

AGENDA

REGULAR MEETING OF CITY COUNCIL

2013 11 04

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover: Councillor F. Fata

Seconder: Councillor S. Myers

Resolved that the Minutes of the Regular Council Meeting of 2013 10 21 be approved.

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

3. APPROVE AGENDA AS PRESENTED

Mover: Councillor F. Fata

Seconder: Councillor T. Sheehan

Resolved that the Agenda for 2013 11 04 City Council meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- a) John McLaughlin, Chairman of the Spiritual Assembly of Baha'i of Sault Ste. Marie will be in attendance concerning proclamation – Baha'i Unity and Diversity Week.
- b) Jeff Arbus, Regional Vice-President, North East Ontario, Ontario Public Service Employees Union will be in attendance concerning proclamation – Community Social Service Workers Appreciation Day.
- c) Larry Knapp will be in attendance concerning agenda item 7.(c).
- d) Don Maki, Chief Building Official, Gary Schryer, Senior Plans Examiner and Frank Bentrovato, Building Inspector; Engineering and Planning Department will be in attendance concerning best practice presentation – Building Permit Tracking.

PART ONE – CONSENT AGENDA

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

Mover: Councillor M. Bruni

Seconder: Councillor S. Myers

Resolved that all the items listed under date 2013 11 04 – Part One – Consent Agenda be approved as recommended.

- a) Correspondence from the Honourable David Oraziotti, Minister of Natural Resources concerning *Endangered Species Act* is attached for the information of Council.
- b) Correspondence from Algoma Public Health concerning a personnel related issue is attached for the information of Council.
- c) Correspondence requesting permission for private property liquor license extension is attached for the consideration of Council.

Mover: Councillor M. Bruni

Seconder: Councillor T. Sheehan

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 date and time:

Loplops Gallery Lounge

651 Queen St. E.

Moonlight Magic

Thursday, November 21 – from 5:30 p.m. to 11:00 p.m.

d) 2013 Rotary Santa Claus Parade

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

- Bay Street from East Street to Pim Street from 5:00 p.m. to 6:30 p.m.; and
- Pim Street to Queen Street East from 5:00 p.m. to 6:30 p.m.; and
- Queen Street East from Pim Street to Gore Street from 5:30 p.m. to 7:30 p.m.

in conjunction with the 2013 Santa Claus Parade on November 23, 2013.

The relevant By-law 2013-205 is listed under Item 10 of the Agenda and will be read with all other by-laws under that item.

e) Moonlight Magic

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

- On Queen Street East from Pim Street to Dennis Street from 5:30 p.m. to 11:00 p.m. in conjunction with Moonlight Magic – November 21, 2013.

The relevant By-law 2013-206 is listed under Item 10 of the Agenda and will be read with all other by-laws under that item.

f) **Staff Travel**

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

Mover: Councillor F. Fata

Seconder: Councillor S. Myers

Resolved that the report of the Chief Administrative Officer dated 2013 11 04 concerning Staff Travel requests be approved as requested.

g) **Proposed Federal Legislation – Amalgamation of International Bridges**

A report of the Chief Administrative Officer and correspondence from The Federal Bridge Corporation Limited is attached for the consideration of Council.

Mover: Councillor F. Fata

Seconder: Councillor T. Sheehan

Resolved that the report of the Chief Administrative Officer dated 2013 11 04 concerning proposed federal legislation that would amalgamate operations of Sault Ste. Marie International Bridge with Blue Water Bridge in Point Edward and the Cornwall International Bridge be received as information and that Council of the City of Sault Ste. Marie support the resolution passed by the Board of the St. Mary's River Bridge Company on October 28, 2013 regarding proposed federal Bill C-4; further that copies of this resolution be sent to the federal Minister of Transport and Sault Ste. Marie MP Bryan Hayes.

h) **Retirement of Commissioner of Human Resources**

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

Mover: Councillor M. Bruni

Seconder: Councillor S. Myers

Resolved that the report of the Chief Administrative Officer dated 2013 11 04 concerning Retirement of John Luszka as Commissioner of Human Resources and Appointment of Peter Niro as his successor be received and the recommendation to fill the vacancy of the position of Commissioner of Human Resources by appointment be approved.

The relevant by-law 2013-192 is listed under item 10 of the Agenda and will be read with all other by-laws under that item.

i) **Property Tax Appeals**

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

Mover: Councillor M. Bruni
Seconded: Councillor T. Sheehan

Resolved that the report of the City Tax Collector dated 2013 11 04 pursuant to Section 357 and 358 of the *Municipal Act 2001* be approved and that the tax records be amended accordingly.

j) 2012 Results Under the Municipal Performance Measurement Program

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

The document Municipal Performance Measurement Program 2012 results is attached under separate cover.

Mover: Councillor F. Fata
Seconded: Councillor S. Myers

Resolved that the report of the Manager of Audits and Capital Planning concerning 2012 results under the Municipal Performance Measurement Program be received as information.

k) Nine Month Financial Report

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

Mover: Councillor F. Fata
Seconded: Councillor T. Sheehan

Resolved that the report of the Manager of Finance and Budgets dated 2013 11 04 concerning Nine Month Financial Report to September 30, 2013 be received as information.

l) Local Immigration Partnership

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

The relevant By-law 2013-202 is listed under Item 10 of the Agenda and will be read with all other by-laws under that item.

m) Amount of Outdoor Recreation Space in Sault Ste. Marie

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

Mover: Councillor M. Bruni
Seconded: Councillor S. Myers

Resolved that the report of the Commissioner of Community Services dated 2013 11 04 concerning Amount of Outdoor Recreation Space in Sault Ste. Marie be received as information.

n) **Walk of Fame Update**

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

Mover: Councillor M. Bruni

Seconder: Councillor T. Sheehan

Resolved that the report of the Commissioner of Community Services dated 2013 11 04 concerning Walk of Fame Update be received as information.

o) **Contract 2013-11E – Fermented Sludge Recycle**

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

The relevant By-law 2013-194 is listed under Item 10 of the Agenda and will be read with all other by-laws under that item.

p) **Repairs to Bridges and Culverts – September 9-10, 2013 Flooding**

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

Mover: Councillor F. Fata

Seconder: Councillor S. Myers

Resolved that due to damage to municipal bridges and culverts as a result of the September 9 – 10, 2013 flooding:

- The majority of the 2013 \$2.5M capital budget for bridges and aqueducts be applied to the bridge structural and scour repairs to bridges No 8, Allen's Side Road, No. 10, Fourth Line, No 31, Old Goulais Bay Road, No. 7, Old Garden River Road, No. 1, Great Northern Road, as well as scour and erosion issues on several other bridges and culverts;
- Avery Construction be authorized to proceed with repairs to Bridge No. 8 on Fourth Line at a cost of \$168,794;
- Belanger Construction be authorized to proceed with the temporary bypass bridge to facilitate repairs to Bridge No. 31 on Old Goulais Bay Road at a cost of \$86,895;
- Avery Construction be authorized to proceed with complete reconstruction of Bridge No. 10 on Allen's Side Road at a cost of \$368,313;
- Palmer Construction Group be authorized to complete repairs to the Rosedale ravine box culvert for a cost of \$55,000;
- Tulloch Engineering be retained through an engineering agreement for design and construction administration for bridge and box culvert repairs for an estimated fee of \$185,000;

- STEM Engineering be authorized to provide engineering design and construction administration for repairs to the Rosedale ravine box culvert for an estimated fee of \$5,000;
- the City's \$20,000 share of the cost of new orthophotography in 2014 be covered under this capital budget; and that

the Engineering Division report back to Council for approval of remaining components when more detailed costs are known.

q) Solar Photovoltaic FIT Applications

A report of the Environmental Initiatives Co-ordinator is attached for the consideration of Council.

The relevant By-law 2013-203 appears under Item 10 of the Agenda authorizing eight municipal council support resolutions and will be read with all other by-laws under that item.

Mover: Councillor F. Fata

Seconder: Councillor S. Myers

Resolved that the report of the Environmental Initiatives Co-ordinator dated 2013 11 04 concerning Solar Photovoltaic FIT Applications be received as information.

r) Licence of Occupation of City Property – 160 Kehoe Avenue

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

The relevant By-law 2013-195 is listed under item 10 of the Agenda and will be read with all other by-laws under that item.

s) Lane Closing Application – Cornwall and York Subdivision, Plan 703

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

The relevant By-laws 2013-190 and 2013-191 appear under item 10 of Agenda and will be read with all other by-laws under that item.

t) Hub Trail Third Line Parking Lot

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

Mover: Councillor F. Fata

Seconder: Councillor T. Sheehan

Resolved that the report of the Planning Division dated 2013 11 04 concerning Hub Trail Third Line Parking Lot be received as information and that funding for this project be referred to the 2014 Budget (Supplementary).

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

(1) ADMINISTRATION

(2) COMMUNITY SERVICES DEPARTMENT

(3) ENGINEERING

(4) FIRE

(5) LEGAL

(6) PLANNING

a) Application No. A-21-13-OP – filed by Steven Roberts – 1325 Old Garden River Road

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

Mover: Councillor M. Bruni

Seconder: Councillor S. Myers

Resolved that the report of the Planning Division dated 2013 11 04 concerning Application No. A-21-13-OP – filed by Steven Roberts – 1325 Old Garden River Road be received and that City Council postpone this application until such time as the current Rural Area Severance Policies can be reviewed and that City Council refer the Rural Area Severance Policy Review to the Planning Advisory Committee.

b) Application No. A-25-13-Z – filed by McRain Developments Inc. – 219 Industrial Park Crescent

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

Mover: Councillor M. Bruni

Seconder: Councillor T. Sheehan

Resolved that the report of the Planning Division dated 2013 11 04 concerning Application No. A-25-13-Z – filed by McRain Developments Inc. – 219 Industrial Park Crescent be received and that City Council rezones the subject property from "M2" (Medium Industrial Zone) to "M2.S" (Medium Industrial Zone with a Special Exception) to permit a crematorium in addition to the uses permitted in an "M2" Zone.

Mover: Councillor F. Fata

Seconder: Councillor S. Myers

Resolved that Application No. A-25-13-Z – filed by McRain Developments Inc. – 219 Industrial Park Crescent be postponed indefinitely at the request of the applicant.

(7) PUBLIC WORKS AND TRANSPORTATION

(8) BOARDS AND COMMITTEES

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

- a) Mover: Councillor P. Christian
Second: Councillor S. Butland

Whereas municipalities across Ontario continue to pay increased public liability insurance premiums; and

Whereas municipalities across Ontario continue to shoulder the lion's share of higher court awards for injury claims; and

Whereas fewer insurance companies are willing to underwrite municipal liability insurance policies as a result of these escalating costs which in turn will likely mean even higher insurance premiums as a result of limited competition; and

Whereas the Association of Municipalities of Ontario is leading the fight to have legislative changes enacted that would address these escalating insurance costs.

Now Therefore Be It Resolved that City Council support the Association of Municipalities of Ontario in its efforts to seek joint and several liability reform in Ontario and calls on the Provincial Government to pursue much needed changes to the *Negligence Act*.

- b) Mover: Councillor R. Niro
Second: Councillor S. Myers

Whereas a stable and secure housing system that creates and maintains jobs and allows for a range of living options is essential to attracting new workers, meeting the needs of young families and supporting seniors and our most vulnerable citizens; and

Whereas the high cost of housing is the most urgent financial issue facing Canadians with one in four people paying more than they can afford for housing, and mortgage debt held by Canadians now standing at just over \$1.1 trillion; and

Whereas housing costs and, as the Bank of Canada notes, household debt, are undermining Canadians' personal financial security, while putting our national economy at risk; and

Whereas those who cannot afford to purchase a home rely on the short supply of rental units, which is driving up rental costs and making it hard to house workers in regions experiencing strong economic activity; and

Whereas an inadequate supply of subsidized housing for those in need is pushing some of the most vulnerable Canadians on to the street, while \$1.7 billion annually in federal investments in social housing have begun to expire; and

Whereas co-ordinated action is required to prevent housing issues from being offloaded onto local governments and align the steps local governments have

already taken with regard to federal/provincial/territorial programs and policies;
and

Whereas the Federation of Canadian Municipalities (FCM) has launched a housing campaign, "*Fixing Canada's Housing Crunch*," calling on the federal government to increase housing options for Canadians and to work with all orders of government to develop a long-term plan for Canada's housing future;
and

Whereas FCM has asked its member municipalities to pass a council resolution supporting the campaign; and

Whereas our community has continuing housing needs, such as safe, secure and affordable housing for low income community members and accessible housing units, that can only be met through the kind of long-term planning and investment made possible by federal leadership;

Therefore Be It Resolved that Council of the City of Sault Ste. Marie endorses the FCM housing campaign and urges the Minister of Employment and Social Development to develop a long-term plan for housing that puts core investments on solid ground, increases predictability, protects Canadians from the planned expiry of \$1.7 billion in social housing agreements and ensures a healthy stock of affordable rental housing for Canadians.

Be It Further Resolved that a copy of this resolution be sent to the federal Minister of Employment and Social Development, to the Minister of Municipal Affairs, to Sault Ste. Marie Member of Parliament Bryan Hayes, to the Federation of Canadian Municipalities and to the Algoma District Municipal Association.

c) Mover: Councillor S. Myers

Seconder: Councillor T. Sheehan

Whereas City Council has received a local improvement petition requesting the installation of a sidewalk on the south side of MacDonald Avenue in front of civic numbers 303 and 313 MacDonald Avenue known as Parkview and Pinecrest condominiums; and

Whereas this sidewalk is being requested to provide a safe and accessible walkway year round;

Now Therefore Be It Resolved that this sidewalk request be approved for construction in 2014.

d) Mover: Councillor S. Myers

Seconder: Councillor L. Turco

Whereas the current rate of mileage reimbursement for Ontario Disability Support Program (ODSP) clients is \$0.185 per km. and most of the time falls short of covering the cost of gas; and

Whereas this rate has not been reviewed in many years even though the cost of gas has risen substantially in recent years; and

Whereas this shortfall has caused further hardship to many in our community who are in need of this assistance;

Now Therefore Be It Resolved that this matter be referred to the Sault Ste. Marie and Area District Social Services Administration Board for review and recommendations around possible solutions.

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

9. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

10. CONSIDERATION AND PASSING OF BY-LAWS

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

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that all by-laws listed under Item 10 of the AGENDA under date 2013 11 04 be approved.

AGREEMENTS

a) 2013-194

A by-law to authorize execution of a contract between the City and McLeod Bros. Mechanical Inc. for the Fermented Sludge Recycle project at the East End Wastewater Treatment Plant and to authorize the contingency value for McLeod Bros. Mechanical Inc. be increased from Three Thousand (\$3,000.00) Dollars to Ten Thousand (\$10,000.00) Dollars for a total value of Fifty Two Thousand Eight Hundred and Fifty-Two (\$52,852.36) Dollars and Thirty-Six Cents (including HST) (Contract 2013-11E).

A report from the Land Development and Environmental Engineer is on the agenda.

b) 2013-195

A by-law to authorize an agreement between the City and Beverley Pearce as Licencee to permit an accessibility ramp to be placed on the Kehoe Avenue boulevard in front of the Licencee's property at 160 Kehoe Avenue.

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

c) 2013-202

A by-law to authorize the execution of a Local Immigration Partnership Contribution Agreement Amendment between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of Citizenship, Immigration and Multiculturalism for the continuation of Sault Ste. Marie's Local Immigration Partnership region development for the time period of October, 2013 to March 31, 2014.

A report from the Local Immigration Program Coordinator is on the agenda.

APPOINTMENT

d) 2013-192

A by-law to appoint Peter Niro as Commissioner of Human Resources effective March 1, 2014 and to repeal By-law 95-156.

A report from the Chief Administrative Officer is on the agenda.

DEVELOPMENT CONTROL

e) 2013-189

A by-law to designate the lands located at 609 Shafer Avenue an area of site plan control (624 Wellington West Inc.).

LANE ASSUMPTION

f) 2013-190

A by-law to assume for public use and establish as a public lane, a lane in the Cornwall & York Subdivision, Plan 703.

A report from the City Solicitor is on the agenda.

RESOLUTIONS

h) 2013-203

A by-law to authorize the execution of eight (8) Municipal Council Support Resolutions to support eight (8) solar photovoltaic Feed-In-Tariff (FIT) applications being submitted to the Ontario Power Authority Feed-In-Tariff Program.

A report from the Environmental Initiatives Coordinator is on the agenda.

STREET ASSUMPTION

i) 2013-201

A by-law to assume for public use and establish as public streets various parcels of land conveyed to the City.

TEMPORARY STREET CLOSINGS

j) 2013-205

A by-law to permit the temporary closing of various streets to facilitate the annual Rotary Santa Claus parade on November 23, 2013.

k) 2013-206

A by-law to permit the temporary closing of Queen Street from Pim Street to Dennis Street on the 21st day of November, 2013 from 5:30 p.m. to 11:00 p.m.

TRAFFIC

l) 2013-193

A by-law to amend Schedules "A, E, F, G, H, K, O, P, and W" of Traffic By-law 77-200.

Approved by Council resolution on October 21, 2013.

ZONING

m) 2013-187

A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 633 Wallace Terrace (Destiny Christian Centre Algoma).

n) 2013-188

A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 609 Shafer Avenue (624 Wellington West Inc.).

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

LANE CLOSING

o) 2013-191

A by-law to stop up, close and authorize the conveyance of a lane in the Cornwall & York Subdivision, Plan 703.

LOCAL IMPROVEMENTS

p) 2013-197

A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on London Street from North Street to Tancred Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

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

q) 2013-198

A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on March Street from Queen Street East to Wellington Street East under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

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

r) 2013-199

A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on St. Andrew's Terrace from John Street to North Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

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

s) **2013-200**

A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Forest Avenue from The Crescent to Simpson Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

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

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

12. ADDENDUM TO THE AGENDA

13. ADJOURNMENT

Mover: Councillor M. Bruni

Seconder: Councillor T. Sheehan

Resolved that this Council now adjourn.

MINUTES

REGULAR MEETING OF CITY COUNCIL

2013 10 21

4:30 P.M.

COUNCIL CHAMBERS

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

Absent: Councillor F. Manzo (illness)

Officials: J. Fratesi, R. Tyczinski, N. Kenny, L. Girardi, N. Apostle, B. Freiburger, J. Dolcetti, S. Turco, M. Zuppa, M. Provenzano, J. Cain, F. Brescacin, S. Turco, S. Muncaster, F. Coccimiglio

1. ADOPTION OF MINUTES

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that the Minutes of the Regular Council Meeting of 2013 10 07 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 L. Turco

Seconded by: Councillor B. Watkins

Resolved that the Agenda and Addendum #1 for 2013 10 21 City Council meeting as presented be approved. CARRIED

4. DELEGATIONS/PROCLAMATIONS

- a) Chris Rous, Chair – Cultural Advisory Board was in attendance to introduce Michael Hennessy, Russell Mason and Greg Ryckman winners of the 2012 Cultural Advisory Board Community Recognition Award.
- b) Madison Zuppa, Environmental Initiatives Coordinator and Sarah Muncaster, Environmental Special Projects Intern – Engineering and Planning Department were in attendance concerning proclamation – Waste Reduction Week.
- c) Courtney Dubas, Special Events Coordinator, Ontario Lung Association was in attendance concerning proclamation – Lung Month.
- d) Denise Lafontaine – English as a Second Language Instructor was in attendance concerning proclamation – English as a Second Language Week.
- e) Dr. Gayle Broad, Research Director – NORDIK was in attendance concerning the project “Animating the John Rowswell Hub Trail”.
- f) Allen Hackett, Project Co-ordinator Action for Community Change was in attendance concerning agenda item 5.(f).
- g) Mike Nadeau, Commissioner of Social Services was in attendance to present the department’s 2013 budget and year-to-date financial information concerning agenda item 6.(1)(a).
- h) Nick Apostle, Commissioner of Community Services was in attendance concerning agenda item 5.(o).
- i) Carlo Gervasi (applicant) and Mark Lepore (the applicant’s solicitor) were in attendance concerning agenda item 6.(6)(b).
- j) Robert Quinlan, Destiny Christian Centre (applicant) was in attendance concerning agenda item 6.(6)(c).
- k) Annette Wishman (1171 Old Garden River Road), Joanne Cain (845 Fourth Line E.) and Mark Milito (856 Fourth Line E.) were in attendance concerning agenda item 5.(i).

PART ONE – CONSENT AGENDA

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

Moved by: Councillor R. Niro

Seconded by: Councillor P. Mick

Resolved that all the items listed under date 2013 10 21 – Part One – Consent Agenda be approved as recommended save and except agenda items 5.(i), 5.(n), 5.(o) and 5.(x).

- a) Correspondence from AMO was received by Council.
- b) Correspondence from the Minister of Municipal Affairs and Housing concerning Council's recent resolution regarding the Ontario Disaster Relief Assistance Program (ODRAP) was received by Council.
- c) Correspondence from the Minister of Rural Affairs concerning the Small, Rural and Northern Municipal Infrastructure Fund was received by Council.
- d) Correspondence from Canada Post concerning a change to local mail processing was received by Council.

Moved by: Councillor T. Sheehan

Seconded by: Councillor S. Myers

Whereas the federal government will look at how it handles public postal services with a review of the Canadian Postal Service Charter in 2014; and

Whereas Canada Post is preparing for the review by campaigning for major service cuts; and

Whereas Canada Post has already dramatically cut service by closing or downsizing public post offices, eliminating rural mailbox delivery and removing street letter collection boxes; and

Whereas Canada Post and the federal government should do everything in its power to prevent additional cuts during the upcoming review, and instead deal with financial issues by adding revenue-generating services like many other post offices around the world, including lucrative financial services like bill payments, insurance and banking;

Now Therefore Be It Resolved that the City of Sault Ste. Marie write a letter to the Minister responsible for Canada Post to request that the government consider innovative ways to generate postal revenue during the Charter review, including financial services like bill payments, insurance and banking.

- e) A letter of request for a temporary street closing was received by Council.
 - On St. Mary's River Drive (Walmart to Sears) in conjunction with the Station Mall 40th Anniversary – November 1, 2013.

The relevant By-law 2013-185 is listed under Item 10 of the Minutes.

- f) A copy of the United Way report Action for Community Change was received by Council.
- g) The updated Outstanding Council Resolutions list was received by Council.
- h) **Staff Travel**
The report of the Chief Administrative Officer was received by Council.

Moved by: Councillor R. Niro
Seconded by: Councillor B. Watkins
Resolved that the report of the Chief Administrative Officer dated 2013 10 21 concerning Staff Travel requests be approved as requested. CARRIED

i) **Flood of September 9-10, 2013**

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

Moved by: Councillor L. Turco
Seconded by: Councillor P. Mick
Resolved that the report of the Chief Administrative Officer dated 2013 10 21 concerning Flood of September 9-10, 2013 be received as information. CARRIED

j) **2011-2014 Strategic Plan – Progress Report**

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

Moved by: Councillor L. Turco
Seconded by: Councillor B. Watkins
Resolved that the report of the Deputy City Clerk and Manager of Quality Improvement dated 2013 10 21 concerning 2011-2014 Strategic Plan – Progress Report be received as information. CARRIED

k) **Ombudsman Report**

The report of the City Clerk was received by Council.

Moved by: Councillor R. Niro
Seconded by: Councillor P. Mick
Resolved that the report of the City Clerk dated 2013 10 21 concerning Ombudsman Report be received as information. CARRIED

l) **Public Budget Input Sessions**

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

Moved by: Councillor R. Niro
Seconded by: Councillor B. Watkins
Resolved that the report of the Commissioner of Finance and Treasurer dated 2013 10 21 concerning Public Budget Input Sessions be received as information. CARRIED

m) **Municipal Capital Facilities Exemption Request – John Rhodes Community Centre and Sault Ste. Marie Gymnastics Club – 280 Elizabeth Street**

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

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that the report of the Commissioner of Finance and Treasurer dated 2013 10 21 concerning the request for a Capital Facilities Exemption from taxation for the area in the John Rhodes Community Centre utilized by the Sault Ste. Marie Gymnastics Club be received as information and the recommendation that the City Tax Collector provide a report to Council at a future date once MPAC has reviewed and approved a Capital Facilities Agreement for the John Rhodes Centre be approved. CARRIED

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

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Whereas section 110 of the *Municipal Act, 2001* S.O. c.25 as amended authorizes a municipality to enter into a Municipal Capital Facilities agreement; and

Whereas section 110(6) of the *Municipal Act, 2001* authorizes a municipality to exempt all or part of a municipal capital facility from taxes levied for municipal and school purposes; and

Whereas the agreement between The Corporation of the City of Sault Ste. Marie and the Sault Ste. Marie Gymnastic Club dated October 21, 2013 declared portions of the John Rhodes Community Centre located at 280 Elizabeth Street, identified as assessment roll number 57-61-010-001-081-00-0000 as a municipal capital facility for sports and entertainment purposes for the public; and

Whereas the Council of The Corporation of the City of Sault Ste. Marie enacted By-law 2013-179 on October 21, 2013, exempting portions of the John Rhodes Community Centre located at 280 Elizabeth Street from taxation for municipal and school purposes for the lands and municipal capital facilities located thereon; and

Whereas section 6(1)(b) of O. Reg. 603/06 authorizes the said taxation exemption for Municipal Capital Facilities only where the municipal council declares such Municipal Capital Facilities for public use;

Now Therefore Be It Resolved that Council declare the property in the City of Sault Ste. Marie known as the John Rhodes Community Centre, located at 280 Elizabeth Street, except:

- (i) The "Pro Shop #101" and the "Room" located west of the area marked Lobby #102 as marked and identified on the "Overall Ground Floor Plan" attached as Schedule "A"; and
- (ii) The "Lounge Area #215" as marked and identified on the "Overall Second Floor Plan" attached as Schedule "B",

is for the purpose of the municipality and is for public use. CARRIED

The relevant By-laws 2013-178 and 2013-179 are listed under Item 10 of the Minutes.

n) **Physician Recruitment Supplementary Funding Request**

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

Moved by: Councillor L. Turco

Seconded by: Councillor B. Watkins

Resolved that the report of the Commissioner of Finance and Treasurer dated 2013 10 21 concerning a supplementary funding request for physician recruitment be received and that Council approve additional incentive payments of \$200,00 for the 2013 Physician Recruitment Program to March 31, 2014 with funding from the Hospital Reserve Fund. CARRIED

o) **Parks and Recreation Master Plan Update**

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

Moved by: Councillor R. Niro

Seconded by: Councillor P. Mick

Resolved that the report of the Commissioner of Community Services dated 2013 10 21 concerning Parks and Recreation Master Plan Update be received as information. CARRIED

p) **Green Committee Supports Waste Reduction Week**

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

Moved by: Councillor R. Niro

Seconded by: Councillor B. Watkins

Resolved that the report of the Environmental Initiative Coordinator dated 2013 10 21 concerning Green Committee Supports Waste Reduction Week be received as information. CARRIED

q) **Restoration of Lawns and Boulevards on Capital Construction Projects**

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

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that the report of the Design and Construction Engineer dated 2013 10 21 concerning Restoration of Lawns and Boulevards on Capital Construction Projects be received as information. CARRIED

r) **MIII Funding Application – Second Line Widening Phase II**

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

Moved by: Councillor L. Turco

Seconded by: Councillor B. Watkins

Resolved that the report of the Director of Engineering Services dated 2013 10 21 concerning MIII Funding Application – Second Line Widening Phase II be

received and that Council endorse an MII application for the second phase of the widening of Second Line from Pine Street east to the bottom of the hill and that:

- the information in the Expression of Interest is factually accurate; and that
- the City will have, by December 31, 2013, a comprehensive asset management plan that includes all of the information and analysis described in *Building Together: Guide for Municipal Asset Management Plans*; and
- the comprehensive asset management plan will be publicly available, including online, by May 30, 2014; and
- the project put forward in this application will be completed by December 31, 2015. CARRIED

s) **Pedestrian Bridge No. 1 Replacement – Over Clark Creek Between Drake and Gravelle Streets**

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

The relevant By-law 2013-184 is listed under Item 10 of the Minutes.

t) **Contract 2013-1E – Queen Street East Reconstruction – Revision to Contract Limits**

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

Moved by: Councillor R. Niro

Seconded by: Councillor P. Mick

Resolved that the report of the Design and Construction Engineer dated 2013 10 21 concerning Contract 2013-1E – Queen Street East Reconstruction – Revision to Contract Limits be received as information. CARRIED

u) **Single Lane Bridge Rehabilitation – Four Shared Bridges with Prince – Environmental Assessment Notice of Completion**

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

Moved by: Councillor R. Niro

Seconded by: Councillor B. Watkins

Resolved that the report of the Director of Engineering Services dated 2013 10 21 concerning Single Lane Bridge Rehabilitation – Four Shared Bridges with Prince – Environmental Assessment Notice of Completion be received as information. CARRIED

v) **Rental Housing Community Improvement Plan – By-law 2013-168**

The report of the City Solicitor was received by Council.

Moved by: Councillor L. Turco

Seconded by: Councillor B. Watkins

Resolved that the report of the City Solicitor dated 2013 10 21 concerning Rental Housing Community Improvement Plan – By-law 2013-168 be received as information. CARRIED

w) **12 Cottage Lane – Licence Agreement**

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

The relevant By-law 2013-180 is listed under Item 10 of the Minutes.

x) **Waterway Jurisdiction**

The report of the City Solicitor was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor P. Mick

Resolved that the report of the City Solicitor dated 2013 10 21 concerning Waterway Jurisdiction be received as information. CARRIED

y) **Amendments to By-law 77-200 – Traffic By-law**

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

Moved by: Councillor R. Niro

Seconded by: Councillor B. Watkins

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2013 10 21 concerning Traffic By-law Amendments be accepted and the recommendation that the outlined amendments be brought in by-law form to a future meeting of Council be approved. CARRIED

z) **Request for Traffic Light at Intersection of Kohler Street and Queen Street**

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

Moved by: Councillor L. Turco

Seconded by: Councillor P. Mick

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2013 10 21 concerning Request for Traffic Light at Intersection of Kohler Street and Queen be received as information. CARRIED

aa) **Request for Review of Parking Requirements on Kohler and Simpson Streets, Leo, McGregor and Riverview Avenue**

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

Moved by: Councillor L. Turco

Seconded by: Councillor B. Watkins

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2013 10 21 concerning Request for Review of Parking Requirements on Kohler and Simpson Streets, Leo, McGregor and Riverview Avenue be received as information. CARRIED

bb) 2013 Community Development Award – Skeggs Paciocco Lawyers – 819 Queen Street East

The report of the Planning Department was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor P. Mick

Resolved that the report of the Planning Division dated 2013 10 21 concerning the 2013 Community Development Award – Skeggs Paciocco Lawyers – 819 Queen Street East be received and that City Council award the 2013 Community Development Award to Skeggs Paciocco Lawyers, located at 819 Queen Street East. CARRIED

cc) Correspondence from CUPW•STTP was received by Council.

dd) Correspondence from Ontario Lottery and Gaming advising that the quarterly payment of the 5% allocation from July 1, 2013 to September 30, 2013 is \$356,567 was received by Council.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

(1) ADMINISTRATION

a) Social Services Budget Updates

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

Moved by: Councillor L. Turco

Seconded by: Councillor B. Watkins

Resolved that the report of the Commissioner of Social Services dated 2013 06 14 concerning Social Services Budget Update be received as information. CARRIED

(2) COMMUNITY SERVICES DEPARTMENT

(3) ENGINEERING

(4) FIRE

(5) LEGAL

(6) PLANNING

a) Application No. A-22-13-Z – filed by Rita Marie Sopha – 23 Ferris Ave.

The report of the Planning Division was received by Council.

Moved by: Councillor R. Niro
Seconded by: Councillor B. Watkins
Resolved that the report of the Planning Division dated 2013 10 21 concerning Application No. A-22-13-Z – filed by Rita Marie Sopha – 23 Ferris Avenue be received and that City Council postpone this application to their November 18, 2013 meeting. CARRIED

- b) **Application No. A-23-13-Z – filed by 624 Wellington St. West Inc. c/o Carlo Gervasi – 609 Shafer Ave.**

The report of the Planning Division was received by Council.

Moved by: Councillor L. Turco
Seconded by: Councillor P. Mick
Resolved that the report of the Planning Division dated 2013 10 21 concerning Application No. A-23-13-Z – filed by 624 Wellington St. West Inc. – 609 Shafer Avenue be received and that City Council approve the rezoning of the subject property, from "R2" (Single Detached Residential) zone to "R2.S" (Single Detached Residential zone with a Special Exception) to permit a cold storage building and refuse bins to be located on the property, subject to the five (5) conditions contained in the report. CARRIED

- c) **Application No. A-24-13-Z – filed by Destiny Christian Centre (Algoma) – 633 Wallace Terrace**

The report of the Planning Division was received by Council.

Moved by: Councillor L. Turco
Seconded by: Councillor B. Watkins

Resolved that the report of the Planning Division dated 2013 10 21 concerning Application No. A-24-13-Z – filed by Destiny Christian Centre Algoma – 633 Wallace Terrace be received and that City Council approve this application and rezone the subject property from "C4" (General Commercial) zone to "C4.S" (General Commercial zone with a Special Exception) to permit a place of worship on the subject property, in addition to the uses permitted in a "C4" (General Commercial) zone, subject to the following special provision: That the buffering requirements outlined in Section 4.9 of Zoning By-law 2005-150 be waived for the place of worship use only. CARRIED

(7) PUBLIC WORKS AND TRANSPORTATION

(8) BOARDS AND COMMITTEES

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

- a) Moved by: Councillor P. Christian
Seconded by: Councillor S. Myers
Whereas the use of power assisted bicycles (e-bikes) is becoming more commonplace across Ontario and in Sault Ste. Marie; and
Whereas numerous concerns have been raised regarding the operation of e-bikes in the areas of: safety, licensing, insurance, training, etc.; and
Whereas there are inconsistencies between federal and provincial legislation regarding e-bikes;
Now Therefore Be It Resolved that the Council of the City of Sault Ste. Marie request the federal and provincial Ministers of Transportation to review and correct discrepancies between the federal Criminal Code and the provincial Highway Traffic Act with respect to e-bikes, and further that the provincial Minister of Transportation be requested to address concerns regarding safety, insurance, licensing, training, and so on. CARRIED
- b) Moved by: Councillor L. Turco
Seconded by: Councillor B. Watkins
Whereas Spencer Nebel has very capably served as City Manager in Sault Ste. Marie, Michigan for 21 years and has spent a total of 31 years in City management; and
Whereas Sault Ste. Marie, Ontario has enjoyed a very unique and special relationship with its American sister city for many years now, due in large part to the collaborative efforts of the two City Managers; and
Whereas under the leadership of Mr. Nebel, the City of Sault Ste. Marie, Michigan has become a stable and thriving community and his leadership guidance will be missed by the City Commission and the residents; and
Whereas Spencer Nebel will be taking on the position of City Manager in Newport, Oregon effective December 16, 2013,
Now Therefore Be It Resolved that the Council of the City of Sault Ste. Marie, Ontario expresses both its sincerest thanks and congratulations to Spencer on the next phase of his career in municipal management. CARRIED
- c) Moved by: Councillor R. Niro
Seconded by: Councillor M. Bruni
Whereas our current surface treatment process may be adequate for use on some rural roadways, but is not adequate for resurfacing streets within urban areas of the city, and
Whereas an alternative to surface treatment could be the use of recycled asphalt;
Now Therefore Be It Resolved that the Engineering Department be requested to report back to Council as to the impact of permanently discontinuing the current process of surface treatment on roadways within the City's urban areas, such report to include:
- total inventory of surface treated roads

- a list of streets within the City's urban area that are scheduled to be resurfaced within the existing surface treatment program.
 - the additional cost to resurface a street using recycled asphalt compared to surface treatment
 - the impact of using recycled asphalt instead of surface treatment on the road resurfacing portion of the 2014 Capital Road Reconstruction Plan
 - the life expectancy of surface treatment compared to recycled asphalt.
- CARRIED

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

9. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

10. CONSIDERATION AND PASSING OF BY-LAWS

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

Moved by: Councillor R. Niro

Seconded by: Councillor P. Mick

Resolved that all by-laws listed under Item 10 of the agenda under date 2013 10 21 be approved. CARRIED

Moved by: Councillor R. Niro

Seconded by: Councillor B. Watkins

Resolved that By-law 2013-178 being a by-law to authorize an agreement between the City and Sault Ste. Marie Gymnastic Club for the provision of a municipal capital facility at the John Rhodes Community Centre be PASSED in open Council this 21st day of October, 2013. CARRIED

Moved by: Councillor R. Niro

Seconded by: Councillor B. Watkins

Resolved that By-law 2013-179 being a by-law to provide for the taxation exemption for portions of the John Rhodes Community Centre as a municipal capital facility be PASSED in open Council this 21st day of October, 2013. CARRIED

Moved by: Councillor R. Niro

Seconded by: Councillor B. Watkins

Resolved that By-law 2013-180 being a by-law to authorize an agreement between the City and John Hutzan and Fiorella Hutzan as Licencees to permit the ongoing occupation and maintenance of various structures and a retaining

wall on City property located in front of 12 Cottage Lane, Sault Ste. Marie be PASSED in open Council this 21st day of October, 2013. CARRIED

R Moved by: Councillor R. Niro

Seconded by: Councillor B. Watkins

Resolved that By-law 2013-182 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 728 Wellington Street West (Nicastro) be PASSED in open Council this 21st day of October, 2013. CARRIED

Moved by: Councillor R. Niro

Seconded by: Councillor B. Watkins

Resolved that By-law 2013-183 being a by-law to designate the lands located at 728 Wellington Street West an area of site plan control (Nicastro) be PASSED in open Council this 21st day of October, 2013. CARRIED

Moved by: Councillor R. Niro

Seconded by: Councillor B. Watkins

Resolved that By-law 2013-184 being a by-law to authorize execution of a contract between the City and Phoenix Group 2011 to supply and install the pedestrian bridge over the Clark Creek between Drake and Gravelle Streets be PASSED in open Council this 21st day of October, 2013. CARRIED

Moved by: Councillor R. Niro

Seconded by: Councillor B. Watkins

Resolved that By-law 2013-185 being a by-law to permit the temporary closing of St. Mary's River Drive from Walmart to Sears on the 1st day of November, 2013 from 6:00 p.m. to 8:00 p.m. for the purpose of a fireworks show on the Waterfront for Station Mall's 40th Anniversary be PASSED in open Council this 21st day of October, 2013. CARRIED

Moved by: Councillor R. Niro

Seconded by: Councillor B. Watkins

Resolved that By-law 2013-186 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 21st day of October, 2013. CARRIED

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

Moved by: Councillor P. Mick

Seconded by: Councillor L. Turco

Resolved that Council shall now go into Caucus to consider:

Acquisition of property on Industrial Park Crescent (section 239(2) Possible Land Acquisition and Disposition); and

A personal matter;

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

12. ADDENDUM TO THE AGENDA

13. ADJOURNMENT

Moved by: Councillor R. Niro
Seconded by: Councillor B. Watkins
Resolved that this Council now adjourn.

Mayor

City Clerk

Ministry of Natural
Resources

Ministère des Richesses
naturelles

Office of the Minister

Bureau du ministre

Room 6630, Whitney Block
99 Wellesley Street West
Toronto ON M7A 1W3
Tel: 416-314-2301
Fax: 416-314-2216

Édifice Whitney, bureau 6630
99, rue Wellesley Ouest
Toronto (Ontario) M7A 1W3
Tél.: 416-314-2301
Télééc.: 416-314-2216



MNR5385MC-2013-1986

OCT 24 2013

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

Dear Mayor Amaroso:

Premier Kathleen Wynne has shared with me your letter regarding regulatory changes to the *Endangered Species Act* (ESA). I am pleased to respond.

I appreciate the City of Sault Ste. Marie's support for my ministry's efforts to improve implementation of the ESA. My ministry heard from many stakeholders, including individuals, interest groups, municipalities and industry, about ways to improve implementation of the act. In response, my ministry developed a number of proposed approaches to address these concerns.

We have simplified rules that protect endangered species, for landowners and businesses in some low-risk situations. These changes will improve how the ESA is administered, but they won't have any effect on the key features of the act that made Ontario a North American leader in protecting endangered species.

Forestry companies are already required to develop forest management plans under the *Crown Forest Sustainability Act*. These plans include provisions for species at risk, which sometimes overlap with requirements in the ESA. I look forward to establishing a panel to explore linkages between the ESA and the *Crown Forest Sustainability Act*. The panel – which will include members from Aboriginal communities, the forest industry, municipalities and environmental organizations – will also work towards recommendations on how best to integrate protection of species at risk and habitats into forestry planning and operations. To allow time for the panel to do this work and the government to respond, there will be a five-year period in which forestry companies will not require permits under the ESA for forest operations carried out under approved forest management plans.

Our government knows the economic value the forest sector provides to our province and the communities that rely on forestry. We also remain committed to the ESA.

Thank you for writing.

Sincerely,

David Orazietti
Minister of Natural Resources

c: Premier Kathleen Wynne

5(b)



Algoma
PUBLIC HEALTH
Santé publique Algoma

Dr. Kimberley Barker, MD CCFP MPH FRCPC
Medical Officer of Health
www.algomapublichealth.com

RECEIVED
OCT 30 2013

MAYOR'S OFFICE

October 28, 2013

Mayor Debbie Amaroso
The Corporation of the City of Sault Ste. Marie
PO Box 580
Sault Ste. Marie, ON P6A 5N1

Dear Partner,

Algoma Public Health has been committed to supporting healthy communities in the Algoma district for 45 years. We have a passionate staff that is dedicated to public health.

From recent news coverage, you may be aware of an issue we have been dealing with. A former senior employee has been charged with fraud-related charges. The Sault Ste. Marie Police Service had our full cooperation during this investigation.

This incident is very unfortunate. As government employees, we work for the people of Ontario and this behaviour is not acceptable.

We are reaching out to you – our municipalities that we serve - to assure you that all programs and services will continue as usual. There will be no interruption to the work we do with the residents of Algoma as this is being dealt with.

If you have any questions about our programs or services, please do not hesitate to contact me personally.

Sincerely,

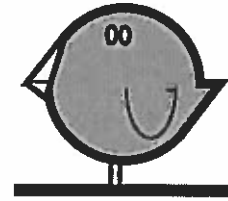
Dr. Kimberley Barker, MD CCFP MPH FRCPC
Medical Officer of Health

Blind River
P.O. Box 194
9B Lawton Street
Blind River, ON P0R 1B0
Tel: 705-356-2551
TF: 1 (888) 356-2551
Fax: 705-356-2494

Elliot Lake
50 Roman Ave P5A 1R9
Elliot Lake, ON P5A 2T2
Tel: 705-848-2314
TF: 1 (877) 748-2314
Fax: 705-848-1911

Sault Ste. Marie
294 Willow Avenue
Sault Ste. Marie, ON P6B 0A9
Tel: 705-942-4646
TF: 1 (866) 892-0172
Fax: 705-759-1534

Wawa
18 Ganley Street
Wawa, ON P0S 1K0
Tel: 705-856-7208
TF: 1 (888) 211-8074
Fax: 705-856-1752



October 24th, 2013

Malcolm White, City Clerk
99 Foster Drive
Sault Ste Marie, On
P6A 5N1

Hello Malcolm,

We are requesting to use our catering endorsement for our liquor license at 651 Queen St East (Loplop Gallery Lounge) to include a section of the Queen Street between East Street and Brock Street. The approximate area to be licensed is 25' by 25'. We are requesting the extension on Thursday November 21st from 5:30 to 11:00 as part of the Moonlight Magic events put on by the Downtown Association.

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

Thank you for your consideration,

Sincerely,

Stephen Alexander
Owner – Loplop Gallery Lounge

5(d)

ROTARY CLUB OF SAULT STE. MARIE

"SERVICE
ABOVE SELF""HE PROFITS MOST
WHO SERVES BEST"CLUB 2776, DISTRICT 8290 ROTARY INTERNATIONAL
P.O. BOX 272SAULT STE. MARIE, ONTARIO
CANADA P6A 5L8

TELEPHONE (705) 945-1279 - FAX (705) 945-5228

EMAIL: cboconnor@rotarysault.com - WEBSITE: www.rotarysault.com

23 October 2013

The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A5N1

Attention: Malcolm White, City Clerk**RE: 2013 ROTARY SANTA CLAUS PARADE**

Dear Mr. White:

On behalf of the Rotary Club of Sault Ste. Marie, I am applying for temporary street closures as follows:

Date: Saturday, November 23, 2013**Start time: 1800 hours**

We will keep the route as last year, with the start at the intersection of Bay Street and Pim Street.

Closure of Bay Street from East Street to Pim Street

Hours: 1700 hours to approximately 1830 hours on November 23, 2013

Closure of Pim Street to Queen Street East

Hours: 1700 hours to approximately 1830 hours on November 23, 2013

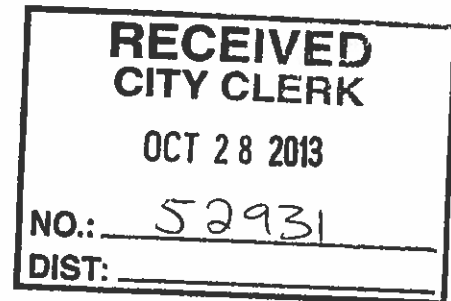
Closure of Queen Street East to Gore Street

Hours: 1730 hours to approximately 1930 hours on November 23, 2013

We thank you for your cooperation in this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

Carolyn Bunting O'Connor
Events Manager



5(d)

10/25/2013 17:37 705-945-5228

ROTARY SSM

PAGE 01/02

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Carolyn O'Connor TELEPHONE: 705-945-1279

ADDRESS: 364 Queen St E POSTAL CODE: P6A 1Z1

The above person hereby makes application for the closing of

See attached
(Name of street to be closed)

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

on the 23 day of Nov, 20 13 from 1700 am/pm to 1930 am/pm

for the purpose of Rotary Santa Claus Parade

APPROVALS SECTION:

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

Sgt. D. Magnan # 209 OCT 27 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 945-6863
65 Old Garden River Road

Signature of Official

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

Signature of Official

CITY CLERK SECTION:

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

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Carmen O'Connor TELEPHONE: 705-945-1279

ADDRESS: 364 Queen St E POSTAL CODE: P6A 1Z1

The above person hereby makes application for the closing of

See attach
(Name of street to be closed)

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

on the 23 day of Nov, 2013 from 1700 am/pm to 1930 am/pm

for the purpose of Rotary Santa Claus Parade

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 Larch Street

Signature of Official

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

Signature of Official

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

Signature of Official

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

Signature of Official

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

Signature of Official

CITY CLERK SECTION:

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

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Carolyn O'Connor TELEPHONE: 705-945-1279ADDRESS: 364 Queen St E POSTAL CODE: P6A 1Z1

The above person hereby makes application for the closing of

See attached

(Name of street to be closed)

from _____ to _____
(reference points - street numbers, cross streets, etc.)on the 23 day of Nov, 20 13 from 1700 am/pm to 1930 am/pmfor the purpose of Rotary Santa Claus Parade

APPROVALS SECTION:

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

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

Signature of Official_____
Signature of Official

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

4. Transit/Parking
Telephone 759-6320
Fax 759-5834
111 Huron Street

Signature of Official_____
Signature of Official

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

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

Signature of Official_____
Signature of Official

CITY CLERK SECTION:

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

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Carlynn O'Connor TELEPHONE: 705-945-1279
ADDRESS: 364 Queen St E POSTAL CODE: P6A 1Z1

The above person hereby makes application for the closing of
See attached
(Name of street to be closed)

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

on the 23 day of Nov, 2013 from 1700 am/pm to 1930 am/pm

for the purpose of Rotary Santa Claus Parade

APPROVALS SECTION:

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

Signature of Official

Signature of Official

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

Signature of Official

Signature of Official

- | | |
|---|--|
| 5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road | 6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY) |
|---|--|

Signature of Official

Signature of Official

CITY CLERK SECTION:

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

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Carlynn O'Connor TELEPHONE: 705-945-1275
ADDRESS: 364 Queen St E POSTAL CODE: P6A 1Z1

The above person hereby makes application for the closing of

See attached

(Name of street to be closed)

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

on the 23 day of Nov, 2013 from 1700 am/pm to 1930 am/pm

for the purpose of Rotary Santa Claus Parade

APPROVALS SECTION:

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

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

Signature of Official

Signature of Official

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

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

Signature of Official

Signature of Official

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

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

[Signature]
Signature of Official

Signature of Official

CITY CLERK SECTION:

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

5(d)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Carlynn O'Connor TELEPHONE: 705-945-1279

ADDRESS: 364 Queen St E POSTAL CODE: P6A 1Z1

The above person hereby makes application for the closing of

See attached

(Name of street to be closed)

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

on the 23 day of Nov, 2013 from 1700 am/pm to 1930 am/pm

for the purpose of Rotary Santa Claus Parade

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Fax 759-7820
580 Second Line East

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

Signature of Official

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

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Fax 759-5834
111 Huron Street

Signature of Official

Signature of Official

5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 948-1227
Fax 945-6883
65 Old Garden River Road

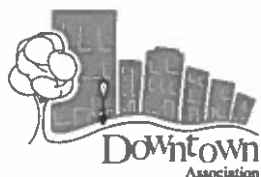
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Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

Signature of Official

Signature of Official

CITY CLERK SECTION:

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



Downtown Association

Sault Ste Marie, Ontario

To: Malcolm White

From: Tasha Vampo

Fax #: 705-759-2316

Date: Wed Oct-23, 2013

Pages: 6 (including cover)

RE: Street closure - Moonlight Magic

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

Comments:

Hi Malcolm,
 Here is my street closure
 application for Moonlight Magic.
 Thanks,
 Tasha

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Tasha Varpio 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 Pim Street to Dennis Street
(reference points - street numbers, cross streets, etc.)

on the 21 day of Nov., 20 13 from 5:30 am/pm to 11 am/pm

for the purpose of Moonlight Magic

APPROVALS SECTION:

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

580 Second Line East

OCT 17 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
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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:

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TEMPORARY STREET CLOSURE - APPLICATION FORM

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for the purpose of Moonlight Magic

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Fax 759-7820
580 Second Line East

Signature of Official

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Telephone 541-7000
Fax 541-7010
128 Sackville Road

Signature of Official

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Fax 759-5834
111 Huron Street

Signature of Official

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Telephone 946-1227
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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:

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on the 21 day of Nov., 2013 from 5:30 am/pm to 11 am/pm

for the purpose of Moonlight Magic

APPROVALS SECTION:

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

Signature of Official

Signature of Official

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

[Signature]
Signature of Official

Signature of Official

- | | |
|---|--|
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(QUEEN STREET CLOSINGS ONLY) |
|---|--|

Signature of Official

[Signature]
Signature of Official

CITY CLERK SECTION:

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

5(e)

TEMPORARY STREET CLOSURE - APPLICATION FORM

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Signature of Official

Signature of Official

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Signature of Official

Signature of Official

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496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

Signature of Official

Signature of Official

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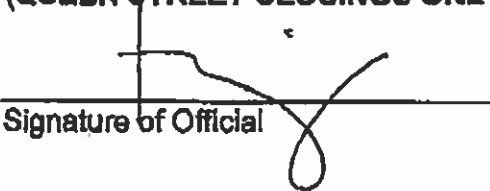
Signature of Official

Signature of Official

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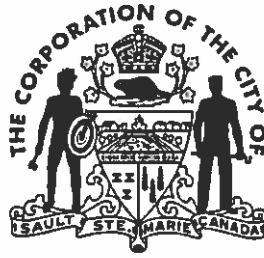

Signature of Official

CITY CLERK SECTION:

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

5(f)

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



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

2013 11 04

Mayor Debbie Amaroso and
Members of City Council

RE: STAFF TRAVEL REQUESTS

Dear Council:

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

1. **Virginia McLeod – Community Services Department**
MBA 13 Symposium
November 19 – 21, 2013
Barrie, Ontario
Estimated total cost to the City - \$ 904.75
Estimated net cost to the City - \$ 904.75
2. **Margaret Hazelton – Community Services Department**
MBA 13 Symposium
November 19 – 21, 2013
Barrie, Ontario
Estimated total cost to the City - \$ 704.75
Estimated net cost to the City - \$ 704.75

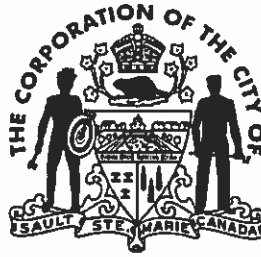
Yours truly,

JMF: bb

Joseph M. Fratesi
Chief Administrative Officer

5(g)

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



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

2013 11 04

Mayor Debbie Amaroso and
Members of City Council

**Re: Proposed Federal Legislation that would amalgamate operations of
Sault Ste. Marie International Bridge with Blue Water Bridge in Point
Edward and the Cornwall International Bridge**

PURPOSE:

The purpose of this report is to obtain Council support for the position of the St. Mary's Bridge Company regarding proposed Federal legislation that will combine operations at the Blue Water Bridge in Point Edward, Ontario with International Bridges in Cornwall, Ontario and Sault Ste. Marie, Ontario.

BACKGROUND:

The Canadian portion of the International Bridge (and related plaza property), which is located in Sault Ste. Marie is owned by a company which is known as the St. Mary's Bridge Company. This Company was incorporated when the bridge was constructed more than 50 years ago. Up until the bond debt was repaid to the Province several years ago, the Provincial government owned most of the shares in the St. Mary's Bridge Company. When that debt was repaid, all of the shares were transferred into the name of the Federal Bridge Corporation which is a Federal Crown Corporation. At this point in time, there are seven members of the Board of the St. Mary's River Bridge Company, five of whom are either resident in Sault Ste. Marie or have a significant connection with the City.

Attached you will see an article that appeared in the October 28, 2013 edition of the Sault Daily Star indicating that the Federal government has introduced legislative changes which would have the effect of combining operations of the Blue Water Bridge in Point Edward with the International Bridges in Sault Ste. Marie and Cornwall. The amendments are aimed at achieving efficiency and consistency in the operations and oversight of the three Ontario International crossings. However, there is no guarantee that the future operation of the Sault Ste. Marie bridge will be influenced by members of the Federal Bridge Corporation Board who are from Sault Ste. Marie. There is a significant risk that

a local perspective in decision making may be lost as a result of these proposed changes.

At its meeting on October 25, 2013, the St. Mary's River Bridge Company passed a resolution as follows:

That the Board of Directors of the St. Mary's River Bridge Company (1) acknowledges the proposed legislation to consolidate the affairs of the international bridges under the Federal Bridge Corporation Board (2) wishes to assure the government of Canada that it will faithfully meet its obligations until the new legislation takes effect, (3) expresses the hope that the new FBCL board will include at least one person who is a resident of the City of Sault Ste. Marie, (4) recognizes the outstanding cooperation that has existed with our colleagues and the staff at the International Bridge Administration and Sault Ste. Marie Bridge Authority and (5) expresses its heartfelt gratitude for the invaluable assistance provided to the Company by the CEO and staff of the Federal Bridge Corporation Limited.

It has been suggested that City Council support this resolution and accepts the direction the Federal government seems to be taking, subject to several conditions including representation of Sault Ste. Marie residents on the governance of the Federal Bridge Corporation.

ANALYSIS

As significant local input will be lost as a result of the legislation affecting the operation of the International Bridge of Sault Ste. Marie, it is important that at least some members of the Federal Bridge Corporation Board be from Sault Ste. Marie or alternatively that the Federal Bridge appointees to the Sault Ste. Marie International Bridge Authority, which actually operates the Bridge, be from Sault Ste. Marie.

IMPACT

Though this will not impact the City Corporation's operations or budget, it could impact future decision making with respect to the operation of the Sault Ste. Marie International Bridge.

STRATEGIC PLAN

Ensuring that our community continues to enjoy safe and easy access to and from the United States is a responsibility that we all share and is related to Objective 1 (b) Transportation Network Improvements under the Developing Solid Infrastructure strategic direction.

RECOMMENDATION

It is recommended that City Council supports the resolution of October 28, 2013 which was passed by the Board of the St. Mary's River Bridge Company regarding proposed Federal Bill C-4 and that copies of this resolution be sent to the Federal Minister of Transport as well as Sault Ste. Marie MP Bryan Hayes.

Respectfully submitted,



JMF:bb

Joseph M. Fratesi
Chief Administrative Officer

■ BRIDGE

Oct 28/13

Legislation to affect Sault bridge

QMI Agency

The federal government has introduced legislation to combine operations at the Blue Water Bridge in Point Edward with international bridges in Sault Ste. Marie and Cornwall.

Marcel Beaubien, chairperson of the Blue Water Bridge Canada board, said a bill was introduced in Parliament this week that would amalgamate the three Ontario bridge operations.

"It's a good idea, if it's done properly," Beaubien said.

The aim is to create more consistency in the operations and oversight, he said.

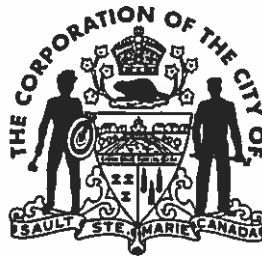
The move won't compromise safety at the bridge and "the local complement of the workforce, as it impacts on the Blue Water Bridge, will not be affected, at all," Beaubien said.

"The timeline is to get this done by the end of next year," he said.

paul.morden@sunmedia.ca

5(h)

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



99 Foster Drive
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b.berlingieri@cityssm.on.ca

2013 11 04

Mayor Debbie Amaroso and
Members of City Council

**Re: Retirement of John Luszka as Commissioner of Human Resources
and Appointment of Peter Niro as his Successor**

As Council was advised at the last Caucus meeting on October 21, 2013, I received a letter from John Luszka, Commissioner of Human Resources advising of his intention to retire, effective February 28, 2014, with his last day of work being November 29, 2013. John has headed up our Human Resources Department since September 11, 1995 and has provided well over 18 years of excellent service to the Corporation of the City of Sault Ste. Marie. Over that period of time, he has always shown balance and fairness in looking after the best interests of the City, while dealing with City Council, the Unions and our employees.

In accordance with the City's Guidelines for the Recruitment and Selection of Senior Staff, Council needs to authorize the filling of the vacancy which will be created by John's retirement. It is my recommendation that the position be filled by appointing Peter Niro, who is currently the Manager of Human Resources Services as John's replacement. Peter has been in his current position, which effectively is second in command with the Department, for over 10 years. Council is well aware that as part of the City's succession planning, Peter was being prepared for the Commissioner's position for the last several years, given John's intention to retire on or near his 60th birthday. Peter has proven his ability to undertake the very important functions of the head of the Human Resources Department and enjoys the full support of the Senior Management Team. He is well respected by both the Unions and the employees in our Corporation.

Given that Council has accepted my recommendation, it will be necessary to fill Peter's vacancy by way of a selection process, with the position being posted both internally and externally, so that the very best candidate can be found.

In accordance with the City's Guidelines for the Recruitment and Selection of Senior Staff, that Council fills the vacancy created by the retirement of John

Luszkas by appointment of Peter Niro. The appropriate resolution has been prepared. Appearing elsewhere on the agenda is Bylaw 2013-192 which formally appoints Peter Niro as the City's Commissioner of Human Resources, effective March 1, 2014. Recruitment for his replacement has commenced, hopefully so that sufficient resources are available in our Human Resources Department beyond Mr. Luszkas's last day of work being November 29, 2013.

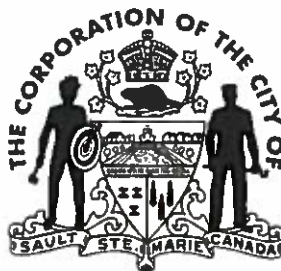
Respectfully submitted,



JMF:bb

Joseph M. Fratesi
Chief Administrative Officer

Peter A. Liepa
City Tax Collector



Finance Department
Tax & Licence Division

2013 11 04

Mayor Debbie Amaroso and
Members of City Council

RE: Property Tax Appeals

PURPOSE

Council approval is required pursuant to Section's 357 & 358 of the Municipal Act.

BACKGROUND

Listing of applications received for adjustment of realty taxes pursuant to Section's 357 & 358 of the Municipal Act.

ANALYSIS

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

IMPACT

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

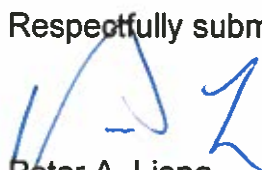
STRATEGIC PLAN

Not applicable

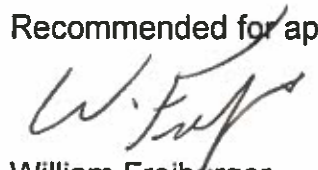
RECOMMENDATION

That the report of City Tax Collector dated 2013 11 04 pursuant to Section's 357 & 358 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
Accounting 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 358
OF THE MUNICIPAL ACT, 2001

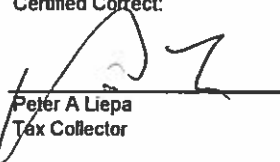
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS

DATE: 2013 11 04
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	2012			CANCELLATIONS		TOTAL
			TAX CLASS	REASON	APPEAL NO.	TAXES	INTEREST	ADJUSTMENT
010-033-050	00025 Centennial Avenue	Thomas Richard Douglas	RT	E	12-049	242.96		242.96

Certified Correct:

REPORT TOTAL	242.96	0.00	242.96
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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

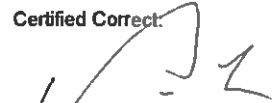
APPLICATION TO COUNCIL TO CANCEL
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OF THE MUNICIPAL ACT, 2001

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

DATE: 2013 11 04
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	2013			CANCELLATIONS		TOTAL ADJUSTMENT
			TAX CLASS	REASON	APPEAL NO.	TAXES	INTEREST	
010-033-050	00025 Centennial Avenue	Thomas Richard Douglas	RT	E	13-009	232.86	0.74	233.60

Certified Correct.


Peter A Liepa
Tax Collector

REPORT TOTAL	232.86	0.74	233.60
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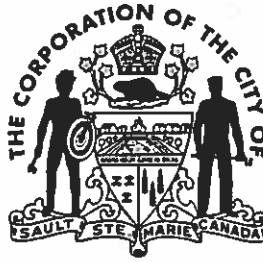
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3 MONTHS DUE TO REPAIRS OR RENOVATIONS

5(i)

5(j)

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



Finance Department

2013 11 04

Mayor Debbie Amaroso and
Members of City Council

**RE: 2012 RESULTS UNDER THE MUNICIPAL PERFORMANCE MEASUREMENT
PROGRAM**

PURPOSE

The 2012 results under the Municipal Performance Measurement Program are provided under separate cover.

BACKGROUND

Municipalities are required to prepare the attached information under the Municipal Performance Measurement Program.

ANALYSIS

Staff reviewed the City's Performance Measures in relation to other Northern Ontario communities and provided comment where appropriate.

IMPACT

N/A

STRATEGIC PLAN

N/A

RECOMMENDATION

That the report of the Manager of Audits and Capital Planning concerning 2012 results under the Municipal Performance Measurement Program be received as information.

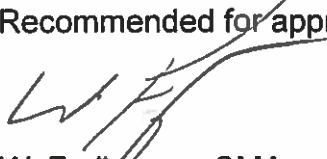
Respectfully submitted,


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

JB/kl

attachment

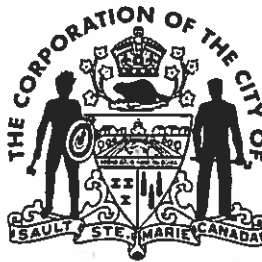
Recommended for approval,


W. Freiburger, CMA
Commissioner of Finance and Treasurer


Joseph M. Fratesi
Chief Administrative Officer

5(K)

Shelley J. Schell, CPA, CA
Manager of
Finance and Budgets



Finance Department

2013 11 04

Mayor Debbie Amaroso
Members of City Council

RE: NINE MONTH FINANCIAL REPORT TO SEPTEMBER 30, 2013

PURPOSE

The purpose of this report is to provide a Nine Month Financial Report to September 30, 2013.

BACKGROUND

The report is prepared quarterly for the information of Council.

ANALYSIS

Overall, for the first nine 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 still reviewing the incremental costs of the September 9 – 10, 2013 flooding to determine the full impact on the 2013 budget.

Winter control budget may experience a deficit at year end of approximately \$400,000 due to the severity of 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 December 31, 2013 results are finalized.

—More—

Nine Month Financial Report to September 30, 2013
2013 11 04
Page 2.

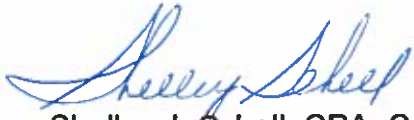
STRATEGIC PLAN

Not Applicable.

RECOMMENDATION

That the report of the Manager of Finance and Budgets concerning Nine Month Financial Report to September 30, 2013 be received as information.

Respectfully submitted,



Shelley J. Schell, CPA, CA
Manager of Finance and Budgets
Treasurer

Recommended for approval,

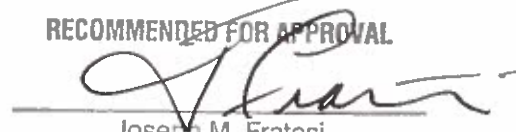


W. Freiburger, CMA
Commissioner of Finance and

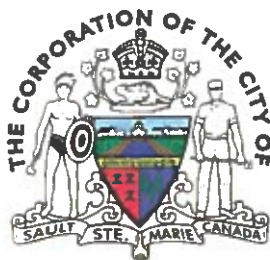
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RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer



The Corporation of the City of Sault Ste. Marie

**Nine Month Financial Report
to September 30, 2013**

Prepared by Finance Department

City of Sault Ste Marie
CURRENT FUND
For the Nine Months Ending September 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual
REVENUE					
Taxation	(\$120,411,752.98)	(120,394,370.00)	17,382.98	(0.01%)	(118,156,716.57)
Payment in Lieu of taxes	(4,411,832.44)	(\$4,317,240.00)	\$94,592.44	(2.19%)	(\$4,665,890.24)
Fees and user charges	(32,965,867.02)	(\$45,906,969.00)	(\$12,941,101.98)	28.19%	(\$43,790,371.49)
Government grants	(15,358,941.28)	(\$21,627,910.00)	(\$6,268,968.72)	28.99%	(\$22,363,162.99)
Investment income	(2,951,024.46)	(\$4,071,500.00)	(\$1,120,475.54)	27.52%	(\$4,490,072.66)
Contribution from own funds	(441,711.50)	(\$829,397.00)	(\$387,685.50)	46.74%	(\$1,972,862.60)
Other income	(1,005,669.92)	(\$1,532,070.00)	(\$526,400.08)	34.36%	(\$1,916,265.30)
Prior year surplus	(3,158,356.00)	(\$3,158,356.00)	\$0.00		(\$2,174,205.00)
	(180,705,155.60)	(\$201,837,812.00)	(\$21,132,656.40)	10.47%	(\$199,529,546.85)
EXPENDITURES					
Salaries	51,652,000.29	\$71,143,945.00	\$19,491,944.71	27.40%	\$68,557,798.69
Benefits	13,553,297.55	\$18,600,188.00	\$5,046,890.45	27.13%	\$16,812,847.20
Travel and training	363,780.20	\$837,655.00	\$473,874.80	56.57%	\$468,175.80
Vehicle allowance, maintenance and repairs	2,739,533.27	\$4,015,210.00	\$1,275,676.73	31.77%	\$3,199,843.04
Utilities and Fuel	5,616,825.48	\$8,086,500.00	\$2,469,674.52	30.54%	\$7,866,561.01
Materials and supplies	4,996,476.53	\$6,705,620.00	\$1,709,143.47	25.49%	\$8,379,505.76
Maintenance and repairs	1,769,129.43	\$2,188,330.00	\$419,200.57	19.16%	\$2,404,219.93
Program expenses	62,081.89	\$82,950.00	\$20,868.11	25.16%	\$184,637.75
Goods for resale	459,558.12	\$608,920.00	\$149,361.88	24.53%	\$702,286.58
Rents and leases	430,416.62	\$541,100.00	\$110,683.38	20.46%	\$496,782.87
Taxes and licenses	1,915,115.22	\$2,132,820.00	\$217,704.78	10.21%	\$2,162,315.87
Financial expenses	1,531,710.21	\$2,586,677.00	\$1,054,966.79	40.78%	\$2,615,940.13
Purchased and contracted services	6,760,090.56	\$10,152,710.00	\$3,392,619.44	33.42%	\$9,751,437.66
Grants to others	40,272,585.11	\$47,003,710.00	\$6,731,124.89	14.32%	\$46,885,786.38
Long term debt	2,832,898.97	\$9,787,935.00	\$6,955,036.03	71.06%	\$9,112,748.97
Transfer to own funds	5,414,578.68	\$16,885,667.00	\$11,471,088.32	67.93%	\$16,685,197.30
Capital expense	583,908.80	\$806,005.00	\$222,096.20	27.56%	\$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)
Clearing accounts	946.03	\$0.00	(\$946.03)		\$0.00
Less: recoverable costs	(236,817.00)	(\$328,130.00)	(\$91,313.00)	27.83%	(\$790,166.04)
	140,718,115.96	\$201,837,812.00	\$61,119,696.04	30.28%	\$211,036,063.44
NET (REVENUE)/EXPENDITURE	(39,987,039.64)	\$0.00	\$39,987,039.64		\$11,506,516.59

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City of Sault Ste Marie
MAYOR & COUNCIL
For the Nine Months Ending September 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual
REVENUE					
Government grants	(\$7,538.01)	\$0.00	\$7,538.01		(\$27,185.67)
	(7,538.01)	\$0.00	\$7,538.01		(\$27,185.67)
	=====	=====	=====	=====	=====
EXPENDITURES					
Salaries	357,206.39	\$453,671.00	\$96,464.61	21.26%	\$469,281.10
Benefits	43,678.17	\$52,827.00	\$9,148.83	17.32%	\$56,443.97
Travel and training	22,984.45	\$68,710.00	\$45,725.55	66.55%	\$19,755.53
Vehicle allowance, maintenance and repairs	27,172.67	\$36,030.00	\$8,857.33	24.58%	\$30,907.52
Materials and supplies	46,542.07	\$65,645.00	\$19,102.93	29.10%	\$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	15,000.00	\$25,000.00	\$10,000.00	40.00%	\$75,000.00
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
	516,425.17	\$708,233.00	\$191,807.83	27.08%	\$723,127.78
	=====	=====	=====	=====	=====
NET (REVENUE)/EXPENDITURE	508,887.16	\$708,233.00	\$199,345.84	28.15%	\$695,942.11

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City of Sault Ste Marie
CHIEF ADMIN OFFICER
For the Nine Months Ending September 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual
REVENUE					
Government grants	(\$4,845.87)	\$0.00	\$4,845.87		\$0.00
	(4,845.87)	\$0.00	\$4,845.87		\$0.00
	=====	=====	=====	=====	=====
EXPENDITURES					
Salaries	253,607.29	\$346,515.00	\$92,907.71	26.81%	\$335,910.20
Benefits	62,474.15	\$72,598.00	\$10,123.85	13.95%	\$75,862.52
Travel and training	1,592.13	\$11,715.00	\$10,122.87	86.41%	(\$425.92)
Vehicle allowance, maintenance and repairs	2,510.26	\$5,250.00	\$2,739.74	52.19%	\$4,515.75
Materials and supplies	7,896.58	\$20,400.00	\$12,503.42	61.29%	\$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		\$1,816.15
	329,555.93	\$462,078.00	\$132,522.07	28.68%	\$441,099.12
	=====	=====	=====	=====	=====
NET (REVENUE)/EXPENDITURE	324,710.06	\$462,078.00	\$137,367.94	29.73%	\$441,099.12

Notes:

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City of Sault Ste Marie
HUMAN RESOURCES DEPARTMENT
For the Nine Months Ending September 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual
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	466,764.24	\$664,482.00	\$197,717.76	29.76%	\$629,866.78
Benefits	364,843.79	\$479,585.00	\$114,741.21	23.93%	\$489,773.10
Travel and training	35,519.16	\$56,685.00	\$21,165.84	37.34%	\$32,726.70
Vehicle allowance, maintenance and repairs	376.58	\$1,000.00	\$623.42	62.34%	\$838.87
Materials and supplies	65,772.14	\$67,085.00	\$1,312.86	1.96%	\$83,676.74
Maintenance and repairs	1,958.17	\$4,500.00	\$2,541.83	56.49%	\$1,300.01
Purchased and contracted services	151,329.10	\$270,775.00	\$119,445.90	44.11%	\$169,402.78
Transfer to own funds		\$0.00	\$0.00		\$28,757.60
Capital expense	6,240.43	\$11,500.00	\$5,259.57	45.74%	\$5,132.73
Depreciation		\$0.00	\$0.00		\$2,467.35
	1,092,803.61	\$1,555,612.00	\$462,808.39	29.75%	\$1,443,942.66
NET (REVENUE)/EXPENDITURE	1,092,803.61	\$1,534,987.00	\$442,183.39	28.81%	\$1,441,428.96

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City of Sault Ste Marie
CLERK'S DEPARTMENT
For the Nine Months Ending September 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual
REVENUE					
Fees and user charges	(\$42,600.00)	(\$48,000.00)	(\$5,400.00)	11.25%	(\$45,960.00)
Government grants	(12,476.75)	(\$27,500.00)	(\$15,023.25)	54.63%	(\$1,256.85)
Contribution from own funds		\$0.00	\$0.00		(\$35,358.31)
Other income	(7,598.75)	(\$1,800.00)	\$5,798.75	(322.15%)	(\$6,473.05)
	(62,675.50)	(\$77,300.00)	(\$14,624.50)	18.92%	(\$89,048.21)
	=====	=====	=====	=====	=====
EXPENDITURES					
Salaries	440,403.19	\$604,102.00	\$163,698.81	27.10%	\$575,539.31
Benefits	109,164.51	\$135,683.00	\$26,518.49	19.54%	\$134,183.31
Travel and training	6,307.31	\$5,790.00	(\$517.31)	(8.93%)	\$6,447.32
Vehicle allowance, maintenance and repairs	494.91	\$550.00	\$55.09	10.02%	\$566.12
Materials and supplies	64,641.31	\$96,355.00	\$31,713.69	32.91%	\$168,276.89
Maintenance and repairs	1,839.93	\$3,550.00	\$1,710.07	48.17%	\$1,791.44
Goods for resale	19,200.00	\$19,200.00	\$0.00		\$19,200.00
Rents and leases	1,516.10	\$7,850.00	\$6,333.90	80.69%	\$4,551.72
Financial expenses	314.54	\$0.00	(\$314.54)		\$454.44
Purchased and contracted services	58,489.90	\$115,050.00	\$56,560.10	49.16%	\$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)
	763,944.71	\$1,054,630.00	\$290,685.29	27.56%	\$989,424.57
	=====	=====	=====	=====	=====
NET (REVENUE)/EXPENDITURE	701,269.21	\$977,330.00	\$276,060.79	28.25%	\$900,376.36

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City of Sault Ste Marie
FINANCE DEPARTMENT
For the Nine Months Ending September 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual
REVENUE					
Fees and user charges	(\$240,000.59)	(\$274,625.00)	(\$34,624.41)	12.61%	(\$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		(\$40,532.09)
Other income	(73,530.86)	(\$103,670.00)	(\$30,139.14)	29.07%	(\$99,475.01)
	(330,067.45)	(\$428,295.00)	(\$98,227.55)	22.93%	(\$534,758.23)
	=====	=====	=====	=====	=====
EXPENDITURES					
Salaries	2,108,660.73	\$2,895,840.00	\$787,179.27	27.18%	\$2,826,763.88
Benefits	493,795.70	\$669,981.00	\$176,185.30	26.30%	\$623,046.83
Travel and training	8,918.18	\$10,540.00	\$1,621.82	15.39%	\$9,596.37
Vehicle allowance, maintenance and repairs	310.92	\$1,750.00	\$1,439.08	82.23%	\$851.77
Materials and supplies	(66,190.44)	\$217,760.00	\$283,950.44	130.40%	(\$15,858.64)
Maintenance and repairs	360,634.77	\$526,655.00	\$166,020.23	31.52%	\$503,195.83
Financial expenses	1,497,905.03	\$2,538,147.00	\$1,040,241.97	40.98%	\$2,467,010.69
Purchased and contracted services	355,858.89	\$550,325.00	\$194,466.11	35.34%	\$586,979.61
Transfer to own funds		\$0.00	\$0.00		\$40,212.06
Capital expense	93,073.27	\$105,975.00	\$12,901.73	12.17%	\$106,159.39
Depreciation		\$0.00	\$0.00		\$540,055.04
Less: recoverable costs		\$0.00	\$0.00		(\$4,543.10)
	4,852,967.05	\$7,516,973.00	\$2,664,005.95	35.44%	\$7,683,469.73
	=====	=====	=====	=====	=====
NET (REVENUE)/EXPENDITURE	4,522,899.60	\$7,088,678.00	\$2,565,778.40	36.20%	\$7,148,711.50

Notes:

- 1) IT-GIS recovery of \$230,360 from other departments not shown in budget. Offsets expense in purchased services.
- 2) IT computer refresh expense incurred in first half of year (\$85,633 Act vs \$89,725 Budget). No material variance anticipated.

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City of Sault Ste Marie
LEGAL DEPARTMENT
For the Nine Months Ending September 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual	Notes
REVENUE						
Fees and user charges	(\$2,102,506.23)	(\$2,142,965.00)	(\$40,458.77)	1.89%	(\$2,036,090.72)	
Investment income	(9,125.28)	\$0.00	\$9,125.28		(\$8,878.20)	
Other income	(50.00)	\$0.00	\$50.00		(\$100.00)	
	<u>(2,111,681.51)</u>	<u>(\$2,142,965.00)</u>	<u>(\$31,283.49)</u>	<u>1.46%</u>	<u>(\$2,045,068.92)</u>	
EXPENDITURES						
Salaries	591,783.66	\$788,008.00	\$196,224.34	24.90%	\$791,390.97	
Benefits	152,537.81	\$166,015.00	\$13,477.19	8.12%	\$186,968.87	
Travel and training	7,935.76	\$12,730.00	\$4,794.24	37.66%	\$7,529.54	
Vehicle allowance, maintenance and repairs		\$250.00	\$250.00	100.00%	\$0.00	
Materials and supplies	34,292.18	\$78,630.00	\$44,337.82	56.39%	\$154,139.37	
Maintenance and repairs		\$7,410.00	\$7,410.00	100.00%	\$2,391.24	
Rents and leases	62,078.73	\$26,700.00	(\$35,378.73)	(132.50%)	\$52,274.86	
Taxes and licenses	1,541,936.80	\$1,610,240.00	\$68,303.20	4.24%	\$1,681,024.78	(1)
Purchased and contracted services	114,555.73	\$255,100.00	\$140,544.27	55.09%	\$267,677.64	
Transfer to own funds	122,097.17	\$275,200.00	\$153,102.83	55.63%	\$305,392.24	(2)
Capital expense	255.15	\$9,000.00	\$8,744.85	97.17%	\$9,152.25	
Depreciation		\$0.00	\$0.00		\$4,065.30	
Gain/Loss on Disposal of Capital Assets		\$0.00	\$0.00		(\$27,305.01)	
	<u>2,627,472.99</u>	<u>\$3,229,283.00</u>	<u>\$601,810.01</u>	<u>18.64%</u>	<u>\$3,434,702.05</u>	
NET (REVENUE)/EXPENDITURE	515,791.48	\$1,086,318.00	\$570,526.52	52.52%	\$1,389,633.13	

Notes:

1) Annual insurance premium paid, budget shortfall \$43,000. Insurance claims levelled out for Q4 thus no budget deficit anticipated.

2) OW excess rental revenue transfer done at year end (\$154,000)

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City of Sault Ste Marie
FIRE SERVICES
For the Nine Months Ending September 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual
REVENUE					
Fees and user charges	(\$3,414,539.80)	(\$4,951,552.00)	(\$1,537,012.20)	31.04%	(\$4,546,482.93)
Other income	(301.42)	\$0.00	\$301.42		(\$3,877.65)
	(3,414,841.22)	(\$4,951,552.00)	(\$1,536,710.78)	31.03%	(\$4,550,360.58)
	=====	=====	=====	=====	=====
EXPENDITURES					
Salaries	9,400,006.54	\$13,124,025.00	\$3,724,018.46	28.38%	\$12,542,955.84
Benefits	2,445,011.27	\$3,368,489.00	\$923,477.73	27.42%	\$3,068,706.27
Travel and training	28,354.50	\$39,150.00	\$10,795.50	27.57%	\$22,875.69
Vehicle allowance, maintenance and repairs	103,162.53	\$175,715.00	\$72,552.47	41.29%	\$153,416.15
Utilities and Fuel	221,292.02	\$292,035.00	\$70,742.98	24.22%	\$286,459.58
Materials and supplies	182,987.99	\$411,600.00	\$228,612.01	55.54%	\$288,526.11
Maintenance and repairs	112,927.66	\$137,600.00	\$24,672.34	17.93%	\$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%	\$55,819.64
Financial expenses	1,934.88	\$1,800.00	(\$134.88)	(7.49%)	\$1,711.59
Purchased and contracted services	73,938.14	\$129,900.00	\$55,961.86	43.08%	\$95,589.69
Transfer to own funds	252,500.00	\$252,500.00	\$0.00		\$315,719.52
Capital expense	17,651.85	\$33,780.00	\$16,128.15	47.74%	\$28,257.55
Depreciation		\$0.00	\$0.00		\$384,878.98
	12,888,644.20	\$18,033,694.00	\$5,145,049.80	28.53%	\$17,374,944.42
	=====	=====	=====	=====	=====
NET (REVENUE)/EXPENDITURE	9,473,802.98	\$13,082,142.00	\$3,608,339.02	27.58%	\$12,824,583.84

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City of Sault Ste Marie
POLICE SERVICES
For the Nine Months Ending September 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual
REVENUE					
Fees and user charges	(\$299,273.13)	(\$291,505.00)	\$7,768.13	(2.66%)	(\$404,029.76)
Government grants	(385,774.30)	(\$1,195,500.00)	(\$809,725.70)	67.73%	(\$1,125,820.21)
Contribution from own funds		\$0.00	\$0.00		(\$101,985.54)
Other income	(66,662.95)	\$0.00	\$66,662.95		(\$212,122.98)
	(751,710.38)	(\$1,487,005.00)	(\$735,294.62)	49.45%	(\$1,843,958.49)
EXPENDITURES					
Salaries	13,029,759.62	\$17,430,958.00	\$4,401,198.38	25.25%	\$17,313,365.99
Benefits	3,136,109.24	\$4,133,607.00	\$997,497.76	24.13%	\$3,847,830.68
Travel and training	155,805.86	\$383,215.00	\$227,409.14	59.34%	\$214,354.76
Vehicle allowance, maintenance and repairs	289,190.03	\$496,630.00	\$207,439.97	41.77%	\$416,167.66
Utilities and Fuel	287,991.36	\$383,840.00	\$95,848.64	24.97%	\$364,855.56
Materials and supplies	347,657.94	\$658,235.00	\$310,577.06	47.18%	\$570,640.02
Maintenance and repairs	248,787.48	\$271,455.00	\$22,667.52	8.35%	\$393,551.49
Rents and leases	76,700.78	\$117,700.00	\$40,999.22	34.83%	\$79,301.74
Taxes and licenses	87,118.60	\$83,000.00	(\$4,118.60)	(4.96%)	\$82,403.72
Financial expenses	1,133.60	\$0.00	(\$1,133.60)		\$554.95
Purchased and contracted services	346,653.88	\$435,930.00	\$89,276.12	20.48%	\$473,306.10
Transfer to own funds	165,000.00	\$165,000.00	\$0.00		\$165,000.00
Capital expense	333,691.75	\$396,615.00	\$62,923.25	15.87%	\$498,671.90
Depreciation		\$0.00	\$0.00		\$521,357.80
Gain/Loss on Disposal of Capital Assets		\$0.00	\$0.00		\$26,690.53
	18,505,600.14	\$24,956,185.00	\$6,450,584.86	25.85%	\$24,968,052.90
NET (REVENUE)/EXPENDITURE	17,753,889.76	\$23,469,180.00	\$5,715,290.24	24.35%	\$23,124,094.41

Notes:

- 1) Grants not yet received. No variance anticipated.
- 2) Relates to billable special duty. No budget but trend is around \$200,000. Appears significantly lower for 2013.
- 3) Court overtime not paid until year end.

9.

5(k)

City of Sault Ste Marie
ENGINEERING & PLANNING
For the Nine Months Ending September 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual	Notes
REVENUE						
Fees and user charges	(\$1,114,037.56)	(\$821,250.00)	\$292,787.56	(35.65%)	(\$807,151.19)	(1)
Government grants	(36,727.84)	(\$35,000.00)	\$1,727.84	(4.94%)	(\$96,478.56)	
Contribution from own funds		(\$294,547.00)	(\$294,547.00)	100.00%	(\$509,994.21)	
Other income	(5,759.35)	\$0.00	\$5,759.35		(\$44,677.97)	
	(1,156,524.75)	(\$1,150,797.00)	\$5,727.75	(0.50%)	(\$1,458,301.93)	
EXPENDITURES						
Salaries	2,425,334.52	\$3,463,184.00	\$1,037,849.48	29.97%	\$3,322,121.98	
Benefits	584,164.98	\$807,104.00	\$222,939.02	27.62%	\$729,742.66	
Travel and training	23,339.95	\$45,695.00	\$22,355.05	48.92%	\$43,990.03	
Vehicle allowance, maintenance and repairs	85,403.68	\$72,950.00	(\$12,453.68)	(17.07%)	\$34,033.78	
Utilities and Fuel	1,780,442.49	\$3,156,900.00	\$1,376,457.51	43.60%	\$3,064,290.09	
Materials and supplies	229,024.38	\$268,345.00	\$39,320.62	14.65%	\$226,231.00	
Maintenance and repairs	139,934.74	\$213,950.00	\$74,015.26	34.59%	\$236,075.21	
Rents and leases	100,000.00	\$100,000.00	\$0.00		\$100,000.00	
Financial expenses	427.79	\$0.00	(\$427.79)		\$556.77	
Purchased and contracted services	3,386,497.21	\$4,616,500.00	\$1,230,002.79	26.64%	\$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	(2)
Capital expense	21,286.31	\$50,700.00	\$29,413.69	58.02%	\$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	
	10,075,856.05	\$14,135,328.00	\$4,059,471.95	28.72%	\$23,277,490.52	
NET (REVENUE)/EXPENDITURE	8,919,331.30	\$12,984,531.00	\$4,065,199.70	31.31%	\$21,819,188.59	

Notes:

1) Building permit fees exceed budget due to large fee collected for new high school (\$314,000). Excess fees transferred to reserve fund at year end, thus no net variance. Engineering fee budget(subdivision agreements, engineering services) set low. Estimated surplus: \$15,000

2) Misc Construction budget transferred to capital (\$1.3 million). Balance of transfers done at year end.

10.

57(k)

City of Sault Ste Marie
PUBLIC WORKS & TRANSPORTATION
For the Nine Months Ending September 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual	Notes
REVENUE						
Fees and user charges	(\$5,370,637.15)	(\$7,286,350.00)	(\$1,915,712.85)	26.29%	(\$7,522,139.07)	
Government grants	(471,164.49)	(\$1,755,000.00)	(\$1,283,835.51)	73.15%	(\$2,012,348.18)	(1)
Contribution from own funds		(\$70,000.00)	(\$70,000.00)	100.00%	(\$143,883.69)	
Other income	(114,039.33)	(\$1,000.00)	\$113,039.33	(11,303.93%)	(\$84,333.11)	
	(5,955,840.97)	(\$9,112,350.00)	(\$3,156,509.03)	34.64%	(\$9,762,704.05)	
EXPENDITURES						
Salaries	14,226,035.77	\$19,307,804.00	\$5,081,768.23	26.32%	\$18,505,047.57	
Benefits	4,080,208.39	\$5,746,243.00	\$1,666,034.61	28.99%	\$4,910,327.51	
Travel and training	37,114.64	\$99,245.00	\$62,130.36	62.60%	\$56,391.12	(2)
Vehicle allowance, maintenance and repairs	2,202,325.57	\$3,172,650.00	\$970,324.43	30.58%	\$2,513,118.42	
Utilities and Fuel	2,393,303.29	\$2,893,825.00	\$500,521.71	17.30%	\$2,871,232.50	
Materials and supplies	2,786,253.75	\$3,156,150.00	\$369,896.25	11.72%	\$4,604,050.21	
Maintenance and repairs	263,915.36	\$339,150.00	\$75,234.64	22.18%	\$393,573.97	
Taxes and licenses	237,921.52	\$373,595.00	\$135,673.48	36.32%	\$341,817.73	
Financial expenses	5,577.66	\$4,000.00	(\$1,577.66)	(39.44%)	\$7,417.40	
Purchased and contracted services	2,034,316.73	\$3,332,570.00	\$1,298,253.27	38.96%	\$3,109,386.08	(3)
Transfer to own funds	1,356,625.51	\$2,709,521.00	\$1,352,895.49	49.93%	\$3,445,633.68	(4)
Capital expense	19,499.28	\$23,895.00	\$4,395.72	18.40%	\$14,351.48	
Less: recoverable costs	(236,817.00)	(\$328,130.00)	(\$91,313.00)	27.83%	(\$717,922.94)	
	29,406,280.47	\$40,830,518.00	\$11,424,237.53	27.98%	\$40,054,424.73	
NET (REVENUE)/EXPENDITURE	23,450,439.50	\$31,718,168.00	\$8,267,728.50	26.07%	\$30,291,720.68	

Notes:

- 1) Landfill WDO grants (Budget \$535,000) and Transit Provincial Gas Tax (Budget \$1,220,000) not received or accrued. No material variance anticipated.
- 2) Training to occur in Q4. No variance anticipated.
- 3) Waste management contracted services not accrued, thus one mont not reflected. No material variance anticipated.
- 4) Waste management transfer to reserve calculation done at year end.

576

City of Sault Ste Marie
COMMUNITY SERVICES DEPARTMENT
For the Nine Months Ending September 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual
REVENUE					
Fees and user charges	(\$3,782,145.08)	(\$4,913,180.00)	(\$1,131,034.92)	23.02%	(\$5,066,749.36)
Government grants	(127,059.02)	(\$104,180.00)	\$22,879.02	(21.96%)	(\$186,473.82)
Contribution from own funds		\$0.00	\$0.00		(\$45,960.50)
Other income	(54,221.05)	(\$25,600.00)	\$28,621.05	(111.80%)	(\$73,214.03)
	(3,963,425.15)	(\$5,042,960.00)	(\$1,079,534.85)	21.41%	(\$5,372,397.71)
EXPENDITURES					
Salaries	3,980,825.94	\$5,603,329.00	\$1,622,503.06	28.96%	\$5,444,301.15
Benefits	805,382.89	\$1,126,918.00	\$321,535.11	28.53%	\$1,022,018.74
Travel and training	6,251.91	\$14,880.00	\$8,628.09	57.98%	\$4,688.25
Vehicle allowance, maintenance and repairs	3,464.85	\$8,070.00	\$4,605.15	57.07%	\$4,528.83
Utilities and Fuel	914,810.93	\$1,333,900.00	\$419,089.07	31.42%	\$1,259,749.27
Materials and supplies	250,664.79	\$427,900.00	\$177,235.21	41.42%	\$363,668.91
Maintenance and repairs	637,992.60	\$665,060.00	\$27,067.40	4.07%	\$735,652.77
Program expenses	62,081.89	\$82,950.00	\$20,868.11	25.16%	\$184,637.75
Goods for resale	440,358.12	\$589,720.00	\$149,361.88	25.33%	\$683,086.58
Rents and leases	8,326.08	\$12,850.00	\$4,523.92	35.21%	\$12,237.63
Taxes and licenses	476.00	\$1,385.00	\$909.00	65.63%	\$1,250.00
Financial expenses	24,416.71	\$42,730.00	\$18,313.29	42.86%	\$33,784.78
Purchased and contracted services	141,357.22	\$219,665.00	\$78,307.78	35.65%	\$181,541.60
Grants to others	6,477.88	\$14,410.00	\$7,932.12	55.05%	\$2,297.19
Transfer to own funds	15,000.00	\$26,630.00	\$11,630.00	43.67%	\$141,053.86
Capital expense	14,657.80	\$49,340.00	\$34,682.20	70.29%	\$72,414.43
Depreciation		\$0.00	\$0.00		\$1,455,278.14
Less: recoverable costs		\$0.00	\$0.00		(\$2,700.00)
	7,312,545.61	\$10,219,737.00	\$2,907,191.39	28.45%	\$11,599,489.88
NET (REVENUE)/EXPENDITURE	3,349,120.46	\$5,176,777.00	\$1,827,656.54	35.30%	\$6,227,092.17

12.

5(K)

City of Sault Ste Marie
SOCIAL SERVICES DEPARTMENT
For the Nine Months Ending September 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual
REVENUE					
Fees and user charges	(\$6,639,344.01)	(\$9,705,542.00)	(\$3,066,197.99)	31.59%	(\$8,617,503.79)
Government grants	(177,948.00)	(\$211,105.00)	(\$33,157.00)	15.71%	(\$307,622.00)
Contribution from own funds		\$0.00	\$0.00		(\$1,497.24)
	(6,817,292.01)	(\$9,916,647.00)	(\$3,099,354.99)	31.25%	(\$8,926,623.03)
	=====	=====	=====	=====	=====
EXPENDITURES					
Salaries	4,371,612.40	\$6,461,313.00	\$2,089,700.60	32.34%	\$5,801,178.92
Benefits	1,185,571.65	\$1,729,998.00	\$544,426.35	31.47%	\$1,566,801.30
Travel and training	29,656.35	\$89,300.00	\$59,643.65	66.79%	\$50,246.41
Vehicle allowance, maintenance and repairs	25,121.27	\$44,365.00	\$19,243.73	43.38%	\$40,898.17
Utilities and Fuel	18,985.39	\$26,000.00	\$7,014.61	26.98%	\$19,974.01
Materials and supplies	165,765.92	\$350,665.00	\$184,899.08	52.73%	\$245,274.22
Maintenance and repairs	1,138.72	\$18,600.00	\$17,461.28	93.88%	\$9,089.20
Rents and leases	180,580.41	\$273,500.00	\$92,919.59	33.97%	\$245,987.88
Purchased and contracted services	78,031.78	\$184,545.00	\$106,513.22	57.72%	\$107,914.89
Grants to others	17,201,803.06	\$17,063,700.00	(\$138,103.06)	(0.81%)	\$16,931,438.07
Capital expense	76,989.05	\$120,500.00	\$43,510.95	36.11%	\$120,686.15
	23,335,256.00	\$26,362,486.00	\$3,027,230.00	11.48%	\$25,139,489.22
	=====	=====	=====	=====	=====
NET (REVENUE)/EXPENDITURE	16,517,963.99	\$16,445,839.00	(\$72,124.99)	(0.44%)	\$16,212,866.19

13.

5(K)

City of Sault Ste Marie
LEVY BOARDS
For the Nine Months Ending September 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual
REVENUE					
EXPENDITURES					
Grants to others	\$2,145,038.00	\$2,145,040.00	\$2.00	0.00%	\$2,118,345.00
	2,145,038.00	\$2,145,040.00	\$2.00	0.00%	\$2,118,345.00
NET (REVENUE)/EXPENDITURE	2,145,038.00	\$2,145,040.00	\$2.00	0.00%	\$2,118,345.00

14.

5(k)

City of Sault Ste Marie
OUTSIDE AGENCIES
For the Nine Months Ending September 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual
REVENUE					
Fees and user charges		\$0.00	\$0.00		(\$2,138.00)
		\$0.00	\$0.00		(\$2,138.00)
EXPENDITURES					
Grants to others	3,369,214.55	\$4,255,070.00	\$885,855.45	20.82%	\$4,209,205.73
Transfer to own funds		\$80,000.00	\$80,000.00	100.00%	\$80,000.00
	3,369,214.55	\$4,335,070.00	\$965,855.45	22.28%	\$4,289,205.73
NET (REVENUE)/EXPENDITURE	3,369,214.55	\$4,335,070.00	\$965,855.45	22.28%	\$4,287,067.73

City of Sault Ste Marie
OUTSIDE AGENCIES - OTHER
For the Nine Months Ending September 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual	Notes
REVENUE						
Fees and user charges	(\$150,000.00)	(\$200,000.00)	(\$50,000.00)	25.00%	(\$200,000.00)	(1)
Contribution from own funds	(412,464.26)	(\$464,850.00)	(\$52,385.74)	11.27%	(\$419,206.88)	(2)
	(562,464.26)	(\$664,850.00)	(\$102,385.74)	15.40%	(\$619,206.88)	
	=====	=====	=====	=====	=====	
EXPENDITURES						
Materials and supplies	562,464.26	\$664,850.00	\$102,385.74	15.40%	\$619,206.88	(3)
Grants to others	1,505,795.30	\$2,032,685.00	\$526,889.70	25.92%	\$1,965,879.63	
	2,068,259.56	\$2,697,535.00	\$629,275.44	23.33%	\$2,585,086.51	
	=====	=====	=====	=====	=====	
NET (REVENUE)/EXPENDITURE	1,505,795.30	\$2,032,685.00	\$526,889.70	25.92%	\$1,965,879.63	

Notes:

- 1) Group Health Centre Q3 and Q4 contribution to Physician Recruitment outstanding.
- 2) Physician Recruitment funds from Hospital Reserve Fund. No material variance anticipated.
- 3) Physician Recruitment expenses, funded from reserve fund (see note 2) No variance anticipated.

16.

5(k)

City of Sault Ste Marie
ECONOMIC DIVERSIFICATION PROJE
For the Nine Months Ending September 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual
REVENUE					
Government grants	(\$24,521.00)	\$0.00	\$24,521.00		(\$54,479.00)
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	96,054.57	\$0.00	(\$96,054.57)		\$753,923.14
Transfer to own funds	500,000.00	\$500,000.00	\$0.00		\$500,000.00
	596,054.57	\$500,000.00	(\$96,054.57)	(19.21%)	\$1,253,923.14
NET (REVENUE)/EXPENDITURE	542,286.33	\$500,000.00	(\$42,286.33)	(8.46%)	\$500,000.00

17.
5(k)

City of Sault Ste Marie
CORPORATE - FINANCIALS
For the Nine Months Ending September 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual	Notes
REVENUE						
Taxation	(\$100,975,482.69)	(101,029,465.00)	(53,982.31)	0.05%	(98,734,596.43)	(1)
Payment in Lieu of taxes	(4,411,832.44)	(\$4,317,240.00)	\$94,592.44	(2.19%)	(\$4,665,890.24)	
Fees and user charges	(9,546,359.95)	(\$14,922,000.00)	(\$5,375,640.05)	36.02%	(\$13,904,462.72)	
Government grants	(14,094,350.00)	(\$18,229,000.00)	(\$4,134,650.00)	22.68%	(\$18,431,700.00)	(2)
Investment income	(2,941,899.18)	(\$4,071,500.00)	(\$1,129,600.82)	27.74%	(\$4,481,194.46)	
Other income	(683,506.21)	(\$1,400,000.00)	(\$716,493.79)	51.18%	(\$1,366,991.50)	(3)
Prior year surplus	(3,158,356.00)	(\$3,158,356.00)	\$0.00		(\$2,174,205.00)	
	(135,811,786.47)	(\$147,127,561.00)	(\$11,315,774.53)	7.69%	(\$143,759,040.35)	
EXPENDITURES						
Salaries		\$714.00	\$714.00	100.00%	\$75.00	
Benefits	90,355.00	\$111,140.00	\$20,785.00	18.70%	\$101,141.44	
Materials and supplies	222,649.09	\$222,000.00	(\$649.09)	(0.29%)	\$243,911.68	
Financial expenses		\$0.00	\$0.00		\$104,449.51	
Purchased and contracted services	13,745.04	\$31,000.00	\$17,254.96	55.66%	\$35,646.01	
Grants to others	1,575,863.72	\$2,100,900.00	\$525,036.28	24.99%	\$2,100,846.78	(4)
Transfer to own funds	1,643,356.00	\$11,476,816.00	\$9,833,460.00	85.68%	\$9,725,352.34	(5)
	3,545,968.85	\$13,942,570.00	\$10,396,601.15	74.57%	\$12,311,422.76	
NET (REVENUE)/EXPENDITURE	(132,265,817.62)	(\$133,184,991.00)	(\$919,173.38)	0.69%	(\$131,447,617.59)	

Notes:

- 1) All levied tax recorded. No material variances. Supplementary taxes at \$1,532,620 and Budget \$635,000.
- 2) OMPF 2010 reconciliation payment of \$422,600 received. 2013 grant matches budget.
- 3) Gaming and Casino revenue reflect for Q1 and Q2 only. Trending lower than budget. Estimated deficit: \$35,000
- 4) Hospital payment made quarterly.
- 5) Sewer Surcharge transfer to capital and Capital from Current done at year end.

18.

5(k)

City of Sault Ste Marie
CAPITAL LEVY & DEBENTURE DEBT
For the Nine Months Ending September 30, 2013

Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual
REVENUE					
Fees and user charges	(\$264,423.52)	(\$350,000.00)	(\$85,576.48)	24.45%	(\$360,197.82)
	(264,423.52)	(\$350,000.00)	(\$85,576.48)	24.45%	(\$360,197.82)
	=====	=====	=====	=====	=====
EXPENDITURES					
Long term debt	2,832,898.97	\$9,787,935.00	\$6,955,036.03	71.06%	\$9,112,748.97
Transfer to own funds		\$0.00	\$0.00		\$700,000.00
	2,832,898.97	\$9,787,935.00	\$6,955,036.03	71.06%	\$9,812,748.97
	=====	=====	=====	=====	=====
NET (REVENUE)/EXPENDITURE	2,568,475.45	\$9,437,935.00	\$6,869,459.55	72.79%	\$9,452,551.15

Notes:

Capital provision entries not posted. No variances anticipated in cost centre.

19.
5(k)

City of Sault Ste Marie
EDUCATION REQUISITION
For the Nine Months Ending September 30, 2013

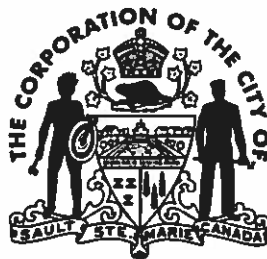
Department	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2012 Actual
REVENUE					
Taxation	(\$19,436,270.29)	(19,364,905.00)	71,365.29	(0.37%)	(19,422,120.14)
	(19,436,270.29)	(\$19,364,905.00)	\$71,365.29	(0.37%)	(\$19,422,120.14)
	=====	=====	=====	=====	=====
EXPENDITURES					
Grants to others	14,452,383.50	\$19,364,905.00	\$4,912,521.50	25.37%	\$19,422,120.14
	14,452,383.50	\$19,364,905.00	\$4,912,521.50	25.37%	\$19,422,120.14
	=====	=====	=====	=====	=====
NET (REVENUE)/EXPENDITURE	(4,983,886.79)	\$0.00	\$4,983,886.79		\$0.00

Notes:

Final payment made Dec 15. No variance expected.

20.
5(k)

Danny Krmpotich
Local Immigration
Partnership Coordinator



Social Services
Local Immigration
Partnership

2013 11 04

Mayor Debbie Amaroso and
Members of City Council

**RE: Local Immigration Partnership Contribution Agreement Amendment –
2013-4 Fiscal Year – By-Law Number 2013-202**

PURPOSE

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

BACKGROUND

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

ANALYSIS

Citizenship and Immigration Canada, is proposing full funding for the Local Immigration Partnership from October, 2013 to March 31, 2014 to deliver settlement strategies, implement action items, and to provide guidance and facilitate community collaboration at the local and regional levels.

IMPACT

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

STRATEGIC PLAN

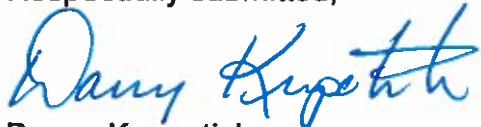
This item is linked to Strategic Direction 3: Enhancing Quality of Life, Objective 3B – Planning for the Future

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

RECOMMENDATION

It is recommended that Council authorize By-Law 2013-202, Contribution Agreement Amendment between the City of Sault Ste. Marie Social Services Department and Citizenship and Immigration Canada for the time period of October, 2013 to March 31, 2014.

Respectfully submitted,

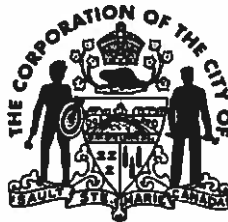


Danny Krmpotich
Local Immigration Partnership Coordinator

Recommended for approval,



Mike Nadeau
Commissioner Social Services



November 4, 2013

Mayor Debbie Amaroso and
Members of City Council

AMOUNT OF OUTDOOR RECREATION SPACE IN SAULT STE. MARIE

PURPOSE

This report is in response to a question at the October 21, 2013 Council meeting regarding the amount of outdoor recreation space in Sault Ste. Marie.

BACKGROUND

At the October 21, 2013 Council meeting, during my presentation on the Parks and Recreation Master Plan, Councillor Fata asked me how much green space I thought we had in Sault Ste. Marie – average or above average. My reply was that I did not have the statistical information with me on how we compared to other municipalities. Council Fata commented further that his impression was that there was too much green space in the city.

ANALYSIS

Each year the Finance Department issues the annual "Municipal Performance Measurement Program Results". In accordance with Provincial requirements the municipality reports on over 50 performance measures. The document also provides the results of other Northern Ontario municipalities specifically North Bay, Sudbury, Timmins and Thunder Bay, and how we compare to them.

Two of the Parks and Recreation measurements reported on are:

1. Outdoor Recreation Facility Space (... "includes facilities built or enclosed structures used for the purposes of community recreation and leisure.")
2. Hectares of Open Space (... "includes all outdoor open spaces that provide opportunities and benefits for active, passive and programmed community recreation and leisure; contribute to the preservation and protection of open space and the environment and are generally accessible to the public.")

Attached are the 2011 results for these measurements, as reported to Council. The City has the lowest number of total square metres of outdoor recreation space of all of the Northern Ontario cities. With respect to the hectares of open space measurement, the City ranked second last amongst Northern Ontario cities.

IMPACT

There is no budget impact.

STRATEGIC PLAN

This matter is not specifically mentioned in the Corporate Strategic Plan

RECOMMENDATION

That the report of the Commissioner of Community Services concerning the amount of outdoor recreation space in Sault Ste. Marie be received as information.

Respectfully submitted,

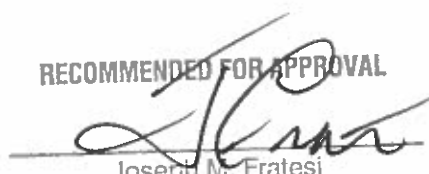


Nicholas J. Apostle
Commissioner Community Services

jb/council/2013/amount of green space in the city

attachments

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer



City of Sault Ste. Marie
2011 Municipal Performance Measurement Program Results

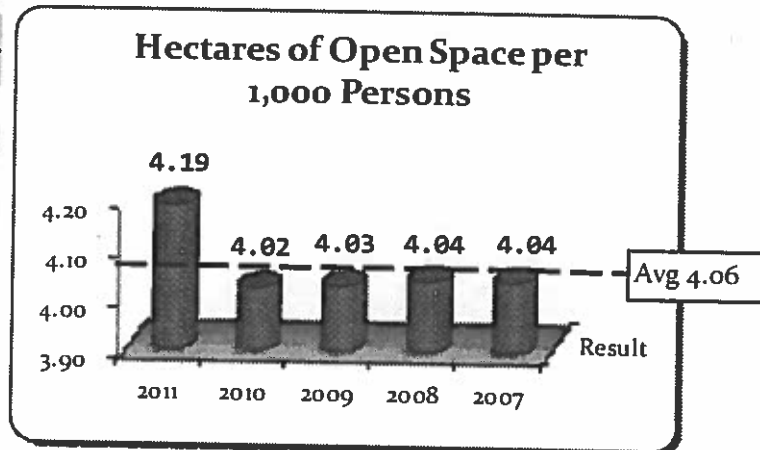
Effectiveness Measure 10.6

Hectares of Open Space

City of Sault Ste. Marie Year to Year Results

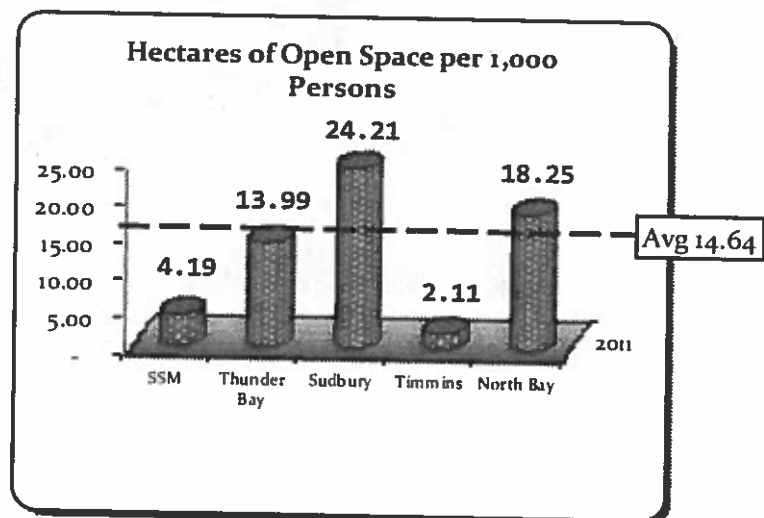
Year	Result
2011	4.19
2010	4.02
2009	4.03
2008	4.04
2007	4.04

avg 4.06



Results Comparison to Other Northern Municipalities
 (SSM's 2011 result compared to others' 2011 results)

City	2011
SSM	4.19
Thunder Bay	13.99
Sudbury	24.21
Timmins	2.11
North Bay	18.25
Other Northern Municipality Avg	14.64



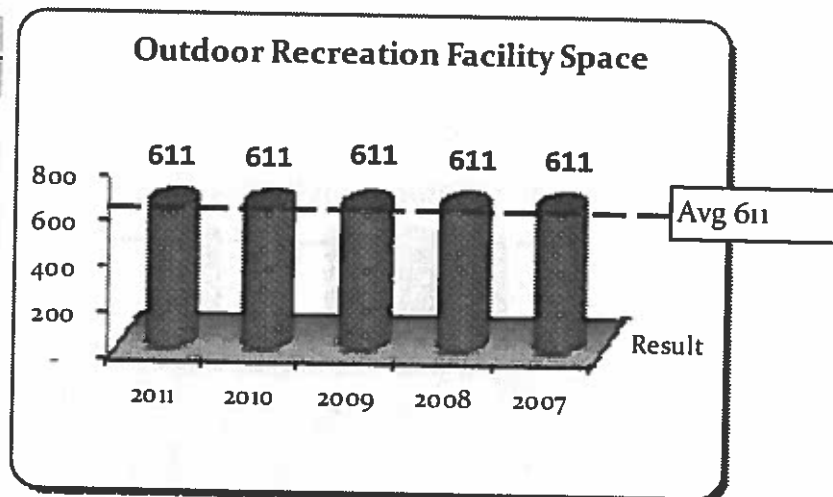


City of Sault Ste. Marie 2011 Municipal Performance Measurement Program Results

5(m)

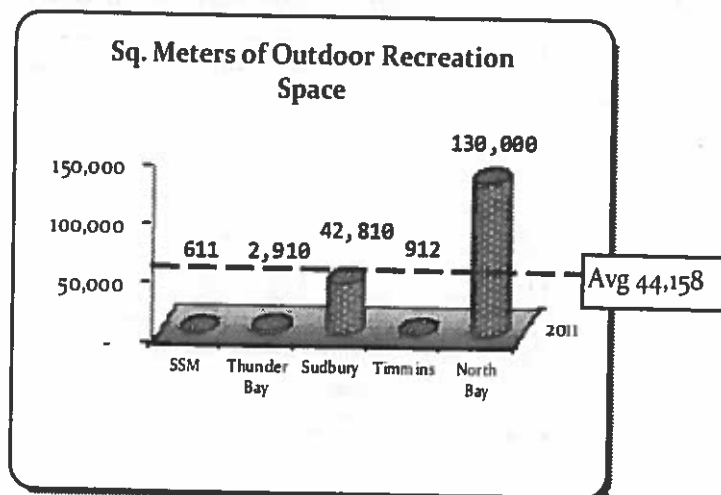
City of Sault Ste. Marie Year to Year Results

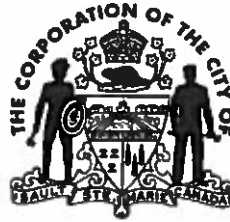
Year	Result
2011	611
2010	611
2009	611
2008	611
2007	611
Avg	611



Results Comparison to Other Northern Municipalities (SSM's 2011 result compared to others' 2011 results)

City	2011
SSM	611
Thunder Bay	2,910
Sudbury	42,810
Timmins	912
North Bay	130,000
Other Northern Municipality Avg	44,158





November 4, 2013

Mayor Debbie Amaroso and
Members of City Council

WALK OF FAME UPDATE

PURPOSE

This report is in response to the Council resolution dated May 27, 2013:

"Whereas the Walk of Fame program was established in 2002 to provide recognition of citizens or former citizens who have demonstrated outstanding achievements; and
Whereas recognition is provided in the form of granite maple leaves embedded in the sidewalk in the downtown area adjacent to Essar Centre; and
Whereas the existing granite maple leaves have been adversely impacted by weather and other conditions;
Now Therefore Be It Resolved that appropriate staff be requested to review options to remediate the situation (including investigating relocation of the leaves) and report back to City Council with recommendations and associated costs."

BACKGROUND

Subsequent to the Council resolution, separate meetings were held with the Commissioner of Public Works and Transportation and the architect for the Essar Centre, Mr. Franco Pastore of EPOH Inc.

In addition, Mr. Marty McCarthy contacted me and mentioned that we should also look into an interactive format using technology that would allow people to access information, on each Walk of Fame inductee, by way of their smart phone.

ANALYSIS

Currently the granite maple leaves that identify each inductee are embedded in the sidewalk. In order to remediate the adverse impact of the weather and other conditions on the maple leaves, the recommendation is to identify each inductee on the exterior wall of the Essar Centre.

Staff in conjunction with the EPOH Inc. will develop various options for the displaying of the Walk of Fame inductees on the Essar Centre exterior wall. These options along with their estimated costs will be presented to Council for their consideration. It is anticipated that Council will have the necessary information in time for the 2014 Budget deliberations.

IMPACT

There is no financial impact at this time. A further report will be presented to Council that will identify various options and cost estimates.

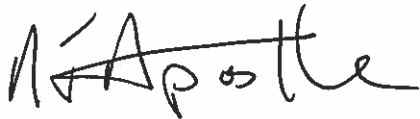
STRATEGIC PLAN

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

RECOMMENDATION

That the report of the Commissioner of Community Services concerning the Walk of Fame be received as information.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "N. Apostle". The signature is fluid and cursive, with a large initial "N" and a stylized "A" followed by "postle".

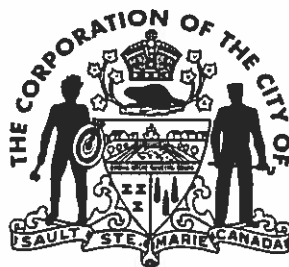
Nicholas J. Apostle
Commissioner Community Services

j:\council\2013\walk of fame nov 4

cc: B. Freiburger, Commissioner of Finance & Treasurer

Jerry Dolcetti, RPP
Commissioner

Catherine Taddo, P. Eng.
Land Development & Environmental
Engineer



**ENGINEERING & PLANNING
DEPARTMENT**

Engineering & Construction Division

2013 11 04

File: 2013-11E

Mayor Debbie Amaroso and
Members of City Council

**RE: CONTRACT 2013-11E
FERMENTED SLUDGE RECYCLE**

PURPOSE

The purpose of this report is to obtain approval to award Contract 2013-11E to complete the fermented sludge recycle project at the East End Wastewater Treatment Plant.

BACKGROUND

At the July 15, 2013 Council meeting Council authorized entering into an Agreement with AECOM for design, supervisory control and data acquisition (SCADA) programming and implementation, and contract administration for the fermented sludge recycle project under By-law 2013-120.

ANALYSIS

A total of two (2) tenders were received. All tenders submitted were found to be complete. The results are summarized in the attached report. The low tender of \$44,942.36 (including HST) was received from McLeod Brothers Mechanical. The tender amount is lower than the Engineer's tender estimate by \$34,722.64 (including HST) or approximately 44%.

Subsequent to the closing of the tender it was determined that an additional valve will be required, that is anticipated to be more than the contingency value included in the Contract. Therefore, it is recommended that the contingency value be increased from \$3,000 to \$10,000 to account for the design change, and any additional contingency for the Contract. The revised value of \$52,852.36 (including HST) is approximately \$26,812.64 less than the Engineer's tender estimate, or approximately 34%.

IMPACT

When recoverable HST is removed and allowances for engineering, contingencies, and SCADA programming and implementation are added, the City's cost to complete this project is estimated to be \$72,526.39. This is within the budget allowance of \$120,000 for the project established through the sanitary sewer surcharge account.

STRATEGIC PLAN

This project is not specifically identified; however, it is related to Strategic Direction 1 - Developing Solids Infrastructure under Direction 1A – Environmental Leadership.

RECOMMENDATION

It is recommended that the report of the Land Development and Environmental Engineer concerning the Fermented Sludge Recycle project be received, and the following recommendations be approved:

1. Contract 2013-11E be awarded to McLeod Bros. Mechanical, and;
2. The contingency value for McLeod Bros. Mechanical be increased from \$3,000 to \$10,000 for a total value of \$52,852.36 (including HST).

By-law 2013-194 authorizing the execution of the agreement can be found elsewhere on this evening's Agenda.

Respectfully submitted,



Catherine Taddo, P. Eng.
Land Development and Environmental Engineer

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner
Engineering and Planning Department

Attach.

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer



AECOM

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

705 942 2612 tel
705 942 3642 fax

October 25, 2013

Ms. Catherine Taddo, P. Eng.
City of Sault Ste. Marie
Engineering Department
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

Dear Ms. Taddo:

Project No: 60304971

**Regarding: East End WPCP – Fermented Sludge Recycle
Contract No. 2013-11E
Tender Report**

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

1.0 Introduction

Contract No. 2013-11E – East End WPCP Fermented Sludge Recycle consists of modifications to the existing fermented sludge pump room including relocation of existing flow meter, supply and installation of new actuator on existing valve, supply and installation of new motorized gate valve and piping along with all associated electrical and control work to automate valves.

The tender advertisement was published in the Sault Star on Saturday, October 5, 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, Sudbury Construction Association, and the Consultant's office.

A total of three (3) Contractors and Subcontractors picked up tender documents during the tender period following submission of the \$50.00 refundable deposit. Plan takers consisted of two (2) general contractors, and one (1) subcontractor.

No addenda were issued during the tender period.

2.0 Summary of Tenders

Two (2) Contractors submitted sealed tenders for Contract No. 2013-11E to the City Clerk's office prior to the closing time of 3:00 p.m. on Wednesday, October 23, 2013. The tenders were publicly opened at 3:15 p.m. on the same day by Councillor Steve Butland in the presence of City and Consultant staff. At the time of the tender opening, the Total Tender Values were read and the tenders were reviewed to ensure they included the required \$5,000 tender deposit and agreement to bond.

The tender deposits, which were in the form of certified cheques, were retained by the City while the balance of the tender submissions was provided to the Consultant for a further review of each tender submitted.

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

1.	McLeod Bros. Mechanical Inc.	-	\$44,942.36
2.	R.F. Contracting Inc.	-	\$78,523.70

It should be noted that the Total Tender Price for each includes a contingency allowance of \$3,000.

The Engineer's tender estimate for this Contract was \$79,665.00 (incl. HST) which was based on a budget estimate established during the design stage. A General Summary of Tender Prices for each of the above tenders along with the Engineer's tender estimate is attached as Appendix 1. The original copies of all tenders received are 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 Information to Tenderers. A Summary of the review is attached as Appendix 2. The following specific comments are noted:

1. All tenders were properly signed, sealed and executed.
2. The tenders were checked for mathematical errors. There were no errors in either submission.
3. The Instructions to Tenderers indicated that all tenders were to include a \$5,000 tender deposit in the form of a certified cheque. Both tenders complied with submission of the required certified cheques.
4. The tender document called for submission of Appendix 'A' to 'D' which outline the tenderers' list of bid documents, list of subcontractors and suppliers, alternative prices, and breakdown of total tender price. Both tenderers filled in the appropriate statements or attached separate breakdowns.

5. The tenderers were required to provide an Agreement to Bond from a Surety Company certifying that they are able to obtain the required 100% Performance and 50% Labour and Material Payment bonds. An Agreement to Bond was attached to each tender submitted.

4.0 Low Bidder Experience

With respect to the low tenderer, McLeod Brothers Mechanical, they are a well-known local mechanical Contractor who has completed similar City contracts in the past including related work at the East End WPCP. Subcontractors identified in their tender submission include S&T Electrical for the electrical items who also has experience with similar work on past City contracts.

5.0 Tender Estimate

The low tender amount of \$44,942.36 (incl. HST) is lower than the Engineer's tender estimate by \$34,722.64 (incl. HST) or approx. 44%.

6.0 Conclusions

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

1. The required by-law be passed by Council as per the attached Form of Agreement 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 (ie: bonds, insurance, etc.) and prepare the related contracts for signing by both parties.

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.



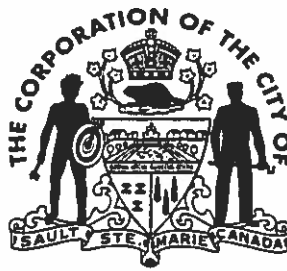
Darrell Maahs, C. Tech.
Project Manager

DM:nm
Encl.

5(A)

Jerry Dolcetti, RPP
Commissioner

Don Elliott, P. Eng.
Director of Engineering Services



**Engineering & Planning
Department**

2013 11 04

File: B-13-05

Mayor Debbie Amaroso
and Members of Council

Re: Repairs to Bridges and Culverts – September 9/10, 2013 Flooding

PURPOSE

The purpose of this report is to obtain Council approval to proceed with repairs to structures damaged in the September 2013 flooding event. In order to expedite repairs, approval is sought to sole source the required work to contractors and consultants.

BACKGROUND

Council is aware that three bridge structures were significantly damaged in the September 9/10, 2013 flooding event, and others experienced considerable erosion problems. A consulting engineer has been retained and has prepared designs for repair, and continues to prepare designs for repair to these and other bridges that have had significant scour problems due to the high flows.

It should be noted from an asset management view, that some structures will be improved with this expenditure. This expenditure is more than just the repair of flooding damage, but will add longevity to some structures, and improve their ability to resist damage in the future due to high flows.

A list of flooding damage by structure is attached, with costs shown where known. Costs shown in *italics* are budget figures only. Updates to this list will be brought to Council for approval of expenditures as detailed costs become known.

ANALYSIS

There are engineering efforts ongoing at several bridge structures at this time. They are summarized as follows:

Bridge No. 8: Fourth Line at Root River: Road repairs and asphalt paving on a 150 m stretch of Fourth Line are complete. A quote of \$168,794 has been received based on the design for underpinning and repairs to the east abutment and approach slab. Once repairs are complete, the bridge can be opened prior to the re-alignment of the river. Engineering is

underway for realignment of the Root River upstream. An allowance of \$189,000 has been included for work in the river, as it is extensive.

Bridge No. 10: Allen's Side Road at West Davignon Creek: This bridge must be completely replaced. The concrete box culvert has been purchased. The cost for installation and approaches is \$368,313. It is noted that this bridge was near the top of our priority list for replacement. It was likely that it would have been recommended in the capital construction plan for replacement around 2016. Accordingly, the design for repair has been completed so that the new bridge structure is to current standards, and not just a replacement of the existing works.

Bridge No. 31: Old Goulais Bay Road at a branch of the Canon Creek: This bridge failed, but its concrete arch components can be salvaged. Design of replacement footings and protective sheet piling is underway. It will require a temporary bridge structure during construction. Installation and removal of the temporary structure is quoted at \$86,895 and can proceed. The current 5 tonne load restriction on the main structure will not apply to the temporary by-pass bridge. An accurate cost will be known when design is complete.

Bridge No. 1: Great Northern Road over the Root River: This bridge experienced the loss of a storm drain on the upstream side, and slope failure on the downstream side. It is proving to be a very difficult design for slope protection measures, due to steepness of slope and limited access. A preliminary budget allowance of \$150,000 is being suggested at this time, but detailed cost estimates are not known.

This structure was formerly a connecting link, and capital works were funded 75% by the Ministry of Transportation. Unfortunately, this unforeseen cost must be covered 100% by the City, unless the province will contribute.

Bridge No. 7: Old Garden River Road over the Root River: This bridge experienced minor erosion and design is underway to construct repair and protective measures for scour and erosion.

Bridges (box culverts) No: 11, 21, 35, 39 and 41 on Second and Third Lines: All have suffered erosion and scour problems. Some will have to be engineered. Detailed cost estimates are not known at this time. An allowance for repairs has been included.

Bridges 12, 13, 14 and 15: These are the four single lane structures shared with the Township of Prince. All have some scour issues; however, given the funding announcement and their pending reconstruction, the consultant has advised that no remedial work as a result of flooding damage is required.

Rosedale Ravine Box Culvert: The Rosedale ravine box culvert has experienced severe erosion at the inlet and outlet, and the outlet section was dislodged. Repairs to this facility are estimated at \$60,000 including engineering.

Cross Culverts: One road cross culvert has been identified as needing replacement. It is located on Fourth Line near back Country Court. Replacement cost is estimated at \$120,000.

Orthophotography: Due to re-alignment of some of our rivers, new orthophotography and contours are required for the Conservation Authority to produce new floodplain mapping. The City's share of that \$80,000 cost is estimated to be \$20,000.

IMPACT

The City does not have emergency funding for capital repairs to these facilities; however, the approved 2014 capital plan includes an allowance of \$2.5M for bridges and aqueducts. The intended purpose of this was to cover the City share of the four bridges we share with Prince, which is approximately \$400,000, and the remainder was going to be applied to the next phase of the Fort Creek aqueduct rebuild. It is recommended that a portion of this capital allowance be diverted to the necessary bridge structural and scour repairs, and that the second phase of the Fort Creek aqueduct be deferred to 2015. Quotes for the work are based on unit prices and estimated quantities. Actual final costs will be based on actual unit quantities.

STRATEGIC PLAN

Bridge repairs are linked to the Transportation Network Improvements objective under the Developing Solid Infrastructure strategic direction.

RECOMMENDATION

In response to the flood damage of September 9/10, 2013, it is recommended that:

- The majority of the 2013 \$2.5M capital budget for bridges and aqueducts be applied to the bridge structural and scour repairs to bridges No 8, Allen's Side Road, No. 10, Fourth Line, No 31, Old Goulais Bay Road, No. 7, Old Garden River Road, No. 1, Great Northern Road, as well as scour and erosion issues on several other bridges and culverts,
- Avery Construction be authorized to proceed with repairs to Bridge No. 8 on Fourth Line at a cost of \$168,794,
- Belanger Construction be authorized to proceed with the temporary by-pass bridge to facilitate repairs to Bridge No: 31 on Old Goulais Bay Road at a cost of \$86,895,
- Avery Construction be authorized to proceed with complete reconstruction of Bridge No. 10 on Allen's Side Road at a cost of \$368,313,
- Palmer Construction Group be authorized to complete repairs to the Rosedale ravine box culvert for a cost of \$55,000,
- Tulloch Engineering be retained through an engineering agreement for design and construction administration for bridge and box culvert repairs for an estimated fee of \$185,000,
- STEM Engineering be authorized to provide engineering design for repairs to the Rosedale ravine box culvert for an estimated fee of \$5,000,
- The City's \$20,000 share of the cost of new orthophotography in 2014 be covered under this capital budget,
- The Engineering Division report back to Council for approval of remaining components when more detailed costs are known.

2013 11 04
Page 4

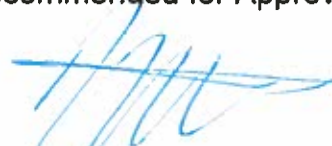
Respectfully submitted,



Don J. Elliott, P. Eng.
Director of Engineering Services

DE/bb
Attach.

Recommended for Approval:



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

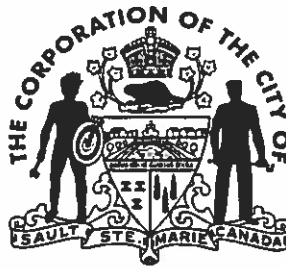
September 2013 Flood Damage to Bridges				
Date printed: 30-Oct-13				
Bridge	Damage	Item	Cost (Items in italics are preliminary budget estimates only)	Status: budget, quote, approved, complete
No 8: Root River Bridge at Fourth Line	Severe scour all comers. Undermining of east approach slab. Timber piles exposed. Engineering required Need to replace scour protection against all abutments. River requires re-alignment upstream of bridge	Road repairs	\$ 32,417	complete
		East abutment/approach slab rehab	\$ 168,794	quote
		Asphalt paving on Fourth Line	\$ 35,000	complete
		River realignment/channel work and revetment construction	\$ 189,000	budget
No 10: Allen Side Road	Bridge washed out. Channel cut to the south of the bridge. South abutment undermined. West side of bridge broken at widening of 1961 along construction joint.	Box culvert supply only	\$ 50,142	approved
		Installation, restore road and approaches	\$ 368,313	quote
No. 31: Old Goulais Bay Rd	Severe abutment and footing scour. South side of bridge has "slumped down". Some channel realignment to the east. No significant concerns noted to precast elements. Contact First Students - no buses. Contact Fire Services.	Temporary bridge for access	\$ 86,895	quote
		Reinstate footing and re-set concrete arches, provide sheet piling	\$ 441,000	budget
No. 1: Great Northern Road at Root River	Rip rap placed on SE approach to address immediate concerns with bank stability. Expand rip rap to the south on the southeast approach. Recommend this be Engineered. Extent of remedial work is not known. NW approach lost storm drain. Bank eroded. Replace and install slope protection and CSP. Repair minor washouts behind NW curb and fix concrete spillway	Scour repair, bank stabilization at southeast toe, and pipe replacement on upstream side	\$ 150,000	budget only
No. 7: Old Garden River Road at Root River	Moderate scour northwest abutment/wing wall. Repair required. Shoulders and slope repair required.		\$ 60,000	budget

September 2013 Flood Damage to Bridges				
Date printed: 30-Oct-13				
Bridge	Damage	Item	Cost (Items in Italics are preliminary budget estimates only)	Status: budget, quote, approved, complete
Bridges (box culverts) No's 11, 21, 35, 39 and 41	Erosion and scour repair.		\$ 180,000	budget
Rosedale Ravine	Reset displaced concrete box sections, repair erosion.		\$ 60,000	budget
Fourth Line culvert near Back Country Court	Replace failed road cross culvert		\$ 120,000	budget
Engineering City share of orthophotography and contours for flood plain mapping (2014)			\$ 185,000	Fee estimate
			\$ 20,000	budget
		Sub Total	\$ 2,126,561	
		Plus unrebatable tax	\$ 37,427	
		Total	\$ 2,163,988	

5(9)

Jerry Dolcetti, RPP
Commissioner

Madison Zuppa, MES
Environmental Initiatives Coordinator



ENGINEERING & PLANNING
DEPARTMENT

Engineering & Construction Division

2013 11 04

File: 4.277

Mayor Debbie Amaroso and
Members of City Council

RE: SOLAR PHOTOVOLTAIC FIT APPLICATIONS

PURPOSE

The purpose of this report is to request Council support for eight (8) solar photovoltaic applications being submitted to the Ontario Power Authority Feed-In-Tariff Program.

BACKGROUND

The Feed-In-Tariff (FIT) is a provincial program administered by the Ontario Power Authority (OPA), which provides a pre-determined rate per kWh generated depending on the project type (i.e. rooftop solar, ground mounted solar, etc.). In December 2012, the OPA opened up a window for proponents to submit applications. City staff were aware of 11 rooftop solar photovoltaic applications totaling approximately 2 MW in size. In January 2013, City staff were advised that these applications were not likely to receive contracts due to local transmission capacity constraints. It is critical to note that these constraints are related to the FIT program and are defined by the OPA in their Transmission Availability Table (TAT).

The OPA initiated another review in the Summer/Fall of 2013 and have recently released new program rules for FIT 3.0, including domestic content changes, price adjustments and an updated TAT. The updated TAT, which can be found on the OPA's website¹, indicates that the Sault Ste. Marie Area (Appendix A) has approximately 10 MW of available capacity. Many applications that did not receive FIT 2.0 contracts will be able to re-apply to the OPA between November 4 through December 20, 2013, but will be subject to the FIT 3.0 rules.

Under the FIT 3.0 rules, priority points could be awarded to projects that receive municipal Council endorsement in the form of an OPA prescribed "Municipal Council Support Resolution". Proponents for the following projects have requested confirmation of Council support (see Schedule A):

1. SSM FNC Limited Partnership, 275 Second Line West, Sault Ste. Marie, Ontario, application for 500 kW for rooftop solar photovoltaic system; and
2. Fresh From the Sun Energy 2.0 LP, 44 Great Northern Road, Sault Ste. Marie, Ontario, application for a 200 kW rooftop solar photovoltaic system.

¹ OPA. 2013. Transmission Availability Table: October 9, 2013. [Online]. Available at: <http://fit.powerauthority.on.ca/sites/default/files/version3/TAT%20table%20-%20October%209%202013%20%28final%29%20.pdf>

The following proponents are requesting Council support for rooftop solar photovoltaic systems through Simcoe County Community Energy Co-operative Inc. (see Schedule A):

3. S. & T. Electrical Contractors Limited, 158 Sackville Road, Sault Ste. Marie, Ontario
4. Northside Toyota, 803 Great Northern Road, Sault Ste. Marie, Ontario
5. Avery Construction, 940 Second Line West, Sault Ste. Marie, Ontario
6. Cambrian Nissan, 460 Pim Street, Sault Ste. Marie, Ontario
7. Maitland Ford, 1124 Great Northern Road, Sault Ste. Marie, Ontario
8. National Supply, 9 Sackville Road, Sault Ste. Marie, Ontario

These projects support the Alternative Energy Capital of North America declaration carried at the regular Council meeting dated 2008 09 08:

Moved by Councillor S. Butland; Seconded by Councillor T. Sheehan: Resolved that Council adopt the mantle of being the "Alternative Energy Capital of North America".

The projects are also important to the development and maintenance of the community's role in the alternative energy sector. The presence of solar energy generation and manufacturing has positively influenced the economic and environmental landscape of the community.

ANALYSIS

Information was provided by Sunny Natalia, Solart Group (project 1); Melanie Warnock, Great Circle Solar Management Corp. (project 2); Michelle Bloom Contreras, EthoSolar Inc. (project 3-8).

IMPACT

There is no budgetary impact. Building permits will be required for the rooftop solar photovoltaic projects proposed, but local zoning and by-laws do not apply.

STRATEGIC PLAN

The Corporate Strategic Plan contains numerous references to environmental awareness and a reduction in CO₂ emissions; however, renewable energy projects are not included.

RECOMMENDATION

That the report of the Environmental Initiatives Coordinator concerning the solar photovoltaic FIT applications be received. By-law 2013-203 appears elsewhere on the agenda authorizing eight (8) Municipal Council Support Resolutions and is recommended for approval.

Respectfully submitted,



Madison Zuppa, MES
Environmental Initiatives Coordinator

Recommended for approval,



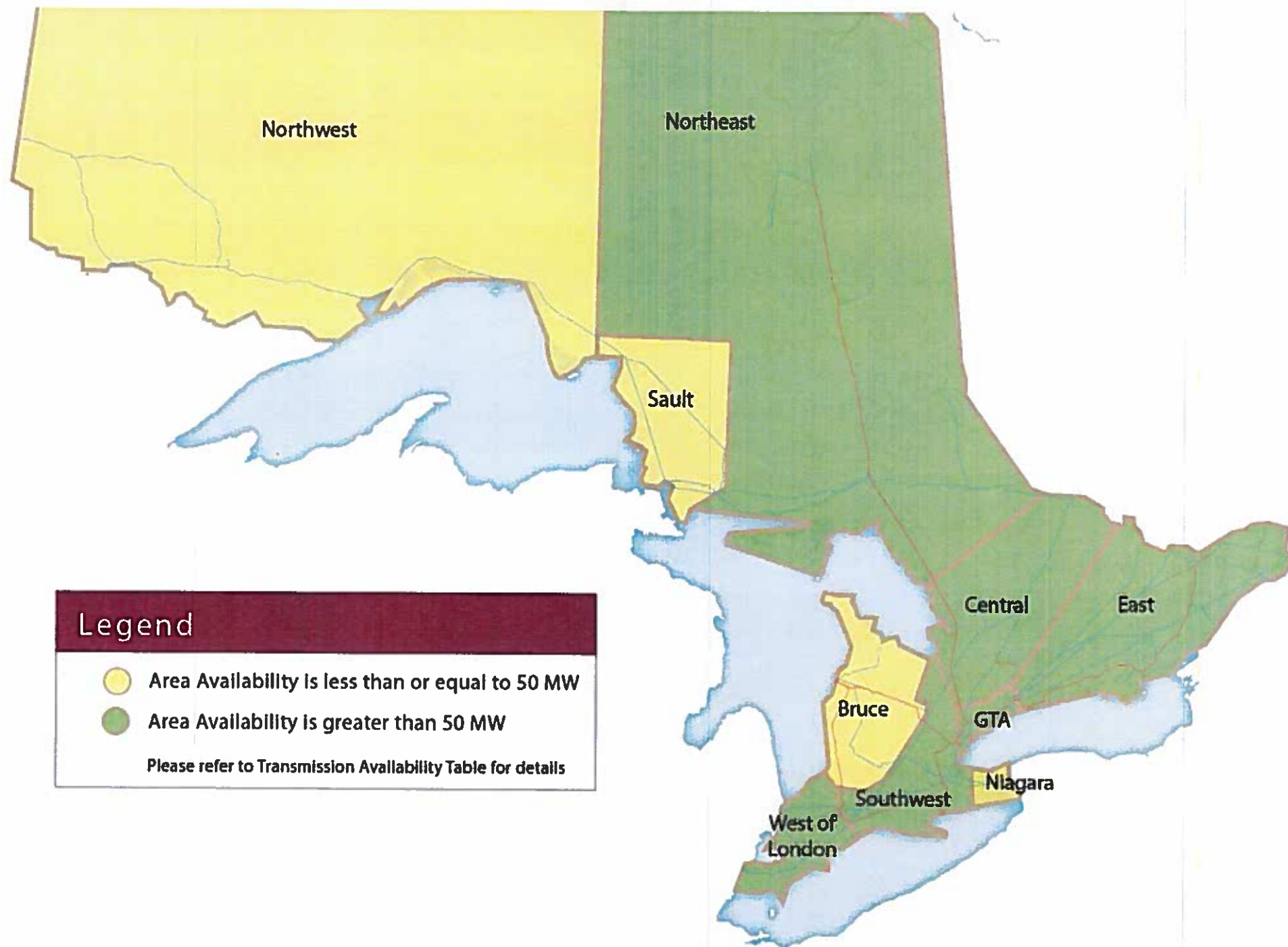
Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

Attach.



Joseph M. Fratesi

Chief Administrative Officer

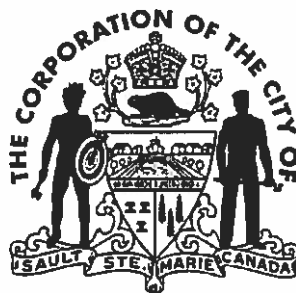


5(r)

**NUALA KENNY
CITY SOLICITOR**

**MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR**

**MATTHEW CAPUTO
SOLICITOR/PROSECUTOR**



LEGAL DEPARTMENT

File No. LE-118

2013 11 04

Mayor Debbie Amaroso and
Members of City Council

RE: 160 KEHOE AVENUE, LICENCE OF OCCUPATION OF CITY PROPERTY

PURPOSE

The purpose of this report is to seek Council's approval for a Licence to Occupy City Property Agreement (the "Licence Agreement") between the City and Beverley Pearce (the "Licencee") to permit a concrete path (the "Path") to be placed on a portion of the Kehoe Avenue boulevard in front of the Licencee's property (the "City Property") to accommodate an accessibility ramp being built on her property.

BACKGROUND

Beverley and William Pearce are the registered owners of 160 Kehoe Avenue (the "Pearce Property"). Mr. Pearce passed away a few years ago, and therefore the Licencee is now the sole owner of the Pearce Property. The Licencee has contracted CAPCO Construction to install a new ramp at her property to aid in her access and egress to and from her residence. The ramp that is currently present is too steep and high, thereby causing a dangerous situation for Mrs. Pearce.

We have been contacted by CAPCO Construction regarding this matter. The ramp is being constructed on the Licencee's Property, but a landing is also being constructed at the end to assist with the Licencee's ingress and egress to and from her residence. This landing is going to continue onto the City Property, and extend to the road. The City has therefore received a request from the Licencee for permission to use the City Property for the Path.

-more-

ANALYSIS

The Legal Department circulated this request to relevant City Departments for comment. The City's Engineering & Planning Department requested that the Licence Agreement provide for access by the major utility companies in the event that same was necessary. The City's Public Works & Transportation Department has requested that the curb at the end of the Path be made depressed to the road level to allow for safe ingress and egress. Further, they have requested that a four (4') foot buffer be extended back from the curb, and that anything constructed or placed within that buffer zone be made depressed into the ground to be flush with the top of the curb.

The term of the Licence Agreement is for one (1) year commencing on November 4, 2013 and continues thereafter from year to year until terminated. The Licence Agreement can be terminated by the City or the Licencee by giving three (3) months' notice to the other party.

The Licence Agreement permits Mrs. Pearce to construct the Path only on a portion of the City's boulevard at a defined location, and restricts any other use of the City Property. The Licencee shall apply for and receive a Curb Cut Permit from the City's Building Department prior to commencing the curb cut construction.

IMPACT

Not applicable.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

By-law 2013-195, which appears elsewhere on the agenda, authorizes the City to enter into the Licence Agreement between the City and Beverley Pearce, and is recommended for approval.

Respectfully submitted,



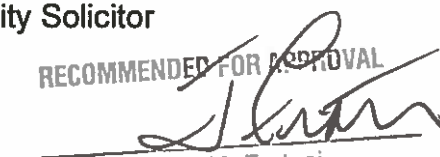
Matthew Caputo
Solicitor/Prosecutor

MC/cf

Recommended for approval,


for Nuala Kenny
City Solicitor

RECOMMENDED FOR APPROVAL

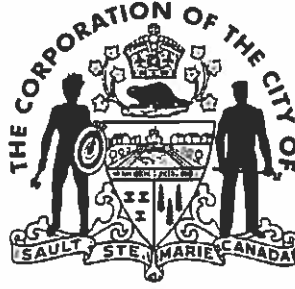


Joseph M. Fratesi
Chief Administrative Officer

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO
SOLICITOR/PROSECUTOR



LEGAL DEPARTMENT

File No. PR2.2

2013 11 04

Mayor Debbie Amaroso and
Members of City Council

RE: LANE CLOSING APPLICATION – CORNWALL & YORK SUBDIVISION, PLAN 703

PURPOSE

The purpose of this report is to seek Council's approval to close and convey a lane in the Cornwall & York Subdivision, Plan 703.

BACKGROUND

The Legal Department received a petition to close and convey the public lane described as:

PIN 31562-0409 (LT) LANE PL 703 TARENTORUS W OF LT 365 TO LT 376;
SAULT STE. MARIE.

The request was circulated to the appropriate departments. All comments were favourable.

ATTACHMENT

Attached as Schedule "A" is part of Map 97 showing the "subject property".

IMPACT

There is no significant financial impact associated with this matter.

STRATEGIC PLAN

N/A

-more-

2013 11 04
Page 2

RECOMMENDATION

By-law 2013-190, a by-law to assume the lane for public use and establish it as a public lane and By-law 2013-191, a by-law to stop up, close and authorize the conveyance of the lane have been prepared for your consideration and appear elsewhere on the agenda. By-law 2013-191 is before Council for the first and second reading this evening.

Respectfully submitted,

M. Br-Silver
for Nuala Kenny
City Solicitor

NK/cf
attachment

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Joseph M. Fratesi
Chief Administrative Officer

Q. 6

NOT

LINE

EAST

(PARLIAMENT STREET)
NOT OPEN

(CHARLES STREET)
NOT OPEN

NOY	OPEN
362-053 VL	362-053 VL
362-056 VL	
362-053 VL	

(JOHN STREET) DRIVEWAY ACCESS
NOT OPEN

362-052-01

10 metre wide (BUSH STREET) NOT OPEN

Subject
Property

(TAGONA AVENUE)

SLOPELAND : CONSERVATION AUTHORITY LAND

542-102

MALLARD'S

Jerry D. Dolcetti, RPP
Commissioner

Donald B. McConnell, MCIP, RPP
Planning Director



Celebrate 100!
1912 - 2012

ENGINEERING & PLANNING DEPARTMENT

Planning Division

Tel: (705) 759-5368
Fax: (705) 541-7165

2013 11 04

Mayor Debbie Amaroso and
Members of City Council

RE: Hub Trail Third Line Parking Lot

PURPOSE

The purpose of this report is to address an outstanding resolution, dated February 19, 2013, which requested a report from staff assessing the opportunity to provide a new access and parking area for the John Rowsell Hub Trail, off Third Line East.

ANALYSIS

A preliminary parking layout was developed by staff to provide 31 parking spaces (28 standard spaces, and 3 barrier free spaces), and is attached for Council's review. As proposed, the existing Hub Trail would have to be re-aligned around the future parking lot. Planning staff obtained a cost estimate to construct the new parking lot and re-align the trail from Kresin Engineering. The cost to construct the parking lot and re-align the trail is estimated at \$130,884.05 (cost breakdown of the proposed work is attached at the end of this report). With engineering, the total cost of the project is estimated at \$143,972.46

IMPACT

Staff has submitted a request as part of the supplementary budget for Council's review. Should this be approved, Planning staff will initiate engineering and design work. The project will most likely be implemented as part of the 2014 Miscellaneous Construction project, in order to obtain a more competitive price for the construction.

STRATEGIC PLAN

Addressing the Hub Trail "gaps" and the implementation of the Cycling Master Plan are identified under Strategic Direction 3: Enhancing Quality of Life.

RECOMMENDATION

That City Council accepts this report as information and that funding be considered as part of the 2014 supplementary budget deliberations.

Respectfully submitted,



Stephen Turco, MCIP, RPP
Planner

Recommended for approval,



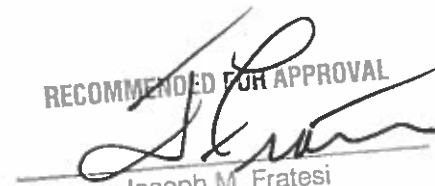
Donald B. McConnell, MCIP, RPP
Planning Director

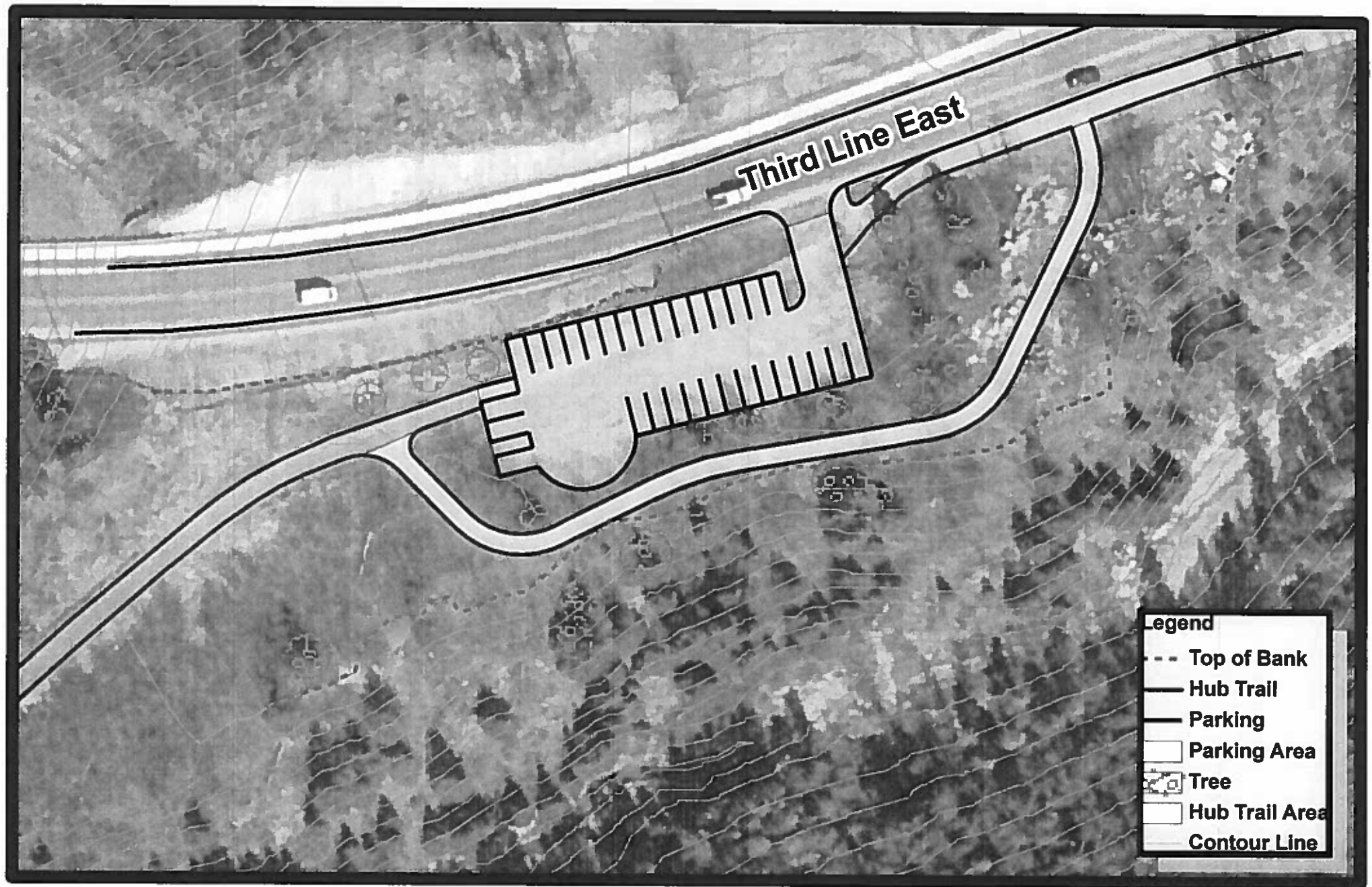
Recommended for approval,



Jerry Dolcetti, RPP
Commissioner Engineering & Planning

ST/ps
attachment(s)

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer



PARKING: 3 Barrier Free + 28 Standard = 31 Spaces Total

AREA / LENGTH: Hub Trail Extension = 442 sq m = 142m long X 3.04m / Parking = 1,105 sq m

THIRD LINE HUB TRAIL PARKING CONCEPT



METRIC SCALE

5(+)

5(+)

Kresin Engineering Estimate

Schedule of Items and Prices			30 SPACES			20 SPACES		
Part "A" - Roadworks								
Item No.	Item Description	Unit Price	Estimated Quantity	Unit	Total Price	Estimated Quantity	Unit	Total Price
A.1	Performance security	\$ 5,000.00	1	L.S.	\$ 5,000.00	1	L.S.	\$ 5,000.00
A.2	Mobilization and demobilization	\$ 5,000.00	1	L.S.	\$ 5,000.00	1	L.S.	\$ 5,000.00
A.3	Pre-construction insurance inspection	\$ 1,000.00	1	P.S.	\$ 1,000.00	1	P.S.	\$ 1,000.00
A.4	Pre-construction survey layout	\$ 1,000.00	1	L.S.	\$ 1,000.00	1	L.S.	\$ 1,000.00
A.5	Remove and re-install traffic signs		0	L.S.	\$ -	0	L.S.	\$ -
A.6	Erosion and sediment control	\$ 500.00	1	L.S.	\$ 500.00	1	L.S.	\$ 500.00
A.7	Supply, install and maintain traffic control signing	\$ 500.00	1	L.S.	\$ 500.00	1	L.S.	\$ 500.00
A.8	Remove and dispose of existing asphalt trail	\$ 3.00	190	m ²	\$ 570.00	84	m ²	\$ 252.00
A.9	Earth excavation and grading and disposal of surplus/unacceptable material	\$ 12.00	860	m ³	\$ 10,320.00	553	m ³	\$ 6,636.00
A.10	Remove and dispose of concrete curb and gutter (15m)	\$ 4,200.00	1	L.S.	\$ 4,200.00	1	L.S.	\$ 4,200.00
A.11	Supply and place non-woven geotextile	\$ 2.00	1320	m ²	\$ 2,640.00	825	m ²	\$ 1,650.00
A.12	Supply and place Granular 'B'	\$ 14.00	610	m ³	\$ 8,540.00	383	m ³	\$ 5,362.00
A.13	Supply and place Granular 'A'	\$ 19.00	490	tonne	\$ 9,310.00	300	tonne	\$ 5,700.00
A.14	Supply and place HL3 hot mix asphalt	\$ 180.00	160	tonne	\$ 28,800.00	100	tonne	\$ 18,000.00
A.15	Asphalt trial batches	\$ 578.00	0	ea.	\$ -	0	ea.	\$ -
A.16	Supply and place Construct concrete curb and gutter (depression)(15m)	\$ 2,000.00	1	L.S.	\$ 2,000.00	1	L.S.	\$ 2,000.00
A.17	Supply & place topsoil and sod	\$ 15.00	400	m ²	\$ 6,000.00	300	m ²	\$ 4,500.00
TOTAL PRICE - PART "A"					\$ 85,380.00			\$ 61,300.00
Part "B" - Hub Trail (3m)								
Item No.	Item Description	Unit Price	Estimated Quantity	Unit	Total Price	Estimated Quantity	Unit	Total Price
B.1	Earth excavation and grading and disposal of surplus/unacceptable material	\$ 12.00	200	m ³	\$ 2,400.00	200	m ³	\$ 2,400.00
B.2	Supply and place non-woven geotextile	\$ 2.00	462	m ²	\$ 924.00	462	m ²	\$ 924.00
B.3	Supply and place Granular 'B'	\$ 14.00	139	m ³	\$ 1,946.00	139	m ³	\$ 1,946.00
B.4	Supply and place Granular 'A'	\$ 19.00	101.4	tonne	\$ 1,926.60	101.4	tonne	\$ 1,926.60
B.5	Supply and place HL3 hot mix asphalt	\$ 180.00	47.5	tonne	\$ 8,550.00	47.5	tonne	\$ 8,550.00
B.6	Supply and place Geogrid (TENSAR BX 1100)	\$ 5.00	460	m ²	\$ 2,300.00	460	m ²	\$ 2,300.00
TOTAL PRICE - PART "B"					\$ 18,046.60			\$ 18,046.60
Part "C" - Drainage Works								
Item No.	Item Description	Unit Price	Estimated Quantity	Unit	Total Price	Estimated Quantity	Unit	Total Price
C.1	Supply and install catch basin - flat grate (600x600mm)	\$ 4,000.00	1	L.S.	\$ 4,000.00	1	L.S.	\$ 4,000.00
C.2	Supply and install 250mm diameter PVC catch basin leads	\$ 140.00	40	m	\$ 5,600.00	40	m	\$ 5,600.00
C.3	Supply and install 150mm diameter pre-wrapped sub-drain	\$ 20.00	140	m	\$ 2,800.00	140	m	\$ 2,800.00
TOTAL PRICE - PART "C"					\$ 12,400.00			\$ 12,400.00
Summary of Total Tender Prices								
Part	Description of Part				Total Price			Total Price
A	Roadworks				\$ 85,380.00			\$ 61,300.00
B	Hub Trail (3m)				\$ 18,046.60			\$ 18,046.60
C	Drainage Works				\$ 12,400.00			\$ 12,400.00
	Total Price				\$ 115,826.60			\$ 91,746.60
	13% HST				\$ 15,057.45			\$ 11,927.05
	Total Value				\$ 130,884.05			\$ 103,673.65

Jerry Dolcetti, RPP
Commissioner

Donald B. McConnell, RPP
Planning Director



**ENGINEERING & PLANNING
DEPARTMENT**

Planning Division

2013 11 04

Mayor Debbie Amaroso and
Members of City Council

RE: Application No. A-21-13-OP – Steven Roberts – 1325 Old Garden River Road

PURPOSE

The applicant Steven Roberts is seeking Council's approval to proceed with an application to the Committee of Adjustment to create two (2) additional lots from the subject property, whereas, current rural area Official Plan policies only permit the creation of one new lot.

PROPOSED CHANGE

The applicant is seeking an Official Plan Amendment by way of a notwithstanding clause to Rural Area Policy 11 of the Official Plan in order to facilitate a severance application to the Committee of Adjustment to create two (2) new lots, plus the remnant from the subject property.

Subject Property:

- Location – The subject property is located on the south side of Old Garden River Road, approximately 125m (410') west of its intersection with Case Road, Civic No. 1325 Old Garden River Road
- Size – Approximately 138m (452') frontage by 646m (2119') depth totalling 28ha (69.6acres)
- Present Use – Vacant
- Owner – Steven Roberts

BACKGROUND

There are no previous applications.

ANALYSIS

Conformity with the Official Plan

The subject property is designated 'Rural Area' on Land Use Schedule 'C' of the Official Plan. Rural Area Policy 11 limits rural residential development to the creation of one new lot, plus

2013 11 04

Page 2

the remnant or retained parcel. In this instance the applicant is seeking an Official Plan Amendment by way of a notwithstanding clause to Rural Area Policy 11, to permit the creation of two (2) new lots, plus the remnant or retained parcel.

The discussion contained within this report focuses on Rural Area Policy 11, which limits rural residential development to the creation of one new lot, plus the remnant or remaining parcel. There are a number of other policies, including Archaeological Potential, Fish Habitat, and Tributary Flood Line which are located on the subject property; however they minimally impact the proposal. A comprehensive discussion of these policies is contained in Appendix A to this report.

Comments

Referring to the site plan attached, the applicant is proposing two (2) additional lots, to be located on the eastern and western frontages of the subject property. Each proposed lot would have 46m (151') of frontage and 135m (443') of depth, totalling approximately 0.62ha (1.53acres). The proposed severed portions will meet the minimum rural-residential lot requirements outlined in Zoning By-law 2005-150. The irregularly shaped remnant parcel will maintain a frontage of 46m (151') and a total area of approximately 26.7ha (66acres), which meets the minimum rural residential lot requirements contained within the Official Plan, but not the required frontage for other rural land uses such as agriculture.

In assessing any rural residential proposal, the Ontario Ministry of Agriculture, Food and Rural Affairs' (OMAFRA) Minimum Distance Separation Criteria (MDS) between new residential lots and existing livestock operations must be addressed. The MDS criteria are based on odour. OMAFRA's regulations attempt to protect existing and future agricultural operations. Historically, those who lived in the Rural Area accepted agricultural odours as a part of the rural character. Today, rural dwellers are not so accommodating. Both locally and across the Province, odour complaints have become common. Compounding this land use issue is a substantial decrease in the number of agricultural uses within the Rural Area, and a dramatic increase in rural residential development. Locally, agriculture is no longer the dominant rural area land use. While small to medium scale agricultural uses may no longer be economically feasible, there is a very strong movement to 'know where one's food comes from'. Among other factors, this movement is based on environmental concerns associated with large scale monocultures, impacts derived from transporting foods over long distances, and health concerns over pesticide and herbicide use in other jurisdictions where food products originate. Consequently, it is quite possible that small scale local agricultural activities may become more viable in the future. The agricultural impacts associated with uncontrolled rural residential development are twofold. First, rural residences have the effect of sterilizing an area around them. Second, severances reduce acreages to a point where agriculture is no longer an option on reduced lot sizes.

With regards to this particular application, it is noted that based on existing site features and a review of historical air photos, the subject property was actively tilled until roughly 25 years ago. Furthermore, there are small scale livestock operations nearby. There is a barn located approximately 140m northwest of the subject property, with an active cow grazing area virtually across the street from the subject property. There is also a hobby fowl farm which abuts the rear portion of the subject property to the east; however the proposed eastern

2013 11 04

Page 3

severed lot is approximately 240m away from the existing barn/fowl enclosures. At this time it does not appear as though the proposed severances will impact current nearby operations; however the ability to expand nearby agricultural uses could be impacted.

Apart from agricultural potential, large rural parcels also provide the community with growth potential, to accommodate either future urban residential growth or other unknown uses which require large parcels, such as the local solar farm developments, which would not have proceeded without an available supply of large intact rural properties.

When Council passed the 'one-lot' severance policy (OPA 167, Dec. 2009) it was felt the one-lot limit was a fair approach to allowing limited rural residential development throughout the rural area, while maintaining the current character of the area and retaining large parcels for future development purposes.

Having said all of this, it is recognized that the current Rural Area Severance Policy should be reviewed. Since its adoption in December 2009, Council has approved several multi-lot severance applications. In recognizing this trend, it is recommended that Council refer a Rural Area Severance Policy Review exercise to the Planning Advisory Committee. This review could be included as part of the Comprehensive Official Plan Review currently underway. It is anticipated that public meetings will be held in the New Year, with a final draft of the updated Official Plan brought to Council for adoption by the end of winter.

With regards to this particular application, the applicant is entitled to apply directly to the Committee of Adjustment to create one additional rural residential lot, without the need for an Official Plan Amendment. Upon completion of a new Rural Severance Policy, it is quite possible that this particular application would adhere to the revamped policy, however there are no guarantees.

It is therefore recommended that Council defers this application until such time that the Planning Advisory Committee can review and propose an updated Rural Severance Policy. Such a review would be part of the Comprehensive Official Plan review, which is anticipated to be brought to Council for adoption no later than March 2014. It is worth noting that the updated Official Plan will also require Provincial approval, which will likely take several months.

Mr. Roberts has clearly indicated that he does not wish to defer the application, and would rather proceed with the original Official Plan Amendment application.

Consultation

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

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

2013 11 04

Page 4

Up to the drafting of this report, there have been no comments or objections received from neighbours.

The attached correspondence from the Engineering Department wishes to note that as per previous multiple lot severance applications, the applicant will be required to enter into a Lot Development Agreement with the City. Furthermore, a lot grading plan, drainage plan and hydrogeology report will also be required. Such requirements need not be conditional at this stage. If Council chooses to approve this application, Engineering will comment at the Committee of Adjustment phase and recommend that any approvals be conditional upon the applicant satisfying the aforementioned requirements.

The Conservation Authority notes that the subject property is under their jurisdiction with regards to O.reg 1765/06 and as such, a permit from the Conservation Authority will be required prior to any development or site alteration.

IMPACT

The fiscal impact that rural area development could have on existing municipal services is not fully understood. However, it is likely that the increase in rural development will lead to a long term increase in demand for higher levels of municipal services in the rural area.

STRATEGIC PLAN

This application does not directly affect any part of the Corporate Strategic Plan.

SUMMARY

When Council originally adopted the 'one-lot severance limit', it was intended to be fair approach allowing most land owners to create one additional lot, so long as minimum lot standards could be achieved and there were no environmental concerns. Since Official Plan Amendment No. 167 was adopted, several multi-lot severance applications have been approved, and therefore the current policy should be reviewed. For this reason, it is recommended that Council refer a Rural Area Review to the Planning Advisory Committee.

With regards to this particular proposal, it is recommended that Council defer the application until such time that the current policies can be reviewed. Such a review is appropriately included as part of the Comprehensive Official Plan Review project. Timing wise, it is anticipated that the updated Official Plan will be brought before Council for adoption by early spring, with Provincial approval coming several months later.

Finally, although the applicant has stated that he wishes to proceed with the 2-lot severance application, the applicant can proceed with a single lot severance to the Committee of Adjustment, without the need for an Official Plan Amendment.

RECOMMENDATION

That City Council defers this application until such time that the current Rural Area Severance Policies can be reviewed and, that City Council refers the Rural Area Severance Policy Review to the Planning Advisory Committee.

Respectfully submitted,



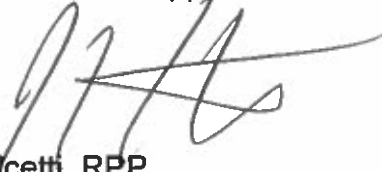
Peter Tonazzo, MCIP, RPP
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,



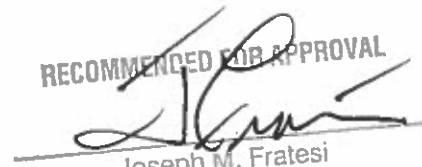
Jerry Dolcetti, RPP
Commissioner Engineering & Planning

PT/ps

attachment(s)

Data\APPL\REPORT\21-13-OP.docx

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

APPENDIX A – DISCUSSION OF ADDITIONAL RELEVANT OFFICIAL PLAN POLICIES

Archaeological Potential

The subject property is located in an area that has been identified as having archaeological potential, however as per current Official Plan policies, the need for an archaeological assessment is only triggered in the Rural Area by the creation of 'more than 3 lots'. This application will result in the creation of only two (2) additional lots.

Fish Habitat

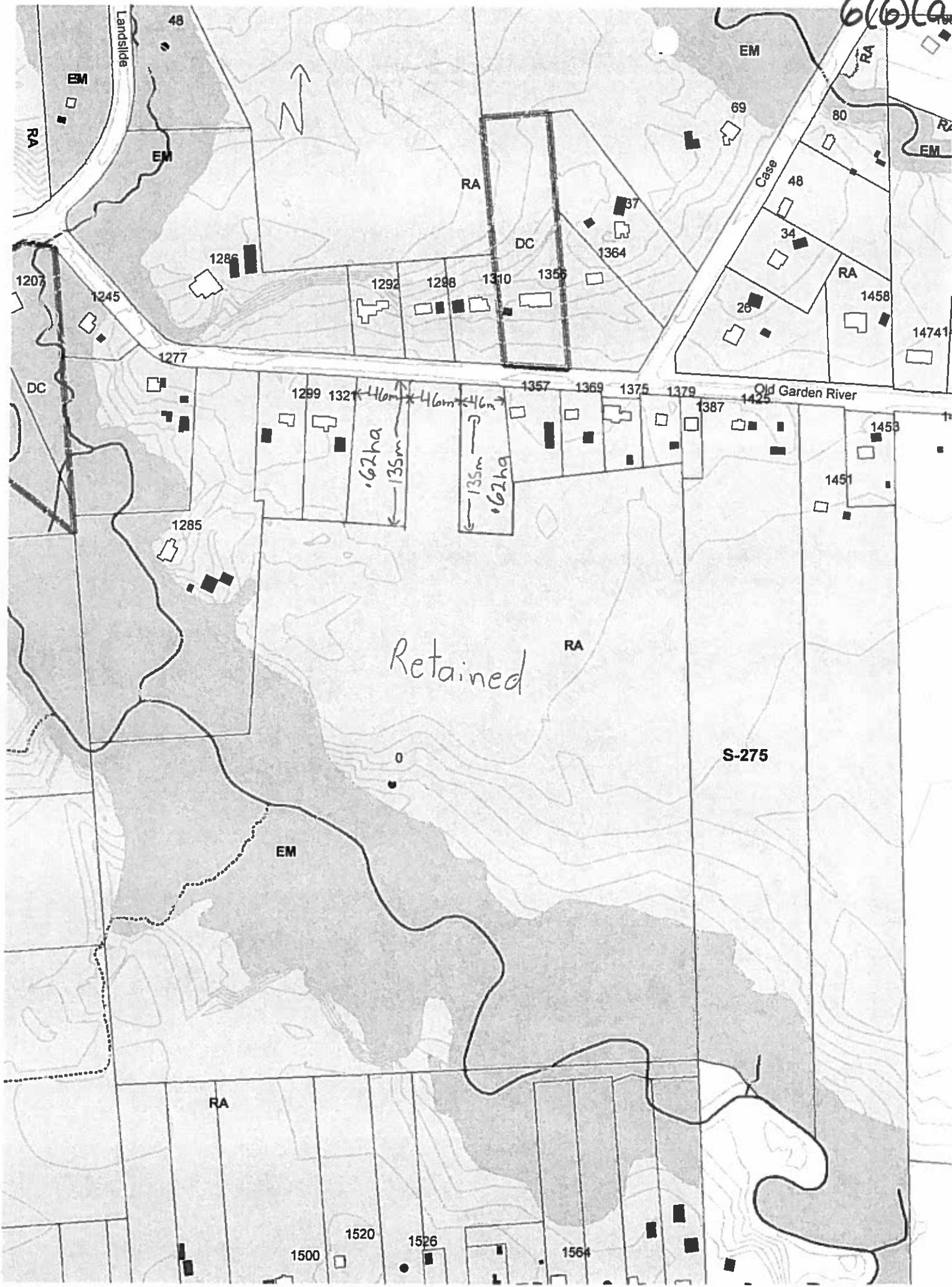
The Root River bisects the subject property, and is identified as Type 2 or 3 Fish Habitat. Under current Official Plan policies, development 'adjacent' to type 2 or 3 fish habitat must be accompanied by an Environmental Impact Statement. In this case, adjacent lands are defined by the Environmental Management Zone, which has been applied from the centre line of the creek, to the edge of the flood plain on both sides. The proposed severances will not be located within the Environmental Management Zone. Therefore, as per existing Official Plan policies, an environmental impact study is not required.

Current Official Plan policies aside, the Natural Heritage Resource Manual, published by the Ministry of Natural Resources and further outlined in Provincial Policy Statement 2005 define adjacent lands to fish habitat as 120m. For the portion of the Root River which is classified as a 'meandering stream' (located on south-eastern corner of subject property) the 120m is measured from the line that connects each outside curve at bankfall. In this case, the nearest lot line of the nearest proposed severance would be approximately 400m away, and well beyond the defined adjacent lands. The 'western' portion of the river which bisects the western portion of the subject property is classified as a 'non-meandering stream with defined bed and banks'. In this case, 'adjacent lands' are defined as 120m away from the annual high water mark. The nearest lot line of the nearest proposed severance would be approximately 135m away from the defined adjacent lands. Although close, minimum rear yard setbacks will ensure that proposed buildings are even further away, and well outside the defined adjacent lands to the identified fish habitat.

Tributary Flood Line

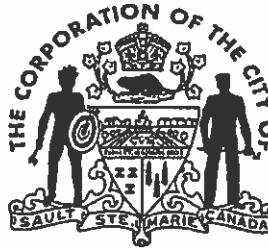
The tributary flood line in association with the Root River also impacts the southern portion of the property; however the proposed severances will not be located within any portion of the defined tributary flood area.

6(6)La



Jerry D. Dolcetti, RPP
Commissioner

Daniel Perri, EIT
Engineering Intern



ENGINEERING & PLANNING
DEPARTMENT

Engineering & Construction Division

2013 10 15

Our File: A-21-13-OP

Donald B. McConnell, MCIP, RPP
Planning Director

**RE: A-21-13-OP – 1325 OLD GARDEN RIVER ROAD
REQUEST FOR AN AMENDMENT TO THE OFFICIAL PLAN**

The Engineering and Construction Division has reviewed the above noted application, and provides the following comments in order to ensure similar requirements to historic multiple severance applications, and Plan of Subdivision approvals:

- The Applicant shall enter into a Lot Development Agreement with the City;
- A lot grading and drainage plan should be completed by a Lot Grading Professional, to ensure that drainage is dealt with appropriately. Lot Grading Professionals must be a Professional Engineer (civil), Architect, or Ontario Land Surveyor, experienced in lot grading design;
- If surface water from a property must traverse an adjacent lot prior to reaching an outlet, it must be confirmed that a Drainage Agreement is registered on title of the affected lots, permitting the drainage as proposed. If a Drainage Agreement does not exist, written permission from the adjacent property owner must be obtained, and submitted to the City with the grading plan. The permission by the adjacent owner(s) must be in perpetuity; and
- A hydrogeology report will be required, prepared by qualified professionals, to the satisfaction of the Commissioner of Engineering & Planning or his designate, and Algoma Public Health, to ensure that the property is serviceable, prior to finalization of the severance.

If you have any questions, please contact the undersigned.

Yours truly,

Daniel Perri, EIT
Engineering Intern

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

F:\ENGINEERING DATA\REZONING\Old Garden River Road - Civic 1325- A-21-13-OP 2013 10 15.docx

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

Pat Schinners

From: Marlene McKinnon <MMcKinnon@ssmrca.ca>
Sent: Wednesday, October 02, 2013 9:55 AM
To: Pat Schinners
Subject: SSMRCA Response - A-21-13-OP - 0 Old Garden River Road, Roll 030082061100000

October 2, 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-21-13-OP
Steven Roberts
0 Old Garden River Road, Roll 030082061100000
Sault Ste. Marie

The civic address of 1325 Old Garden River Road does not exist in any of our data and therefore this response is referencing the roll number of the subject property as shown in the application mapping.

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.

Any proposed development on the proposed severed lots will require a site plan review by our office and may require a permit for the proposed development.

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)(a)



2012 ORTHO PHOTO

1325 OLD GARDEN RIVER ROAD

Planning Application A-21-13-OP



METRIC SCALE
1 : 7000

MAP REFERENCE
131 & 1-131

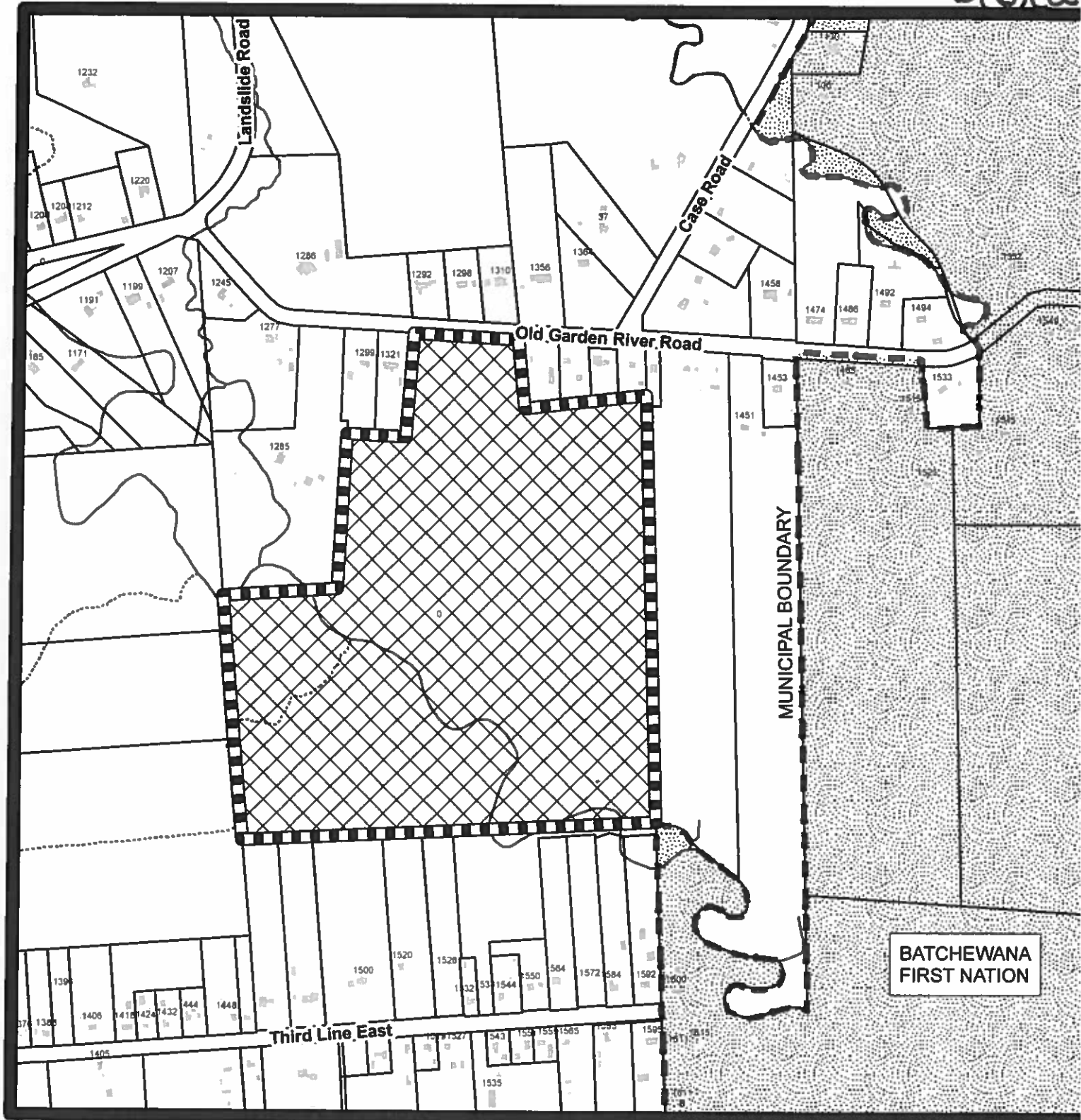
MAIL LABEL II
A-21-13-OP

ROLL NUMBER
030-082-061-10

Legend

 Subject_Property_1325_Old_Garden_River

6(6)(a)



SUBJECT PROPERTY MAP

1325 OLD GARDEN RIVER ROAD
Planning Application A-21-13-OP

Legend

 Subject Property = 1325 Old Garden River Road



METRIC SCALE
1 : 7000

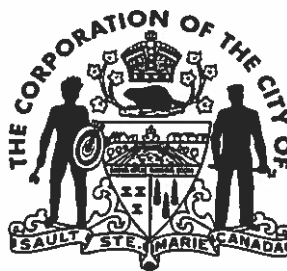
MAP REFERENCE
131 & 1-131

MAIL LABEL #
A-21-13-OP

ROLL NUMBER
030-082-061-10

Jerry Dolcetti, RPP
Commissioner

Donald B. McConnell, RPP
Planning Director



**ENGINEERING & PLANNING
DEPARTMENT**

Planning Division

2013 11 04

Mayor Debbie Amaroso and
Members of City Council

RE: Application No. A-25-13-Z – McRain Developments Inc.
219 Industrial Park Crescent

PURPOSE

The applicant, McRain Developments Inc. is seeking a rezoning to permit a crematorium on the subject property.

PROPOSED CHANGE

The applicant is seeking City Council's approval to rezone the subject property from "M2" (Medium Industrial Zone) to "M2.S" (Medium Industrial Zone with a Special Exception) to permit a crematorium as an additional permitted use on the subject property.

Subject Property:

- Location – The subject property is located on the west side of Industrial Park Crescent, approximately 170m (558') south of its intersection with Drive-In Road. Civic Address 219 Industrial Park Crescent
- Size – Approximately 30m (98') of frontage along Industrial Park Crescent with 210m (690') depth, totalling 0.63ha (1.56acres)
- Present Use – Vacant
- Owner – McRain Developments Inc.

BACKGROUND

In 1971 with the City as the applicant, a large block of land including the subject property was rezoned from the 'Industrial Park Zone to the Light Industrial Zone. The 'Light Industrial Zone' of the previous Zoning By-law is similar to that of the current "M2" (Medium Industrial Zone) outlined in Zoning By-law 2005-150. The effect of the application was to create vacant, serviceable industrial lands that could be utilized by more intensive industrial uses than those permitted in the previous 'Industrial Park Zone.'

ANALYSIS**Conformity with the Official Plan**

The subject property is designated 'Industrial' on Land Use Schedule 'C' of the Official Plan. Locally, crematoriums have traditionally been city operated in conjunction with the cemetery, and as such, crematoriums are not specifically noted in the Official Plan as an industrial use. However, the nature of a crematorium use is industrial, and consistent with the Industrial Policies contained in the Official Plan, therefore, an Official Plan Amendment is not required to support this application.

The subject property is located within an area that has been identified as having archaeological potential, however based upon a review of historic air photos, the subject property and surrounding area was actively tilled until at least the early 60's. As per the Cultural Policies in the Official Plan, given the previous disturbances on the subject property, an archaeological review is not required in support of this application.

Comments

The applicant, McRain Developments Ltd. is requesting a rezoning to permit the construction of a crematorium on the subject property. Referring to the site plan attached, the Applicant is proposing to construct a 250m² (2,688sq.ft.) facility to house the use. The building will include small reception and viewing areas. Based on the applicant's preliminary site plan, there appears to be ample setbacks, landscaping, and parking in accordance with the requirements set out in Zoning By-law 2005-150.

The subject property is located within an existing Industrial Park, with a number of vacant industrial properties to the north and south. There are a number of existing industrial uses across the street to the east, with the rear yard of Rector's Machine Works Ltd. abutting the subject property to the west.

While crematoriums were traditionally publicly operated, in recent years private operators have emerged. In 2011 City Council approved a rezoning to permit a pet crematorium on an industrial property located near the corner of Black Road and McNabb Street, and more recently, a private crematorium was constructed in Thessalon.

Crematorium uses require an 'Air Emissions' Environmental Compliance Approval (formerly Certificate of Approval) from the Ministry of the Environment. In assessing such approvals, the Ministry of the Environment will review the proximity of sensitive receptors. In this instance, the nearest sensitive receptors are residential dwellings located on the west side of Sackville Road. From nearest lot line to nearest lot line, the closest residential property is approximately 200m (656') west of the subject property. According to the Ministry of the Environment Minimum Distance Separation Criteria, the proposed crematorium is classified as a 'Class I Industrial Use', characterized as small scale, with no outdoor storage, infrequent movement of products or heavy trucks and infrequent off-site impacts such as noise, dust and odour. According to the Ministry of the Environment regulations, Class I Industrial Uses have a maximum potential 'influence area' of 70m (230'), which is well below the current 200m (656') separation between the subject property and the closest residential lot line.

Consequently, the proposed crematorium will not impact nearby sensitive uses, including the residences to the west, and sensitive commercial uses to the east along Great Northern Road, including a number of hotels, the nearest being approximately 300m (984') east of the subject property. Finally, traffic to and from the site will be minimal, and well within the overall character of the Industrial Park.

Consultation

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

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

Up until the drafting of this report there have been no comments received from neighbours who were circulated.

The attached correspondence from the Engineering Department and Building Division, note that there are outstanding local equivalent improvement charges on the property. These charges stem from when the City developed the trunk sanitary services beneath Industrial Park Crescent. Engineering has determined that charges owing will be \$61.00 per metre of frontage. Such costs must be paid prior to the issuance of a Building Permit. The applicant is aware of this requirement.

Comments from the Accessibility Advisory Committee speak to the overall exterior design of the site. It is noted that the barrier-free parking space shown on the applicant's preliminary site plan does not include the access aisle, which is required by Zoning By-law 2005-150. Although Site Plan Control is not intended to be utilized in this instance, site design details will be reviewed to ensure conformity with the Zoning By-law and Ontario Building Code.

Finally, informal comments from the Ministry of Municipal Affairs note that in addition to an 'Air Emissions' Environmental Compliance Approval from the Ministry of the Environment, the proponent is also required to apply to the Ministry of Consumer Services for a Crematorium Operator's Licence, as per the *Funeral, Burial and Cremation Services Act, 2002*. While the majority of the responsibilities lie with the applicant, part of the Ministry of Consumer Services approval process requires the City to publish a separate 'Notice of Decision'. Both the applicant and relevant City staff are aware of the process, which is separate from this rezoning application.

IMPACT

Approval of this application will not impact municipal finances, however it is worth noting that a condition of a 2006 severance approval requires the proponent to pay to the City costs associated with developing services adjacent to the subject property, prior to the issuance of a building permit.

STRATEGIC PLAN

Approval of this application is not directly linked to any items contained within the City's Corporate Strategic Plan.

SUMMARY

The subject property is appropriately located and large enough to support the proposed crematorium use. Traditionally crematoriums were publicly operated in association with a cemetery, and therefore, permitted in an "I" (Institutional Zone) only. Based upon the nature of the use, more specifically 'air emissions', the industrial zones are the most appropriate place for crematoriums to locate. Although private operators have emerged, it is anticipated that demand for additional local crematoriums will be minimal, and it is appropriate to review such proposals on a case-by-case basis by way of a Rezoning application.

RECOMMENDATION

That City Council rezones the subject property from "M2" (Medium Industrial Zone) to "M2.S" (Medium Industrial Zone with a Special Exception) to permit a crematorium, in addition to the uses permitted in an "M2" Zone.

Respectfully submitted,



Peter Tonazzo, MCIP, RPP
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,

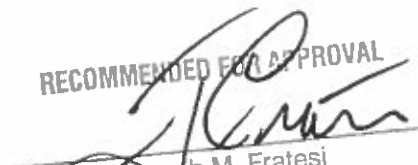


Jerry Dolcetti, RPP
Commissioner Engineering & Planning

PT/ps

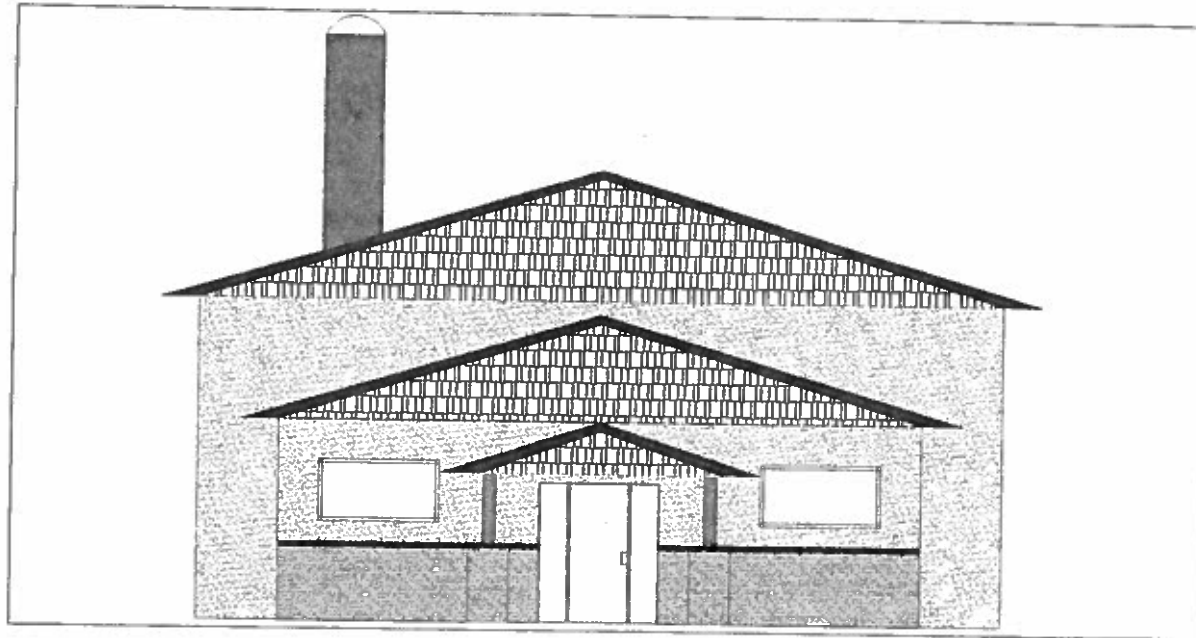
attachment(s)

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

Proposed Crematorium
Building 2,688sf
Located on Industrial Park Cresnet



List of Drawings

Site Plan - P1
Building Layout - P2
Front Elevation - P3
Side Elevation - P4



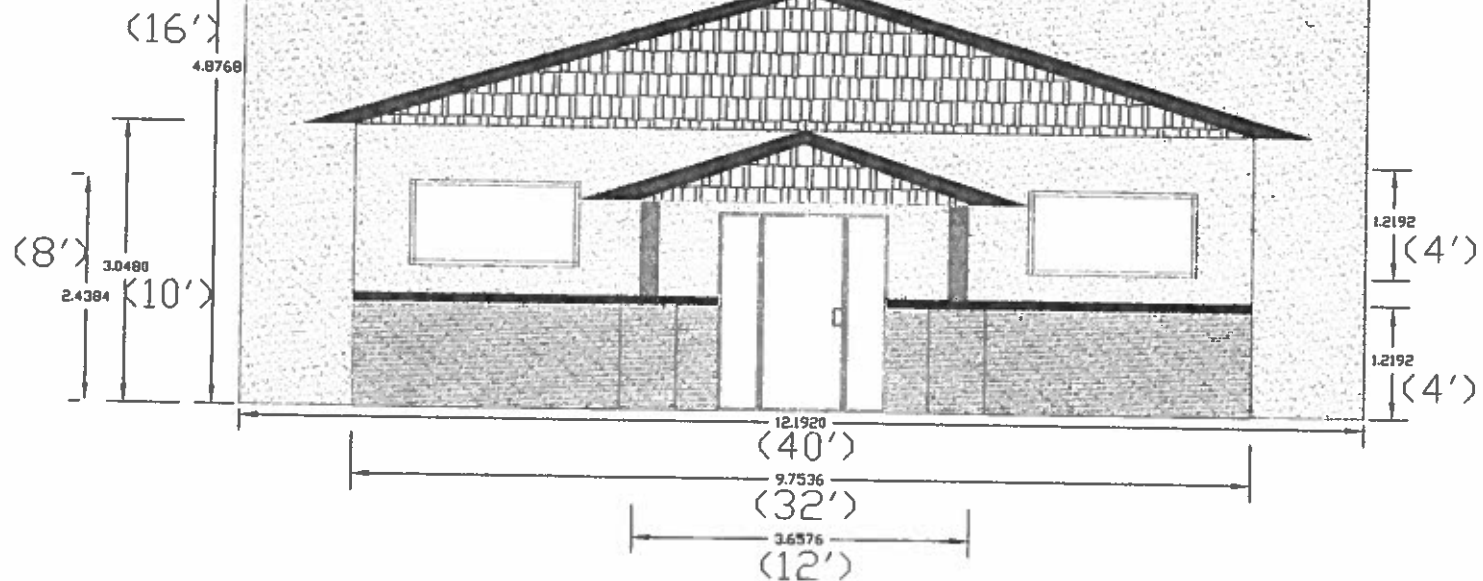
September 10, 2013



258 Queen Street East Suite 301
Sault Ste. Marie, Ontario P6A 1Y7
Tel. (705) 254-1644 Fax. (705) 946-0738
www.palmergroup.ca

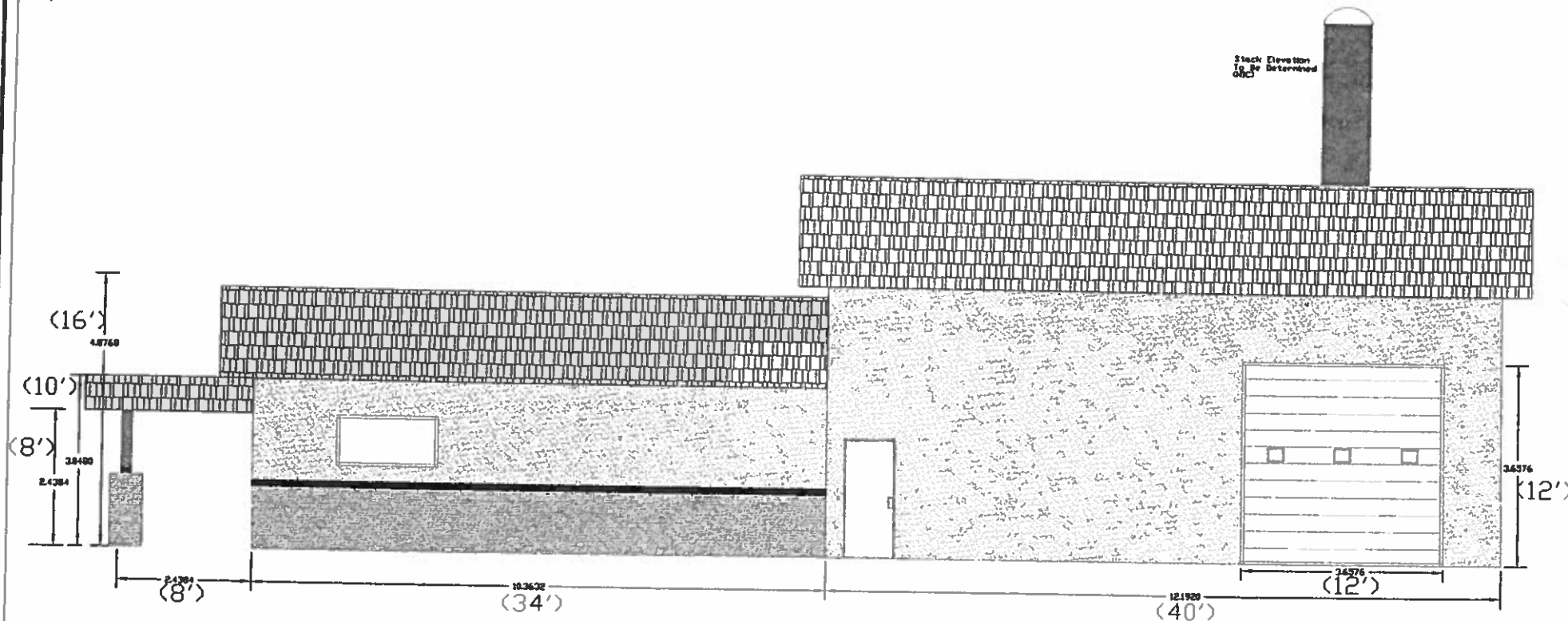
6(6XLB)





CLASS	Robert's Internal
COMP	John's Labay
DATE	September 18, 1982
SCALE	AS NOTED
WORKING NO.	P-3

6/6/69



PLAN - LOCAL AREA
NTS

NOTES

Drawings Are the Property of Palmer Construction and Shall Not be Used or Reproduced without Permission from Palmer Construction Group Inc.

ALL ELEVATIONS ARE TO GEODETIC DATUM

ALL ELEVATIONS ARE TO MEDETTED DATUM

LEGEND

[illegible]

Proposed 2,688sf Crematorium
Side Elevation
Industrial Park Drive

Drawn	Robert E. Boland
Checked	Patricia L. Lohr
Date	September 10, 1983
SCALE	AS NOTED
P-4	

66X(b)

Pat Schinners

From: Don Maki
Sent: Friday, October 04, 2013 3:22 PM
To: Don McConnell; Pat Schinners
Subject: Rezoning Application A-25-13-Z 219 Industrial Park Crescent

Hi Don

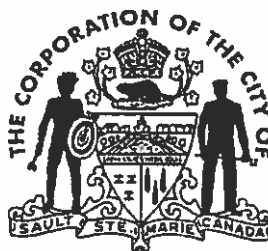
These lots were severed in 2006 and a comment from engineering was that they are not serviced. The cost of such servicing that has been made must be paid prior to the issuance of a building permit. This was a condition of the severance. Perhaps engineering would more details on the costing. I have no other comments with regard to the proposed application.

Don
Don Maki
Chief Building Official
City of Sault Ste Marie
99 Foster Drive
Sault Ste Marie ON P6A 5X6
705-759-5399
d.maki@cityssm.on.ca

www.cityssm.on.ca

Jerry D. Dolcetti, RPP
Commissioner

Daniel Perri, EIT
Engineering Intern



ENGINEERING & PLANNING
DEPARTMENT

Engineering & Construction Division

2013 10 17

Our File: A-25-13-Z

MEMO TO: Donald B. McConnell, MCIP, RPP
Planning Director

RE: A-25-13-Z – 219 INDUSTRIAL PARK CRESCENT
REQUEST FOR AN AMENDMENT TO THE ZONING BY-LAW

The Engineering and Construction Division has reviewed the above noted application. The subject property was created as part of a severance in 2006. The comments from Engineering regarding the severance were:

- The costs that have been incurred by the City to develop servicing on Industrial Park Crescent adjacent to the subject property must be paid by the proponent to the satisfaction of the Commissioner of Engineering & Planning or his designate.
- Service to the property must be completed prior to issuance of building permits.

If you have any questions, please contact the undersigned.

Yours truly,

Daniel Perri, EIT
Engineering Intern

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



October 23/2013

Don McConnell
Planning Director
City Planning & Engineering Division

**SUBJECT: SITE PLAN REVIEW A-25-13-Z 219 Industrial Park
Crescent**

Dear Mr. McConnell

The Accessibility Advisory Committee makes the following recommendations in respect of barriers to access for person with disabilities on the subject site plan review.

Exterior

1. Parking

- ◆ Current parking does not show side access aisle adjacent to accessible parking space; please note Municipal Zoning by-law for Accessible Parking.

2. Walkways & Sidewalks

- ◆ Ensure entrance is at grade with surrounding sidewalk and parking lot.

3. Curb Cuts

- ◆ No apparent curb cuts. Prefer all entrance/exits and sidewalks at grade.

4. Ramping

- ◆ No apparent ramping so no comment.

5. Transit Access

◆

6. Lighting

- ◆ In accordance with the Illuminating Engineers Society of North America Standards

7. Signage

- ◆ No signage indicated on site plan, but ensure signage is in accordance with CNIB guidelines.

6(6)(b)



8. Other

- ♦ Please clarify drive entrance from Industrial Park Crescent into parking area.

Please forward any revised site plans to my attention for additional comments

Thank you for your attention to these recommendations.

Sincerely,

Ann Marie McPhee
Chair, Site Plan Sub Committee

666Xr



2012 ORTHO PHOTO

219 INDUSTRIAL PARK CRESCENT

Planning Application A-25-13-Z



METRIC SCALE
1 : 3500

MAP REFERENCE
84 & 1-94

MAIL LABEL ID
A-25-13-Z

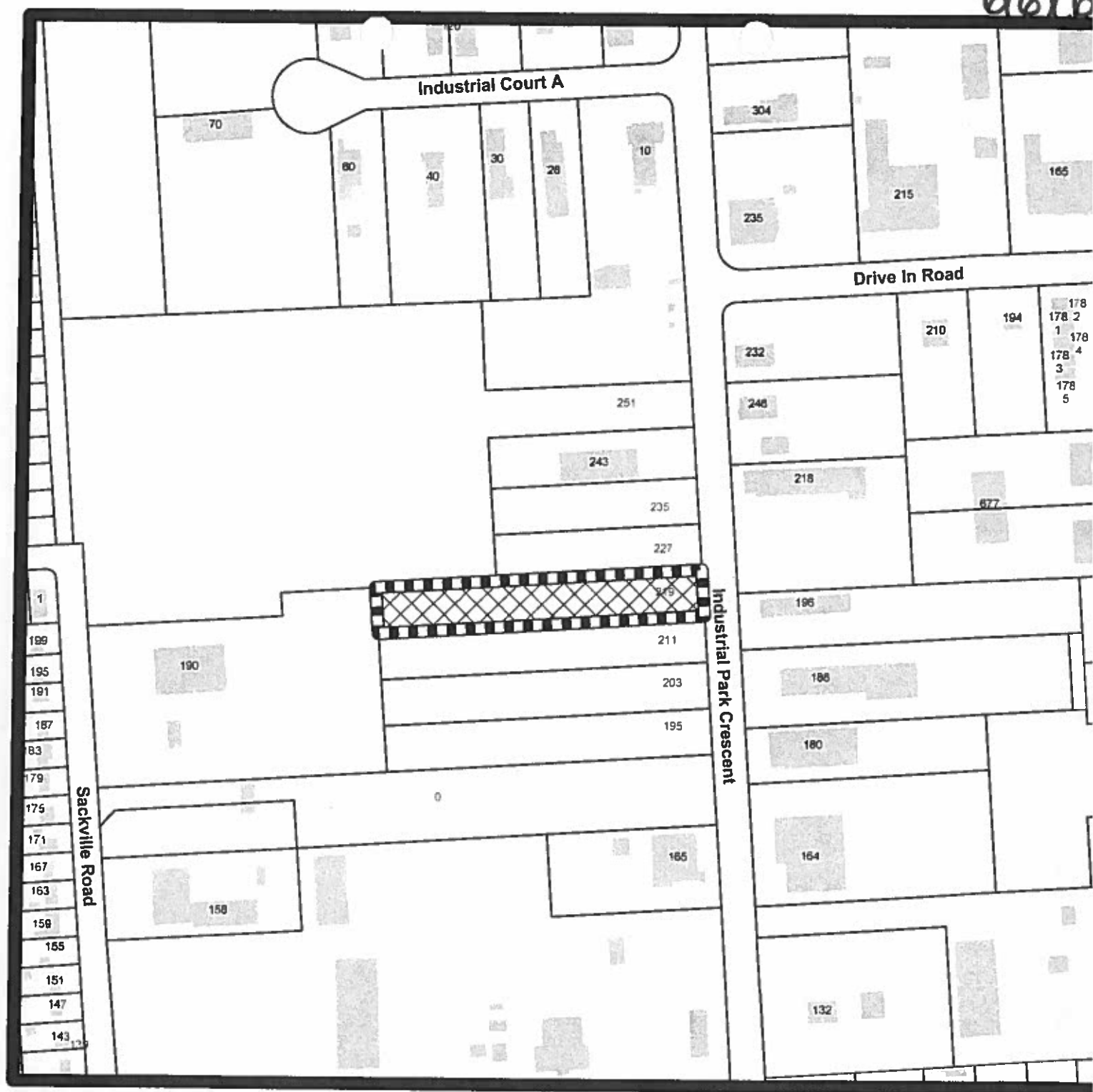
ROLL NUMBER
030-062-001-10-00

Legend



Subject Property = 219 Industrial Park Crescent

66Yb



SUBJECT PROPERTY MAP

219 INDUSTRIAL PARK CRESCENT

Planning Application A-25-13-Z



METRIC SCAL
1 : 3500

MAP REFERENC
84 & 1-94

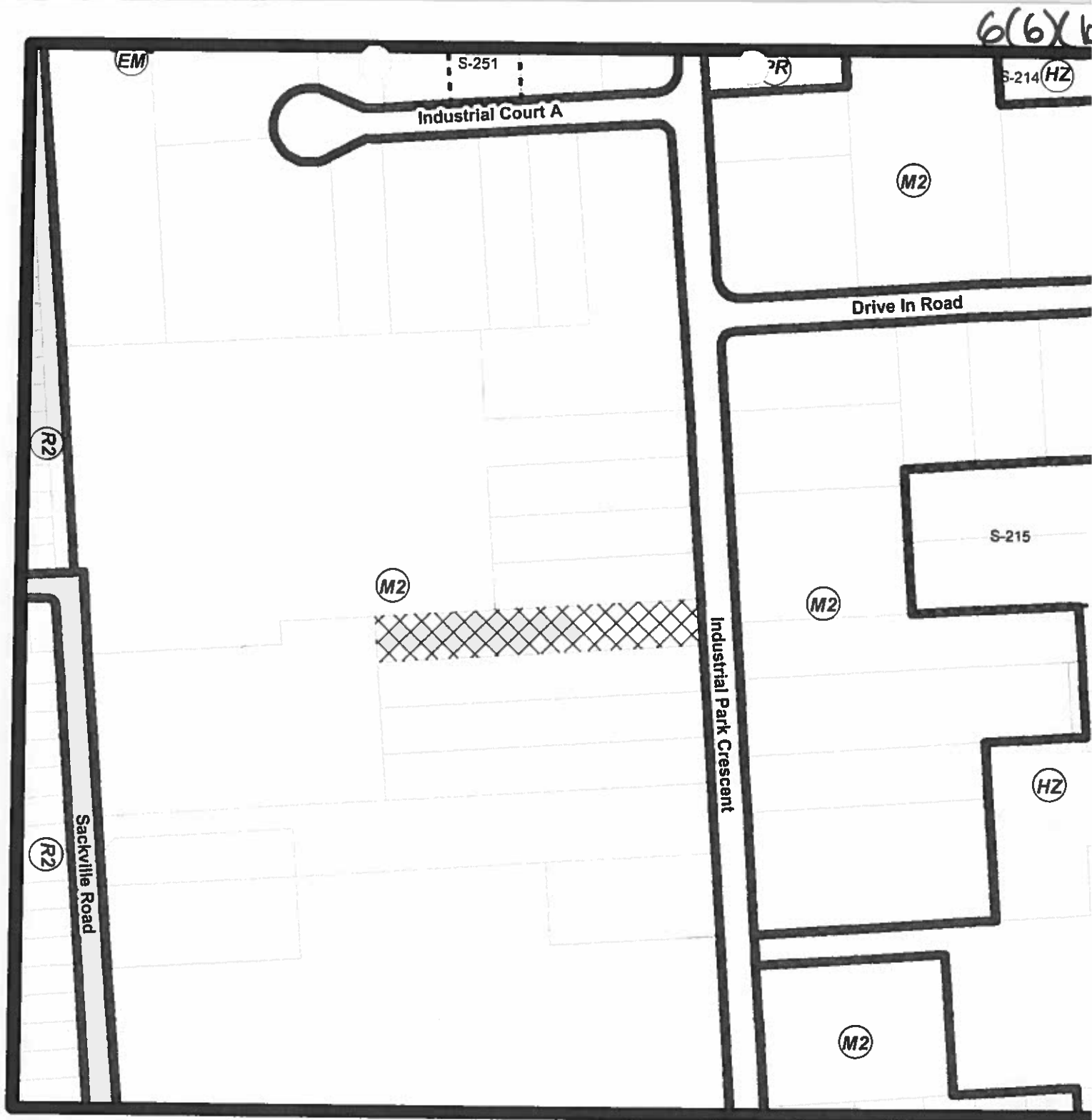
MAIL LABEL ID
A-25-13-Z

ROLL NUMBER
030-062-001-10-0

Legend



Subject Property = 219 Industrial Park Crescent



EXISTING ZONING MAP

219 INDUSTRIAL PARK CRESCENT

Planning Application A-25-13-Z

Legend

-  Subject Property = 219 Industrial Park Crescent
-  R2 - Single Detached Residential Zone; R2hp
-  M2 - Medium Industrial Zone; M2hp
-  HZ
-  PR - Parks and Recreation Zone
-  EM - Environmental Management Zone
-  S-# = Special Exception Zoning



METRIC SCAL
1 : 3500

MAP REFERENC
84 & 1-94

MAIL LABEL ID
A-25-13-Z

ROLL NUMBER
030-062-001-10-0

303 MacDonald
71c

PETITION FOR LOCAL IMPROVEMENT (Sidewalk)

TO THE COUNCIL of the Corporation of the City of Sault Ste. Marie

THE PETITION OF THE UNDERSIGNED owners of lands abutting directly on the work referred to below:

REQUEST AS FOLLOWS:

1. That it is expedient to construct a (*) sidewalk upon the south side of MacDonald Avenue, from the east side of the entrance to 303/313 MacDonald Avenue to Pine Street.
2. That such work be constructed as a local improvement under the provisions of Ontario Regulation 586/06.

THE UNDERSIGNED therefore ask:

That the said sidewalk may be constructed as a Local Improvement as aforesaid:

DATED this 27 day of October, 2013.

Before you sign this Petition you should be aware of what the costs are for the Local Improvement. The current rate for a sidewalk is \$27.00 per metre of frontage for the affected properties. The estimated cost for this Local Improvement is \$2,400 to be shared by the two Condo Associations of 313 & 303 MacDonald.

For more information on this Petition:

Elaine Irwin (Bd. Secretary) 608-303 MacDonald Ave

705.254-5746

Ada Della Penta (Bd. Chair) 401-313 MacDonald Ave

705.575-1076

SIGNATURE OF PETITIONER	ADDRESS OF LAND OWNED BY PETITIONER Unit # Street Name & Number	WITNESS OF SIGNATURE
✓ Elaine Irwin	608 303 MacDonald.	Lauranne Farrell
Lauranne Farrell	310-303 MacDonald	Pat Hunter
Pat Hunter	508-303 MacDonald	L. Farrell
✓ Len McBee	309-303 Mac Donald (309)	L. Farrell
✓ R. Knapp	161-303 MacDonald	R. Knapp
✓ W. A. Glassford	106.303 macdonald	R. Knapp
✓ Art Yeo	103-303 Mac Donald	Art Yeo
✓ J. Gavin	203-303 Mac Donald	R. Knapp
✓ L. Haig	209-303 MacDonald	R. Knapp

303 MACDONALD 7LC

SIGNATURE OF PETITIONER	ADDRESS OF LAND OWNED BY PETITIONER		WITNESS OF SIGNATURE
	Unit #	Street Name & Number	
✓✓ { Ronny Bedard	104	303 Mac Donald	R. Knapp
✓✓ Jackie Sykes.	104	"	R. Knapp
✓✓ MORRAINE CAMPBELL	302-207	MACDONALD	R. Knapp
✓✓ NOVA MACINTOSH	202-303	"	R. Knapp
✓✓ M. Fisher	304-303	MACDONALD	L. Farrell
✓✓ Ron. Katayinski	409-303	MacDonald Ave	L. Farrell
✓✓ Diane MacIntyre	307-303	MacDonald Ave	L. Farrell
✓✓ Maurice Sist	302-303	MacDonald	L. Farrell
✓✓ Dorothy Holmes	404	303 MacDonald	L. Farrell
✓✓ Raffada Medaglia	401-303	MacDonald	L. Farrell
✓✓ Deborah McLean	408-303	MacDonald	L. Farrell
✓✓ Alleen Hysky	609-303	MacDonald	L. Farrell
✓✓ Velma D'Agostini	303 Mac Donald	appt. 506	L. Farrell
✓✓ Glen Lenth	303 Mac Donald	# 505	L. Farrell
✓✓ Ed Heparovich	507-303	M ^r Donald	L. Farrell
✓✓ Jeanine Saitz	308-303	M ^c Donald	L. Farrell
✓✓ Gene P. Hysky	609-303	MacDonald	L. Farrell
✓✓ Gloria Jes	103-303	MacDonald	R. Knapp
✓✓ Rhea Knapp	101	303 Mac Donald	E. Lwin
✓✓ Layla Bluzford.	106-303	MacDonald	R. Knapp
✓✓ T. J. King	204	303 Mac Donald	R. Knapp
✓✓ Perry Brown	203-303	MacDonald	R. Knapp
✓✓ L. Frum	608	303 Mac Donald	R. Knapp
		SSM.	

7(c)
313 MacDonald

PETITION FOR LOCAL IMPROVEMENT (Sidewalk)

TO THE COUNCIL of the Corporation of the City of Sault Ste. Marie

THE PETITION OF THE UNDERSIGNED owners of lands abutting directly on the work referred to below:

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1. That it is expedient to construct a (*) sidewalk upon the south side of MacDonald Avenue, from the east side of the entrance to 303/313 MacDonald Avenue to Pine Street.
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DATED this 27 day of October, 2013.

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For more information on this Petition:

Elaine Irwin (Bd. Secretary) 608-303 MacDonald Ave

705.254-5746

Ada Della Penta (Bd. Chair) 401-313 MacDonald Ave

705.575-1076

SIGNATURE OF PETITIONER	ADDRESS OF LAND OWNED BY PETITIONER Unit # Street Name & Number	WITNESS OF SIGNATURE
1. Hunter <i>Penelope Hunter</i>	512-313 MacDonald Ave	<i>Penelope Hunter</i>
2. MYERS <i>Ann Myers</i>	508-313 MacDonald Ave	<i>Ann Myers</i>
MIDDLETON <i>Margaret Middleton</i>	506-313 MacDonald	<i>Margaret Middleton</i>
AVE BELL <i>Larry Bell</i>	506-313 MacDonald	<i>Larry Bell</i>
AVE BELL <i>John Bell</i>	509-313 MacDonald	<i>John Bell</i>
MAC CONNELL <i>Pat McConnell</i>	503-313 MacDonald	<i>Pat McConnell</i>
1. MINGAY 1. MINGAY <i>Mike Mingay</i>	102-313 MacDonald 313-102 MacDonald Ave	<i>Mike Mingay</i>
J. RECHTOL <i>Deanna Rechtol</i>	201-313 MacDonald	<i>Deanna Rechtol</i>
G. MATTE <i>Gil Matte</i>	309- " "	<i>Gil Matte</i>
1. MATHUR <i>Dave Mathur</i>	301-313 MacDonald	<i>Dave Mathur</i>

313 MACDONALD

SIGNATURE OF PETITIONER	ADDRESS OF LAND OWNED BY PETITIONER		WITNESS OF SIGNATURE
	Unit #	Street Name & Number	
BILL CAMPBELL		410-313 MACDONALD	B. Hunter
H. HONZATUK		511-313 MACDONALD	B. Hunter
HOLLY MILLER		403-313 MACDONALD	B. Hunter
D. BAYES		303-313 Macdonald	B. Hunter
ROBERT LAMBERT		501-313 MacDonald	B. Hunter
STACEY LAMBERT		305-313 MacDonald	B. Hunter
CACCIMIGLIO		207-313 MACDONALD	B. Hunter
B. DI CANDIA		203-313 MACDONALD	B. Hunter
J. COHEN		302-313 MacDonald	B. Hunter
A. DELLA PETA		401-313 MacDonald	B. Hunter
D. VINCENZO		405-313 Macdonald	A. Della Peta
D. VINCENZO		405-313 Mac Donald	A. Della Peta
GRAD MILLER		403-313 MACDONALD	B. Hunter
STEVE LAMBERT		501-313 Mac Donald	Stacy Lambert
SADIA MCCONNELL		403-313 Mac DONALD	A.C. Mingay
B. BIANCHI		409-313 MACDONALD	B. Hunter
C. CAMPBELL		410-313 MacDonald	B. Hunter
(CHUCK) TADASHORE		206-313 MacDonald	B. Hunter
(DAN) TADASHORE		206-313 MACDONALD	B. Hunter
F. FAUX		510-313 Mac Donald	B. Hunter
STEVE MCGUIRE		503-313 " "	B. Hunter
F. FORSES		106-313 macdonald	B. Hunter
F. FOLSES		106-313 mac DONALD	B. Hunter
P. PUENTE		502-313 MacDonald	B. Hunter
P. PUENTE		502-313 MACDONALD	B. Hunter

7(c)

PETITION FOR LOCAL IMPROVEMENT **(Sidewalk)**

TO THE COUNCIL of the Corporation of the City of Sault Ste. Marie

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Elaine Irwin (Bd. Secretary) 608-303 MacDonald Ave

705.254-5746

Ada Della Penta (Bd. Chair) 401-313 MacDonald Ave

705.575-1076

SIGNATURE OF PETITIONER	ADDRESS OF LAND OWNED BY PETITIONER Unit # Street Name & Number	WITNESS OF SIGNATURE
P. Markham	301 - 313 MacDonald Ave	[Signature]
R. COHEN	302 - 313 MacDonald	[Signature]
GARY WILSON	412 - 313 MacDonald	[Signature]
MIKE GIASCHI	411 - 313 MAC DONALD	[Signature]
Bunilacosta [unclear] Sara Pringle	#101/#107/#202/#208/#210/#212/300 #310/#311/#408 - 313 MacDonald	[Signature]
Reg Martin Sulwood Investments	" "	[Signature]

PARK

MACDONALD AVE.

DRIVEWAY
→

PROPOSED
SIDEWALK
↑

PINE
ST.

PARKVIEW

PINECREST

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-194

AGREEMENT: (E2.2) A by-law to authorize execution of a contract between the City and McLeod Bros. Mechanical Inc. for the Fermented Sludge Recycle project at the East End Wastewater Treatment Plant and to authorize the contingency value for McLeod Bros. Mechanical Inc. be increased from Three Thousand (\$3,000.00) Dollars to Ten Thousand (\$10,000.00) Dollars for a total value of Fifty Two Thousand Eight Hundred and Fifty-Two (\$52,852.36) Dollars and Thirty-Six Cents (including HST). (Contract 2013-11E)

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a contract in the form of Schedule "A" attached hereto, dated November 4, 2013 and made between the City and McLeod Bros. Mechanical Inc. for the Fermented Sludge Recycle project at the East End Wastewater Treatment Plant and to authorize the contingency value for McLeod Bros. Mechanical Inc. be increased from Three Thousand (\$3,000.00) Dollars to Ten Thousand (\$10,000.00) Dollars for a total value of Fifty Two Thousand Eight Hundred and Fifty-Two (\$52,852.36) Dollars and Thirty-Six Cents (including HST). (Contract 2013-11E)

2. **SCHEDULE "A"**

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

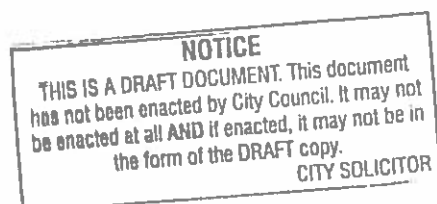
3. **EFFECTIVE DATE**

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

PASSED in open Council this 4th day of November, 2013.

MAYOR - DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE



CCDC 2

stipulated price contract

2008

**East End Water Pollution Control Plant
Fermented Sludge Recycle**

Apply a CCDC 2 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 2 - 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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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.

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

For use when a stipulated price is the basis of payment.

This Agreement made on the 4th day of November in the year 2013.

by and between the parties

The Corporation of the City of Sault Ste. Marie

hereinafter called the "Owner"

and

McLeod Bros. Mechanical Inc.

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
East End Water Pollution Control Plant Fermented Sludge Recycle

located at

insert above the name of the Work

East End Water Pollution Control Plant - 2221 Queen Street East, Sault Ste. Marie, Ontario

for which the Agreement has been signed by the parties, and for which
AECOM Canada Ltd.

insert above the Place of the Work

is acting as and is hereinafter called the "Consultant" and

insert above the name of the Consultant

- 1.2 do and fulfill everything indicated by the *Contract Documents*, and
- 1.3 commence the *Work* by the 18th day of November 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 16th day of December 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*.

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
- *

Section 00100 – Instructions To Bidders

Section 00200 – Definitions

Section 00300 – Stipulated Price Bid

Section 00300 – Appendix A - List of Bid Documents

Section 00300 – Appendix B - List of Subcontractors and Suppliers

Section 00300 – Appendix C - Alternative Prices

Section 00300 – Appendix D - Breakdown of Total Tender Price

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DIVISION 1 - GENERAL REQUIREMENTS

Section 01000 – General Requirements

Section 01061 – Environmental Considerations

Section 01630 – Equivalents and Alternatives

Section 01762 – Commissioning

Section 01764 – Training

DIVISION 5 - METAL

Section 05500 – Miscellaneous Metal Fabrication

DIVISION 15 - MECHANICAL

Section 15200 – Process Piping

Section 15520 – Process Valves

Dwg. No. P403 – Process – Primary Clarifiers – Pump Room Plan and Section

- * (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)

ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

Thirty Nine Thousand, Seven Hundred Seventy
Two-----00 /100 dollars \$ 39,772.00

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

Five Thousand, One Hundred
Seventy-----36 /100 dollars \$ 5,170.36

4.3 Total amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:

Forty Four Thousand, Nine Hundred Forty
Two-----36 /100 dollars \$ 44,942.36

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

Royal Bank of Canada

(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.

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 Corporation of the City of Sault Ste. Marie

name of Owner*

99 Foster Drive, Sault Ste. Marie, Ontario P6A 5N1

address

705-541-7165

facsimile number

c.taddo@cityssm.on.ca

email address

Contractor

McLeod Bros. Mechanical Inc.

name of Contractor*

65 White Oak Drive East, Sault Ste. Marie, Ontario P6B 4J7

address

705-945-9149

facsimile number

mcleodbros@shaw.ca

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

darrell.maahs@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.

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

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

City Clerk - Malcolm White

name and title of person signing

CONTRACTOR

McLeod Bros. Mechanical Inc.

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.

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*.

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*.

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.

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*.

- 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.

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.

- 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.

- 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*.

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*.

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.

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*.

- 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.

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.

- 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.

- 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*.

- 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*.

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.

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*.

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*.

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.

- 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*;

- (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*.

- 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.

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.

- 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 paragraph 12.2.1.1 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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CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
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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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-195

AGREEMENT: (LE-118) A by-law to authorize an agreement between the City and Beverley Pearce as Licencee to permit an accessibility ramp to be placed on the Kehoe Avenue boulevard in front of the Licencee's property at 160 Kehoe Avenue.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a Licence to Occupy City Property Agreement dated November 4, 2013 between the City and Beverley Pearce as Licencee attached as Schedule "A" hereto. This agreement permits an accessibility ramp to be placed on the Kehoe Avenue boulevard in front of the Licencee's property at 160 Kehoe Avenue.

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 4th day of November, 2013.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

Schedule "A"

LE-118

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this 4th day of November, 2013.

BETWEEN:

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

(herein referred to as the "City")

- and -

BEVERLEY PEARCE

(herein referred to as the "Licencee")

The City grants to the Licensee the right to occupy a portion of the City property located in front of 160 Kehoe Avenue, specifically, that portion of the boulevard marked and identified as "Path" on Schedule "A" attached to this License to Occupy City Property.

This Licence is subject to the conditions set out in Schedule "B" attached, which to the extent each condition is or becomes applicable, the Licensee covenants to observe for the period of one (1) year commencing on November 4, 2013 and thereafter from year to year until the Licence is terminated in accordance with Schedule "B".

In this Licence, the "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.

This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED)

BEVERLEY PEARCE

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

MAYOR – DEBBIE AMAROSO

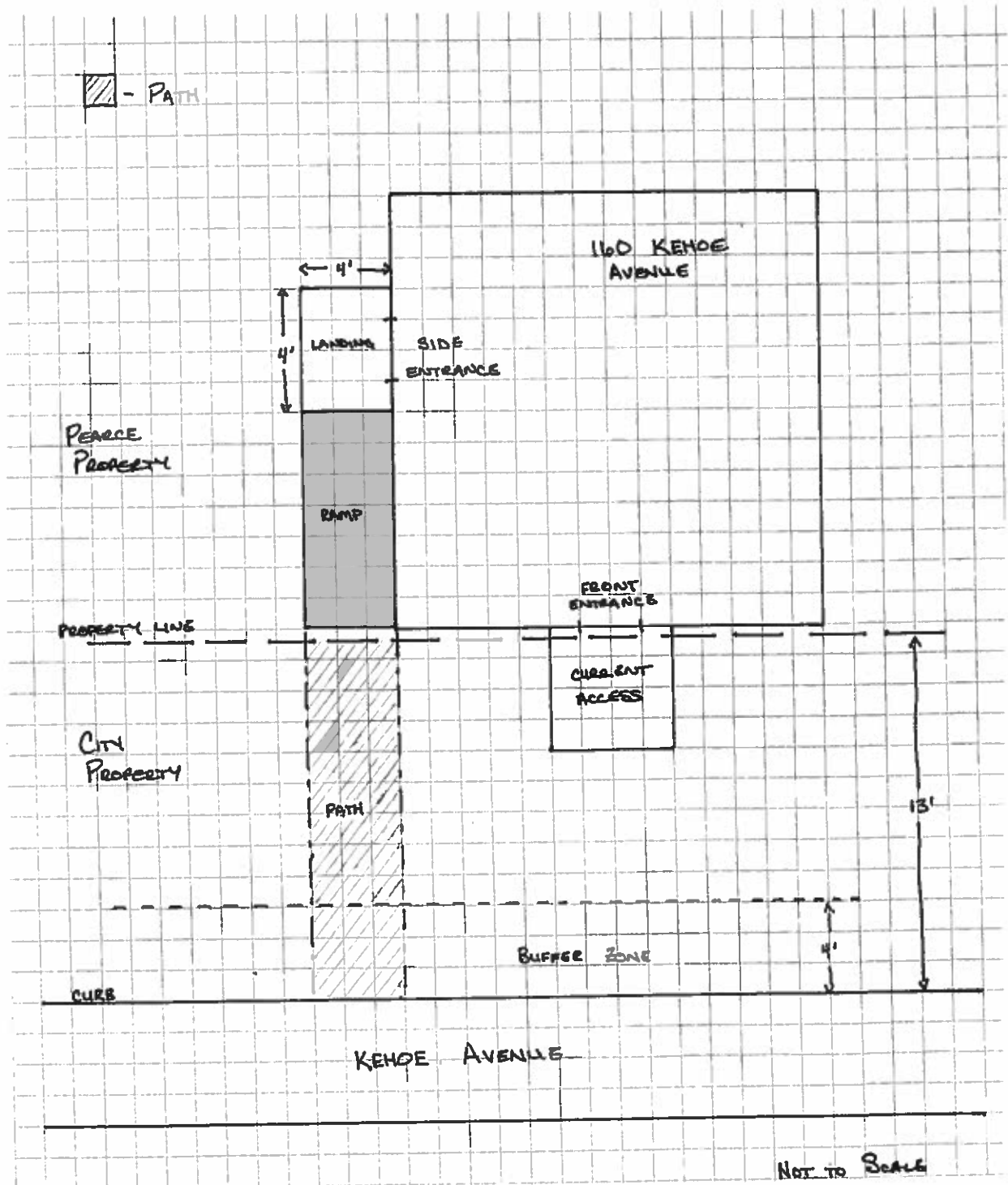
CITY CLERK – MALCOLM WHITE

**WE HAVE THE AUTHORITY TO BIND
THE CORPORATION**

**SCHEDULE "A" TO
LICENCE TO OCCUPY CITY PROPERTY**

City Property

The City grants the Licencee the right to occupy that portion of the Kehoe Avenue Boulevard in front of 160 Kehoe Avenue in Sault Ste. Marie, Ontario, in the location as indicated on the following map, and subject to the conditions outlined in Schedule "B":



SCHEDULE "B"
LICENCE TO OCCUPY CITY PROPERTY

This Licence is subject to the following conditions:

1. The City hereby grants the Licencee permission to construct and maintain a pathway from an accessibility ramp to the roadway (the "Path"), for a period of one (1) year commencing on November 4, 2013 and thereafter from year to year until terminated (the "Term"), on the City Property described, marked and identified as "Path" in Schedule "A" to this Licence (the "City Property").
2. A PIN search of the property known municipally as Civic No. 160 Kehoe Avenue (the "Pearce Property") confirms that Beverley and William Pearce are the registered owners of the Pearce Property as Joint Tenancy. The Licencee represents and warrants that she is now the sole registered owner of the Pearce Property, and that William Pearce, though named on the title, is deceased.
3. The City or the Licencee may cancel this Licence on giving three (3) months' written notice to the other party of their intention to do so. Notices shall be deemed given if deposited in the mail with postage charges prepaid and addressed to the party for whom intended at such party's address herein specified:

CITY City Solicitor
The Corporation of the City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, Ontario
P6A 5N1

LICENCEE Beverley Pearce
160 Kehoe Avenue
Sault Ste. Marie, Ontario
P6C 1N1

4. At no time shall the City be responsible for constructing, maintaining, inspecting removing or otherwise dealing with the Path, nor shall the City be responsible for any matters relating to the use of the Path. The Licencee shall be responsible for all costs, expenses and liabilities relating to the construction, presence, use and removal of the Path located on the City Property. The Licencee shall indemnify and save harmless the City from any costs and expenses of any nature or kind incurred by the City that may result from the construction, maintenance, inspection, removal, and use of the Path and any other matters arising directly or indirectly from this Agreement.
5. The Licencee agrees that all construction, maintenance, inspection, removal or otherwise dealing with the Path shall be done above ground, and that no digging in excess of six (6") inches for any reason shall take place without the written consent of the City's Engineering & Planning Department.
6. The Licencee shall contract with a contractor approved by the City's Engineering & Planning Department for the curb at the end of the Path to be cut down to the grade level of the road. The Licencee shall apply for and receive a Curb Cut Permit from the City's Building Department prior to the commencement of the construction of the curb cut and prior to the construction of the Path.
7. The Licencee shall ensure that a four (4') foot buffer zone be extended back from the curb onto the City Property, and that anything constructed or placed

within this buffer zone be made depressed into the ground to be flush with the top of the curb.

8. The Licencee shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the construction of the Path and the use of the City Property during the Term, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee with such Laws, By-Laws, Rules and Regulations.
9. The Licencee shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the use of the City Property during the Term.
10. The Licencee shall indemnify and save harmless the City from all costs, liabilities and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Licencee's construction, maintenance, inspection, removal and use of the Path on City Property, the intent being that the City shall be at no risk or expense to which it would not have been put had this Agreement not been entered into.
11. The Licencee shall not assign, transfer or make any other disposition of the Licence, or of the rights conferred thereby, without the prior written consent of the City.
12. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of the City Property, such that the removal of any portion of the Path located on the City Property is required, the Licencee shall in no way restrict such access and/or removal of a portion or the entirety of the Path, and the City and/or emergency personnel shall in no way be responsible for restoring the Path to its condition prior to such access and/or removal of the Path by the City and/or emergency personnel.
13. The Public Utilities Commission, Union Gas, Algoma Power Incorporated, Great Lakes Power, Bell Canada, and Shaw Communications Incorporated shall be hereafter referred to as the "Utility Companies". If, at the sole discretion of a Utility Company, the Utility Company requires access to any portion of the City Property, such that the removal of any portion of the Path located on the City Property is required, the Licencee shall in no way restrict such access and/or removal of a portion or the entirety of the Path, and the Utility Company shall in no way be responsible for restoring the Path to its condition prior to such access and/or removal of the Path by the Utility Company.
14. The Licencee shall not use or permit the use of the City Property for any purpose other than the purpose herein set out. The Licencee shall not erect any buildings or structures on the City Property.
15. In the event that this Licence is terminated in accordance with paragraph 3, the provisions of paragraphs 4-14 inclusive of this Licence shall survive the termination of this Licence. Upon the termination of this Licence, the Licencee shall forthwith remove the Path from the City Property at the Licencee's sole liability and expense. In the event that the Path is not removed from the City

Property to the satisfaction of the City within thirty (30) days of the termination of this Licence, the City may do such work to remove the Path as it deems necessary at the expense and risk of the Licencee.

16. The Licencee shall keep in force during the Term, property damage insurance and personal injury insurance against claims for bodily injury, death or property damage occurring on the City Property in an amount not less than Two Million (\$2,000,000.00) Dollars and name the City as "Additional Insured" to same. Proof of said insurance shall be filed with the Legal Department of the City of Sault Ste. Marie.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-202

AGREEMENT: (C2.13(6)) A by-law to authorize the execution of a Local Immigration Partnership Contribution Agreement Amendment between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of Citizenship, Immigration and Multiculturalism for the continuation of Sault Ste. Marie's Local Immigration Partnership region development for the time period of October, 2013 to March 31, 2014.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 9 of the *Municipal Act, 2001*, S.O. 2001, c.25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a Local Immigration Partnership Contribution Agreement Amendment in the form of Schedule "A" attached hereto and dated the 4th day of November, 2013 and made between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of Citizenship, Immigration and Multiculturalism for the continuation of Sault Ste. Marie's Local Immigration Partnership region development for the time period of October, 2013 to March 31, 2014.

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 4th day of November, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

NOTICE

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.

CITY SOLICITOR



Citizenship and
Immigration Canada

Citoyenneté et
Immigration Canada

Schedule "A"

10(c)

AMENDMENT TO THE CONTRIBUTION AGREEMENT

AGREEMENT NUMBER: S143295049

AMENDMENT NUMBER: 6

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the Minister of Citizenship, Immigration and Multiculturalism (hereinafter referred to as the "Department").

AND: The Corporation of The City of Sault Ste. Marie, hereinafter referred to as the "Service Provider".

THIS AMENDMENT TESTIFIES that, in consideration of the mutual covenants herein, the parties agree to amend the Agreement above referenced. The components of the Agreement that will be amended are as follows:

- ☒ The Contribution Agreement (see attached);
- ☒ Schedule 1, entitled *Statement of Planned Activities and Intended Results* (see attached);
- ☒ Schedule 2.1, entitled *Description of Eligible Costs for the Settlement Program* (see attached);
- ☐ Schedule 2.2, entitled *Description of Eligible Costs for the Resettlement Assistance Program (RAP) Stream B - Indirect Services* (see attached);
- ☐ Schedule 2.3, entitled *Description of Eligible Costs for the Resettlement Assistance Program (RAP) Stream A - Direct Services* (see attached);
- ☐ Schedule 3, entitled *Terms of Payments* (see attached);
- ☐ Schedule 4, entitled *Supplementary Terms and Conditions* (see attached)

PRECEDENCE

All other clauses and schedules contained in the Contribution Agreement remain unchanged, and in the event of any inconsistencies, the provisions of the current Agreement including this amendment, take precedence over those of the original Contribution Agreement and any previous amendment(s).

The parties hereto have signed this Amendment to the Agreement through duly authorized representatives.

Service Provider

Mayor - Debbie Amaroso

Name (Print)

Position

Signature

Date (YYYY-MM-DD)

The Department

Name (Print)

Position

Service Provider

City Clerk - Malcolm White

Name (Print)

Position

Signature

Date (YYYY-MM-DD)

Signature

Date (YYYY-MM-DD)

10(c)



Citizenship and
Immigration Canada

Citoyenneté et
Immigration Canada

AMENDMENT TO THE CONTRIBUTION AGREEMENT

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Service Provider

Mayor - Debbie Amaroso

Name (Print)

Position

Signature

NOV 04 2013

Date (YYYY-MM-DD)

The Department

Name (Print)

Position

Service Provider

City Clerk - Malcolm White

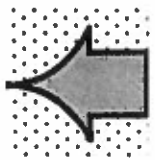
Name (Print)

Position

Signature

NOV 04 2013

Date (YYYY-MM-DD)



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

☒ Settlement Program ☐ Resettlement Program – Direct Services ☐ Resettlement Program – Indirect Services	OFFICE USE		
	100	FILE NUMBER S143295049	
	101	1. ORIGINAL 2. AMENDMENT	2
	102	AMENDMENT NUMBER	6
1 NAME OF RECIPIENT Cooperation of the City of Sault Ste. Marie			

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

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

The Sault Ste. Marie and District of Algoma community partners have worked together to develop the stages of a comprehensive SSM & Area Local Immigration Partnership, to the development and long-term sustainability of a comprehensive Local Immigration Strategy.

The Partnership will be responsible in its initial phase for the development of an Immigration strategy that will work to assist new immigrants to the SSM and surrounding area to fully integrate communities. The partnership will develop a community plan by taking an inventory of existing services, developing a gap and capacity analysis to determine service gaps and shortfalls. This will be done by establishing community consultations across various sectors to get a cross section of public input.

The first phase of the SSM and Area LIP will take projects identified in the primary strategy stage and create new developments in communities that will benefit all new immigrants and ease their transition into the community while reducing the stresses and communication barriers associated with relocation to a new community.

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

PLANNED ACTIVITIES:

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

- To establish a partnership council made up of a diverse range of representatives from the community.
- To assist non-settlement service providers and the community in developing a greater understanding of newcomer needs and services.
- To support program delivery by:
 - Collecting and reporting on newcomer service delivery;
 - Monitoring service delivery to newcomers in the community;
 - Recommending improvements to program and service delivery;
 - Conducting research and program assessments;
 - Planning and conducting needs assessments;
 - Working with other service providers and funders;
 - Building or enhancing the capacity of service providers to delivery services to newcomers.
 - Developing first strategic partnerships between District service providers, levels of government, and sector representatives to improve immigrant attraction and retention in a Regional capacity.
 - Improving access to regional labour market for immigrants.
 - Enhancing and coordinate area service delivery that facilitates immigrant settlement and integration.



FILE NUMBER S143295049

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

- Developing and strengthen regional awareness of immigrant settlement and integration.

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

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

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

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

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

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

EXPECTED PROJECT OUTPUTS/TARGETS:

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

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

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

- An action plan for the development of a local settlement strategy that identifies key tasks, milestones, roles and responsibilities.
- A database on immigrants in the community and related service planning data.
- A report on the immigrant populations in the community, available settlement services and the capacity of service providers to provide for newcomers.



FILE NUMBER S143295049

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

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

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

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

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

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

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

EXPECTED PROJECT OUTCOMES:

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

REPORTING:

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

Annual Progress Report: The report contains the following:



FILE NUMBER **S143295049**

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

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

The Recipient agrees to submit to the department:

FORECAST OF CASH FLOW

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

CLAIMS

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

FINAL CLAIM

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

**PART A: INTEGRATION PROGRAMS - SCHEDULE 2****Description of Eligible Costs**

☒ Settlement Program																																				
☐ Resettlement Program - Direct Services																																				
☐ Resettlement Program - Indirect Services																																				
1 Name of Recipient Corporation of the City of Sault Ste. Marie																																				
2 Address 99 Foster Drive, P.O. Box 580, Sault Ste. Marie, ON, P6A 5X6																																				
3 Telephone number (705) 541-7301																																				
4 Facsimile number (705) 759-1796																																				
5 Description of services Local Immigration Partnership (LIP) for the Sault Ste. Marie community																																				
6 Duration of activity / Funding period From: 2009-04-01 To: 2014-03-31 YYYY-MM-DD YYYY-MM-DD																																				
Fiscal years: 5																																				
CIC CONTRIBUTION - SEE ATTACHED FOR COST ITEMS DETAILS																																				
7	<table border="1"><thead><tr><th>COST CATEGORY</th><th>FY 1 2009-2010</th><th>FY 2 2010-2011</th><th>FY 3 2011-2012</th><th>FY 4 2012-2013</th><th>FY 5 2013-2014</th><th>COST CATEGORY TOTAL</th></tr></thead><tbody><tr><td>ADMINISTRATIVE</td><td>\$61,106</td><td>\$119,762</td><td>\$141,032</td><td>\$2,340</td><td>\$4,859</td><td>\$329,099</td></tr><tr><td>PROGRAM DELIVERY</td><td>\$14,950</td><td>\$75,143</td><td>\$71,488</td><td>\$177,343</td><td>\$242,957</td><td>\$581,881</td></tr><tr><td>CAPITAL</td><td>\$12,400</td><td></td><td></td><td></td><td></td><td>\$12,400</td></tr><tr><td>TOTAL CONTRIBUTION PER FISCAL YEAR</td><td>\$88,456</td><td>\$194,905</td><td>\$212,520</td><td>\$179,683</td><td>\$247,816</td><td>\$923,380</td></tr></tbody></table>	COST CATEGORY	FY 1 2009-2010	FY 2 2010-2011	FY 3 2011-2012	FY 4 2012-2013	FY 5 2013-2014	COST CATEGORY TOTAL	ADMINISTRATIVE	\$61,106	\$119,762	\$141,032	\$2,340	\$4,859	\$329,099	PROGRAM DELIVERY	\$14,950	\$75,143	\$71,488	\$177,343	\$242,957	\$581,881	CAPITAL	\$12,400					\$12,400	TOTAL CONTRIBUTION PER FISCAL YEAR	\$88,456	\$194,905	\$212,520	\$179,683	\$247,816	\$923,380
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8 For amendments only: ☒ Increase ☐ Decrease ☐ No change in agreement value By Amount: \$62,228																																				
Reason for amendment: Regional expansion of the LIP program to the surrounding communities of Sault Ste Marie. Please note that there was a decommitment of \$10,211 for fiscal year 2012-2013 which is also reflected in this amendment.																																				

INTEGRATION PROGRAMS - SCHEDULE 2 Breakdown of Eligible Costs

1	Name of Recipient Corporation of the City of Sault Ste. Marie	100	File number \$143295049
		112	Cost Items for FY 1 2009 - 2010

ADMINISTRATIVE

Qty	Line Item	Percentage (%)	Amount for fiscal year
	Negotiated administrative cost	see 0108392613 for details	\$61,106

Total Administrative: \$61,106

PROGRAM DELIVERY

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

Total Program Delivery: \$14,950

CAPITAL

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

Total Capital: \$12,400

Total Maximum CIC Contribution for Fiscal Year: \$88,456

FY 1 2009 - 2010

INTEGRATION PROGRAMS - SCHEDULE 2
Breakdown of Eligible Costs

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

ADMINISTRATIVE

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

Total Administrative: \$119,762

PROGRAM DELIVERY

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

Total Program Delivery: \$75,143

CAPITAL

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

Total Capital:

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

FY 2 2010 - 2011

INTEGRATION PROGRAMS - SCHEDULE 2
Breakdown of Eligible Costs

1	Name of Recipient Corporation of the City of Sault Ste. Marie	100	File number S143295049
		112	Cost Items for FY 3 2011 - 2012

ADMINISTRATIVE

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

Total Administrative: \$141,032

PROGRAM DELIVERY

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

Total Program Delivery: \$71,488

CAPITAL

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

Total Capital:

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

FY 3 2011 - 2012

INTEGRATION PROGRAMS - SCHEDULE 2
Breakdown of Eligible Costs

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

ADMINISTRATIVE

Qty	Line Item	Percentage %	Amount for fiscal year
	Negotiated administrative cost	See DI08392613 for details	\$2 340

Total Administrative: \$2,340

PROGRAM DELIVERY

Qty	Line Item	Description Details	Amount for fiscal year
	Please select one	Total for program delivery Total for HST	\$177 343

Total Program Delivery: \$177,343

CAPITAL

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

Total Capital:

Total Maximum CIC Contribution for Fiscal Year: \$179,683

FY 4 2012 - 2013

INTEGRATION PROGRAMS - SCHEDULE 2
Breakdown of Eligible Costs

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

ADMINISTRATIVE

Qty	Line Item	Percentage (%)	Amount for fiscal year
	Negotiated administrative rate	2%	\$4 859

Total Administrative: \$4,859

PROGRAM DELIVERY

Qty	Line Item	Description / Details	Amount for fiscal year
	Salaries, wages and benefits	Coordinator + MERCs and Benefits Program Assistant + MERCs and Benefits Outreach worker + MERCS and Benefits	\$202 530
	Publicity	Awareness Campaign	\$28 500
	Conferences and workshops	Immigration Conference	\$9 000
	Travel, accommodation and related costs		\$2 012
	Eligible GST/HST		\$915

Total Program Delivery: \$242,957

CAPITAL

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

Total Capital:

Total Maximum CIC Contribution for Fiscal Year: \$247,816

FY 5 2013 - 2014

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-192

APPOINTMENTS: (A1.3) A by-law to appoint Peter Niro as Commissioner of Human Resources and to repeal By-law 95-156.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, ENACTS as follows:

1. **APPOINTMENT – COMMISSIONER OF HUMAN RESOURCES**

Peter Niro is hereby appointed as Commissioner of Human Resources.

2. **REPEAL OF BY-LAW 95-156**

By-law 95-156 is hereby repealed.

3. **EFFECTIVE DATE**

This by-law becomes effective March 1, 2014.

PASSED in Open Council this 4th day of November, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

cf/staff/by-laws/2013/2013-192 Appointment Commissioner HR

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)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2013-189

DEVELOPMENT CONTROL: A by-law to designate the lands located at 609 Shafer Avenue an area of site plan control (624 Wellington West Inc.)

THE COUNCIL of The Corporation of the City of Sault Ste. Marie ENACTS as follows:

1. **DEVELOPMENT CONTROL AREA**

The lands described on Schedule "A" attached hereto are hereby designated to be an area of site plan control pursuant to section 41 of the *Planning Act*, R.S.O. 1990, chapter P. 13 and amendments thereto.

2. **SITE PLAN POWERS DELEGATED**

The Council hereby delegates to the Planning Director and in his absence to the Planner of the City of Sault Ste. Marie, Council's powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the *Planning Act* as amended, for the lands shown as Subject Property on the map attached as Schedule "A" to this by-law.

3. **SCHEDULE "A"**

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

4. **PENALTY**

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the *Planning Act* and the *Municipal Act*.

5. **EFFECTIVE DATE**

This by-law takes effect from the date of its final passing.

PASSED in open Council this 4th day of November, 2013.

NOTICE

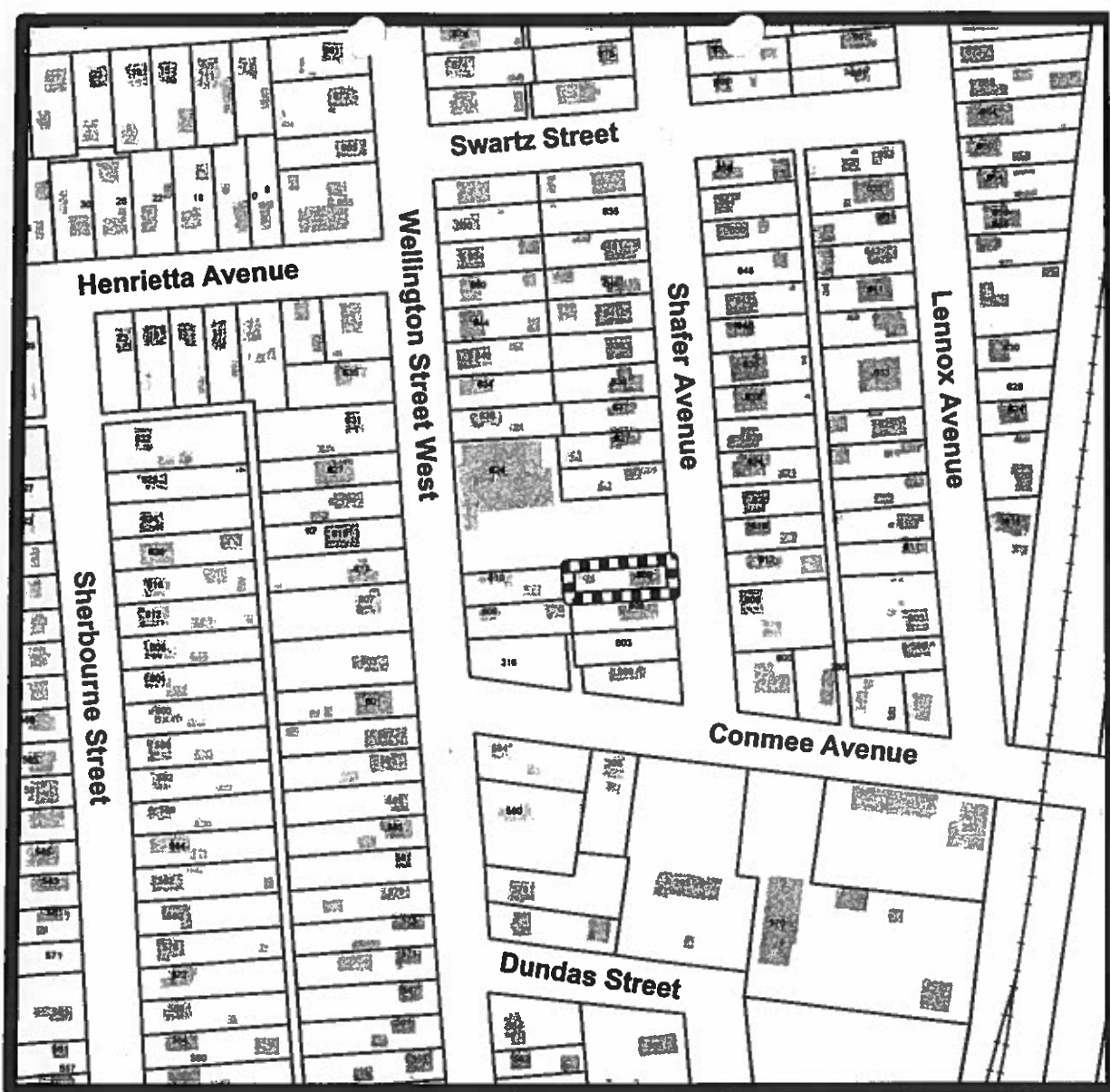
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CITY SOLICITOR

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

SCHEDULE "A" TO BY-LAW 2013-189



SUBJECT PROPERTY MAP
609 SHAFER AVENUE

Planning Application A-23-13-Z

Legend

 Subject Property = 690 Shafer Avenue



METRIC SCALE
1 : 1200

MAP REFERENCE
58 & 1-79

MAIL LABEL ID
A-23-13-Z

ROLL NUMBER
050-002-070-00

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2013-190

LANE ASSUMPTION: (PR2.2) A by-law to assume for public use and establish as a public lane, a lane in the Cornwall & York Subdivision, Plan 703.

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. **LANE ESTABLISHED AND ASSUMED**

The lane or parts of lane more particularly described in Schedule "A" to this by-law is hereby established as a public lane and is assumed for public use.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 4th day of November, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

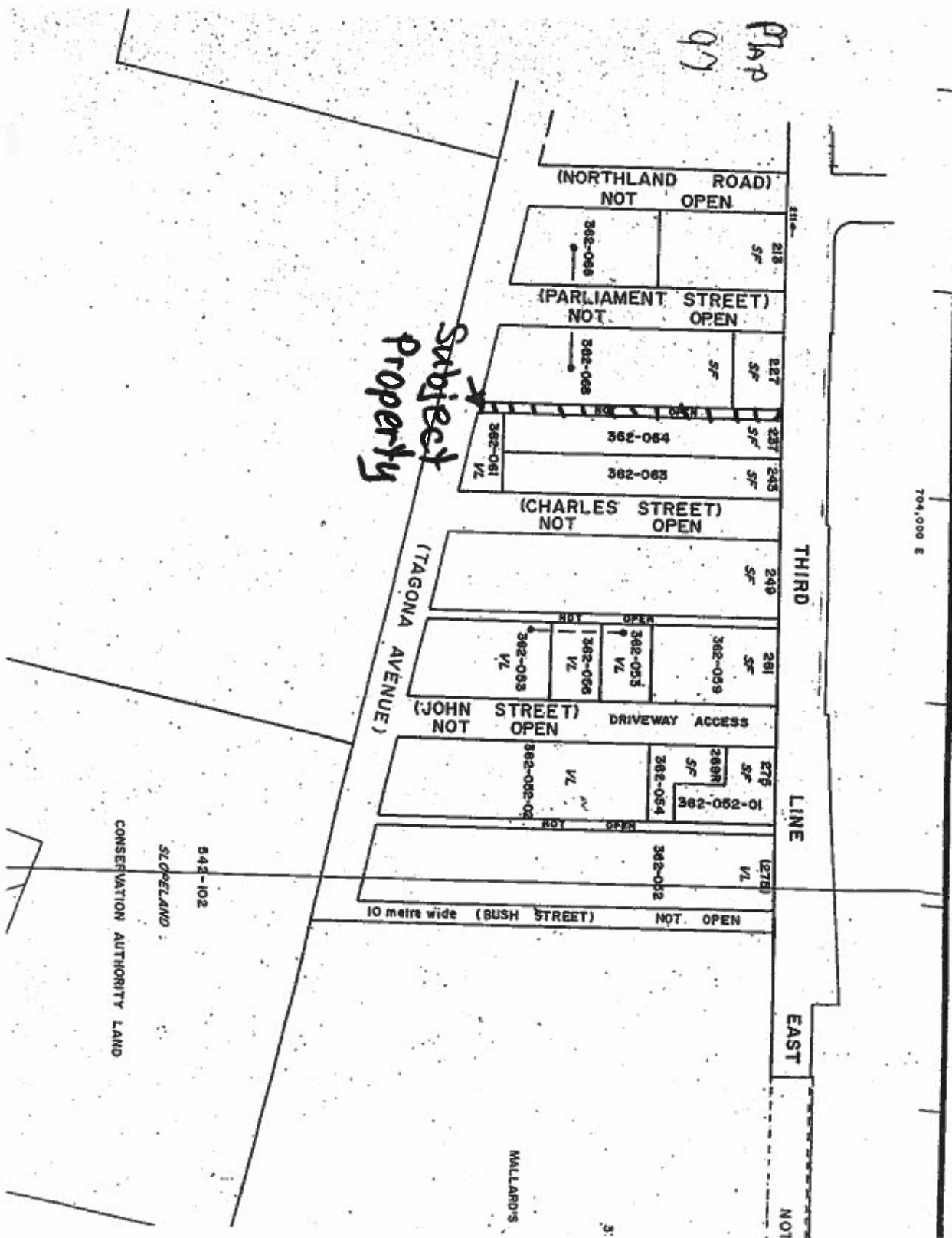
cf\LEGAL\STAFF\BYLAWS\2013\2013-190 Lane ASSUMP Cornwall York Sub

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CITY SOLICITOR

SCHEDULE "A" TO BY-LAW 2013-190 AND BY-LAW 2013-191

PIN 31562-0409 (LT)

LANE PL 7032 TARENTORUS W OF LT 365 TO LT 376; SAULT STE. MARIE



10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-203

RESOLUTIONS: (E2.1) A by-law to authorize the execution of eight (8) Municipal Council Support Resolutions to support eight (8) solar photovoltaic Feed-In-Tariff (FIT) applications being submitted to the Ontario Power Authority Feed-In-Tariff 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 the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to eight (8) Municipal Council Support Resolutions in the form of Schedules "A", "B", "C", "D", "E", "F", "G" and "H" hereto attached and dated the 4th day of November, 2013, to support eight (8) solar photovoltaic FIT applications being submitted to the Ontario Power Authority Feed-In-Tariff Program.

2. **SCHEDULES "A" to "H"**

Schedules "A", "B", "C", "D", "E", "F", "G" and "H" form a part of this by-law.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 4th day of November, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

cf LEGAL\STAFF\BYLAWS\2013\2013-203 SOLAR PHOTOVOLTAIC FIT APPLICATIONS.DOC

NOTICE

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CITY SOLICITOR

PRESCRIBED FORM: MUNICIPAL COUNCIL SUPPORT RESOLUTION CONFIRMATION

(Sections 5.1(g) of the FIT Rules, Version 3.0)

The Prescribed Form may be completed and provided to the OPA by an Applicant that had received a FIT Rules, Version 2.1 Template: Municipal Council Support Resolution (that was not a blanket support resolution) that was issued by the Local Municipality prior to October 9, 2013 in relation to the Applicant and the Project. The Prescribed Form: Municipal Council Support Resolution Confirmation may not be used as a substitute for a Template: Municipal Council Support Resolution where no Template: Municipal Council Support Resolution was issued for the Project previously.

Capitalized terms not defined in this form have the meanings ascribed thereto in the FIT Rules, Version 3.0.

1. I am the/an: Mayor and City Clerk of the
City of Sault Ste. Marie (the "Municipality"),

and have the delegated authority to provide this confirmation on behalf of the Municipality and without personal liability.

2. SSM FNC Limited Partnership (the "Applicant")

(This must be the same Applicant (i.e. same name) as stated in the Municipal Council Support Resolution originally provided as attached)

proposes to construct and operate a rooftop solar installation

(This must be the same description as stated in the Municipal Council Support Resolution originally provided as attached)

(the "Project") on 275 Second Line West, Sault Ste. Marie, Ontario

(This must be the same description as the Lands in the Municipal Council Support Resolution originally provided as attached)

(the "Lands") in the Municipality under the Provinces FIT Program.

3. The Council of the Municipality (the "Council") had previously provided the Municipal Council Support Resolution attached as Exhibit "A" for the Project indicating by resolution the Council's support for the construction and operation of the Project on the Property.

4. I have confirmed that the Project being proposed by the Applicant under the Province's FIT Program is the same Project on the same Lands as the Project that was the subject of the Municipal Council Support Resolution attached as Exhibit "A".

5. I confirm that the Municipal Council Support Resolution attached as Exhibit "A" is still in effect and that the Council has not rescinded, revoked or repealed such resolution and confirm that the Municipality supports the construction and operation of the Project on the Lands.

DATE: NOV 04 2013

Signature: Mayor - Debbie Amaroso

Signature:

Name: City Clerk - Malcolm White

Title:

FIT reference number: _____

(The reference number must be inserted by the Applicant in order for the resolution to comply with the FIT rules, even where Local Municipal letterhead is used. This is not to be inserted by the Local Municipality.)



120 Adelaide Street West, Suite 1600
Toronto, Ontario M5H 1T1
T 416 967-2414
F 416 967-1947
www.ontario.ca/energy/opa

PRESCRIBED FORM/TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 6.1(d)(i) - FIT Rules, Version 2.0

OP&PP/FIT-01541

Capitalized terms not defined herein have the meanings ascribed thereto in the FIT Rules, Version 2.0.

Resolution NO: _____

Date: 21-Jan-13

WHEREAS SSM FNC Limited Partnership (the "Applicant") proposes to construct and operate a
rooftop solar

(the "Project") on 275 Second Line west, Sault Ste. Marie, Ontario (the "Lands") in
Sault Ste. Marie under the Province's FIT Program;

AND WHEREAS the Applicant has requested that Council of the City of Sault Ste. Marie

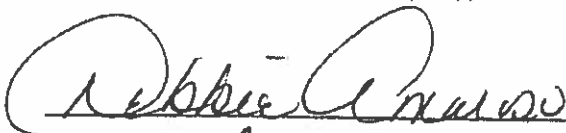
indicate by resolution Council's support for the construction and operation of the Project on the Property;

AND WHEREAS, pursuant to the rules governing the FIT Program (the "FIT Rules"), Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other persons applying for FIT Contracts;

NOW THEREFORE BE IT RESOLVED THAT:

Council of the City of Sault Ste. Marie supports without reservation the construction and operation of the Project on the Lands.

This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project or any other purpose.




Mayor - Debbie Amaroso

City Clerk - Malcolm White

(Note: signature lines for councilors or other representatives, as appropriate)

FIT reference number: _____
(Note: Must be inserted by Applicant to complete Application)

APPROVED BY
CITY OF SAULT STE. MARIE
BY-LAW# 2013-022

PRESCRIBED FORM: MUNICIPAL COUNCIL SUPPORT RESOLUTION CONFIRMATION

(Sections 5.1(g) of the FIT Rules, Version 3.0)

OPARP/FIT-022r1

The Prescribed Form may be completed and provided to the OPA by an Applicant that had received a FIT Rules, Version 2.1 Template: Municipal Council Support Resolution (that was not a blanket support resolution) that was issued by the Local Municipality prior to October 9, 2013 in relation to the Applicant and the Project. The Prescribed Form: Municipal Council Support Resolution Confirmation may not be used as a substitute for a Template: Municipal Council Support Resolution where no Template: Municipal Council Support Resolution was issued for the Project previously.

Capitalized terms not defined in this form have the meanings ascribed thereto in the FIT Rules, Version 3.0.

1. I am the/an: Mayor and City Clerk of the City of Sault Ste. Marie (the "Municipality"),
and have the delegated authority to provide this confirmation on behalf of the Municipality and without personal liability.
2. Fresh From the Sun Energy 2.0 LP (the "Applicant")
(This must be the same Applicant (i.e. same name) as stated in the Municipal Council Support Resolution originally provided as attached)
proposes to construct and operate a 200 kW Rooftop Solar Installation
(This must be the same description as stated in the Municipal Council Support Resolution originally provided as attached)
(the "Project") on 44 Great Northern Road
(This must be the same description as the Lands in the Municipal Council Support Resolution originally provided as attached)
(the "Lands") in the Municipality under the Provinces FIT Program.
3. The Council of the Municipality (the "Council") had previously provided the Municipal Council Support Resolution attached as Exhibit "A" for the Project indicating by resolution the Council's support for the construction and operation of the Project on the Property.
4. I have confirmed that the Project being proposed by the Applicant under the Province's FIT Program is the same Project on the same Lands as the Project that was the subject of the Municipal Council Support Resolution attached as Exhibit "A".
5. I confirm that the Municipal Council Support Resolution attached as Exhibit "A" is still in effect and that the Council has not rescinded, revoked or repealed such resolution and confirm that the Municipality supports the construction and operation of the Project on the Lands.

DATE: NOV 04 2013

Signature Mayor - Debbie Amaroso

Signature:	<u>City Clerk - Malcolm White</u>
Name:	
Title:	

FIT reference number: _____

(The reference number must be inserted by the Applicant in order for the resolution to comply with the FIT rules, even where Local Municipal letterhead is used. This is not to be inserted by the Local Municipality.)



100 Adelaide Street West, Suite 2600
Toronto, Ontario M5H 1B1
Tel: 416-325-2244
Toll-free: 1-877-876-8762
www.ontario.ca/opa

PRESCRIBED FORM/TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 6.1(d)(i) - FIT Rules, Version 2.0

OPA/OTR 01/11

Capitalized terms not defined herein have the meanings ascribed thereto in the FIT Rules, Version 2.0.

Resolution NO: _____

Date: 21-Jan-13

WHEREAS Fresh From the Sun Energy 2.0 LP (the "Applicant") proposes to construct and operate a rooftop solar

(the "Project") on 44 Great Northern Road (the "Lands") in

Sault Ste. Marie

under the Province's FIT Program;

AND WHEREAS the Applicant has requested that Council of the City of Sault Ste. Marie

indicate by resolution Council's support for the construction and operation of the Project on the Property;

AND WHEREAS, pursuant to the rules governing the FIT Program (the "FIT Rules"), Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other persons applying for FIT Contracts;

NOW THEREFORE BE IT RESOLVED THAT:

Council of the City of Sault Ste. Marie supports without reservation the construction and operation of the Project on the Lands.

This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project or any other purpose.

Mayor - Debbie Amaroso

City Clerk - Malcolm White

(Note: signature lines for councilors or other representatives, as appropriate)

APPROVED BY
CITY OF SAULT STE. MARIE

BY-LAW # 2013-022

FIT reference number: _____
(Note: Must be inserted by Applicant to complete Application)

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

(Section 5.1(g)(i) of the FIT Rules, Version 3.0)

OPARP/f-FIT-012r2

Resolution NO: _____ Date: _____

[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 3.0.

[AND WHEREAS] Simcoe County Community Energy Co-operative Inc. (the "Applicant") proposes to construct and operate a
rooftop solar project

(the "Project") on 1124 Great Northern Road (the "Lands") in
the City of Sault Ste. Marie under the Province's FIT Program;

[AND WHEREAS] the Applicant has requested that Council of the City of Sault Ste. Marie
indicate by resolution Council's support for the construction and operation of the Project on the Property;

[AND WHEREAS], pursuant to the FIT Rules, Version 3.0, Applications whose Projects receive the formal support of Local
Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons
applying for FIT Contracts;

[NOW THEREFORE BE IT RESOLVED THAT]:

Council of the City of Sault Ste. Marie supports the
construction and operation of the Project on the Lands.

This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the
purpose of any other form of municipal approval in relation to the Application or Project or any other purpose.

Title: Mayor - Debbie Amaroso

Title: City Clerk - Malcolm White

(signature lines for elected representatives.)

FIT reference number: _____

*(The reference number must be inserted by the Applicant in order for the resolution to
comply with the FIT rules, even where Local Municipal letterhead is used. This is not
to be inserted by the Local Municipality.)*

10(g)

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION
(Section 5.1(g)(i) of the FIT Rules, Version 3.0)

OPARP/F-FIT-012r2

Resolution NO: _____ Date: _____

[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 3.0.

[AND WHEREAS] Simcoe County Community Energy Co-operative Inc. (the "Applicant") proposes to construct and operate a
rooftop solar project

(the "Project") on 9 Sackville Road (the "Lands") in
the City of Sault Ste. Marie under the Province's FIT Program;

[AND WHEREAS] the Applicant has requested that Council of the City of Sault Ste. Marie
indicate by resolution Council's support for the construction and operation of the Project on the Property;

[AND WHEREAS], pursuant to the FIT Rules, Version 3.0, Applications whose Projects receive the formal support of Local
Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons
applying for FIT Contracts;

[NOW THEREFORE BE IT RESOLVED THAT]:

Council of the City of Sault Ste. Marie supports the
construction and operation of the Project on the Lands.

This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the
purpose of any other form of municipal approval in relation to the Application or Project or any other purpose.

Title: Mayor - Debbie Amaroso

Title: City Clerk - Malcolm White

(signature lines for elected representatives.)

FIT reference number: _____

*(The reference number must be inserted by the Applicant in order for the resolution to
comply with the FIT rules, even where Local Municipal letterhead is used. This is not
to be inserted by the Local Municipality.)*

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

(Section 5.1(g)(i) of the FIT Rules, Version 3.0)

OPARP/F-FIT-012r2

Resolution NO: _____ Date: _____

[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 3.0.

[AND WHEREAS] Simcoe County Community Energy Co-operative Inc. (the "Applicant") proposes to construct and operate a
rooftop solar project

(the "Project") on 158 Sackville Road (the "Lands") in
the City of Sault Ste. Marie under the Province's FIT Program;

[AND WHEREAS] the Applicant has requested that Council of the City of Sault Ste. Marie
indicate by resolution Council's support for the construction and operation of the Project on the Property;

[AND WHEREAS], pursuant to the FIT Rules, Version 3.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;

[NOW THEREFORE BE IT RESOLVED THAT]:

Council of the City of Sault Ste. Marie supports the
construction and operation of the Project on the Lands.

This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project or any other purpose.

Title: Mayor - Debbie Amaroso

Title: City Clerk - Malcolm White

(signature lines for elected representatives.)

FIT reference number: _____

(The reference number must be inserted by the Applicant in order for the resolution to comply with the FIT rules, even where Local Municipal letterhead is used. This is not to be inserted by the Local Municipality.)



120 Adelaide Street West, Suite 1600
Toronto, Ontario M5H 1T1

T 416-967-7474
F 416-967-1947
www.powerauthority.on.ca

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION
(Section 5.1(g)(i) of the FIT Rules, Version 3.0)

OPARP/f-FIT-012r2

Resolution NO: _____ Date: _____

[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 3.0.

[AND WHEREAS] Simcoe County Community Energy Co-operative Inc. (the "Applicant") proposes to construct and operate a
rooftop solar project

(the "Project") on 803 Great Northern Road (the "Lands") in
the City of Sault Ste. Marie under the Province's FIT Program;

[AND WHEREAS] the Applicant has requested that Council of the City of Sault Ste. Marie
indicate by resolution Council's support for the construction and operation of the Project on the Property;

[AND WHEREAS], pursuant to the FIT Rules, Version 3.0, Applications whose Projects receive the formal support of Local
Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons
applying for FIT Contracts;

[NOW THEREFORE BE IT RESOLVED THAT]:

Council of the City of Sault Ste. Marie supports the
construction and operation of the Project on the Lands.

This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the
purpose of any other form of municipal approval in relation to the Application or Project or any other purpose.

Title: Mayor - Debbie Amaroso

Title: City Clerk - Malcolm White

(signature lines for elected representatives.)

FIT reference number: _____

*(The reference number must be inserted by the Applicant in order for the resolution to
comply with the FIT rules, even where Local Municipal letterhead is used. This is not
to be inserted by the Local Municipality.)*



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TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION
(Section 5.1(g)(i) of the FIT Rules, Version 3.0)

OPARP/f-FIT-012r2

Resolution NO: _____ Date: _____

[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 3.0.

[AND WHEREAS] Simcoe County Community Energy Co-operative Inc. (the "Applicant") proposes to construct and operate a
rooftop solar project

(the "Project") on 940 Second Line West (the "Lands") in
the City of Sault Ste. Marie under the Province's FIT Program;

[AND WHEREAS] the Applicant has requested that Council of the City of Sault Ste. Marie
indicate by resolution Council's support for the construction and operation of the Project on the Property;

[AND WHEREAS], pursuant to the FIT Rules, Version 3.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;

[NOW THEREFORE BE IT RESOLVED THAT]:

Council of the City of Sault Ste. Marie supports the
construction and operation of the Project on the Lands.

This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project or any other purpose.

Title: Mayor - Debbie Amaroso

Title: City Clerk - Malcolm White

(signature lines for elected representatives.)

FIT reference number: _____

(The reference number must be inserted by the Applicant in order for the resolution to comply with the FIT rules, even where Local Municipal letterhead is used. This is not to be inserted by the Local Municipality.)



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 T 416-967-7474
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 www.powerauthority.on.ca

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION
(Section 5.1(g)(i) of the FIT Rules, Version 3.0)

OPARP/F-FIT-012r2

Resolution NO: _____ Date: _____

[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 3.0.

[AND WHEREAS] Simcoe County Community Energy Co-operative Inc. (the "Applicant") proposes to construct and operate a
rooftop solar project

(the "Project") on 460 Pim Street (the "Lands") in
the City of Sault Ste. Marie under the Province's FIT Program;

[AND WHEREAS] the Applicant has requested that Council of the City of Sault Ste. Marie
 indicate by resolution Council's support for the construction and operation of the Project on the Property;

[AND WHEREAS], pursuant to the FIT Rules, Version 3.0, Applications whose Projects receive the formal support of Local
 Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons
 applying for FIT Contracts;

[NOW THEREFORE BE IT RESOLVED THAT]:

Council of the City of Sault Ste. Marie supports the
 construction and operation of the Project on the Lands.

This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the
 purpose of any other form of municipal approval in relation to the Application or Project or any other purpose.

Title: Mayor - Debbie Amaroso

Title: City Clerk - Malcolm White

(signature lines for elected representatives.)

FIT reference number: _____

*(The reference number must be inserted by the Applicant in order for the resolution to
 comply with the FIT rules, even where Local Municipal letterhead is used. This is not
 to be inserted by the Local Municipality.)*

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2013-201

STREET ASSUMPTION: (PR4) A by-law to assume for public use and establish as public streets various parcels of land conveyed to the City.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25 thereto **ENACTS** as follows:

1. **STREETS ESTABLISHED AND ASSUMED**

The streets or parts of streets more particularly described in Schedule "A" to this by-law are hereby established as public streets and are assumed for public use.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 4th day of November, 2013.

MAYOR - DEBBIE AMAROSO

CLERK - MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2013\2013-201 STREET ASSUMPTIONS VARIOUS.DOC

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CITY SOLICITOR

SCHEDULE "A" TO BY-LAW 2013-201

1) OLD GOULAIS BAY ROAD

PIN 31564-0135 (LT)

PT LT 1 RCP H741 TARENTORUS PT 5 1R12368; SAULT STE. MARIE

2) BASE LINE ROAD

a) PIN 31616-0146 (LT)

PCL 6914 SEC AWS; PT SEC 1 PARKE PT 2 1R2391; SAULT STE.
MARIE

b) PIN 31616-0211 (LT)

PT SEC 1 PARKE PT 6 1R12335; SAULT STE. MARIE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE**BY-LAW 2013-205**

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of various streets to facilitate the annual Rotary Santa Claus parade on November 23, 2013.

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 VARIOUS STREETS**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of the following streets to facilitate the annual Rotary Santa Claus parade:

- (a) Closure of Bay Street from East Street to Pim Street from 5:00 p.m. to 6:30 p.m.
- (b) Closure of Pim Street to Queen Street East from 5:00 p.m. to 6:30 p.m.
- (c) Closure of Queen Street East to Gore Street from 5:30 p.m. to 7:30 p.m.

2. **EFFECTIVE DATE**

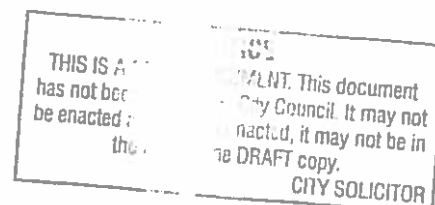
This by-law takes effect on the day of its final passing.

PASSED in Open Council this 4th day of November, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

c:\LEGAL\STAFF\BYLAWS\2013\2013-205 -SANTA CLAUS PARADE STREET CLOSURE.DOC



10(j.)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-206

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Queen Street from Pim Street to Dennis Street on the 21ST day of November, 2013 from 5:30 p.m. to 11:00 p.m.

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 WOODWARD AVENUE AND ROSSMORE ROAD**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Queen Street from Pim Street to Dennis Street on the 21ST day of November, 2013 from 5:30 p.m. to 11:00 p.m.

2. **EFFECTIVE DATE**

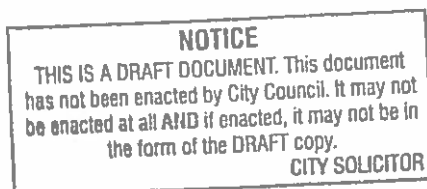
This by-law takes effect on the day of its final passing.

PASSED in Open Council this 30th day of October, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2013\2013-206 TEMP. ST. CLOSING BY-LAW QUEEN ST.DOC



10(K)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-193

TRAFFIC: (P3.3) A by-law to amend Schedules "A, E, F, G, H, K, O, P, and W" of Traffic By-law 77-200.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to the provisions of section 10 of the *Municipal Act, 2001*, S.O., 2001 c.25 and amendments thereto, **ENACTS** as follows:

1. **SCHEDULE "A" OF BY-LAW 77-200 AMENDED**

Schedule "A" of By-law 77-200 is amended by deleting the following:

<u>STREET</u>	<u>SIDE</u>	<u>FROM</u>	<u>TO</u>	<u>PROHIBITED TIMES OR DAYS</u>
"Willow Avenue	east	46m north of McNabb St.	North extent of Civic 34	0800 hrs to 1800 hrs Monday-Friday".

Schedule "A" of By-law 77-200 is amended by adding the following:

"Willow Avenue	east	46m north of McNabb Street	Chapple Ave	0800 hrs to 1800 hrs Monday-Friday
Windsor Trail	north	Old Garden River Rd	Foxborough Trail	any time
Foxborough Trail	east	Windsor Trail	Martingale Court	any time
Creek Road	east & west	Full radius of turn around		any time".

2. **SCHEDULE "E" OF BY-LAW 77-200 AMENDED**

Schedule "E" of By-law 77-200 is amended by adding the following:

<u>THROUGH STREET</u>	<u>FROM</u>	<u>TO</u>
"Windsor Trail	Old Garden River Rd.	Foxborough Trail".

3. **SCHEDULE "F" OF BY-LAW 77-200 AMENDED**

Schedule "F" of By-law 77-200 is amended by deleting the following:

<u>INTERSECTION</u>	<u>DIRECTION OF TRAFFIC</u>	<u>STOP STREET</u>
"Second Line & Black Road	easterly	Second Line".

Schedule "F" of By-law 77-200 is amended by adding the following:

"Third Line East & Foxborough Trail	northerly	Foxborough Trail
Old Garden River Rd & Windsor Trail	southerly	Windsor Trail".

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CITY SOLICITOR

4. **SCHEDULE "G" OF BY-LAW 77-200 AMENDED**

Schedule "G" of By-law 77-200 is amended by adding the following:

INTERSECTION OR OTHER LOCATION

"Second Line East and Pine Street".

5. **SCHEDULE "H" OF BY-LAW 77-200 AMENDED**

Schedule "H" of By-law 77-200 is amended by adding the following:

<u>INTERSECTION</u>	<u>DIRECTION OF TRAFFIC</u>	<u>YIELD STREET</u>
"Foxborough Trail & Madison Avenue	west	Madison Avenue
Foxborough Trail & Tuscany Square	west	Tuscany Square
Windsor Trail & Foxborough Trail	south	Foxborough Trail".

6. **SCHEDULE "K" OF BY-LAW 77-200 AMENDED**

Schedule "K" of By-law 77-200 is amended by deleting the following:

<u>STREET</u>	<u>BETWEEN</u>	<u>MAXIMUM SPEED</u>
"McNabb Street	Black Road & Adeline Street	60 km/h"

Schedule "K" of By-law 77-200 is amended by adding the following:

"Lyons Avenue	Patrick Street & Korah Road	60 km/h
Wallace Terrace	Korah Road & Allen's Side Road	60 km/h".

7. **SCHEDULE "O" OF BY-LAW 77-200 AMENDED**

Schedule "O" of By-law 77-200 is amended by adding the following:

<u>STREET</u>	<u>LOCATION OF PROHIBITED CROSSING AREA</u>
"Second Line at Pine Street	west".

8. **SCHEDULE "P" OF BY-LAW 77-200 AMENDED**

Schedule "P" of By-law 77-200 is amended by adding the following:

<u>INTERSECTION OF STREETS</u>	<u>DESCRIPTION OF SAFETY ZONE</u>
"Second Line and Pine Street	2 traffic islands".

9. **SCHEDULE "W" OF BY-LAW 77-200 AMENDED**

Schedule "W" of By-law 77-200 is amended by deleting the following:

<u>STREET</u>	<u>SIDE</u>	<u>FROM</u>	<u>TO</u>
"Alworth Place	southwest	Opposite driveway of Civic No. 74	a point 100m south and thence east therefrom
Albert St. West	south	Sinclair Street	C.P.R. right-of-way
London Street	south	east limit of driveway at Civic No. 87 London Street	east limit of driveway at Holy Angel School
Ontario Avenue	north	a point 12m east of Simpson Street	a point 44m east of LaBelle Avenue
Young Street	south	15m east of Spadina Avenue	45m east of Spadina Avenue".

10. EFFECTIVE DATE

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

PASSED in open Council this 4th day of November, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2013-187

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 633 Wallace Terrace (Destiny Christian Centre Algoma).

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

1. **633 WALLACE TERRACE; LOCATED ON THE SOUTHWEST CORNER OF CENTRAL STREET AND WALLACE TERRACE; CHANGE FROM C4 TO C4.S WITH A "SPECIAL EXCEPTION"**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 1-57 of Schedule "A" to By-law 2005-150, is changed from C4 (General Commercial) zone to C4.S (General Commercial) zone with a "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(331) and heading as follows:

"2(331) 633 Wallace Terrace

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the southwest corner of Central Street and Wallace Terrace, and having civic no. 633 Wallace Terrace and outlined and marked "Subject Property" on the map attached as Schedule 331 hereto is changed from C4 (General Commercial) zone to C4.S (General Commercial) zone with a "Special Exception" waiving the buffering requirements outlined in section 4.9 of Zoning By-law 2005-150 for the Place of Worship use only."

3. **SCHEDULE "A"**

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

4. **CERTIFICATE OF CONFORMITY**

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

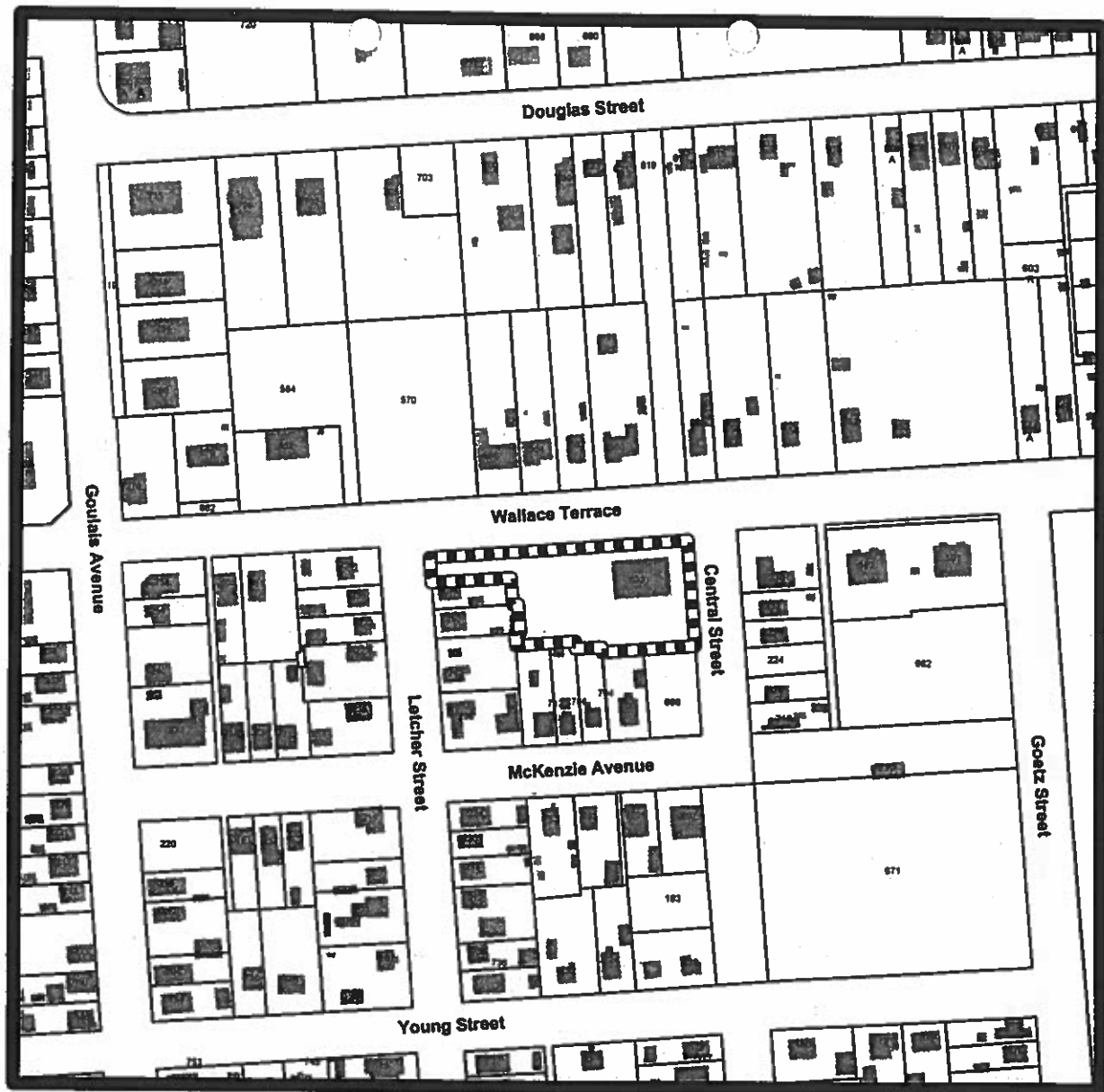
PASSED in Open Council this 4th day of November, 2013.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

10(1.1)

SCHEDULE "A" TO BY-LAW 2013-187 AND
SCHEDULE 331 TO BY-LAW 2005-151



SUBJECT PROPERTY MAP

633 WALLACE TERRACE

Planning Application A-24-13-Z

Legend



Subject Property = 633 Wallace Terrace



METRIC SCALE
1 : 2200

MAP REFERENCE
37 & 1-57

MAIL LABEL ID
A-24-13-Z

ROLL NUMBER
060-002-001-00

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2013-188

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 609 Shafer Avenue (624 Wellington West Inc.).

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

1. **609 SHAFER AVENUE; LOCATED ON THE WEST SIDE OF SHAFER AVENUE, APPROXIMATELY 41M NORTH OF ITS INTERSECTION WITH CONMEE AVENUE; CHANGE FROM R2 TO R2.S WITH A "SPECIAL EXCEPTION"**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 1-79 of Schedule "A" to By-law 2005-150, is changed from R2 (Single Detached Residential) zone to R2.S (Single Detached Residential) zone with a "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(332) and heading as follows:

"2(332) 609 SHAFER AVENUE

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the west side of Shafer Avenue, approximately 41m north of its intersection with Conmee Avenue, and having civic no. 609 Shafer Avenue and outlined and marked "Subject Property" on the map attached as Schedule 332 hereto is changed from R2 (Single Detached Residential) zone to R2.S (Single Detached Residential) zone with a "Special Exception" to permit a cold storage building and refuse bins to be located on the property, subject to the following conditions:

- 1) that the structure being used as a cold storage building shall only be permitted for use in association with the commercial plaza located at 624 Wellington Street West;
- 2) that any refuse bins or a refuse compound area be set back a minimum 5m from any residentially zoned property;
- 3) that no building openings be included on the southern wall of the proposed structure; and
- 4) that a 1.82m visually solid fence be constructed on the southern and western lot lines abutting the residential properties."

3. **SCHEDULE "A"**

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

4. **CERTIFICATE OF CONFORMITY**

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

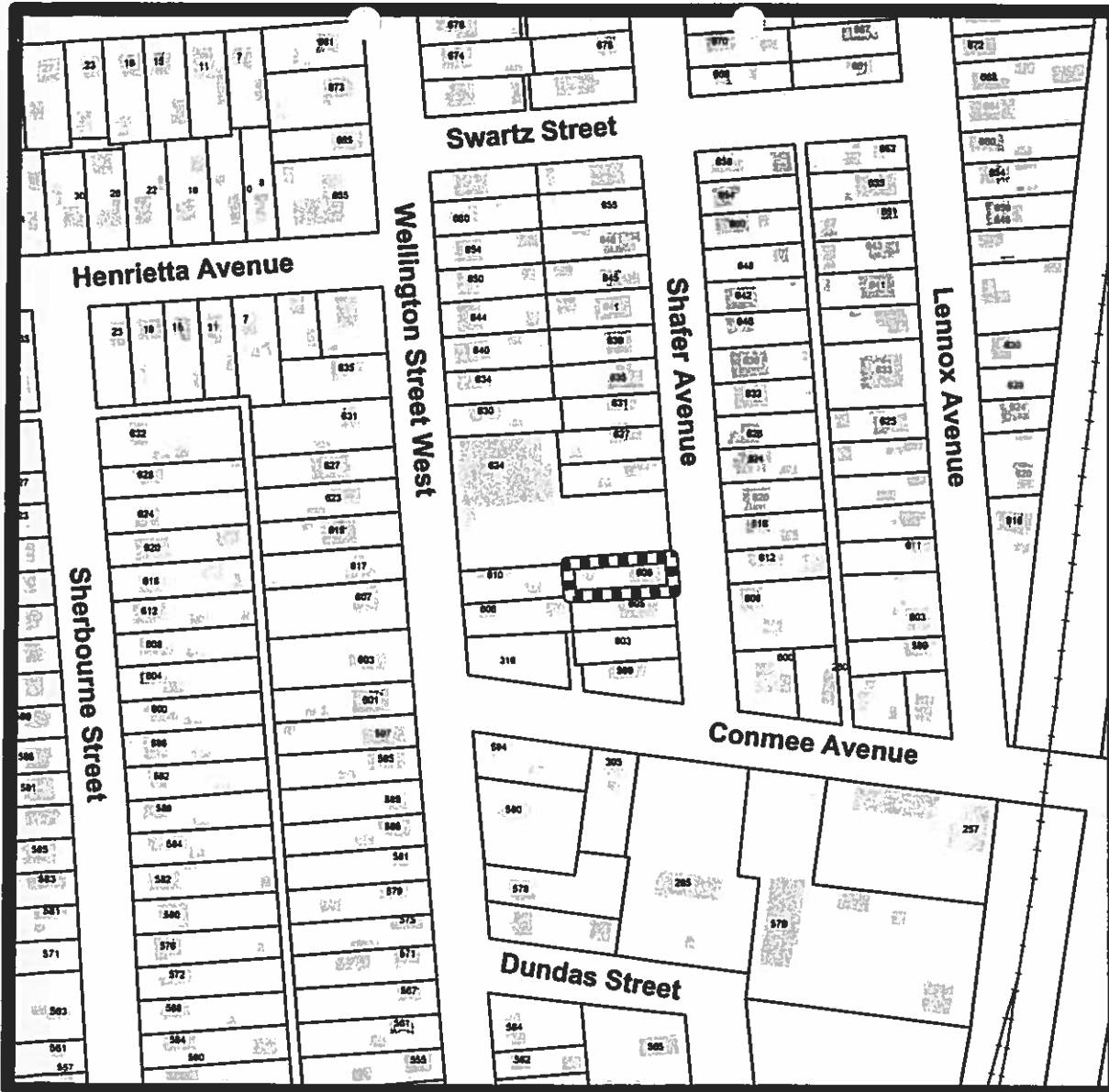
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CITY SOLICITOR

10(m)

SCHEDULE "A" TO BY-LAW 2013-188 AND
SCHEDULE 332 TO BY-LAW 2005-151



SUBJECT PROPERTY MAP
609 SHAFER AVENUE

Planning Application A-23-13-Z

Legend



Subject Property = 609 Shafer Avenue



METRIC SCALE
1 : 1200

MAP REFERENCE
58 & 1-79

MAIL LABEL ID
A-23-13-Z

ROLL NUMBER
050-002-070-00

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2013-191

LANE CLOSING: (PR2.2) A by-law to stop up, close and authorize the conveyance of a lane in the Cornwall & York Subdivision, Plan 703.

WHEREAS the lane more particularly hereinafter described was established as a public lane and assumed for public use by By-law 2013-190;

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. **LANE CLOSED**

The lane 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. **LANE DECLARED SURPLUS**

The lane 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 lane is subject to the retention of easements if required. The Corporation shall stop up, close and authorize the conveyance of the lane 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 4th day of November, 2013.

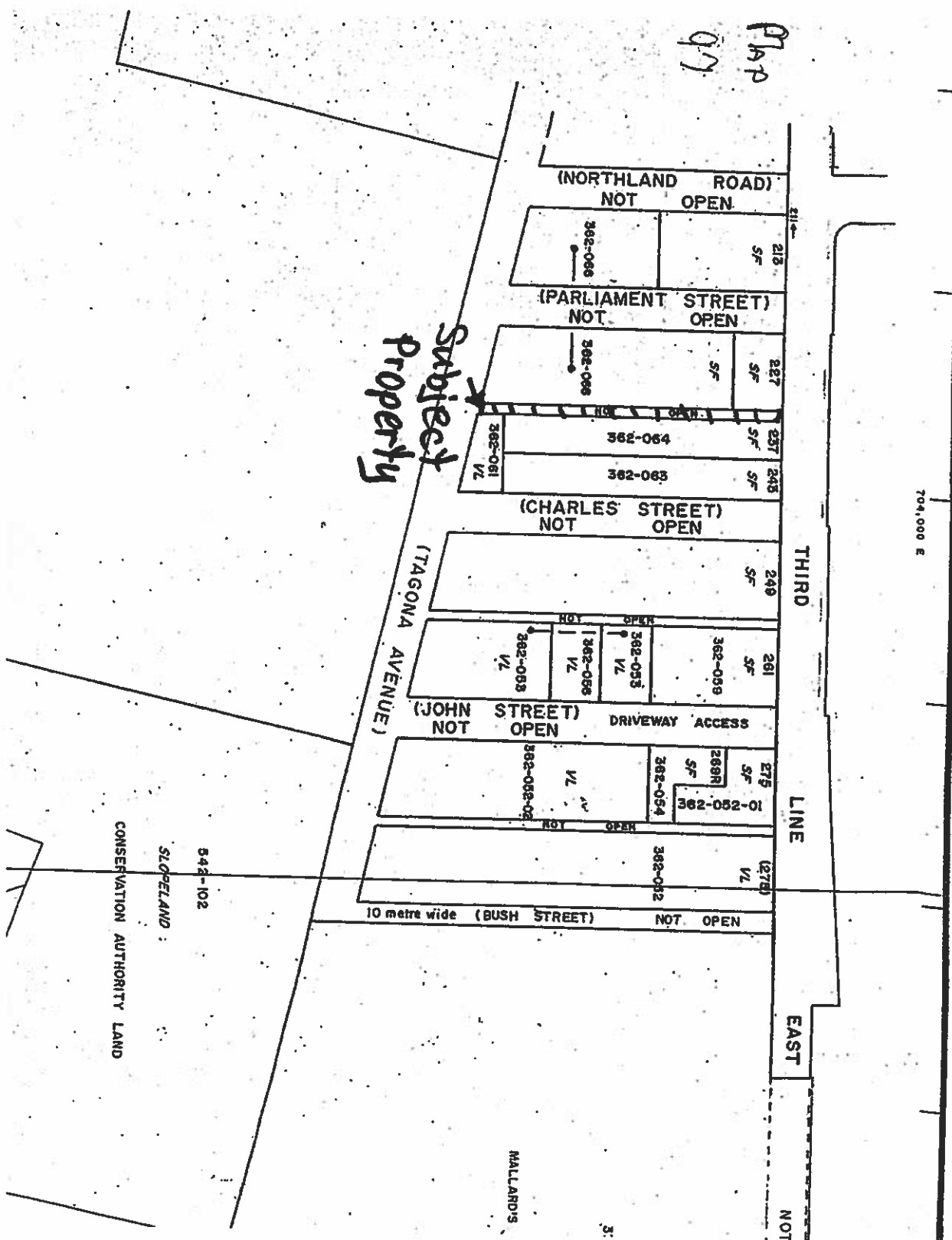
MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

SCHEDULE "A" TO BY-LAW 2013-190 AND BY-LAW 2013-191

PIN 31562-0409 (LT)

LANE PL 7032 TARENTORUS W OF LT 365 TO LT 376; SAULT STE.
MARIE



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2013-197

LOCAL IMPROVEMENT: (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" Pavement on London Street from North Street to Tancred Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

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

1. The Corporation shall construct the works described in Schedules "A" and "B" hereto as local improvements under the said Act and in accordance with Plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said works.
3. The construction and completion of the said works shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of \$304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.
6. The sum of \$79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
7. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual instalments.
8. The debentures to be issued for the loan to be effected to pay the cost of the works when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.
10. The said Schedules "A" and "B" form a part of this by-law.
11. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 4th day of November, 2013

MAYOR – DEBBIE AMAROSO

CITY CLERK- MALCOLM WHITE

FIRST reading: November 4, 2013

SECOND reading: November 4, 2013

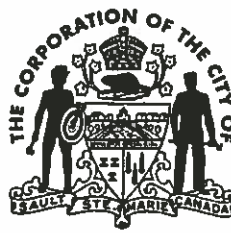
THIRD reading:

cf LEGALSTAFF\BYLAWS\2013\2013-197 LOCAL IMPROVEMENTS London St

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CITY SOLICITOR



10(0)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Civic Centre
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2013-197, SECTION 3
REGULATION 586/06 MUNICIPAL ACT****ENGINEER'S REPORT**

2013 11 04

Nature of Work	Construction of:	Construction of sanitary sewer, private drain connection and Class "A" pavement
	On:	London Street
	From:	North Street
	To:	Tancred Street
Estimated Cost of Work		\$1,723,000.00
Estimated Assessable Abutting Frontage		392.1m (Sanitary sewer) 586.0m (Class "A" pavement)
Estimated Cost to be Borne by Assessable Abutting Property		\$24,423.02 (Sanitary sewer) \$45,590.74 (Class "A" pavement)
Estimated Cost to be Borne by The Corporation		\$1,652,986.24
Special Rate per Metre Frontage		\$30.50 (Sanitary sewer) \$79.50 (Class "A" pavement)
Special Rate per Private Drain Connection		\$304.00
Estimated Interest Rate		3%
Term		10 years
Estimated Annual Rate per Metre Frontage		\$3.58 (Sanitary sewer) \$9.32 (Class "A" pavement)
Estimated Annual Rate per Private Drain Connection		\$35.64
Estimated Lifetime of the Work		20 years
Respectfully submitted,	Recommended for approval,	
		
Carl Rumel, P. Eng. Design & Construction Engineer	Jerry D. Dolcetti, RPP Commissioner of Engineering & Planning	

CR/al
attachments

**CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS- SECTION 3**

SCHEDULE "A"

BY-LAW 2013-197

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>SIZE</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2013-5-03	London Street	North Street	Tancred Street	405m	250mm	41	392.1m	\$24,423.02

CR/al
2013 11 04

10607

CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT - SECTION 3

SCHEDULE "B"

BY-LAW 2013-197

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2002-7-01	London Street	North Street	Tancred Street	405m	10.0m	n/a	586.0m	\$45,590.24

CR/al
2013 11 04

1060

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2013-198

LOCAL IMPROVEMENT: (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" Pavement on March Street from Queen Street East to Wellington Street East under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

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

1. The Corporation shall construct the works described in Schedules "A" and "B" hereto as local improvements under the said Act and in accordance with Plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said works.
3. The construction and completion of the said works shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of \$304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.
6. The sum of \$79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
7. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual instalments.
8. The debentures to be issued for the loan to be effected to pay the cost of the works when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.
10. The said Schedules "A" and "B" form a part of this by-law.
11. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 4th day of November, 2013

MAYOR – DEBBIE AMAROSO

CITY CLERK- MALCOLM WHITE

FIRST reading: November 4, 2013

SECOND reading: November 4, 2013

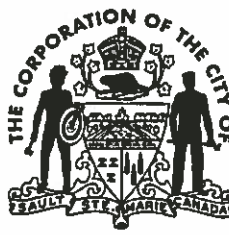
THIRD reading:

of LEGALSTAFF\B\LAWS\2013\2013-198 LOCAL IMPROVEMENTS March St

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CITY SOLICITOR



10(p)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Civic Centre
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2013-198, SECTION 3
REGULATION 586/06 MUNICIPAL ACT**

ENGINEER'S REPORT

2013 11 04

Nature of Work	Construction of:	Construction of sanitary sewer, private drain connection and Class "A" pavement
	On:	March Street
	From:	Queen Street East
	To:	Wellington Street East
Estimated Cost of Work		\$1,108,000.00
Estimated Assessable Abutting Frontage		261.9m (Sanitary sewer) 247.4m (Class "A" pavement)
Estimated Cost to be Borne by Assessable Abutting Property		\$14,371.04 (Sanitary sewer) \$19,666.48 (Class "A" pavement)
Estimated Cost to be Borne by The Corporation		\$1,073,962.48
Special Rate per Metre Frontage		\$30.50 (Sanitary sewer) \$79.50 (Class "A" pavement)
Special Rate per Private Drain Connection		\$304.00
Estimated Interest Rate		3%
Term		10 years
Estimated Annual Rate per Metre Frontage		\$3.58 (Sanitary sewer) \$9.32 (Class "A" pavement)
Estimated Annual Rate per Private Drain Connection		\$35.64
Estimated Lifetime of the Work		20 years

Respectfully submitted,

Carl Rumiel, P. Eng.
Design & Construction Engineer

Recommended for approval,

Jerry D. Dolcetti, RPP
Commissioner of Engineering & Planning

CR/al
attachments

**CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS- SECTION 3**

SCHEDULE "A"

BY-LAW 2013-198

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>SIZE</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2013-5-04	March Street	Queen Street East	Wellington Street East	282.2m	250mm	22	261.9m	\$14,371.94

CR/al
2013 11 04

10(p)

CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT - SECTION 3

SCHEDULE "B"

BY-LAW 2013-198

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2013-7-03	March Street	Queen Street East	Wellington Street East	282m	10.0m	n/a	247.4m	\$19,666.48

CR/al
2013 11 04

106(p)

10(9)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2013-199

LOCAL IMPROVEMENT: (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" Pavement on St. Andrew's Terrace from John Street to North Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

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

1. The Corporation shall construct the works described in Schedules "A" and "B" hereto as local improvements under the said Act and in accordance with Plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said works.
3. The construction and completion of the said works shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of \$304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.
6. The sum of \$79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
7. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual instalments.
8. The debentures to be issued for the loan to be effected to pay the cost of the works when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.
10. The said Schedules "A" and "B" form a part of this by-law.
11. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 4th day of November, 2013.

NOTICE

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CITY SOLICITOR

MAYOR – DEBBIE AMAROSO

CITY CLERK- MALCOLM WHITE

FIRST reading: November 4, 2013

SECOND reading: November 4, 2013

THIRD reading:

da LEGAL\STAFF\BYLAWS\2013\2013-199 LOCAL IMPROVEMENTS ST ANDREWS TERR.DOC

10(r)

CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS- SECTION 3

SCHEDULE "A"

BY-LAW 2013-199

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>SIZE</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2013-5-02	St. Andrew's Terrace	John Street	North Street	357m	250mm-300mm	28	449.4m	\$22,219.48

CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT - SECTION 3

SCHEDULE "B"

BY-LAW 2013-199

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2012-7-02	St. Andrew's Terrace	John Street	North Street	357m	10.0m	n/a	456.6m	\$36,301.78

CR/al
2013 11 04

10(9)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2013-200

LOCAL IMPROVEMENT: (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" Pavement on Forest Avenue from The Crescent to Simpson Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

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

1. The Corporation shall construct the works described in Schedules "A" and "B" hereto as local improvements under the said Act and in accordance with Plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said works.
3. The construction and completion of the said works shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of \$304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.
6. The sum of \$79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
7. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual instalments.
8. The debentures to be issued for the loan to be effected to pay the cost of the works when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.
10. The said Schedules "A" and "B" form a part of this by-law.
11. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 4th day of November, 2013.

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da LEGALSTAFF\BYLAWS\2013\2013-199 LOCAL IMPROVEMENTS ST ANDREWS TERR.DOC

CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS - SECTION 3

SCHEDULE "A"

BY-LAW 2013-200

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>SIZE</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2013-5-01	Forest Avenue	The Crescent	Simpson Street	276m	250mm-300mm	35	435.0m	\$23,906.10

CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT - SECTION 3

SCHEDULE "B"

BY-LAW 2013-200

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2013-7-01	Forest Avenue	The Crescent	Simpson Street	276m	10.0m	n/a	450.2m	\$35,789.98

CR/al
2013 11 04

10/17

10/17

Corporation of the City of Sault Ste. Marie

Municipal Performance Measurement Program



2012 Results

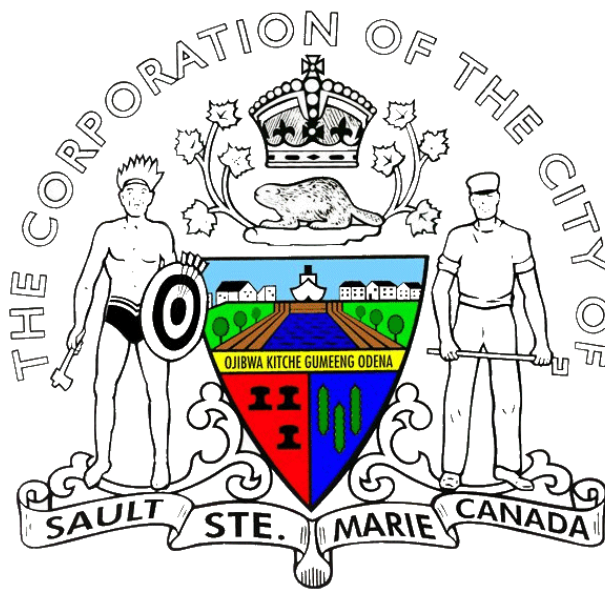




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2012 Municipal Performance Measurement Program

Measuring the Efficiency and Effectiveness of Key Municipal Performance Indicators for the City of Sault Ste. Marie

Introduction

The Municipal Performance Measurement Program was introduced by the Province in 2000. The Province is continually streamlining and refining the definitions and data calculations as the process is still evolving. In 2012, municipalities are asked to report on over 50 performance measures.

The performance measures are either an efficiency measure or an effectiveness measure. Efficiency measures are defined as the ratio of input to output. Input is operating costs, and when divided by total units, the resulting efficiency measure describes the cost per unit. Effectiveness measures provide information about the quality of the service delivery. Effectiveness measures compare outcomes against service goals.

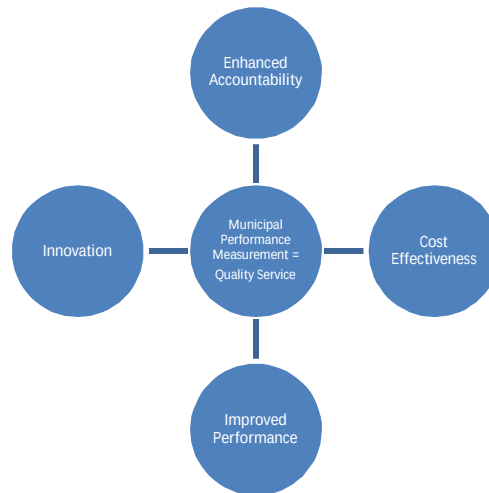
The services selected for the MPM program meet the following criteria:

- ◆ Reflect major expenditure areas for municipalities;
- ◆ Reflect areas of provincial-municipal interest;
- ◆ Reflect high interest and value to the public;
- ◆ Have data that is relatively easy to collect; and
- ◆ Fall under municipal responsibility.



Introduction Cont'd

Benefits of Performance Measurement:



Comparison between municipalities is difficult. Every municipality faces unique circumstances that are not revealed in the raw data alone. Factors such as differences in service levels and standards, geography, weather, economic conditions, the age and intensity of use of the infrastructure, socio-demographic profiles of the community and related service needs, and financial and accounting policies – have significant impact on the results.

Over time, as the program is refined and there is consistency in the municipal reporting of results, trends and best practices can be identified. The City continues to revise its own calculations and definitions in order to provide better internal comparisons. Where feasible, results for comparison years have been restated to allow for these changes.

Henceforth, where the report mentions “other Northern Municipalities,” it will be referring to the cities of North Bay, Thunder Bay, Sudbury and Timmins. The accompanying appendix provides the details of the 2012 Municipal Performance Measures for the aforementioned cities.

The City prepares its measures in accordance with its best interpretations of the measures’ definitions as provided by the Ministry of Municipal Affairs and Housing. These interpretations may not necessarily be the same as the interpretations of those same measures by the other Northern Municipalities.

In some instances throughout the report, the City’s results vary substantially to the other Northern Municipalities’ because of discrepancies in the way the measures are calculated between the municipalities.



City of Sault Ste. Marie 2012 Municipal Performance Measurement Program Results

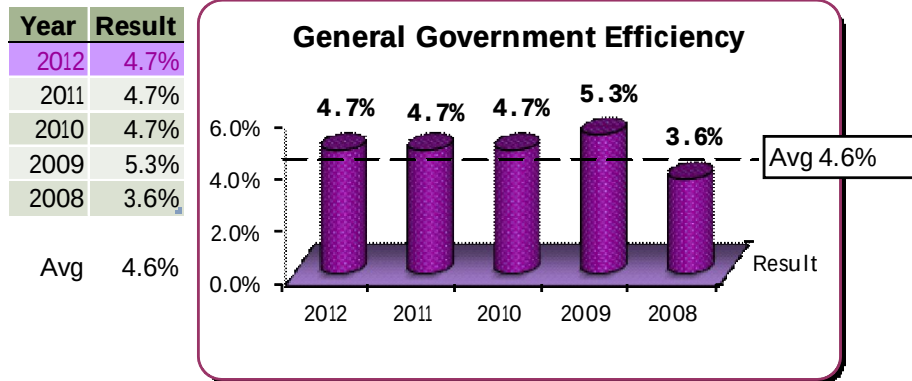


General Government

Efficiency Measure 1.1

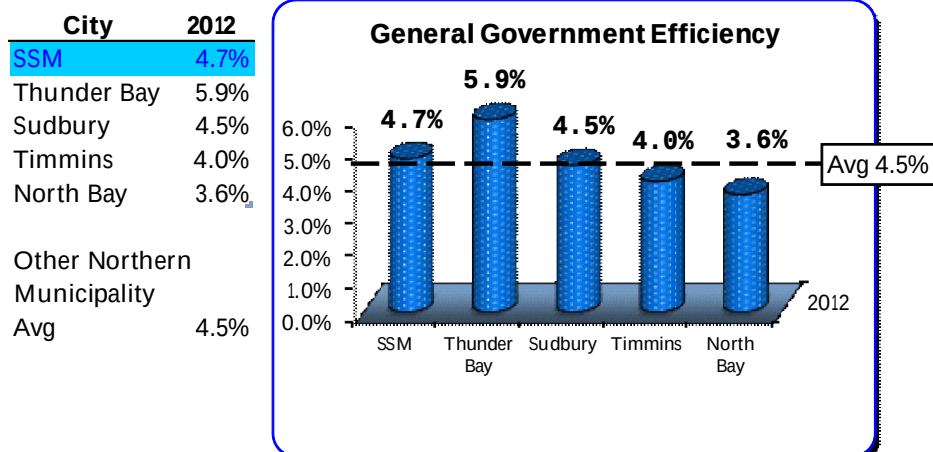
Operating Costs for Governance and Corporate Management as a Percentage of Total Municipal Operating Costs

City of Sault Ste. Marie Year to Year Results



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)





Measure 1.1: Comments

Governance and corporate management include costs for Council, Council support, Office of the Mayor, Office of the CAO and administrative support (corporate accounting, communication, financial policy and analysis, legal support, debt management, internal audit, investments, protocol and special events, real estate and taxation).

The City of Sault Ste. Marie's operating costs for governance and corporate management (the numerator for the percentage calculation) for 2012 were \$8.0 million.

The denominator of the calculation, Total Municipal Operating Costs, were \$168.7 million in 2012.

This measure is consistent with 2011 figures, and in line with the other Northern Municipalities.



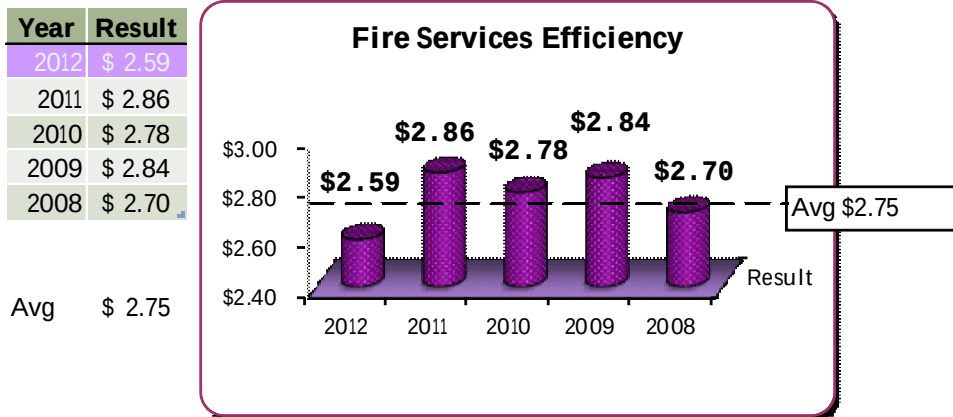


Fire Services

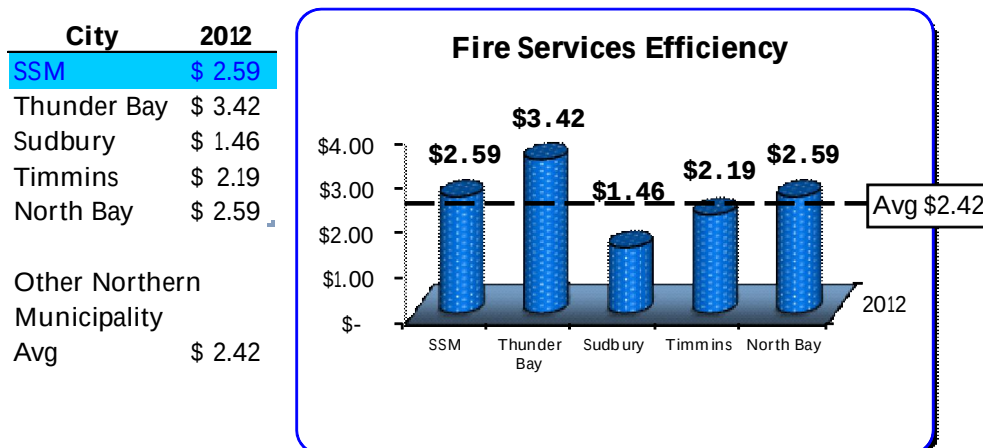
Efficiency Measure 2.1

Operating Costs for Fire Services per \$1,000 of Assessment

City of Sault Ste. Marie Year to Year Results



Results Comparison to Other Northern Municipalities
(SSM's 2012 result compared to others' 2012 results)





Measure 2.1: Comments

Fire operating costs include administration, alarm system, auxiliary service, equipment, fire fighting forces, fire halls, fire prevention and inspection, hydrant rental and wages and benefits.

Fire Services responded to 2,436 calls in 2012 (2011 – 2,463).

There were 43 out of city responses including 40 to Rankin Reserve, 1 to Goulais River, 1 to Prince Township, and 1 to Tarbutt & Tarbutt Additional.

Property tax assessment is based upon market value. Fluctuations in market values directly affect the efficiency measurement, however regardless of the market value of any given property in the community, fire protection services are still an essential service.

In the prior year, the roof was replaced at Fire Hall #4. No similar major repairs were done to any of the fire halls in 2012, thereby reducing operating costs for the year.

	<u>2012</u>	<u>2011</u>
Number of Fire Stations	4	4
Number of Fire Fighting Vehicles	9	9
Number of Full Time Fire Fighters	88	88

In general, this efficiency measure is in line with the other Northern Municipalities. When measured against just Timmins and Sudbury, these departments show lower operating costs because they are composite in nature.

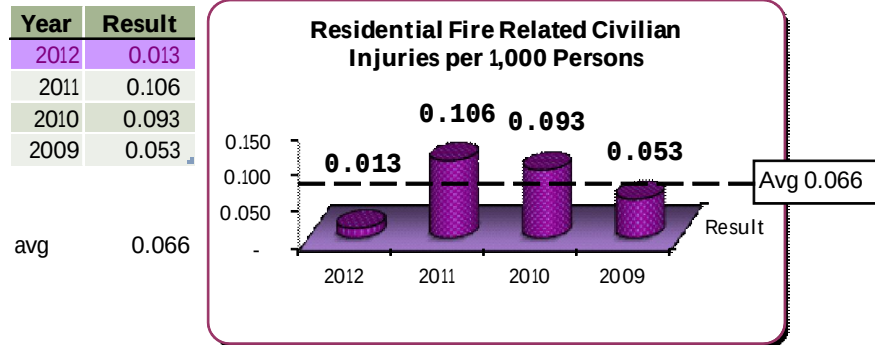




Effectiveness Measure 2.2

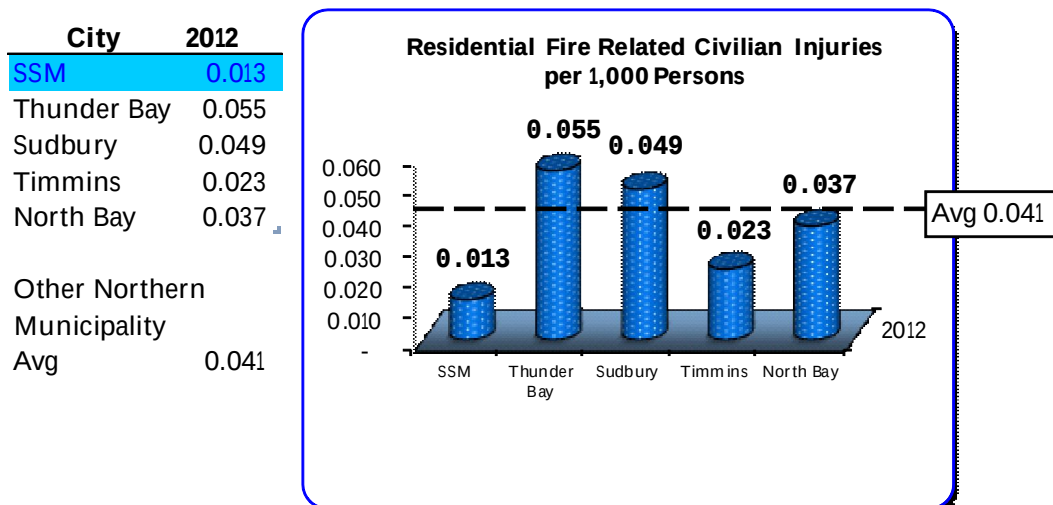
Number of Residential Fire Related Civilian Injuries per 1,000 Persons

City of Sault Ste. Marie Year to Year Results



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)





Measure 2.2: Comments

The total number of residential fire related civilian injuries is defined as those reported by the fire department to the Office of the Fire Marshal (OFM) in the OFM Standard Incident Report.

Fire Services reported 1 fire related civilian injury in 2012 (2011 – 8).

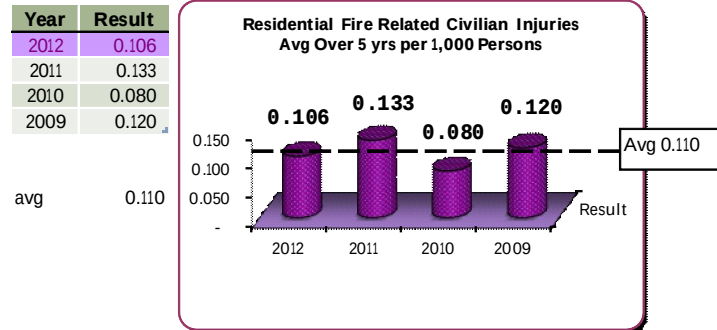




Effectiveness Measure 2.3

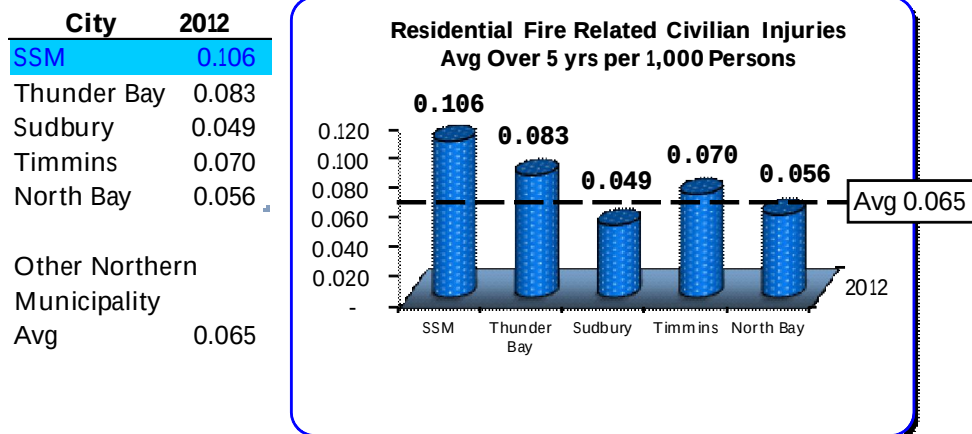
Number of Residential Fire Related Civilian Injuries Averaged over 5 Years per 1,000 Persons

City of Sault Ste. Marie Year to Year Results



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)





Measure 2.3: Comments

The total number of residential fire related civilian injuries is defined as those reported by the fire department to the Office of the Fire Marshal (OFM) in the OFM Standard Incident Report.

This effectiveness measure averages the number of residential fire related civilian injuries over a 5 year period.

Fire Services reported 38 fire related civilian injuries between the years 2008 and 2012.





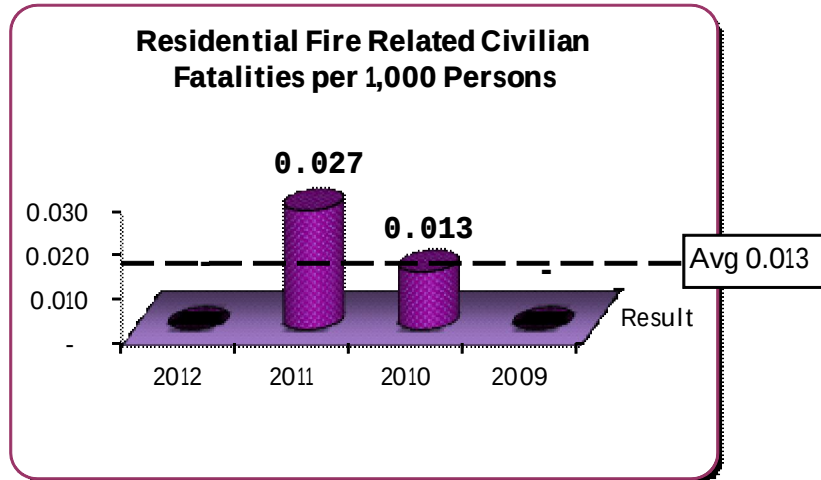
Effectiveness Measure 2.4

Number of Residential Fire Related Civilian Fatalities per 1,000 Persons

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	-
2011	0.027
2010	0.013
2009	

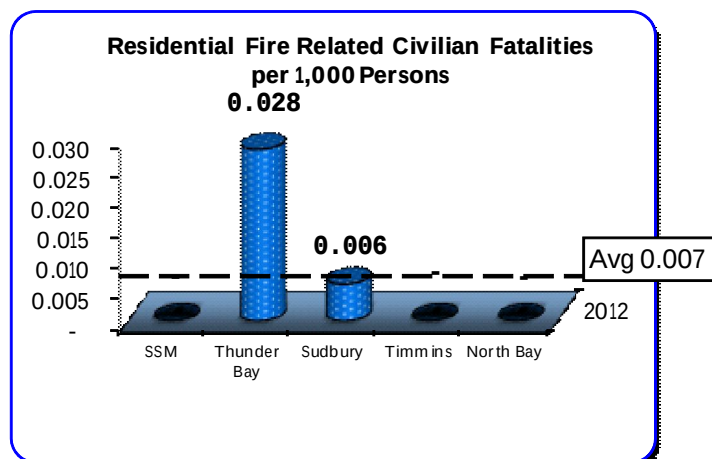
avg 0.013



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	-
Thunder Bay	0.028
Sudbury	0.006
Timmins	-
North Bay	-
Other Northern Municipality	
Avg	0.007





Measure 2.4: Comments

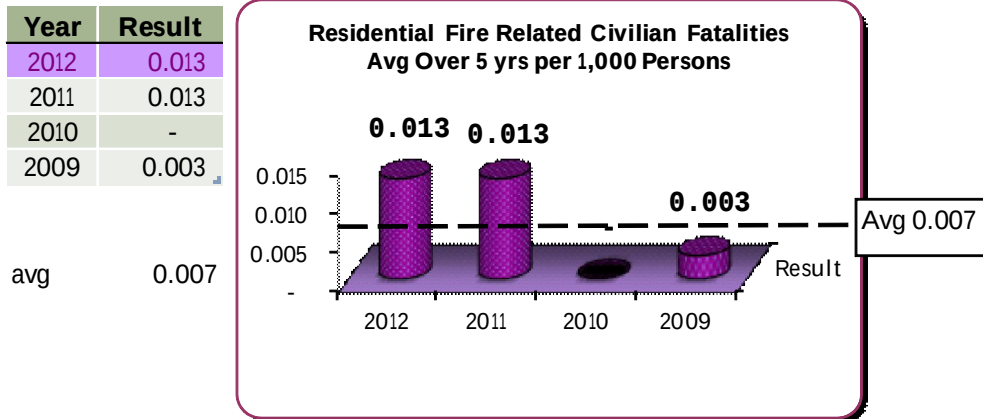
Fire Services reported no fire related civilian fatalities in 2012 (2011 – 2).



Effectiveness Measure 2.5

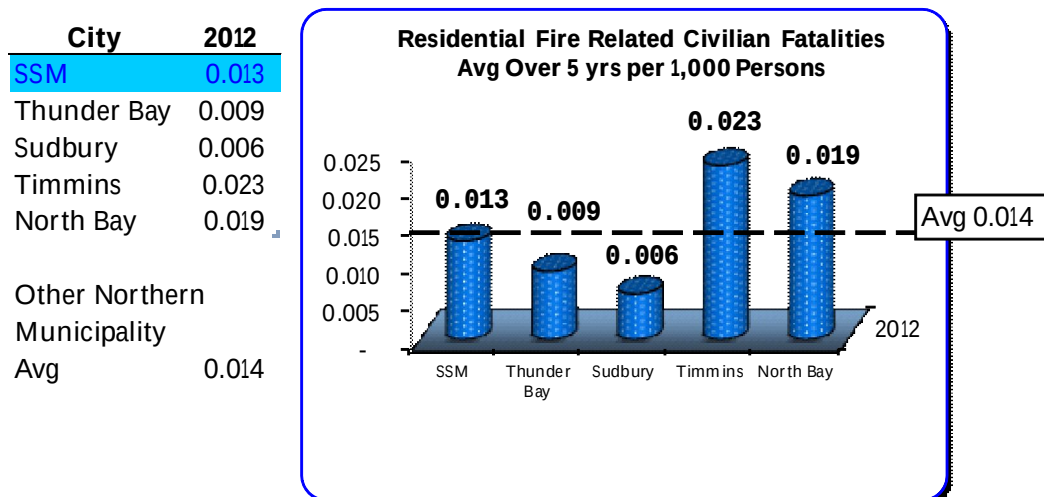
Number of Residential Fire Related Civilian Fatalities Avg Over 5 Years per 1,000 Persons

City of Sault Ste. Marie Year to Year Results



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)





Measure 2.5: Comments

This effectiveness measure averages the number of residential fire related civilian fatalities over a 5 year period.

Fire Services reported 5 fire related civilian fatalities between the years 2008 and 2012.



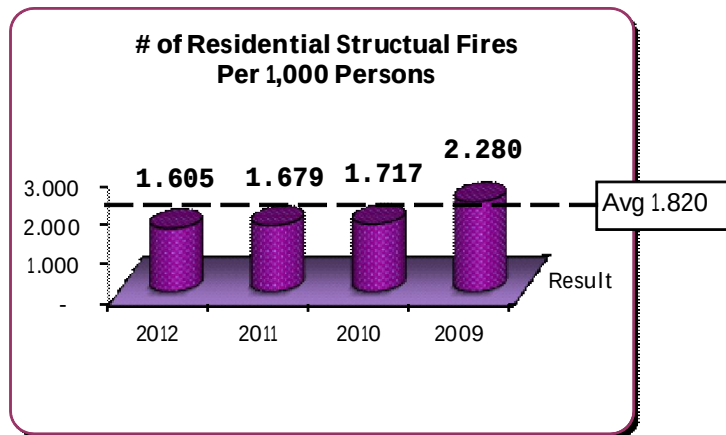
Effectiveness Measure 2.6

Number of Residential Structural Fires per 1,000 Households

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	1.605
2011	1.679
2010	1.717
2009	2.280

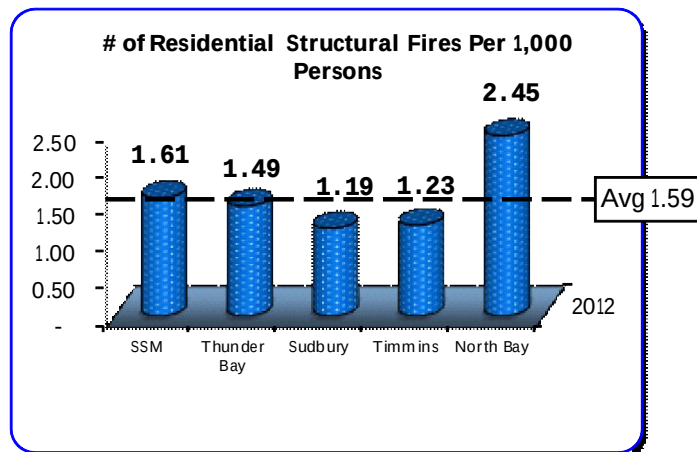
avg 1.820



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	1.61
Thunder Bay	1.49
Sudbury	1.19
Timmins	1.23
North Bay	2.45
Other Northern Municipality	
Avg	1.59





Measure 2.6: Comments

The total number of residential structural fires and explosions is defined as those reported by the fire department to the Office of the Fire Marshal (OFM) in the OFM Standard Incident Report as Code 01 (Fire) and Code 02 (Explosion) and Property Type, Group C-Residential.

Fire Services reported 55 residential structural fires in 2012 (2011 – 57).

Cooking continues to be the leading cause of residential structure fires, and consequently Fire Services is enhancing their Public Education campaign aimed at reducing these types of occurrences.





Police Services

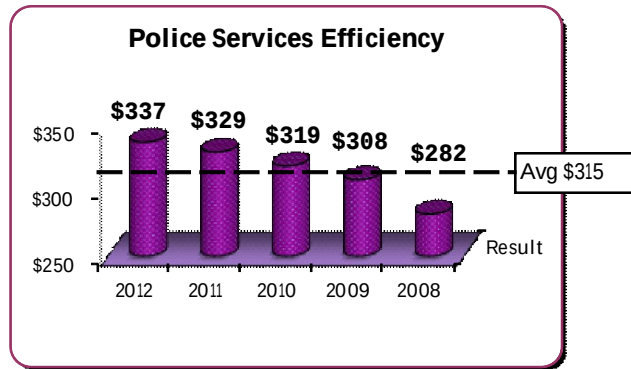
Efficiency Measure 3.1

Operating Costs for Police Services per Person

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	\$ 337
2011	\$ 329
2010	\$ 319
2009	\$ 308
2008	\$ 282

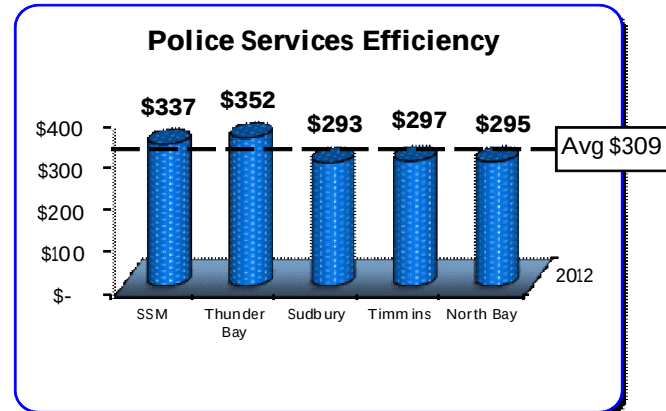
Avg \$ 315



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	\$ 337
Thunder Bay	\$ 352
Sudbury	\$ 293
Timmins	\$ 297
North Bay	\$ 295
Other Northern Municipality avg	\$ 309





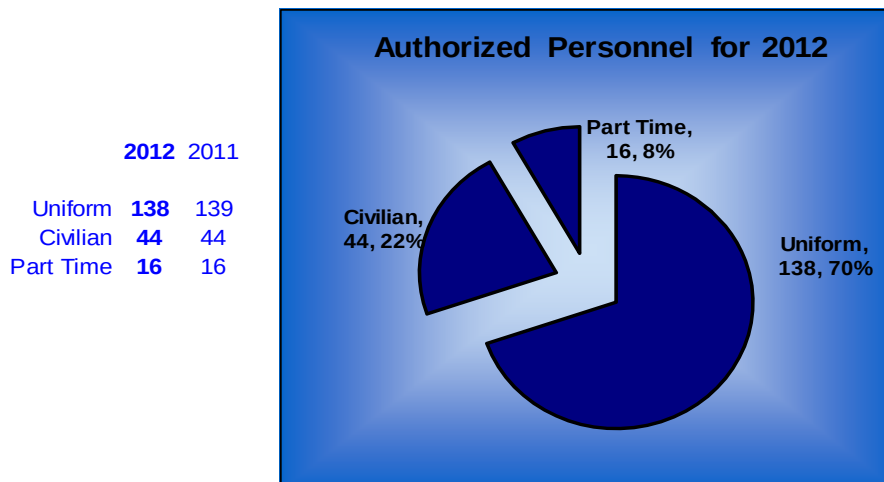
Measure 3.1: Comments

Police Services responded to 26,528 calls in 2012 (2011 – 26,558).

Operating costs include administration, police services board, conveyance of prisoners, equipment, garages, lock-ups, offices, payments for OPP services, police animals, police communication systems, and police service wages and benefits.

The City of Sault Ste. Marie incurred costs of \$25.5 million for 2012 (2011 - \$24.7 million). Operating costs for police services are in line with the other Northern Municipalities.

Costs have increased primarily due to contract salary increases. These costs for the most part are beyond the control of the City.





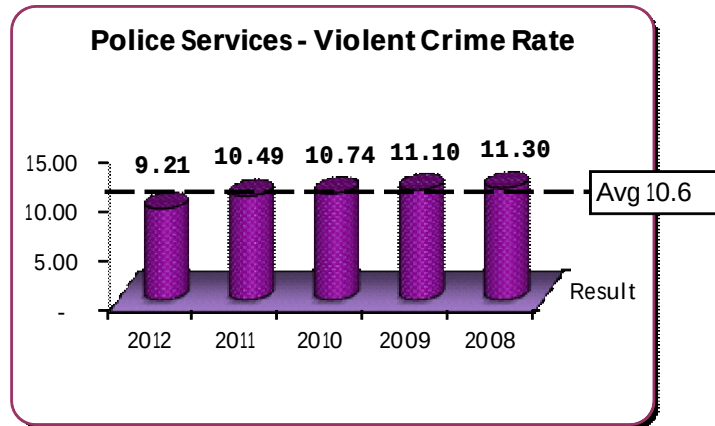
Effectiveness Measure 3.2

Violent Crime Rate per 1,000 Persons

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	9.21
2011	10.49
2010	10.74
2009	11.10
2008	11.30

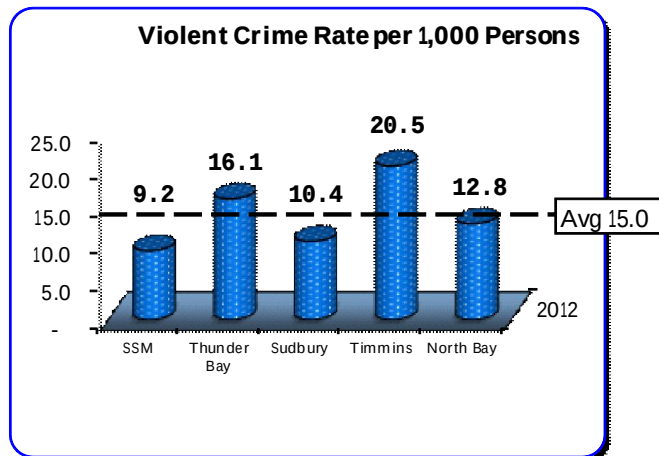
avg 10.6



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	9.2
Thunder Bay	16.1
Sudbury	10.4
Timmins	20.5
North Bay	12.8
Other Northern Municipality avg	15.0





Measure 3.2: Comments

Violent Crimes include offences that deal with the use or threat of force to a person. Includes homicide, attempted murder, sexual and non-sexual assault, abduction and robbery.

This efficiency measure experienced a slight decrease from prior year. The total number of actual incidents of violent crime went from 788 in 2011 to 697 in 2012, a 12% decrease.

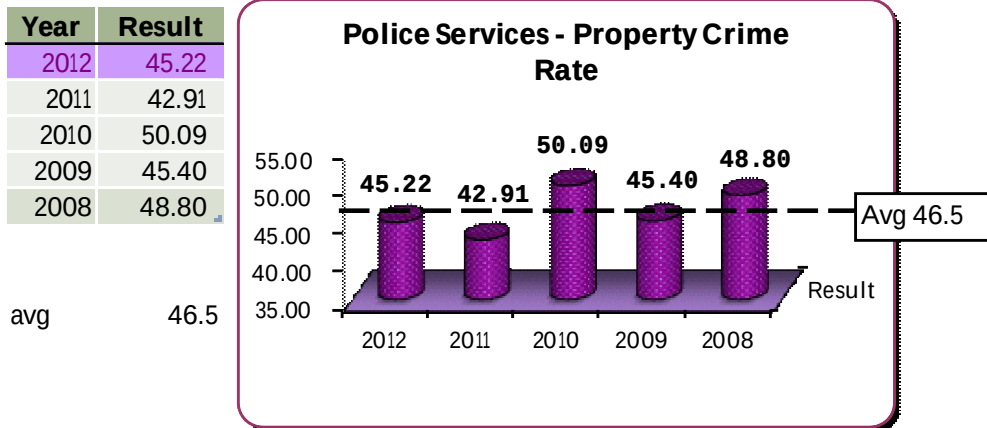




Effectiveness Measure 3.3

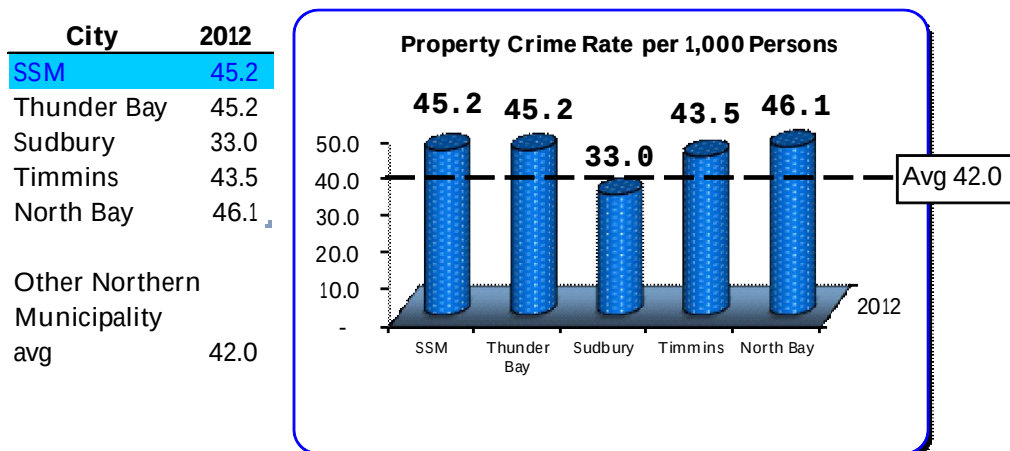
Property Crime Rate per 1,000 Persons

City of Sault Ste. Marie Year to Year Results



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)





Measure 3.3: Comments

Property Crimes involve unlawful acts with the intent of gaining property but without the use of threat of violence against an individual. Includes breaking and entering, motor vehicle theft, theft over \$5,000, theft \$5,000 and under, possession of stolen goods and fraud.

The crime rate per 1000 persons is in line with the other Northern Municipalities.





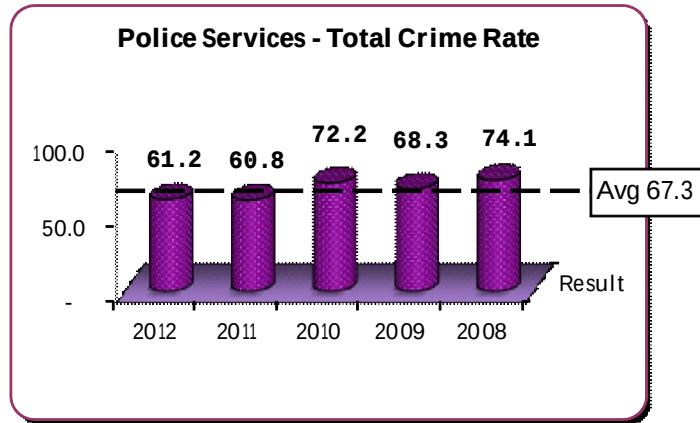
Effectiveness Measure 3.4

Total Crime Rate per 1,000 Persons (Criminal Code Offences excluding Traffic)

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	61.2
2011	60.8
2010	72.2
2009	68.3
2008	74.1

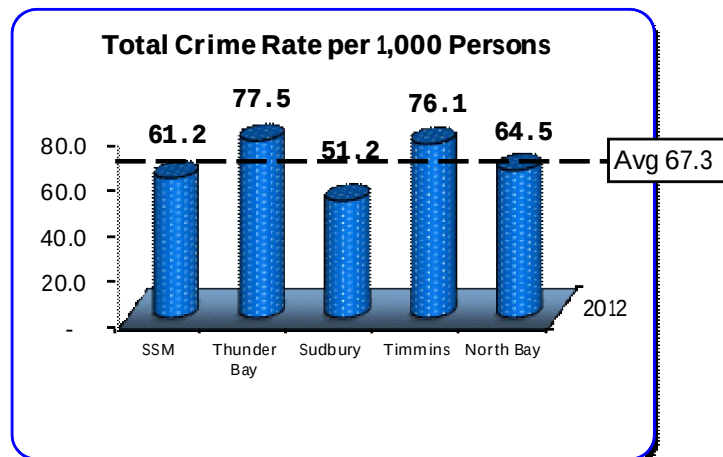
avg 67.3



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	61.2
Thunder Bay	77.5
Sudbury	51.2
Timmins	76.1
North Bay	64.5
Other Northern Municipality	
avg	67.3





Measure 3.4: Comments

Total criminal instances for 2012 were 4,632 (2011 – 4,569).

The crime rate per 1000 persons is on average with the other Northern Municipalities.





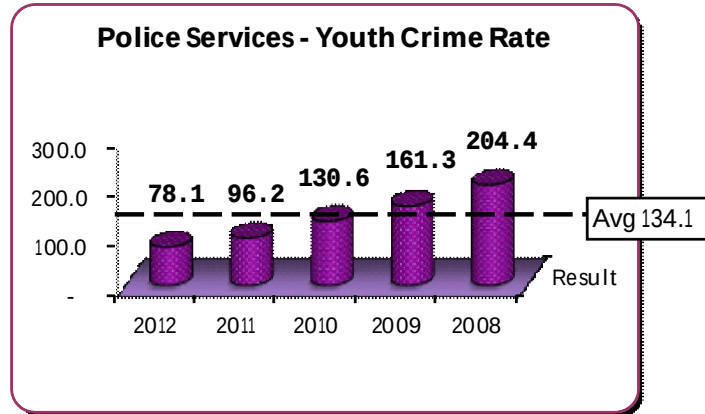
Effectiveness Measure 3.5

Youth Crime Rate per 1,000 Youths (See Definition in Notes to this Measure)

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	78.1
2011	96.2
2010	130.6
2009	161.3
2008	204.4

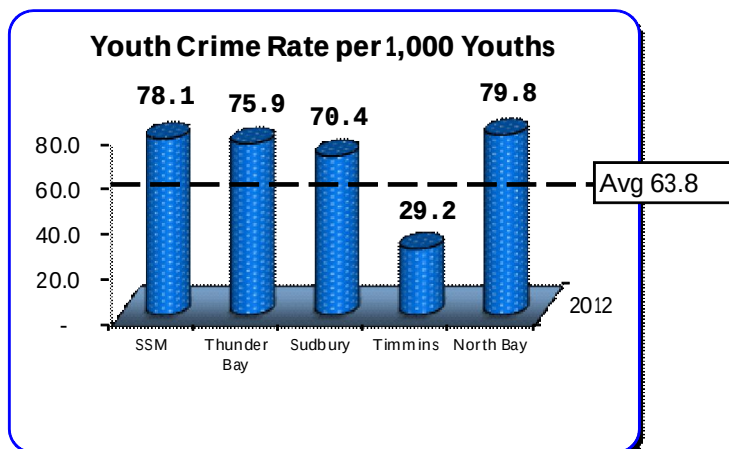
avg 134.1



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	78.1
Thunder Bay	75.9
Sudbury	70.4
Timmins	29.2
North Bay	79.8
Other Northern Municipality Avg	63.8





Measure 3.5: Comments

Calculation:

$$\frac{\text{Total number of youths cleared by charge or cleared otherwise}}{\text{Youth population} / 1,000}$$

SSM's Results:

$$\frac{395}{5.060} = 78.063$$

Definition:

(This definition is from the 2012 guide to preparation of Schedule 92 of the MPMPs and can be found on the Ministry of Municipal Affairs and Housing website).

Total number of youths cleared by charge or cleared otherwise—

The numerator includes pre-charge resolutions such as warnings and cautions (this change was made in 2005). This is consistent with the *Youth Criminal Justice Act*. Youths are defined as persons aged 12 to 17 years of age (up to the 18th birthday). Youths cleared by charge or cleared otherwise for all categories of Criminal Code offences, excluding traffic, are included in this figure.

Crimes pertaining to drugs, traffic and other federal statutes are not part of the Criminal Code and thus are not included in this measure.

A single youth is counted as one youth regardless of the number of offences which are cleared by charge or cleared otherwise **in a single day**. Therefore, the same youth would be counted as 10 youths, if the youth was cleared by charge or cleared otherwise on 10 separate days.

In 2012, 395 youths were involved in criminal instances (2011 – 574), a decrease of 31%.

** Sault Ste. Marie Police Services does not keep statistics on the number of youths charged. Many youth are diverted into alternative programs. Therefore the statistics reflect a youth involvement rate and not charges.



Roads

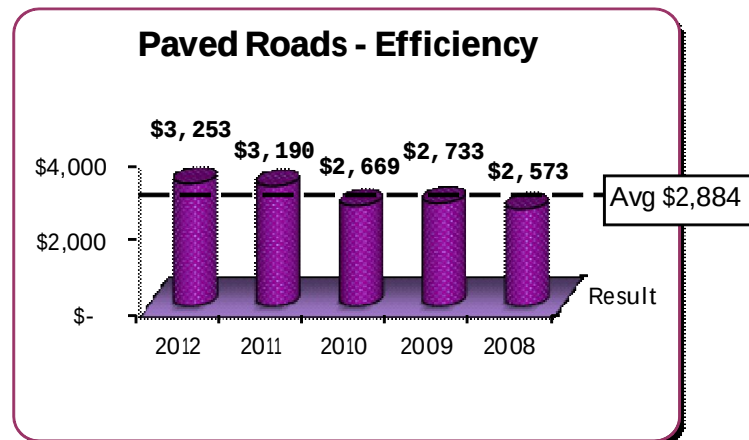
Efficiency Measure 4.1

Operating Costs for Paved (Hard Top) Roads per Lane Kilometre

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	\$ 3,253
2011	\$ 3,190
2010	\$ 2,669
2009	\$ 2,733
2008	\$ 2,573

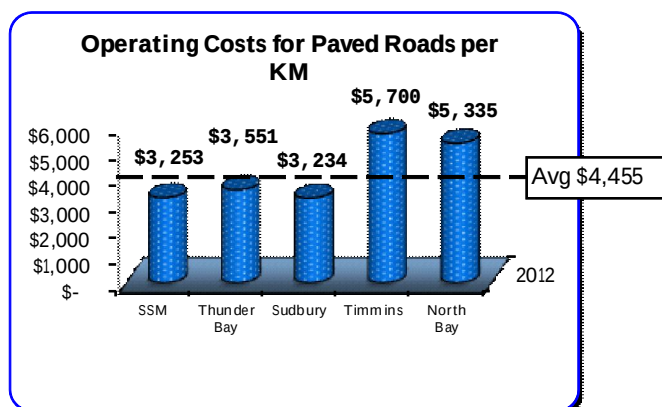
avg \$2,884



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	\$ 3,253
Thunder Bay	\$ 3,551
Sudbury	\$ 3,234
Timmins	\$ 5,700
North Bay	\$ 5,335
Other Northern Municipality	
Avg	\$ 4,455





Measure 4.1: Comments

Paved roads are roads with an asphalt, concrete surface or surface treatment surface. Operating costs include frost damage repair, cold or hot mix patching and other surface maintenance, and surface cleaning. Capital items such as hot mix overlay are not included in the operating costs.

The City of Sault Ste. Marie maintains 1,212 lane km of paved roads.

Total operating costs for paved roads, which includes an allocation for overhead, increased slightly by approximately \$0.1 million over prior year (2012 - \$3.9 million; 2011 - \$3.8 million).

The City of Sault Ste. Marie's efficiency measure for paved roads continues to be significantly lower than that of the other Northern Municipalities. North Bay's figure causes the average to increase substantially. North Bay has 200 fewer kms of paved roads under its control, yet there are certain fixed costs every municipality faces and cannot avoid. Sault Ste. Marie as a whole continues to do quite well in this area and continues to look for ways to improve efficiencies.





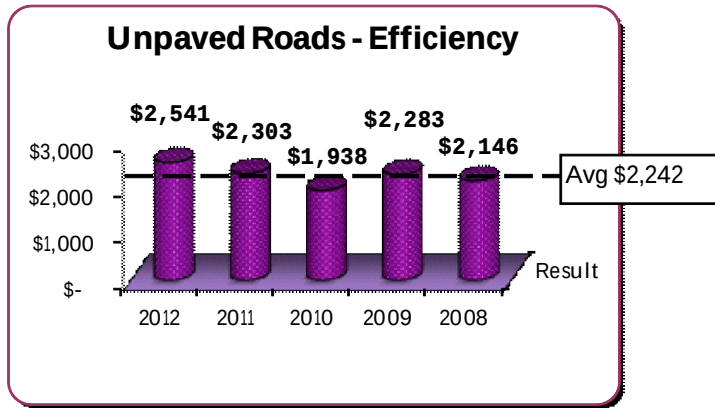
Efficiency Measure 4.2

Operating Costs for Unpaved (Loose Top) Roads per Lane Kilometre

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	\$ 2,541
2011	\$ 2,303
2010	\$ 1,938
2009	\$ 2,283
2008	\$ 2,146

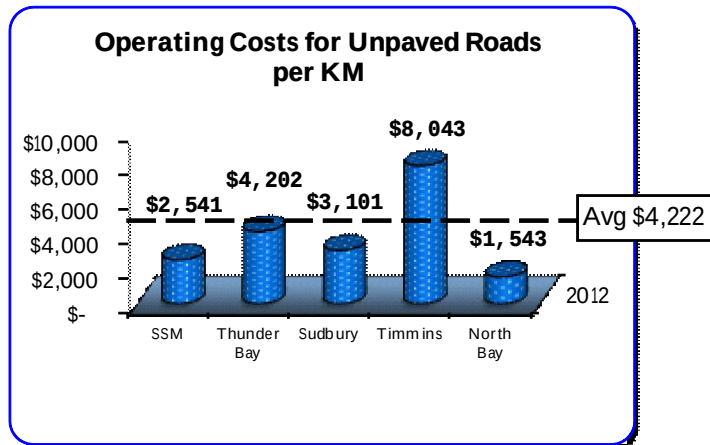
avg \$ 2,242



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	\$ 2,541
Thunder Bay	\$ 4,202
Sudbury	\$ 3,101
Timmins	\$ 8,043
North Bay	\$ 1,543
Other Northern Municipality	
Avg	\$ 4,222





Measure 4.2: Comments

Unpaved roads are roads with gravel or other loose surface. Operating costs include grading, spot and wash-out repair and dust suppression.

The City of Sault Ste. Marie maintains 22 lane kilometres of unpaved roads.

This measure will fluctuate significantly year over year because of the minimal expenditures each year. The total expenditures allocated to unpaved roads for 2012 were approximately \$56,000 (2011- \$51,000).

The City of Sault Ste. Marie's efficiency measure for unpaved roads continues to be significantly lower than that of the other Northern Municipalities. The City only maintains 22 kms of unpaved roads. This is an area that the City is also doing well in and continues to look for areas of improvement.





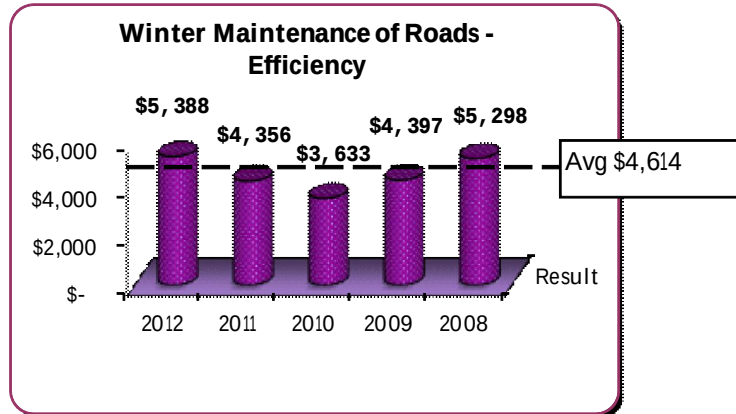
Efficiency Measure 4.3

Operating Costs for Winter Maintenance of Roadways per Lane Kilometer Maintained in Winter

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	\$ 5,388
2011	\$ 4,356
2010	\$ 3,633
2009	\$ 4,397
2008	\$ 5,298

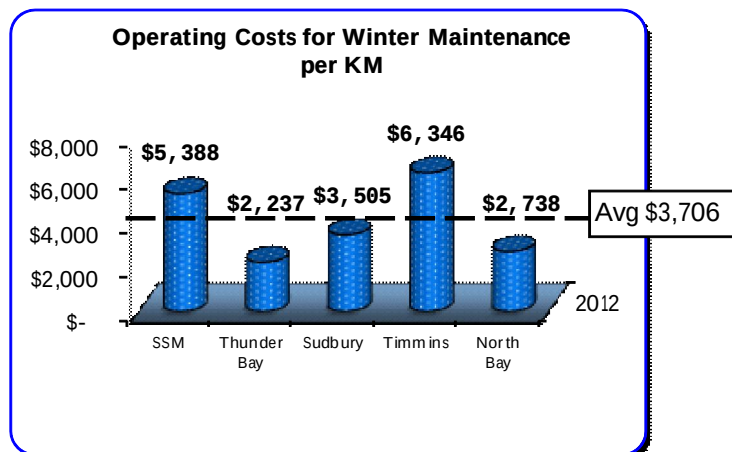
avg \$ 4,614



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	\$ 5,388
Thunder Bay	\$ 2,237
Sudbury	\$ 3,505
Timmins	\$ 6,346
North Bay	\$ 2,738
Other Northern Municipality	
Avg	\$ 3,706





Measure 4.3: Comments

Operating costs include plowing, sanding, salting, and snow removal. Costs are influenced by the severity of the winter (e.g. number of storms, amount of snowfall), and the service standard established by the City of Sault Ste. Marie.

	<u>2012</u>	<u>2011</u>
Total Snowfall Accumulation (cm)	155	54
Number of Winter Events	85	58

Due to the significant snowfall in 2012, more overhead costs were allocated to winter control in the current year. In addition, due to the nature of the weather, more salt and sand were required on the roads, thus increasing the materials costs. Thus, the Winter Control efficiency measure is significantly higher than in previous years.

The City's cost per kilometre is higher than other Northern communities because it is of our opinion that the level of service for Sault Ste. Marie is higher than other communities. An example of this is that residential and collector streets are cleared within an 8 hour period after a snowstorm and the plowing and sanding of all streets takes place within a 12 hour period. In comparison, Thunder Bay residential streets are plowed within a 72 hour period.





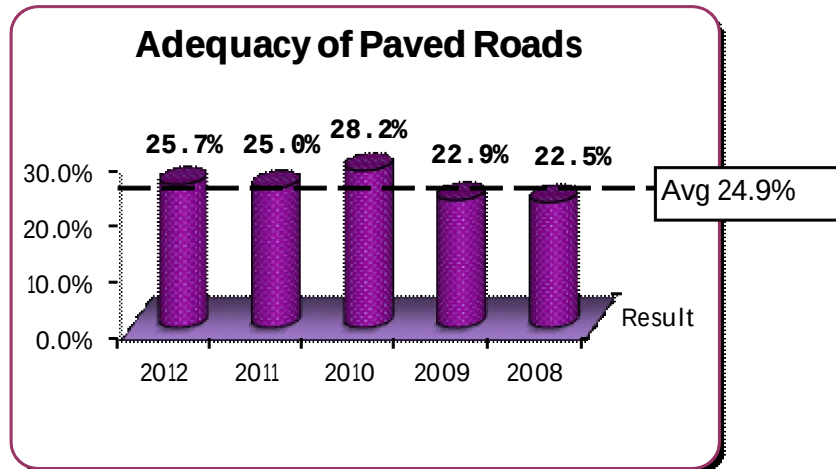
Effectiveness Measure 4.4

Percentage of Paved Lane Kilometres where the Condition is rated as Good to Very Good

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	25.7%
2011	25.0%
2010	28.2%
2009	22.9%
2008	22.5%

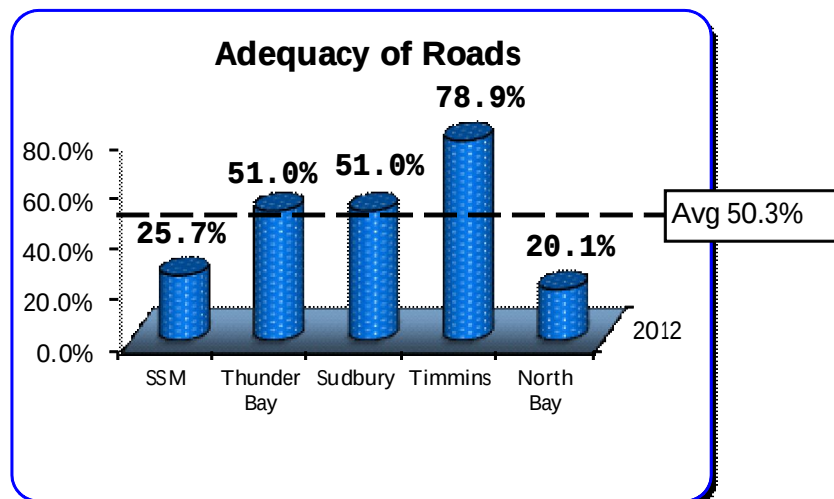
avg 24.9%



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	25.7%
Thunder Bay	51.0%
Sudbury	51.0%
Timmins	78.9%
North Bay	20.1%
Other Northern Municipality Avg	50.3%





Measure 4.4: Comments

A road rated as good to very good is a road whose surface distress is minimal, no maintenance or rehabilitation action is required and the overall structure, including drainage, is good.

This reporting methodology excludes roads classified in the Road Management System (RMS) as "Reconstruct in 6 to 10 years" from the numerator. Only roads classified in the RMS as "Adequate" are considered good to very good.





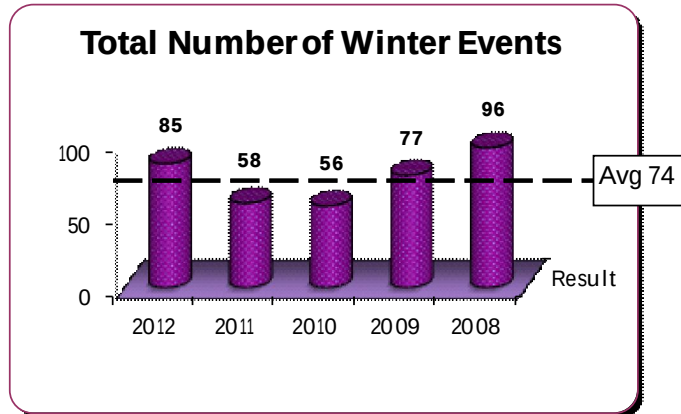
Effectiveness Measure 4.5

Percentage of Winter Events Where the Response Met or Exceeded Locally Determined Municipal Service Levels for Road Maintenance

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	85
2011	58
2010	56
2009	77
2008	96

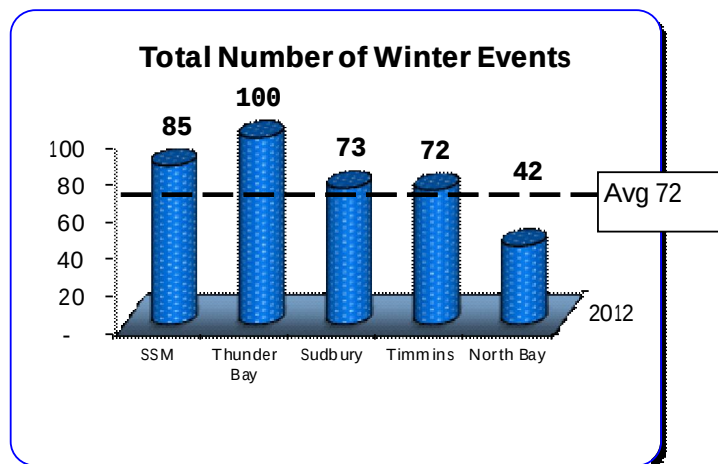
avg 74



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	85
Thunder Bay	100
Sudbury	73
Timmins	72
North Bay	42
Other Northern Municipality Avg	72



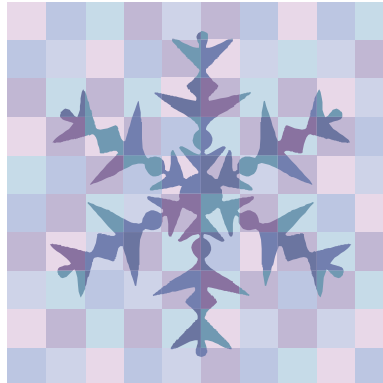


Measure 4.5: Comments

A winter event is a weather condition affecting roads, such as snowfall, windblown snow, sleet, freezing rain, frost and black ice.

In 2012 there were 85 events (2011 – 58), all of which met the City's service level.

The City has had a 100% rating for this measure in each of the past 5 years.





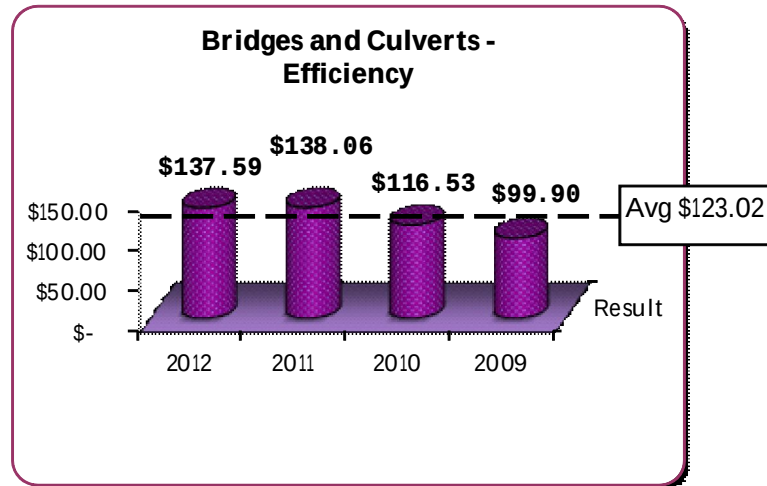
Efficiency Measure 4.6

Operating Costs for Bridges and Culverts per Square Metre of Surface Area

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	\$ 137.59
2011	\$ 138.06
2010	\$ 116.53
2009	\$ 99.90

avg \$ 123.02

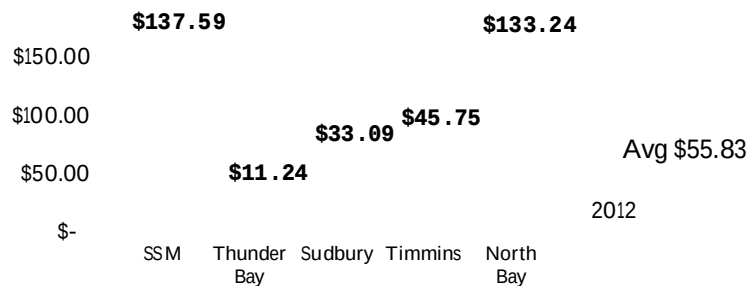


Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	\$ 137.59
Thunder Bay	\$ 11.24
Sudbury	\$ 33.09
Timmins	\$ 45.75
North Bay	\$ 133.24
Other Northern Municipality	
Avg	\$ 55.83

Bridges and Culverts - Efficiency





Measure 4.6: Comments

For the purposes of this measure, a bridge is defined as a structure which provides a roadway or walkway for the passage of vehicles, pedestrians or cyclists across an obstruction, gap or facility and which is greater than or equal to 3 metres in span.

A culvert is defined as an opening through soil with a span equal to or greater than 3 metres.

Total square metres of surface area on bridges and culverts means the equivalent deck area, including sidewalks and railings

In 2012, operating costs for bridges and culverts were \$0.8 million (2011 - \$0.8 million). The City had 5,971 square metres of surface area on bridges and culverts.

The City continues to upgrade/renew its aging bridge and culvert infrastructure. The funds that are currently being spent to accomplish this will in turn reduce the annual operating costs on the go-forward.

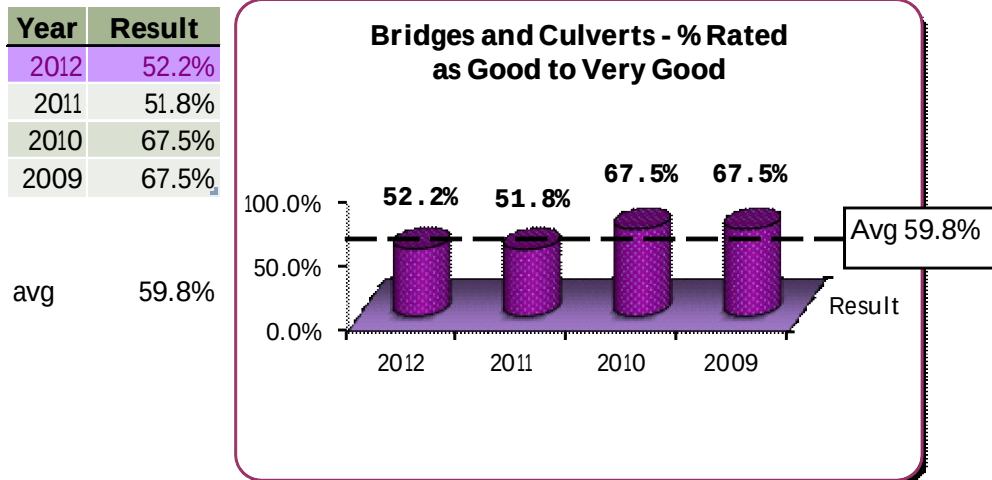




Effectiveness Measure 4.7

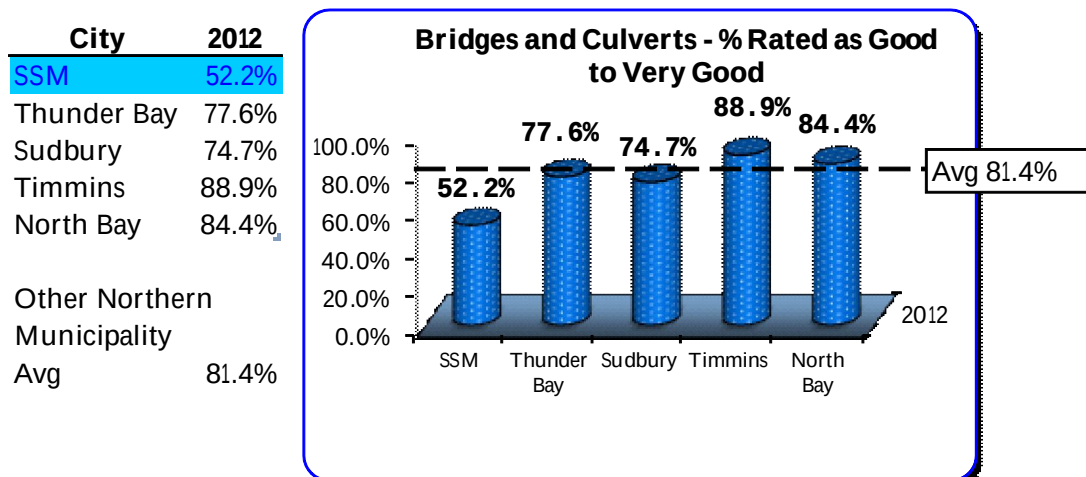
Percentage of Bridges and Culverts where the Condition is Rated as Good to Very Good

City of Sault Ste. Marie Year to Year Results



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)





Measure 4.7: Comments

For the purposes of this measure, a bridge or culvert is rated as good to very good if distress to primary components is minimal, requiring only regular maintenance.

Primary components are defined as the main load carrying components of the structure and include: the deck, beams, girders, abutments, foundations, etc.

In 2012, the City rated 283 out of 542 total bridges and culverts as being good to very good.

The average age of the City's bridges as of 2012 is 42 years.

As stated in the comment section of the previous measure, the City's bridge and culvert infrastructure is aging. Funds are being spent to upgrade/renew this infrastructure on an annual basis. As this is completed, the measure for adequacy of bridges and culverts will improve.





Conventional Transit

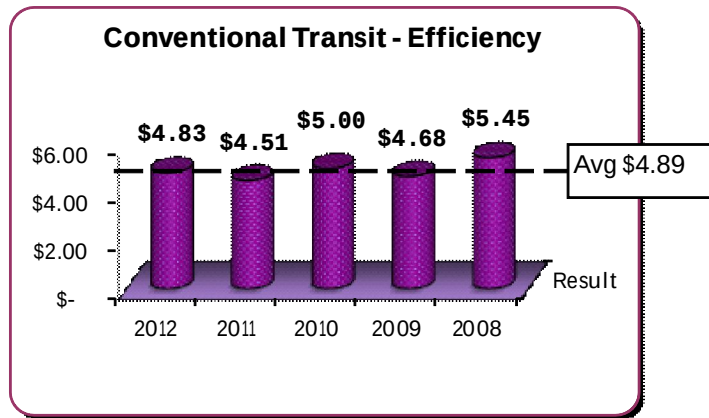
Efficiency Measure 5.1

Operating Costs for Conventional Transit per Regular Service Passenger Trip

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	\$ 4.83
2011	\$ 4.51
2010	\$ 5.00
2009	\$ 4.68
2008	\$ 5.45

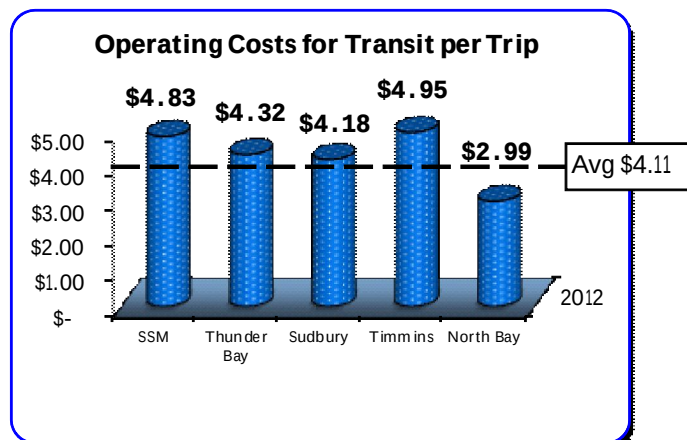
avg \$ 4.89



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	\$ 4.83
Thunder Bay	\$ 4.32
Sudbury	\$ 4.18
Timmins	\$ 4.95
North Bay	\$ 2.99
Other Northern Municipality Avg	\$ 4.11





Measure 5.1: Comments

Conventional transit is all regular public transportation. It does not include specialized services for persons with disabilities who are unable to access regular public transportation.

Total ridership decreased from 1,990,583 in 2011 to 1,975,039 in 2012.

Total operating costs increased to \$9.53 million in 2012 from \$8.98 million in 2011. Increases in repairs and maintenance, and salaries and benefits, led to the increase in operating costs in the current year.

The City's operating costs for conventional transit per regular service passenger trip are higher than that of the other Northern Municipalities on average. This corresponds to the lower than average number of passenger trips per person in the service area in a year (i.e. it costs the same amount to operate a full capacity bus as it does one that is half full).





Effectiveness Measure 5.2

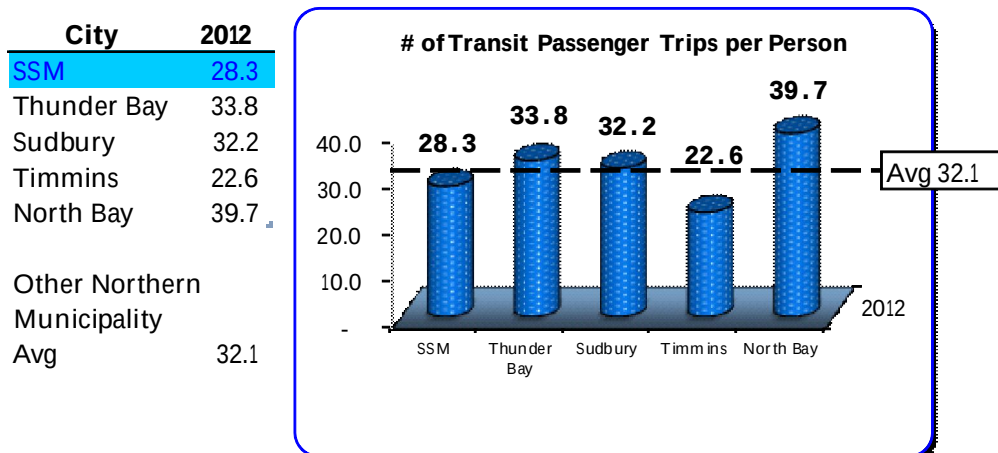
Number of Conventional Transit Passenger Trips per Person in the Service Area in a Year

City of Sault Ste. Marie Year to Year Results



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)



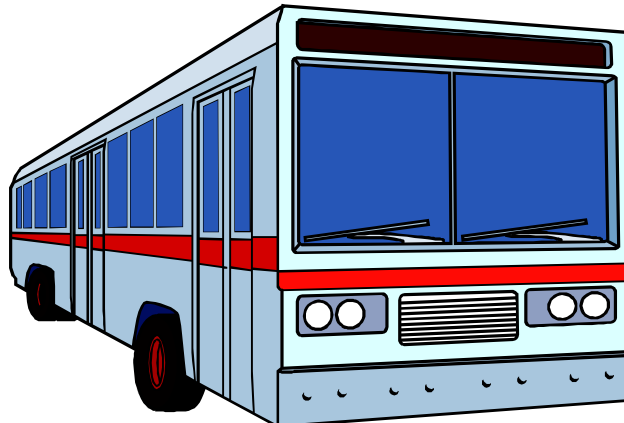


Measure 5.2: Comments

Regular service trips are defined as all passenger trips where the fare system is applicable. It does not include transfers.

Total ridership decreased from 1,990,583 in 2011 to 1,975,039 in 2012.

The primary reason for Sault Ste. Marie Transit and Timmins Transit carrying less passenger trips per person is that North Bay, Sudbury and Thunder Bay all have a large student population associated with the large universities that are located in their respective communities





Wastewater (Sewage)

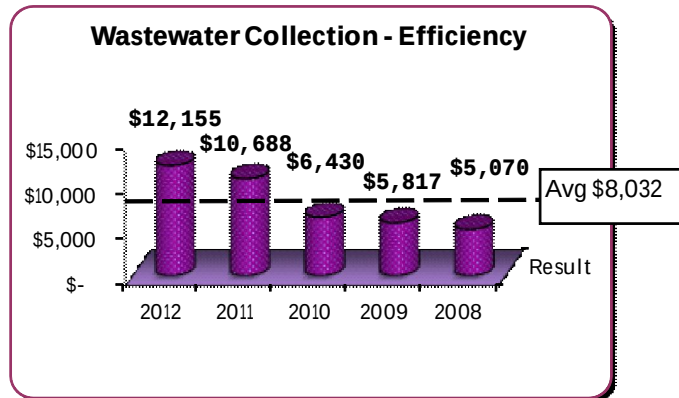
Efficiency Measure 6.1

Operating Costs for the Collection of Wastewater per Kilometre of Wastewater Main

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	\$ 12,155
2011	\$ 10,688
2010	\$ 6,430
2009	\$ 5,817
2008	\$ 5,070

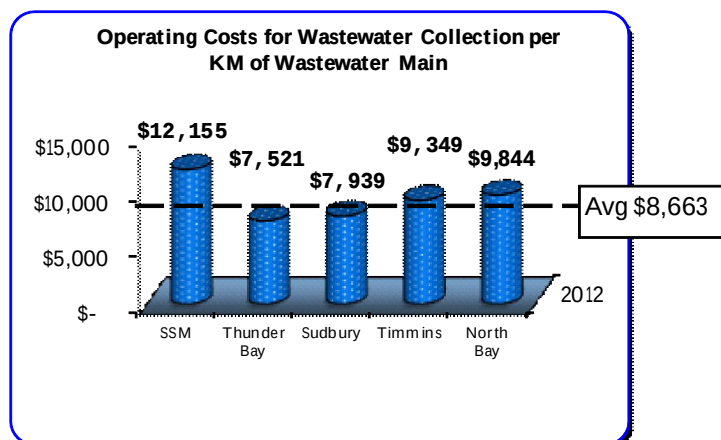
avg \$ 8,032



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	\$ 12,155
Thunder Bay	\$ 7,521
Sudbury	\$ 7,939
Timmins	\$ 9,349
North Bay	\$ 9,844
Other Northern Municipality	
Avg	\$ 8,663





Measure 6.1: Comments

Collection of wastewater includes pumping (lift stations), cleaning and maintenance of pipe, emergency operations and connections. The City operates and maintains 7 major pump stations and 18 minor pumping stations.

Operating costs for 2012 were \$4.9 million (2011 - \$4.2 million). Costs will fluctuate with the amount of repair work required on sanitary sewers, sewage plants, pump stations, laterals and manholes. In 2012, there were significant repairs done to the sewage plants and pumping stations, accounting for the increase in this measure over the past two years. At the end of 2012, there were 400 KM of wastewater mains (2011- 400 KM).



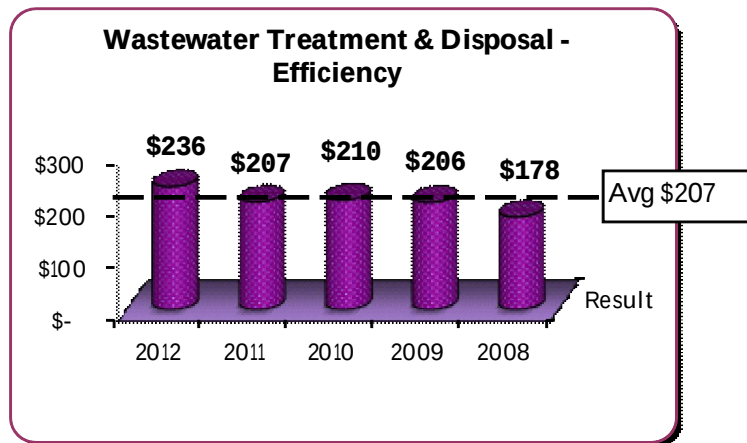
Efficiency Measure 6.2

Operating Costs for the Treatment and Disposal of Wastewater per Megalitre

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	\$ 236
2011	\$ 207
2010	\$ 210
2009	\$ 206
2008	\$ 178

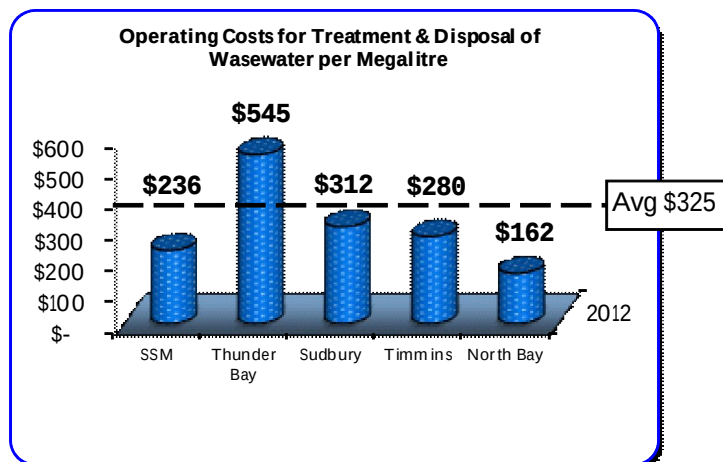
avg \$ 207



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	\$ 236
Thunder Bay	\$ 545
Sudbury	\$ 312
Timmins	\$ 280
North Bay	\$ 162
Other Northern Municipality	
Avg	\$ 325





Measure 6.2: Comments

Treatment and disposal of wastewater includes treatment, sludge disposal, operating and maintaining the discharge/effluent system.

Wastewater treatment and disposal for major facilities is contracted to the Sault Ste. Marie Public Utilities Commission Inc. The City owns 7 major pumping stations, 2 treatment plants and a sanitary sewer overflow tank (SSO).

Operating costs remained consistent with the prior year (2012- \$3.7 million; 2011- \$3.7 million).

In 2012, 15,646 megalitres were treated (2011 – 17,794).

The decrease in the number of megalitres treated caused the increase in the efficiency measure in the current year.





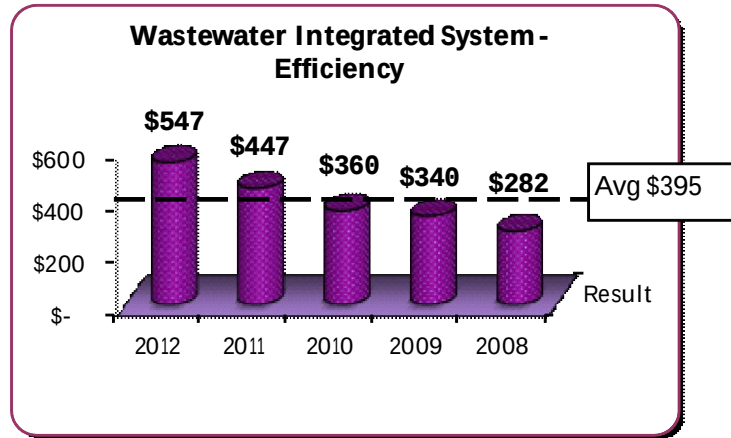
Efficiency Measure 6.3

Operating Costs for the Collection, Treatment and Disposal of Wastewater per Megalitre (Integrated System)

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	\$ 547
2011	\$ 447
2010	\$ 360
2009	\$ 340
2008	\$ 282

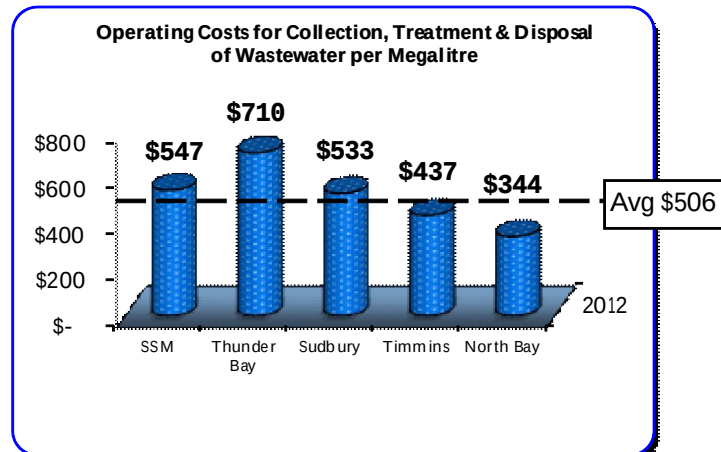
avg \$ 395



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	\$ 547
Thunder Bay	\$ 710
Sudbury	\$ 533
Timmins	\$ 437
North Bay	\$ 344
Other Northern Municipality	
Avg	\$ 506

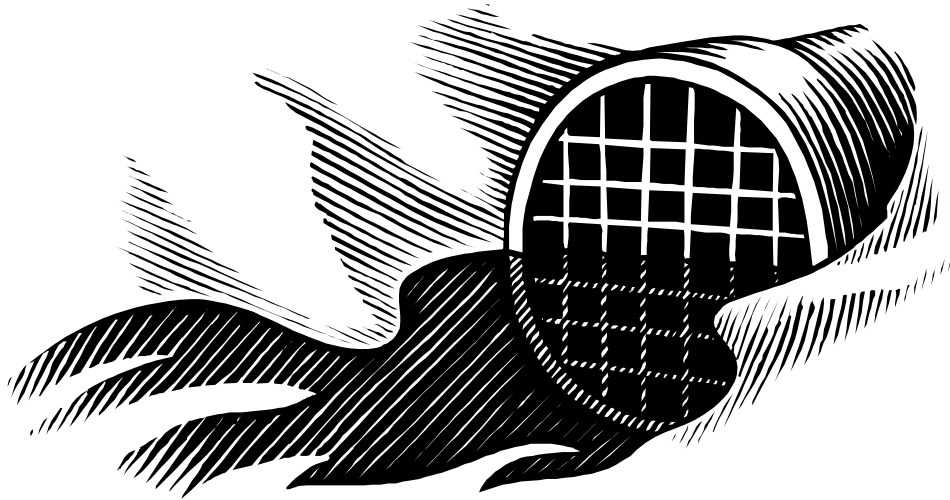




Measure 6.3: Comments

The increase in this measure from prior year is due to the increase in operating costs for wastewater collection in 2012 due to the significant repairs done to the sewage plants and pumping stations during the year.

The City of Sault Ste. Marie's efficiency measure for the collection, treatment and disposal of wastewater is consistent with that of the other Northern Municipalities.

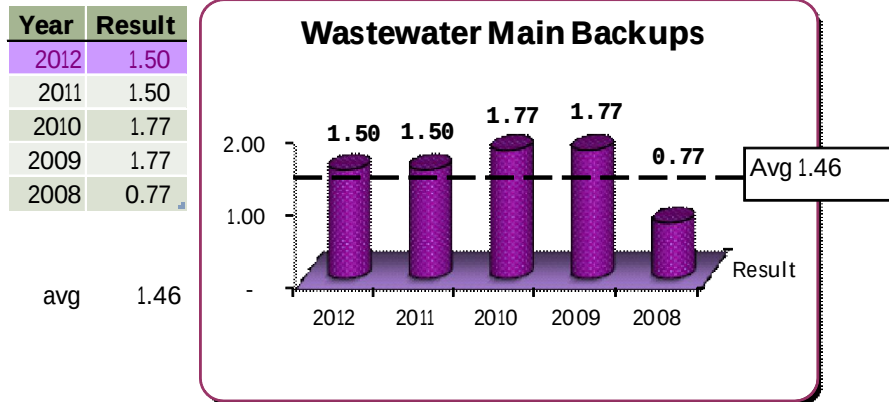




Effectiveness Measure 6.4

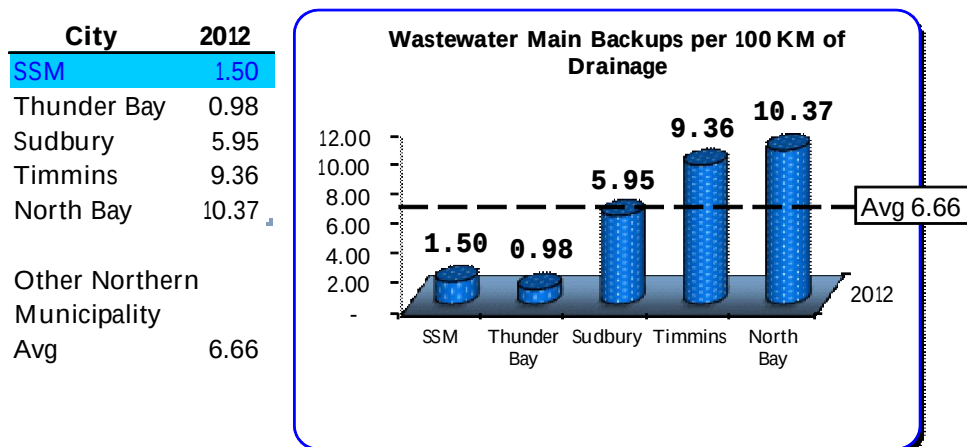
Number of Wastewater Backups per 100 Kilometres of Wastewater Main in a Year

City of Sault Ste. Marie Year to Year Results



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)





Measure 6.4: Comments

A backup in a wastewater connection is defined as an obstruction or hydraulic overload in a municipal system which results in a backup of wastewater which may enter a house. It does not include an obstruction in a lateral line from a house to the wastewater main as lateral lines are not the responsibility of the municipality.

In 2012, there were 6 wastewater main backups (2011 – 6).

The City consistently experiences a better than average efficiency measure for wastewater main backups. This can be attributed to newer wastewater infrastructure.

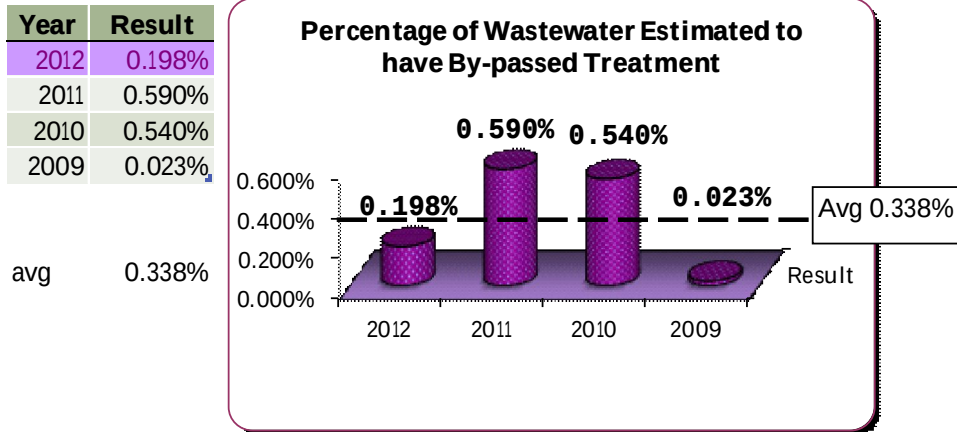




Effectiveness Measure 6.5

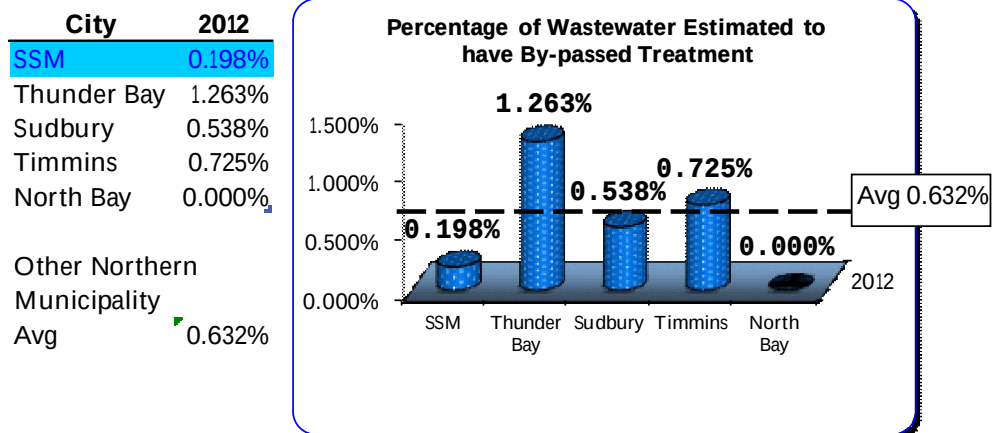
Percentage of Wastewater Estimated to have By-passed Treatment

City of Sault Ste. Marie Year to Year Results



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)





Measure 6.5: Comments

This effectiveness measure refers to wastewater (sewage) which is untreated and has by-passed any form of municipal treatment. Untreated effluents may occur when the influent exceeds the capacity of the treatment plant.

In 2012, 30.861 megalitres bypassed treatment (2011 - 105.073).



Storm Water

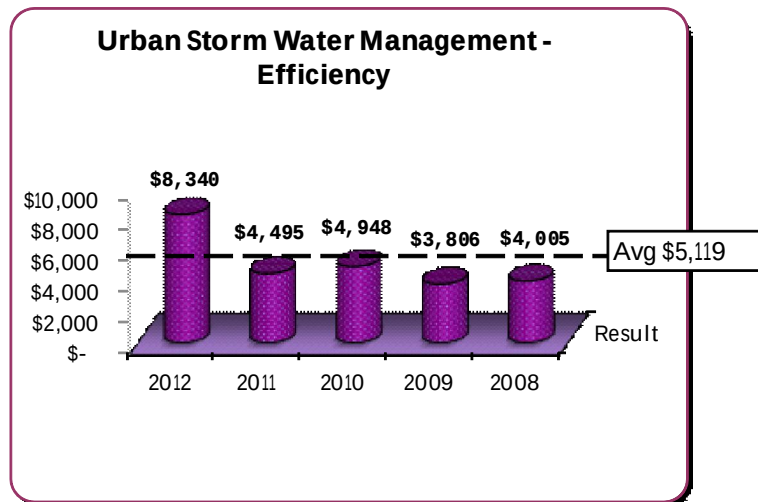
Efficiency Measure 7.1

Operating Costs for Urban Storm Water Management (Collection, Treatment, and Disposal) per Kilometre of Drainage System

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	\$ 8,340
2011	\$ 4,495
2010	\$ 4,948
2009	\$ 3,806
2008	\$ 4,005

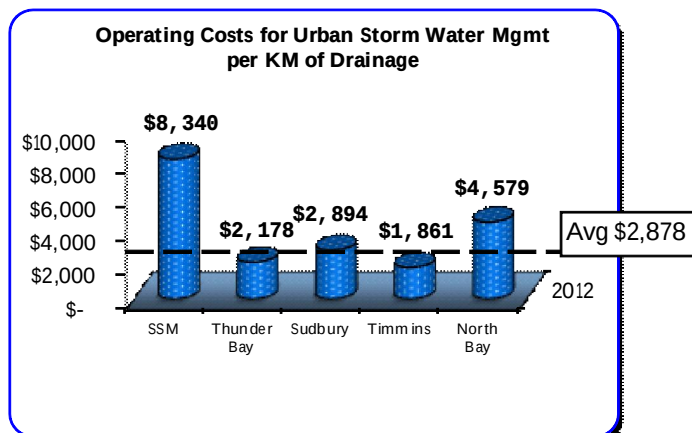
avg \$ 5,119



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	\$ 8,340
Thunder Bay	\$ 2,178
Sudbury	\$ 2,894
Timmins	\$ 1,861
North Bay	\$ 4,579
Other Northern Municipality	
Avg	\$ 2,878





Measure 7.1: Comments

An urban stormwater system is one where stormwater is conveyed primarily through closed conduits located in roadways with an urban cross section (curb and gutter). It consists primarily of closed drains, but may also include ditches, open channel flood control channels and aqueducts.

The City has 321 kilometres of urban drainage system.

This efficiency measure reports on the total operating costs for the collection, treatment and disposal of urban stormwater.

In 2012, more road repair and maintenance costs were allocated to stormwater management, thereby causing a significant increase in this measure for the current year. In the past, all road repair and maintenance costs were left in the general roadways expense category. The allocation of a portion of those costs to stormwater management is more reflective of the actual cost breakdown.





Drinking Water

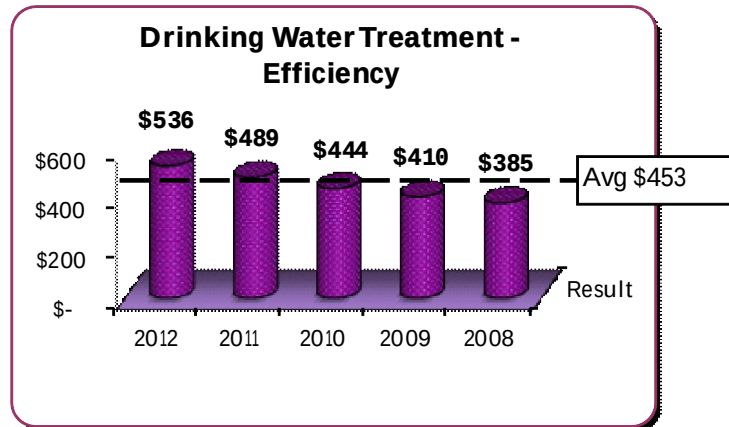
Efficiency Measure 8.1

Operating Costs for the Treatment of Drinking Water per Megalitre

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	\$ 536
2011	\$ 489
2010	\$ 444
2009	\$ 410
2008	\$ 385

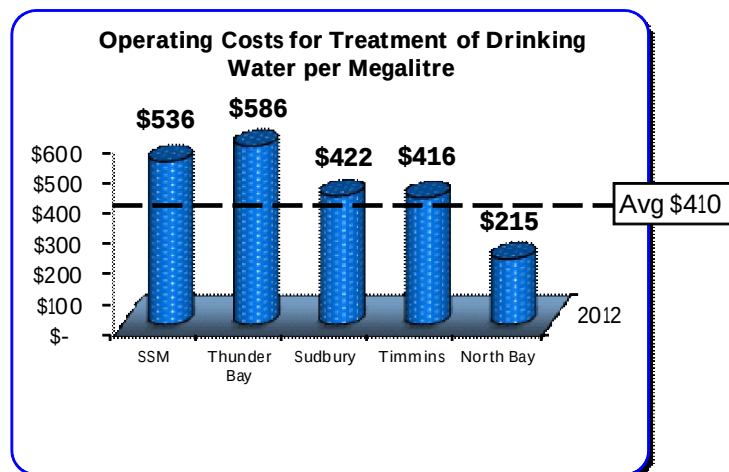
avg \$ 453



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	\$ 536
Thunder Bay	\$ 586
Sudbury	\$ 422
Timmins	\$ 416
North Bay	\$ 215
Other Northern Municipality	
Avg	\$ 410





Measure 8.1: Comments

The treatment of drinking water is defined as all the activities from the supply source(s) to the completion of treatment (the point where water leaves the treatment plant).

The City operates one water treatment plant, which services 25,909 households. Water is obtained from surface (Lake Superior) and also wells.

In 2012, the City treated 12,033 megalitres of water (2011 – 11,922) at a cost of \$6.4 million (2011 - \$5.8 million).

These costs come directly from the PUC financial statements.

The increase in operating costs of approximately \$0.6 million caused the increase in this efficiency measure for the current year.

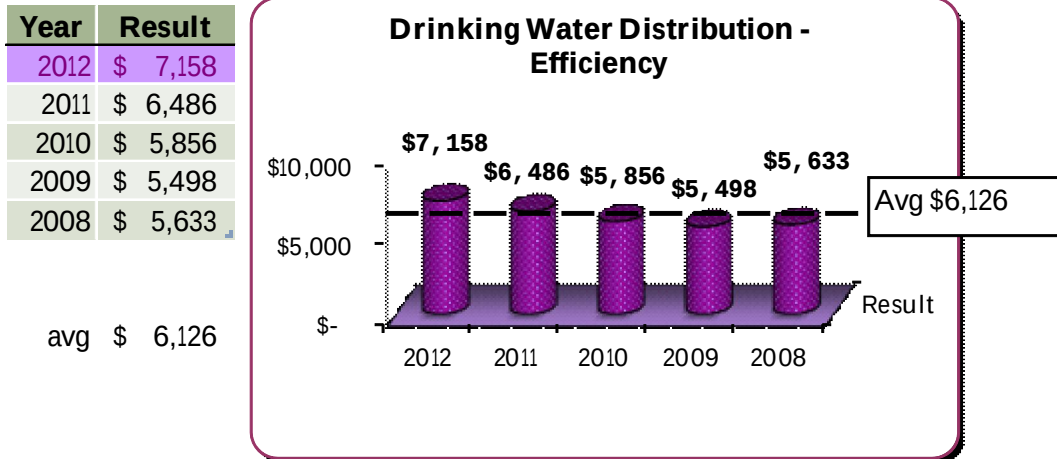




Efficiency Measure 8.2

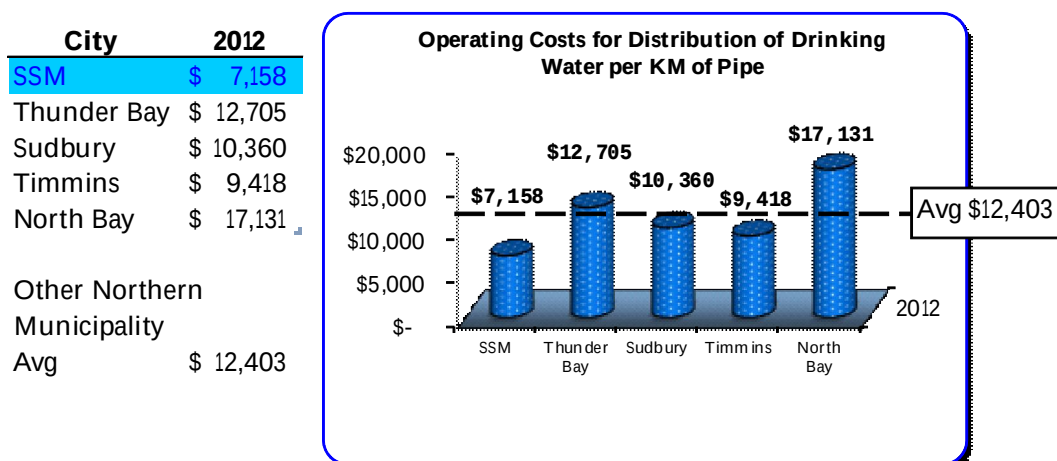
Operating Costs for the Distribution of Drinking Water per Kilometre of Water Distribution Pipe

City of Sault Ste. Marie Year to Year Results



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)





Measure 8.2: Comments

Distribution is defined as all activities from the point where the water leaves the treatment plant and reaches private property lines.

The City has 464 kilometres of water distribution pipe.

The current year results are higher than the prior year due to an increase in operating costs experienced by the PUC. The City's cost per km of water distribution pipe figure remains lower than the average of the other Northern Municipalities.

The City has significantly lower operating costs for distribution of drinking water per km of pipe than the other Northern Municipalities. This may be due to differences in allocating costs between treatment and distribution of drinking water, as the efficiency figure for treatment of drinking water is higher than that of the other Northern Municipalities, while the combined efficiency measure of treatment AND distribution of drinking water is in line with the other Northern Municipalities.





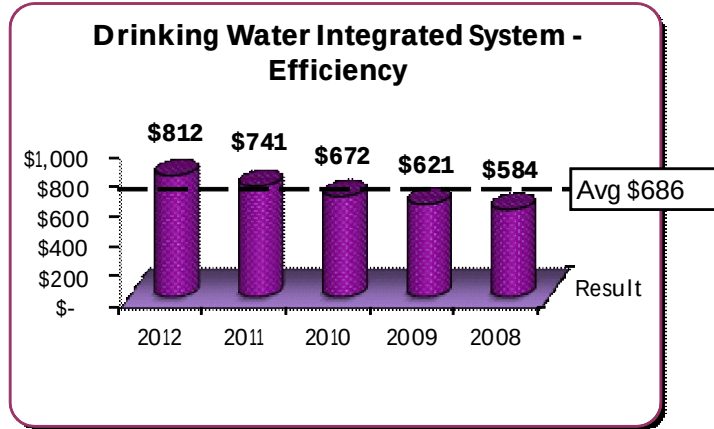
Efficiency Measure 8.3

Operating Costs for the Treatment and Distribution of Drinking Water per Megalitre (Integrated System)

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	\$ 812
2011	\$ 741
2010	\$ 672
2009	\$ 621
2008	\$ 584

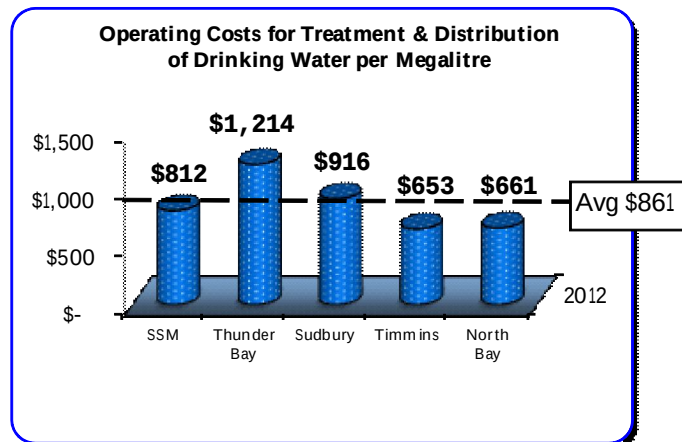
avg \$ 686



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	\$ 812
Thunder Bay	\$ 1,214
Sudbury	\$ 916
Timmins	\$ 653
North Bay	\$ 661
Other Northern Municipality Avg	\$ 861





Measure 8.3: Comments

In 2012, the City treated 12,033 megalitres of water (2011 – 11,922).

The increase in this measure correlates to the increase in total operating costs incurred by the PUC during the year for drinking water management.

This efficiency measure is in line with the other Northern Municipalities. See the appendix for further details.





Effectiveness Measure 8.4

Weighted Number of Days when a Boil Water Advisory Issued by the Medical Officer of Health, Applicable to a Municipal Water Supply, Was in Effect

In 2012, the PUC issued, as a precautionary measure, boil water advisories at 12 locations for a period of 7 days each.

In 2011, the PUC did not issue any boil water advisories.

In 2010, the PUC issued, as a precautionary measure, boil water advisories at 10 locations for a period of 5 days each.

In 2009, the PUC issued, as a precautionary measure, boil water advisories at 2 locations for a period of 3 days each.

In 2008, the PUC issued boil water advisories on 3 separate occasions. In all, 43 service connections were affected.





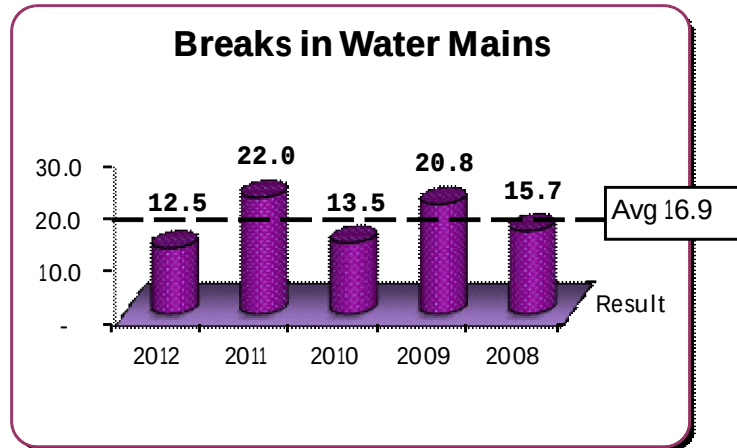
Effectiveness Measure 8.5

Number of Water Main Breaks per 100 Kilometres of Water Distribution Pipe in a Year

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	12.5
2011	22.0
2010	13.5
2009	20.8
2008	15.7

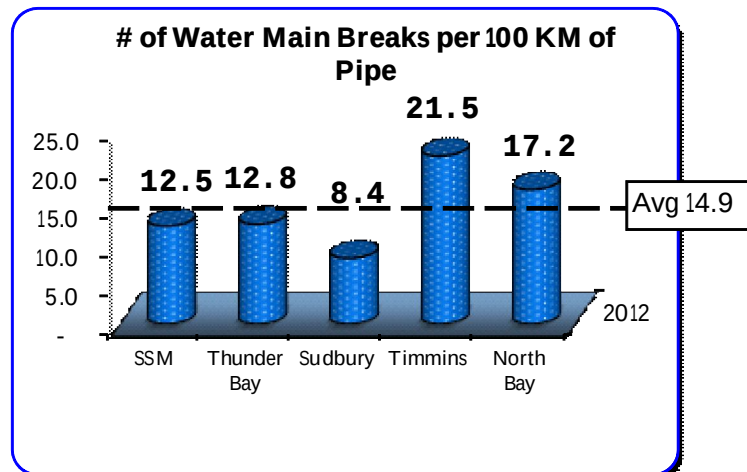
avg 16.9



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	12.5
Thunder Bay	12.8
Sudbury	8.4
Timmins	21.5
North Bay	17.2
Other Northern Municipality Avg	14.9





Measure 8.5: Comments

Water main breaks are defined as the number of breaks or leaks which require digging to repair.

The number of watermain breaks is influenced by the severity of winter weather and thus the extent of frost penetration as well as the age of the water mains.

In 2012 there were 58 breaks (2011 – 102).

The City's effectiveness measure for water main breaks is in line with the other Northern Municipalities.





City of Sault Ste. Marie 2012 Municipal Performance Measurement Program Results

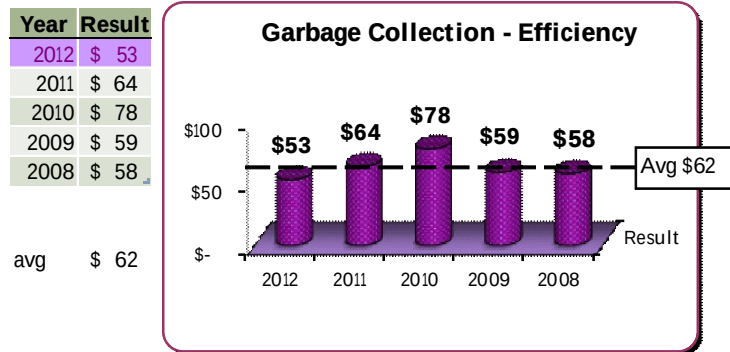


Solid Waste Management (Garbage)

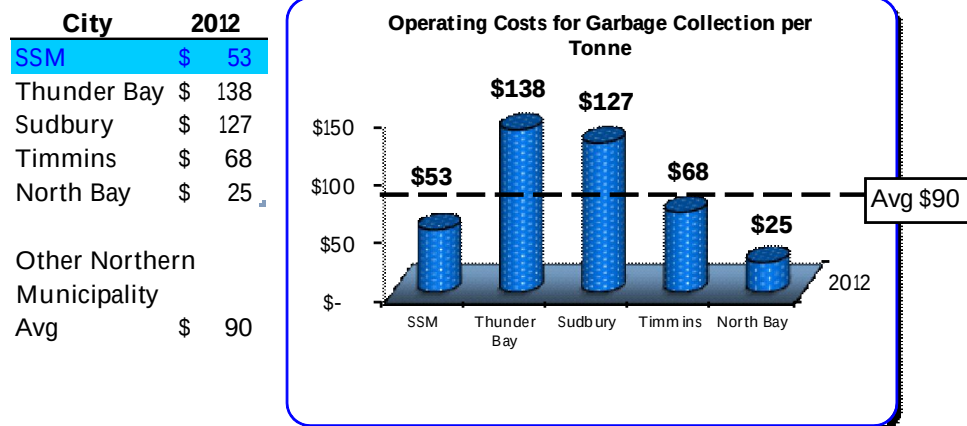
Efficiency Measure 9.1

Operating Costs for Garbage Collection per Tonne (Residential Sector Only)

City of Sault Ste. Marie Year to Year Results



Results Comparison to Other Northern Municipalities
(SSM's 2012 result compared to others' 2012 results)





Measure 9.1: Comments

Garbage collection costs include administration and the collection of garbage from all property classes by the City and contractors. It excludes pick up for diversion and recycling.

The City of Sault Ste. Marie operates one landfill site, one recycling centre and one hazardous waste depot.

In 2012, the City collected 22,676 (2011- 21,261) tonnes of residential solid waste at a total cost of \$1.2 million (2011- \$1.4 million).

The City of Sault Ste. Marie's efficiency measure of operating costs for garbage collection per tonne (residential sector only) is lower than that of the other Northern Municipalities on average. This is partially caused by the two bag limit imposed by the City.





Effectiveness Measure 9.2

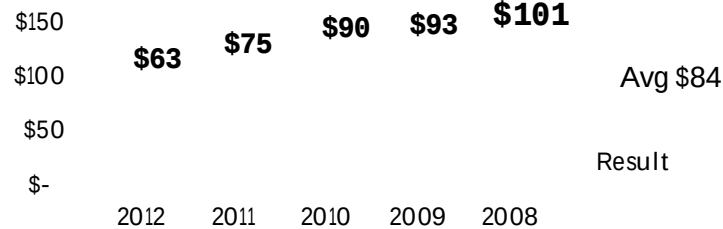
Operating Costs for Garbage Disposal per Tonne (Residential Sector Only)

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	\$ 63
2011	\$ 75
2010	\$ 90
2009	\$ 93
2008	\$ 101

avg \$ 84

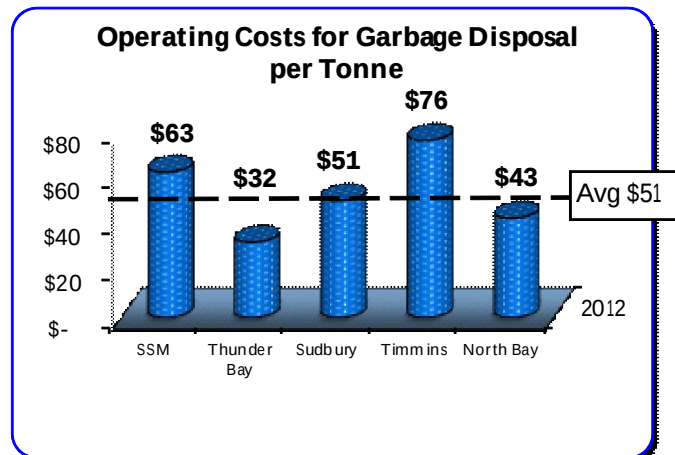
Garbage Disposal - Efficiency



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	\$ 63
Thunder Bay	\$ 32
Sudbury	\$ 51
Timmins	\$ 76
North Bay	\$ 43
Other Northern Municipality Avg	\$ 51





Measure 9.2: Comments

Solid waste disposed of excludes diverted tonnes.

Solid waste disposed of in 2012 was 22,676 tonnes (2011- 21,261 tonnes).

Operating costs for garbage disposal decreased slightly from prior year (2012- \$1.4 million; 2011- \$1.6 million).

The City's efficiency measures pertaining to operating costs for garbage disposal per tonne; operating costs for recycling for tonne; and average operating cost for solid waste management, are higher than the average of the other Northern Municipalities. A contributing factor to the higher cost is the fact that the City of Sault Ste Marie has one of the most comprehensive recycling programs in Northern Ontario; which includes multifamily collection, leaf and yard waste collection and processing, chipping of wood waste and the operation of a Household Hazardous Waste Facility.





Effectiveness Measure 9.3

Operating Costs for Solid Waste Diversion (Recycling) per Tonne City of Sault Ste. Marie Year to Year Results

Year	Result
2012	\$ 172
2011	\$ 165
2010	\$ 117
2009	\$ 144
2008	\$ 122

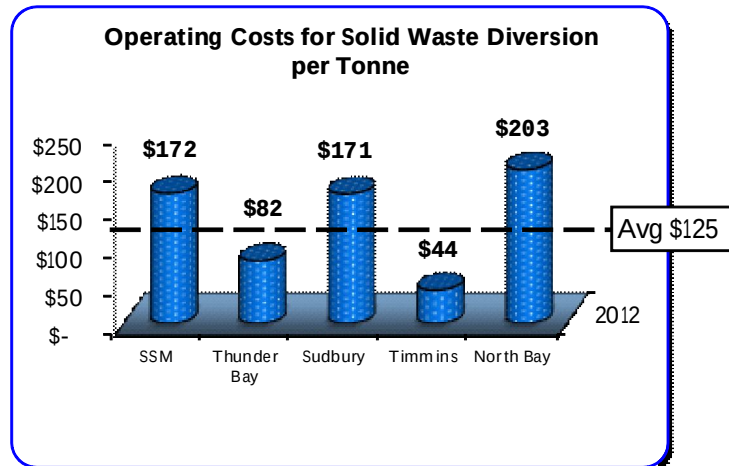
avg \$ 144



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	\$ 172
Thunder Bay	\$ 82
Sudbury	\$ 171
Timmins	\$ 44
North Bay	\$ 203
Other Northern Municipality	
Avg	\$ 125





Measure 9.3: Comments

Diverted tonnes are for residential only. Currently there is no method of tracking Industrial/Commercial/Institutional (ICI) tonnes.

This measure does not include revenue from WDO funding or other funding sources however it does include revenue from the sale of goods. Revenue from the sale of goods decreased slightly from \$0.4 million in 2011 to \$0.3 million in 2012.

Types of materials recycled are household papers, boxboard, corrugated cardboard, aluminum and steel cans, #1 and #2 plastics. Pick up of recycled material is once per week. Seasonal bi-weekly leaf and yard waste was started in the fall of 2005.

In 2012 the City recycled 15,112 (2011-15,937) residential tonnes, or 40% (2011-42%) of residential collected waste.

Total operating costs for solid waste diversion were \$2.6 million in 2012. (2011- \$2.6 million).

The City's efficiency measures pertaining to operating costs for garbage disposal per tonne; operating costs for recycling for tonne; and average operating cost for solid waste management, are slightly higher than the average of the other Northern Municipalities. A contributing factor to the higher cost is the fact that the City of Sault Ste Marie has one of the most comprehensive recycling programs in Northern Ontario; which includes multifamily collection, leaf and yard waste collection and processing, chipping of wood waste and the operation of a Household Hazardous Waste Facility.





Effectiveness Measure 9.4

Average Operating Costs for Solid Waste Management (Collection, Disposal, and Diversion) per Tonne

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	\$ 138
2011	\$ 150
2010	\$ 144
2009	\$ 148
2008	\$ 143

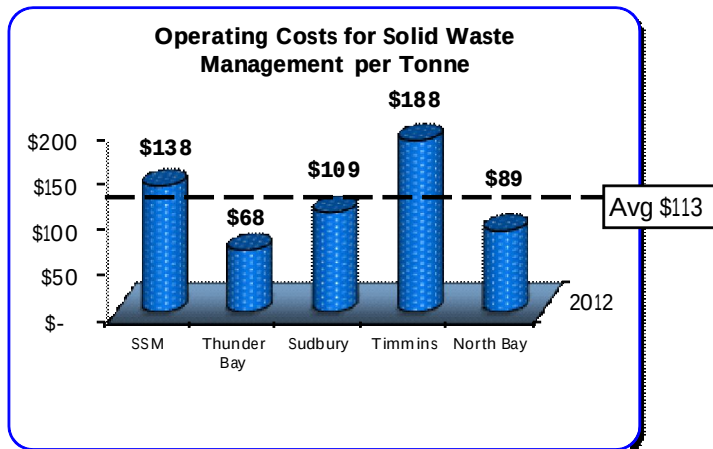
avg \$ 145



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	\$ 138
Thunder Bay	\$ 68
Sudbury	\$ 109
Timmins	\$ 188
North Bay	\$ 89
Other Northern Municipality	
Avg	\$ 113





Measure 9.4: Comments

The City's efficiency measures pertaining to operating costs for garbage disposal per tonne; operating costs for recycling for tonne; and average operating cost for solid waste management, are higher than the average of the other Northern Municipalities. A contributing factor to the higher cost is the fact that the City of Sault Ste Marie has one of the most comprehensive recycling programs in Northern Ontario; which includes multifamily collection, leaf and yard waste collection and processing, chipping of wood waste and the operation of a Household Hazardous Waste Facility.





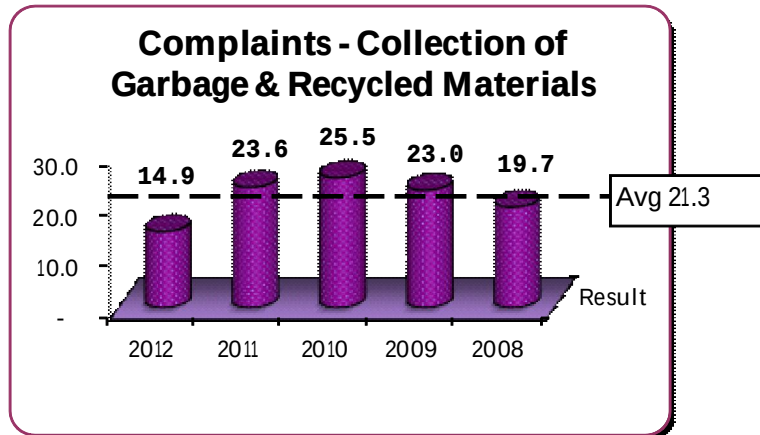
Effectiveness Measure 9.5

Number of Complaints Received in a Year Concerning the Collection of Garbage and Recycled Materials per 1,000 Households

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	14.9
2011	23.6
2010	25.5
2009	23.0
2008	19.7

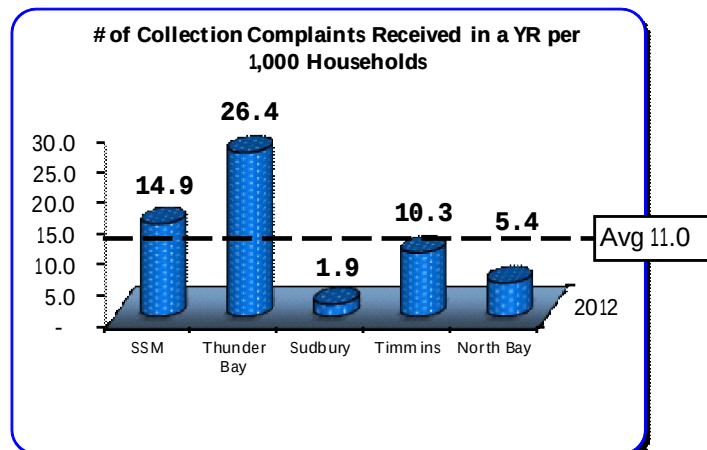
avg 21.3



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	14.9
Thunder Bay	26.4
Sudbury	1.9
Timmins	10.3
North Bay	5.4
Other Northern Municipality Avg	11.0





Measure 9.5: Comments

Complaints are defined as the total number of formally recorded complaints concerning the collection of garbage and recycled materials when a customer does not receive, or perceives not to have receive, the prescribed level of service.

In 2012 the City received 511 complaints (2011 – 801).





Effectiveness Measure 9.6

Total Number of Solid Waste Management Facilities Owned by Municipality with a Ministry of Certificate Approval

The City of Sault Ste Marie owns two (2) solid waste management facilities with a Ministry of Certificate Approval:

- Fifth Line Landfill;
- Hazardous Waste Disposal Site

Effectiveness Measure 9.7

Number of Days Per Year when a Ministry of Environment Compliance Order for Remediation Concerning an Air or Groundwater Standard was in Effect for a Municipally Owned Solid Waste Management Facility, by Facility

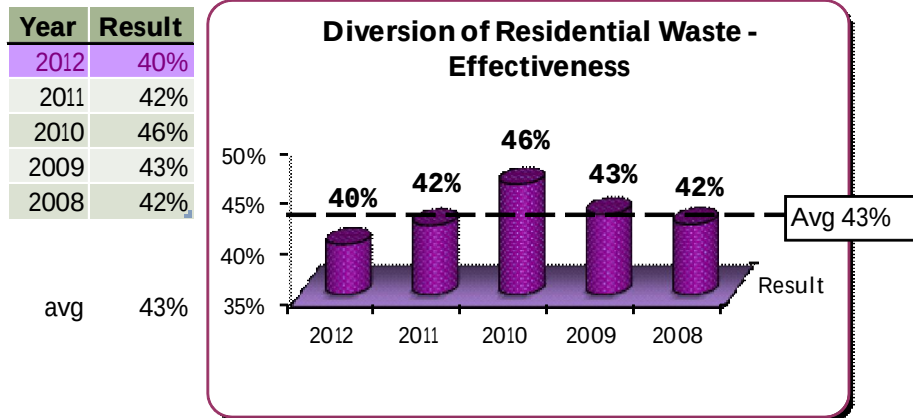
Facility Name	Days 2012	Days 2011	Days 2010	Days 2009	Days 2008
5th Line Landfill Site	0	0	0	0	0
Hazardous Waste Depot	0	0	0	0	0



Effectiveness Measure 9.8

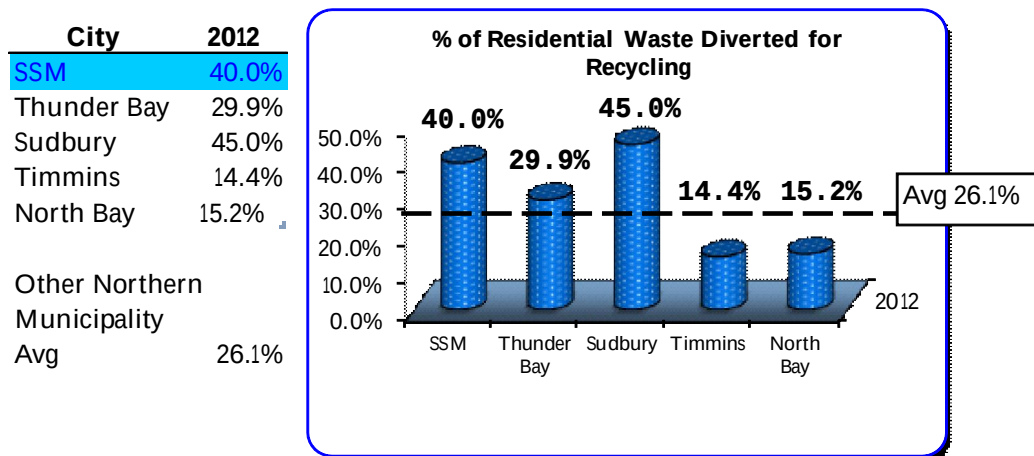
Percentage of Residential Solid Waste Diverted for Recycling

City of Sault Ste. Marie Year to Year Results



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)



In 2012 the City recycled 15,112 (2011- 15,937) of 37,789 residential tonnes of total collected waste (2011- 37,999).



Parks and Recreation

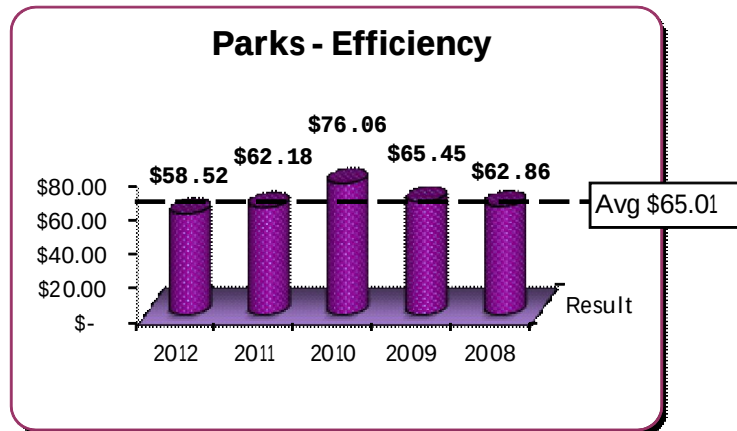
Efficiency Measure 10.1

Operating Costs for Parks per Person

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	\$ 58.52
2011	\$ 62.18
2010	\$ 76.06
2009	\$ 65.45
2008	\$ 62.86

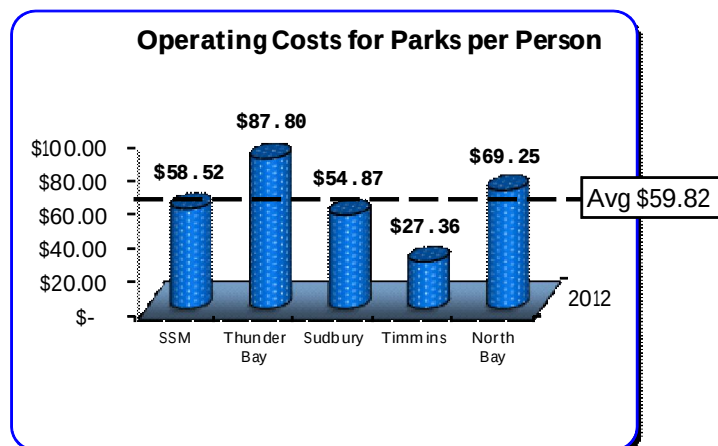
avg \$ 65.01



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	\$ 58.52
Thunder Bay	\$ 87.80
Sudbury	\$ 54.87
Timmins	\$ 27.36
North Bay	\$ 69.25
Other Northern Municipality Avg	\$ 59.82





Measure 10.1: Comments

General comments in regards to Parks and Recreation measurements:

The figures for the above-noted efficiency measure and the following three related to parks and recreation are generally not comparable to other municipalities because there are too many anomalies in the numbers for the other municipalities such as:

- ♦ types of programs offered
- ♦ number of participants
- ♦ number of facilities
- ♦ size of facilities

Parks are outdoor open spaces that provide opportunities and benefits for active, passive and programmed community recreation and leisure. Parks are generally accessible to the public all of the time.

Total operating costs were \$4.4 million in 2012 compared to \$4.6 million in 2011. A decrease in salaries and material costs led to the reduction in operating costs as well as the decrease in the efficiency measure for the current year.





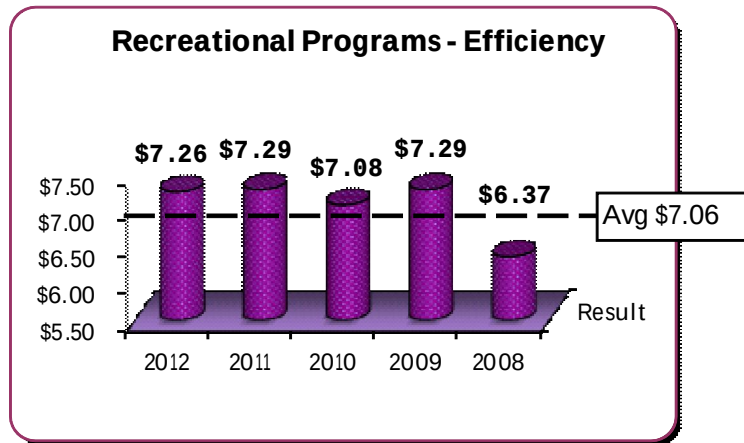
Effectiveness Measure 10.2

Operating Costs for Recreation Programs per Person

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	\$ 7.26
2011	\$ 7.29
2010	\$ 7.08
2009	\$ 7.29
2008	\$ 6.37

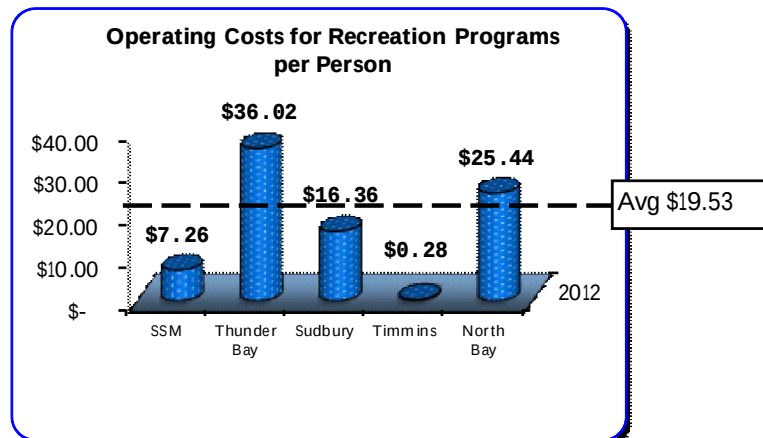
avg \$ 7.06



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	\$ 7.26
Thunder Bay	\$ 36.02
Sudbury	\$ 16.36
Timmins	\$ 0.28
North Bay	\$ 25.44
Other Northern Municipality	
Avg	\$ 19.53





Measure 10.2: Comments

General comments in regards to Parks and Recreation measurements:

The figures for the above-noted efficiency measure and the other three related to parks and recreation are generally not comparable to other municipalities because there are too many anomalies in the numbers for the other municipalities such as:

- ♦ types of programs offered
- ♦ number of participants
- ♦ number of facilities
- ♦ size of facilities

In particular, the recreational program operating costs of the City of Sault Ste. Marie can not effectively be compared to other Northern Municipalities because of the Community Services Department's mandate to assist user groups in operating programs. The only programs that are directly run by the City are the Aquatics and the Seniors Programs. The City provides no other direct programming. This uniqueness must be considered in all Effectiveness Measures related to recreational programming.

A recreation program involves some form of activity taking place in a municipally owned or leased facility or area. Programs include both registered programs and unregistered drop-in programs or clubs.

Total operating costs allocated to recreation programs for 2012 were \$0.55 million (2011- \$0.55 million).

The effectiveness measure for recreation programs is consistent with prior years.



Effectiveness Measure 10.3

Operating Costs for Recreation Facilities per Person

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	\$ 71.38
2011	\$ 74.98
2010	\$ 69.47
2009	\$ 69.43
2008	\$ 70.41

avg \$ 71.13



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	\$ 71.38
Thunder Bay	\$ 99.75
Sudbury	\$ 89.80
Timmins	\$ 103.33
North Bay	\$ 58.62
Other Northern Municipality	
Avg	\$ 87.88





Measure 10.3: Comments

Recreational facilities include built or enclosed structures used for the purposes of community recreation and leisure. Usually involve some form of operating function (mechanical, electrical) and some form of controlled access.

Operating costs decreased slightly in 2012 to \$5.4 million (2011 - \$5.6 million).

This measure remains consistent with prior years and the other Northern Municipalities.





Effectiveness Measure 10.4

Operating Costs for Parks, Recreation Programs and Recreation Facilities per Person (Subtotal)

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	\$ 137
2011	\$ 144
2010	\$ 153
2009	\$ 142
2008	\$ 140

avg \$ 143



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	\$ 137
Thunder Bay	\$ 224
Sudbury	\$ 161
Timmins	\$ 131
North Bay	\$ 153
Other Northern Municipality	
Avg	\$ 167





Measure 10.4: Comments

A recreation program involves some form of activity taking place in a municipally owned or leased facility or area. Programs include both registered programs and unregistered drop-in programs or clubs.

Recreational facilities include built or enclosed structures used for the purposes of community recreation and leisure. They usually involve some form of operating function (mechanical, electrical) and some form of controlled access.

This effectiveness measures remained consistent with the prior year.





Effectiveness Measure 10.5

Total Participant Hours for Recreation Programs per 1,000 Persons

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	19,203
2011	21,405
2010	19,212
2009	17,285
2008	16,164

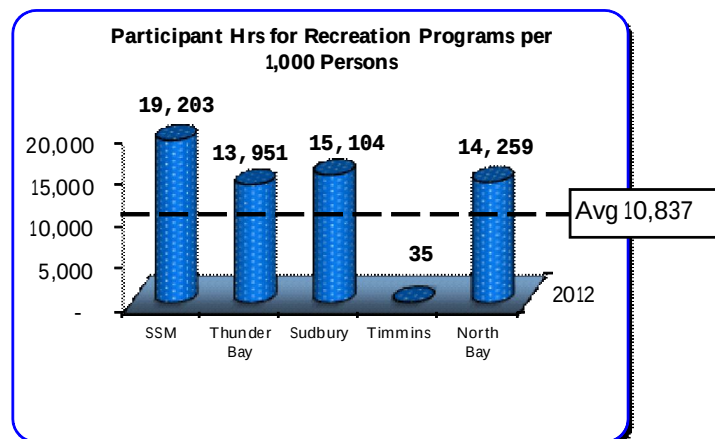
avg 18,654



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	19,203
Thunder Bay	13,951
Sudbury	15,104
Timmins	35
North Bay	14,259
Other Northern Municipality	
Avg	10,837





Measure 10.5: Comments

Recreation programs must meet both of the following criteria:

- 1) activity takes place in a municipally owned or leased facility or area
- 2) involves municipal staff in the planning or delivery of the program

Participant hours are based on the number of active registrants or participants in a program and do not include spectators or observers.

The City saw a decrease in total participant hours to 1,453,310 in 2012 from 1,608,425 in 2011, accounting for the decrease in the effectiveness measure for the current year.

The decrease in participant hours was due to a reduction in the number of youths participating in soccer as well as the bookings of parks and green space by the general public.

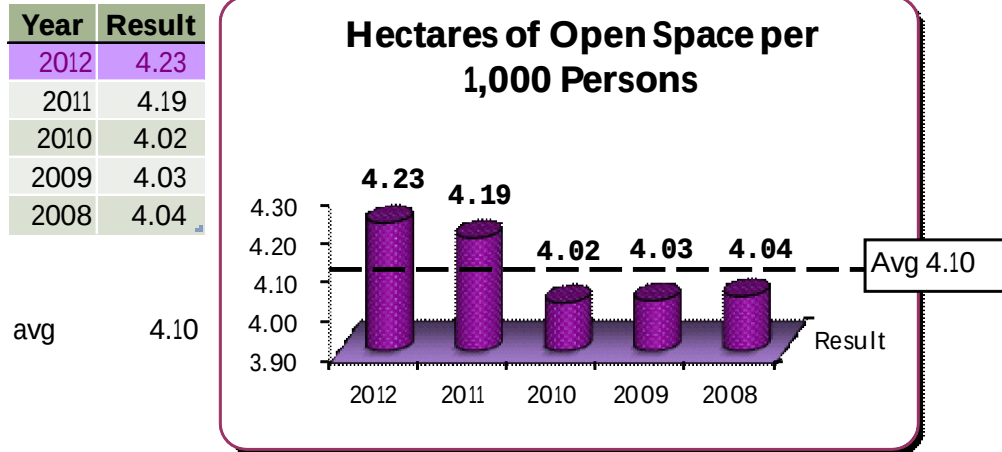




Effectiveness Measure 10.6

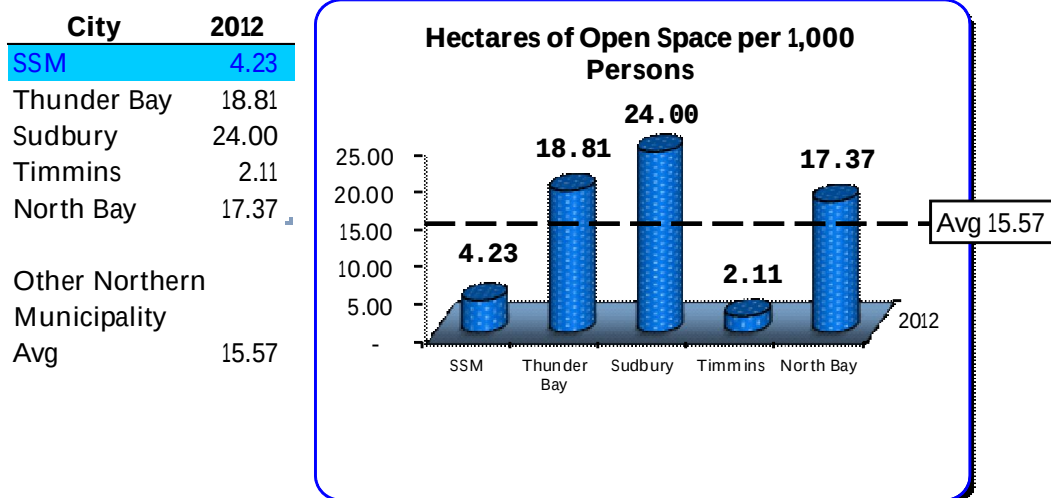
Hectares of Open Space

City of Sault Ste. Marie Year to Year Results



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

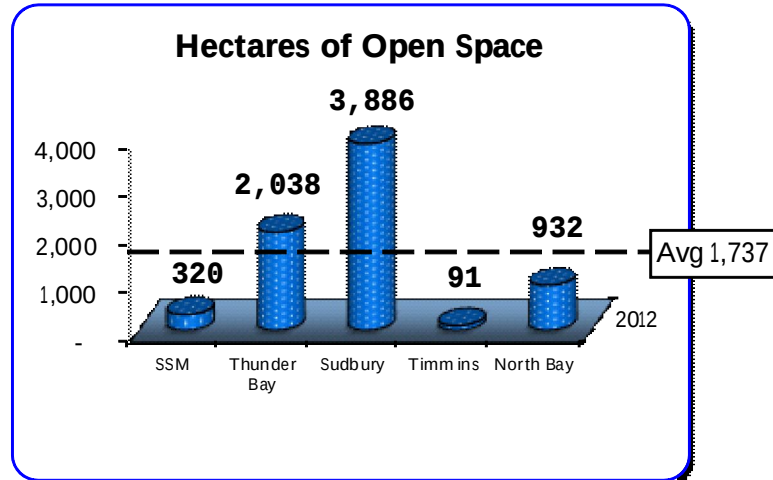




Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	320
Thunder Bay	2,038
Sudbury	3,886
Timmins	91
North Bay	932
Other Northern Municipality Avg	1,737



Measure 10.6: Comments

Open space includes all outdoor open spaces that provide opportunities and benefits for active, passive and programmed community recreation and leisure; contribute to the preservation and protection of open space and the environment and are generally accessible to the public.

The City has below Northern Municipality average hectares of open space per 1000 persons. This is due to differences in assumptions used by the different municipalities in calculating this measure.



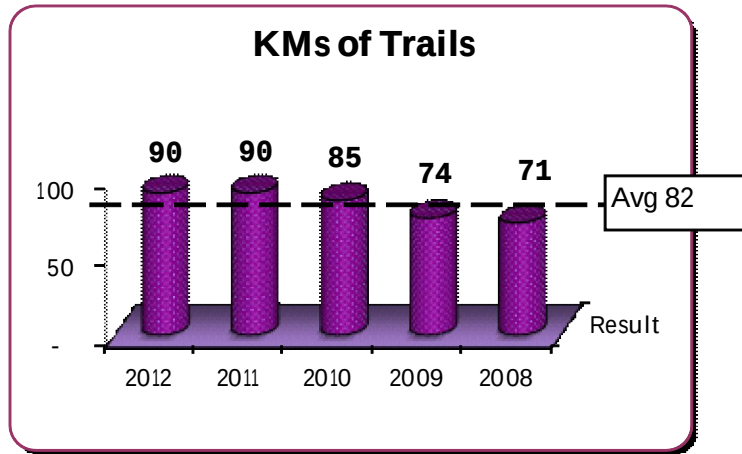
Effectiveness Measure 10.7

Trails

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	90
2011	90
2010	85
2009	74
2008	71

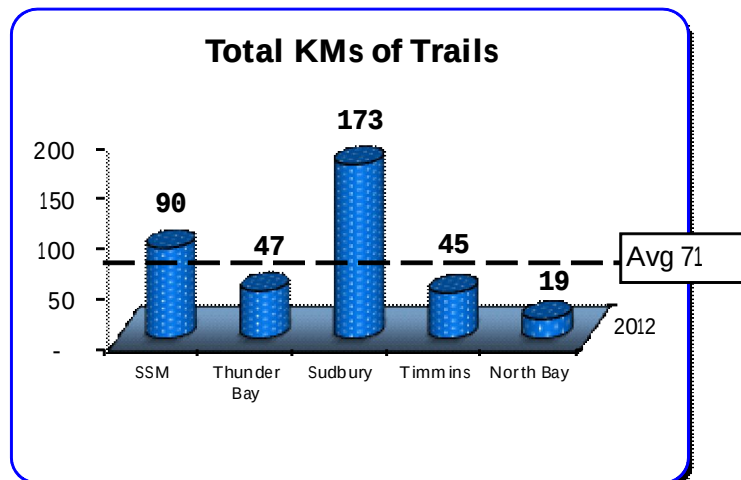
avg 82



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	90
Thunder Bay	47
Sudbury	173
Timmins	45
North Bay	19
Other Northern Municipality Avg	71

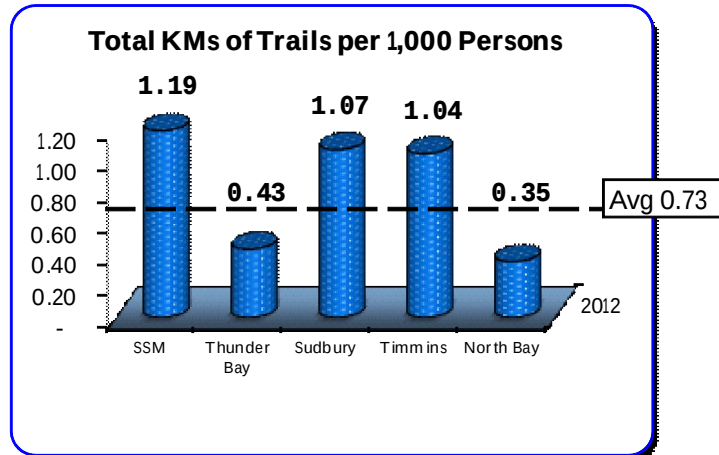




Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	1.19
Thunder Bay	0.43
Sudbury	1.07
Timmins	1.04
North Bay	0.35
Other Northern Municipality	
Avg	0.73



Measure 10.7: Comments

Total kilometres of trails include the length of all trails that fall under municipal responsibility or control. A trail is defined as land that is dedicated to trail use, is mapped and has signage.

The 90.0 total kilometres of trails is broken down as follows:

- ◆ Completed Hub Trail – 25.3 Kms;
- ◆ Bellevue Park Trails – 4.7 Kms; and
- ◆ SSMRCA Trail Network – 60.0 Kms.



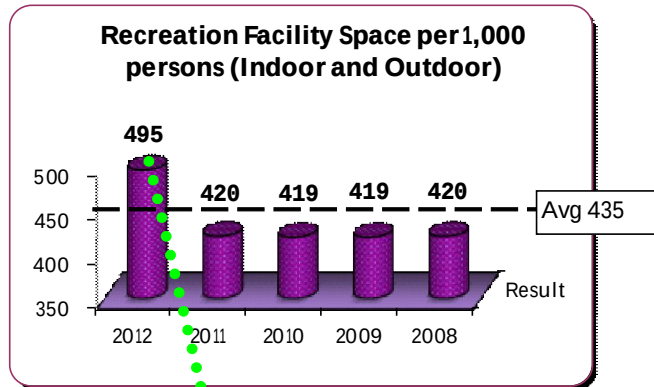
Effectiveness Measure 10.8

Recreation Facility Space

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	495
2011	420
2010	419
2009	419
2008	420

avg 435

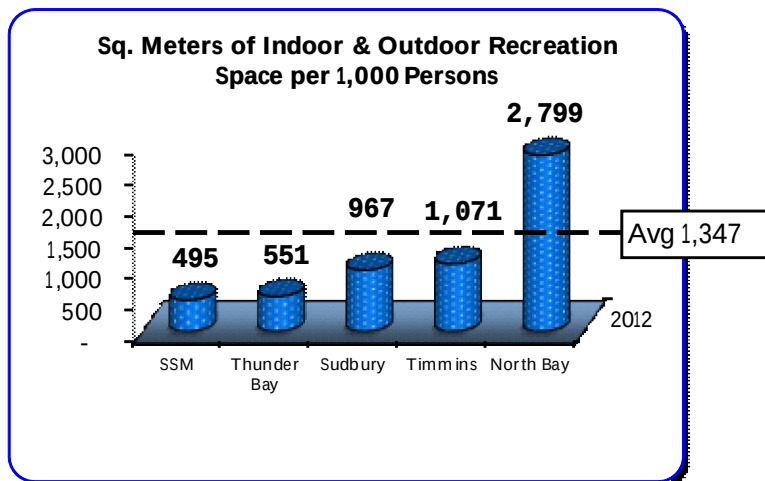


The Northern Community Centre came on board in 2012, accounting for the increase in recreation space during the year.

Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	495
Thunder Bay	551
Sudbury	967
Timmins	1,071
North Bay	2,799
Other Northern Municipality	
Avg	1,347

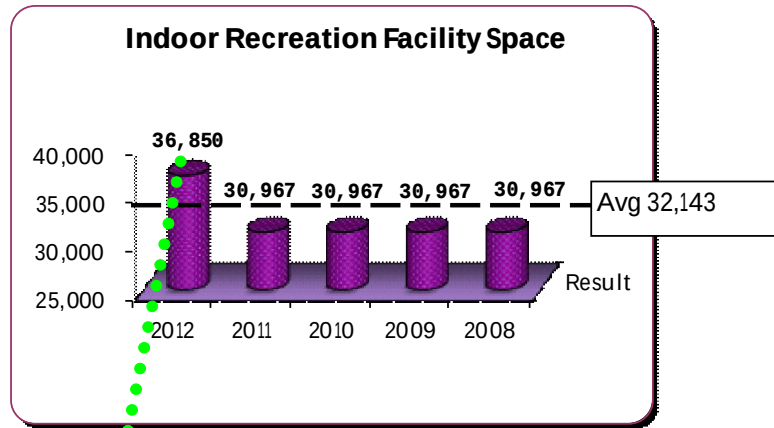




City of Sault Ste. Marie Year to Year Results

Year	Result
2012	36,850
2011	30,967
2010	30,967
2009	30,967
2008	30,967

Avg 32,143

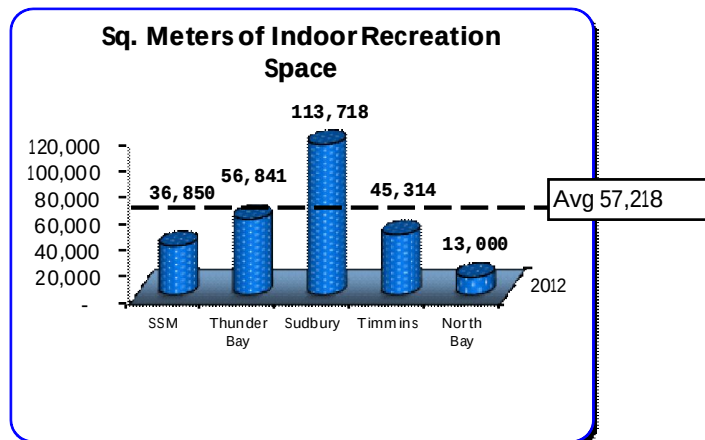


The Northern Community Centre came on board in 2012, accounting for the increase in recreation space during the year.

Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	36,850
Thunder Bay	56,841
Sudbury	113,718
Timmins	45,314
North Bay	13,000
Other Northern Municipality Avg	57,218





City of Sault Ste. Marie Year to Year Results

Year	Result
2012	611
2011	611
2010	611
2009	611
2008	611

Avg 611



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012	Sq. Meters of Outdoor Recreation Space				
SSM	611					
Thunder Bay	2,910					130,000
Sudbury	42,810	150,000				
Timmins	911					
North Bay	130,000	100,000		42,810		
Other Northern Municipality		50,000	611	2,910	911	
Avg	44,158	-				

Avg 44,158 2012

SSM Thunder Bay Sudbury Timmins North Bay



Measure 10.8: Comments

Recreation facility space includes facilities built or enclosed structures used for the purpose of community recreation and leisure.

The Northern Community Centre reached substantial completion in 2012 thus accounting for the increase in recreation facility space in the City in 2012.

The City's results vary substantially to the other Northern Municipalities' because of discrepancies in the way the measures are calculated between the municipalities.

The City prepares its measures in accordance with its best interpretations of the measure's definition as provided by the Ministry of Municipal Affairs and Housing. These interpretations may not necessarily be the same as the interpretations of those same measures by the other Northern Municipalities.





Libraries

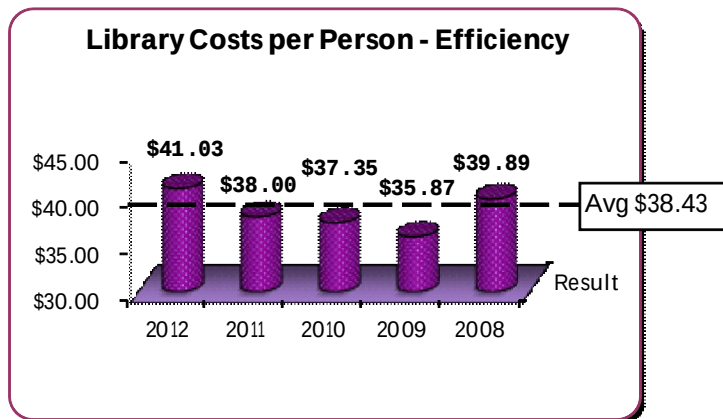
Efficiency Measure 11.1

Operating Costs for Libraries per Person

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	\$ 41.03
2011	\$ 38.00
2010	\$ 37.35
2009	\$ 35.87
2008	\$ 39.89

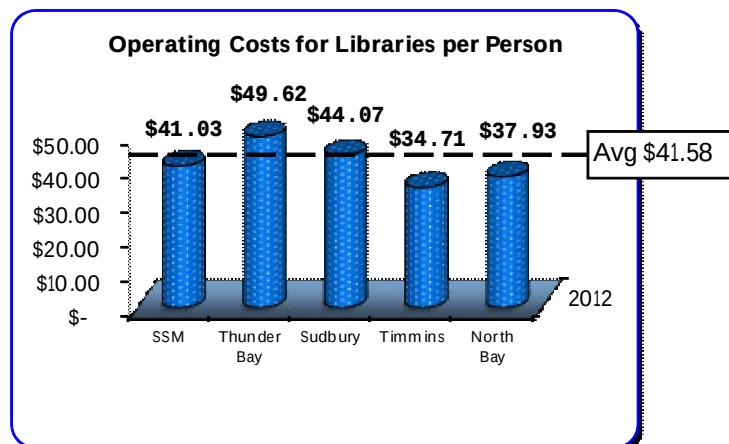
avg \$ 38.43



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	\$ 41.03
Thunder Bay	\$ 49.62
Sudbury	\$ 44.07
Timmins	\$ 34.71
North Bay	\$ 37.93
Other Northern Municipality Avg	\$ 41.58

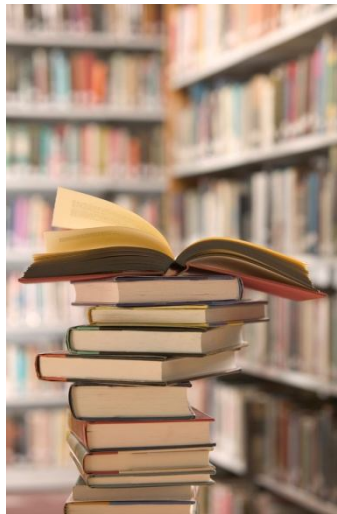




Measure 11.1: Comments

Calculation: Operating Cost of Libraries divided by Municipal Population

- 2012 operating costs of the Sault Ste. Marie Public Library (SSMPL), reported in accordance with PSAB standards, were \$3,105,189 (2011-\$2,855,259) which, for a population of 75,683 translates into \$41.03 per person.
- SSMPL is slightly below average in per capita operating costs and this efficiency measure remains in line with the other Northern Municipalities. Of the five comparator libraries, 2 libraries have higher per person operating costs and 2 have lower per person operating costs.





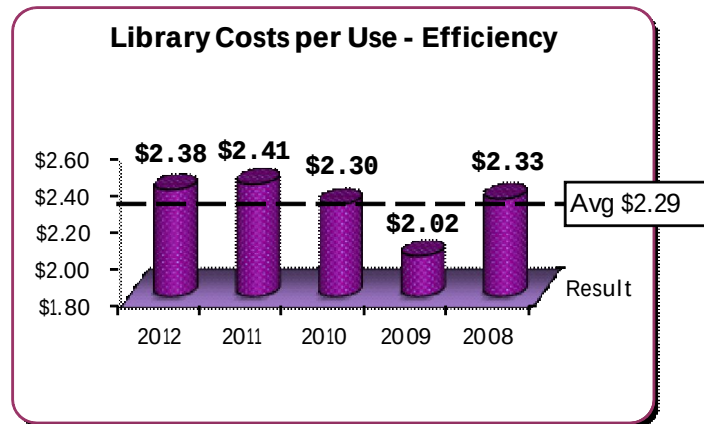
Efficiency Measure 11.2

Operating Costs for Libraries per Use

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	\$ 2.38
2011	\$ 2.41
2010	\$ 2.30
2009	\$ 2.02
2008	\$ 2.33

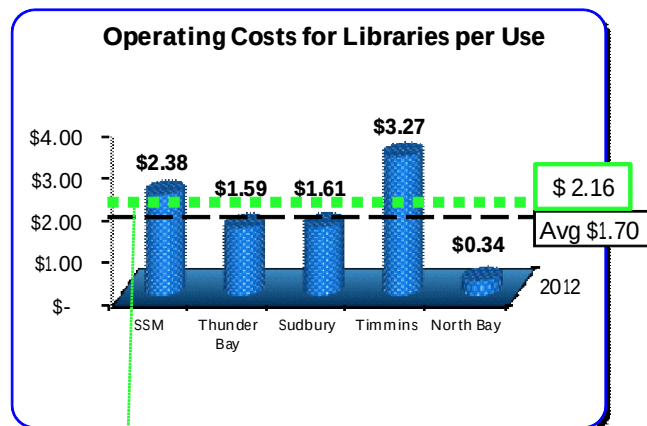
avg \$ 2.29



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	\$ 2.38
Thunder Bay	\$ 1.59
Sudbury	\$ 1.61
Timmins	\$ 3.27
North Bay	\$ 0.34
Other Northern Municipality Avg	\$ 1.70



Removing North Bay's figure from the above, the average would be \$ 2.16



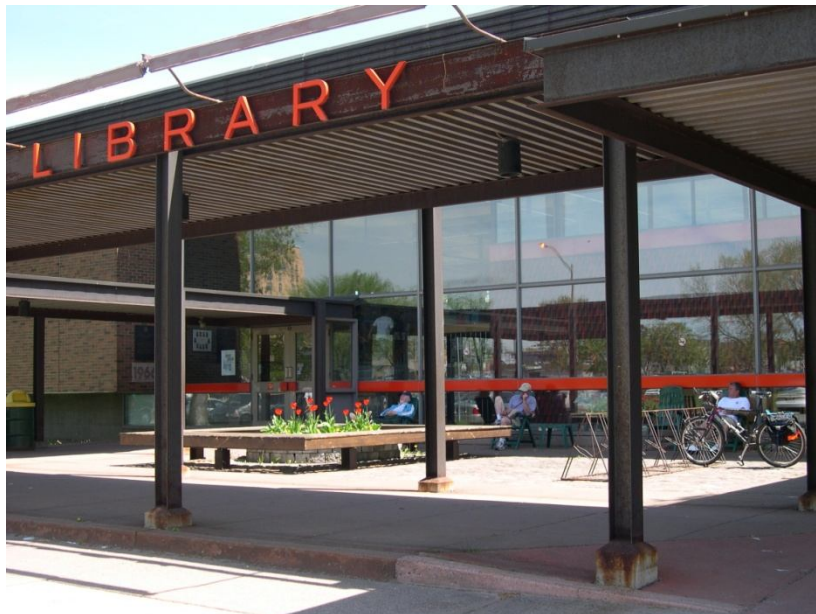
Measure 11.2: Comments

Calculation: Operating Cost of Libraries divided by Total Library Uses

- The Sault Ste. Marie Public Library was used 1,305,683 times in 2012 (2011- 1,184,284)
- 2012 operating costs of the library were \$3,105,189 (2011- \$2,855,259)
- The measure remained consistent with prior year.

Note: North Bay's operating cost per user figure is substantially different than that of the other Northern Municipalities. Removing North Bay's figure from the average of the Northern Municipalities gives a revised average operating cost per user of \$2.16.

- When compared to the revised average operating cost per user of \$2.16, the City is in line with the other Northern Municipalities.





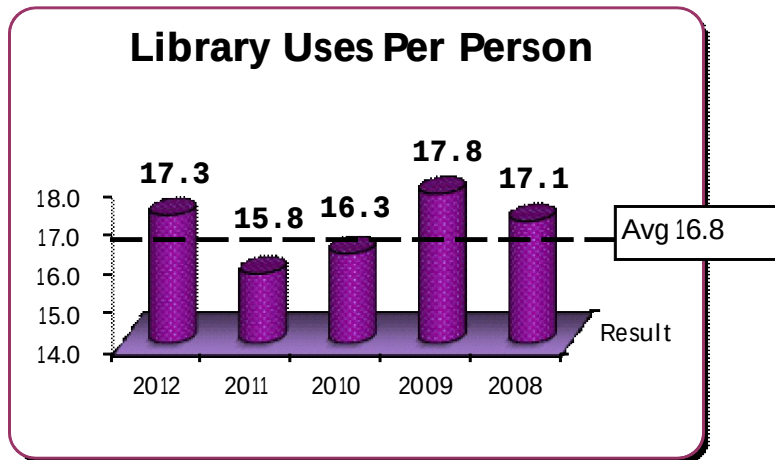
Effectiveness Measure 11.3

Library Uses per Person

City of Sault Ste. Marie Year to Year Results

Year	Result
2012	17.3
2011	15.8
2010	16.3
2009	17.8
2008	17.1

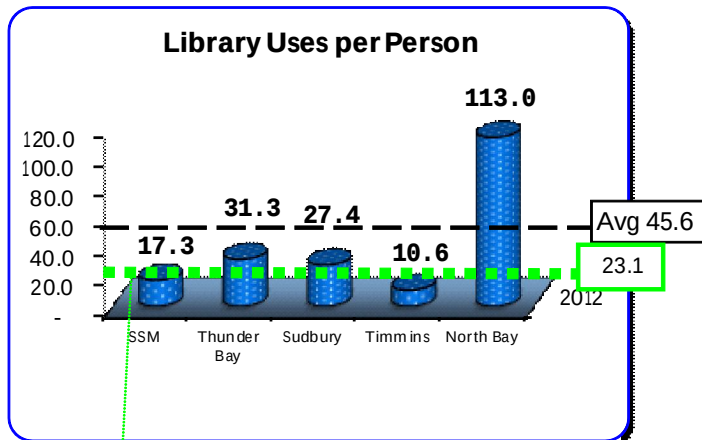
avg 16.8



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

City	2012
SSM	17.3
Thunder Bay	31.3
Sudbury	27.4
Timmins	10.6
North Bay	113.0
Other Northern Municipality Avg	45.6



Removing North Bay's figure from the above, the average would be 23.1.



Measure 11.3: Comments

Calculation: Total Library Uses divided by Municipal Population

- Residents of Sault Ste. Marie accessed library services a total of 1,305,683 times in 2012, a 10% increase over 2011. For a population of 75,683, this translates into 17.3 uses per person.
- The City of Sault Ste. Marie's efficiency measure of library uses per person is lower than that of the other Northern Municipalities on average. Two of those library systems have more branch libraries than Sault Ste. Marie does, which would tend to increase library use.

Note: North Bay's Library Uses per person figure is substantially different than that of the other Northern Municipalities. For comparison purposes, if North Bay's results are removed from the average for the Northern Municipalities, the average number of uses per person would be 23.1.

- When compared to the revised average number of uses per person of 23.1, SSMPL is somewhat lower than the average of the other Northern Municipalities. This may be due to the continued transitioning our Library users are experiencing in preferring eBooks over print material. With eBooks coming into their own as a preferred format of choice the Library has had to purchase more eBook titles and at the same time maintain print collections, with no increase in the overall collection budget. Lack of access to print or eBooks titles may have resulted in a reduction of overall use.

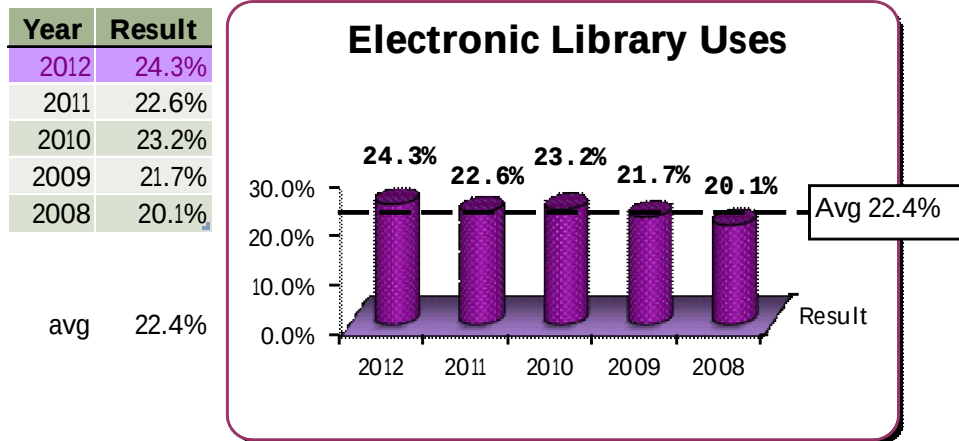




Effectiveness Measures 11.4

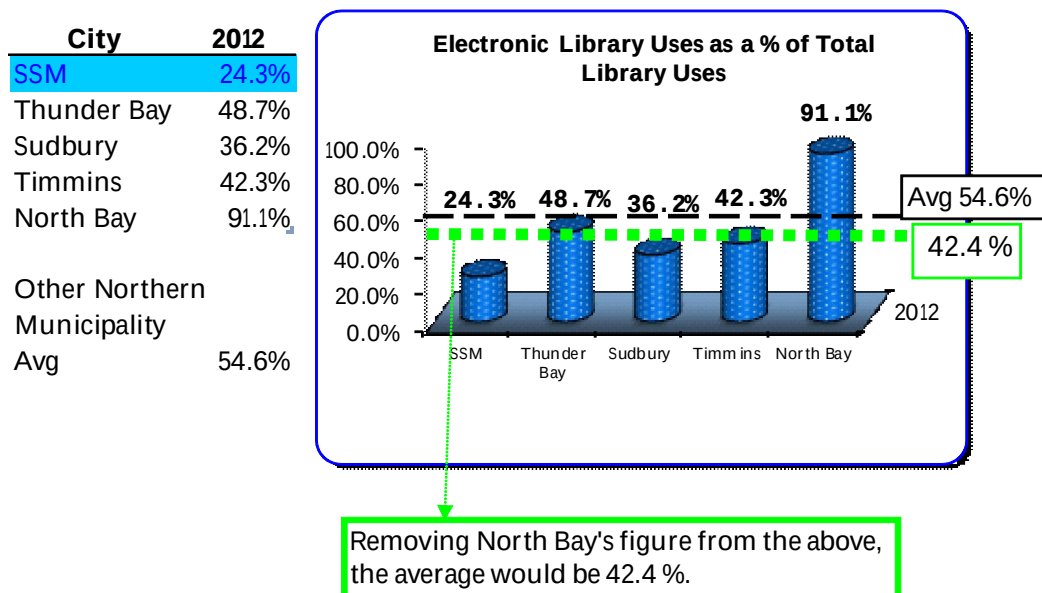
Electronic Library Uses as a Percentage of Total Library Uses

City of Sault Ste. Marie Year to Year Results



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)





Measure 11.4: Comments

Note: North Bay's Electronic Library Use as a Percentage of Total Library Uses figure is substantially different than that of the other Northern Municipalities. For comparison purposes, if North Bay's results are removed from the average of the Northern Municipalities, the average electronic library uses as a percentage of total library uses would be 42.4%.

- Electronic use consists of visits to the library website, use of the library's electronic databases, use of the library's public Internet workstations, and number of reference questions posed electronically (email or website)
- The SSMPL has over the past 5 years increased its programs to youth, redesigned its website, and introduced wireless services throughout all three branches. The public is becoming more aware of these services and the services available to them remotely from a home, school or office workstation.
- Reductions in provincial funding for electronic databases in the prior year required the SSMPL to reduce the overall number of electronic databases available for use. This reduction may be the cause of why electronic database use did not continue to increase as it has over the past 4 years. Although SSMPL is still the lowest of the Northern Ontario Municipalities with respect to electronic library use, as the Library's eBook user base grows it is anticipated that SSMPL will soon be on par with the other Northern Ontario Municipalities.

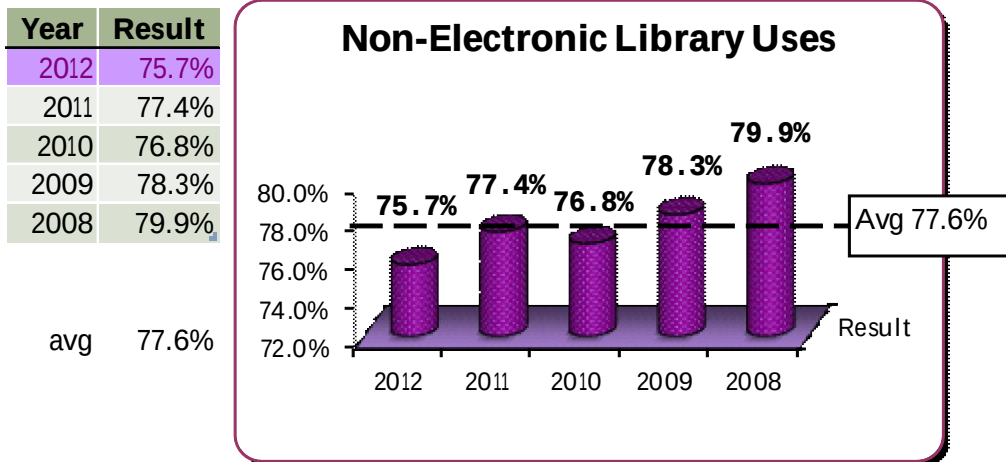




Effectiveness Measures 11.5

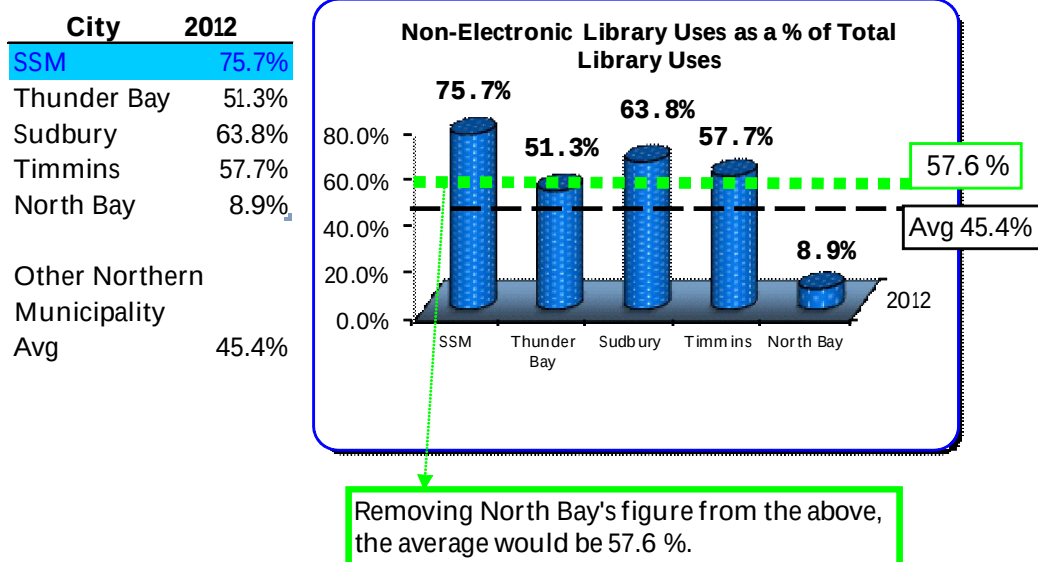
Non-electronic Library Uses as a Percentage of Total Library Uses

City of Sault Ste. Marie Year to Year Results



Results Comparison to Other Northern Municipalities

(SSM's 2012 result compared to others' 2012 results)

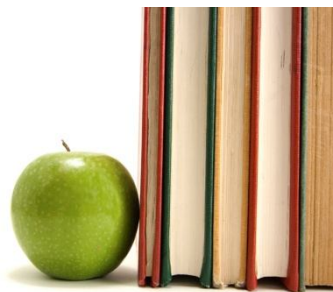




Measure 11.5: Comments

Note: North Bay's Non-electronic Library Use as a Percentage of Total Library Uses figure is substantially different than that of the other Northern Municipalities. For comparison purposes, if North Bay's results are removed from the Northern Municipality average, the average non-electronic library uses as a percentage of total library uses would be 57.6%.

- Non-electronic Library uses consist of total annual circulation of library materials, attendance of library programmes, in-library use of library materials, number of in-person reference transactions, and number of in-person library visits.
- The Electronic Library uses and Non-electronic Library uses figures currently work in tandem. How services are delivered dictates usage. Currently SSMPL offers more services non-electronically than electronically. SSMPL is in a transition stage whereby non-electronic library users are also beginning to embracing electronic uses. The other Northern Municipalities may be further along in this transition.
- The City of Sault Ste. Marie's efficiency measure of non-electronic library uses as a percentage of total library uses is the highest amongst the Northern Municipalities.
- The two largest contributors to this figure are in person visits and circulation of library materials. Circulation of non-electronic resources has been declining somewhat but in-person library visits have remained steady or in some cases increased. During 2012 the Library has increased the number and type of programs held which has contributed to the increase in non-electronic usage and speaks to the Library being a book place as well as a gathering place for all citizens.





City of Sault Ste. Marie 2012 Municipal Performance Measurement Program Results



Appendix

ADDENDUM

REGULAR MEETING OF CITY COUNCIL

2013 11 04

4:30 P.M.

COUNCIL CHAMBERS

3. APPROVE AGENDA AS PRESENTED

Mover: Councillor F. Fata

Seconder: Councillor S. Myers

Resolved that the Addendum #1 for the 2013 11 04 City Council meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

PART ONE – CONSENT AGENDA

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

- u) Correspondence from the Municipal Property Assessment Corporation concerning Property Assessment Notices is attached for the information of Council.

- v) **The City of Sault Ste. Marie Credit Rating**

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

Mover: Councillor F. Fata

Seconder: Councillor S. Myers

Resolved that the report of the Commissioner of Finance and Treasurer dated 2013 11 04 concerning City of Sault Ste. Marie Credit Rating be received as information.

- w) **Solar Photovoltaic Fit Applications**

A report of the Environmental Initiatives Coordinator is attached for the consideration of Council.

The relevant By-law 2013-207 appears under Item 10 of the Agenda authorizing two municipal council support resolutions and will be read with all other by-laws under that item.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

(1) ADMINISTRATION

(2) COMMUNITY SERVICES DEPARTMENT

(3) ENGINEERING

a) Sidewalk Construction – From 303/313 McDonald to Pine Street, South Side

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

Mover: Councillor M. Bruni

Seconder: Councillor T. Sheehan

Resolved that the report of the Director of Engineering Services dated 2013 09 23 concerning Sidewalk Construction – from 303/313 MacDonald Avenue to Pine Street, South Side be accepted and the recommendation to have the sidewalk proposal proceed through the local improvement process be approved.

(4) FIRE

(5) LEGAL

(6) PLANNING

(7) PUBLIC WORKS AND TRANSPORTATION

c) Further correspondence is attached for the consideration of Council.

(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

RESOLUTIONS

t) 2013-207

A by-law to authorize the execution of two (2) Municipal Council Support Resolutions to support two (2) solar photovoltaic Feed-In-Tariff (FIT) applications being submitted to the Ontario Power Authority Feed-In-Tariff Program.

A report from the Environmental Initiatives Coordinator is on the agenda.

PARKING

u) 2013-208

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.



MUNICIPAL PROPERTY ASSESSMENT CORPORATION

October 31, 2013

Mr. Malcolm White
City Clerk
City of Sault Ste Marie
PO Box 580 - 99 Foster Dr
Sault Ste Marie ON P6A 5N1

Dear Mr. White:

On November 1, 2013, the Municipal Property Assessment Corporation (MPAC) will begin delivering nearly one million Property Assessment Notices to property taxpayers across the province.

The last province-wide Assessment Update took place in 2012 when every property owner in Ontario received a Property Assessment Notice from MPAC. During non-Assessment Update years, MPAC continues to review properties as new homes are built, owners renovate, structures are removed and properties change use.

Some of the reasons for receiving a Property Assessment Notice this fall include:

- a change in property ownership or legal description;
- a change to the property's assessment resulting from a Request for Reconsideration or Assessment Review Board decision;
- a property value increase or decrease reflecting a change to the property, for example, a new structure, addition, or removal or demolition of an old structure; or,
- a change in the classification or tax liability of a property.

Each Notice mailed this fall shows the assessed value and classification of a property based on the legislated valuation date of January 1, 2012, which is in place for the 2013-2016 tax years. All eligible assessment increases are phased-in over four years while decreases are applied immediately. The next province-wide Assessment Update will take place in 2016.

Although each Notice includes a variety of ways to contact MPAC, you may also receive enquiries. The enclosed information kit will help you and your staff respond to property owners' questions. The kit includes:

- a sample Property Assessment Notice;
- a copy of the Information Insert included with every Notice;
- an *Important Information About Your Property Assessment* brochure; and,
- a fact sheet about MPAC.

The key dates for the 2013 Notice mailing are:

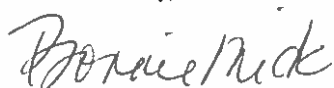
November 1 – November 15, 2013	Property Assessment Notice delivery period
November 27, 2013	Amended Property Assessment Notice delivery
December 10, 2013	Assessment Rolls delivered to municipalities
March 31, 2014	Deadline for filing a Request for Reconsideration with MPAC or Appeal with the Assessment Review Board

Property owners are encouraged to visit www.aboutmyproperty.ca to confirm their property details and compare their property with others in their neighbourhood. Login information is included with every Notice mailed.

Enquiries about Property Assessment Notices and assessment matters in general may be directed to the Customer Contact Centre at 1 866 296-MPAC (6722) or 1 877 889-6722 (TTY). Property taxpayers may also visit www.mpac.ca or their local MPAC office. The hours and address for the local office are included on every Notice mailed.

We are pleased to provide support to help you answer questions and address the concerns of property taxpayers in your community and members of your associations. If you have any questions, please do not hesitate to contact me at (705) 949-0504 ext.228 or toll free at 1-877-225-0803 ext.228.

Yours truly,



Bonnie Mick
Municipal Relations Representative
Municipal Property Assessment Corporation
428 Pim Street
Sault Ste. Marie, ON P6B 2V1

Enclosure



MUNICIPAL
PROPERTY
ASSESSMENT
CORPORATION

5(u)

PAYEE 2013

IMPORTANT INFORMATION

ABOUT YOUR 2013 PROPERTY ASSESSMENT NOTICE

MPAC's role is to accurately value and classify all properties in Ontario in accordance with the *Assessment Act* and regulations established by the Ontario Government.

When your municipality/taxing authority sets property tax rates, your assessed value and classification are used to determine your property taxes. An assessment increase does not necessarily mean that your property taxes will increase. For questions about your property taxes, please contact your municipality/taxing authority.

Education tax rates, where applicable, are set by the Ontario Government and will also be applied to the assessed value.

WHY DID I RECEIVE A NOTICE FROM MPAC?

You may have received this Notice for one of the following reasons:

- change to property ownership, legal description, or school support;
- change to the property's value resulting from a Request for Reconsideration or Assessment Review Board decision;
- property value increase/decrease reflecting a change to the property; for example, a new structure, addition, or removal of an old structure; or
- change in the classification or tax liability of the property.

Your 2013 Property Assessment Notice shows the assessed value of your property based on the January 1, 2012 valuation date, which is in place for the 2013-2016 tax years.

To provide an additional level of property tax stability and predictability, market increases in the assessed value of your property between 2008 and 2012 are phased in over four years (2013-2016). The phase-in program does not apply to decreases in assessed value, which are applied immediately.

HOW MPAC ASSESSES PROPERTIES



To establish your property's assessed value, MPAC analyzes property sales in your area. This method is used by most assessment jurisdictions in North America.

When assessing a property, we look at all of the key features that affect market value.

For example, when

assessing residential properties, five major factors usually account for 85% of the value: location; lot dimensions; living area; age of the structure(s), adjusted for any major renovations or additions; and quality of construction.

Examples of other features that may affect a residential property's value include fireplaces, garages, workshops, boathouses and the number of bathrooms.

Site features in urban and suburban areas such as traffic patterns; being situated on a corner lot; proximity to a golf course, hydro corridor, railway or green space can also increase or decrease the assessed value of your property.

In rural or semi-urban areas, site features such as type of access, topography, and lot services such as hydro, water and sanitary/septic services can also increase or decrease the assessed value of your property.

WHAT SHOULD I DO IF I DON'T AGREE WITH MY ASSESSMENT?

1 REVIEW THE DETAILS OF YOUR ASSESSMENT

Please review your Notice carefully to make sure the information is correct. If a factual error has been made, we will correct it.

Comparing your assessment to similar properties in your area will help you determine its accuracy. You can obtain detailed information about your property and information on up to 24 additional properties of your choice, free of charge, by logging on to www.aboutmyproperty.ca.

Enter your Roll number and personalized Access key for AboutMyProperty™ included on your 2013 Notice and follow the instructions to register and obtain the information. **AboutMyProperty™ will be updated with the latest Notice information in December 2013.**

You may also obtain detailed information on six properties MPAC believes to be comparable to yours by sending a written request to:

MPAC
Attention: GRAD
P.O. Box 9808
Toronto ON M1S 5T9
Fax: 1 866 297-6703

2 ASK MPAC TO REVIEW YOUR ASSESSMENT THROUGH A REQUEST FOR RECONSIDERATION (RfR)

If you feel your assessed value as of the legislated valuation date or property classification is not correct, we will review it free of charge. Your deadline to file a RfR with MPAC is **March 31, 2014**.

There are two ways to file a RfR:

- The preferred method is to submit a RfR form online through AboutMyProperty™ at www.aboutmyproperty.ca. You will be able to attach documents, pictures and reports to accompany your RfR, as well as check the status of your request. You may also mail or fax a RfR form to MPAC. Forms are available at www.mpac.ca or by contacting us by phone at 1 866 296-MPAC (6722).
- Write a letter requesting a reconsideration. In your letter, please include the 19-digit Roll number on your Notice, your full name, address and phone number, and the reasons why you feel your assessment is not correct, including any information you have to support your request.

3 FILE AN APPEAL WITH THE ASSESSMENT REVIEW BOARD (ARB)

You may also choose to file an Appeal with the ARB, an independent tribunal of the Ontario Ministry of the Attorney General.

PROCESS FOR RESIDENTIAL, FARM AND MANAGED FORESTS PROPERTIES

If your property, or a portion of it, is classified as residential, farm or managed forests, you must first file a RfR with MPAC before you are eligible to file an Appeal with the ARB. The classification of your property is indicated on your Notice.

You have 90 days after MPAC has notified you of its decision on your RfR to file an Appeal with the ARB. The ARB has its own Appeal process. For more information, please contact the ARB at 1 866 448-2248 or 416 212-6349 or visit their website at www.arb.gov.on.ca.

To request that your property be eligible for the farm or managed forests classes or conservation land exemption, you must file a RfR with the respective program administrator. For more information, please contact MPAC or visit www.mpac.ca.

PROCESS FOR OWNERS OF OTHER PROPERTY TYPES

For any other property type, you can choose to either file a RfR with MPAC or file an Appeal with the ARB by the deadline included on your Notice. The deadline to file your RfR/Appeal is March 31, 2014.

MPAC'S ROLE AT AN ARB HEARING

At an ARB hearing, the onus is on MPAC to prove the accuracy of the assessed value of your property. MPAC will present comparable properties as evidence and will share that information with you prior to the hearing. You will also be asked to provide evidence to support your position. Ideally, you should select properties that are similar to yours (for example, area, lot dimensions, living area, age of structure(s) and quality of construction). Please contact MPAC if you have any questions.

CONTACT US

Please have your 19-digit Roll number found on your Notice available when you contact us.

CALL

1 866 296-MPAC (6722)
 1 877 889-MPAC (6722) TTY
 Monday – Friday
 8 a.m. to 5 p.m.

WEBSITE

www.aboutmyproperty.ca
www.mpac.ca

WRITE

P.O. Box 9808
 Toronto ON M1S 5T9

FAX

1 866 297-6703

If you have accessibility needs, please let our representatives know how we can best accommodate you.

FACT SHEET

2013 PROPERTY ASSESSMENT NOTICES

In 2012, MPAC completed a province-wide Assessment Update and mailed a Property Assessment Notice to Ontario's nearly 5 million property owners.

2012 Notices provided the classification and updated assessed value for **all properties in Ontario** based on a legislated valuation date of **January 1, 2012**, in place for the 2013-2016 tax years.

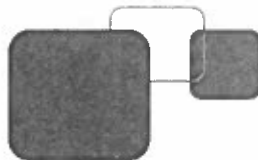
MPAC continues to review properties during non-Assessment Update years. New homes are built, owners renovate, additions are built, structures are removed or demolished and properties change use.

2013 Property Assessment Notices, mailed this fall, show the assessed value of your property based on the January 1, 2012 legislated valuation date.

MPAC is legislatively responsible for updating this information even in a year when a province-wide Assessment Update is not taking place.

5 Major factors usually account for **85%** of a residential property's value:

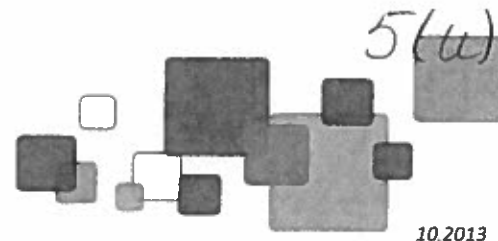
- ✓ Location
- ✓ Lot Dimensions
- ✓ Living Area
- ✓ Age of the Structure(s) (adjusted for any major renovations/ additions)
- ✓ Quality of Construction



Approximately
1 million property taxpayers will receive a Property Assessment Notice from MPAC in 2013

During a non-Assessment Update year, property owners will receive a Notice from MPAC due to:

- ✓ a change in ownership/legal description;
- ✓ a change in value as a result of a Request for Reconsideration or Appeal;
- ✓ a change in value as a result of a change to the property;
- ✓ a change in classification/tax liability; and/or,
- ✓ a change in school support.



10.2013

IS MY ASSESSMENT ACCURATE?

It is important that MPAC has accurate information on file for every property. Property owners should review their Property Assessment Notice to make sure all information is accurate and up to date.

Visit www.aboutmyproperty.ca to learn HOW and WHY your property was assessed the way it was, and compare your assessment with other properties in your neighbourhood - free of charge.

Login information is included on your latest Property Assessment Notice.

Visit www.mpac.ca to learn more about MPAC and property assessment in Ontario.

WHAT IS THE RELATIONSHIP BETWEEN MY ASSESSMENT AND PROPERTY TAXES?

When your municipality/local taxing authority sets property tax rates, your assessed value and classification are used to determine your property taxes. An assessment increase does not necessarily mean that your property taxes will increase. For questions about your property taxes, please contact your municipality/local taxing authority.

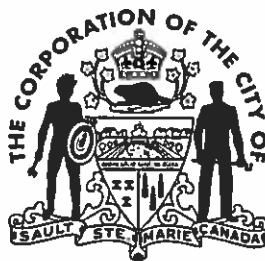


MUNICIPAL
PROPERTY
ASSESSMENT
CORPORATION

Building better communities, **together.**

5(v)

William Freiburger, CMA
Commissioner of Finance
and Treasurer



Finance Department

2013 11 04

Mayor Debbie Amaroso and
Members of City Council

RE: THE CITY OF SAULT STE. MARIE CREDIT RATING

PURPOSE

The purpose of this report is to provide information on the City's credit rating.

BACKGROUND

Each year the City has a credit review by the Standard and Poor's Rating Service. The credit rating for the City of Sault Ste. Marie has been maintained at "A+" (stable). The rating last changed November 9, 2012 when the City of Sault Ste. Marie was upgraded to "A+" (stable) from "A" (positive).

ANALYSIS

The strengths of the City's finances include a low debt burden and strong liquidity position. The strengths are mitigated by slow population growth and low levels of household income.

IMPACT

N/A

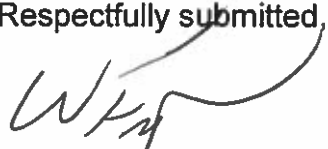
STRATEGIC PLAN

N/A

RECOMMENDATION

That the report of the Commissioner of Finance and Treasurer concerning City of Sault Ste. Marie Credit Rating be received as information.

Respectfully submitted,


W. Freiburger, CMA
Commissioner of Finance and Treasurer

WF/kl
attachment

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

RatingsDirect®

Research Update:

City of Sault Ste. Marie 'A+' Ratings Affirmed On Low Debt And Very Positive Liquidity; Outlook Stable

Primary Credit Analyst:

Adam J Gillespie, Toronto 416-507-2565; adam.gillespie@standardandpoors.com

Secondary Contact:

Nineta Zetea, Toronto (1) 416-507-2508; nineta.zetea@standardandpoors.com

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Rationale

Outlook

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Key Sovereign Statistics

Key Statistics

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Ratings List

Research Update:

City of Sault Ste. Marie 'A+' Ratings Affirmed On Low Debt And Very Positive Liquidity; Outlook Stable

Overview

- We are affirming our 'A+' long-term issuer credit and senior unsecured debt ratings on the City of Sault Ste. Marie.
- The affirmation reflects our view of the city's very low debt burden, "very positive" liquidity position, and the "predictable and well-balanced" institutional framework for Canadian municipalities.
- The stable outlook reflects our expectations that tax-supported debt will not account for more than 30% of adjusted operating revenues, and that budgetary performance will be stable.

Rating Action

On Nov. 1, 2013, Standard & Poor's Ratings Services affirmed its 'A+' long-term issuer credit and senior unsecured debt ratings on the City of Sault Ste. Marie, in the Province of Ontario. The outlook is stable.

Rationale

The ratings reflect Standard & Poor's view of the city's very low debt burden, which is lower than many of its similarly rated international and domestic peers, and its "very positive" liquidity position. The rating also reflects our view of the "predictable and well-balanced" institutional framework for Canadian municipalities and modest contingent liabilities. We believe that Sault Ste. Marie's slow population growth and low levels of household income (which hinder its economic prospects), lower operating performance in the past three years, and constrained budgetary flexibility on the expenditure side partially mitigate the credit strengths.

We believe Canadian municipalities benefit from a predictable and well-balanced local and regional government framework that has demonstrated a high degree of institutional stability. Although provincial governments mandate a significant proportion of municipal spending, they also provide operating fund transfers and impose fiscal restraint through legislative requirements to pass balanced operating budgets. Municipalities generally have the ability to match expenditures well with revenues, except for capital spending, which can be intensive. Any operating surpluses typically fund capital expenditures and future liabilities (such as postemployment obligations and landfill closure costs) through reserve contributions.

*Research Update: City of Sault Ste. Marie 'A+' Ratings Affirmed On Low Debt And Very Positive Liquidity;
Outlook Stable*

We believe the city demonstrates good financial management, which has a neutral impact on its credit profile. Disclosure and transparency are what we view as good, annual financial statements are audited and unqualified, and Sault Ste. Marie prepares annual operating and capital budgets. However, the city lacks a long-term capital plan, which obscures both its spending and related borrowing plans. We expect that the city will reintroduce a long-term capital plan upon the completion of its capital asset management plan sometime next year.

In our view, Sault Ste. Marie's very low debt burden relative to that of peers continues to support its credit profile. Total tax-supported debt at year-end 2012 was C\$14.6 million, equal to 7.8% of adjusted operating revenue. This is down from 17.7% in 2005, and although there is some uncertainty regarding the city's borrowing plans in the next several years, we do not believe that this ratio will exceed 30% during the next two years even under a downside scenario. In our opinion, Sault Ste. Marie's contingent liabilities (stemming mostly from standard future employee benefits and landfill post-closure liabilities) are modest, at about 28% of adjusted operating revenues and do not have a significant impact on its credit profile.

The city's budgetary performance was stable in 2012, although volatile operating revenue growth, partially due to declining provincial grants, and steadily rising operating expenses have resulted in operating surpluses declining to about 9% of operating revenues in 2011 and 2012 from more than 15% earlier. We expect that current trends will continue during the next several years, but that operating surpluses will remain above 5% of adjusted operating revenues and after-capital deficits will remain below 5% of total adjusted revenues.

In our opinion, Sault Ste. Marie's slow population growth and low household income levels continue to constrain its economic prospects. Although the city continues to gradually diversify away from its traditional resource-based roots, we believe that new investment and related GDP growth will remain muted relative to some of its peers.

Sault Ste. Marie, like most Canadian municipalities, has somewhat limited budgetary flexibility on the expenditure side, given provincially mandated service levels, labor contracts, inflation, and political pressures. The ability to set property taxes, utility rates, and user fees grants the city significant revenue-raising capabilities (modifiable revenues account for about 84% of its operating revenue) and limits revenue volatility; however, political and economic pressures can limit the degree to which it uses these.

Liquidity

Sault Ste. Marie maintains what we view as a very positive liquidity position, similar to most Canadian municipalities, and has been a net creditor since 2006. Free cash and liquid assets of about C\$46 million at year-end 2012 were sufficient to cover more than 16x the estimated debt service for 2013. We

**Research Update: City of Sault Ste. Marie 'A+' Ratings Affirmed On Low Debt And Very Positive Liquidity;
Outlook Stable**

believe the city will maintain its solid liquidity and net creditor positions during our two-year outlook horizon.

In our view, Sault Ste. Marie has satisfactory access to external liquidity, given its proven ability to issue into public debt markets and the presence of a secondary market for Canadian municipal debt instruments.

Outlook

The stable outlook reflects Standard & Poor's expectations that, within the two-year outlook horizon, Sault Ste. Marie's tax-supported debt burden will not increase materially as a proportion of adjusted operating revenue, and that budgetary performance will remain fairly stable with operating surpluses above 5% of adjusted operating revenues and modest after-capital deficits not exceeding 5% of total adjusted revenues. We could revise the outlook to positive or raise the ratings if the city meets these expectations and enacts detailed long-range capital and borrowing plans that do not differ substantially from our current estimates. Although we view a negative rating action as unlikely in the next two years, we could revise the outlook to negative or lower the rating if Sault Ste. Marie were to issue considerably more debt than expected, liquidity were to erode meaningfully, or there were a significant decline in budgetary performance.

Published Rating Factor Scores

Table 1

City of Sault Ste. Marie -- Summary of Published Rating Factor Scores*

Rating factor	Score
Institutional framework	Predictable and well-balanced
Financial management	Neutral
Liquidity	Very positive

*Standard & Poor's ratings on local and regional governments are based on, among other things, a scoring system that covers eight main rating factors, as further explained in our criteria (see below). We publish our scores for the three rating factors above.

Key Sovereign Statistics

Sovereign Risk Indicators, July 1, 2013

Key Statistics

**Research Update: City of Sault Ste. Marie 'A+' Ratings Affirmed On Low Debt And Very Positive Liquidity;
Outlook Stable**

Table 2

City of Sault Ste. Marie -- Economic Statistics			
	--Fiscal year ended Dec. 31--		
(%)	2010	2011	2012
Population	75,103	75,141	75,683
Population growth	0.05	0.05	0.72
GDP per capita (C\$)	36,097	35,959	35,279
Real GDP growth	1.92	(0.33)	(1.18)
Unemployment rate	10.00	8.90	7.50

Sources: City sources and Standard & Poor's.

Table 3

City of Sault Ste. Marie -- Financial Statistics						
	--Fiscal year ended Dec. 31--					
(Mil. C\$)	2010	2011	2012	2013bc	2014bc	2015bc
Operating revenues	183	179	187	193	198	203
Operating expenditures	163	163	170	176	182	188
Operating balance	20	16	17	17	16	14
Operating balance (% of operating revenues)	11.00	9.01	9.10	8.78	7.96	7.11
Capital revenues	13	14	6	6	9	10
Capital expenditures (capex)	31	30	24	20	29	30
Balance after capital accounts	2	(0)	(1)	3	(4)	(6)
Balance after capital accounts (% of total revenues)	0.94	(0.08)	(0.39)	1.71	(1.93)	(2.83)
Debt repaid	3	2	3	2	3	2
Balance after debt repayment	(1)	(3)	(4)	1	(7)	(8)
Balance after debt repayment (% of total revenues)	(0.71)	(1.34)	(1.92)	0.66	(3.20)	(3.77)
Gross borrowings	0	1	0	0	6	0
Balance after borrowings	(1)	(2)	(4)	1	(0)	(8)
Operating revenue growth (%)	3.34	(1.98)	4.53	2.88	2.51	2.52
Operating expenditure growth (%)	3.14	0.21	4.43	3.24	3.43	3.46
Modifiable revenues (% of operating revenues)	79.71	83.13	84.18	84.98	85.69	86.35
Capital expenditures (% of total expenditures)	16.07	15.64	12.21	10.16	13.77	13.77
Direct debt (outstanding at year-end)	18	20	15	12	16	14
Direct debt (% of operating revenues)	9.80	11.00	7.77	6.46	8.27	7.08
Tax-supported debt (% of consolidated operating revenues)	9.80	11.00	7.77	6.46	8.27	7.08
Interest (% of operating revenues)	0.57	0.53	0.45	0.36	0.37	0.39
Debt service (% of operating revenues)	2.34	1.88	2.03	1.45	1.71	1.37

bc--Base case reflects Standard & Poor's expectations of the most likely scenario. Downside case represents some but not all aspects of Standard & Poor's scenarios that could be consistent with a downgrade. Upside case represents some but not all aspects of Standard & Poor's scenarios that could be consistent with an upgrade.

5(v)

Related Criteria And Research

- International Local And Regional Governments Default And Transition Study: 2012 Saw Defaults Spike, March 28, 2013
- Principles Of Credit Ratings, Feb. 16, 2011
- Methodology For Rating International Local And Regional Governments, Sept. 20, 2010

In accordance with our relevant policies and procedures, the Rating Committee was composed of analysts that are qualified to vote in the committee, with sufficient experience to convey the appropriate level of knowledge and understanding of the methodology applicable (see 'Related Criteria And Research'). At the onset of the committee, the chair confirmed that the information provided to the Rating Committee by the primary analyst had been distributed in a timely manner and was sufficient for Committee members to make an informed decision.

After the primary analyst gave opening remarks and explained the recommendation, the Committee discussed key rating factors and critical issues in accordance with the relevant criteria. Qualitative and quantitative risk factors were considered and discussed, looking at track-record and forecasts. The chair ensured every voting member was given the opportunity to articulate his/her opinion. The chair or designee reviewed the draft report to ensure consistency with the Committee decision. The views and the decision of the rating committee are summarized in the above rationale and outlook.

Ratings List

Ratings Affirmed

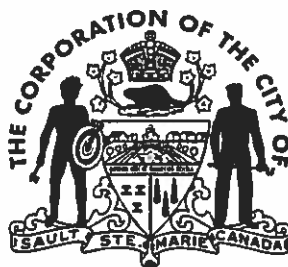
Sault Ste. Marie (City of)

Issuer credit rating	A+/Stable/--
Senior unsecured debt	A+

Complete ratings information is available to subscribers of RatingsDirect at www.globalcreditportal.com and at www.spcapitaliq.com. All ratings affected by this rating action can be found on Standard & Poor's public Web site at www.standardandpoors.com. Use the Ratings search box located in the left column.

Jerry Dolcetti, RPP
Commissioner

Madison Zuppa, MES
Environmental Initiatives Coordinator



ENGINEERING & PLANNING
DEPARTMENT

Engineering & Construction Division

2013 11 04

File: 4.277

Mayor Debbie Amaroso and
Members of City Council

RE: SOLAR PHOTOVOLTAIC FIT APPLICATIONS

PURPOSE

The purpose of this report is to request Council support for two (2) additional solar photovoltaic applications being submitted to the Ontario Power Authority Feed-In-Tariff Program.

BACKGROUND

The Feed-In-Tariff (FIT) is a provincial program administered by the Ontario Power Authority (OPA), which provides a pre-determined rate per kWh generated depending on the project type (i.e. rooftop solar, ground mounted solar, etc.). The OPA initiated a review of the program in the Summer/Fall of 2013 and have recently released new program rules for FIT 3.0, including domestic content changes, price adjustments and an updated TAT. The updated TAT, which can be found on the OPA's website¹, indicates that the Sault Ste. Marie Area has approximately 10 MW of available capacity. Many applications that did not receive FIT 2.0 contracts will be able to re-apply to the OPA between November 4 through December 20, 2013, but will be subject to the FIT 3.0 rules.

Under the FIT 3.0 rules, priority points could be awarded to projects that receive municipal Council endorsement in the form of an OPA prescribed "Municipal Council Support Resolution". Proponents for the following projects have requested Council support (see Schedule A):

1. Notre-Dame-du-Sault, 600 North Street, Sault Ste. Marie, Ontario, P6B 2B9, application for 100 kW rooftop solar photovoltaic system; and
2. GFL Environmental Corp., 86 Sackville Road, Sault Ste. Marie, Ontario, P6B 4T6, application for 100 kW rooftop solar photovoltaic.

These projects are requesting support in addition to those presented elsewhere on the Council agenda.

¹ OPA. 2013. Transmission Availability Table: October 9, 2013. [Online]. Available at:
http://fit.powerauthority.on.ca/sites/default/files/version3/TAT%20table%20-%20October%209%202013%20%28final%29_0.pdf

These projects support the Alternative Energy Capital of North America declaration carried at the regular Council meeting dated 2008 09 08:

Moved by Councillor S. Butland; Seconded by Councillor T. Sheehan: Resolved that Council adopt the mantle of being the "Alternative Energy Capital of North America".

The projects are also important to the development and maintenance of the community's role in the alternative energy sector. The presence of solar energy generation and manufacturing has positively influenced the economic and environmental landscape of the community.

ANALYSIS

Information was provided by Matt Wawzonek, MMM Group Ltd. (project 1); and Warren Ali, Wirsol Solar Canada Inc. (project 2).

IMPACT

There is no budgetary impact. Building permits will be required for the rooftop solar photovoltaic projects proposed, but local zoning and by-laws do not apply.

STRATEGIC PLAN

The Corporate Strategic Plan contains numerous references to environmental awareness and a reduction in CO₂ emissions; however, renewable energy projects are not included.

RECOMMENDATION

That the report of the Environmental Initiatives Coordinator concerning the solar photovoltaic FIT applications be received. By-law 2013-207 appears elsewhere on the agenda authorizing two (2) Municipal Council Support Resolutions and is recommended for approval.

Respectfully submitted,



Madison Zuppa, MES
Environmental Initiatives Coordinator

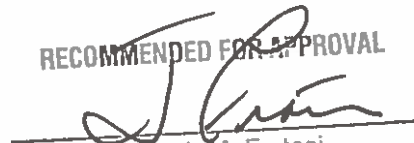
Recommended for approval,



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

Attach.

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

PRESCRIBED FORM: MUNICIPAL COUNCIL SUPPORT RESOLUTION CONFIRMATION

(Sections 5.1(g) of the FIT Rules, Version 3.0)

OPARP/F-FIT-022r1

The Prescribed Form may be completed and provided to the OPA by an Applicant that had received a FIT Rules, Version 2.1 Template: Municipal Council Support Resolution (that was not a blanket support resolution) that was issued by the Local Municipality prior to October 9, 2013 in relation to the Applicant and the Project. The Prescribed Form: Municipal Council Support Resolution Confirmation may not be used as a substitute for a Template: Municipal Council Support Resolution where no Template: Municipal Council Support Resolution was issued for the Project previously.

Capitalized terms not defined in this form have the meanings ascribed thereto in the FIT Rules, Version 3.0.

1. I am the/an: _____ Mayor and City Clerk _____ of the
_____ City of Sault Ste. Marie _____ (the "Municipality"),

and have the delegated authority to provide this confirmation on behalf of the Municipality and without personal liability.

2. _____ Conseil scolaire catholique du Nouvel-Ontario _____ (the "Applicant")
(This must be the same Applicant (i.e. same name) as stated in the Municipal Council Support Resolution originally provided as attached)

proposes to construct and operate a _____ rooftop solar PV system
(This must be the same description as stated in the Municipal Council Support Resolution originally provided as attached)

(the "Project") on _____ Notre-Dame-du-Sault, 600 North Street
(This must be the same description as the Lands in the Municipal Council Support Resolution originally provided as attached)

(the "Lands") in the Municipality under the Provinces FIT Program.

3. The Council of the Municipality (the "Council") had previously provided the Municipal Council Support Resolution attached as Exhibit "A" for the Project indicating by resolution the Council's support for the construction and operation of the Project on the Property.

4. I have confirmed that the Project being proposed by the Applicant under the Province's FIT Program is the same Project on the same Lands as the Project that was the subject of the Municipal Council Support Resolution attached as Exhibit "A".

5. I confirm that the Municipal Council Support Resolution attached as Exhibit "A" is still in effect and that the Council has not rescinded, revoked or repealed such resolution and confirm that the Municipality supports the construction and operation of the Project on the Lands.

DATE: _____

Signature: _____

FIT reference number: _____
(The reference number must be inserted by the Applicant in order for the resolution to comply with the FIT rules, even where Local Municipal letterhead is used. This is not to be inserted by the Local Municipality.)

Signature: _____
Name: _____
Title: _____

57(w)

PRESCRIBED FORM/TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 6.1(d)(i) - FIT Rules, Version 2.0

OPARP/FIT-015r3

Capitalized terms not defined herein have the meanings ascribed thereto in the FIT Rules, Version 2.0.

Resolution NO: _____

Date: 7-Jan-13 _____

WHEREAS Conseil scolaire catholique du Nouvel-Ontario (the "Applicant") proposes to construct and operate a
_____ rooftop solar PV system _____

(the "Project") on Notre-Dame-du-Sault, 600 North Street (the "Lands") in
Sault Ste. Marie _____ under the Province's FIT Program;

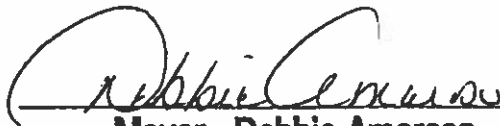
AND WHEREAS the Applicant has requested that Council of Sault Ste. Marie
indicate by resolution Council's support for the construction and operation of the Project on the Property;

AND WHEREAS, pursuant to the rules governing the FIT Program (the "FIT Rules"), Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other persons applying for FIT Contracts;

NOW THEREFORE BE IT RESOLVED THAT:

Council of the City of Sault Ste. Marie supports the
construction and operation of the Project on the Lands.

This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project or any other purpose.



Mayor - Debbie Amaroso


(Note: signature lines for councillors or other representatives, as appropriate)

City Clerk - Malcolm White

FIT reference number: FIT-FW212KI
(Note: Must be inserted by Applicant to complete Application)

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

(Section 5.1(g)(i) of the FIT Rules, Version 3.0)

OPARP/FIT-012r2

Resolution NO: _____

Date: _____

[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 3.0.

[AND WHEREAS] _____ Wirsol Solar Canada Inc. _____ (the "Applicant") proposes to construct and operate a

Rooftop Solar Facility

(the "Project") on _____ 86 Sackville Road _____ (the "Lands") in

City of Sault Ste. Marie _____ under the Province's FIT Program;

[AND WHEREAS] the Applicant has requested that Council of _____ City of Sault Ste. Marie _____
indicate by resolution Council's support for the construction and operation of the Project on the Property;

[AND WHEREAS], pursuant to the FIT Rules, Version 3.0, Applications whose Projects receive the formal support of Local
Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons
applying for FIT Contracts;

[NOW THEREFORE BE IT RESOLVED THAT]:

Council of the _____ City of Sault Ste. Marie _____ supports the
construction and operation of the Project on the Lands.

This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the
purpose of any other form of municipal approval in relation to the Application or Project or any other purpose.

Title:

Title:

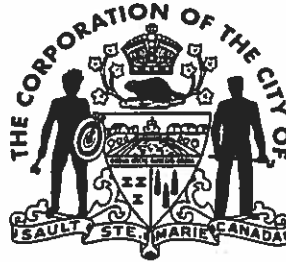
(signature lines for elected representatives.)

FIT reference number: _____

*(The reference number must be inserted by the Applicant in order for the resolution
to comply with the FIT rules, even where Local Municipal letterhead is used. This is not to
be inserted by the Local Municipality.)*

Jerry Dolcetti, RPP
Commissioner

Don Elliott, P. Eng.
Director of Engineering Services



ENGINEERING & PLANNING
DEPARTMENT

Engineering & Construction Division

2013 09 23

File: B-07-01

Mayor Debbie Amaroso and
Members of City Council

**RE: SIDEWALK CONSTRUCTION – FROM 303/313 MACDONALD TO PINE STREET,
SOUTH SIDE**

PURPOSE

The purpose of the report is to address the following Council resolution from the 2013 08 12 meeting:

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.

BACKGROUND

The City has numerous outstanding requests for sidewalks, totaling into the millions of dollars. There are insufficient funds to meet all of the needs. The intention is to provide some new sidewalks to meet these needs when we are reconstructing or resurfacing in the area, such as the west side of Great Northern Road north of Second Line. It is more cost effective when we have a contractor working in the immediate vicinity. Sidewalk projects are considered against other priorities in the capital and miscellaneous construction budgets.

ANALYSIS

This road is classified as an urban collector. The most recent traffic count indicates an average annual daily traffic of 6000 vehicles per day, so it would not be considered arterial. PWT completed a pedestrian count on Thursday, August 29th, 2013. Three (3) pedestrians came or went from the condominium complex in an eight hour period; two crossed MacDonald at the condominium driveway, then proceeded east to cross the north side of the Pine Street intersection. The third pedestrian came from Pine Street (west side) in a north bound direction and turned west to walk on the grass to the apartment complex. A fourth pedestrian, not from the apartments, walked the south side of MacDonald Avenue along the grass in an east bound direction and went south on Pine Street (west side). Seven (7) other people from the condominium complex crossed midblock to use the park across the street, mostly to walk their dogs, but did not proceed to the intersection. It appears demand for the sidewalk is low.

Engineering technical staff has determined that the construction of a 1.5 meter wide concrete sidewalk is feasible here, located between the property line and the utility poles, although there may be additional cost for a retaining wall at the parking lot for Civic 313 due to the significant difference in grade.

The construction of a new sidewalk is subject to the local improvement process. Notices would be sent to the owners of the buildings, in this case the condominium association(s). If there is no successful petition against it, then the project would be evaluated together with all of the other sidewalk priorities in the miscellaneous construction list for future consideration.

IMPACT

A pre-design, preliminary budget cost estimate for engineering and construction of this sidewalk is \$40,000. The local improvement rate collected from the property owners would amount to \$27 per meter, totalling approximately \$2,400.

STRATEGIC PLAN

Sidewalk construction is linked to the Transportation Network Improvements objective under the Developing Solid Infrastructure strategic direction

RECOMMENDATION

The Engineering Department recommends that this sidewalk proposal proceed through the local improvement process. If there is no petition against it, then the project will be placed on the outstanding miscellaneous construction list where it will be considered annually for construction in a future capital works or miscellaneous construction program, if given a high enough priority.

Respectfully submitted,



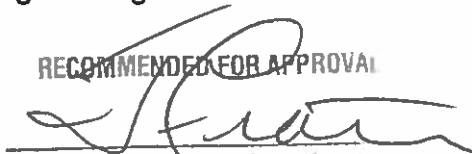
Don Elliott, P. Eng.
Director, Engineering Services

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

Malcolm White

From: Elaine Irwin <elaineirwin1@shaw.ca>
Sent: Wednesday, October 30, 2013 12:29 PM
To: Malcolm White
Cc: Jeanine Laity
Subject: Sidewalk Petition for November 4th City Council Meeting

Mr. Malcolm White,

This letter is to support the petition to City Council for a sidewalk from the Pinecrest and Parkview properties on MacDonald Avenue, east to Pine Street. The petition is be presented at the November 4th City Council meeting.

There are a total of 108 residences at Parkview and Pinecrest Condominiums located on MacDonald Avenue. Currently there is no safe way of exiting the property except by car. To walk to any stores, residents must cross to the north side of MacDonald Avenue. This is especially dangerous during winter months. We also have many long time homeowners that are quite elderly. Being able to keep these people in their homes and provide a safe environment is important.

I am unfortunately unable to attend the meeting on November 4th due to health issues, but ask that the Members of City Council support our petition for a short sidewalk to Pine Street.

Thank you,

Elaine Irwin
Secretary of the Board of Directors for Parkview Condominium Association
303 MacDonald Ave.

Malcolm White

From: Ada Della Penta <adadellapenta@gmail.com>
Sent: Wednesday, October 30, 2013 10:58 AM
To: Malcolm White
Subject: Support letter re petition for November 4 presentation to Council

Dear Mr. White,

Would you please pass this letter of support on to the members of City Council to accompany the petition for Nov.4.

Members of City Council, I ask that you support our petition for a 88 meter sidewalk at the top of our driveway to Pine Street. This is important as our two buildings have a total of 108 homeowners who have no safe way to get across to the north side of MacDonald Ave where the park and shops are located.

We cannot walk along MacDonald Ave safely as it is a very busy street and quite dangerous to do so as cars head eastbound and move over to the right side of the roadway to go south on Pine Street, in this short distance from our driveway to Pine Street.

I am a member of the Accessibility Committee, as a citizen appointed by City Council and know that our City is doing a lot to provide safe and accessible options for people. I commend City Council for doing so, it is very important to keep our seniors active and engaged. This small piece of sidewalk would do just that for these 108 homeowners.

I am sorry I cannot attend the meeting on Nov.4 as I am out of town.

Thank you for your consideration of this request.

Sincerely,

Ada Della Penta,
Chair of the Board Pinecrest Condominium Association
313 MacDonald Ave.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-207

RESOLUTIONS: (E2.1) A by-law to authorize the execution of two (2) Municipal Council Support Resolutions to support two (2) solar photovoltaic Feed-In-Tariff (FIT) applications being submitted to the Ontario Power Authority Feed-In-Tariff 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 the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to two (2) Municipal Council Support Resolutions in the form of Schedules "A" and "B" hereto attached and dated the 4th day of November, 2013, to support two (2) solar photovoltaic FIT applications being submitted to the Ontario Power Authority Feed-In-Tariff Program.

2. **SCHEDULES "A" and "B"**

Schedules "A" and "B" form a part of this by-law.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 4th day of November, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

cf LEGAL\STAFF\BYLAWS\2013\2013-207 SOLAR PHOTOVOLTAIC FIT APPLICATIONS.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(+)

PRESCRIBED FORM: MUNICIPAL COUNCIL SUPPORT RESOLUTION CONFIRMATION

(Sections 5.1(g) of the FIT Rules, Version 3.0)

OPARP/FIT-022r1

The Prescribed Form may be completed and provided to the OPA by an Applicant that had received a FIT Rules, Version 2.1 Template: Municipal Council Support Resolution (that was not a blanket support resolution) that was issued by the Local Municipality prior to October 9, 2013 in relation to the Applicant and the Project. The Prescribed Form: Municipal Council Support Resolution Confirmation may not be used as a substitute for a Template: Municipal Council Support Resolution where no Template: Municipal Council Support Resolution was issued for the Project previously.

Capitalized terms not defined in this form have the meanings ascribed thereto in the FIT Rules, Version 3.0.

1. I am the/an: Mayor and City Clerk of the
City of Sault Ste. Marie (the "Municipality"),
and have the delegated authority to provide this confirmation on behalf of the Municipality and without personal liability.
2. Conseil scolaire catholique du Nouvel-Ontario (the "Applicant")
(This must be the same Applicant (i.e. same name) as stated in the Municipal Council Support Resolution originally provided as attached)
proposes to construct and operate a rooftop solar PV system
(This must be the same description as stated in the Municipal Council Support Resolution originally provided as attached)
(the "Project") on Notre-Dame-du-Sault, 600 North Street
(This must be the same description as the Lands in the Municipal Council Support Resolution originally provided as attached)
(the "Lands") in the Municipality under the Provinces FIT Program.
3. The Council of the Municipality (the "Council") had previously provided the Municipal Council Support Resolution attached as Exhibit "A" for the Project indicating by resolution the Council's support for the construction and operation of the Project on the Property.
4. I have confirmed that the Project being proposed by the Applicant under the Province's FIT Program is the same Project on the same Lands as the Project that was the subject of the Municipal Council Support Resolution attached as Exhibit "A".
5. I confirm that the Municipal Council Support Resolution attached as Exhibit "A" is still in effect and that the Council has not rescinded, revoked or repealed such resolution and confirm that the Municipality supports the construction and operation of the Project on the Lands.

DATE: NOV 04 2013

Signature: Mayor - Debbie Amaroso

Signature:
Name: <u>City Clerk - Malcolm White</u>
Title:

FIT reference number: _____
(The reference number must be inserted by the Applicant in order for the resolution to comply with the FIT rules, even where Local Municipal letterhead is used. This is not to be inserted by the Local Municipality.)

10(+)

PRESCRIBED FORM/TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 6.1(d)(i) - FIT Rules, Version 2.0

OPARP/FIT-015r3

Capitalized terms not defined herein have the meanings ascribed thereto in the FIT Rules, Version 2.0.

Resolution NO: _____

Date: 7-Jan-13 _____

WHEREAS Conseil scolaire catholique du Nouvel-Ontario (the "Applicant") proposes to construct and operate a
rooftop solar PV system

(the "Project") on Notre-Dame-du-Sault, 600 North Street (the "Lands") in
Sault Ste. Marie under the Province's FIT Program;

AND WHEREAS the Applicant has requested that Council of Sault Ste. Marie
indicate by resolution Council's support for the construction and operation of the Project on the Property;

AND WHEREAS, pursuant to the rules governing the FIT Program (the "FIT Rules"), Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other persons applying for FIT Contracts;

NOW THEREFORE BE IT RESOLVED THAT:

Council of the City of Sault Ste. Marie supports the
construction and operation of the Project on the Lands.

This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project or any other purpose.


Mayor - Debbie Amaroso

(Note: signature lines for councillors or other representatives, as appropriate)

City Clerk - Malcolm White

FIT reference number: FIT-FW212KI
(Note: Must be inserted by Applicant to complete Application)

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

(Section 5.1(g)(i) of the FIT Rules, Version 3.0)

OPARP/I-FIT-012r2

Resolution NO: _____

Date: _____

[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 3.0.

[AND WHEREAS] _____ Wirsol Solar Canada Inc. (the "Applicant") proposes to construct and operate a
 _____ Rooftop Solar Facility

 (the "Project") on _____ 86 Sackville Road _____ (the "Lands") in
 _____ City of Sault Ste. Marie _____
 _____ under the Province's FIT Program;

[AND WHEREAS] the Applicant has requested that Council of _____ City of Sault Ste. Marie
 indicate by resolution Council's support for the construction and operation of the Project on the Property;

[AND WHEREAS], pursuant to the FIT Rules, Version 3.0, Applications whose Projects receive the formal support of Local
 Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons
 applying for FIT Contracts;

[NOW THEREFORE BE IT RESOLVED THAT]:

Council of the _____ City of Sault Ste. Marie _____ supports the
 construction and operation of the Project on the Lands.

This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the
 purpose of any other form of municipal approval in relation to the Application or Project or any other purpose.

Title: _____
Mayor - Debbie Amaroso

Title: _____
City Clerk - Malcolm White

(signature lines for elected representatives.)

FIT reference number: _____

(The reference number must be inserted by the Applicant in order for the resolution
 to comply with the FIT rules, even where Local Municipal letterhead is used. This is not to
 be inserted by the Local Municipality.)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-208

PARKING: (P3.9(3)) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the *Police Services Act*, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS** as follows:

1. **SCHEDULE "A" TO BY-LAW 90-305 AMENDED**

Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 4th day of November, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

NOTICE

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.

CITY SOLICITOR

<u>ADGE SPECIAL CONSTABLE</u>	<u>EMPLOYER</u>	<u>PROPERTY LOCATION</u>
12 ROUSE,BRIAN	ALGOMA UNIVERSITY	1520 QUEEN ST E
26 MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST.
30 RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
35 ORR,DEREK	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
59 BARONE,MARCELLO	ALGOMA UNIVERSITY	1520 QUEEN ST E
109 SEBECIC,JOHN,LUDVIC	DENTAL BUILDING	946 & 216 QUEEN ST E.
113 TAYLOR,GARY	ALGOMA UNIVERSITY	1520 QUEEN ST E
115 LEE,RICHARD,JOHN	ALGOMA UNIVERSITY	1520 QUEEN ST E
138 CAIN,JOSEPH	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
151 PARR,DEREK,RAYMOND	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
153 TASSONE,VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163 BUMBACCO,PHILIP,CARMEN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
178 D'AGOSTINI,ROSEMARY	DR. RAYMOND CHO	71 & 131 EAST ST.
191 BROWN,STEVEN,GEORGE	SEP.SCHOOL BOARD	SEPARATE SCHOOL BOARD PROPERTIES
196 SEABROOK,LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
240 MASON,STEPHEN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
241 COGHILL,ROBIN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
246 CHAN,GILBERT	DR. RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
249 CHO LINDA	DR. RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
253 TRAVSON,TERRANCE(TERRY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
267 CORBIERE,JOHN(TED)	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
276 SMITH DENNIS,ROBERT	G4S SECURE SOLUTIONS	AIRPORT
314 AASEN,PAULINE	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E
321 LORENZO,COREY	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
334 MILLER,BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREAS
335 GROSSO,DONALD	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
343 CHILLMAN,JODI	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
344 HARPE,KENNEITH	DAYS INN	DAYS INN HOTEL
346 HAZELTON,MARGARET	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
354 STEEVES,ROBERT	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
366 TROINOW,VICTORIA	G4S SECURE SOLUTIONS	AIRPORT
369 CARMICHAEL,MARY	ON FINNISH HOME ASS.	FINNISH REST HOME
370 HANSEN,LOUIS	ON FINNISH HOME ASS.	FINNISH REST HOME
372 BENOIT,ALAIN	ON FINNISH HOME ASS.	FINNISH REST HOME
374 TAAVEL,ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREAS
376 FINN,ROBERT	G4S SECURE SOLUTIONS	AIRPORT
377 BADGERO,PAUL	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
384 BOREAN,RICK	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
389 SANDIE,KEVIN	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
391 MCLEOD,HEATHER	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
397 LAFFRAMBOISE,YVON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
400 JOHNSON,MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
404 HUDSON,BRIAN	CORPS OF COMM	22 BAY ST (FEDERAL BUILDING)
405 MATCHETT,CASEY	G4S SECURE SOLUTIONS	AIRPORT/ HOSPITAL
406 LEBLANC,SERGE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
410 POYNER,HAROLD	G4S SECURE SOLUTIONS	AIRPORT
411 MOORE,ROBERT	G4S SECURE SOLUTIONS	AIRPORT
413 HILL,MICHAEL	G4S SECURE SOLUTIONS	SAULT HOSPITAL
420 FABIANO,ANTONIO	G4S SECURE SOLUTIONS	AIRPORT
423 VANDERLIFT,DYLAN	CORPS OF COMM	SAULT HOSPITAL
430 RUSCIO,DOMINIC	MAJOR CONTR.	TRAVELODGE
431 DICKSON,SHANE	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
435 TRUMBLE,GEORGE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
439 LAMBERT,JOSEPH	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E
440 HAMMERSTEDT,ERIC	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
441 WILSON,DAVID	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
442 MACLENNAN,MATTHEW	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
443 MARCIL,MARK	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
444 MARSHALL,JONATHAN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
446 HALUDAY,DANA	SAULT COLLEGE	SAULT COLLEGE
447 FRIGAU,JESE	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
450 CHAPMAN,DANIEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
452 ROGERS,RICHARD	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
453 DERASP,RICHARD	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
455 BOYCHUK,BLAINE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
458 CONEYBEARE,KEVIN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
459 ROBINSON,GEORGE	CORPS OF COMM	SAULT AREA HOSPITAL
459 SLEEMAN,RAY	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
460 BOUGIE,DAH	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
462 GAULT,JAMES	CORPS OF COMM	SAULT AREA HOSPITAL
463 MORIN,ALEX	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
464 DITOMMASO,RYAN	2220917 ONT. INC.	489 BAY ST.
465 DELAVALLE,DON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
467 BERNIER,JUNE	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
468 AGNEW,BRENDAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
469 SANTELLI,DOMINIC	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
470 WOOLLEY,NATHANIEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
471 STOYCHEFF,CHRISOPHER	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
472 BRUNETTA,ANGELO	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
474 MANCUSO,ANTHONY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
475 TORRANCE,RENEE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
477 BROWLEY,DAVID	CORPS OF COMM	SAULT AREA HOSPITAL
479 GROULX,VINCE	CORPS OF COMM	SAULT AREA HOSPITAL
480 TELFORD,JASON	CORPS OF COMM/NORPRO	SAULT AREA HOSPITAL /REGENT PRO./S.COLLEGE/QUEENSCENTRE/GHC/AHP

401	FORD, BRIAN	NORTH EAST SECURITY	S. COLLEGE/A. UNIVERSITY & RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
402	LEWCHELLE, BRACE	CORPS OF COMM	SAULT AREA HOSPITAL
404	MCLEOD, VIRGINIA	CITY OF SAULT STE MARIE BELLUVE MARINA & BONDAR MARINE & PARK	
405	ARMSTRONG, KENNETH	CITY OF SAULT STE MARIE BELLUVE MARINA & BONDAR MARINE & PARK	
406	LONGO, NADIA	GT. NORTHERN RET. HOME 760 GREAT NORTHERN RD.	
407	ROUGEAU, MARISA	GT. NORTHERN RET. HOME 760 GREAT NORTHERN RD.	
408	LEFLEUR, MARILYN	GT. NORTHERN RET. HOME 760 GREAT NORTHERN RD.	
409	MCQUEEN, WANDA	GT. NORTHERN RET. HOME 760 GREAT NORTHERN RD.	
410	LUXTON, JEFF	GT. NORTHERN RET. HOME 760 GREAT NORTHERN RD.	
412	PARKER, MICHAEL	NORTH EAST SECURITY	S. COLLEGE/A. UNIVERSITY & RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
413	BROWN, FRASER	NORTH EAST SECURITY	S. COLLEGE/A. UNIVERSITY & RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
414	SHEWFELT, CODY	G4S SECURE SOLUTIONS	AIRPORT
417	ALLEN, ROBERT	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
418	MARQUES, STEVEN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
419	SCALI, NICOLA	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
420	EASBY, JOSHUA	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
421	QUARRELL, ROBERT	ELSTRONG MANAGEMENT	821, 827, 831 MACDONALD AVE
422	HAMEL, CHRIS	ELSTRONG MANAGEMENT	821, 827, 831 MACDONALD AVE
423	HAMEL, MELANIE	ELSTRONG MANAGEMENT	821, 827, 831 MACDONALD AVE
425	JONES, CHELSEY	NORTH EAST SECURITY	S. COLLEGE/A. UNIVERSITY & RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
427	SMYTHE, RICHARD	BANK OF MONTREAL	556 QUEEN ST E
429	MATTALO, JOE	CORPS OF COMM	SAULT AREA HOSPITAL
431	ADAIR, BRENDAN	CORPS OF COMM	SAULT AREA HOSPITAL
432	DIMMA, JUSTIN	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
433	MEINCKE, KEN	CORPS OF COMM	SAULT AREA HOSPITAL
434	BONIFERRO, BRIAN	CORPS OF COMM	SAULT AREA HOSPITAL
435	MANGONE, MATT	CORPS OF COMM	SAULT AREA HOSPITAL
436	GAY, JAMES	NORTH EAST SECURITY	S. COLLEGE/A. UNIVERSITY & RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
437	ROY, BRENDA	NORTH EAST SECURITY	S. COLLEGE/A. UNIVERSITY & RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
438	TREPASSO, GRANT	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
439	FRAGOMENI, JOSEPH	CORPS OF COMM	SAULT AREA HOSPITAL
440	THOMPSON, JOHN	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
442	MCNAMA, STEVEN	NORTH EAST SECURITY	S. COLLEGE/A. UNIVERSITY & RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
443	MCBRIDE, GUY	NORTH EAST SECURITY	S. COLLEGE/A. UNIVERSITY & RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
444	DUNLOP, DAVID	NORTH EAST SECURITY	S. COLLEGE/A. UNIVERSITY & RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
445	IACHETTA, CHRIS	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
446	JOHNSTON, CORY	NORTH EAST SECURITY	S. COLLEGE/A. UNIVERSITY & RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
447	KOZAK, EMILIE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
448	ROMAIN, GERALDINE	NORTH EAST SECURITY	S. COLLEGE/A. UNIVERSITY & RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
449	WADE, SAMUEL	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
451	AHIAEGBE, ENOCHUOMEN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
452	BROUILLARD, BERNARD	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
453	STILLERT, CHRISTIAN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
454	LADOUCEUR, RACHAEL	CORPS OF COMM	SAULT AREA HOSPITAL
455	HUTZAN, CHRISTIAN	CORPS OF COMM	SAULT AREA HOSPITAL
456	SAUERZOPF, JUSTIN	CORPS OF COMM	SAULT AREA HOSPITAL
457	GRAWBARGER, KYLE	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
458	MCCAIG, BRANDON	CORPS OF COMM	SAULT AREA HOSPITAL
459	CUTLER, JESSE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
460	ZEPPA, ROBERT	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
461	DIMMA, WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
462	RALPH, NANCY	NORTH EAST SECURITY	S. COLLEGE/A. UNIVERSITY & RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
463	HAYNES, MICHAEL	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
464	NELSON, MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
465	GRECO, BRYAN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
466	ZORIT, TRAVIS	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
467	LIEPA, MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
468	CARON, ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR. (CIVIC CENTRE)
469	WICKSTROM, IZAAK	G4S SECURE SOLUTIONS	AIRPORT
470	BADU, EDMUND	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
471	PIPER, ADAM	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
472	SENEGAL, GUDUR, DANIEL	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
473	ST. PIERRE, WILLIAM	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
474	IRWIN, JACOB	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
475	ROY, DARCY	G4S SECURE SOLUTIONS	AIRPORT
476	ARCAND, SCOTT	G4S SECURE SOLUTIONS	AIRPORT
477	HUTCHING'S, GEORGE	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
478	LARKIN, NICHOLAS	CORPS OF COMM	SAULT AREA HOSPITAL
479	SUMMERS, STEPHEN	CORPS OF COMM	SAULT AREA HOSPITAL
480	ADDISON, CHRISTOPHER	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
481	CARTER, TIGER	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
482	DEARING, DEVIN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
483	FLEURY, TAMMY-JO	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
484	LAPRADE, DANIEL	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
485	LISCUMB, GERALD	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
486	SWEET, WILLARD	NORTH EAST SECURITY	S. COLLEGE/A. UNIVERSITY & RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
487	BOSTON, CODY	NORTH EAST SECURITY	S. COLLEGE/A. UNIVERSITY & RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
488	PICK, DENNY	NORTH EAST SECURITY	S. COLLEGE/A. UNIVERSITY & RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
489	ZEPPA, JACOB	G4S SECURE SOLUTIONS	AIRPORT
490	BERTRAND, CHRISTOPHER	G4S SECURE SOLUTIONS	AIRPORT
491	BRESNAHAN, JAMES	SSM AIRPORT CORP.	AIRPORT - SUPERVISOR OF BUSINESS OPERATIONS
492	BELANGER, COWAN	NORTH EAST SECURITY	S. COLLEGE/A. UNIVERSITY & RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
493	RHODES, LILIAN	NORTH EAST SECURITY	S. COLLEGE/A. UNIVERSITY & RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
494	BOUCHARD, DARYL	NORTH EAST SECURITY	S. COLLEGE/A. UNIVERSITY & RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
495	LALOUDE, DANIEL	NORTH EAST SECURITY	S. COLLEGE/A. UNIVERSITY & RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
496	HULL, BRADLEY	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
497	LARVIERE, EUGENE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
498	MAKI, ROBERT	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
499	SANTERRE, JAYCE	CORPS OF COMM	SAULT AREA HOSPITAL
500	CHARETTE, ROBERT	NORTH EAST SECURITY	S. COLLEGE/A. UNIVERSITY & RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
501	PAVONI, JORDAN	NORTH EAST SECURITY	S. COLLEGE/A. UNIVERSITY & RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
502	MAITLAND, DARLA	NORTH EAST SECURITY	S. COLLEGE/A. UNIVERSITY & RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
503	MADIGAN, LORRI-ANNE	ELSTRONG MANAGEMENT	821, 827, 831 MACDONALD AVE
504	PROULX, PAUL	G4S SECURE SOLUTIONS	AIRPORT
505	WOODS, CAROL	G4S SECURE SOLUTIONS	AIRPORT
506	WERTH, KARL	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH

10(u)

588 BRUCE-SHARP, MATTHEW
589 TWENTYMAN, DANIEL
590 WARMINGTON, KAYLA
591 KUSCH, CUNTON
592 ZACK, MOLLI
593 AMBEAULT, TYLER
594 PELOSO, MATT
595 SCHMIDT, DAVE

NORPRO SECURITY
NORPRO SECURITY
NORPRO SECURITY
G4S SECURE SOLUTIONS
G4S SECURE SOLUTIONS
G4S SECURE SOLUTIONS
G4S SECURE SOLUTIONS
G4S SECURE SOLUTIONS

REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
AIRPORT/ HOSPITAL
AIRPORT/ HOSPITAL
AIRPORT/ HOSPITAL
AIRPORT/ HOSPITAL
AIRPORT/ HOSPITAL

10(4)