who can and cannot rent a particular dwelling unit, and at what cost the units are rented for. Furthermore, it is discriminatory to approve or deny an application based upon who may or may not rent a particular unit.

5. Overall Site Design does not have enough Parking or Outdoor Amenity Areas

Several neighbours were concerned that there would not be enough parking or outdoor amenity space provided on the site.

Not unlike single detached homes, the zoning by-law requires 1 parking space per dwelling unit. Furthermore, there will be additional space south of Phase 3. Although not required, a portion of this space could be utilized as an area to accommodate overflow parking. There will also be space for vehicles to be parked along the access driveway, on a short term as needed basis. Consequently, it is Planning's opinion that adequate parking will be provided to support the proposed dwelling units.

As it relates to outdoor amenity space, many neighbours felt that the proposed 7.5m (25') rear yards for Phases 1 and 2 are not large enough. There have been a number of previously approved townhouse developments which provided 7.5m (25') rear yards. In Planning's opinion, the proposed rear yards for Phases 1 and 2 are appropriately sized. Furthermore, a portion of the area south of Phase 3 can also accommodate a consolidated outdoor amenity area for occupants of the townhouses.

During the Site Plan Control stage, staff will review and comment on a more detailed site plan. It is recognized that in addition to refuse bins, it may be appropriate to locate additional parking and outdoor amenity space upon the subject property. Based on the preliminary site plan, there is approximately 15.25m (50') between Phases 1-2 and Phase 3. If needed, Phase 3 could be shifted north to increase this space by approximately 7.5m (25'), resulting in a 23m x 53m (75' x 174) area totalling 1,219m^2 (13,050sq.ft.). This area is large enough to support among other things, ancillary parking, an outdoor amenity area and refuse bins.

6. Privacy

Some neighbours, especially those abutting the subject property to the west, expressed privacy concerns. These neighbours also indicated that they had purchased their properties due in part to the fact that the area behind them was vacant.

The applicants are prepared to install and maintain an appropriate buffer around the subject property. A 1.89m (6') privacy fence is likely the most appropriate option. Neighbours also questioned if a 1.89m (6') fence would in fact provide adequate privacy from raised decks. As previously mentioned, the units are to be designed at grade, and it is likely that deck elevations would be relatively close to the ground.

6(6)(b)

Once final grades have been established, the applicants may wish to provide at grade patio's rather than elevated decks. During the Site Plan Control process, staff will review final grades and recommend as appropriate.

Some neighours also expressed concerns related to noise from 'late night partying'. Again, this unfairly and incorrectly assumes that because these are rental units there will be noise issues. It is noted that the City has a noise by-law in place, which is enforced by Police Services.

7. Additional Traffic

Several neighbours were concerned with the additional traffic that will be generated from the proposed 12 dwelling units.

As per Transportation Schedule D of the Official Plan, Douglas Street and the majority of the surrounding roads are classified as a 'local streets', 'designed to facilitate the safe movement of traffic within a residential area' Goulais Avenue is designated as a 'Collector Street', designed to 'facilitate the safe movement of traffic from residential, commercial and industrial areas to or from the arterial street network.' Consequently, the roads in this area are well equipped to handle the additional residential traffic generated by 12 dwelling units. The overall traffic generated from 12 dwelling units will be minimal and appropriate.

At the public meeting it was also noted that there currently exists problems with speeding on Douglas Street and Goulais Avenue. This is an enforcement issue handled by Police Services.

8. Change in Character of the Area

Neighours also expressed concerns over the precedence that would be set if the subject property is rezoned, citing nearby vacant properties which are also currently zoned "R2" (Single Detached Residential) zone. As previously mentioned, there is a vacant 1.72ha (4.25acre) parcel which abuts the subject property to the north, with frontage on Goulais Avenue and East Balfour Street. In February 2013 the Committee of Adjustment approved a severance application to facilitate the construction of 8 new single detached dwellings along East Balfour Street. Once these lots are developed, there will remain a remnant vacant parcel directly behind (north) the subject property.

To the northeast of the subject property is the former St. Veronica's School site, which is currently vacant and for sale. In 2008 Council rezoned this 1.62ha (4acre) site from "R2" (Single Detached Residential) zone to "R2" (Low Density Residential) zone, which is consistent with the zoning currently being requested for on the subject property. There are also 2 vacant "R4" (Medium Density Residential) zone properties to the south of the subject property, with frontage on Wallace Terrace.

There is no doubt that this neighbourhood is in transition and will likely see additional residential development in the future. Given the current 'mixed' character of the neighbourhood, as well as current "R3" and "R4" zoning on nearby vacant properties, it

6(6)(b)

is also likely that future development patterns may include semi-detached, multiple attached, and apartment type dwellings in addition to single detached homes. Consequently, the applicant's proposal to develop multiple attached (townhouse) units on the subject property is consistent with not only the existing mixed character of this area, but also the future mixed residential development potential of the area.

Mixed residential neighbourhoods are an integral part of a healthy community, providing for a range of housing opportunities resulting in a mix of people residing in a single neighbourhood. As people age they often downsize. Mixed neighbourhoods allow people to downsize and remain in the same neighbourhood. The creation of mixed neighbourhoods is also supported by current Official Plan policies and Provincial Policy.

Historically, different housing types were often segregated, creating large blocks of homogeneous housing forms, often resulting in stigmatizing certain areas and housing types.

More recently, mixed neighbourhoods have been created and have proved to be successful. Lake Street north of McNabb Street is an example of a mixture of singles, semis and townhouses, whereby it is difficult to even determine which is which when driving by. The abutting properties to the west of the subject property are also a good example of mixed housing. The 4-plex on the corner of Goulais Avenue and Douglas Street was developed in 1996. The three properties to the north consist of single detached homes, which were built between 2008 and 2011. A semi-detached dwelling was developed on the northern most lot in 2012.

9. Park Space

Several neighbours also questioned why park space wasn't being required as part of this development. It was noted that a 20-unit townhouse development (developed in the late 60's) further north on the west side of Goulais Avenue was required to provide park space. 'Why isn't this development required to provide public park space?' Developments of the size and nature proposed by the applicants are generally not required to provide a public park. Rather, Planning staff reviews smaller scale developments of this nature to ensure that there is ample outdoor amenity areas for the occupants of the development. As previously mentioned, the site is large enough to accommodate the proposed units, ample rear yards, and additional outdoor amenity space. There are also a number of parks within the area, including Munroe Park, Mike Zuke Park, and Peter G. Manzo Park, all within walking distance; however it is recognized that from the subject property, people would need to cross either Goulais Avenue or Wallace Terrace to access these parks.

It is also worth noting that the example sited by several neighbours, whereby Munroe Park was required in relation to the 20-unit townhouse development further north, was in fact part of a much larger neighbourhood plan, which included the undeveloped mixed residential 'Vo-Kel' Subdivision, as well as surrounding established residential areas.

6(6)(b)

Although this proposal does not warrant public park space, as the larger surrounding vacant lots develop, depending on the size and density of development, the merits of requiring additional public park space will be reviewed at that time.

10. Subject Property is Identified as having a Wetland

One neighbour indicated that a portion of the subject property has been identified by the Conservation Authority as a wetland. According to City mapping, there are no records of there being a wetland on the subject property. The Conservation Authority has confirmed that the regulated area relates to the subject property's proximity (approximately 125m away) to the Central Creek Flood Control Channel. The regulated area was established by a Flood Plain Mapping Study completed in 1977 by Dillon Consulting. The applicants are aware that a permit will be required from the CA prior to development. At this time there do not appear to be any environmental constraints or hazards that would severely impact the ability to develop townhouses upon the subject property.

IMPACT

The proposed development represents and infill, residential intensification opportunity, which will make good use of existing infrastructure. Therefore, there are no anticipated financial impacts to the municipality as a result of the proposed zoning change.

STRATEGIC PLAN

The City's Strategic Plan will not be impacted by the proposed zoning request.

SUMMARY

This application represents an infill development opportunity. The subject property is large enough to support the proposed twelve (12) multiple attached dwelling units, which will fit into the overall mixed residential character of the area.

Given the preliminary nature of the attached site plan, it is recommended that site plan control be utilized to ensure the site is designed in a manner that is consistent with sound design principles. Site Plan Control will also ensure that drainage and servicing works are designed and constructed.

RECOMMENDATION

That City Council approve this application and rezone the subject property from "R2" (Single Detached Residential) zone to "R3" (Low Density Residential) zone, in order to permit the construction of multiple attached dwellings, and that the subject property be deemed subject to Site Plan Control.

6(6)(b)

Respectfully submitted,

Peter Tonazzo, MCIP, RPP
Planner

Recommended for approval,

for Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,

Jerry Dolcetti, RPP
Commissioner Engineering & Planning

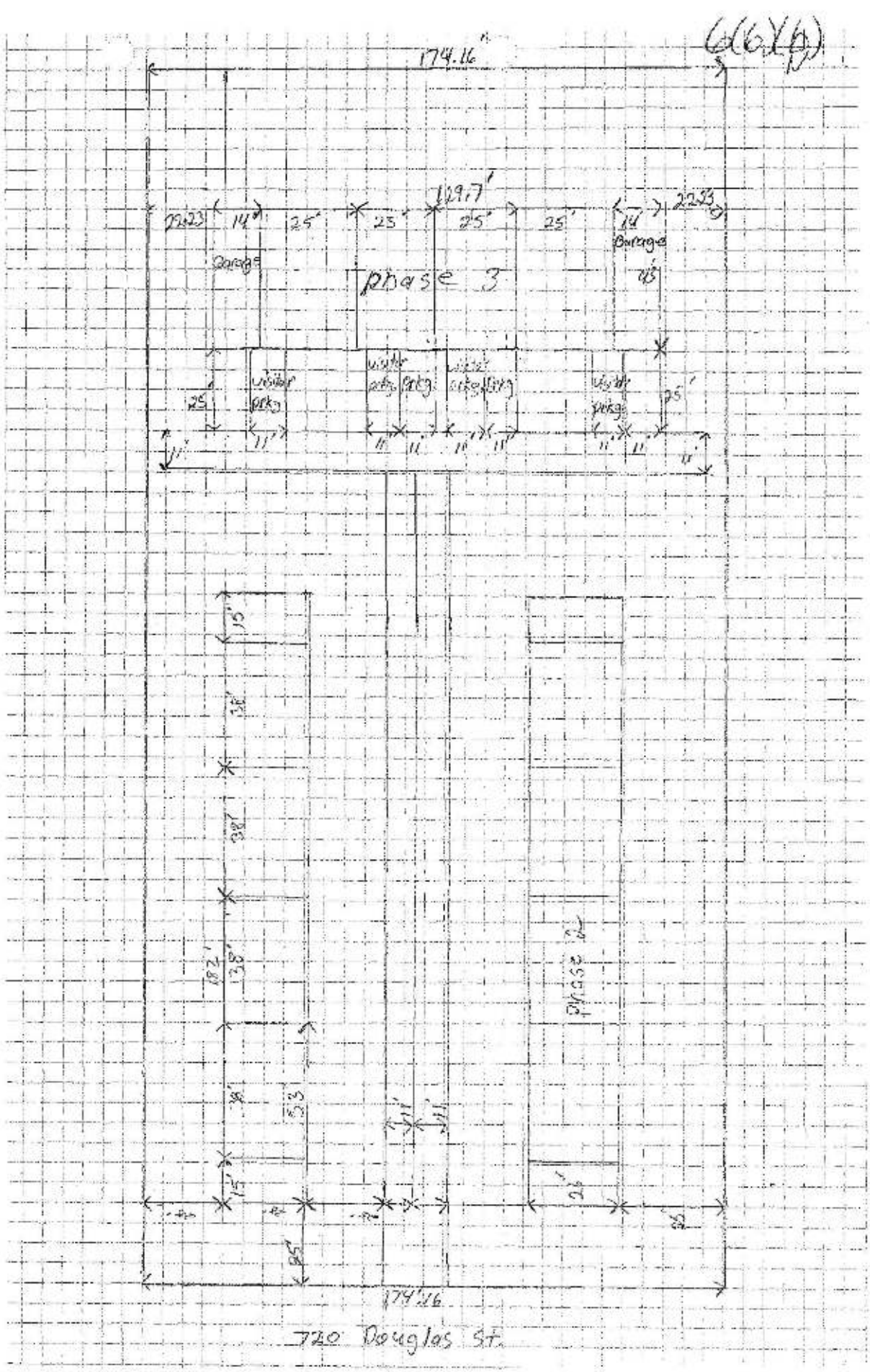
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attachment(s)

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

Data\APPL\REPORT\A-17-13-Z-August 12, 2013.docx


174.16'
129.7'
22.23'
14'
25'
23'
25'
25'
14'
Garage
phase 3
Garage
Visitor parking
Visitor parking
Visitor parking
Visitor parking
11'
15'
38'
38'
38'
38'
53'
15'
85'
24'
174'-6"
720 Douglas St.

720 Douglas Street Town Hall Meeting
West End Community Centre
July 31, 2012
6:30 to 8:00 pm

Name	Address	Contact Number	Email
Sandra Vicelli	512 Simcoe Pl	(250) 384-7474	
Derek Lawrence	1-2 Cedar Ave	(705) 957-0212	
Ernie Lawrence	701 Douglas St	705 254 4125	
Jim Dodds	701 Douglas St		
Peter Sherratt	179 Douglas St	705 [illegible]	
[illegible]	[illegible]	705 [illegible]	
William Scott	304 Eglinton Ave	705 254-1998	
Roger Phillips	603 Douglas	705 256-7722	
Jeanie Nicholson	"		
Joe Kirkpatrick	13 Winfield Dr.	705 542-0835	
Pam Lowell	176 Ann St	705 759-2750	
Dan Evans	711 Business Park	705 [illegible]	
Tony Marcello	700 Parkside Dr	519 [illegible]	
Dave Brayford	374 Anderson Cres	705 [illegible]	
Doug Mayhew	360 Delaney Ave	705 [illegible]	
Christine Flavell	All Saints Retirement	705 [illegible]	

616 X6!

Name	Address	Contact Number	Email
Ray Perrion	ICE Headquarters	303 542 2706	PERRION3@SBAG.CA
Frank Ford	5 K Cuba Circle	715-926-6630	
Raymond Burke	N Superior Street	715-971-0231	
Bruce Kleppe	626 Dawson Dr	715-258-2357	
Lorena Tribbe	73 Queen St E	705-254-3191	
Anita Schell	Red Cedar Dr	715-234-[illegible]	Schell.anita@gmail.com

(6 of 6)

6(6)(b)

MTE
More Than Engineering
25 YEARS 1985-2010

July 8, 2013
MTE File No.: BD002485

Scott Beaumont
Lyons Ltd.
500 Wellington St W
Sault Ste Marie, ON P6C 3T5

By Email Only: scottb@lyonsltd.ca

Dear Mr. Beaumont:

Re: Proposal for Engineering Services
720 Douglas Street Sault Marie

Thank you for providing MTE with this opportunity to quote on engineering services. We look forward to the opportunity to work with you on this development.

MTE's Understanding...

From the information provided and conversations with the City of Sault Ste. Marie, we understand that the proposal is for a Condominium Style Townhouse Development. The City has indicated that Quantity Controls will be required to attenuate post development flows to existing flow rates up-to and including the 100-year rainfall event. Quality controls will be required to a normal level 70% TSS removal. It is anticipated that this will be provided through the use of an Oil-Grit separator such as a Stormceptor or Vortech/Vortsentry unit. As this property is presently being rezoned from a R2 to allow for multi-residential development downstream verification of the downstream sanitary sewer capacity is required. Domestic water has not been confirmed but it is assumed at this time that the Hydrants in the vicinity of the development will need to be tested for supply and pressure to ensure serviceability of the proposed development as per the Fire Underwriters Survey.

MTE's Experience...

Since 1985 MTE Consultants Inc. has provided design services for private and public organizations across Southwestern Ontario. Clients including (but not limited to) architects, project managers, design-build groups, private institutions and municipal governments, have retained MTE for its value-added approach and technical expertise. We are fully versed in the site development process, including providing environmental cleanup, site servicing and grading designs, and storm water management plans.

MTE's Proposed Scope of Work...

Based on our understanding of the site and the process, we envision the following sequence of events through the life of the project:

Topographical Survey and Base Plan Preparation

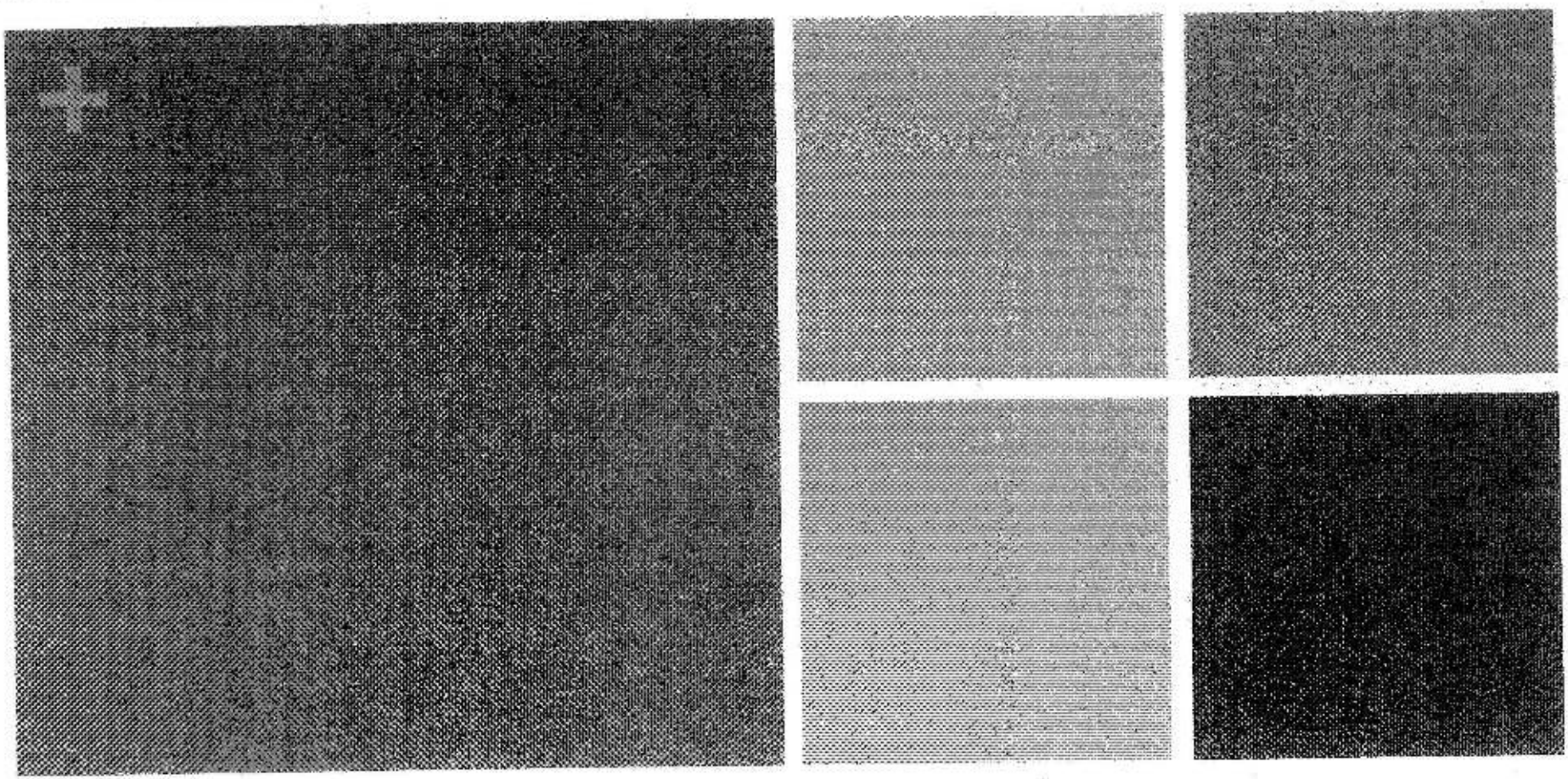
For the proposed development it is assumed that a topographic survey with a recent legal boundary will be provided for our work. The Topographic survey is to be provided in a digital (Autocad) format complete with 3d information or an ASCII file for the creation of digital surfaces for our use. It is also assumed that the latest Site Plan will be provided in Autocad Format properly aligned with the existing legal fabric such that our Base Plan can be created. Major deviations from this will be charged as extras at our normal hourly rates.

Functional Servicing Report

AS per the City comments it is anticipated that a Functional Servicing Report will be required. This Functional Servicing Report will address the sanitary downstream constraints, domestic water supply and fire fighting capabilities of the domestic water supply as well as the stormwater management requirements. For the Sanitary Sewer Downstream evaluation it is proposed that a desktop analysis of the sanitary network be evaluated to a sufficient outlet. It is assumed that all relevant information is available or will be provided by the City of or the Owner such as plan and profile drawings, sewer inverts, and sanitary sewer design sheets as available. For domestic water it is assumed that the hydrant tests will be provided by the owner or the municipality or confirmation will be provided from the municipality in regards to supply and pressure. The Stormwater Management will be completed using a combination of the Modified Rational Method and the stormwater Modelling Program SWMHYMO. The Funtional Servicing Report will provide a high level overview of the requirements to service the site and the steps that will need to be undertaken to address the Sanitary, Water and Storm Discharge considerations for the proposed site.

Detailed Engineering Design

After the Function Servicing Report is completed Detailed Site Plan Engineering including modifications to the Stormwater Management Report as well as detailed design drawings will be created. The detailed design drawings and updated Stormwater Management will take a closer look at the details and cost savings opportunities to the Stormwater servicing and attenuation requirements for the site. At this stage evaluations between surface storage and underground storage will be evaluated as well as the detailed location and grading of the proposed development.



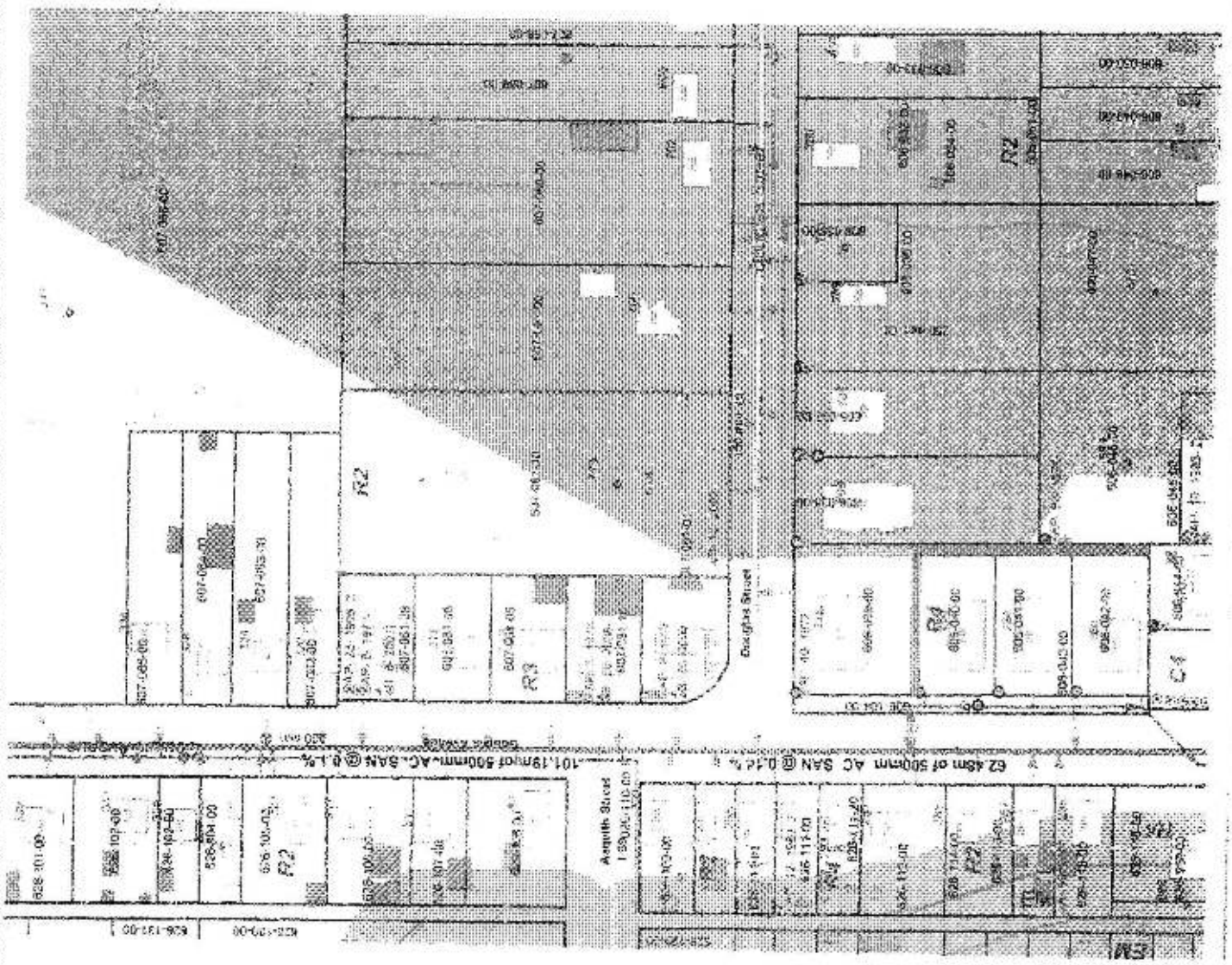
720 Douglas Proposal

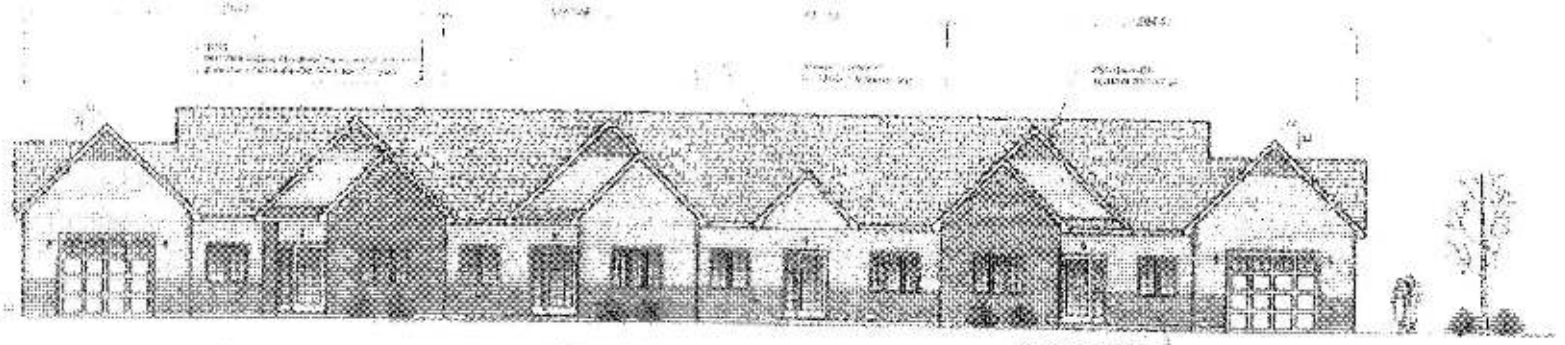
Town Hall Meeting
West End Community Centre
July 31, 2013

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R2
R3
R4
C4
Dwight Street
Arquith Street
62.45m of 500mm AC SAN @ 0.14 %
101.19m of 500mm AC SAN @ 0.1 %



EAST ELEVATION



NORTH ELEVATION

66(b)

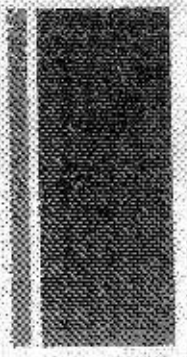
720 Douglas Street
Rezoning Application A-17-13-Z

- Consistent with similar 4-unit single level dwellings across the city i.e. McNabb and Lake Street, Stevens Street
- Floor plans may include single car garages for the two end units
- Each unit will have two parking spots in front of their units to avoid a large parking lot situation. Given the garages, there will be ample parking spots
- Phased in approach will mean that only 4 units will be built at one time, consecutively
- Phase 2 and 3 will be dependent upon a number of other factors, therefore, for the immediate future you can expect to see only one complex of 4 single level units

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720 Douglas Street
Rezoning Application A-17-13-Z

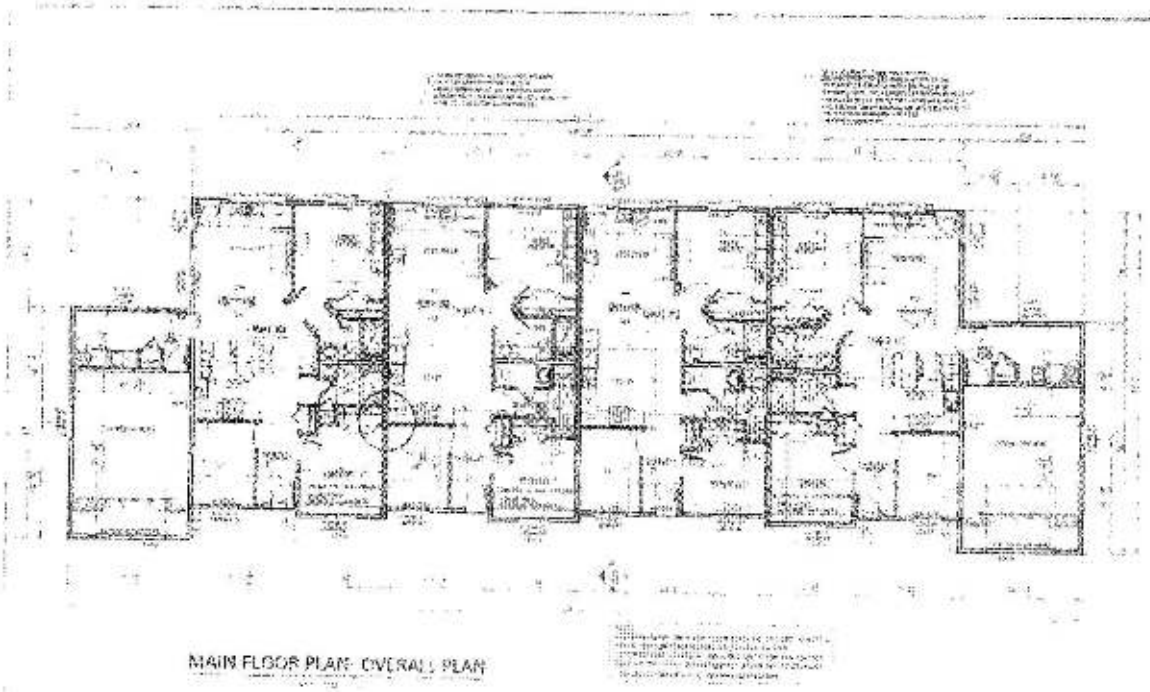
- This represents a small scale intensification of the neighbourhood
- Minimum 4 unit potential
- Maximum 12 unit potential



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[redacted]

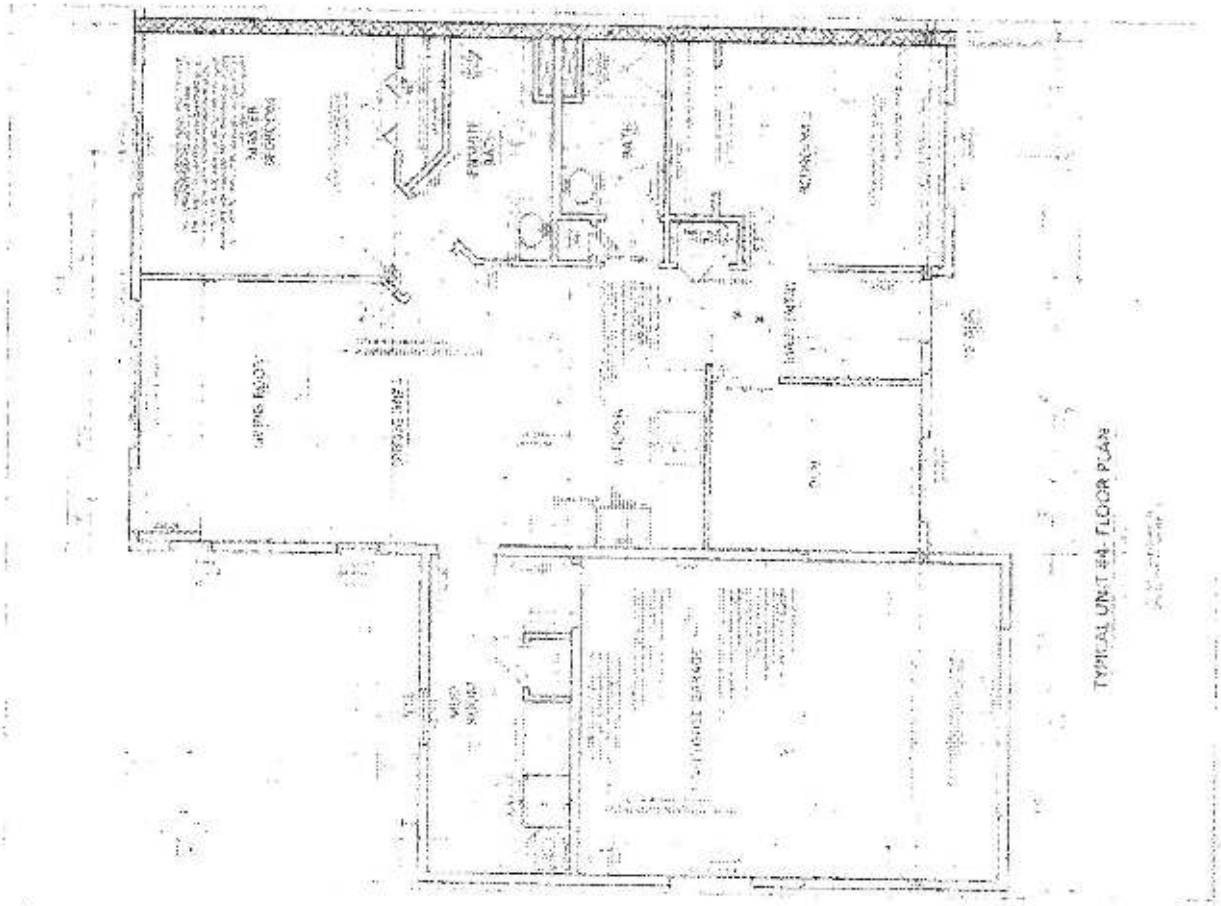


MAIN FLOOR PLAN: OVERALL PLAN

ONE TYPICAL

6(6)(D)

[redacted]



6(6)(b)

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

June 20, 2013

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

emailed: d.mcconnell@cityssm.on.ca

Dear Sir:

Re: Application A-17-13-Z
720 Douglas Street

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

Given the proposed repurposing of the property, the owner should confirm the available water service capacity and fire flow capacity which may impact design requirements for the proposed development. We also comment that water frontage charges would be due for any such development.

Best Regards,

PUC SERVICES INC.

Rob Harten, P. Eng.
Manager of Engineering

RH*jf

PUC DISTRIBUTION INC.
Tel. (705) 759-6515

PUC SERVICES INC.
Fax. (705) 949-0083

PUBLIC UTILITIES COMMISSION
Email: rob.harten@ssmpuc.com

6(6)(b)

Jerry D. Dolcetti, RPP
Commissioner

Daniel Perri, EIT
Engineering Intern



ENGINEERING & PLANNING
DEPARTMENT

Engineering & Construction Division

2013 07 02
Our File: A-14-12-Z.OP

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

Dear Mr. McConnell:

RE: A-17-13-Z – 720 DOUGLAS STREET
REQUEST FOR AN AMENDMENT TO THE ZONING BY-LAW

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

- No owner of an industrial, commercial or institutional premise or multi-residential development of four (4) units or greater shall undertake any works or make any connection or do anything that would increase peak flow rates of storm water or which would impair the quality of storm water which is discharged to a sewer without prior approval of the City Engineer;

- Post development flows shall not exceed pre-development flows for all storms up to and including a 100 year event, unless otherwise approved;

- The City will require a servicing plan, showing proposed storm and sanitary pipes, in addition to storm water management plan, and associated lot grading plan;

- The existing sanitary sewers shall be verified to ensure adequate downstream capacity to accommodate the increase in flow from the new development;

- The owner or operator of multi residential buildings, with more than nine (9) units, which are connected to a sewage works shall install and maintain in good repair in each connection to a sewage works, a suitable maintenance hole to allow for observation, sampling and flow measurement of the sewage, uncontaminated water or storm water therein, or provide, where the installation of a maintenance access hole is not possible, an alternative device or facility with the prior written approval of the City Engineer;

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

6(6)(b)

- The maintenance access hole or alternative device or facility shall be located on the property of the owner or the operator of the premise, as close to the property line as possible, unless the City Engineer has given prior written approval for a different location;

- There are currently three sanitary laterals servicing the subject property. The condition of these laterals should be verified prior to connection;

- A storm lateral is required at the Applicant's expense; and

- It is recommended that the Development be subject to Site Plan Control to ensure the above requirements are met.

If you have any questions, please contact the undersigned.

Yours truly,

D. Perri

Daniel Perri, EIT
Engineering Intern

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

(6(6XD)

Accessibility Moving Forward
Sault Ste. Marie - AAC

June 24, 2013
Don McConnell
Planning Director
City Planning & Engineering Division

SUBJECT: REZONING APPLICATION REVIEW – A-17-13-Z

720 Douglas Street

Dear Mr. McConnell

The Accessibility Advisory Committee makes the following recommendations in respect of barriers to access for person with disabilities on the subject rezoning application.

Exterior

1. Parking: Parking according to FADS.
2. Walkways & Sidewalks: Barrier Free path of travel.
3. Curb cuts: level elevation according to FADS.
4. Ramping: According to FADS.
5. Transit Access: NA
6. Lighting: Additional lighting In accordance with the Illuminating Engineers Society of North America Standards
7. Signage: As needed according to municipal standards.
8. Park area
9. Other: Noted that these units will be phased in. Will this affect the parking spaces for accessibility? Will any of the units be available for persons with disabilities, some of whom may be seniors?

Thank you for your attention to these recommendations.

☒ We request a Site Plan ☐ We do not want a Site Plan for review

Sincerely,

Ann Marie McPhee

Ann Marie McPhee

6(6)(b)

Pat Schinners

From: Marlene McKinnon <MMcKinnon@ssmrca.ca>
Sent: June 19, 2013 1:25 PM
To: Pat Schinners
Cc: Peter Tonazzo
Subject: SSMRCA Response - A-17-13-Z - 720 Douglas Street

June 19, 2013

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

Conservation Authority Comments:

Application # **A-17-13-Z**
Emilio, Lina and Mauro Guzzo
720 Douglas Street
Sault Ste. Marie

The subject property is located in an area under the jurisdiction of the Conservation Authority with regard to the O. Reg.176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses. A site plan review will be required and will require a permit for some areas of the subject property.

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

Should you have any questions on our comments please contact our office.

M. A. McKinnon, CGS
GIS Specialist
Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East
Sault Ste. Marie ON P6A 6J8
mmckinnon@ssmrca.ca
www.ssmrca.ca
Phone 705-946-8530
Fax 705-946-8533

Member of Canadian Institute of Geomatics

6(6)(b)

Petition to Not Change Zoning from "R2 to R3"

Cause of Petition:

TO NOT HAVE: a rezoning from "R2 (Single Detached Residential) zone to R3" (Low Density Residential) zone at 720 Douglas Street. Application No: A-17-13-Z

Details of Lead Petitioner

Name: William Schill

Address: 304 Goulais Avenue P6C5A4

Mobile:

E-mail: billysault@bell.net

RECEIVED
CITY CLERK
JUL 10 2013
NO.: 52786.
DIST: Planning
Agenda

We, the undersigned, want the City of Sault Ste. Marie Council and [redacted] to:

Not let the owners (Emilio, Lina & Mauro Guzzo) of said property 720 Douglas Street change the zoning from "R2 (Single detached Residential) to R3 (Low Density Residential) to facilitate the construction of 12 to 14 multiple attached dwellings on the subject property.

1 - Property in the immediate area is deemed conservation land by the conservation authority.

2 – Noise levels will increase.

3 – Privacy issues will arise, due to the close proximity of the houses being built close to previously built homes

Signature of Lead Petitioner: W. Schill

6(6)(b)

Petition To Not Change Zoning From "R2 to R3"

Cause of Petition:

TO NOT HAVE: a rezoning from "R2 (Single Detached Residential) zone to R3" (Low Density Residential) zone at 720 Douglas Street. Application No: A-17-13-Z

Details of Lead Petitioner

Name: Rhea Lavallee

Address:

700 DOUGLAS ST

Mobile:

E-mail: EFFIELAVALLEE@BELL.NET

We, the undersigned, want the City of Sault Ste. Marie Council and [redacted] to:

Not let the owners (Emilio, Lina & Mauro Guzzo) of said property 720 Douglas Street change the zoning from "R2 (Single detached Residential) to R3 (Low Density Residential) to facilitate the construction of 12 to 14 multiple attached dwellings on the subject property.

1 - Property in the immediate area is deemed conservation land by the conservation authority.

2 – Noise levels will increase.

3 – Privacy issues will arise, due to the close proximity of the houses being built close to previously built homes

---

Signature of Lead Petitioner:

(6(6(b)

Signatures of Other Petitioners

Sr. No.	Name	Address	Signature
1	BRUCE KLEPATZ	621 DOUGLAS ST	Bruce Klepatz
2	Anne Klepatz	699 Douglas St	Anne Klepatz
3	David Matta	"	D. Matta
4	FRANCO TRECROCE	609 A	
5	Monica Anich	609 Douglas	Monica Anich
6	Blair St. John	693 Douglas Ave.	Blair St John
7	RON FIMCONI	605 Douglas St	Ron Fimconi
8	Roger Philion	623 Douglas St	Roger Philion
9	Tony Chiarella	706 Douglas	Tony Chiarella
10	MIKE MUTO	702 DOUGLAS	Mike Muto
11	Ingrid Wyatt	698 Douglas	Ingrid Wyatt
12	Rob BENNIE	437 Third Ave	
13	Joe Magli	613 Douglas St	J. Magli
14	Calvin Harris	607 Douglass St.	C. Harris
15	Anna Fiacconi	605 Douglas St.	Anna Fiacconi
16	MIKE GREELEY	606-B Douglass St	

6(6)(b)

17	SUSAN GREELEY	606-B DOUGLAS ST	
18	Doug Nelson	600 Douglas St	
19	Shannon Givens	602 Douglas St	
20	MARK LEMIEUX	131 WILDING AVE	

LINDA ISAACSON 131 WILDING AVE

Theresa Woodcock 128 Wilding

Scott & Rose Watson 314 East Balfour

Trevor Zezza 313 East Balfour

It & C McColeman - 705 Douglas St.

Mike Hanchuk - 360 GOULAIS AVE

Judi Hanchuk - 360 GOULAIS AVE.

Anna Spinard 364 " "

Dave Wierzbicki 374 Goulais Ave

Pamela Wierzbicki 370 Goulais Ave.

Linda Wierzbicki 374 Goulais Ave.

Virjo Apina 242 East Balfour

W [illegible] 254 EAST BALFOUR ST.

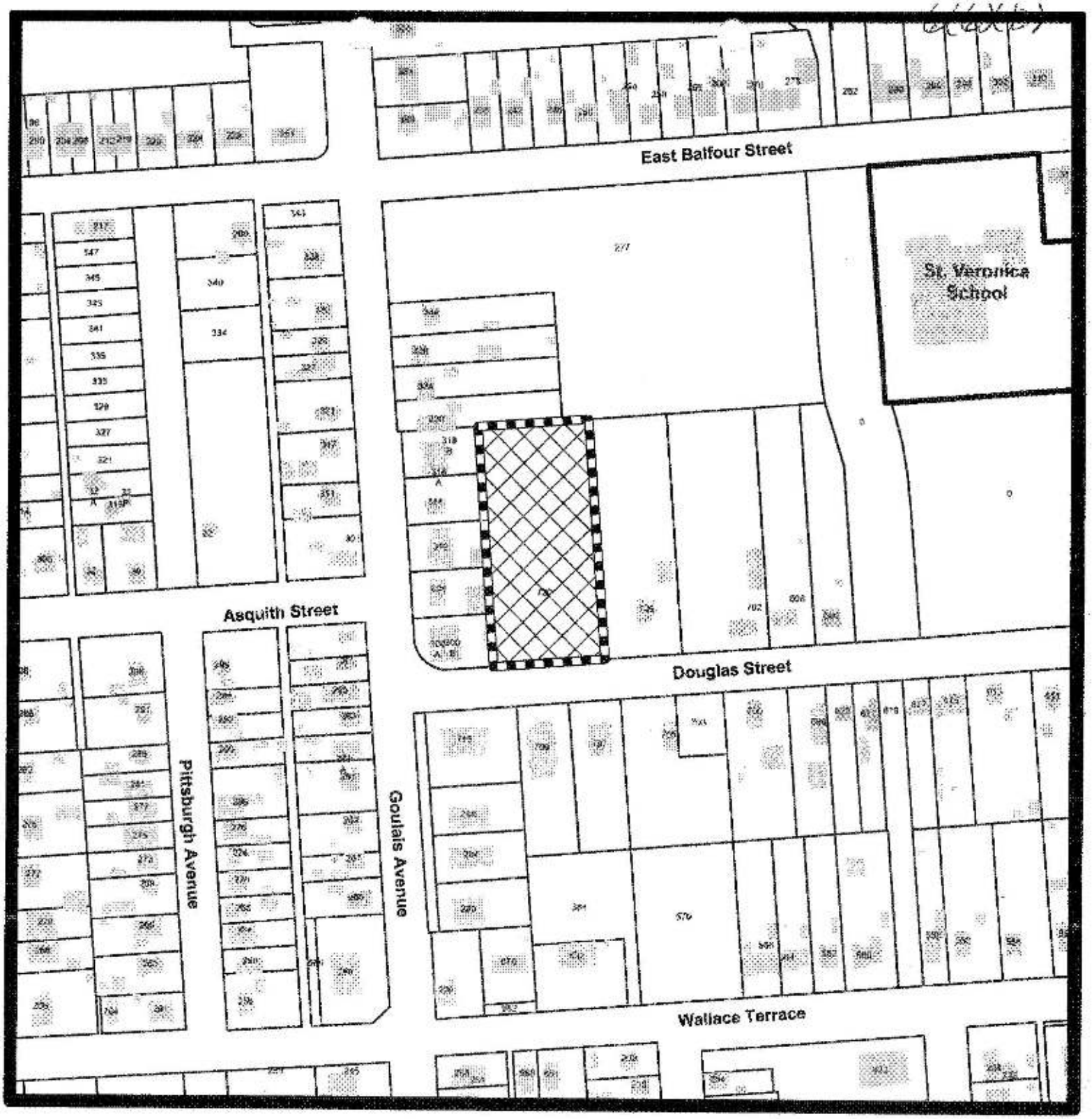
Carlo Petrone 262 EAST BALFOUR AVE

George Kolibas - 258 " "

Effie Lavallee 700 Douglas St.

6(6)(b)

Sr. No.	Name	Address	Signature
1	William Schill	304 Goulais Ave	
2	A Schill	304 Goulais	
3	Sandra Mucci	312 Goulais	Sandra Mucci
4		320 Goulais Ave	
5		324 Goulais Ave	
6		334 Goulais Ave	
7			
8	Ann Heslip	317 Goulais Ave	
9	Glenn Charlebois	301 Goulais Ave	
10	Gerry Robert	300B Goulais Ave	
11	Toni Nisbet	300A Goulais Ave	
12	Paul Bouchard	298 Apt B Goulais Ave	
13	Brian Kleiman	617 Douglas	
14	Carolene Nowicki	700 Douglas St	
15			
16			



SUBJECT PROPERTY MAP

720 DOUGLAS STREET

Planning Application A-17-13-Z

N

METRIC SCALE
1 : 2500

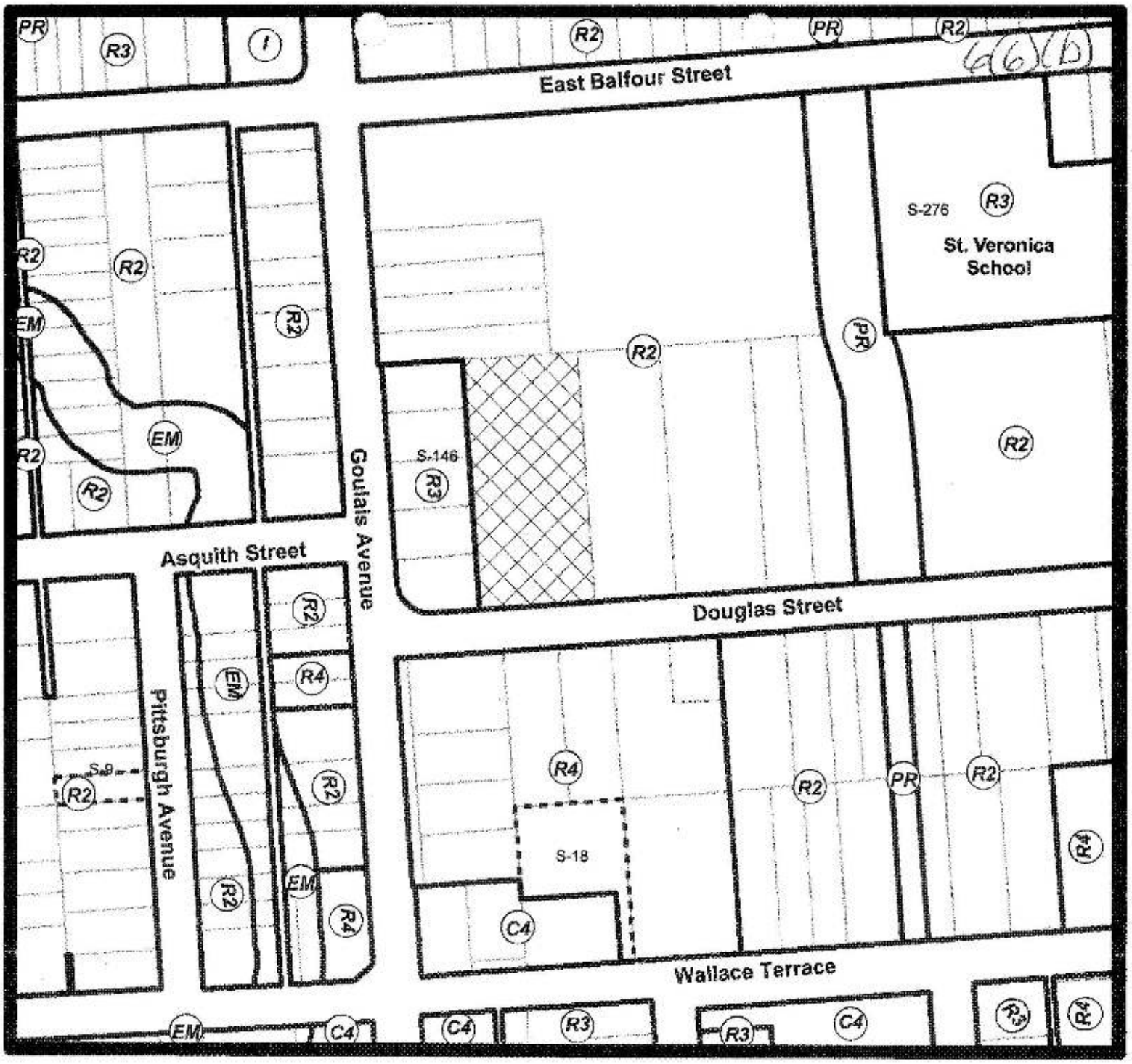
MAP REFERENCE
54 & 1-70

MAIL LABEL ID
A-14-13-Z

ROLL NUMBER
060-007-061-10

LEGEND

Subject Property = 720 Douglas Street



EXISTING ZONING MAP

720 DOUGLAS STREET

ROLL NUMBER
060-007-061-10

MAIL LABEL ID
A-14-13-Z

MAP REFERENCE
54 & 1-70

METRIC SCALE
1 : 2500

Planning Application A-17-13-Z

- Subject Property = 720 Douglas Street
- R2 - Single Detached Residential Zone; R2hp
- R3 - Low Density Residential Zone
- R4 - Medium Density Residential Zone
- C4 - General Commercial Zone
- I - Institutional Zone
- EM - Environmental Management Zone
- PR - Parks and Recreation Zone
- 3-# = Special Exception Zoning



2012 ORTHO PHOTO

720 DOUGLAS STREET

Planning Application A-17-13-Z

LEGEND

Subject Property = 720 Douglas Street

METRIC SCALE
1 : 2500

MAP REFERENCE
54 & 1-70

MAIL LABEL ID
A-14-13-Z

ROLL NUMBER
060-007-061-10

6(6)(c)

Jerry Dolcetti, RPP
Commissioner

Donald B. McConnell, RPP
Planning Director

THE CORPORATION OF THE CITY OF SAULT STE. MARIE CANADA

ENGINEERING & PLANNING
DEPARTMENT

Planning Division

2013 08 12

Mayor Debbie Amaroso and
Members of City Council

RE: A-18-13-SPC
Site Plan Control Designation
545 Second Line West (Rear); 152, 155, 164, 169, 173 Vivian Avenue

PURPOSE

The purpose of this application is to designate the subject properties as areas of Site Plan Control.

PROPOSED CHANGE

The subject properties are zoned "R3", (Low Density Residential) zone. There will be no change to the proposed zoning.

Subject Property:

- Location – Interior lands located at the intersection of Connaught Avenue and the un-open portion of Vivian Avenue (see subject property map). Civic No. 545 Second Line West (Rear); 152, 155, 164, 169, 173 Vivian Avenue.
- Size – Irregular
- Present Use – Vacant Residential
- Owners – Carlo and Giovanna Gervasi

BACKGROUND

The owners are looking to develop a series of rental townhouse units on the subject properties, which are a permitted use. To facilitate this development, the owners of these lands recently severed the rear portion of 545 Second Line West, and conveyed it to 152 Vivian Avenue. The result of this was the establishment of a larger development area for the proposed townhouse development. At the Committee of Adjustment hearing, Planning provided comments to the Committee stating that this type of development should be reviewed and implemented through a Site Plan Control Agreement. As such, the Committee

of Adjustment approved the severance request conditional on the subject properties being designated as an area of Site Plan Control.

ANALYSIS

It is staff's intention to review higher density residential development through the Site Plan Control process. Due to scale of these developments, there are usually site design issues that should be reviewed by staff, such as building layouts, parking, traffic access, site servicing, landscaping and amenity space.

In a future set of amendments to the Zoning By-law, Planning staff will be identifying all properties zoned for higher density residential and recommending they be designated as areas of Site Plan Control. Until those amendments are finalized, staff is recommending these sites be designated on a case-by-case basis, usually when some other form of development approval is required, such as a Committee of Adjustment minor variance or severance application.

It should also be noted that to facilitate the proposed development, the owners of the properties have approached the City's Legal Department about purchasing the un-opened portion of Vivian Avenue. That process is still on-going and the potential sale will be brought back to Council at a later date.

Consultation

Staff met with the subject property owner prior to the Committee of Adjustment hearing to review the proposed development and provide preliminary comments. At that time, Planning staff indicated that the type of development proposed should proceed by way of a Site Plan Agreement. When the severance application was before the Committee of Adjustment, staff reiterated those comments and the Committee included this requirement as a condition of approval.

IMPACT

There are no significant impacts on municipal services resulting from the approval of this application.

STRATEGIC PLAN

Approval of this application is not related to any activity identified in the City's Corporate Strategic Plan.

RECOMMENDATION

That City Council approve a by-law, designating the subject properties as an area of Site Plan Control.

Respectfully submitted,

Stephen Turco, MCIP, RPP
Planner

Recommended for approval,

Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,

Jerry Dolcetti, RPP
Commissioner Engineering & Planning

ST/ps

attachment(s)

RECOMMENDED FOR APPROVAL

Joseph M. Fralesi
Chief Administrative Officer

Data\APPL\REPORT\A-18-13-SPC docx

6(6)(c)



Area to be Designated Subject to Site Plan Control (SPC)

VIVIAN AVENUE AT CONNAUGHT AVENUE

- *Subject Property - Vivian Avenue*
- *Parcel Fabric*
- *R2 - Single Detached Residential Zone, R2hp*
- *R3 - Low Density Residential Zone*
- *R4 - Medium Density Residential Zone*

The Corporation of the City of Sault Ste. Marie
Engineering & Planning Department
Planning Division
August 01, 2013

This map is for general reference only
For official mapping, see the Engineering and Planning Department
Orthophoto: Spring 2012 25cm
Projection Details:

NAD 1983 UTM Zone 16N
GCS North American 1983

0 2.5 5 10 Meters
1:800

6(6)(d)

Jerry Dolcetti, RPP
Commissioner

Donald B. McConnell, RPP
Planning Director

ENGINEERING & PLANNING
DEPARTMENT

Planning Division

2013 08 12

Mayor Debbie Amaroso and
Members of City Council

RE: A-19-13-SPC
Site Plan Control Designation – 550 Second Line East

PURPOSE

The purpose of this application is to designate the subject properties as areas of Site Plan Control.

PROPOSED CHANGE

The subject properties are zoned M2, Medium Industrial zone. There will be no change to the proposed zoning.

Subject Property:

- Location – Located approximately 300 meters west of the Intersection of Great Northern Road and Second Line East. Civic No. 550 Second Line East.
- Size – Approximately 99m (325') frontage by 122m (400') Depth; 1.2 ha (2.9 acres)
- Present Use – Vacant Industrial
- Owners – Roofmart (Canada) Limited

BACKGROUND

The owners have recently purchased the property, and will be utilizing the site for a building supply store, which is a permitted use in an "M2" zone. To accommodate the re-use of the building, Roofmart recently applied to the Committee of Adjustment to reduce the required amount of front yard landscaping. At the Committee of Adjustment hearing, Planning staff provided comments to the Committee stating that a landscape plan should be provided, illustrating the amount and type of landscaping that will be used to off-set landscape deficiency requested by the applicant. Given the Official Plan policies that encourage a high standard of design on arterial roads, the implementation of the landscaping should be reviewed and formalized through a Site Plan Control Agreement.

The Committee of Adjustment approved the minor variance request, reducing the required amount of front yard landscaping, conditional on the subject property being designated as an area of Site Plan Control.

ANALYSIS

Recently, the City approved a design guideline which encourages a higher standard of site design for commercial development. Given the site's location on a major arterial road, Planning staff was of the opinion that the reduced landscape area approved by the Committee should be compensated by a higher standard of landscaping (i.e. quality vs. quantity). To ensure a higher standard of landscaping in the front yard, a Site Plan Agreement will be processed, and as part of this, a landscape plan will be prepared by a professional landscape consultant. Once a landscape plan has been prepared to the satisfaction of the Planning Director, the landscaping shown on the plan will be formalized as part of the Site Plan Agreement.

Consultation

At the time of the Committee of Adjustment hearing to review the proposed reduction in front yard landscaping, Planning staff indicated that the development proposed should proceed by way of a Site Plan Agreement to ensure a review of appropriate landscaping provisions.

IMPACT

There are no significant impacts on municipal services resulting from the approval of this application.

STRATEGIC PLAN

Approval of this application is not related to any activity identified in the City's Corporate Strategic Plan.

RECOMMENDATION

That City Council approve a by-law, designating the subject property as an area of Site Plan Control.

6(6)(d)

Respectfully submitted,

Stephen Turco, MCIP, RPP
Planner

Recommended for approval,

for Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,

for Jerry Dolcetti, RPP
Commissioner Engineering & Planning

ST/ps

attachment(s)

RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

(46.d)



Area to be Designated Subject to Site Plan Control (SPC)

550 SECOND LINE EAST

- *Subject Property - 500 Second Line East*
- *Parcel Fabric*
- *M2 - Medium Industrial Zone: M2hp*
- *I - Institutional Zone*

The Corporation of the City of Sault Ste. Marie
Engineering & Planning Department
Planning Division
August 01, 2013

This map is for general reference only.
For official mapping, see the Engineering and Planning Department
Orthophoto: Spring 2012 25cm
Projection Details:

NAD 1983 UTM Zone 16N
GCS North American 1983

0 2.5 5 10 Meters
1:300

6(6)(e)

Jerry Dolcetti, RPP
Commissioner

Donald B. McConnell, RPP
Planning Director



ENGINEERING & PLANNING
DEPARTMENT

Planning Division

2013 08 12

Mayor Debbie Amaroso and
Members of City Council

RE: Proposed Rental Housing Community Improvement Plan

PURPOSE

Section 28 of the Planning Act and Section 365.1 of the Municipal Act allow municipalities to issue grants or loans, or provide property tax assistance to registered owners, assessed owners or tenants of lands within a Community Improvement Plan (CIP) Project Area.

City Council has used this authority twice previously. The first was to encourage development in the downtown and the second was to encourage new industrial development throughout the community. Collectively, these two programs assisted in generating more than $30 million in new private development.

The attached proposed Rental Housing Community Improvement Plan has been designed to increase the city's inventory of rental accommodation. Generally, the development of new rental accommodation in buildings of four or more units will be eligible for declining tax assistance over a three-year period. A further one year of tax assistance may be provided for those buildings which provide facilities to support assisted living programs and which create barrier free units beyond the current requirements of the Ontario Building Code.

This report requests that City Council authorize public notice of the proposed Rental Housing CIP.

BACKGROUND

Prior to 1986, 28 percent of the community's total housing was rental units.

Between 1986 and 2006, the last year for which census data is available, total housing stock increased by 4,195 units of which only 650 units or 15% were rental units.

Between 2006 and 2012 only 87 apartment units in buildings of more than 4 units were constructed representing only 11% of the 824 housing units built during this time. Of these, 49 units benefited from the Downtown CIP program. An additional 11 units were constructed with

Provincial funding assistance. In summary, during the past few years very few apartment units have been created without some type of incentive.

Between 2006 and 2012, the average vacancy rate in Sault Ste. Marie was 1.4% whereas a 3% vacancy rate is considered indicative of a healthy rental market.

The development of additional rental units is important to provide for a range of housing types to match residents' needs; to ensure that the overall supplying of affordable housing is maintained; and to provide good short term housing options for persons wishing to move to Sault Ste. Marie. This is consistent with and supports our proposed Official Plan housing policies as described in the attached Rental Housing Community Improvement Plan.

ANALYSIS

Many other communities in Ontario have used similar programs to encourage development.

Peterborough has created a CIP to encourage the development of residential development in their central area. The Peterborough program provides a rebate of up to 100 percent of the increase in the municipal taxes for years one through five of the program, decreasing to 20 percent in year nine. Peterborough will also provide a grant to property owners who redevelop existing properties into residential units of up to $10 per square foot of living space.

The City of London provides a tax rebate for downtown residential development of 70 percent in the first year declining by 10 percent each year thereafter. London also waives development charges, all permit application fees and parking requirements.

Welland Ontario provides a tax increment equivalent grant of up to 80 percent of the increased municipal taxes during the first two years, 70 percent in years 3 and 4, 60 percent in year 5 and decreasing to 10 percent in year 10.

Windsor provides for a 10 year program that may equal 100% of the tax increase in the first year and declines on a phased basis over 10 years.

Ottawa has a program that is offered for an initial five years at 70% with an option to extend the grant for another 5 years at 70%.

Kitchener has a three year program equal to 50% of the increase for three years.

Many communities also waive building and planning application fees to encourage development. This approach is not recommended.

The proposed Sault Ste. Marie Rental Housing Community Improvement plan (attached) provides for a tax rebate of up to 75% of the increase in municipal taxes in year one which then declines to 25% in year three.

An additional incentive is proposed. Projects which provide facilities that contribute to an improved assisted living environment such as additional spaces for nurses, physiotherapists,

social service agencies or personal support workers and which exceed the minimum number of required barrier free units will be eligible for up to one additional tax grant year.

IMPACT

A Community Improvement Plan is a favorable incentive with little expense to the City. The subject sites are underutilized today and make a tax contribution which reflects their current value. Without an incentive to invest, the situation is unlikely to change. While the municipality forgoes the tax increases of redeveloped property in the short term, the investment has spawned economic activity, produced much needed rental housing, and will eventually contribute a higher level of taxation.

STRATEGIC PLAN

Approval of this request would support the City's Downtown Development Initiative.

SUMMARY

Since 2006, the City's apartment vacancy rate has been approximately half of the Ontario average and well below what is considered a healthy rate. To increase the municipality's inventory of rental units, a Community Improvement Program is proposed based on providing tax rebates for new rental housing.

This program would provide for tax rebates on a declining basis over a three-year period with an additional incentive where facilities to support assisted living programs and additional barrier free units are constructed.

Staff from the Ministry of Municipal Affairs and Housing have reviewed the draft document and recommended minor changes which have been incorporated into the attached proposed Rental Housing Community Improvement Plan.

RECOMMENDATION

That City Council approve the proposed Rental Housing Community Improvement Plan.

Recommended for approval,

Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,

Jerry Dolcetti, RPP
Commissioner Engineering & Planning

DM/ps
attachment(s)

Data\APPL\REPORT\Rental Housing CIP Covering Report.docx

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

6(6)(e)

SAULT STE. MARIE

PROPOSED RENTAL HOUSING COMMUNITY IMPROVEMENT PLAN

Legislative Authority

Section 28 of the Planning Act, Sections 106 and 365.1 of the Municipal Act allow municipalities to issue grants or loans, or provide property tax assistance to registered owners, assessed owners or tenants of lands within a Community Improvement Plan (CIP) Project Area.

Section 28(2) of the Planning Act and Part VII (Implementation) of the City's Official Plan allow City Council to designate the whole or any part of the area covered by the Official Plan as a Community Improvement Project Area. On February 6, 2006 City Council approved By-law 2006-32 to designate the entire municipality as a Community Improvement Project Area.

This Rental Housing Community Improvement Plan has been prepared as permitted by Section 28(4) of the Planning Act and includes the authority for City Council to make grants or loans, in conformity with the Community Improvement Plan, to registered owners, assessed owners and tenants of lands and buildings within the Community Improvement Project Area for eligible costs as permitted by Section 28(7) of the Planning Act.

Section 28(7.1) of the Planning Act defines eligible costs to include costs related to environmental site assessment, environmental remediation, development, redevelopment, construction and reconstruction of land and buildings for rehabilitation purposes or for the provision of energy-efficient uses, buildings, structures, works, improvements or facilities.

Public Notice of City Council's intent to adopt the Rental Housing CIP will be published in accordance with Section 28(5) of the Planning Act.

The Challenge

Prior to 1986, 28 percent of the community's total housing was rental units.

Between 1986 and 2006, the last year for which census data is available, total housing stock increased by 4195 units of which only 650 units or 15% were rental units.

Rental Housing CIP Incentive Program

To be eligible for the proposed financial incentive described below, the following criteria will be applied:

- The participant's operation must be located on property located within the City of Sault Ste. Marie that is zoned to permit apartment buildings in Zoning By-law 2005-150.

- A significant total project investment is required, creating a minimum of four new rental units.

Eligible program participants include registered owners, assessed owners, tenants and assignees as identified in Section 28(7) of the Planning Act.

Subject to City Council approval, the following financial incentive tool (the program) may be used to encourage new development and the rehabilitation of lands and buildings that meets the eligibility criteria within the Project Area:

Rental Housing Tax Increment Equivalent Grant Program

The Rental Housing Tax Increment Equivalent Grant Program will provide a grant to property owners who undertake the development or redevelopment that results in a reassessment of the property. The amount of the grant would be determined based upon the incremental increase in the municipal taxes.

A Tax Increment Equivalent Grant (TIEG) is generally delivered as a "pay as you go" grant - meaning the owner is responsible for the up-front remediation and redevelopment costs. Each eligible year, the owner must pay the property taxes in full. Afterward, the municipality will provide to the registered owner a grant equal to a portion of the tax increment.

A TIEG is a favorable incentive with little expense to the City. The subject sites underutilized today make a tax contribution which reflects their current value. Without an incentive to invest, the situation may be unlikely to change. While the municipality forgoes the tax increases of redeveloped property in the short term, the investment has spawned economic activity, produced much needed rental housing, and possibly revitalized building stock and will eventually contribute a higher level of taxation.

Grants are equal to a percentage of the municipal tax increment on a declining rate basis for a maximum 4 year period. When an approved project is complete, a grant will be paid annually by the City to the eligible applicant following the full payment of property taxes. In year one, the grant to the approved applicant may equal 75 percent of the incremented taxes for the subject property. Year 1 is

defined as the first full calendar year in which taxes are paid after the project has been completed and reassessed.

The grant amount for a fourth year incentive will support the inclusion of assisted living facilities and encourage developments that exceed the minimum requirements for barrier free design.

Specifically projects which provide facilities that contribute to an improved assisted living environment such as additional space for nurses, physiotherapists, social service agencies or personal support workers and exceed the Ontario Building Code minimum requirements of 10% of all new residential units in multi-unit buildings shall be designed to be barrier free. Projects meeting these requirements will be eligible for up to one additional tax grant year.

The grant amount for this program shall not exceed 75% of the increase in the municipal portion of the taxes in years one and two, decreasing to 50% in year three, and 25% in year four.

The maximum payment schedule for all Rental Housing Tax Grants Will be as follows:

Time	Basic	With Incentive
Year 1	**75%**	**75%**
Year 2	50%	**75%**
Year 3	25%	50%
Year 4		25%

In addition, eligible program participants may apply for cancellation of the educational portion of property taxes through the Province of Ontario's Brownfields Financial Tax Incentives Program (BFTIP). Provision of tax assistance for the education portion of a property tax increase is subject to application by the City to the Ministry of Municipal Affairs and Housing. Provision of the tax assistance for the educational portion of a property tax increase is limited to those costs associated with remediation.

Administration

Project incentives available under this Community Improvement Plan will be administered by a committee with representation from the City's Engineering & Planning and Finance Departments. Final approval of any assistance is subject to City Council authorization.

- An application to the City must be received prior to the application for a building permit for the project to be considered under the program.

- Property taxes must not be in arrears at the time of application.

- If the property is under an assessment appeal, the application will be held in abeyance until the appeal is resolved.

- Applicants must agree to not file a property tax appeal while receiving a grant or rebate under this program.

- Outstanding Work Orders from the City's Fire Services or Building Services Division and requests to comply shall be addressed prior to grant approval.

- Improvements made to the buildings or land shall be made pursuant to a Building Permit, and constructed in accordance with the Ontario Building Code and applicable Zoning requirements.

- Should the project fail to meet the eligibility requirements during the program, the full amount of property taxes including interest will become due and payable as if no incentives had been approved.

- Approved project incentives are applicable to the registered owner and the municipal tax assistance portion is assignable to any person to whom such an owner has assigned the right to receive the incentives such as a tenant or other assignee.

- This program may be used in combination with any other program provided that the total amount of assistance provided does not exceed the eligible costs.

- This program will remain in effect for five years but may be extended by City Council subject to appropriate review and notice.

Where the program is approved for use, the following conditions apply:

- This program would not exempt property owners from an increase in municipal taxes due to a general tax rate increase or a change in assessment for any other reason after the property has been improved.

- The property owner would be responsible for the full payment of the taxes, after which the City would provide the grant. For the time frame beyond the approval period, the owner would be required to pay the full amount of the taxes with no grant provisions.

6(6)(e)

- The tax assistance is based upon increases in property taxes as a result of development and rehabilitation, and is not based on occupancy or changes in occupancy.

- In mixed use projects, any tax assistance is limited to the residential portion of the building.

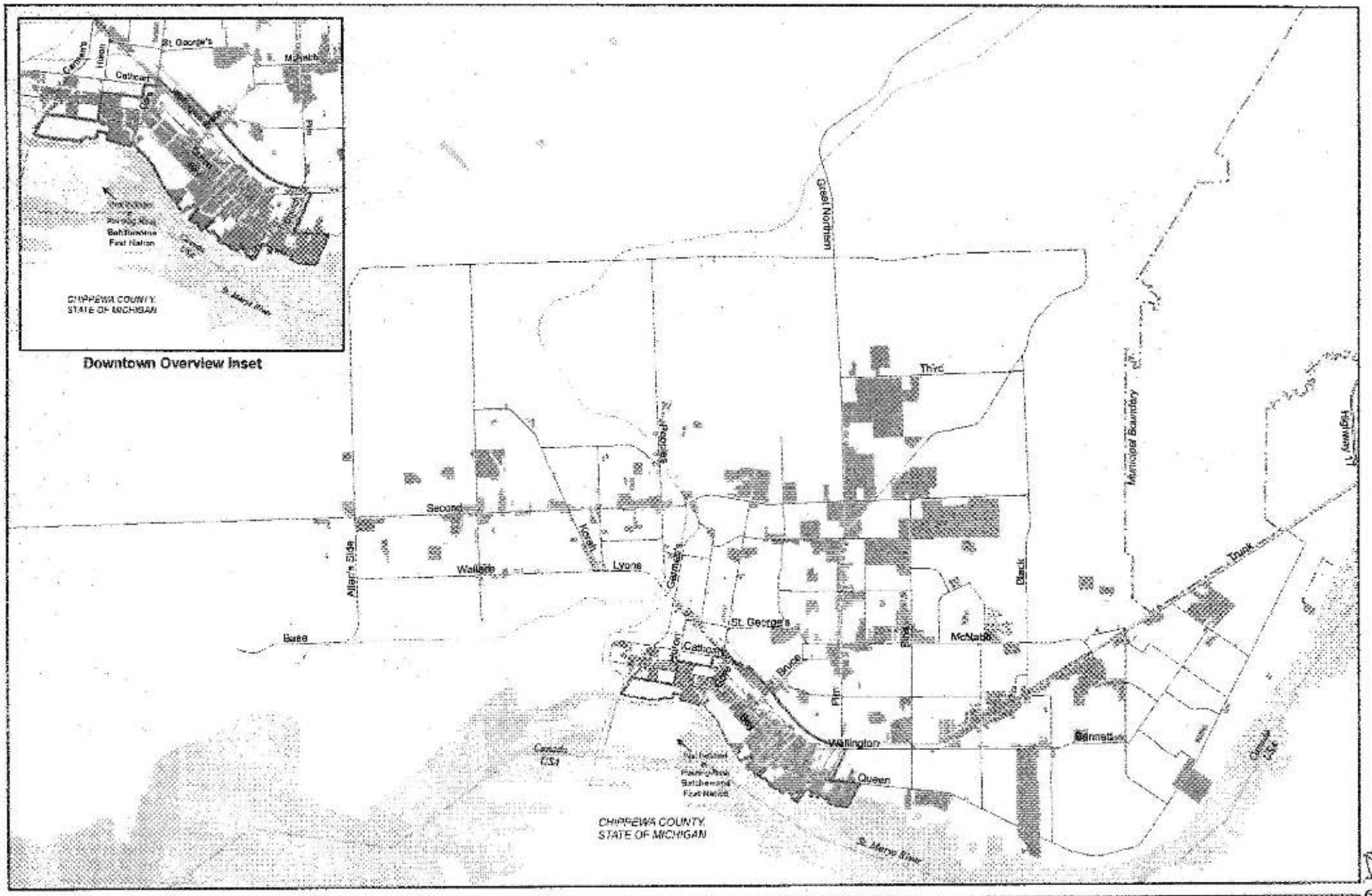
- The maximum assistance will be calculated based on the difference between the assessed value of the property prior to the date of the application for building permit and the assessed value at occupancy.

- The municipal portion of the tax assistance will be calculated after tax capping calculations have been applied as required by Part 9 of the Municipal Act.

- If the property is sold, conveyed, assigned or otherwise transferred in whole or in part before the program lapses no further assistance shall be given by the City. Nothing in this section prevents the City from entering into a new agreement with any subsequent owners of the property to receive the balance of the assistance under this program.

City Council will review this Community Improvement Plan at regular intervals to ensure that the intent and project objectives are being met. City Council may discontinue or modify all or part of the program incentives without a formal amendment to the Community Improvement Plan, provided that the variation does not exceed the original maximum credit allowed.

If a court of competent jurisdiction declares any section or part of a section of this by-law to be invalid, such section or part thereof, shall not be construed as having persuaded or influenced City Council to pass the remainder of the bylaw, and it is hereby declared that the impugned section shall be severable and distinct from the remainder of the by-law, and the remainder of the by-law shall be valid and remain in force.



SAULT STE. MARIE

PROPOSED RENTAL HOUSING
COMMUNITY IMPROVEMENT PLAN (CIP) - PROJECT AREA - APPENDIX 1

Ontario's Canada naturally gifted

The Corporation of the City of Sault Ste. Marie
Engineering & Planning Department
Planning Division
May 30, 2013

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 16N
GCS North American 1983

Project Area
Downtown (ORA 121)

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Jerry D. Dolcetti, RPP
Commissioner

Donald B. McConnell, RPP
Planning Director



ENGINEERING & PLANNING
DEPARTMENT

Planning Division

2013 08 12

Mayor Debbie Amaroso
and Members of Council

RE: Canal District – Consulting Services

PURPOSE

The purpose of this report is to recommend that City Council authorize an agreement with Greenberg Consultants Inc., (in collaboration with the Planning Partnership), to complete a strategic planning and design study for the westerly downtown area being referred to as the Canal District.

BACKGROUND

The Canal District is the westerly area of the City's Downtown area (as defined in the Official Plan) that encompasses the former St. Mary's Paper property, the Gateway Site, the OLG Casino site and the Gore Street commercial area and neighborhood. This district is an area in transition, driven by the pending re-development of the former St. Mary's Paper site, the potential redevelopment of an OLG permanent casino, and the development opportunities available on the Gateway site.

ANALYSIS

Given the above-mentioned opportunities, coupled with the imminent redevelopment of the International Bridge Plaza, and future City initiatives to revitalize the Gore Street area, the development potential in this area is of critical importance. Accordingly, any future development in this area should be guided in a manner that ensures that the developments complement one another, and that these developments are physically integrated (i.e. pedestrian, cycling and vehicle connectivity) within the larger downtown area.

It is for this reason that staff is requesting Greenberg Consultants Inc., (in collaboration with the Planning Partnership) be retained to prepare a study that would guide the future redevelopment of this area. Mr. Greenberg is a renowned architect and urban design professional that has provided design guidance to a number of redevelopment projects across North America. Recently, Mr. Greenberg was retained by Destiny Sault Ste. Marie to provide initial comments of the proposed redevelopment opportunities within the Canal District.

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The Planning Partnership is also a multi-discipline planning and design firm that has prepared a number of neighborhood design plans across North America, including the Distillery District in Toronto, where a number of former industrial buildings were re-purposed for a mix of different uses. (A summary of experience for both Greenberg Consultants Inc., and The Planning Partnership are attached elsewhere in the agenda).

A summary of the Canal District opportunities, as well as the rational for pro-active design guidance is provided below:

Former St. Mary's Paper Site

The redevelopment of the former St. Mary's Paper site is ongoing, as much of the industrial buildings, with the exception of the historic sandstone buildings, have been demolished. Blueforest Ventures Inc. (formerly Riversedge) has been vigorously preparing and marketing the site for redevelopment. The goal is to accommodate a mix of uses on the site, ranging from institutional uses such as post-secondary school facilities, research and development firms, as well as residential construction. Blueforest has also been actively engaged with EDC and City staff on the possible development of a regional tourism attraction for the site (a request from the EDC to retain the consulting firm PKF to undertake a market and economic assessment of the *DESTINATION NORTH* proposal can also be found on Council's agenda). The proposed design study will assist in the future layout of the site, particularly those elements of the site that encourage public accessibility, such as the waterfront and proposed green spaces.

Gateway Site

The focus of the Gateway site redevelopment has shifted to provide the flexibility for both tourism type development as well as community oriented development such as post-secondary school facilities (i.e. satellite campuses or residences). In addition, the City has provided correspondence to OLG advising that the site could be utilized to support the development of a permanent casino, should that proposal result from the on-going modernization efforts of OLG. Given the size of the Gateway site, it is important to structure the development in a manner that encourages connectivity to the site. Negative design elements such as a "sea of parking", "lobster trap" (buildings designed to keep you inside, with largely blank exterior walls, huge parking lots) or "big box" development should be avoided. Instead, a development pattern that compliments the historic built form of the downtown area should be encouraged. At the same time, innovative design standards should be fostered to create a signature waterfront development.

Casino Site

Should the Casino site itself be redeveloped as part of the OLG modernization efforts, the eventual design should facilitate more efficient connectivity to the remainder of the downtown area. Particularly, buildings should be oriented to encourage activity between the Casino site, Queen Street, the Gateway Site, Station Mall and St. Mary's Paper redevelopment site.

Gore Street

As part of an on-going review to encourage new development in the Downtown area, City staff will be presenting a number of strategic revitalization strategies specifically targeted towards the Gore Street commercial area. These strategies will be presented as information to Council as part of a larger Downtown revitalization initiative at the September 9, 2013

Council meeting. Some of the initiatives currently being examined include tax rebates for new development, as well as business incubation and retention grants.

Gore Street, Bay Street and Queen Street Public Realm Planning

These three streets will be the glue that bonds these development sites together and encourages a connection to the larger downtown area. These streets should serve less as auto thorough-fares, and more like boulevards that encourage people to stroll from one site to another, without the need to hop in a car. A "Complete Streets" approach should be utilized for these streets, where equal design priority is placed on each pedestrian, cycling, public and vehicular transportation. By especially encouraging alternative modes of transportation in this district, it will lessen the need to create large parking areas that could potentially dominate the development sites.

IMPACT

The cost to conduct this study is $40,000. Funding for this study is requested through the Economic Development Fund allocation previously approved for the Gateway initiative. The City of Sault Ste. Marie's Gateway Committee reviewed this request and provided their support towards this initiative (please see EDC correspondence attached elsewhere on this agenda).

Staff is of the opinion that moving forward with the proposed study will assist in funding applications to both NOHFC and FedNor related to future downtown revitalization initiatives.

STRATEGIC PLAN

In the City's Strategic Plan, a second phase of the City's Downtown Development Initiative has been identified under Strategic Direction 1: Developing Solid Infrastructure. In addition, identifying feasible development opportunities for cultural and tourist attractions have been identified under Strategic Direction 3: Enhancing Quality of Life.

SUMMARY

The combination of development initiatives within the Canal District presents a once in a lifetime opportunity to create high quality integrated urban district that has the potential to both revitalize the Downtown area, and become a signature destination for both residents and tourists. It is for this reason that a coordinated planning and design approach should be utilized to ensure the developments complement one another and serve to enhance both the Downtown and the community as a whole. At this time, staff is recommending retaining expert design consultants to prepare a study that would guide the future redevelopment of this area.

RECOMMENDATION

It is recommended that City Council retain Greenberg Consultants Inc., (in collaboration with the Planning Partnership), to complete a strategic planning and design study for the westerly downtown area being referred to as the Canal District, at a cost of $40,000.

By-law 2013-157, authorizing the execution of this agreement can be found elsewhere on this evenings agenda.

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Respectfully submitted,

Steve Turco, MCIP, RPP
Planner

Recommended for approval,

Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,

for Jerry Dolcetti, RPP
Commissioner Engineering & Planning

RECOMMENDED FOR APPROVAL

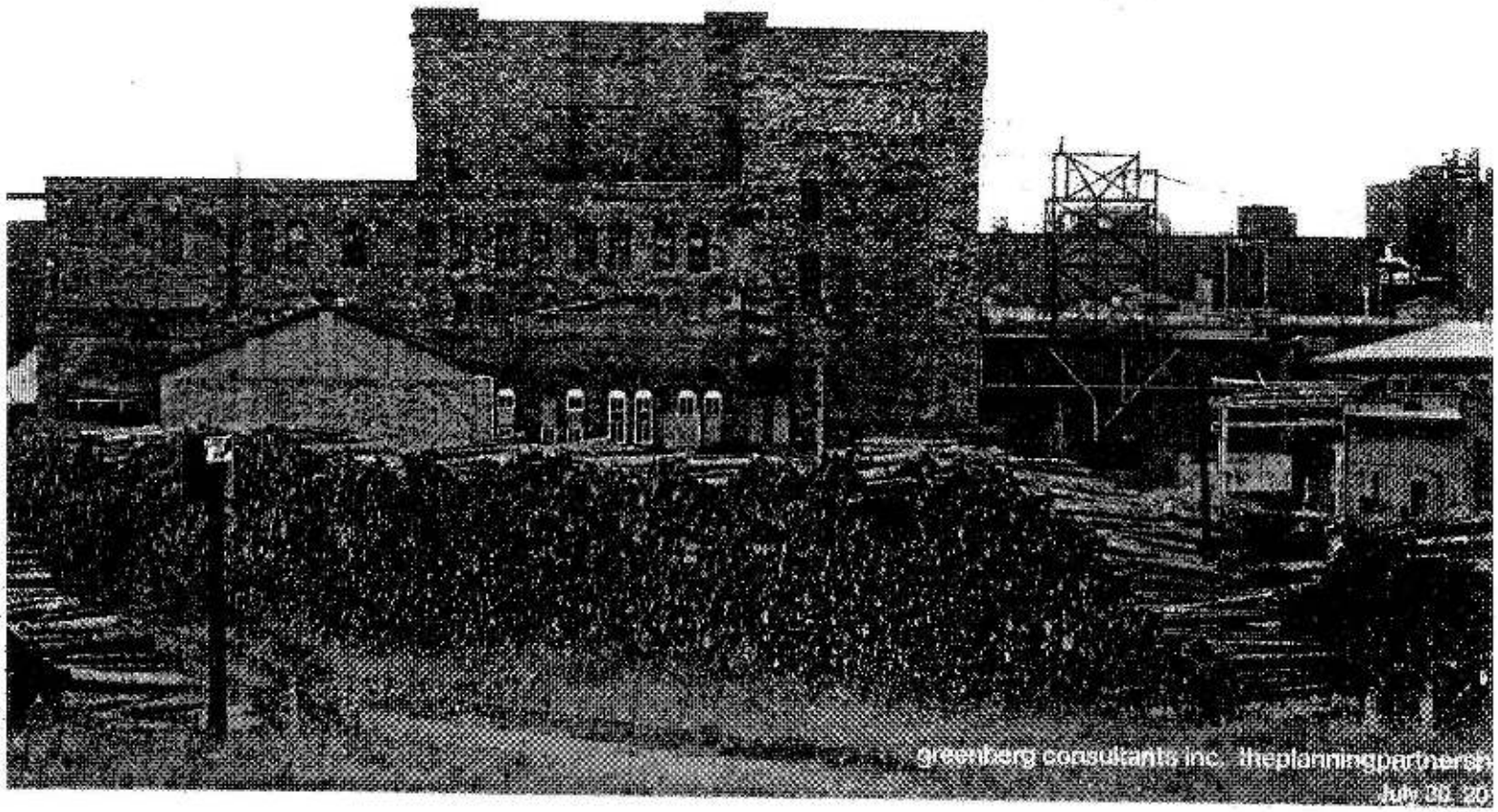
Joseph M. Fratesi
Chief Administrative Officer

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canal district master plan



greenberg consultants inc. theplanningpartnership

July 09, 20

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The Planning Partnership

Urban Design . Landscape Architecture . Planning . Communications

Attn: Don McConnel
Planning Director
City of Sault Ste. Marie

July 30, 2013

Re: Consultant Services for the Canal District Master Plan

We are pleased to submit our proposal to the City of Sault Ste. Marie for Consultant Services for the Canal District Master Plan. Our team's extensive history of working on complex public realm master plans and detailed design has allowed us to create a nuanced approach that is tailored to each project. Sault Ste. Marie is no exception, and we propose a unique and multi-layered approach that recognizes potential challenges as well as opportunities associated with transition and change with an incredible opportunity to re-purpose, and re-stitch the urban fabric posed by this riverside development. We also recognize the significance of this project not only for the historic character of the area, and the various overlapping interests with regard to land use, built form, public realm, mobility and economic and social factors; that ultimately, present a wonderful opportunity for the City of Sault Ste. Marie.

The Planning Partnership has relevant experience in two precedents referenced in the Master Plan Report including The Distillery Historic District and Don Valley Brick Works both situated in Toronto, Ontario. More specifically, working on the Landscape Rehabilitation Plan for the Distillery Historic District has provided our firm significant experience in understanding the careful and successful measures taken to make The Distillery Historic District a recognized model for redevelopment of post-industrial historic waterfront sites. We will apply this knowledge in conjunction with well-researched and relevant precedents toward the successful vision of Sault Ste. Marie's Canal Historic District.

Greenberg Consultants Inc. will be the project lead with The Planning Partnership providing public realm design, landscape architecture, policy planning, graphic design, consultation and communications support. The City of Sault Ste. Marie has established its strong commitment to transforming the municipality's approach to the public realm, especially in areas that are intensifying or changing as a result of an increasingly urban context. Our team is skilled at developing and implementing innovative strategies that balance the often conflicting demands on the public realm.

This master plan will build on several studies concerning this area that include: Gateway Site, Casino Site, Bridge Site, Traffic Flow Patterns, and the overall development of the Downtown core. It will provide a single cohesive vision of several moving parts that will undergo development over the next several years. We will focus on a variety of scales not limited to the Canal District itself, but the connections within the larger urban fabric and regional implications while softening the existing context, wherever possible, with seasonally specific, thoughtful and contextually relevant landscape treatments.

Our team holds decades of experience working in public realm planning and design throughout Ontario and beyond. We have led high profile public realm plans in the West Don Lands in Toronto, Dartmouth Cove in Dartmouth NS, and Liberty Village in Toronto. The Planning Partnership and Greenberg Consultants Inc. have collaborated on a number of projects including the Discovery District Real Estate Strategy. This expertise and familiarity with similar projects informs our approach and will enable us to develop a public realm plan for the Canal District that is place-sensitive and complete.

Our team will ensure absolute familiarity through consultation as well as approach to this task with a sensitive hand, proposing a two pronged consultation and plan development strategy. This approach is aimed at ensuring the established interests are completely understood and incorporated into our work from the outset. Gaining the trust of the neighbourhood groups, local businesses and other involved parties ensures that this process can proceed effectively, and rapidly. We have structured our team to meet the critical schedule of completing the work in four months with this two-pronged approach.

This is an exciting project and we look forward to the opportunity of being part of developing this highly unique and world class site. Thank you again for considering our team to work with you on this development.

Sincerely,

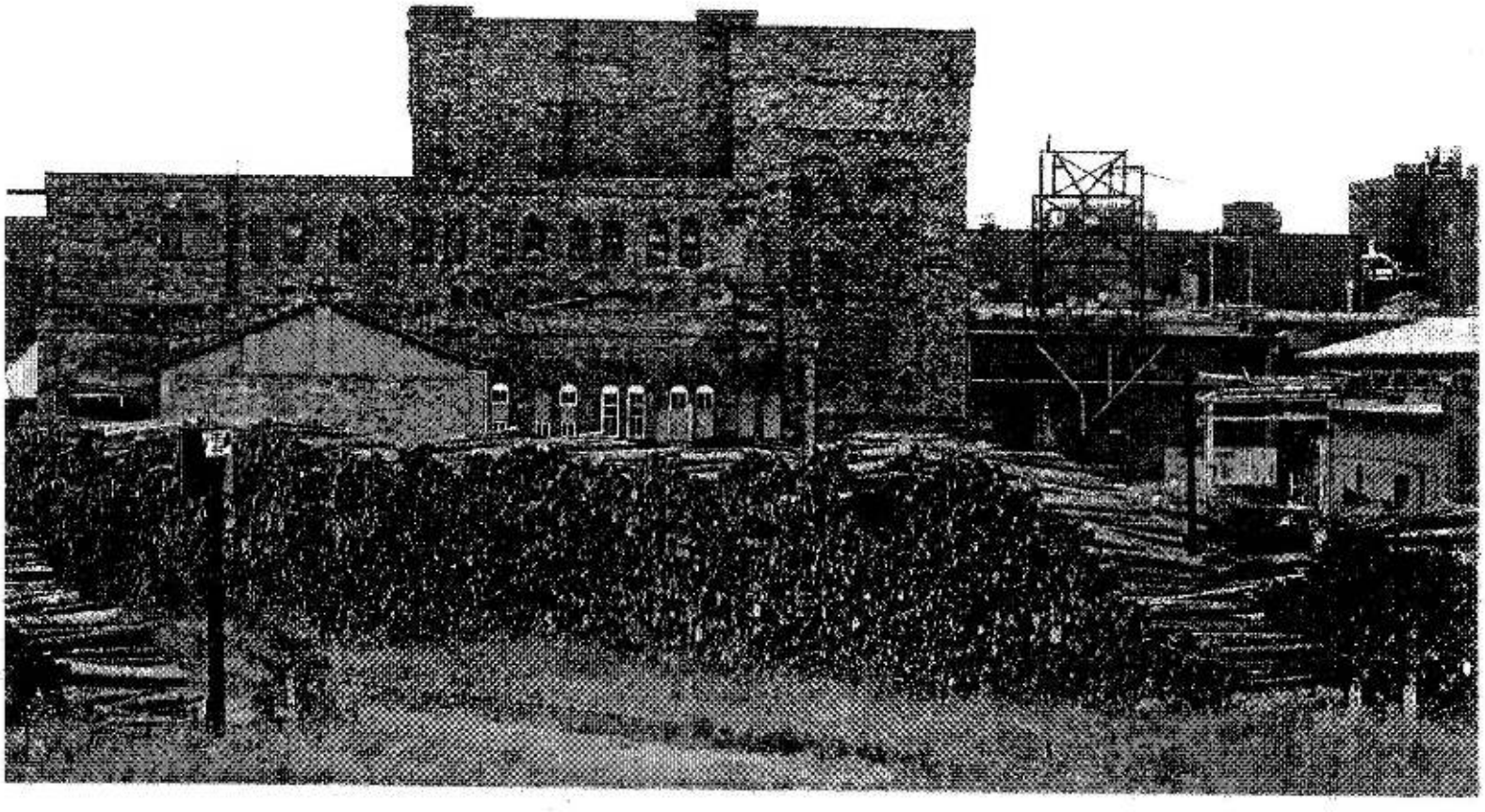
BLA, OALA, FCSLA, ASLA,MCIP, RPP
Partner
T: 416-975-1556, ex. 299
dleinster@planpart.ca

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06 experience of the proponent
company profile
relevant projects

14 experience & qualifications of key team members
project manager
key team members

16 approach, methodology & timeline
approach
methodology
timeline and fees



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We have assembled an exceptional multi-disciplinary consultant team tailored to provide the necessary creative ability, innovative thinking, technical expertise and comprehensive knowledge, coupled with an extensive history of working on successful projects in the broader Ontario area, as well as areas in the Canadian and American landscape. The Planning Partnership has enjoyed a long working relationship with Greenberg Consultants Inc. , and have recently completed the Markham Park Land Study. Our team will capitalize on over 7 years of collaborative history to ensure an efficient process.

Greenberg Consultants Inc. will be the Project Lead and the contracting entity, with areas of focus including coordinated planning and urban design.

The Planning Partnership will provide expertise for Project Management, Public Realm Design, Sustainability, Landscape Architecture, Urban Ecology, Ecosystem Restoration, and Arboriculture, Public Consultation and Communications. Led by David Leinster and Michael Ormston-Holloway, TPP will draw on its extensive experience working in Ontario with obsolescent and derilict landscapes and buildings to inform the team's approach to the project.

greenberg consultants inc.

Greenberg Consultants Inc. is an award winning Canadian urban design and planning consulting firm with a proven track record of crafting strategic frameworks that give clear urban design over time while fostering creativity of a range of participants and allowing for desirable margins of flexibility.

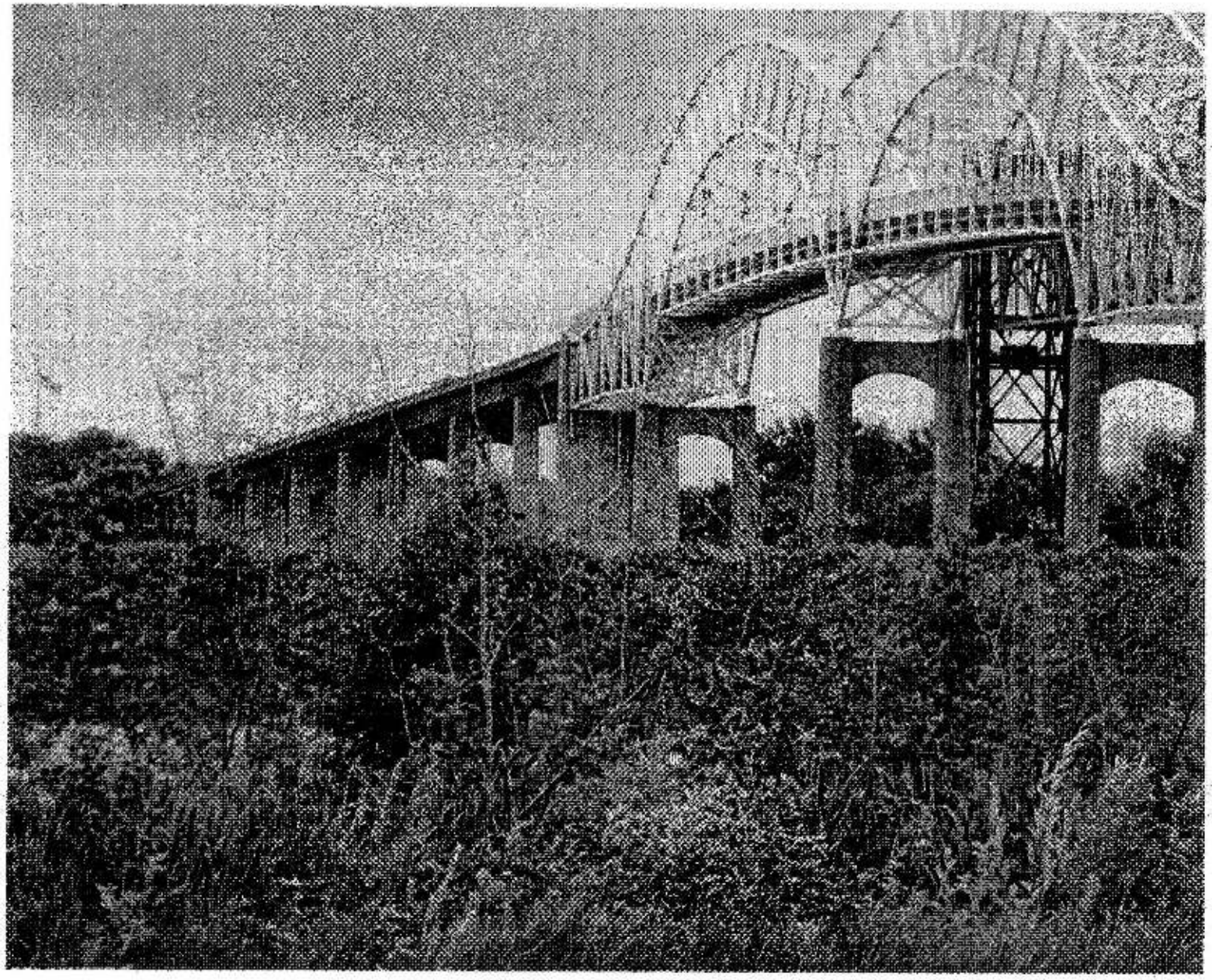
Greenberg Consultants Inc. apply creative problem-solving to managing change in all aspects of city building and re-building including land use, built form and public space, municipal infrastructure, transportation and environment. Their work ranges from leading large multi-disciplinary teams encompassing environment, transportation and economics for a broad range of clients - governments, institutions, Universities, and the development industry to strategic supporting roles. Greenberg Consultant's Inc. solutions address the full range of issues contributing to the success and vitality of towns and cities from the grouping of buildings on a single parcel of land to the patterns of a city district, from the renewal of the historic core and the adaptive re-use of obsolescent lands and buildings on urban waterfronts to the creation of new communities on the urban periphery.

At the core of their practice is a deep commitment to improving the lives of people at every level of society. This value has shaped a unique methodology body of work in which urban design goes beyond form to create a context for social connection, economic vitality, and environmental sustainability; in which the specific and authentic qualities of the local place focus and ground design strategies; in which public and private interests cooperate across traditional boundaries to create mutual benefit for their cities; and in which the examined interaction of infrastructure, individual parcels and blocks, and the public realm sets a liberating context for great architectural and landscape design.

Relevant projects in the include:

- Discovery District, Toronto
- Southeast Inlet Development Plan, Atlantic City
- Grange Park Renewal with the Art Gallery of Ontario, Toronto, ON
- Downtown 2021 Master Plan for Mississauga, ON
- Master Plan for York University, Toronto, ON
- Master Plan for Adaptive Re-Use of the Hearn Power Plant, Toronto Port, Toronto, ON
- Master Plan for the Renewal of Regent Park, a major public housing project in Toronto
- Lower Don Lands, planning for the mouth of the Don River at Toronto Harbour, addressing urban design, transportation,
- naturalization, sustainability and other ecological issues, Toronto, ON
- Saint Paul on the Mississippi Development Framework, Saint Paul, MN
- Brooklyn Bridge Park on the East River, New York, NY
- East River Waterfront in Lower Manhattan, New York, NY

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the planning partnership ltd.

The Planning Partnership (TPP) is an award winning interdisciplinary planning, urban design, landscape architecture and public consultation firm based in Toronto. The firm has a staff of 34 led by 6 partners, and was formed in 2002. TPP prepares plans, designs, policies, standards and guidelines for new and existing neighbourhoods and urban centres. TPP's collaborative approach lends to the firm's ability to tackle comprehensive planning projects from visioning through to implementation.

The Planning Partnership's portfolio includes projects throughout Ontario, and across Canada and the United States ranging in scale and contexts. The firm's work is evenly divided between the public and private sectors, allowing for a balanced perspective on development economics and processes. TPP often develops design standards for municipalities and will utilize this experience for this study.

Particularly relevant to this project, TPP has completed a number of complex community planning projects involving a myriad of stakeholders that necessitated creative and innovative solutions to consultation, public realm design, urban design, transportation and landscape design

Examples include:

- Bloor Yorkville BIA Planning Framework and Implementation Strategy, Toronto
- West Don Lands Public Realm Master Plan, Toronto
- Regent Park Public Realm Master Plan, Toronto
- Liberty Village Urban Design and Public Realm Guidelines
- Toronto Entertainment District Urban Design and Public Realm Guidelines
- Downtown Mobility Study, Ottawa
- Measuring the Sustainability Performance of New Development, City of Vaughan, City of Brampton, Town of Richmond Hill
- State of the Village -Church Wellesley Urban and Public Realm Guidelines,
- Downtown Halifax Design Guidelines
- Greensborough Community, Markham, Ontario
- Distillery Historic District Landscape Rehabilitation Plan
- Goderich Master Plan & Courthouse Square Park Implementation Strategy
- Caledonia Waterfront Master Plan



Company contact person:
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The projects summarized on the following pages are similar in scope and magnitude to the Canal District Master Plan and have been completed in the previous five years. Our team has provided imagery on this page to correspond with project descriptions.

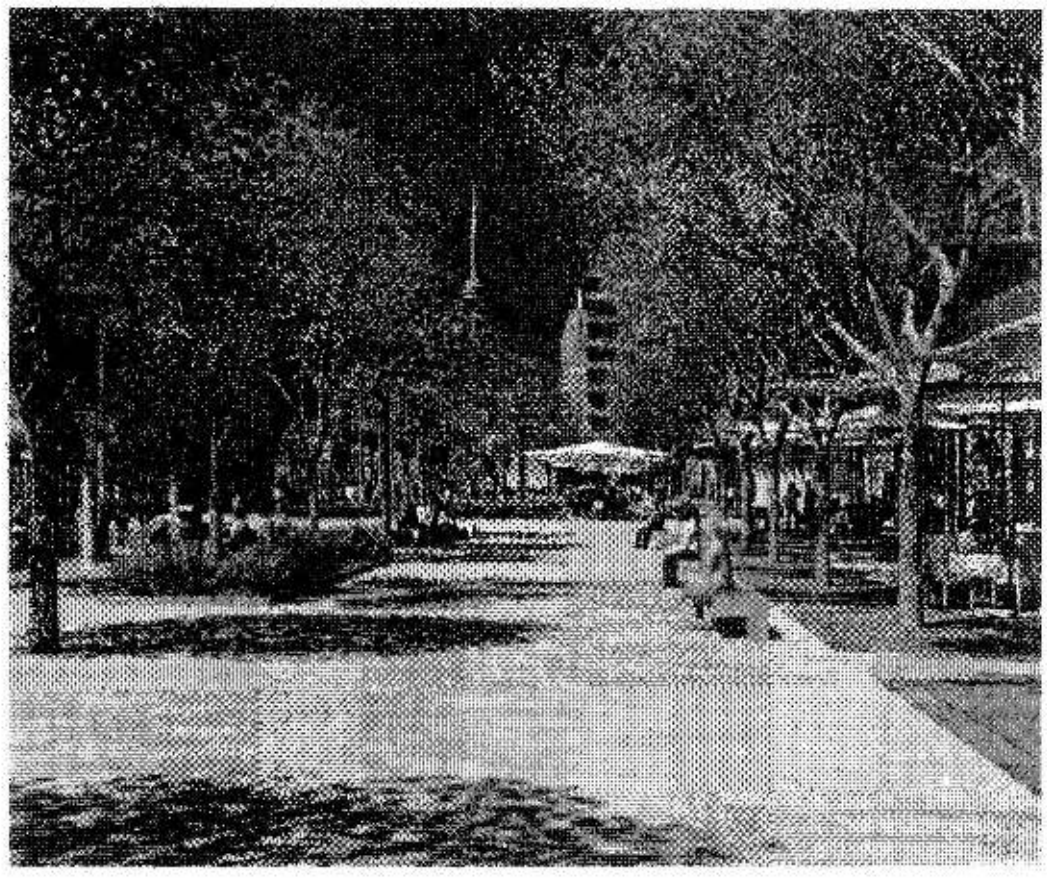
downtown moves, the ottawa mobility plan



This project is relevant because it demonstrates the team's ability to collaborate with the broad range of stakeholders – City staff, Councillors, NCC, interest groups, residents, business operators, - to achieve broad based support for complex initiatives

Delcan and The Planning Partnership prepared a planning and design initiative to produce an integrated urban and public realm design and transportation strategy for Downtown Ottawa's street network, leveraging the opportunities that will be created by the new Confederation Line underground LRT route and the significant reduction in area bus traffic that will result. The strategy pursues a spatial and functional balance among the street users that is in keeping with the City's desire for its streets to be highly coveted public spaces as well as effective mobility routes conducive to active transportation and transit as priority modes. The goal is create a contemporary street network that will make a worthy contribution to the continuous improvement of the Nation's Capital.

west donlands public realm master plan



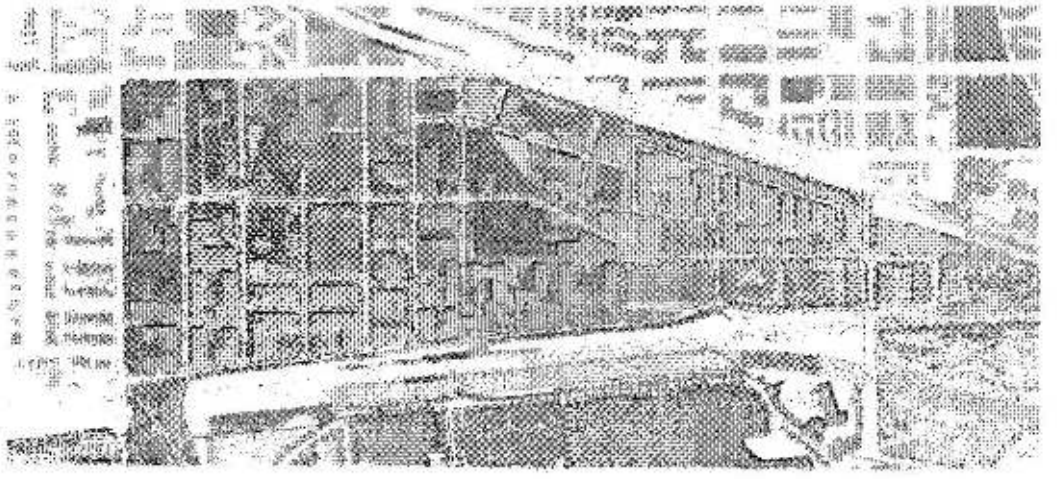
This project is relevant because of the innovative approaches to street design, including the City's first side loaded streetcar street, the City's first Wooners and the City's first application of unit paver main street. The project also includes the implementation of a public art master plan and sustainability plan.

The Planning Partnership is currently leading the design team on the implementation of the public realm master plan for the emerging community of the West Don Lands for Waterfront Toronto. The streets, parks and open spaces of the future community will form a critical part of an emerging green vision for this waterfront neighbourhood. A richly layered program of public art, a hierarchy of tree lined streets, intimate parks and innovative sustainability objectives will be defining characteristics of this ground breaking community. The West Don Lands is a LEED-ND Pilot project and site of the Athlete's Village for the 2015 Pan-Am Games.

Front Street East is a new high street + park designed as the innovative commercial centre piece for the West Don Lands. Front Street East sets new standards for streets in Toronto and has been identified by the City as an urban "pilot project". This work has been documented to a tender ready state, awaiting the award of the adjacent Athletes' Village building project. Infrastructure Ontario, in conjunction with waterfront Toronto will be responsible for the final delivery of the project slated for completion in late 2014.

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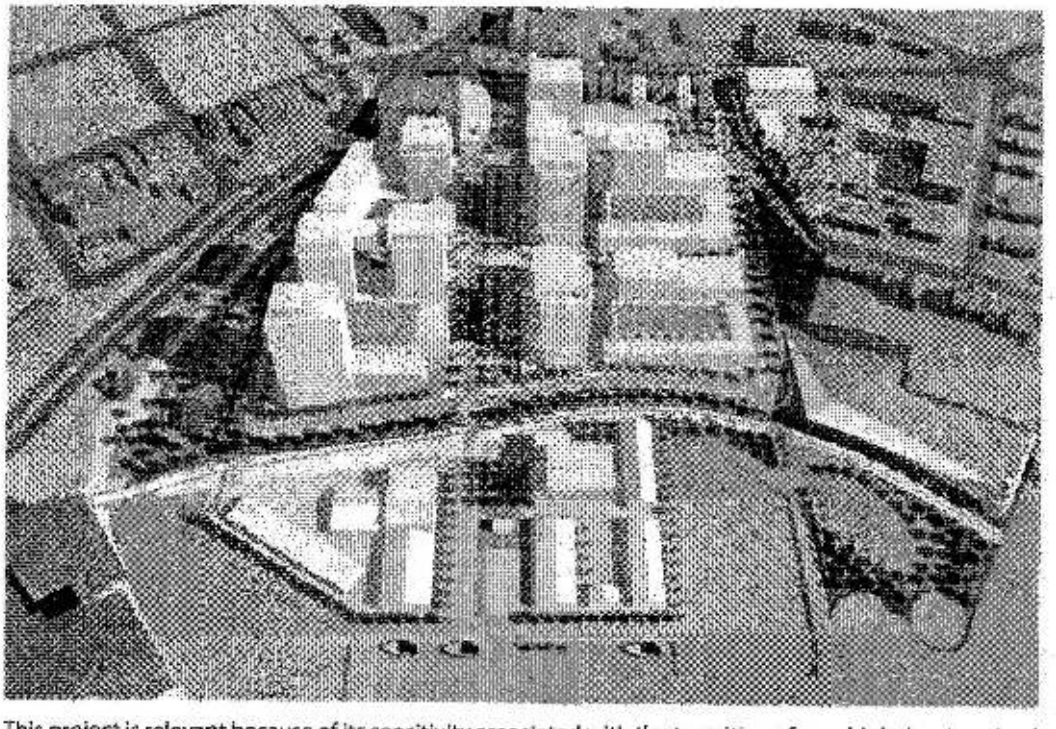
liberty village master plan



The project is relevant because of its innovative approaches to public realm design including publicly accessible private open spaces. It is also relevant because of the rigorous consultation with a very involved and committed residents group.

The Planning Partnership was retained by the Liberty Village BIA to prepare a Master Plan that establishes a vision and defines a direction for the long-term enhancement and development of Liberty Village. The Master Plan provides a comprehensive guide for land use, building design, circulation and streetscape and open space improvements with the goal of achieving a healthy and vibrant community in which to live, work and play. The Plan will help to chart the course for area improvements by setting priorities, amending policies, and identifying necessary actions and investments to bring the vision to fruition. The Master Plan process includes an extensive consultation program based around a series of interactive community workshops, stakeholder meetings and large community events.

dartmouth cove

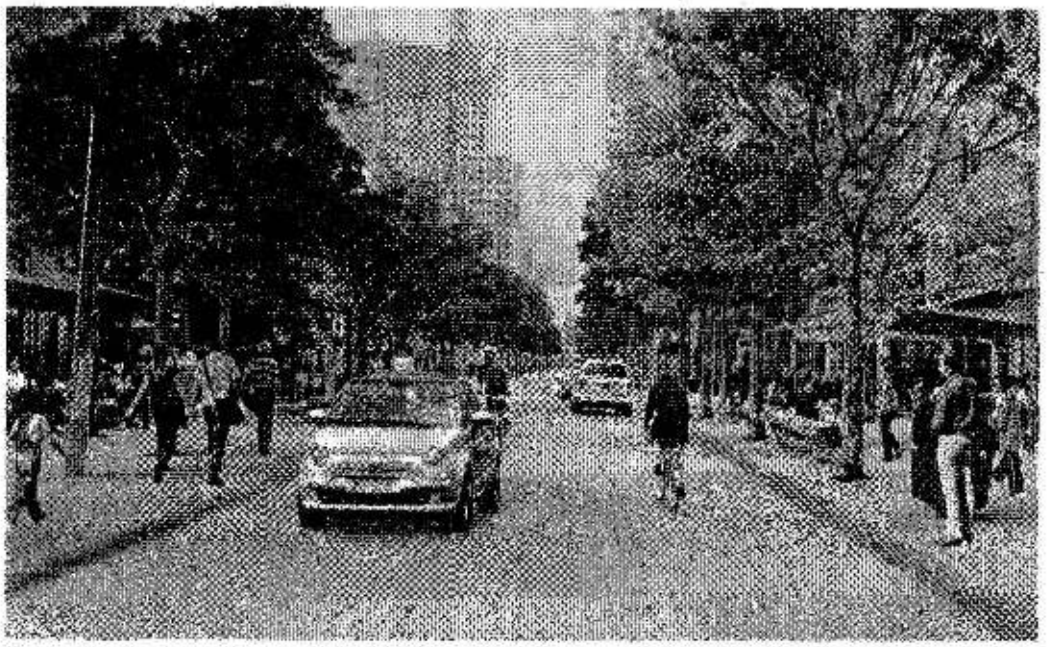


This project is relevant because of its sensitivity associated with the transition of new high density mixed use development adjacent to historical low density residential and main street urban fabric. The plan has garnered significant support from both the surrounding neighbourhoods and the municipal staff and politicians.

In January of 2012, the Waterfront Development Corporation in partnership with Halifax Regional Municipality initiated a comprehensive planning study for the Dartmouth Cove area - a brownfield waterfront site within Downtown Dartmouth. The Planning Partnership was retained to lead the community in a planning and design process to define a vision for Dartmouth Cove. The purpose of the study was to develop a mixed use Master Plan, including both built form and public realm, for the re-development of lands within the Dartmouth Cove study area. The plan built on previous plans, addressing sea-level rise and contamination issues, and considering input received from extensive public consultation. Designed to be inclusive and community driven, the process incorporated the voices of landowners, residents and other stakeholders through each phase of the plan development. A public multi-day Planning and Design Workshop was held in February 2012, and culminated in the creation of a preferred concept plan for the study area. The plan was approved in principle by Council this June, setting in motion its implementation.

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toronto entertainment district master plan



This project is relevant because it involved the creation of master plan that anticipated a large increase in population to the area, incorporating the varied needs of existing and future users in creating a flexible, inviting, and destination neighbourhood for Toronto, with a strong emphasis on public realm strategies.

The Planning Partnership prepared a comprehensive Master Plan and implementation strategy for the Toronto Entertainment District BIA – a large 200-hectare segment of the Downtown that is in the midst of an extraordinary transformation into a pre eminent cultural and mixed-use district. The Master Plan provides guidance for development and a bold long-term public realm improvement strategy to enhance the setting for an area that attracts over 15 million visitors annually and is one of North America's fastest growing neighbourhoods with over $8 billion in private sector development and over 10,000 units underway or proposed.

TPP continues to guide the implementation of the Master Plan, including leading the recent Council Approved EA Study for the transformation of John Street into a pedestrian-priority cultural corridor; design ideas competition for John Street Square; Capital Improvement Plan for King Street; and, on-going review of development applications.

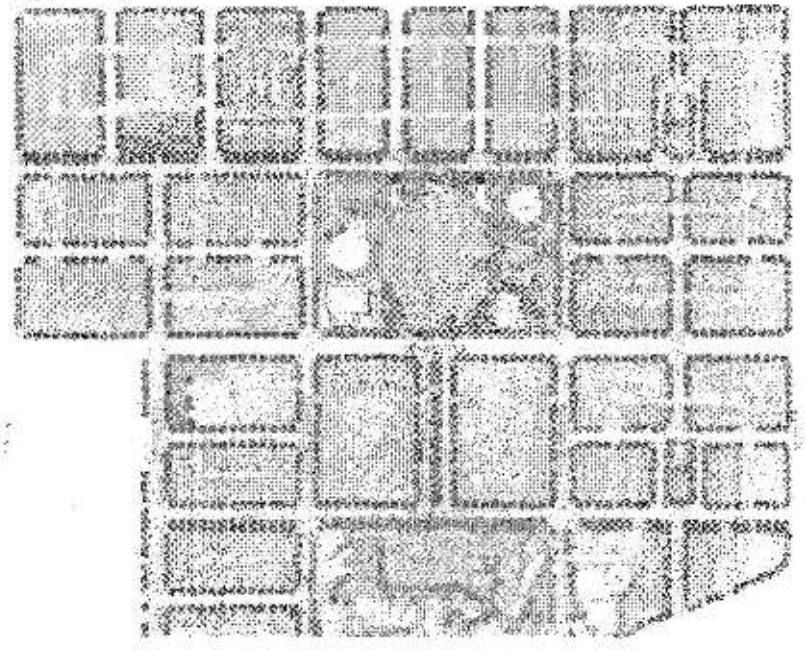
distillery district



This project is relevant as it demonstrates implementation that is sensitive to the historic attributes of a site while also serving to establish strong pedestrian first design providing a variety of public realm amenities in a tightly knit and cohesive design. This work also serves to demonstrate the importance of a fine grain pedestrian streetscape that is enhanced through carefully selected programming moments within the district that are sensitive to the historic context.

The Planning Partnership is currently working on a Landscape Rehabilitation Plan for this National Historic Site. As a former industrial site converted to residential and commercial uses this now tourist destination lacked pedestrian realm amenities. The design concept now under construction preserves the essential heritage values of the place while introducing elements for comfort, safety and year round interest. The landscape plan was based on a simple principle of minimum intervention to preserve the heritage qualities and character of the site combined with maximum social benefit. The design incorporates accessible sidewalks, street trees, custom designed furniture, pedestrian scale and accent lighting, and a public art installation strategy. The work also included attaining support from City Departments including Culture, Heritage, Planning, Urban Design and Works and Emergency Services and submitting for site plan approval.

regent park master plan

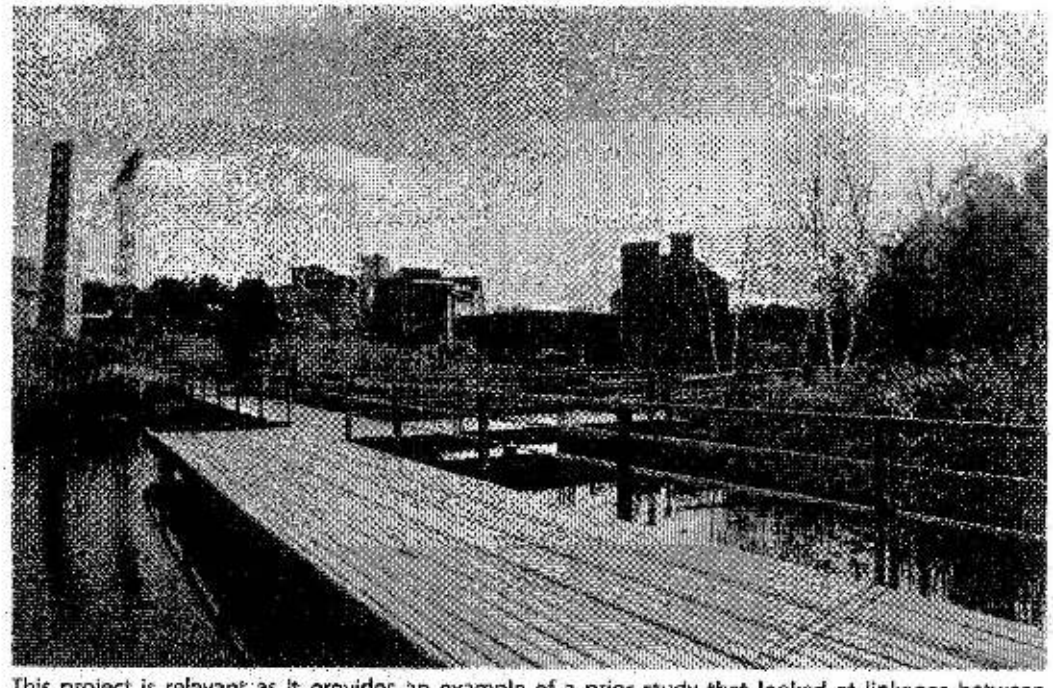


In 2005 David Leinster developed the public realm plan as part of the revitalization strategy for Regent Park. The work included developing design guidelines and standards for new streets within the community and the arterial streets surrounding it.

The revitalization of Regent Park was a tremendous challenge, transforming one of the largest public housing projects in Canadian history into a vibrant and attractive mixed use and mixed income neighbourhood in downtown Toronto. Subsequent to the development of public realm guidelines TPP was retained to undertake detailed design for the public realm of phase two at Regent Park, including the Central Park.

This project is relevant as it demonstrates our experience in public realm master planning, intensive public consultation, and subsequent detailed design and implementation.

don valley brick works



The Don Valley Brick Works is one of Toronto's most valued natural environment parks. The transformation of this former quarry site to a recreation amenity within a short ten-year period highlights the cooperation between government stakeholders and local citizens groups. Members of The Planning Partnership team have been involved with this transformation through built projects, plans and studies which have helped shaped the Brick Works into the special place it is today.

In 2001 David Leinster, Michael Hough and Mark Taylor (Amec Earth and Environmental) prepared the management plan for the Brick Works Park for the City of Toronto Parks Department. The strategy was based on an adaptive management approach that recognized that most of the areas of the site were evolving quite successfully, requiring only periodic interventions. The plan detailed management measures for each habitat type as well as maintenance recommendations for the broader site.

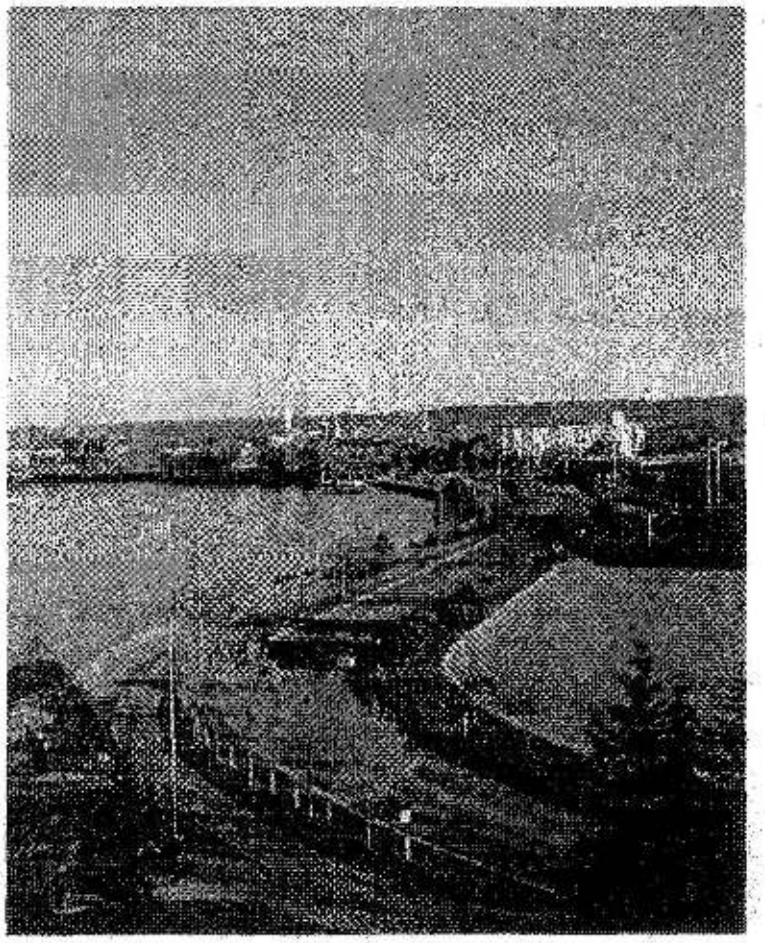
In 2003 while at Envision David Leinster and Michael Hough led the team of consultants on the Phase Two Implementation Plan which included detailed design and contract document preparation for a new entry sequence to the Brick Works Park. The project included a new connection to the beltline trail, an entry and arrival court, interpretation of brick making and off-leash dog areas.

This project is relevant as it provides an example of a prior study that looked at linkages between the revitalized Brick Works and the surrounding trails and natural areas. Throughout the process a Natural Heritage Impact Study and Enhancement Strategy was developed. This study was prepared for Evergreen to identify the mitigation measures required to help integrate the Evergreen at the Brick Works development with the site.

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experience & qualifications of key team

key team members - greenberg consultants inc.



Ken Greenberg Partner

role: planning, urban design

relevant qualifications: BArch, BA, RAIC, AIA

years of relevant experience: 41

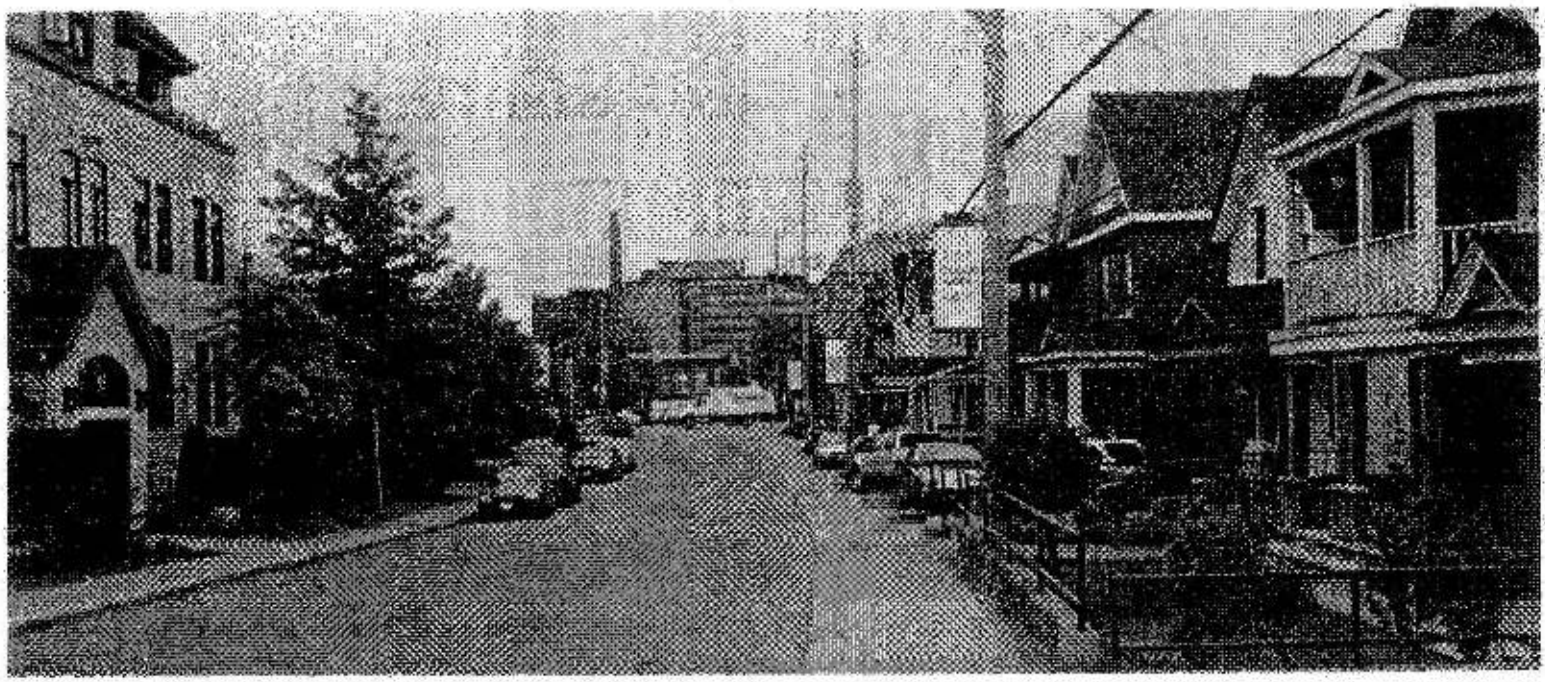
experience managing work of a similar scope and magnitude:

Ken Greenberg is an architect, urban designer, teacher, writer, former Director of Urban Design and Architecture for the City of Toronto and Principal of Greenberg Consultants. For over three decades he has played a pivotal role on public and private assignments in urban settings throughout North America and Europe, focusing on the rejuvenation of downtowns, waterfronts, neighbourhoods and on campus master planning, regional growth management, and new community planning. Cities as diverse as Toronto, Hartford, Amsterdam, New York, Boston, Montréal, Washington DC, Paris, Detroit, Saint Paul and San Juan Puerto Rico have benefited from his advocacy and passion for restoring the vitality, relevance and sustainability of the public realm in urban life. In each city, with each project, his strategic, consensus-building approach has led to coordinated planning and a renewed focus on urban design. He is the recipient of the 2010 American Institute of Architects Thomas Jefferson Award for public design excellence and the author of Walking Home: The Life and Lessons of a City Builder published by

Random House

availability: Availability is guaranteed for the duration of the project.

location: Toronto, ON



Condi district master plan

David Leinster Partner, Landscape Architect

role: project manager and lead landscape architect

relevant qualifications: BLA, OALA, FCSLA, MCIP, RPP

years of relevant experience: 28

experience managing work of a similar scope and magnitude:
As both a registered landscape architect and planner, David has uniquely specialized expertise in public realm design. For over 25 years his work has focused on developing innovative strategies and solutions for public realm projects new and existing, urban and suburban, neighbourhoods and districts. David has years of professional experience in Ottawa, and recently completed work on the Ottawa Mobility Study for the City. The Study provides recommendations for transforming the traditional vehicular-dominated streets in the Central Business District into a balanced multi-modal street system that supports the arrival of the LRT. David also serves as the Chair for the City of Ottawa's Urban Design Review Panel.

David is currently leading a team of consultants on the implementation of the West Don Lands Public Realm Master Plan for Waterfront Toronto. This new mixed-use community east of the downtown core will temporarily serve as the 2015 Pan Am Athletes' Village. David was also the lead public realm designer for Regent Park, the Toronto Entertainment District and Liberty Village. He sits on the City of Toronto's Public Art Advisory Committee and Toronto Community Housing Design Review Panel, and has served as a juror for the cities of Toronto, Ottawa, Vaughan, and Brampton's Urban Design Awards programs. David is a Past President of the Ontario Association of Landscape Architects and a Fellow of the Canadian Society of Landscape Architects.

availability: Availability is guaranteed for the duration of the project.

location: Toronto, ON

Michael Ormston-Holloway Associate

role: Michael will be the arborist for the project

relevant qualifications: BSc, MscP, GDHort, MLA, Associate ASLA, ISA Certified Arborist

years of relevant experience: 10

experience managing work of a similar scope and magnitude:

Michael is an Associate with the firm, with expertise in landscape, arboriculture and urban ecology. His background in biological and ecological sciences provides a strong scientific knowledge set that he applies to all TPP projects. With a detailed understanding of the biotic realm of landscape architecture, Michael brings a strong understanding of planting design and ecological systems to his work in the public realm. He has worked on numerous community plans and public realm projects in Toronto and in the US.

Michael's public realm work for TPP includes preparing greening strategies and extensive tree planting plans and innovative construction details for the West Don Lands public realm, including Eastern Avenue, Mill Street, Front Street, Cherry Street and the local streets of the new neighbourhood. Michael has been involved in the development of the lands east of the Don River in Toronto, first as part of the team that won the Lower Don Lands international design competition, and then as part of the team that produced a precinct plan for the North Keating area. He also contributed to urban design guidelines for the proposed community, complete with river restoration strategies, and ecologically progressive landscape treatment and green roofs adjacent to these urban and natural forms. Michael has also worked in municipalities across the province developing public realm greening strategies

availability: Availability is guaranteed for the duration of the project.

location: Toronto, ON

David Mugford

role: Dave will serve as urban design & arboricultural support

relevant qualifications: BLA

years of relevant experience: 4

experience managing work of a similar scope and magnitude:

David has worked in design and city building for over 4 years. He is a landscape designer with a professional degree in Landscape Architecture and an educational background in both plant biology and business. Upon completion of his degree he was awarded the Andre Schwabenbauer Scholarship for excellence in design for projects related to healthy urban forests. Following this, he was awarded the ASLA Honor Award for excellence in Landscape Architecture that demonstrated a high caliber of creativity and work with the expectation of becoming a leader in the profession and in society.

He has professional experience working at a range of scales, from residential design/construction to public streets, parks and community design focusing on healthy tree development and progressive urban forestry strategies. David has gained invaluable experience in the field of arboriculture working alongside Joe Mcleod, ISA Certified Arborist and Michael Ormston-Holloway, ISA Certified Arborist and Urban Ecology professor at the University of Toronto and University of Waterloo. Here he gained invaluable knowledge of the biotic realm of landscape architecture and an infinite passion for trees and their role in our environment.

David strives to integrate innovative and sustainable design solutions to rural, suburban and urban issues with his combined knowledge of landscape architecture, plant biology and working knowledge in arboriculture.

availability: Availability is guaranteed for the duration of the project.

location: Toronto, ON

approach & methodology

approach

Greenberg Consultants Inc. and The Planning Partnership have worked with through a number of significant projects, including the York University Master Plan, the Discovery District Real Estate Strategy and, Markham Parkland. We will build upon this history to successfully achieve Canal District Master Plan that is innovative, viable, and implementable.

Our comprehensive approach is based on a number of key principles that will guide our process and ensure a successful outcome. An efficient study process will be vital to guaranteeing both City and team resources are utilized effectively and that stakeholders and Councillors are engaged in a timely manner so as to allow for meaningful contribution to the project. The principle of efficiency has been used to guide our work plan time line.

Encouraging collaboration among team members, City departments, the land development community, key stakeholders and the public is also a main principle of our approach. Developing a master plan that pursues sustainability is important to the City of Sault Ste. Marie and to our team. Efficient, walkable and safe neighbourhoods that employ innovative approaches to public realm and building design will contribute to healthier communities and will work to enhance the local environment. For guidance on sustainability and other design features, our team will actively research best practices in riverside and waterfront industrial redevelopment in similar contexts. These precedents in new urbanism, active transportation, sustainable communities, complete communities, complete streets, and transit-oriented design will help to foster meaningful conversations with stakeholders. They will also serve as a starting point for a critical evaluation of the principles involved in these practices and how they apply to Sault Ste. Marie, which will help us to envision the future of Sault Ste. Marie's riverside development.

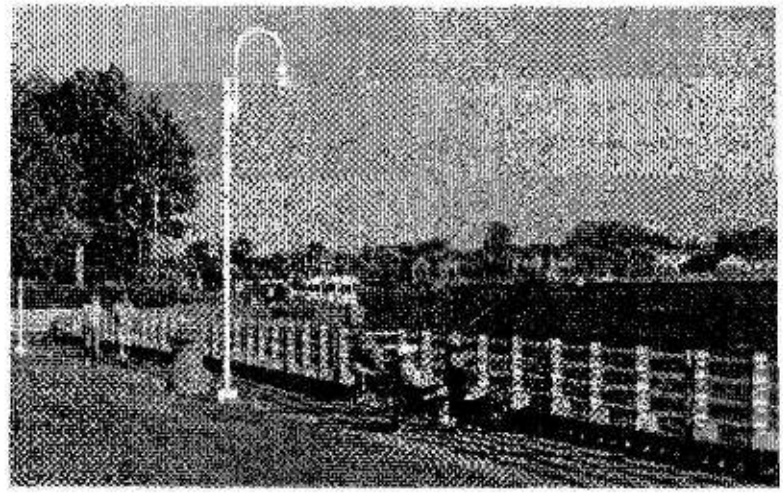
a development framework

Every opportunity should be taken to take advantage of this unique chance to develop linkages and synergies among complementary uses within the band of re-investment ranging from downtown to the Gateway site, the International Bridge Plaza, Riversedge Developments and the Parks Canada Sault Ste. Marie Canal National Historic Site. In light of all the impending changes which will occur in close proximity to one another through independent initiatives on individual sites it would be highly beneficial to prepare a West Downtown Development Framework that would:

- Identify the integrating big moves that could unify the whole area
- Provide a comprehensive overview of the interaction of land use, built form, public realm, mobility + economic and social factors
- Present a concrete visualization of future possibilities
- Guide coordinated public and private investment in achieving an overall vision for the West Downtown

riversedge area

Riversedge presents a microcosm of the larger transformation and a valuable, not to be squandered opportunity to advance all of your planning and economic development goals to the greatest extent possible. It should exemplify the DNA of the larger city building project providing a model or template that can be extended.



development of key guidelines

From the standpoint of Land Use:

- Target areas for particular uses to achieve mix and balance – 24/7
- Set targets for the various components of the mix
- Seek synergistic combinations 1+1+1=5
- Create critical mass early in a focused pattern creating a recognizable "place"
- Seek to provide special one of a kind things in the region while at the same time increasing mix and diversity – getting to a lived-in Downtown
- Improving opportunities for daily shopping and services at street level
- Small scale interesting retail
- Provide a sense of safety – eyes on the street

From the standpoint of Built Form:

- Use existing the remarkable existing sandstone structures to greatest advantage
- Provide a range of new complementary building types
- Use a number of different architects to provide variety
- Create a continuous fabric - filling in gaps and voids
- Seek connectivity – soft edges, tentacles reaching out from the site
- Introduce mid-rise and composite buildings with emphasis at street level
- Break down overly large super-blocks with a finer grain
- Frame and animating public spaces
- Lively street level – transparent and interesting

From the standpoint of Public Realm:

- Capitalize on the riverfront
- Create a 'green setting' on the river
- Add high quality parks, trials, squares and open space
- Support for mixed-use – diverse users
- Animation and programming
- Link existing and proposed but disconnected spaces
- Public realm as a seamlessly interconnected network
- Do not let surface parking dominate or isolate the site
- Make parking 'landscapes' not conventional lots (Granville Island) set up for future development

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From the standpoint of infrastructure/transportation:

- Accelerate the shift to intermodal mobility
- Transit, cycling, pedestrian priority
- Strong emphasis on grade level
- Form "Complete Streets" setting new standards
- Increased walkability in these new downtown "neighbourhoods"

expanding on existing ideas and moving forward

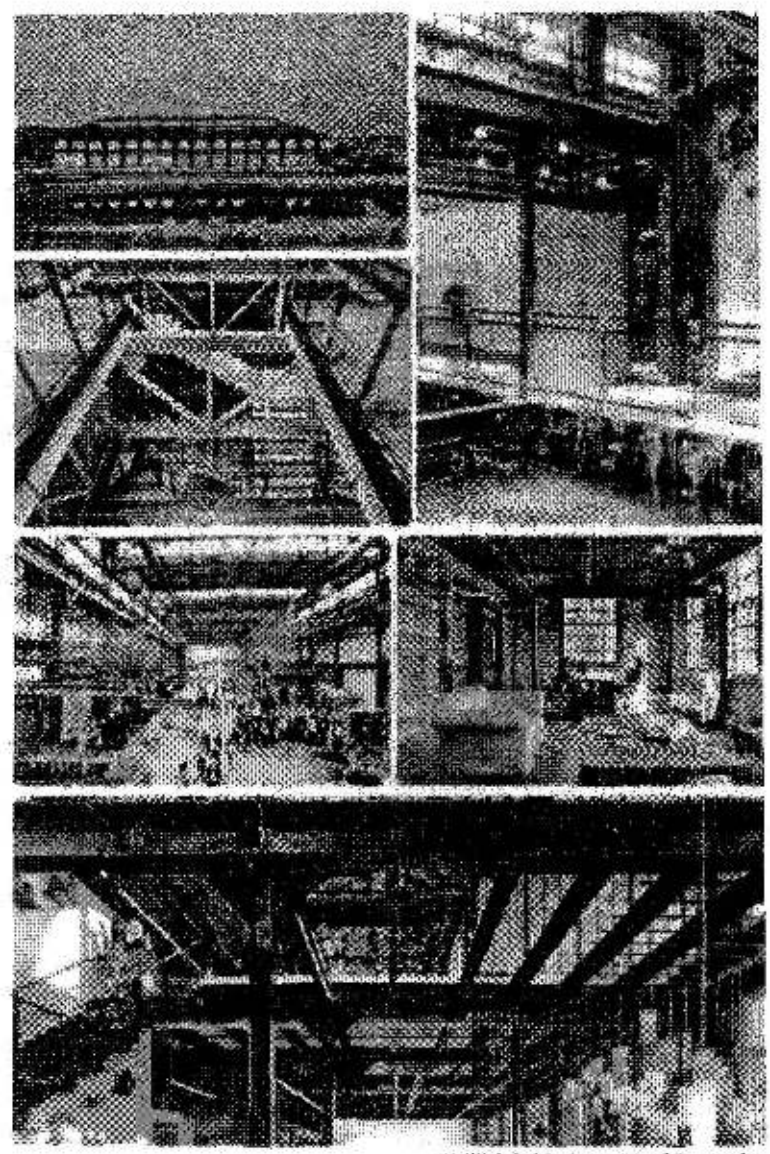
This area will be a work in progress over a number of years. It will evolve and needs to be designed anticipating changing circumstances as the market matures. Each move will lead to others as the bar is raised. The intentions are good and the program includes the potential for a lot of exciting ingredients like including the Destination North and the Train Station, the Board Mill Farmers' Market, waterfront residences, an innovation cluster with the Algoma Conservatory as a key first move. The challenge is how to sequentially deploy these elements on the site to create a lively nucleus that will attract more life (and investment). How to get as many people doing different things and there for different reasons on the sites as possible; to get them to share and use the same public spaces and facilities.



Initial Conceptual Plan By epoh

You do not want to separate these issues too much but arrange diverse uses around a tightly knit public realm which emphasizes pedestrians first but allows for access by other modes. The plan form needs to have a still finer grain. Imagine an environment with finer grained streets (some primarily pedestrian) and small blocks. Think of the Distillery District Plan with its tighter spaces. These protected areas work well in all seasons including winter. What I see on the plans is still a little too spread out – too separated. For example there should be no 'Biotech Park' – but rather an integration with other uses and users. Nor should the residential, the retail or the employment be separated out in their own enclaves. Think of a checkerboard. The heritage resources, those few remaining buildings have a really important role to play in creating place. Also the monumental scale of the industrial waterfront – the locks – as a backdrop. The parking should be designed as an evolving green landscape suggesting 'blocks' for future development– not as 'lots' a on the northern edge creating a barrier but interwoven like Granville Islan

Finally I don't yet see the critical there there. The proposed plan of subdivisic seems somewhat conventional and stiff overly isolating the research activiti at the west end. I don't see a street spine for retail or a real focus. Nor do I se real park spaces. A really well designed and imageable park or square shou be in the first phase, one that everyone would go to and would be share by students, visitors, workers, residents. There is real potential here to pl off the five remarkable historic sandstone buildings with a combination landscape/streetscape/public gathering spaces and innovate in providir a unique kind of environment that is conducive to pedestrian activity ar vitality. This might involve introducing unconventional 'pedestrian-fir streets and lanes and using natural solutions to storm water managemer with swales and wetlands to create a unique working landscape th expresses the environmental goals of the project. A full Plan of Subdivisic might be premature allowing for severances of lots to occur more organical as the plan evolves and uses establish themselves.



Phillidelphia Navy Yard Preceder

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phase 1 - information + conceptual options September - October 2013

Objectives

The aim of Part One is to work with City staff to solidify the work plan and agree to the objectives of the project. Our team will collect and review background information to better understand existing conditions and the goals of City. Existing materials and policies will be referenced along with best practices in order to develop a firm working foundation to build upon. These materials will be compiled into a Positioning Report and draft Public Realm Strategy that will outline directives, opportunities, design alternatives and recommendations for discussion.

Tasks

- Background review and analysis for all phases to follow.
- Background review and analysis of Provincial, Regional, Municipal and stakeholder background plans,policies, studies, drawings, technical requirements and streetscape design work already completed. Building on the previous work, we will conduct a detailed Inventory and Mapping through thorough on-site research to allow our team to develop base and existing conditions maps.
- Integrate digital data sets and prepare Base Mapping.
- Review and categorizing of precedents and best practices for public realm design and planning in transitionary neighbourhoods and communities in Canada and beyond.
- Summarize Existing Conditions and Analysis (Streetscape/Open Space Character); Research Best Practices of sustainable streetscape/open space design, transit infrastructure);

Meetings

- Project Initiation Meeting (Mid September) - Meet with City staff to solidify work plan, objectives, approach and deliverables.
- City staff design workshop (Early October) - Based on our background research, we will coordinate our findings with City staff to ensure our strategic direction is in tandem with City intentions and goals through a collaborative working session.
- Stakeholder Interviews (Early October) - We will sit down with stakeholders to gain further insight, and discuss individual questions and concerns.
- City of Sault Ste. Marie Design Review (Early October) - We will demonstrate our findings and strategy for further phases in the form of a Positioning Report to the City of Sault Ste. Marie for discussion and feedback.
- Public Engagement (Late October) - Present our Positioning Report and set of design alternatives at a public open house to generate discussion and feedback to further develop our plan.

Deliverables

- Base Mapping
- Draft Public Realm Strategy (Positioning Report)
- Set of 2-3 Public Realm Alternatives

Assumptions

Disbursements include printing, courier, long distance telephone, data/ cell phone charges, travel expenses (gas and mileage), graphic and computer supplies. Expenses will be billed as incurred.

Additional meetings or revisions will be billed as per our per diem hourly rates, once authorized by the client.

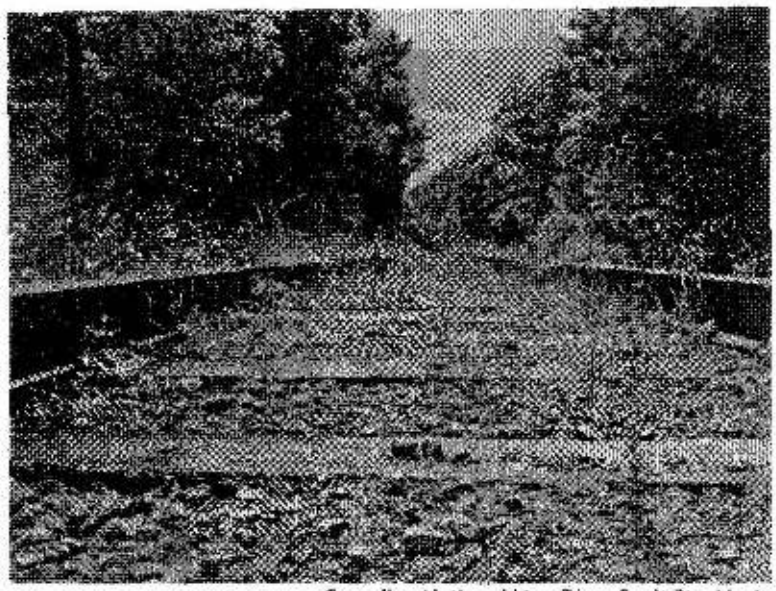
We have assumed the digital topographic, legal and site plan information will be provided.

Fees

Estimated fees for Phase 1: $20,000



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Canadian National Line From Sault Ste. Marie



Aerial Of Sault Ste. Marie

phase 2 - final master plan report October - November 2013

Objectives

In this phase, the objective is iterative consultation process to develo and refine a draft Public Realm Strategy and conceptual design from th draft Public Realm Vision produced in Phase 1, as well as to develop a dral Streetscape Elements Manual, which will define in greater detail, the variou elements that will make up this new Public Realm Strategy. This Manual wi include, but not be limited to such elements as site furnishings, lighting paving, materiality, etc.

Once Phase 1 feedback from the various players has been processed an integrated into our design, we will reconvene with City staff to discuss th revised Public Realm Strategy, and the next cycle of public engagement.

Tasks

- Prepare for the second Public Engagement event, including th production of presentation materials and updating online resource: demonstrating work-to-date, and upcoming meetings an presentations.
- Building on this work, our team will prepare a draft Public Realm Strateg manual that will include our refined Public Realm Plan as well as a dra Streetscape Elements Pallette/Manual.

Meetings

- Coordination Meeting (Mid November) - Meet with City staff t discuss refined Public Realm Strategy and discuss the second phase o stakeholder and public engagement.
- Stakeholder Interviews (Late November) - Discuss refined Public Realn Strategy and gain feedback.
- Public Engagement (Late November) - Present our refined Public Realn Strategy at a public open house to generate discussion and feedback t further develop our plan.

Deliverables

- Summary of Public Engagement
- Refined Public Realm Strategy & Plan
- Draft Design Elements and Implementation Plan
- Draft Order of Magnitude Costing

Assumptions

Disbursements include printing, courier, long distance telephone, data/ cel phone charges, travel expenses (gas and mileage), graphic and computer supplies. Expenses will be billed as incurred.

Additional meetings or revisions will be billed as per our per diem hourly rates, once authorized by the client.

We have assumed the digital topographic, legal and site plan information will be provided.

Fees

Estimated fees for Phase 1: $20,000

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The Planning Partnership

Urban Design . Landscape Architecture . Planning . Communications

Attn: Don McConnel & Tom Dobbs
Planning Director
City of Sault Ste. Marie

July 30, 2013

Re: Proposal Approval

If this proposal meets with your approval. Please sign and date a copy of this letter, return it to us and retain the original for your records. Should you have any questions or require further clarification, please feel free to contact either Ken Greenberg or David Leinster.

We would like to thank you again for this opportunity and look forward to commencing work in earnest.

FORM OF AGREEMENT:
Accepted:

_____
Date of Acceptance

_____
Debbie Amaroso, Mayor
City of Sault Ste. Marie

_____
Malcolm White, City Clerk
City of Sault Ste. Marie

_____
Ken Greenberg, Greenberg Consultants Inc.

_____
David Leinster, The Planning Partnership

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Sault Ste. Marie ECONOMIC DEVELOPMENT CORPORATION | BUSINESS Sault Ste. Marie | TOURISM Sault Ste. Marie

August 2, 2013

Mr. Joe Fratesi
Chief Administrative Officer
Municipality of Sault Ste. Marie
City Hall - 99 Foster Drive 4th Floor
Sault Ste. Marie Ontario

Re: Destination North, PKF Market and Economic Assessment Proposal & Canal District Master Plan

The purpose of this memorandum to you is to confirm that yesterday the City of Sault Ste. Marie's Gateway Committee approved three significant initiatives designed to enhance community, economic and tourism growth and development opportunities in Sault Ste. Marie. As you are aware, these initiatives are focused on developing west end of the downtown core, in an area being referred to as "The Canal District"*. The approved initiatives include:

- **$5 million NOHFC Funding Request**
  Applying to the Northern Ontario Heritage Fund Corp. and requesting them to provide a $5 million contribution for the development of the "DESTINATION NORTH" comprehensive tourism generating initiative focusing on Sault Ste. Marie and Lake Superior. Destination North Inc. is part of the redevelopment of the former St. Marys paper mill site as proposed by Blueforest Ventures (also known by its local company Riversedge). Note that, subject to NOHFC funding requirements, this contribution must be matched or exceeded by private sector financial investments to be arranged by Blueforest Ventures and other private sector investment partners. For clarity this request does not preclude other funding requests to go forward to NOHFC and other public sector funding agencies.

* *The Canal District area encompasses but is not limited to:*

- *The former St. Mary's paper property and area to the north*
- *The International Bridge Plaza and adjacent area to the north and south*
- *The OLG Casino and Ontario Travel facilities and the area to the north*
- *The Gateway site*
- *The Sault Ste. Marie Canal National Historic Site*
- *Gore Street Revitalization corridor*

Ontario Canada

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info@ssmedc.ca . www.sault-canada.com

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- **Market and Economic Assessment of DESTINATION NORTH**
  Committing $25,000 from the City's Gateway Fund to have the consulting firm, PKF, undertake an updated market and economic assessment of the DESTINATION NORTH proposal in the new context of the Canal District and the Downtown (the PKF proposal is in the Council package). This will be administered by the SSMEDC;

- **Canal District Master Plan**
  Committing $40,000 from the City's Gateway Fund to have The Planning Partnership and renowned urban planner, Ken Greenberg, undertake a Canal District Master plan to assist the City in planning for and guiding the development of this critical area of the downtown core (a copy of the Planning Partnership proposal is in the Council package). This will be administered by the City's Planning Department.

This memo also confirms that the Gateway Committee and the Sault Ste. Marie Economic Development Corporation support and are recommending Council approve the three initiatives.

The combination and integration of these initiatives represent a unique opportunity for the City to:

- Fulfill the objectives of establishing a tourism destination attraction in the downtown, originally considered for the Gateway Site;
- Establish a collaborative partnership with a private sector partner, Blueforest Ventures Inc. (the owners of the former St. Marys paper property and the parent company of Riversedge Developments) to develop this destination attraction known as DESTINATION NORTH;
- Assess and ensure that the tourism generation and sustainability objectives for a downtown destination attraction are realistic and achievable; and,
- Align and integrate Blueforest Ventures' urban plan, known as "Mill Square" - designed for the former St. Marys property - with a "Canal District" Master Plan;

Through the foresight and leadership of Blueforest Ventures, City Council, and supported by City Staff, the SSMEDC and its tourism committee; a rare moment exists to move forward with a redevelopment strategy that is needed for this part of the downtown. Located on the waterfront,

at the community's international gateway and in the context of a changing landscape for this part of the downtown core, the planned redevelopment of this area, supported by these initiatives, is a way for this City Council to further define what Sault Ste. Marie is and can be in the future.

We are all aware of anticipated changes to the land-uses, design and ownership of a number of properties in this Canal District. These initiatives help enable the community to increase its remarkable profile and image, while creating unique, sustainable tourism, economic and community development opportunities. This initiative will also help reinforce Sault Ste. Marie's historical role on the shore of Lake Superior as a strategic North American gateway, trailhead, connecting link and gathering place.

It is expected that the outcome of this funding commitment, the work of these consultants and the commitment on the part of the City, SSMEDC, SSMIC, other community stakeholders, and importantly, the private sector, will result in a development framework that will create opportunities in:

- innovation and technology development and businesses development
- commercial and retail businesses
- tourism growth
- attractive commercial & living spaces for people of all ages
- arts culture entrepreneurship and heritage preservation
- cost-effective infrastructure and urban design

In closing, these initiatives represent a commitment on the part of the City to thoughtfully develop the community, and in particular the Downtown Core. Representatives from Blueforest Ventures Inc., Don Mitchell Chair and President of the Sault Ste. Marie Economic Development Corporation, other representatives from the Board of Directors and Ian McMillan, Executive Director of Tourism SSM will be available at the August 12, 2013 Council meeting to respond to any questions the Council may have.

Sincerely,

Tom Dodds

99 Foster Drive . Level Three . Sault Ste. Marie, Ontario . Canada . P6A 5X6 . Tel: 705.759.5432 . 1.800.461.6020 . Fax: 705.759.2185
info@ssmedc.ca . www.sault-canada.com

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Sault Ste. Marie ECONOMIC DEVELOPMENT CORPORATION

BUSINESS Sault Ste. Marie

TOURISM Sault Ste. Marie

Cc: Sault Ste. Marie Board of Directors
Willem Galle & Justus Veldman, Blueforest Ventures Inc.
Ken Greenberg and the Planning Partnership
Fran Hohol, PKF Consulting
City of Sault Ste. Marie Gateway Committee
Ian McMillan, Executive Director, Tourism Sault Ste. Marie
Jerry Dolcetti, Commissioner of Engineering & Planning
Don McConnell, Director of Planning
Steve Turco, City Planner

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PKF Consulting
Canada

PKF

Hospitality & Tourism
Business Advisors

July 22, 2013

Mr. Tom Dodds, CEO
SSM Economic Development Corporation
99 Foster Drive
Level 3
Sault Ste Marie, ON P6A 5X6

Via Email: t.dodds@ssmedc.ca
CC Email: j.mcmillan@ssmedc.ca
willemgalle@blueforestventures.com

RE: **UPDATED MARKET AND ECONOMIC ASSESSMENT**
PROPOSED SSM TOURIST DESTINATION, ST. MARY'S PROPERTIES, SSM

Dear Mr. Dodds:

It is our understanding that Blueforest Ventures Inc., in cooperation with SSM Tourism is developing the project "Destination North". The project is aimed at the realization of the SSM Tourist Destination and includes components of the SSM Gateway Attraction project.

Based on discussions to date, it is our understanding that you are interested in updating the assessment of the market potential and feasibility of the subject development. Overall, the objectives of this study would be:

- To review the revised concept for the subject development as presented by Blueforest and their local architects, E P O H Inc, Architects & Consulting Engineers including the incorporation of the objectives and various components of the proposed SSM Gateway Attraction;
- To review the infrastructure requirements and capital costs associated with the project as determined by Blueforest and EPOH Inc., including a phased approach to development; and
- To review the tourist product offering, quantify the market and financial potential for the project (to ensure that the economic model is sustainable, and that it generates adequate returns to both Destination North, the City and potential strategic partners).

On the following pages, we have provided a suggested approach to undertaking this engagement, (exclusive of any engineering/ planning and capital costing requirements which would be undertaken by a separate firm), and an estimate of the professional fees and timing required. Should you have any questions or comments, please contact Fran Hohol at (416) 360-5000 x.12.

Yours truly,

PKF Consulting Inc.

PKF CONSULTING INC.

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PKF Consulting Inc. • Suite 1120 • 800 West Pender Street • Vancouver • British Columbia • V6C 2V6

PKF Consulting Inc. is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

1.0 STUDY WORKPLAN

Utilizing the *Management Plan and Destination Attraction Development Business Plan for the Gateway Site, SSM, Ontario, Final Report, 2012,* prepared by Forrec in association with PKF Consulting Inc., we will update our study findings based on the following workplan:

PHASE 1 CONCEPT AND MARKET ASSESSMENT

PROJECT ORIENTATION AND REVIEW OF CONCEPT PLANS, CAPITAL COSTS AND PHASING

- Meet with the Project Team
- Review background materials and successes to date with events held at the site as provided by Blueforest Ventures Inc.
- Review current concept plans including various components by size/capacity, nature of development, location, project partners, product development and phasing provided by Blueforest Ventures Inc.
- Review capital cost assumptions and infrastructure requirements provided by Blueforest Ventures Inc. and EPOH Inc.

REVISED CONCEPT PLAN, PHASING and CAPITAL COSTS

- Based on input provided by Blueforest Ventures Inc, provide a comparison of the current concept plans for the subject site with the proposed SSM Gateway Attraction development
- Based on client input, provide a revised concept plan, phasing and capital costs estimates for the development

MARKET, PRODUCT AND LOCATIONAL ASSESSMENT

- Update Economic Overview
- Update Resident and Tourism Market Overview
- Update Trade Area Analysis

PRELIMINARY OPERATING PROJECTIONS

- Scale and phasing of development
- Projected attendance levels by component
- Sources of Revenues by component
- Proforma Statement of Operating Revenues and Expenses

PRELIMINARY ECONOMIC ANALYSIS

- Determine the level of investment that could be supported through the operation, compared to the preliminary capital cost estimate for the development.

INTERIM DRAFT REPORT AND CLIENT MEETING

- Issue Draft Interim Report
- Project Client Meeting via Web conference and/or a PKF offices in Toronto

PHASE 2 BUSINESS PLAN for REVISED CONCEPT

- REVISED CONCEPT, CAPITAL COSTS AND PHASING
- UTILIZATION PROJECTIONS
- FINANCIAL OPERATING PROJECTIONS
- GOVERNANCE AND OPERATING PLAN
- ECONOMIC IMPACT ANALYSIS
- FUNDING PLAN
- FINAL REPORT AND CLIENT PRESENTATION

2.0 PROFESSIONAL FEES AND TIMING

Our professional fees to undertake the study would be $20,000, inclusive of expenses. Expenses include a maximum of 2 person trips to SSM and the provision of 1 Final Report in pdf format. Should you wish to adjust the approach, we would discuss the impact on our fee and expense schedule.

We would require a retainer of $10,000.00 plus HST before commencing the assignment. The balance of fees and expenses would be invoiced with the delivery of the Phase 2 Draft Business Plan. We are prepared to enter into a contract arrangement with SSM Economic Development Corporation.

A draft copy of all reports would be issued for your review. If you defer our issuance of the final report more than 30 days beyond the delivery of the preliminary draft, we would be required to update our findings at an additional fee.

All professional fees and expenses are also subject to the applicable Harmonized Sales Tax.

3.0 PROJECT SCHEDULE

We are prepared to commence the assignment immediately upon receiving your authorization to proceed and the requested retainer. Subject to receiving the required client information, we are prepared to undertake the Phase 1 Market Study within 6 weeks of project start up. The Full Business Plan will require an additional 4 to 6 weeks.

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4.0 RESTRICTIONS AND LIMITATIONS

Our reports are subject to the following limitations:

1. The report does not take into account matters arising or information becoming available after we complete our fieldwork, but before provision of the final report. If you become aware of such matters occurring during this period, which you feel warrant further investigation, we will attend to same upon your instructions. At that point, we will provide you with an estimate of the fees and disbursements required to carry out this additional work.

2. Any draft reports are for your internal management use only. We do not assume any responsibility or liability for losses occasioned to you or other parties as a result of the circulation, reproduction, use or misuse of this report. Our responsibility is limited to the client and use of this report by third parties shall be solely at the risk of the third parties. All opinions have been rendered acting solely as employees not as individuals. We also stress that any use of the report for purposes other than the purpose for which it was prepared or use of portions of the report as opposed to the entire report, may lead readers to draw inappropriate conclusions.

3. Any reference in the report to zoning or other land use bylaws or regulations, environmental regulations, licensing requirements, or fire, health, or other regulations governing use of property or permitted activities, are based upon information received from the appropriate government authorities. We cannot guarantee the accuracy of such information or that it will remain unchanged in the future. If any of these matters are of critical importance to you, please discuss this with us in order that we can modify our proposal to include further investigation.

4. Every transaction indicated or referred to in any notice, statement, confirmation or other communication and every statement of account shall be deemed and treated as authorized and correct and as ratified and confirmed by the undersigned unless PKF Consulting Inc. receives from the undersigned written notice to the contrary within thirty days upon receipt of such notice, statement or other communication forwarded by PKF Consulting Inc. to the undersigned.

5. We reserve the right to render an additional account for any meetings or consultations that may be required subsequent to the issuance of the final report.

6. With regard to identifying professional qualifications to prospective clients and referral sources, PKF Consulting Inc. may indicate that an assignment has been undertaken for the addressee. The details of all business transactions will remain confidential.

7. The liability of PKF Consulting Inc. or Pannell Kerr Forster Consulting Inc. for any claim related to professional services provided pursuant to this agreement in either contract or tort, including the employees of the firm, is limited to the extent of the project fees.

8. Neither PKF Consulting Inc. nor Pannell Kerr Forster Consulting Inc. assume liability for matters which are legal or environmental in nature. No responsibility is assumed for conditions pertaining to the property, or for any damages sustained in connection with actual or potential deficiencies or hazards such as, but not limited to, inadequacies or defects in the structure, design, mechanical equipment or utility services associated with the improvements; air or water pollution; noise; flooding, storms or wind; traffic or other neighbourhood hazards; radon gas, asbestos, natural or artificial radiation or toxic substances of any description, whether on or off the property.

9. The client and PKF Consulting Inc., agree that all disputes arising out of or in any way connected with this agreement/contract, its validity, interpretation and performance and remedy for breach of contract, or any other claims related to this agreement shall be governed by the laws of Canada. It is further agreed that any suit, claim or legal proceeding of any kind would be brought in a court

of competent jurisdiction in Canada or its territories and possessions. This is a requirement of our insurance coverage.

10. If draft projections and the corresponding draft report are prepared but cannot be issued as a draft for reasons outside of the control of the consultant the report will be considered completed and the projected invoiced accordingly.

11. A faxed signature authorizing PKF Consulting Inc. to proceed with this project will be deemed acceptable on this document for expediency purposes. However, the original, signed proposal/contract should be forwarded immediately to PKF Consulting Inc., by mail or courier.

12. All invoices and other correspondence are deemed to be correct unless otherwise advised in writing within 15 days.

5.0 ACCEPTANCE

This proposal is valid for 30 days. If the foregoing correctly states the nature of the work you wish undertaken at this time and arrangements are satisfactory, please sign the enclosed copy of this proposal and return it to us, together with the requested retainer, as our authorization to schedule the assignment.

PKF Consulting Inc. is hereby authorized to proceed with the scope of work outlined in this proposal dated July 22, 2013.

NAME: ***(please print)***_____

SIGNATURE: _____

POSITION: _____

COMPANY: _____

DATE: _____

RETAINER ENCLOSED: **$11,300.00 ($10,000 plus HST)**

10 (a)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-127

AGREEMENT: (PR6.6) A by-law to authorize the execution of an agreement between the City and Gina Parisi for the use of a portion of 58 Churchill Avenue as a snow plough turnaround.

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 Deputy 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 12th day of August, 2013 and made between the City and Gina Parisi for the use of a portion of 58 Churchill Avenue as a snow plough turnaround.

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 12th day of August, 2013.

MAYOR - DEBBIE AMAROSO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

cs LEGAL\STAFF\BYLAWS\2013\2013-127 EXECUTION PARISI SNOW PLOUGH 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 this DRAFT copy.
CITY SOLICITOR

Schedule "A"

10(a)

AGREEMENT

SAULT STE. MARIE, ONTARIO

THIS AGREEMENT made this 12th day of August, 2013

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")

OF THE FIRST PART

AND

GINA PARISI

("Parisi")

OF THE SECOND PART

WHEREAS the City entered into an Agreement with Luigi and Marie Silvestrin on the 15th day of January 1990 (the "City/Silvestrin Agreement") wherein the Silvestrins gave permission to the City to use the northern portion of their property, described as PT LT 6 PL 12749, Korah as in T450938; Sault Ste. Marie, under PIN 31582-0139 and known municipally as 58 Churchill Avenue for a snow plough turnaround;

AND WHEREAS the property previously described (the "Parisi property") has subsequently changed hands and is now owned by Parisi;

AND WHEREAS the snow plough turnaround referred to in the City/Silvestrin Agreement is located on the Parisi property;

AND WHEREAS Parisi desires to enter into a Snow Plough Turnaround Agreement with the City;

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. Parisi grants the City permission to use the property identified as "Subject Area" on Schedule "A" attached hereto (the "Subject Property") as a Snow Plough Turnaround.

2. This Agreement shall be in force during the period of November 1st, 2013 to May 1st, 2014 and annually thereafter (the "Term"), unless cancelled in writing by the City prior to September 1st in any succeeding year.

3. The City shall pay to Parisi One Hundred and Ninety-Three Dollars and Twenty-Seven ($193.27) Cents, prior to November 1st each year until this Agreement is cancelled in accordance with paragraph 2 herein. The amount payable shall be adjusted by the percentage increase in the tax levy for each succeeding year for the Subject Property identified in paragraph 1.

4. The City agrees to save harmless Parisi 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.

5. The City will ensure that the Subject Property is left in good, clean condition and free of winter refuse prior to May 1st, 2014 and every year thereafter during the Term.

6. Parisi agrees not to erect any building or structure on the Subject Property, and further agrees to remove any chattel from the Subject Property prior to November 1st, 2014 and every year thereafter during the Term, which would impede or otherwise prevent the City from using the Subject Property as described herein.

7. Parisi agrees and acknowledges that this Agreement shall bind her heirs, executors, administrators, successors and assigns.

8. Parisi consents to the registration of this Agreement on title to PIN 31582-00139, the Parisi Property. The City shall pay all costs associated with such registration.

9. The City/Silvestrin Agreement is hereby terminated.

IN WITNESS WHEREOF the parties hereto have signed this Agreement this 12th day of August, 2013.

THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

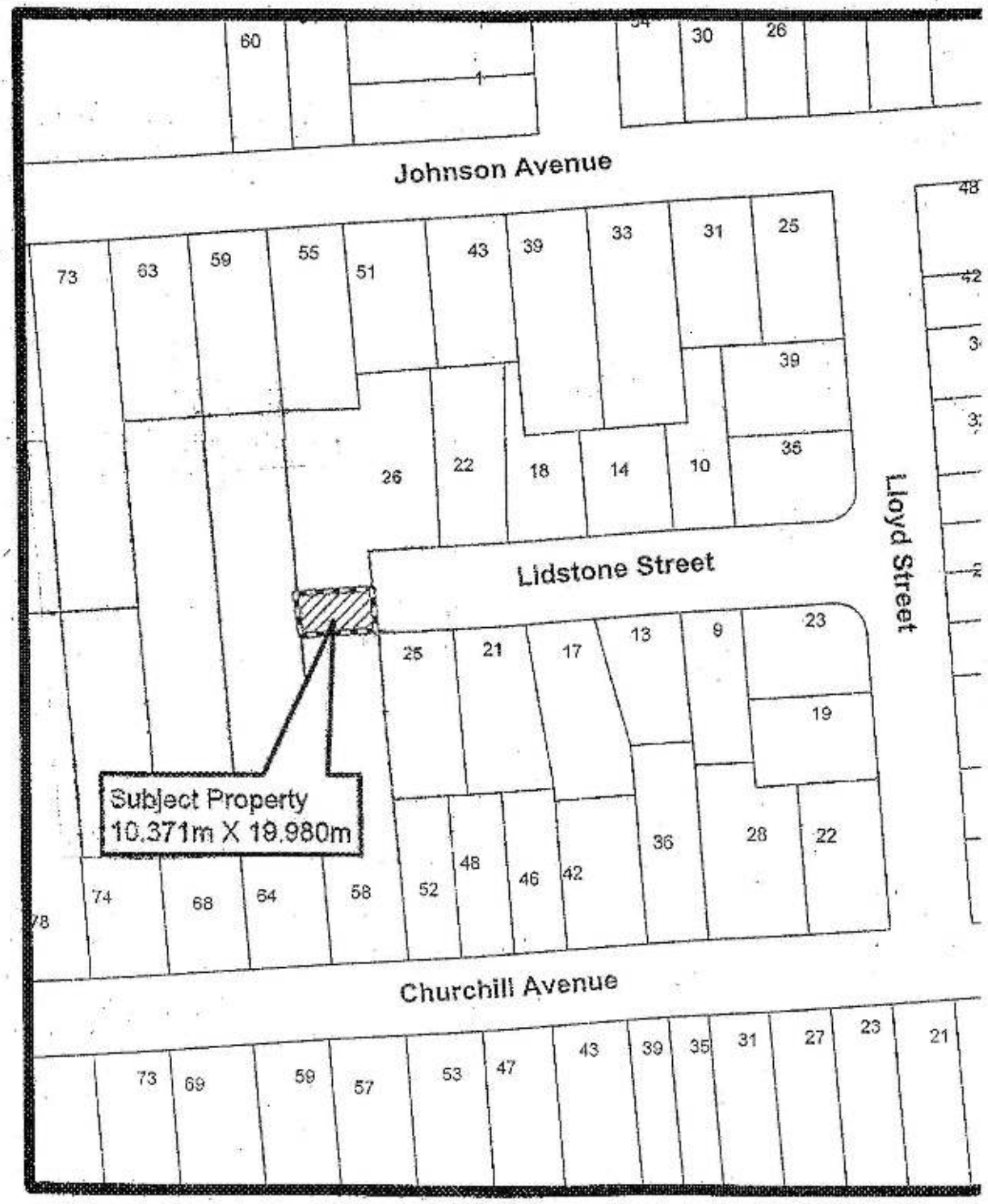
_____
MAYOR – DEBBIE AMAROSO

_____
DEPUTY CITY CLERK – RACHEL TYCZINSKI

We have the authority to bind the corporation.

_____
GINA PARISI

SCHEDULE "A" TO THE AGREEMENT BETWEEN
THE CITY AND GINA PARISI



SUBJECT PROPERTY MAP

METRIC SCALE
1 : 1200

10(b)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-136

AGREEMENT: (I3) A by-law to authorize the execution of a Licence Agreement between the City and Shaw Communications Inc. allowing for the installation of the "Go-WiFi" service in City owned buildings and on City owned properties.

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 Deputy 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 Agreement dated August 12, 2013 between the City and Shaw Communications Inc. attached as Schedule "A" hereto. This agreement allows for the installation of the "Go-WiFi" service in City owned buildings and on City owned properties.

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 12th day of August, 2013.

MAYOR - DEBBIE AMAROSO

DEPUTY 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

ds LEGAL\STAFF\BY_LAWS\2013\2013-136 LICENCE AGREEMENT Shaw WiFi

Schedule "A"

10(b)

LICENCE AGREEMENT

THIS LICENCE AGREEMENT is made as of the 12th day of August, 2013. (this "Licence")

BETWEEN:

SHAW CABLESYSTEMS LIMITED
(the "Licencee")
OF THE FIRST PART

-and-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(the "Licencor")
OF THE SECOND PART

WHEREAS the Licencor is the registered owner of various lands and buildings throughout the City of Sault Ste. Marie (collectively, the "Facilities");

AND WHEREAS the Licencee has launched Shaw Go WiFi, a new service that allows electronic devices to exchange data or connect to the internet wirelessly in order for the Licencee to offer complimentary WiFi services to both the Licencee's customers and non-Licencee customers;

AND WHEREAS the Licencee is desirous of installing certain Equipment (as hereinafter defined) in various Facilities for the provision of Shaw Go WiFi services;

AND WHEREAS the Licencee has requested the permission of the Licencor to install, operate and maintain certain telecommunication devices, access points, cable, and related equipment (the "Equipment") for the provision of Shaw Go WiFi services in various Facilities;

AND WHEREAS the Licencor is agreeable to allow the Licencee to install, operate and maintain the Equipment required for Shaw Go WiFi at the Facilities, subject to the terms and conditions hereinafter contained;

NOW THEREFORE in consideration of the covenants and agreements herein contained and hereby assumed the parties for themselves and their respective successors and permitted assigns do hereby covenant and agree with one another as follows:

10(b)

1. GRANT OF LICENCE

A. The Licencor hereby grants to the Licencee a non-exclusive right and licence to access and attach in, on, or to the Facilities, to install, operate and maintain the Equipment used for the purpose of transmission, emission or reception of signs, signals, writings, images, sounds or intelligence of any nature related to the Shaw Go WiFi service, subject to the Licencee successfully complying with the Licencor's Permit Application Process as set out in Section 1(B) herein for each proposed Facility install.

B. The parties hereto acknowledge and agree that the Licencee shall fully cooperate and comply with the Licencor's Permit Application Process (the "Application"), to be designed by the Licensor at its sole discretion. The parties further acknowledge and agree that this Application process requires the Licencee to provide the Licencor with the following information, to the Licencor's satisfaction, for each Facility prior to the installation of any Equipment at the proposed Facility:

   a. The name of the proposed Facility for access to and installation of Equipment;

   b. Particulars of all Equipment to be installed in the proposed Facility;

   c. Drawings depicting the proposed location(s) for the Equipment to be installed in the proposed Facility;

   d. A list of proposed contractors, sub-contractors, employees and/or assigns who will be accessing and completing the installation, inspections and maintenance of the Equipment at the proposed Facility;

   e. A Work Plan for the installation of the Equipment, including the access requirements for the proposed Facility and the proposed dates, times and work to be completed;

   f. A Maintenance and Inspection Plan for the Equipment for the Facility for the duration of the Term and Renewal Term, if applicable;

   g. A plan for responding to technical difficulties encountered in a Facility;

   h. Any further information as required by the Licencor, in its sole discretion.

   The Licencee further acknowledges and agrees that the Licencor may approve, deny and/or require amendments to the Licencee's Application, which decision shall be made at the sole discretion of the Licencor. The parties hereto further acknowledge and agree that any and all approved Application(s) shall form part of this Agreement and be subject to the terms and conditions set forth herein.

10(b)

The Licensor will endeavor to respond to the Licencee's Application within thirty (30) days of the Licensor's receipt of a completed Application from the Licencee.

C. For each approved Facility, the Licencee shall install the Equipment in accordance with the approved Application and comply with any requirements and conditions set out by the Licencor, if any, on the approved Application and this Agreement.

D. The Licencee shall have the right at any time and at its own cost and expense to connect to and draw power from the Licencor's electrical power supply to the extent set out in the approved Application applicable to that Facility. The Licencee shall be responsible for its own electrical connection costs and for the electrical consumption used at the Facilities, which method of calculating such connection and consumption costs shall be determined solely by the Licencor and set out in the approved Application applicable to that Facility. In the event that the Licencee determines the costs set by Licencor for electric consumption in an approved Application are in excess of Licencee's required usage, the Licensor agrees to work with the Licencee to review the Licencee's concerns. If the parties fail to reach an agreement regarding costs for electrical consumption for a particular Facility, that Facility shall be removed from this Licence as an approved Facility immediately.

E. The parties hereto acknowledge and agree that this is a non-exclusive Licence and therefore, third parties may also be permitted by the Licencor to make installations of equipment on or in the Facilities. The Licencee hereby confirms that the Licencor has not provided any representation, warranty or other assurance that a third party's installation, connection, operation, maintenance, repair, inspection, replacement and/or removal of work or equipment at a Facility shall be without interference to the Licencee. The Licencee further acknowledges and agrees that the Licencor shall be at no risk, liability or expense in the event that a third party's presence as set out herein at an approved Facility impairs or interferes with the Licencee's Equipment and/or the provision of Shaw Go WiFi or any other matters related to this Licence unless the Licencor granted such third party a right to impair or physically interfere with the Equipment. Further, the parties hereto acknowledge and agree that the Licencor shall not be responsible or called upon to resolve any signal interference issues that may arise between the operation of the Licencee's Equipment and the operation of any third party equipment located at an approved Facility.

F. The parties hereto acknowledge and agree that the Licencor has installed WiFi and other internal technological systems at the Facilities and further that the Licencor may, in the future, deem it necessary to install other technological systems in the approved Facilities. The parties hereto acknowledge and agree that the Licencee shall not at any time cause or permit the Equipment at any approved Facility to interfere with the Licencor's own WiFi or other internal technological systems installed at the same Facility, which finding of interference shall be made by the Licencor in its sole determination.

10(b)

2. TERM

The term of this Licence shall commence on August 12, 2013 and shall continue for a period of ten (10) years (the "Term"). The Term shall automatically renew for successive five (5) year periods (the "Renewal Term") unless a party to this Licence notifies the other party six (6) months prior to the expiry of such Term or Renewal Term, as applicable.

3. USE

A. The Licencee's use of the approved Facilities shall be only for the purpose of installing, connecting, operating, maintaining, inspecting, repairing, replacing, and removing the Equipment required for the provision of Shaw Go WiFi services to the Licencee's customers and to provide complimentary use by non-Licencee customers at the approved Facilities. All use by non-Licencee customers shall be subject to the Licencee's Guest Access terms and policies in place from time to time and in each case use is limited to uses at each approved Facility where the Licencee has installed and is operating the Equipment.

B. The Equipment shall be installed and used solely for the purpose of allowing electronic devices to exchange data or connect to the internet wirelessly through Shaw Go WiFi for use by Licencee's customers and for complimentary use by non-Licencee customers in the approved Facilities.

C. Unless otherwise set out in this Agreement, the Licencor covenants and agrees that it shall not for any reason whatsoever allow or permit or cause others to use, alter, remove or access any of the Equipment during the Term or Renewal Term, as applicable.

D. The Licencee confirms that the Licencor has not provided any representation, warranty, or other assurance regarding the suitability of the Facilities or any part thereof for use by the Licencee. Prior to any installation of Equipment at an approved Facility, the Licencee acknowledges that it shall carry out an inspection of the approved Facility to satisfy itself concerning the suitability of same for its purposed use and that it is using the approved Facility on an "as is where is" basis. In the event that aforesaid inspection by the Licencee generates any concern as to the suitability of the approved Facility for its use, the Licencee shall not use same and shall report such concern(s) to the Licencor immediately.

4. ACCESS

A. The Licencor hereby grants to the Licencee its contractors, sub-contractors, employees and/or assigns all rights of direct access during the applicable approved Facility's operating hours or any other hours expressly permitted by the Licencor in writing.

10(b)

B. When accessing any of the approved Facilities, the Licencee acknowledges and agrees that it shall not unduly interfere with or interrupt the normal business operations of the Licencor.

C. If, at the sole discretion of the Licencor, the Licencor and/or emergency personnel requires access to any approved Facility such that temporary removal and/or relocation of any portion or the entirety of the Equipment is required, the Licencee shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Equipment to its condition prior to such access by the Licencor and/or emergency personnel. The Licencor agrees that in each case where it is required to temporarily remove and/or relocate the Licencee's Equipment, where practicable to do so, the Licensor shall provide the Licencee with advance notice of the required changes.

5. ASSIGNMENT

The Licencee shall be permitted to assign, sub-licence or licence the whole or any part of the Equipment and rights of access set out herein only with the consent of the Licencor to any assignee, sub-leasee or Licencee (the "Assignee") provided that the Licencee shall not be relieved from any of its obligations under this Licence until the Assignee(s) agree(s) in writing with Licencor to be bound by the terms and conditions of this Licence. Notwithstanding the foregoing, Licencee may, with consent, assign this Licence to an Affiliate of the Licencee. For the purpose of this Licence "Affiliate" shall have the meaning given to it pursuant to the *Canada Business Corporations Act* and includes a parent company of the Licencee.

6. LICENCEE'S WORK

A. The Licencee shall at its own expense install, attach, repair, operate, inspect and maintain the Equipment in a good, professional and skilled manner. All installation, reconfiguration, attachment, maintenance, repair, inspections and operations to be carried out under this Licence by the Licencee shall be done at the Licencee's sole expense, liability and risk.

B. During the Term or Renewal Term (if applicable) and upon the expiration or earlier termination of the Licence, the Licencee shall forthwith repair at its sole cost, liability and expense, and to the reasonable satisfaction of the Licencor all damages, structural or otherwise that may be caused to each and every approved Facility by reason of the Licencee's installation, reconfiguration, attachment, repair, maintenance, inspection, operation or removal of the Equipment and the provision of, or any other matters related directly or indirectly to this Licence. In the event that the Licencor has notified the Licencee of such needed repairs and the Licencee fails to forthwith repair the aforesaid damages within thirty (30) days of receipt of such notice, the parties hereto acknowledge and agree that the Licencor may repair or cause such repairs to be effected and all charges for such repairs and matters related thereto shall be payable by the Licencee.

10(b)

C. The Licencee shall complete regular inspections and maintenance of all Equipment installed in a Facility in accordance with the Maintenance and Inspection Plan. The Licencee shall assume full responsibly for all activities, costs, liabilities and expenses related directly or indirectly to its maintenance and inspection of the Equipment.

D. The Licencee may make alterations and/or improvements to the Equipment during the Term or Renewal Term (if applicable) with the consent of the Licencor. The costs, liabilities and risks associated with the removal, alterations and/or improvements of the Equipment by the Licencee shall be the responsibility of the Licencee or agents.

E. The Licencor hereby agrees that the Equipment shall not become fixtures of an approved Facility but shall be and shall remain the personal property of the Licencee at all times and may be removed in accordance with the terms and conditions of this Licence.

F. The Licencee shall secure the necessary financing, labour, services, equipment, permits and approvals prior to commencing any work related to this Licence. The Licencee shall ensure that the Equipment and the installation, maintenance, repair, inspection, repair, use and operation of the Equipment in each and every approved Facility complies with the requirements of the *Ontario Electrical Safety Code*, *Ontario Building Code*, Ontario Energy Board, *Occupational Health and Safety Act*, and any other pertinent codes and legislation.

G. The Licencee shall submit to the Licencor, in advance for the Licencor's approval, copies of any and all advertising or promotional material in all formats that the Licencee desires to utilize, broadcast, publish or otherwise make known to the public (the "Advertising") regarding the installation and use of Shaw "Go WiFi" in the Facilities and this Licence.

H. The Licencee shall be responsible to respond to any and all technical difficulties and related matters it encounters with the Equipment and Shaw "Go WiFi" in any approved Facility, including without limitation the failure of Shaw "Go WiFi" to operate even on a temporary basis. The parties hereto acknowledge and agree that the Licencor shall not be responsible for responding to any such technical difficulties or related matters.

I. The Licencee shall not do or cause to be done any action which would damage, waste, disfigure, or injure the Facilities or any part thereof or otherwise cause a nuisance. Any such action to the Facilities by the Licencee or any of the Licencee's contractors, subcontractors, employees, agents or assignees shall be at the financial responsibility and liability of the Licencee to repair. In the event that the Licencee fails to repair any such damages within ten (10) days of its receipt of notice from the Licencor, the Licencee agrees that the Licencor may undertake all work required to

repair such damages and the Licencee shall be responsible for the Licencor's costs for the work that the Licencor, in its sole view, deems necessary to repair the Facilities. Any costs incurred by the Licencor to repair the Facilities for such waste and nuisance as said in this paragraph shall be payable by the Licencee immediately upon demand by the Licencor.

J. Subject to Section 4(C), if at any time during the Term or Renewal Term (if applicable), the Licencor requires the Licencee to relocate any Equipment installed in an approved Facility, the Licencor shall provide the Licencee with at least ninety (90) days notice. Licencee shall promptly relocate such Equipment to a location(s) to be approved by the Licencor at the Licencee's sole cost, liability and expense. In such an event, if the Licencee fails to relocate such Equipment within ninety (90) days following such notice of relocation by the Licencor, the Licencor may, its sole discretion, remove and store or dispose of same and all charges for such removal, storage and/or disposal shall be payable by the Licencee immediately upon demand by the Licencor.

K. Subject to Section 4(C), if at any time during the Term or Renewal Term (if applicable), the Licencor is required to relocate a particular Facility that has Equipment installed in it, the Licencor shall provide the Licencee with no less than ninety (90) calendar days notice. The Licencee shall at its sole cost and liability remove the Equipment from the applicable Facility immediately upon the expiry of the notice period. In the event that the Licencee fails to remove such Equipment within ninety (90) days following such notice of relocation by the Licencor, the Licencor may, its sole discretion, remove and store or dispose of same and all charges for such removal, storage and/or disposal shall be payable by the Licencee immediately upon demand by the Licencor.

7. TERMINATION

A. The Licencee may, in its sole discretion, by giving ninety (90) days prior written notice to the Licencor, terminate any approved Facility. Upon the Licencee giving such notice, it shall promptly remove all the Equipment from such Facility. In the event that the Licencee fails to remove all Equipment from such Facility within thirty (30) days following the expiry of the aforesaid period of notice, the Licencor may, in its sole discretion, remove and store or dispose of same and all charges for such removal, storage and/or disposal shall be payable by the Licencee immediately upon demand by the Licencor.

B. In the event that the Licencor determines the Licencee's Equipment and/or the provision of Shaw Go WiFi interferes with the Licencor's WiFi and/or other internal technological systems, the Licencor shall notify the Licencee. Upon the Licencee's receipt of such notice, it shall immediately make or cause to be made such adjustments to such Equipment to eliminate the interference. If the Licencee is not able to eliminate the interference to the satisfaction of the Licensor, the Licencor

may, at its option, approve the Licencee moving the Equipment to a new location at the Facility or if there is no new suitable location in that Facility, terminate the approval of the Equipment at that Facility.

C. In the event of default, the Licencor may, at its option, terminate this Licence. The following events constitute default:

(i) If the Licencee makes a material misrepresentation to the Licencor in connection with this Licence;

(ii) If the Licencee becomes bankrupt (voluntarily or involuntarily) or becomes subject to any proceeding seeking liquidation, re-arrangement relief or relief of creditors;

(iii) If a receiver is appointed over any of the Licencee's property or undertakings; and

(iv) A material breach of this Licence, which the Licencee fails to remedy within thirty (30) days of receipt of notice from the Licencor.

D. Upon the expiration of the Term or Renewal Term (if applicable) of this Licence or upon earlier termination of this Licence (collectively, the "Termination Date"), the Licencee shall promptly commence actions to remove all Equipment from all of the approved Facilities. In the event that the Licencee fails to remove all Equipment from such Facilities within one hundred eighty (180) days following the Termination Date, the Licencee acknowledges and agrees that the Licencor may remove and store or dispose of same and all charges for such removal, storage and/or disposal shall be payable by the Licencee immediately upon demand by the Licencor.

E. The Licencee shall be responsible for all costs, expenses and liabilities for the removal of all Equipment at the Termination Date and shall further be required to make good any damage caused by the presence, installation and removal of such Equipment at its full risk and expense.

F. The termination of this Licence by expiry or otherwise shall not affect the liability of either party to the other with respect to any obligation under this Licence which has accrued up to the Termination Date that has not been properly satisfied or discharged.

G. The terms of this Licence shall survive the termination of this Licence until the Licencee has removed all Equipment and restored the approved Facilities in accordance with the terms of this Licence to the satisfaction of the Licencor.

10(b)

8. INSURANCE AND INDEMNITY

A. The Licencee shall during the Term or Renewal Term (if applicable) keep in full force and maintain at its sole expense, for every approved Facility, general liability insurance to the inclusive limit of not less than Five Million ($5,000,000.00) Dollars per occurrence, insuring all claims for damage to property, personal injury or death, or any other losses or damages, including such other costs and expenses suffered or sustained in relation to or in connection with the Licencee's use of approved Facilities, the Equipment, and the provision of Shaw Go WiFi at the approved Facilities. This amount shall be reviewable and subject to adjustment at the sole discretion of the Licencor. Each insurance policy referenced herein shall list the City of Sault Ste. Marie as an "Additional Insured". A Certificate of Insurance to the satisfaction of the Licencor confirming the above coverages are in effect for the Term and Renewal Term (if applicable) shall be provided to the Licencor at the time a Facility is approved by the Licencor for the Licencee's use hereunder and thereafter a renewal certificate of insurance for such approved Facility shall be provided to Licencor on each anniversary of such approval. The parties hereto further acknowledge and agree that the taking out of insurance shall not limit the Licencee's liability under this Licence.

B. The Licencee hereby releases and forever discharges the Licencor, including its elective officials, officers, employees, agents and contractors; and the Licencee further agrees that notwithstanding anything to the contrary contained herein the Licencor, including elected officials, officers, employees, agents and contractors shall not be liable to the Licencee or to anyone for whom the Licencee may be in law responsible for any loss of or damage to property, personal injury or death or any other loss, actions, claims, causes of action, damages and such other costs and expenses incurred, suffered or sustained by the Licencee or any of the Licencee's agents, employees and contractors in relation to or in connection with the Licencee's use of the Facilities or any other matters under this Licence unless caused by the negligence or willful misconduct of the Licencor, its elective officials, officers, employees, agents and contractors.

C. The Licencee shall fully indemnify and save the Licencor harmless, including the Licencor's elected officials, officers, employees, agents and contractors from and against any losses, costs (including without restriction, legal costs on a substantial indemnity basis), liabilities and expenses incurred by the Licencor because of any demand, action or claim brought against the Licencor as a result of any loss of or damage to property, personal injury or death or any other losses or damages, both direct or indirect, including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with the Licencee's use of the Facilities or any other matters under this Licence unless caused by the negligence or willful misconduct of the Licencor, its elective officials, officers, employees, agents and contractors. The Licencor agrees to provide Licencee prompt written notice of any such claim.

D. The Licencee shall comply with all laws, by-laws, rules and regulations of any governing body respecting the Facilities, Equipment and Shaw Go WiFi" and shall save harmless and fully indemnify the Licencor against any and all costs, losses, damages, liabilities and expenses of every kind or nature the Licencor may suffer, be at or be put to by reason of or in consequence to the non-compliance by the Licencee which such laws, by-laws, rules and regulations.

9. HEALTH & SAFETY AND WSIB

The Licencee and any contractor(s) or sub-contractor(s) employed by them shall comply with all requirements of the *Occupational Health and Safety Act* and its regulations; including but not limited to, providing proof of compliance of WSIB requirements (maintain WSIB Clearance Certificate on file with the City for duration of on-site work), and compliance with the City's contractor qualification policy. The Licencee shall ensure that the requirements as set out herein apply to any subcontractors employed by the Licencee.

10. FORCE MAJEURE

A. In the event that any Equipment is wholly or substantially destroyed and thereby rendered inoperable as a result of an act of God, fire or war the Licencee shall complete the following within thirty (30) days after such an event:

(i) The Licencee shall determine whether or not it will repair or replace the Equipment in the Facilities; and

(ii) The Licencee shall notify the Licencor in writing.

B. If the Licencee determines that it will repair or replace the Equipment following an event as described in Section 10(A) herein, the parties hereto acknowledge and agree as follows:

(i) The Licencee shall complete all work necessary to render the Equipment operable commencing the date the notice required under Section 10(A)(ii) is received and ending as soon as the Equipment is rendered operable (the "Repair Period"), however under no circumstances shall the Repair Period exceed a period of time greater than six (6) months from the event described in Section 10(A); and

(ii) the balance of the Licencee's obligations under this Licence shall remain in full force and effect during the Repair Period.

C. If the Licencee determines that it will not repair or replace the Equipment as a result of an act of God, fire or war, the parties hereto acknowledge and agree that the Equipment affected shall be removed from the Facility by Licencee and the Facility shall be removed from this Licence as an approved Facility immediately.

10(b)

11. ENTIRE AGREEMENT

This Licence contains the entire agreement between the parties hereto with respect to the installation and use of the Equipment in the Facilities and that there are no prior representations, either oral or written, between them other than those set forth in this Licence. This Licence supersedes and revokes all previous negotiations, arrangements, options to licence, representations and information conveyed, whether oral or written, between the parties hereto. The Licencor acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as is expressly set out in this Licence.

12. GOVERNING LAW

This Licence shall be interpreted according to the laws of the Province of Ontario. This Licence shall also be subject to all applicable federal, provincial and local laws, and regulations, ruling and orders of governmental agencies. The parties hereto agree to submit any dispute regarding this Licence to the exclusive jurisdiction of a competent court located within the Province of Ontario.

13. INVALIDITY

The invalidity or unenforceability of any provision of this Licence shall not affect the validity or enforceability of any other provision, but shall be deemed to be severable.

14. PROPRIETARY RIGHTS

The Licencee hereby agrees that this Licence in no way confers any rights, benefits or title in any way to the Licencee of the Facilities, and that the Facilities and any part thereof is the property, title and right of the Licencor. The Licencor agrees that all Equipment installed by the Licencee in the Facilities shall remain the property of the Licencee.

15. BINDING AGREEMENT

The Licencor covenants that it has good right, full power, and absolute authority to grant this Licence to the Licencee and this Licence shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers. The Licencee covenants that it has good right, full power, and absolute authority to grant this Licence to the Licencor and this Licence shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.

10(b)

16. NOTICE

Any notice required or permitted to be given under this Licence must be in writing and may be given by delivering or mailing the notice to:

in the case of notice to the Licencor to:

The Corporation of the City of Sault Ste. Marie
Attention: City Solicitor
Legal Department
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, Ontario P6A 5N1
Fax: (705) 759-5405

in the case of notice to the Licencee to:

Shaw Cablesystems Limited
Attn: General Counsel and Corporate Secretary
Suite 900, 630 – 3rd Avenue SW
Calgary, Alberta T2P 4L4
Fax: (403) 716-6544

or to such other address as either party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the 5th business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the 1st day next following the dating of faxing.

17. EXECUTION

This Licence shall not be in force or bind either of the parties hereto until executed by both the parties named herein.

10(b)

IN WITNESS WHEREOF the parties hereto have signed this Agreement this 12th day of August, 2013.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: _____
Name: Debbie Amaroso
Position: Mayor

Per: _____
Name: Rachel Tyczinski
Position: Deputy City Clerk

**We are authorized to bind the Corporation of the City of Sault Ste. Marie*

SHAW CABLESYSTEMS LIMITED

Per: _____
Name:
Position:

**I am authorized to bind Shaw Cablesystems Limited*

SHAW CABLESYSTEMS LIMITED

Per: _____
Name:
Position:

**I am authorized to bind Shaw Cablesystems Limited*

10(c)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-137

AGREEMENT: (P3.4) A by-law to authorize the execution of a Letter of Agreement between Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario and the City for funding under the Dedicated Gas Tax Funds for Public Transportation Program.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

   The Mayor and Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a Letter of Agreement in the form of Schedule "A" attached hereto and dated July 8, 2013 between Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario and the City for funding under the Dedicated Gas Tax Funds for Public Transportation Program.

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 12th day of August, 2013.

MAYOR - DEBBIE AMAROSO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

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

106)

Ministry of Transportation

Office of the Minister

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

Ministère des Transports

Bureau du ministre

Édifice Ferguson, 3e étage
77, rue Wellesley ouest
Toronto (Ontario)
M7A 1ZA
(416) 327-9200
www.mto.gov.on.ca

Ontario

Schedule "A"

July 8, 2013

Her Worship Debbie Amaroso
Mayor
City of Sault Ste. Marie
PO Box 580, 99 Foster Drive
Sault Ste. Marie ON P6A 5N1

Dear Mayor Amaroso,

RE: Letter of Agreement between Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (the "Ministry") and the City of Sault Ste. Marie (the "Municipality") Related to Funding Provided by the Province of Ontario (the "Province") to the Municipality under the Dedicated Gas Tax Funds for Public Transportation Program (this "Letter of Agreement")

This Letter of Agreement sets out the terms and conditions for the use of dedicated gas tax funds by municipalities for public transportation.

As the Province desires to increase public transportation ridership to support the development of strong communities, the Ministry maintains a Dedicated Gas Tax Funds for Public Transportation Program (the "Program"), under which two cents of the existing provincial gas tax will be provided to municipalities for public transportation expenditures.

Any funding to the Municipality by the Ministry will be provided in accordance with the terms and conditions set out in this Letter of Agreement and the enclosed Dedicated Gas Tax Funds for Public Transportation Program Guidelines and Requirements (the "guidelines and requirements").

.../2

In consideration of the mutual covenants and agreements contained in this Letter of Agreement and the guidelines and requirements, which have been reviewed and are understood by the Municipality and are hereby incorporated by reference, the Ministry and the Municipality covenant and agree as follows:

1. To support increased public transportation ridership in the Municipality, and in recognition of the Municipality's need for predictable and sustainable funding to support investments in the renewal and expansion of public transportation systems, the Ministry agrees to provide funding to the Municipality under the Program in an amount up to $1,188,805 in accordance with, and subject to, the terms set out in this Letter of Agreement, and the guidelines and requirements, with $594,403 payable on receipt of this signed Letter of Agreement and related authorizing municipal by-law, and any remaining payment(s) payable thereafter.

2. Despite Section 1, the Municipality understands and agrees that any amount payable under this Letter of Agreement may be subject, at the Ministry's discretion, to adjustment to reflect final gas tax receipts and any other adjustments as set out in the guidelines and requirements, including those related to annual appropriations or dedication, as applicable, of funds by the Legislative Assembly of Ontario.

3. If the Municipality receives dedicated gas tax funds on behalf of any other municipality, and the other municipality has agreed to the Municipality collecting the dedicated gas tax funds on its behalf, the Municipality shall provide, upon request and in compliance with the requirements set out in the guidelines and requirements, any applicable municipal by-law and legal agreement between the Municipality and the other municipality providing for such arrangement to the Ministry prior to the payment of any dedicated gas tax funds by the Ministry under this Letter of Agreement.

4. The Municipality shall deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve account, and use such funds only in accordance with the guidelines and requirements.

.../3

5. The Municipality shall adhere to the reporting and accountability measures set out in the guidelines and requirements, and shall provide all requested documents to the Ministry.

6. The Municipality understands and agrees that the funding provided under this Letter of Agreement represents the full extent of the Ministry's and Province's financial contribution under the Program, and that no additional funds will be provided by either the Ministry or the Province for such purposes to the Municipality for the 2012/2013 Program year.

7. The Ministry may terminate this Letter of Agreement at any time, without cause, upon giving at least sixty (60) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement without cause, it may cancel all further dedicated gas tax funds payments. Where the Ministry has terminated this Letter of Agreement under this Section, the Ministry may, after determining the Municipality's reasonable costs to terminate any binding agreement for any eligible public transportation service acquired, or to be acquired, with dedicated gas tax funds provided under this Letter of Agreement, provide the Municipality with additional funding to offset, in whole or in part, such costs. The additional funding may be provided only if there is an appropriation for this purpose, and in no event shall the additional funding result in the total funding under this Letter of Agreement exceeding the amount specified under Section 1.

8. If the Legislature fails to appropriate sufficient funds for the Program, the Ministry may terminate this Letter of Agreement immediately by giving written notice to the Municipality. In such instance, the Ministry may cancel all further dedicated gas tax fund payments.

9. Any provisions, including those in the guidelines and requirements, which by their nature are intended to survive the termination or expiration of this Letter of Agreement, shall survive its termination or expiration.

10. The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

10(c)

If the Municipality is satisfied with and accepts the terms and conditions of this Letter of Agreement, please secure the required signatures for the four enclosed copies of this Letter of Agreement and return two fully signed copies to:

Ministry of Transportation
Division Services and Program Management Office
27th Floor, Suite # 2702
777 Bay Street,
Toronto, Ontario
M7A 2J8

Once the Ministry has received the signed copies, the last signature of which shall be the effective date of this Letter of Agreement, together with a copy of the authorizing municipal by-law, the Ministry will make arrangements for the payment of the dedicated gas tax funds to the Municipality.

Yours sincerely,

Glen Murray
Minister of Transportation

I have read and understand the terms of this Letter of Agreement, as set out above, and by signing below I am signifying the Municipality's consent to be bound by these terms.

The Corporation of the City of Sault Ste. Marie

Per: _____ Date: August 12, 2013
Mayor Debbie Amaroso

Per: _____ Date: July 24, 2013
Chief Financial Officer/Treasurer

Per: _____ Date: August 12, 2013
~~Clerk Malcolm White~~
Deputy City Clerk - Rachel Tyczinski

10(d)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-153

AGREEMENT: (C2.13(6)) A by-law to authorize a Municipality Contribution Agreement between the City and Ontario Lottery and Gaming Corporation for payment of slot machine revenues and table games revenues to the City.

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 Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a Municipality Contribution Agreement dated August 12, 2013 between the City and Ontario Lottery and Gaming Corporation attached as Schedule "A" hereto. This agreement sets out the terms for payment by Ontario Lottery and Gaming Corporation of the City's share of slot machine revenues and table games revenues.

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 12th day of August, 2013.

MAYOR - DEBBIE AMAROSO

DEPUTY CITY CLERK - RACHEL TYCZINSKI

NOTICE
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CITY SOLICITOR

c:\ LEGAL\STAFFBYLAWS\2013\2013-153 OLG Agreement

Schedule "A"

10(d)

AMENDED AND RESTATED MUNICIPALITY CONTRIBUTION AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT is made as of the 12 day of August, 2013.

B E T W E E N:

ONTARIO LOTTERY AND GAMING CORPORATION, a statutory corporation established under the *Ontario Lottery and Gaming Corporation Act, 1999* (Ontario) with its head office located at 70 Foster Drive, Suite 800, Sault Ste. Marie, ON P6A 6V2 and its corporate office located at 4120 Yonge Street, Suite 420, Toronto, ON M2P 2B8, facsimile number 416-224-7003

(hereinafter referred to as "**OLG**")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE, with its administrative office located at 99 Foster Drive, P.O. Box 580, Sault Ste. Marie, ON P6A 5N1, facsimile number 705-541-7171

(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

WHEREAS OLG has the authority to conduct and manage lottery schemes within the meaning of subsection 207(4) of the *Criminal Code* (Canada) and subject to the *Gaming Control Act, 1992* (Ontario), including Electronic Games and Live Table Games;

AND WHEREAS OLG conducts and manages a gaming site at 30 Bay Street West, Sault Ste. Marie, ON P6A 7A6 (the "**Location**");

AND WHEREAS the parties entered into a municipality contribution agreement (the "Previous MCA") dated as of April 1, 2013 whereby the parties acknowledged it would be in the public interest for the host Municipality of the Location to have access to funds which may be used, at the discretion of the Mayor and Council, for municipal purposes such as services relating to registering property, transit services and passenger transportation services;

AND WHEREAS, as a result of an amendment in the calculation of the Annual Contribution and the implementation of a community recognition program (the "CRP") by the parties, the parties hereto desire to amend and restate the Previous MCA by entering into this amended and restated municipality contribution agreement (the "Agreement");

10(d)

NOW THEREFORE in consideration of the respective covenants and agreements, representations, warranties and indemnities herein contained and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party hereto) the parties agree as follows:

1. Definitions

As used herein, including the foregoing recitals, the following terms shall have the respective meanings indicated below:

(a) **"Agreement"** has the meaning set forth in the recitals to this Agreement;

(b) "**Annual Contribution**" has the meaning set forth in Section 3(a);

(c) "**Annual Contribution Quarterly Payment**" has the meaning set forth in Section 4(a);

(d) "**Casino Games**" means Electronic Games, Live Table Games and such other casino games and promotional schemes that are, in each case, conducted and managed by OLG from time to time during the Term at the Location;

(e) **"CRP"** has the meaning set forth in the recitals to this Agreement;

(f) "**Effective Date**" means April 1, 2013 or such later date as OLG may specify;

(g) "**Effective Date of Termination**" has the meaning set forth in Section 2;

(h) "**Electronic Games**" means all electronic gaming devices, including but not limited to reel-type and video-type slot machines, electronic table games and dealer assisted electronic games, in each case, whether or not a live dealer is present to enable or control game play;

(i) "**Electronic Games Revenue**" means, for any period, the sum of net revenue generated from Electronic Games at the Location, calculated in accordance with International Financial Reporting Standards or such other Canadian generally accepted accounting principles as OLG adopts from time to time in its sole discretion. For greater certainty, the Electronic Games Revenue will only include net revenue generated from the Electronic Games at the Location and will not include any revenue whatsoever from other products or services provided by OLG at the Location in the Municipality;

(j) "**Live Table Games**" means games operated by a live dealer at a single gaming table, but excluding Electronic Games;

(k) "**Live Table Games Revenue**" means, for any period, the sum of net revenue generated from Live Table Games at the Location, if any, calculated in accordance with International Financial Reporting Standards or such other Canadian generally accepted accounting principles as OLG adopts from time to time in its sole discretion. For greater certainty, the Live Table Games Revenue will only include net

10(d)

revenue generated from the Live Table Games at the Location and will not include any revenue whatsoever from other products or services provided by OLG at the Location in the Municipality;

(l) "**Location**" has the meaning set forth in the recitals to this Agreement;

(m) "**Operating Year**" means each period from April 1st to March 31st inclusive, during the Term, to the end of the Term, except that the first Operating Year shall be the period beginning on the Effective Date and ending on the following March 31st and if this Agreement shall be terminated effective on a date other than March 31st in any year, then the period from April 1st of the calendar year in which such termination occurs (or April 1st of the immediately preceding calendar year if the date of termination occurs in January, February or March) to such effective date of termination shall be treated as an Operating Year;

(n) "**Overpayment**" has the meaning set forth in Section 4(c);

(o) "**Previous MCA**" has the meaning set forth in the recitals to this Agreement; and

(p) "**Term**" means the period of time referred to and described in Section 2 hereof.

2. Term and Termination

The term of this Agreement (the "**Term**") will become effective on the Effective Date and will terminate at the earliest of:

(a) the date on which all Casino Games are no longer conducted and managed by OLG in the Municipality at the Location;

(b) the date on which any license, permit, approval, consent and/or other permission that may be required for the continued use and operation of the Casino Games at the Location in the Municipality is no longer available, becomes invalid or ceases to have effect;

(c) the effective date of written notice of termination provided by OLG to the Municipality, which effective date must be specified by OLG in such notice; provided, however, that such effective date shall be at least 30 days following the date of such notice. OLG will endeavour to provide more than 30 days' notice, and, where not practicable to do so, OLG shall:

(i) explain, in said notice, why it is not practicable to do so, subject to any confidentiality concerns, as well as setting out in such notice the length of the time period equal to the difference between: (A) 365 days; and (B) the number of days' notice actually given by OLG. For greater certainty, such time period shall not exceed 335 days; and

(ii) pay to the Municipality, in accordance with the timelines in Section 4, amounts which aggregate OLG's estimation of the Annual Contribution

10(d)

Quarterly Payment that OLG would have paid in respect of the time period referred to in subsection 2(c)(i) above had this Agreement not been terminated in accordance with this Section 2(c); and

(d) the date mutually agreed to in writing between OLG and the Municipality

(the "**Effective Date of Termination**").

3. Payments

(a) During the Term and subject to the terms and conditions of this Agreement, the Municipality shall be entitled to receive from OLG in respect of each Operating Year the amount (the "**Annual Contribution**") equal to the sum of **A** + **B**, where:

A is the aggregate (without duplication) of:

(i) 5.25% of the Electronic Games Revenue, if any, generated in such Operating Year that is less than or equal to $65 million; plus

(ii) 3.00% of the Electronic Games Revenue, if any, generated in such Operating Year, that is more than $65 million and less than or equal to $200 million; plus

(iii) 2.50% of Electronic Games Revenue, if any, generated in such Operating Year, that is more than $200 million and less than or equal to $500 million; plus

(iv) 0.50% of Electronic Games Revenue, if any, generated in such Operating Year, that is more than $500 million; and

B is 4.00% of Live Table Games Revenue, if any, generated during such Operating Year.

(b) Following the Effective Date, in the event any additional taxes, charges, conditions or requirements are imposed by the Municipality on OLG in respect of the continued operation of the Casino Games at the Location in the Municipality, the Municipality acknowledges and agrees that OLG shall be entitled to amend the calculation of the Annual Contribution in a way that may reduce the Municipality's entitlement. For greater certainty, the Annual Contribution for the first Operating Year shall be calculated based on Electronic Games Revenue and Live Table Games Revenue generated as of the Effective Date.

4. Timing and Calculation of Payments

(a) Subject to Section 4(b), within twenty-one (21) days of the end of each Operating Year quarter during the Term, OLG shall pay to the Municipality the portion of the Annual Contribution (the "**Annual Contribution Quarterly Payment**") to which the Municipality is entitled for such Operating Year quarter. In calculating the

10(d)

portion of each Annual Contribution Quarterly Payment derived from Electronic Games, OLG will notionally aggregate all Electronic Games Revenue generated during such Operating Year in order to apply the correct percentage set out in Section 3(a). OLG will provide access to its most current audited consolidated financial statements once such are made public by the Ministry of Finance in public accounts.

For example and by way of illustration only, Exhibit A to this Agreement sets out a sample calculation of the Annual Contribution.

(b) In the event the Effective Date of Termination of this Agreement occurs on or before the date that is twenty-one (21) days following the end of an Operating Year quarter, OLG shall, within fifteen (15) days of such Effective Date of Termination, pay to the Municipality the Annual Contribution Quarterly Payment to which it is entitled in respect of the period beginning on the first day of the Operating Year quarter in which such termination took place up to and including the Effective Date of Termination.

(c) At any time and from time to time during an Operating Year and up to the date that is 60 days after the last day of such Operating Year, in the event OLG determines that there has been an overpayment ("**Overpayment**") by OLG to the Municipality of any Annual Contribution Quarterly Payment in such Operating Year, the Municipality acknowledges and agrees that OLG may deduct and set off the full amount of such Overpayment from future Annual Contribution Quarterly Payment(s) or, if there are insufficient future Annual Contribution Quarterly Payments to fully set off such Overpayment, the Municipality will promptly reimburse OLG for the full amount of such Overpayment (or the remaining amount thereof not already deducted as set-off). OLG will use its commercially reasonable efforts to effect any deduction and set-off pursuant to this Section 4 in a manner that recognizes the Municipality's desire to realize reasonable continuity in cash flow associated with the Annual Contribution.

5. Community Recognition Program

(a) During the Term, the parties will collaborate in good faith to design and jointly implement the CRP for the promotion of the positive impact of the Annual Contribution on the Municipality and to promote and communicate to the public decisions made and initiatives taken by the Municipality regarding the deployment or other allocation of the Annual Contribution for municipal purposes.

(b) It is expected that the CRP will include, at a minimum, one community event during each Operating Year during the Term, discussions and meetings on a regular basis between the appropriate representatives of each party relating to spending, allocation and deployment of the Annual Contribution, the allocation of responsibilities and obligations in respect of the development, operation and/or other activities and initiatives of the CRP, including but not limited to any program management functions to be performed by each party.

10(d)

(c) The Municipality will cooperate reasonably with OLG to facilitate messaging and communication of the CRP and its mandate. The Municipality will comply with all reasonable initiatives and requests proposed by OLG to the Municipality from time to time relating to the CRP and its initiatives, including but not limited to branding, marketing and public acknowledgements in respect of funding by OLG.

(d) The Municipality will ensure that its marketing and advertising materials are not false, misleading or deceptive, do not portray OLG or customers of the Location or the general public in a disparaging manner, and that such marketing and advertising materials are in compliance with the marketing and branding guidelines which OLG communicates to the Municipality from time to time. In the event the Municipality does not comply with OLG's marketing and branding guidelines, OLG may thereafter require the Municipality to submit all proposed advertising and marketing materials in relation to the matters set out herein to OLG for its review and approval not less than 15 business days prior to the expected use or distribution of such materials.

6. Amendment and Restatement; Entire Agreement

This Agreement constitutes the entire agreement between the Municipality and OLG with respect to the matters herein and, without limiting the foregoing, amends and restates in full and supersedes the Previous MCA, with effect as of the date hereof, and all prior agreements and understandings, oral or written, between the parties hereto or their respective representatives with respect thereto. It is hereby confirmed by the parties hereto that all prior actions of the parties made pursuant to the Previous MCA are effective as if made under this Agreement on the date made.

7. Further Assurances

The parties agree to do, or cause to be done, all acts or things and execute all such further documents as may be necessary to implement and carry into effect this Agreement to its full extent.

8. Normal Costs of Development

The parties acknowledge and agree that nothing herein shall operate to fetter any legislative or quasi-judicial jurisdiction of the Municipality, and in particular, it is understood and agreed by the parties that this Agreement does not preclude the Municipality from imposing upon occupants, owners or developers of the property at which the Casino Games are located, normal development related costs (including but not limited to the costs of infrastructure improvements under local or regional jurisdiction) arising from the Casino Games in the same manner and to the same extent as may be imposed by the Municipality on other occupants, owners or developers of land within the Municipality, and further that this Agreement does not preclude the Municipality from imposing such taxes, fees, charges, conditions or other requirements as may be imposed in accordance with applicable law upon owners, occupants, developers, properties or businesses in the Municipality (including, without limitation, realty taxes, development charges, conditions of site plan approval and sewer and water charges).

10(d)

9. No Liability of OLG

The Municipality acknowledges and agrees that none of OLG and any provincial agency, ministry or crown corporation, nor any of their respective officers, directors, employees, agents or representatives shall be liable to the Municipality for or in respect of any claims (including but not limited to claims based in contract, tort or negligence, active or passive), any cause of action, demands, losses, liabilities or damages whatsoever (including but not limited to consequential, exemplary, special, punitive and indirect damages) arising out of, in respect of, or relating indirectly or directly to this Agreement, the Casino Games, the operation, cessation of operation or malfunction of any systems or equipment, or any injury to or death of any person. Furthermore, the Municipality releases OLG from any and all losses in respect of the foregoing.

10. Notice

Any notice or other communication permitted or required to be given by OLG to the Municipality shall be given by either posting the same by prepaid registered mail or by facsimile addressed to the Municipality at the address or facsimile number, as applicable, appearing in this Agreement or by personal delivery to the Municipality. Any notice or other communication permitted or required to be given by the Municipality to OLG shall be given by either posting the same by prepaid registered mail or by facsimile addressed to OLG at the following address or facsimile number, as applicable: 4120 Yonge Street, Suite 420, Toronto, ON M2P 2B8, facsimile number 416-224-7003. Any notice posted by pre-paid registered mail shall be deemed to have been received on the third business day following such mailing and any notice personally delivered or sent by facsimile shall be deemed to have been received at 5:00 p.m. on the day so delivered or sent by facsimile (if such day is a business day and if such notice is sent prior to 5:00 p.m. on that day, and if not, on the next following business day). During periods of a postal strike or of a general interruption of postal services, any notice shall be given by personal delivery or facsimile hereunder and shall be deemed to have been received on the second business day following posting of the same.

11. Relationship of Parties

OLG acknowledges the Municipality's role as a host municipality of the Casino Games at the Location. The Municipality acknowledges and agrees that the Municipality is not an employee, agent or representative, joint venturer, or partner of OLG, and the Municipality shall not represent itself to others as being authorized to assume, incur or create any obligation of any kind (express or implied) on behalf of (or in the name of) OLG or any other provincial agency, ministry or crown corporation, or purport to bind OLG or any other provincial agency, ministry or crown corporation in any respect. For greater certainty, the Municipality acknowledges that OLG has, and shall have, the sole right to determine, from time to time and at any time, the number and type of Electronic Games operated at the Location.

12. Severability

If any covenant or term herein or the application thereof to any person or entity, or in any circumstance, to any extent is held invalid or unenforceable, the remainder of this Agreement or the application of the term, covenant or condition to any person, event or circumstance, other than those as to which it is held invalid or unenforceable, will not be affected thereby and each term, covenant

10d)

and condition shall be valid and enforceable to the fullest extent permitted by law, except that if on the reasonable construction of this Agreement, as a whole, the applicability of the other provisions presumes the validity and enforceability of the particular provision, the other provisions will be deemed also to be invalid or unenforceable.

13. Governing Law

This Agreement shall be interpreted and the rights of the parties shall be governed by and construed in accordance with the laws of the Province of Ontario.

14. Attornment

Each party irrevocably and unconditionally attorns to the exclusive jurisdiction of the courts of the Province of Ontario.

15. Recitals

The recitals to this Agreement form part thereof, and this Agreement is to be construed accordingly.

16. Time

Time shall in all respects be of the essence in this Agreement.

17. Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

18. Disclosure

The parties acknowledge that OLG is a Crown Agency and that it is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended, and that the Municipality is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, as amended, and that, as a result, each party is required to observe certain legislative obligations with respect to the disclosure or non-disclosure of information, whether to government agencies or ministries, members of the public, or otherwise.

19. Modifications

Excluding an amendment permitted under Sections 3(b) and 4(c), no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both of the parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party providing such waiver, and will be limited to the specific breach being waived.

20. Assignment

No transfer, sale or assignment by the Municipality of this Agreement or the Municipality's rights hereunder is valid without the prior written consent of OLG.

10(d)

21. Benefit of the Agreement

This Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

22. Electronic Execution

Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.

[Remainder of Page Left Intentionally Blank]

10(a)

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

ONTARIO LOTTERY AND GAMING CORPORATION

Per: _____

Name: Rod Phillips
Title: President and Chief Executive Officer

I have the authority to bind OLG

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: _____

Name: Mayor - Debbie Amaroso
Title:

c/s

Per: _____

Name: Deputy City Clerk - Rachel Tyczinski
Title:

I/We have authority to bind the Municipality.

10(d)

EXHIBIT A

Calculation of Annual Contribution

For example and by way of illustration only: if the Electronic Games Revenue and Live Table Games Revenue for an Operating Year is $650 million and $100 million respectively and as further described in Table A below, then the applicable Annual Contribution for such Operating Year would be $19,712,500:

TABLE A

	Electronic Games Revenue (in millions)	Live Table Games Revenue (in millions)	Annual Contribution Quarterly Payment (in millions)
Operating Year Quarter No. 1 (March 1 – June 30)	$100	$25	[0.0525 x $65) + (0.03 x $35)] + [0.04 x $25] = $5.4625
Operating Year Quarter No. 2 (July 1 – September 30)	$175	$22	[0.03 x $100) + (0.025 x $75)] + [0.04 x $22] = $5.755
Operating Year Quarter No. 3 (October 1 – December 31)	$170	$23	[0.025 x $170)] + [0.04 x $23] = $5.17
Operating Year Quarter No. 4 (January 1 – March 31)	$205	$30	[0.025 x $55) + (0.005 x $150)] + [0.04 x $30] = $3.325
Total	$650	$100	$19.7125

10(e)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-154

AGREEMENT: (T1) A by-law to authorize an agreement between the City, the Business Development Bank of Canada and Paddon & Yorke Inc. regarding the proportion of funds received from the sale of 59 Industrial Court C.

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 Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated August 12, 2013 between the City, the Business Development Bank of Canada and Paddon & Yorke Inc. attached as Schedule "A" hereto. This agreement sets out the terms regarding the proportion of funds received from the sale of 59 Industrial Court C.

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 12th day of August, 2013.

MAYOR - DEBBIE AMAROSO

DEPUTY CITY CLERK-RACHEL TYCZINSKI

cf LEGAL\STAFF\BYLAWS\2013\2013-154

NOTICE
THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.
CITY SOLICITOR

10(e)

Per: _____

Deputy City Clerk - Rachel Tyczinski
I have authority the bind the corporation

Executed at the City of Niagara Falls, this 22nd day of July, 2013

PADDON & YORK INC., AS COURT APPOINTED RECEIVER OF BLACK LOON MILLWORKS INTERNATIONAL INC.

Per: _____
KEN PEAKE - EXECUTIVE VICE PRESIDENT
I have authority the bind the corporation

Per: _____

I have authority the bind the corporation

BUSNESS DEVELOPMENT BANK OF CANADA

Per: _____ Marlène Rodrigue
Senior Account Manager
I have authority the bind the Bank

Per: _____

I have authority the bind the Bank

10(f)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-155

AGREEMENT: (C3.17) A by-law to authorize an agreement between the City and Mr. Albert Williams for a financial donation in the amount of $7,000 to be used for playground equipment which will be placed and maintained in MacDonald Park.

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 Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a Donation Agreement dated August 12, 2013 between the City and Mr. Albert Williams attached as Schedule "A" hereto. This agreement is for setting out the terms and conditions of a financial donation in the amount of $7,000 to be used for playground equipment which will be placed and maintained in MacDonald Park.

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 12th day of August, 2013.

MAYOR - DEBBIE AMAROSO

DEPUTY CITY CLERK - RACHEL TYCZINSKI

N:\LEGAL\By-laws\2013\2013-155 Williams Agreement Playground Equip.doc

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CITY SOLICITOR

10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-157

AGREEMENT: (P1) A by-law to authorize execution of an agreement between the City and Greenberg Consultants Inc. (in collaboration with the Planning Partnership), to complete a strategic planning and design study for the westerly downtown area being referred to as the 'Canal District', in the amount of $40,000.

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 Deputy 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, dated July 30, 2013, and made between the City and Greenberg Consultants Inc. (in collaboration with the Planning Partnership), to complete a strategic planning and design study for the westerly downtown area being referred to as the 'Canal District', in the amount of $40,000.

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 12th day of August, 2013.

MAYOR - DEBBIE AMAROSO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

nm/legal/by-laws/2013/2013-157 Canal District, Consulting Service.doc

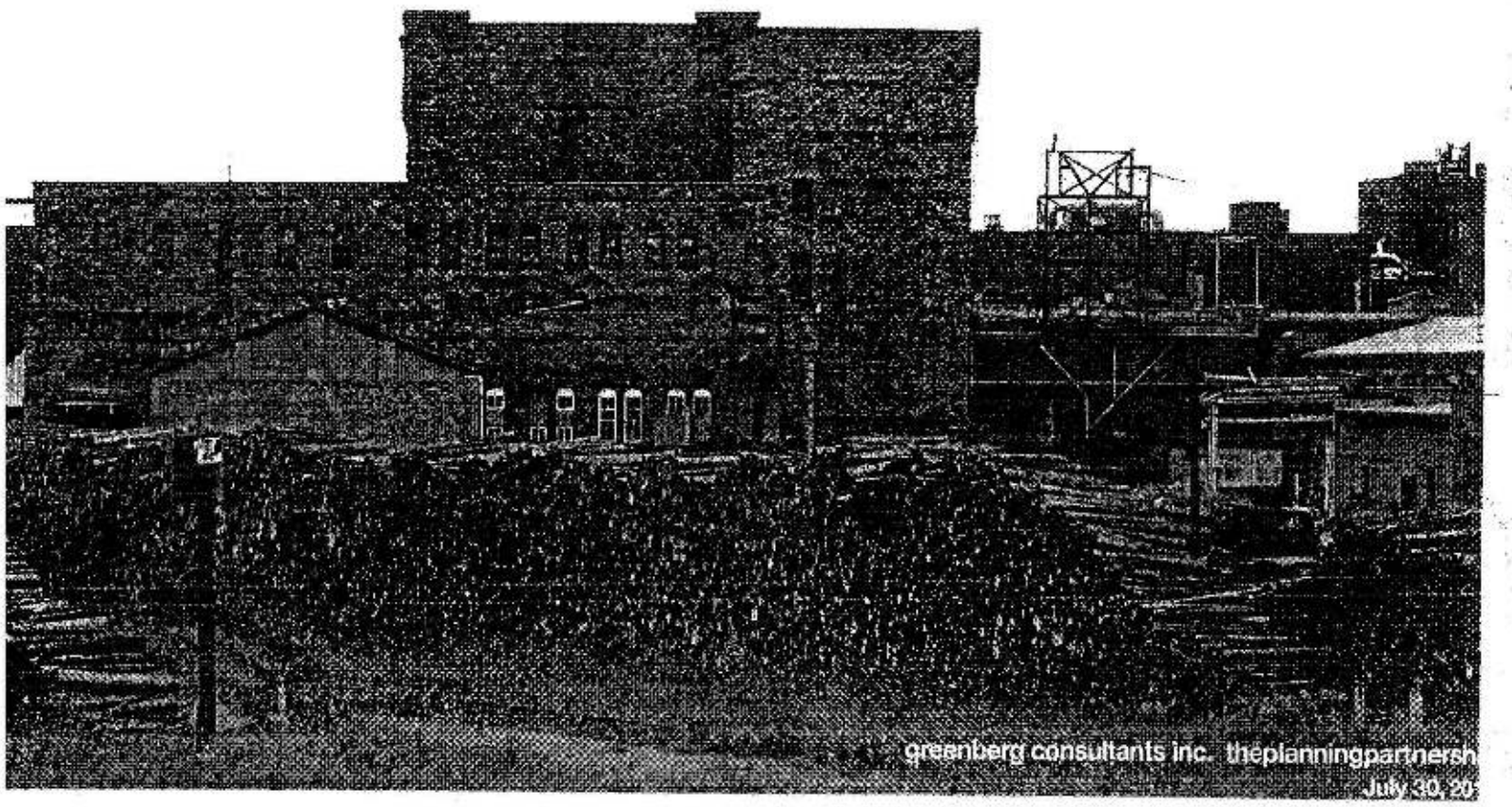
NOTICE
THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all **AND** if enacted, it may not be in the form of the **DRAFT** copy.
CITY SOLICITOR

10(g)

Schedule "A"

canal district master plan

Ontario Canada
naturally gifted



greenberg consultants inc. theplanningpartnersh

July 30, 20

The Planning Partnership

Urban Design . Landscape Architecture . Planning Communications

10(g)

Attn: Don McConnel
Planning Director
City of Sault Ste. Marie

July 30, 2013

Re: Consultant Services for the Canal District Master Plan

We are pleased to submit our proposal to the City of Sault Ste. Marie for Consultant Services for the Canal District Master Plan. Our team's extensive history of working on complex public realm master plans and detailed design has allowed us to create a nuanced approach that is tailored to each project. Sault Ste. Marie is no exception, and we propose a unique and multi-layered approach that recognizes potential challenges as well as opportunities associated with transition and change with an incredible opportunity to re-purpose, and re-stitch the urban fabric posed by this riverside development. We also recognize the significance of this project not only for the historic character of the area, and the various overlapping interests with regard to land use, built form, public realm, mobility and economic and social factors; that ultimately, present a wonderful opportunity for the City of Sault Ste. Marie.

The Planning Partnership has relevant experience in two precedents referenced in the Master Plan Report including The Distillery Historic District and Don Valley Brick Works both situated in Toronto, Ontario. More specifically, working on the Landscape Rehabilitation Plan for the Distillery Historic District has provided our firm significant experience in understanding the careful and successful measures taken to make The Distillery Historic District a recognized model for redevelopment of post-industrial historic waterfront sites. We will apply this knowledge in conjunction with well-researched and relevant precedents toward the successful vision of Sault Ste. Marie's Canal Historic District.

Greenberg Consultants Inc. will be the project lead with The Planning Partnership providing public realm design, landscape architecture, policy planning, graphic design, consultation and communications support. The City of Sault Ste. Marie has established its strong commitment to transforming the municipality's approach to the public realm, especially in areas that are intensifying or changing as a result of an increasingly urban context. Our team is skilled at developing and implementing innovative strategies that balance the often conflicting demands on the public realm.

This master plan will build on several studies concerning this area that include: Gateway Site, Casino Site, Bridge Site, Traffic Flow Patterns, and the overall development of the Downtown core. It will provide a single cohesive vision of several moving parts that will undergo development over the next several years. We will focus on a variety of scales not limited to the Canal District itself, but the connections within the larger urban fabric and regional implications while softening the existing context, wherever possible, with seasonally specific, thoughtful and contextually relevant landscape treatments.

Our team holds decades of experience working in public realm planning and design throughout Ontario and beyond. We have led high profile public realm plans in the West Don Lands in Toronto, Dartmouth Cove in Dartmouth NS, and Liberty Village in Toronto. The Planning Partnership and Greenberg Consultants Inc. have collaborated on a number of projects including the Discovery District Real Estate Strategy. This expertise and familiarity with similar projects informs our approach and will enable us to develop a public realm plan for the Canal District that is place-sensitive and complete.

Our team will ensure absolute familiarity through consultation as well as approach to this task with a sensitive hand, proposing a two pronged consultation and plan development strategy. This approach is aimed at ensuring the established interests are completely understood and incorporated into our work from the outset. Gaining the trust of the neighbourhood groups, local businesses and other involved parties ensures that this process can proceed effectively, and rapidly. We have structured our team to meet the critical schedule of completing the work in four months with this two-pronged approach.

This is an exciting project and we look forward to the opportunity of being part of developing this highly unique and world class site. Thank you again for considering our team to work with you on this development.

Sincerely,

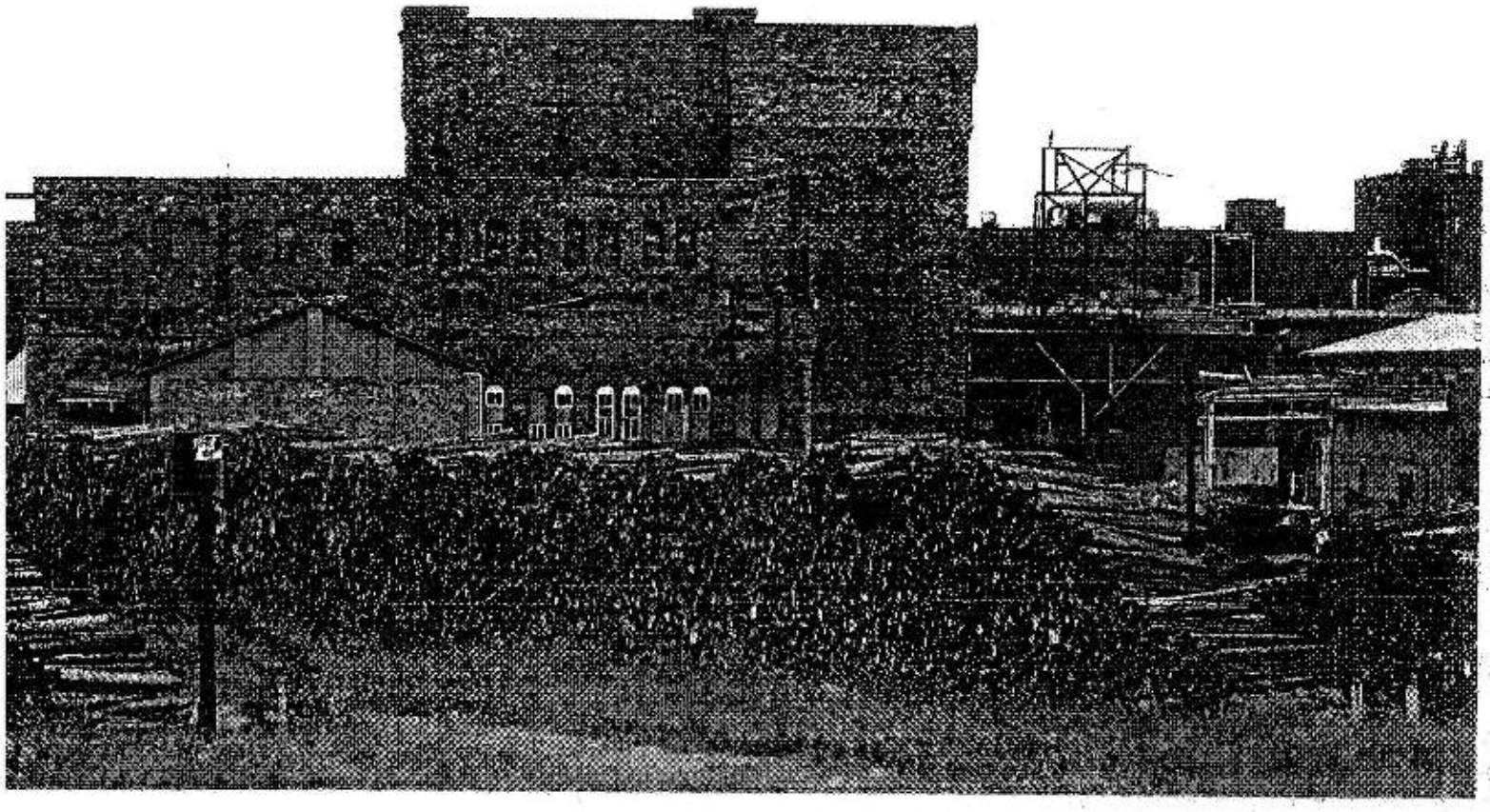
BLA, OALA, FCSLA, ASLA,MCIP, RPP
Partner
T: 416-975-1556, ex. 299
dleinster@planpart.ca

10(g)

06 experience of the proponent
company profile
relevant projects

14 experience & qualifications of key team members
project manager
key team members

16 approach, methodology & timeline
approach
methodology
timeline and fees





experience of the proponent

company profiles

10(9)

We have assembled an exceptional multi-disciplinary consultant team tailored to provide the necessary creative ability, innovative thinking, technical expertise and comprehensive knowledge, coupled with an extensive history of working on successful projects in the broader Ontario area, as well as areas in the Canadian and American landscape. The Planning Partnership has enjoyed a long working relationship with Greenberg Consultants Inc. , and have recently completed the Markham Park Land Study. Our team will capitalize on over 7 years of collaborative history to ensure an efficient process.

Greenberg Consultants Inc. will be the Project Lead and the contracting entity, with areas of focus including coordinated planning and urban design.

The Planning Partnership will provide expertise for Project Management, Public Realm Design, Sustainability, Landscape Architecture, Urban Ecology, Ecosystem Restoration, and Arboriculture, Public Consultation and Communications. Led by David Leinster and Michael Ormston-Holloway, TPP will draw on its extensive experience working in Ontario with obsolescent and derilict landscapes and buildings to inform the team's approach to the project.

greenberg consultants inc.

Greenberg Consultants Inc. is an award winning Canadian urban design and planning consulting firm with a proven track record of crafting strategic frameworks that give clear urban design over time while fostering creativity of a range of participants and allowing for desirable margins of flexibility.

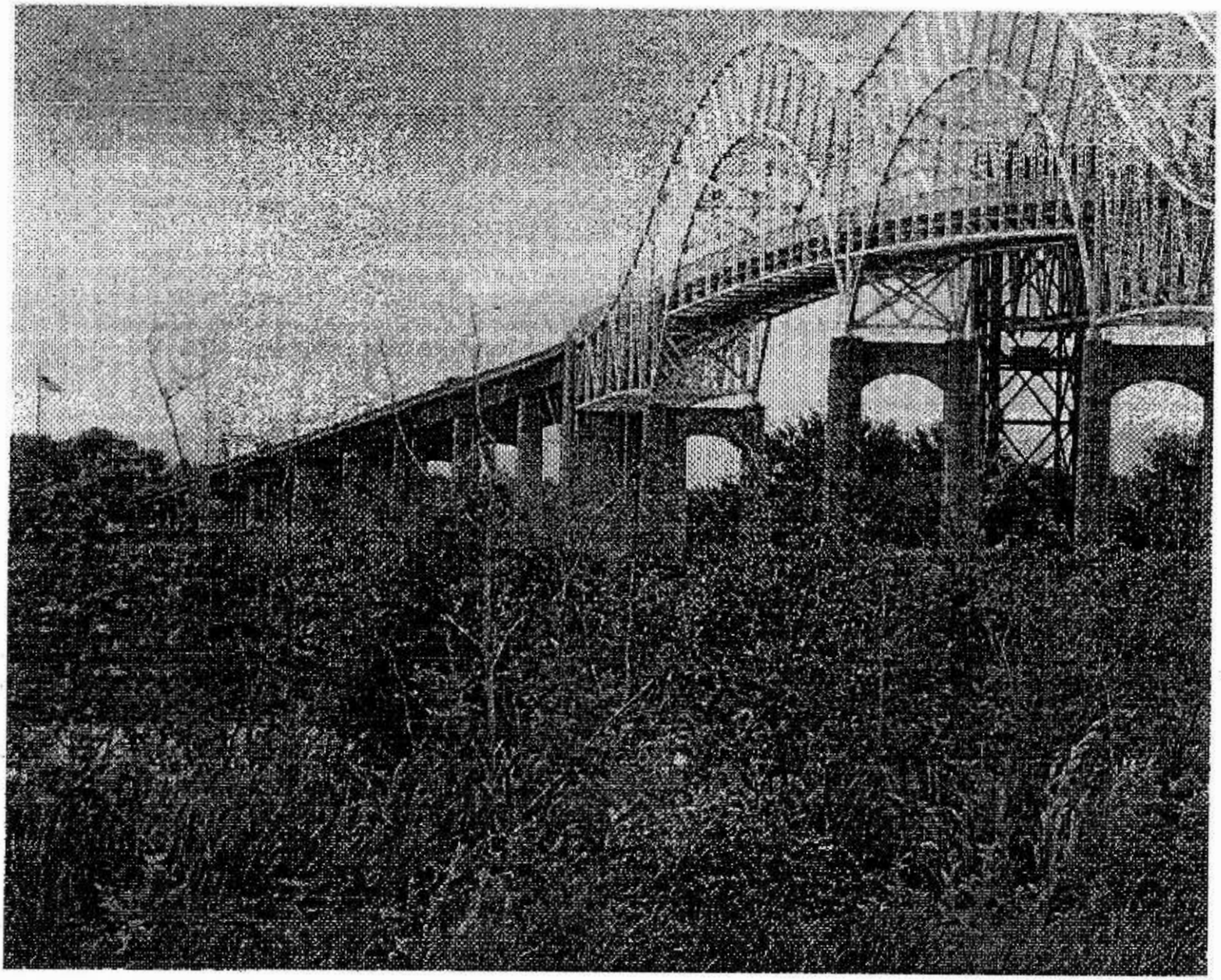
Greenberg Consultants Inc. apply creative problem-solving to managing change in all aspects of city building and re-building including land use, built form and public space, municipal infrastructure, transportation and environment. Their work ranges from leading large multi-disciplinary teams encompassing environment, transportation and economics for a broad range of clients - governments, institutions, Universities, and the development industry to strategic supporting roles. Greenberg Consultant's Inc. solutions address the full range of issues contributing to the success and vitality of towns and cities from the grouping of buildings on a single parcel of land to the patterns of a city district, from the renewal of the historic core and the adaptive re-use of obsolescent lands and buildings on urban waterfronts to the creation of new communities on the urban periphery.

At the core of their practice is a deep commitment to improving the lives of people at every level of society. This value has shaped a unique methodology body of work in which urban design goes beyond form to create a context for social connection, economic vitality, and environmental sustainability; in which the specific and authentic qualities of the local place focus and ground design strategies; in which public and private interests cooperate across traditional boundaries to create mutual benefit for their cities; and in which the examined interaction of infrastructure, individual parcels and blocks, and the public realm sets a liberating context for great architectural and landscape design.

Relevant projects in the include:

- Discovery District, Toronto
- Southeast Inlet Development Plan, Atlantic City
- Grange Park Renewal with the Art Gallery of Ontario, Toronto, ON
- Downtown 2021 Master Plan for Mississauga, ON
- Master Plan for York University, Toronto, ON
- Master Plan for Adaptive Re-Use of the Hearn Power Plant, Toronto Port, Toronto, ON
- Master Plan for the Renewal of Regent Park, a major public housing project in Toronto
- Lower Don Lands, planning for the mouth of the Don River at Toronto Harbour, addressing urban design, transportation,
- naturalization, sustainability and other ecological issues, Toronto, ON
- Saint Paul on the Mississippi Development Framework, Saint Paul, MN
- Brooklyn Bridge Park on the East River, New York, NY
- East River Waterfront in Lower Manhattan, New York, NY

10(9)



the planning partnership ltd.

The Planning Partnership (TPP) is an award winning interdisciplinary planning, urban design, landscape architecture and public consultation firm based in Toronto. The firm has a staff of 34 led by 6 partners, and was formed in 2002. TPP prepares plans, designs, policies, standards and guidelines for new and existing neighbourhoods and urban centres. TPP's collaborative approach lends to the firm's ability to tackle comprehensive planning projects from visioning through to implementation.

The Planning Partnership's portfolio includes projects throughout Ontario, and across Canada and the United States ranging in scale and contexts. The firm's work is evenly divided between the public and private sectors, allowing for a balanced perspective on development economics and processes. TPP often develops design standards for municipalities and will utilize this experience for this study.

Particularly relevant to this project, TPP has completed a number of complex community planning projects involving a myriad of stakeholders that necessitated creative and innovative solutions to consultation, public realm design, urban design, transportation and landscape design

Examples include:

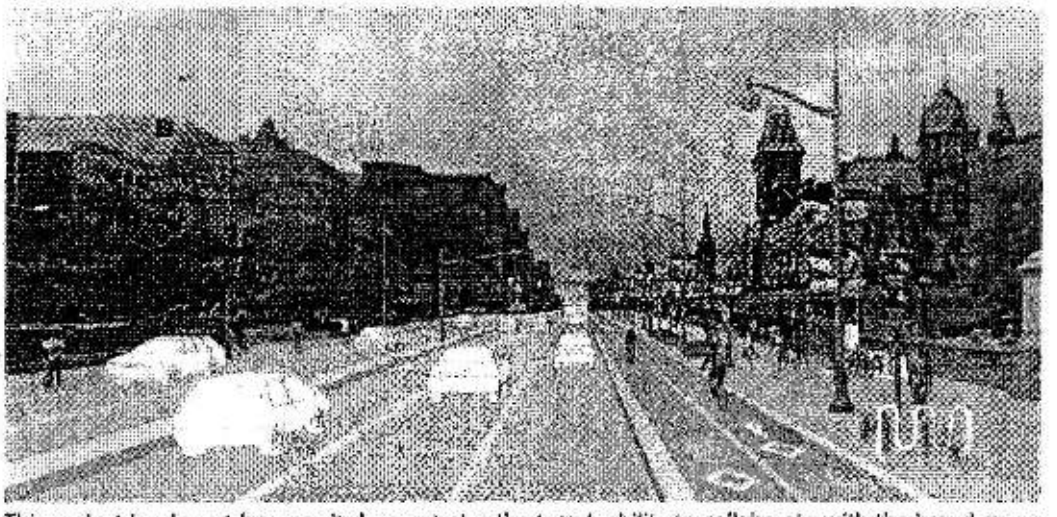
- Bloor Yorkville BIA Planning Framework and Implementation Strategy, Toronto
- West Don Lands Public Realm Master Plan, Toronto
- Regent Park Public Realm Master Plan, Toronto
- Liberty Village Urban Design and Public Realm Guidelines
- Toronto Entertainment District Urban Design and Public Realm Guidelines
- Downtown Mobility Study, Ottawa
- Measuring the Sustainability Performance of New Development, City of Vaughan, City of Brampton, Town of Richmond Hill
- State of the Village -Church Wellesley Urban and Public Realm Guidelines,
- Downtown Halifax Design Guidelines
- Greensborough Community, Markham, Ontario
- Distillery Historic District Landscape Rehabilitation Plan
- Goderich Master Plan & Courthouse Square Park Implementation Strategy
- Caledonia Waterfront Master Plan



Company contact person:
David Leinster, Partner
The Planning Partnership
1255 Bay Street, Suite 201
Toronto, ON M5R 2A9
dleinster@planpart.ca
416.975.1556 x229

The projects summarized on the following pages are similar in scope and magnitude to the Canal District Master Plan and have been completed in the previous five years. Our team has provided imagery on this page to correspond with project descriptions.

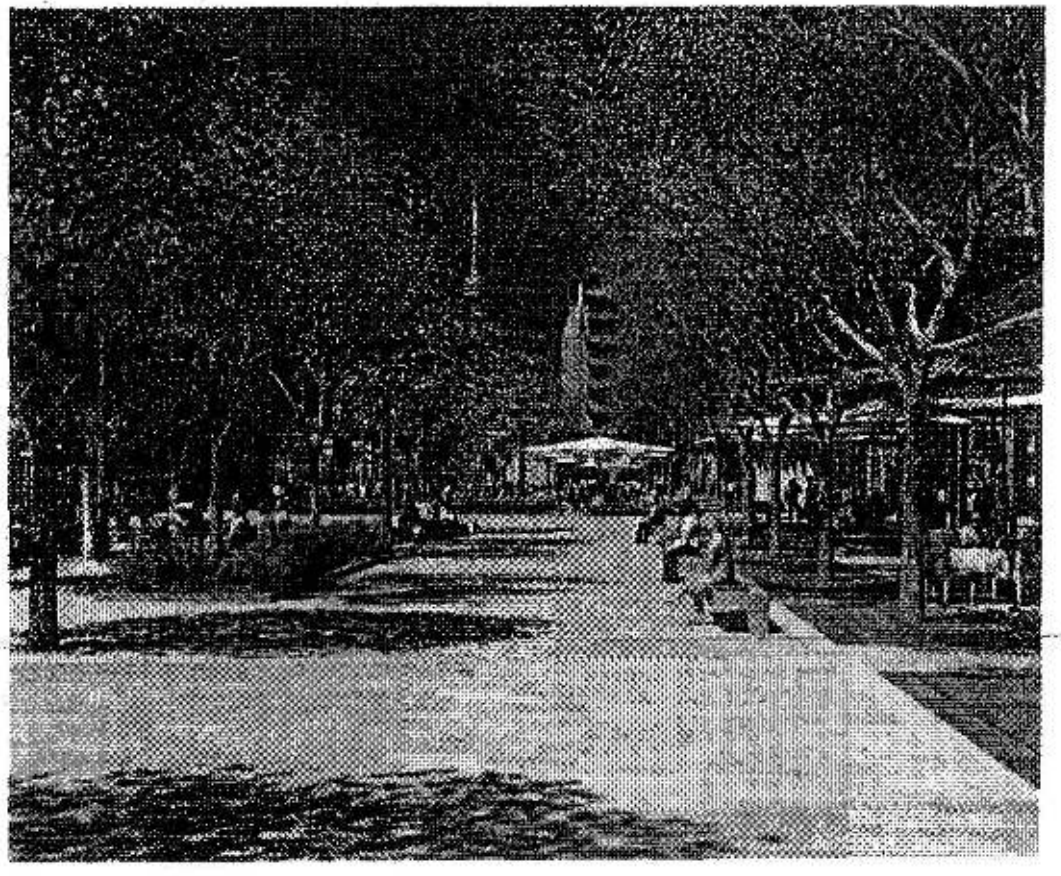
downtown moves, the ottawa mobility plan



This project is relevant because it demonstrates the team's ability to collaborate with the broad range of stakeholders – City staff, Councillors, NCC, interest groups, residents, business operators, - to achieve broad based support for complex initiatives

Delcan and The Planning Partnership prepared a planning and design initiative to produce an integrated urban and public realm design and transportation strategy for Downtown Ottawa's street network, leveraging the opportunities that will be created by the new Confederation Line underground LRT route and the significant reduction in area bus traffic that will result. The strategy pursues a spatial and functional balance among the street users that is in keeping with the City's desire for its streets to be highly coveted public spaces as well as effective mobility routes conducive to active transportation and transit as priority modes. The goal is create a contemporary street network that will make a worthy contribution to the continuous improvement of the Nation's Capital.

west donlands public realm master plan



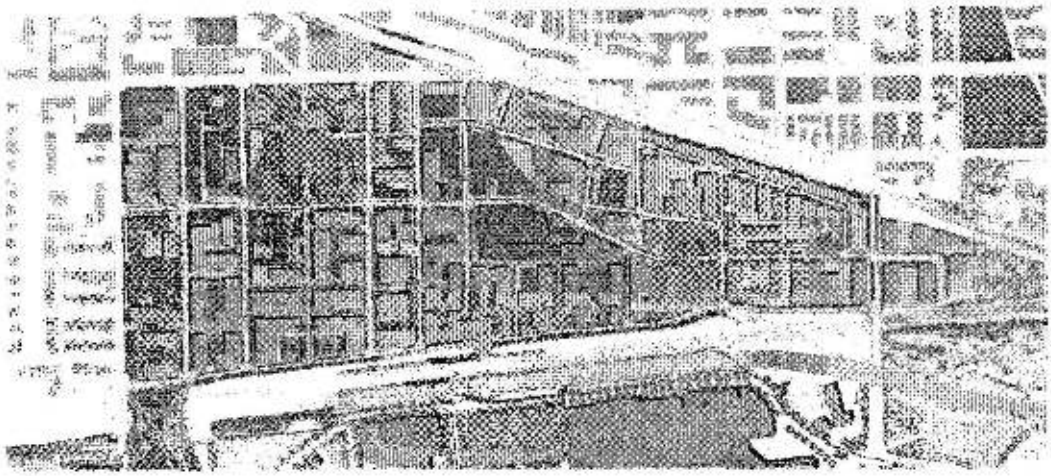
This project is relevant because of the innovative approaches to street design, including the City's first side loaded streetcar street, the City's first Woonerfs and the City's first application of unit paver main street. The project also includes the implementation of a public art master plan and sustainability plan.

The Planning Partnership is currently leading the design team on the implementation of the public realm master plan for the emerging community of the West Don Lands for Waterfront Toronto. The streets, parks and open spaces of the future community will form a critical part of an emerging green vision for this waterfront neighbourhood. A richly layered program of public art, a hierarchy of tree lined streets, intimate parks and innovative sustainability objectives will be defining characteristics of this ground breaking community. The West Don Lands is a LEED-ND Pilot project and site of the Athlete's Village for the 2015 Pan-Am Games.

Front Street East is a new high street + park designed as the innovative commercial centre piece for the West Don Lands. Front Street East sets new standards for streets in Toronto and has been identified by the City as an urban "pilot project". This work has been documented to a tender ready state, awaiting the award of the adjacent Athletes' Village building project. Infrastructure Ontario, in conjunction with waterfront Toronto will be responsible for the final delivery of the project slated for completion in late 2014.

10(9)

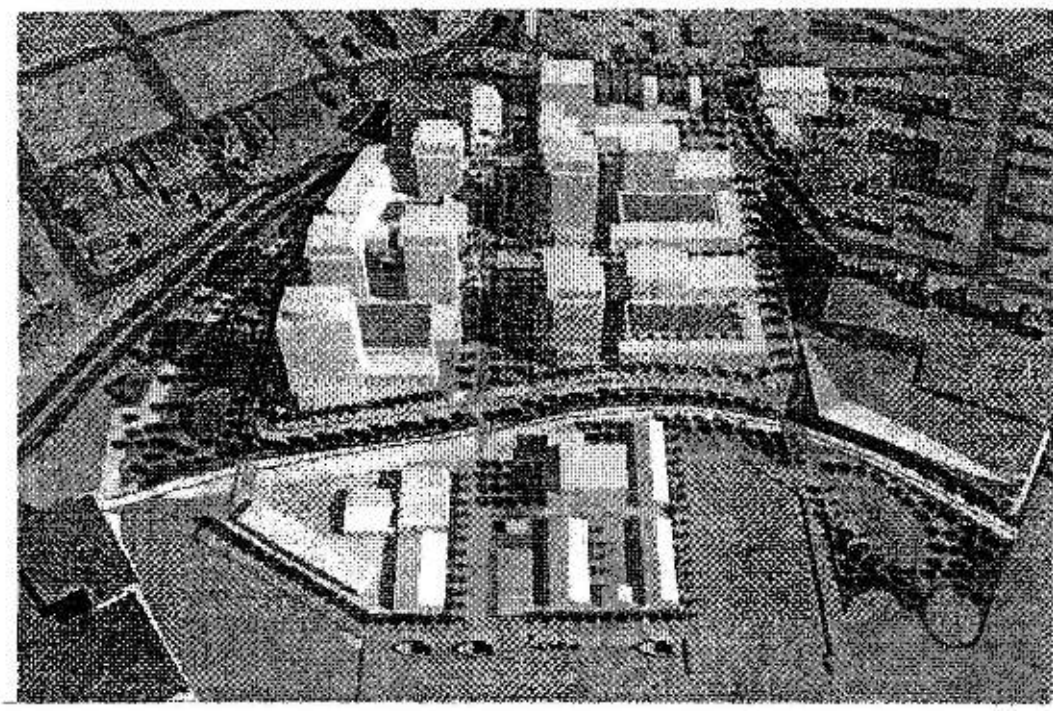
liberty village master plan



The project is relevant because of its innovative approaches to public realm design including publicly accessible private open spaces. It is also relevant because of the rigorous consultation with a very involved and committed residents group.

The Planning Partnership was retained by the Liberty Village BIA to prepare a Master Plan that establishes a vision and defines a direction for the long-term enhancement and development of Liberty Village. The Master Plan provides a comprehensive guide for land use, building design, circulation and streetscape and open space improvements with the goal of achieving a healthy and vibrant community in which to live, work and play. The Plan will help to chart the course for area improvements by setting priorities, amending policies, and identifying necessary actions and investments to bring the vision to fruition. The Master Plan process includes an extensive consultation program based around a series of interactive community workshops, stakeholder meetings and large community events.

dartmouth cove

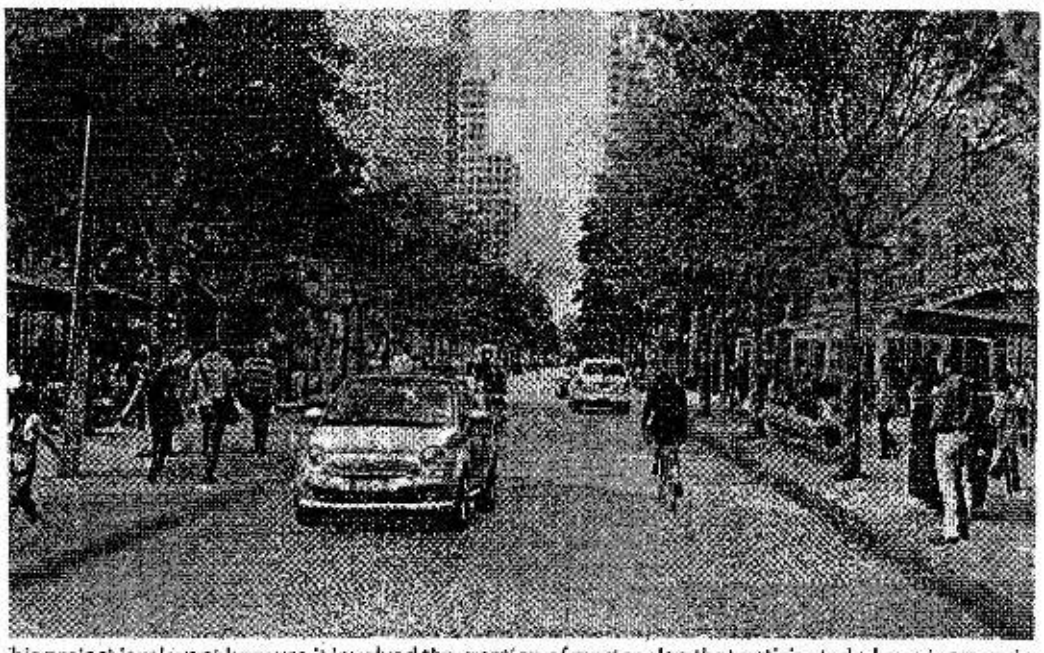


This project is relevant because of its sensitivity associated with the transition of new high density mixed use development adjacent to historical low density residential and main street urban fabric. The plan has garnered significant support from both the surrounding neighbourhoods and the municipal staff and politicians.

In January of 2012, the Waterfront Development Corporation in partnership with Halifax Regional Municipality initiated a comprehensive planning study for the Dartmouth Cove area - a brownfield waterfront site within Downtown Dartmouth. The Planning Partnership was retained to lead the community in a planning and design process to define a vision for Dartmouth Cove. The purpose of the study was to develop a mixed use Master Plan, including both built form and public realm, for the re-development of lands within the Dartmouth Cove study area. The plan built on previous plans, addressing sea-level rise and contamination issues, and considering input received from extensive public consultation. Designed to be inclusive and community driven, the process incorporated the voices of landowners, residents and other stakeholders through each phase of the plan development. A public multi-day Planning and Design Workshop was held in February 2012, and culminated in the creation of a preferred concept plan for the study area. The plan was approved in principle by Council this June, setting in motion its implementation.

10(g)

toronto entertainment district master plan

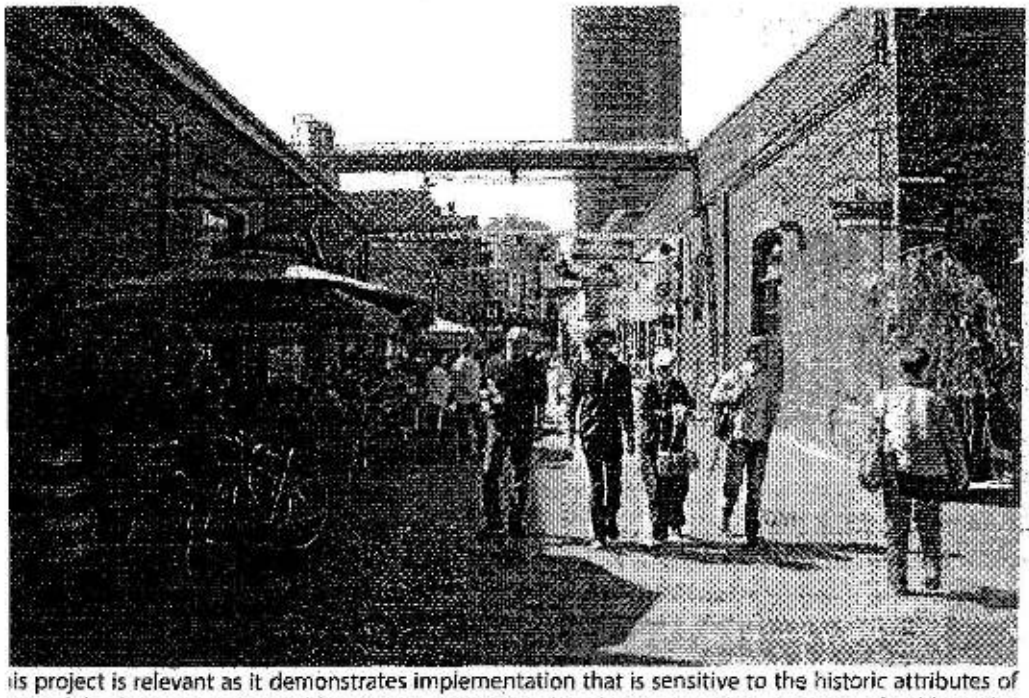


his project is relevant because it involved the creation of master plan that anticipated a large increase in opulation to the area, incorporating the varied needs of existing and future users in creating a flexible, nviting, and destination neighbourhood for Toronto, with a strong emphasis on public realm strategies.

The Planning Partnership prepared a comprehensive Master Plan and implementation strategy for the Toronto Entertainment District BIA – a large 200-hectare segment of the Downtown that is in the midst of an extraordinary transformation into a pre eminent cultural and mixed-use district. The Master Plan provides guidance for development and a bold long-term public realm improvement strategy to enhance the setting for an area that attracts over 15 million visitors annually and is one of North America's fastest growing neighbourhoods with over $8 billion in private sector development and over 10,000 units underway or proposed.

TPP continues to guide the implementation of the Master Plan, including leading the recent Council Approved EA Study for the transformation of John Street into a pedestrian-priority cultural corridor; design Ideas competition for John Street Square; Capital Improvement Plan for King Street; and, on-going review of development applications.

distillery district



is project is relevant as it demonstrates implementation that is sensitive to the historic attributes of site while also serving to establish strong pedestrian first design providing a variety of public realm enities in a tightly knit and cohesive design. This work also serves to demonstrate the importance of ine grain pedestrian streetscape that is enhanced through carefully selected programming moments thin the district that are sensitive to the historic context.

The Planning Partnership is currently working on a Landscape Rehabilitation Plan for this National Historic Site. As a former industrial site converted to residential and commercial uses this now tourist destination lacked pedestrian realm amenities. The design concept now under construction preserves the essential heritage values of the place while introducing elements for comfort, safety and year round interest. The landscape plan was based on a simple principle of minimum intervention to preserve the heritage qualities and character of the site combined with maximum social benefit. The design incorporates accessible sidewalks, street trees, custom designed furniture, pedestrian scale and accent lighting, and a public art installation strategy. The work also included attaining support from City Departments including Culture, Heritage, Planning, Urban Design and Works and Emergency Services and submitting for site plan approval.

experience & qualifications of key team

10(g)

key team members - greenberg consultants inc.

Ken Greenberg Partner

role: planning, urban design

relevant qualifications: BArch, BA, RAIC, AIA

years of relevant experience: 41

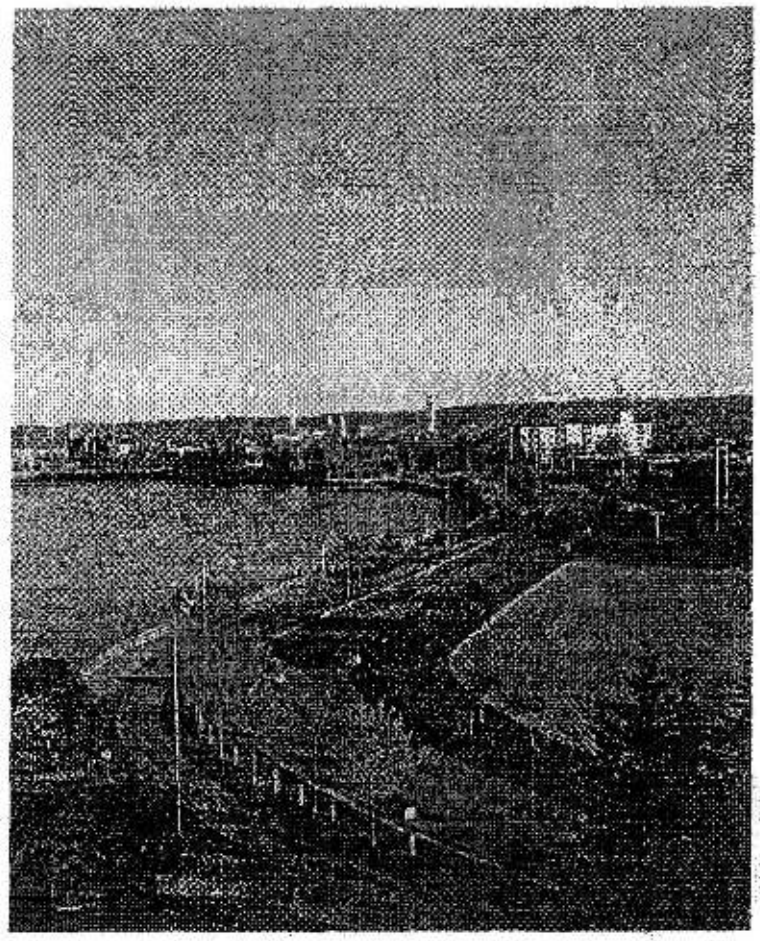
experience managing work of a similar scope and magnitude:

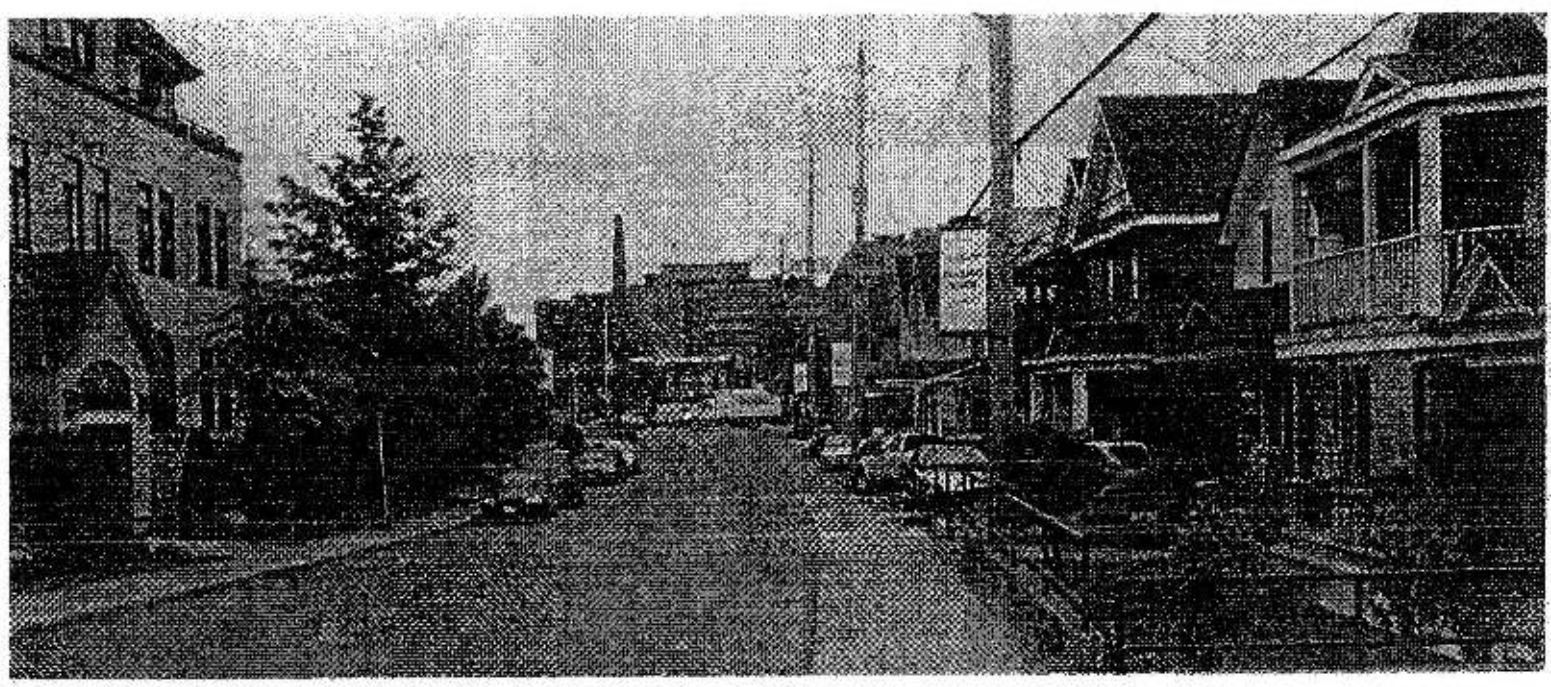
Ken Greenberg is an architect, urban designer, teacher, writer, former Director of Urban Design and Architecture for the City of Toronto and Principal of Greenberg Consultants. For over three decades he has played a pivotal role on public and private assignments in urban settings throughout North America and Europe, focusing on the rejuvenation of downtowns, waterfronts, neighbourhoods and on campus master planning, regional growth management, and new community planning. Cities as diverse as Toronto, Hartford, Amsterdam, New York, Boston, Montréal, Washington DC, Paris, Detroit, Saint Paul and San Juan Puerto Rico have benefited from his advocacy and passion for restoring the vitality, relevance and sustainability of the public realm in urban life. In each city, with each project, his strategic, consensus-building approach has led to coordinated planning and a renewed focus on urban design. He is the recipient of the 2010 American Institute of Architects Thomas Jefferson Award for public design excellence and the author of Walking Home: The Life and Lessons of a City Builder published by

Random House

availability: Availability is guaranteed for the duration of the project.

location: Toronto, ON





Canal district master plan

10(g)

David Leinster Partner, Landscape Architect

role: project manager and lead landscape architect

relevant qualifications: BLA, OALA, FCSLA, MCIP, RPP

years of relevant experience: 28

experience managing work of a similar scope and magnitude:

As both a registered landscape architect and planner, David has uniquely specialized expertise in public realm design. For over 25 years his work has focused on developing innovative strategies and solutions for public realm projects new and existing, urban and suburban, neighbourhoods and districts. David has years of professional experience in Ottawa, and recently completed work on the Ottawa Mobility Study for the City. The study provides recommendations for transforming the traditional vehicular-dominated streets in the Central Business District into a balanced multi-modal street system that supports the arrival of the LRT. David also serves as the Chair for the City of Ottawa's Urban Design Review Panel.

David is currently leading a team of consultants on the implementation of the West Don Lands Public Realm Master Plan for Waterfront Toronto. This new mixed-use community east of the downtown core will temporarily serve as the 2015 Pan Am Athletes' Village. David was also the lead public realm designer for Regent Park, the Toronto Entertainment District and Liberty Village. He sits on the City of Toronto's Public Art Advisory Committee and Toronto Community Housing Design Review Panel, and has served as a juror for the cities of Toronto, Ottawa, Vaughan, and Brampton's Urban Design awards programs. David is a Past President of the Ontario Association of Landscape Architects and a Fellow of the Canadian Society of Landscape Architects.

availability: Availability is guaranteed for the duration of the project.

location: Toronto, ON

Michael Ormston-Holloway Associate

role: Michael will be the arborist for the project

relevant qualifications: BSc, MscP, GDHort, MLA, Associate ASLA, ISA Certified Arborist

years of relevant experience: 10

experience managing work of a similar scope and magnitude:

Michael is an Associate with the firm, with expertise in landscape, arboriculture and urban ecology. His background in biological and ecological sciences provides a strong scientific knowledge set that he applies to all TPP projects. With a detailed understanding of the biotic realm of landscape architecture, Michael brings a strong understanding of planting design and ecological systems to his work in the public realm. He has worked on numerous community plans and public realm projects in Toronto and in the US.

Michael's public realm work for TPP includes preparing greening strategies and extensive tree planting plans and innovative construction details for the West Don Lands public realm, including Eastern Avenue, Mill Street, Front Street, Cherry Street and the local streets of the new neighbourhood. Michael has been involved in the development of the lands east of the Don River in Toronto, first as part of the team that won the Lower Don Lands international design competition, and then as part of the team that produced a precinct plan for the North Keating area. He also contributed to urban design guidelines for the proposed community, complete with river restoration strategies, and ecologically progressive landscape treatments and green roofs adjacent to these urban and natural forms. Michael has also worked in municipalities across the province developing public realm greening strategies

availability: Availability is guaranteed for the duration of the project.

location: Toronto, ON

David Mugford

role: Dave will serve as urban design & arboricultural support

relevant qualifications: BLA

years of relevant experience: 4

experience managing work of a similar scope and magnitude:

David has worked in design and city building for over 4 years. He is landscape designer with a professional degree in Landscape Architecture, and an educational background in both plant biology and business. Upon completion of his degree he was awarded the Andre Schwabenbauer Scholarship for excellence in design for projects related to healthy urban forests. Following this, he was awarded the ASLA Honor Award for excellence in Landscape Architecture that demonstrated a high caliber of creativity and work with the expectation of becoming a leader in the profession and in society.

He has professional experience working at a range of scales, from residential design/construction to public streets, parks and community design focusing on healthy tree development and progressive urban forestry strategies. David has gained invaluable experience in the field of arboriculture working alongside Joe Mcleod, ISA Certified Arborist and Michael Ormston-Holloway, ISA Certified Arborist and Urban Ecology professor at the University of Toronto and University of Waterloo. Here he gained invaluable knowledge of the biotic realm of landscape architecture and an infinite passion for trees and their role in our environment.

David strives to integrate innovative and sustainable design solutions to rural, suburban and urban issues with his combined knowledge of landscape architecture, plant biology and working knowledge in arboriculture.

availability: Availability is guaranteed for the duration of the project.

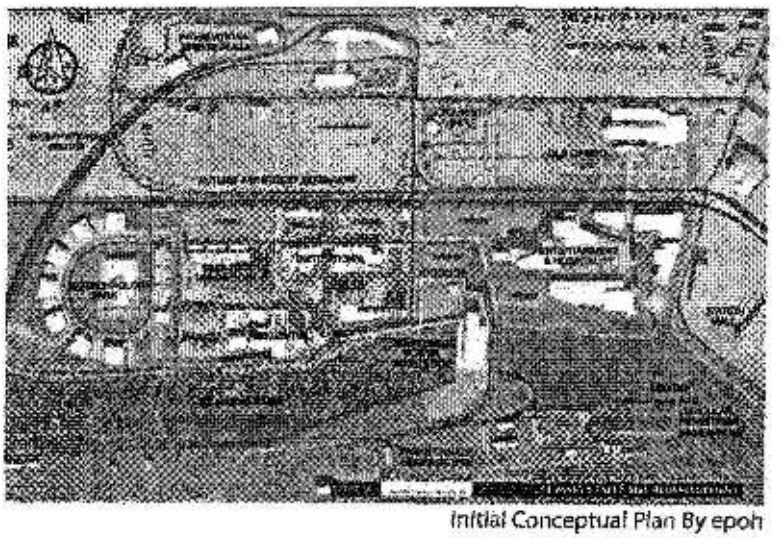
location: Toronto, ON

From the standpoint of Infrastructure/Transportation:

- Accelerate the shift to intermodal mobility
- Transit, cycling, pedestrian priority
- Strong emphasis on grade level
- Form "Complete Streets" setting new standards
- Increased walkability in these new downtown "neighbourhoods"

expanding on existing ideas and moving forward

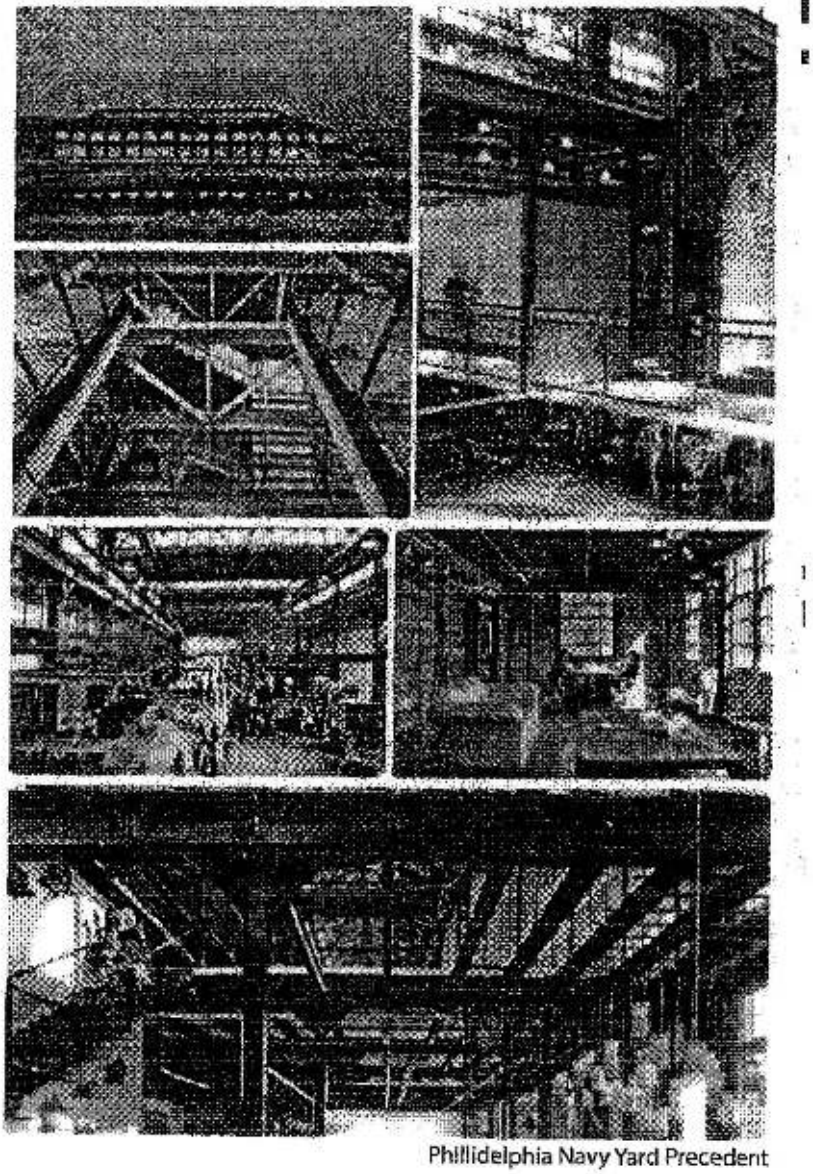
This area will be a work in progress over a number of years. It will evolve and needs to be designed anticipating changing circumstances as the market matures. Each move will lead to others as the bar is raised. The intentions are good and the program includes the potential for a lot of exciting ingredients like including the Destination North and the Train Station, the Board Mill Farmers' Market, waterfront residences, an innovation cluster with the Algoma Conservatory as a key first move. The challenge is how to sequentially deploy these elements on the site to create a lively nucleus that will attract more life (and investment). How to get as many people doing different things and there for different reasons on the sites as possible; to get them to share and use the same public spaces and facilities.



Initial Conceptual Plan By epoh

You do not want to separate these issues too much but arrange diverse uses around a tightly knit public realm which emphasizes pedestrians first but allows for access by other modes. The plan form needs to have a still finer grain. Imagine an environment with finer grained streets (some primarily pedestrian) and small blocks. Think of the Distillery District Plan with its tighter spaces. These protected areas work well in all seasons including winter. What I see on the plans is still a little too spread out – too separated. For example there should be no 'Biotech Park' – but rather an integration with other uses and users. Nor should the residential, the retail or the employment be separated out in their own enclaves. Think of a checkerboard. The heritage resources, those few remaining buildings have a really important role to play in creating place. Also the monumental scale of the industrial waterfront – the locks – as a backdrop. The parking should be designed as an evolving green landscape suggesting 'blocks' for future development– not as 'lots' all on the northern edge creating a barrier but interwoven like Granville Island.

Finally I don't yet see the critical there there. The proposed plan of subdivision seems somewhat conventional and stiff overly isolating the research activities at the west end. I don't see a street spine for retail or a real focus. Nor do I see real park spaces. A really well designed and imageable park or square should be in the first phase, one that everyone would go to and would be shared by students, visitors, workers, residents. There is real potential here to play off the five remarkable historic sandstone buildings with a combination of landscape/streetscape/public gathering spaces and innovate in providing a unique kind of environment that is conducive to pedestrian activity and vitality. This might involve introducing unconventional 'pedestrian-first' streets and lanes and using natural solutions to storm water management with swales and wetlands to create a unique working landscape that expresses the environmental goals of the project. A full Plan of Subdivision might be premature allowing for severances of lots to occur more organically as the plan evolves and uses establish themselves.



Phillidelphia Navy Yard Precedent

phase 1 - information + conceptual options September - October 2013

Objectives

The aim of Part One is to work with City staff to solidify the work plan and agree to the objectives of the project. Our team will collect and review background information to better understand existing conditions and the goals of City. Existing materials and policies will be referenced along with best practices in order to develop a firm working foundation to build upon. These materials will be compiled into a Positioning Report and draft Public Realm Strategy that will outline directives, opportunities, design alternatives and recommendations for discussion.

Tasks

- Background review and analysis for all phases to follow.
- Background review and analysis of Provincial, Regional, Municipal and stakeholder background plans,policies, studies, drawings, technical requirements and streetscape design work already completed. Building on the previous work, we will conduct a detailed inventory and Mapping through thorough on-site research to allow our team to develop base and existing conditions maps.
- Integrate digital data sets and prepare Base Mapping.
- Review and categorizing of precedents and best practices for public realm design and planning in transitionary neighbourhoods and communities in Canada and beyond.
- Summarize Existing Conditions and Analysis (Streetscape/Open Space Character); Research Best Practices of sustainable streetscape/open space design, transit infrastructure);

Meetings

- Project Initiation Meeting (Mid September) - Meet with City staff to solidify work plan, objectives, approach and deliverables.
- City staff design workshop (Early October) - Based on our background research, we will coordinate our findings with City staff to ensure our strategic direction is in tandem with City intentions and goals through a collaborative working session.
- Stakeholder Interviews (Early October) - We will sit down with stakeholders to gain further insight, and discuss individual questions and concerns.
- City of Sault Ste. Marie Design Review (Early October) - We will demonstrate our findings and strategy for further phases in the form of a Positioning Report to the City of Sault Ste. Marie for discussion and feedback.
- Public Engagement (Late October) - Present our Positioning Report and set of design alternatives at a public open house to generate discussion and feedback to further develop our plan.

Deliverables

- Base Mapping
- Draft Public Realm Strategy (Positioning Report)
- Set of 2-3 Public Realm Alternatives

Assumptions

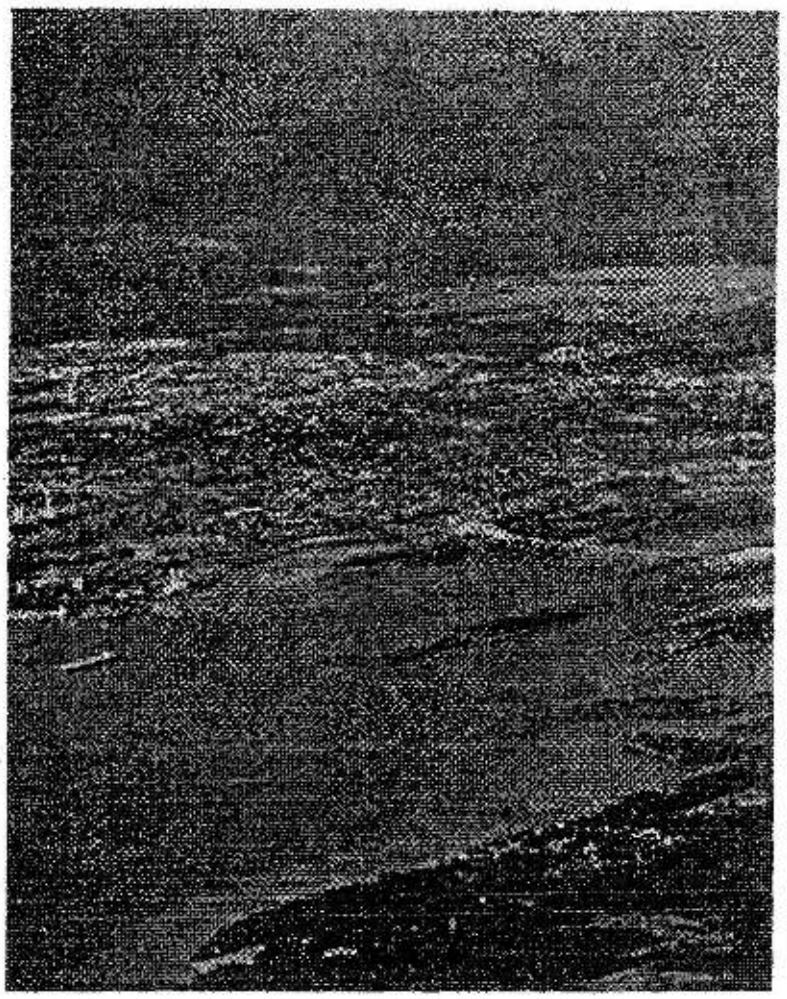
Disbursements include printing, courier, long distance telephone, data/ cell phone charges, travel expenses (gas and mileage), graphic and computer supplies. Expenses will be billed as incurred.

Additional meetings or revisions will be billed as per our per diem hourly rates, once authorized by the client.

We have assumed the digital topographic, legal and site plan information will be provided.

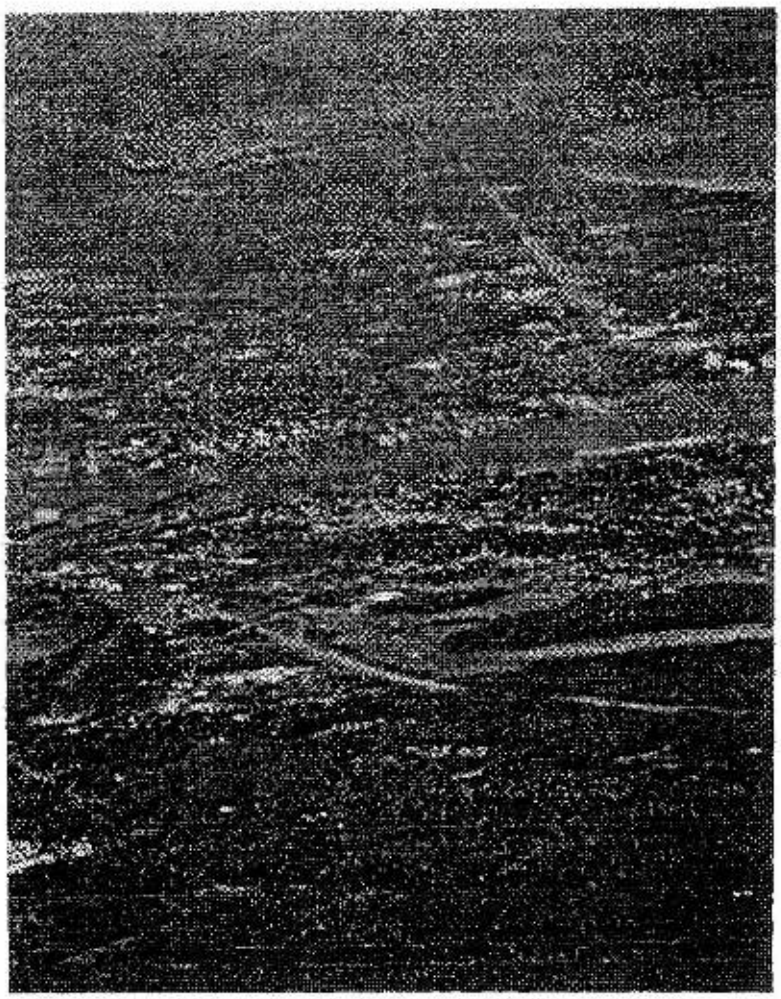
Fees

Estimated fees for Phase 1: $20,000





Canadian National Line From Sault Ste. Marie



Aerial Of Sault Ste. Marie

phase 2 - final master plan report October - November 2013

Objectives

In this phase, the objective is iterative consultation process to develop and refine a draft Public Realm Strategy and conceptual design from the draft Public Realm Vision produced in Phase 1, as well as to develop a draft Streetscape Elements Manual, which will define in greater detail, the various elements that will make up this new Public Realm Strategy. This Manual will include, but not be limited to such elements as site furnishings, lighting, paving, materiality, etc.

Once Phase 1 feedback from the various players has been processed and integrated into our design, we will reconvene with City staff to discuss the revised Public Realm Strategy, and the next cycle of public engagement.

Tasks

- Prepare for the second Public Engagement event, including the production of presentation materials and updating online resources, demonstrating work-to-date, and upcoming meetings and presentations.
- Building on this work, our team will prepare a draft Public Realm Strategy manual that will include our refined Public Realm Plan as well as a draft Streetscape Elements Pallette/Manual.

Meetings

- Coordination Meeting (Mid November) - Meet with City staff to discuss refined Public Realm Strategy and discuss the second phase of stakeholder and public engagement.
- Stakeholder Interviews (Late November) - Discuss refined Public Realm Strategy and gain feedback.
- Public Engagement (Late November) - Present our refined Public Realm Strategy at a public open house to generate discussion and feedback to further develop our plan.

Deliverables

- Summary of Public Engagement
- Refined Public Realm Strategy & Plan
- Draft Design Elements and Implementation Plan
- Draft Order of Magnitude Costing

Assumptions

Disbursements include printing, courier, long distance telephone, data/ cell phone charges, travel expenses (gas and mileage), graphic and computer supplies. Expenses will be billed as incurred.

Additional meetings or revisions will be billed as per our per diem hourly rates, once authorized by the client.

We have assumed the digital topographic, legal and site plan information will be provided.

Fees

Estimated fees for Phase 1: $20,000

The Planning Partnership

Urban Design . Landscape Architecture . Planning . Communications

10(g)

Attn: Don McConnel & Tom Dobbs
Planning Director
City of Sault Ste. Marie

July 30, 2013

Re: Proposal Approval

If this proposal meets with your approval. Please sign and date a copy of this letter, return it to us and retain the original for your records. Should you have any questions or require further clarification, please feel free to contact either Ken Greenberg or David Leinster.

We would like to thank you again for this opportunity and look forward to commencing work in earnest.

FORM OF AGREEMENT:
Accepted:

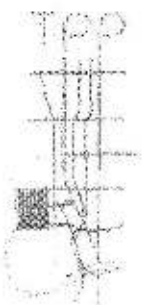
_____
Date of Acceptance

_____
Debbie Amaroso, Mayor
City of Sault Ste. Marie

_____
Ken Greenberg, Greenberg Consultants Inc.

_____
Malcolm White, City Clerk
City of Sault Ste. Marie

_____
David Leinster, The Planning Partnership



10(h)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-159

AGREEMENT: (P3) A by-law to authorize execution of an agreement between the City and Superior Petroleum Maintenance Ltd. for UST Removal and Installation of New Fuel Dispensing System located at 128 Sackville Road, Sault Ste. Marie, Ontario, for the total project cost of $223,275.75, plus HST.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and the Deputy 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, dated August 12, 2013, and made between the City and Superior Petroleum Maintenance Ltd. for UST Removal and Installation of New Fuel Dispensing System located at 128 Sackville Road, Sault Ste. Marie, Ontario, for the total project cost of $223,275.75, plus HST.

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 12th day of August, 2013.

MAYOR - DEBBIE AMAROSO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

ds LEGAL\STAFF\BYLAWS\2013\2013-159 AGREEMENT SUPERIOR PETROLEUM MAINTENANCE LTD..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

10(b)

Schedule "A"

CCDC 2

CCDC 2

stipulated price contract

2008

UST Removal and Installation of New Fuel Dispensing System

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 2 - 2008 except to the extent that any alterations, additions or modifications are set forth in the supplementary conditions.

CCDC 2 2008

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

10(h)

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A-3 Contract Documents
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A-5 Payment
A-6 Receipt of and Addresses for Notices in Writing
A-7 Language of the Contract
A-8 Succession

DEFINITIONS
1. Change Directive
2. Change Order
3. Construction Equipment
4. Consultant
5. Contract
6. Contract Documents
7. Contract Price
8. Contract Time
9. Contractor
10. Drawings
11. Notice in Writing
12. Owner
13. Place of the Work
14. Product
15. Project
16. Provide
17. Shop Drawings
18. Specifications
19. Subcontractor
20. Substantial Performance of the Work
21. Supplemental Instruction
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23. Temporary Work
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GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS
GC 1.1 Contract Documents
GC 1.2 Law of the Contract
GC 1.3 Rights and Remedies
GC 1.4 Assignment

PART 2 ADMINISTRATION OF THE CONTRACT
GC 2.1 Authority of the Consultant
GC 2.2 Role of the Consultant
GC 2.3 Review and Inspection of the Work
GC 2.4 Defective Work

PART 3 EXECUTION OF THE WORK
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GC 3.3 Temporary Work
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GC 3.5 Construction Schedule
GC 3.6 Supervision
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GC 4.2 Contingency Allowance

PART 5 PAYMENT
GC 5.1 Financing Information Required of the Owner
GC 5.2 Applications for Progress Payment
GC 5.3 Progress Payment
GC 5.4 Substantial Performance of the Work
GC 5.5 Payment of Holdback upon Substantial Performance of the Work
GC 5.6 Progressive Release of Holdback
GC 5.7 Final Payment
GC 5.8 Withholding of Payment
GC 5.9 Non-conforming Work

PART 6 CHANGES IN THE WORK
GC 6.1 Owner's Right to Make Changes
GC 6.2 Change Order
GC 6.3 Change Directive
GC 6.4 Concealed or Unknown Conditions
GC 6.5 Delays
GC 6.6 Claims for a Change in Contract Price

PART 7 DEFAULT NOTICE
GC 7.1 Owner's Right to Perform the Work, Terminate the Contractor's Right to Continue with the Work or Terminate the Contract
GC 7.2 Contractor's Right to Suspend the Work or Terminate the Contract

PART 8 DISPUTE RESOLUTION
GC 8.1 Authority of the Consultant
GC 8.2 Negotiation, Mediation and Arbitration
GC 8.3 Retention of Rights

PART 9 PROTECTION OF PERSONS AND PROPERTY
GC 9.1 Protection of Work and Property
GC 9.2 Toxic and Hazardous Substances
GC 9.3 Artifacts and Fossils
GC 9.4 Construction Safety
GC 9.5 Mould

PART 10 GOVERNING REGULATIONS
GC 10.1 Taxes and Duties
GC 10.2 Laws, Notices, Permits, and Fees
GC 10.3 Patent Fees
GC 10.4 Workers' Compensation

PART 11 INSURANCE AND CONTRACT SECURITY
GC 11.1 Insurance
GC 11.2 Contract Security

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY
GC 12.1 Indemnification
GC 12.2 Waiver of Claims
GC 12.3 Warranty

The Canadian Construction Documents Committee (CCDC) is a national joint committee responsible for the development, production and review of standard Canadian construction contracts, forms and guides. Formed in 1974 the CCDC is made up of volunteer representatives from:

Public Sector Owners
Private Sector Owners
Canadian Bar Association (Ex-Officio)
* The Association of Canadian Engineering Companies
* The Canadian Construction Association
* Construction Specifications Canada
* The Royal Architectural Institute of Canada

*Committee policy and procedures are directed and approved by the four constituent national organizations.

CCDC 2 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. CCDC 2 can have important consequences. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 2.

CCDC Copyright 2008
Must not be copied in whole or in part without the written permission of the CCDC.

10(h)

AGREEMENT BETWEEN OWNER AND CONTRACTOR

For use when a stipulated price is the basis of payment.

This Agreement made on the 12th day of August in the year 2013.

by and between the parties

The Corporation of the City of Sault Ste. Marie

hereinafter called the "*Owner*"

and

Superior Petroleum Maintenance Ltd.

hereinafter called the "*Contractor*"

The *Owner* and the *Contractor* agree as follows:

ARTICLE A-1 THE WORK

The *Contractor* shall:

1.1 perform the *Work* required by the *Contract Documents* for

UST Removal and Installation of New Fuel Dispensing System

insert above the name of the Work

located at

128 Sackville Road, Sault Ste. Marie, Ontario

insert above the Place of the Work

for which the Agreement has been signed by the parties, and for which

AECOM Canada Ltd.

insert above the name of the Consultant

is acting as and is hereinafter called the "*Consultant*" and

1.2 do and fulfill everything indicated by the *Contract Documents*, and

1.3 commence the *Work* by the 14th day of August in the year 2013 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 20 day of November in the year 2013.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.

2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

10(h)

ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement - THE WORK:

– Agreement between *Owner* and *Contractor*
– Definitions
– The General Conditions of the Stipulated Price Contract
*

- Instructions to Bidders
- CCDC-2 2008 General Conditions
- Instruction to Bidders
- Supplementary General Conditions
- General Requirements
- Summary of Work
- Addendum No. 1 and 2
- Figure 1 and Figure 2

* *(Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)*

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

Two Hundred Twenty-Three Thousand, Two Hundred Seventy-Five--------75

/100 dollars $ 223,275.75

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

Twenty Nine Thousand, Twenty-Five----------85

/100 dollars $ 29,025.85

4.3 Total amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:

Two Hundred Fifty Two Thousand, Three Hundred and One----------60

/100 dollars $ 252,301.60

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of ten percent (10 %), the *Owner* shall:

.1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments, and

.2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and

.3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

.1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:

(1) 2% per annum above the prime rate for the first 60 days.

(2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

Bank of Montreal

(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

.2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

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10(h)

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below. The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day. A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof. An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Owner

The Corporaton of the City of Sault Ste. Marie

*name of Owner**

99 Foster Drive, Sault Ste. Marie, Ontario P6A 5N1

address

705-541-7010 — *facsimile number*

l.girardi@cityssm.on.ca — *email address*

Contractor

Superior Petroleum Maintenance Ltd.

*name of Contractor**

812 Frontenac Street, Sault Ste. Marie, Ontario P6A 0A6

address

705-759-9067 — *facsimile number*

timsee@on.aibn.com — *email address*

Consultant

AECOM Canada Ltd.

*name of Consultant**

523 Wellington Street East, Sault Ste. Marie, Ontario P6A 2M4

address

705-942-3642 — *facsimile number*

tyler.moody@aecom.com — *email address*

** If it is intended that the notice must be received by a specific individual, that individual's name shall be indicated.*

ARTICLE A-7 LANGUAGE OF THE CONTRACT

7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~ # language shall prevail.
Complete this statement by striking out inapplicable term.

7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

ARTICLE A-8 SUCCESSION

8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

WITNESS

signature

name of person signing

signature

name of person signing

OWNER

The Corporation of the City of Sault Ste. Marie

name of owner

signature

Mayor - Debbie Amaroso

name and title of person signing

signature

Deputy City Clerk - Rachel Tyczinski

name and title of person signing

WITNESS

signature

name of person signing

signature

name of person signing

CONTRACTOR

Superior Petroleum Maintenance Ltd.

name of Contractor

signature

name and title of person signing

signature

name and title of person signing

N.B. *Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:*
(a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
(b) the affixing of a corporate seal, this Agreement should be properly sealed.

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DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

1. **Change Directive**
A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

2. **Change Order**
A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:
- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

3. **Construction Equipment**
Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

4. **Consultant**
The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant*'s authorized representative.

5. **Contract**
The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

6. **Contract Documents**
The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.

7. **Contract Price**
The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.

8. **Contract Time**
The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.

9. **Contractor**
The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor*'s authorized representative as designated to the *Owner* in writing.

10. **Drawings**
The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

11. **Notice in Writing**
A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

12. **Owner**
The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner*'s authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.

13. **Place of the Work**
The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

14. **Product**
Product or Products means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

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15. **Project**
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.

16. **Provide**
Provide means to supply and install.

17. **Shop Drawings**
Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.

18. **Specifications**
The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

19. **Subcontractor**
A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.

20. **Substantial Performance of the Work**
Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.

21. **Supplemental Instruction**
A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.

22. **Supplier**
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.

23. **Temporary Work**
Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

24. **Value Added Taxes**
Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.

25. **Work**
The *Work* means the total construction and related services required by the *Contract Documents*.

26. **Working Day**
Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

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GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.

1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.

1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.

1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.

1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.

1.1.6 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.

1.1.7 If there is a conflict within the *Contract Documents*:
- .1 the order of priority of documents, from highest to lowest, shall be
  - the Agreement between the *Owner* and the *Contractor*,
  - the Definitions,
  - Supplementary Conditions,
  - the General Conditions,
  - Division 1 of the *Specifications*,
  - technical *Specifications*,
  - material and finishing schedules,
  - the *Drawings*.
- .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
- .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
- .4 later dated documents shall govern over earlier documents of the same type.

1.1.8 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.

1.1.9 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant*'s property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.

1.1.10 Models furnished by the *Contractor* at the *Owner*'s expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

GC 1.3 RIGHTS AND REMEDIES

1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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GC 1.4 ASSIGNMENT

1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.

2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.

2.1.3 If the *Consultant*'s employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

GC 2.2 ROLE OF THE CONSULTANT

2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.

2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.

2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant*'s responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.

2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor*'s applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.

2.2.5 Based on the *Consultant*'s observations and evaluation of the *Contractor*'s applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.

2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor*'s failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.

2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.

2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.

2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.

2.2.10 The *Consultant*'s interpretations and findings will be given in writing to the parties within a reasonable time.

2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

2.2.12 The *Consultant* will have authority to reject work which in the *Consultant*'s opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.

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2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.

2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor*'s submittals, in accordance with the *Contract Documents*.

2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.

2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant*'s knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.

2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner*'s acceptance.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.

2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant*'s instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.

2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.

2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor*'s expense.

2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.

2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is designated by the laws or ordinances applicable to the *Place of the Work*.

2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.

2.4.2 The *Contractor* shall make good promptly other contractors' work destroyed or damaged by such corrections at the *Contractor*'s expense.

2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

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PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.

3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.

3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Owner* shall:

.1 provide for the co-ordination of the activities and work of other contractors and *Owner*'s own forces with the *Work* of the *Contract*;

.2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;

.3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;

.4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 - INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and

.5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner*'s own forces.

3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Contractor* shall:

.1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;

.2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and

.3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner*'s own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.

3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner*'s own forces, the *Contractor* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner*'s own forces as specified in the *Contract Documents*.

3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner*'s own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

3.2.6 Disputes and other matters in question between the *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY WORK

3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.

3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

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3.3.3 Notwithstanding the provisions of GC 3.1 - CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC 3.4 DOCUMENT REVIEW

3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. Such review by the *Contractor* shall be to the best of the *Contractor*'s knowledge, information and belief and in making such review the *Contractor* does not assume any responsibility to the *Owner* or the *Consultant* for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the *Contract Documents*, which the *Contractor* did not discover. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.

GC 3.5 CONSTRUCTION SCHEDULE

3.5.1 The *Contractor* shall:

.1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;

.2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and

.3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions - CHANGES IN THE WORK.

GC 3.6 SUPERVISION

3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.

3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor*'s appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:

.1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;

.2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and

.3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.

3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.

3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.

3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.

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3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.

3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor*'s or *Supplier*'s work which has been certified for payment.

GC 3.8 LABOUR AND PRODUCTS

3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.

3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor*'s employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

GC 3.9 DOCUMENTS AT THE SITE

3.9.1 The *Contractor* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.

GC 3.10 SHOP DRAWINGS

3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.

3.10.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.

3.10.3 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.

3.10.4 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.

3.10.5 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.

3.10.6 The *Consultant*'s review is for conformity to the design concept and for general arrangement only.

3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.

3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:

.1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and

.2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.

3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.

3.10.10 The *Consultant*'s review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.

3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.

3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

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GC 3.11 USE OF THE WORK

3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.

3.11.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

GC 3.12 CUTTING AND REMEDIAL WORK

3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.

3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.

3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

GC 3.13 CLEANUP

3.13.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.

3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.

3.13.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of work or costs included in such cash allowances shall be as described in the *Contract Documents*.

4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor*'s overhead and profit in connection with such cash allowances.

4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.

4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor*'s overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.

4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.

4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.

4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

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GC 4.2 CONTINGENCY ALLOWANCE

4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.

4.2.2 The contingency allowance includes the *Contractor*'s overhead and profit in connection with such contingency allowance.

4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*.

5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner*'s financial arrangements to fulfill the *Owner*'s obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.

5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.

5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.

5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.

5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.

5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.

5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:

.1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor*'s application for payment,

.2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,

.3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:

- receipt by the *Consultant* of the application for payment, or
- the last day of the monthly payment period for which the application for payment is made.

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GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within one *Working Day*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.

5.4.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor*'s list and application:

.1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or

.2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.

5.4.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall:

.1 submit an application for payment of the holdback amount,

.2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.

5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.

5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.

5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

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5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.7 FINAL PAYMENT

5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.

5.7.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.

5.7.3 When the *Consultant* finds the *Contractor*'s application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.

5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

GC 5.8 WITHHOLDING OF PAYMENT

5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, there are items of work that cannot be performed, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such remaining work.

GC 5.9 NON-CONFORMING WORK

5.9.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:

.1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and

.2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.

6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.

6.2.2 When the *Owner* and *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the application for progress payment.

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GC 6.3 CHANGE DIRECTIVE

6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.

6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.

6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.

6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.

6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.

6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor*'s actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:

.1 If the change results in a net increase in the *Contractor*'s cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor*'s cost, plus the *Contractor*'s percentage fee on such net increase.

.2 If the change results in a net decrease in the *Contractor*'s cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor*'s cost, without adjustment for the *Contractor*'s percentage fee.

.3 The *Contractor*'s fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.

6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:

.1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel

(1) stationed at the *Contractor*'s field office, in whatever capacity employed;

(2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;

(3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or

(4) engaged in the processing of changes in the *Work*.

.2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;

.3 travel and subsistence expenses of the *Contractor*'s personnel described in paragraph 6.3.7.1;

.4 all *Products* including cost of transportation thereof;

.5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;

.6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;

.7 all equipment and services required for the *Contractor*'s field office;

.8 deposits lost;

.9 the amounts of all subcontracts;

.10 quality assurance such as independent inspection and testing services;

.11 charges levied by authorities having jurisdiction at the *Place of the Work*;

.12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor*'s obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;

.13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;

.14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;

.15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;

.16 removal and disposal of waste products and debris; and

.17 safety measures and requirements.

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6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s attention to the *Work* shall be borne by the *Contractor*.

6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof when requested.

6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor*'s pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.

6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.

6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.

6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:

.1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or

.2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,

then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.

6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor*'s cost or time to perform the *Work*, the *Consultant*, with the *Owner*'s approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.

6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Contractor* in writing.

6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 - ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

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6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:

.1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),

.2 fire, unusual delay by common carriers or unavoidable casualties,

.3 abnormally adverse weather conditions, or

.4 any cause beyond the *Contractor*'s control other than one resulting from a default or breach of *Contract* by the *Contractor*,

then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.

6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.

6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.

6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:

.1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and

.2 keep such records as may be necessary to support the claim.

6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based.

6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.

6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor*'s insolvency, or if a receiver is appointed because of the *Contractor*'s insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor*'s right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing* that the *Contractor* is in default of the *Contractor*'s contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

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7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner*'s instructions if the *Contractor*:
.1 commences the correction of the default within the specified time, and
.2 provides the *Owner* with an acceptable schedule for such correction, and
.3 corrects the default in accordance with the *Contract* terms and with such schedule.

7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
.1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
.2 terminate the *Contractor*'s right to continue with the *Work* in whole or in part or terminate the *Contract*.

7.1.5 If the *Owner* terminates the *Contractor*'s right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
.1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
.2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
.3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant*'s additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
.4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor*'s work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.

7.1.6 The *Contractor*'s obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner*'s insolvency, or if a receiver is appointed because of the *Owner*'s insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner Notice in Writing* to that effect.

7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner*'s contractual obligations if:
.1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*, or
.2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
.3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
.4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.

7.2.4 The *Contractor*'s *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.

7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

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PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.

8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.

8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant*'s opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator

.1 within 20 *Working Days* after the *Contract* was awarded, or

.2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.

8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.

8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.

8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.

8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.

8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.

8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

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8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be

.1 held in abeyance until
(1) *Substantial Performance of the Work*,
(2) the *Contract* has been terminated, or
(3) the *Contractor* has abandoned the *Work*,
whichever is earlier; and

.2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.

8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

9.1.1 The *Contractor* shall protect the *Work* and the *Owner*'s property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor*'s operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:

.1 errors in the *Contract Documents*;

.2 acts or omissions by the *Owner*, the *Consultant*, other contractors, their agents and employees.

9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.

9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor*'s expense.

9.1.4 Should damage occur to the *Work* or *Owner*'s property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner*'s property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.

9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,

.1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and

.2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.

9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

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9.2.5 If the *Contractor*

.1 encounters toxic or hazardous substances at the *Place of the Work*, or

.2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*,

which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall

.3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and

.4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.

9.2.6 If the *Owner* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.

9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:

.1 take all steps as required under paragraph 9.2.4;

.2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;

.3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and

.4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.

9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:

.1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;

.2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;

.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and

.4 indemnify the Owner as required by GC 12.1 - INDEMNIFICATION.

9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.

9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.

9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

9.4.1 Subject to paragraph 3.2.2.2 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*.

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GC 9.5 MOULD

9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,

.1 the observing party shall promptly report the circumstances to the other party in writing, and

.2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and

.3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.

9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:

.1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and

.2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and

.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and

.4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.

9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:

.1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and

.2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and

.3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and

.4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.

9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 - MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement - CONTRACT PRICE.

10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in such included taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

10.2.1 The laws of the *Place of the Work* shall govern the *Work*.

10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.

10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.

10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

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10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.

10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.

10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the model, plan or design of which was supplied to the *Contractor* as part of the *Contract Documents*.

GC 10.4 WORKERS' COMPENSATION

10.4.1 Prior to commencing the *Work*, again with the *Contractor*'s application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Contractor*'s application for final payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.

10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Contractor* shall provide such evidence of compliance by the *Contractor* and *Subcontractors*.

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:

.1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.

.2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.

.3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*

.4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:

(1) 10 calendar days after the date of *Substantial Performance of the Work*;

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(2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;

(3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.

.5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.

.6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:

(1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;

(2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner*'s interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor*'s interest in the restoration of the *Work*; and

(3) to the *Work* arising from the work of the *Owner*, the *Owner*'s own forces or another contractor, the *Owner* shall, in accordance with the *Owner*'s obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.

.7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.

11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.

11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.

11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.

11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.

11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor*'s insurance policy becoming due for renewal, and record any agreement in a *Change Order*.

11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the Contractor by way of a *Change Order*.

11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

11.2.1 The *Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.

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11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

.1 caused by:

(1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or

(2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and

.2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

.1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.

.2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or $2,000,000, but in no event shall the sum be greater than $20,000,000.

.3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.

12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

.1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and

.2 arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:

.1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;

.2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

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GC 12.2 WAIVER OF CLAIMS

12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor*'s involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:

.1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;

.2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;

.3 claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and

.4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.

12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.

12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner*'s involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:

.1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;

.2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;

.3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;

.4 damages arising from the *Contractor*'s actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;

.5 claims arising pursuant to GC 12.3 - WARRANTY; and

.6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.

12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:

.1 any limitation statute of the Province or Territory of the *Place of the Work*; or

.2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.

12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.

12.2.6 "*Notice in Writing* of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:

.1 a clear and unequivocal statement of the intention to claim;

.2 a statement as to the nature of the claim and the grounds upon which the claim is based; and

.3 a statement of the estimated quantum of the claim.

12.2.7 The party giving "*Notice in Writing* of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

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12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

GC 12.3 WARRANTY

12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.

12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.

12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.

12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor*'s expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.

12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.

12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor*'s responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

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CCDC

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CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

CCDC 41
CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

1. General liability insurance shall be with limits of not less than $5,000,000 per occurrence, an aggregate limit of not less than $5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding $5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.

2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than $5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.

3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than $5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than $5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.

4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding $5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.

5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.

6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.

7. Standard Exclusions

   7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
   - Asbestos
   - Cyber Risk
   - Mould
   - Terrorism

Association of Canadian Engineering Companies

Canadian Construction Association

Construction Specifications Canada

The Royal Architectural Institute of Canada

10(i)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-156

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Queen Street East from East Street to Brock Street on August 24th, 2013 from 11:00 a.m. to 5:00 p.m. to facilitate the Queenstown Square 1 Block Party.

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 QUEEN STREET EAST**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Queen Street East from East Street to Brock Street on August 24th, 2013 from 11:00 a.m. to 5:00 p.m. to facilitate the Queenstown Square 1 Block Party.

2. **EFFECTIVE DATE**

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

PASSED in Open Council this 12th day of August, 2013.

MAYOR - DEBBIE AMAROSO

DEPUTY CITY CLERK - RACHEL TYCZINSKI

nm/Bylaws\2013\2013-140 Temp. St. Closing Squ 1 Block Party.doc

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CITY SOLICITOR

10(j)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-158

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Russ Ramsay Way and Foster Drive from The Drop-In Centre parking lot entrance to the Civic Centre west entrance of the south parking lot on September 15, 2013 from 12 noon to 3:00 p.m. to facilitate the Municipal Flag Raising Ceremony.

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 RUSS RAMSAY WAY AND FOSTER DRIVE**

   The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic on Russ Ramsay Way and Foster Drive from The Drop-In Centre parking lot entrance to the Civic Centre west entrance of the south parking lot on September 15, 2013 from 12 noon to 3:00 p.m. to facilitate the Municipal Flag Raising Ceremony.

2. **EFFECTIVE DATE**

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

PASSED in Open Council this 12th day of August, 2013.

MAYOR - DEBBIE AMAROSO

DEPUTY CITY CLERK - RACHEL TYCZINSKI

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2013-133

STREET CLOSING: (PR2) A by-law to stop up, close and authorize the conveyance of a street in the Greenfield Park "A" Subdivision, Plan H518.

WHEREAS the street more particularly hereinafter described was established as a public street and assumed for public use by By-law 2013-132;

NOW THEREFORE the Council of The Corporation of the City of Sault Ste. Marie, pursuant to *the Municipal Act, 2001*, S.O. 2001, **ENACTS** as follows:

1. **STREET CLOSED**

   The street more particularly described in Schedule "A" to this by-law, having been assumed by the Corporation for public use, is hereby stopped up and closed.

2. **STREET DECLARED SURPLUS**

   The street more particularly described in Schedule "A" to this by-law is surplus to the requirements of the municipality.

3. **EXECUTION OF DOCUMENTS**

   The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

4. **EASEMENTS TO BE RETAINED**

   The street is subject to the retention of easements if required. The Corporation shall stop up, close and authorize the conveyance of the street more particularly described in Schedule "A" to this by-law.

5. **SCHEDULE "A"**

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

6. **EFFECTIVE DATE**

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

READ the **FIRST** and **SECOND** time this 15th day of July, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

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SCHEDULE "A" TO BY-LAW 2013-132 AND BY-LAW 2013-133

PIN 31566-0101 (LT)

1 FT RESERVE PL H518 KORAH AT N LIMIT OF UNNAMED RD, BTN LT 10 & 11 PL H518; UNNAMED RD PL H518 KORAH BTN LOT 10 & 11 PL H518 LYING N OF GREENFIELD DR., BEING UNNAMED RD.; SAULT STE. MARIE



ESSAR CENTRE

2012 Annual Report

SAULT STE. MARIE
Ontario Canada
naturally gifted

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A. Descriptive Overview

1) Introduction

The Essar Centre is a state-of-the-art sports and entertainment centre with all of the amenities necessary to host a wide range of events including concerts, sporting events, family shows, conventions, and trade shows. As well, it is the venue for the Soo Greyhounds Hockey Club to operate out of.

In addition to serving as a sports and entertainment centre, the venue is also used as a community centre. Adult hockey, youth hockey, figure skating, and exercise walking are some of the other uses of the centre.

While it is important to keep the annual operating cost as low as possible, it is important to note that operating decisions take into account the broader economic impact events have on the local economy. When events are held at the Essar Centre it is evident that additional retail, restaurant and lodging sales are generated in the community.

2) Economic/Social Benefits

While there has been, and will continue to be, an annual cost to operate the Essar Centre it is important to note the many social and economic benefits to the community.

According to Tourism Sault Ste. Marie's (TSSM) Economic Benefit formula, a visitor spends approximately $150 per visitor per day (direct and indirect spending).

The Essar Centre is the flagship facility for marketing sporting events in Sault Ste. Marie. Combined with the John Rhodes Community Centre and other area arenas, multi-day sport tournaments are attracted to Sault Ste. Marie. It is estimated that a single three-day tournament with 40 teams could generate up to $360,000 in economic benefits to the community.

In 2012, the Essar Centre was home to the 2012 CARHA (Canadian Adult Recreation Hockey Association World Cup). The event generated $13.3 million in economic activity alone, and brought approximately 2,300 visitors to Sault Ste. Marie from around the world.

Conventions boost the area's economy as well. The Essar Centre is easily converted to convention mode. The economic benefit of a single three-day convention with 2500 out-of-town visitors is approximately $1,125,000.

In addition to the economic benefits, the social benefits of the Essar Centre are far reaching. The sporting and entertainment spectator events staged at the facility and the use of the facility as a community centre for sports and recreation, increase local quality of life and help attract new residents to the community.

3) Marketing and Events

Marketing activities focus on attracting a wide variety of events, making the necessary arrangements to plan, organize, and execute such events, and to ensure a high degree of customer service to event planners, promoters and most importantly the end user.

Quality, well-attended events are key to driving the facility's revenue streams. Facility rental fees, box office fees, food and beverage sales, and the facility's share of merchandise sales are all driven by successful events.

A well-marketed facility increases its value and potential for naming and pouring rights. A facility website (www.essarcentre.ca) is maintained to promote the facility worldwide and to provide information to patrons.

4) Soo Greyhounds

According to the agreement with the Soo Greyhounds Hockey Club, the City is required to provide, at its cost, event staff at all Soo Greyhounds games. The event staff include: ushers, box office staff, facility attendants, food and beverage staff, and facility operators/maintenance staff. In addition, a supervisor is assigned to each game to oversee the event. Security services are contracted out to a private security firm and are also provided by the facility.

Facility revenue streams from Greyhounds game operations are governed by the contract revenue sharing schedule, which is part of the long term agreement with the club.

5) Food and Beverage Operations

The Food and Beverage operations are made up of five full-service concessions, a kitchen facility and several portable bars. Food service is also available upon request for smaller events in the Centre's fully-licensed Angelo Bumbacco Room and multi-purpose room. The financial goal of food service operations is to produce an "industry standard" operating profit to offset other facility operating costs. Food and Beverage operations at the Essar Centre consistently result in a profit. In 2012 that profit amounted to just over $162,000.

6) Box Office Operations

The Essar Centre maintains a full-service box office and provides ticketing services including phone and internet sales to event promoters. The box office is also responsible for providing all of the Soo Greyhounds' season ticket and game day ticket sales.

Ticket sales fees offset some of the costs of this operation and some of the fees are allocated to a capital reserve account. The capital reserve account funds are reserved for future capital expenditures. In 2012 $34,513.56 was deposited to this account.

7) Suite Holder Services

There are 13 suites in the Essar Centre as well as a larger Corporate Suite. The Corporate Suite easily accommodates 40 individuals and is rented for special events and Soo Greyhounds games. Revenue from this area is derived from lease fees, rental fees (Corporate Suite only), box office fees, ticket sales, and food and beverage sales.

8) Facility Maintenance Operations

Maintenance operations include managing the state-of-the-art building control systems and the maintenance and repair of the following:

- Refrigeration (ice making) plant
- Ice surface
- Air conditioning plant
- Ice re-surfacer
- Boiler equipment
- Roof top HVAC units
- Sound system

Facility maintenance duties are performed on a daily basis by the Facility Operators and Rink Attendants.

Maintenance and energy costs are difficult to control due to external conditions, but efforts are made to keep them in check as much as possible.

9) 2012 Financial Review

Attached is the facility revenue and expense statement, an estimated revenue and expense statement from Soo Greyhounds game operations (city share), a detailed listing of events, and information regarding previous years' annual operating costs.

The incremental ticket sales revenue sharing arrangement with the Soo Greyhounds (10% - 50%) clearly helps to keep the team viable, but once the lower thresholds have been surpassed, the City realizes a significant financial benefit. The 50% City revenue sharing threshold has not been achieved since 2008, when the Soo Greyhounds had several playoff games. City share of Soo Greyhounds revenue in 2008 was approximately $314,000; however it dropped to a low of just under $100,000 the following year. The City share of Soo Greyhounds ticket sales in 2012 was $96,365.80. This is the lowest it has been since the venue opened its doors in October of 2006.

The Essar Centre Actual Net Operating Cost in 2012 decreased by approximately $30,000 compared to the 2011 cost of approximately $568,000. In 2012 to Actual Net Operating Cost was just over $537,000, ending $20,500 under the budgeted amount. This is largely due to the increased number of special events from 2011 with exceptional attendance to these events which included Cirque du Soleil's QUIDAM which drew sold out crowds to all 7 shows and brought something different to the citizens of Sault Ste. Marie and surrounding areas.

The Essar Centre also serves as a community centre, and as with other community centre arena operations, increasing costs cannot always be passed on. Ice rental rates are consistent with other arenas in Sault Ste. Marie. These rates only cover a portion of the facility operating costs and there generally are no extra fees charged to user groups for the number of spectators in the facility. Additional cleaning and utility costs are absorbed by the maintenance budget.

B. Event Recap

2012 ESSAR CENTRE EVENT LISTING

EVENT	DATE	DAYS	TYPE
Steel City Hockey Tournament	January 5th - 8th, 2012	4	Tournament
InterClub Figure Skating Testing	January 14th - 15th, 2012	2	Tournament
Festival of Stars Testing	February 2nd - 5th, 2012	4	Special Event
Bon Soo Concert	February 11th, 2012	1	Concert
NHL Alumni Game	February 24th, 2012	1	Sporting Event
CARHA Hockey World Cup	March 3rd - March 11th, 2012	9	Sporting Event
Riverdance	March 28th, 2012	1	Concert
Telus Regional Championships	April 2nd - April 8th, 2012	7	Tournament
3 on 3 Tournament	April 26th - 29th, 2012	4	Tournament
Johnny Reid	April 30th, 2012	1	Concert
Terpichore Dance Competition	May 4th - May 5th, 2012	2	Special Event
Passport to Unity	May 6th, 2012	1	Special Event
Bryan Adams	May 8th, 2012	1	Concert
Cirque du Soleil	May 9th - May 13th, 2012	5	Concert
Sault College Convocation	May 24th - 25th, 2012	2	Special Event
Mamma Mia	July 26th, 2012	1	Concert
Sault Roller Derby	July 28th, 2012	1	Sporting Event
Il Volo Canada Tour Rehearsal	August 7th - 9th, 2012	3	Concert
Il Volo	August 10th, 2012	1	Concert
SwearNet Movie Filming	August 24th - 25th, 2012	2	Special Event
Soo Greyhound Training Camp	August 28th - 31st, 2012	4	Sporting Event
John Fogerty	September 18th, 2012	1	Concert
Walk of Fame Event	September 20th, 2012	1	Special Event
Wildcats Puck N Pub	October 12th, 2012	1	Speical Event
The Wiggles	October 20th, 2012	1	Concert
Remembrance Day	November 11th, 2012	1	Special Event
Greyhound International Tournament	November 16th - 18th, 2012	3	Tournament
Jeff Dunham	November 23rd, 2012	1	Concert
Celebration on Ice	December 17th, 2012	1	Sporting Event
Celebrate 100! Farewell	December 30th, 2012	1	Special Event
Greyhound Games - 34	All Year	41	Sporting Event
Soo Thunderbirds	All Year	25	Sporting Event

Event Type	Total Days
Concert	**17**
Sporting Event	**16**
Greyhound Games	**41**
Soo Thunderbirds	**25**
Convention/Special Event	**15**
Tournament	**20**
	134

C. Revenue/Expense Statement



Revenues

Soo Greyhounds	$	100,823.32
Ice Rental	$	89,826.76
Naming Rights	$	130,807.14
Pouring Rights	$	32,000.00
Box Office Fees	$	88,413.13
Sundry Shows	$	52,434.53
Room Rentals - Other	$	13,850.00
Suite Lease Fees	$	124,512.01
Sale of Merchandise	$	19,186.23
Advertising	$	66,518.50
Facility Rental	$	138,959.68
Credit Card Service Fee	$	570.00
Capital Improvement	$	34,513.56
Food Sales	$	518,658.53
Alcohol Sales	$	379,176.15
High School Hockey	$	3,252.08
Sale of Marketing Merchandise	$	1,425.00
Grants	$	-
Sub Total	**$**	**1,794,926.62**

Activity Expenses

Casual Labour - Hounds/Sundry	$	211,601.41
Benefits	$	7,544.87
High School Hockey	$	-
Sundry Show Expenses	$	124,043.39
Miscellaneous Expenses	$	28,239.42
Credit/Convenience Fees	$	3,567.00
Cash Short	$	484.64
Greyhound Expense	$	7,268.82
Sub Total	**$**	**382,749.55**

Food and Beverage Expenses

Casual Labour	$	234,938.49
Purchase for Resale - Food	$	239,811.08
Purchase for Resale - Alcohol	$	139,416.18
Laundry & Uniforms	$	6,410.17
Supplies	$	7,750.29
Misc	$	17,527.22
Equipment Maintenance	$	7,782.88
Soo Greyhounds Share	$	49,716.74
Cash Over	$	847.32
New Equipment	$	12,091.91
Benefits	$	18,700.04
Telephone	$	489.87
Sub Total	**$**	**735,482.19**

Operations Expense

Casual Labour - Hounds/Misc	$	334,004.20
Benefits	$	84,613.51
Office Expense	$	-
Mileage	$	-
Gasoline	$	7,764.02
Natural Gas	$	85,776.89
Water & Electrical	$	289,615.82
Miscellaneous	$	530.39
Uniforms	$	-
Operating Supplies	$	-
Maintenance & Alterations	$	219,503.82
Telephone	$	1,139.39
Internet	$	1,680.00
Credit Debit Card Fees	$	13,984.91
Transfer to Reserve		$34,513.56
Transfer to Capital	$	40,000.00
Office Equipment	$	1,794.00
Arena Equipment	$	(164.47)
Consultants	$	2,750.00
Advertising	$	3,706.40
Naming Rights	$	25,650.40
Pouring Rights	$	2,384.80
Purchased Services	$	570.00
Security	$	35.00
Sub Total	**$**	**1,115,339.08**

10-500-5140-6760
Capital Improvement Fund to Reserves

10-500-5140-6772
Repayment of video Score clock purchase

Box Office Expense

Casual Labour	$	50,030.43
Benefits	$	3,675.62
Miscellaneous	$	1,586.18
Operating Supplies	$	213.70
Cash Short/Over	$	137.54
Office Equipment	$	1,661.59
Laundry & Uniforms	$	-
Maintenance & Alterations	$	173.00
Sub Total	**$**	**57,478.06**

Marketing Expense

Miscellaneous	$	38,865.86
Telephone	$	1,471.97
Advertising	$	46.35
Arena Equipment	$	1,260.00
Sub Total	**$**	**41,644.18**

Total Revenue	$	1,794,926.62	
Total Expenses	$	2,332,693.06	
Profit(Loss)	($	537,766.44)	*

* 2012 Budgeted Net Operating Cost $558,195.00

D. Economic Benefits

Sample Economic Benefits for types of Events Held at Essar Centre					
	# of Events	**Visitors/Event**	**$ Spent/day**	**# Days**	**Economic Benefit**
Concerts/Events*	7	255	$ 150.00	1	$ 267,750.00
Sports Tournaments**	1	800	$ 150.00	3	$ 360,000.00
Conventions ***	1	2500	$ 150.00	3	$ 1,125,000.00

* Estimated economic benefit from annual special events

** Example of economic benefit of 1 hockey tournament with 40 out-of-town teams averaging 20 visitors per team

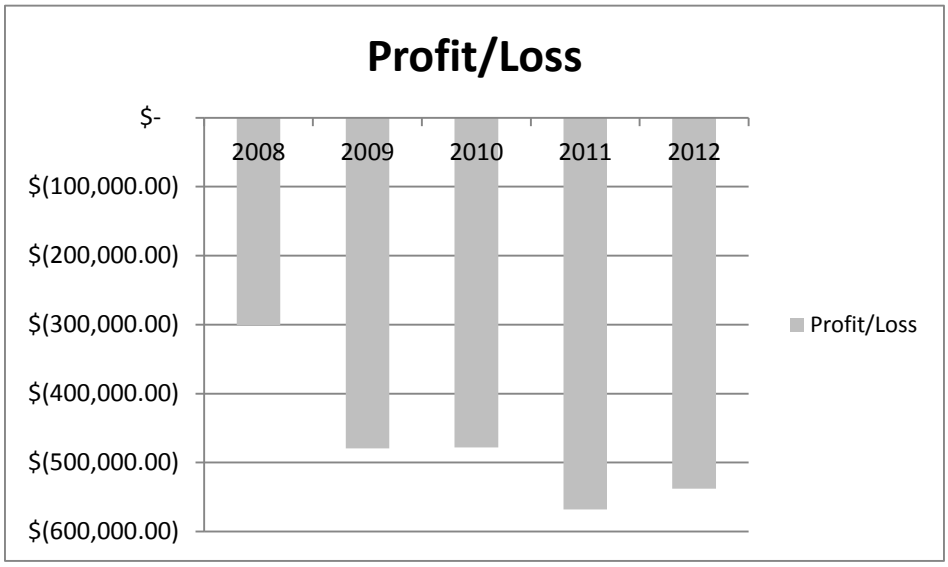
***Sample economic benefit for 1 - 3 day convention

E. Revenue/Expenses from Soo Greyhounds Games

2012 Soo Greyhound Estimated Income Statement		
Revenues		
Ticket Splits	$	96,365.80
Advertising	$	25,018.50
VIP Room Rental	$	9,900.00
Revenue Sub Total	**$**	**131,284.30**
Expenses		
Labour	$	113,530.17
Contract Security	$	46,800.00
General Expense	$	7,268.82
Box Office Additional Labour	$	4,000.00
Maintenance Additional Labour	$	5,600.00
Expense Sub Total	**$**	**177,198.99**
Profit/(Loss)	**$**	**(45,914.69)**
Food and Beverage Revenue		
Net Food and Beverage	**$**	**139,206.87**
Food and Beverage Expense		
Greyhounds Food and Beverage Share	**$**	**49,716.74**
Food and Beverage Profit/(Loss)	**$**	**89,490.13**
Final Estimated 2012 Greyhounds Profit	**$**	**43,575.44**

F. Operating Revenue/Expense Recap

	2008	2009	2010	2011	2012
Revenue	$ 1,902,731.13	$ 1,577,976.20	$ 1,809,955.10	$ 1,534,751.16	$ 1,794,925.62
Activity Exp	$ (346,796.16)	$ (298,945.82)	$ (286,918.81)	$ (257,084.27)	$ (382,749.55)
Operation Exp	$ (1,005,997.93)	$ (1,062,193.07)	$ (1,105,651.38)	$ (1,099,730.48)	$ (1,115,339.08)
Food & Bev Exp	$ (748,434.81)	$ (601,396.64)	$ (783,435.16)	$ (651,145.05)	$ (735,482.19)
Box Office Exp	$ (62,168.53)	$ (53,325.30)	$ (59,218.31)	$ (54,955.40)	$ (57,478.06)
Marketing Expense	$ (39,947.06)	$ (41,828.12)	$ (52,884.65)	$ (39,974.31)	$ (41,644.18)
Profit/Loss	**$ (300,613.36)**	**$ (479,712.75)**	**$ (478,153.21)**	**$ (568,138.35)**	**$ (537,767.44)**



Sault Ste. Marie Fire Services

Sault Ste Marie
Ontario Canada

Celebrate 100!
1912 - 2012

SAULT STE. MARIE FIRE SERVICES





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Mission Statement

“ Committed to the protection of Life, Property and the Environment within our community in a responsible and caring manner. ”

Fire Chief's Report



Once again it is my pleasure to provide the City and citizens of our community with Fire Services' 2012 Annual Report. The report contained herein provides an extensive summary of the operational activities and related statistical data for 2012, including divisional reports from Fire Suppression, Emergency Medical Services, Fire Prevention and Public Education, Support Services, Emergency Management, and a Community Involvement Section.

Through the office of the Community Emergency Management Coordinator, the City's Emergency Response Plan was substantially revised to reflect up to date contingency plans in the event of a significant municipal emergency.

Fire Services will further our commitment toward having a fire safe and emergency prepared community through enhanced marketing and public education campaigns. In addition we will continue to work together with the Emergency Management Coordinator, Lauren Perry to ensure these messages are conveyed to the public.

During the year we were fortunate not to have a fire fatality in the community, and our continued efforts in Fire Prevention and Public Education are seeing tangible results.

Fire Chief's Report

A committee was struck early in 2012 to begin the planning phase for the replacement of 1999 Pumper/Ladder truck deployed from Number 4 Station. Insurance underwriters require front line apparatus be 15 years of age or less as one of the many factors in maintaining our insurance rating.

In October of 2012 I hosted a Northern Ontario Fire Chiefs Conference. Fire Chiefs from Thunder Bay, North Bay, Timmins, Elliot Lake, Espanola, and Kapuskasing attended the three day conference to discuss important emergency services issues. The event was a success and our intent as a group is to continue with the format, and possibly have Sault Ste. Marie as the permanent conference location, given our geographic location.

In the workplace Fire Services continues to take proactive measures towards enhancing internal health and safety policies and wellness programs in an effort to achieve the City's 'Target Zero' policy for workplace related injuries and illness. To further advance this initiative, Senior Fire Management will continue to promote a healthy work environment within our department by scheduling regular team building meetings and exercises. In addition, earlier in the year a joint Labour Management Wellness Committee was established to strategize the most feasible and effective wellness program for our staff's participation.

Fire Chief's Report

2012 Northern Fire Chiefs' Conference



Regional Emergency Services Complex
65 Old Garden River Road
Sault Ste. Marie, Ontario
October 31-November 2012

From left to right: Sault Ste. Marie Fire Chief Marcel Provenzano; Timmins Fire Chief Mike Pintar; North Bay Fire Chief Grant Love; Espanola Fire Chief Mike Pichor; Kapuskasing Fire Chief Gerry Demeules; Elliot Lake Fire Chief Paul Officer (Missing from photo: Thunder Bay Fire Chief John Hay)

Fire Chief's Report

Fire Services also introduced a number of efficiencies over the past year resulting in savings of just over 1% of our annual net budget, including items achieved through collective bargaining, and changes in operational processes. A Council approved reconfiguration of the Administrative Support and Fire Prevention office area has resulted in significant improvement in office operations. The design features in the new layout are conducive to more productive and efficient work spaces. We will continue to be diligent about identifying additional efficiencies which reduce expenses, or generate additional revenue, in order to provide the highest level of cost effective emergency services for the public we serve and protect.

Fire Services introduced a new User Fee for "Open Air Burning Permits" in 2012. The purpose of this new user fee was to help offset the costs of issuing such permits, and bring in a new revenue stream for the department.

As part of the City's Strategic Plan to develop best practices pilot projects, our EMS division became qualified in Intravenous Drug Therapy, and subsequently a presentation was made to Council which provided an overview of this enhanced level of service.

Without a strong and united team in place working together towards a common goal, it would be difficult to move forward and achieve the type of progress we have experienced over the past few years. I thank and commend Fire Services personnel for their constant effort and commitment towards the City and citizens of our community, as it is through these efforts that we can ensure the very best in emergency services deliverables to our community.

Fire Chief's Report

Our Departmental Key Results Areas and status for 2012 are as follows;

- Attain "Target Zero" for workplace accidents and injuries (some success achieved)
- Maintain a healthy and positive work environment (achieved)
- Attain "Target Zero" for fire related losses (achieved)
- Maintain 90th percentile for sudden cardiac arrests responses (achieved)
- Reduce our carbon footprint (achieved)
- Preserve service delivery model by:
  - Enhancing Fire Services public image and visibility through the media, and supporting local charities (achieved)
  - Becoming more cost effective through increased revenue streams and reduced expenditures (some success achieved)

In closing, I would like to thank Mayor Debbie Amaroso, members of City Council, Chief Administrative Officer Joe Fratesi and all City staff for their continued support toward our department.

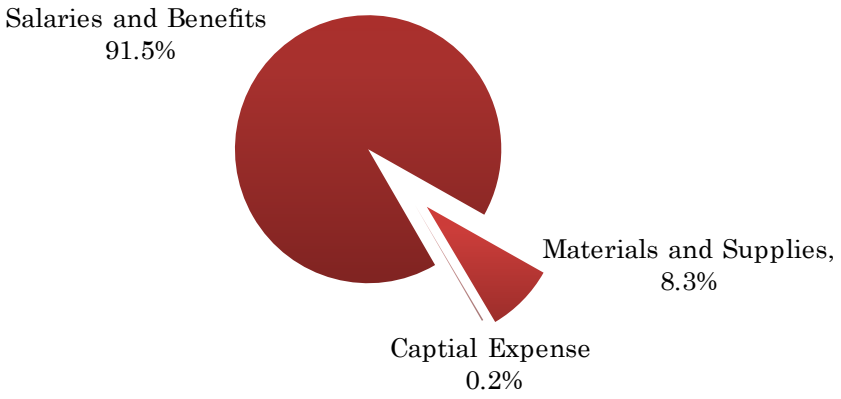


Marcel Provenzano
Fire Chief

Fire Chief's Report

2012 Approved Budget

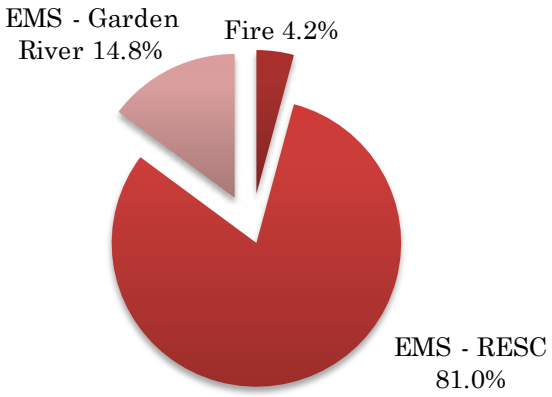
2012 Approved Budget	Fire	EMS - RESC	EMS - Garden River	Total	%
Salaries and Benefits	$11,931,040	$3,472,160	$585,490	$15,988,690	91.5%
Materials and Supplies	$909,150	$415,710	$124,375	$1,449,235	8.3%
Capital expense	$31,675	-	$1,200	$32,875	0.2%
Total	**$12,871,865**	**$3,887,870**	**$711,065**	**$17,470,800**	**100.0%**
Percentage	**73.68%**	**22.25%**	**4.07%**		



Fire Chief's Report

2012 Revenue

Revenue	Budget	Percentage
Fire	$200,505.00	4.2%
EMS - RESC	$3,887,870.00	81.0%
EMS - Garden River Station	$711,065.00	14.8%
Total	**$4,799,440.00**	**100%**



Sault Ste. Marie Fire Services Organizational Chart

Marcel Provenzano - Fire Chief

Frank Brescacin
Assistant Fire Chief
Suppression

Platoon Chiefs

Bruce Lash
Platoon Chief
4 Captains
17 Firefighters

Dave Lang
Platoon Chief
4 Captains
17 Firefighters

Glen Coulter
Platoon Chief
4 Captains
17 Firefighters

Joe May
Platoon Chief
4 Captains
17 Firefighters

Jim St. Jules
Assistant Fire Chief
Support Services

Mechanics
Dan Crozier
Bill Wallace

Paul Milosevich
Assistant Fire Chief
Fire Prev. & Public Education

Fire Prevention Officers
Dan Fraser
Rocco Celetti
Paul Antonello
Carlo Provenzano

Dodie Mills
Administrative Assistant

Clerical Staff
Debra Stares
Kathy Swinn
Tracey Wilson

Robert Rushworth
Manager
EMS Operations

Jeff Bowen
Manager
Quality Assurance

Work Group Leaders

Jeff King
8 Paramedics

Brenda Hilderley
6 Paramedics

Mary Casola
8 Paramedics

Paul Hendrie
6 Paramedics

Sault Ste. Marie Fire Services

Personnel Listing

Name	Appointed to Dept.
LASH, B.	May 30, 1978
RICHARDS, R.	May 30, 1978
BAILEY, D.	October 1, 1979
McDERMID, W.	April 28, 1980
LANG, D.	April 6, 1981
PINNELL, M.	April 6, 1981
COULTER, G.	February 1, 1982
PROVENZANO, M.	February 1, 1982
MAY, J.	February 1, 1982
SWIFT, B.	June 24, 1982
GREGORINI, T.	August 29, 1983
DUBOIS, T.	August 29, 1983
FERRIS, D.	December 19, 1983
HEWITT, R.	December 19, 1983
BRESCACIN, F.	December 19, 1983
ROBERTSON, D.	January 2, 1985

Name	Appointed to Dept.
SCHILDROTH, T.	September 2, 1986
CAMPBELL, B.	September 2, 1986
BEACH, J.	September 2, 1986
KOZACK, B.	September 2, 1986
MARTYNUCK, S.	January 5, 1987
PIHLAJA, R.	January 5, 1987
PAGNUCCO, M.	March 9, 1987
GILLESPIE, C.	March 9, 1987
SMITH, S.	March 31, 1987
DIONISI, M.	March 31, 1987
LAJOIE, J.	August 10, 1987
St. JULES, J.	November 9, 1987
GRIGG, D.	March 21, 1988
CHEESEMAN, J.	February 27, 1989
MILLS, D.	May 8, 1989
BUMBACCO, G.	June 4, 1990
NIRO, A.	January 2, 1991

Name	Appointed to Dept.
QUESNELE, S.	May 27, 1991
MANCUSO, F.	May 27, 1991
COLE, S.	June 10, 1991
ZORZI, R.	May 4, 1992
MAKKONEN, P.	July 15, 1992
SHAUGHNESSY, F.	July 15, 1992
GARDINER, A.	January 4, 1993
GREVE, R.	January 4, 1993
DOUGLAS, J.	January 4, 1993
LAMORIE, S.	January 11, 1993
OLIVER, B.	January 11, 1993
BRECHIN, K.	January 11, 1993
OLIVERIO, M.	January 11, 1993
STITT, J.	March 29, 1993
McGRATH, M.	March 29, 1993
FRASER, D.	May 17, 1993
GOULD, J.	May 17, 1993
DUROCHER, M.	March 7, 1994
KENOPIC, M.	March 7, 1994

Sault Ste. Marie Fire Services

Personnel Listing

Name	Appointed to Dept.
BOUCHER, D.	March 7, 1994
CAMERON, K.	March 28, 1994
CELETTI, R.	March 28, 1994
PROVENZANO, C.	May 24, 1994
COUTU, D.	March 6, 1995
HACHEY, J.	March 6, 1995
BREAULT, C.	April 3, 1995
JOHNSON, P.	April 3, 1995
MacFARLANE, J.	May 21, 1996
JAREMKO, J.	July 8, 1996
HALLE, D.	August 6, 1996
ELGIE, G.	June 17, 1997
BISHOP, R.	April 14, 1998
CROZIER, D.	August 10, 1998
FOSTER, S.	May 10, 1999
SCORNAIENCHI, M.	May 10, 1999

Name	Appointed to Dept.
WEBB, J.	June 5, 2000
McLEAN, M.	June 19, 2000
MILOSEVICH, P.	February 26, 2001
HUCKSON, C.	October 1, 2001
McINTYRE, M.	April 22, 2002
MORGENSTERN, M.	May 6, 2002
STARES, D.	August 19, 2002
ANTONELLO, P.	January 6, 2003
MELCHIORRE, L.	April 19, 2004
RATHWELL, T.	May 9, 2005
O'NEILL, S.	May 24, 2005
SWINN, K.	July 11, 2005
McCARTY, A.	April 25, 2006
BELSITO, F.	June 26, 2006

Name	Appointed to Dept.
SPURWAY, K.	May 14, 2007
FEWCHUK, P	May 14, 2007
MAITLAND, T	September 24, 2007
WALLACE, B.	January 21, 2008
BUNTING, A.	April 21, 2008
TURPIN, B.	May 26, 2008
VAN HOEK, J.	September 8, 2009
FINN, C.	November 30, 2009
WILSON, T.	December 2, 2009
SHAUGHNESSY, R	June 28, 2010
KOCHANOWSKI, D.	October 11, 2011
CROZIER, M.	December 12, 2011
PATEMAN, G.	January 9, 2012
SCOTT, J.	March 5, 2012
BROCKELBANK, N.	October 9, 2012
HANES, N.	December 10, 2012

Sault Ste. Marie Fire Services

Personnel Listing - EMS

Name	Appointed to Dept.
SHANNON, T.	April 1, 2002
HENDRIE, P.	April 1, 2002
HILDERLEY, B.	April 1, 2002
CASOLA, M.	April 1, 2002
RUSHWORTH, R.	April 1, 2002
KING, J.	April 1, 2002
ORR, J.	April 1, 2002
MARTIN, B.	April 1, 2002
NEAL, S.	April 1, 2002
OLSEN, S.	April 1, 2002
KOIVISTO, E.	April 1, 2002
KOVACEVICH, S.	April 1, 2002
BENNETT, R.	April 1, 2002
RATHWELL, S.	April 29, 2002
MARSHALL, C.	April 29, 2002
MITCHELL, K.	June 17, 2002
CULINA, D.	Nov 23, 2003
BOWEN, J.	Aug 18, 2003
THORBURN, J	May 31, 2004

Name	Appointed to Dept.
HAINES, B.	July 25, 2005
THOMAS, J	Jan 31, 2006
ONOFRIO, T.	May 23, 2006
VAN HORNE, K.	June 20, 2007
RIBIC, K.	June 18, 2008
NORRIS, J.	July 3, 2008
CESKAUSKAS, J.	Dec 8, 2009
SADOWSKY, H.	Nov 30, 2009
ZANATTA, K.	Jan 5, 2010
HICKEY, M.	Feb 11, 2010
STRACHAN, J	March 16, 2011
SOLOMON, K.	March 16, 2011
CAPANCIONI, R.	March 16, 2011
CAIN, T.	June 22, 2011
DOYLE, C.	Jan 16, 2012

Part Time

Name	Appointed to Dept.
KIRKHAM, K.	April 1, 2002
SWEET, B	April 1, 2002
LANGEVIN, D.	June 16, 2003
CALLAHAN, J.	July 19, 2012
VALENTE, J.	Oct 22, 2012
WELMERS, E.	Nov 26, 2012
GUILIETTI, D.	Dec 18, 2012
NEUREUTHER, S.	Dec 18, 2012

Emergency Response Centres

1) <u>Station 1</u>
72 Tancred Street



2) <u>Station 2</u>
363 Second Line W.



3) <u>Station 3</u>
100 Bennett Blvd.



4) <u>Station 4</u>
65 Old Garden River Road



5) <u>EMS</u>
15 Shingwauk St.





Alarms Answered From Each Station

Dispatch and Response Report

Month 2012	# 1 Station	#2 Station	#3 Station	#4 Station
January	60	47	46	64
February	45	50	38	58
March	50	49	76	74
April	78	73	73	95
May	73	74	74	95
June	57	57	66	72
July	80	67	61	88
August	71	58	62	75
September	55	64	58	90
October	79	59	69	76
November	58	56	70	84
December	75	65	72	82
Total	**781**	**719**	**765**	**953**

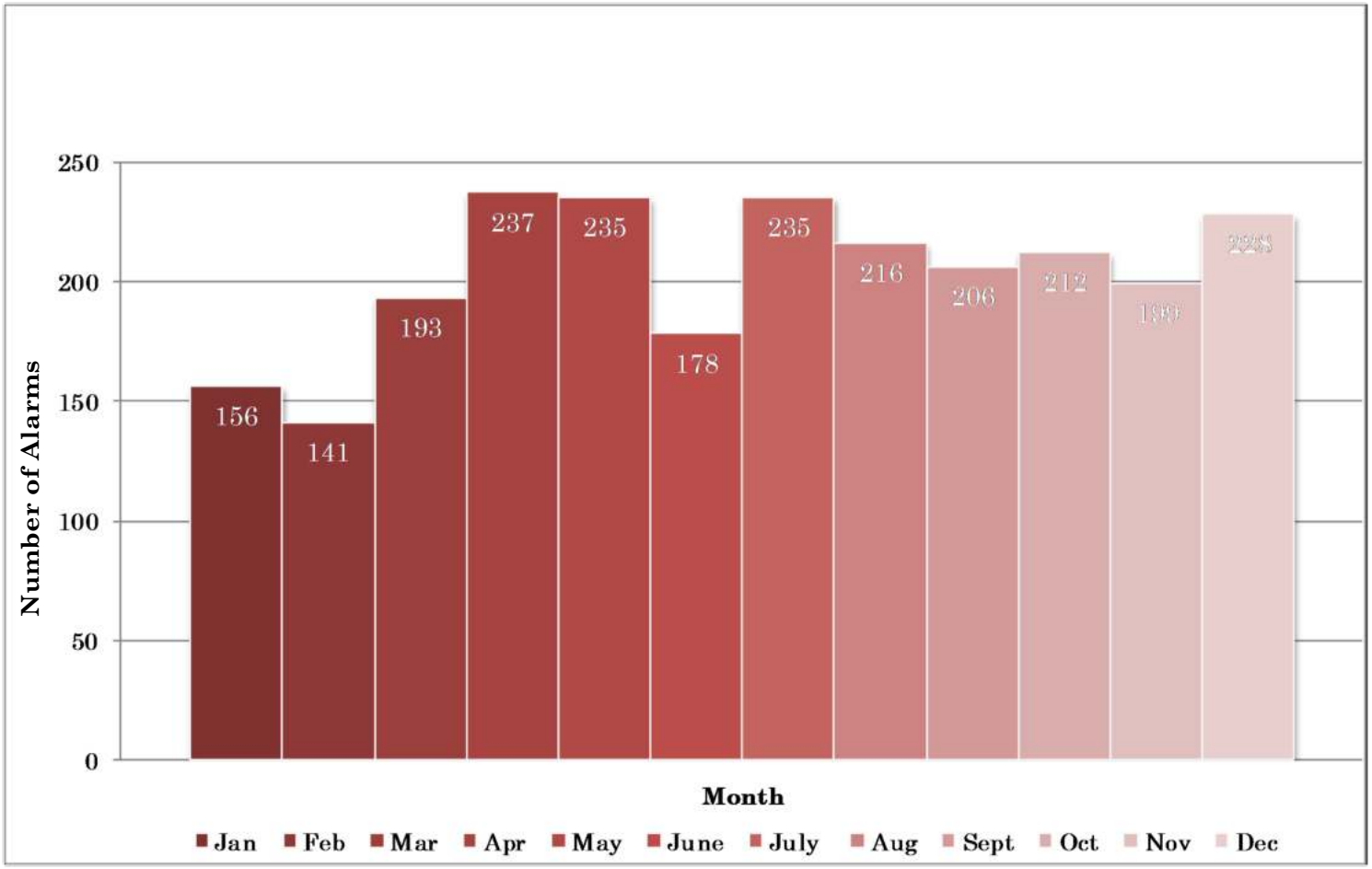
Out of City Alarms 2012

During the year, 43 alarms were answered to points outside the city:

- Rankin Reserve: 40
- Goulais River: 1
- Prince Township: 1
- Tarbutt & Tarbutt Additional: 1

Fire Suppression Alarms 2012

Number of Monthly Alarms



Total Alarms Answered: 2,436

Emergency Medical Services' Responses

Total Ambulance Responses

Month	Priority 1	Priority 2	Priority 3	Priority 4	Priority 8	Total
January	85	37	212	531	0	865
February	62	42	220	536	0	860
March	71	35	225	606	0	937
April	63	40	208	558	0	869
May	47	38	207	596	5	893
June	63	39	204	620	1	927
July	65	36	238	664	2	1,005
August	67	50	254	635	1	1,007
September	75	37	217	580	3	912
October	75	34	213	600	0	922
November	71	46	216	620	1	954
December	92	33	242	658	0	1,025
Total	**836**	**467**	**2,656**	**7,204**	**13**	**11,176**
Percentage	**8%**	**4%**	**24%**	**64%**	**N/A%**	**100%**

The statistics above represent a **4%** increase over the previous year's call volume and a **23% increase over 2009 numbers**. These increases continue to be consistent for all call types, no one type of call accounts for the increase. It is a simple fact there is a growing work load each year for the EMS Division

Priority 1 - Patient Transfer, deferrable call for up to 24 hours

Priority 2 - Scheduled patient transfer

Priority 3 - Prompt response, may be deferred for up to 10 minutes or in the event of a Priority 4 call

Priority 4 - Urgent, immediate response required; lights and siren used

Priority 8 - Stand by to possibly assist at Police or Fire scenes

NOTE: Priority of dispatch determined by Ambulance Communications Officer working for the Ministry of Health Dispatch Centre

Fire Records from 1986

Year	Alarms	Population	Estimated Fire Loss	Per Capita Loss
1986	996	81,718	1,913,788.00	23.42
1987	1,057	80,900	1,458,363.00	18.03
1988	1,282	80,900	1,107,874.00	13.69
1989	1,330	81,808	2,019,929.41	24.69
1990	1,326	81,808	2,363,082.00	28.89
1991	1,443	79,366	1,448,528.00	18.25
1992	1,328	81,476	1,139,551.00	13.99
1993	1,402	81,406	3,057,914.00	37.56
1994	1,611	81,476	2,444,813.00	30.01
1995	1,842	81,340	1,788,171.00	21.98
1996	1,584	80,054	2,702,175.00	33.75
1997	2,551	80,054	2,490,849.00	31.11
1998	2,867	80,054	5,621,434.00	70.22
1999	2,527	80,054	2,502,572.00	31.26
2000	2,076	80,054	1,990,912.00	24.87
2001	2,011	74,413	2,001,121.00	26.89
2002	1,934	73,467	2,308,777.00	31.43
2003	1,969	72,744	1,536,383.00	21.12
2004	2,007	72,744	2,321,910.00	31.92
2005	2,220	72,744	2,219,093.00	30.51
2006	2,260	75,000	2,178,053.00	29.01
2007	2,410	75,000	4,268,630.00	56.91
2008	2,386	75,000	2,326,150.00	31.01
2009	2,320	74,948	3,523,320.00	47.01
2010	2,386	74,948	2,787,875.00	37.20
2011	2,463	75,300	3,284,260.00	43.61
2012	2,436	75,683	2,964,130.00	39.16

2012 Estimated Loss:

Classification of Property

Type	Loss ($)
Dwellings	2,177,033
Apartment Buildings	627,200
Garage / Sheds	11,000
Vehicles (cars, trucks, …)	115,167
Educational	1,000
Care Facility / Hospital	2,240
Miscellaneous	30,490
Total	**2,964,130**

Major Fire Incidents in Sault Ste. Marie

Date		Incident	Fire Loss
1996	February 8	DWELLING - 891 Fourth Line East	205,000
	August 28	G.P. FLAKEBOARD - Base Line	350,000
	September 28	ACCENT COSTUME RENTALS - 365-367 Wellington Street West	280,000
1997	August 27	MERCAPTAIN SPILL - Natural Gas Distribution Plant - Base Line	
	September 30	NATURAL GAS MAIN BREAK - McNabb Street	
	November 8	G.P. FLAKEBOARD EXPLOSION - Base Line	1,225,000
	December 28	REPEAT RENTALS - Railroad Avenue	250,000
1998	May 8	APARTMENT BUILDING - 43 Lewis Road	112,000
	September 20	COMMERCIAL BUILDING - 687 Trunk Road	3,000,000
1999	January 5	DWELLING - Queen Street East	370,000
	November 17	CARMEN'S SMALL ENGINES - Carpin Beach Road	400,000
2000	August 16	DWELLING - Pim Street	350,000
2001	May 20	MULTI-UNIT DWELLING - Queen Street East	155,250
	October 3	TRAIN DERAILMENT - Bruce & Wellington East	
2002	February 10	LAFRENIERE TRUCKING - 309 Fifth Line	638,500
	August 1	SOO MILL - 296 North Street	510,000
	June 14	MULTI-UNIT DWELLING - 441 Queen Street East	303,500
2004	February 10	DWELLING - 1167 Second Line West2003	275,000
2005	June 22	DWELLING - 70 Spruce Street	190,000
	August 12	NATURAL GAS - Second Line & Farwell Terrace	

Date		Incident	Fire Loss
2005	September 15	CHIP GRINDER - Owned by Rainone Construction	200,000
2006	April 16	SEWER OUTFLOW PIPE - 2269 Queen Street East	200,000
	December 20	RESTAURANT - 21 Trunk Road	635,000
2007	April 8	ESSAR ALGOMA STEEL - 105 West Street	1,200,000
	June 4	ESSAR ALGOMA STEEL - 105 West Street	500,000
2008	January 11	DWELLING - 151 Country Club Place	250,000
	March 14	DWELLING - 349 Second Avenue	336,000
2009	January 24	DETACHED GARAGE - 1409 Base Line	335,000
	June 13	DWELLING - 453 Town Line Road	360,000
	July 17	DETACHED GARAGE - 4 Labelle Ave.	265,000
2010	April 27	MULTI- VEHICLES - 131 Yates Avenue	150,000
	September 26	APARTMENT, FLAT & BUSINESS - 324 Queen Street East	268,000
	December 31	MULTI-UNIT DWELLING - 230 St. Andrew's Terrace	400,000
2011	May 19	MULTI-UNIT DWELLING - 606 Wellington Street East	140,000
	July 18	MULTI-UNIT DWELLING - 120 Andrew Street	250,000
	August 30	COURT FACILITY - 426 Queen Street East	615,000
2012	February 11	DETACHED DWELLING - 55 Edison Avenue	250,000
	July 2	SHED, EXPLOSION - 568 Morrison Avenue	157,700
	September 23	DETACHED DWELLING - 92 Churchill Boulevard	366,333

2012 Sault Ste. Marie Fire Services Statistics

Number of Fires with Recorded Fire Loss

Month	Number
January	6
February	6
March	8
April	5
May	11
June	11
July	12
August	10
September	8
October	3
November	7
December	5
Total	**92**

This table represents fires responded to by fire services. This is a **decrease of 21 fires** with a recorded fire loss when compared with 2011 statistics.

Total Estimated Fire Loss in Sault Ste. Marie

Month	Building Loss ($)	Contents Loss ($)	Vehicle Loss ($)	Total Loss ($)
January	740	1,600	2,500	4,840
February	358,000	125,000	-	483,000
March	104,300	3,300	1,700	109,300
April	2,900	-	-	2,900
May	445,500	105,000	36,000	586,500
June	75,450	17,500	9,300	102,250
July	363,950	57,500	-	421,450
August	135,250	70,000	-	205,250
September	669,133	11,800	9,667	690,600
October	64,140	-	-	64,140
November	57,400	51,000	55,000	163,400
December	125,000	4,500	1,000	130,500
Total	**2,401,763**	**447,200**	**115,167**	**2,964,130**

2012 Sault Ste. Marie Fire Services Statistics

Estimated Value / Loss / Savings to Building and Contents

Month	Estimated Fire Loss ($)	Estimated Value ($)	Estimated Savings ($)
January	2,340	10,072,540	10,070,200
February	483,000	935,000	452,000
March	107,600	1,091,100	983,500
April	2,900	903,500	900,600
May	550,500	1,217,500	667,000
June	92,950	568,000	475,050
July	421,450	771,700	350,250
August	205,250	214,350	9,100
September	680,933	1,086,833	405,900
October	64,140	377,140	313,000
November	108,400	443,400	335,000
December	129,500	805,000	675,500
Totals	**2,848,963**	**18,486,063**	**15,637,100**

2012 Sault Ste. Marie Fire Services Statistics

Causes of Fire Services Responses

Cause	#	Cause	#
False Alarms - Faulty Alarm Systems	144	Motor Vehicles - Non-Emergency	27
False Alarms - Malicious	32	Incendiarism and Vandalism	24
False Alarms - Good Intent	87	Arson	11
False Alarms - Accidental	268	Hazardous Materials	0
Grass, Bush, Brush and Rubber Fires	258	Matches, Lighters and Candles	13
Chimneys	6	Cigarettes	8
Courtesy Calls (Assist Police, etc.)	131	Electrical	11
Gasoline, Oil (Spills; Leaks)	20	Water Pipe Bursts/Leaking	8
People Trapped (Elevators, Auto)	14	Natural Gas Leak	18
Motors (Overheated; Burnouts)	17	Propane Leak	0
Cooking Oils, Grease, Food on Stove	47	Carbon Monoxide	229
People Locked In/Out of Buildings/Apartments	22	Medical Calls	880
Combustibles	1	Water/Ice Rescue	6
Furnaces, Stoves	0	Rescues - Other	10
Fireplaces (Overheated; Defective)	5	Undetermined Calls	27
Hot Ashes	4	Miscellaneous	43
Motor Vehicles - Emergency	65		

Total Responses of All Types: 2,436



Sault Ste. Marie Fire Services

Fire Suppression Division

Fire Suppression Divisional Report



The Sault Ste Marie Fire Suppression Division is one of only 28 full time fire services in the province of Ontario. A total complement of 88 personnel within the Fire Suppression Division provides our community with fire protection services. Staffing levels vary from 17-22 personnel on duty per platoon, depending on holiday assignments and sick leave.

Through the years job functions of a career firefighter have evolved to include, response to fires, ice/water rescues, vehicle extrication, confined space rescues, trench rescues, hazardous materials incidents, water based small craft fires/rescues, airport emergencies and tiered medical responses.

Upon arrival at any given incident the primary response objectives of the fire service are preservation of:

- **Life safety,**
- **Fire/incident control and,**
- **Property/environmental conservation.**

These response objectives enable our Fire Suppression personnel to have clear and consistent direction during any emergency incident.

Fire Suppression Divisional Report

The Assistant Fire Chief – Suppression is responsible for the daily operations of the Fire Suppression Division. This includes but is not limited to:

- Attendance management
- Promoting health and wellness
- Managing and coordinating all training activities
- Creating, maintaining and applying department policies and procedures.
- Quality assurance of reports
- Health and Safety of Suppression Division
- CBRNE activities
- Liaison with other City departments and private industry.
- Resolving worker / employer discrepancies within the Collective Agreement

During 2012 Sault Ste. Marie Fire Services (SSMFS) retired four of our Fire Suppression personnel leaving our service with a void of over 126 years of experience.

The following personnel retired in 2012:

- **Captain Doug Wilton** retired February 29, 2012 – 32 years 10 months' service
- **Captain Ron Henderson** retired September 30, 2012 – 32 years' service
- **Captain Dave Peddle** retired November 30, 2012 – 29 years' service
- **Captain Dave Spring** retired December 31, 2012 – 32 years 8 months' service

SSMFS is grateful for the years of dedication and loyalty provided by these four employees and wishes they enjoy as many active years of retirement.

Fire Suppression Divisional Report

Four new recruits were hired to replace the retirees:

- **Graeme Pateman** hired January 9, 2012
- **Josh Scott** hired March 5, 2012
- **Neil Brockelbank** hired October 9, 2012
- **Nathan Hanes** December 10, 2012.



Four of our personnel were also promoted to the rank of Captain as a result of the four Captains' retirement:

- **James Beach** promoted March 9th 2012 - 25 years 6 months' of service
- **Brian Kozack** promoted October 3rd 2012 - 26 years 1 month of service
- **Stan Martynuck** promoted December 10th 2012 - 25 years 11 months' service
- **Richard Pihlaja** promoted January 3rd 2013 - 26 years' service

Going forward SSMFS has developed a succession plan to replace personnel who are eligible to retire over the next four to five years. This includes a recruitment drive held in the spring/summer of 2011. Over 220 potential recruits applied; during the weeks that followed an extensive hiring process condensed the number to a list of 22 recruits.

Fire Suppression Divisional Report

In December of 2012 SSMFS hired Nathan Hanes who was the first candidate chosen from the 2011 recruitment list. Hiring new recruits in the near future will likely deplete a good portion of the current list by the end of 2014 thus creating a need for another recruitment drive possibly by the spring of 2015.

SSMFS has a promotional exam process in place for suppression personnel. The process is delivered, monitored and evaluated by our Platoon Chiefs through the office of the Assistant Fire Chief-Suppression. In 2012 a total of ten personnel participated in the class promotional process. All personnel participating in the process were successful and as a result were promoted to their respective job class.

Fire Suppression crews also continued with their involvement in Fire Prevention initiatives, conducting regularly scheduled visits to various residential establishments in our community. In 2012 our Fire Suppression personnel continued with the 'Home Fire Safety Awareness' program. The program ran from May to September. Fire Suppression personnel provided the public with various hand outs and general knowledge applicable to Home Fire Safety Awareness. In addition suppression staff also continued to assist the Fire Prevention Division with other Public Education Programs.

The Fire Suppression Division will continue to stay focused on providing residents of our community with an effective and essential emergency service by maintaining and enhancing the programs currently in place.

Fire Suppression Divisional Report

Training / Activities

Fire Suppression crews continually maintain their competencies, under the direction of the Assistant Fire Chief – Suppression. The program development, management and documentation of all training related activities are monitored through the office of the Assistant Fire Chief-Suppression.

Once the yearly training schedule is developed by the Assistant Fire Chief - Suppression, Platoon Chiefs, Officers and Acting Officers are responsible to deliver the subject matter and attain the objectives set out for the year. A wide range of firefighter competencies are reviewed as outlined by the yearly training schedule. In addition to regularly scheduled training, Platoon Chiefs are required to document their personnel's training hours, identify specific training needs for their respective platoons and ensure that these additional training objectives are achieved.

A total of 26,199 training hours were recorded in 2012 for our Fire Suppression staff. This marks an overall increase of 772 hours over 2011 for a 3% increase in annual training hours. The total training hours statistic reflects an annual average of 297 training hours per individual focusing on several firefighter competencies.



Fire Suppression Divisional Report

SSMFS continues to deliver specialized training to suppression personnel. The following specialized training is provided:

- Ice/Water Rescue Program
- Firefighter Survival
- Confined Space
- Hazardous Materials –CBRNE response
- Vehicle Extrication
- Airport Response



During the winter of 2012 suppression personnel reviewed the theory components and performed practical ice water rescue techniques. Our four ice water rescue technicians provided the training.

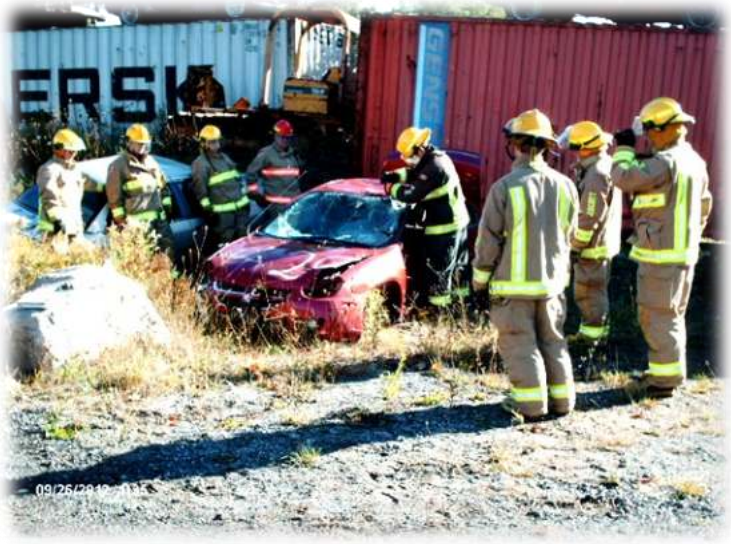
Going forward in 2013 SSMFS will acquire a qualified agent to certify eight new suppression personnel to the Ice Water Rescue Technician Level. This will assure that SSMFS will have plenty of associate instructors in place to provide the necessary annual training

Fire Suppression Divisional Report

Since 2008, Firefighter Survival and Rescue program has been delivered annually to our Fire Suppression personnel. In October of 2008, four members of our Fire Suppression Division were assessed and became certified as Associate Firefighter Self Survival Instructors through the Ontario Fire College.

The course is vital to all fire suppression personnel throughout the province of Ontario making it one of the most highly sought after and significant training programs in the fire service. SSMFS created a training facility at our Regional Emergency Services Center (RESC) which allows suppression personnel to exercise all the highly technical evolutions incorporated within the program. All our Fire Suppression personnel are required to complete the program annually. The program continued to evolve in 2012 enabling personnel to hone and maintain their firefighting survival skills.





Fire Suppression Divisional Report

September 2010 saw four of our personnel become certified Confined Space Rescue Technicians. Personnel were certified through the Provincial Services Health and Safety Commission (PSHSC). The course took place at ESSAR Steel and ran for five days. Personnel who successfully completed the course and became certified Confined Space Technicians are:

- **Damon Ferris**
- **Mike Simon**
- **Jeff Lajoie**
- **George Bumbacco**

These four technicians have developed a confined space training program which will be delivered to suppression personnel annually during the spring/summer.

An ongoing core training program is delivered to our personnel through the Ontario Firefighter Curriculum. The curriculum was developed by the Office of the Fire Marshal to train firefighters to a provincial standard, and become certified as career firefighters by the International Fire Service Accreditation Congress (IFSAC) and the National Board on Fire Services Professional Qualifications (ProBoard). In 2010 the OFM (Ontario Fire Marshal) began revising the firefighter recertification process. All of our Fire Suppression personnel are either currently IFSAC and Pro-Board certified or are working towards achieving their certification.

Throughout the year Fire Suppression crews continued training and improving our response capabilities related to aircraft incidents at the local airport. During the 2012 calendar year all four platoons participated in live simulated training exercises at the municipal airport in conjunction with SSM Airport staff. SSMFS expects to have all our suppression personnel qualified to respond to incidents at the municipal airport. All of our training exercises at the Municipal Airport are done under the supervision of the SSM Airport Authority.

Fire Suppression Divisional Report



A valuable and often used resource for the Suppression division is our inventory of pre- fire plans that are invaluable at fire scenes. These pre-fire plans are updated on an annual basis by Fire Suppression personnel to ensure the information contained on the documents is current. During 2012 over 180 of our pre-fire plans were updated. This information is recorded in our data base on our CriSys computer system which is located in our communication room at the main fire station. Once a 911 call is received and an address is entered, any preplan information on that address will be accessed by our communication dispatcher and relayed to the incident commander on scene. In addition a number of new pre-fire plans were developed for recently built structures in our community. This proves to be a valuable practice for our fire service as firefighters gain valuable knowledge in building construction, its contents and occupancy.

Once again our Officers and Acting Officers are to be commended for the commitment and effort put forth collectively in training our Fire Suppression staff. I look forward to the challenges that lie ahead in sustaining our proficiencies in the fire suppression performance. With the support of our fire suppression personnel, we will continue to attain the goals and objectives established by Sault Ste. Marie Fire Services.

Fire Suppression Divisional Report

Highlights of Training Activities for 2012

January - March

- The Technician Level Ice/Water Rescue Program was delivered by the department's associate instructors, over 95% of our fire suppression personnel were trained to the ice water rescue technician level.
- Suppression personnel used St. Mary's River waterfront to develop shore base rescue techniques and to sharpen their water based rescue proficiencies.
- SSMF continues to send personnel to the Ontario Fire College (OFC) Company Officer program. On occasion company officer courses taken by our personnel are also available at remote learning sites within the Sault Ste. Marie area. The courses are necessary to achieve a Company Officer Level 2 diploma. SSMFS goal is to have all of our acting captains complete the CO level 2 program before they become a full time officer.
- SSMFS managed to re-certify all suppression personnel with CPR and Automated External Defibrillator (AED) training. St. John's Ambulance program was used to obtain the CPR/AED certificates.
- 2012 saw SSMFS continue to build on their Health and Wellness program using guest speakers to inform suppression personnel on subjects of their expertise. One of those speakers was Vincent Casey of ESSAR Steel; Vincent is the Rehabilitation Coordinator for ESSAR. Vincent provided suppression personnel with valuable information on mental health and codependency topics.

Fire Suppression Divisional Report

April - June

- SSMFS suppression personnel attended an Emergency Responder training seminar on Transportation of Dangerous Goods. The presentation was sponsored and offered by the Railway Association of Canada. Attendees were given a theory segment followed by a practical training scenario.
- Acting Platoon Chief Damon Ferris attended a Partners CBRNE exercise in Gravenhurst, Ontario. CBRNE teams collaborated during the week long exercise to determine HAZMAT capabilities of the group and to learn new methods. The week concluded with a training scenario where Level 2 and Level 3 teams worked in unison to resolve a HAZMAT situation.





Fire Suppression Divisional Report

July - September

- ESSAR Steel Security invited SSMFS to participate in tours of their various mills especially areas that could potentially require a response from SSMFS. The tours were a valuable preplanning asset for suppression staff assisting staff by recognizing hazards, locating water sources and identifying traffic routes.
- Sault Ste. Marie Airport Response procedures are exercised annually to ensure that skills needed to respond to an airport situation are rehearsed and coordinated between suppression personnel and airport staff. Communication between the control tower and ground response is critical in order to minimize collateral damage an aircraft disaster may cause. 2012 was a significant year for the Sault Ste. Marie Airport Authority as they surpassed the 180,000 passenger threshold in September. This could mean that the Airport Authority may have to staff a full time fire service significantly altering SSMFS response obligations.
- In the summer months platoons completed Hi-Rise training. Scenarios for platoons were created to simulate actual calls to high rise buildings. Aerial operations were tested for their effectiveness in rescuing patrons and in deploying suppression personnel on to high rise rooftops and balconies. Pumper operations were also reviewed and conducted so personnel remain current. Skills for pump operators such as relay and aerial pumping evolutions were set up and practiced.
- In August SSMFS management and association members formed the initial Wellness Committee. The objective of this committee is to identify stresses and to improve the quality of the workplace. The committee was also asked to identify subjects of special interest and to possibly bring in guest speakers to address the concerns.

Fire Suppression Divisional Report



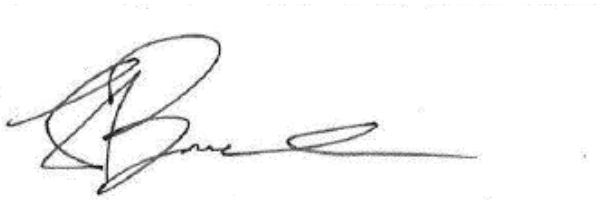
October - December

- Captains Damon Ferris and Jim Beach attended the Ontario Fire College (OFC) to become qualified at the Hazardous Materials Technician Level. The week long course educated both individuals in a variety of hazardous material evolutions including air monitoring, litmus testing, and personnel protection equipment.
- Self-Survival Rescue evolutions for all personnel were reviewed and practiced at the Regional Emergency Service Center (RESC). Personnel are required annually to hone their self-survival skills and to be able to free themselves from entanglement situations which may occur on the fire ground.
- Confined Space associate instructors conduct drills for personnel to ensure that procedures are followed should the need arise for a deployment to a confined space rescue or recovery.
- Janie Bringleson of the Canadian Diabetes Association provided an educational seminar on diabetes. Personnel learned how diabetes affects the human body, diabetes prevention and who to contact for assistance to help control diabetes.

Fire Suppression Divisional Report

In summary, Sault Ste. Marie Fire Services continues to provide a high quality of fire protection and specialized rescue services to the citizens of Sault Ste. Marie. Our service model is delivered efficiently optimizing staffing levels and adjusting to the challenges of running an emergency service. Going forward we will continue to be a progressive, well trained essential, emergency service for the City of Sault Ste. Marie.

Respectfully submitted,



Frank Brescacin
Assistant Fire Chief Suppression Division

Fire Suppression Divisional Report











Ontario Fire College

The Ontario Fire College is located in Gravenhurst, Ontario. It was established in 1949 as a training unit within the Office of the Fire Marshal and was the first residential fire college established in Canada. The Province of Ontario, through the Ministry of the Community Safety and Correctional Services, established the Ontario Fire College to provide education and training for members of fire services in the Province.

In 2010, the Ontario Fire College revamped the Company Officer Program. Level 1 and Level 2 certificate programs are delivered off-campus through associate instructors. Upon successful completion of the diploma level courses student-learners are awarded an OFC Company Officer Diploma.

Ontario Fire College

The Company Officer Program Courses

Level 1

- Legislation/ Standards/ Program Orientation
- Pre-Incident Planning
- Intro to Essentials of Incident Management

Level 2

- Incident Management Theory & Size Up
- Advanced IMS Theory
- Incident Management Practice
- Specialized Rescue and Response
- Fire Scene Assessment

Diploma Level

- Leadership & Communication Theory
- Practical Communications & Supervision
- Prevention & Inspections
- Principles of Adult Learning
- Application of Adult Education Principles
- Training Administration & Program Planning
- Career Development
- Public Education
- Applied Administration/ Supervision & Equipment Maintenance
- Comprehensive Review & Exam

The Fire Prevention Officer Program Courses

- Legislation/ Standards/ Program Orientation
- Leadership & Communication Module
- Introductory Fire Prevention Module
- Fire Safety Plan Evaluation
- Advanced Fire Prevention Module
- Adult and Public Education Module
- Fire Scene Assessment
- Comprehensive Review & Exam

Ontario Fire College

Level 2 Certificate

Stan Martynuck	CO 50102	April 23 - 27, 2012
	CO 50345	June 18 - 22, 2012
	CO 506	October 22 - 25, 2012
Rick Pihlaja	CO 50102	April 23 - 27, 2012
	CO 50345	June 18 - 22, 2012
	CO 506	October 22 - 25, 2012

Fire Prevention Officer Diploma Program Courses

Carlo Provenzano	FPO 504	July 9 - 13, 2012

Fire Safety Inspection and Enforcement Seminar

Paul Milosevich	Seminar	October 1, 2012
Dan Fraser	Seminar	October 1, 2012
Rocco Celetti	Seminar	October 1, 2012
Carlo Provenzano	Seminar	October 1, 2012
Paul Antonello	Seminar	October 1, 2012

Specialized Ontario Fire College Courses

Hazardous Materials - Tech Levels

Damon Ferris	H/M Tech	Oct. 29 - Nov 2, 2012
Jim Beach	H/M Tech	Oct. 29 - Nov 2, 2012

CBRNE Excercise

Damon Ferris	CBRNE Excerise	May 28 - June 1, 2012

Professional Development Seminars and Specialized Courses

Jim St. Jules	CriSys User Group	April 17 - 19, 2012
Dan Crozier	Mechanical Officers' Seminar	April 20 - May 2, 2012
Dan Crozier	AutoAide Diagnostic Testing	May 17 & October 11, 2012
Bill Wallace	AutoAide Diagnostic Testing	May 17 & October 11, 2012
Bill Wallace	Spartan Chassis Training	May 17 & October 11, 2012

Provincial Medal

The Government of Ontario enacted a regulation under the Provisions of Section 26 (1) of the Fire Marshal's Act, effective April, 1971, to award a medal to members of Municipal Fire Departments in Ontario who had completed thirty (30) or more years of service in recognition of their long and devoted service to the citizens of their communities.

Effective January 1, 1985, the Regulation under the Fire Marshal's Act respecting the Long Service Medal changed the years of service from 30 years to 25 years. Any person after serving a total of 25 years or more is eligible upon application to the Fire Marshal, to receive "The Fire Services Long Service Medal."

Investitures are held at the Ontario Fire College each year or at various locations throughout the Province and recipients of the award receive their medal at an investiture if they so desire, otherwise, the award is mailed to the member at their home.

25 Year Service Medal

Name	Position	Years	Name	Position	Years
BARRETT, T.	Captain	27	KOZACK, B.	Captain	26
BEACH, J.	Captain	26	LAJOIE, J.	Firefighter	25
BRESCACIN, F.	Asst Fire Chief	29	MARTYNUCK, S.	Captain	25
CAMPBELL, B.	Captain	26	PAGNUCCO, M.	Firefighter	25
CARMICHAEL, T.	Firefighter	25	PIHLAJA, R.	Firefighter	25
DIONISI, M.	Firefighter	25	ROBERTSON, D.	Captain	27
DUBOIS, T.	Captain	29	ST. JULES, J.	Asst Fire Chief	25
FERRIS, D.	Captain	29	SCHILDROTH, T.	Captain	26
GILLESPIE, C.	Firefighter	25	SIMON, M.	Firefighter	25
GREGORINI, T.	Firefighter	29	SMITH, S.	Firefighter	25
HEWITT, R.	Captain	29			

30 Year Service Bar

Name	Position	Years
BAILEY, D.	Captain	33
COULTER, G.	Platoon Chief	30
LASH, B.	Platoon Chief	34
LANG, D.	Platoon Chief	31
McDERMID, W.	Captain	32
MAY, J.	Platoon Chief	30
PINNELL, M.	Captain	31
PROVENZANO, M.	Fire Chief	30
RICHARDS, R.	Captain	34
SWIFT, B.	Captain	30

Federal Medal

In mid-1985, the Government of Canada accepted the proposal for the creation of a service medal for all full-time and volunteer members of the numerous components of Canada's Fire Service. Regulations paralleling those of other Exemplary Service Medals were drafted and a proposed design for the medal submitted to representatives of the Fire Service. Once approved, the regulations and design were forwarded to the Sovereign with Cabinet's recommendations. Her Majesty The Queen signed Letters Patent creating the Fire Services Exemplary Service Medal on August 29, 1985.

The design of the Medal incorporates crossed axes, a hydrant, and a stylized Maltese Cross, an internationally recognized symbol of the fire prevention community. Both are superimposed on a maple leaf, the standard background symbol of Canadian honours. The red of the ribbon represents fire; the gold, common to all Exemplary Service Medals, represents the quality of service honoured.

20 Year Service Exemplary

BARRETT, T.	GILLESPIE, C.	PAGNUCCO, M.
BEACH, J.	GREGORINI, T.	PIHLAJA, R.
BRESCACIN, F.	GRIGG, D.	QUESNELE, S.
BUMBACCO, G.	HEWITT, R.	ROBERSTON, D.
CAMPBELL, B.	KOZACK, B.	ST. JULES, J.
CHEESEMAN, J.	LAJOIE, J.	SCHILDROTH, T.
CARMICHAEL, T.	MAKKONEN, P	SHAUGHNESSY, F.
COLE, S.	MANCUSO, F.	SIMON, M.
DIONISI, M.	MARTYNUCK, S.	SMITH, S.
DUBOIS, T.	NIRO, T.	ZORZI, R.
FERRIS, D.		

30 Year First Bar

BAILEY, David
COULTER, Glen
LANG, David
LASH, Bruce
MAY, Joe
McDERMID, Wayne
PINNELL, Mirton
PROVENZANO, Marcel
RICHARDS, Randy
SWIFT, Brent





Sault Ste. Marie Fire Services

Emergency Medical Services

EMS Divisional Report



The Emergency Medical Services Division looks back on the year 2012 as the year of change. Although some constants remain, the steady increase in call volume, the daily task of meeting the medical needs of the citizens of Sault Ste. Marie and surrounding communities and the interaction with our many allied agencies so much more has changed.

One of the changes we made was to adjust the shift start times to separate them and target our peak hours of demand. In the past all crews changed within a half hour window early in the morning and evening. In 2012 we adjusted the four day crews and three night crews to spread their start and end times over a two hour period starting at 6 o'clock AM and PM. As with many jobs paramedics cannot stop working in the middle of a response so the staggered times created two efficiencies; first, staff were more often able to go home after their 12 hour shift, not caught in the middle of a response at shift's end. Secondly, the other half of the efficiency was an approximately $10,000 dollars saved in shift extension cost that were avoided.

EMS Divisional Report

Another of the large changes we saw in the past year was an improvement in a long standing issue of off load delays. This term is well known throughout the province in all larger communities; it is the time paramedics spend continuing care of their patients inside the hospital while waiting for hospital staff to accept the patient and be responsible for continued care. Through a co-operative effort with Sault Area Hospital the issue, although far from gone has been reduced by as much as 50%. At the end of 2011 paramedics were spending almost 200 hours per month in the hospital unavailable to provide service to the community. This has been reduced to less than 100 hours per month. This resulted in less time spent standing by in hospital along with a savings of wages previously spent adding paramedics to ensure adequate paramedics were available. Many people believe if they are transported by ambulance they will receive preferential treatment on arrival at the hospital but this is not the case. The hospital staff will assess the patient's needs and based on available resources of room and staff will either send the patient to the waiting room or leave them in the paramedic's care until they are able to accept the patient.

With a larger focus always being placed on worker safety and reduction of injury potential and in the spirit of teamwork, EMS and Fire Suppression divisions have supplied each working Fire crew with a large capacity patient stair chair. Stair chairs are used to extricate patients from tight quarters and where stairways are encountered. Ambulances carry a basic chair that will handle a patient that two people can safely move, for larger patients or difficult moves Fire Suppression crews can back up paramedics by bringing the large capacity chair and extra manpower for a safe move. Fire suppression crews also respond to scenes where the potential for cardiac arrest exists as they carry AEDs (automatic external defibrillators) and oxygen kits on the fire trucks and can initiate patient care.

EMS Divisional Report

As part of the efforts to deliver consistent cost effective service the fleet replacement schedule was followed and an aging and inefficient ambulance was replaced with a new unit. With each passing year ambulances provide a better designed workplace for both the paramedics and patients with safety and comfort built in. The service only buys ambulances certified to carry two stretchers which is important when covering the vast region for which we are responsible.

Major Call Types	# of Patients Treated
Short of Breath	665
Cardiac problems	626
MVC (Motor Vehicle Accident)	329
Stroke TIA	174
Cardiac Arrests	135
Baby Deliveries	3

Age of Patients (Years)	# of Patients Treated
0 to 10	173
11 to 20	789
21 to 40	1,237
41 to 60	2,491
61 to 80	3,436
81 to 100	2,699
100 +	17

EMS Divisional Report

A number of staff changes were made in 2012 and we welcomed several new paramedics to our ranks. Most notable of these changes came about due to the retirement of David Stotesbury, the end of a career spanning 43 years as a paramedic serving the Sault Ste. Marie area for the majority of those years. New paramedics are hired from our recruitment reserve list and start as part time gaining knowledge and learning everyday that a paramedic's world is ever evolving and unpredictable. All paramedics share the driving and patient care duties with their partner, alternating the roles as they work together as a team. In 2012 the provincial guidelines for use of our more advanced medical directives underwent major changes in how paramedics can use the medications and skills to treat a wide variety of medical conditions. Changes like these are achieved through classroom, on-line and day to day self-directed training. As always the oversight of the North Eastern Ontario Paramedic Care Program ensures consistent delivery of these advanced directives.



EMS Divisional Report

Paramedics are busy people most visible when driving around town or out on the area highways, often using emergency lights and siren to alert drivers to yield right of way for them to provide the prompt care as required. They are always on the lookout for the driver who does not respond with the proper "pull to the curb and stop" reaction that clears a safe path for all emergency vehicles. Furthermore, several of the paramedics have volunteered to promote themselves and the services they provide by participating in many community events such as the Kids Festival each June, the Rotary Santa Claus and Goulais Days parades and to support the local Soup Kitchen by organizing a one day drive that was very successful bringing in approximately 1,700 pounds of food and a cash donation. In addition to the volunteer hours paramedics took part in there was some additional work available above and beyond the regular deployment. On a cost recovery basis we supported three separate movie production films in 2012 providing paramedic services for incidents during stunt shoots or other potentially risky scenes. All of the Soo Greyhound games also require a paramedic crew on standby as part of the OHL rules. These are scheduled seperately and have no impact on regularly staffed ambulance operations.

With call volume ever increasing throughout the area we cover as far north as Montreal River and to Laird Township in the east, the number of rural and remote calls also climbs. We respond to many of these areas knowing the community volunteer fire departments are able to provide initial emergency medical response until the paramedics arrive and then assist with ongoing care as needed. To better support these partners providing life saving patient care in 2012 we arranged on-going medical training. This is organized in modules and scheduled for easy attendance to maintain the volunteers' skills. In the past, an intense four day course was followed years later with another concentrated course. This new format with our training partners will ensure quality patient care and self confidence in our volunteer colleagues.

EMS Divisional Report

This past year also saw the first established new Response Time Performance Plan submissions to the Director of the Ministry of Health Long Term Care Emergency Health Care (MOH-LTC). All ambulance services in the province are now responsible for establishing, projecting and reporting on their response times for all emergency ambulance responses. The table submitted is a projection of performance expectations for the next calendar year. The MOH-LTC has established a time goal for cardiac arrests of six minutes for any defibrillator to arrive at the patient and for the most severe patients, a paramedic to arrive in eight minutes. Each service sets a percentage they expect to meet these goals and establishes goals for less severe patients as well. Patient severity is scored on a nationally used scale from one to five known as Canadian Trauma Acuity Scale (CTAS), one being highest and five the least urgent. Using past data and projecting call volumes and resources the EMS division prepared and submitted the table below.

Submitted October 2012: The projected 2013 Response Time Performance Plan

Type of Call	Response Time Target	Proposed Target %
Sudden Cardiac Arrest (SCA)	Six (6) minutes or less; Defibrillator response	40
CTAS Level 1- resuscitation or life threatening	Eight (8) minutes or less; Paramedic response	50
CTAS Level 2 - emergent	Ten (10) minutes or less; Paramedic response	75
CTAS Level 3 – urgent	Fifteen (15) minutes or less; Paramedic response	75
CTAS Level 4 – less urgent	Thirty (30) minutes or less: Paramedic response	75
CTAS Level 5 – non urgent	Sixty (60) minutes or less: Paramedic response	85

EMS Divisional Report

The evaluation of our performance as compared to our goals is to be submitted by March 1st of the following year (2014). The plan can be altered at any time by re-submission but for this first year we will be evaluating and planning through the year but expect our submitted goals to stand.



EMS Divisional Report

So what did we do on the over eleven thousand (11,176) emergency medical responses (calls) in 2012? As noted in the first section of this report the priority and general volume can be seen but the lists below break out what we hope are some interesting statistics.

Total calls for 2012: 11,176	
Average per Day	30.6
Dispatched "lights and siren" to scene	7,204
Transported to hospital "lights and siren"	1,417

Fleet statistics 2012	
Kilometers traveled	215,342
Average Kilometers per day	590

Results of calls	
Patients delivered to Sault Area Hospital	8,272
Patients who refused transport	1,129
Patient transfers to or from the airport	871
Calls to the Sault North area	227
No patient found at scene	263
Person left in police custody	69



Robert Rushworth
Manger - EMS Division



Sault Ste. Marie Fire Services

Fire Prevention & Public Education

Fire Prevention & Public Ed. Divisional Report



In 2012 the Fire Prevention Division continued to ensure compliance with clause 2.(1)(a) of the *Fire Protection and Prevention Act, 1997.* These legislated requirements are performed by the Fire Prevention Division Officers, during routine duties.

In 2012, The Prevention Division once again exceeded the minimum Provincial criteria, as set out by the legislation. The Prevention Division remains proactive in new and innovative education campaigns, directly addressing problematic areas revealed in the Simplified Risk Assessment.

Along with education opportunities, the Division remains diligent in routinely inspecting all building stock within the city, ensuring owners are compliant with the Ontario Fire Code. Year after year the Simplified Risk Assessment indicates Class C – Residential occupancies require the most attention. The importance of working smoke alarms in this area cannot be understated. Through various programs, mainly Fire Services annual smoke alarm program, we have increased the number of code compliant homes, concerning working smoke alarms. Once again, compliance above the 90th percentile was achieved.

Fire Prevention & Public Ed. Divisional Report

Public Education Programs

In 2012 the Prevention Division continued to provide public education using various programs. The Seniors Home inspection, group tours held at the main fire hall and burn permit application have all proven to be a good venue for engaging the public to discuss fire safety. As in the past, the division provided numerous lectures to various groups throughout the community.

Continuing to take advantage of the air waves by partnering with the Community Emergency Management Coordinator provided Fire Services additional resources that addressed similar concerns in both areas. In 2012, the Prevention Division continued to provide educational messages in news print, pamphlets and our dynamic message sign board.







School Programs

Fire Services recognizes our most effective public education initiative is the annual elementary school program. Educating children from JK through to Grade 4 allows the Prevention Division to teach young impressionable children the basics of remaining safe from fire. Over the past several years we have also taken the opportunity to make contact with the Grade 8 class and discuss their role as young adults in fire safety.

In 2012, the Fire Prevention Division presented the "Tools Not Toys" program to our local kindergarten through Grade 3 elementary school children. The objective of the program is to help children recognize household items that are not safe to play with or use. Place cards displaying safe and unsafe household items are used during the lecture. Children are asked to distinguish between the items and separate them into their respective grouping. Matches and lighters, irons, stoves, space heaters are a few of the items that are reviewed. Each child is challenged to discuss these items with their family and to identify which are safe or not. A recurring theme in all our school programs is ensuring homes have working smoke alarms. We challenge the students to test their smoke alarm with their family when they go home. The Prevention Division is confident that a large percentage of these students did indeed test their alarms with their family.

Fire Prevention & Public Ed. Divisional Report



Along with the primary grades Fire Services takes the opportunity to educate Grade 8 classes through a program entitled “Tapp-C”. (The Arson Prevention Program for Children) Targeting this age group with information is our last formal opportunity to educate prior to secondary school. The program is presented in a very factual and adult manner.

The theme of the lecture is that Fire Services does not take “fire play” lightly. Fire Services discusses potential consequences, both personally and legally for acts such as lighting dumpsters, aerosol containers and various other dangerous fire related acts. We ensure the students understand that playing with fire is not “cool,” and has serious ramifications.

Over many years these types of program have begun to create a fire safe generation. Continuing these programs well into the future will surely decrease fire related injuries, fatalities and property loss, in our community.

Over the months of January to May the Prevention Division managed to educate over 3,000 students.

Fire Prevention & Public Ed. Divisional Report

Inspections

The Fire Prevention Division is mandated under the Fire Protection and Prevention Act to provide inspection services for any request and/or complaint. To remain proactive, the Prevention Division routinely performs general inspections in industrial, institutional, care and detention, assembly, mercantile, business and personal service occupancies to ensure these buildings are compliant with the Ontario Fire Code so they remain safe to inhabit. Adopting the "zero" tolerance approach has proven to be a monumental task with more routine inspections proceeding to Provincial Offences Court.

Type	Amount
Building Inspection	563
Retrofit Inspections	41
Residential Smoke Alarm Insp.	741
Complaints	225
General Information	259
Miscellaneous	54
Flow Tests	1
Fire Alarm Tests	8
Building Re-Check Inspections	468
Retrofit Re-Check Inspections	73
Fire & Explosion Investigations	88
Vandalism & Arson Invest.	5
Burning Permit Re-Inspection	2,644
Burning Permit Inspections	707
Total	**5,877**

The Prevention Division follows the recommended Ontario Fire Marshal guideline 'OFM-TG-01-2012' for fire safety enforcement. The guideline employs a '3 strike' rule which is the accepted standard in the Province. An initial inspection is performed and a detailed inspection report provided to the owner with a date for compliance. Generally, if violations are not corrected, the owner is allotted a reasonable extension and must commit to us a 'letter of intent' with a compliance date. If the work is still not complete, the matter proceeds to the Legal Department for prosecution.

Fire Prevention & Public Ed. Divisional Report

Type	Amount
Property File Search	$62.00 + HST
Property Re-Sale Inspection	$108.00 + HST
Day Care Licensing	$108.00 + HST
Fire Extinguisher Training	$108.00 + HST
New (First) Burning Permits	$25.00
Burning Permit Renewal (Annual)	$15.00
Burning Permit (Weekly Fee)	$10.00

CORPORATION OF THE

CITY OF S.S.MARIE

User Fee & Service Charges

By-Law 2012 - 11 — Schedule "E"

Effective February 1, 2012

In-Service Fire Safety Awareness Campaign

Similar to previous campaigns, the 2012 In-Service campaign involved Suppression crews visiting homeowners door to door. The program is performed throughout the spring and summer months in the evenings, three days a week. Fire Suppression crews engage homeowners in discussions regarding home fire safety. Testing and maintaining smoke alarms, fire escape plans and the C.O. By-law were a few of the items discussed. Pamphlet information was provided to the homeowner with a "Self Checklist" designed to assist the owner in recognizing and mitigating common household fire hazards. The pamphlet also contained information regarding Fire Services zero tolerance policy on Smoke Alarms.

Fire Prevention & Public Ed. Divisional Report

Other Services

In addition to inspections, public education and fire investigations to determine origin and cause, the Fire Prevention Division provides other valuable services. Services ranging from the review of Committee of Adjustment letters, Special Occasion Permit reviews, plus Barrister file searches to Street and Lane Closures must also be approved by this division. The following table indicates the break down for 2012.

Type	Amount
Station Tours	47
Buildings / Site Plans Reviewed	2
Planning Department Reviewed	28
Committee of Adjustment Reviewed	75
Special Occasion Reviewed	15
Barrister File Searches	24
Lane / Street Closure Reviewed	15
Notice of Violation / Legal	20
Provincial Offenses	30
Smoke Alarm Tickets	7
Fire Safety Plans	79
Fire Safety Plans Reviewed	96
Fire Site Pre-Plans	169
Public Relations	111

Fire Prevention & Public Ed. Divisional Report

Fire Prevention Week

"Have Two Ways Out" was the theme for the 2012 Fire Prevention Week. Over the week of Oct 9th through to the 15th, Fire Services set up a manned display in the entrance of "Walmart." The display consisted of various prevention messages such as , knowing two ways out of all buildings, having working smoke alarms, recognizing household hazard related to fire, etc. As patrons entered the store they were engaged by a Fire Prevention Officer to discuss fire related issues. Public education in this regard is a very good reminder to test and/or replace batteries in smoke alarms. A display of smoke alarms, batteries, carbon monoxide alarms was conveniently placed beside the display. By week's end, a large percentage of the product was purchased.

The Arson Prevention Program for Children

The TAPP-C program is a cooperative effort between the Canadian Association of Mental Health, Algoma Family Services and Fire Services. The intent of the program is to ensure young fire setters between the ages of 2-17 receive education pertaining to the dangers of fire play and setting of fires. Participants in the program are also assessed by mental health professionals. The 2012 TAPP-C program realized continued increases in referrals specifically concerning the fire safety component. Criminal court offices and the Parole Board of Ontario, utilizing the program as a rehabilitation tool can be attributed to this increase.

Fire Prevention & Public Ed. Divisional Report

Type	Amount
Apartments	182
Bars / Taverns	5
Barber / Beauty Shops	4
Churches	6
Community Halls	20
Daycare - Assembly	3
Daycare - Residential	12
Detention Facility	1
Dwelling - Residential	56
Garage / Auto Body	12
Grocery / Markets / Meats	2
Group Homes / Homes for Aged	42
Hospitals / Clinics	3

Type	Amount
Hotels / Motels	11
Industrial	33
Laundromat	2
Lumber	1
Miscellaneous Building	11
Offices	23
Printing	3
Restaurants	21
Rinks / Arenas	8
Schools	64
Stores	38
Total Building Inspections	**563**

Fire Prevention & Public Ed. Divisional Report

Station Tours

During the past year, 47 group tours were conducted at various fire stations. These supervised groups of children were from organizations such as Beavers, Cubs, Boy Scouts, Brownies, Girl Guides, various classes from elementary schools and various groups from city playgrounds, nursery schools and church groups.



Type	Amount
Films	163
Lectures	239
Demonstrations	33
Fire Drills	55
School Presentations	272



Fire Prevention & Public Ed. Divisional Report

Risk Watch Coalition

In 2012 the Risk watch coalition continued to foster relationships with the Algoma District, Huron Superior Catholic and French School, boards

The Risk Watch committee remained active on program sustainability for 2012. Incentives were offered for teachers to work through the resources with their students.

All the elementary Schools in Sault Ste. Marie are now trained in the use of the program with the remaining two French speaking schools coming on board in 2012.

The Risk Watch coalition continues to receive monetary support from Sault Ste. Marie Fire Services, Sault Ste. Marie Police Service, Safe Community Partnership and Arthur Funeral home.





Paul Milosevich
Assistant Fire Chief Prevention Division

















Sault Ste. Marie Fire Services

Community Involvement



Sault Ste. Marie Fire Services

Support Services Division

Support Services Divisional Report



Communication

Recruits begin their career as cadets and work as Communication Operators in the Communication Room of Fire Services. Support Services Division provides initial training on all facets of the Communication Room, including operation of the CriSys Dispatch System, the Municipal Fire Alarm Monitoring System, the HazMat computer as well as radio and telephone procedures. Four new recruits were hired in 2012 and trained as Communication Operators. To maintain their communication operator skills, all firefighters receive annual training on the functions and duties of the dispatch room.

Municipal Fire Alarm Monitoring

Support Services staff oversee operation of the Municipal Fire Alarm Monitoring System, including installation and maintenance of alarm modules for subscribers, 24-hour monitoring, pre-fire planning and data entry for the computer-aided dispatch system. There are presently 167 subscribers connected to the Municipal Fire Alarm Monitoring System and this continues to be a source of revenue for the city.

Support Services Divisional Report

CriSys Dispatch System

The CriSys computer-aided dispatch and records management system is being used proficiently by all divisions within the department.

The annual User Group Seminar was attended by the system administrator in 2012. The benefits of this training and new product information will be used this coming year. This system was updated per our maintenance and hardware agreement with CriSys in the late fall of 2012. The Vulnerable Persons Registry data from the Innovation Centre, which is a first of its kind in the Province, has been incorporated in our dispatch system for over one year now with over 120 persons registered to date. This provides valuable information in the event of an emergency involving a registered vulnerable person.



Support Services Divisional Report

Occupational Health and Safety

Support Services Division is also responsible for ensuring fire vehicles, SCBA and cylinders, cascade systems, fire extinguishers, ground ladders and aerial ladders are tested per NFPA guidelines and ULC regulations. Some of these tests include testing air quality of the compressor, hydrostatic testing of all SCBA cylinders and fire extinguishers, as well as functional flow testing of all breathing apparatus. Other testing involves non-destructive testing of aerial and ground ladders as well as pump flow capacity ratings on all units with a fire pump.







Support Services Divisional Report

Fire Stations

Maintenance of four fire stations is part of Support Services' responsibility. There were some major renovations to fire stations in 2012. The main station had natural gas radiant heaters installed to replace the existing electrical floor heating and infra-red ceiling heaters. The energy savings are estimated to pay back the costs in 4.5 years based on the consultants audit report. Lighting in #1, #2, #3 halls was upgraded and motion sensors added to improve energy efficiencies. Headquarters office was reconfigured to provide more privacy in work areas to enhance productivity and efficiency. Installed secure parking compound at rear of # 1 station for employee vehicles in an effort to reduce ongoing vandalism.

Vehicles and Equipment

Support Services staff is responsible for all repairs to Fire Services' vehicles and all Fire Suppression tools and equipment. Regular maintenance, as well as annual Mechanical Safety Inspections required on 25 units were completed in 2012. Support Services also work with third party companies to conduct annual pump flow testing as well as ground and aerial ladder testing per NFPA guidelines. Our mechanics continue to provide servicing and repairs for the ambulance fleet also. I would like to thank Dan Crozier and Bill Wallace for their efforts and commitment throughout the year to keep our emergency services fleets in good operating condition at all times.

Support Services Divisional Report

Training

Support Services Division continues to be responsible for renewing "DZ" & "F" endorsement licenses of all department drivers. This consists of administering tests and maintaining detailed Ministry of Transportation records for annual review. Other aspects of training and qualifying new drivers on pumpers and aerial operations are done in conjunction with Platoon Chiefs, held in Gravenhurst, Ontario. Bill Wallace attended a course at the Spartan factory. These seminars prove to be beneficial as new products and technology are discussed along with upgrades of maintenance procedures for various Fire and EMS equipment. Other technical seminars for mechanics are held in house during the year.



Jim St. Jules
Assistant Fire Chief Support Services

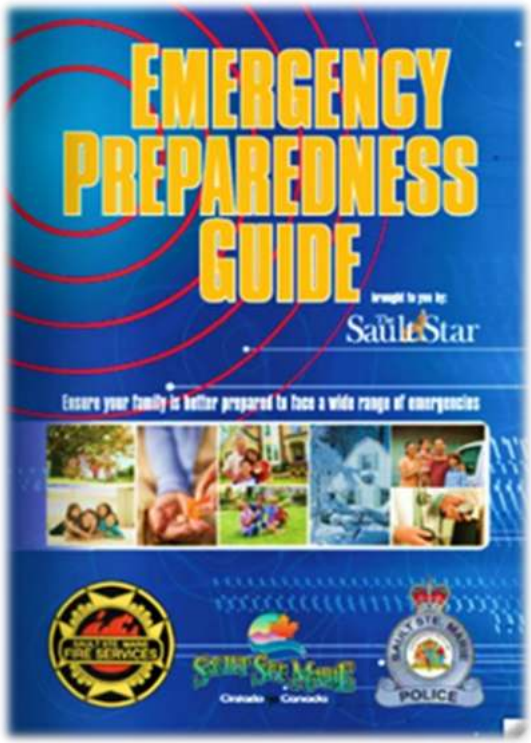


Community Emergency Management Coordinator

Community Emergency Management Coordinator



All communities are challenged from time to time by unforeseeable disasters that are a result of natural events, technological accidents, and, in some unfortunate cases, deliberately planned events. The ability to respond to such events quickly and effectively is a central part of community safety.



Emergency Management is charged with enhancing a community's resilience, both before events occur and during their occurrence. For this to happen numerous steps are taken including identifying potential hazards, designing and implementing strategies to reduce or eliminate these hazards, preparing a community for response to hazards, and assisting with the direction of a community's response, should an event occur.

Community Emergency Management Coordinator

Emergency Management Program

Sault Ste. Marie's Emergency Management Program focus' on those hazards that have been identified as having the greatest likelihood of occurrence and the greatest potential impact, ensuring wherever possible that our community is prepared to respond to an event. Preparing for a potential emergency can be done through preplanning, public education, training and exercises.

Preplanning

City's Emergency Response Plan

The Emergency Management Coordinator is responsible for maintaining the Sault Ste. Marie Emergency Response Plan which provides a framework for the prompt coordinated response of government, private and volunteer resources when an emergency overwhelms the capacity of normal operations. To check out the updated Emergency Response Plan visit the *Emergency Preparedness* section on the City's website.

Emergency Shelter Survey

A part of the City's preplanning includes making preparations in the event we would require people to evacuate their homes and take shelter in a safe location. Working with the Red Cross we have surveyed and approved two new sites that could be used as shelter locations.

Community Emergency Management Coordinator

Public Education

Emergency Preparedness Showcase

In 2012, Emergency Management partnered with the Canadian Red Cross to host the first annual Emergency Preparedness Showcase. This interactive Showcase featured local emergency response partners who were on hand to discuss what their roles would be during a large-scale emergency. The Showcase was a great wrap up to Emergency Preparedness Week, a national initiative that runs the first full week of May which raises awareness on individual and family preparedness.





Community Emergency Management Coordinator

Emergency Preparedness Guide

In collaboration with the Sault Star, the Emergency Preparedness Guide was updated and redistributed throughout the Algoma District as a valuable resource to prepare individuals for emergencies. This guide highlights steps that can be taken before, during and after an emergency to ensure the safety and resiliency of our community members. This guide lists valuable contact information, templates and a variety of services throughout the community and can be accessed on the City's website under *Emergency Preparedness*.

Training and Exercises

TransCAER

The Huron Central Rail Yard sponsored the Transportation Community Awareness and Emergency Response (TransCAER) session a nationwide community outreach program administered by manufacturers and transporters of dangerous goods. The training addressed community concerns about dangerous goods though planning and cooperation with local emergency response agencies and ended off with a tour of the Rail Yard for participants.





Community Emergency Management Coordinator

Bridge Evacuation Functional Exercise

In March of 2012 Sault Ste. Marie, Ontario and Michigan participated in a joint exercise to test the updated plans for the evacuation of the International Bridge and Cross- Border Patient Transfers. Over 40 emergency management and law enforcement representatives from both sides of the border participated in the exercise providing a successful opportunity to ensure that a long-term strategy and plan are in place for the ultimate benefit of protecting this region, on both sides of the border.







Community Emergency Management Coordinator

ARES Communications Exercise

Sault Ste. Marie's local Amatuer Radio Emergency Services (ARES) Group participation in a national exercise to test emergency communications. Amateur Radio operators are most likely to be active after disasters that damage regular lines of communication, and can be used to relay information to emergency services and officials at the provincial level. This exercise tested communications from all the possible relay locations in the Sault including all four fire halls, all Mac's convenience stores, the Police building and the Sault Area Hospital.

Lauren Perry

Lauren Perry
CEMC





Sault Ste. Marie Fire Services

Community Outreach

Community Outreach



It is my pleasure to present Fire Services' second "Community Involvement" report. As a fire service we continue to involve our community in our everyday operations. Fire Prevention Division has reported on 2012 school programs and the involvement Fire Prevention and Suppression divisions have with children and the safety messages we promote. In addition, we continued to involve our Community with the Annual 24 hour Hockey Marathon; Pancake Breakfast; Pasta Dinner and Bake Sale. Sault Ste. Marie Fire Services participated in the Easter Seals telethon held at the Civic Centre and Firefighters were on hand twice with Boot Drives at local malls. Our fun game of baseball with our good friends from TAPS (treat all people special) has been growing in popularity over the past ten years. Firefighters were also busy golfing in numerous fundraising events throughout the summer.

We have planned a number of training sessions to be held at senior facilities and commercial businesses in the coming year to demonstrate what firefighters do and how they do it. We encourage the public to come out, visit us and ask questions.

Following is a collection of pictures from some of our Community Involvement events held during 2012.

Dave Lang
Platoon Chief - Suppression Division



TAPS Softball Game





Penny Power Drive



Stove Donation to Etienne Brule School



24 Hour Hockey Marathon





Community Outreach

Beyond 911 Responses

Contact Information

Emergency

Dial 911

Fire Services

Fire Burning Permit Hotline

705-949-9898
or
Go to Sault Ste. Marie Website:
www.cityssm.on.ca

Fire Prevention

705-949-3377

C.E.M.C

65 Old Garden River Rd.
P6B 5A5
Ph: (705) 541-5173

Fire Stations

#1 Fire Station
72 Tancred Street
P6A 2W1
Ph: (705) 949-3335
Fax: (705) 949-2341

#2 Fire Station
363 Second Line West
P6C 6E2
Ph: (705) 946-4252

#3 Fire Station
100 Bennett Blvd.
P6A 4N1
Ph: (705) 946-4253

#4 Fire Station
65 Old Garden River Rd
P6B 5A5
Ph: (705) 946-4254

E.M.S

#5 EMS Station
(705) 575-6260

EMS Services
(705) 949-3387

Regional Emergency Services Complex (RESC)
(705) 946-4254



DESTINATION
GIIWEDNONG DIBISHKOOSENG
NORTH
SAULT STE. MARIE . ONTARIO
· CANADA ·

Lake Superior

DESTINATION NORTH

Sault Ste. Marie, Ontario

Lake Michigan

Lake Huron

DESTINATION

GIIWEDNONG DIBISHKOOSENG

NORTH

SAULT STE. MARIE . ONTARIO

·CANADA·

Destination North Ltd.

Destination North Ltd. is the operating company of Blueforest Ventures Inc. and it's contributing partners to develop a Living Centre for Ecology, Culture and Wilderness Experience.

- Destination North Discovery Centre
- Entomica
- Anishinabek Cultural Centre
- Group of Seven Algoma
- Wilderness Rail Station
- Board Mill Market

Historical Region



The St. Mary's River, Whitefish Island region was an ancestral fishing station to the Anishenabek people of the Great Lakes for over 2,000 years.

Samuel de Champlain marked Sault de Gaston on the map in 1632, making it one of the first European named places in the North America. In 1669 missionary Jesuit priests renamed the area Sault Ste. Marie, meaning, 'the rapids of St Mary.'

In 1788 the North West Company established a trading post in the region. As fur trading expanded into the interior of the continent, construction of a canal and lock system was completed by the end of the eighteenth century to be followed by the development of the Lake Superior Pulp and Paper Company in 1895.

Historical Site

Destination North Headquarters

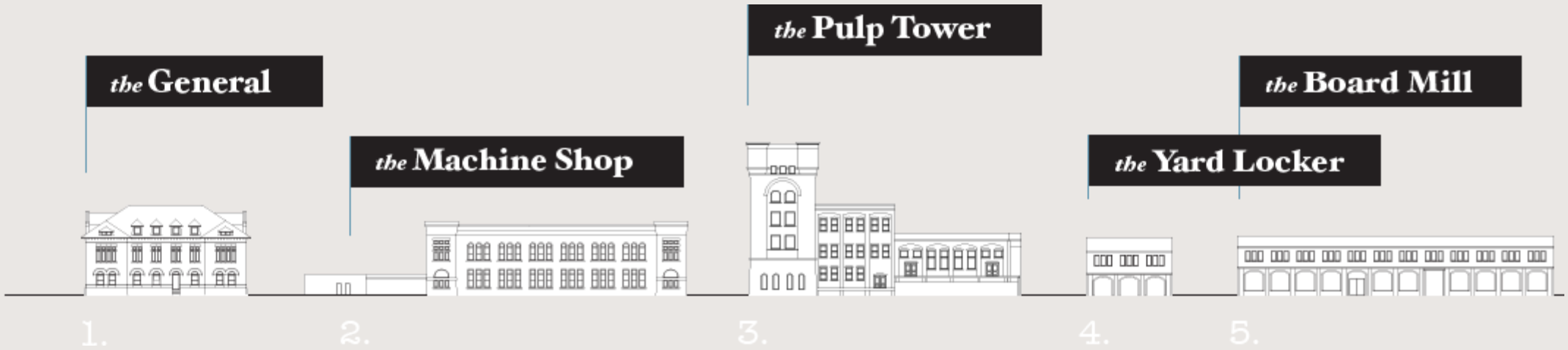


In 1898 Manitoban architect Edward Francis Head began work in Sault Ste. Marie, Ontario as company architect for the Lake Superior Pulp and Paper Company where he employed masons from Europe to set and shape the massive Romanesque Revival inspired buildings that would stand as one of the most significant architectural developments of its time.

A 1900 article in The Canadian Magazine would later describe the site as "one of the most attractive industrial sites in the country noting it's "stately" character; of Edward Francis Heads work for the Lake Superior Pulp Company, The Canadian states:

“to him it may be possible to attribute the design of some of the most significant Romanesque Revival landmarks of industrial architecture in Canada.”

Development Program



NORTH ELEVATIONS

Destination North will repurpose the historical Pulp Tower and Board Mill buildings as viable regional destinations for local business, visitor and tourist markets as living centres for Ecology, Culture and Wilderness Experience.

Destination North is part of a larger development to transform the former 38 ac. St. Mary's Paper site into a vibrant mixed-use urban village development. The project presents a rare opportunity in “place making” in which to create a uniquely vibrant, live, work, learn, visit environment programmed with landscaping, signage, outdoor lighting and new architectonic elements that reinforce the developments historical identity.


ENTOMICA
DESTINATION NORTH
DISCOVERY CENTRE
DESTINATION NORTH
HEADQUARTERS
WILDERNESS RAIL WALK
ANISHINABEK
CULTURAL CENTRE
WILDERNESS
RAIL STATION
DESTINATION
GIIWEDNONG DIBISHKOOSENG
NORTH
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Canal District

Destination North is a significant part of the urban village development of Sault Ste. Marie's Canal District development.



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DESTINATION NORTH
DISCOVERY CENTRE

ENTOMICA

WILDERNESS RAIL WALK

ANISHINABEK
CULTURAL CENTRE

Destination North - Discovery Centre

From the heart of the Great Lakes, Destination North presents an epic sweep of ecology, culture and wilderness experience stretching from Port Severn to Pigeon River. An area of ruggedly scenic beauty delivering authentic natural, cultural and recreational experiences.

Visitors engage with live interactive exhibits, immersive multimedia and animatronic elements designed to introduce and engage people with the real world of Northern, Ontario.

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Entomica

Entomica is partnership with The Great Lakes Forestry Centre lead by John Dedes, award winning Biologist and Insect Production Supervisor. Entomica is a place where visitors discover the fascinating, hidden and often misunderstood world of insects through live interactive exhibits, immersive multimedia and animatronic elements.



Entomica features an Insectarium with live displays, a Butterfly house and Noctarium, the only one of its kind in Canada to feature the nocturnal world of moths and fireflies.

Destination North - Anishinabek Cultural Centre



Aazhogan, is the Ojibway word for "bridge", Aazhogan Anishinabek is a place for understanding the Anishinabek cultures through the voice of Canada's First Nations.

It’s a home for the Anishinabek narrative, the historical, traditional and contemporary. A place for storytelling, reconciliation and bridging. In parallel, Aazhogan will function as a showcase and retail destination for contemporary and traditional Anishinabek arts, craft and fashion.

Group of Seven Algoma









Group of Seven Algoma tells the story of Algoma's relationship to the Group of Seven and how it shaped their work, their lives and the worlds view of Northern, Ontario. Building from recently discovered in situ plein air locations painted by the Group of Seven and the regional narrative of the people they met along the way, Group of Seven Algoma is both an immersive media experience and a physical journey that begins at Destination North and tracks along the passenger trains of Algoma Central Rail and into the wilderness of Northern, Ontario.

Wilderness Rail Station



The repurposed Pulp Tower building will become home to the Agawa Canyon Train Station, which will be re-located from its current terminal at the Station Mall to the Destination North site. The Wilderness Rail Experience will build on programming initiatives with Tourism Sault Ste. Marie to transport visitors from the vibrant urban village of The Mill, to the pristine canyons, lakes and rivers of Algoma and back while maintaining a cohesive, memorable and uniquely Northern experience. As the train is not scheduled 365 days of the year, the Wilderness Rail Walk will serve as an interpretive experience of the Agawa Canyon Tour Train experience.





Board Mill Market

The Board Mill building will be developed as the Board Mill Market, a Public Market showcasing regional foods, clothing, and artisanal products while serving as a venue for market oriented events.

This enables the current farmers market to expand from 19 vendors to 60 and meet current market demand as defined by the 2011 Sault Ste. Marie Algoma Farmers' Market Feasibility Study and Business Plan commissioned by the Downtown Association and conducted by Urban Marketing Collaborative, a division of J.W.C Williams group. The studies findings will be used to develop the market as a full-service asset for the region, a place that enables farmers, artisans and entrepreneurs to showcase the best products of the region as well as a venue for social interaction and gathering.

Destination North – Northern Ontario Trail Head

The trailhead orients and engages visitors in the three primary components of Northern, Ontario's recreational markets through interpretive display and immersive experience.

Nature and the Outdoors, Fishing and Hunting and Touring. The Discovery Centre tells the story of Boreal forest ecology, Lake Superior and the diversity of its aquatic and terrestrial wildlife through a four season narrative.





Destination North Digital

(re) discover (re) engage

(re) discover (re) engage is a Destination North initiative to build out new ways of developing interactive narratives through interpretive display and mobile geo applications that enhance a visitors experience and understanding of the Lake Superior regions ecology and culture and wilderness experience.

01 02 03 04 05 06 07

WATER RUN

18 MIN.

Exploring Shopping Escapes Tips Diving

Libby

Lukas

Mark

Lukas

Soph


DESTINATION NORTH
DISCOVERY CENTRE
ANISHINABEK
CULTURAL CENTRE
ENTOMICA
WILDERNESS RAIL WALK
DESTINATION
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ANISHINABEK
CULTURAL CENTRE

DESTINATION NORTH
HEADQUARTERS

DESTINATION NORTH
DISCOVERY CENTRE

ENTOMICA

DESTINATION
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PROJECT SUMMARY 2013

PROJECT BACKGROUND

In April 2012 Riversedge Developments Inc. (A project specific Blueforest Ventures Inc. subsidiary) purchased the foreclosed St. Mary's Paper mill and began the process of site decommissioning and redevelopment. As part of the redevelopment process Blueforest Ventures Inc. began an extensive outreach program to explore best-use scenarios for the property. It was during this outreach that an opportunity to realize the full economic potential of the Northern Experience emerged and the subsequent finding of the 2012 Gateway study.

The study was conducted by PKF, FORREC and commissioned by the City of Sault Ste. Marie to guide the development of the adjacent Brownfield site within the downtown core that would enable an opportunity to create a focal point for the City, it's citizens and function as a tourism attraction.

PKF undertook an analysis of SSM's current tourism infrastructure and market, as well as competitive destinations and attractions in bordering Michigan, and other Northern Ontario communities and outlined potential gaps in Sault Ste. Marie's attraction and tourism infrastructure inventory.

The Programming Approach involved creating a list of all potential programs that could be imagined on the site. The team then set up a matrix of issues and weighted them on importance. This allowed the team to narrow down their suggestions based upon qualitative rationale.

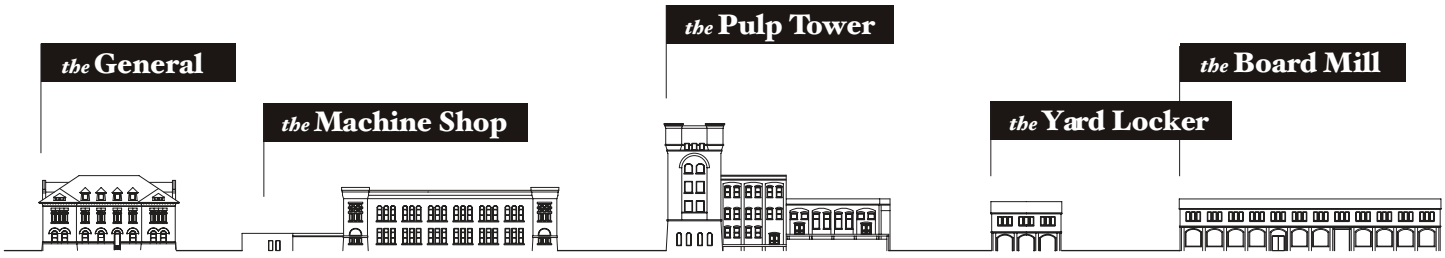
Realizing the full economic potential of the Northern Experience.

Based upon the program evaluation and project goals PKF outlined an approach to create a site that firstly appeals to locals year-round, which will in turn will make this desirable to all visitors. The proposed programming for the site included:

- Urban Plaza with skating in winter and interactive fountains in summer
- Landscaped Atrium Event Space
- Environment/Entertainment Attraction
- Flexible attraction space
- Relocated Agawa Canyon Tour Train
- Farmer's Market Facilities
- Destination retail
- Upscale Casual Dining
- Café
- Condominium Residences
- Iconic Tower

Blueforest Ventures Inc. analyzed the top scoring program elements outlined by PKF with a place making strategy that showcases Northern, Ontario's wealth in Ecology, Culture and Wilderness Experience to develop the overall site experience, identity and brand equity as Destination North.

While Destination North represents approximately one third of the original Gateway project in scope it is sharply focused on leveraging the regions unique destination advantages in ecology, culture and wilderness experience and evolving the concept from a destination attraction to a "living centre".



1903

The riot act was read after windows were smashed by a mob of unpaid workers.

1901

Wescott's orchestra plays to celebrate the opening of Mill #1.

1899

The tallest building in Sault Ste. Marie.

1904

Edward:
"This would make an ideal gastropub."
Timo: *"indeed"*

1900

Originally built to manufacture equipment that had yet to be invented.

THE BUILDINGS

In 1898 Manitoban architect Edward Francis Head began work in Sault Ste. Marie, Ontario as company architect for the Lake Superior Pulp Company where he employed masons from Europe to set and shape the massive Romanesque Revival inspired buildings that would stand as one of the most significant architectural developments of its time.

A 1900 article in The Canadian Magazine would later describe the site as:

"One of the most attractive industrial sites in the country" noting it's *"stately"* character; of Edward Francis Heads work for the Lake Superior Pulp Company, The Canadian states:

"To him it may be possible to attribute the design of some of the most significant Romanesque Revival landmarks of industrial architecture in Canada."

Architectural Overview

The architectural programming of Destination North will be realized through a "Truth to Materials" approach where the intrinsic nature of natural materials will be used in juxtaposition to steel, glass and concrete to develop an iconic architectural statement that projects the collective Canadian Spirit and exemplify the meaning of *"Naturally Gifted"*.

DEVELOPMENT FRAMEWORK

Blueforest Ventures Inc. of Waterloo, Ontario, is an environmental development company working with communities, environmental businesses, universities and investors to repurpose idled industrial environments for renewed performance in tomorrow's economy.

Destination North Ltd. is the operating company of Blueforest Ventures Inc. and it's contributing partners to develop a Living Centre for *Ecology, Culture and Wilderness Experience* at the former St. Mary's Paper site in Sault Ste. Marie, ON.

The project is staged in three concurrent phases:

- Site restoration
- Partnership development
- Program and product development

1) Restoration and development of the historical Pulp Tower, Machine Shop and Board Mill as a destination experience for ecology, culture and wilderness experiences authentic to Northern, Ontario.

2) Partnership development between Destination North, First Nations, Great Lakes Forestry Research Centre, McMichael Canadian Art Gallery, Waterloo Digital Media Lab, Lake Superior Watershed Conservancy, Wilderness Outfitters, Tourist Organizations, Resort and Hotel Operators. As the development progresses unseen partnership opportunities will arise and become a part of the overall project as appropriate to the project goals.

3) Program design and product development that richly communicates the Northern Experience.

Blueforest Ventures Inc.
+1 (519) 688-3131
51 Breithaupt Street,
Suite 100
Kitchener, ON N2H 5G5

www.blueforestventures.com

PROGRAMMING FRAMEWORK

Destination North will repurpose the historical Pulp Tower and Board Mill buildings as viable regional destinations for local business, visitor and tourist markets as living centre for Ecology, Culture and Wilderness Experience.

From the heart of the Great Lakes, Destination North presents an epic sweep of ecology, culture and wilderness experience stretching from Port Severn to Pigeon River. An area of ruggedly scenic beauty delivering authentic natural, cultural and recreational experiences.

Visitors engage with live interactive exhibits, immersive multimedia and animatronic elements designed to introduce and engage people with the real world of Northern, Ontario.

Destination North Inc. will function as a public, private partnership for the development, operation and fulfillment of the Northern Experience based on a three tier development framework to realize five distinct ecological, cultural and wilderness experience narratives.

FRAMEWORK

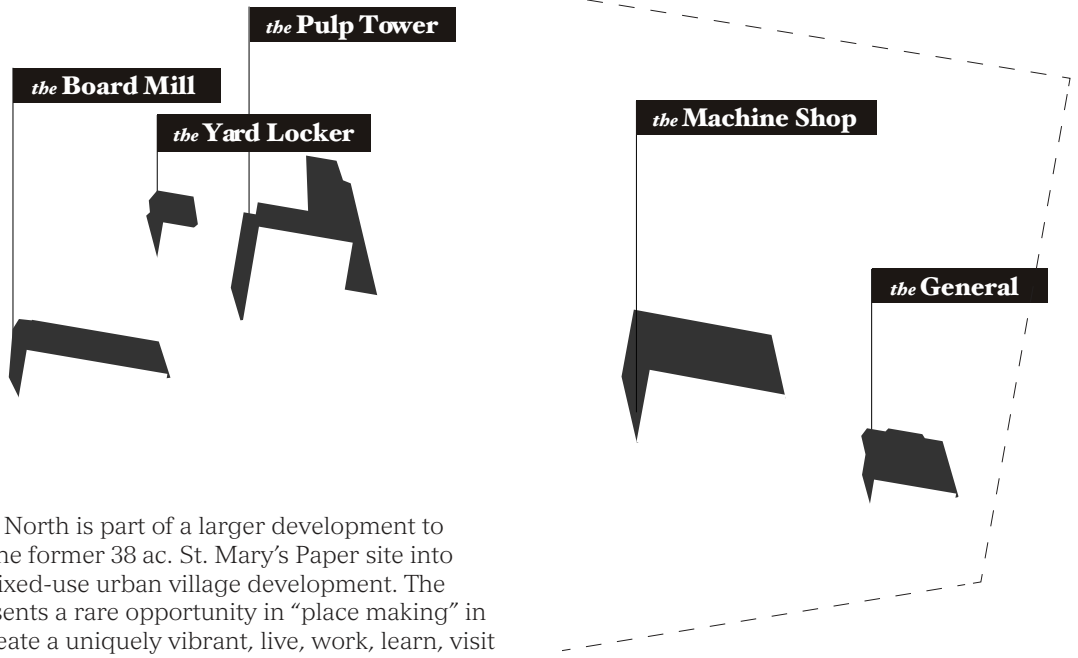
1. Public, private partnerships that match domain expertise to market opportunities.
2. Product development, training, licensing and merchandising.
3. Digital experience and service development.

NARRATIVES

1. Destination North Discovery Centre
2. Entomica
3. Aazhogan Anishinabek
4. Group of Seven Algoma
5. Wilderness Rail Station

A. Flexible Exhibit Space
B. Board Mill Market

PROJECT IMPACT



Destination North is part of a larger development to transform the former 38 ac. St. Mary's Paper site into a vibrant mixed-use urban village development. The project presents a rare opportunity in "place making" in which to create a uniquely vibrant, live, work, learn, visit environment programmed with landscaping, signage, outdoor lighting and new architectonic elements that reinforce the developments historical identity.

Site programming is designed to amplify markets for local business and provide viable opportunities for private sector commercial tenants. Destination North provides the citizens of Northern, Ontario an opportunity for leveraging an authentically regional narrative to increase visitor awareness, retention and marketability of existing recreational and destination opportunities while providing a platform for creating new experiences, new markets and new jobs.

Based on scaling the original PKF projections for the Gateway site by 1/3 the Destination North project has an estimated job creation potential of 67 direct jobs within the Algoma District. This does not include the addition of construction or indirect labour jobs, nor does it include job opportunities for disabled persons which is yet to be quantified.

Destination North Inc. is exploring partnerships with YesYouCan and ER employment consulting, Approved Service Providers for the Provincial Ontario Disability Employment Support Program to provide employment opportunities for disadvantaged persons.

The economic impacts of Destination North can be measured at 3 levels:

1. One-time impacts due to the construction of the overall development.

2. Annual impacts generated by the on-site operations of the Core Attractions.

3. Annual impacts generated by the additional off-site spending by incremental new visitors to the area, due to the development.

PROJECT COMPONENTS

1. Destination North Discovery Centre

Orients and engages visitors in the three primary components of Northern, Ontario's recreational markets through interpretive display and immersive experience. Nature and the Outdoors, Fishing and Hunting and Touring.

The Discovery Centre tells the story of Boreal forest ecology, Lake Superior and the diversity of its aquatic and terrestrial wildlife through a four season narrative.

2. Entomica

Entomica is a project partnership being explored with The Great Lakes Forestry Centre lead by John Dedes, award winning Biologist and Insect Production Supervisor.

Entomica is a place where visitors discover the fascinating, hidden and often misunderstood world of insects through live interactive exhibits, immersive multimedia and animatronic elements. It will feature an Insectarium with live displays, a Butterfly house and Noctarium, the only one of its kind in Canada to feature the nocturnal world of moths and fireflies.

Entomashop Is a unique product development and retail component of Entomica that develops butterfly and moth kits for release parties, educational programming and merchandising in cooperation with Approved Service Providers for the Provincial Ontario Disability Employment Support Program that provide employment opportunities to disadvantaged persons.

3. Aazhogan Anishinabek

Aazhogan, is the Nishnaabe word for "bridge", Aazhogan Anishinabek is a place for understanding the Anishinabek cultures through the voice of Canada's First Nations.

It's a home for the Anishinabek narrative, the historical, traditional and contemporary. A place for storytelling, reconciliation and bridging. In parallel, Aazhogan will function as a showcase and retail destination for contemporary and traditional Anishinabek arts, craft and fashion.

Aazhogan Anishinabek is a partnership project currently being explored with the Anishinabek communities.

4. Group of Seven Algoma

Group of Seven Algoma tells the story of Algoma's relationship to the Group of Seven and how it shaped their work, their lives and the worlds view of Northern, Ontario.

Building from recently discovered in situ plein air locations painted by the Group of Seven and the regional narrative of the people they met along the way, Group of Seven Algoma is both an immersive media experience and a physical journey that begins at Destination North and tracks along the passenger trains of Algoma Central Rail and into the wilderness of Northern, Ontario.

5. Wilderness Rail Station

The repurposed Pulp Tower building will become home to the Agawa Canyon Train Station, which will be relocated from its current terminal at the Station Mall to the Destination North site.

The Wilderness Rail Experience will build on programming initiatives with Tourism Sault Ste. Marie to transport visitors from the vibrant urban village of The Mill, to the pristine canyons, lakes and rivers of Algoma and back while maintaining a cohesive, memorable and uniquely Northern experience.

As the train is not scheduled 365 days of the year, the Wilderness Rail Walk will serve as an interpretive experience of the Agawa Canyon Tour Train experience.

PROJECT COMPONENTS

A. Flexible Exhibit Space

Weaved throughout the Destination North experience will be spaces allocated for flexible, seasonal exhibition space. As part of the project exploration Blueforest discovered that Algoma University, the Sault Ste Marie Public Library and the Sault Museum hold vast amounts of archived material with rich local narratives. In conjunction with regional programming the Flexible Exhibit Spaces will be used to host traveling exhibits.

B. Board Mill Market

The Board Mill building will be developed as the Board Mill Market, a Public Market showcasing regional foods, clothing, and artisanal products while serving as a venue for market oriented events. This enables the current farmers market to expand from 19 vendors to 60 and meet current market demand as defined by the 2011 Sault Ste. Marie Algoma Farmers' Market Feasibility Study and Business Plan commissioned by the Downtown Association and conducted by Urban Marketing Collaborative, a division of J.W.C Williams group. The studies findings will be used to develop the market as a full-service asset for the region, a place that enables farmers, artisans and entrepreneurs to showcase the best products of the region as well as a venue for social interaction and gathering.

Destination North and affiliated businesses will operate on a 20hr. service cycle between 6:00am and 2:00am. Business hours will vary between individual businesses and attractions.

GIIWEDNONG DIBISHKOOSENG means Destination North in the Nishnaabe language.

Special Thanks to Barbara Nolan for the translation.

canal district master plan

SAULT STE. MARIE
Ontario Canada
naturally gifted



greenberg consultants inc. theplanningpartnersh

July 30, 20

The Planning Partnership

Urban Design . Landscape Architecture . Planning . Communications

Attn: Don McConnel
Planning Director
City of Sault Ste. Marie

July 30, 2013

Re: Consultant Services for the Canal District Master Plan

We are pleased to submit our proposal to the City of Sault Ste. Marie for Consultant Services for the Canal District Master Plan. Our team's extensive history of working on complex public realm master plans and detailed design has allowed us to create a nuanced approach that is tailored to each project. Sault Ste. Marie is no exception, and we propose a unique and multi-layered approach that recognizes potential challenges as well as opportunities associated with transition and change with an incredible opportunity to re-purpose, and re-stitch the urban fabric posed by this riverside development. We also recognize the significance of this project not only for the historic character of the area, and the various overlapping interests with regard to land use, built form, public realm, mobility and economic and social factors; that ultimately, present a wonderful opportunity for the City of Sault Ste. Marie.

The Planning Partnership has relevant experience in two precedents referenced in the Master Plan Report including The Distillery Historic District and Don Valley Brick Works both situated in Toronto, Ontario. More specifically, working on the Landscape Rehabilitation Plan for the Distillery Historic District has provided our firm significant experience in understanding the careful and successful measures taken to make The Distillery Historic District a recognized model for redevelopment of post-industrial historic waterfront sites. We will apply this knowledge in conjunction with well-researched and relevant precedents toward the successful vision of Sault Ste. Marie's Canal Historic District.

Greenberg Consultants Inc. will be the project lead with The Planning Partnership providing public realm design, landscape architecture, policy planning, graphic design, consultation and communications support. The City of Sault Ste. Marie has established its strong commitment to transforming the municipality's approach to the public realm, especially in areas that are intensifying or changing as a result of an increasingly urban context. Our team is skilled at developing and implementing innovative strategies that balance the often conflicting demands on the public realm.

This master plan will build on several studies concerning this area that include: Gateway Site, Casino Site, Bridge Site, Traffic Flow Patterns, and the overall development of the Downtown core. It will provide a single cohesive vision of several moving parts that will undergo development over the next several years. We will focus on a variety of scales not limited to the Canal District itself, but the connections within the larger urban fabric and regional implications while softening the existing context, wherever possible, with seasonally specific, thoughtful and contextually relevant landscape treatments.

Our team holds decades of experience working in public realm planning and design throughout Ontario and beyond. We have led high profile public realm plans in the West Don Lands in Toronto, Dartmouth Cove in Dartmouth NS, and Liberty Village in Toronto. The Planning Partnership and Greenberg Consultants Inc. have collaborated on a number of projects including the Discovery District Real Estate Strategy. This expertise and familiarity with similar projects informs our approach and will enable us to develop a public realm plan for the Canal District that is place-sensitive and complete.

Our team will ensure absolute familiarity through consultation as well as approach to this task with a sensitive hand, proposing a two pronged consultation and plan development strategy. This approach is aimed at ensuring the established interests are completely understood and incorporated into our work from the outset. Gaining the trust of the neighbourhood groups, local businesses and other involved parties ensures that this process can proceed effectively, and rapidly. We have structured our team to meet the critical schedule of completing the work in four months with this two-pronged approach.

This is an exciting project and we look forward to the opportunity of being part of developing this highly unique and world class site. Thank you again for considering our team to work with you on this development.

Sincerely,

[

BLA, OALA, FCSLA, ASLA,MCIP, RPP
Partner
T: 416-975-1556, ex. 299
dleinster@planpart.ca

06 experience of the proponent
company profile
relevant projects

14 experience & qualifications of key team members
project manager
key team members

16 approach, methodology & timeline
approach
methodology
timeline and fees





experience of the proponent

company profiles

We have assembled an exceptional multi-disciplinary consultant team tailored to provide the necessary creative ability, innovative thinking, technical expertise and comprehensive knowledge, coupled with an extensive history of working on successful projects in the broader Ontario area, as well as areas in the Canadian and American landscape. The Planning Partnership has enjoyed a long working relationship with Greenberg Consultants Inc. , and have recently completed the Markham Park Land Study. Our team will capitalize on over 7 years of collaborative history to ensure an efficient process.

Greenberg Consultants Inc. will be the Project Lead and the contracting entity, with areas of focus including coordinated planning and urban design.

The Planning Partnership will provide expertise for Project Management, Public Realm Design, Sustainability, Landscape Architecture, Urban Ecology, Ecosystem Restoration, and Arboriculture, Public Consultation and Communications. Led by David Leinster and Michael Ormston-Holloway, TPP will draw on its extensive experience working in Ontario with obsolescent and derilict landscapes and buildings to inform the team's approach to the project.

greenberg consultants inc.

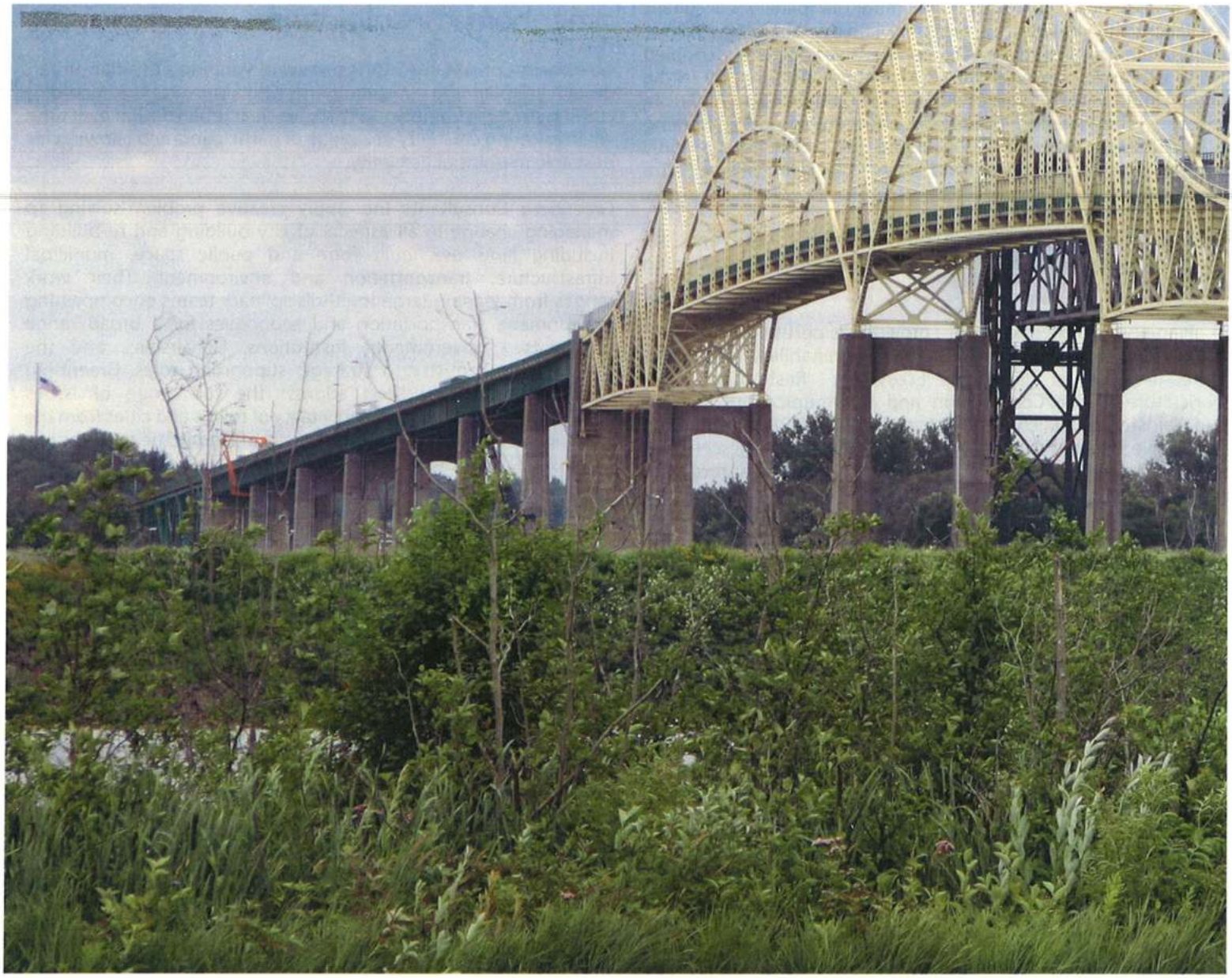
Greenberg Consultants Inc. is an award winning Canadian urban design and planning consulting firm with a proven track record of crafting strategic frameworks that give clear urban design over time while fostering creativity of a range of participants and allowing for desirable margins of flexibility.

Greenberg Consultants Inc. apply creative problem-solving to managing change in all aspects of city building and re-building including land use, built form and public space, municipal infrastructure, transportation and environment. Their work ranges from leading large multi-disciplinary teams encompassing environment, transportation and economics for a broad range of clients - governments, institutions, Universities, and the development industry to strategic supporting roles. Greenberg Consultant's Inc. solutions address the full range of issues contributing to the success and vitality of towns and cities from the grouping of buildings on a single parcel of land to the patterns of a city district, from the renewal of the historic core and the adaptive re-use of obsolescent lands and buildings on urban waterfronts to the creation of new communities on the urban periphery.

At the core of their practice is a deep commitment to improving the lives of people at every level of society. This value has shaped a unique methodology body of work in which urban design goes beyond form to create a context for social connection, economic vitality, and environmental sustainability; in which the specific and authentic qualities of the local place focus and ground design strategies; in which public and private interests cooperate across traditional boundaries to create mutual benefit for their cities; and in which the examined interaction of infrastructure, individual parcels and blocks, and the public realm sets a liberating context for great architectural and landscape design.

Relevant projects in the include:

- Discovery District, Toronto
- Southeast Inlet Development Plan, Atlantic City
- Grange Park Renewal with the Art Gallery of Ontario, Toronto, ON
- Downtown 2021 Master Plan for Mississauga, ON
- Master Plan for York University, Toronto, ON
- Master Plan for Adaptive Re-Use of the Hearn Power Plant, Toronto Port, Toronto, ON
- Master Plan for the Renewal of Regent Park, a major public housing project in Toronto
- Lower Don Lands, planning for the mouth of the Don River at Toronto Harbour, addressing urban design, transportation,
- naturalization, sustainability and other ecological issues, Toronto, ON
- Saint Paul on the Mississippi Development Framework, Saint Paul, MN
- Brooklyn Bridge Park on the East River, New York, NY
- East River Waterfront in Lower Manhattan, New York, NY



the planning partnership ltd.

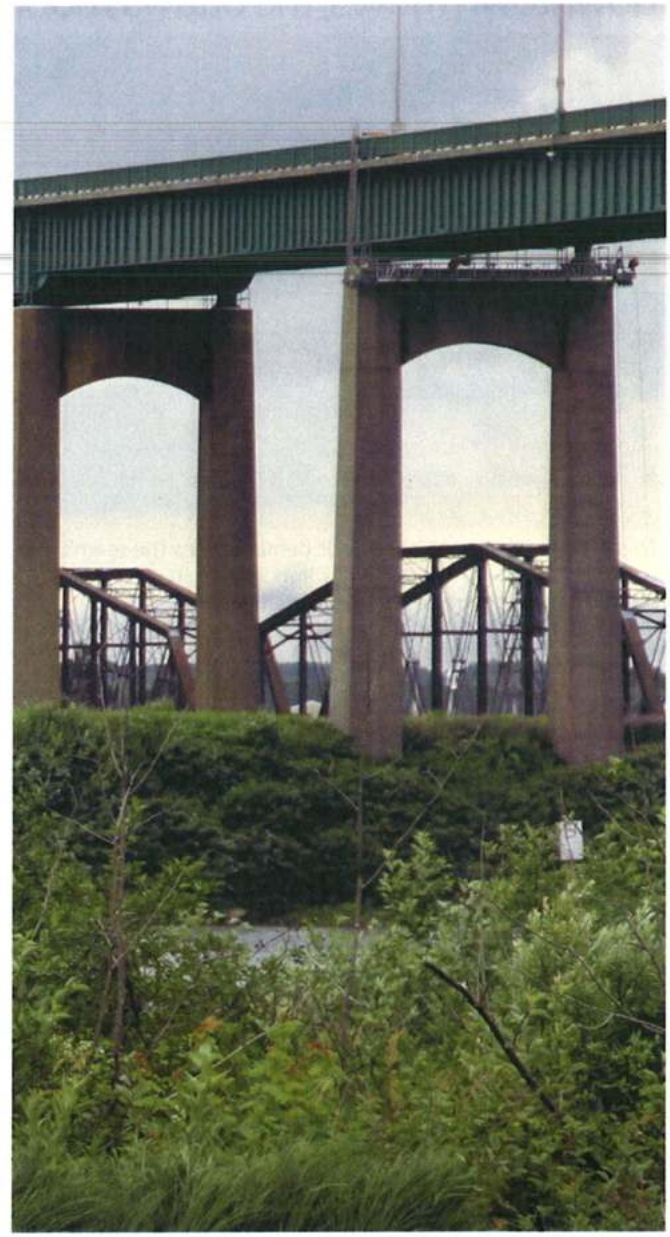
The Planning Partnership (TPP) is an award winning interdisciplinary planning, urban design, landscape architecture and public consultation firm based in Toronto. The firm has a staff of 34 led by 6 partners, and was formed in 2002. TPP prepares plans, designs, policies, standards and guidelines for new and existing neighbourhoods and urban centres. TPP's collaborative approach lends to the firm's ability to tackle comprehensive planning projects from visioning through to implementation.

The Planning Partnership's portfolio includes projects throughout Ontario, and across Canada and the United States ranging in scale and contexts. The firm's work is evenly divided between the public and private sectors, allowing for a balanced perspective on development economics and processes. TPP often develops design standards for municipalities and will utilize this experience for this study.

Particularly relevant to this project, TPP has completed a number of complex community planning projects involving a myriad of stakeholders that necessitated creative and innovative solutions to consultation, public realm design, urban design, transportation and landscape design

Examples include:

- Bloor Yorkville BIA Planning Framework and Implementation Strategy, Toronto
- West Don Lands Public Realm Master Plan, Toronto
- Regent Park Public Realm Master Plan, Toronto
- Liberty Village Urban Design and Public Realm Guidelines
- Toronto Entertainment District Urban Design and Public Realm Guidelines
- Downtown Mobility Study, Ottawa
- Measuring the Sustainability Performance of New Development, City of Vaughan, City of Brampton, Town of Richmond Hill
- State of the Village -Church Wellesley Urban and Public Realm Guidelines,
- Downtown Halifax Design Guidelines
- Greensborough Community, Markham, Ontario
- Distillery Historic District Landscape Rehabilitation Plan
- Goderich Master Plan & Courthouse Square Park Implementation Strategy
- Caledonia Waterfront Master Plan



Company contact person:
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The projects summarized on the following pages are similar in scope and magnitude to the Canal District Master Plan and have been completed in the previous five years. Our team has provided imagery on this page to correspond with project descriptions.

downtown moves, the ottawa mobility plan



This project is relevant because it demonstrates the team's ability to collaborate with the broad range of stakeholders – City staff, Councillors, NCC, interest groups, residents, business operators, - to achieve broad based support for complex initiatives

Delcan and The Planning Partnership prepared a planning and design initiative to produce an integrated urban and public realm design and transportation strategy for Downtown Ottawa's street network, leveraging the opportunities that will be created by the new Confederation Line underground LRT route and the significant reduction in area bus traffic that will result. The strategy pursues a spatial and functional balance among the street users that is in keeping with the City's desire for its streets to be highly coveted public spaces as well as effective mobility routes conducive to active transportation and transit as priority modes. The goal is create a contemporary street network that will make a worthy contribution to the continuous improvement of the Nation's Capital.

west donlands public realm master plan



This project is relevant because of the innovative approaches to street design, including the City's first side loaded streetcar street, the City's first Woonerfs and the City's first application of unit paver main street. The project also includes the implementation of a public art master plan and sustainability plan.

The Planning Partnership is currently leading the design team on the implementation of the public realm master plan for the emerging community of the West Don Lands for Waterfront Toronto. The streets, parks and open spaces of the future community will form a critical part of an emerging green vision for this waterfront neighbourhood. A richly layered program of public art, a hierarchy of tree lined streets, intimate parks and innovative sustainability objectives will be defining characteristics of this ground breaking community. The West Don Lands is a LEED-ND Pilot project and site of the Athlete's Village for the 2015 Pan-Am Games.

Front Street East is a new high street + park designed as the innovative commercial centre piece for the West Don Lands. Front Street East sets new standards for streets in Toronto and has been identified by the City as an urban "pilot project". This work has been documented to a tender ready state, awaiting the award of the adjacent Athletes' Village building project. Infrastructure Ontario, in conjunction with waterfront Toronto will be responsible for the final delivery of the project slated for completion in late 2014.

liberty village master plan



The Planning Partnership was retained by the Liberty Village BIA to prepare a Master Plan that establishes a vision and defines a direction for the long-term enhancement and development of Liberty Village. The Master Plan provides a comprehensive guide for land use, building design, circulation and streetscape and open space improvements with the goal of achieving a healthy and vibrant community in which to live, work and play. The Plan will help to chart the course for area improvements by setting priorities, amending policies, and identifying necessary actions and investments to bring the vision to fruition. The Master Plan process includes an extensive consultation program based around a series of interactive community workshops, stakeholder meetings and large community events.

The project is relevant because of its innovative approaches to public realm design including publicly accessible private open spaces. It is also relevant because of the rigorous consultation with a very involved and committed residents group.

dartmouth cove



In January of 2012, the Waterfront Development Corporation in partnership with Halifax Regional Municipality initiated a comprehensive planning study for the Dartmouth Cove area - a brownfield waterfront site within Downtown Dartmouth. The Planning Partnership was retained to lead the community in a planning and design process to define a vision for Dartmouth Cove. The purpose of the study was to develop a mixed use Master Plan, including both built form and public realm, for the re-development of lands within the Dartmouth Cove study area. The plan built on previous plans, addressing sea-level rise and contamination issues, and considering input received from extensive public consultation. Designed to be inclusive and community driven, the process incorporated the voices of landowners, residents and other stakeholders through each phase of the plan development. A public multi-day Planning and Design Workshop was held in February 2012, and culminated in the creation of a preferred concept plan for the study area. The plan was approved in principle by Council this June, setting in motion its implementation.

This project is relevant because of its sensitivity associated with the transition of new high density mixed use development adjacent to historical low density residential and main street urban fabric. The plan has garnered significant support from both the surrounding neighbourhoods and the municipal staff and politicians.

toronto entertainment district master plan



This project is relevant because it involved the creation of master plan that anticipated a large increase in population to the area, incorporating the varied needs of existing and future users in creating a flexible, inviting, and destination neighbourhood for Toronto, with a strong emphasis on public realm strategies.

The Planning Partnership prepared a comprehensive Master Plan and implementation strategy for the Toronto Entertainment District BIA – a large 200-hectare segment of the Downtown that is in the midst of an extraordinary transformation into a pre eminent cultural and mixed-use district. The Master Plan provides guidance for development and a bold long-term public realm improvement strategy to enhance the setting for an area that attracts over 15 million visitors annually and is one of North America's fastest growing neighbourhoods with over $8 billion in private sector development and over 10,000 units underway or proposed.

TPP continues to guide the implementation of the Master Plan, including leading the recent Council Approved EA Study for the transformation of John Street into a pedestrian-priority cultural corridor; design ideas competition for John Street Square; Capital Improvement Plan for King Street; and, on-going review of development applications.

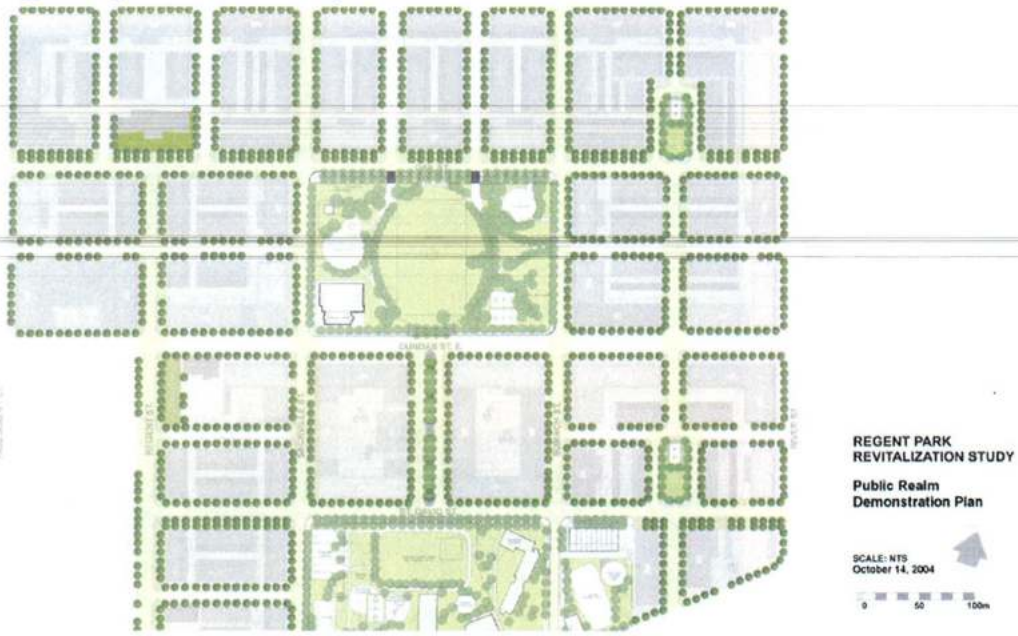
distillery district



This project is relevant as it demonstrates implementation that is sensitive to the historic attributes of a site while also serving to establish strong pedestrian first design providing a variety of public realm amenities in a tightly knit and cohesive design. This work also serves to demonstrate the importance of a fine grain pedestrian streetscape that is enhanced through carefully selected programming moments within the district that are sensitive to the historic context.

The Planning Partnership is currently working on a Landscape Rehabilitation Plan for this National Historic Site. As a former industrial site converted to residential and commercial uses this now tourist destination lacked pedestrian realm amenities. The design concept now under construction preserves the essential heritage values of the place while introducing elements for comfort, safety and year round interest. The landscape plan was based on a simple principle of minimum intervention to preserve the heritage qualities and character of the site combined with maximum social benefit. The design incorporates accessible sidewalks, street trees, custom designed furniture, pedestrian scale and accent lighting, and a public art installation strategy. The work also included attaining support from City Departments including Culture, Heritage, Planning, Urban Design and Works and Emergency Services and submitting for site plan approval.

regent park master plan



In 2005 David Leinster developed the public realm plan as part of the revitalization strategy for Regent Park. The work included developing design guidelines and standards for new streets within the community and the arterial streets surrounding it.

The revitalization of Regent Park was a tremendous challenge, transforming one of the largest public housing projects in Canadian history into a vibrant and attractive mixed use and mixed income neighbourhood in downtown Toronto. Subsequent to the development of public realm guidelines TPP was retained to undertake detailed design for the public realm of phase two at Regent Park, including the Central Park.

This project is relevant as it demonstrates our experience in public realm master planning, intensive public consultation, and subsequent detailed design and implementation.

don valley brick works



This project is relevant as it provides an example of a prior study that looked at linkages between the revitalized Brick Works and the surrounding trails and natural areas. Throughout the process a Natural Heritage Impact Study and Enhancement Strategy was developed. This study was prepared for Evergreen to identify the mitigation measures required to help integrate the Evergreen at the Brick Works development with the site.

The Don Valley Brick Works is one of Toronto's most valued natural environment parks. The transformation of this former quarry site to a recreation amenity within a short ten-year period highlights the cooperation between government stakeholders and local citizens groups. Members of The Planning Partnership team have been involved with this transformation through built projects, plans and studies which have helped shaped the Brick Works into the special place it is today.

In 2001 David Leinster, Michael Hough and Mark Taylor (Amec Earth and Environmental) prepared the management plan for the Brick Works Park for the City of Toronto Parks Department. The strategy was based on an adaptive management approach that recognized that most of the areas of the site were evolving quite successfully, requiring only periodic interventions. The plan detailed management measures for each habitat type as well as maintenance recommendations for the broader site.

In 2003 while at Envision David Leinster and Michael Hough led the team of consultants on the Phase Two Implementation Plan which included detailed design and contract document preparation for a new entry sequence to the Brick Works Park. The project included a new connection to the beltline trail, an entry and arrival court, interpretation of brick making and off leash dog areas.

experience & qualifications of key team

key team members - greenberg consultants inc.

Ken Greenberg Partner

role: planning, urban design

relevant qualifications: BArch, BA, RAIC, AIA

years of relevant experience: 41

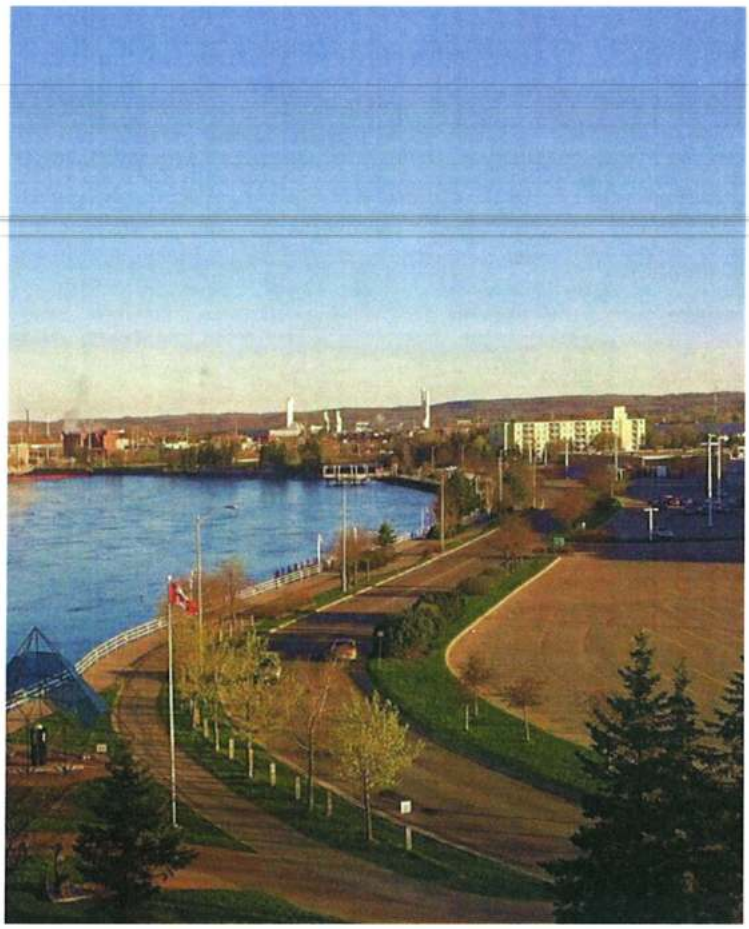
experience managing work of a similar scope and magnitude:

Ken Greenberg is an architect, urban designer, teacher, writer, former Director of Urban Design and Architecture for the City of Toronto and Principal of Greenberg Consultants. For over three decades he has played a pivotal role on public and private assignments in urban settings throughout North America and Europe, focusing on the rejuvenation of downtowns, waterfronts, neighbourhoods and on campus master planning, regional growth management, and new community planning. Cities as diverse as Toronto, Hartford, Amsterdam, New York, Boston, Montréal, Washington DC, Paris, Detroit, Saint Paul and San Juan Puerto Rico have benefited from his advocacy and passion for restoring the vitality, relevance and sustainability of the public realm in urban life. In each city, with each project, his strategic, consensus-building approach has led to coordinated planning and a renewed focus on urban design. He is the recipient of the 2010 American Institute of Architects Thomas Jefferson Award for public design excellence and the author of Walking Home: The Life and Lessons of a City Builder published by

Random House

availability: Availability is guaranteed for the duration of the project.

location: Toronto, ON





David Leinster Partner, Landscape Architect

role: project manager and lead landscape architect

relevant qualifications: BLA, OALA, FCSLA, MCIP, RPP

years of relevant experience: 28

experience managing work of a similar scope and magnitude:
As both a registered landscape architect and planner, David has uniquely specialized expertise in public realm design. For over 25 years his work has focused on developing innovative strategies and solutions for public realm projects new and existing, urban and suburban, neighbourhoods and districts. David has years of professional experience in Ottawa, and recently completed work on the Ottawa Mobility Study for the City. The Study provides recommendations for transforming the traditional vehicular-dominated streets in the Central Business District into a balanced multi-modal street system that supports the arrival of the LRT. David also serves as the Chair for the City of Ottawa's Urban Design Review Panel.

David is currently leading a team of consultants on the implementation of the West Don Lands Public Realm Master Plan for Waterfront Toronto. This new mixed-use community east of the downtown core will temporarily serve as the 2015 Pan Am Athletes' Village. David was also the lead public realm designer for Regent Park, the Toronto Entertainment District and Liberty Village. He sits on the City of Toronto's Public Art Advisory Committee and Toronto Community Housing Design Review Panel, and has served as a juror for the cities of Toronto, Ottawa, Vaughan, and Brampton's Urban Design Awards programs. David is a Past President of the Ontario Association of Landscape Architects and a Fellow of the Canadian Society of Landscape Architects.

availability: Availability is guaranteed for the duration of the project.

location: Toronto, ON

Michael Ormston-Holloway Associate

role: Michael will be the arborist for the project

relevant qualifications: BSc, MscP, GDHort, MLA, Associate ASLA, ISA Certified Arborist

years of relevant experience: 10

experience managing work of a similar scope and magnitude:

Michael is an Associate with the firm, with expertise in landscape, arboriculture and urban ecology. His background in biological and ecological sciences provides a strong scientific knowledge set that he applies to all TPP projects. With a detailed understanding of the biotic realm of landscape architecture, Michael brings a strong understanding of planting design and ecological systems to his work in the public realm. He has worked on numerous community plans and public realm projects in Toronto and in the US.

Michael's public realm work for TPP includes preparing greening strategies and extensive tree planting plans and innovative construction details for the West Don Lands public realm, including Eastern Avenue, Mill Street, Front Street, Cherry Street and the local streets of the new neighbourhood. Michael has been involved in the development of the lands east of the Don River in Toronto, first as part of the team that won the Lower Don Lands international design competition, and then as part of the team that produced a precinct plan for the North Keating area. He also contributed to urban design guidelines for the proposed community, complete with river restoration strategies, and ecologically progressive landscape treatments and green roofs adjacent to these urban and natural forms. Michael has also worked in municipalities across the province developing public realm greening strategies

availability: Availability is guaranteed for the duration of the project.

location: Toronto, ON

David Mugford

role: Dave will serve as urban design & arboricultural support

relevant qualifications: BLA

years of relevant experience: 4

experience managing work of a similar scope and magnitude:

David has worked in design and city building for over 4 years. He is landscape designer with a professional degree in Landscape Architecture, and an educational background in both plant biology and business. Upon completion of his degree he was awarded the Andre Schwabenbauer Scholarship for excellence in design for projects related to healthy urban forests. Following this, he was awarded the ASLA Honor Award for excellence in Landscape Architecture that demonstrated a high caliber of creativity and work with the expectation of becoming a leader in the profession and in society.

He has professional experience working at a range of scales, from residential design/construction to public streets, parks and community design focusing on healthy tree development and progressive urban forestry strategies. David has gained invaluable experience in the field of arboriculture working alongside Joe Mcleod, ISA Certified Arborist and Michael Ormston-Holloway, ISA Certified Arborist and Urban Ecology professor at the University of Toronto and University of Waterloo. Here he gained invaluable knowledge of the biotic realm of landscape architecture and an infinite passion for trees and their role in our environment.

David strives to integrate innovative and sustainable design solutions to rural, suburban and urban issues with his combined knowledge of landscape architecture, plant biology and working knowledge in arboriculture.

availability: Availability is guaranteed for the duration of the project.

location: Toronto, ON

approach & methodology

approach

Greenberg Consultants Inc. and The Planning Partnership have worked with through a number of significant projects, including the York University Master Plan, the Discovery District Real Estate Strategy and, Markham Parkland. We will build upon this history to successfully achieve Canal District Master Plan that is innovative, viable, and implementable.

Our comprehensive approach is based on a number of key principles that will guide our process and ensure a successful outcome. An efficient study process will be vital to guaranteeing both City and team resources are utilized effectively and that stakeholders and Councillors are engaged in a timely manner so as to allow for meaningful contribution to the project. The principle of efficiency has been used to guide our work plan time line.

Encouraging collaboration among team members, City departments, the land development community, key stakeholders and the public is also a main principle of our approach. Developing a master plan that pursues sustainability is important to the City of Sault Ste. Marie and to our team. Efficient, walkable and safe neighbourhoods that employ innovative approaches to public realm and building design will contribute to healthier communities and will work to enhance the local environment. For guidance on sustainability and other design features, our team will actively research best practices in riverside and waterfront industrial redevelopment in similar contexts. These precedents in new urbanism, active transportation, sustainable communities, complete communities, complete streets, and transit-oriented design will help to foster meaningful conversations with stakeholders. They will also serve as a starting point for a critical evaluation of the principles involved in these practices and how they apply to Sault Ste. Marie, which will help us to envision the future of Sault Ste. Marie's riverside development.

a development framework

Every opportunity should be taken to take advantage of this unique chance to develop linkages and synergies among complementary uses within the band of re-investment ranging from downtown to the Gateway site, the International Bridge Plaza, Riversedge Developments and the Parks Canada Sault Ste. Marie Canal National Historic Site. In light of all the impending changes which will occur in close proximity to one another through independent initiatives on individual sites it would be highly beneficial to prepare a West Downtown Development Framework that would:

- Identify the integrating big moves that could unify the whole area
- Provide a comprehensive overview of the interaction of land use, built form, public realm, mobility + economic and social factors
- Present a concrete visualization of future possibilities
- Guide coordinated public and private investment in achieving an overall vision for the West Downtown

riversedge area

Riversedge presents a microcosm of the larger transformation and a valuable, not to be squandered opportunity to advance all of your planning and economic development goals to the greatest extent possible. It should exemplify the DNA of the larger city building project providing a model or template that can be extended.



development of key guidelines

From the standpoint of Land Use:

- Target areas for particular uses to achieve mix and balance – 24/7
- Set targets for the various components of the mix
- Seek synergistic combinations 1+1+1=5
- Create critical mass early in a focused pattern creating a recognizable "place"
- Seek to provide special one of a kind things in the region while at the same time increasing mix and diversity – getting to a lived-in Downtown
- Improving opportunities for daily shopping and services at street level
- Small scale interesting retail
- Provide a sense of safety – eyes on the street

From the standpoint of Built Form:

- Use existing the remarkable existing sandstone structures to greatest advantage
- Provide a range of new complementary building types
- Use a number of different architects to provide variety
- Create a continuous fabric - filling in gaps and voids
- Seek connectivity – soft edges, tentacles reaching out from the site
- Introduce mid-rise and composite buildings with emphasis at street level
- Break down overly large super-blocks with a finer grain
- Frame and animating public spaces
- Lively street level – transparent and interesting

From the standpoint of Public Realm:

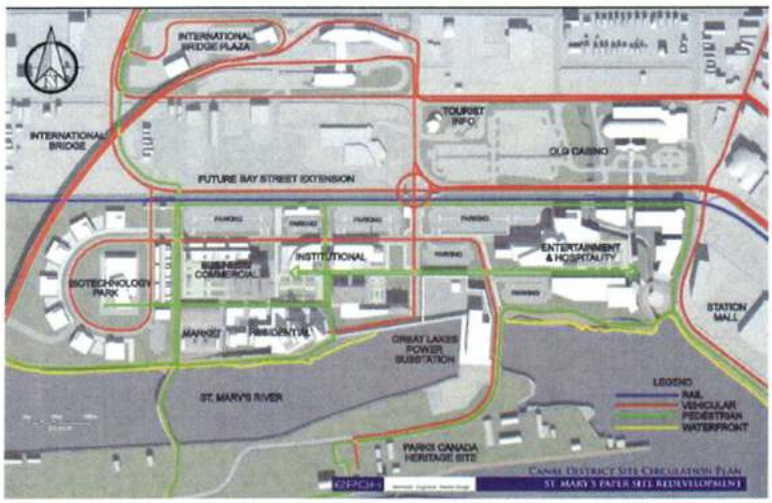
- Capitalize on the riverfront
- Create a 'green setting' on the river
- Add high quality parks, trials, squares and open space
- Support for mixed-use – diverse users
- Animation and programming
- Link existing and proposed but disconnected spaces
- Public realm as a seamlessly interconnected network
- Do not let surface parking dominate or isolate the site
- Make parking 'landscapes' not conventional lots (Granville Island) set up for future development

From the standpoint of Infrastructure/Transportation:

- Accelerate the shift to intermodal mobility
- Transit, cycling, pedestrian priority
- Strong emphasis on grade level
- Form "Complete Streets" setting new standards
- Increased walkability in these new downtown "neighbourhoods"

expanding on existing ideas and moving forward

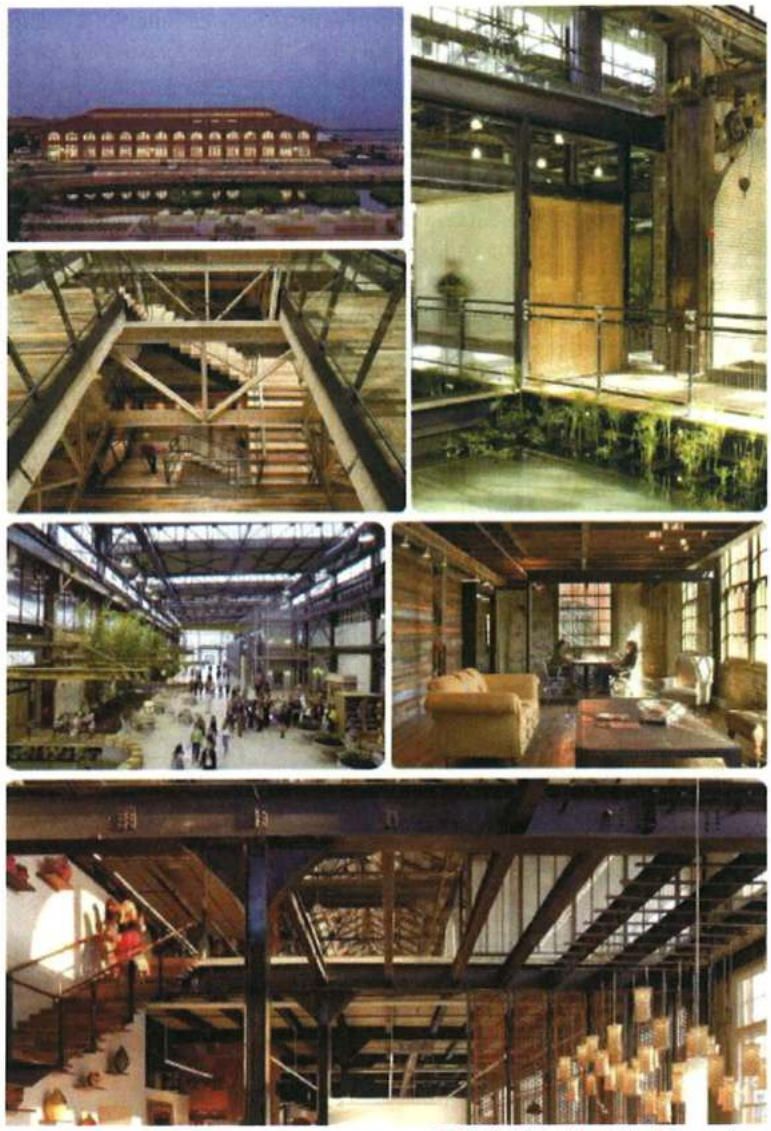
This area will be a work in progress over a number of years. It will evolve and needs to be designed anticipating changing circumstances as the market matures. Each move will lead to others as the bar is raised. The intentions are good and the program includes the potential for a lot of exciting ingredients like including the Destination North and the Train Station, the Board Mill Farmers' Market, waterfront residences, an innovation cluster with the Algoma Conservatory as a key first move. The challenge is how to sequentially deploy these elements on the site to create a lively nucleus that will attract more life (and investment). How to get as many people doing different things and there for different reasons on the sites as possible; to get them to share and use the same public spaces and facilities.



Initial Conceptual Plan By epoh

You do not want to separate these issues too much but arrange diverse uses around a tightly knit public realm which emphasizes pedestrians first but allows for access by other modes. The plan form needs to have a still finer grain. Imagine an environment with finer grained streets (some primarily pedestrian) and small blocks. Think of the Distillery District Plan with its tighter spaces. These protected areas work well in all seasons including winter. What I see on the plans is still a little too spread out – too separated. For example there should be no 'Biotech Park' – but rather an integration with other uses and users. Nor should the residential, the retail or the employment be separated out in their own enclaves. Think of a checkerboard. The heritage resources, those few remaining buildings have a really important role to play in creating place. Also the monumental scale of the industrial waterfront – the locks – as a backdrop. The parking should be designed as an evolving green landscape suggesting 'blocks' for future development– not as 'lots' all on the northern edge creating a barrier but interwoven like Granville Island.

Finally I don't yet see the critical there there. The proposed plan of subdivision seems somewhat conventional and stiff overly isolating the research activities at the west end. I don't see a street spine for retail or a real focus. Nor do I see real park spaces. A really well designed and imageable park or square should be in the first phase, one that everyone would go to and would be shared by students, visitors, workers, residents. There is real potential here to play off the five remarkable historic sandstone buildings with a combination of landscape/streetscape/public gathering spaces and innovate in providing a unique kind of environment that is conducive to pedestrian activity and vitality. This might involve introducing unconventional 'pedestrian-first' streets and lanes and using natural solutions to storm water management with swales and wetlands to create a unique working landscape that expresses the environmental goals of the project. A full Plan of Subdivision might be premature allowing for severances of lots to occur more organically as the plan evolves and uses establish themselves.


Phillidelphia Navy Yard Precedent

phase 1 - information + conceptual options September - October 2013

Objectives

The aim of Part One is to work with City staff to solidify the work plan and agree to the objectives of the project. Our team will collect and review background information to better understand existing conditions and the goals of City. Existing materials and policies will be referenced along with best practices in order to develop a firm working foundation to build upon. These materials will be compiled into a Positioning Report and draft Public Realm Strategy that will outline directives, opportunities, design alternatives and recommendations for discussion.

Tasks

- Background review and analysis for all phases to follow.
- Background review and analysis of Provincial, Regional, Municipal and stakeholder background plans,policies, studies, drawings, technical requirements and streetscape design work already completed. Building on the previous work, we will conduct a detailed Inventory and Mapping through thorough on-site research to allow our team to develop base and existing conditions maps.
- Integrate digital data sets and prepare Base Mapping.
- Review and categorizing of precedents and best practices for public realm design and planning in transitionary neighbourhoods and communities in Canada and beyond.
- Summarize Existing Conditions and Analysis (Streetscape/Open Space Character); Research Best Practices of sustainable streetscape/open space design, transit infrastructure);

Meetings

- Project Initiation Meeting (Mid September) - Meet with City staff to solidify work plan, objectives, approach and deliverables.
- City staff design workshop (Early October) - Based on our background research, we will coordinate our findings with City staff to ensure our strategic direction is in tandem with City intentions and goals through a collaborative working session.
- Stakeholder Interviews (Early October) - We will sit down with stakeholders to gain further insight, and discuss individual questions and concerns.
- City of Sault Ste. Marie Design Review (Early October) - We will demonstrate our findings and strategy for further phases in the form of a Positioning Report to the City of Sault Ste. Marie for discussion and feedback.
- Public Engagement (Late October) - Present our Positioning Report and set of design alternatives at a public open house to generate discussion and feedback to further develop our plan.

Deliverables

- Base Mapping
- Draft Public Realm Strategy (Positioning Report)
- Set of 2-3 Public Realm Alternatives

Assumptions

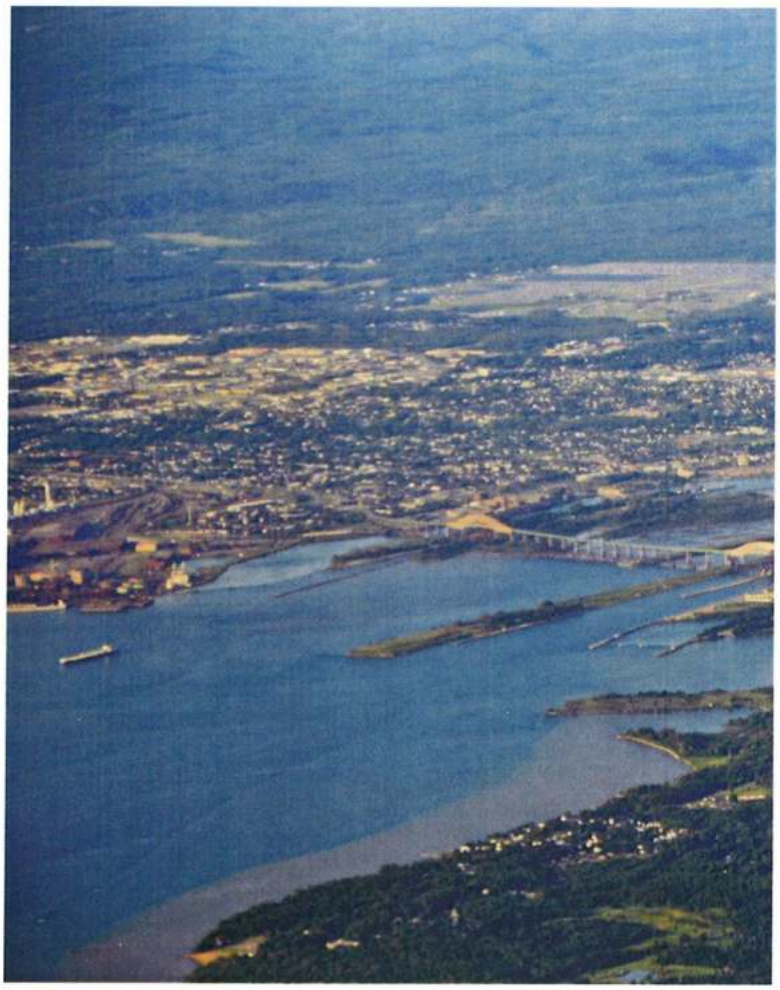
Disbursements include printing, courier, long distance telephone, data/ cell phone charges, travel expenses (gas and mileage), graphic and computer supplies. Expenses will be billed as incurred.

Additional meetings or revisions will be billed as per our per diem hourly rates, once authorized by the client.

We have assumed the digital topographic, legal and site plan information will be provided.

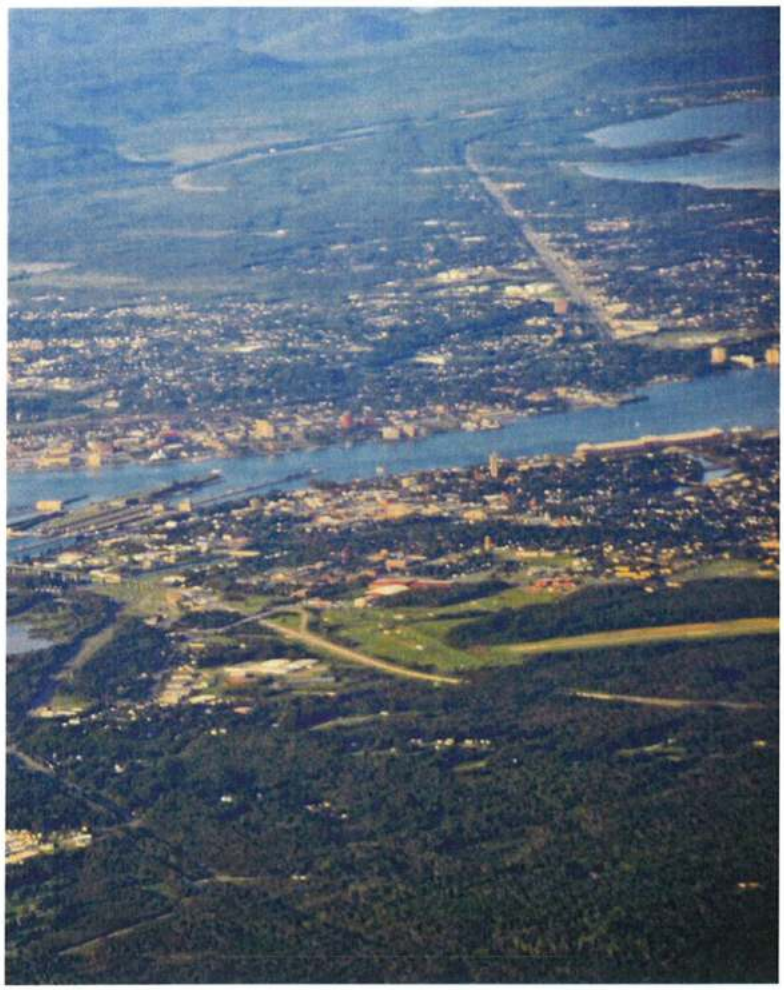
Fees

Estimated fees for Phase 1: $20,000





Canadian National Line From Sault Ste. Marie



Aerial Of Sault Ste. Marie

phase 2 - final master plan report October - November 2013

Objectives

In this phase, the objective is iterative consultation process to develop and refine a draft Public Realm Strategy and conceptual design from the draft Public Realm Vision produced in Phase 1, as well as to develop a draft Streetscape Elements Manual, which will define in greater detail, the various elements that will make up this new Public Realm Strategy. This Manual will include, but not be limited to such elements as site furnishings, lighting, paving, materiality, etc.

Once Phase 1 feedback from the various players has been processed and integrated into our design, we will reconvene with City staff to discuss the revised Public Realm Strategy, and the next cycle of public engagement.

Tasks

- Prepare for the second Public Engagement event, including the production of presentation materials and updating online resources, demonstrating work-to-date, and upcoming meetings and presentations.
- Building on this work, our team will prepare a draft Public Realm Strategy manual that will include our refined Public Realm Plan as well as a draft Streetscape Elements Pallette/Manual.

Meetings

- Coordination Meeting (Mid November) - Meet with City staff to discuss refined Public Realm Strategy and discuss the second phase of stakeholder and public engagement.
- Stakeholder Interviews (Late November) - Discuss refined Public Realm Strategy and gain feedback.
- Public Engagement (Late November) - Present our rrefined Public Realm Strategy at a public open house to generate discussion and feedback to further develop our plan.

Deliverables

- Summary of Public Engagement
- Refined Public Realm Strategy & Plan
- Draft Design Elements and Implementation Plan
- Draft Order of Magnitude Costing

Assumptions

Disbursements include printing, courier, long distance telephone, data/ cell phone charges, travel expenses (gas and mileage), graphic and computer supplies. Expenses will be billed as incurred.

Additional meetings or revisions will be billed as per our per diem hourly rates, once authorized by the client.

We have assumed the digital topographic, legal and site plan information will be provided.

Fees

Estimated fees for Phase 1: $20,000

The Planning Partnership

Urban Design . Landscape Architecture . Planning . Communications

Attn: Don McConnel & Tom Dobbs
Planning Director
City of Sault Ste. Marie

July 30, 2013

Re: Proposal Approval

If this proposal meets with your approval. Please sign and date a copy of this letter, return it to us and retain the original for your records. Should you have any questions or require further clarification, please feel free to contact either Ken Greenberg or David Leinster.

We would like to thank you again for this opportunity and look forward to commencing work in earnest.

FORM OF AGREEMENT:
Accepted:

_____
Date of Acceptance

_____
Debbie Amaroso, Mayor
City of Sault Ste. Marie

_____
Malcolm White, City Clerk
City of Sault Ste. Marie

_____
Ken Greenberg, Greenberg Consultants Inc.

_____
David Leinster, The Planning Partnership