

AGENDA

REGULAR MEETING OF CITY COUNCIL

2013 12 02

4:30 P.M.

COUNCIL CHAMBERS

1. ADOPTION OF MINUTES

Mover: Councillor J. Krmpotich

Seconder: Councillor S. Butland

Resolved that the Minutes of the Regular Council Meeting of 2013 11 18 be approved.

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

3. APPROVE AGENDA AS PRESENTED

Mover: Councillor J. Krmpotich

Seconder: Councillor P. Christian

Resolved that the Agenda for 2013 12 02 City Council meeting as presented be approved.

4. DELEGATIONS/PROCLAMATIONS

- a) Fred Skeggs, Jean-Paul Paccioco and Paul Skeggs will be in attendance to receive the 2013 Community Development Award for 819 Queen Street East.
- b) Skye Berry-Burke, citizen and Domenic Parella, President and CEO, P.U.C. will be in attendance concerning agenda item 5.(b).
- c) Danny Krmpotich, Local Immigration Partnership will be in attendance concerning agenda item 5.(gg).
- d) Christine Pagnucco, Manager, Sault Ste. Marie Physician Recruitment and Retention will be in attendance concerning agenda item 6.(8)(a).

- e) A representative of the Searchmont Ski Association Inc. will be in attendance concerning agenda item 6.(8)(b).
- f) Tom Vair, Executive Director, Sault Ste. Marie Innovation Centre will be in attendance concerning agenda item 6.(8)(c).

PART ONE – CONSENT AGENDA

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

Mover: Councillor J. Krmpotich

Seconder: Councillor S. Butland

Resolved that all the items listed under date 2013 12 02 – Part One – Consent Agenda be approved as recommended.

- a) Correspondence from AMO is attached for the information of Council.
- b) Correspondence from PUC Services Inc. concerning water issues is attached for the information of Council.
- c) Correspondence from Suncor Energy to the City Solicitor concerning 795 Bay Street is attached for the information of Council.
- d) **Staff Travel**

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

Mover: Councillor J. Krmpotich

Seconder: Councillor P. Christian

Resolved that the report of the Chief Administrative Officer dated 2013 12 02 concerning Staff Travel requests be approved as requested.

e) Tender for One Asphalt Paver

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

Mover: Councillor J. Krmpotich

Seconder: Councillor S. Butland

Resolved that the report of the Manager of Purchasing dated 2013 12 02 be received and that the supply and delivery of one asphalt paver as required by the Public Works and Transportation Department be awarded as recommended.

f) Tender for Oils, Greases and Gear Lubricants

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

Mover: Councillor J. Krmpotich

Second: Councillor P. Christian

Resolved that the report of the Manager of Purchasing dated 2013 12 02 be received and that the tender for the supply and delivery of Oils, Greases and Gear Lubricants as required by various City departments be awarded as recommended.

g) New Tires and Tire Repairs

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

Mover: Councillor J. Krmpotich

Second: Councillor S. Butland

Resolved that the report of the manager of Purchasing dated 2013 12 02 be received and that the tender for the supply of new tires and tire repairs as required by various City departments be awarded as recommended.

h) Tender for Petroleum Products

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

Mover: Councillor J. Krmpotich

Second: Councillor P. Christian

Resolved that the report of the Manager of Purchasing dated 2013 12 02 be received and that the tender for the supply and delivery of petroleum products as required by various City departments be awarded as recommended.

i) Mayor and Council Travel Expenses – January 1 to September 30, 2013

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

Mover: Councillor J. Krmpotich

Second: Councillor S. Butland

Resolved that the report of the Commissioner of Finance and Treasurer dated 2013 12 02 concerning Mayor and Council Travel Expenses for the period January 1 to September 30, 2013 be received as information.

j) Borrowing By-laws for 2014

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

The relevant By-laws 2013-215 and 2013-216 are listed under Item 10 of the Agenda and will be read with all other by-laws under that item.

k) 2014 Municipal Election

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

Mover: Councillor J. Krmpotich

Second: Councillor P. Christian

Resolved that the report of the City Clerk dated 2013 12 02 concerning the 2014 Municipal Election be received as information.

l) Correspondence from the General Manager, Sault Ste. Marie Bridge Authority concerning toll increases is attached for the information of Council.

m) John Rhodes Community Centre – Grant Application for Sledge Hockey

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

Mover: Councillor J. Krmpotich

Second: Councillor S. Butland

Resolved that the report of the Commissioner of Community Services dated 2013 12 02 concerning Grant Application for Sledge Hockey be received and that an application be submitted to the Community Development Corporation of Sault Ste. Marie and Area – Local Initiatives Fund for a grant for a project scoping report for sledge hockey at the John Rhodes Community Centre Arena 2.

n) Sault Ste. Marie Designated Property Grant Program Request – Precious Blood Cathedral

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

Mover: Councillor J. Krmpotich

Second: Councillor P. Christian

Resolved that the report of the Manager of Recreation and Culture dated 2013 12 02 concerning a request by the Roman Catholic Episcopal Corporation for a grant under the Designated Property Grant Program for masonry removal and re-pointing on the westernmost side of Precious Blood Cathedral, a building designated under Part IV of the Ontario Heritage Act, be received and that the recommendation from the Sault Ste. Marie Municipal Heritage Committee for a grant of \$3,000 from the Designated Property Grant Program be approved.

o) 2012 Property Tax Rebate

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

Mover: Councillor J. Krmpotich

Second: Councillor S. Butland

Resolved that the report of the Manager of Recreation and Culture Division dated 2013 12 02 concerning 2012 Property Tax Rebate be received and the recommendation of the Sault Ste. Marie Municipal Heritage Committee that the

heritage property tax rebates for the 2012 tax year be paid to the recommended owners be approved.

p) **Sault Ste. Marie Designated Property Grant Program Request – Buchan House at Mockingbird Hill Farm**

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

Mover: Councillor J. Krmpotich

Seconder: Councillor P. Christian

Resolved that the report of the Manager of Recreation and Culture Division dated 2013 12 02 concerning a request by Robert Cuerrier for a grant under the Designated Property Grant Program for repairs and upgrades to the Buchan House, a building owned by the City of Sault Ste. Marie and designated under Part IV of the Ontario Heritage Act, be received and the recommendation from the Sault Ste. Marie Municipal Heritage Committee for a grant of \$4,000 from the Designated Property Grant Program (\$3,000 from the Designated Heritage Property Grant account and \$1,000 from the Designated Heritage Property reserve) be approved.

q) **Outdoor Fitness Equipment**

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

Mover: Councillor J. Krmpotich

Seconder: Councillor S. Butland

Resolved that the report of the Supervisor of Community Services dated 2013 12 02 concerning Outdoor Fitness Equipment be received as information and that the capital expenditure of \$37,500 referred to 2014 budget deliberations.

r) **206 Cathcart Street – Enforcement Status**

A report of the Chief Building Official is attached for the consideration of Council.

Mover: Councillor J. Krmpotich

Seconder: Councillor P. Christian

Resolved that the report of the Chief Building Official dated 2013 12 02 concerning 206 Cathcart Street be received as information.

s) **Solar Photovoltaic Update**

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

The relevant By-law 2013-238 is listed under Item 10 of the Agenda and will be read with all other by-laws under that item.

t) **Solar Photovoltaic FIT Applications**

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

The relevant By-law 2013-237 is listed under Item 10 of the Agenda and will be read with all other by-laws under that item.

u) **Bridge Repairs Due to Flooding – Engineering Agreement**

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

The relevant By-law 2013-225 is listed under Item 10 of the Agenda and will be read with all other by-laws under that item.

v) **Environmental Assessments for Flooding – McNabb Street and MacDonald Avenue – Engineering Agreement**

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

The relevant By-law 2013-226 is listed under Item 10 of the Agenda and will be read with all other by-laws under that item.

w) **Ontario Community Environment Fund (OCEF) Application**

A report of the Environmental Special Projects Intern is attached for the consideration of Council.

Mover: Councillor J. Krmpotich

Seconder: Councillor S. Butland

Resolved that the report of the Environmental Special Projects Intern dated 2013 12 02 concerning Ontario Community Environment Fund (OCEF) Application be accepted as information.

x) **Fire Protection Agreement Between the City and Batchewana First Nation of Ojibways**

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

The relevant By-law 2013-227 is listed under Item 10 of the Agenda and will be read with all other by-laws under that item.

y) **Request to Have City Owned Property Abutting 102 McFadden Avenue Declared Surplus to the City's Needs**

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

Mover: Councillor J. Krmpotich

Seconder: Councillor P. Christian

Resolved that the report of the City Solicitor dated 2013 12 02 concerning the City owned property abutting 102 McFadden Avenue be accepted and the

recommendation that the property be declared surplus and transferred to the owner of 102 McFadden Avenue be approved.

z) Request to Have City Owned Property Located at 22 MacDonald Avenue be Declared Surplus to the City's Needs

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

Mover: Councillor J. Krmpotich

Seconder: Councillor S. Butland

Resolved that the report of the City Solicitor dated 2013 12 02 concerning the City owned property at 22 MacDonald Avenue be accepted and the recommendation that the property be declared surplus and made available for sale be approved.

aa) Request for a Deeming By-law for Lots 268 and 269 Harris and Buckley Subdivision

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

The relevant By-law 2013-232 is listed under Item 10 of the Agenda and will be read with all other by-laws under that item.

bb) Lane Closing Application – Lloyd Subdivision, Plan 7666

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

The relevant By-laws 2013-233 and 2013-234 are listed under Item 10 of the Agenda and will be read with all other by-laws under that item.

cc) 8 Albert Street East, Licence of Occupation of City Property

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

The relevant By-law 2013-231 is listed under Item 10 of the Agenda and will be read with all other by-laws under that item.

dd) Sidewalk Snow Plowing – Breton Road from Elizabeth Street to Creery Avenue

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

Mover: Councillor J. Krmpotich

Seconder: Councillor P. Christian

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2013 12 02 concerning Sidewalk Snow Plowing – Breton Road from Elizabeth Street to Creery Avenue be received and that this sidewalk be added to the winter maintenance program.

ee) **Sidewalk Snow Plowing – Spadina Avenue, Young Street and McAllen Street**

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

Mover: Councillor J. Krmpotich

Seconder: Councillor S. Butland

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2013 12 02 concerning Sidewalk Snow Plowing – Spadina Avenue, Young Street and McAllen Street be received and that this sidewalk be added to the winter maintenance program.

ff) **Approval for a By-law for a Rental Agreement and an Addendum with Tracks and Wheels Equipment Brokers Inc. for a Winter Operations Front End Loader**

A report of the Manager of Equipment and Buildings, Public Works and Transportation is attached for the consideration of Council.

The relevant By-law 2013-239 is listed under Item 10 of the Agenda and will be read with all other by-laws under that item.

gg) **Community Progress Report: Local Immigration Partnership Sault Ste. Marie 2009 – 2013**

A report of the Sault Ste. Marie Local Immigration Partnership is attached for the consideration of Council.

Report under separate cover.

Mover: Councillor J. Krmpotich

Seconder: Councillor P. Christian

Resolved that the report of the Sault Ste. Marie Local Immigration Partnership concerning Community Progress Report: Local Immigration Partnership Sault Ste. Marie 2009 – 2013 be received as information.

hh) **Mover: Councillor J. Krmpotich**

Seconder: Councillor S. Butland

Resolved that citizen Carol Caputo be appointed to the Historic Sites Board from December 2, 2013 to December 31, 2014.

ii) **Celebrate 100! – Final Report**

Report of the Management Chair, Celebrate 100 is attached for the consideration of Council.

Mover: Councillor J. Krmpotich

Seconder: Councillor P. Christian

Resolved that the report of the Management Chair, Celebrate 100! dated 2013 12 02 concerning Celebrate 100! – Final Report be received as information.

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) Potential Rural Area Severance Moratorium

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

Mover: Councillor J. Krmpotich

Seconder: Councillor S. Butland

Resolved that the report of the Planning Division dated 2013 12 02 concerning Potential Rural Area Severance Moratorium be received and that City Council not consider a formal moratorium on multiple lot severances in the rural area and that staff advise potential applicants that new applications will be recommended to be postponed until a comprehensive review of this issue is completed.

b) The Clean Water Act and Sourcewater Protection

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

Mover: Councillor J. Krmpotich

Seconder: Councillor P. Christian

Resolved that the report of the Planning Director dated 2013 12 02 concerning the Clean Water Act and Sourcewater Protection be accepted and the following recommendations be approved:

1) that the Planning Division be assigned the role of local Source Water Protection Risk Management Office; and

2) that Council confirm its intention to appoint Peter Tonazzo as the Risk Management Official and Anjum Amin as the Risk Management Inspector once they have completed the necessary training programs; and

3) that Council authorize staff to negotiate with PUC Inc. to enter into a partnership with the City to cover the ongoing costs associated with the Risk Management Inspector position.

(7) PUBLIC WORKS AND TRANSPORTATION

(8) BOARDS AND COMMITTEES

a) Sault Ste. Marie Physician Recruitment and Retention Program

A report of the Manager of Physician Recruitment and Retention is attached for the information of Council.

b) Searchmont Ski Association Financial Guarantee

A report of the CEO Sault Ste. Marie Economic Development Corporation is attached for the consideration of Council.

Mover: Councillor J. Krmpotich

Seconder: Councillor S. Butland

A report of the CEO Sault Ste. Marie Economic Development Corporation dated 2013 11 27 concerning Searchmont Ski Association Inc. (SSAI) Financial Guarantee be received and the recommendation that the City of Sault Ste. Marie transfer \$100,000 from the Economic Diversification Fund to the Sault Ste. Marie Economic Development Corporation to be set aside as collateral for the RBC/SSAI line of credit on the condition that once the loan guarantees expire the funds will be returned to the City's Economic Diversification Fund.

c) Economic Diversification Fund Application – Next Generation Lottery and Gaming

A report of the CEO Economic Development Corporation is attached for the consideration of Council.

Mover: Councillor J. Krmpotich

Seconder: Councillor P. Christian

Resolved that the report of the CEO Economic Development Corporation concerning Economic Diversification Fund Application – Next Generation Lottery and Gaming be received and the recommendation that a maximum of a \$150,000 be contributed to the Sault Ste. Marie Innovation Centre for this project to be funded from the Economic Diversification Fund.

d) Mover: Councillor J. Krmpotich

Seconder: Councillor S. Butland

Whereas the Agawa Canyon Tour Train is one of the key attractions in our community and help bring almost 30,000 visitors, representing almost \$13 million in tourism spending; and

Whereas the SSMEDC, NOHFC and CN Rail entered agreements in good faith to help purchase upgraded rail coaches and to enhance the tour train experience; and

Whereas Tourism Sault Ste. Marie and its private sector partners have invested hundreds of thousands of dollars to help market the tour trains; and

Whereas the cancellation of the Tour Train would have a significant, negative impact on Sault Ste. Marie and area;

Now Therefore Be It Resolved that Sault Ste. Marie City Council ask CN Rail to reverse its decision to cancel the Snow Train, as it contravenes the spirit of the agreement; and

Further Be It Resolved that all avenues be explored to enable the Tour Train to remain operational and to continue to grow the rider levels for the duration of the agreement.

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

a) Mover: Councillor T. Sheehan

Seconder: Councillor P. Mick

Whereas City Council recently requested and received a presentation from the Sault Ste. Marie City Police on the perils of texting/talking on a mobile device while driving; and

Whereas it has been suggested by City Police that increased penalties could help discourage this very dangerous behaviour; and

Whereas a number of local initiatives aimed at educating citizens about the hazards of texting/talking while driving have been very successful; and

Whereas MPP Bas Balkissoon (Scarborough-Rouge River) currently has a private member's Bill 116 entitled the Manoranjana Kanagasabapathy Act, 2013 before the legislature calling for demerit points in addition to increased fines for motorists caught talking or texting while driving;

Now Therefore Be It Resolved that Sault Ste. Marie City Council lend its support to Bill 116; and

Further that City Council request that City Police redouble enforcement efforts against texting/talking while driving; and

Further that City Council applaud and encourage local educational initiatives on this extremely important subject.

b) Mover: Councillor B. Watkins

Seconder: Councillor P. Mick

Whereas many Sault Ste. Marie residents living near the Root River have experienced significant flooding as a result of several recent extraordinary rainfalls; and

Whereas the stability and configuration of the Root River within the City continues to cause great concern to these residents for their personal safety and that of their property, as well as concern to the municipality for the protection of public infrastructure, including roadways and bridges; and

Whereas there is concern about the regular maintenance of the Root River, both up and downstream of the City of Sault Ste. Marie, given that the absence of such maintenance contributes to the flooding of the river as it flows through the City; and

Whereas the Province of Ontario, both directly through the Ministry of Natural Resources and with the assistance of the regional Conservation Authority, is responsible for the stability, configuration and maintenance of the Root River,

Now Therefore Be It Resolved that the City of Sault Ste. Marie requests the Ministry of Natural Resources to immediately survey the Root River, both within the City's boundaries as well as upstream and downstream, to determine what work is required both in the short and long term that would ensure the protection of both private property and public infrastructure in Sault Ste. Marie. (copy of this resolution to be sent to the Honourable David Orazietti, Minister of Natural Resources and MPP, Sault Ste. Marie)

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 J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that all by-laws listed under Item 10 of the AGENDA under date 2013 12 03 be approved.

AGREEMENTS

a) 2013-225

A by-law to authorize an agreement between the City and Tulloch Engineering Inc. for design and contract administration of repairs to City bridges damaged in the September 10, 2013 flooding event.

A report from the Director of Engineering Services is on the agenda.

b) 2013-226

A by-law to authorize an agreement between the City and Tulloch Engineering Inc. for engineering services for the completion of two environmental assessments for flooding mitigation in the areas of McNabb Street east of Pim Street and MacDonald Avenue near Brien Avenue.

A report from the Director of Engineering Services is on the agenda.

c) 2013-227

A by-law to authorize an agreement between the City and The Batchewana First Nation of Ojibways of the Rankin Indian Reserve 15D for the provision of Fire

AGREEMENTS

a) 2013-225

A by-law to authorize an agreement between the City and Tulloch Engineering Inc. for design and contract administration of repairs to City bridges damaged in the September 10, 2013 flooding event.

A report from the Director of Engineering Services is on the agenda.

b) 2013-226

A by-law to authorize an agreement between the City and Tulloch Engineering Inc. for engineering services for the completion of two environmental assessments for flooding mitigation in the areas of McNabb Street east of Pim Street and MacDonald Avenue near Brien Avenue.

A report from the Director of Engineering Services is on the agenda.

c) 2013-227

A by-law to authorize an agreement between the City and The Batchewana First Nation of Ojibways of the Rankin Indian Reserve 15D for the provision of Fire Protection Services for the period commencing January 1, 2014 to December 31, 2018.

A report from the Fire Chief is on the agenda.

d) 2013-231

A by-law to authorize an agreement between the City and 1704608 Ontario Inc. as Licencee to permit an accessibility ramp to be placed on the City boulevard located to the southeast of 8 Albert Street East.

A report from the City Solicitor is on the agenda.

e) 2013-238

A by-law to authorize an agreement between the City as the Landlord, PUC Services Inc. as the Tenant and Simcoe County Community Energy Co-operative Inc. as the subtenant for a potential roof top solar photovoltaic system through the Feed-In-Tariff (FIT) program.

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

f) 2013-239

A by-law to authorize a rental agreement and an addendum to the agreement between the City and Tracks & Wheels Equipment Brokers Inc. for the rental of a Front End Loader for winter operations 2013/2014.

A report from the Manager of Equipment and Buildings, Public Works and Transportation is on the agenda.

g) 2013-241

A by-law to authorize A by-law to authorize an agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of the Environment for Source Protection Municipal Implementation Fund Grant Funding.

A report from the Planning Director is on the agenda.

FEES

h) 2013-235

A by-law to amend Committee of Adjustment By-law 2010-87.

Passed by Council Resolution on November 18, 2013.

FINANCING

i) 2013-215

A by-law to authorize the borrowing of \$10,000,000 to meet current expenditures until taxes are collected.

A report from the Commissioner of Finance and Treasurer is on the agenda.

j) 2013-216

A by-law to authorize the borrowing of \$15,000,000 to finance capital expenditures for short and long term purposes for The Corporation of the City of Sault Ste. Marie and \$6,200,000 for the Public Utilities Commission of the City of Sault Ste. Marie.

A report from the Commissioner of Finance and Treasurer is on the agenda.

LANE ASSUMPTION

k) 2013-233

A by-law to assume for public use and establish as a public lane, a lane in the Lloyd Subdivision, Plan 7666.

A report from the City Solicitor is on the agenda.

OFFICIAL PLAN

l) 2013-229

A by-law to adopt Amendment No. 197 to the Official Plan for the City of Sault Ste. Marie (Steven Roberts 1325 Old Garden River Road).

Passed by Council Resolution on November 18, 2013.

PARKING

m) 2013-230

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.

RESOLUTIONS

n) 2013-237

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.

STREETS

o) 2013-236

A by-law to amend Streets By-law 2008-131.

Approved by Council Resolution on November 28, 2013.

SUBDIVISION CONTROL

p) 2013-232

A by-law to deem not registered for purposes of subdivision control certain lots in the Harris and Buckley Subdivision, pursuant to section 50(4) of the *Planning Act*.

A report from the City Solicitor is on the agenda.

TAXES

q) 2013-240

A by-law to authorize an amount as a charge for a certified statement of tax account status (Tax Certificate) and to repeal By-laws 96-59, 2010-99 and 2011-37 and replace them with By-law 2013-240.

Approved by Council Resolution on November 28, 2013.

ZONING

r) 2013-228

A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 46 Melrose Avenue (Major Contracting (Algoma) Limited).

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

LANE CLOSING

s) 2013-234

A by-law to stop up, close and authorize the conveyance of a lane in the Lloyd Subdivision, Plan 7666.

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

12. ADDENDUM TO THE AGENDA

13. ADJOURNMENT

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

MINUTES

REGULAR MEETING OF CITY COUNCIL

2013 11 18

4:30 P.M.

COUNCIL CHAMBERS

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

Absent: Councillor F. Manzo (illness), Councillor F. Fata (vacation)

Officials: J. Fratesi, M. White, N. Kenny, L. Girardi, S. Schell, P. Liepa, J. Dolcetti, D. McConnell

1. ADOPTION OF MINUTES

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the Minutes of the Regular Council Meeting of 2013 11 04 be approved. CARRIED

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

3. APPROVE AGENDA AS PRESENTED

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that the Agenda for 2013 11 18 City Council meeting as presented be approved. CARRIED

4. PROCLAMATIONS/DELEGATIONS

- a) Carrie Oliver – Co-chair, Freedom Sisters was in attendance concerning proclamation – Shine the Light.
- b) Carolyn Kargiawnakis and Toni Scobie – Algoma Public Health were in attendance concerning proclamation – World AIDS Day.
- c) Rob Coleman – Sault Youth Association was in attendance to provide an update to City Council.

Moved by: Councillor T. Sheehan

Seconded by: Councillor S. Myers

Whereas the Sault Youth Association is about to be wound up; and

Whereas this organization has facilitated a variety of programs and services for the youth of Sault Ste. Marie for many years; and

Whereas the accomplishments of the Sault Youth Association include a gold youth-friendly youth designation for the City, as well as *Buskerfest*, *Fresh Magazine*, *Fresh Art Project*, *Memoirs of a Century*; and more;

Now Therefore Be it Resolved that Sault Ste. Marie City Council sincerely thank present and past Sault Youth Association board members and staff for all of their work over the years; as well as all private and public sector partners who have teamed with the Sault Youth Association to create success for youth in our community. CARRIED

Mover: Councillor T. Sheehan

Seconded: Councillor S. Myers

Resolved that Rob Coleman and David Thompson be requested to act as a resource with respect to the City of Sault Ste. Marie's re-application for a gold youth-friendly designation through the *Youth Friendly Community Recognition Program*. CARRIED

Mover: Councillor T. Sheehan

Seconded: Councillor S. Myers

Resolved that the Commissioner of Community Services be requested to report to Council as to how a youth forum to identify the needs of Sault Ste. Marie's current and future youth (and to offer possible solutions) could be undertaken. CARRIED

- d) Marianne Cox was in attendance concerning agenda item 6.(6)(d).

PART ONE – CONSENT AGENDA

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that all the items listed under date 2013 11 18 – Part One – Consent Agenda and Addendum #1 be approved as recommended. CARRIED

- a) Correspondence from AMO was received by Council.
- b) Correspondence from the Mayor of Ville De Lac-Mégantic thanking City Council for its donation was received by Council.
- c) Correspondence from the City of Greater Sudbury and Ontario North Economic Development Corporation concerning the Ring of Fire was received by Council.
- d) Correspondence and a news release from the Ministry of Natural Resources, a news release from David Oraziatti, M.P.P., and correspondence from a resident concerning a black bear management pilot program in Northern Ontario was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Whereas Sault Ste. Marie has experienced increased incidents of human-bear interaction in recent years, with bear sightings being reported in urban as well as rural areas; and

Whereas bears have been sighted at and around school yards in our community; and

Whereas public safety is of paramount concern; and

Whereas the Ministry of Natural Resources has recently announced its intent to conduct a two-year pilot program "Managing Human-Bear Conflicts";

Now Therefore Be It Resolved that Council of the City of Sault Ste. Marie confirm to Minister of Natural Resources David Oraziatti that the City of Sault Ste. Marie agrees to opt into the pilot program "Managing Human-Bear Conflicts". CARRIED

e) Council Travel

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that Mayor Debbie Amaroso be authorized to travel to the Northern Leaders Forum (2 days in December) in Timmins at an estimated cost of \$1000. CARRIED

Moved by: Councillor M. Bruni
Seconded by: Councillor T. Sheehan
Resolved that Councillor Steve Butland be authorized to travel to the Connections Energy Symposium 2013 (2 days in December) in Toronto at an estimated cost of \$500. CARRIED

f) **Staff Travel**

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

Moved by: Councillor M. Bruni
Seconded by: Councillor T. Sheehan
Resolved that the report of the Chief Administrative Officer dated 2013 11 18 concerning Staff Travel requests be approved as requested. CARRIED

g) **Financial Assistance to the Philippines**

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

Moved by: Councillor M. Bruni
Seconded by: Councillor S. Myers
Whereas on November 8, 2013 the Philippines suffered severe devastation from Typhoon Haiyan, with as many as 10,000 people estimated to have been killed; and
Whereas the people of this country have suffered a significant loss of homes and businesses on these small islands; and
Whereas the City of Sault Ste. Marie has always helped its neighbours from around the world when in need,
Now Therefore Be It Resolved that the City of Sault Ste. Marie extend its sincerest condolences to the people of the Philippines, and further that Council authorize a donation in the amount of \$7,500 to the Canadian Red Cross to assist in both the disaster relief and rebuilding of the Philippines. CARRIED

h) **Property Tax Appeals**

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

Moved by: Councillor M. Bruni
Seconded by: Councillor T. Sheehan
Resolved that pursuant to Section 357 of the *Municipal Act, 2001*, that the adjustments for the tax accounts outlined on the City Tax Collector's report of 2013 11 18 be approved and that the tax records be amended accordingly. CARRIED

Pecuniary Interest – Councillor R. Niro – spouse employed by Huron Superior Catholic District School Board

i) **2014 User Fees – By-law 2013-204**

The report of the Manager of Finance and Budgets was received by Council.

The relevant By-law 2013-204 is listed under Item 10 of the Minutes.

j) **2014 Building Permit Fee Increase**

The report of the Chief Building Official was received by Council.

The relevant By-law 2013-224 is listed under Item 10 of the Minutes.

k) **2014 Engineering Agreements**

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

The relevant By-laws 2013-217, 2013-218, 2013-219, 2013-220 and 2013-221 are listed under Item 10 of the Minutes.

l) **Environmental Assessment – Third Line East and Black Road Revision to Project Limits**

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the Design and Construction Engineer dated 2013 11 18 concerning Environmental Assessment – Third Line East and Black Road Revision to Project Limits be accepted and the recommendation to authorize an increase in the scope of the work at an additional cost of \$25,000 with funding from the existing 2013 Miscellaneous Construction allocation be approved. CARRIED

m) **Building Condition Report for 503 Bay Street (former Northern Brewery)**

The report of the Chief Building Official was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that the report of the Chief Building Official dated 2013 11 18 concerning Building Condition Report for 503 Bay Street (former Northern Brewery) be accepted and the recommendation to issue orders under the Building Standards by-law as outlined in the report be approved. CARRIED

n) **Removal of Rubber Sidewalk – Queen Street East**

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the Design and Construction Engineer dated 2013 11 18 concerning Removal of Rubber Sidewalk – Queen Street East be received as information. CARRIED

o) **Hub Trail and Cycling Master Plan – Additional Spokes and “Gaps” Assessment**

The report of the Planning Division was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that the report of the Planning Division dated 2013 11 18 concerning the Hub Trail and Cycling Master Plan – Additional Spokes and “Gaps” Assessment be received and the recommendation that the John Rowswell Hub Trail and the proposed east, north and west routes be endorsed for inclusion as part of the Trans Canada Trail. CARRIED

The relevant By-law 2013-223 is listed under Item 10 of the Minutes.

p) Solar Photovoltaic FIT Applications

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

The relevant By-law 2013-222 authorizing five municipal council support resolutions appears under Item 10 of the Minutes.

q) Moonlight Magic – November 20-21, 2013

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

The relevant By-law 2013-213 is listed under Item 10 of the Minutes.

r) Winter Operations at Public Works

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the Commissioner of Public Works and Transportation dated 2013 11 18 concerning Winter Operations at Public Works be received as information. CARRIED

s) 2014 Ontario Municipal Partnership Fund (OMPF) Grant

The report of the Manager of Finance and Budgets was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that the report of the Manager of Finance and Budgets dated 2013 11 18 concerning the 2014 Ontario Municipal Partnership Fund (OMPF) grant be received as information. CARRIED

t) Correspondence between the Commissioner of Engineering and Planning to Chris Raikou, Terminal Manager, Shell Canada Limited concerning Distribution Terminal Property at 1010 McNabb Street was received by Council.

u) 1743503 Ontario Inc. – 496 Second Line West – Ontario Municipal Board Appeal

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

Moved by: Councillor M. Bruni
Seconded by: Councillor S. Myers
Resolved that the report of the Solicitor/Prosecutor concerning 1743503 Ontario Inc. – 496 Second Line West – Ontario Municipal Board Appeal dated 2013 11 18 be received as information. CARRIED

- v) Correspondence from the Federation of Canadian Municipalities concerning Sault Ste. Marie Water Treatment Plant Energy Efficiency Project was received by Council.
- w) Moved by: Councillor J. Krmpotich
Seconded by: Councillor M. Bruni
Resolved that Council, pursuant to section 259(1)(c) of the *Municipal Act, 2001*, authorizes the absence from Council meetings of Councillor Manzo due to illness for a period in excess of three successive months and that such authorization be extended to February 28, 2014 and reviewed again at that time. CARRIED

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

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

- a) **Application A-15-13-Z – Minor Amendments No. 7 – Filed by the City of Sault Ste. Marie**

The report of the Planning Division was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that the report of the Planning Division dated 2013 11 18 concerning Application No. A-15-13-Z – Minor Amendments No. 7 – filed by the City of Sault Ste. Marie be received and that City Council approves the minor amendments proposed in this report. CARRIED

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

The report of the Planning Division was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the Planning Division dated 2013 11 18 concerning Application No. A-21-13-OP – filed by Steven Roberts – 1325 Old Garden River Road be received as information. CARRIED

c) Application No. A-22-13-Z – Rita Marie Sopha – 23 Ferris Avenue

The report of the Planning Division was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that the report of the Planning Division dated 2013 11 18 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 its January 6, 2014 meeting. CARRIED

d) Application No. A-26-13-Z – filed by Major Contracting (Algoma) Ltd. – 46 Melrose Avenue

The report of the Planning Division was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the Planning Division dated 2013 11 18 concerning Application No. A-26-13-Z – filed by Major Contracting (Algoma) Ltd. – 46 Melrose Avenue be received and that City Council approves this application and rezones the subject property from "R3.S-284" (Low Density Residential Zone with Special Exception 284) to "R3.S-284" (Low Density Residential Zone with an amended Special Exception 284) to permit the construction of two 4-plexes on the subject property in addition to the uses permitted within an "R3" Zone, subject to the four special provisions contained in the report. CARRIED

(7) PUBLIC WORKS AND TRANSPORTATION

(8) BOARDS AND COMMITTEES

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

a) Moved by: Councillor S. Myers

Seconded by: Councillor S. Butland

Whereas graffiti or tagging is a community wide-problem; and

Whereas it will require a community-wide strategy in order to reduce or eliminate this "mischief crime"; and

Whereas the presence of graffiti detracts from the attractiveness of our naturally gifted community; and

Whereas there are examples of effective and creative solutions in other municipalities which engage a number of community organizations,

Therefore Be It Resolved that City Council takes the lead in establishing a committee of Council made up of members of Council, appropriate City staff and representation from Police Services, the Downtown Association, the Art Gallery of Algoma and others, to review best practices in other communities; and

Further Be It Resolved that the task force reports back to City Council within six months with preliminary findings regarding a made-in-Sault Ste. Marie approach to reducing this problem activity. CARRIED

b) Moved by: Councillor R. Niro

Seconded by: Councillor M. Bruni

Whereas a meeting with the Gore Street area business community was held on October 30, 2013 to discuss common concerns, solutions, and possible actions; and

Whereas several business owners expressed concern with safety in this area; and

Whereas the Gore Street area includes a large residential component, and residents are also concerned about safety in their neighbourhood; and

Whereas safety concerns create a disincentive for revitalization of the Gore Street area; and

Whereas police are very aware of the issues in this area; and

Whereas one solution to decreasing crime in this area is to have a strong police presence;

Now Therefore Be it Resolved that the Police Chief be requested to report as to the feasibility (including cost analysis) of locating a Police Service satellite office in the Gore Street area as a pilot project, such report to be submitted to Council prior to 2014 budget deliberations. CARRIED

c) Moved by: Councillor R. Niro

Seconded by: Councillor L. Turco

Whereas the City has recently completed a very successful Downtown Development initiative that included more than \$20 million of private sector investment; and

Whereas the City is proposing a second phase of this initiative with additional incentives for the Gore Street area; and

Whereas a meeting with the Gore Street area business community was held on October 30, 2013 to discuss common concerns, solutions, and possible actions; and

Whereas several business owners expressed concern with the deteriorating condition of some buildings in the Gore Street area; and

Whereas this creates a disincentive for neighbouring properties to invest;

Now Therefore Be it Resolved that the Building Division be requested to report as to actions required to ensure compliance of all buildings in the Gore Street area with the property standards by-law. CARRIED

- d) Moved by: Councillor R. Niro
Seconded by: Councillor L. Turco
Resolved that the Building Division be requested to report on the status of enforcement activities with respect to 206 Cathcart Street. CARRIED
- e) Moved by: Councillor R. Niro
Seconded by: Councillor L. Turco
Whereas since the opening of Carmen's Way, vehicular traffic on Bainbridge Street has increased; and
Whereas the speed of said traffic has also increased; and
Whereas a school bus makes daily stops at the top of Bainbridge hill to pick up and return children to their homes; and
Whereas the combination of vehicles speeding up Bainbridge hill and school bus activity at the top of the hill creates a very dangerous situation;
Now Therefore Be It Resolved that the Manager of Traffic and Communications be requested to review the movement and speed of traffic on Bainbridge Street, particularly at the hill section, and report back to Council with possible remedies. CARRIED
- f) Moved by: Councillor B. Watkins
Seconded by: Councillor M. Bruni
Whereas the Chamber of Commerce Young Professional Award recognizes an exceptional young man or woman (aged 19 to 40) who successfully demonstrates excellence in their field in addition to maintaining a positive contribution and commitment to the Sault Ste. Marie community; and
Whereas Stephanie Pagnucco, Community Engagement Assistant in the Mayor's Office was recently presented with the 2013 Young Professional Award; and
Whereas Stephanie is the first recipient of this award;
Now Therefore Be It Resolved that City Council offer its sincere congratulations to Stephanie Pagnucco on this significant achievement. CARRIED
- g) Moved by: Councillor B. Watkins
Seconded by: Councillor M. Bruni
Whereas the Chamber of Commerce ATHENA award is an internationally recognized award, presented to an individual who is recognized for their professional excellence, for providing valuable service to their community and for actively assisting women in attainment of their professional goals and leadership skills; and
Whereas the ATHENA award was recently presented to Sault Ste. Marie Mayor Debbie Amaroso;
Now Therefore Be It Resolved that City Council offer its sincere congratulations to Mayor Debbie Amaroso on this significant achievement. 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 M.Bruni

Seconded by: Councillor T. Sheehan

Resolved that all by-laws listed under Item 10 of the AGENDA under date 2013 11 18 be approved. CARRIED

Moved by: Councillor M.Bruni

Seconded by: Councillor T. Sheehan

Resolved that By-law 2013-204 being a by-law to establish user fees and service charges be Passed in open Council this 18th day of November, 2013. CARRIED

Moved by: Councillor M.Bruni

Seconded by: Councillor T. Sheehan

Resolved that By-law 2013-213 being a by-law to authorize an agreement between the City and Downtown Association, Loplop Lounge & Gallery and Searchmont Ski Association Inc. as Licencees to permit the Licencees to occupy various portions of Queen Street East for the Moonlight Magic Event taking place on November 20 – 21, 2013 be Passed in open Council this 18th day of November, 2013. CARRIED

Moved by: Councillor M.Bruni

Seconded by: Councillor T. Sheehan

Resolved that By-law 2013-214 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 18th day of November, 2013. CARRIED

Moved by: Councillor M.Bruni

Seconded by: Councillor T. Sheehan

Resolved that By-law 2013-217 being by-law to authorize an agreement between the City and AECOM Canada Ltd. for services for the Queen Street East Improvements from Pine Street to 200 m east of Gravelle Street be Passed in open Council this 18th day of November, 2013. CARRIED

Moved by: Councillor M.Bruni
Seconded by: Councillor T. Sheehan
Resolved that By-law 2013-218 being a by-law to authorize an agreement between the City and GENIVAR Inc. for the reconstruction of Forest Avenue from The Crescent to Simpson Street be Passed in open Council this 18th day of November, 2013. CARRIED

Moved by: Councillor M.Bruni
Seconded by: Councillor T. Sheehan
Resolved that By-law 2013-219 being a by-law to authorize an agreement between the City and Kresin Engineering Corporation for the reconstruction of St. Andrew's Terrace between North Street and John Street be Passed in open Council this 18th day of November, 2013. CARRIED

Moved by: Councillor M.Bruni
Seconded by: Councillor T. Sheehan
Resolved that By-law 2013-220 being a by-law to authorize an agreement between the City and AECOM Canada Ltd. for the reconstruction of March Street between Queen Street and Wellington Street be Passed in open Council this 18th day of November, 2013. CARRIED

Moved by: Councillor M.Bruni
Seconded by: Councillor T. Sheehan
Resolved that By-law 2013-221 being a by-law to authorize an agreement between the City and Kresin Engineering Corporation for an Environmental Assessment for Improvements to Bay Street between Pim Street and Andrew Street be Passed in open Council this 18th day of November, 2013. CARRIED

Moved by: Councillor M.Bruni
Seconded by: Councillor T. Sheehan
Resolved that By-law 2013-222 being a by-law to authorize the execution of five (5) municipal Council support resolutions to support five (5) solar photovoltaic Feed-In-Tariff (FIT) applications being submitted to the Ontario Power Authority Feed-In-Tariff Program be Passed in open Council this 18th day of November, 2013. CARRIED

Moved by: Councillor M.Bruni
Seconded by: Councillor T. Sheehan
Resolved that By-law 2013-223 being a by-law to authorize an agreement between the City and MMM Group, in association with Kresin Engineering for preparation of preliminary design and cost estimation services for four additional cycling routes and Hub Trail "gaps" be Passed in open Council this 18th day of November, 2013. CARRIED

Moved by: Councillor M.Bruni
Seconded by: Councillor T. Sheehan
Resolved that By-law 2013-224 being a by-law to amend Schedule "A" to By-law 2008-148 (a by-law respecting construction, demolition and change of use

permits, inspections and related matters for the City of Sault Ste. Marie) be
Passed in open Council this 18th day of November, 2013. CARRIED

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

12. ADDENDUM TO THE AGENDA

13. ADJOURNMENT

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that this Council now adjourn. CARRIED

Mayor

City Clerk

November 25, 2013

To all Councils and CAOs:

I am writing to you today to provide you with an update on the Blue Box Program. Each year, the Municipal Industry Program Committee (MIPC) negotiates the recommendation to Waste Diversion Ontario's (WDO) Board of Directors regarding the annual Steward Obligation for the Blue Box Program. Membership on MIPC consists of representatives from the Association of Municipalities of Ontario (AMO), the City of Toronto and Stewardship Ontario (SO). MIPC is chaired by WDO.

At this time, MIPC negotiations are at an impasse and WDO has directed us to go through arbitration to determine the 2014 Steward Obligation. This may delay the full payout to municipal Blue Box Programs, if so awarded through arbitration. However, we are working to secure interim Blue Box funding for 2014. Further information will be provided once it has been determined. Please be aware that unanticipated legal and arbitration fees for the municipal Blue Box sector will be experienced and these costs on behalf of the sector will need to be recovered from the municipal share of the final 2014 Steward Obligation.

Despite this impasse, the Canadian Stewardship Services Alliance (CSSA), the national organization representing producers of packaging and printed paper, has proceeded with setting their interim 2014 fees for Stewardship Ontario's members. They have based these fees on a surrogate system cost which is much lower than the actual costs reported by municipalities and even lower than last year's negotiated settlement. AMO is concerned as there appears to be a significant and widening 'gap' between CSSA's published fees and our reported municipal costs to operate the Blue Box Program. AMO is interpreting this action as CSSA and SO not appropriately acknowledging the rising costs of managing new types of packaging being introduced into the market by producers.

Given this, AMO urges municipal governments who are considering adding new Blue Box materials to their programs to make sure that the cost implications of any such addition are well understood and that a written commitment from SO/CSSA to cover 50% of any resulting cost increase to your program is secured. It is not our intention to discourage you from adding new materials to your program but since municipal governments act on behalf of the public interest and your residents, it is our view that municipal caution and due diligence is required. AMO will keep you informed as we proceed with this challenging issue.

2/....

Municipalities will continue to work to improve and support environmental stewardship and waste diversion across Ontario.

Should you require more information, please contact Monika Turner, AMO Director of Policy at (416) 971-9856 ext. 318 or by email at mturner@amo.on.ca.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Hume". The signature is written in a cursive, flowing style.

Peter Hume
Chair, AMO Waste Management Task Force

Malcolm White

From: AMO Communications <communicate@amo.on.ca>
Sent: Wednesday, November 27, 2013 10:54 AM
To: Malcolm White
Subject: AMO REPORT TO MEMBERS

TO THE IMMEDIATE ATTENTION OF THE CLERK AND COUNCIL

November 27, 2013

AMO Report to Members**Highlights of the November 2013 Board Meeting**

To keep members informed, AMO provides updates on important issues considered at regular AMO Board of Directors' meetings. Highlights of the November 2013 Board meeting include:

Ontario's Fall Economic Statement and Municipal Governments

The Board received an overview of the government's 2013 Fall Economic Statement. The Province says it is on-track to meet its 2017-18 target to balance the budget under its proposed deficit plan. That plan involves, among other matters implementing 60% of the Drummond Commission's recommendations, further expenditure reviews for greater efficiencies, implementing the office of the Financial Accountability Officer. There are several matters of particular note to municipal governments:

- i. The intent to review the provincial land tax which is the provincial tax for unincorporated areas in Ontario. The tax is less than \$325 for 90% of residential properties and has not been adjusted in decades. Northern municipal governments and AMO have long called for this to be rectified.
- ii. Develop options to stem the erosion of province's education funding through reviews of education property tax and business education tax rates. Since 1998, the Province has fully offset reassessment increases by resetting the education tax rates, allowing municipalities to "occupy" the tax room created and help offset municipal tax increases. These reviews will be important.
- iii. Continues to project decreases to OMPF.
- iv. Consideration of moving municipal tow truck licencing (occurs in about 50 municipalities) to a regulated authority.
- v. Creation of Trillium Trust so should there be any proceeds from sale of assets that it would be held in the trust for infrastructure and not be applied to provincial general revenues. This is another potential source of help for the infrastructure deficit in Ontario.

AMO will advocate on behalf of municipal policy interests in all of these reviews. We will keep members informed as to their respective consultation processes.

Contact: Matthew Wilson, Senior Advisor, email: mwilson@amo.on.ca, Ext. 323.

Renewable Energy Procurement Process

The Board approved AMO's proposed response to the Ministry of Energy on the OPA and IESO report on the Development of a New Large Renewable Procurement Process, which outlines 18 recommendations for improving siting of large energy infrastructure projects. AMO's Energy Task Force's work was adopted by the Board. At a high level, comments noted that municipal governments are interested in meaningful consultation with the appropriate parties; siting projects within communities that are willing to host them; having provincial decision makers participate and speak on behalf of the Province at public meetings about proposed large renewable energy projects; the need for appropriate research gathered before beginning the renewable energy process; and that regional energy plans guide questions of supply mix and general locations for renewable energy.

Contact: Cathie Brown, Senior Advisor, email: cathiebrown@amo.on.ca, Ext. 342.

Update on progress for permanent Canada Gas Tax Fund

AMO will continue to be the administrator for all municipal governments, except Toronto. The Province will again be the administrator for the unincorporated areas in the north. All the parties are working on the drafting of a new agreement that not only reflects our mutual desire to have a broader range of eligible project areas, but also some further streamlining of the municipal administration and audit processes. It is AMO's hope that we can conclude the discussions shortly so that we can ratify the agreement. Once it is ratified, AMO will be preparing new municipal agreements with confirmed allocations. We are mindful of the need to have funds flow to municipalities in 2014 without a break.

Contact: Judy Dezell, Project Manager, email: jdezell@amo.on.ca, Ext. 306.

AMO has launched an EMS Interest Arbitration Advocacy Video

When municipalities and emergency service workers cannot agree on wage and benefit increases, interest arbitration is used to settle their collective agreements. Emergency service workers can't go on strike and, like all workers, they deserve to get fair increases over time.

However, wage and benefit increase for emergency workers are growing faster than increases for other public sector employees in Ontario and faster than Canada's rate of inflation. AMO is concerned about the fairness of this and its cost impact on other municipal programs and services. The video is also on YouTube. Municipal governments are encouraged to share this with those in your community who are concerned with cost drivers that impact taxation and services.

<http://www.amo.on.ca/AMO-Content/Policy-Updates/2013/Interest-Arbitration.aspx>

The Coming Staffing Crisis in Municipal Government

The Board received a presentation and supported the call to action on leadership and succession planning made by representatives of the Ontario Municipal Administrators Association (OMAA), the Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO), the Ontario Municipal Human Resources Association (OMHRA) and the Municipal Finance Officers Association (MFOA). Recruiting qualified staff to positions of leadership is becoming increasingly difficult and recruiting young talent to the municipal world is a major challenge. Associations are coming together to build a strategy to address the issue of municipal succession planning.

PLEASE NOTE AMO Breaking News will be broadcast to the member municipality's council, administrator and clerk. Recipients of the AMO broadcasts are free to redistribute the AMO broadcasts to other municipal staff as required. We have decided to not add other staff to these broadcast lists in order to ensure accuracy and efficiency in the management of our various broadcast lists.

DISCLAIMER These are final versions of AMO documents. AMO assumes no responsibility for any discrepancies that may have been transmitted with the electronic version. The printed versions of the documents stand as the official record.

November 25, 2013
Open Letter to Residents of Sault Ste. Marie
Served by Municipal Water Supply

Recently many residents in the east end of the city experienced discoloured water coming from their taps. Furthermore, PUC has been working on a comprehensive plan to address the problem of discoloured water as well as the ongoing concerns by some residents related to objectionable taste or odour since the change to free chlorine disinfection late 2011. This letter is being issued to all PUC customers in order to provide information on these matters.

Brown Water Events in Drinking Water Systems

In regards to the occurrence of brown water in Sault Ste. Marie's drinking water system, it should be noted that we have long had occurrences of brown water in the distribution system, well before the recent changes in disinfection methods. PUC regularly performs ongoing operations and maintenance activities on the city's drinking water system. These activities may include turning system valves off or on, flowing fire hydrants, and repairing watermain breaks. Discoloured water can result from any of these activities and is a normal occurrence for any water distribution system.

Discoloured water typically results from reversals in flow patterns within the distribution system, which may stir up pre-existing deposits of scale and sediment within the pipes that originate from internal corrosion of iron and concrete pipes. This corrosion is a natural process and occurs in every distribution system. Sault Ste. Marie is not unique in this regard as discoloured water events can and do occur in municipal drinking water systems across the country, and across the world.

Brown Water Event – November 20, 2013

Many residents of the east end of the city experienced brown water coming from their taps on the evening of Wednesday, November 20th. That event was the direct result of the failure of a private hydrant on private property (i.e. not PUC's property). This event was not due to any activities by PUC.

While we do not know the cause, it appears the 6" diameter watermain supplying the hydrant failed, resulting in a sudden, uncontrolled, and very large discharge of water for about an hour before PUC was notified, arrived on site, and were able to stop the flow (i.e. someone noticed the leaking water, called the Fire Dept. who attended the site and who then called the PUC).

This large and sudden release of water reversed flow patterns in the distribution system over a large area in the east end of the city. The flow reversals disturbed pre-existing deposits in the watermain that have accumulated over many years due to internal corrosion of iron and concrete pipes all across the city.

Safe Drinking Water

Sault Ste. Marie's drinking water is and always has been safe for consumption. This does not mean that PUC suggests anyone should consume brown water! However, it should be noted that such brown water has been tested in the past and the absence of any harmful bacteria was confirmed.

Our water meets or exceeds all Ontario drinking water standards, except for lead in a small number of homes in the city (more on this below). The safety of the drinking water delivered to our customers is our first and primary objective.

Why Did PUC Change the Disinfection Method?

PUC changed the way the city's drinking water is disinfected in order to satisfy regulatory requirements. Following the Walkertown tragedy in 2000, the Province has implemented increasingly more prescriptive laws. We have no choice but to comply with provincial regulations which require us to use some form of chlorine to treat drinking water and ensure there is a specified minimum concentration of chlorine present at all times and at every point in the distribution system.

When the latest regulation dealing with lead came into effect (starting in 2007), we were obliged to develop a plan to reduce lead in the water at the customer's tap. We had two choices; either add more chemicals to alter the chemistry of the water and thereby reduce the amount of lead leaching from pipes into the water; or stop using ammonia and switch to free chlorine. We chose the second option because we believe that people would rather have fewer chemicals in their drinking water than more chemicals.

So, on October 27, 2011 we stopped injecting ammonia into the city's drinking water and continued only with the chlorine – the same chlorine that we have been using for at least the past 50 years. While there have been very few cases of municipal systems switching from Chloramine (i.e. Chlorine combined with Ammonia - the "old" method) to Free Chlorine (i.e. Chlorine alone), all the available data indicated that within a relatively short time, most people would not notice the difference. However it was not possible to conclusively identify how long it would take for the system to stabilise.

The fact is that some people will always detect free chlorine due to individual sensitivities. But keep in mind that we now use 30% less chlorine than we did before the switch and we have completely eliminated the addition of approximately 16 tonnes per year of ammonia to the water. As a result we have eliminated about 5.3 tonnes of greenhouse gases per year from the environment.

What is PUC Doing to Correct the Situation? (Uni-Directional Flushing Program)

We acknowledge that concerns about objectionable taste and odour are real and persistent among some consumers. Furthermore, it is obvious that brown water events occur far too often, especially in the east end of the city.

We are committed to improving this situation as much as possible. That is the main reason why we instituted the practice of Uni-Directional Flushing (UDF) in 2012. This process creates a scouring action with the water in the pipes that cleans out loose scale which has been building up in the pipes over many years from internal corrosion. UDF is recognised within the industry as one of the most effective methods of improving water quality, both for taste and odour issues as well as colour.

Last year we flushed the east end of the city. This year we flushed the west end while concurrently re-doing the east end for the second time. UDF has now been completed in the area below 'the hill' from the city east limits west to near Pine Street and from the west limits east to near North Street.

In the east end, the water quality appears to be getting better. Flushes do not take as long as they did last year and turbidity levels are generally not as high during the flushes. In the west end, the water quality observed during the flushing appears to be better than in the east end. This observation is consistent with known water chemistry differences between the east wells compared to the west wells.

Some customers have commented that their water quality improved (i.e. chlorine was no longer noticeable) after the pipes in their area were flushed. But, since the entire water supply across the city is completely interconnected, and it will take at least three years to flush the entire city once, we may not see the ultimate benefit of UDF for several more years. UDF will be a key part of PUC ongoing maintenance work every year for the foreseeable future.

Frequency of Brown Water Events

Since changing to free chlorine, it appears the scale and sediment are more easily disturbed. That's a benefit in the long run because UDF will be more effective at removing the buildup. However, in the short term, it means customers will continue to experience more frequent brown water episodes. Unfortunately, this situation is unavoidable and will continue for several more years until we complete enough flushing passes through the whole system to achieve permanent improvement.

Cast iron and concrete pipes have been used in the system for more than 100 years. The use of free chlorine appears to have 'softened up' the historical buildup of corrosion by-products. Obviously it will take a number of years to flush out those sediments across the whole system.

What is PUC Doing to Correct the Situation? (Water Chemistry Issues)

PUC is currently in the final stages of a comprehensive study to address the taste and odour concerns as well as the brown water issues. We originally anticipated concluding the study and reporting publicly on the outcome by late Fall this year, but that is now expected by March 2014.

We have two very reputable engineering firms conducting this study, Kresin Engineering and Stantec. Also, we have established a Steering Committee comprised of members of the public, Algoma Public Health and Ministry of Environment officials. The Committee is providing public input and oversight related to development of the final outcome that will serve to correct the problems identified.

We also instituted augmented sampling at residences that have continued to experience significant taste and odour problems. This sampling included testing for a range of known compounds that impact taste and odour at detection levels up to 10 times greater than normal lab methods typically used in the province. The results of this augmented sampling will be incorporated into the overall assessment by our consultants of the effectiveness of free chlorine to control lead and will be factored into their recommendations related to improving taste, odour, or colour that will come from their final report.

Why are water rates going up so much each year?

Sault Ste. Marie has over 450 kilometers of watermains that supply water to over 25,800 residential and commercial customers. The vast majority of these mains were installed during the time frame of 1950 through 1980.

With an average useful life between 50 and 80 years for the different types of watermain materials, PUC will have to invest between \$8 and \$10 million per year, every year, over the next 30 years to replace these watermains. PUC is currently spending about \$4 million per year for replacing watermains. In order to meet the future water needs of our city we need to gradually begin building up the rate base to finance the replacement of our aging infrastructure. PUC initiated this process several years ago.

A **Financial Plan** that is required under provincial regulations was submitted to the Ministry of Municipal Affairs on February 21, 2012. The Plan concluded that water rates must increase significantly over the next ten years in order to reach the level of re-investment into the infrastructure required to ensure a sustainable water supply for the residents of Sault Ste. Marie.

The **Financial Plan** is available for review on PUC's website (www.ssmruc.com) at the following link:
<http://www.ssmruc.com/index.cfm?fuseaction=content&menuid=37&pageid=1033>

Want Further Information?

For anyone interested in understanding the issues and reading the facts, we recommend they visit the PUC website (www.ssmruc.com) at the links below to access documents as follows:

- Presentations made to City Council on May 14, 2012 to update Council and the public.
Go to: <http://www.ssmruc.com/index.cfm?fuseaction=content&menuid=99&pageid=1086>
- Presentations to City Council on February 4, 2013 related to the Ipsos Reid water quality survey conducted late November 2012.
Go to: <http://www.ssmruc.com/index.cfm?fuseaction=content&menuid=99&pageid=1086>
- For answers to Frequently Asked Questions, go to:
<http://www.ssmruc.com/index.cfm?fuseaction=content&menuid=23&pageid=1016>

Any questions or comments can be addressed by email to customerservice@ssmruc.com or by calling PUC Customer Service during normal business hours at 705-759-6522.

Thank you,
PUC Services Inc.



Suncor Energy Products Partnership

3275 Rebecca Street
Oshawa, Ontario L6L 5N5

Tel: 905 804 5712

Fax: 905 804 5780

Email: scollinjacques@suncor.com

5(c)
Produits Suncor Énergie

3275 rue Rebecca
Oshawa, Ontario L6L 5N5

Tel: 905 804 5712

Télec: 905 804 5780

Courriel: scollinjacques@suncor.com

November 20, 2013

DELIVERED BY COURIER

Ms. Nuala Kenny
City Solicitor
The Corporation of the
City of Sault Ste. Marie
P.O. Box 580
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

Dear Ms. Kenny:

RE: 795 BAY STREET, SAULT STE. MARIE, ONTARIO

I am writing in response to your letter dated July 5, 2013. I have discussed this matter with Paul Swire, who has been your point of contact for Suncor. It is my understanding is that you and Paul discussed the content of your letter shortly after receiving your letter in July, which resulted in a verbal agreement that Suncor would review a proposal being developed by the City of Sault Ste. Marie regarding improving the aesthetics of the 795 Bay St. property owned by Suncor. In addition, Paul was to make inquiries within Suncor regarding future plans of the former Suncor terminal property at 815 McNabb St. which you also refer to in your letter.

To date, Paul has not received the proposal from the City of Sault Ste. Marie and therefore we were disappointed to read the comments in the recent local news article in the Sootoday suggesting that Suncor was ignoring the requests made by the City to Suncor.

Paul has informed me that he had a telephone conversation recently with Councillor Stephen Butland, and provided clarity regarding next steps in the process to review possible solutions. As Paul communicated, we are committed to addressing the City's concerns about the Bay Street property.

Suncor has recently made a request to our current Bay Street Tenant to assist us in undertaking some work to improve the aesthetics of the property. General clean-up, including some landscaping and fence repairs will be included in this work.

In terms of a long term plan for this property, Suncor remains open to reviewing any proposal the City has in regard to further improving the aesthetics, as has been discussed with city staff.

In regard to the McNabb Street property, our Distribution department is currently finalizing plans for this property. I will commit to providing further clarification on this item over the next few months.

I trust this clarifies the current situation with these two Suncor properties. If you have any further questions or comments at this time please feel free to contact the undersigned at 905-804-5712. Also please be advised that Paul Swire has recently moved onto a new position within Suncor.

Suncor is committed to being a good neighbour, and look forward to working with the City on this matter.

Yours truly,



Sophie Collin-Jacques
Team Leader, Non-Operating Network

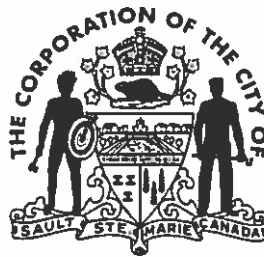
cc. Joseph Fratesi, CAO

cc. ~~Councillor Stephen Butland~~

cc. Don McConnell, Planning Director

5(d)

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 12 02

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. **Francois Couture – Engineering & Planning – Building Division**
OBOA Chapter Meeting
Early January 2014
Blind River, Ontario
Estimated total cost to the City - \$ 74.75
Estimated net cost to the City - \$ 74.75
2. **Tyler Bertrand – Engineering & Planning – Building Division**
OBOA Chapter Meeting
Early January 2014
Blind River, Ontario
Estimated total cost to the City - \$ 74.75
Estimated net cost to the City - \$ 74.75
3. **Frank Bentrovato – Engineering & Planning – Building Division**
OBOA Chapter Meeting
Early January 2014
Blind River, Ontario
Estimated total cost to the City - \$ 74.75
Estimated net cost to the City - \$ 74.75
4. **Catherine Taddo – Engineering & Planning Department**
Understanding Environmental Regulations
January 27 – 29, 2014
Ottawa, Ontario
Estimated total cost to the City - \$ 3,276.32
Estimated net cost to the City - \$ 3,276.32

5. **Jeff Barban – Social Services – Social Housing Division**
Regeneration Forum 2014
February 9 – 11, 2013
Toronto, Ontario
Estimated total cost to the City - \$ 1,610.97
Estimated net cost to the City - \$ 1,610.97
6. **Joanne Pearson – Social Services – Social Housing Division**
Regeneration Forum 2014
February 9 – 11, 2013
Toronto, Ontario
Estimated total cost to the City - \$ 1,610.97
Estimated net cost to the City - \$ 1,610.97

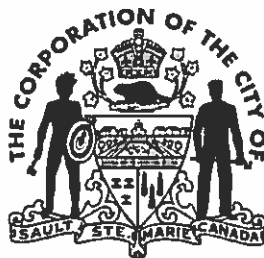
Yours truly,



JMF: bb

Joseph M. Fratesi
Chief Administrative Officer

Tim Gowans
Manager of Purchasing



Finance Department
Purchasing Division

2013 12 02

Mayor Debbie Amaroso and
Members of City Council

RE: TENDER FOR ONE (1) ASPHALT PAVER

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply and delivery of One (1) Asphalt Paver as required by the Public Works & Transportation Department.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held November 19, 2013, with Councillor Pat Mick representing City Council.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with Mr. Mike Blanchard, Manager of Equipment & Building Maintenance, from the Public Works and Transportation Department, and the low tendered price, meeting specifications, has been identified on the attached summary.

IMPACT

Funding for the purchase of this equipment has been approved by City Council on May 13, 2013 as part of the PWT New Equipment Needs Report for 2013.

STRATEGIC PLAN

Purchase of this equipment is not an activity listed in the Corporate Strategic Plan.

RECOMMENDATION

It is therefore my recommendation that the tender for the supply and delivery of One (1) Asphalt Paver be awarded to Toromont CAT, at their low tendered price, meeting specifications, of \$142,291.00, plus HST.

-More-

2013 12 02
Page 2

This report is submitted for Council's approval.

Respectfully submitted,



Tim Gowans
Manager of Purchasing

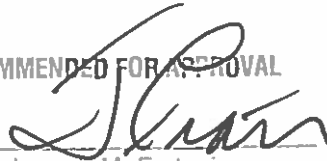
TG:nt
Attach.

Recommended for approval,



W. Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

FINANCE DEPARTMENT
PURCHASING DIVISION
Budget Amount: \$175,000.00

Received: November 19, 2013
File: 2013WA20T

SUMMARY OF TENDERS
ONE (1) ASPHALT PAVER

<u>Firm</u>	<u>Opt.</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price (Including trade-in: H.S.T. extra)</u>	<u>Remarks</u>
Enduraquip Inc. Brampton, ON	1	2013 LeeBoy 8500C	40 w/days	1 year/1000 hr.	\$127,150.00	Does not meet Specifications Horsepower less than spec'd Paving width less than spec'd Auger Motors do not reverse as spec'd Not equipped with swale option
	2	2013 LeeBoy 8515C	20 w/days	1 year/1000 hr.	\$152,250.00	Does not meet Specifications Paving width less than spec'd Auger Motors do not reverse as spec'd
	3	2013 LeeBoy 8616	10 w/days	1 year/1000 hr.	\$188,250.00	Does not meet Specifications Auger Motors do not reverse as spec'd
Johnstone Brothers Equipment Corp. Brampton, ON		2013 Carlson CP-100	7 w/days	1 year/1000 hr.	\$174,675.00	Does not meet Specifications Paving width less than spec'd Auger Motors do not reverse as spec'd
McDowell Brothers Industries Inc. Sudbury, ON		2013 Ammon AFT350E	30 w/days	1 year/1000 hr.	\$180,556.00	Does not meet Specifications Paving width less than spec'd Not equipped with swale option
Toromont CAT Sault Ste. Marie, ON		2014 Weller P385	30 w/days	1 year - Equipment 2 year/3000 hr. - Engine	\$142,291.00	Meets Specifications
Wajax Equipment Mississauga, ON		2013 Voegel Super 1300-2	21 w/days	1 year/1000 hr.- Equip. 2 year/3000 hr. - Engine	\$205,784.00	Does not meet Specifications Paving width less than spec'd Not equipped with swale option

Note: The low tendered price, meeting specifications, is boxed above.

The total cost to the City will be \$144,795.32 including the non-refundable portion of the H.S.T.

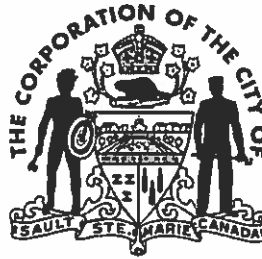
It is my recommendation that the tendered price which includes the Trade-In Allowance, submitted by Toromont CAT, be accepted.

Tim Gowans
Manager of Purchasing

5(e)

5(f)

Tim Gowans
Manager of Purchasing



Finance Department
Purchasing Division

2013 12 02

Mayor Debbie Amaroso and
Members of City Council

RE: TENDER FOR OILS, GREASES & GEAR LUBRICANTS

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply and delivery of Oils, Greases & Gear Lubricants, as required by the various City Departments for the three (3) year period of January 1, 2014 until December 31, 2016.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders lists. A public opening of the tenders received was held November 20, 2013 with Councillor Steve Butland representing City Council.

ANALYSIS

The tenders received have been carefully evaluated and analyzed as to quality, availability of supply, dependability of vendor and price. The low tendered prices meeting specifications have been identified on the attached summary.

IMPACT

Funding for the purchase of these supplies has been allocated in the various Departments' Maintenance Accounts.

STRATEGIC PLAN

Purchase of these supplies is not an activity listed in the Corporate Strategic Plan.

RECOMMENDATION

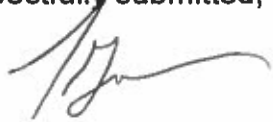
It is therefore my recommendation that the tender for the supply and delivery of Oils, Greases & Gear Lubricants, as required by our various Departments, be awarded to McDougall Energy, for a period of three (3) years, allowing for price adjustments based upon changes in wholesale prices.

-More-

2013 12 02
Page 2

This report is submitted for Council's approval.

Respectfully submitted,



Tim Gowans
Manager of Purchasing

TG:nt
Attach

Recommended for approval,



W. Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

5(f)

FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET: MULTI DEPARTMENT INVENTORY AND MAINTENANCE CHARGE OUT ITEMS

Received: November 20, 2013
File: 2013WA18T

SUMMARY OF TENDERS
OILS, GREASES AND GEAR LUBRICANTS

<u>Packaged Goods</u>	<u>Quantity (estimated annual)</u>	<u>DM's Bio-Based Bolton, ON</u>		<u>McDougall Energy Sault Ste. Marie, ON</u>	
		<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>
Multipurpose Grease - EP2 (tubes)	128 kgs	\$10.68	\$1,367.04	\$7.00	\$896.00
Multipurpose Grease - EP2 (55kg keg)	330 kgs	\$21.73	\$7,170.90	\$8.06	\$1,999.80
Multipurpose Grease - EP2 (180kg drum)	180 kgs	\$21.37	\$3,846.60	\$5.85	\$1,053.00
Premium Synthetic Grease (55 kg keg)	220 kgs	No Bid	\$0.00	\$9.06	\$1,993.20
Gearlube 80W90 (60 litre drum)	240 litres	\$9.89	\$2,373.60	\$3.53	\$847.20
Synthetic Gearlube 75W90 (60 litre drum)	360 litres	\$9.89	\$3,560.40	\$7.50	\$2,700.00
Hydraulic Oil - ISO 46 (20 litre pail)	1000 litres	\$5.70	\$5,700.00	\$2.61	\$2,610.00
Hydraulic Oil - ISO 68 (20 litre pail)	160 litres	\$5.94	\$950.40	\$2.61	\$417.60
Low-Temp. Hydraulic Oil - ISO 22 (20 litre pail)	20 litres	\$5.84	\$116.80	\$2.95	\$59.00
All Season Hydraulic Oil - ISO 32 (205 litre drum)	820 litres	\$4.17	\$3,419.40	\$2.90	\$2,378.00
ATF Dexron-Mercon Transmission (1 litre bottle)	228 litres	\$12.48	\$2,845.44	\$3.63	\$827.64
ATF Dexron-Mercon Transmission (205 litre drum)	410 litres	\$7.92	\$3,247.20	\$2.60	\$1,066.00
Motor Oil SAE 30 API SM (20 litre pail)	20 litres	\$12.09	\$241.80	\$3.14	\$62.80
Motor Oil SAE 5W20 API SM,SL (1 litre bottle)	12 litres	\$11.57	\$138.84	\$2.89	\$34.68
Motor Oil SAE 5W20 API SM,SL (205 litre drum)	410 litres	\$7.29	\$2,988.90	\$2.67	\$1,094.70
Motor Oil SAE 5W30 API SM,SL (1 litre bottle)	120 litres	\$11.02	\$1,322.40	\$2.89	\$346.80
Motor Oil SAE 10W30 API SM,SL (1 litre bottle)	1332 litres	\$11.76	\$15,664.32	\$2.89	\$3,849.48
Motor Oil (Severe Service) SAE 15W40 CJ-4,SM,SL (1 litre bottle)	672 litres	\$12.18	\$8,184.96	\$2.94	\$1,975.68
Motor Oil (Severe Service) SAE15W40 CJ-4,SM,SL (205 litre drum)	410 litres	\$7.72	\$3,165.20	\$2.76	\$1,131.60
Motor Oil (Diesel) SAE 10W API CF (20 litre pail)	40 litres	\$5.51	\$220.40	\$3.07	\$122.80
Motor Oil (Diesel) SAE 40 API CF-2 (205 litre drum)	4100 litres	\$13.56	\$55,596.00	\$3.42	\$14,022.00
Synthetic Motor Oil SAE 5W40 CJ-4,SM,SL (20 litre pail)	60 litres	\$15.18	\$910.80	\$6.53	\$391.80
Cleaning Solvent (205 litre drum)	410 litres	\$4.75	\$1,947.50	\$2.93	\$1,201.30
Estimated Total Annual Cost (before Stewardship Fees & H.S.T.)			\$124,978.90		\$41,081.08
<u>Bulk Delivery</u>					
Motor Oil (Severe Service) 15W40 CJ-4,SM,SL	10000 litres	\$7.66	\$76,600.00	\$2.74	\$27,400.00
All Season Hydraulic Oil - ISO 32	2000 litres	\$4.11	\$8,220.00	\$2.92	\$5,840.00
Motor Oil (Diesel) SAE 40 API CF-2	2000 litres	\$8.62	\$17,240.00	\$3.70	\$7,400.00
Estimated Total Annual Cost (before Stewardship Fees & H.S.T.)			\$102,060.00		\$40,640.00
Total - Both Groups			\$227,038.90		\$81,721.08
Remarks	Does Not Meet Specifications Alternate product tendered No local warehousing			All Items Priced Recycling of Empty Containers Offered	

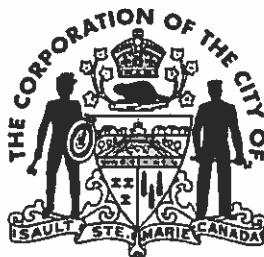
Note: The low tendered prices, meeting specifications, are boxed above and subject to adjustment on a quarterly basis based on changes in Suppliers Wholesale Pricing.

Estimated Total Annual Costs shown above is based on tendered pricing firm until March 31, 2014.

It is my recommendation that the low tendered prices, submitted by McDougall Energy, be accepted.

Tim Gowans
Manager of Purchasing

Tim Gowans
Manager of Purchasing



Finance Department
Purchasing Division

2013 12 02

Mayor Debbie Amaroso and
Members of City Council

RE: TENDER FOR NEW TIRES & TIRE REPAIRS

PURPOSE

Attached hereto for your information and consideration are summaries of the tenders received for the supply of New Tires & Tire Repairs as required by the various City Departments for the years 2014 and 2015.

BACKGROUND

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

ANALYSIS

Each tendered proposal has been carefully evaluated and analyzed as to quality, availability of supply, dependability of vendor and price. Summary sheets have been prepared illustrating the weighted cost ratings, various pricing methods and discounts which will more readily assist you in identifying the proposals offering the lowest cost and greatest value.

IMPACT

Funding for these parts comes from various Departments Inventory & Maintenance accounts.

STRATEGIC PLAN

Replacement and maintenance parts are not listed as an activity in the Strategic Plan.

RECOMMENDATION

The tenders providing the lowest cost rating or prices and offering the greatest value have been identified on their respective summary sheets and are recommended to you for acceptance as follows:

-More-

5(g)

2013 12 02
Page 2

<u>Tender</u>	<u>Firm</u>	<u>Price/Cost Rating</u>
New Tires & Tire Repairs for 2014 only	KAL Tire	\$83,031.30 Cost Rating
New Bus Tires & Tire Repairs for 2014 & 2015	Royal Tire Service	\$35,611.50 Cost Rating

This report is submitted for Council's approval.

Respectfully submitted,



Tim Gowans
Manager of Purchasing

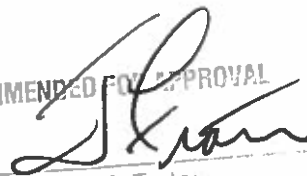
TG:nt
Attach

Recommended for approval,



W. Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL



Joseph M. Frates
Chief Administrative Officer

SUMMARY OF TENDERS
NEW TIRES AND TIRE REPAIRS

G.C.R. TIRE CENTRES Sault Ste. Marie, ON						KAL TIRE Sault Ste. Marie, ON				ROYAL TIRE SERVICE Sault Ste. Marie, ON			
NEW TIRES	QTY	UNIT LIST	DISC.	UNIT NET	TOTAL	UNIT LIST	DISC.	UNIT NET	TOTAL	UNIT LIST	DISC.	UNIT NET	TOTAL
195/65R15 All Season-Tier 1	20	219.00	50.00%	109.50	2,190.00	219.00	48.50%	112.79	2,255.70	185.00	12.00%	162.80	3,256.00
LT225/75R16 10 Ply	45	124.75	0.00%	124.75	5,613.75	137.20	0.00%	137.20	6,174.00	124.28	0.00%	124.28	5,592.60
LT265/70R17 10 Ply	10	194.25	0.00%	194.25	1,942.50	181.19	0.00%	181.19	1,811.90	168.25	0.00%	168.25	1,682.50
LT245/75R16 10 Ply M/T	7	149.55	0.00%	149.55	1,046.85	206.70	0.00%	206.70	1,446.90	144.85	0.00%	144.85	1,013.95
LT245/75R16	6	149.55	0.00%	149.55	897.30	155.23	0.00%	155.23	931.38	144.85	0.00%	144.85	869.10
Sub Total:					11,690.40				12,619.88				12,414.15
315/80R22.5 On/Off Road-Tier 1	11	1003.00	39.00%	611.83	6,730.13	1003.00	39.50%	606.82	6,674.97	631.24	0.00%	631.24	6,943.64
225/70R19.5 Commercial-Tier 1	3	517.00	39.00%	315.37	946.11	516.00	39.50%	312.18	936.54	318.00	0.00%	318.00	954.00
11R22.5 Drive	16	347.85	0.00%	347.85	5,565.60	316.22	0.00%	316.22	5,059.52	334.20	0.00%	334.20	5,347.20
12R22.5	4	385.25	0.00%	385.25	1,541.00	374.82	0.00%	374.82	1,499.28	391.42	0.00%	391.42	1,565.68
23.5R25 Loader Tire	1	2368.75	0.00%	2,368.75	2,368.75	2216.30	0.00%	2,216.30	2,216.30	2225.88	0.00%	2,225.88	2,225.88
Sub Total:					17,151.59				16,386.61				17,036.40
RETREADING						UNIT LIST DISC. UNIT NET TOTAL				UNIT LIST DISC. UNIT NET TOTAL			
11R22.5 Drive Trac Deep	185	475.84	57.00%	204.61	37,853.07	207.31	0.00%	207.31	38,352.35	373.61	43.00%	212.96	39,397.17
11R22.5 Drive Winter Deep	6	441.18	57.00%	189.71	1,138.24	202.91	0.00%	202.91	1,217.46	348.37	43.00%	198.57	1,191.43
Casing	100	100.00	0.00%	100.00	10,000.00	80.00	0.00%	80.00	8,000.00	95.00	0.00%	95.00	9,500.00
Sub Total:					48,991.32				47,569.81				50,088.60
FLAT REPAIRS						UNIT PRICE TOTAL				UNIT PRICE TOTAL			
Passenger & Light Trucks	115			7.00	805.00			14.50	1,667.50			7.50	862.50
Trucks to 64,000 GVW	50			9.00	450.00			25.00	1,250.00			8.50	425.00
Sub Total:					1,255.00				2,917.50				1,287.50
MOUNT/DISMOUNT						UNIT PRICE TOTAL				UNIT PRICE TOTAL			
Passenger & Light Trucks	400			5.00	2,000.00			4.00	1,600.00			7.50	3,000.00
Trucks to 64,000 GVW	375			8.00	3,000.00			7.50	2,812.50			8.50	3,187.50
Retorquing - Pass & LT	225			2.00	450.00			0.00	0.00			3.00	675.00
Retorquing - Medium Trucks	500			5.00	2,500.00			0.00	0.00			5.00	2,500.00
Sub Total:					7,950.00				4,412.50				9,362.50
SERVICE CALLS						UNIT PRICE TOTAL				UNIT PRICE TOTAL			
Regular Hours	33			15.00	495.00			25.00	825.00			25.00	825.00
After Hours	4			70.00	280.00			75.00	300.00			60.00	240.00
Sub Total:					775.00				1,125.00				1,065.00
TOTAL:					\$87,813.31				85,031.30				\$91,254.15
					(H.S.T.extra)				(H.S.T.extra)				(H.S.T.extra)
REMARKS					Meets Specifications				Meets Specifications				Meets Specifications

NOTE: The low tendered prices, meeting specifications, are boxed above.

It is my recommendation that the low tendered prices, meeting specifications, submitted by KAL Tire, be accepted for a one (1) year period.

Tim Gowans
Manager of Purchasing

57(9)

FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET: Inventory & Maintenance Charge Out Items

RECEIVED: November 13, 2013
FILE: #2013WA19T

**SUMMARY OF TENDERS
NEW BUS TIRES AND RETREADING**

G.C.R. TIRE CENTRES Sault Ste. Marie, ON					KAL TIRE Sault Ste. Marie, ON			ROYAL TIRE SERVICE Sault Ste. Marie, ON		
NEW BUS TIRES	QTY	BRAND	UNIT PRICE	TOTAL	BRAND	UNIT PRICE	TOTAL	BRAND	UNIT PRICE	TOTAL
305/70 R22.5 18 PLY	34	Con. HSU1	673.00	22,882.00	Michelin X2U2	627.48	21,334.32	Goodyear MCS	510.00	17,340.00
12 R22.5 R192 16 PLY	1	Bridgest. 250	577.00	577.00	Michelin X2U2	643.33	643.33	Goodyear G152	585.00	585.00
Sub Total:				23,459.00			21,977.65			17,925.00
RETREADING										
			UNIT PRICE	TOTAL		UNIT PRICE	TOTAL		UNIT PRICE	TOTAL
12R 22.5 16 PLY	22		231.00	5,082.00		196.50	4,323.00		223.50	4,917.00
305/70 R22.5 18 PLY	47		208.00	9,776.00		199.80	9,390.60		223.50	10,504.50
12 R22.5 R192 Casings	7		100.00	700.00		80.00	560.00		95.00	665.00
305/70 R22.5 Casings	16		100.00	1,600.00		80.00	1,280.00		100.00	1,600.00
Sub Total:				17,158.00			15,553.60			17,686.50
TOTAL:				\$40,617.00			\$37,531.25			\$35,611.50
REMARKS		Meets Requirements			Meets Requirements			Meets Requirements		

NOTE: The low tendered prices, meeting specifications, are boxed above.

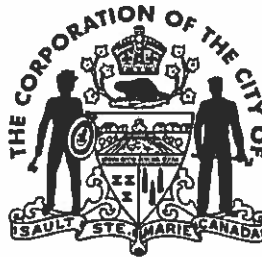
It is my recommendation that the low tendered prices, meeting specifications, submitted by Royal Tire Service, be accepted for a two (2) year period.

Tim Gowans
Manager of Purchasing

579

5(h)

Tim Gowans
Manager of Purchasing



Finance Department
Purchasing Division

2013 12 02

Mayor Debbie Amaroso and
Members of City Council

RE: TENDER FOR PETROLEUM PRODUCTS

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply and delivery of Petroleum Products, as required by the various City Departments and cooperatively PUC Services Inc., for a two (2) year period of January 1, 2014 until December 31, 2015 for Regular Fuels and a one (1) year period with a second year option for Bio-Diesel Fuel.

BACKGROUND

The tender was publicly advertised and tender documents mailed to all firms on our bidders list. A public opening of the tenders received was held November 6, 2013 with Councillor Lou Turco representing City Council.

ANALYSIS

The tenders received have been carefully evaluated and analyzed as to quality, availability of supply, dependability of vendor and price. The low tendered prices meeting specifications have been identified on the attached summary.

IMPACT

Funding for fuel comes from various department operational accounts.

STRATEGIC PLAN

The purchase of Petroleum Fuel Products is not an activity listed in the Corporate Strategic Plan.

RECOMMENDATION

It is therefore my recommendation that the tender for the supply and delivery of Petroleum Products, as required by our various departments, be awarded to McDougall Energy Inc., for Section "A" Regular Fuels, and for Section "B" Transit Bio-Diesel Blend, using a bi-weekly price adjustment.

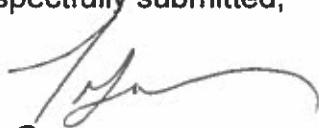
-More-

5(h)

2013 12 02
Page 2

This report is submitted for Council's approval.

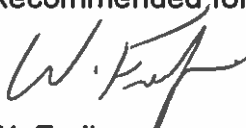
Respectfully submitted,



Tim Gowans
Manager of Purchasing

TG:nt
Attach.

Recommended for approval,



W. Freiburger
Commissioner of Finance & Treasurer

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET: DRAWN FROM VARIOUS DEPARTMENT OPERATIONAL ACCOUNTS

Received: November 6, 2013
File: 2013WA17T

SUMMARY OF TENDERS
PETROLEUM PRODUCTS

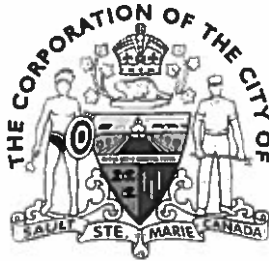
Description	Estimated Annual Consumption (Litres)	McDOUGALL ENERGY INC. Sault Ste. Marie, ON	
		Price/Litre H.S.T. Extra	Total
<u>GROUP "A" - GENERAL REQUIREMENTS</u>			
Unleaded Gasoline	470,000	\$1.0980	\$516,060.00
UltraLow Sulpher Clear Diesel	640,000	\$1.1100	\$710,400.00
Coloured Diesel Fuel	555,000	\$0.9670	\$536,685.00
Furnace Oil	7,000	\$0.9220	\$6,454.00
Total Estimated Cost - Group "A"			<u>\$1,769,599.00</u>
<u>GROUP "B" - FUEL FOR TRANSIT</u>			
Bio-Diesel Ultra Low Sulphur 2% Blend	1,100,000	\$1.1300	\$1,243,000.00
Total Estimated Cost - Group "B"			<u>\$1,243,000.00</u>
Remarks	Meets Specifications		

Note: Although only one Tender was received for this requirement it has been deemed fair and equitable.
The low tendered prices are boxed above and will be adjusted bi-weekly beginning December 30, 2013.
Comparison Pricing shown above is based on published pricing for October 7, 2013.
It is my recommendation that the low tendered prices, meeting specifications, submitted by McDougall Energy for Group "A" be accepted for a two year period, and that Group "B" be awarded to McDougall Energy for a period of one year. Both groups may be renewed for additional one year periods.

Tim Gowans
Manager of Purchasing

5(4)

William Freiburger, CMA
Commissioner of Finance
and Treasurer



Finance Department

2013 12 02

Mayor Debbie Amaroso and
Members of City Council

**RE: MAYOR AND COUNCIL TRAVEL EXPENSES –
JANUARY 1 – SEPTEMBER 30, 2013**

PURPOSE

The purpose of this report is to provide a summary of Mayor and Council travel expenses for the period January 1 to September 30, 2013.

BACKGROUND

This report is provided annually to Mayor and Council.

ANALYSIS

Travel costs are within the approved budget.

IMPACT

Not applicable.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

That the report of the Commissioner of Finance and Treasurer concerning Mayor and Council travel expenses for the period January 1 to September 30, 2013 be received as information.

Respectfully submitted,

W. Freiburger, CMA
Commissioner of Finance and Treasurer

Joseph M. Fratesi
Chief Administrative Officer

WF/kl
attachment

The Corporation of the City of Sault Ste. Marie
Summary of Mayor and Council Travel Expenses
January 1 – September 30, 2013

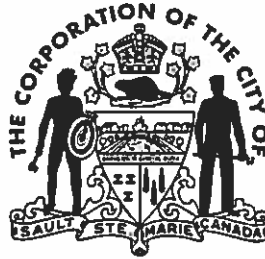
Mayor

D. Amaroso	Travel – Conference	2,635.07	
	– Other City Business - Meetings	<u>473.54</u>	3,108.61

Councillors

M. Bruni	Travel – Conference		2,067.30
S. Butland	Travel – Conferences		3,984.25
P. Christian	Travel – Other City Business - Meeting		625.76
F. Fata	Travel		0.00
J. Krmpotich	Travel		0.00
F. Manzo	Travel		0.00
P. Mick	Travel – Conference	2,070.78	
	– Other City Business - Meeting	<u>270.98</u>	2,341.76
S. Myers	Travel – Conference		1,951.26
R. Niro	Travel		0.00
T. Sheehan	Travel – Conference	2,035.39	
	– Other City Business - Meeting	<u>297.77</u>	2,333.16
L. Turco	Travel – Conference	2,034.06	
	– Executive Meetings	<u>2,679.75</u>	4,713.81
B. Watkins	Travel		0.00

William Freiburger, CMA
Commissioner of Finance
and Treasurer



5(j)
Finance Department

2013 12 02

Mayor Debbie Amaroso and
Members of City Council

RE: BORROWING BY-LAWS FOR 2014

PURPOSE

Each year it is necessary to pass borrowing by-laws for current and capital purposes.

BACKGROUND

Borrowing by-laws are required to provide access to financing for operational and capital purposes.

ANALYSIS

Short term borrowing to meet current expenditures may be required to provide cash flow between tax due dates and the receipt of Provincial grants. The recommended by-law provides for borrowing sums not to exceed \$10,000,000 to meet current expenditures.

Capital borrowing may be required for short and long term purposes for financing of capital projects. The recommended by-law provides for borrowing of sums not to exceed \$15,000,000 for capital purposes for the City.

For 2013, the City had provided the Public Utilities Commission with a borrowing capacity of \$6,200,000 for capital purposes relating to water infrastructure. The Public Utilities Commission has requested the same borrowing capacity of \$6,200,000 be continued for 2014. Currently, the PUC is utilizing \$3,000,000 of the \$6,200,000 line of credit.

The limits are an approved credit line with the City's Banker that is reviewed annually.

IMPACT

Not applicable.

STRATEGIC PLAN

Not applicable.

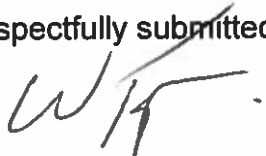
—More—

5(j)

RECOMMENDATION

That the report of the Commissioner of Finance and Treasurer concerning borrowing by-laws for current and capital purposes be received as information. By-laws 2013-215 and 2013-216 appear elsewhere on the agenda and are recommended for approval.

Respectfully submitted,



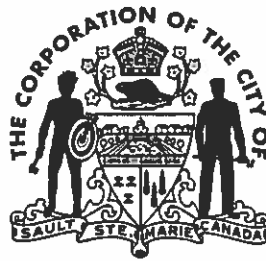
W. Freiburger, CMA
Commissioner of
Finance and Treasurer

WF/kl



RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

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



Clerk's Department

2013 12 02

Mayor Debbie Amaroso and
Members of Council

RE: 2014 MUNICIPAL ELECTION

PURPOSE

The purpose of this report is to provide general information concerning the 2014 Municipal Election.

BACKGROUND

As Council is aware, a regular municipal election will be held in 2014. At this time there have been no changes to the Municipal Elections Act, 1996 that governs the holding of the election. There may be some minor changes to the regulations under the Act which we will provide updates on if and when they occur.

ANALYSIS

The 2014 municipal election will be held in much the same fashion as the 2010 election. The first date that a candidate may file nomination forms is January 2, 2014. The deadline for nominations will be Friday, September 12, 2014. Voting Day will be Monday, October 27, 2014.

We will continue to use the paper ballot/manual count system for the 2014 election, however, there may be some alternative voting methods used on a pilot basis for advance voting to improve accessibility.

We will be populating the election web pages with prospective candidate information in December and will provide general and voter specific information starting in January. There will be a number of information update and action reports provided to Council in the coming months as we proceed through the election year.

IMPACT

The budget for the election will be considered by Council as part of the 2014 budget deliberations.

STRATEGIC PLAN

The election is an operational activity that is not listed in the Strategic Plan, other than a minor item concerned with election technology review.

5(K)

Report to Council – Electronic Meeting Management System
2013 08 12
Page 2.

RECOMMENDATION

This report is provided for Council's information.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Malcolm White', with a long horizontal stroke extending to the right.

Malcolm White
City Clerk

5(1)

Malcolm White

From: Mayor Amaroso
Sent: Wednesday, November 27, 2013 11:51 AM
To: Malcolm White
Subject: Fw: Sault Ste Marie International Bridge toll increase
Attachments: SSMBA toll increase 11-14-13 rev3.doc; Informational Bulletin 11 21 13.doc

These may need to be on monday's agenda will leave that to you.

Sent from my BlackBerry 10 smartphone.

From: Becker, Phil (MDOT)
Sent: Wednesday, November 27, 2013 8:48 AM
To: amy_berglund@levin.senate.gov; Bartlett, Kelly (MDOT); Bosbous, Anthony (Tony) (tonybosbous@hotmail.com); Cameron, James; Charles Moser; Claus, Kristen; Common, Dr. Ron; Congressman Benishek's Office; Davie, Sheri; director@saultstemarie.org; djahn@wmhos.org; Tom Dodds; Don Mitchell; dorazietti.mpp.co@liberal.ola.org; Doug Switzer (doug.switzer@ontruck.org); Dr. Richard Myers; Dube', Micheline; Foster, Frank; George Kinsella; j.fratesi (Internet); linda@saultstemarie.com; Mayor Amaroso; McIntyre, James; McLain, Dr. Tony; Mester, Laura (MDOT); MP Bryan Hayes (bryan.hayes@parl.gc.ca); Raha, Frank (MDOT); Sault Area Hospital; Shackleton, Scott; shelley@ssmcoc.com; spencern@sault.com; Sweeney, Bob (MDOT); Walker, Howard; Walter Heinritzi (wheinritz@mitrucking.org); Wilson, Patrick
Cc: Becker, Phil (MDOT); Hansen, Karl (MDOT); Johnston, Mike (MDOT); Petainen, Peter (MDOT); Sanford, Cheryn (MDOT)
Subject: Sault Ste Marie International Bridge toll increase

Dear International Bridge Stakeholder:

At the November 25, 2013 Sault Ste. Marie Bridge Authority meeting, the Board of Directors approved a toll increase based on the proposal brought forth in August 2013.

Public hearings were held on September 10 and 11, 2013 in the Sister Cities of sault Ste Marie; and on September 4, 2013 in Lansing, MI.

As a business and/or community leader, we believe it is important that you know firsthand the facts and information surrounding the toll increase implementation.

Therefore, I have attached a press release and an informational bulletin which provides toll increase and Prox card revision details.

Please feel free to contact me at (906) 635-5255, extension 112, or, from Canada, 705 942-4345, extension 112, or by email at beckerp@michigan.gov, if you have any questions or desire additional information.

Sincerely, Phil Becker

*The Sault Ste Marie International Bridge
"Celebrating 50 years of International Friendship, 1962-2012"*



Phil Becker
General Manager

*** New Rates Note:**

For the purpose of this illustration CDN currency is assumed at par with U.S. currency. The Canadian currency toll rate is based on a currency equity factor of 1.0000, currently in place, which is based on the six month average currency exchange rate for September 2013 – February 2014 period. The Canadian currency toll rate to be implemented on April 1st of any year may differ from that listed if the six month average currency exchange rate for the previous September through February period differs appreciably.

Note 1:

Class #29 – The proposed trip frequency-based discounts listed requires toll system upgrades and will not be implemented until later in 2014. Public notice of the proposed implementation date for the trip frequency-based discounts will be issued at least 30 days in advance of implementation. Until that time, the Class #29 discount will be 30% off of the proposed Class #1 vehicle rate.

Background on Bridge

On September 1, 2000, the bridge construction bonds were paid off and the Michigan Department of Transportation (MDOT) and the St. Mary's River Bridge Company, the Michigan and Canadian owners of the bridge, entered into an Intergovernmental Agreement that provided for joint operation and management of the bridge.

The agreement as revised on September 14, 2009 established the Sault Ste. Marie Bridge Authority (SSMBA) Board of Directors, which consists of four members from Michigan and three members from Ontario. The agreement also established the International Bridge Administration (IBA) as the bridge operator.

In accordance with the roles and responsibilities contained in the Intergovernmental Agreement, the SSMBA Board provides policy oversight for the bridge, and has the authority to set toll rates, establish insurance limits, and approve budgets and contracts and many other responsibilities.

The IBA is responsible for the day-to-day operation of the bridge and strives to employ one-half Canadian residents and one-half U.S. residents. The IBA is an administrative entity within MDOT, and reports to MDOT on administrative items, and the Sault Ste. Marie Bridge Authority on bridge operation and policy matters.

Flat Traffic/Increasing Costs

The most significant challenge facing the bridge is a flat traffic projection and increasing costs to keep the aging bridge structurally sound and in good condition, plus provide the necessary bridge plaza infrastructure needed to provide for the safe and efficient traffic flow. Bridge traffic has essentially been flat for the last 10 years.

Two Thousand Twelve traffic totaled 2.07M, which is slightly over one-half of the peak of nearly 3.6 million annual crossings in 1992. After a decade long decline, bridge traffic began to stabilize in 2002 when a total of 2.03M vehicles crossed the bridge. During the following six year period, traffic was flat at approximately 1.85M crossings per year. Traffic plunged in 2009 when it hit a 24 year-low of 1.67M crossings. Since then, traffic has been recovering at an annual rate of 7.4% with 2.07M crossings posted in 2012. The IBA projects an annual average increase of 1.1% for the next decade, based on the last 10 year traffic trend.

The bridge is totally financially self-sufficient and receives no federal, state, or provincial operational subsidy. Nearly 90% of bridge revenue comes from toll collections with smaller amounts from property leases and interest income.

The original bridge construction cost \$20 million; the original construction bonds were retired September 1, 2000, so the bridge construction is paid off. However, repainting, bridge repair, and maintenance costs on the 50 year old structure are increasing. The authority expects to expend an estimated \$55 million on bridge rehabilitation and plaza projects in the next 15 years.

The IBA's 30 year financial plan indicates bridge toll revenue will not be sufficient to cover the day-to-day operations, as well as major capital improvement projects recommended by the bridge engineering consultant that performs the annual bridge inspection. The annual inspection report, as well as other engineering studies, have determined the cost and recommended schedule for a number of capital improvement projects needed to keep the bridge and plaza facilities structurally sound and operationally safe.

5(1)

International Bridge Administration
934 Bridge Plaza
Sault Ste. Marie, MI 49783

International Bridge Administration
121 Huron St.
Sault ste. Marie, ON P6A 1R3

Phone: (906) 635-5255 ext. 112
(705) 942-4345 ext. 112
Fax: (906) 635-0540

Please visit our website at: www.michigan.gov/iba
Please visit our web cameras at: www.saultbridge.com

"This message, including any attachments, is intended only for the use of the individual(s) to whom it is addressed and may contain information that is confidential. Any other distribution, copying or disclosure is strictly prohibited. If you are not the intended recipient, or have received this message in error, please notify us immediately by reply email and permanently delete this message including any attachments. Thank you."



SAULT STE. MARIE BRIDGE AUTHORITY

SAULT STE. MARIE, ONTARIO

JAMES MCINTYRE, CHAIR
RICK TALVITIE, MEMBER
GLENN HEWUS, MEMBER
HELEN GILLESPIE, MEMBER

5(1)
SAULT STE. MARIE, MICHIGAN

LINDA HOATH, VICE CHAIR
STUART BRADLEY, MEMBER
SCOTT SHACKLETON, MEMBER
NICHOLAS WHITE, MEMBER

REPLY TO: PHILLIP M. BECKER, P.E., GENERAL MANAGER

934 BRIDGE PLAZA
SAULT STE. MARIE, MICHIGAN 49783
PHONE: (906) 635-5255 FAX: (906) 635-0540
TDD/TTY - MICHIGAN RELAY CENTER (800) 649-3777

121 HURON STREET
SAULT STE. MARIE, ON P6A 1R3
PHONE: (705) 942-4345
www.michigan.gov/fiba

FOR IMMEDIATE RELEASE

MONDAY, NOVEMBER 25, 2013

**CONTACT: Phil Becker, International Bridge Administration, 906-635-5255, ext. 112, or
705-942-4345, ext. 112
Dan Weingarten, MDOT Office of Communications, 906-485-6322, ext. 136**

Toll increase will secure International Bridge's future

November 25, 2013 -- The Sault Ste. Marie Bridge Authority (SSMBA) Board of Directors today voted unanimously to increase tolls on the International Bridge.

The increase covers both commercial and passenger vehicle classifications including raising passenger vehicle tolls from the current \$3 (in U.S. dollars) per trip to \$3.50 per trip on April 1, 2014, and from \$3.50 to \$4 on April 1, 2019. The action by the board also refined the terms of the frequent user "prox card" program in place at the crossing.

The increase was prompted by the SSMBA Board of Directors' review of its long-range financial plan detailing the operational and capital improvement project needs of the bridge for the next 30 years.

"Capital improvement projects expected to cost about \$54.7 million (USD) are needed over the next 15 years to keep the bridge and plaza facilities structurally sound and operationally safe," said Phil Becker, general manager of the International Bridge Administration. "It's important to remember that all toll revenues are dedicated to covering the operational, maintenance and capital costs for the bridge."

Becker said the 51-year-old bridge will continue to operate on a not-for-profit basis. The bridge is completely financially self-sustaining, primarily through toll revenue, and receives no financial subsidy for operations from any other governmental source.

Public hearings were held during September in Michigan and Ontario to review the toll proposals and gather comments.

More information, including commercial vehicle toll rates and details of the prox card

program, can be found on the IBA website at: www.michigan.gov/iba and at:
www.saultbridge.com.

5(1)

###

Sault Ste. Marie International Bridge
"Celebrating 50 Years of International Friendship, 1962 - 2012"

INFORMATIONAL BULLETIN
New Toll Rates for the
SAULT STE. MARIE INTERNATIONAL BRIDGE
March 2014

The purpose of this bulletin is to provide information and relevant facts regarding the purpose and the need for planned toll increases at the International Bridge.

Background

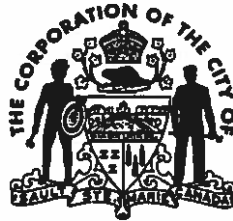
In August of 2013 the Bridge Authority Board authorized public hearings to seek public input on a toll increase proposal. In September 2013 public hearings were conducted in Lansing, Michigan, Sault, Ontario, and Sault, Michigan. A complete transcript of the hearings was given to authority board members in October. With due regard to public input received, the authority board unanimously approved the toll increase proposal at the November 25, 2013 board meeting.

New Toll Rate Schedule

The Sault Ste. Marie Bridge Authority has approved the following toll rate schedule to be effective on the dates indicated. Toll rates listed are based on an assumed exchange rate of \$1 USD = \$1.00 CDN*.

The toll increase is needed to pay for projects required to maintain the safety and structural integrity of the bridge structure and plazas.

Bridge Toll Class Toll Adjustment Date:	New Rates*		
	Current	Effective April 1, 2014*	Effective April 1, 2019*
Class #1: Passenger car or light duty truck, van, motorcycle	\$3.00	\$3.50	\$4.00
Class #2: Class 1 vehicle with 1 axle trailer	\$4.50	\$5.25	\$6.00
Class #3: Class 1 vehicle with 2 axle trailer	\$6.00	\$7.00	\$8.00
Class #29: Frequent User Card-Class 1 vehicle only (see proposed toll rate notes below) See Note 1.			
➤ More than 8 crossings in 30 days – 30% discount	\$2.10	\$2.45	\$2.80
➤ 2-8 crossings in 30 days – 20% discount	\$2.10	\$2.80	\$3.20
➤ Less than 2 crossings in 30 days – 10% discount	\$2.10	\$3.15	\$3.60
Class #12: Recreational vehicle (per axle)	\$2.75	\$3.00	\$3.25
Class #11: Buses (per axle)	\$4.00	\$4.50	\$5.00
Non Passenger Vehicles:			
Class #5: Vehicle with 2 axles	\$8.00	\$9.00	\$10.00
Class #7: Vehicle with 3 axles	\$12.00	\$13.50	\$15.00
Class #8: Vehicle with 4 axles	\$16.00	\$18.00	\$20.00
Class #9: Vehicle with 5 axles	\$20.00	\$22.50	\$25.00
Class #16: Vehicle with 6 axles	\$24.00	\$27.00	\$30.00
Class #17: Vehicle with 7 axles	\$28.00	\$31.50	\$35.00
Class #18: Vehicle with 8 axles	\$32.00	\$36.00	\$40.00
Class #19: Vehicle with 9 axles	\$36.00	\$40.50	\$45.00
Class #20: Vehicle with 10 axles	\$40.00	\$45.00	\$50.00
Class #21: Vehicle with 11 axles	\$44.00	\$50.00	\$55.00
Commercial Vehicles Per Additional Axle	\$4.00	\$4.50	\$5.00



December 2, 2013

Mayor Debbie Amaroso and
Members of City Council

**JOHN RHODES COMMUNITY CENTRE
GRANT APPLICATION FOR SLEDGE HOCKEY**

PURPOSE

The purpose of the report is to seek Council's approval to apply for a grant for a Project Scoping Report to evaluate the barrier free accessibility for Sledge Hockey at the John Rhodes Community Centre (JRCC).

BACKGROUND

For several years sledge hockey (and skating) has been offered at the JRCC in conjunction with the Accessibility Advisory Committee. The program has been successful to the point where a team has been formed to participate in competitions.

Recently the Sault Accessible Sports Council Inc. formed a group which included Tourism Sault Ste. Marie and the Community Services Department, to review the possibility of applying for the Ontario ParaSport Games - specifically the 2015 ParaSport Games. One of the parasport events is sledge hockey. The City meets the facility standards required to host all of the parasports, either through its facilities or education facilities, except in the area of an arena; specifically, there is too much transition between the players' (and penalty bench) areas and the ice surface.

The JRCC Arena 2 is the preferred and most logical location for hosting sledge hockey.

In discussions with the architect for the facility (EPOH Inc.) it was determined that modifications to the JRCC Arena 2 could be undertaken to accommodate the requirements for sledge hockey. The consultant was asked to prepare a proposal outlining what would be entailed to provide a comprehensive report on the requirements needed to make the necessary modifications. Their attached proposal outlines a cost of \$6,000.

ANALYSIS

Sault Accessible Sports Council Inc., Tourism Sault Ste. Marie and the Community Services Department contacted the Federal Government's Community Development Corporation of Sault Ste. Marie and Area regarding applying to the Local Initiatives Fund (LIF). The project does qualify for funding.

The application process requires a supporting resolution from Council.

The information derived from the consultant's report will be useful should Council decide to go ahead with the work in the near future or at some later date.

IMPACT

Of the \$6,000 cost to engage the consultant, \$5,000 would be through the LIF and \$1,000 from the Community Services Department budget.

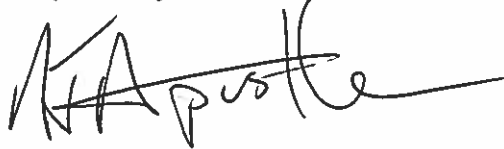
STRATEGIC PLAN

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

RECOMMENDATION

That the report of Commissioner of Community Services concerning a grant application for sledge hockey be received and the recommendation that an application be submitted to the Community Development Corporation of Sault Ste. Marie and Area - Local Initiatives Fund for a grant for a project scoping report for sledge hockey at the John Rhodes Community Centre Arena 2 be approved.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'N. Apostle', with a long horizontal flourish extending to the right.

Nicholas J. Apostle
Commissioner Community Services

g:\council\sledge hockey lif grant

attachment



October 14, 2013

1316

Nick Apostle
Commissioner
Community Services Department
The Corporation of the City of Sault Ste. Marie
Civic Center
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

**Re: Project Scoping Report for
Barrier Free Accessibility Evaluation for Sledge Hockey for the John Rhodes Community Center.**

Dear Nick:

I thank you for the opportunity you have given us to provide this proposal regarding the preparation of a "Project Scoping Report" for the Barrier Free Accessibility for Sledge Hockey for the John Rhodes Community Center for the Corporation of the City of Sault Ste. Marie. Our understanding of the project scope is based on your meeting with Cal Oswin, formally of our office, of 04 September 2013 and his subsequent meeting with myself. For convenience purposes, a summary of this is as follows: In general your requesting a review and evaluation of the existing facility for Barrier Free Accessibility to accommodate a Sledge Hockey. As requested this evaluation would be limited to evaluating barrier free accessibility, to the facility from exterior of the building, to and from the primary set of change rooms in the central core of the building servicing the facilities center ice pad (referred to as Rhodes Pad 2), access to and from the Rhodes Pad 2 ice surface, the players benches, penalty boxes, modifications to the boards and barrier free viewing areas. Fundamental structural, mechanical and electrical systems will need to be modified and will be taken into consideration throughout the process.

Scope of General Services

Our understanding of the scope of services required at this time and which this proposal is based on is as follows:

1. To prepare schematic floor plan(s) showing different options for renovating the space available in the tenant lease hold area to select a preferred option.
2. Prepare a +/-25% construction cost estimate for the preferred schematic design option selected. The estimate shall include all hard and soft costs and all costs associated with design, tendering, construction and construction admin services.

The purpose of these services will be to assist the City in its efforts to evaluate various renovation options for the tenant area, to identify any development issues associated with the space, to estimate their capital cost, and to select a preferred option that can be implemented in the short term future. The study process will develop a clear understanding of project parameters, constraints, scope of work and project costs. The following is a general list of typical activities that are associated with this process:

- A. Needs Assessment - statement of project intentions
- B. Architectural space programming - utilization of space analysis
- C. Survey of existing conditions, measured drawings
- D. Space Analysis - functional layout assessment - Preliminary Floor Plans

March 28, 2013
Page 2

- E. Ontario Building Code Review - Conduct preliminary OBC review: identify projected compliance issues.
- F. Elemental Cost Analysis - develop Class "C" Elemental Cost Analysis based on the "Scope of Work" for the chosen schematic floor plan option(s).
- G. Implementation Analysis - establish the most logical approach to implementing the project based on technical and cost parameters
- H. Prepare Report - as required to suit The City of Sault Ste. Marie project requirements.

Fees for Services

It is understood that the scope of services for this project relate only to the Pre-Implementation Study entitled "Project Scoping Report". This assignment will involve input from both architectural to engineering staff (senior to junior level involvement). Our fees have been calculated based on a reasonable estimation of man-hours required to deliver the above-noted Project Scoping Report. For the total of all activities described above, we propose an Upset Limit of Six Thousand Dollars \$6000. Please note that architectural and engineering "Design" services to implement the project are not included in this proposal. They can be negotiated prior to implementation of the preferred option

Exclusions:

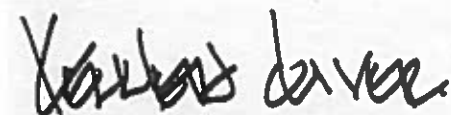
1. Proposed fees are exclusive of HST.
2. Proposed fees are exclusive of Disbursements which include plotting, printing, long-distance telephone and facsimile correspondence, courier/shipping, out-of-town travel, and photography.
Disbursements are to be billed at cost without mark-up.

Work Plan Schedule

We would be in a position to assign principals and technical staff to this project upon your notification to proceed. We anticipate that this work can be completed by early November 2013.

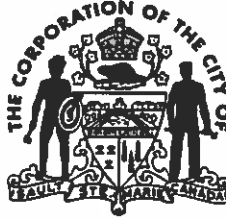
We trust that the information provided is satisfactory for your purposes, however, should you require clarification or have any questions, please do not hesitate to contact us.

Yours truly,



Kenneth Oliver, A.Sc.T., Technologist OAAAS
Principal, EPOH Architects Engineers Interior Designers
Director of Operations.

KO/ko



December 2, 2013

Mayor Debbie Amaroso
and Members of City Council

SAULT STE. MARIE DESIGNATED PROPERTY GRANT PROGRAM REQUEST PRECIOUS BLOOD CATHEDRAL

PURPOSE

The Sault Ste. Marie Municipal Heritage Committee (S.S.M.M.H.C.) received a Designated Property Grant request from the Roman Catholic Episcopal Corporation for Precious Blood Cathedral to assist with the cost to remove the old mortar from between its stone blocks and replace with new mortar - a process called repointing. A grant is being recommended by the S.S.M.M.H.C. in the amount of \$3,000. to assist in the cost of the project with the funds to come from the Designated Property Grant Program budget.

BACKGROUND

The Sault Ste. Marie Municipal Heritage Committee is a committee of City Council committed to the identification and preservation of buildings, structures and lands that are of cultural and/or historical value or interest, and to initiate and promote a conservation ethic and a climate of responsible stewardship of the community's cultural heritage assets.

The Designated Property Grant Program, administered by the Sault Ste. Marie Municipal Heritage Committee was established to assist owners of properties designated under Part IV of the Ontario Heritage Act. Owners of designated heritage properties within the City of Sault Ste. Marie are eligible to receive grants toward the conservation and restoration of their heritage properties.

Through the Designated Property Grant Program, an owner may make application to receive one grant per calendar year for work done on the heritage features of their designated heritage property or on specific structures which ensure the ongoing integrity of their heritage property. The grant is paid to owners who have successfully completed previously approved restoration/conservation projects to the exterior of the property. The grants normally do not exceed 75% of the approved project cost to a maximum of \$3,000. The Designated Property Grant Program is capped at \$12,000. annually.

ANALYSIS

The Sault Ste. Marie Municipal Heritage Committee received an application on August 12, 2013 (see attached) from the Roman Catholic Episcopal Corporation for Precious Blood Cathedral which is a designated heritage building under Part IV of the Ontario Heritage Act. The application requested grant funding under the Designated Property Grant Program to assist with the cost to remove the old mortar from between its stone blocks and replace with new mortar on the south, east and north elevations of the westernmost section of the Cathedral.

5(n)

SSM Designated Property Grant Program Request
2013 12 02
Page 2

The lowest estimate for the project was \$58,500. The S.S.M.M.H.C. reviewed the request at their September 4, 2013 meeting and recommended supporting the project in the amount of \$3,000.

At their October 2, 2013 meeting the S.S.M.M.H.C. passed the following resolution:

Moved by: H. Robbins
Seconded by: L. Beilhartz

"Resolved that the Sault Ste. Marie Municipal Heritage Committee is satisfied with the completion of the re-pointing project on the Precious Blood Cathedral and recommends that a report be sent to City Council for final approval of a \$3,000. grant to the Roman Catholic Episcopal Corporation."

CARRIED

IMPACT

The Designated Property Grant Program budget currently has \$6,000. remaining to support grant requests for 2013.

STRATEGIC PLAN

This item is not related to the City's Strategic Plan.

RECOMMENDATION

That the report of the Manager of Recreation and Culture concerning the request by the Roman Catholic Episcopal Corporation for a grant under the Designated Property Grant Program for masonry removal and re-pointing on the westernmost side of Precious Blood Cathedral, a building designated under Part IV of the Ontario Heritage Act, be received and that the recommendation from the Sault Ste. Marie Municipal Heritage Committee for a grant of \$3,000. from the Designated Property Grant Program be approved.

Respectfully submitted for your approval on behalf of the Sault Ste. Marie Municipal Heritage Committee,



Joseph J. Cain
Manager Recreation & Culture

Recommended for approval,

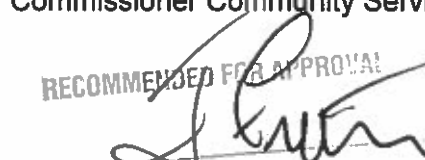


Nicholas J. Apostle
Commissioner Community Services

jb/reccult/hisoric/ssmmhc/desig prop grants/ 2013/ council report precious blood

cc: SSM Municipal Heritage Committee

attachment

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

AUG 12 2013

RECEIVED

**Sault Ste. Marie Municipal Heritage Committee****APPLICATION FOR A DESIGNATED PROPERTY GRANT**

To be completed by the applicant and returned to the Sault Ste. Marie Municipal Heritage Committee, c/o the Manager Recreation & Culture.

Note: In order to be eligible for this grant, properties must be within the City of Sault Ste. Marie and designated under The Ontario Heritage Act, 1975. For specific criteria refer to the document "Guidelines for the Application of a Designated Property Grant."

1. Applicant

Name <u>Roman Catholic Episcopal Corporation</u>	Telephone (include area code) <u>705-256-8474</u>
Address <u>778 Queen St. East Sault Ste. Marie, ON</u>	Postal Code <u>P6A 2B1</u>

2. Property for which application is being made:Precious Blood Cathedral**3. Have you previously received a Designated Property Grant for this property?**☒ Yes ☐ No (If "Yes, give date and amount)

Date	Amount
<u>Oct. 2010</u>	<u>\$ 3000.00</u>

4. Provide a description of the project and cost breakdown. Include details such as materials to be used, sizes, mortar mixes, etc. Enclose all drawings, project photos and/or other material necessary for a complete understanding of the proposed work (use additional sheets as required). Please include any available historic photographs.

Description	Cost
<u>Quotes attached</u>	

5. List all sources and amounts of funding requested for project

Heritage Grant Amount	Amount
	<u>\$ 3000.00</u>
Other Level of Government Funding	
	\$
Private Funds	
	\$

I certify that to the best of my knowledge the information provided in this application for a Designated Property Grant is accurate and complete.

Applicant [Signature] Date August 8, 2013

Nothing contained in this application relieves the applicant from obtaining required Municipal Permits. All work must be carried out in accordance with the requirements of the Ontario Building Code, Municipal By-laws and the City of Sault Ste. Marie Purchasing Policy.

To be completed by the applicant and returned to the Sault Ste. Marie Municipal Heritage Committee c/o the Manager of Recreation and Culture

Personal information on the Application for a Designated Property Grant is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990 M.C.M. 56 and will be used solely to determine applicable information necessary for application. Questions about this collection should be directed to the Sault Ste. Marie Municipal Heritage Committee, c/o the Manager of Recreation & Culture Division.

5(n)

**2313776 Ontario Inc**

Maurizio Viotto
63 Palomino Drive
Sault Ste.Marie, Ont
P6A0B1

705971-8048

Date 13/08/2013
Invoice # 31

Precious Blood Cathedral
778 Queen Street E.
Sault Ste.Marie, Ontario
(Attention: Sam Biasucci)

RECEIVED

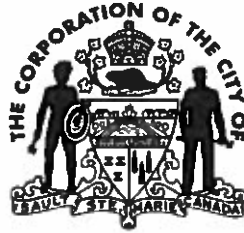
AUG 14 2013

POSTED

PAID

joint repair	To supply labour and material necessary to complete the masonry joint removal and re-pointing. Scope of work is for the south, east and north elevations of the westernmost section of the cathedral.		58,500.00	58,500.00
	5300 58,500 1230 2925.00 1235 4680			
Taxes	Taxes		7,605.00	7,605.00
2313776 Ontario Inc				
GST #836030908				
Total			\$66,105.00	

JOSEPH J. CAIN
MANAGER RECREATION & CULTURE DIVISION



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

2013 12 02

Mayor Debbie Amaroso and
Members of City Council

2012 PROPERTY TAX REBATE

This report is in regards to the Heritage Property Tax Rebate Program for heritage properties designated Under Part IV of the Ontario Heritage Act.

PURPOSE

This report is to provide Council with a summary of, and to seek Council's approval for, the tax rebates being recommended for the 2012 tax year by the Sault Ste. Marie Municipal Heritage Committee for those owners of heritage properties enrolled in the Heritage Property Tax Rebate Program.

BACKGROUND

The Ontario Government, under the Municipal Act, allows municipalities to grant tax rebates of 10% to 40% on the value of an "eligible" heritage property in order to stimulate the restoration and preservation of Ontario's unique heritage assets. In the spring of 2005, City Council passed a resolution accepting the implementation of a 40% Tax Rebate Program in our community. Bylaw 2005-186 outlines the guidelines for those enrolled in the program.

Heritage properties are an important community resource; however, increased costs are often associated with their restoration and maintenance. Programs such as the Sault Ste. Marie Heritage Property Tax Rebate Program recognize these costs, and are seen as an investment in the community by preserving our City's unique cultural heritage and supporting owners of heritage properties. Currently there are 15 owners of 16 heritage properties enrolled in the program. There are a total of 37 heritage sites in the city of Sault Ste. Marie designated under Part IV of the Ontario Heritage Act, and 6 registered sites of cultural heritage value under section 27(1.2) of the Act. Enrolment into the program requires the completion of a Heritage Easement Agreement between the City and the property owner which is then registered on the property title.

ANALYSIS

Owners enrolled in the Heritage Property Tax Rebate Program must complete an annual application for the rebate and indicate what work they plan to do on the heritage property to justify the rebate. In 2011 the Sault Ste. Marie Municipal Heritage Committee, which oversees the program on behalf of City Council, implemented an inspection program for heritage properties enrolled in the tax rebate program. Subsequent inspections were conducted in the fall of 2012 and 2013 to verify progress on the maintenance action plans and identify additional items. This involves members of the Municipal Heritage Committee along with a City Building Inspector attending at each heritage property enrolled in the program. Owners are sent the results and asked to address any immediate concerns and indicate planned future maintenance for their heritage property on the following year's tax rebate application.

There are 15 owners of heritage properties enrolled in the tax rebate program. All but one is being recommended for the 2012 tax rebates. The owner of 708 Queen Street East is not being recommended for the rebate since none of the maintenance issues identified in the 2011 or 2012 inspections have been addressed. A list of those recommended for the rebate is attached for Council's information.

The Municipal Heritage Committee passed the following resolution at their November 6, 2013 meeting:

Moved by: A. McGregor
Seconded by: Dr. R. Ewing

"Resolved that the Sault Ste. Marie Municipal Heritage Committee endorse the 2013 property inspection report for those designated heritage properties enrolled in the Designated Heritage Property Tax Rebate program and that based on the results of the property inspections, recommends to City Council that the Designated Heritage Property Tax Rebate for the 2012 tax year be paid to all enrolled owners except for 708 Queen Street East which has failed to address any recommendations of the Sault Ste. Marie Municipal Heritage Committee since the initial inspection in 2011 and further that a report be sent to City Council to approve the rebates for the 2012 tax year. **CARRIED**

IMPACT

For the 2011 tax year, the total value of the rebates was \$66,593.46 of which \$49,107.56 was the municipal portion. It is expected that due to an increase in participation the rebate will increase nominally for the 2012 tax year.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

That the report of the Manager of Recreation and Culture concerning 2012 heritage property tax rebates be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee that the heritage property tax rebates for the 2012 tax year be paid to the recommended owners be approved.

Respectfully submitted on behalf of the Sault Ste. Marie Municipal Heritage Committee,



Joseph J. Cain
Manager Recreation & Culture

Recommended for approval,



Nicolas J. Apostle
Commissioner Community Services

jb/reccult/sammhc/property tax rebate/2013/council report 2012 rebate

attachment

cc: B. Freiburger, City Treasurer
P. Liepa, City Tax Collector

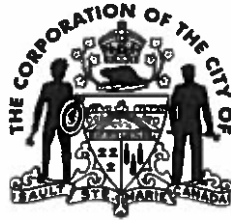
RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

The following properties and owners qualify for the Heritage Property Tax Rebate for the 2012 tax year.

1. **875 Queen Street – Forest Insect Laboratory** - Owned by 1022291 Ontario Ltd.
2. **69 Church Street – Air Service Hanger** – Owned by 1022291 Ontario Ltd.
3. **10 Kensington Terrace, Unit #1- Upton House** – Owned by Dawn MacPhee
4. **10 Kensington Terrace, Unit #2 – Upton House** – Owned by Margaret Keenan
5. **10 Kensington Terrace, Unit #3- Upton House** – Owned by Domenic and Brenda DiSisto
6. **193 Pim Street – Wellington Square Townhouses** – Owned by Mark Coleman
7. **189 Pim Street – Wellington Square Townhouses** – Owned by Jacques Potvin and Joanne Zeppa
8. **191 Pim Street – Wellington Square Townhouses** – Owned by Greg and Patricia Vaughan
9. **115 Upton Road – 1902 Family Residence** – Owned by Dr. T. Best and Dr. M. Leahy
10. **242 - 246 Queen Street East – Hussey Block** – Owned by W. M. Watts Investments Limited
11. **864 Queen St. East – Algonquin Hotel** – Owned by Martin Fiser
12. **1048 Queen Street East – Eastbourne Manor** – Owned by Essar Steel Algoma Inc.
13. **358 – 356 Queen Street – Barnes/ Fawcett Block** – Owned by Sault Financial (Corp) Limited
14. **143 McGregor Avenue – McLeod Family Residence** – Owned by Jacob and Sarah St. Amour
15. **75 Huron Street – Abitibi Head Office** – Owned by Huron Street Properties Inc.



December 2, 2013

Mayor Debbie Amaroso
and Members of City Council

**SAULT STE. MARIE DESIGNATED PROPERTY GRANT PROGRAM REQUEST
BUCHAN HOUSE AT MOCKINGBIRD HILL FARM**

PURPOSE

The Sault Ste. Marie Municipal Heritage Committee (S.S.M.M.H.C.) received a Designated Property Grant request from Robert Cuerrier operator of Mockingbird Hill Farm to assist with the cost of repairs and upgrades to the Buchan House. A grant is being recommended by the S.S.M.M.H.C. in the amount of \$4,000. to assist in the cost of the project with the funds to come from the Designated Heritage Property Grant Program budget and the Designated Heritage Property Grant Reserve.

BACKGROUND

The Sault Ste. Marie Municipal Heritage Committee is a committee of City Council committed to the identification and preservation of buildings, structures and lands that are of cultural and/or historical value or interest, and to initiate and promote a conservation ethic and a climate of responsible stewardship of the community's cultural heritage assets.

The Designated Property Grant Program, administered by the Sault Ste. Marie Municipal Heritage Committee was established to assist owners of properties designated under Part IV of the Ontario Heritage Act. Owners of designated heritage properties within the City of Sault Ste. Marie are eligible to receive grants toward the conservation and restoration of their heritage properties.

Through the Designated Property Grant Program, an owner may make application to receive one grant per calendar year for work done on the heritage features of their designated heritage property or on specific structures which ensure the ongoing integrity of their heritage property. The grant is paid to owners who have successfully completed previously approved restoration/conservation projects to the exterior of the property. The grants normally do not exceed 75% of the approved project cost to a maximum of \$3,000. In some cases the Municipal Heritage Committee can recommend a greater amount depending upon the circumstances. The Designated Property Grant Program is capped at \$12,000. annually.

The Buchan House first came into prominence in 1972 when the City expropriated the property on which the house was located on Carpin Beach Road as part of a land acquisition process for a possible deep water harbour. At the time, the building was measured and photographed, and a description and construction sketches prepared by local architect Perry Short. This information formed the basis for the later designation of the log house in 1991. The house, named the Buchan House after its last registered owners prior to expropriation, was rented by the City until 1988 after which a demolition order was filed by the City's Property Division. Recognizing its heritage significance, the Local Architectural Conservation Advisory Committee (LACAC) now the Sault Ste. Marie Municipal Heritage Committee, moved to have the building designated under Part IV of the Ontario Heritage Act in 1991, and successfully relocated it to a site which typified early pioneer life - the Mockingbird Hill Farm. The reason for designating the house is stated as follows in the Designation report authored by Perry Short:

"The Buchan Residence is the only known locally surviving squared log building in sound condition and with minimal alterations and it embodies the highest standard of traditional solid wood carpentry."

ANALYSIS

The Sault Ste. Marie Municipal Heritage Committee received an application on September 17, 2012 (see attached) from Mr. Robert Cuerrier, who operates the Mockingbird Hill Farm, to do certain repairs and upgrades to the Buchan House. The application requested funding to assist with the cost to re-chink the log walls, apply wood preservative to the log walls and install three windows. The estimated cost for the project was \$5,900. The S.S.M.M.H.C. reviewed the request at their October 3, 2012 meeting and recommended supporting the project in the amount of \$4,000.

At their October 3, 2012 meeting the S.S.M.M.H.C. passed the following resolution:

Moved by: C. Tossell
Seconded by: J. Hugill

"Resolved that the Municipal Heritage Committee provide financial support for three aspects of the renovation of the Buchan House, including materials for the chinking, three windows and wood preservative. The above is subject to review of the historical photos of the windows, and subject to satisfactory completion of the work in the opinion of the MHC, and submission of the receipts to a maximum of two thirds or \$4000. whichever is less; and further this is subject to the Municipal Heritage Committee's final approval of the design of the windows."

CARRIED

The S.S.M.M.H.C. endorsed completion of the project following an inspection of the work in November of 2013.

5(p)

IMPACT

The Designated Property Grant Program budget currently has \$3,000. remaining to support grant requests for 2013. The remaining \$1,000. required can come from the Designated Heritage Property Grant Reserve which currently has a balance of \$37,550.

STRATEGIC PLAN

This item is not related to the City's Strategic Plan.

RECOMMENDATION

That the report of the Manager of Recreation and Culture concerning the request by Robert Cuerrier for a grant under the Designated Property Grant Program for repairs and upgrades to the Buchan House, a building owned by the City of Sault Ste. Marie and designated under Part IV of the Ontario Heritage Act, be received and that the recommendation from the Sault Ste. Marie Municipal Heritage Committee for a grant of \$4,000. from the Designated Property Grant Program with the funds to come as follows - \$3000. from the Designated Heritage Property Grant account and \$1000. from the Designated Heritage Property reserve, be approved.

Respectfully submitted for your approval on behalf of the Sault Ste. Marie Municipal Heritage Committee,

Recommended for approval,



Joseph J. Cain
Manager Recreation & Culture



Nicholas J. Apostle
Commissioner Community Services

p:\recult\recom\smmhc\desig_prop grants\ 2013\ council report buch an house grant

cc: SSM Municipal Heritage Committee

attachment

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

September 11, 2012

Mockingbird Hill Farm
943 Landslide Road
Sault Ste. Marie, ON P8A 6J8

Mr. Joe Cain
Municipal Heritage
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

COMMUNITY SERVICES DEPT.

SEP 17 2012

RECEIVED

Dear Mr. Cain:

Enclosed is a copy of our building permit application for alterations to the Buchan House as well as an application for a heritage grant.

We are looking for your endorsement. We have a permit pending with the City Building Department and an application before the Conservation Authority. Both institutions will require your agreement before we can proceed.

We look forward to your earliest response.

Yours truly,



Robert Cuerrier (Farmer Bob)



5(p)



Sault Ste. Marie Municipal Heritage Committee

APPLICATION FOR A DESIGNATED PROPERTY GRANT

To be completed by the applicant and returned to the Sault Ste. Marie Municipal Heritage Committee, c/o the Manager Recreation & Culture.

Note: In order to be eligible for this grant, properties must be within the City of Sault Ste. Marie and designated under The Ontario Heritage Act, 1975. For specific criteria refer to the document "Guidelines for the Application of a Designated Property Grant."

1. Applicant

Name	Robert Carrier	Telephone (include area code)	705-253-4712
Address	943 Landslide Rd.	Postal Code	P6A 6J7

2. Property for which application is being made:

Buchan House

3. Have you previously received a Designated Property Grant for this property?

☐ Yes ☒ No (If "Yes, give date and amount)

Date	Amount
------	--------

4. Provide a description of the project and cost breakdown. Include details such as materials to be used, sizes, mortar mixes, etc. Enclose all drawings, project photos and/or other material necessary for a complete understanding of the proposed work (use additional sheets as required). Please include any available historic photographs.

Description	Cost
- a Hatched.	

5. List all sources and amounts of funding requested for project

Heritage Grant Amount	Amount
	\$16,400
Other Level of Government Funding	Community Development CDC
Private Funds	Mockingbird Hill Farm.
	\$23,250

I certify that to the best of my knowledge the information provided in this application for a Designated Property Grant is accurate and complete.

Applicant

Rob Carrier

Date

April 30, 2012

Nothing contained in this application relieves the applicant from obtaining required Municipal Permits. All work must be carried out in accordance with the requirements of the Ontario Building Code, Municipal By-laws and the City of Sault Ste. Marie Purchasing Policy.

To be completed by the applicant and returned to the Sault Ste. Marie Municipal Heritage Committee c/o the Manager of Recreation and Culture

Personal information on the Application for a Designated Property Grant is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990 M.C.M. 56 and will be used solely to determine applicable information necessary for application. Questions about this collection should be directed to the Sault Ste. Marie Municipal Heritage Committee, c/o the Manager of Recreation & Culture Division.

2012 10 10

Mr. Robert Cuerrier
Mockingbird Hill Farm
943 Landslide Road
Sault Ste. Marie, ON
P6A 6J8

Dear Mr. Cuerrier:

This is in reference to your application to the Sault Ste. Marie Municipal Heritage Committee for a Designated Property Grant for proposed work to the Buchan House at 943 Landslide Road. I note the date on the application is April 30, 2012 however it was marked received in the Community Services Department office at the Civic Centre on September 17, 2012. The Sault Ste. Marie Municipal Heritage Committee reviewed the application at their October 3, 2012 meeting.

The Committee noted a discrepancy between your building permit application and the Designated Property Grant application. The building permit includes just three items specifically:

- Insulate and chink between the log walls
- Install windows
- Install pull-down stairway

Further, it notes that the building is to be used for storage. Your Designated Property Grant application contains additional work including the installation of hydro service and the installation of a wood stove, stove pipe and floor/wall plates among other items. According to the Building Division you would be required to file a permit for those items as well.

In April, following the site visit of some members of the Sault Ste. Marie Municipal Heritage Committee and discussion at the April Board meeting, a letter was sent to you outlining what the Sault Ste. Marie Municipal Heritage Committee was prepared to support in terms of repairs and upgrades to the building. I've attached that letter for your review. Specifically it states that "The Committee believes that the conservation of the building in its historical context is the only mandate it can support. Any addition or changes to the building for commercial purposes would go beyond the intent of the designation and could not be supported financially..." After discussing your recent

application, the Committee's position remains unchanged. Specifically the Committee is willing to provide financial support for three aspects outlined in your submission estimate:

- Chinking the log walls
- Wood preservative for the log walls
- Three windows as quoted

The Committee is willing to support two thirds of the cost (including materials and installation) to a maximum of \$4,000 whichever is less. The above approval is subject to the Sault Ste. Marie Municipal Heritage Committee approval of the design of the windows, the satisfactory completion of the work in the opinion of the Sault Ste. Marie Municipal Heritage Committee, and the submission of receipts for the purchase of materials and installation costs. A copy of an approved building permit is also required. Please include before and after photos of the project in your final submission.

Please confirm if you plan to accept the Sault Ste. Marie Municipal Heritage Committee's offer of financial assistance. I can be contacted at 705-759-5312.

On behalf of the Sault Ste. Marie Municipal Heritage Committee,



Joseph J. Cain
Manager Recreation & Culture

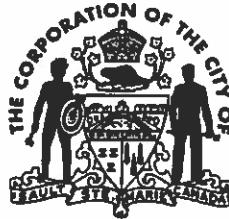
li/rec&cull/historic/ssmmhc/designated property grant/2012/letter to rob cuerrier Oct 10

cc: Sault Ste. Marie Municipal Heritage Committee
L. Whalen, Conservation Authority
D. Maki, Chief Building Official

attachment

JOSEPH J. CAIN
MANAGER RECREATION & CULTURE DIVISION

VIRGINIA MCLEOD
SUPERVISOR COMMUNITY SERVICES



5(9)

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

2013 12 02

Mayor Debbie Amaroso and
Members of City Council

OUTDOOR FITNESS EQUIPMENT

PURPOSE

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

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

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

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

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

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

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

BACKGROUND

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

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

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

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

5(q)

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

June 24, 2013 – Report to Council regarding Outdoor Fitness Equipment was received as information. Council requested further information on costing and location. (Report Attached)

ANALYSIS

Further product research has been conducted since the June report to Council. Safety standards have not been fully developed for outdoor fitness equipment with moving parts. The Canadian Standards Association is the governing body by which playground equipment is manufactured and they are currently developing standards for outdoor fitness equipment with moving parts. It is anticipated that this will take a couple of years before the standards are implemented. Without developed standards there is a heightened risk and therefore it is not recommended that outdoor fitness equipment that has moving parts be installed in any City parks until CSA Standards are developed. Static fitness equipment (no moving parts) is recommended for use.

A meeting with the Accessibility Coordinator as well as a presentation to the Accessibility Advisory Committee has taken place to discuss the addition of an accessible piece of equipment in the future. The accessible unit that was reviewed has moving parts and would be added once the CSA has development standards for the equipment. The area to accommodate the future addition is included in the surface preparation costs.

Discussions have also taken place with the Parks Division and Planning Division to discuss the location for the equipment. Several locations were considered with Clergue Park being recommended. Planning Division is currently preparing drawings for a few different options that are being considered in Clergue Park. A final recommendation will follow upon approval of the funding for the project.

The equipment will be selected to include components that will enhance a person's workout by providing options to increase muscle strength, core fitness, balance and flexibility. The pricing is for a package which includes seven to nine pieces of static outdoor fitness equipment and signage which would cost approximately [\$15,000 equipment + \$3,000 shipping] plus HST.

Site preparation costs vary depending upon the surface that is selected. The equipment is installed on footings that must be below the frost line. The cost to prepare a 34' x 50' site for installation of one of the surface options is approximately \$4,500. The recommended surface for installation is rubber tile at 3 1/4" thick supporting a fall height of five feet. This would cost approximately \$15,000. Alternate surfaces such as wood fibre carpet and pea gravel were also considered but not recommended for this installation.

IMPACT

The estimated cost of the supply and installation of the outdoor fitness equipment is \$37,500 plus HST.

Once installed, the Parks Division would need to conduct regular safety inspections which would be on the same frequency as playground inspections, to ensure that the equipment is in proper working order. This would cost an additional \$2,000 annually.

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

Although the project can be funded from the 5% Sub-Dividers Reserve Fund there are other projects that have been, and are being, identified for this fund such as the field lighting for the slo-pitch diamond at Strathclair Park, indoor golf range at the Northern Community Centre, and a splash pad at a City park. Therefore it is staff's recommendation that the project be referred to the 2014 Budget for consideration along with the other projects.

STRATEGIC PLAN

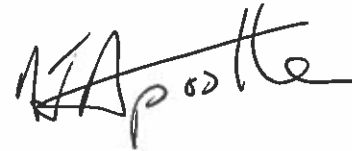
The addition of adult-oriented fitness equipment in parks is identified in the Corporate Strategic Plan, Strategic Direction 3: Enhancing Quality of Life, Objective 3A – Recreational/Cultural Infrastructure.

RECOMMENDATION

That the report of the Supervisor Community Services concerning Outdoor Fitness Equipment be received as information, and that the capital expenditure and supplementary requests be referred to the 2014 budget.

Respectfully submitted,

Recommended for approval,


for Virginia Mcleod
Supervisor Community Services

Nicholas J. Apostle
Commissioner Community Services

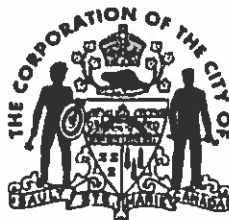
p:\council\2013\outdoor fitness equipment dec 2


RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

5(9)

JOSEPH J. CAIN
MANAGER RECREATION & CULTURE DIVISION

VIRGINIA MCLEOD
SUPERVISOR COMMUNITY SERVICES



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

2013 06 24

Mayor Debbie Amaroso and
Members of City Council

OUTDOOR FITNESS EQUIPMENT

PURPOSE

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

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

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

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

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

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

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

BACKGROUND

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

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

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

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

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

ANALYSIS

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

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

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

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

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

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

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

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

5(9)

IMPACT

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

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

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

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

STRATEGIC PLAN

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

RECOMMENDATION

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

Respectfully submitted,

Recommended for approval,

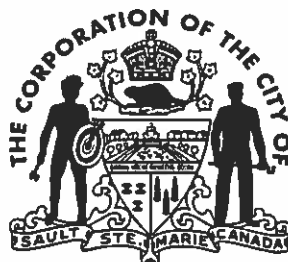
Virginia Mcleod
Supervisor Community Services

Nicholas J. Apostle
Commissioner Community Services

5(r)

Jerry D. Dolcetti, RPP
Commissioner

Don Maki, CBCO
Chief Building Official



ENGINEERING & PLANNING
DEPARTMENT

Building Division

2013 12 02

Mayor Debbie Amaroso and
Members of City Council

**RE: 206 CATHCART STREET
ENFORCEMENT STATUS**

PURPOSE

This report is a response to Council resolution dated November 18, 2013 regarding 206 Cathcart Street: *"be it resolved that the Building Division be requested to report on the status of enforcement activities with respect to 206 Cathcart Street."*

BACKGROUND

The following information will outline the complaint and enforcement history related to all By-Law violations. The history of the property is extensive and the report will as directed provide the status of each complaint filed and will be in short point form, in chronological order starting from the earliest recorded complaint.

No.	Date	By-Law	Nature of Complaint	Status
1.	88-12-19	Building	Work with no permit	Resolved by owner
2.	90-08-20	Zoning	Dwelling unit in cellar	Unresolved. Resolved in #6.
3.	90-09-14	Standards	Leaking roof	Unresolved. Resolved in #4.
4.	91-01-25	Standards	Leaking roof, interior finishes, minor plumbing	Resolved by owner.
5.	91-06-04	Standards	Exterior siding, interior flooring & walls, leaking roof, fire safety	Partially resolved by owner
6.	97-04-28	Zoning	2 additional dwelling units	Resolved by owner
7.	01-06-12	Yard	Debris in yard	Unresolved
8.	01-09-14	Standards	Interior debris and broken window	Resolved by owner
9.	03-08-13	Yard	Tall grass and debris	Resolved by owner

No.	Date	By-Law	Nature of Complaint	Status
10.	04-03-02	Standards	Open / broken windows	Resolved by City – costs added to property taxes
11.	05-09-01	Yard	Debris in yard	Unresolved
12.	06-08-16	Standards	Pigeons entering building. Building exterior deteriorated.	Resolved by City – costs added to property taxes
13.	08-03-31	Standards	Windows missing. Building not secure.	Resolved – no action required.
14.	09-04-29	Standards	Broken windows	Resolved by owner
15.	09-08-12	Standards	Interior review of fire damage	Unresolved – unable to gain entry
16.	12-09-11	Standards	Siding falling off. Tall grass.	Resolved by owner
17.	13-10-10	Standards	Windows not secure. Fire damage not repaired.	Appealed by owner – hearing pending needed quorum
18.	13-10-29	Yard	Debris in yard	Resolved by owner

ANALYSIS

There has been a long history of non-compliance from 1988 to present. In many cases, compliance has only been achieved through the persistence of the Building Division. This building was constructed in 1907 using materials that were standard construction practice at the time. All buildings have a certain life span. When buildings reach a certain time in its life span, continued maintenance is required. It would appear this has been lacking. The present Order that has been applied was directing the owner to do internal repairs to the fire damaged portions of the building. As indicated this Order has been appealed to the Standards Committee. At this time there is no action that can be taken concerning the securing and interior repairing of the building. See attached order, tracking update.

IMPACT

The action on the last order has been suspended until such time the Standards Committee has their hearing. The Standards Committee has the authority to either uphold the Order, rescind the Order or amend the Order. The Committee can also extend the time for compliance to an Order. Once a copy of the decision is issued to the owner, it can be appealed to the Superior Court of Justice within 14 days of receipt.

At this time, no action on the issued Order can be undertaken. However upon exhaustion of the appeal process, the City can take any action they deem necessary to remedy the Order. Remedies could include repairing the defects to meet minimum standards or demolition of the

entire structure as deemed necessary. These circumstances are similar to those at 606 Wellington Street East, which was owned by the same party. Any associated costs with such remedy can be added to the taxes and recovered likewise.

STRATEGIC PLAN

There is no applicable strategic direction but rather enforcement of the Building Code Act.

RECOMMENDATION

It is recommended that the report of the Chief Building Official concerning the status of enforcement for civic no. 206 Cathcart Street be received as information, and further that efforts will continue to resolve outstanding non-compliances to the extent of demolition, if required.

Respectfully submitted,



Don W. Maki, CBCO
Chief Building Official

Recommended for approval,



Jerry D. Dolcetti, RPP
Commissioner of Engineering and Planning

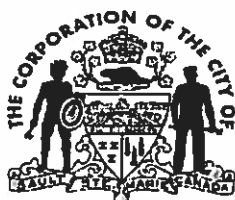
/ds

Attach.

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer



2013/11/21

BUILDING DIVISION COMPLAINT

COMPLAINT #: 006159

FILE #: 2485

COMPLAINT DATE: 2013/10/10

	NAME	ADDRESS	PHONE
COMPLAINEE:	KERNS PERRY RAYMOND	206 CATHCART STREET	
COMPLAINER:			
COUNCILLOR:			

PARTICULARS: PERSON RECEIVING CALL: TB

REVIEW LANDS AND BUILDING

COMPLAINT TYPE: Standards

DATE of INSPECTION: 2013/10/11

Inspector Action	Date	Follow-up
Resolved - No action		
Issue Order to Comply		
Send Informal Notice		
Issue Order to Remedy	2013/10/25	2013/11/25
Send for Legal Action		
Legal Warning Letter Sent		
1st Court Appearance		
2nd Court Appearance		
3rd Court Appearance		
Extend Date		
Order/Notice Posted		
Issue Work Requisition		
Work Complete - Resolved		

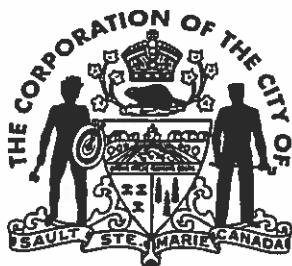
2013/10/25	TB	13/10/11 - BUILDING IS ABANDONED - INTERIOR IS BURNT OUT - NO ENTRY - BUILDING IS SECURE
2013/10/25		PHOTOS TAKEN
2013/11/07	MK	STANDARDS ORDER RECEIVED

Last Date Modified: 2013/11/21

5(r)

Jerry D. Dolcetti, RPP
Commissioner

Don Maki, CBCO
Chief Building Official



ENGINEERING & PLANNING
DEPARTMENT

Building Division

***ORDER TO REMEDY VIOLATION
OF STANDARDS OF MAINTENANCE AND OCCUPANCY
Pursuant to Section 15.2 of the Ontario Building Code Act, S.O. 1992, c23**

2013 10 25

Mr. Perry Raymond Russel Kerns
203 PINE STREET
SAULT STE. MARIE, ON P6A 3Z1

Dear Mr. Kerns:

RE: CIVIC NO. 206 CATHCART STREET, PLAN 727 LOT 159 SPT

BE ADVISED that on October 11, 2013 an inspection of your property, as noted above, revealed certain violations of the Municipality's Property Standards By-Law No. 2012-9.

The violation(s) are set out in **Schedule "A"**, attached hereto, and forms part of this **ORDER**.

IT IS HEREBY CHARGED THAT the violation(s) as set out in **Schedule "A"** be remedied and the property brought into a condition of compliance with the prescribed standards as set out in the Property Standards By-Law No. 2012-9 on or before: **November 25, 2013**.

TAKE NOTICE that if such violation(s) are not remedied within the time specified in this order, the municipality may correct such violations at the expense of the owner.

APPEAL TO PROPERTY STANDARDS COMMITTEE

If an owner or occupant upon whom an order has been served is not satisfied with the terms or conditions of the order the owner or occupant may appeal to the Property Standards Appeals Committee by sending a **NOTICE OF APPEAL** (attached) by registered mail to the Secretary of the Committee within fourteen (14) days after service of the order, and, in the event that no appeal is taken, the order shall be deemed to be final and binding.

FINAL DATE FOR APPEAL: November 15, 2013

Don W. Maki, CBCO
Property Standards Officer & Chief Building Official
Phone: 705-759-5399

TAB/ds

c.c. Property Standards inspector: Tyler A. Bertrand, CBCO, CPSO, MLEO@
Phone # 705-759-5414 File No. 2485

\\Citydata\\builddiv\\danny.schaer\\form letters\\October\\2485 - Order To Remedy - 206 Cathcart Street.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) 759-5399 ~ Fax: (705) 541-7165
www.cityssm.on.ca ~ d.maki@cityssm.on.ca

SCHEDULE "A"

VIOLATION	AREA	REFERENCE TO BY-LAW 2012-9
1. The owner or agent of a vacant building shall board up the building to the satisfaction of the Property Standards Officer by covering all openings through which entry may be obtained with at least 12.7 mm (0.5 inch) weatherproof sheet plywood securely fastened to the building & painted a colour compatible with the surrounding walls.	Entire dwelling	7.02 (2)
2. Fire damaged buildings, or portions thereof, shall be repaired to their original condition or shall be demolished accordingly within 90 days.	Entire dwelling	7.03 (2)

File No. 2485

Date: 2013 10 25



2013/11/21

BUILDING DIVISION COMPLAINTS

No. Street Name
00206CATH

Follow Up

All Complaints

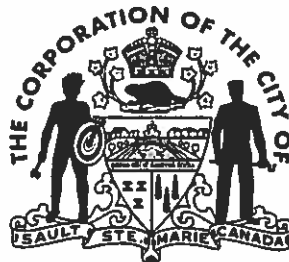
No.	Street Name	Date	Remark	Complaint File
00206	CATHCART STREET	20050901	BEDS PILED IN YARD	000467 2485
00206	CATHCART STREET	20060817	GLEN PLEASE REVIEW THIS, THIS MORNING THE C.E.O.'s AND LOU TURCO	2007/09/04 001142 2485
00206	CATHCART STREET	20061208	SCAFOLDING BLOCKING SIDEWALK	2006/12/08 001425 2485
00206	CATHCART STREET	20080401	- building is not up to minimum standards - windows are missing - building not	2008/04/01 002203 2485
00206	CATHCART STREET	20090602	BUILDING HAS HOLES - PIGEONS GAINING ACCESS	2009/07/14 003100 2485
00206	CATHCART STREET	20090429	ABANDONED BUILDING - BROKEN WINDOWS	2009/07/13 003119 2485
00206	CATHCART STREET	20090812	REVIEW ENTIRE PROPERTY & BUILDING	003376 2485
00206	CATHCART STREET	20110412	REVIEW PROPERTY AND BUILDING	2011/04/13 004357 2485
00206	CATHCART STREET	20120911	REVIEW BUILDING AND LAND	2013/05/21 005410 2485
00206	CATHCART STREET	20131010	REVIEW LANDS AND BUILDING	006159 2485
00206	CATHCART STREET	20131029	12-15 GARBAGE BAGS	2013/11/15 006185 2485

11 Complaints

5(1)

Jerry Dolcetti, RPP
Commissioner

Madison Zuppa, MES
Environmental Initiatives Coordinator



ENGINEERING & PLANNING
DEPARTMENT

Engineering & Construction Division

2013 12 02

Mayor Debbie Amaroso and
Members of City Council

RE: SOLAR PHOTOVOLTAIC UPDATE

PURPOSE

This report is in response to a council resolution dated 2013 09 23:

Whereas many significant alternative energy initiatives have been denied because of lack of transmission capacity, Be It Resolved that the Environmental Initiatives Committee through appropriate staff consider and evaluate the MicroFIT Solar proposal from Solar Logix with attention to feasibility, logistics and economies and report back to Council.

BACKGROUND

The City of Sault Ste. Marie has been reviewing the potential for rooftop solar photovoltaic on municipal facilities since the establishment of the Feed-In-Tariff (FIT) program in 2009. 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 October 2012, the Environmental Initiatives Coordinator submitted a report to Council that discussed the limitations of utilizing municipal facilities for rooftop solar photovoltaic installations. The report concluded that any municipal facility built prior to the 2006 Building Code would likely not be suitable without a structural assessment. An initial review was completed on the following buildings: Public Works and Transportation; Transit Services; West End Community Centre; and Essar Centre. The West End Community Centre was deemed the most suitable for the installation of solar panels. As a result City staff worked with EPOH to ensure the facility had excess capacity built into the roof to accommodate a potential rooftop solar photovoltaic system. The West End Community Centre would also be a project that staff would learn from when reviewing additional City facilities in the future.

Not only did the municipal facilities have limitations, but in January 2013 City staff were also advised of transmission capacity constraints in the Sault Ste. Marie area. These constraints related to FIT 2.0 would result in all smallFIT project applications being denied contracts, which was the case in the announcement made on July 3, 2013¹. This included the PUC Services Inc. submission for the West End Community Centre.

¹ OPA. 2013. July 3, 2013: Small FIT contracts offered. [Online]. Date Accessed: 25 November 2013. Available at: <http://fit.powerauthority.on.ca/newsroom/july-3-2013-program-update>

On January 16, 2013, the City called a meeting with representatives from the Province of Ontario, Great Lakes Power Transmission (GLPT), PUC, Algoma Power, SSM Economic Development Corporation, SSM Innovation Centre, and N-Sci Technologies to determine if there were any solutions to the transmission constraints. GLPT proposed to work with the IESO, Hydro One and OPA to complete a study exploring constraints from the Sault to Sudbury and propose possible strategies and subsequent costs, including minor system upgrades that may allow more renewable energy connections.

The OPA also initiated another review of the program in the Summer/Fall of 2013 and recently released new program rules for FIT 3.0, including domestic content changes, price adjustments and an updated Transmission Availability Table (TAT). The updated TAT, which can be found on the OPA's website², indicates that the Sault Ste. Marie area has approximately 10 MW of available capacity. Applications that did not receive contracts are able to re-apply to the OPA between November 4, 2013 through December 13, 2013, but will be subject to the new rules.

ANALYSIS

On October 24, 2013, at the regular meeting of the Municipal Environmental Initiatives (Green) Committee the Solar Logix proposal was discussed. Limitations that were originally identified in the previous solar photovoltaic review still exist. Given that: 10 MW of transmission capacity has become available in the area; the PUC re-confirmed their interest in West End Community Centre project; and the timelines to complete structural review on potential municipality facilities and subsequent request for proposals are unrealistic, the Green Committee recommended that the City continue to work with the PUC on the West End Community Centre project.

On November 19, 2013, City staff met with PUC Services to discuss the Lease Agreement previously approved at the regular Council meeting of 2012 09 24. Section 11 of the Lease Agreement permits the assignment or transfer of the Lease only with prior written consent of the City.

PUC Services has requested the City's permission to a Sublease of the Lease Agreement to the Simcoe County Community Energy Cooperative Inc. (SCCEC). The SCCEC will assist the West End Community Centre project in claiming eligible priority points under the "Community Participation Project" OPA category. Priority points will assist in the ranking of projects submitted through FIT 3.0 and will therefore increase the potential for the OPA to award a FIT Contract. Details on the priority point categories can be found on the OPA website.³

Relevant City Staff met with PUC Services and with representatives from SCCEC and EthoSolar Inc., the proposed project developer, via conference call to discuss the SSCEC structure and the Community Participation Project OPA category. An information pamphlet has been attached for information (Appendix A).

² OPA. 2013. Transmission Availability Table: October 9, 2013. [Online]. Date Accessed: 25 November 2013. Available at: http://fit.powerauthority.on.ca/sites/default/files/version3/TAT%20table%20-%20October%209%202013%20%28final%29_0.pdf

³ OPA. 2013. Claiming Priority Points. [Online]. Date Accessed: 25 November 2013. Available at: <http://fit.powerauthority.on.ca/fit-program/claiming-priority-points>

Local members of the SCCEC will not only benefit financially from potential contracts from the OPA, but the Co-op provides value added economic benefits to Sault Ste. Marie. Further, City Staff negotiated with PUC Services Inc. and SCCEC the terms for the requested sublease which were formalized in the Sublease & Consent to Sublease (the "Sublease") before Council. The Sublease confirms the nature of the relationship between the City, PUC Services Inc. and the SCCEC. The SCCEC covenants and agrees to be bound by the terms and conditions contained in the Lease Agreement which is also attached to the Sublease. Furthermore, PUC Services covenants and agrees that the Sublease in no way releases PUC Services Inc. from any of its responsibilities, liabilities and indemnities under the Lease Agreement.

IMPACT

PUC Services Inc. previously negotiated payments for the lease of the West End Community Centre roof with the City and is outlined in Schedule A.

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 Solar Photovoltaic Update be received as information. By-Law 2013-238 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Madison Zuppa, MES
Environmental Initiatives Coordinator

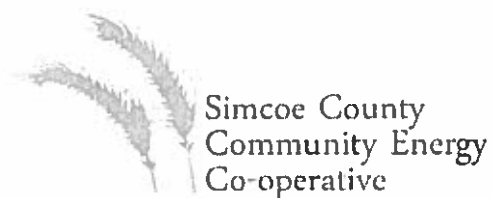
Recommended for approval,



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

Attach.

Appendix "A"



Simcoe County Community Energy Co-operative
560 Anne Street North, Barrie, Ontario L4M 4S4
Tel 705.252.9155 | Fax 705.722.6769 | admin@sccec.ca

INTRODUCTION TO SIMCOE COUNTY COMMUNITY ENERGY CO-OPERATIVE

Simcoe County Community Energy Co-operative (SCCEC) is a co-op that was developed with the goal to give people the chance to promote environmental awareness while also creating good investment opportunities. SCCEC is a for-profit business venture that seeks to offer an attractive and sustainable investment vehicle for members of Ontario communities. This will help our communities generate revenues that are designed to remain local and improve the overall wealth of the municipality.

ENVIRONMENTAL

In its initial phase, SCCEC will invest its resources into Solar Photovoltaic (PV) where it will aim to build a large number of Solar PV rooftop projects. These solar PV projects not only provide affordable electricity for decades to come, but also help reduce our carbon footprint which will help preserve the beautiful landscape we enjoy across the province of Ontario. Roof and ground mount installations demonstrate a leading edge commitment to sustainability, which is a valuable marketing asset for any municipality.

INVESTMENT

Membership with the SCCEC will pay approximately 6% annual interest plus a dividend share which will vary from year to year. The SCCEC will also allow for members of the community who own property to participate/invest in Renewable Energy and receive compensation from the Ontario Power Authority. This investment can be very lucrative for property owners in Ontario. It will enable residents to generate additional income they in turn can invest in the local municipality.

MUNICIPALITY

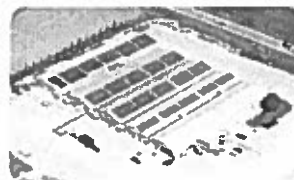
It is the intent of SCCEC to engage the public, particularly property owners to participate as members of the SCCEC. By doing so SCCEC helps spread the benefits that come with investing in Renewable Energy among the residents of Ontario. The SCCEC allows and encourages anyone to become a member and enjoy the benefits of being a part of SCCEC.

BOARD OF DIRECTORS

Brian Dunlop
Sam Langman

Geri Rounds
Ken Rounds

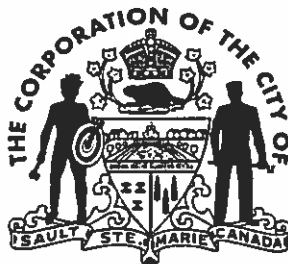
Henry Vander Wielen
Dr. Peter Vanderzaag



5(+)

Jerry Dolcetti, RPP
Commissioner

Madison Zuppa, MES
Environmental Initiatives Coordinator



ENGINEERING & PLANNING
DEPARTMENT

Engineering & Construction Division

2013 12 02

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) 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 another FIT 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 Transmission Availability Table (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 13, 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". The following proponent is requesting Council support for rooftop solar photovoltaic systems through Simcoe County Community Energy Co-operative Inc. (see Schedule A):

1. Mar-li – Automotive Parts & Supply, 340 Great Northern Road, Sault Ste. Marie, Ontario.

The proponent for the following project has requested Council support for a rooftop solar photovoltaic system (see Schedule A):

2. F. J. Davey Home, 733 Third Line East, Sault Ste. Marie, Ontario.

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

2013 12 02

Page 2

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".

These 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 Michelle Bloom Contreras, EthoSolar Inc. (project 1); and Karen Mascardelli, F.J. Davey Home (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 2013-237 appears elsewhere on the agenda authorizing two (2) Municipal Council Support Resolution and is recommended for approval.

Respectfully submitted,



Madison Zuppa, MES
Environmental Initiatives Coordinator

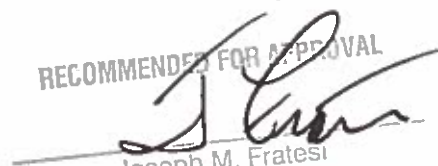
Recommended for approval,



Jerry Doloetti, RPP
Commissioner
Engineering & Planning Department

Attach.

RECOMMENDED FOR APPROVAL

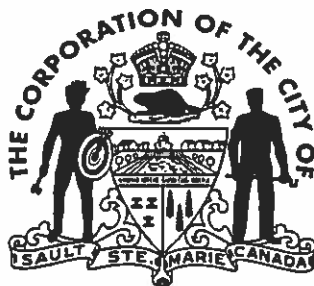


Joseph M. Fratesi
Chief Administrative Officer

5(u)

Jerry Dolcetti, RPP
Commissioner

Don Elliott, P. Eng.
Director of Engineering Services



Engineering & Planning
Department

2013 12 02

File: B-13-05

Mayor Debbie Amaroso and
Members of City Council

RE: BRIDGE REPAIRS DUE TO FLOODING - Engineering Agreement

PURPOSE

The purpose of this report is to recommend that Council authorize an engineering agreement for the design and contract administration of repairs to City bridges.

BACKGROUND

At the meeting of 2013 11 04, Council approved that Tulloch Engineering be retained for design and contract administration services for repairs to bridges.

ANALYSIS

Three bridge structures were significantly damaged in the September 10, 2013 flooding event, and at least seven others experienced considerable erosion problems. Tulloch Engineering has been retained and has prepared designs for repair, and continues to prepare designs for repair to these bridges.

IMPACT

The impact to the budget is the engineering fee estimate of \$185,000 plus tax. Funds will come from the \$2.5M allowance in the 2014 capital allocation for bridges and aqueducts, as approved at the 2013 11 04 meeting.

STRATEGIC PLAN

Bridge rehabilitation/replacement is linked to the Transportation Network Improvements objective under the Developing Solid Infrastructure strategic direction.

RECOMMENDATION

It is recommended that Council authorize an agreement for engineering services with Tulloch Engineering for design and contract administration of repairs to City bridges damaged in the September 10 flooding event. Bylaw 2013 – 225 authorizing the execution of the agreement can be found elsewhere on this evening's agenda.

September 10 flooding event. Bylaw 2013 – 225 authorizing the execution of the agreement can be found elsewhere on this evening's agenda.

Respectfully submitted,



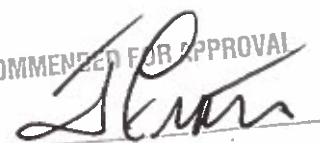
Don Elliott, P. Eng.
Director of Engineering Services

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

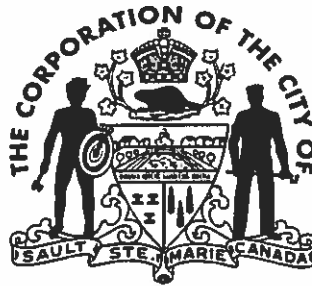
DE/bb

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

5(v)

Jerry Dolcetti, RPP
Commissioner

Don Elliott, P. Eng.
Director of Engineering Services



Engineering & Planning
Department

2013 12 02

File: B-11-08

Mayor Debbie Amaroso and
Members of City Council

**RE: ENVIRONMENTAL ASSESSMENTS FOR FLOODING; McNABB STREET AND
MACDONALD AVENUE – ENGINEERING AGREEMENT**

PURPOSE

The purpose of this report is to recommend that Council authorize an engineering agreement for the completion of two class environmental assessments.

BACKGROUND

At the meeting of 2013 09 23, Council approved that Tulloch Engineering be retained for completion of two environmental assessments for flood prone areas; one on McNabb Street east of Pim Street, and the other on MacDonald Avenue in the area of Brien Avenue.

The Class Environmental Assessment process ensures compliance with the Environmental Assessment Act. Its purpose is to ensure all reasonable alternatives for mitigating a problem are evaluated and all potential threats to the physical and social environment are addressed.

ANALYSIS

The two flood prone areas addressed by this report are McNabb Street and MacDonald Avenue. Significant surface flooding occurs at these locations in the public roadways, and private parking lots and driveways. The possible remedies include increased pipe sizes, in line enclosed pipe storage/retention and/or retention pond construction at an upstream location. The environmental assessment process will determine the preferred method of flood mitigation in these areas. The eventual construction of stormwater retention infrastructure may reduce the frequency of flooding but it will not eliminate it. Property owners are encouraged to complete all measures to their structures which will reduce the potential for flooding.

IMPACT

It is always difficult to estimate the cost of environmental assessments as the level of effort is unknown. The impact to the budget is the estimated engineering fee of \$90,000 plus tax. Funds will come from the approved \$50,000 in the 2013 miscellaneous construction budget and a \$40,000 allowance to be included in the 2014 miscellaneous construction budget.

STRATEGIC PLAN

Stormwater management is linked to objective 1A, Environmental Leadership under the Developing Solid Infrastructure strategic direction.

RECOMMENDATION

It is recommended that Council authorize an agreement for engineering services with Tulloch Engineering for completion of two environmental assessments for flooding mitigation in the areas of McNabb Street east of Pim, and MacDonald Avenue near Brien. By-law 2013-226 authorizing the execution of the agreement can be found elsewhere on this evening's agenda.

Respectfully submitted,



Don Elliott, P. Eng.
Director of Engineering Services

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

DE/bb

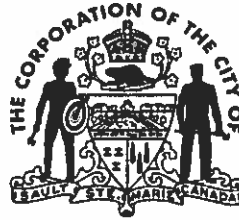
RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

57(w)

**Jerry Dolcetti, RPP
Commissioner**

**Madison Zuppa, MES
Environmental Initiatives Coordinator**



**ENGINEERING & PLANNING
DEPARTMENT**

Engineering & Construction Division

2013 12 02

Mayor Debbie Amaroso and
Members of City Council

RE: Ontario Community Environment Fund (OCEF) Application

PURPOSE

The purpose of this report is to inform Mayor and Council of an Ontario Community Environment Fund (OCEF) application that was submitted by City staff titled: Spill and Pollution Prevention Outreach Program (SPPOP).

BACKGROUND

Water pollution is a problem in many communities, including Sault Ste. Marie, but it can be reduced by educating the public. Individuals need to understand the impact on local waterways when pollution enters the environment through catch basins. Water that flows through storm sewers flows directly into our waterways in many instances. Reducing the amount of pollution that enters the catch basins is crucial.

The City of Sault Ste. Marie is working with local partners to develop a Spill and Pollution Prevention Outreach Program (SPPOP). The project will engage youth organizations, including local units of the Girl Guides of Canada. Demonstrations and education material will be provided to participants prior to their involvement in the hands-on activity day. The activity day plans to utilize Trout Unlimited Canada's Yellow Fish Road program, which is a "national conservation education initiative". Having youth groups paint the catch basins with a yellow fish will provide a constant reminder to residents to protect their environment and take pride in being an environmental steward. Sault Ste. Marie will lead by example by joining this national movement.

This project is eligible to receive financial resources under the Ontario Community Environment Fund. The fund "uses money collected from environmental penalties for projects located in the watersheds where the violation(s) occurred" ¹. On November 8, 2013, the City of Sault Ste. Marie submitted an application through OCEF to cover costs related to program supplies, advertising, and educational material for participants and the public. Applicants will be notified in early summer 2014 regarding funding allocations.

¹ Ministry of Environment. 2013. Ontario Community Environment Fund. [Online]. Date Accessed: 20 November 2013. Available at: http://www.ene.gov.on.ca/environment/en/funding/community_environment_fund/.

ANALYSIS

Content for the application was organized by the Environmental Special Projects Intern, and provided by program partners, including: Councillor Susan Myers; City staff from Engineering and Planning, Legal, and Public Works and Transportation; Sault Ste. Marie Police Services; Sault Ste. Marie Region Conservation Authority; Remedial Action Plan Coordinator; and the Local Units 9 and 25 of the Girl Guides of Canada.

IMPACT

The City has requested \$4,655.15 through the OCEF to assist in the implementation of the SPPOP. Announcements for successful applications will be made in the early summer of 2014. There will be no budgetary impact should the application be successful.

STRATEGIC PLAN

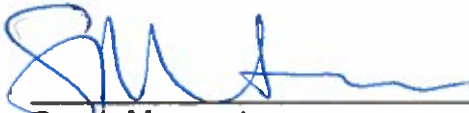
The Corporate Strategic Plan contains numerous references to environmental awareness; however, the Spill and Pollution Prevention Outreach Program is not included.

RECOMMENDATION

That the report of the Environmental Special Projects Intern concerning the Ontario Community Environment Fund be received as information.

Respectfully submitted,

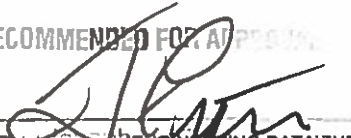
Recommended for Approval:



Sarah Muncaster
Environmental Special Projects Intern

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

RECOMMENDED FOR APPROVAL

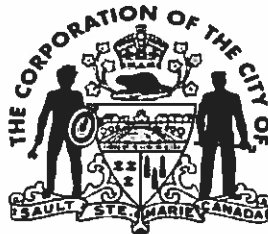


Chief Administrative Officer

5(x)

Fire Chief - Marcel Provenzano
Deputy Fire Chief - Frank Brescacin

Division Heads:
EMS – Robert Rushworth
Fire Prevention – Paul Milosevich
Support Services – Jim St. Jules



Emergency Direct "911"
Emergency Phone (705) 949-3333
Business Phone (705) 949-3335
Fire Prevention Phone (705) 949-3377
Emergency Medical Services (705) 949-3387
Fax Phone (705) 949-2341

FIRE SERVICES
72 Tancred Street
Sault Ste. Marie, Ontario
P6A 2W1

December 2, 2013

Mayor Debbie Amaroso and
Members of City Council

Re: Fire Protection Agreement between the City of Sault Ste. Marie and The Batchewana First Nation of Ojibways (Rankin Reserve 15D)

PURPOSE

The purpose of this report is to seek Council's approval for a five year renewal to provide fire protection services for the Rankin Reserve.

BACKGROUND

The City and The Batchewana First Nation of Ojibways have had fire protection agreements in place since 1976. The current agreement expires December 31, 2013.

A renegotiated five-year agreement commencing January 1, 2014, was endorsed by Batchewana First Nation's Band Council on October 17, 2013. This renewal is an extension to the existing agreement.

The implementation of this renewed agreement is subject to Council's approval.

ANALYSIS

The renewed agreement has no major changes to it with Fire Services continuing to respond to all fire related and emergency medical occurrences. Year to year formulary changes are included in our invoicing to determine current service fees.

Upon Council's approval the agreement will provide the Rankin Reserve with continued seamless fire protection and emergency medical services through to December 31, 2018.

The City Solicitor was kept apprised throughout the negotiations, and has endorsed the agreement.

- More -

IMPACT

The agreement with the Batchewana First Nation of Ojibways generated \$112,612 in revenue for the City in 2013.

STRATEGIC PLAN

The renewal of this agreement is not linked to the City's Strategic Plan.

RECOMMENDATION

That the report of December 2, 2013 be received and the recommendation that the City renews its Fire Protection Agreement with the Batchewana First Nation of Ojibways for an additional five year term be approved. By-law 2013-227 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Marcel Provenzano
Fire Chief

RECOMMENDED FOR APPROVAL

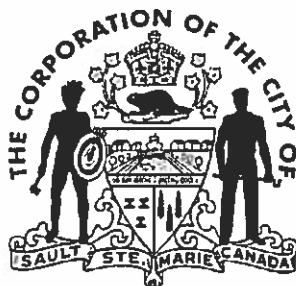
Joseph M. Fratesi
Chief Administrative Officer

57(y)

**NUALA KENNY
CITY SOLICITOR**

**MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR**

**MATTHEW CAPUTO
SOLICITOR/PROSECUTOR**



LEGAL DEPARTMENT

FILE NO.: Map 54

2013 12 02

Mayor Debbie Amaroso
and Members of City Council

**RE: REQUEST TO HAVE CITY OWNED PROPERTY ABUTTING 102 MCFADDEN
AVENUE DECLARED SURPLUS TO THE CITY'S NEEDS**

PURPOSE

The purpose of this report is to recommend to Council that the City owned property abutting 102 McFadden Avenue, described as PIN 31593-0240 (LT) PT LT 288-289 PL 6541 KORAH AS IN T322413 and shown on the attached map, be declared surplus and put on the market for sale by the City.

ATTACHMENT

Attached as Schedule "A" is a drawing of the property, with the property shown as "Subject Property".

BACKGROUND

The City was contacted in October of 2013 to purchase the property that abuts 102 McFadden Avenue.

The usual City Departments were circulated for comments as to whether or not this property could be declared surplus to the City's needs. There were no concerns regarding declaring this property surplus. The Planning Department recommended that this property be sold to the abutting property owner.

-More-

2013 12 02
Page 2

ANALYSIS

The City procedure is that Council would pass a by-law declaring the property surplus. Then the property would be advertised once in the Sault Star and also appear on the City web page.

IMPACT

If the City decides to dispose of the property it would be consistent with the City's plan to dispose of surplus property. There would also be a tax benefit to the City.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

My recommendation is to dispose of this property by selling to the owner of 102 McFadden Avenue.

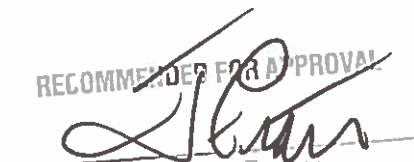
Respectfully submitted



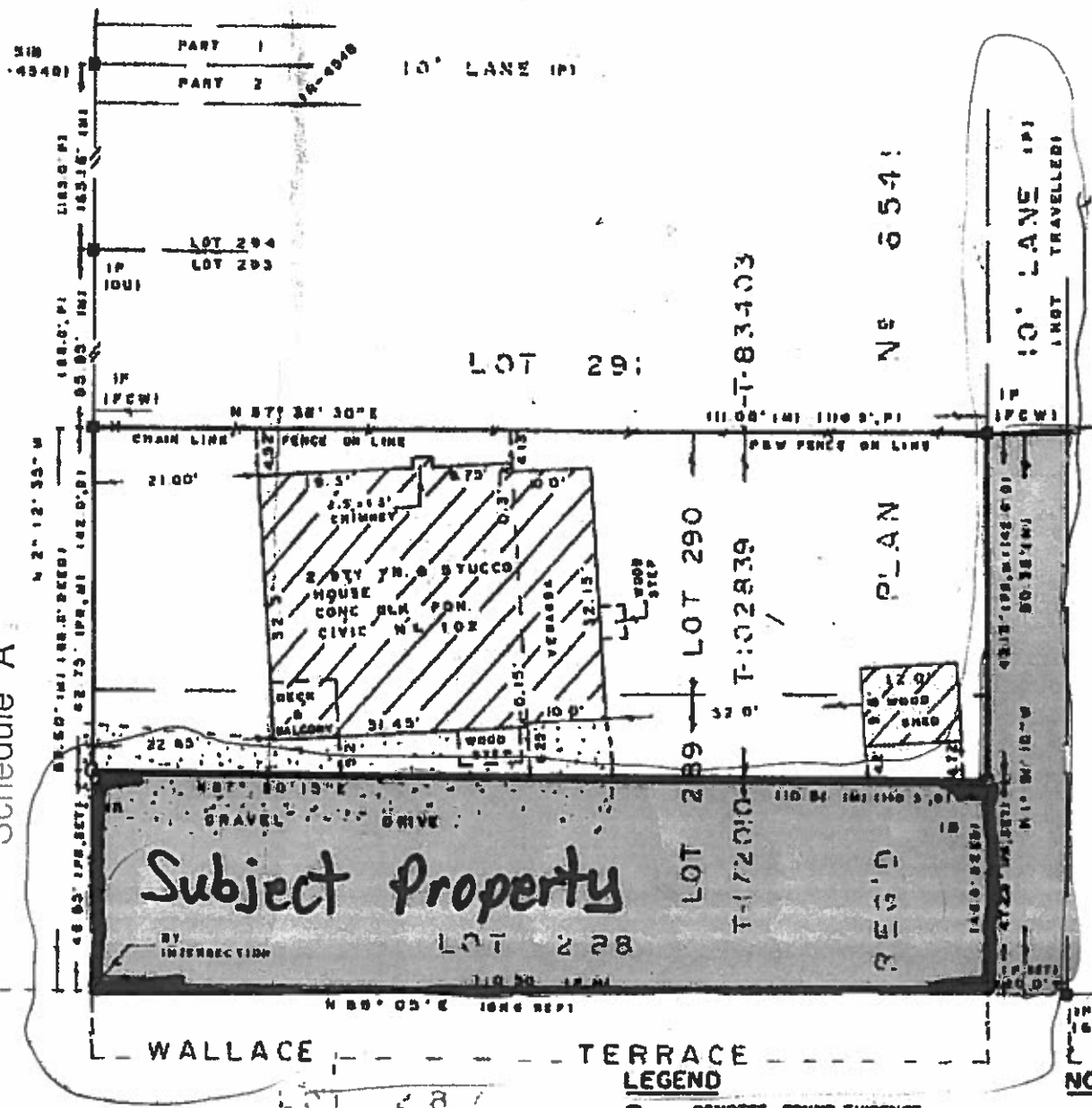
Nuala Kenny,
City Solicitor

NK/da
attachment

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

Schedule "A"



SURVEYOR'S REAL PROPERTY REPORT

(PART 1)

PLAN OF SURVEY OF

LOT 290 & PART OF LOT 28
REGISTERED PLAN N° 6541
WILDING PARK SUBDIVISION
CITY OF SAULT STE MARIE
DISTRICT OF ALGOMA

SCALE 1" = 20'

D.S.URSO, SURVEYING LTD

1994

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:
THE FIELD SURVEY REPRESENTED ON THIS P
COMPLETED ON THE 12TH DAY OF SEPTEMBER

SEPT 14 1994
SAULT STE MARIE, ONTARIO

D. S. URSO SURVEYING LTD.
ONTARIO LAND SURVEYOR
208 QUEEN STREET EAST
SAULT STE. MARIE, ONTARIO
P6A 1V7

LEGEND

PH	DENOTES	PROPORTION
R22		J.B. CHAMBERS DLS
PCW		P.C. WILSON DLS
SIB	DENOTES	FOUND EVIDENCE
SIB	"	PLANTED MONUMENT
SIB	"	STANDARD IRON BAR
SIB	"	SHORT STANDARD IRON BAR
SIB	"	IRON BAR
M	"	MEASURED
P	"	REG'D PLAN N° 6541
DU	"	ORIGIN UNKNOWN
-N-	"	NOT TO SCALE

NOTE

1. BEARINGS ARE ASTRONOMIC AND ARE
REFERRED TO THE N°LY LIMIT OF
WALLACE TERR. AS SHOWN ON PLAN
1B-4756 HAVING A BEARING OF N 88° 05' E

2. THIS IS NOT A VALID COPY UNLESS
EMBOSSED WITH SURVEYOR'S SEAL.

© COPYRIGHT 1994, D.S. URSO SURVEYING LTD.

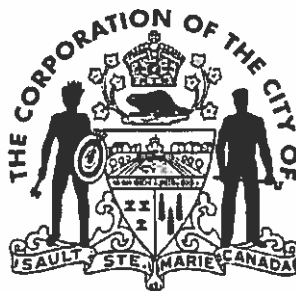
-N-

(576)

**NUALA KENNY
CITY SOLICITOR**

**MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR**

**MATTHEW CAPUTO
SOLICITOR/PROSECUTOR**



LEGAL DEPARTMENT

Map No. 27

2013 12 02

Mayor Debbie Amaroso
and Members of City Council

**RE: REQUEST TO HAVE CITY OWNED PROPERTY LOCATED AT 22 MACDONALD
AVENUE BE DECLARED SURPLUS TO THE CITY'S NEEDS**

PURPOSE

The purpose of this report is to recommend to Council that the property located at 22 MacDonald Avenue, legally described as WYMAN PLACE PL 285 ST. MARY'S CLOSED BY X553; LT 1-7 BLK 21 PL 285 ST. MARY'S EXCEPT PT 2 1R10022; PT LOT 8 BLK 21 PL 285 ST. MARY'S AS IN RY43529; LT 1-5 BLK 22 PL 285 ST. MARY'S; PT LT 12 PL 9298 ST. MARY'S PT 1 1R10022; SAULT STE. MARIE (PIN 31547-0002) be declared surplus and offered for sale by the City in accordance with the City's new policy for the disposition of land.

ATTACHMENT

Attached as Schedule "A" is a drawing of the property, with the property shown as "Subject Property".

BACKGROUND

In February of 2012 a request was received in the Legal Department regarding an expression of interest in the subject property. The request was circulated to various City departments for comments.

The Engineering and Planning Department indicated no concerns or comments with having the property declared surplus and made available for sale.

-More-

2013 12 02

Page 2

The Department of Public Works and Transportation confirmed that they do not require any easements on this property and as a result has no issues regarding the potential sale of the property.

Sault Ste. Marie Region Conservation Authority advised that this property is 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 development on the subject property would require a permit from the Conservation Authority.

The property is approximately 264' by an irregular depth.

ANALYSIS

If Council declares the property surplus the property will be advertised once in the Sault Star and also appear on the City web page. A valuation or appraisal will be required for the property. If the property is to be made available for sale to the community, then it is recommended that the cost associated with the appraisal be the responsibility of the City.

IMPACT

If the City decides to dispose of the property it would be consistent with the City's plan to dispose of surplus property. There would also be a tax benefit to the City.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

It is recommended that the property be declared surplus and made available for sale in accordance with By-law 2012-126.

Respectfully submitted,

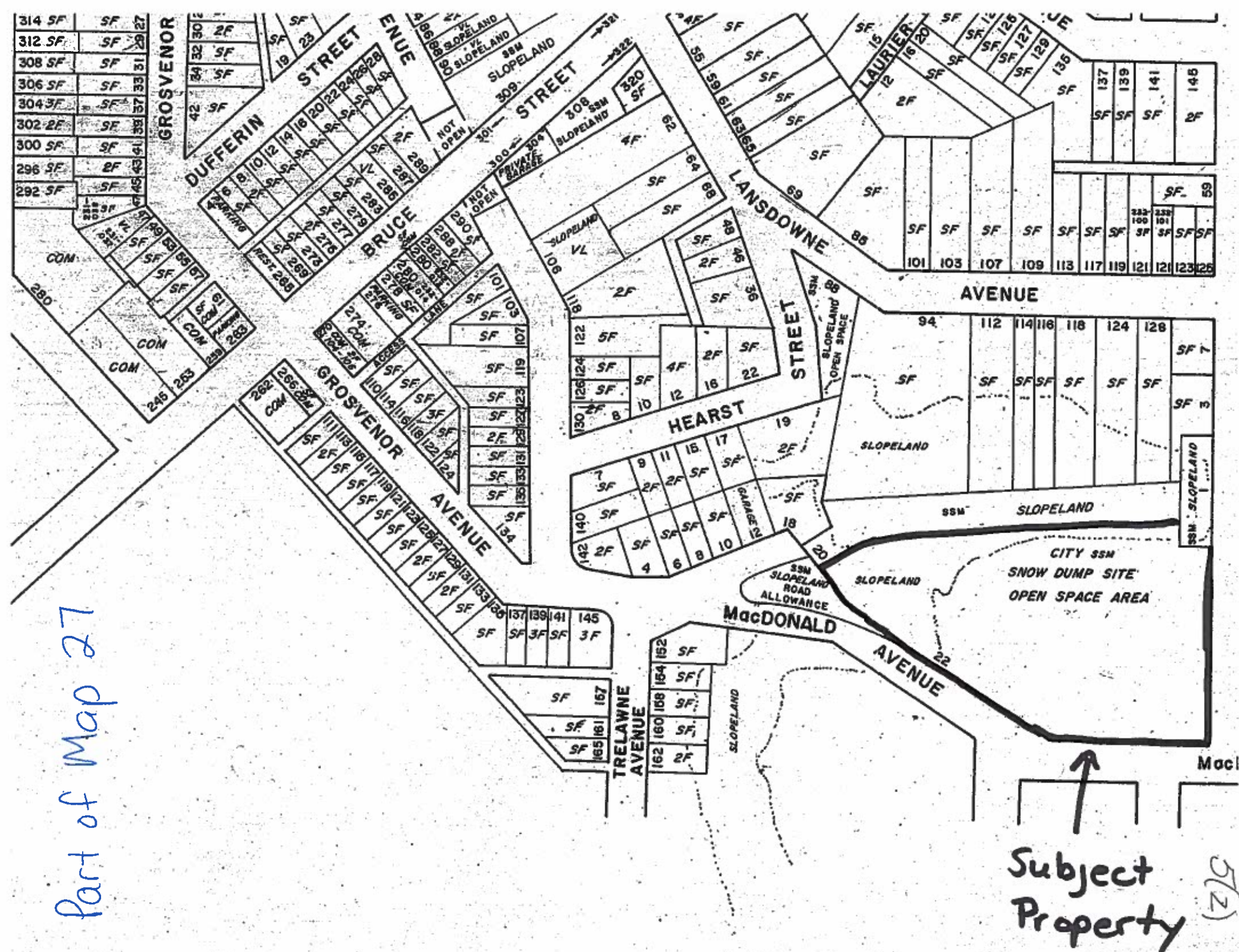


Nuala Kenny
City Solicitor
NK/cf
attachment



RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

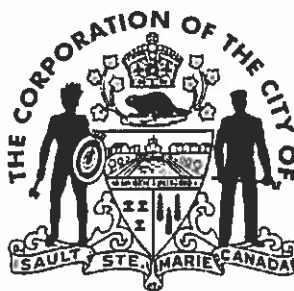
Part of Map 27



**NUALA KENNY
CITY SOLICITOR**

**MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR**

**MATTHEW CAPUTO
SOLICITOR/PROSECUTOR**



LEGAL DEPARTMENT

File No. PR7.1
Harris and Buckley Subdivision

2013 12 02

Mayor Debbie Amaroso and
Members of City Council

**RE: REQUEST FOR A DEEMING BY-LAW FOR LOTS 268 AND 269 HARRIS AND
BUCKLEY SUBDIVISION**

PURPOSE

The purpose of this report is to bring to Council a request received from the owner of lots 268 and 269, Plan M30 Harris and Buckley Subdivision to have the City pass a deeming by-law for these lots.

BACKGROUND

The owner of lots 268 and 269, Plan M30 Harris and Buckley Subdivision has requested that the City pass a deeming by-law under Section 50(4) of the *Planning Act* for lots 268 and 269, Plan M30. The effect of the deeming by-law once it is registered on title would be that these lots would be treated as one block of land and could no longer be sold as individual lots without the by-law being repealed or by a Committee of Adjustment severance approval.

The request has been circulated to Don McConnell in Planning, Don Maki in Building, Dan Perri in Engineering and Michelle Kelly, Committee of Adjustment, none of whom have any objection to the request that a deeming by-law be passed for these lots. We were advised that the merging of the properties is necessary to facilitate a future building permit.

I have attached a portion of Map 55 showing these lots as subject property.

-More-

2013 12 02

Page 2

ANALYSIS

N/A

IMPACT

N/A

STRATEGIC PLAN

N/A

RECOMMENDATION

By-law 2013-232 which has the effect of deeming lots 268 and 269, Plan M30 as not being part of a plan of subdivision appears elsewhere on the agenda. I recommend that By-law 2013-232 be passed.

Respectfully submitted,



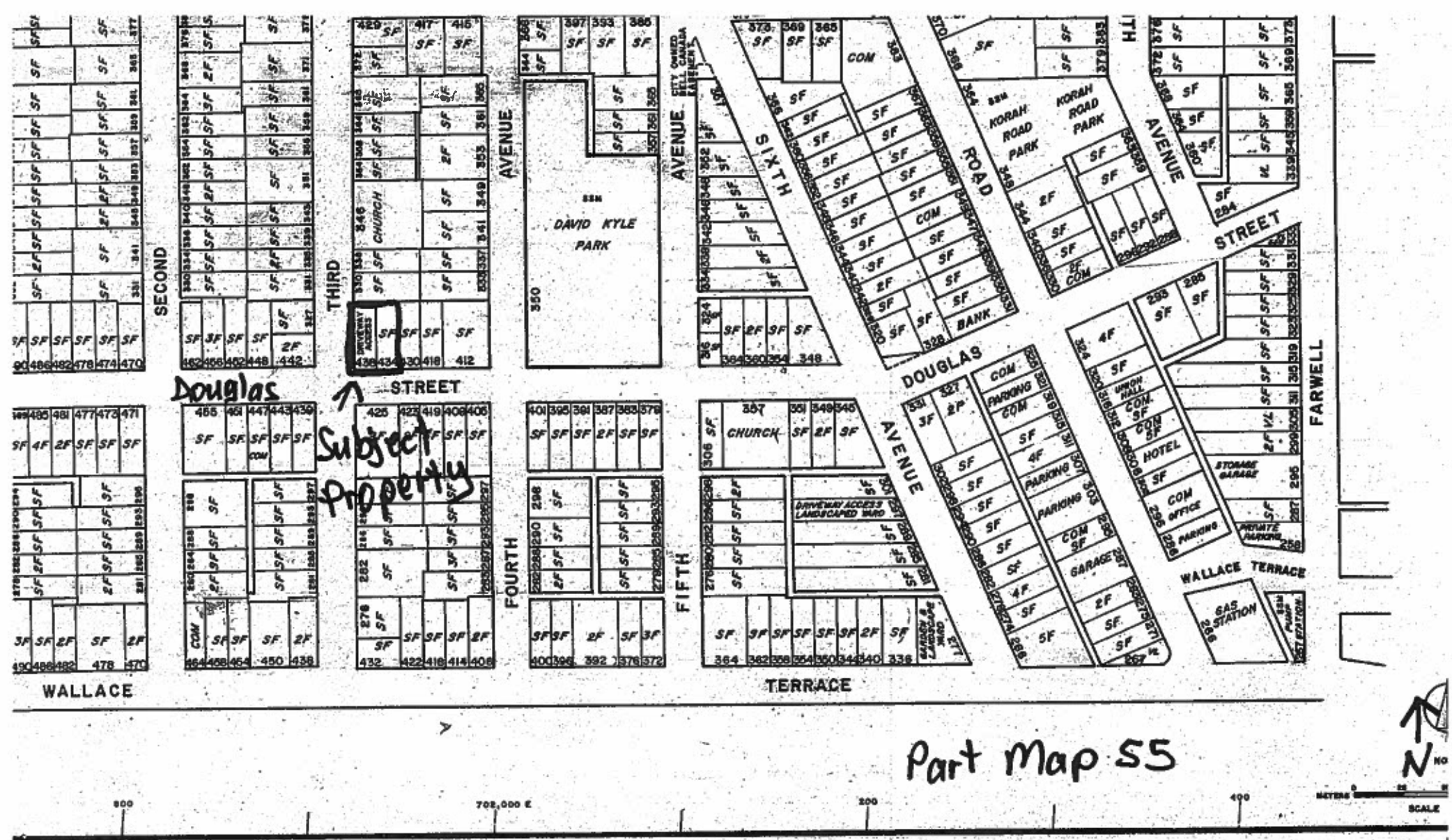
Nuala Kenny
City Solicitor

NK/da
Attachment

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

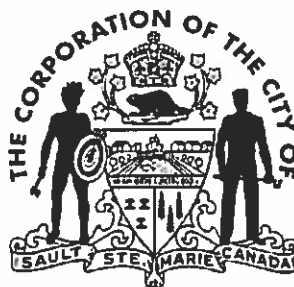


5(a2)

**NUALA KENNY
CITY SOLICITOR**

**MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR**

**MATTHEW CAPUTO
SOLICITOR/PROSECUTOR**



LEGAL DEPARTMENT

Map No. 56

2013 12 02

Mayor Debbie Amaroso and
Members of City Council

RE: LANE CLOSING APPLICATION – LLOYD SUBDIVISION, PLAN 7666

PURPOSE

The purpose of this report is to seek Council's approval to close and convey a lane in the Lloyd Subdivision, Plan 7666.

BACKGROUND

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

The first east/west laneway lying north of Henrietta Avenue and east of Franklin Street, west of Moody Street, Lloyd Subdivision, described as LANE PL 7666 KORAH ABUTTING THE SLY LIMIT OF LT 76 TO 93 PL 7666; SAULT STE. MARIE, PIN 31581-0304 (LT)

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

ATTACHMENT

Attached as Schedule "A" is part of Map 56 showing the "subject property".

IMPACT

There is no significant financial impact associated with this matter.

STRATEGIC PLAN

N/A

-more-

2013 12 02

Page 2

RECOMMENDATION

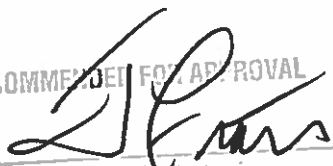
By-law 2013-233, a by-law to assume the lane for public use and establish it as a public lane and By-law 2013-234, a by-law to stop up, close and authorize the conveyance of the lane have been prepared for your consideration and appear elsewhere on the agenda. By-law 2013-234 is before Council for the first and second reading this evening.

Respectfully submitted,



Nuala Kenny
City Solicitor

NK/cf
attachment



RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

190	SF	376	2F	SF	BD of ED	396	SF	400	SF	404	SF	408	SF	412	SF	416
186	SF															
2F	SF	SF	SF	SF		SF	SF	SF	SF	SF	SF	SF	SF	SF	SF	SF
388	393	401	407	415	433	441	445	449	453	457	461	465	469	473	477	481

NUALA KENNY
CITY SOLICITOR

MELANIE BOROWICZ-SIBENIK
ASSISTANT CITY SOLICITOR

MATTHEW CAPUTO
SOLICITOR/PROSECUTOR



LEGAL DEPARTMENT

File No. LE-120

2013 12 02

Mayor Debbie Amaroso and
Members of City Council

RE: 8 ALBERT STREET EAST, LICENCE OF OCCUPATION OF CITY PROPERTY

PURPOSE

The purpose of this report is to seek Council's approval for an Agreement allowing an accessibility ramp to encroach on City Property.

ATTACHMENT

Attached as Schedule "A" is a sketch of the ramp provided by the owner of 8 Albert Street East.

BACKGROUND

1704608 Ontario Inc. is the registered owner of 8 Albert Street East (the "USW 2251 Offices"). The owner intends to install a ramp at the entrance to the property to aid in the access and egress to and from the USW 2251 Offices.

The ramp is being constructed on both the owner's property and on the City's property. The City has received a request from the owner for permission to use the City Property for the ramp. A sketch of the proposed ramp is attached as Schedule "A" to this report.

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 the movement or removal of the ramp by the major utility companies and the City in the event

-More-

2013 12 02

Page 2

that access is required. The City's Public Works & Transportation Department has requested that a four (4') foot buffer be extended back from the sidewalk, and that nothing be constructed or placed within that buffer zone.

The term of the Licence Agreement is for one (1) year commencing on December 2, 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 the Licencee to construct the Ramp only on a portion of the City's boulevard at a defined location, and restricts any other use of the City Property.

IMPACT

Not applicable.

STRATEGIC PLAN

The Licence Agreement authorizing the ramp on City Property is consistent with the City's Corporate Value of providing Accessible Services.

RECOMMENDATION

By-law 2013-231, which appears elsewhere on the agenda, authorizes the City to enter into the Licence Agreement between the City and 1704608 Ontario Inc., and is recommended for approval.

Respectfully submitted,



Matthew Caputo
Solicitor/Prosecutor

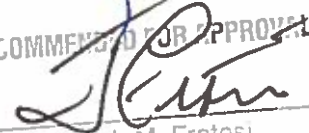
MC/da

Recommended for approval,



Nuala Kenny
City Solicitor

RECOMMENDED FOR APPROVAL



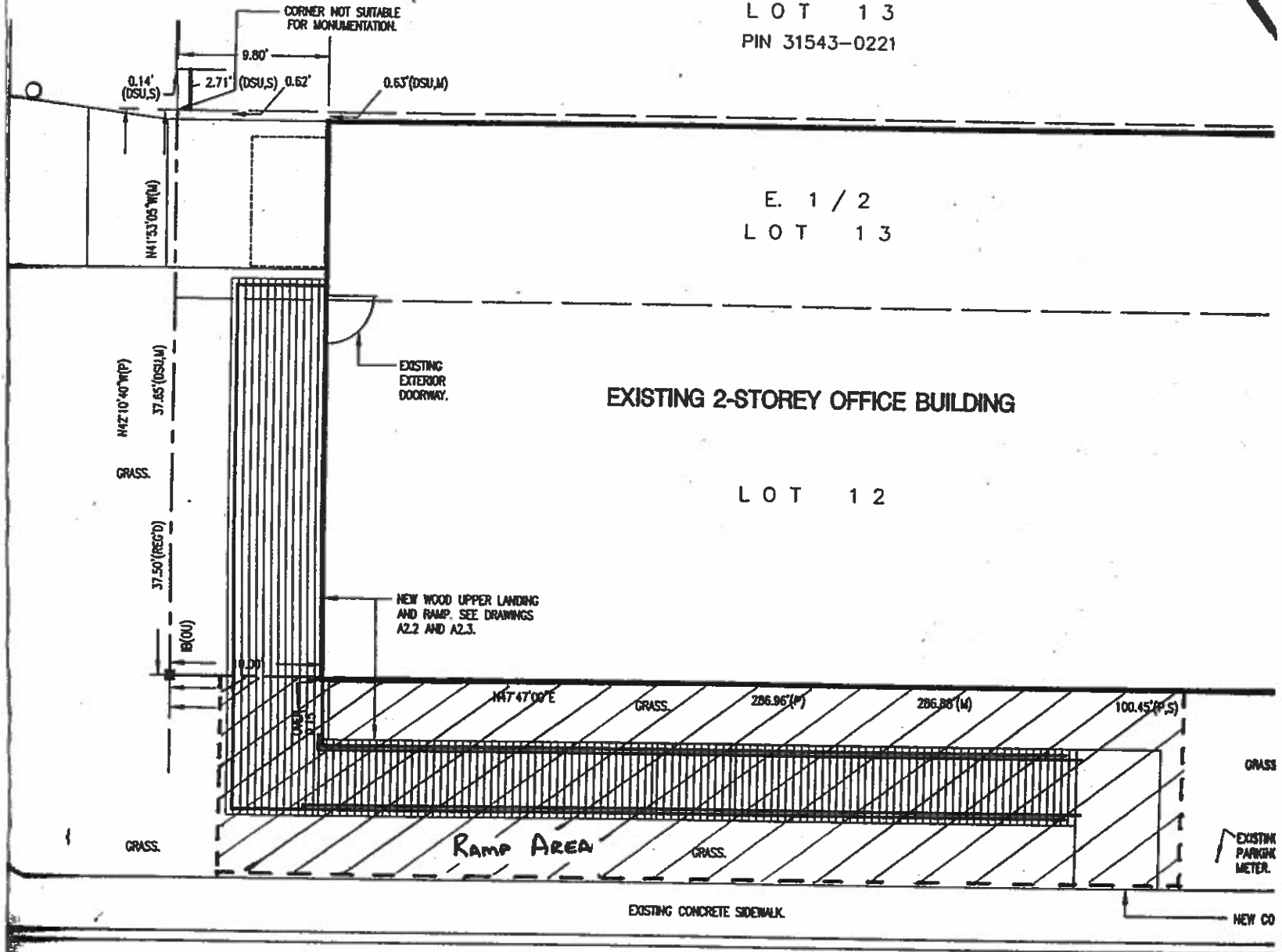
Joseph M. Fratesi
Chief Administrative Officer

W. 1 / 2
LOT 13
PIN 31543-0221

E. 1 / 2
LOT 13

EXISTING 2-STORY OFFICE BUILDING

LOT 12



BLUTCHER STREET (P)
PIN 31543-0310

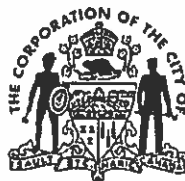
 - RAMP AREA

Schedule "A"

5700)

5(ddd)

Susan Hamilton Beach, P. Eng
Deputy Commissioner



Public Works and
Transportation Department

2013 12 02

Mayor Debbie Amaroso and
Members of City Council

**RE: SIDEWALK SNOW PLOWING – BRETON ROAD FROM
ELIZABETH STREET TO CREERY AVENUE**

PURPOSE

The purpose of this report is to present the evaluation of a petition organized by the area residents in accordance with the Sidewalk Snow Plowing Policy.

BACKGROUND

In compliance with the annual October 31st deadline, a petition was received from Breton Road residents. The petition was forwarded to the Engineering Department for evaluation, as per policy.

ANALYSIS

The petition was evaluated and the criteria of the Sidewalk Snow Plowing policy applied by Engineering with the recommendation that plowing of the Breton Road sidewalk from Elizabeth Street to Creery Avenue be added to the winter maintenance program.

IMPACT

The associated costs to plow and sand this sidewalk will be included in the winter maintenance cost centre of PWT's operation.

STRATEGIC PLAN

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

2013 12 02
Page 2

RECOMMENDATION

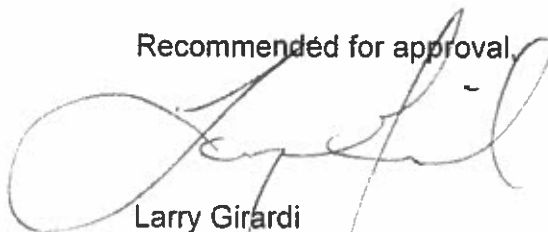
That the report of the Deputy Commissioner of Public Works concerning the addition of the winter maintenance of the sidewalk from Breton Road from Elizabeth Street to Creery Avenue be approved in accordance with the Sidewalk Snow Plowing Policy.

Respectfully submitted,



Susan Hamilton Beach, P. Eng.
Deputy Commissioner

Recommended for approval

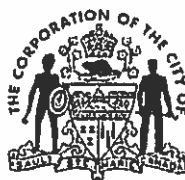


Larry Girardi
Commissioner

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

Susan Hamilton Beach, P. Eng
Deputy Commissioner



Public Works and
Transportation Department

2013 12 02

Mayor Debbie Amaroso and
Members of City Council

**RE: SIDEWALK SNOW PLOWING – SPADINA AVENUE, YOUNG STREET AND
McALLEN STREET**

PURPOSE

The purpose of this report is to present the evaluation of a petition organized by the area residents in accordance with the Sidewalk Snow Plowing Policy.

BACKGROUND

In compliance with the annual October 31st deadline, a petition was received from residents of Spadina Avenue (both sides – from McAllen to Young), Young Street (north side from Spadina Avenue to Goulais Avenue) and McAllen Street (north side from Spadina Avenue to Goulais Avenue). The petitions were forwarded to the Engineering Department for evaluation, as per policy.

ANALYSIS

The criteria of the Sidewalk Snow Plowing Policy was applied by Engineering and it is being recommended that the north side of McAllen from Goulais to Spadina be added, the east side of Spadina Avenue from McAllen to Young and the north side of Young Street from Spadina Avenue to Goulais Avenue be added. This route has been highlighted on the attached plan.

IMPACT

The associated costs to plow and sand this sidewalk will be included in the winter maintenance cost centre of PWT's operation.

STRATEGIC PLAN

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

2013 12 02

Page 2

RECOMMENDATION

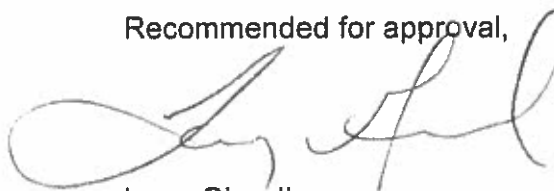
That the report of the Deputy Commissioner of Public Works concerning the addition of the winter maintenance of the sidewalk on the north side of McAllen Street from Goulais to Spadina, the east side of Spadina from McAllen to Young, and the north side of Young from Spadina to Goulais be approved.

Respectfully submitted,



Susan Hamilton Beach, P. Eng.
Deputy Commissioner

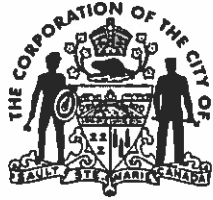
Recommended for approval,



Larry Girardi
Commissioner



Mike Blanchard
Buildings and Equipment
Maintenance Division



57(F)
**Public Works and
Transportation Department**

2013 12 02

Mayor Debbie Amaroso and
Members of City Council

**RE: APPROVAL OF A BY-LAW FOR A RENTAL AGREEMENT AND AN ADDENDUM
WITH TRACKS & WHEELS EQUIPMENT BROKERS INC. FOR A WINTER
OPERATIONS FRONT END LOADER**

PURPOSE

The purpose of this report is to seek Council's approval to enter into a Manual Contract and an Addendum with Tracks & Wheels Equipment Brokers Inc. for the rental of a Front End Loader for Winter Operations.

BACKGROUND

Reference Schedule "A" and Schedule "B" of this report for a copy of the Tracks & Wheels Equipment Brokers Inc. Manual Contract and Addendum. These agreements are for the rental of a CASE 821E Front End Loader with necessary attachments to be used for Winter Operations 2013/2014. This machine will be used to organize snow dumps, clear catch-basins to prevent flooding, and has the capability of mounting the City owned D60 Larue Snow-blower attachment used for snow-bank removal.

The term of the Agreement and the Addendum is for four (4) months, or a total of sixteen (16) weeks during the Winter Operations season.

ANALYSIS

The use of short term rental of specific heavy equipment at Public Works eliminates storage costs, regular maintenance costs, and incurred costs due to major repairs of sophisticated machinery which is covered by the supplier by the rental agreement. The use of short term rentals lessens the demand on equipment maintenance staff and limited maintenance shop space due to aging infrastructure. Short term rental of key equipment offers the advantage having heavy equipment immediately available to perform key winter maintenance for the safety of the public.

5(ff)

2013 12 02

Page 2

IMPACT

Four week rental rate for this loader is \$7000. The total expected cost to Winter Operations for the 2013/2014 season is \$28,000. This cost will impact the Winter Operations budget for Hired Equipment. Approval of this report will allow Public Works to perform winter maintenance to maintain infrastructure to allow for the flow of run off that prevents flooding.

STRATEGIC PLAN

This report does not link to the Corporate Strategic Plan.

RECOMMENDATION

By-law 2013-239, which appears elsewhere on the agenda, authorizes the City to enter in the Tracks & Wheels Equipment Brokers Inc. Manual Contract and the Addendum thereto, and is recommended for approval.

Respectfully submitted,

Recommended for approval,

Mike Blanchard.
Manager of Equipment and Buildings, PWT

Larry Girardi
Commissioner, PWT

Attachments:
Schedule "A"
Schedule "B"



2013 12 02

Mayor Debbie Amaroso and
Members of City Council

Re: Celebrate 100! – Final Report

PURPOSE

The purpose of this report is to provide members of City Council with a final report regarding *Celebrate 100!* – the year-long celebration of the City of Sault Ste. Marie's centennial.

BACKGROUND

The City of Sault Ste. Marie was incorporated as a city on April 16, 1912.

On December 7, 2009 City Council passed the following resolution:

Resolved that the report of the Co-Chairs, Centennial Celebrations Working Committee dated 2009 12 07 concerning City of Sault Ste. Marie Centennial Celebrations 1912 – 2012 be accepted and the recommendation that Council authorize undertaking a Sault Ste. Marie 100th Anniversary Celebration of events; and further that Council approve project funding in the amount of \$65,000.00 per year over the next 3 years (2010, 2011, and 2012) for a total project budget of \$195,000.00 be approved.

Note: The 2010 budget was subsequently reduced by \$15,000 for a total project budget of \$180,000.

The *Celebrate 100!* website was launched on December 13, 2010.

A *Celebrate 100!* office was located within the Clerk's department to undertake the administration, co-ordination and communication of the project. In 2010, Donna Irving was contracted as the project co-ordinator, reporting to the City Clerk, lead staff for the project, with Councillor Susan Myers as Management Chair and Councillor Terry Sheehan as the Sault Ste. Marie Economic Development Corporation (SSMEDC) Liaison Chair. SSMEDC and Tourism Sault Ste. Marie worked with the local business community and led external marketing of *Celebrate 100!*

A Management Committee made up of senior staff guided the project with monthly meetings and reports provided to City Council.

ANALYSIS

Celebrate 100! was a year-long festival that provided all citizens of Sault Ste. Marie with an opportunity to reflect over the 100 year history of the community since becoming an incorporated city. *Celebrate 100!* provided an opportunity for the various departments of the City to demonstrate their function as a part of the whole operation through a number of initiatives. *Celebrate 100!* was created as a marketing theme that any community organization or group could adopt and create an initiative to mark the city's 100th anniversary.

Detailed summaries of *Celebrate 100!* activities are attached:

- City Sponsored Events
- Community Sponsored Events
- Other 2012 Anniversary Events
- Public Relations, Communications and Marketing
- Legacy Projects

A statement of financial position is also attached.

IMPACT

Celebrate 100! reminded the community, citizens and staff what a great city Sault Ste. Marie is. Community pride has been impacted in a very positive way and new partnerships have developed with a variety of community organizations.

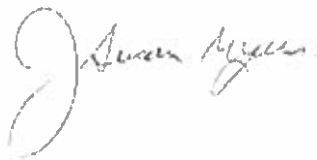
STRATEGIC PLAN

Celebrate 100! activities were not specifically articulated in the corporate Strategic Plan.

RECOMMENDATION

That the report of Councillor Susan Myers, Management Chair, *Celebrate 100!* Dated 2013 12 02 regarding *Celebrate 100!* Final Report be received as information.

Respectfully submitted,



J. Susan Myers
City Councillor Ward Two
Management Chair, *Celebrate 100!*

CELEBRATE 100! FINAL REPORT

CITY SPONSORED EVENTS

ACTIVITY	ACTION	START DATE/ COMPLETION DATE
100 Days to 100 Years Countdown to 2012	Launch event at Civic Centre Calendar of events and promotional material 100 days to 100 years countdown PWT produced countdown numbers and inside banners.	Friday, September 23, 2011 -10:00 a.m.
Chamber of Commerce Take 5 Event –	Take 5 – hosted by Celebrate 100! Brochure update; handouts; 2 door prizes Royal Sovereign Sea Cadet Band in lobby	December 6, 2011
Celebrate 100! Kickoff event	January 1 2 – 4 p.m. Mayor's Celebrate 100! Free Family Skate at Essar Centre; hot chocolate; cookies; Celebrate 100! pin or button; Kids Activity Book. Draws for free give-aways; flag raising (indoors); Mayor's welcome; face painting (Irene Boychuck) and balloon animals (Evelyn and Ken Anstice); Town Crier-proclaimed Kick-off Soo Greyhounds Mascot-'Dash'	January 1, 2012

ACTIVITY	ACTION	START DATE/ COMPLETION DATE
Roberta Bondar Days	2012 – 20th anniversary of Roberta Bondar's space mission – Dr. Bondar announced as Honorary Ambassador on October 5, 2011 Proclamation at Council meeting Educational Event Tribute Dinner	January 23 – 30, 2012 January 23, 2012 January 24, 2012 January 26, 2012
Celebrate 100! Anniversary Week	City Council Meeting – April 16th Mayor's Proclamation Celebrate100! Civic Anniversary Week; Town Crier proclaimed • 1912 DVD – Sault Ste. Marie Museum • Porter Airline contest winner drawn • Commemorative plaque; • Royal Sovereign Sea Cadets played 'Celebration' and 'Happy Birthday' Civic Centre open house; departmental displays; birthday cupcakes and coffee each day for public in Civic Centre lobby City Employees/City Councillor Recognition Reception – (past and present invited) Civic Centre lobby display for month of April (Kim Forbes, Sault Ste. Marie Museum and Kevin Meraglia, Library) Our 100 Years in Photos – slideshow Jean Day and 20 Minute Makeover – Earth Day	April 16, 2012 April 17 – 20, 2012 April 18, 2012 April 2012 April 20, 2012

56(ii)

ACTIVITY	ACTION	START DATE/ COMPLETION DATE
Canada Day 2012 and Celebrate 100!	Town Crier; billboard painting mural for kids (funding from Celebrate100!) Kids Activity Book; souvenir buttons Beatle Magic booked sponsored by OLG John Rowswell Hub Trail Challenge – STAC	July 1, 2012
Sister Cities Agreement Ceremony	Sault Ste. Marie Ontario – Sault Ste. Marie Michigan – 'Two Nations – One City'	August 16, 2012
Governor General David Johnston official visit	Dedication ceremony unveiling commemorative plaque at 100 th Anniversary Flower Garden on Civic Centre north property 2 park benches with plaques engraved 'In Honour of the Visit of Their Excellencies Reception at Civic Centre followed	August 29, 2012
Certificates	100 year old residents visited by Mayor-flowers; blanket-certificate 2012 babies – certificates and pins Certificates for Sault homes built in 2012 and still in existence presently (238) Certificates for 10 Sault businesses in operation continuously since 1912 or earlier	During 2012 During 2012 June 2012 October 2012

56(ii)

ACTIVITY	ACTION	START DATE/ COMPLETION DATE
Events sponsored by City departments	Roberta Bondar Pavilion – Celebrate100! Skating rink in conjunction with CARHA Free swim and skate events Summer concert series at Roberta Bondar Pavilion Library calendar – ‘Then and Now’ Parks Department – 2013 calendar	Winter 2012 During 2012 July/Aug 2012 2012 2013
City Employees Association Events	City Employees Association promoted Celebrate 100! at annual events Legacy item-tree planted at 100 th Anniversary Flower garden site City employees 2012 Christmas party – wine glasses with Celebrate100! Logo; slideshow of employees over the years	During 2012 Summer 2012 December 8, 2012
Municipal Heritage Committee Celebrate100! project Doors Open Ontario 2012	A Walk Through History – Sault Ste. Marie’s Heritage Properties – various locations.	June 2012
Celebrate100! Appreciation Party and 100th Anniversary of the Sault Ste. Marie Museum Clock	Reception at Civic Centre Draws; The Music People – music over the decades; Slide show - year in review; Museum clock video; video message from Dr. Bondar	November 29, 2012

57(i)

ACTIVITY	ACTION	START DATE/ COMPLETION DATE
Farewell to Celebrate100! Closing Community Event	Free Family Dance (Lou Turco – emcee) DJ (The Music People) played music over the decades Free hot chocolate, cookies, popcorn; face painting; Balloon Magic; give-a-ways; draws Public archival book available to sign Town Crier; flag lowered; time capsule symbolic deposit	December 30, 2012

CELEBRATE 100! FINAL REPORT
COMMUNITY SPONSORED EVENTS

ACTIVITY	ACTION	START DATE/ COMPLETION DATE
Bon Soo Winter Carnival	Kerri De Poli, Manager, Window decals and souvenir button include Celebrate 100! logo	February 3–12, 2012
Shadows of the Mind Film Festival	On Celebrate 100! Calendar of events	February 29 – March 4, 2012
Royal Sovereign Sea Cadets Band	attend events and play 'Celebration' and 'Happy Birthday'	During 2012
Steeltown Silver Band	Concert at Korah C&V School	June 3, 2012
CARHA – Canadian Adult Recreational Hockey Association World Tournament	Incorporated Celebrate100! Theme	March 4 – 11, 2012
Passport to Unity Multi-Cultural Festival – Essar	Incorporated Celebrate100! Theme New to the Sault-Sault Community Career Centre	May 4 – 6, 2012
Theatre Ontario Festival 2012	Province- wide community theatre event in Sault Ste. Marie Incorporated Celebrate100! theme	May 14 – 20, 2012

ACTIVITY	ACTION	START DATE/ COMPLETION DATE
Praise @ the Pavilion	Services at Bondar Pavilion – Anglican and Lutheran churches of the city – welcomes all to participate	June 17, 2012
Westminster Church events	100 Years of Fashion Show & Tea Anniversary Sunday	April 21, 2012 October 21, 2012
Canadian Cancer Society Relay for Life	John Rhodes Community Centre – Celebrate100! Pins, buttons, flags available	June 16–17, 2012
Finnish Mid-summer Festival	Ontario Finnish Rest Home on North St. Celebrate100! Give-a-ways provided	June 22, 2012
Aboriginal Day Expo Aboriginal Dance Troup	On Celebrate100! Calendar of events On program July 1 Canada Day/Celebrate100! Perform traditional dances	June 21, 2012 July 1, 2012
Sault Ste. Marie Canal	Heritage Teas and Canada Day activities on Celebrate100! Calendar of events	Summer 2012
Hub Trail Challenge	Walk, cycle, skate, in a wheel chair 10 a.m. – 2 p.m.; awards at 3 p.m. @ Pavilion	July 1, 2012

5611)

ACTIVITY	ACTION	START DATE/ COMPLETION DATE
Kiwanis Invitational Walleye Tournament	At Roberta Bondar Marina - on Celebrate100! Calendar of events	July 13 – 15, 2012
Rotaryfest	City float themed Happy Birthday Sault Ste. Marie Balloons-flowers-birthday cake design Members of City Council on float and walking. Lime green t-shirts 'Happy 100 th Birthday'. Hand out buttons	July 19 – 21, 2012
SaultSte. Marie Military Support Group Golf Day	Red Friday Golf Fun Day @ Silver Creek Golf Course – Celebrate100! promotional items handed out	August 10, 2012
Buskerfest	on Celebrate100! Calendar of events	August 10 – 12, 2012
Community Living Algoma Recycling Depot 100th transport load of recyclable electronics	Wilson Street depot – celebrate100! Photo	September 13, 2012
Bushplane Days	Annual event on Celebrate100! Calendar of events	September 22 – 23, 2012

5611)

ACTIVITY	ACTION	START DATE/ COMPLETION DATE
Knights of Columbus Commemorate 1924 Allan Cup	Sault Greyhounds won 1924 Allan Cup – K of C to sponsor a commemorative banner at Essar Centre	October 6, 2012
Algoma University Homecoming	Homecoming 2012 Event - on Celebrate100! Calendar of events	October 19 – 20, 2012
Sault College Alumni Reunion Weekend 'Celebrate Sault'	Celebrate Sault – on Celebrate100! Calendar of events	November 9 – 10, 2012
Sault Greyhounds	Ceremonial Celebrate100! Puck-Drop by Mayor Amaroso – January 7 Soo Greyhound Game Greyhound players attendance at January 1 kick-off event and December 30 closing event at Essar	During 2012
Latin Association	Monthly movie night at Water Tower Pub – on Celebrate100! Calendar of events Fiesta Event held Feb 11	During 2012
Celebrating 100 Years of Engineering	Conestoga-Rovers & Associates – dinner gala celebrating 100 years of engineering in the Sault highlighting 10 projects over the past 100 years	November 8, 2012

57(ii)

ACTIVITY	ACTION	START DATE/ COMPLETION DATE
Art Gallery of Algoma	Exhibit opening – 100 Years of Art in SSM John Hartman landscape of Sault painting commissioned by Art Gallery	December 6, 2012 – February 17, 2013
Sault Youth Association	Memoirs of a Century Project – intergenerational project – Youth/Seniors – conversations taped, transcribed, stories developed into a book	December 6 book launch
Sault Area Hospital	Promoting babies born in 2012 – 239 certificates issued	During 2012
Club Calabrese of Sault Ste. Marie	Congratulatory plaque presentation at Council meeting	October 9, 2012
Algoma Area municipalities	Congratulatory presentations at Council meetings	During 2012

CELEBRATE 100! FINAL REPORT
OTHER 2012 ANNIVERSARY EVENTS

ACTIVITY	ACTION	START DATE/ COMPLETION DATE
35th Anniversary Canadian Hearing Society	On Celebrate100! Website calendar of events Open House (Celebrate100! Branding)	May 3, 2012
25th Anniversary SSM Seniors Games	On Celebrate100! website calendar of event	June 4 – 8, 2012
War of 1812 Bicentennial	Algoma 1812 commemorative activities and events on St. Joseph Island and Sault Ste. Marie Rendezvous	July 17 – 21, 2012 September 20 – 23, 2012
90th Anniversary Rotary Community Day Parade	Parade themed by decades "A Year to Celebrate"	July 21, 2012
10th Anniversary Echoes of the World Drum Festival	On Celebrate100! website calendar of events Festival held at Algoma U.	August 3 – 5, 2012

ACTIVITY	ACTION	START DATE/ COMPLETION DATE
50th Anniversary International Bridge	July 28 bridge lighting and fireworks June 30 bridge walk and bike parade October 31 – 50th Anniversary event Bridge modeling contest Children's colouring book contest	During 2012
100th Anniversary Marconi Society	On Celebrate100! website calendar of events	During 2012
55th Anniversary SSM United Way	Northern United Ways Regional Conference 2 nd Annual Mayor's Charity Golf Tournament Volunteer SSM Appreciation Dinner & Awards Ceremony	March 29 – April 1, 2012 June 18, 2012 April 20, 2012
40th Anniversary Sault Symphony Orchestra	On Celebrate100! website calendar of events	During 2012
40th Anniversary Algoma Fall Festival	On Celebrate100! website calendar of events	October 12 – November 3, 2012

5(11)

CELEBRATE 100! FINAL REPORT

PUBLIC RELATIONS, COMMUNICATIONS & MARKETING

ACTIVITY	ACTION	START DATE/ COMPLETION DATE
External Marketing – Friends and Family Campaign	Tourism Sault Ste. Marie managed external marketing including social networking and external promotion Facebook – Tourism SSM – including Celebrate100! Porter Airline tickets contest – December 16, 2011 launch – draw made at April 16 Council meeting	During 2012 December 2011 – April 16, 2012
Sault Star	Sault Star was official and primary print media partner. Souvenir publication (January 28, 2012), Editorial content for Celebrate 100 stories, Sharing 100 year history – every Saturday newspaper all year long.	During 2011/12
Shaw Cable 10 CTV Local2.ca	Ongoing Shaw Cable 10 involvement Public service announcements; coverage throughout the year highlighting Celebrate 100! Year-long Celebrate100! Anniversary page featuring information/events/public service announcements/stories	During 2012

ACTIVITY	ACTION	START DATE/ COMPLETION DATE
Chamber of Commerce Business Today publication	Bi-monthly Celebrate100! articles	During 2012
City Council Mayor's Celebrate100! Moments	Mayor's Celebrate100! Moments – update of community hosted and city hosted Celebrate100! upcoming event at each Council meeting	During 2012
SMT and staff communications	Regular reporting to Senior Management Team; e-mails to all employees; use of logo on city correspondence Celebrate100! branding used by all employees on e-mail signature lines	During 2011/12
Reporting to City Council	Reports to City Council throughout the project Monthly Team agenda/minutes to Council	
Celebrate 100! Website Kickoff event – December 13, 2010	Launched website; 3 monitors; balloons with logo colours; banner ups; Distributed pins. cookies; vests for Council and Management Team, CAO. Music theme – Kool and the Gang "Celebration"	December 13, 2010
Celebrate 100! Website		During 2012
Civic Centre meter stamp	Celebrate 100! Logo on meter stamp for all outgoing mail	During 2012

ACTIVITY	ACTION	START DATE/ COMPLETION DATE
Canada Post cancellation stamp	Canada Post developed a 2012 cancellation stamp	November 2011 – December 2012
Promotional items	Celebrate 100! Flag used at all city facilities with outside flagpoles Celebrate100! outside banner at Civic Centre all year long 100 day countdown to January 1 – part of outside banner at Civic Centre 100 day countdown to April 16 – part of outside banner at Civic Centre Inside and outside banners at various City facilities Posters; temporary tattoos; hand held flags; sticky notes; toothpick flags; kids activity book; buttons Promotion kits provided (\$10) to local businesses (posters-pins-buttons-flags) Souvenir pin Embroidery disk for clothing (vests) Two banner-ups	

CELEBRATE 100! FINAL REPORT

LEGACY PROJECTS

ACTIVITY	ACTION	START DATE/ COMPLETION DATE
Certificates	1912 homes (238 certificates) Business in operation for 100 years + (10 certificates) City Council – City Employees Appreciation Plaque Governor General commemorative garden plaque and benches City Employees Association tree at commemorative garden	During 2012 October 2012 April 2012 August 2012
Time capsule	Time capsule to be opened in 100 years – ceremonial deposit at public closing event at Essar Centre	December 30, 2012
Celebrate100! Legacy display at Civic Centre	Photos; plaques;	
John Hartman landscape painting of Sault Ste. Marie	Art Gallery received grant from the Department of Canadian Heritage, Building Communities Through Arts and Heritage Legacy Fund for the purchase of the painting	December 6 2012

ACTIVITY	ACTION	START DATE/ COMPLETION DATE
Celebrate 100! Anniversary Flower Garden and Commemorative Plaque	Built by PWT and planted by horticultural division – located on Civic Centre north property Garden dedication and plaque unveiling event during Governor General visit August 29	
Sault Ste. Marie Museum heritage panels	Museum - 24 heritage panels on easels (photos with text)	April 16 City Council meeting

Celebrate 100! FINAL REPORT

	2010	2011	2012	2013	Total
<u>Revenue:</u>					
City Funding	50,000	65,000	65,000	-	180,000
OLG Grant for Canada Day events			6,000		6,000
	<u>50,000</u>	<u>65,000</u>	<u>71,000</u>	<u>-</u>	<u>186,000</u>

Expenses:

Salaries/Benefits	6,261	31,216	35,159	1,944	74,579
Office Expenses		52	1,250		1,301
Promotional Items	16,328	12,951	7,267	468	37,014
Advertising		882	-		882

Provision of advertising kits to Non-Profits

-

EVENTS

Family Skate January 1			2,377		2,377
Bondar 20 year anniversary (Jan 26)			18,706		18,706
Celebrate 100! Week			4,652		4,652
Museum clock reception & Community Partner Recognition Nov 29/12			1,588		1,588
Legacy Project			12,613		12,613
Canada Day - enhanced events			8,890		8,890
Rotary parade			1,496		1,496
Closing Event			6,739		6,739
Chamber of Commerce Business Awards			244		244
Year end volunteer thank you dinner			286		286
Less: Sundry revenue			(115)		(115)

<u>22,590</u>	<u>45,100</u>	<u>101,150</u>	<u>2,412</u>	<u>171,252</u>
---------------	---------------	----------------	--------------	----------------

<u>Funding (surplus)/deficit</u>	<u>(27,410)</u>	<u>(19,900)</u>	<u>30,150</u>	<u>2,412</u>	<u>(14,748)</u>
----------------------------------	-----------------	-----------------	---------------	--------------	-----------------

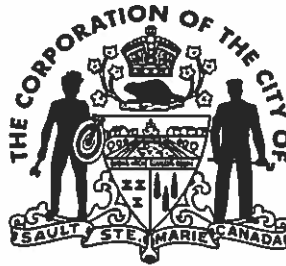
Funds remaining
as of May 15/13

57(11)

6(6)(a)

Jerry Dolcetti, RPP
Commissioner

Donald B. McConnell, RPP
Planning Director



ENGINEERING & PLANNING
DEPARTMENT

Planning Division

2013 12 02

Mayor Debbie Amaroso and
Members of City Council

RE: Potential Rural Area Severance Moratorium

PURPOSE

This report has been prepared in response to a request by City Council for comments on a possible moratorium on severance applications in the rural area.

BACKGROUND

On November 4, 2013 City Council approved the following resolution:

"Resolved that the feasibility of approving a moratorium on the consideration of rural area severance applications be reviewed by appropriate staff and reported back to Council at the December 2, 2013 Council meeting."

This resolution was the result of a discussion concerning requests to permit more than one severance per lot as is currently allowed by existing Official Plan policy. The Mover of the resolution was contacted to ensure that the intent was related to multiple severances on one property only and not to prohibit all severances in the rural area.

ANALYSIS

Over the past five years City Council has dealt with 13 requests for multiple severances in the rural area. All of the requests were approved with the exception of one, which was postponed to allow for the consideration of development with municipal services.

The Planning Advisory Committee has met with Planning staff to consider this issue and recently began work on a review. This review will consider various options and the criteria to be used when evaluating alternatives. Public consultation will be a major component. A draft work plan and timeframe is being prepared and it is anticipated that a final report with recommendations will be available in April or May.

Section 38 of the Planning Act allows the Council of a local municipality to restrict development within the defined area for up to one year by approving an interim control by-

law. The one year time limit may be extended for an additional two years by Council. No public notice is required prior to the passing of a by-law under this section, but notice is given following approval. Any person may then appeal the by-law to the Ontario Municipal Board.

In this instance, it may not be necessary to impose a moratorium.

On average, only two or three applications are received each year. While staff cannot refuse an application, they can advise the public that any applications for multiple severances in the rural area will be recommended for postponement until the review is completed. It may be to the applicant's advantage to wait, as depending on the outcome of the review an application for an Official Plan amendment and the related fee may not be necessary in some situations.

Therefore it is recommended that City Council not consider a formal moratorium on multiple lot severances in the rural area and that staff advise potential applicants that new applications will be recommended to be postponed until a comprehensive review of this issue is completed.

IMPACT

There are no significant impacts on municipal services resulting from this approach.

STRATEGIC PLAN

Approval of this request is not related to any activity identified in the City's Corporate Strategic Plan. However completion of a comprehensive review of rural residential development is consistent with Strategic Plan Objective 3B – Planning for the Future as it will ensure that municipal policy is consistent with Provincial Policy and meets the needs of the community.

RECOMMENDATION

That City Council not consider a formal moratorium on multiple lot severances in the Rural Area and that staff advise potential applicants that new applications will be recommended to be postponed until a comprehensive review of this issue is completed.

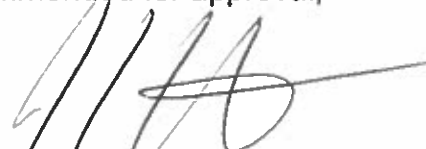
Respectfully Submitted,



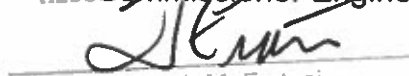
Don McConnell, MCIP, RPP
Planning Director

DBM/ps

Recommended for approval,



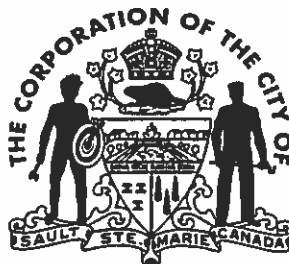
Jerry Dolcetti, RPP
Commissioner Engineering & Planning



Joseph M. Fratesi
Chief Administrative Officer

Jerry Dolcetti, RPP
Commissioner

Donald B. McConnell, RPP
Planning Director



ENGINEERING & PLANNING
DEPARTMENT

Planning Division

2013 12 02

Mayor Debbie Amaroso and
Members of City Council

RE: THE CLEAN WATER ACT AND SOURCEWATER PROTECTION

PURPOSE

This Report is intended to provide Council with a background on Sourcewater Protection, provincial funding resources and the subsequent responsibilities of the Municipality.

BACKGROUND

The *Clean Water Act 2006* and Drinking Water Source Protection is an outcome of the Walkerton tragedy, which occurred in 2000. The resulting Walkerton Commission, led by Chief Justice O'Connor recommended a 'multi-barrier approach' to protect Ontario's drinking water resource. The intent of the Clean Water Act is to protect existing and future drinking water sources.

Part of the 'multi-barrier approach' is the establishment of a Source Protection Plan, which applies to the 'Sault Ste. Marie Region Source Protection Area'. Although Sault Ste. Marie is the main focus, the plan also applies to Prince Township and a very small portion of the Sault North Planning area. The plan does not apply to nearby First Nations lands.

The Clean Water Act established Conservation Authorities as the main agencies responsible for coordinating a science-based assessment of the local drinking water situation, and establishing a Source Protection Committee to develop a Source Protection Plan. Locally, Rhonda Bateman was the Drinking Water Source Coordinator, with support from Sault Ste. Marie Region Conservation Authority staff. The Ontario Ministry of the Environment funded the program.

The Source Protection Committee was established in 2007, including the following 9 members:

Chair	Currently Vacant
Municipal Representatives	Catherine Taddo, Environmental Engineer, City of SSM Hal Mc Gonigal, Prince Township Peter Tonazzo, Planner, City of SSM

2013 12 02

Page 2

Sector Representatives

Andrew Hallet, PUC Services Inc.
Roy Bertolo, Aggregates
Peter McLarty, Environmental

Public Representatives

Laurence Woolley, SSM Resident
Ralph Yanni, Sault North Resident.

Based on the approved Assessment Report, coordinated by the Sault Ste. Marie Regional Conservation Authority, utilizing technical rules established by the Ministry of Environment, the Source Protection Committee drafted a Source Protection Plan, with policies aimed at protecting our drinking water sources. The plan is currently under review by the Province, which is the approval authority. An important part of the plan will include policies pertaining to 'Significant Threat Activities', both existing and potential future. As per Section 22 of the Clean Water Act, the policies contained in the Source Protection Plan must ensure that activities either never become a significant threat or existing activities cease to become significant threats.

The Act outlines the following 21 prescribed drinking water threat activities:

1. The establishment, operation or maintenance of a waste disposal site within the meaning of Part V of the *Environmental Protection Act*.
2. The establishment, operation or maintenance of a system that collects, stores, transmits, treats or disposes of sewage.
3. The application of agricultural source material to land.
4. The storage of agricultural source material.
5. The management of agricultural source material.
6. The application of non-agricultural source material to land.
7. The handling and storage of non-agricultural source material.
8. The application of commercial fertilizer to land.
9. The handling and storage of commercial fertilizer.
10. The application of pesticide to land.
11. The handling and storage of pesticide.
12. The application of road salt.
13. The handling and storage of road salt.
14. The storage of snow.
15. The handling and storage of fuel.
16. The handling and storage of a dense non-aqueous phase liquid.
17. The handling and storage of an organic solvent.
18. The management of runoff that contains chemicals used in the de-icing of aircraft.

19. An activity that takes water from an aquifer or a surface water body without returning the water taken to the same aquifer or surface water body.
20. An activity that reduces the recharge of an aquifer.
21. The use of land as livestock grazing or pasturing land, an outdoor confinement area or a farm-animal yard. O. Reg. 385/08, s. 3.

The aforementioned prescribed threat activities are those which have the potential to be considered a 'significant threat', based on a number of factors, such as the size and location of the activity.

ANALYSIS

The Local Situation

The Source Protection Plan and the policies therein, is centred on the science-based 'Assessment Report', which outlines 'Wellhead Protection Areas' around the four (4) City Well locations, an 'Intake Protection Zone' around the Gros Cap intake, and the 'Significant Groundwater Recharge Area' located in the northern part of the city. The wellhead protection areas, intake protection zone, and significant groundwater recharge area are shown on the map attached.

The critical area for source water protection is Wellhead Protection Area A (WHPA-A), which is a 100m radius around each wellhead. Wellhead Protection Areas B and C (WHPA-B&C) are important in relation to threat #16, the storage and handling of Dense Non-Aqueous Phase Liquids (DNAPLs) which are solvents that do not mix with, and are heavier than water. Examples include chlorinated solvents, coal tar, paints and laquers. DNAPLs are often associated with uses that strip wood, dry cleaning establishments and auto maintenance.

Based on the MOE's technical rules and hazard scoring, activities in the City's Significant Groundwater Recharge area cannot become significant. This does not change the local conditions indicating that the groundwater recharge area is the most susceptible to contamination, as noted in Burnside's 'Sault Ste. Marie and Area Groundwater Management and Protection Study' which was completed in 2003.

Existing Significant Threats

The Draft Sault Ste. Marie Source Protection Plan identifies 4 existing significant threats. Upon Provincial approval of the plan, the threats are proposed to be mitigated in the following manner:

1. Snow Storage Site – Queen Street East, across from the Lorna Well, abutting the East End Sewage Treatment Plant.
 - a. Municipality to implement a plan to ensure best management practises for the storage of snow, including:
 - i. Establish delineated boundaries for snow storage,
 - ii. Ensure melt water drainage flows away from the Lorna Well,
 - iii. Education and training for those who utilize the snow storage site,

- iv. The plan encourages the municipality to continue to apply for available funding opportunities related to on-site soil sampling and testing.
2. Sewage Infrastructure – Force main beneath Queen St. East, adjacent to Lorna Well.
 - a. Municipality to develop a prioritized inspection and maintenance schedule for the portion of the force main that is within 100m of the Lorna Well.
 - b. Municipality to develop a training plan for PWT staff to delineate vulnerable areas and outline emergency response procedures in the event of a leak in the force main.
3. Fuel Storage and Handling – Gas station, southwest corner of Second Line and Goulais Avenue, adjacent to the Goulais Well.
 - a. A risk management plan as per the Part IV powers of the Clean Water Act (described later). At a minimum, the Risk Management Plan shall include:
 - i. Adherence to TSSA standards,
 - ii. Best management practises,
 - iii. Measures to ensure site drainage is away from the Goulais Well intake,
 - iv. Installation of a leakage alarm system,
 - v. Maintenance and monitoring protocol,
 - vi. Spills response action plan,
 - vii. Enhanced tank safety requirements,
 - viii. Abandonment plan.

Note: The owners have already completed much of the above.

4. Transportation of Hazardous Materials – Shipping lane near Gros Cap Intake, Prince Township.
 - a. The shipping lane is federally/bi-nationally regulated, and therefore the source protection plan, which has no federal jurisdiction, cannot directly regulate shipping. Policy has been developed for joint emergency response planning, including immediate PUC notification in the event of a spill, so that the intake can be shut down.

Future Significant Threats

In terms of significant threats to the groundwater aquifer, the threat level is highest within 100m (WHPA-A) of the City wells. The potential for future significant threats is minimal, given the majority of the existing zoning within 100m of the four (4) city well locations is residential, with some commercial. WHPA's B & C in the west-end include some Rural Area properties and WHPA-C in the east-end includes vacant industrial properties (Black Road and McNabb Street).

Generally speaking, activities associated with residential land uses are not considered as significant threats. There are a small number of existing commercial uses and vacant commercial properties that could be occupied by significant threat activities. The commercial zoning permits uses like gas stations (fuel storage and handling), dry cleaners (DNAPLs and organic solvents), automobile repair (fuel/oil, DNAPLs, organic solvents), and retail establishments that could store and handle large quantities of oils, DNAPLs, organic solvents, fertilizers, pesticides, etc.).

There are a number of Rural Area zoned parcels within WHPA's B & C of the west end wells. The Rural Area Zone permits agricultural uses, which can include significant threat activities such as the storage, handling and application of fertilizers, pesticides, agricultural and non-agricultural source material (manure). Current zoning provisions require a minimum area of 10ha (25acres) in order to support an agricultural use. Most Rural Area zoned properties located within the wellhead protection zone are too small to support more than hobby farms. Small agricultural operations are generally not considered a significant threat.

There are a number of industrial uses, and industrially zoned vacant parcels within WHPA's B & C of the east end well, including the 'Black Road industrial area', and a number of vacant industrial parcels along McNabb Street. Most industrial uses have the potential to include significant threat activities.

Managing/Prohibiting/Regulating Significant Threats – Existing and Future

The proposed Source Protection Plan contains policies to ensure that prescribed drinking water threat activities either never become a significant threat or existing activities cease to become a significant threat. There are a variety of options for managing existing and future threats, including:

1. Education, outreach and incentives.
2. Existing Provincial Instruments/Approvals – MOE Certificates of Approval.
3. Land Use Planning Approaches – Work best to manage future threats, Official Plan, Zoning, Site Plan Control.
4. Municipal Act Authorities – Licensing.
5. Other tools such as stewardship programs and best management practises.
6. Clean Water Act (Part IV) Powers, used as a last resort. Part IV powers can only be applied to significant threats:
 - a. Prohibition – Existing and future activities can be prohibited.
 - b. Risk Management – Significant threat activities can be managed through a risk management plan, which is negotiated between the land owner and Risk Management Official.
 - c. Restricted Land Uses – A screening tool which connects prescribed threat activities to defined land uses, which prevents the unintentional approval of Building Permit/Rezoning/Official Plan Amendment application that could lead to the creation of a significant drinking water threat. This screening tool requires the Risk Management Official to review proposals prior to acceptance as a complete application.

For a more detailed review of how the Draft Sault Ste. Marie Area Source Protection Plan policies propose to manage significant threats, please refer to Appendix 1 to this Report – Significant Threat Table.

Risk Management Official and Risk Management Inspector Staff Positions

Under the *Clean Water Act, 2006* the Municipality is responsible for implementing the policies contained in the Source Protection Plan. The Municipality is also responsible for establishing Risk Management Official (RMO) and Risk Management Inspector (RMI) positions. The RMI

reports to the RMO or the two positions can be combined. The City can delegate the overall responsibility to either the Conservation Authority or Algoma Public Health; however the Municipality is ultimately responsible for implementation and funding.

It is recommended that the RMO position be retained within the Municipality, to be held by Peter Tonazzo in the Planning Department, and that the RMI position be housed at the Conservation Authority by Anjum Amin, a Professional Engineer. Both have been involved with the Source Protection process since 2007.

JOB ROLES

Risk Management Official (RMO)

The main role of the RMO is one of oversight and approval. The RMO is ultimately responsible for the RMI and the implementation of the Source Protection Plan.

It is estimated that the RMO position would require approximately 155 hours for the first year, and approximately 115 hours in subsequent years. The costs associated with funding the RMO position are unknown at this time however; it is estimated to be approximately \$8000 for the first year. It is possible that this amount could be adjusted in subsequent years.

Risk Management Inspector (RMI)

The role of the RMI is one of technical support, site inspections, monitoring and reporting to the RMO and Source Protection Committee.

It is estimated that the RMI position would require approximately 390 hours for the first year, and approximately 295 hours in subsequent years. The total cost for the first year is estimated to be approximately \$25,000.

RMO/RMI Training Requirements

The Municipality is also responsible for the training required for the RMI and RMO positions, which consists of about five (5) days, out of town. The total costs to the municipality associated with the training are expected to be roughly \$3500.

Other Resource Costs

Legal Division

In some cases assistance from the Legal Department may be required, however it is anticipated that such circumstances will be rare, and utilized as a last resort.

In the event of an appeal, Legal Department will play an important role in any Land Tribunal Hearings. In other cases, where a landowner refuses entry by the RMO or RMI, warrants may be necessary, which will also require Legal Department assistance. Finally, Legal Department will be relied upon in assisting the drafting of an agreement between the City and SSMRCA (and possibly PUC) as it relates to roles and responsibilities.

6(6)(b)

SOURCE PROTECTION MUNICIPAL IMPLEMENTATION FUND

The Province has recently released the details of the Source Protection Municipal Implementation Fund, which is intended to help build municipal capacity to implement source protection plans. The City of Sault Ste. Marie is eligible to receive \$75,000, with the possibility of a future \$5000 in 'collaboration' funding, which could be utilized to implement source protection measures in Prince Township. Funds received must be utilized by December 7, 2015.

Eligible Costs:

- Salaries and benefits
 - Hiring or re-assigning staff to serve as RMO/RMI,
 - Administrative support required to establish/maintain the Risk Management Office,
 - Resource costs associated with updating land use policies (OP, Zoning) as identified in the Source Protection Plan,
 - Resource costs associated with legal support
 - Environmental Land Tribunal hearing
 - Ontario Municipal Board hearing
 - Notices of Entry etc.
 - Resource costs associated with training Building staff to appropriately handle applications that are or could become significant threats.
- Fees incurred for contracted professional service
 - Hiring consultants to assist in developing risk management plans.
- Printing and distribution costs associated with education and outreach programs/activities.

Ineligible Costs:

- Travel, meals, accommodation and hospitality.
- Overhead such as rent, utilities and office supplies.
- Capital such as vehicles, office furniture, computers.
- Incentives or compensation for property owners.
- RMO/RMI training costs.

The Source Protection Municipal Implementation Fund Grant Funding Agreement is attached for Council's consideration. The submission deadline in order to be eligible for funding is December 13, 2013. The funds will not be utilized until 2014.

IMPACT

The total first year cost associated with this program is estimated to be \$37,000. It is anticipated that costs would be adjusted down in subsequent years.

In addition to provincial funding (\$75,000) staff is currently exploring RMI funding options with the PUC. Consequently, for at least the next three years (during the provincial funding window) the direct costs to the municipality will be minimal.

The total costs are further broken down as follows:

- \$3,500 for training - The City will be responsible for covering the costs associated with the RMO and RMI attending a week long training session, to be held in Southern Ontario. Council recently approved a travel request for a training session to be held in early December, however the Province cancelled this session and it is anticipated that a session will be held in February. Costs associated with this training are not eligible under the provincial funding program.
- \$25,000 for the RMI position – Based on an estimated first year workload of 390 hours. Subsequent years are estimated to be approximately 290 hours per year. The first 3 years of such costs are eligible under the provincial funding; however staff is also exploring additional long term funding options with the PUC.
- \$8,000 for the RMO position – Based on an estimated first year workload of 155 hours. Subsequent years are estimated to be approximately 115 hours per year. The first 3 years of these costs are eligible under the provincial grant.
- \$500 for Education and Outreach – The proposed Source Protection Plan includes an education and outreach component attached to most significant threat policies. These costs can be funded via the Provincial grant.

Additional workload associated with Legal Division responsibilities are anticipated to be minimal, however in the event that a landowner appeals an application to the Ontario Land Tribunal or a warrant is required to allow property entry, Legal Department will play a substantial role. Having said this, appeals and warrants are anticipated to be not more than one (1) each per five (5) years, although there is the potential for more or less. Provincial funding can be utilized to cover these costs during the first three (3) years of the program.

There will also be additional resource costs associated with potential Official Plan Amendments and Rezoning, required to implement the policies contained within the Source Protection Plan. These costs are eligible for provincial funding.

Finally, there will be additional resource costs associated with municipal training on processes to ensure that Building Permit or Planning Act applications are appropriately screened to ensure that they are not or do not have the potential to become significant drinking water threats. The RMO and RMI will coordinate this training, which will likely focus on Building Division staff. These costs are eligible for provincial funding.

Under the *Clean Water Act, 2006* the Municipality is responsible for implementing the policies contained in the Source Protection Plan. The Municipality is also responsible for establishing Risk Management Official (RMO) and Risk Management Inspector (RMI) positions. The RMI reports to the RMO or the two positions can be combined. The City can delegate the overall responsibility to either the Conservation Authority or Algoma Public Health; however the Municipality is ultimately responsible for implementation and funding.

It is recommended that the RMO position be retained within the Municipality, to be held by Peter Tonazzo in the Planning Division. The Planning Division would act as the 'Risk Management Office'. It is further recommended that the RMI position be housed at the Conservation Authority, by Anjum Amin. Both have been involved with the Source Protection process since 2007.

STRATEGIC PLAN

While not directly linked to a specific policy contained within the Corporate Strategic Plan, ensuring the continued protection of our drinking water aquifers is linked to the stated Corporate Value of Environmental Stewardship, as well as the three Strategic Focus Areas of Developing Solid Infrastructure, Delivering Excellent Services, and Enhancing Quality of Life.

RECOMMENDATION

It is recommended that Council accept this report as information, and assign the Planning Division to be the local Source Protection Risk Management Office. Furthermore, that Council appoints Peter Tonazzo as the Risk Management Official, and Anjum Amin as the Risk Management Inspector.

And, it is recommended that Council accept the Source Protection Municipal Implementation Fund Grant Funding Agreement attached.

And that staff negotiate with the PUC to enter into a partnership with the City on covering the costs associated with the RMI position.

Respectfully submitted,



Donald B. McConnell, MCIP, RPP
Planning Director

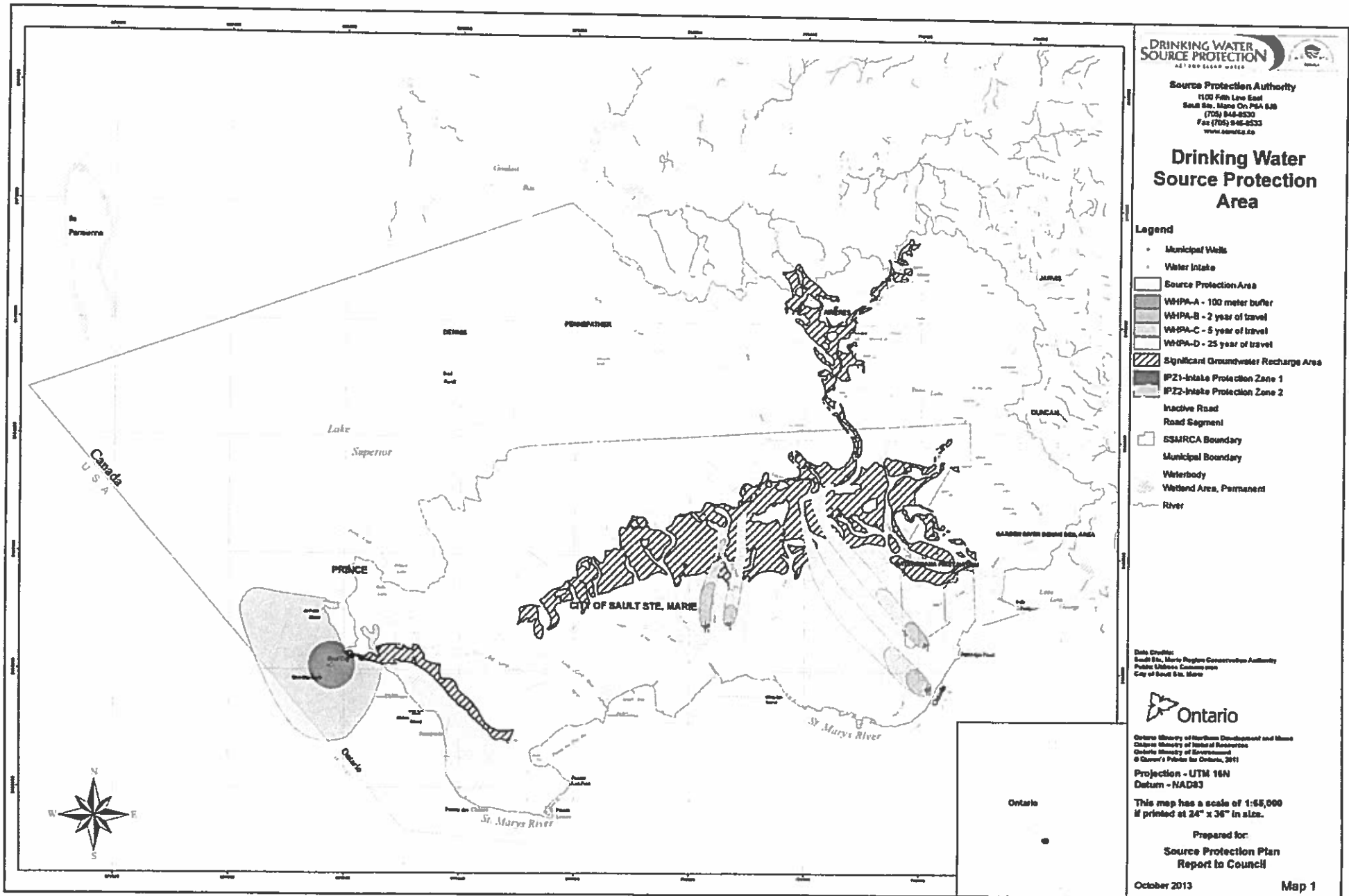
Recommended for approval,



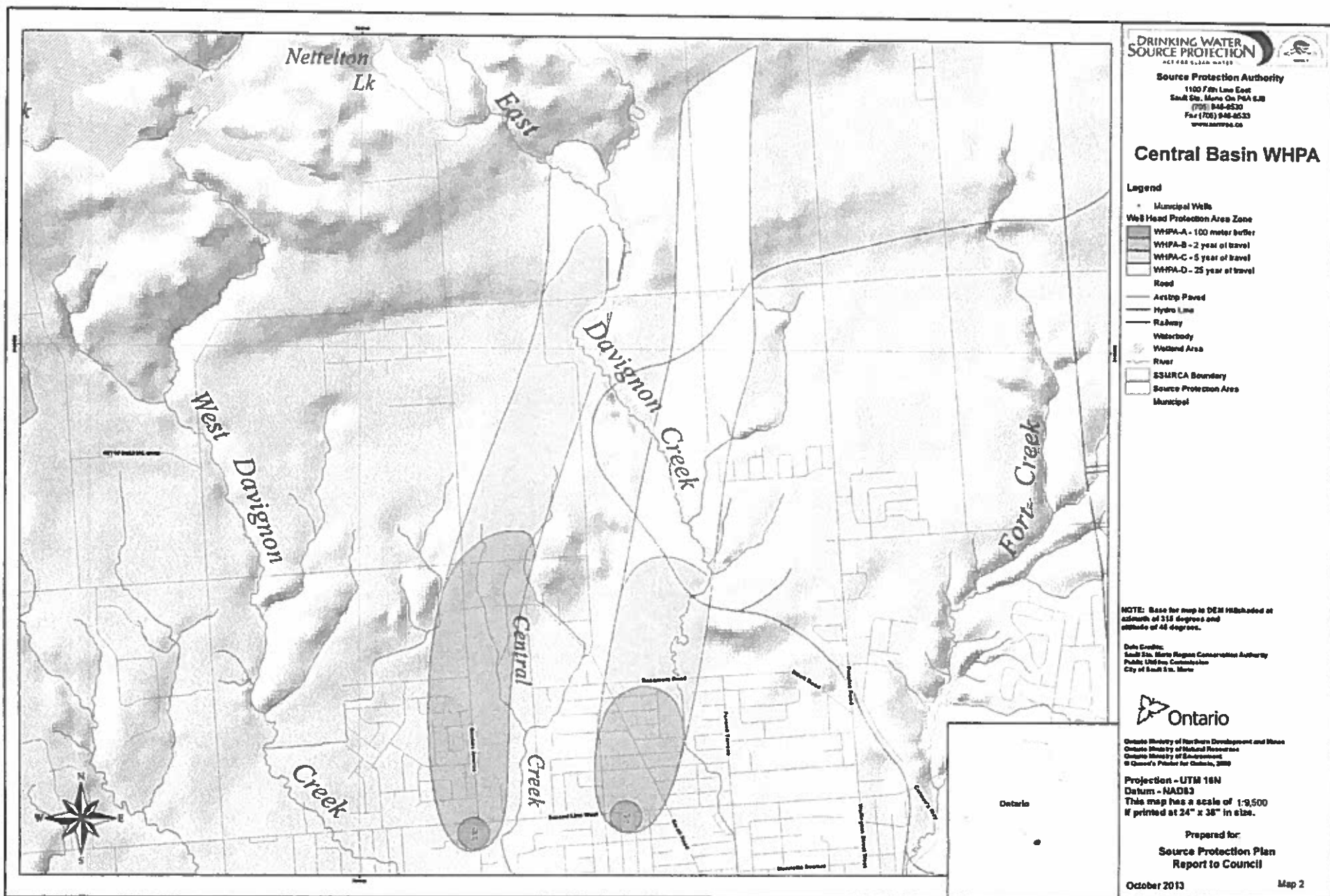
Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

DM/ps

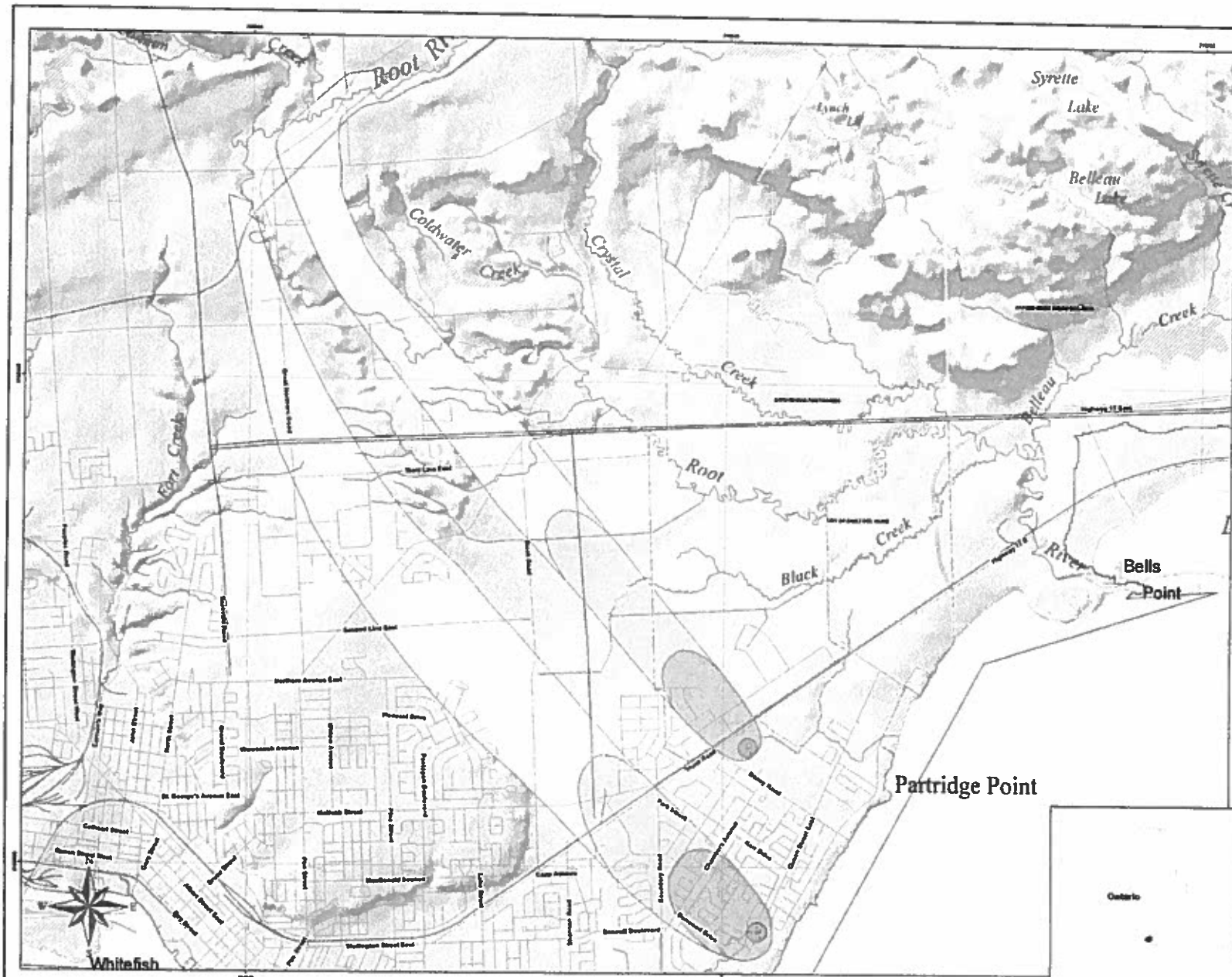
Attachment(s)



66161



66616)



Source Protection Authority

1100 Fifth Line East
 South St. Marys On P6A 6J8
 (705) 848-8530
 Fax (705) 848-8538
 www.ssmrca.on.ca

East Basin WHPA

Legend

- Municipal Wells
- Well Head Protection Area Zone
 - WHPA-A - 100 meter buffer
 - WHPA-B - 2 year of travel
 - WHPA-C - 5 year of travel
 - WHPA-D - 25 year of travel
- Road
 - Asphalt Paved
 - Hydro Line
 - Railway
 - Waterbody
 - Wetland Area
 - River
 - SSMRCA Boundary
 - Source Protection Area
 - Municipal

NOTE: Base for map is DEM projected at azimuth of 315 degrees and altitude of 45 degrees.

Data Credits:
 South St. Marys Region Conservation Authority
 Public Utilities Commission
 City of South St. Marys



Ontario Ministry of Natural Resources and Forests
 Ontario Ministry of Environment
 Ontario Ministry of Agriculture, Food and Rural Affairs
 City of South St. Marys, 2008

Projection - UTM 18N
 Datum - NAD83
 This map has a scale of 1:17,500
 if printed at 24" x 36" in size.

Prepared for:
 Source Protection Plan
 Report to Council

October 2013

Map 3

66X6

**PROPOSED SOURCE PROTECTION PLAN
FUTURE SIGNIFICANT THREAT OVERVIEW**

Specified Threat	Parameters & Threat Rating	Policy Approach for Future Significant Threats
1. Waste Disposal Site	1. All WHPA-A. Significant All WHPA-B. Significant >10ha	Planning Act - Waste disposal sites will not be permitted in all WHPA-A & B <u>Impact</u> – Negligible. A waste disposal site within WHPA-A, or a waste disposal operation >10ha in WHPA-B would not be appropriate given existing land uses and parcel fabric.
2. Storage, Transmission & Treatment of Sewage and Stormwater	2. Sewage All WHPA-A & Steelton/Goulais WHPA-B Significant >10 000m ³ /day 2a. Stormwater Significant All WHPA-A where stormwater is discharged to land or surface water, and drains an area >10ha but <100ha.	Existing Provincial Instrument - All WHPA A's & Steelton/Goulais WHPA-B – The Province (MOE) shall ensure that all new Certificate of Approval applications for the establishment and maintenance of sewage works be evaluated to ensure that new applications or modifications to existing CofA's do not result in the creation of a significant threat. In WHPA-A, the Municipality shall also ensure that new development does not utilize septic systems. WHPA-A is within the Urban Service Line. The Municipality shall develop a maintenance and inspection and maintenance plan for sewage works in all WHPA-A's. <u>Impact</u> –The impact is to high volume sewer mains, such as the force main under Queen St. E, or the creation of a new sewage treatment plant. The stormwater impact is minimal; there are no sites within any WHPA-A that are larger than 10ha in size, however that is not to say that a stormwater management pond might be designed to drain several properties. All WHPA A's and the Steelton/Goulais WHPA-B are located within the Urban Settlement Area. OP policies will require all development to be connected to City water and sewer services. Therefore, <u>new development will not utilize private on-site services (wells and septic)</u>
Agricultural Source Material (Manure) and Non-Agricultural Source Material 3. Application 4. Handling & Storage	3. All WHPA-A Significant >1NU/acre 4. All WHPA-A. Significant – no parameter	3 & 4 Education and Outreach <u>Impact</u> – It is not anticipated that ASM and NASM application, for aesthetic purposes (Non-agricultural) will exceed an application rate of 1NU/acre. Given existing land uses, zoning and parcel fabric, agricultural uses are not anticipated within any WHPA-A.

(66)(b)

PROPOSED SOURCE PROTECTION PLAN
FUTURE SIGNIFICANT THREAT OVERVIEW

Specified Threat	Parameters & Threat Rating	Policy Approach for Future Significant Threats
Commercial Fertilizer 8. Application 9. Handling & Storage	8. All WHPA-A. Significant - >1NU/acre 9. All WHPA-A Significant >2500kg	8. Education and Outreach <u>Impact</u> – It is not anticipated that fertilizer application for aesthetic purposes (Non-agricultural) will exceed an application rate of 1NU/acre. Given existing land uses, zoning and parcel fabric, agricultural uses are not anticipated within any WHPA-A. 9. Risk Management Plan – Where a land use will or could result in the handling and storage of >2500kg of commercial fertilizer. <u>Impact</u> – Retail establishments that could sell fertilizer (hardware stores, garden/greenhouses) would be required to develop a risk management plan. Landscaping Contractors might also be required to enter into a Risk Management Plan, however such uses are permitted in Industrial zones. There are no industrially zoned properties within a WHPA-A.
Pesticides 10. Application 11. Handling & Storage	10. All WHPA-A. Significant >1ha 11. All WHPA-A. Significant Retail>250kg	10. Prohibit in WHPA-A, excluding residential uses. <u>Impact</u> – Minimal, it is not estimated that any residential/commercial properties would be applying pesticides to an area >1ha. 11. Risk Management Plan in WHPA-A <u>Impact</u> – Retail uses storing more than 250kg would be required to enter into a risk management plan prior to receiving building permit/rezoning approval. Landscaping Contractors might also be required to enter into a Risk Management Plan, however such uses are permitted in Industrial zones. There are no industrially zoned properties within a WHPA-A.
Road Salt 12. Application 13. Handling & Storage	12 All WHPA-A. Significant >80% pavement/concrete coverage 13. All WHPA-A. Significant >5000tonnes uncovered.	12. Best management Practices – City to annually review its comprehensive road salt management plan and identify recharge or ' <i>manufactured infiltration areas</i> ' to optimize road salt application and minimize potential infiltration. 13. Risk Management Plan in WHPA-A <u>Impact</u> – Minimal, uses that would store this quantity of salt (contractor's yards) are not permitted within the primarily residential 100m radius around the wellheads. Mitigation measure, such as covering the salt, would reduce the threat so that it is no longer considered significant.
14. Storage of Snow	All WHPA-A. Significant Below Grade or >1ha above grade depending upon chemicals in snow	14. Risk Management Plan in WHPA-A <u>Impact</u> – This policy will impact larger commercial uses located within 100m of the City wells. Commercial uses upon lots >1ha would require a risk management plan. There currently are no commercial properties within WHPA-A that are >1ha.
15 Handling & Storage of Fuel	All WHPA-A. Significant >2500L	15. Prohibit in WHPA-A <u>Impact</u> – Under current zoning, there are a number of properties within 100m of wells where gas stations are permitted.

(9796)

PROPOSED SOURCE PROTECTION PLAN FUTURE SIGNIFICANT THREAT OVERVIEW

Specified Threat	Parameters & Threat Rating	Policy Approach for Future Significant Threats
16. Handling & Storage of DNAPL's*	All WHPA-A. significant – no parameter All WHPA-B. significant – no parameter All WHPA-C. significant – no parameter IPZ1. Significant – no parameter (Prince Twp) IPZ2. Significant – no parameter (Prince Twp)	16. Prohibit in WHPA-A & B. excluding residential uses and the retail sale of products containing DNAPLs. 16. Risk Management Plan - the Retail Sale of DNAPL's in WHPA-A, B, C 16. Risk Management Plan - storage and handling of DNAPL's in WHPA – C. <u>Impact</u> – Activities that use DNAPL's are generally industrial in nature. A woodworking facility could have the potential to use them. The most common non-industrial use associated with DNAPLs are dry cleaners, however alternative methods that do not utilize DNAPL's are available. Retail products that can contain DNAPLs include paint thinners and coal tar.
17. Handling and Storage of Organic Solvents**	All WHPA-A. Significant >25L below ground storage or >250L above ground storage	17. Prohibit in WHPA-A excluding residential uses and the retail sale of organic solvents 17. Risk Management Plan - the retail sale of organic solvents in WHPA-A. <u>Impact</u> - Activities that use large quantities of organic solvents (paint thinners, industrial cleaners and degreasers) are generally industrial in nature, however such chemicals could be associated with motor vehicle repair and maintenance establishments. Retail products containing organic solvents include degreasers and paint thinner.
18. Run-off from aircraft de-icing chemicals.	All WHPA-A. Significant – in assoc. with a 'National Airport'.	18. Prohibition – Prohibit the de-icing of aircraft in WHPA-a <u>Impact</u> – Negligible. National airports would never be permitted within WHPA-A. SSM Airport is not large enough to fit the 'National Airport' definition. Therefore, helipads or landing strips (which would also be difficult to permit within WHPA-A's) would be considered a significant threat.
19. Taking from one aquifer & returning to a different aquifer.	N/A – Can't be a significant Threat – Water Quantity	N/A – City of SSM does not take from one aquifer and discharge into another.
20. Activities that reduce the recharge of an aquifer.	TBD – As/ Tier 3 Water Budget – Water Quantity – applies to Signif. Groundwater Recharge Area	Undetermined however it is anticipated that locally this will not become a significant threat.
21. Management of Agricultural Source Materials - Livestock grazing or confinement Areas	All WHPA-A. Significant >1NU/acre unconfined, >300NU/ha confined	21. Planning Act – Livestock grazing or confinement areas will not be permitted in all WHPA-A <u>Impact</u> – Negligible, residential character and existing parcel fabric within 100m of all city wells is not conducive to livestock grazing or confinement areas.
22. Transportation of Hazardous Materials Through International Shipping Channel	Proximity to Gros Cap well intake	22. Specified Action – Develop a coordinated response plan to ensure the Gros Cap intake is immediately shut down before the spill reaches the intake. <u>Impact</u> – Negligible, the shipping channel is located within International waters.

66X6)

PROPOSED SOURCE PROTECTION PLAN
FUTURE SIGNIFICANT THREAT OVERVIEW

NOTES

1. Impact – Is a description of a policy's impact as it pertains to future development potential from a land use planning perspective.
2. The terms 'Prohibit' and 'Risk Management Plan' refer to Part IV Sections 57 & 58 of the Clean Water Act.
3. Wherever Sections 57 & 58 are utilized, 'Restricted Land Uses' as per Section 59 of the Clean Water Act will be utilized as an implementation tool.
4. Sections 57, 58 & 59 of the CWA may only be applied to **Significant Threats**.
5. ***DNAPL's – Dense Non-aqueous Phase Liquids** – Such liquids are denser than water, and do not mix with water. A spill of a very small amount can have major impacts to the groundwater regime. Common DNAPLs include creosote, coal tar PCB oils and chlorinated solvents. Activities that use DNAPL's include paint stripping, dry cleaning, metal/plastic cleaning.
6. ****Organic Solvents** – Their use and chemical make-up is much like a DNAPL, however they are less dense than water and therefore float on water.
7. Most policies include an education and outreach component, which will be aimed at informing those that own, reside or operate a business within WHPA-A.

6/6/16

Briefing Note Prepared For

Sault Ste. Marie City Council
December 2, 2013

Background

The SSM Physician Recruitment & Retention Program (SSMRRP), a partnership between the City of Sault Ste. Marie, Sault Area Hospital, the Group Health Centre and Algoma West Academy of Medicine, celebrates the overwhelming success of the recruitment program. Since 2002, 92 physicians have been recruited to Sault Ste. Marie.

- The recruitment program was formed in an effort to unify recruitment efforts for the city of Sault Ste. Marie in 2002. It was one of the first communities in northern Ontario to identify the need for a recruitment program and provide financial support including physician incentives.
- Success achieved in eleven years includes the recruitment of:
 - 44 specialist physicians
 - 48 family medicine physicians
- Summer Studentship Program (SSP), offered to medical learners from Sault Ste. Marie has resulted in the recruitment of 22 participants
- Engage medical learners from Sault Ste. Marie through the SSP, newsletters and Facebook
- Engage medical learners from other medical schools through electives promoted at events throughout the year

Status

All partners believe in the high value of this program as well as the continued coordinated effort for recruitment.

The importance of Northern Rural Recruitment & Retention Initiative from the Ministry of Health which provides financial support for newly recruited physicians and the increase in medical learners exposed to Sault Ste. Marie through the Northern Ontario School of Medicine will continue to add to the success achieved to date.

Recommendation

It is recognized that there is continued high need for physicians in our community. We believe success can be achieved without offering the additional community incentive.

Due to the changing circumstances as well as the need for fiscal restraint by all of the partners, the proposed 2014-2015 budget attached reflects the elimination of physician incentives.

It also reflects a significantly reduced contribution from the City of Sault Ste. Marie that will be requested in the upcoming budget. The City will be asked to match the contributions of both the Group Health Centre and Sault Area Hospital in the amount of \$100,000 each year starting in 2014.

November, 27, 2103

To: Sault Ste. Marie Economic Development Corporation
Board of Directors

From: Tom Dodds, CEO

Subject: Searchmont Ski Association Inc. (SSAI) Financial Guarantee (\$100,000)
Funded through the City's Economic Diversification Fund (EDF)

Issue:

- The SSAI maintains a \$100,000 line of credit with the Royal Bank that is guaranteed by the City through the City's Economic Diversification Fund. The SSAI Board of Directors is requesting that this guarantee be renewed for a further three year term until December 31, 2016. The current guarantee expires December 31, 2013.

Background:

- The SSAI is a community based, not-for-profit organization formed to operate the Searchmont resort regional tourist attraction, located 40 km northeast of the City. Searchmont resort is a regional winter skiing and snowboarding destination with 40,000 to 60,000 skier visits per year.
- SSAI has a \$100,000 line of credit with the Royal Bank that is guaranteed by the City through the Economic Diversification Fund. The guarantee expires on December 31, 2013. The Economic Diversification Fund maintains a reserve for \$100,000 as collateral for this guarantee. The Board of Directors of the SSAI is requesting that this guarantee be renewed for a further three year term until December 31, 2016.
- Without this guarantee, the Royal Bank will cancel the SSAI credit facility. This will have a significant impact on the financial operations as SSAI utilizes a line of credit during the "off season" months to manage cash flow. Without this facility the resort will not be the position to prepare for the opening of the 2013/2014 ski season.
- During the winter months of January through March the line of credit is not utilized as the cash flow from operations is sufficient to meet working capital requirements. During the months of April to December the line of credit is used anywhere from 20% to a maximum of 100%.

- At no time has the Royal Bank been required to trigger the provisions of the guarantee so there has been no financial effect on the City except to have provision for \$100,000 available in the event that Searchmont was unable to maintain its line of credit.
- SSAI has had financial challenges in previous seasons. The Corporation continues to work on a capital plan and securing ownership of the resort property. SSAI is projecting a positive cash flow position for the 2013/2014 season. They have developed a business plan to modify operations to continue to provide positive cash flows in the future.

Current Status:

- On November 7, 2013 the SSAI made a presentation to the SSMEDC Board of Directors requesting their support for the extension of this guarantee. The Board passed a resolution in support of the SSAI request.
- In subsequent discussions, City staff indicated that they had not envisaged undertaking a long term role in providing a loan or line of credit guarantee to the SSAI. They believe such a role is best left with the Sault Ste. Marie Economic Development Corporation.
- It has been suggested by City Staff that the Sault Ste. Marie Economic Development Corporation be provided \$100,000 in EDF funds to be set aside as the collateral for Searchmont's line of credit.

Recommendation:

- The Sault Ste. Marie Economic Development Corporation Board of Directors is meeting at Noon, December 2, to discuss this matter. Staff are recommending that the Board pass a resolution indicating that is prepared to take on the role as guarantor of a \$100,000 line of credit with the Royal Bank of Canada, provided the City makes a transfer of \$100,000, from the Economic Diversification Fund to the EDC, which it will set aside as collateral for the RBC/SSAI line of credit.
- Once the loan guarantees expires, the funds will be returned to the City's Economic Diversification Fund.

Tom Dodds

November 27, 2013

SAULT STE. MARIE
ECONOMIC DEVELOPMENT CORPORATION

Board of Directors' Meeting

Thursday, November 7, 2013
Russ Ramsay Board Room
11:30 am.

Extension of Loan Guarantee for Searchmont Ski Association Inc.

Moved by: Geoff Meakin

Seconded by: Brian Watkins

Conflict Declared by: Greg Peres, SSAI Board Member

Resolved that the Report of the Searchmont Ski Association Board of Directors dated 2013 10 25 concerning renewal of loan guarantee for Searchmont be accepted; and

The recommendation that the Board endorses this request and recommends that City Council approve to renew the loan guarantee from previous EDF reserves for a further 3-year term until December 31, 2016 be approved. CARRIED.



November 13, 2013

Mayor Debbie Amaroso
City of Sault Ste. Marie
99 Foster Dr.
Sault Ste. Marie ON

Dear Mayor Amaroso:

I am writing to you in support of the request from the Searchmont Resort to have the City renew its guarantee of Searchmont's line of credit.

It is often claimed that Searchmont is an important community asset. I can attest that it certainly provides value to my institution.

Algoma University exists primarily to serve the people of this community, but we can do so only by actively recruiting students and staff from elsewhere. In recent years, we have been very successful at bringing in substantial numbers of new students from outside of the region, and indeed, from outside of Canada. Many of these students have never had an opportunity to ski. In China, the sport is new and is available only to the hyper-wealthy. In Middle East, it does not exist at all. And for many of our students from Southern Ontario, decent skiing is up to three or four hours from their home.

For Algoma University, the proximity of an excellent facility like Searchmont constitutes a great opportunity to enhance student life and to make our university a more attractive destination. We therefore worked out a favorable student membership package with Searchmont and marketed it this year on a trial basis. I believe we sold sixty-five memberships, and approximately half of them were purchased by international students. That is an excellent start, and I'm confident that those sixty-five students will have such a good time that sales will increase steadily in the future, which will be great for Searchmont and great for our students.

It will also be great for the university because it will help us to market Algoma to even more students as a school where you can get an excellent education and where our snowy winters are not something to be feared, but an opportunity for fun. Our partnership with Searchmont is thus a perfect illustration of

6(8)(b)

one local organization working with another for the benefit of both, and the long-term growth of the community. I am therefore very pleased to support Searchmont's request and I would ask that you share this letter with your Councillors.

Sincerely

A handwritten signature in dark ink, appearing to read 'Richard Myers', with a stylized flourish at the end.

Dr. Richard Myers
President

Background:

The Sault Ste. Marie Innovation Centre (SSMIC) has made an application to the Economic Development Fund in the amount of \$150,000 to support a project to advance digital gaming technologies in Sault Ste. Marie. This project aligns with SSMIC's mandate to drive business growth, facilitate research and commercialize innovation in the globally significant areas of science and technology through partnerships, expert advice, community development, business incubation, youth outreach and sector development activities.

This project is being undertaken by community stakeholders in Sault Ste. Marie to take advantage of a dynamic and growing environment in the global digital gaming industry. A Digital Gaming Task Force will be created to include representation from SSMIC, SSMECD, Sault College, Algoma University, and other public and private sector stakeholders when required.

Summary:

This specific project will advance the digital gaming sector in Sault Ste. Marie through a unique partnership between SSMIC and a global player in the digital gaming sector - Canadian Bank Note Company, Limited (CBN). Three initial initiatives will be undertaken: 1) the re-architecture and development of an advanced e-bingo platform; 2) the development of a Game Development Kit (GDK) that will allow third party vendors to develop play-on-demand (PoD) games that operate on the e-bingo platform; and, 3) the creation of six PoD games.

This project is being undertaken to develop new business opportunities which in turn will create new highly skilled positions. Additionally, it will enable CBN to develop a new gaming platform which also has a global market and the potential to grow the Sault Ste. Marie office. This project will help position Sault Ste. Marie as a global leader in the lottery and gaming sector.

Request:

SSMIC has requested \$150,000 of EDF support towards a \$2,485,709 total project. Other funding partners include:

Northern Ontario Heritage Fund Corporation	\$1,015,000 (requested)
Canadian Banknote	\$ 854,377 (approved)
SSMIC	\$ 56,133 (approved)
Destiny SSM	\$ 10,000 (requested)
In-Kind Support (CBN and SSMIC)	\$ 400,200 (approved)

Outcomes:

The result will be the immediate creation of 10 new highly skilled professionals while maintaining more than 22 positions in the community. The creation of the new technology through this project will attract new firms to the community.

Recommendation:

The Chief Executive Officer of the Sault Ste. Marie Economic Development Corporation recommends support of this application by the Sault Ste. Marie Innovation Centre.

6(8)(c)

Malcolm White

From: Debbie LaFleur
Sent: Monday, November 25, 2013 8:58 AM
To: Malcolm White
Cc: Bianca Berlingieri; Tom Dodds; Tom Vair; Debbie LaFleur
Subject: Additional Agenda Item for Next Council Meeting - EDF Application - Next Generation Lottery and Gaming
Attachments: EDF Application - Next Generation Lottery and Gaming Centre - FINAL.doc; EDF Application SSMIC Digital Gaming Platform(2).docx

Hi Malcolm,

An additional item for the upcoming Council; the Sault Ste. Marie Innovation Centre requests to present the following item to City Council at their Monday, December 2 meeting.

EDF Application - Next Generation Lottery and Gaming

This matter pertains to an application for EDF funds for the development of a digital gaming technology platform; thereby supporting the SSM/OLG Modernization Strategy. Representatives from Sault Ste. Marie Innovation Centre will be in attendance to present and answer questions.

The EDC Board of Directors passed the following resolution in support of this application:

Moved by: Greg Punch

Seconded by: Donna Hilsinger

Be it resolved that the SSMECD Board of Directors recommends to the Sault Ste. Marie City Council that it contribute a maximum of \$150,000 to the Sault Ste. Marie Innovation Centre from the Economic Diversification Fund toward the development of a digital gaming technology platform, thereby supporting the SSM/OLG Modernization Strategy and the City's efforts to establish itself as a centre for next generation lottery and gaming.

Attached are the following documents also in support of the request:

- a) EDF Application
- b) SSMECD Staff Recommendation

Regards,
Debbie

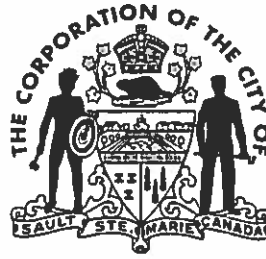
Debbie LaFleur

Manager, Corporate Services

Sault Ste. Marie Economic Development Corporation

d.lafleur@ssmedc.ca | 705.759.5463 | www.sault-canada.com

Disclaimer - This email message is intended only for the named recipient(s) above and may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If you have received this message in error, or are not the named recipient(s), please immediately notify the sender and delete this email message.



November 17, 2013

ECONOMIC DEVELOPMENT FUND (EDF) – APPLICATION

1. Application Requirements

Applicants will complete the following application information, provide a covering request letter, and will provide the necessary supporting documentation to support their request. The application will include a business or project plan, which outlines:

1.1. Applicant Information

1.1.1. Legal name of business/organization

Sault Ste. Marie Innovation Centre (SSMIC)

1.1.2. Names of Officers, Directors & Principals

- Dereck Whitmell, Board Chairperson
- Kelly McLellan, Treasurer and Chair of Finance Committee
- Mayor Debbie Amaroso (Ex-Officio)
- Nevin Buconjic
- Steve Butland
- Dr. Ron Common
- Kirsten Corrigan
- Marc Dube
- Jim Harmor
- Dr. Richard Myers
- Art Osborne
- Lisa Richter
- Leslie Smith
- Marty Wright

- Tom Vair – Executive Director
- Jason Nacarrato – VP, Development

1.1.3. History of Organization

The Sault Ste. Marie Innovation Centre was established in 1999 to function as a catalyst for economic development and diversification in the information technology and knowledge-based sectors. SSMIC has been involved in several projects since its inception; among those is the world renowned Community Geomatics Centre, the Rural Agri-Innovation Network (RAIN), Algoma Games for Health, Smart Energy Strategy and the operation of a business incubator for science and technology companies.

1.1.4. Organization mandate

SSMIC has a mandate to drive business growth, facilitate research and commercialize innovation in the globally significant areas of science and technology through partnerships, expert advice, community development, business incubation, youth outreach and sector development activities.

1.1.5. Key contact for initiative

Tom Vair - Executive Director

1.1.6. Contributing partners

- Canadian Banknote Corporation (CBN)
- Northern Ontario Heritage Fund Corporation (NOHFC)
- Sault Ste. Marie Innovation Centre (SSMIC)
- Sault Ste. Marie Economic Development Corporation (SSMEDC) - Destiny SSM

1.1.7. References

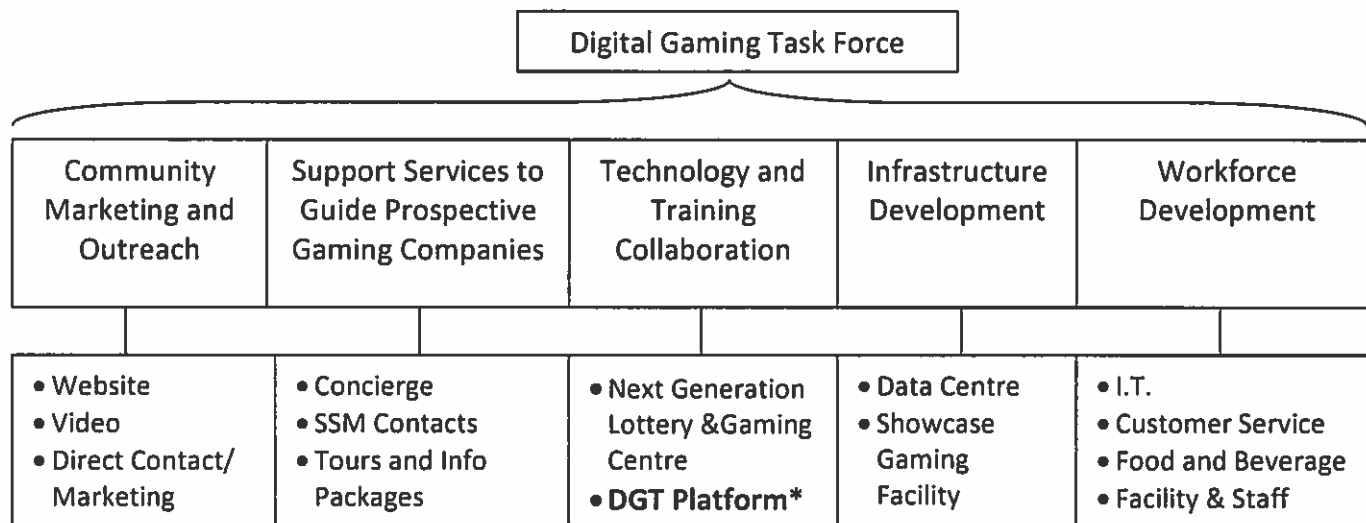
References available upon request.

ECONOMIC DEVELOPMENT FUND (EDF) – CRITERIA

1.2. Project Information: *Digital Gaming Technology (DGT) Platform*

1.2.1. Project description

This project falls under the umbrella of strategic activities being undertaken by community stakeholders in Sault Ste. Marie, to be proactive and take advantage of a changing environment in the global digital gaming industry. The new Digital Gaming Task Force includes representation from SSMIC, SSMECD, Sault College, Algoma University, and other public and private sector stakeholders when required.



The objective of this task force is to drive the development of digital gaming in the context of information and communications technology (ICT) growth and development in the community. This project exemplifies the kinds of public/private sector partnerships necessary to build local ICT capacity and expertise. The proposed DGT platform is one of a number of projects and initiatives that serve as a building block for the City's ICT sector development strategy.

This specific project will advance the ICT sector in Sault Ste. Marie through a unique partnership between SSMIC and a global player in the digital gaming sector - Canadian Bank Note Company, Limited (CBN). Specifically, the project develops key business elements that provide support for the community's efforts to establish the Next Generation Lottery and Gaming Centre in Sault Ste. Marie. Three initial initiatives will be undertaken: 1) the re-architecture and development of an advanced e-bingo platform; 2) the development of a Game Development Kit (GDK) that will allow third party vendors to develop play-on-demand (PoD) games that operate on the e-bingo platform; 3) the creation of six PoD games. The results will be immediate job creation with highly skilled professionals and the creation of new technology that will drive future revenue and jobs in the community for both SSMIC and CBN. The project will be based at the Sault Ste. Marie Innovation Centre.

The lottery and gaming industry is in a state of transition. Globally, jurisdictions are evaluating opportunities to increase revenue by adjusting operating modes to enable private sector partners to bring innovation through new technologies and business models to achieve better results. These new business models and technologies provide opportunities for better customer engagement, product development, channel delivery services and revenue generation.

Ontario Lottery and Gaming (OLG) has embarked on a major modernization initiative and is releasing RFP's to expand regulated private sector delivery of lottery and gaming in Ontario. As the headquarters

for OLG, this presents a unique situation for Sault Ste. Marie. It necessitates community stakeholders take proactive steps to not only retain current lottery and gaming jobs, but leverage this opportunity to expand jobs and the creation of new businesses in the future. We have already seen the location of one major company in Sault Ste. Marie - CBN who has a contract to operate the technology for the charitable gaming halls across Ontario.

CBN is a privately held Canadian company established in 1897 with sales in excess of \$200M per year. The company has 1500 employees and 10 branch offices world-wide. CBN is a total solutions provider in the following industries:

- Lottery & CG (Online Lotteries, Linked Bingo, etc.)
- Identification Systems (Passports, e-Passports, Secure Licenses, National ID cards, etc.)
- Payment Systems (Banknotes, Stamps, Tax Stamps, Coupons – including Canadian Tire money)
- Secure Facilities and Processes

CBN is seeking to significantly expand its charitable gaming business and Sault Ste. Marie is the global development hub for this effort. Working with CBN on this project holds great potential for future job growth on a number of fronts, including new positions at SSMIC and CBN, as well as future jobs supporting the digital gaming industry from Sault Ste. Marie.

Beyond this, we are sure to see future companies arrive in Ontario as they take over portions of OLG operations. Demonstrating the capacity of community stakeholders to engage and support technology research and development, testing and service development for the lottery and gaming industry is critical at this stage of the OLG modernization process.

This project is being undertaken to:

- 1) Create opportunities for SSMIC to develop PoD games that will have revenue generation potential
- 2) Enable CBN to develop a new gaming platform which also has a global market and the potential to grow the Sault Ste. Marie office
- 3) Fulfill a critical strategic opportunity for Sault Ste. Marie to demonstrate its leadership and support of the lottery and gaming sector at this important moment in the Ontario gaming industry modernization process

1.2.2. Objectives:

- To build ICT digital gaming capacity
- To attract new businesses and economic development opportunities in the sector

To take advantage of significant changes in the lottery and gaming sector in Ontario, SSMIC is working with the SSMEDC and private and public sector partners to establish Sault Ste. Marie as a home for advanced lottery and gaming. This project will establish a collaborative relationship with project stakeholders: CBN, the City of Sault Ste. Marie and SSMIC.

The strategic opportunity for Sault Ste. Marie is to build out collaborative models that serve the interests of private sector companies and community stakeholders in order to retain and attract new jobs in the lottery and gaming industry. This collaborative project is the first such project and it will see the creation of a robust new platform for CBN that will grow their gaming office in SSM; the creation of six PoD games by SSMIC (through the Algoma Games for Health team); and, the launch of a new GDK that creates future opportunities for game development companies.

1.2.3.

1.2.4. Performance targets

The key performance targets over the two years of the project are the creation of:

1. Three technology components of the project:
 - a. New digital gaming (e-bingo) architecture;
 - b. New game development kit (GDK) for the e-bingo platform; and,
 - c. Creation of six PoD games
2. The launch of Next Generation Lottery and Gaming Centre:
 - a. Includes hiring of a Business Manager for an initial two year contract; and,
 - b. Marketing of Centre to potential collaborators in lottery and gaming sector (private sector companies, OLG, regulators, academic researchers, etc.)

1.2.5. Impacts and Limitations of Project

The project will establish a platform for Sault Ste. Marie to showcase its commitment to the growth/advancement of the lottery and gaming sector and a mechanism for technology collaboration between SSMIC and industry stakeholders. A unique partnership will develop between CBN and SSMIC – as CBN licenses its e-bingo platform to other jurisdictions, their clients can also license the PoD games developed by SSMIC.

The project will create ten immediate high skill jobs and the potential for many new, highly-skilled positions, as CBN licenses this new charitable gaming platform around the globe (with their Sault Ste. Marie office as the sole development/support location for this technology) and SSMIC licenses these games to worldwide jurisdictions. Finally, the project demonstrates the capabilities of SSM to support significant private sector lottery and gaming companies.

The vision for the project is to create new opportunities for SSMIC and CBN to generate revenue and expand employment in Sault Ste. Marie through the new games and technologies developed as part of this project. The project also contributes to a higher strategic effort being conducted by Sault Ste. Marie stakeholders to demonstrate leadership and support for the lottery and gaming industry.

The limitations of the project are tied somewhat to the pace of the modernization process of OLG to engage with other private sector companies that are selected to take over portions of the OLG business.

Having said this, this project helps Sault Ste. Marie transition away from reliance on OLG as a mainstay for its ICT capacity.

1.2.6. Methodology and timing (including key dates for progress reports and final report to Council)

Project Plan

A detailed technical project plan has been created for both the game development process and the creation of the new e-bingo architecture and GDK. These project planning files will be attached to the submission if required.

1.3. Costs and Financing

1.3.1. Detailed project costs

The proposed use of the \$150,000 from the economic diversification fund will assist the project partners in leveraging contributions from NOHFC and go directly toward covering a small portion of the costs of project labour; equipment/software and marketing/travel line items. The total project costs \$2,485,709

Total Project Cost	\$ 2,485,709
Labour (refer to page 7 of 9 for details)	\$ 1,627,400
Equipment (1)	\$ 97,509
Game Development (2)	\$ 332,600
In-Kind (3)	\$ 400,200
Marketing Materials / Travel (4)	\$ 28,000

- 1) Equipment required for the project includes computer servers, software licenses (VS Pro w/MSDN, Project, Visio, etc.), and workstations.
- 2) Game Development – Contract services and expertise for the scope of work required for the development of six Play on Demand (PoD) games within the project
- 3) CBN in-kind includes contribution of their newly expanded facilities to host new hires and use of their Dev/QA system. SSMIC in-kind to include project administration; financial tracking and reporting to funding organizations; processing claims; report writing, etc.
- 4) Marketing materials and travel will be utilized to help in promotion of Sault Ste. Marie's capacity in the digital gaming sector and the Next Generation Lottery and Gaming Centre. Travel funds to be utilized for outreach to prospective business partners; and attendance key industry events/conferences

1.3.2. Financing arrangements (e.g., equity, loans, etc.) and funding partners

CBN	\$ 854,377
SSMIC	\$ 56,133
City of SSM	\$ 150,000
NOHFC	\$ 1,015,000
Destiny SSM	\$ 10,000

1.3.3. In-kind contributions

6(8)(c)

CBN	\$ 350,200
SSMIC	\$ 50,000

1.3.4. Balance, Financial Statements, Cash flow projections (historical and projected)

Here are the revenues and on-going expenses.

Revenues	Historic (Actual)	Projected Year 1	Projected Year 2	Projected Year 3
PoD Game Licensing Revenue	\$0	\$60,000	\$80,000	\$120,000
Total:		\$60,000	\$80,000	\$120,000

Expenses	Historic (Actual)	Projected Year 1	Projected Year 2	Projected Year 3
Sales and Marketing	\$0	\$10,000	\$20,000	\$20,000
Customization	\$0	\$15,000	\$20,000	\$25,000
Approval/certification process	\$0	\$15,000	\$15,000	\$25,000
Total:		\$40,000	\$55,000	\$70,000

1.3.5. Demonstrated need for assistance and supporting documentation and applications to other government assistance programs, etc.

Stage II application to NOHFC has been provided to the SSM EDC.

1.4. Economic Benefits

1.4.1. Description of how the project promotes economic growth and diversification

This project is an excellent fit for EDF funding as the project promotes the growth of the ICT sector in Northern Ontario – an area of focus for both the Growth Plan for Northern Ontario and Destiny SSM growth engines – and also creates new, highly skilled jobs in the community. The project will lead to new business opportunities and business creation, as both SSMIC and CBN have developed new marketable products with global potential. It enables the community to build its ICT capacity and the proposed Next Generation Lottery and Gaming Centre.

1.4.2. Projected job creation

A detailed project scope has been created to identify the skills required to conduct the development of a new architecture for the charitable gaming platform; the development of the GDK and the creation of the PoD games. CBN and SSMIC have committed to hiring the team of employees that will be involved with this project. The new hires for this project that will join the project team include:

Position	FTE	Job Type
System Analyst	1	New
System Administrator	1	New
SW Developer	3	New
Sr. Developer	1	New
QA Analyst	1	New
Software Architect	1	New
Project Manager	1	New
Business Manager	1	New

In addition, the jobs retained include the five person game development team at Algoma Games for Health.

Position	FTE	Job Type
Studio Director	1	Retained
Database Specialist	1	Retained
Game Programmer	1	Retained
Tester/Programmer	1	Retained
Game Artist	1	Retained

Further, for a project of this magnitude, there are a number of additional part-time and contracted roles that are required to provide specific expertise throughout the duration of the project. These roles include:

Position	FTE	Job Type
IT Director	0.25	In-kind
Network Admin	0.1	In-kind
DBA	0.25	In-kind
Admin Assistant	0.1	In-kind
Security Architect	0.1	Contract
Network Architect	0.1	Contract

1.4.3. Potential for tax assessment increase

Yes, there is potential for tax assessment increase through the growth of employees directly employed in the project and potential expansion of CBN in Sault Ste. Marie.

1.4.4. Other economic and community benefits

Following the project, SSMIC will be able to license three PoD games to other jurisdictions to generate revenue. The project also provides SSMIC with valuable experience and the ability to look for opportunities to develop additional games based on market reception and feedback. In addition, an opportunity exists for the expansion of the CBN office in Sault Ste. Marie as they license the charitable bingo platform to jurisdictions around the world. Each of these jurisdictions will provide revenue and will also require support and solution customization.

The new GDK will also open up opportunities for other game developers to create games that will reside on the system and share revenues for these games.

1.5. Community Benefits

1.5.1. How the project compliments other local initiatives

The project enhances the community's ability to attract/retain businesses and professionals by building the ICT cluster as an important part of diversifying the economy of Sault Ste. Marie. Additionally, the work will enable I.T. professionals to move to the community with more confidence as they see multiple opportunities for employment in their respective field. As Sault Ste. Marie positions itself as a centre for the lottery and gaming industry in Ontario, private sector proponents taking over components of the OLG business through the modernization process will see Sault Ste. Marie as a viable location for operations.

1.5.2. Impact on the community as a whole

The project will improve the capacity and investment readiness of the community by building capacity in the gaming sector by employing skilled staff that will build six interactive PoD games – this brings with it the capacity building exercise of researching the market, developing an understanding of what games are successful, identifying where opportunities for innovation exist and actually developing three games using a next-generation GDK and e-bingo platform. This experience is invaluable and will position AGFH for future project opportunities.

There are also tremendous economic development opportunities with this project – both SSMIC and CBN will be developing new games and technology platforms that will provide immediate benefit to the community through the creation of jobs and also the ongoing potential for revenue and job creation as the business expands.

After receiving the Application requirements, the SSMEDC may at its discretion request further information and clarification from the proponent.

For processing, all applications will be sent to:

Manager of Corporate Services
Sault Ste. Marie Economic Development Corporation
99 Foster Drive, First Level
Sault Ste. Marie, ON P6A 5X6
Telephone enquiries: (705) 759-5432
Fax: (705) 759-2185
E-mail: d.lafleur@ssmedc.ca
Website: www.sault-canada.com

Snow Train and Proposed City Council Backgrounder – Resolution

On Monday, November 19, 2013 CN issued a media release stating that it was terminating the operation of the Agawa Canyon Tour Train because the seasonal excursion service is incurring rising operating losses as a result of stagnating passenger demand.

This release came on the heels of a hastily called meeting with Mayor Amaroso and Tourism Sault Ste. Marie representatives Ian McMillan and Donna Hilsinger the Friday before. At that time CN Rail officials outlined their plans to cancel the Snow Train. Following those meetings TSSM contacted Sault Ste. Marie M.P.P. David Oraziatti, and expressed serious concerns regarding this decision.

Background:

In late 2004, the Sault Ste. Marie Economic Development Corporation engaged the services of Economic Growth Solutions Inc. to undertake the development of an Algoma Central Railway Tour Train Enhancement Business Plan. This document outlined the potential for upgrading the tour trains, and the economic rationale and return on investment that could be realized by enhancing the tour.

Subsequent to that, the companies Reich and Petch, and TCI Consultants were hired to specifically outline the best options for upgrading the aging coach equipment, while at the same time identify onboard audio/video technology that would enhance the tours and increase rider levels on the trains.

These documents laid the groundwork for an agreement from CN Rail to contribute \$5 million, NOHFC to provide \$5 million for the purchase and necessary enhancements to an upgraded set of passenger coaches to be used for the tour trains. To facilitate this initiative, three (3) separate agreements were developed (CN Rail – NOHFC, SSMEDEC – CN Rail, SSMEDEC – NOHFC) These agreements outlined the roles, responsibilities and deliverables required by each party. The agreements were signed over the course of a two year period (2007-2009).

Once all agreements were in place a representative from CN Rail (Terry O'Brien) and a representative from the SSMEDEC (Ian McMillan) began the process of locating rail cars that were compatible to the needs of the ACR Tour Trains. Ultimately it was decided that purchasing the 14 coaches and 3 engines that made up the "Ski Train" in Denver, Colorado made the most sense, and provided the best opportunity to upgrade the tour train experience significantly.

The actual purchase of the coaches (by CN Rail) occurred in the fall of 2010, and the renovations began within the next several months. One of the downsides of the timing of the purchase was a decision by CN Rail to cancel the 2011 Snow Train, with the reason being the coaches would not be available due to the renovations that would be required to get them ready for the summer/fall season in 2011.

At the time of that announcement SSMEDEC, TSSM and their tourism industry partners expressed concern regarding the cancellation of the Snow Train, and the economic impact it would have on the community. However, indications were that this was a one year issue, and only because of the need to renovate the coaches. Subsequently the Snow Train did run again in the 2012 and 2013 winter seasons.

2.

2014 Cancellation:

The announcement by CN Rail to cancel the 2014 Snow Train is not only troubling from an economic impact point of view, but also from a community partnership perspective. Tourism Sault Ste. Marie and its industry private sector partners have committed hundreds of thousands of dollars each year to help market the summer, fall and winter tour trains.

The results of these efforts have shown an increase in rider levels on all tour trains, including the Snow Train. In fact after the September 2013 cancellation of the tour due to the washout, the October rider numbers on the train increase by almost 1,500 riders, in just over a 2 week period.

It is the opinion of SSMEDC, CN's decision to cancel the Snow Train, has caused them to have breached the legal agreements that were put into place to facilitate the public funds that helped purchase the upgraded rail coaches.

SSMEDC/ACRI/CN Tour Train Agreement April – 2009**Points to Consider:**

- It appears that CN takes the position that the Agawa Canyon Snow Train is a separate cost center than the Tour Train that operates in the Summer and Fall.
- Tour Train is described in the Agreement in the following manner:
 "Whereas in 1972, Algoma Central Railway started to operate one or more trains catering to tourists on daylong excursions between Sault Ste. Marie and at what Canyon, Ontario (collectively the Tour Train). The tour train assets and operations were subsequently transferred to ACRI, which is wholly controlled by CN."

Comment:

- **The Agreement does not make a distinction of operating time period or a distinction between seasons. It is simply described as the Tour Train.**

In Section 5.3 of the agreement, it states that:

- ACRI shall operate the Tour Train with the new railcars on a schedule that is at least the equivalent to the schedule that was in place the year prior to this agreement.
- ACRI will work cooperatively with the SSM EDC to satisfy increased tourism growth that pushes demand beyond these dates.
- Provided however that in the event of a decrease in passenger traffic on the Tour Train, or reduced demand given downturns in the economy or for any other reasons, ACRI and SSMEDC shall collaboratively agree to alternate or reduce the schedule.
- In the event of disagreement, ACRI may, at its option alternate or reduce the schedule in its absolute discretion.

SSMEDC is of the view that ACRI is not operating the tour train at a schedule that is at least the equivalent to the schedule that was in place the year prior to the agreement, and that ACRI has not

worked cooperatively with the SSMEDC to satisfy increased tourism growth, and that ACRI and the SSMEDC have not collaboratively agreed to an alternative or reduced schedule.

In Section 5.5 of the agreement it states that:

- ACRI and SSMEDC shall at all times carry out the respective obligations under this agreement with diligence and in an economical and business-like manner with the goal of expanding and growing the Tour Train business through increased sales and ridership.
- Further, the parties will cooperate to improve the marketing of the tour train to meet these goals.

SSMEDC is of the view that ACRI has not at all times carried out their obligations under this agreement with diligence and in our economical and businesslike manner with the goal of expanding and growing the Agawa Canyon Tour Train business through increased sales and ridership. In fact the cancellation of the Snow Train contradicts the goal of this agreement.

SSMEDC has engaged legal representation to review the agreements and have been given a preliminary determination that there appears to be reasonable grounds to contest CN Rail's decision to terminate operation of the Snow train

As such, on Monday, November 25, a conference call was held with representatives of SSMEDC, TSSM and CN Rail to discuss the situation. During the call SSMEDC outlined their position, opposing the decision to cancel the Snow Train, asked CN Rail to consider reversing their decision. The 1,500 riders that the Snow Train attracts to the city each winter represents about a \$500,000 economic impact to the community that spills over into hotels, restaurants, retail and events.

Recommendation:

With the Tour Train being one of the key reasons that visitors travel to Sault Ste. Marie, and based on the significant economic impact they have on our community, the SSMEDC would ask that Sault Ste. Marie City Council pass the following resolution:

Whereas: The Agawa Canyon Tour Train is one of the key attractions in our community and help bring almost 30,000 visitors, representing almost \$13 million in tourism spending

And Whereas: The SSMEDC, NOHFC and CN Rail entered agreements in good faith to help purchase upgraded rail coaches and to enhance the tour train experience;

And Whereas: Tourism Sault Ste. Marie and its private sector partners have invested hundreds of thousands of dollars to help market the tour trains

And Whereas: The cancellation of the Tour Train would have a significant, negative impact on Sault Ste. Marie and area;

Be It Resolved: That Sault Ste. Marie City Council ask CN Rail to reverse its decision to cancel the Snow Train, as it contravenes the spirit of the agreement. Further, we would like all avenues to be explored to enable Tour Train to remain operational and to continue to grow the rider levels for the duration of the agreement.



North America's Railroad

NEWS RELEASE

CN cancels Agawa Canyon Snow Train as a result of low passenger demand

Railway will focus on growing successful summer and fall tour business

TORONTO, Nov. 19, 2013 – CN (TSX: CNR) (NYSE: CNI) today announced that it is terminating operation of the Agawa Canyon Snow Train because the seasonal excursion service is incurring rising operating losses as a result of stagnating passenger demand. CN said it will focus its attention now on continued operation of its successful summer and fall Agawa Canyon excursion trains.

The Snow Train typically operated six Saturday excursions each winter north of Sault Ste. Marie Ontario to the Agawa Canyon. Despite CN's efforts to promote the service, passenger counts have failed to grow, remaining at approximately 1,500 per season.

John Orr, CN vice-president, Eastern Region, said: "Since 2011 when we launched our new train, we have actively promoted the Snow Train and its newly refurbished equipment. Unfortunately, ridership has stagnated and the service is not economically sustainable. CN remains committed to Sault tourism and will focus its resources on promoting and growing ridership on the summer and fall tours where we have seen success."

In the summer and fall, passengers can disembark from the train and tour the Agawa Canyon for about 90 minutes before it returns to The Sault. This service operates seven days a week over a 17 to 18 week-long season. The canyon tour, along with the newly-refurbished train cars offering a higher level of enjoyment and passenger satisfaction, has attracted an increasing number of passengers. In the last two years, ridership on the summer and fall excursions has increased by more than 10 percent.

"CN is very pleased by the success of the summer and fall excursion trains," said Orr. "Working with our partner Tourism Sault Ste Marie, we will continue to invest in the promotion and delivery of this featured excursion train service".

Information on how to book an excursion on the Agawa Canyon Tour Train can be found at <http://www.agawacanyontourtrain.com/> or by calling 1-800-242-2987.

CN is a true backbone of the economy, transporting approximately C\$250 billion worth of goods annually for a wide range of business sectors, ranging from resource products to manufactured products to consumer goods, across a rail network spanning Canada and mid-America, from the Atlantic and Pacific oceans to the Gulf of Mexico. CN – Canadian National Railway Company, along with its operating railway subsidiaries -- serves the ports of Vancouver, Prince Rupert, B.C., Montreal, Halifax, New Orleans, and Mobile, Ala., and the metropolitan areas of Toronto, Chicago, Detroit, Duluth, Minn./Superior, Wis., Green Bay, Wis., Minneapolis/St. Paul, Memphis, and Jackson, Miss., with connections to all points in North America. For more information on CN, visit the company's website at www.cn.ca.

- 30 -

Contacts:

Media

Lindsay Fedchyshyn

Manager

Public & Government Affairs

(416) 209-3781

lindsay.fedchyshyn@cn.ca

7(a)



InsideToronto.com

Steeles bus crash prompts MPP to introduce bill calling for harsher distracted driving sentences

MPP Balkissoon to announce introduction of The Manoranjana Kanagasabapathy Act at Queen's Park

Scarborough Mirror

Scarborough-Rouge River MPP Bas Balkissoon will introduce a Private Members Bill at Queen's Park calling for more severe penalties for those convicted of distracted driving.

In a press release Tuesday, Oct. 8, Balkissoon said he will announce the introduction of The Manoranjana Kanagasabapathy Act during a press conference in the Queen's Park Media Room on Wednesday, Oct. 9, morning.

The bill is in reaction to a crash involving a delivery truck and a TTC bus at Steeles Avenue and Middlefield Road in August that took the life of Kanagasabapathy, 52.

At Wednesday's press conference, slated for 9 a.m., will be Kandiah Kanagarajah, Kanagasabapathy's brother.

The Aug. 13 crash involved a westbound TTC bus on Steeles Avenue that was stopping to let a woman passenger off when a panel truck attempting a left turn onto Middlefield Road slammed instead into the bus's front end and a hydro pole.

Kanagasabapathy was pronounced dead on the scene, while both drivers and every other passenger on the bus was injured in the 11:33 a.m. crash.

The driver of the truck, Vincente Bacobe Arbis, 40, was charged in August with criminal negligence causing death, dangerous operation causing death, two counts of criminal negligence causing bodily harm, two counts of dangerous operation causing bodily harm and one count of dangerous operation.



Emergency services personnel at a fatal crash Aug. 13 involving a delivery truck and a TTC bus at Steeles Avenue and Middlefield Road

News / Queen's Park

Ontario looking at demerit points for distracted drivers

MPPs and experts are calling on the province to introduce demerit points for drivers caught using cellphones on the road.



RANDY RISLING / TORONTO STAR FILE PHOTO

People using their phones as they drive in downtown Toronto last month.

By: Richard J. Brennan Provincial Politics, Published on Tue Nov 05 2013

Transportation Minister Glen Murray says a combination of an intense education campaign and demerit points should help turn the tide of deadly distracted driving.

"We are going to be moving in the very near future," Murray told the Star Tuesday.

MPPs of all political stripes are calling on the government to tack demerit points on to the \$155 fine introduced four years ago for using hand-held devices while driving.

The Insurance Bureau of Canada (IBC) says motorists talking on cellphones or texting are killing more people on Ontario highways than impaired drivers.

Murray said just as drunk driving became publicly unacceptable through years of education, it is his intention to approach the growing problem of cellphone use and texting while driving in a two-prong way.

"What we learned with drunk driving is that without an education campaign it doesn't work as well . . . you've got to have the authority of law . . . regulations and you've got to have a very robust education program," he said in an interview.

The minister said just as Mothers Against Drunk Drivers led the way on reducing impaired driving he hopes others like Canadian Automobile Association will lead the charge on distracted driving.

"Our drunken driving fatalities are way, way down and it is one of the most successful programs ever

run in Canada — we have 50 per cent less than the national average,” he said.

IBC's Doug DeRabbie told reporters the Insurance Bureau since 2009 has been asking for stiff penalties for distracted driving.

“We have looked at impaired driving versus distracted driving and actually there have been more fatalities recently with respect to distracted drivers as opposed to impaired driving,” DeRabbie said.

He noted that so far this year there have been some 50 fatalities in Ontario compared to 30 caused by impaired driving.

Liberal MPP Bas Balkissoon (Scarborough-Rouge River) currently has a private member's bill before the legislature calling for demerits points in addition to increased fines for motorists nabbed for talking or texting on their phones.

“Just about everybody is supportive . . . I would say there is a real groundswell of support for this particular legislation. And it is absolutely needed,” Balkissoon told Queen's Park news conference.

Elliott Silverstein, of the Canadian Automobile Association (CAA) South Central Region, said later more than 80 per cent of CAA members want to see stronger penalties, including demerit point for distracted driving infractions.

“The result is that people are 23 times more likely to have an accident when they are texting and driving . . . so we need to make some changes to make Ontario's road even safer,” he told reporters.

Ottawa resident Rick Levesque, who initiated a provincewide petition calling for changes to the Highway Traffic Act to incorporate demerit points, told the news conference that provinces, where such a change has been made, have seen a reduction in distracted driving.

“Somebody needs to do something,” Levesque said.

Tory MPP Jeff Yurek (Elgin-Middlesex-London) said the average time to answer a phone call is 10.6 seconds and if a motorist is driving at 100 km/h that means he or she have covered 294 metres in that time, or three football fields.

“It is therefore no surprise that distracted driving has become the biggest road safety concern in Canada,” Yurek said.

7(a)



Version Française

Simulator

Education

Education Topics

Statistics

Distractions

Distracted Driving Laws in Canada

Crash Odds

Urban & Rural Hazards

Tips to Avoid Distracted Driving

Distracted driving is a national issue. As a result, all 10 provinces in Canada have some form of cell phone/distracted driving legislation in place. Below is a synopsis of Hand-Held Cell Phone Legislation in Canada.

Distracted Driving Laws in Canada

Hand-Held Cell Phone Legislation in Canada

Province	Fine	Demerits	Into Effect
British Columbia	\$167	3	February 2010*
Alberta	\$172	None	September 2011
Saskatchewan	\$280	4	January 2010
Manitoba	\$200	None	July 2010
Ontario	\$155	None	October 2009*
Quebec	\$115 – \$154	3	April 2008
Newfoundland and Labrador	\$100 – \$400 currently (\$45 – \$180 originally)	4	April 2003
Prince Edward Island	\$250-\$400	3	January 2010
Nova Scotia	\$164 first offence \$222 second offence \$337 subsequent offences	None	April 2008
New Brunswick	\$172.50	3	June 2011
Yukon	\$250	3	April 2011
Northwest Territories	\$100	3	January 2012
Nunavut			Nothing at this time

*In addition to banning hand-held communication devices, British Columbia and Ontario also ban the use of hand-held electronic entertainment devices while driving.

British Columbia and Saskatchewan prohibit GDL drivers from using both hand-held and hands-free devices.

No Canadian jurisdiction bans ALL drivers from using hands-free cell phones while driving.

For more information on other Distracted Driving Sites in Canada, please visit the site in your locale:

British Columbia — [Office of the Superintendent of Motor Vehicles](#)

Alberta — [Alberta Transportation Distracted Driving](#)

Saskatchewan — [SGI Driver Distraction and Inattention](#)

Manitoba — [Manitoba's new cell phone law](#)

Ontario — [Ontario Ministry of Transportation Distracted Driving](#)

Quebec — [An Act to Amend the Highway Safety Code](#)

Nova Scotia — [Hands on the Wheel — Eyes on the Road](#)

Prince Edward Island — [New Cell Phone Law](#)

Newfoundland and Labrador — [Road Users Guide](#) (Page 14 of the road guide)

New Brunswick — [New Brunswick Public Safety: Driver distraction](#)

Yukon — [Motor Vehicles Act - NEW Cell Phone Use Legislative Change](#)

Northwest Territories — [Drive Alive: Cell Phones and Texting](#)

Nunavut — No provincial law

Find your local CAA club Visit [CAA.ca](#) to find the CAA club in your area.

10(a)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-225

AGREEMENT: (E2.3) A by-law to authorize an agreement between the City and Tulloch Engineering Inc. for design and contract administration of repairs to City bridges damaged in the September 10, 2013 flooding event.

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 an agreement dated October 21, 2013 between the City and Tulloch Engineering Inc. attached as Schedule "A" hereto. This agreement is for design and contract administration of repairs to City bridges damaged in the September 10, 2013 flooding event.

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 2nd day of December, 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

Schedule "A"

AGREEMENT

FOR

PROFESSIONAL CONSULTING SERVICES

MEMORANDUM OF AGREEMENT

Dated the 21st day of October A. D. 2013

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

TULLOCH ENGINEERING INC.

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends

to inspect and complete the necessary repairs of damage caused by a significant storm event on September 19, 2013 to all bridges under its jurisdiction

hereinafter called the 'Project' and has requested the Consultant to furnish professional services in connection therewith;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS

1.01 Retainer

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

1.02 Services

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

1.03 Compensation

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

1.04 Staff and Methods

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

1.05 Drawings and Documents

Subject to Section 3.2.2 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the client indemnifies the Consultant for unauthorized use of the documents and deliverables.

1.06 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be considered as Intellectual Property and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

1.07 Records and Audit

- (a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.
- (b) The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.08 Changes and Alterations and Additional Services

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.2. In the event that the client delays the project then the consultant shall have the right to renegotiate the agreement.

1.09 Suspension or Termination

Either party may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2. for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.2.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

1.10 Indemnification

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client within this project.

1.11 Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant and its employees for the Client's damages.

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$5,000,000 per occurrence and in the aggregate for general liability and \$2,000,000 for automobile insurance. When requested the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$1,000,000 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

1.12 Contracting for Construction

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.13 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.14 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.23.1 (b).

1.17 Sub-Consultants

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

1.18 Inspection

The client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the client.

1.21 Dispute Resolution

- (a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.

- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the parties.
- (d) The provisions of The Arbitration's Act, R.S.O., 1991, Chapter 17, as amended shall apply.

1.22 Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require. .

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

Schedule A of this Agreement includes the following:

- (a) An estimate of the total fees to be paid for the Services.
- (b) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior written approval, from the Client for any of the following changes:

- (a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- (b) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (b).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

ARTICLE 2 - SERVICES

2.1 Consultant's Services for Preliminary Design of Bridge Works. The Consultant shall provide the Services for preliminary design for the Project and such work shall include the following, unless already covered during a feasibility study:

1. Visual inspection of all City-owned bridges, provision of a summary of damages from the September 9/10, 2013 flood event and recommendations of corrective action.
2. Preparation and recommendation of alternative concepts and designs for repairs considering geometrics, property, cost and environmental features.
3. Development and recommendation of horizontal and vertical alignments for the Project on a plan scale acceptable to the Client, where applicable.
4. Proposed typical sections for the roadway, including number of lanes and other cross section elements.
5. Existing soils data shall be assembled and evaluated. If necessary, a preliminary soils investigation program shall be carried out to obtain sufficient data to permit appropriate decisions to be made during the preliminary design stage.

6. Correspondence with governmental ministries, agencies and other public authorities for design information.
7. General hydrologic and hydraulic requirements including an assessment of river morphology, as required.
8. Preliminary property and right-of-way requirements.
9. Major utility installations and adjustments.
10. Survey work necessary for the provisions of services herein and,
 - a. For the assessment and verification of feasibility of engineering alternatives considered for the Project.
 - b. To provide sufficient survey reference points clear of the expected construction area to allow future re-establishment of the alignment proposed for the Project.
 - c. To establish elevation control bench marks clear of the expected construction area sufficient to allow referencing of further detailed elevation information, and the development and control of elevations of the Works to be constructed under the Project.
11. Preparation of structural site plans with necessary geometric design data for structural design purposes.
12. Preliminary construction cost estimates.

2.2 Client's Services for Preliminary Design

The Client shall provide the Consultant with:

1. Access to and the use of existing plans, profiles, utility information, legal documents and correspondence relevant tthe Work.
2. Traffic information, if required.
3. General direction of the Consultant in the provision of services and approvals from time to time as necessary during the currency of this agreement.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses (1) to (3) hereof, inclusive, as being accurate, in the performance of the Consultant's Services under this Agreement.

2.3 Consultant's Services for Detailed Design of Bridge Works

The Services to be provided by the Consultant in the execution of the design of the Project shall include:

1. Expertise required for the design of all structures and facilities to serve the best interests of the public, with due regard for environmental concerns, capital cost and operating efficiency in accordance with current state of the art and acceptable standards established by the Client and regulatory authorities.
2. Preliminary site investigations to inspect the topographical features and to obtain information which will facilitate the choice of the most suitable structure or structures.
3. Preparation of preliminary sketch plans and quantity estimates of alternative designs which shall be submitted to the Client for consideration and approval before proceeding with the actual detailed design of the Project.
4. Field survey work required after the design criteria and functional alignment have been established, which shall include all survey work necessary for the estimating of quantities, the detailed setting of alignment and grade to fit controlling natural and artificial topographic and underground features, the design of culverts, ditches, and drains and the positioning of all appurtenances associated with the construction of the Project.
5. Drainage studies and the preparation of detailed design drawings and specifications for all necessary drainage works.

6. A preliminary sketch plan showing the principal features and geometrics of any proposed structure or structures, which shall be submitted to the Client for his approval or review before final detailed drawings are begun.
7. Investigation and confirmation of the present location of all above ground utilities and preparation of drawings required for utility relocation as required. Underground utilities are to be indicated on the plans and profiles in accordance with information submitted by the respective utility.
8. The preparation and submission of preliminary drawings, investigations, and recommendations to the Client, on such alternatives or modifications to the Project that the Consultant in his professional judgement, deems advantageous to the Client.
9. The preparation of appropriate plans showing any lands or interests in land required for the Project.
10. Advising the Client of the need to seek permission to enter private lands for investigation purposes.
11. Participation in a reasonable number of meetings for informative, negotiative or presentative purposes with the Client in connection with the Services provided under this Agreement.
12. The preparation of contract documents for the Project including the detailed construction drawings, tender quantity forms, material lists, specifications and information to bidders.
13. The preparation of detailed quantity and cost estimates, sundry engineering and materials.
14. The provision of complete sets of tendering documents and one complete set of reproducible drawings for the Project.
15. The preparation of reinforcing steel bar lists for structures.
16. Incorporation into the contract document package of design drawings and specifications of work designed by others, when required.
17. The submission of plans, specifications, schedules, and applications for approval to the client and to appropriate authorities, as required. Attend meetings at the offices of these public authorities to discuss designs and to provide explanations for the purpose of furthering the applications towards approval.
18. The preparation of special applications or reports to assist the client in obtaining subsidy payments, grants and special financing from senior levels of government.
19. Advice, consultation and assistance to the Client in the advertising, receiving and evaluation of bids, and awarding of a contract for construction.

2.4 Client's Services for Detailed Design

The Client shall provide the Consultant with the following services, notwithstanding that, should the Client be unable to provide any of the services hereunder, services under (1) may be assigned to the Consultant under a 'Preliminary Design Services Agreement', and other services herein under Section 1.08.

1. Access to and, where necessary, copies of existing plans, profiles or other topographic information showing or pertaining to existing conditions within the Project area.
2. Registered land plans, legal documents and surveys, where necessary, defining the property limits of existing rights-of-way and other parcels of land affected by the Project, and as required in the acquisition of property and lands for the Project.
3. General direction of the Consultant in the provision of the services
4. Soils, foundation and hydrological reports for bridges, where available, for the proper design of the Project.
5. Any information regarding utilities necessary for the preparation of the plans referred to in Section 2.1 in the possession of the Client.

6. Arrange and make provision for the Consultant's entry and ready access to property (public and private) as well as to the site of the Project, as necessary to enable him to perform his services.
7. Designate in writing an individual to act as his Representative who will transmit instructions to and receive information from the Consultant.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses 1 through 7 hereof, inclusive, as being accurate in the performance of the consultant's services under this agreement.

2.5 Consultant's Services for Construction Administration on Bridge Works

The Consultant, on behalf of the Client, provides a review of the Project during construction. The Contractor is responsible for discharging his obligations under the terms and conditions of the construction contract. The performance of the contract is not the Consultant's responsibility nor are his review services rendered for the Contractor's benefit. The Contractor is responsible for the quality of the work. It is understood that only work which has actually been seen during examination of representative samples can be said to have been appraised, and comments on the balance of the work are assumptions based upon extrapolation.

The extent of the Consultant's duties for general review are as follows:

(a) Administrative Services

1. Consultation in the tendering of a contract for the Project, the comparative analysis of bids and recommendations thereon, and the preparation of contract documents for execution.
2. The review, modification and approval of the Contractor's construction schedule, the processing of progress and final payment certificates for the work, and the preparation and submission of work progress reports to the Client at such time and in such form and detail as the client may require.
3. The review and checking of formwork drawings and proposed construction methods as warranted, to ensure that the Contractor's drawings and methods comply with the design requirements for the Project.
4. Consideration and recommendation in respect to alternatives of construction methods or material proposed by the contractor, and preparation of change orders.
5. Review shop drawings submitted to the degree necessary to ensure they conform with the design requirements and contract documents.
6. Recommend on the validity of charges for additions or deletions and recommend on the issue of change orders.

(b) Field Administration

7. Direction of the Consultant's field staff, and review of the Contractor's work to ensure compliance with the plans and specifications.
8. Surveying and field stakeout for the layout control, and calculation of pay quantities for the Work.
9. Calculation and recording of quantities, and the preparation of progress and final payment certificates prescribed by the Client, together with the compilation of such survey notes, diaries, records and reports substantiating such certificates during construction and on completion of the work.
10. Arranging, preparing and shipping for testing materials supplied by the Contractor for incorporation in the work, and the review of test results and judgement of acceptability of said materials.
11. On-site tests during the construction of the work to verify acceptability according to the specifications.
12. The assignment of the necessary field staff to perform such field operations necessary in the provision of the foregoing construction administration services.
13. Investigating, reporting and recommending on unusual circumstances which may arise during construction.
14. Carrying out final inspection at the conclusion of the construction contract, at the end of the maintenance period and as part of the acceptance program of the Client.

15. The preparation and submission to the Client of one complete set of reproducible, revised contract drawings and an electronic set showing the 'as constructed' Project, to the extent requested by the Client and to the extent possible from information provided by the Contractor or otherwise patently visible. Consultant is not responsible for the accuracy or completeness of field change information supplied (or to have been supplied) by persons not in the Consultant's employ.

2.6 Client's Services for Construction Administration

The Client shall provide the Consultant with the following Services notwithstanding that, should the Client be unable to provide any of the Services hereunder, they may be assigned to the Consultant under Section 1.08.

1. Supplementary factors governing the Contractor's operations, such as by-laws, property considerations, maintenance of public services and traffic.
2. General direction of the Consultant in the provision of the services.
3. Arrange and make provision for the Consultant's entry and ready access to property (public and private) as well as to the site of the Work, as necessary to enable him to perform his Services.
4. Designate in writing an individual to act as his Representative, who will transmit instructions to, and receive information from, the Consultant.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses 1 through 4 hereof, inclusive, as being accurate, in the performance of the Consultant's Services under this Agreement.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

(a) Cost of the Work:

- (i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- (ii) Wherever the client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- (iii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- (iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- (v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

(b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment**3.2.1 Fees Calculated on a Time Basis**

The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as shown on Schedule A.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the consultant may from time to time seek approval from the client to adjust hourly rates and such approval shall not be unreasonably withheld.

3.2.2.1 Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

3.2.2 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.

3.3 Payment**3.3.1 Fees Calculated on a Time Basis**

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 12 percent (1.0 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

SIGNED, SEALED AND DELIVERED

in the presence of:

) _____
) _____
) _____
) _____
) _____
) _____

CONSULTANT - TULLOCH ENGINEERING INC.

The signatory shall have the authority to bind the corporation or company for purposes of this agreement

(Signature)

Larry Jackson
(Name)

General Manager
(Title)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

The signatory shall have the authority to bind the municipality or its agency for purposes of this agreement

MAYOR Ms. Debbie Amaroso

CLERK Mr. Malcolm White

SCHEDULE A**1. Fee Estimate**

The estimated total fees for the assignment, including all expenses and disbursements are shown in the following table. The Total Fee for the assignment will not be exceeded without the approval of the client.

Description	Design	Services during Construction	Total Fee Estimate
Visual Inspections of All Bridges			\$15,000.00
Fourth Line Bridge	\$40,000.00	\$15,000.00	\$55,000.00
Old Goulais Bay Road Bridge	\$25,000.00	\$20,000.00	\$45,000.00
Allen's Side Road Bridge	\$30,000.00	\$20,000.00	\$50,000.00
Miscellaneous Minor Bridge Repairs	\$10,000.00	\$10,000.00	\$20,000.00
Total Estimated Fee			\$185,000.00

Fees do not include H.S.T.

2. Billing Rates

Billing rates for personnel assigned to the project, based on their job description/classification are provided in the following table:

Job Description/Classification	Billing Rate
General Manager / Principal	\$150.00/hour
Project Manager / Senior Engineer	\$120 - \$130/hour
Intermediate Engineer	\$100 - \$120/hour
Junior Engineer	\$70 - \$90/hour
Senior Technician / Designer	\$80 - \$100/hour
Intermediate Technician / Designer	\$70 - \$80/hour
Junior Technician / Designer	\$60 - \$70/hour
CAD Operator	\$60 - \$80/hour
Administrative	\$50 - \$65/hour

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-226

AGREEMENT: (E2.3) A by-law to authorize an agreement between the City and Tulloch Engineering Inc. for engineering services for the completion of two environmental assessments for flooding mitigation in the areas of McNabb Street east of Pim Street and MacDonald Avenue near Brien 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 an agreement dated November 18, 2013 between the City and Tulloch Engineering Inc. attached as Schedule "A" hereto. This agreement is for engineering services for the completion of two environmental assessments for flooding mitigation in the areas of McNabb Street east of Pim Street and MacDonald Avenue near Brien 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 2nd day of December, 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

~~Schedule "A"~~

**M.E.A./C.E.O.
CLIENT/CONSULTANT AGREEMENT
FOR
MUNICIPAL WORKS
2006**

AGREEMENT CONTENTS

	<u>Page</u>
Contents of MEA/CEO Consultants Agreement	
Form of Agreement	1 - 10

- 1 -

**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

MEMORANDUM OF AGREEMENT dated the 18th day of November A. D. 2013

-BETWEEN-

The Corporation of the City of Sault Ste Marie

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

Tulloch Engineering Inc.

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to complete Municipal Class Environmental Assessments to determine the preferred method of reducing the frequency of flooding in two areas of the city (McNabb St in the Pim/Willow Ave area and MacDonald Ave east of Pim St)

hereinafter called the 'Project' and has requested the Consultant to furnish professional services in connection therewith;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS**1.01 Retainer**

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

1.02 Services

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

1.03 Compensation

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.1.

1.04 Staff and Methods

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

1.05 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the client indemnifies the Consultant for unauthorized use of the documents and deliverables.

1.06 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be considered as Intellectual Property and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

1.07 Records and Audit

- (a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.
- (b) The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.08 Changes and Alterations and Additional Services

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4. In the event that the client delays the project then the consultant shall have the right to renegotiate the agreement.

1.09 Suspension or Termination

Either party may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2. for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

1.10 Indemnification

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client within this project.

1.11 Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant and its employees for the Client's damages.

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$2,000,000 per occurrence and in the aggregate for general liability and \$2,000,000 for automobile insurance. When requested, the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$2,000,000 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

- 4 -

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

1.12 Contracting for Construction

Neither the Consultant nor any person, firm or corporation associated or affiliated with, or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.13 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.14 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Consultant will be in accordance with Section 1.23.1 (c).

1.17 Sub-Consultants

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

1.18 Inspection

The client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the client.

1.21**Dispute Resolution**

- (a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the parties.
- (d) The provisions of The Arbitration's Act, R.S.O., 1991, Chapter 17, as amended shall apply.

1.22**Time**

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require. .

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

1.23**Estimates, Schedules and Staff List****1.23.1****Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Client, and where payment is calculated on a time basis, the Consultant shall provide, for approval by the Client:

- (a) An estimate of the total fees to be paid for the Services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client.

1.23.2**Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List**

The Consultant will require prior written approval, from the Client for any of the following changes:

- (a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- (b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- (c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3**Monthly Reporting of Progress**

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 Additional Conditions**Schedule**

It is understood that the consultant shall work diligently until completion of the work, and shall not be held accountable or liable for delays to the project beyond reasonable circumstances, or due to the exchange of information from the client. When requested by the Consultant, the Client shall provide all information requested to the Consultant which is required to complete the scope of work. Exchange of information and documentation shall be made within an acceptable time frame

ARTICLE 2 - SERVICES**2.01 Services to be provided by Consultant**

The consultant agrees to provide the following services:

- (a) Complete a Municipal Class Environmental Assessment (initially assumed to be Schedule B) to determine the preferred method of reducing the frequency of storm water flooding in the McNabb St / Pim St / Willow Ave area
- (b) Complete a Municipal Class Environmental Assessment (initially assumed to be Schedule B) to determine the preferred method of reducing the frequency of storm water flooding in the MacDonald Ave area, east of Pim St.

The following tasks shall be included for both EA processes:

1. Conduct a project start up meeting with city to review/confirm scope of work.
2. Combine/coordinate steps in both EA's where feasible (inventory of social, economic environment; environmental impacts; mitigating measures; public open house).
3. Collect background documentation from city and agencies including drawings, reports, CCTV reports, property data and any studies pertaining to the project. Prepare list of any additional data needed.
4. Preparation of drainage area drawings for both drainage areas being reviewed.
5. Preparation of any other drawings necessary to complete the projects.
6. Computer flow modeling for both storm sewer systems as needed to define the problem and recommend solutions.
7. Preliminary design work for alternative solutions including sewer replacement or storm water retention areas, to the degree needed for preferred solution determination.
8. Meet with the client as required, to review alternate solutions and obtaining input.
9. Preparation of alternative solutions and recommendation of preferred solutions for both EAs.
10. Provide preliminary cost estimates for all alternatives identified.
11. Confirm the Class EA schedule for the preferred solution for both EAs.
12. Preparation for and participation in public open house(s).
13. Preparation of Project File Reports in accordance with the Municipal Class EA process (assumed schedule B's).

2.02 Services to be provided by Client

The client agrees to provide the following services:

- 1) Review and confirmation of appropriate Class EA schedule
- 2) Copies of previous studies and reports relevant to the study areas
- 3) Copies of existing plans, utility information, property and easement data appropriate to the areas being studied
- 4) Flooding complaint and historical flooding records as available
- 5) Any geotechnical data available to assist in preliminary design work
- 6) Survey and CCTV camera work with city forces as required
- 7) Assistance in advertising and conducting any public open houses
- 8) General direction of the consultant in the provision of these services and approvals within reasonable time as necessary during the currency of this agreement

The consultant shall be entitled to rely upon the information, direction and approvals provided by the client pursuant to clauses (1) to (8) hereof, inclusive, as being accurate, in the performance of the consultant's services under this Agreement.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

(a) **Cost of the Work:**

- (i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- (ii) Wherever the client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- (iii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- (iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- (v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

(b) **Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Time Basis

The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

Classification:	Billing Rate/ hr:
General Manager / Principal	\$150
Project Manager / Senior Engineer	\$120-\$130
Intermediate Engineer	\$100-\$120
Junior Engineer (EIT)	\$70-\$90
Senior Technician / Designer	\$80-\$100
Intermediate Technician / Designer	\$70-\$80
Junior Technician / Designer	\$60-\$70
CAD Operator	\$60-\$80
Administrative	\$50-\$65

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the consultant may from time to time seek approval from the client to adjust hourly rates and such approval shall not be unreasonably withheld.

3.2.1.2 Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

3.2.2 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

(a) Monthly Payment

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

(b) Non-Payment

The Consultant reserves the right, without penalty, to discontinue services in the event of non-payment.

(c) Abandonment

If the project is abandoned or delayed for any reason whatsoever, beyond the Consultants reasonable control, the Client shall pay a fee for services rendered to that date, plus reasonable termination expenses.

3.3.2 Preliminary Fee Estimate

3.3.2.1 FEE LIMIT

The Consultant shall submit an invoice(s) to the Client in accordance with 3.2.1 for all Services completed up to and including \$90,000 excluding HST. No additional payment for services as set forth in Article 2 shall be made in excess of this unless authorized in writing by the client.

3.3.2.2 EXTRA WORK

The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services not described and outside of the work described in Article 2 in accordance with 3.3.1. The Consultant shall not proceed with work not described within Article 2 without the prior express written consent of the Client.

SIGNED, SEALED AND DELIVERED

in the presence of:

) _____
) _____
) _____
) _____
) _____
) _____
) _____

TULLOCH ENGINEERING INC.

The signatory shall have the authority to bind the corporation or company for purposes of this agreement


(Signature)

Larry Jackson
(Name)

General Manager
(Title)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

The signatory shall have the authority to bind the municipality or its agency for purposes of this agreement

MAYOR **Mayor - Debbie Amaroso**

CLERK **City Clerk - Malcolm White**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-227

AGREEMENT: (F2.4) A by-law to authorize an agreement between the City and The Batchewana First Nation of Ojibways of the Rankin Indian Reserve 15D for the provision of Fire Protection Services for the period commencing January 1, 2014 to December 31, 2018.

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 an Agreement dated January 1, 2014 between the City and The Batchewana First Nation of Ojibways of the Rankin Indian Reserve 15D for the provision of Fire Protection Services for the period commencing January 1, 2014 to December 31, 2018, attached as Schedule "A" hereto.

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 2nd day of December, 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

10(c)

SCHEDULE "A"
THIS AGREEMENT made this 1st day of January, 2014

BETWEEN:

**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE**

hereinafter called the "City"

OF THE FIRST PART

- AND -

**THE BATCHEWANA FIRST NATION OF OJIBWAYS
OF THE RANKIN INDIAN RESERVE 15D**

hereinafter called the "First Nation"

OF THE SECOND PART

WHEREAS the Council for the First Nation of Ojibways desires to provide fire protection to the First Nation; and

WHEREAS the Council for the First Nation has requested that the City of Sault Ste. Marie Fire Services operates a Fire Service; and

WHEREAS the First Nation has requested that the City answer alarms from the First Nation;

NOW THEREFORE this agreement witnesseth that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out the parties hereto agree as follows:

FIRE PROTECTION

1. (a) The City agrees that it shall answer alarms including, fire, medical assist and carbon monoxide calls from the First Nation.

(b) The City shall answer alarms for brush and/or bush fires only when nearby structures are endangered and providing reasonable physical access can be gained to such fires by the City's vehicles.

(c) Subject to Claus 1 (a), the Fire Services agrees to respond to alarms for fires on CP Rail property if the fire endangers the First Nation lands.
2. The City agrees to respond to fire alarms from the First Nation in a manner appropriate to the circumstances, subject to availability of City resources.

COSTS

3. (a) The First Nation covenants and agrees to pay to the City for alarms answered on First Nation property on the following basis:

(i) **For the Period of January 1, 2014 to December 31, 2014**

An amount equal to the on-reserve population of the First Nation multiplied by the per capita costs of the City for 2013 multiplied by 95%.

10(c)

3. (a) (ii) For the Period of January 1, 2015 to December 31, 2015

An amount equal to the on-reserve population of the First Nation multiplied by the per capita costs of the City for 2014 multiplied by 95%.

(iii) For the Period of January 1, 2016 to December 31, 2016

An amount equal to the on-reserve population of the First Nation multiplied by the per capita costs of the City for 2015 multiplied by 95%.

(iv) For the Period of January 1, 2017 to December 31, 2017

An amount equal to the on-reserve population of the First Nation multiplied by the per capita costs of the City for 2016 multiplied by 95%.

(v) For the Period of January 1, 2018 to December 31, 2018

An amount equal to the on-reserve population of the First Nation multiplied by the per capita costs of the City for 2017 multiplied by 95%.

(b) For the purposes of this Agreement, the per capita costs of operating the City shall be calculated by taking the approved City's Operating Budget for Fire Services the year immediately preceding the year for which the calculation is being made divided by the population of the City.

(c) For the purposes of this Agreement, the population calculations shall be based on the population of the City as supplied by the Regional Assessment Office for the year immediately preceding the year for which the calculation is being made and for First Nation, the on-reserve population figure as supplied by the Department of Indian and Northern Affairs Canada for the year immediately preceding the year for which the calculation is being made.

INDEMNITY

4. The First Nation will at all times indemnify and hold harmless the City against and from all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, sustained or prosecuted in any manner based upon, related to, occasioned by or attributable to any service provided to the First Nation under the provisions of this contract.

TERMINATION

5. (a) If either party wishes to terminate this Agreement, that party may do so by giving the other party at least six months written notice of its intention to terminate.
- (b) Unless terminated earlier or in accordance with Clause 5(a), this agreement shall terminate on December 31, 2018. If the First Nation wants to extend the agreement beyond the said date, the First Nation shall give to the City at least 90 days written notice of its intention to renegotiate a new agreement.
6. This agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

10(c)

IN WITNESS WHEREOF the Party of the first part has hereto affixed its corporate seal attested by the hands of its duly authorized officers and the parties of the Second part have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED

THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

Debbie Amaroso
MAYOR - Debbie Amaroso

)
)

CITY CLERK - Malcolm White

THE COUNCIL FOR THE
BATCHEWANA FIRST NATION
OJIBWAYS OF THE RANKIN
INDIAN RESERVE 15D

Chief
Not

Beal
Lyn Syl
W. J. J.

10(d)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-231

AGREEMENT: (LE-120) A by-law to authorize an agreement between the City and 1704608 Ontario Inc. as Licencee to permit an accessibility ramp to be placed on the City boulevard located to the southeast of 8 Albert Street East.

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 December 2, 2013 between the City and 1704608 Ontario Inc. as Licencee attached as Schedule "A" hereto. This agreement permits an accessibility ramp to be placed on the boulevard in front of the Licencee's property at 8 Albert Street East.

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 2nd day of December, 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

Schedule "A",

10(d)

LE-120

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this 2nd day of December, 2013.

BETWEEN:

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

(herein referred to as the "City")

- and -

1704608 ONTARIO INC.

(herein referred to as the "Licencee")

The City grants to the Licencee the right to occupy a portion of the City property located to the southeast of 8 Albert Street East, specifically, that portion of the boulevard marked and identified as "Ramp Area" on Schedule "A" attached hereto.

This Licence is subject to the conditions set out in Schedule "B" attached, which to the extent each condition is or becomes applicable, the Licencee covenants to observe for the period of one (1) year commencing on December 2, 2013 and thereafter from year to year until the Licence is terminated in accordance with Schedule "B".

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)

1704608 ONTARIO INC.

JOEL CHISHOLM

I HAVE THE AUTHORITY TO BIND
THE CORPORATION

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

WE HAVE THE AUTHORITY TO BIND
THE CORPORATION

$$10(\alpha)$$

The City grants the Licencee the right to occupy that portion of the Blucher Street boulevard to the southeast of 8 Albert Street East 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 an accessibility ramp (the "Ramp"), for a period of one (1) year commencing on December 2, 2013 and thereafter from year to year until terminated (the "Term"), on the City Property described, marked and identified as the "Ramp Area" in Schedule "A" to this Licence (the "City Property").
2. A PIN search of the property known municipally as Civic No. 8 Albert Street East (the "Licencee Property") confirms that the incorporated business named 1704608 Ontario Inc. is the registered owner of the Licencee Property.
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 1704608 Ontario Inc.
8 Albert Street East
Sault Ste. Marie, Ontario
P6A 2H6

4. At no time shall the City be responsible for constructing, maintaining, inspecting removing or otherwise dealing with the Ramp, nor shall the City be responsible for any matters relating to the use of the Ramp. The Licencee shall be responsible for all costs, expenses and liabilities relating to the construction, presence, use and removal of the Ramp 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 Ramp 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 Ramp 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 ensure that a four (4') foot buffer zone be extended back from the sidewalk onto the City Property, and that nothing shall be constructed or placed within this buffer zone.
7. The Licencee shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the construction of the Ramp 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.

8. 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.
9. 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 Ramp 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.
10. 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.
11. 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 Ramp 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 Ramp, and the City and/or emergency personnel shall in no way be responsible for restoring the Ramp to its condition prior to such access and/or removal of the Ramp by the City and/or emergency personnel.
12. 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 Ramp 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 Ramp, and the Utility Company shall in no way be responsible for restoring the Ramp to its condition prior to such access and/or removal of the Ramp by the Utility Company.
13. 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.
14. In the event that this Licence is terminated in accordance with paragraph 3, the provisions of paragraphs 4-13 inclusive of this Licence shall survive the termination of this Licence. Upon the termination of this Licence, the Licencee shall forthwith remove the Ramp from the City Property at the Licencee's sole liability and expense. In the event that the Ramp 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 Ramp as it deems necessary at the expense and risk of the Licencee.
15. 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 2013-238

AGREEMENT: (LE-106) A by-law to authorize an agreement between the City as the Landlord, PUC Services Inc. as the Tenant and Simcoe County Community Energy Co-operative Inc. as the Subtenant for a potential roof top solar photovoltaic system through the Feed-In-Tariff (FIT) 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 City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an Agreement dated December 2, 2013 between the City as the Landlord, PUC Services Inc. as the Tenant and Simcoe County Community Energy Co-operative Inc. as the subtenant for a potential roof top solar photovoltaic system through the Feed-In-Tariff (FIT) program, attached as Schedule "A" hereto.

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 2nd day of December, 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

Schedule "A"

10(e)

SUBLEASE & CONSENT TO SUBLEASE

THIS AGREEMENT made as of this 2nd day of December, 2013.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(the "Landlord")
OF THE FIRST PART

- and -

PUC SERVICES INC.
(the "Tenant")
OF THE SECOND PART

- and -

SIMCOE COUNTY COMMUNITY ENERGY CO-OPERATIVE INC.
(the "Subtenant")
OF THE THIRD PART

WHEREAS by a Lease Agreement made the 24th day of September, 2012 (the "Lease"), the Landlord leased to the Tenant, for a specified term (the "Term") as set out in the Lease, certain premises (the "Leased Premises") as defined in the Lease appended hereto as Schedule "A";

AND WHEREAS the Tenant is desirous of applying to the Ontario Power Authority (OPA) for a FIT Contract through the Subtenant under the "Community Capacity Set Aside" category, which the Tenant and Subtenant represent and warrant shall increase the potential for the Tenant to be awarded a FIT Contract;

AND WHEREAS to apply under the "Community Capacity Set Aside" category, the Tenant must sublet the Leased Premises to the Subtenant and therefore, has requested the Landlord's consent to subletting the aforesaid Lease;

AND WHEREAS Section 11 of the Lease permits the Tenant to assign or transfer the Lease with the prior written consent of the Landlord;

AND WHEREAS the Subtenant has been provided with a copy of the Lease, has reviewed same and agrees to be bound by the terms and conditions contained therein as if the Subtenant had originally executed the Lease as the Tenant;

AND WHEREAS the Landlord is prepared to consent to the assignment of the Lease to the Subtenant, subject to the terms and conditions contained in this Sublease & Consent to Sublease Agreement (the "Agreement");

NOW THEREFORE IN CONSIDERATION of the consent of the Landlord and the covenants and agreements of the Tenant and Subtenant hereinafter contained, the parties hereto covenant and agree with each other as follows:

- I. **GRANT:** The Tenant hereby subleases to the Subtenant the Leased Premises for and during the Sublease Term as defined below commencing on the date written above (the "Effective Date") and grants to the Subtenant all of the Tenant's rights and obligations as set out in the Lease.
- II. **SUBLEASE TERM:** The term of the sublease created by this Agreement shall be for the unexpired residue of the Term as defined in the Lease, less one (1) day (the "Sublease Term").

III. COOPERATIVE RELATIONSHIP: The Tenant and Subtenant represent and warrant the following shall govern their relationship:

- A. The Tenant has applied to and been accepted for membership in the Subtenant's Co-operative.
- B. On or before December 13, 2013, the Subtenant shall apply on behalf of the Tenant to the OPA for a FIT Contract under the "Community Capacity Set Aside" category for the installation of PV Equipment and Related Equipment on the Leased Premises in accordance with the Lease (the "Project").
- C. The Tenant and Subtenant have approved EthoSolar Inc., 560 Anne Street North, Barrie, ON, L4M 4S4 as the General Contractor for the installation of the PV Equipment and Related Equipment on the Leased Premises in accordance with the Lease (the "Project").
- D. The Subtenant shall be the sole owner of the PV Equipment, the Related Equipment and the OPA Contract. The Subtenant shall be the lessee of the Leased Premises and shall pay the Tenant Client Patronage dividends that represent the capital equipment the Tenant invests into the Subtenant.
- E. The Subtenant and Tenant shall each arrange financing for the capital, project management, operational and maintenance costs for the PV Equipment and Related Equipment and the installation of same. The parties covenant and agree that any assignment or transfer of the Lease or this Agreement for financing purposes to another entity shall be made in accordance with Section 11 of the Lease and Section IX of this Agreement, and further, shall be made only with the prior written consent of the Landlord.
- F. The Tenant shall enter into a Solar Project Development Agreement in the form attached as Schedule "B" to this Agreement to retain EthoSolar Inc. to perform or cause to be performed all work for the Project. The Tenant represents and warrants that it has exercised Option #2 set out in Article 3.3 of the Solar Project Development Agreement and has become a member of the Subtenant Co-operative.

IV. LANDLORD'S CONSENT: The Landlord hereby consents to the subletting of the Leased Premises by the Tenant to the Subtenant for the Sublease Term and acknowledges the assumption by the Subtenant of all of the Tenant's rights and obligations as set out in the Lease.

V. TENANT'S COVENANTS: The Tenant covenants and agrees with the Landlord that:

- A. This Agreement shall in no way release the Tenant or any person or entity claiming by, through or under the Tenant, including the Subtenant, from any of its covenants, agreements, liabilities, indemnities and duties under the Lease, including, without limitation, the obligation to pay Rent to the Landlord, as defined in the Lease, without respect to any provision to the contrary in the Agreement; and
- B. The Tenant shall remain liable to the Landlord for any default under the Lease or this Agreement, whether such default is caused by the Tenant or the Subtenant or anyone claiming by or through either the Tenant or the Subtenant and shall indemnify the Landlord and save it harmless from and against any and all costs, liabilities and expenses incurred by the Landlord in enforcing this Agreement. The foregoing shall not be deemed to restrict or diminish any right which the Landlord may have against the Tenant or Subtenant pursuant to the Lease, in law or in equity for violation of the Lease or otherwise, including, without

limitation, the right to enjoin or otherwise restrain any violation of the Lease by the Tenant or Subtenant.

- VI. SUBTENANT'S COVENANTS:** The Subtenant covenants and agrees with the Landlord that the Subtenant, as fully and completely as if the Subtenant had originally executed the Lease as the Tenant, shall, throughout the Sublease Term:
- A. Duly and punctually pay all Rent and any other amounts payable by the Tenant to the Landlord pursuant to the terms and conditions set out in the Lease without any prior demand therefore and without any deduction, abatement, set-off or compensation whatsoever;
 - B. Completely and punctually perform and observe all of the terms, covenants, conditions and agreements contained on the part of the Tenant pursuant to the terms of the Lease; and
 - C. Be bound by all terms, covenants, agreements, liabilities, indemnities and duties under the Lease, as if it were a signatory thereto.
- VII. JOINT AND SEVERAL LIABILITY:** The Tenant and Subtenant covenant and agree that they are jointly and severally liable to the Landlord to perform all of the terms, covenants, conditions, indemnities and agreements stated in the Lease to be the responsibility of the "Tenant". The Tenant and Subtenant acknowledge and agree that the Landlord may, at its sole discretion, pursue either the Tenant, the Subtenant or both the Tenant and Subtenant with respect to any matters arising out of the Lease or Sublease herein.
- VIII. INSURANCE:** The Tenant and Subtenant shall each comply with the "Insurance" requirements set out in Section 15 of the Lease.
- IX. ASSIGNMENT AND TRANSFERABILITY:** The Tenant and Subtenant acknowledge and agree as follows:
- A. that the rights and obligations contained in the Lease are exclusive to and shall not be transferred or assigned by the Tenant or Subtenant, other than as set out in the within Agreement and except by written agreement with the Landlord;
 - B. that the Tenant and Subtenant may each respectively or collectively assign this Agreement and/or its rights or duties hereunder, in whole or in part, for financing purposes to another entity with the consent of the Landlord. In such an event, the Tenant and Subtenant covenant and agree that the terms and conditions of any such financing shall under no circumstances conflict with the terms and conditions of the Lease and the within Agreement. The Tenant and Subtenant further covenant and agree that neither of them shall enter into any financing contract that contains terms and conditions which permit the encumbrance or registration of any form of security against the Leased Premises or any property of the Landlord.
- X. PROJECT DEVELOPMENT CONTRACT:** The parties hereto acknowledge that the Tenant may enter into an Engineering, Procurement and Construction Agreement ("EPC Contract") with EthoSolar Inc., 560 Anne Street North, Barrie, ON L4M 4S4 in accordance with Section 5.2 of the Solar Project Development Agreement appended as Schedule "B" to this Agreement. The Tenant and Subtenant covenant and agree that the terms and conditions of the EPC Contract or any other project development contract shall under no circumstances conflict with the terms and conditions of the Lease and the within Agreement. The Tenant and Subtenant further covenant and agree that neither of them shall enter into any contract for the development of the Project that contains terms and conditions which permit the encumbrance or registration of any form of security against the Leased Premises or any property of the Landlord. Further, the Tenant and Subtenant covenant and agree that

prior to entering into any project development contract, the Tenant and Subtenant shall require EthoSolar Inc., or any other project developer, to provide the Landlord, in writing, with full particulars of the proposed panel fastening and support system for the PV Equipment and Related Equipment, confirmation from the roof panel manufacturer that the systems are compatible and confirmation that the roof system, PV Equipment and Related Equipment to be installed are a recognized system, inclusive with supporting engineering data and previous use history (collectively the "Equipment Documentation"). The Tenant and Subtenant further acknowledge and agree that the Landlord may approve, deny and/or require amendments to the Project, in the event that the Landlord is not satisfied with the Equipment Documentation.

XI. TERMINATION OF LEASE & SUBLEASE: The Lease may only be terminated in accordance with terms therein. As well, this Agreement may only be terminated in accordance with the terms of the Lease. The parties further acknowledge and agree that this Agreement shall terminate if the Lease is terminated.

XII. NOTICES: Any notice, request or demand provided for or given under this Agreement or under the Lease shall be in writing and shall be served in the manner specified in the Lease. The addresses for service of notice by registered mail shall be:

To Landlord: The Corporation of the City of Sault Ste. Marie
Attention: Assistant City Solicitor
Legal Department, Level 4, Civic Centre
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, Ontario P6A 5X6

To Tenant: PUC Services Inc.
Attention: President & CEO
765 Queen Street East
Sault Ste. Marie, Ontario P6A 6P2
with a copy to the Subtenant

To Subtenant: Simcoe County Community Energy Co-operative
Inc.
560 Anne St. N.
Barrie, Ontario L4M 4S4

XIII. GENERAL:

- A. The parties hereto acknowledge and agree that this Agreement is subject to and subordinate to the Lease. Further, except as provided in this Agreement, the terms and conditions of the Lease are binding upon both the Tenant and the Subtenant.
- B. The parties hereto acknowledge and confirm that the Lease is in full force and effect, unmodified except in accordance with this Agreement.
- C. The parties acknowledge and agree that the recitals are true and accurate and form part of this Agreement.
- D. The Subtenant shall be entitled to register a notice of this Agreement on title to the property to which the Leased Premises are situated in accordance with the Lease and the Landlord hereby expressly consents to such a registration in favour of the Subtenant.
- E. This Agreement shall be binding upon and, to the extent expressly permitted pursuant to the provisions of the Lease, shall enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and other legal representatives.

- F. This Agreement may be executed: (i) by electronic transmission, including facsimile, scanned or email, and scanned electronic or facsimile signatures shall be treated as originals for all purposes; and (ii) in counterparts and all counterparts taken together shall constitute an executed copy of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written above.

THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

Per:

Name: Debbie Amaroso
Title: Mayor

Per:

Name: Malcolm White
Title: City Clerk

We have the authority to bind
the corporation

PUC SERVICES INC.

Per:

Name: Dominic Parrella
Title: President and CEO

Per:

Name: Kevin Bell
Title: Vice-President
Customer Service & Business
Development

We have the authority to bind
the corporation

SIMCOE COUNTY COMMUNITY
ENERGY CO-OPERATIVE INC.

Per:

Name:
Title:
I have the authority to bind the
corporation

Schedule "A"

10(e)

LEASE AGREEMENT

SAULT STE MARIE, ONTARIO

THIS LEASE AGREEMENT made this 24th day of September, 2012.

IN PURSUANCE OF THE *SHORT FORMS OF LEASES ACT*

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "Landlord")

OF THE FIRST PART

and

PUC SERVICES INC.

(the "Tenant")

OF THE SECOND PART

WHEREAS the Landlord is the registered owner of the property known as the West End Community Centre, located at 556 Goulais Avenue, Sault Ste. Marie, Ontario ("the Building");

AND WHEREAS the Tenant is desirous of installing Photovoltaic Equipment ("PV Equipment") on a portion of the roof of the Building, consisting of approximately 22,000 square feet on the south facing roof pitch of the Building, specifically as identified on Schedule "A" attached to this Lease (the "Leased Premise");

AND WHEREAS the Tenant is further desirous of installing cabling, and any other related equipment attachments ("Related Equipment") emanating from the Leased Premise and of having access to the Building and Leased Premise for the use of the Tenant, its agents, employees and contractors, to attach, adjust, operate, maintain and replace initial and additional PV Equipment and Related Equipment required for solar power electrical generation;

AND WHEREAS the Landlord is agreeable to allow the Tenant to use the Building and Leased Premise as herein described subject to the terms and conditions hereinafter contained;

NOW THEREFORE in consideration of the rents, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. DEMISE AND ACCESS RIGHTS

- (a) The Landlord hereby demises and leases to the Tenant the Leased Premise for the term set forth in paragraph 2 hereof. The Landlord hereby grants to the Tenant permission to install PV Equipment and Related Equipment on the Leased Premise. The Landlord hereby further grants to the Tenant access to the Leased Premise and the interior and exterior of the Building for the use of the Tenant, its agents, employees and contractors to adjust, operate, maintain and replace the initial and additional PV Equipment and Related Equipment during the Building's operating hours. In the event that the Tenant requires access to the Leased Premise and/or the Building after the Building's regular operating hours as a result of an emergency, the Landlord hereby grants such access to the Tenant, its agents, employees and contractors in accordance with paragraph 5 of this Lease.

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

2. TERM

The term of this Lease shall commence on the date of the approval of the Ontario Power Authority (OPA) FIT contract between the Tenant and the OPA (the "Lease Commencement Date") and consist of the following periods (collectively referred to as the "Term" in this Lease):

- (a) Construction Period. The Tenant shall complete the installation of the works required pursuant to this Lease, namely the installation of the PV Equipment and Related Equipment at the Leased Premises and any other matters related thereto commencing the Lease Commencement Date and ending as soon as the installation of the PV Equipment and Related Equipment are complete (the "Construction Period"), but under no circumstances shall the Construction Period exceed a period of time greater than six (6) months commencing from the Lease Commencement Date.
- (b) Operational Period. Upon completion of the Construction Period and for a period of twenty (20) years thereafter (the "Operational Period"), the Tenant shall operate, maintain and replace the PV Equipment and Related Equipment and complete any matters in accordance with the within Lease.
- (c) Decommissioning Period. Upon the expiration of the Operational Period of this Lease or upon the earlier termination of this Lease, the Tenant shall be permitted a period of six (6) months (the "Decommissioning Period") to complete the decommissioning of the Leased Premises, namely the removal and disposition of all PV Equipment and Related Equipment

The Tenant shall provide to the Landlord written notification that the OPA FIT contract has been approved immediately upon receiving notice of same.

3. RENT

- (a) Rent Payable for Years One (1) through Ten (10) Inclusive of the Operational Period of the Term

During each of years one (1) through ten (10) inclusive of the Operational Period of the Term, the Tenant shall pay to the Landlord, its successors and assigns, an annual rent equal to the greater of:

- i. Ten (10%) percent of the revenue received for that particular year from the generation of electricity under the FIT contract between the Tenant and the OPA for the Leased Premise; or
- ii. Eleven Thousand, Seven Hundred and Seventy Seven (\$11,777.00) Dollars.

- (b) Negotiations in Year Ten (10) of Operational Period of Term

During year ten (10) of the Operational Period of the Term, the Landlord shall send written notice to the Tenant setting forth its proposal regarding the percentage of revenues the Tenant shall pay to the Landlord from the generation

of electricity under the FIT contract between the Tenant and the OPA for the Leased Premise, for years eleven (11) through twenty (20) of the Operational Period of the Term. Upon receipt of such written notice from the Landlord, the Landlord and Tenant shall enter into negotiations, in good faith, for a period not to exceed six (6) months, to determine the percentage of revenues payable by the Tenant to the Landlord for years eleven (11) through twenty (20) of the Operational Period of the Term.

- (c) Rent Payable for Years Eleven (11) through Twenty (20) Inclusive of the Operational Period of the Term

During each of years eleven (11) through twenty (20) inclusive of the Operational Period of the Term, the Tenant shall pay to the Landlord, its successors and assigns, an annual rent equal to the greater of:

- i. Eleven Thousand, Seven Hundred and Seventy Seven (\$11,777.00) Dollars; or
- ii. The percentage of revenues received for that particular year from the generation of electricity under the FIT contract between the Tenant and the OPA for the Leased Premise as agreed to following negotiations as set out in paragraph 3(b) above.

In the event that the Landlord and Tenant do not reach an agreement with respect to the percentage of revenues payable pursuant to paragraph 3(b) above, the Tenant shall pay the Landlord during each of years eleven (11) through twenty (20) inclusive of the Operational Period of the Term an annual rent in the sum of Eleven Thousand, Seven Hundred and Seventy Seven (\$11,777.00) Dollars.

- (d) The Tenant shall pay to the Landlord the annual rent for each year of the Operational Period of the Term as set out in paragraph 3(a) above in quarterly installments on dates as determined by the Landlord and the Tenant.
- (e) The Tenant shall provide to the Landlord such information as may be reasonably required by the Landlord to verify the annual revenue.
- (f) Any property taxes directly attributable to the PV Equipment and Related Equipment shall be the responsibility of the Tenant. Any such taxes shall be subtracted from the rent payments paid by the Tenant to the Landlord.

4. Tenant's Work

- (a) The Tenant shall install, attach, repair, operate and maintain the PV Equipment and Related Equipment in a good, professional and skilled manner. All installation, reconfiguration, attachment, maintenance, repair and operations to be carried out under this Lease by the Tenant shall be done at the Tenant's expense and risk. Upon the expiration or earlier termination of this Lease, the Tenant shall forthwith repair at the Tenant's cost and expense to the reasonable satisfaction of the Landlord, all damages, structural or otherwise, save and except for reasonable wear and tear, that may be caused to the Building by reason of the installation, reconfiguration, attachment, maintenance, operation or removal of the PV Equipment and Related Equipment.
- (b) The Tenant shall assume full responsibility for all activities, costs and expenses related directly or indirectly to the PV Equipment and Related Equipment. The parties hereto acknowledge and agree that it is the intention of this Lease that the City shall be at no risk or expense to which it would not have been put had the aforesaid PV Equipment and Related Equipment not been installed or otherwise attached to the Leased Premise and Building.
- (c) The Tenant may make, at its sole risk and expense, any alterations and/or

improvements to the PV Equipment and Related Equipment during the Term and any extension thereof with the consent of the Landlord, which shall not be unreasonably withheld or delayed. Costs associated with the removal and reinstallation of the PV Equipment and Related Equipment that are payable due to any fault by the Tenant or its suppliers shall be the responsibility of the Tenant.

- (d) The Tenant shall secure the necessary financing, labour, services, equipment, permits and approvals prior to commencing any work relating to this Lease. The Tenant shall ensure that the PV Equipment and Related Equipment comply with the requirements of the Ontario Electrical Safety Code, Ontario Building Code, Ontario Energy Board, Occupational Health and Safety Act, and any other pertinent codes and legislation.
- (e) Prior to commencing any work under this Lease, the Tenant shall certify, through a third party consulting Engineer, that the PV Equipment and Related Equipment and its installation shall not cause damage to, or limit the warranties for, the rooftop structure as provided at time of construction of the Building, and upon expiration or early termination of this Lease.
- (f) The Tenant shall provide a copy of the Operation & Maintenance Manual and as-built stamped drawings to the Landlord.

5. ACCESS

- (a) The Landlord grants to the Tenant, its agents, employees and contractors all rights of direct access to the Leased Premise and such other rights as are necessary to enable the Tenant, its agents, employees and contractors to install, reconfigure, attach, operate, maintain and replace the PV Equipment and Related Equipment during the Building's regular operating hours.
- (b) In the event that the Tenant requires access to the Leased Premise and/or the Building after the Building's regular operating hours as a result of an emergency, the Tenant shall contact the scheduled Community Services Department On-Call Supervisor or his or her designate to facilitate such access. At the commencement of the Term of this Lease and on or before January 2nd of every year of the Term of this Lease thereafter, the Landlord shall provide the Tenant with the contact information necessary to facilitate such after hours' access.

When accessing the Building, the Tenant acknowledges and agrees that it shall not unduly interfere with or interrupt the normal business operations of the Landlord.

6. ELECTRICITY

The Tenant shall be responsible for all electrical connection costs and electrical consumption used on the Leased Premise that are associated with the PV Equipment, Related Equipment, or any other matters related to this Lease.

7. FAILURE TO PAY RENT

If the Tenant defaults at any time in any rental payment required under this Lease during the Term or any extension thereof, or fails or neglects at any time to fully perform, observe and keep all the covenants, terms and conditions herein contained, the Landlord shall give the Tenant written notice of such default and the Tenant shall correct such default within fifteen (15) days after receipt thereof and if the default remains outstanding on the sixteenth (16th) day the Landlord may terminate this Lease forthwith, except in the event that such default reasonably requires more than fifteen (15) days to correct in which case the Tenant shall have a reasonable time to cure such default.

10(e)

8. OVERHOLDING

If the Tenant overholds the Leased Premise beyond the Term of this Lease or any extension provided herein the Tenant may continue such holding over as a tenancy from month to month, upon the same terms and conditions as contained in the Lease.

9. TERMINATION

(a) In the event of default the Landlord may, at its option, terminate this Lease. The following events constitute default:

- i. if the Tenant makes a material misrepresentation to the Landlord in connection with this Lease;
- ii. if the Tenant becomes bankrupt (voluntarily or involuntarily) or becomes subject to any proceeding seeking liquidation, rearrangement relief or relief of creditors;
- iii. if a receiver is appointed over any of the Tenant's property or undertakings; or
- iv. a material breach of this Lease.

(b) Prior to the expiration of the Term of this Lease, the Tenant may negotiate either of the following with the Landlord:

- i. The transfer of ownership of the PV Equipment and Related Equipment to the Landlord at no cost to the Landlord;
- ii. A new lease with the Landlord wherein the Tenant retains ownership of the PV Equipment and Related Equipment; or
- iii. The removal of the PV Equipment and Related Equipment at the Tenant's sole cost and expense.

(c) Upon expiration of the Term of this Lease or upon earlier termination of this Lease, and provided that the Landlord and Tenant fail to negotiate either the transfer of ownership of the PV Equipment and Related Equipment or a new lease as set out in paragraphs 9(b)(i) or 9(b)(ii) above, the Tenant shall promptly remove and dispose of all PV Equipment and Related Equipment in accordance with the Decommissioning Period as set out in paragraph 2(c) of this Lease. In the event that the Tenant fails to promptly remove all PV Equipment and Related Equipment from the Building as set out herein, the Tenant acknowledges and agrees that the Landlord may remove same and all charges for such removal shall be payable by the Tenant immediately upon demand by the Landlord.

(d) If the Landlord terminates the Lease prior to the expiration of the Term for any reason other than default on the part of the Tenant, the Landlord will reimburse the Tenant for the cost of removal and 100 % of the residual installed value, subject to verification by Landlord, of the PV Equipment and Related Equipment determined by straight line depreciation over twenty (20) years.

(e) The Tenant shall be responsible for the removal and disposal of all PV Equipment and Related Equipment at the expiration of the Term and the Tenant shall be required to make good any damage caused by such removal at its sole risk and expense, certified via a third party consulting Engineer, with the exception of reasonable wear and tear.

- (f) The termination of this Lease by expiry or otherwise shall not affect the liability of either party to the other with respect to any obligation under this Lease which has accrued up to the date of such termination but not been properly satisfied or discharged.

Paragraphs 3, 4, 6, 9, 10, 11, 13, 16 and 17 of this Lease survive the termination of this Lease.

10. INTERFERENCE, WASTE OR NUISANCE

- (a) The Landlord shall not during the Term of this Lease, or any extension thereof, use or permit others to use the Building for the installation of PV Equipment which may interfere in any manner with the operation of the Tenant's PV Equipment and Related Equipment. The Landlord shall not install or construct any attachments to the Building or anything on the property including the planting of any vegetation that will interfere with the incidence of the sun on PV Equipment and Related Equipment. The Tenant shall not remove any plants or vegetation that will interfere with the incidence of the sun on the PV Equipment or Related Equipment without written notification from the Landlord. Furthermore, if any portion of the property or any adjacent property owned by the Landlord is sold, the parties hereto agree that conditions will apply such that any buyer shall not be able to construct anything or plant any vegetation that will interfere with the incidence of the sun on the PV Equipment or Related Equipment during the Term of this Lease.
- (b) The Tenant shall not do or cause to be done, any action which would damage, waste, disfigure, or injure the Building or any part thereof, or otherwise cause a nuisance. Any such action to the Building by the Tenant or any of the Tenant's agents, employees or contractors in relation to or in connection with the Tenant's use of the Building or any other matters under this Lease shall be the financial responsibility of the Tenant to repair. The Tenant agrees that the Landlord will immediately undertake all work that the Landlord, in its sole view, deems necessary to repair the Building. Any costs incurred by the Landlord to repair the Building for such waste and nuisance as set out in this paragraph shall be payable by the Tenant immediately upon demand by the Landlord.

11. ASSIGNMENT AND TRANSFERABILITY

Except as otherwise provided in this Section 11, the rights and obligations created by this Lease are exclusive to and shall not be transferred or assigned by the Tenant, except by written agreement by the Landlord.

- (a) The Tenant may assign this Agreement and/or its rights or duties hereunder, in whole or in part, for financing purposes to another entity, with the consent of the Landlord. The parties agree that the assignee of the Tenant, if such an assignment should be made, shall be able to enforce the provisions of this Lease pursuant to such assignment.
- (b) The Tenant shall not assign or transfer this Lease and/or its rights or duties hereunder (by operation of law or otherwise) without the prior written consent of the Landlord.

12. REGISTRATION OF NOTICE

The Landlord authorizes the Tenant to register notice relating to this Lease at the sole expense of the Tenant in the appropriate Land Titles Office and covenants that it will not take proceedings to remove the said notice during the Term.

13. PROPRIETARY RIGHTS

The Tenant hereby agrees that this Lease in no way confers any rights, benefits or title in any way to the Tenant of the Building, and that Building and any part thereof is the property, title and right of the Landlord.

14. GOVERNING LAW

This Lease and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The parties hereto attorn to the jurisdiction of the Courts of Ontario. This Lease shall be treated in all respects as an Ontario contract.

15. INSURANCE

For the entire duration of the Term, the Tenant shall maintain at its sole expense, general liability insurance to the inclusive limit of not less than Two Million (\$2,000,000.00) Dollars per occurrence, insuring all claims for damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, however and whatsoever incurred, suffered or sustained in relation to in in connection with the Tenant's use of the Building, Leased Premise or any other matters under this Lease, including any losses or damages which have been caused or contributed to by any breach of the *Occupier's Liability Act* on the part of the Landlord, but not including intentional acts of the Landlord. This amount shall be reviewable every five (5) years and subject to adjustment at the sole discretion of the Landlord.

(a) For the entire duration of the Term of this Lease, the Tenant shall maintain at its sole expense, property insurance for the PV Equipment and Related Equipment insuring same on a full replacement cost basis.

(b) Each insurance policy referenced herein shall name the City of Sault Ste. Marie as an "Additional Insured". A Certificate of Insurance to the satisfaction of the Landlord, confirming the above coverage are in effect for the Term shall be provided to the Landlord on or before October 1st of each calendar year of this Lease.

(c) The taking out of insurance shall not limit the Tenant's liability under this Lease. The Tenant acknowledges and understands that liability insurance coverage responds only for the use of the Building and Leased Premise for the purpose(s) as specified in this Lease.

16. LIMITED LIABILITY AND RELEASE

The Tenant hereby releases and forever discharges the Landlord, including its elected officials, officers, employees, agents and contractors; and the Tenant further agrees that notwithstanding anything to the contrary contained herein, the Landlord, including elected officials, officers, employees, agents and contractors shall not be liable to the Tenant or to anyone for whom the Tenant may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by the Tenant or any of the Tenant's agents, employees and contractors in relation to or in connection with the Tenant's use of the Building or Leased Premise or any other matters under this Lease except where the action, claim, demand, cost, loss or expense was caused or contributed to by an intentional act of the Landlord.

17. INDEMNITY

The Tenant shall indemnify and save the Landlord harmless, including the Landlord's elected officials, officers, employees, agents and contractors from and against any loss, cost (including without restriction legal costs on a substantial indemnity basis) and expense incurred by the Landlord because of any demand, action or claim brought against the Landlord as a result of any loss of or damage to property, personal injury or death, or any other losses or damages, both direct or indirect including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with the Tenant's use of the Building or Leased Premise or any others matters under this Lease, including any losses or damages which have been caused or contributed to by any breach of the *Occupier's Liability Act* on the part of the Landlord.

- (a) The Tenant shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Building and Leased Premise, and shall save harmless and fully indemnify the Landlord from and against all losses, costs, damages and expenses, of every kind or nature which the Landlord may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Tenant with such Laws, By-Laws, Rules and Regulations.
- (b) The Tenant shall indemnify and save harmless the Landlord from any costs and expenses incurred by the Landlord that may result from its use of the Building and Leased Premise.

18. HEALTH & SAFETY, AND WSIB

The Tenant and any contractor(s) or subcontractor(s) employed by them shall comply with all requirements of the Occupational Health and Safety Act and its regulations; including, but not limited to, providing proof of compliance with WSIB requirements (maintain current WSIB Clearance Certificate on file with City for duration of onsite work), providing proof of Commercial General Liability Insurance (minimum of two million dollars (\$2,000,000) per occurrence) for duration of onsite work; and compliance with the City's Contractor Qualification Policy. The Tenant shall ensure that the requirements as set out herein apply to any subcontractors employed by the Tenant.

19. FORCE MAJEURE

- (a) In the event that the PV Equipment and Related Equipment are wholly or substantially destroyed and thereby rendered inoperable as a result of an act of God, fire or war, the Tenant shall complete the following within thirty (30) days following such an event:
 - i. The Tenant shall determine whether or not it will repair or replace the PV Equipment and the Related Equipment; and
 - ii. The Tenant shall notify the Landlord of its intention in writing.
- (b) If the Tenant determines that it will repair or replace the PV Equipment and Related Equipment following an event as described in paragraph 19(a) above, the parties hereto acknowledge and agree as follows:
 - i. the Tenant shall complete all work necessary to render the PV Equipment and Related Equipment operable commencing the date the notice required under paragraph 19(a)(ii) is received and ending as soon as the PV Equipment and Related Equipment are rendered operable (the "Repair Period"), however under no circumstances shall the Repair Period exceed of period of time greater than six (6) months from the event described in paragraph 19(a);

10(e)

- ii. the Tenant's obligation to pay rent during the Repair Period ceases and does not accrue during the Repair Period;
 - iii. the Tenant's obligation to pay rent as set out in this Lease shall resume in accordance with the terms and conditions set out in this Lease immediately upon conclusion of the Repair Period; and
 - iv. the balance of the Tenant's obligations under this Lease shall remain in full force and effect during the Repair Period.
- (c) If the Tenant determines that it will not repair or replace the PV Equipment and Related Equipment as a result of an act of God, fire or war, the parties hereto acknowledge and agree that Lease shall terminate immediately on the date the notice required under paragraph 19(a)(ii) is received by the Landlord. The parties further acknowledge and agree that paragraphs 9(c)(d)(e) and (f) thereafter apply.

20. BINDING AGREEMENT

The Landlord covenants that he has good right, full power, and absolute authority to grant this Lease to the Tenant and this Lease shall be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers. The Tenant covenants that he has good right, full power, and absolute authority to grant this Lease to the Landlord and this Lease shall be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.

21. NOTICE

Any notice required or permitted to be given under this Lease must be in writing and may be given by delivering or mailing the notice to:

in the case of notice to the Landlord to:

The Corporation of the City of Sault Ste. Marie
Attention: Assistant City Solicitor
Legal Department
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, Ontario P6A 5N1

10(e)

in the case of notice to the Tenant to:

PUC Services Inc.
Attn: President & C.E.O.
765 Queen Street East
Sault Ste. Marie, Ontario P6A 6P2

or to such other address as either party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the 4th business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the 1st day next following the dating of faxing.

22. **EXECUTION**

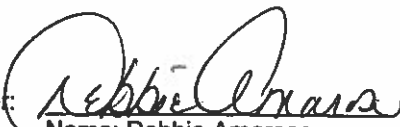
This Lease shall not be in force or bind either of the parties hereto until executed by both the parties named herein.

23. **ENTIRE AGREEMENT**

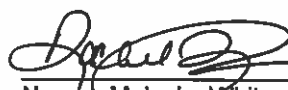
This Lease contains the entire agreement between the parties hereto with respect to the Leased Premise and there are no prior representations, either oral or written, between them other than those set forth in this Lease. This Lease supersedes and revokes all previous negotiations, arrangements, options to lease, representations and information conveyed, whether oral or written, between the parties hereto. The Landlord acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as are expressly set out in this Lease.

IN WITNESS WHEREOF the parties hereto have signed this Lease Agreement this 24th day of September, 2012.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

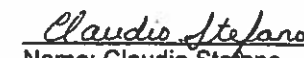
Per: 
Name: Debbie Amaroso
Position: Mayor

APPROVED BY
CITY OF SAULT STE. MARIE
BY-LAW# 2012-181

Per: 
Name: ~~Malcolm White~~ Rachel Tyeziński
Position: City Clerk (Deputy)

PUC SERVICES INCORPORATED

Per: 
Name: H. J. Brian Curran
Position: President & C.E.O.

Per: 
Name: Claudio Stefano
Position: VP Customer Services & Business Development



PLANNED INSTALLATION LOCATION



THE CORPORATION OF THE CITY
OF SAULT STE. MARIE, ONTARIO

BY	M.F.S. - FOR REFERENCE ONLY
DATE	SEPTEMBER 24, 2012

SCHEDULE "A"

PROPOSED LOCATION OF WECC
SOLAR PHOTOVOLTAIC SYSTEM



444 Abbott St. East
Suite 200
PMA 2.0 Email the News
Connect.

10(e)

Schedule "B"

PUC Solar WECC
Financing Options
Contract Details

Year	Estimated Tenant Revenue	Annual Rent Payment
1	\$ 157,032	\$ 15,703
2	\$ 155,360	\$ 15,536
3	\$ 153,705	\$ 15,371
4	\$ 152,088	\$ 15,207
5	\$ 150,449	\$ 15,045
6	\$ 148,846	\$ 14,885
7	\$ 147,261	\$ 14,726
8	\$ 145,693	\$ 14,569
9	\$ 144,141	\$ 14,414
10	\$ 142,606	\$ 14,261
11	\$ 141,087	\$ 14,109
12	\$ 139,585	\$ 13,958
13	\$ 138,098	\$ 13,810
14	\$ 136,627	\$ 13,663
15	\$ 135,172	\$ 13,517
16	\$ 133,733	\$ 13,373
17	\$ 132,309	\$ 13,231
18	\$ 130,899	\$ 13,090
19	\$ 129,505	\$ 12,951
20	\$ 128,126	\$ 12,813
Total	\$ 2,842,304	\$ 284,230

10(e)

Schedule "B"



SOLAR PROJECT DEVELOPMENT AGREEMENT

CLIENT INFORMATION (the "Client")				
Name:			Principle Business:	
Phone No: (Home)	(Bus)	(Cell)	Email:	
Address:			Town/City:	Postal Code:
PROJECT LOCATION (the "Project Site")				
☐ Same as Above				
Address:			Town/City:	Postal Code:
Legal Description:				PIN:
Name(s) of Legal Owners:			Duration of Ownership (years):	
Are there any leases affecting the Project Site: ☐ Yes ☐ No			If yes, description of leasehold interest (name of tenant, term of lease, etc):	
DEVELOPER INFORMATION (the "Developer")				
Company Name:		Sales Representative:		Phone No:
EthoSolar Inc.				
Address:			Email:	
560 Anne Street North, Barrie, ON L4M 4S4				

THIS AGREEMENT is made as of the ____ day of _____, 20__ (the "Effective Date"), between the Client and the Developer, a corporation established under the laws of Ontario.

WHEREAS the Client wishes to retain the Developer to perform or cause to be performed all work for the development of a solar power generating facility at the Project Site, subject to the provisions hereinafter set forth.

NOW THEREFORE in consideration of the mutual promises and covenants contained herein the parties agree that this Agreement shall consist of the following schedules attached hereto and all appendices and exhibits attached thereto, each of which forms an integral part of this Agreement:

Schedule A
Schedule B

Terms and Conditions
Payment Schedule

10(e)

- 2 -

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date.

ETHOSOLAR INC.

Per: _____

Name:

Title:

I have the authority to bind the corporation.

If Customer is a natural person (e.g. an individual)

SIGNED SEALED AND DELIVERED

in the presence of

Witness Signature

Print name:

} _____
«Full Customer Name»

If Customer is a corporation or other legal entity

«Full Legal Name of Customer »

Per: _____

Name:

Title:

I have the authority to bind the corporation.

417636.3

SCHEDULE A

TERMS AND CONDITIONS

ARTICLE 1 INTERPRETATION

1.1 Definitions

As used in this Agreement, including in any Schedule thereto, the following words and phrases shall have the following meanings, respectively:

- (a) **"Agreement"** means this agreement and all schedules, exhibits and documents attached thereto;
- (b) **"Business Day"** means any day, other than Saturday, Sunday or any statutory holiday in the Province of Ontario;
- (c) **"Client"** means the Client specified in the Head Document;
- (d) **"Developer"** means the Developer specified in the Head Document;
- (e) **"Development Fee"** shall have the meaning set out in Section 6.1 of this Schedule;
- (f) **"Effective Date"** means the Effective Date specified in the Head Document;
- (g) **"EPC Contract"** shall have the meaning set out in Section 5.2 of this Schedule;
- (h) **"FIT Application"** means an application submitted to the OPA for a feed-in tariff contract;
- (i) **"FIT Application Window"** means the next FIT application period from the Effective Date as set out by the OPA in accordance with the FIT Rules.
- (j) **"FIT Contract"** means any feed-in tariff contract awarded from time to time by the OPA to the Client under and in accordance with the terms of the FIT Program;
- (k) **"FIT Program"** means the feed-in tariff program established by the OPA in 2009 in accordance with the *Electricity Act, 1998*, as implemented, amended, revised or replaced from time to time;
- (l) **"FIT Rules"** means the rules that govern the FIT Program, as amended from time to time;
- (m) **"Head Document"** means the cover pages of this Agreement signed by the Client and the Developer;
- (n) **"Notice of Decision to Submit FIT Application"** shall have the meaning set out in Section 3.4 of this Schedule;
- (o) **"NTP Request"** has the meaning set in the FIT Contract;
- (p) **"OPA"** means the Ontario Power Authority established pursuant to Part II.1 of the *Electricity Act, 1998* (Ontario), or any successor to such agency;
- (q) **"Option #1"** means the application method set out in Section 3.3(a) of this Schedule;
- (r) **"Option #2"** means the application method set out in Section 3.3(b) of this Schedule;

- (s) "Phase I" shall have the meaning set out in Section 3.1 of this Schedule;
- (t) "Phase I Completion Date" shall have the meaning set out in Section 3.2 of this Schedule;
- (u) "Project" shall have the meaning set out in Section 2.1 of this Schedule;
- (v) "Project Entity" means the Supplier Co-op or the Supplier SPV, as the case may be;
- (w) "Project Site" means the project location of the Client stipulated as the Project Site as stated in the Head Document;
- (x) "Supplier Co-op" shall have the meaning set out in Section 3.3(b) of this Schedule; and
- (y) "Supplier SPV" shall have the meaning set out in Section 3.3(a) of this Schedule.

1.2 Interpretation

- (a) The division of this Schedule into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Schedule.
- (b) The word "including" shall mean "including without limitation" and shall not be construed to limit any general statement which it follows to the specific or similar items or matters immediately following it.
- (c) In this Schedule, unless the context otherwise requires, any reference to gender shall include both genders and words importing the singular number shall include the plural and vice-versa.

1.3 Currency

Unless otherwise indicated, all specific dollar amounts in this Agreement are expressed in Canadian funds.

ARTICLE 2 SCOPE OF THE AGREEMENT

2.1 Scope

This Agreement defines the responsibilities of each party with respect to the development, design, engineering, procurement, construction, ownership, and financing of the solar power generation facility to be located at the Project Site (the "Project").

ARTICLE 3 PHASE I – PREPARATION FOR FIT APPLICATION

3.1 Phase I Acknowledgement of Responsibilities

The Developer acknowledges and agrees that it is solely responsible for completion of the first phase of the Project ("Phase I"), including all necessary development activities required to submit a FIT Application for the Project during the FIT Application Window. The Client shall provide, at its expense, all necessary assistance to the Developer to facilitate the effective performance of the development activities during Phase I, including providing the required information in respect of the Project Site to complete the FIT Application.

3.2 Phase I Term

The Developer shall complete Phase I for the Project no later than the last day of the FIT Application Window (the "Phase I Completion Date"), or as otherwise agreed by the parties.

3.3 Determination of Application Method

During Phase I, the Developer shall meet with the Client to recommend the best course of action with respect to the FIT Application. The Client acknowledges that the FIT Application may be submitted in respect of the Project using one of the following methods:

- (a) Option #1 – The FIT Application will be submitted by a special purpose entity (the "Supplier SPV") which shall be an affiliate of the Developer or a newly created entity owned either wholly or partially by the Client, or under the Client personally; or
- (b) Option #2 – The Client will become a member of a co-operative corporation (the "Supplier Co-op") who will submit the FIT Application in respect of the Project.

3.4 Decision to Submit FIT Application

The Client will consider the recommendation of the Developer, the economics of the Project and additional factors, including availability of financing, any regulatory requirements, and resources in determining the appropriate application method. The Client shall, within ten (10) Business Days of receipt of the recommendation from the Developer, provide the Developer with written notice of its decision in respect of the application method and to commit to the submission of a FIT Application (a "Notice of Decision to Submit FIT Application"). If the Client does not issue a Notice of Decision to Submit FIT Application within ten (10) Business Days of receipt of the recommendation from the Developer, then the Client shall be deemed to have determined not to proceed with the Project and shall have no further liabilities or obligations to the Developer or any other person with respect to the Project.

3.5 Notice of Decision to Submit FIT Application

A Notice of Decision will be deemed to have been made if the Client has given a written notice in the form of an email, regular mail, fax, or has signed a lease agreement and has paid the FIT Application fee.

ARTICLE 4 PROJECT ENTITY

4.1 Creation of Project Entity

In the event Option #1 is chosen, the Developer shall establish or appoint an entity (including, without limitation, a corporation, trust, partnership, limited partnership or other form of legal entity in the Developer's discretion) to act as the Supplier SPV. The Client may own up to 100% of the ownership and equity interest of the Supplier SPV. The extent of the ownership interest in the Supplier SPV will depend on the financial circumstances of the Client and other factors to be determined by the Developer and the Client.

4.2 Investment in Supplier Co-op

In the event Option #2 is chosen, the Developer shall provide the Client with the details with respect to the Supplier Co-op. The Client acknowledges that the Supplier Co-op may be an existing co-operative corporation or a newly formed co-operative corporation. The Client shall execute and deliver such further documents and perform or cause to be performed such further acts as may be required to become a member of the Supplier Co-op. The extent of the ownership interest in the Supplier Co-op will depend on the financial circumstances of the Client and other factors to be determined by the Developer and the Client. The Client acknowledges that, in the event Option #2 is chosen, the Project will be added to the

portfolio of projects to be developed by the Supplier Co-op. All further decisions in respect of the Project shall be made by the board of directors of the Supplier Co-op, with or without input from the Client.

4.3 Transfer of Rights to Project Site

The Client shall execute and deliver such further documents and perform or cause to be performed such further acts as may be required to ensure that the Project Entity has land access rights to the Project Site, including entering into a lease with the Project Entity.

4.4 Submission of FIT Application

Upon the delivery of a Notice of Decision to Submit FIT Application, the Developer and the Client shall cooperate in the preparation and submission of a FIT Application in respect of the Project in the name of a Project Entity. The Client shall be responsible for any applicable application fee as set out in Schedule B.

4.5 Termination of FIT Application

The Developer and the Client acknowledge and agree that if a FIT Application has been submitted, the applicable Project Entity shall have full discretion as to whether or not to maintain the FIT application, withdraw the FIT Application, or accept or reject an offer of a FIT Contract. In the event the Project Entity withdraws the FIT Application or rejects an offer of a FIT Contract, the Client shall pay the Developer the break fee set out in Schedule B in respect of the FIT Application.

ARTICLE 5 FIT CONTRACT AND EPC CONTRACT

5.1 Phase II Acknowledgement of Responsibility

Phase II of the Project ("Phase II") shall commence after the Project is awarded a FIT Contract and shall continue until a NTP Request is submitted to the OPA. The Developer is responsible for completion of all necessary development activities required to enable the Project Entity to submit a NTP Request. Such activities may include:

- (a) Provision of documentation of environmental and site plan approvals or permits necessary for the construction of the Project;
- (b) Provision of documentation of the time and date of application for, and the completion of, all impact assessments required by the Distribution System Code; and
- (c) Such other prerequisites to submission of a NTP Request provided for in the FIT Contract, as the Parties may reasonably agree upon.

The Client will provide reasonable support to the Developer as the Developer deems necessary to achieve Phase II.

5.2 EPC Contract

If a FIT Contract has been awarded in respect of the Project, the Client acknowledges and agrees that the Developer shall be entitled to complete all the engineering, procurement, construction work in respect of the Project. The Client shall use its best efforts to cause the Project Entity to enter into an engineering, procurement, construction agreement (the "EPC Contract") with the Developer during Phase II or shortly thereafter. The terms of the EPC Contract are to be negotiated between the Project Entity and the Developer based on the Developer's form of contract. If the EPC Contract includes the Phase II development activities, the terms of the EPC Contract shall prevail and the Developer shall have no further liabilities or obligations to the Client under Section 5.1.

5.3 Break Fee

If a FIT Contract has been awarded and the Project Entity, for whatever reason, does not enter into the EPC Contract with the Developer, the Client shall pay the Developer the break fee set out in Schedule B in respect of the FIT Contract.

ARTICLE 6 DEVELOPMENT FEES AND PAYMENT

6.1 Development Fee

The development fees for all the work to be performed hereunder shall be expressly set out in Schedule B (the "Development Fees") and shall be exclusive of all applicable taxes payable to any governmental authority, including Goods and Services Tax, Provincial Sales Tax or Harmonized Sales Tax. For greater certainty, the Development Fees shall not include any amounts payable under the EPC Contract. The parties acknowledge and agree that the Project Entity will be responsible for all payments to be made under the EPC Contract.

6.2 Payment Terms

The Client will pay the Developer the Development Fee in accordance with the milestones and times set out in Schedule B. Unless otherwise agreed upon in writing by the Developer, all payments shall be made directly to the Developer by certified cheque. Unless otherwise agreed upon in writing, the Client shall not have any right of deduction or set-off whatsoever.

6.3 Late Payments

Any amount owed by the Client beyond the date that such amount first becomes due and payable shall accrue interest from the date that it first became due and payable at a rate of twelve (12%) percent per annum, accruing daily and payable monthly. Overdue interest shall be added to the principal amount outstanding and shall accrue interest in the same manner unless waived by the Developer in its sole discretion.

ARTICLE 7 REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 Client

The Client represents, warrants and covenants, as follows:

- (a) If an individual, the Client resides in the Province of Ontario.
- (b) If a corporation, the Client is a corporation incorporated and organized under the laws of its jurisdiction and, as necessary, is qualified to do business in Ontario.
- (c) The Client has all requisite power and authority to execute and deliver this Agreement and to perform the obligations required of it hereunder.
- (d) The Client is the registered and beneficial owner of the Project Site.
- (e) The Client does not already have an existing FIT Contract in respect of the Project Site and will not have multiple FIT Applications active at one time.
- (f) The Project Site is free and clear of any claims, liens or encumbrances other than those whose existence is acknowledged and accepted in advance by the Developer in writing.

- (g) All information provided to the Developer by the Client in relation to the Project and the Project Site, is true, accurate, correct and complete in all material respects, and the Client has no knowledge of any other information that would render such information inaccurate or misleading in any material respect.

ARTICLE 8 TERMINATION

8.1 Termination

Either party may from time to time, in its absolute discretion, terminate all of its rights and obligations under this Agreement upon thirty (30) days prior written notice to the other party.

8.2 Break Fees

- (a) In the event this Agreement is terminated during Phase I, the FIT Application is not withdrawn or terminated and a FIT Contract is awarded in respect of the of the Project, the Client shall pay to the Developer the break fee set out in Schedule B in respect of the FIT Contract.
- (b) In the event this Agreement is terminated during Phase II, the Client shall pay to the Developer the break fee set out in Schedule B in respect of the FIT Contract.

ARTICLE 9 CONFIDENTIALITY

9.1 Confidentiality

Any information concerning the parties, which is designated in writing as proprietary and disclosed to the other party incident to the performance of Work pursuant to this Agreement, is disclosed in confidence and the recipient shall not publish or otherwise disclose it to others without the written approval of the disclosing party; provided that nothing herein shall limit either parties' rights to disclose data which (a) was furnished to it prior to this Agreement without restriction; (b) is generally available to the public; or (c) is received by either party from a third party without restriction and not in breach of this Agreement. Furthermore, either party may provide any such information to any governmental authority having jurisdiction and asserting a right to obtain such information after notice to the disclosing party.

ARTICLE 10 MISCELLANEOUS

10.1 Time of the Essence

Unless otherwise provided in this Agreement time shall be of the essence.

10.2 Relationship of the Parties

Unless otherwise specified in this Agreement, this Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the parties or to impose any such obligation or liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other party.

10.3 Waiver

No waiver of any of the provisions of this Agreement shall constitute or be deemed a waiver of any other provision (whether or not similar) or a continuing waiver unless otherwise expressly provided in writing.

10.4 Notice

All notices and other communications given or made pursuant hereto shall be in writing and shall be delivered in person, transmitted by facsimile or similar means of recorded electronic communication or sent by registered mail, charges prepaid to the addresses specified on the first page of this Agreement or at such other addresses as may be specified by either party by notice to the other given in accordance with these provisions. Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a business day, on the next following business day) or, if mailed, on the fifth (5th) business day following the date of mailing.

10.5 Entire Agreement

This Agreement, together with the schedules and exhibits attached hereto constitutes the entire agreement and understanding between the Developer and the Client with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The schedules and exhibits attached hereto form an integral part of this Agreement and are made a part of this Agreement by reference.

10.6 Assignment

Neither party shall assign this Agreement or any of its rights hereunder without the prior written consent of the other party. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

10.7 Severability

In the event that any provision herein or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect. If, in any judicial proceeding, any provision of this Agreement is found to be so broad as to be unenforceable, it is hereby agreed that such provision shall be interpreted to be only so broad as to be enforceable.

10.8 Governing Law

This Agreement shall be construed and governed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

10.9 Dispute Resolution

The parties to this Agreement hereby agree that if any dispute arises out of, or relates to, this Agreement, or the breach, termination, validity or subject matter thereof, they will endeavour to settle the dispute by means of good faith negotiations. In the event that the dispute cannot be resolved by good faith negotiations between the parties, then it shall be resolved by arbitration. Unless the parties agree on the arbitration procedure to be followed, the arbitration shall be conducted by a single arbitrator. The arbitrator shall be appointed by agreement between the Developer and the Client or, if the parties are unable to agree on an arbitrator, the arbitrator shall be appointed by a Judge of the Ontario Superior Court of Justice sitting in Barrie, Ontario upon the application of either the Client or the Developer and a Judge of the Ontario Superior Court sitting in Barrie shall be entitled to act as such arbitrator, if he or she

is willing to do so. The arbitration shall be held in the City of Barrie. The procedure to be followed shall be as agreed by the parties or, if such agreement cannot be reached promptly, as determined by the arbitrator. The arbitration shall proceed in accordance with the provisions of the *Arbitration Act, 1991* (Ontario) as amended and successor legislation thereto. The arbitrator shall have the power to proceed with the arbitration and to deliver his award notwithstanding the default by any party in respect of any procedural order made by the arbitrator. The decision arrived at by the arbitrator shall be final and binding and no appeal shall lie therefrom unless otherwise agreed upon in writing by the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Submission to arbitration pursuant to the provisions of this Section shall be a condition precedent to the bringing of any action with respect to this Agreement by any party hereto unless such condition is waived by each of the parties hereto in writing.

10.10 Language

This Agreement and any documents relating thereto have been prepared in the English language at the express request of the parties. Les parties exigent, et par les présentes confirment leur demande, que ce contrat et tous les documents y afférents soient rédigés en anglais seulement.

10.11 Independent Legal Advice

THE CLIENT ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS AGREEMENT AND HAVING EITHER OBTAINED INDEPENDENT LEGAL ADVICE IN RELATION TO IT OR HAVING FREELY CHOSEN NOT TO DO SO.

10.12 Further Assurances

Each party will execute and deliver such further documents and perform or cause to be performed such further acts as may be required to give full effect to the provisions of this Agreement.

10.13 Counterparts and Execution of Agreement

This Agreement may be executed in any number of counterparts, and/or by facsimile or e-mail transmission of Adobe Acrobat files, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument. Notwithstanding the date of execution of any counterpart, each counterpart shall be deemed to bear the effective date first written above. Any party executing this Agreement by fax or PDF file shall, immediately following a request by any other party, provide an originally executed counterpart of this Agreement provided, however, that any failure to so provide shall not constitute a breach of this Agreement except to the extent that such electronic execution is not otherwise permitted under the *Electronic Commerce Act, 2000* (Ontario).

SCHEDULE B
PAYMENT SCHEDULE

Milestone		Payment Amount	Timing
1.	FIT Application	\$5,000	Prior Application
2.	Break Fee – FIT Contract	25 cents/W/kWp	Post OPA Offer Notice, prior NTP (Notice to Proceed)
3.	FIT Approval – Fee (CIA/Engineering)	\$8,000 - \$15,000	Post OPA Offer Notice Prior NTP
4.	CCA Fee	TBD by LDC	
5.	EPC Fees	TBD	
6.			

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-239

AGREEMENT: (P3) A by-law to authorize a rental agreement and an addendum to the agreement between the City and Tracks & Wheels Equipment Brokers Inc. for the rental of a Front End Loader for winter operations 2013/2014.

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 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 rental agreement and an addendum to the agreement dated November 25, 2013 between the City and Tracks & Wheels Equipment Brokers Inc. attached as Schedule "A" hereto. This agreement is for the rental of a Front End Loader for winter operations 2013/2014.

2. **SCHEDULE "A" & SCHEDULE "B"**

Schedule "A" & Schedule "B" form part of this by-law.

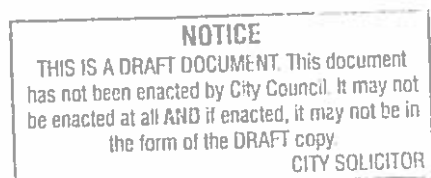
3. **EFFECTIVE DATE**

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

PASSED in open Council this 2nd day of December, 2013.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE



ADDENDUM TO THE TRACKS & WHEELS
EQUIPMENT BROKERS INC. MANUAL CONTRACT

THIS AGREEMENT made as of the 2 day of December, 2013

BETWEEN:

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

(herein referred to as the "Customer")

- and -

TRACKS & WHEELS EQUIPMENT BROKERS INC.

(herein referred to as "T&W")

WHEREAS the Customer is desirous to enter into a rental agreement with T&W;

AND WHEREAS T&W has provided their standard rental agreement contract, namely the Tracks & Wheels Equipment Brokers Inc. Manual Contract (the "Original Agreement"), a copy of which appears as Schedule "A" hereto, to the Customer for this purpose;

AND WHEREAS the Customer wishes to alter and/or clarify certain paragraphs of the Original Agreement and T&W is agreeable to same;

AND WHEREAS the Parties agree that this Addendum to the Tracks & Wheels Equipment Brokers Inc. Manual Contract (the "Addendum") clarifies the paragraphs of the Original Agreement that require such alteration and/or clarification;

NOW THEREFORE the parties hereto agree to enter into this Addendum and are subject to the terms and conditions hereinafter set out:

1. ENTIRE AGREEMENT

This Addendum and the Original Agreement together form the entire agreement between the Parties hereto relating to the subject matter of this Agreement. Unless otherwise provided for in this Addendum, all terms and conditions of the Original Agreement continue to apply. Where any of the terms and conditions of this Addendum and the Original Agreement conflict, the terms and conditions of this Addendum shall prevail. This Agreement may be modified in writing only.

2. PARAGRAPH 6 AMENDED - DEFINITION OF "CURRENT RATE"

"Current Rate", as referenced in paragraph 6 of the Original Agreement, shall be defined as "Ninety (\$90.00) Dollars per hour of labour time" for the entire duration of the Term, which the Parties hereto acknowledge to be four (4) months.

3. PARAGRAPH 6 AMENDED

Paragraph 6 of the Original Agreement is further amended by deleting "Labour or part replacement not covered by manufacturers or special written warranty will be charged back to the Customer." and replacing same with the following:

"Labour or part replacement not covered by manufacturers or special written warranty and required due to an act of negligence on the part of the Customer or its agents, shall be charged back to the Customer."

4. PARAGRAPH 16 AMENDED - DEFINITION OF "ORIGINAL CONDITION"

"Original Condition", as referenced in paragraph 16 of the Original Agreement, shall be defined as "The condition of the Equipment as it was received by the Customer".

5. **PARAGRAPH 19 AMENDED**

Paragraph 19 of the Original Agreement is amended by deleting the final sentence of the paragraph and replacing same with the following:

"The Customer shall, upon receipt of a request from T&W, provide T&W with access to the Equipment for the purpose of an inspection within one (1) business day."

In witness thereof the parties hereto have executed this Agreement this 2 day of December 2013

SIGNED, SEALED AND DELIVERED

Date: _____

TRACKS & WHEELS EQUIPMENT BROKERS INC.

Name: _____

Position: _____

I HAVE THE AUTHORITY TO BIND THE CORPORATION.

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 "B"

TRACKS & WHEELS EQUIPMENT BROKERS INC.

10(f

P.O. Box 2592, 400 Hwy 52 North
Sudbury, Ontario P3A 4S9
Telephone (705) 546-5438
Facsimile (705) 546-5422

232 Drive In Road
Sault Ste Marie, Ontario P6B 5A9
Telephone (705) 256-5438
Facsimile (705) 256-1451

2200 Riverside Drive
Timmins, Ontario P4R 1M9
Telephone (705) 268-5438
Facsimile (705) 268-3382

8 Sunshine Lane
North Bay, ON P1B 6G3
Telephone (705) 840-5438
Facsimile (705) 474-0717

Bay 2 - 705 Creed Rd., P.O. Box 755
Thompson, Manitoba R6N 1N5
Telephone (204) 778-3777
Facsimile (204) 778-4477

Hot Line 1-800-465-LIFT

e-mail: sudbury@tracksandwheels.com

web site: www.tracksandwheels.com

TRADE IN OLD EQUIPMENT
DOCUMENT FICHE 6413 (FORMS AND SERVICE ONLY)
NEVER TRANSFER EQUIPMENT ON OTHER ACCOUNTS

MANUAL CONTRACT

MINE MASTER HOT LINE
1-800-888-MINE

BILL TO: CITY OF SAULT STE MARIE				SHIP TO: BOARD OF WORKS			
ADDRESS: P.O. BOX 590				ADDRESS: BACKVILLE ROAD			
CITY: SAULT STE MARIE PROV: ONTARIO				CITY: SAULT STE MARIE PROV: ONT			
CONTACT: MIKE BLANCHARD PHONE: 705-541-7000				CONTACT:			
PURCHASE ORDER NUMBER:				OUR CONTRACT #			
HST EXTRA ☒ EXEMPT ☐ EXEMPT #				GST EXTRA ☐ EXEMPT ☐ EXEMPT #			
UNIT	MAKE	MODEL	SERIAL NUMBER	DAILY	WEEKLY	4 WEEKS	
C1403	CASE	821E	APR206635			\$7,000.00	
C1468	WELD CO BEALES	BUCKET	4W13093			INCLUDE	
C1469	WELD CO BEALES	COUPLER	4W13191			INCLUDE	
TOTAL RENTAL ALL ATTACHMENTS				\$7,000.00			
DATE ON RENT: DEC 3, 2013 TIME: 2:00PM				DATE OFF TIME:			
HOUR METER ON RENT				HOUR METER OFF RENT			
DURATION: 4 DAYS / WEEKS / MONTHS				RATE: \$7,000.00 - SUBTOTAL \$28,000.00			
SHIP VIA: PICKUP BY CITY				= FREIGHT \$			
OTHER CHARGES:				= OTHER \$			
SUB-TOTAL RENTAL FEE / FREIGHT / OTHER CHARGES				= SUBTOTAL \$28,000.00			
HST				= HST \$3,400.00			
BALANCE DUE NOW				\$31,400.00 INVOICED MONTHLY			
REFUNDABLE DAMAGE DEPOSIT (ABOVE BALANCE DUE NOW)				MINIMUM \$500.00			
T O T A L RENTAL PAYMENT AND DAMAGE DEPOSIT				\$31,400.00 OVER TERM			
ALLOWED HOURS: HOURS / DAY				HOURS / WEEK			
EXTRA HOURS @ \$65.00 / HOUR				HOURS / WEEK @ 10 HOURS / WEEK			
COMMENTS: MINIMUM 4 BILLING CYCLES (WORK OF RENTALS) WILL APPLY TO RENTAL CONVERSION							
IT IS UNDERSTOOD AND AGREED TO TERMS AND CONDITIONS AS PER REVERSE AND ADDENDUM TO THE TRACKS AND WHEELS							
EQUIPMENT BROKERS MANUAL CONTRACT DATED DEC 2/13. NOTE: SPECIAL RATE WITH REDUCED HOURS ABOVE.							
VALUE OF MACHINE AS OF TODAY'S DATE: \$140,000							

I hereby declare the above values as provided on the
rental bill and agree to pay the above described
additional charges thereon.

IF IN CLINED
PLEASE INITIAL

X

CUSTOMER SIGNATURE

Mayor Debbie Amaro

IT IS UNDERSTOOD AND AGREED TO TERMS AND CONDITIONS AS PER REVERSE AND ADDENDUM TO THE TRACKS AND WHEELS
EQUIPMENT BROKERS MANUAL CONTRACT DATED DEC 2/13. NOTE: SPECIAL RATE WITH REDUCED HOURS ABOVE.

THIS IS AN AGREEMENT. READ BOTH SIDES BEFORE SIGNING

PARTS RETURN POLICY
NO CLAIM WILL BE ALLOWED FOR SHORTAGES DEFECTS OR ERRORS IN
SHIPMENT UNLESS MADE WITHIN 10 DAYS OF RECEIVING GOODS. NO
RETURNS WILL BE ACCEPTED AFTER 30 DAYS. ALL RETURNED PARTS MUST
BE ACCOMPANIED BY ORIGINAL INVOICE. ITEMS (NON RETURN ELECTRICAL
HOSES, PAINT, GASKETS, O RINGS & SPECIAL ORDERS & ITEMS UNDER
\$25.00 A 15% RESTOCKING CHARGE ON ALL PARTS RETURNED.

CUSTOMER COPY

City Clerk - Malcolm White

GENERAL TERMS AND CONDITIONS FOR ANY RENTAL OR SALE
OF TRACKS & WHEELS EQUIPMENT BROKERS INC. ("T&W") EQUIPMENT

10 (f)

ALL SALES OR RENTALS SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **TITLE:** T&W hereby retains title to the Equipment and Customer hereby grants to T&W a security interest in the Equipment and in all improvements and accessories related thereto, and all subsidiaries and replacements and proceeds (including insurance proceeds) to secure payment and performance of all existing and future obligations of the Customer to T&W.
 2. **DEFAULT:** If (a) Customer fails to make any payment herein provided for or otherwise fails to perform or keep any term or condition hereof or of any other agreement between T&W and Customer or (b) the Equipment or any part thereof is in the opinion of T&W in danger of being seized or attached in any way or (c) any proceedings in insolvency, bankruptcy, receivership or liquidation be taken against Customer or (d) Customer shall make an assignment for the benefit of creditors or commit an act of bankruptcy or make a bulk sale of its assets, then T&W may in any such event at its option by notice declare this agreement terminated. Upon such termination T&W shall recover as damages and Customer shall pay to T&W the present value (calculated on the basis of an interest rate of 2% per month, 24% per annum) of the total of all amounts payable hereunder as rental or otherwise to the expiration of the term hereof. Customer agrees that such amounts are liquidated damages. T&W shall process of law but such taking of possession shall not affect T&W's right to recover damages for breach of this lease as herein provided for.
 3. **POWER OF T&W ON REPOSSESSION:** Upon repossession of the Equipment, T&W may without sale, lease or disposal of the Equipment or any portion thereof upon notice of public or private sale rights and remedies hereunder and the Customer shall remain liable for any deficiency and/or T&W may enforce any other right or remedy that T&W may have under applicable law, provided that T&W's value as stated in the Details of Equipment. This insurance shall be kept in effect from time the Equipment is shipped by T&W until it is returned to T&W or delivered to another Customer of T&W. In the event that insurance is placed by the Customer, T&W shall be provided with such evidence of insurance, in a form satisfactory to T&W, listing which party may place the insurance and charge the Customer for the cost of such insurance.
 4. **WARRANTIES:** T&W makes no representations or warranties respecting the Equipment save and except for the warranties available from the manufacturer of the Equipment and there are no conditions (expressed, implied, statutory or otherwise) except as expressly stated herein as to any matter whatsoever including, without limitation, the condition of the Equipment, its merchantability or its fitness for any particular purpose.
 5. **SERVICE POLICY:** Warranty repair shall be carried out at one of T&W locations. Travel time to repair machine away from T&W shop will be charged at the current rate for time and mileage. A work order must be signed before beginning any repair. Labor or part replacement not covered by manufacturers or special written warranty will be charged back to the customer. All transportation charges are the responsibility of the customer. Customer's request for repair machine while having repairs done will be charged an hourly rate or a special daily weekly, or monthly rental rate.
 6. **USE-LETTING AND ASSIGNMENT:** The Customer shall not be entitled to sublet or assign any of his (its) rights under this agreement or if or to any of the Equipment hereby leased without the written consent of T&W previously obtained, but T&W shall be entitled to assign his (its) rights hereunder or in and to any of the Equipment hereby leased subject to the approval by the assignee of all the obligations of T&W hereunder.
 7. **PAYMENT:** As set forth on reverse side of Agreement. All prices quoted are F.O.B. T&W's facility.
 8. **TAXES, DUTIES AND OTHER CHARGES:** The Customer shall be liable for and shall pay all federal and provincial sales taxes and all other taxes, duties or other fees charge properly payable by a Customer upon and in connection with the delivery, transfer or rental of the Equipment by T&W to the Customer.
 9. **RIGHTS IN ADDITION:** The rights contained herein for the benefit of T&W are in addition to any rights substitution for any other rights contained in any other agreement now or hereunder entered into between the Customer and T&W.
 10. **INTERPRETATION:** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario. Any provisions hereof prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof. This Agreement shall be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto. The Customer acknowledges having received and read this Agreement, and is hereby bound by it and to all of the terms and conditions of this Agreement. The parties hereto agree that there is no representation, warranty, statement or condition affecting this Agreement or stipulated hereby other than as expressed herein in writing.
- IN ADDITION TO THE FOREGOING TERMS AND CONDITIONS, RENTALS SHALL ALSO BE SUBJECT TO THE FOLLOWING TERMS:**
12. **THE RENTAL PERIOD:** The Rental Period shall cover all time consumed in transporting the Equipment, including the date of legal delivery to a public carrier for transit to his Customer, and upon return of the Equipment including the date of legal delivery by each carrier to T&W, or if no public carrier is used, shall include the date upon which transit to the Customer begins and the date upon which transit from the Customer ends at T&W's unloading point; providing, however, that when the Equipment moves from one Customer to another the rental period of the first shall not overlap that of the second. Equipment will not be considered "off hire" unless a valid off rental number is issued by T&W.
 13. **CALCULATION OF RENTAL CHARGES:**
 - (a) **MONTHLY RENTAL RATES** are for a period of 28 consecutive days, computed from the date of commencement of the rental period shall apply when the number of hours the Equipment is operated in any 30 day period does not exceed one hundred and sixty (160) hours.
 - (b) **WEEKLY RENTAL RATES** are for a minimum period of one week, from the day of commencement of the rental period up to but not including the same day in the following week and shall apply when the number of hours the Equipment is operated in any one week does not exceed forty (40) hours.
 - (c) **DAILY RENTAL RATES** are for a consecutive period of twenty-four hours or less in which the number of hours the Equipment is operated shall not exceed eight (8) hours.
 - (d) **OVERTIME CHARGES:** Where Equipment is operated in excess of the above stated hourly maximum, such excess shall be charged at 1/10th of the monthly rate (28 days) for each hour in excess of 160 worked in any 28 consecutive day period. 1/40th of the weekly rate for each hour in excess of 40 worked in any one week. 1/24th of the daily rate for each hour worked in excess of 8 hours in any day.
 - (e) **AGREEMENT:** The minimum monthly (28 days) or weekly rental period has expired, the rental payable for a fraction or any less period shall be the proportionate part of the applicable rental rate according to the number of calendar days in such fraction.
 - (f) **Rental Rate** shall not be subject to any deduction for any non-working time during the rental period. If the Customer returns the Equipment to T&W before the expiration of such guaranteed Rental Period.
 - (g) Any period in excess of three weeks but not more than four weeks shall be deemed to be one full month (28 days).
 14. **RENTAL PAYMENT:** Rental payments under this agreement shall be paid monthly in advance and the full payment shall be paid before delivery of the Equipment to the Customer. The (its) agent or carrier. Overdue payments shall bear interest at 2% per month, 24% per annum but the acceptance of the Equipment shall not waive T&W's right to demand full payment to terminate this agreement.
 15. **LOADING, UNLOADING AND TRANSPORTATION:** T&W, at its own expense, shall load the Equipment for transit to the Customer and unload it upon return, and shall pay all demurrage charges accruing at its own shipping and receiving points. The Customer, at its (its) own expense, shall do all other loading, unloading, installing, dismantling and hauling, and shall pay all demurrage charges at its own shipping and receiving points. The Customer shall pay all transportation charges from and to T&W's shipping and receiving points. If shipping instruments are not furnished by the Customer, T&W may ship the Equipment in accordance with its own judgment.
 16. **MAINTENANCE, OPERATION AND REPAIRS:** The Customer declares that he or its employees understand the operation of the Equipment and the application for which it is rented. The Customer shall ensure that the Equipment is not subjected to careless or needlessly rough usage, and shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the Equipment and shall to the (its) own expense maintain and ultimately return to T&W the Equipment and its accessories in good repair and operating condition. T&W will be sole judge as to the condition of the Equipment on its return and T&W is hereby authorized to repair and restore the Equipment to its original condition, reasonable wear and tear excepted at the expense of the Customer. T&W shall have all reasonable rights of inspection during the term of this Agreement.
 17. **DAMAGE TO THE EQUIPMENT:** The Customer agrees to indemnify T&W against all loss and damage to the Equipment hereby leased, during the rental period based on the value of such Equipment stated in the Details of Equipment. T&W shall give notice to the Customer as soon as possible of any claim of T&W under this paragraph.
 18. **LIABILITY OF CUSTOMER:** The Customer agrees to indemnify T&W against all loss, expenses, penalties, damages, condemnations and legal costs which T&W may suffer or may be required or condemned to pay for personal injuries (including death) and/or property damage suffered by any person by reason of the operation, handling, transportation or use of the Equipment, by or under the hands of the Customer or the latter's employees, agents or carriers. The Customer hereby renounces all claims which he (it) may have against T&W for any loss or damage which he may suffer either directly or indirectly, by reason of the condition of the Equipment or its suitability for the work it may be required to perform.
 19. **INSPECTION:** Before the Equipment is loaded for transit to the Customer, the Customer may require an inspection thereof may by a competent authority, and if the Equipment is proven not to be satisfactory in the condition regulated by this Agreement, the cost of the inspection shall be paid by T&W. If the Customer fails to have such an inspection made, the Equipment shall be presumed for all purposes hereof to be in good condition and fitting for use when delivered to the Customer or his agent. T&W shall have the right at any time to enter upon the premises or place where the Equipment is located and shall be given free access thereto and effected all necessary facilities for the purpose of inspecting the Equipment.
 20. **DAMAGE WAIVER:** If the Customer has accepted the DAMAGE WAIVER by not checking his rejection and initialling the appropriate portion of this Agreement, the Customer shall have no responsibility for physical damage to the Equipment except the following for which Customer shall be responsible:
 - (a) The first \$250.00 of loss or damage from any cause other than those losses or damages set forth in paragraphs (b), (c), (d), (e), (f), (g), (h), (i) and (j), below for which Customer shall be fully responsible and liable, with respect to each individual item of Equipment.
 - (b) The first \$250.00 of loss or damage from any cause other than those losses or damages set forth in paragraphs (a), (c), (d), (e), (f), (g), (h), (i) and (j), below for which Customer shall be fully responsible and liable, with respect to motor trucks, excluding fork lifts.
 - (c) Loss or damage resulting from overloading or exceeding the rated capacity of Equipment.
 - (d) Loss or damage to motor, to other electrical appliances or devices caused by artificial electrical current.
 - (e) Damage to tires and tubes caused by blowouts, bruises, cuts, road hazards or other causes inherent in the use of Equipment.
 - (f) Loss or damage resulting from lack of lubrication or other normal services of Equipment.
 - (g) Loss or damage due to theft, mysterious disappearance, or shortage disclosed on inventory.
 - (h) Loss or damage caused by inability of Customer, his employees, or persons to whom the Equipment is entrusted.
 - (i) Use of the Equipment in violation of any of the terms of this Agreement.
 - (j) Customer further agrees that T&W shall be subrogated for any recovery right that Customer may have for damage to the Equipment rented hereunder in the form of insurance proceeds for such damage.

If Customer has insurance covering such loss or damage, Customer shall exercise all rights available upon him under said insurance, take all action necessary to process said claim and Customer further agrees to assign said claim and pay any and all proceeds from such insurance to T&W. Upon request to T&W, Customer shall furnish name of his insurance agent, insurance company and complete information concerning insurance coverage carried T&W's review of claim against Customer as herein set forth is contingent upon Customer's prompt making of and submission to T&W of copy of police report.

10(g)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-241

AGREEMENT: (P1) A by-law to authorize an agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of the Environment for Source Protection Municipal Implementation Fund Grant Funding.

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

1. **EXECUTION OF 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 an agreement dated December 13, 2013 between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of the Environment for Source Protection Municipal Implementation Fund Grant Funding, attached as Schedule "A" hereto.

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 2nd day of December, 2013.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

**SOURCE PROTECTION MUNICIPAL IMPLEMENTATION FUND
GRANT FUNDING AGREEMENT**

THE AGREEMENT effective as of December 13, 2013 (the "Effective Date").

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of the Environment

(the "Province")

- and -

The Corporation of the City of Sault Ste. Marie

(the "Municipality")

BACKGROUND:

The Province funds projects similar to the Project, defined in Article 1.

As described in Schedule A, the Source Protection Municipal Implementation Fund provides one-time funding to offset a portion of the costs for small, rural municipalities in preparing to implement and implementing source protection plans.

The Municipality requires funding from the Province to assist the Municipality in carrying out the Project and the Province wishes to provide such funds.

CONSIDERATION:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the parties agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 In the Agreement, the following terms shall have the following meanings:

"Agreement" means this agreement entered into between the Province and the Municipality and includes all of the schedules listed in section 19.1 and any amendments.

"Conflict of Interest" includes any circumstances where in relation to its performance

10(g)

Grant Funding Agreement

under the Agreement, the Municipality's or its officers, employees or agents other commitments, relationships or financial interests could, or could be seen to, interfere with the Municipality's objective, unbiased and impartial judgment relating to the Project and the use of the Funds or could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

"Funds" means the money the Province provides to the Municipality pursuant to the Agreement.

"Indemnified Parties" means her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees.

"Maximum Funds" means a total amount of up to \$90,000 which consists of \$75,000 together with up to \$15,000 collaboration incentive funding (if applicable) as determined by the Province pursuant to section 3.1(a).

"Project" means any of the eligible activities described in section B.1 of Schedule "B" undertaken by the Municipality.

**ARTICLE 2
TERM OF THE AGREEMENT**

- 2.1 The term of the Agreement shall commence on the Effective Date and shall expire on March 31, 2016 unless terminated earlier pursuant to Article 9. The Municipality shall, upon expiry or termination of the Agreement, return to the Province any Funds remaining in its possession or under its control.

**ARTICLE 3
FUNDS AND CARRYING OUT THE PROJECT**

- 3.1 The Province shall:
- (a) based upon the Province's assessment of the information provided by the Municipality in the collaboration statement set out in Schedule "D", determine the exact amount of the \$15,000 collaboration incentive funding which will form part of the Maximum Funds and provide notification of that exact amount to the Municipality;
 - (b) provide the Municipality up to the Maximum Funds for the purpose of carrying out the Project; and
 - (c) provide the Funds to the Municipality in accordance with the payment schedule attached to the Agreement as Schedule "C" or at any other time for any reason in the sole discretion of the Province.

*Grant Funding Agreement***3.2 Despite section 3.1 the Province:**

- (a) is not obligated to provide instalments of Funds until it has approved the reports as set out in Schedule "C";
- (b) may adjust the amount of Funds it provides to the Municipality based upon the Province's assessment of the information provided by the Municipality pursuant to section 6.1.

3.3 The Municipality shall:

- (a) carry out the Project in accordance with the terms and conditions of the Agreement and in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) subject to section 3.3 (d), spend the Funds only on eligible costs and eligible activities as set out in Schedule "B"; and
- (d) notwithstanding anything else in this Agreement, not spend the Funds on any ineligible activities or ineligible costs as set out in Schedule "B".

3.4 The Municipality shall not make any changes to the Project without the prior written consent of the Province.**3.5 The Municipality acknowledges that the Funds available to it from the Province pursuant to the Agreement shall not exceed the Maximum Funds. The Municipality undertakes to incur all costs associated with the Project should it exceed the Maximum Funds.****3.6 The Province is not the owner of any intellectual property generated as a result of the Agreement.****ARTICLE 4
ACQUISITION****4.1 The Municipality agrees that if it buys any supplies, equipment or services with the Funds, it will ensure the best value for money.****ARTICLE 5
CONFLICT OF INTEREST****5.1 The Municipality shall avoid any Conflict of Interest in the performance of this Agreement and shall disclose to the Province, without delay, any actual or potential Conflict of Interest.**

ARTICLE 6 REPORTING, ACCOUNTING AND REVIEW

- 6.1 The Municipality shall submit to the Province all reports set out in Schedule "D" or any other reports as required by the Province. All reports will be approved by the Province.
- 6.2 The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' notice to the Municipality and during normal business hours, enter upon the Municipality's premises to review the progress of the Project and the Municipality's expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may:
- (a) inspect and copy any financial records (including invoices) and non-financial documents and records relating to the Funds or otherwise to the Project; and
 - (b) conduct an audit or investigation of the Municipality in respect of the expenditure of the Funds and/or the Project.
- 6.3 To assist in respect of the rights set out in section 6.2, the Municipality shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in a form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

ARTICLE 7 LIMITATION OF LIABILITY AND INDEMNITY

- 7.1 The Province's officers, employees and agents shall not be liable to the Municipality or any of the Municipality's personnel for costs, losses, claims, liabilities and damages howsoever caused (including any incidental, indirect, special or consequential damages, injury or any loss of use or profit of the Municipality) arising out of or in any way related to the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province's officers, employees and agents.
- 7.2 The Municipality shall indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province and its agents, appointees and employees.

10(g)

ARTICLE 8 INSURANCE

- 8.1 **Municipality's Insurance.** The Municipality represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Municipality's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a 30 day written notice of cancellation, termination or material change.
- 8.2 The Municipality shall provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 8.1. Upon the request of the Province, the Municipality shall make available to the Province a copy of each insurance policy.

ARTICLE 9 TERMINATION

- 9.1 The Province in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies of the Province under this Agreement or at law or in equity, may terminate the Agreement at any time, for any reason, upon giving at least 15 days notice to the Municipality.
- 9.2 If the Province terminates the Agreement, the Province may (i) demand the repayment of any Funds remaining in the possession or under the control of the Municipality and/or (ii) determine the reasonable costs for the Municipality to wind down the Project, and permit the Municipality to offset those wind down costs against any amount owing pursuant to (i); and/or (iii) subject to section 3.5, provide Funds to the Municipality to cover those wind down costs.

10(g)

ARTICLE 10 REPAYMENT

- 10.1 If, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may (i) reduce the amount of the Funds and, in consultation with the Municipality, change the Project or (ii) immediately terminate the Agreement. If the Province terminates the Agreement, the Province may (i) cancel all further instalments of Funds, and/or (ii) demand repayment as set out in Section 9.2(i) and/or (iii) determine reasonable costs as set out in Section 9.2(ii) and/or section 9.2(iii).
- 10.2 If in the sole opinion of the Province, the Municipality breaches any representation, warranty, covenant or other material term of the Agreement, fails to carry out the Project, fails to provide reports or improperly uses or spends Funds, the Province may (i) demand the repayment of any Funds remaining in the possession or under the control of the Municipality, (ii) demand the repayment of an amount equal to any Funds the Municipality used, but did not use in accordance with the Agreement, and/or (iii) demand the repayment of an amount equal to any Funds the Province provided to the Municipality.
- 10.3 If the Municipality fails to pay any amount demanded by the Province, the Municipality acknowledges and agrees that the Province may deduct any unpaid amount from any money payable to the Municipality by the Province, or may exercise any other remedies available to the Province to collect the unpaid amounts.
- 10.4 The Municipality shall pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and mailed to the Province at the address provided in section 11.1

ARTICLE 11 NOTICE

- 11.1 Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Municipality respectively as set out below, or as either party later designates to the other by notice:

To the Province:

Ministry of the Environment
40 St. Clair Ave. West,
14th Floor
Toronto, ON M4V 1M2

Attention: Manager,
Source Protection Implementation, Source Protection Programs Branch

Fax: 416-212-2757

Email: SourceProtectionFunding@ontario.ca

To the Municipality:

insert name of Municipality
address

Attention: person's name and position

Fax: fill in
Email: fill in

- 11.2 Notices shall be deemed to have been received (a) in the case of postage-prepaid mail, 7 days after a party mails the notice; or (b) in the case of email, personal delivery or fax, at the time the other party receives the notice. In the event of a postal disruption, notice by postage-prepaid mail shall not be deemed to be received and the party giving notice shall provide notice by email, personal delivery or by fax.

**ARTICLE 12
MUNICIPALITY'S POWER TO ENTER INTO AGREEMENT**

- 12.1 The Municipality represents and warrants that it has the full power and authority to enter into the Agreement.

**ARTICLE 13
SEVERABILITY OF PROVISIONS**

- 13.1 The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

**ARTICLE 14
WAIVER**

- 14.1 If a party fails to comply with any term of the Agreement, that party may only rely on a waiver of the other party if the other party has provided a written waiver in accordance with the notice provisions in Article 11. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

**ARTICLE 15
INDEPENDENT PARTIES**

- 15.1 The Municipality acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Municipality shall not take any actions that could establish or imply such a relationship.

**ARTICLE 16
GOVERNING LAW**

- 16.1 The Agreement and the rights, obligations and relations of the parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

**ARTICLE 17
FORCE MAJEURE**

- 17.1 Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Agreement where such delay or failure is caused by an event beyond its reasonable control.

**ARTICLE 18
SURVIVAL**

- 18.1 The provisions in Article 1, any other applicable definitions, sections 3.1(b), 3.1 (c), 6.1 (to the extent that the Municipality has not provided the reports to the satisfaction of the Province), 6.2, 6.3, Article 7, Section 9.2, Articles 10, 11, 13, 16, 18, 19, and 20, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of 7 years from the date of expiry or termination of the Agreement.

**ARTICLE 19
SCHEDULES**

- 19.1 The Agreement includes the following schedules: (a) Schedule "A" – Background and Objectives; (b) Schedule "B" – Eligible Costs and Activities; (c) Schedule "C" - Payment; and (d) Schedule "D" - Reports.

**ARTICLE 20
ENTIRE AGREEMENT**

- 20.1 The Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 20.2 The Agreement may only be amended by a written agreement duly executed by the parties.

The parties have executed the Agreement as of the Effective Date.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of the Environment**

Name: Ling Mark
Title: Director,
Source Protection Programs Branch
Pursuant to delegated authority

Date: _____

The Corporation of the City of Sault Ste. Marie

Name: Mayor - Debbie Amaroso
Title: _____
Date: DEC 02 2013

Name: City Clerk - Malcolm White
Title: _____
Date: DEC 02 2013

I/We have authority to bind the Municipality.

SCHEDULE "A"

BACKGROUND AND OBJECTIVES

A.1 BACKGROUND

Ontario is committed to protecting drinking water from source to tap. The *Clean Water Act, 2006* enables communities to protect their drinking water sources through the preparation of collaborative, locally developed, science-based assessment reports and source protection plans.

Municipalities have a key role to play in implementing these plans. On May 2, 2013 the Province announced, as part of the 2013 Ontario Budget, an investment to help support small municipalities protect existing and future sources of drinking water. The Source Protection Municipal Implementation Fund provides one-time funding to offset a portion of the costs for small, rural municipalities.

A.2 FUND OBJECTIVES

A.2.1 Source Protection Municipal Implementation Fund Objective and Goals

The objective of the Source Protection Municipal Implementation Fund is to provide funding to assist small, rural municipalities in fulfilling policy obligations for significant drinking water threats as specified in an approved or proposed source protection plan that has been submitted for approval.

Those with policy obligations under source protection plans, including municipalities, are required to undertake preparatory activities such as acquiring the necessary resources (human, financial and technical) to position themselves to deliver on their obligations under the *Clean Water Act, 2006* and source protection plans.

The goals of the Source Protection Municipal Implementation Fund are to help build municipal capacity to implement source protection plans; and support sustainable, local actions to protect drinking water.

A.2.2 Project Objectives

The objectives of the Project are for the Municipality to use the Funds toward fulfilling their responsibility to implement one or more of the following significant drinking water threat policies in an approved or proposed source protection plan that has been submitted for approval:

- Policies for the purpose of Part IV of the *Clean Water Act, 2006*;
- Policies that govern *Planning Act* decisions;
- Policies that establish education and outreach programs; or
- Policies that specify other types of actions the municipality is required to take.

A.3 COLLABORATION INCENTIVE

To support the development of sustainable, local actions to protect drinking water and to help increase collaboration efforts among municipalities, up to \$15,000 in funding from the Source Protection Municipal Implementation Fund is available to each eligible municipality that collaborates with other municipalities. The Maximum Funds amount referenced in Article 1 includes the amount of up to \$15,000. As set out in section 3.1(a), the Province will determine the exact amount of the collaboration incentive funding based on the information set out in the collaboration statement referred to in Schedule "D." In order to receive any of the \$15,000, the Municipality must complete the collaboration statement and provide it to the Province by the due date shown in Schedule "D". The Province will subsequently notify the Municipality of the amount of collaboration incentive funding the Municipality is entitled to, based on the collaboration statement.

The Municipality's eligibility for this collaboration incentive funding is dependent upon the number of other municipalities that the Municipality has joined with to perform the Project. The Municipality may receive one of following amounts: \$5,000 for collaborating with one to two other municipalities; or \$10,000 for collaborating with three other municipalities, or \$15,000 for collaborating with four or more other municipalities.

To be eligible for this collaboration incentive funding, the Municipality must meet the following criteria:

- a) Municipal collaborator(s) are located in a source protection area and have vulnerable areas where activities could be a significant drinking water threat;
- b) Collaboration activities are related to the eligible activities listed in Schedule "B," section B.1; and
- c) Collaboration activities must take place within a reasonable time frame.

SCHEDULE "B"

ELIGIBLE COSTS AND ACTIVITIES

B.1 Eligible Activities

The Municipality may only spend the Funds on the following eligible activities undertaken by the Municipality, or are undertaken on the Municipality's behalf, between December 13, 2013 and December 7, 2015 that are directly related to the following:

Risk management

- a) Establishing and enforcing risk management plans under Part IV of the *Clean Water Act, 2006*;
- b) Communication with landowners affected by policies pertaining to Part IV of the *Clean Water Act, 2006*;
- c) Refining the number of threats within the Municipality pertaining to Part IV of the *Clean Water Act, 2006*;

Land use policies

- d) Implementing the Municipality's municipal land-use planning policies related to activities that are identified as significant drinking water threats;

Education and outreach

- e) Implementing education and outreach policies to address significant drinking water threats;

Other activities

- f) Working with the local source protection authority and local source protection committee to understand the Municipality's requirements under the source protection plan;
- g) Developing and/or modifying the Municipality's business processes in order to implement significant drinking water threat policies;
- h) Establishing processes for information sharing among municipalities and source protection authorities;
- i) Developing a reporting framework for the Municipality that aligns with the collection of data under section 65 of Ontario Regulation 287/07, made under the *Clean Water Act, 2006*; and
- j) Other activities the Municipality undertakes to fulfill its requirements to implement

significant drinking water threat policies.

B.2 Ineligible Activities

The following activities are not eligible for funding under the Agreement and the Municipality may not spend the Funds on the following:

- a) Refining the number of threats within the Municipality not pertaining to Part IV of the *Clean Water Act, 2006*;
- b) Threat refinement work already funded by the Province through source protection authorities;
- c) Activities that are already funded through another program, funding body, partners, or other means;
- d) Activities that are funded by the Source Protection Municipal Implementation Fund through another municipality;
- e) Fulfilment of the Municipality's responsibilities as a property owner undertaking activities identified as significant drinking water threats;
- f) Fulfilment of the Municipality's responsibilities under other legislation (e.g., Building Code); and
- g) Activities not related to fulfilling the Municipality's requirements to implement significant drinking water threat policies specified in an approved or proposed source protection plan that has been submitted for approval.

B.3 Eligible Costs

The eligible costs listed below must be directly related to the source protection implementation activities outlined in B.1:

- a) Municipal staff salaries and benefits for time spent working on the Project (such as hiring or re-assigning Municipal staff to serve as Risk Management Officials and Risk Management Inspectors as specified under the *Clean Water Act, 2006*; or administrative support required to establish and/or maintain the Risk Management Office);
- b) Fees incurred for contracted professional services from professionals, technical personnel, consultants, and contractors for work on the Project (such as hiring a consultant to support the Risk Management Official in determining appropriate measures the Municipality should include in a risk management plan); and
- c) Printing and distribution costs related to education and outreach programs and activities necessary to implement a source protection plan.

10(c)

B.4 Ineligible Costs

The following costs are not eligible for funding under the Agreement and the Municipality may not spend the Funds on the following:

- a) Travel, meals, accommodation and hospitality;
- b) Overhead (such as rent, utilities, human resources services, office supplies);
- c) Capital (such as vehicles, office furniture, computers, software licenses, etc.);
- d) Training (including staff and contracted professional services associated with training);
- e) Land expropriation or purchase;
- f) Incentives or compensation for property owners; and
- g) Costs for establishing risk management plans if costs have been or will be recovered from property owners.

10(g)

SCHEDULE "C"

PAYMENT

MILESTONE	AMOUNT
Following Province execution of Agreement	\$30,138
Following Province approval of progress report as indicated in Schedule D (if applicable)	\$29,905
Following Province approval of collaboration statement as indicated in Schedule D (if applicable)	Up to \$15,000 as determined by the Province (see Schedule "A," section A.3)
Following Province approval of final report as indicated in Schedule D	\$14,957

SCHEDULE "D"

REPORTS

Name of Report	Due Date
1. Collaboration Statement (if applicable)	December 12, 2014
2. Progress Report	December 12, 2014
3. Final Report	December 11, 2015
4. Other Reports as specified from time to time	On a date or dates specified by the Province.

Report Details

1. The Municipality will use the collaboration statement template to set out the following:

- (i) A brief description of the collaboration activities, the municipalities that are collaborating, and the lead organization for each activity;
- (ii) the policies that the activities are supporting;
- (iii) the timelines for each activity; and
- (iv) the contact information and signatures of the collaborating municipalities.

2. The Municipality will use the progress report template which will set out the following:

- (i) actions undertaken to the date of the report in relation to the eligible activities and related expenditures outlined in Schedule "B", sections B.1 and B.3;
- (ii) information on general progress under the Project, including how it is meeting the Project objectives outlined in Schedule "A", section A.2.2;
- (iii) an assessment of the Municipality's readiness to fulfill its responsibilities under the source protection plan(s); and
- (iv) an attestation confirming that all Project expenditures were spent in accordance with Schedule "B" and confirming the Project is in compliance with the terms and conditions of the Agreement signed by the Chief Administrative Officer, or equivalent unless otherwise agreed to by the Province.

3. The Municipality will use the final report template which will include the following:

- (i) a final description of the actions undertaken in relation to the eligible activities and related expenditures outlined in Schedule "B", sections B.1 and B.3;
- (ii) information on all progress under the Project, including a confirmation that the Project objectives outlined in Schedule "A", section A.2.2 were met;
- (iii) a final assessment of the Municipality's readiness to fulfill its responsibilities under the source protection plan(s);
- (iv) an attestation confirming that all Project expenditures were spent in accordance with Schedule "B" and confirming the Project is in compliance with the terms and conditions of the Agreement signed by the Chief Administrative Officer, or equivalent unless otherwise agreed to by the Province;
- (v) a description of the status of the progress made as a result of the collaboration activities, including any variance from the information provided in the collaboration statement; and
- (vi) an accounting of any unspent Funds and an explanation as to why there are remaining Funds.

4. Other Reports:

- (i) the Province will specify the timing and content of any other Reports as may be necessary.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2013-235

FEES: (P1.6) A by-law to amend Committee of Adjustment By-law 2010-87.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 69 of the *Planning Act*, R.S.O. 1990, Chapter P.13 and amendments thereto **ENACTS** as follows:

1. **AMENDMENTS TO BY-LAW 2010-87**

- (a) Section 1(1) (Minor Variance Application (Single Unit Residential) of By-law 2010-87 is amended by deleting "\$350.00" and inserting "\$400.00",
- (b) Section 1(2) (Minor Variance Application (Multiple Unit <5 RA/R1 Zone) of By-law 2010-87 is amended by deleting "\$450.00" and inserting "\$500.00",
- (c) Section 1(3) (Minor Variance Application (Multiple Unit >4 & Other Zones) of By-law 2010-87 is amended by deleting "\$550.00" and inserting "\$600.00",
- (d) Section 1(6) (Consent Application – New Lot Creation) of By-law 2010-87 is amended by deleting "\$500.00" and inserting "\$600.00 + \$300.00/lot/app".
- (e) Section 1(7) Final Consent Application of By-law 2010-87 is amended by deleting "\$100.00" and inserting "\$150.00"; and
- (f) Section 1(10) Property Standards Appeal fee of By-law 2010-87 is amended by deleting "\$100.00" and inserting "\$200.00".

2. **EFFECTIVE DATE**

This by-law takes effect on January 1, 2014.

PASSED in open Council this 2nd day of December, 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

10(i)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2013-215

FINANCING: (F1.3) A by-law to authorize the borrowing of \$10,000,000 to meet current expenditures until taxes are collected.

WHEREAS the Council of The Corporation of the City of Sault Ste. Marie deems it necessary to borrow the sum of \$10,000,000 to meet, until the taxes are collected, the current expenditures for the year 2014; and

WHEREAS the total amount of the estimated revenues of the Corporation for the year 2013, not including revenues derived or derivable from the sale of assets, borrowings or issues of debentures or from a surplus, including arrears of taxes and proceeds from the sale of assets, is estimated to be in excess of \$182,600,000.

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie, pursuant to Subsection 407 of the *Municipal Act, 2001*, chapter M.45 and amendments thereto, **ENACTS** as follows:

1. The Mayor and the Treasurer are hereby authorized, on behalf of the Corporation, to borrow from time to time by way of promissory note from the City's Banker or any person, a sum or sums not exceeding \$10,000,000 to meet, until the taxes are collected, the current expenditures of the Corporation for the year, including the amounts required for the purposes mentioned in Subsection 407 of the *Municipal Act, 2001* and to give on behalf of the Corporation to the Bank or lender, a promissory note or notes, sealed with the corporate seal and duly signed for the moneys so borrowed, with interest, which may be paid in advance or otherwise, with interest at the Bank's prescribed lending rate or other persons' lending rate from time to time.
2. All the sums borrowed pursuant to the authority of this by-law, as well as all other sums borrowed in this year and in previous years from the said Bank or lender for any or all of the purposes mentioned in the said Subsection 407 shall, with interest thereon, be a charge upon the whole of the revenues of the Corporation for the current year and for all preceding years as and when such revenues are received.
3. The Treasurer is hereby authorized and directed to apply in payment of all sums borrowed as aforesaid, together with interest thereon, all of the moneys hereafter collected or received either on account or realized in respect of taxes levied for the current year and preceding years or from any other source which may lawfully be applied for such purpose.
4. This by-law is effective January 1st, 2014.

PASSED in open Council this 2nd day of December, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

staff/by-laws/2013/2013-215/cf

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(i)

Schedule to By-law 2013-215

E-FORM 348 (04/2009)

ONTARIO MUNICIPAL CORPORATIONS TEMPORARY BORROWING BY-LAW

The Corporation of the City of Sault Ste. Marie (the "Municipality") By-law No. 2013-215 being a by-law to authorize temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2014.

WHEREAS Section 407 of the *Municipal Act, 2001*, as amended, provides authority for a council by by-law to authorize the head of council or the treasurer or both of them to borrow from time to time, such sums as the council considers necessary to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the year; and

WHEREAS the total amount which may be borrowed from all sources at any one time to meet the current expenditures of the Municipality, except with the approval of the Municipal Board, is limited by Section 407 of the *Municipal Act, 2001*;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE ENACTS AS FOLLOWS:

1. The head of council or the treasurer or both of them are hereby authorized to borrow from time to time during the fiscal year (hereinafter referred to as the current year) such sums as may be necessary to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the current year.
2. The lender(s) from whom amounts may be borrowed under authority of this by-law shall be Royal Bank of Canada and such other lender(s) as may be determined from time to time by by-law of council.
3. The total amount which may be borrowed at any one time under this by-law plus any outstanding amounts of principal borrowed and accrued interest under Section 407 together with the total of any similar borrowings that have not been repaid, shall not exceed from January 1 to September 30 of the current year, 50 percent of the total estimated revenues of the Municipality as set out in the budget adopted for the current year, and from October 1 to December 31 of the current year, 25 percent of the total of the estimated revenues of the Municipality as set out in the budget adopted for the current year or \$10,000,00.00, whichever is less.
4. The treasurer shall, at the time when any amount is borrowed under this by-law, ensure that the lender is or has been furnished with a certified copy of this by-law, (a certified copy of the resolution mentioned in section 2 determining the lender,) if applicable, and a statement showing the nature and amount of the estimated revenues for the current year and also showing the total of any other amounts borrowed from any and all sources under authority of section 407 of the *Municipal Act* that have not been repaid.
5. a) If the budget for the current year has not been adopted at the time an amount is borrowed under this by-law, the statement furnished under section 4 shall show the nature and amount of the estimated revenues of the Municipality as set forth in the budget adopted for the previous year and the nature and amount of the revenues received for and on account of the current year.
b) If the budget for the current year has not been adopted at the time an amount is borrowed under this by-law, the limitation on borrowing set out in section 3 shall be calculated for the time being upon the estimated revenues of the Municipality as set forth in the budget adopted for the previous year less all revenues received for and on account of the current year.
6. For purposes of this by-law the estimated revenues referred to in section 3, 4, and 5 do not include revenues derivable or derived from, a) any borrowing, including through any issue of debentures; b) a surplus, including arrears of taxes, fees or charges; or c) a transfer from the capital fund, reserve funds or reserves.
7. The treasurer be and is hereby authorized and directed to apply in payment of all or, any sums borrowed under this by-law, together with interest thereon, all or any of the moneys hereafter collected or received, either on account of or realized in respect of the taxes levied for the current year and previous years or from any other source, that may be lawfully applied for such purpose.
8. Evidences of indebtedness in respect of borrowings made under section 1 shall be signed by the head of the council or conform to the treasurer or both of them.
9. The Bank shall not be responsible for establishing the necessity of temporary borrowing under this by-law or the manner in which the borrowing is used.
10. This by-law shall take effect on the final day of passing.

Enacted and passed this 2nd day of December, 2013.

Mayor – Debbie Amaroso

City Clerk – Malcolm White

10(j)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2013-216

FINANCING: (F1.3) A by-law to authorize the borrowing of \$15,000,000 to finance capital expenditures for short and long term purposes for The Corporation of the City of Sault Ste. Marie and \$6,200,000 for the Public Utilities Commission of the City of Sault Ste. Marie.

WHEREAS Section 401 of the *Municipal Act, 2001* states a municipality may borrow money or incur a debt for municipal purposes and may issue debentures for the money borrowed or for the debt; and

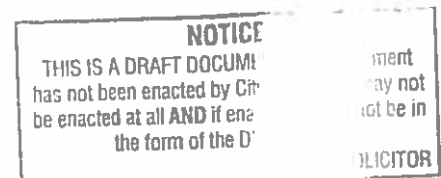
WHEREAS the Council of The Corporation of the City of Sault Ste. Marie deems it necessary to borrow the sum of \$15,000,000 for short and long term purposes, the capital expenditures of the Corporation under its construction by-laws shown on Schedule "A" hereto; and

WHEREAS the Public Utilities Commission of the City of Sault Ste. Marie deems it necessary to borrow the sum of \$6,200,000 for short and long term purposes;

WHEREAS the total amount of the estimated revenues of the Corporation for the year 2013 not including revenues derived or derivable from the sale of assets, borrowings or issues of debentures or from a surplus, including arrears of taxes and proceeds from the sale of assets is estimated to be in excess of \$182,600,000;

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

- I. The Mayor and the Treasurer are hereby authorized on behalf of the Corporation to borrow from time to time by way of promissory note from the City's Banker or any person a sum or sums not exceeding \$15,000,000 for short and long term purposes to finance the capital expenditures of The Corporation of the City of Sault Ste. Marie under its construction by-laws as shown on Schedule "A" hereto, which schedule forms part of this by-law, and to give on behalf of the Corporation to the Bank or lender a promissory note or notes sealed with the corporate seal and duly signed for the moneys so borrowed with interest which may be paid in advance or otherwise, with interest at the bank's prescribed lending rate or other persons' lending rate from time to time.
2. The Public Utilities Commission of the City of Sault Ste. Marie is hereby authorized to borrow from time to time by way of promissory note from the City's Banker or any person a sum or sums not exceeding \$6,200,000 for short and long term purposes to finance the capital expenditures of the Public Utilities Commission of the City of Sault Ste. Marie.
3. All sums borrowed pursuant to the authority of this by-law as well as all other sums borrowed by the Corporation in this year and in previous years from the said Bank or lender and remaining unpaid shall, with interest thereon, be a charge upon the whole of the revenues of the Corporation for the current year and for all preceding years as and when such revenues are received.



10(j)

- 2 -

4. The Treasurer is hereby authorized and directed to apply in payment of all sums borrowed as aforesaid, together with interest thereon, all of the moneys hereafter collected or received either on account or realized in respect of taxes levied for the current year and preceding years or from any other source which may lawfully be applied for such purpose.
5. Long term purposes is defined as a loan with a fixed rate and term.

PASSED in open Council this 2nd day of December, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

10(j)

Schedule A to By-law 2013-216
The Corporation of the City of Sault Ste. Marie

Financial Information at December 02, 2013

Construction By-law		Estimated Capital Expenditure
2005-128	Constr. of New Arena - Sports Entertainment Centre - City Funding - Federal/Provincial Subsidy - Less: Debt Issue	25,040,368.00 (4,640,368.00) (7,400,000.00) (11,220,000.00) 1,780,000.00
	Luxury Suites	1,000,000.00
(PUC) 2005-162	Intallation of 385 metres of 200 mm watermain and 19 water service laterals on Fourth Line E. from Great Northern Rd. to the east limit of Civic #742	(236,031.86 PUC Local Improvement)
(PUC) 2006-102	Intallation of 1421 metres of 250 mm watermain and 38 water service laterals and a pressure reducing station on Old Garden River Road from Civic #443 to south side of Third Line East	(1,043,472.00 PUC Local Improvement)
2007-18	Constr. of a Concrete Sidewalk, on Queen St. East from Dacey Rd. to Queensgate Blvd.	200,000.00
2010-56	Constr. of Concrete Sidewalk on Second Line West from Great Northern Rd. to Old Garden River Road	45,000.00
2011-19 amends by-law 2010-149	Constr. of West End Community Centre	5,850,000.00
2011-174	Constr. of Sanitary Sewer, Private Drain Connection and Class "A" Pavement on Queen St. East from Pim St. to Simpson St.	3,000,000.00
2011-199	Constr. of Sanitary Sewer, Private Drain Connection and Class "A" Pavement on John St. from Conmee Ave. to Elm St.	610,000.00
		12,485,000.00

10(j)

Schedule A to By-law 2013-216
The Corporation of the City of Sault Ste. Marie
Financial Information at December 02, 2013

<u>Construction</u> <u>By-law</u>		<u>Estimated</u> <u>Capital</u> <u>Expenditure</u>
Sub-total		12,485,000.00
2012-161	Central Creek West Aqueduct Replacement on Central Street	512,235.38
2012-198	Constr. of Sanitary Sewer, Private Drain Connection and Class "A" Pavement on Kohler St. from Queen St. East to Wellington St. East	1,800,000.00
2012-199	Constr. of Sanitary Sewer, Private Drain Connection and Class "A" Pavement on Maretta St. from Wallace Terrace to Henrietta Ave.	1,600,000.00
2012-200	Constr. of Sanitary Sewer, Private Drain Connection and Class "A" Pavement on Queen St. East from Simpson St. to Pine St.	4,060,000.00
2013-79	Constr. of Heritage Discovery Centre - Ermatinger Clergue National Historic Site	850,000.00
2013-87	Fort Creek Aqueduct Replacement from Queen St. West to Albert St. West	2,947,733.64
2013-197	Constr. of Sanitary Sewer, Private Drain Connection and Class "A" Pavement on London St. from North St. to Tancred St.	1,723,000.00
2013-198	Constr. of Sanitary Sewer, Private Drain Connection and Class "A" Pavement on March St. from Queen St. E. to Wellington St. E.	1,108,000.00
2013-199	Constr. of Sanitary Sewer, Private Drain Connection and Class "A" Pavement on St. Andrews Terrace from John St. to North St.	1,730,000.00
2013-200	Constr. of Sanitary Sewer, Private Drain Connection and Class "A" Pavement on Forest Ave. from The Crescent to Simpson St.	1,187,000.00
		30,002,969.02

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2013-233

LANE ASSUMPTION: (Map 56) A by-law to assume for public use and establish as a public lane, a lane in the Lloyd Subdivision, Plan 7666.

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**

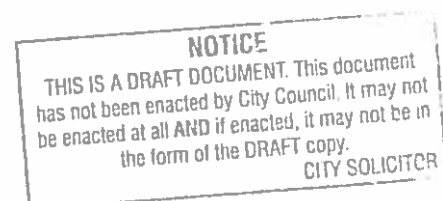
The by-law takes effect on the day of its final passing.

PASSED in open Council this 2nd day of December, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

c:\LEGAL\STAFF\BYLAWS\2013\2013-233 Lane ASSUMP Lloyd Sub



10(K)

SCHEDULE "A" TO BY-LAW 2013-233 AND BY-LAW 2013-234

PIN 31581-0304 (LT)

LANE PL 7666 KORAH ABUTTING THE SLY LIMIT OF LT 76 TO 93 PL 7666; SAULT STE. MARIE

Part of Map 56

TERRACE									
190	186	376	378	396	400	404	408	412	416
SF	SF	2F	2F	SF	SF	SF	SF	SF	2F
BD of ED									
389	393	401	407	415	433	441	445	449	453
2F	SF	SF	SF	SF	SF	SF	SF	SF	SF
461	465	469	473	477	481	485	489	493	497
SF	SF	SF	SF	SF	SF	SF	SF	SF	SF

STREET

158	154	150	146	142	138	134	130	126	122
SF	SF	SF	SF	SF	SF	SF	SF	SF	SF
461	465	469	473	477	481	485	489	493	497
SF	SF	SF	SF	SF	SF	SF	SF	SF	SF

RUTH

163	159	155	151	147	143	139	135	131	127	123
SF	SF	SF	SF	SF	SF	SF	SF	SF	SF	SF
164	156	152	148	140	136	132	128	124	120	116
SF	SF	SF	SF	SF	SF	SF	SF	SF	SF	SF

ESTELLE

163	159	151	147	141	135	131	125	119
SF	3F	SF	2F	SF	SF	2F	SF	SF

SF	SF	SF	2F	SF	2F	2F	SF	SF	SF	SF
166	162	158	154	150	146	142	138	134	130	126

HENRIETTA

171	167	163	159	155	151	147	143	139	135	131	127
SF	SF	SF	SF	SF	SF	SF	SF	SF	SF	SF	SF
172	168	164	160	156	152	148	144	140	136	132	128
SF	SF	SF	SF	SF	SF	SF	SF	SF	SF	SF	SF

STREET

ETTA

460	454	448	442	436	430	424	418	412	406
SF	SF	SF	SF	SF	SF	SF	SF	SF	SF
114	110	106	102	98	94	90	86	82	78
SF	SF	SF	SF	SF	SF	SF	SF	SF	SF

STREET

100	104	108	112	116	120	124	128	132	136	140	144
SF	SF	SF	SF	SF	SF	SF	SF	SF	SF	SF	SF
148	152	156	160	164	168	172	176	180	184	188	192
SF	SF	SF	SF	SF	SF	SF	SF	SF	SF	SF	SF

St. Ther
School
338

116	112	108	104	100	96	92	88	84	80	76	72
SF	SF	SF	SF	SF	SF	SF	SF	SF	SF	SF	SF
148	152	156	160	164	168	172	176	180	184	188	192
SF	SF	SF	SF	SF	SF	SF	SF	SF	SF	SF	SF

Subject
Property

123	121	119	117	115	113	111	109	107	105	103	101
SF	SF	SF	SF	SF	SF	SF	SF	SF	SF	SF	SF
148	152	156	160	164	168	172	176	180	184	188	192
SF	SF	SF	SF	SF	SF	SF	SF	SF	SF	SF	SF

MOODY

ARWELL

193	189	185	181	177	173	169	165	161	157	153	149
SF	SF	SF	SF	SF	SF	SF	SF	SF	SF	SF	SF
148	152	156	160	164	168	172	176	180	184	188	192
SF	SF	SF	SF	SF	SF	SF	SF	SF	SF	SF	SF

FRANKLIN

THE CORPORATION OF THE CITY OF SAULT STE.MARIE**BY-LAW 2013-229**

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 197 to the Official Plan for the City of Sault Ste. Marie (Steven Roberts 1325 Old Garden River Road).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 21 of the *Planning Act*, R.S.O. 1990, chapter P.13 and amendments thereto, **ENACTS** as follows:

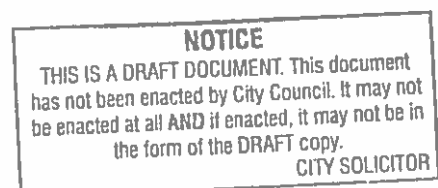
1. The Council hereby adopts Amendment No. 197 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 2nd day of December, 2013.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

Staff/Legal/Zoning/2013/2013-229 Roberts 1325 Old Garden River



**AMENDMENT NO. 197
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to the Text of the Official Plan as it relates to the Rural Area policies of the Official Plan.

LOCATION

PLAN H738 LOT 18 PT RCP, located on the south side of Old Garden River Road. Civic No. 1325 Old Garden River Road.

BASIS

This Amendment is necessary in view of a request to permit the creation of two (2) new lots for rural residential purposes.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

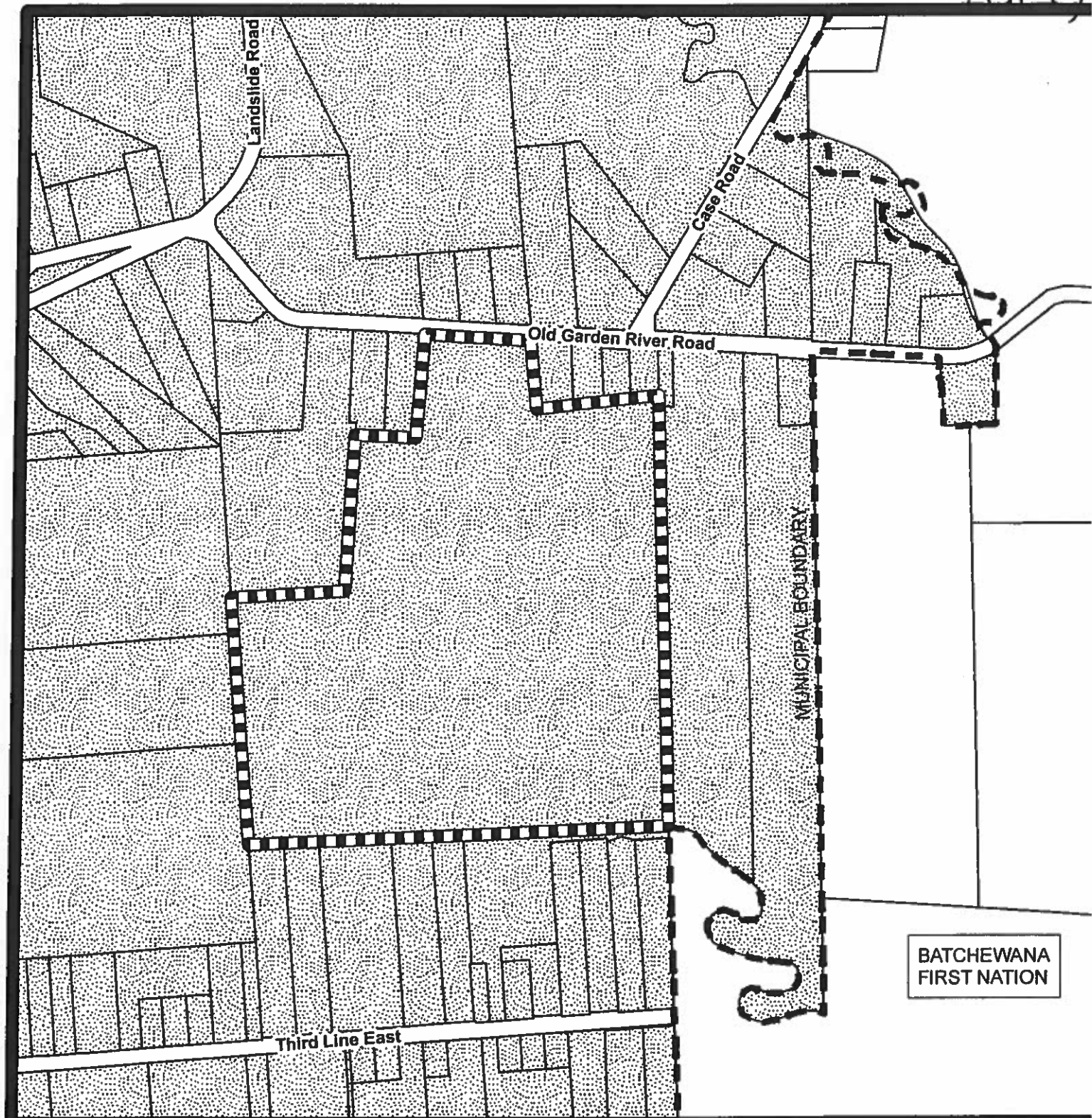
"Special Exceptions"

134. Notwithstanding the Rural Area policies of the Official Plan, lands described as PLAN H738 LOT 18 PT RCP, located on the south side of Old Garden River Road. Civic No. 1325 Old Garden River Road. may be used to create two (2) new rural residential lots.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.

10(1)



OFFICIAL PLAN LAND USE MAP OP SCHEDULE "C"

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



Subject Property = 1325 Old Garden River

Land Use Designation

Rural Area

OFFICIAL PLAN
AMENDMENT
NUMBER 197



METRIC SCALE
1 : 7000

MAP REFERENCE
131 & 1-131

MAIL LABEL
A-21-13-OP

ROLL NUMBER
030-082-061-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-230

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 2nd day of December, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

SCHEDULE "A"

10(m)

ADGE	SPECIAL CONSTABLE	EMPLOYER	PROPERTY LOCATION
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 4W/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 & 218 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
183	BUMBACCO, PHILIP, CARMEN	ALGOMA CENTRAL PROP	STATION MALL/STATION 4W/STATION TOWER
178	D'AGOSTINI, ROSEMARY	DR. RAYMOND CHO	71 & 131 EAST ST.
191	BROWN, STEVEN, GEORGE	SEP. SCHOOL BOARD	SEPARATE SCHOOL BOARD PROPERTIES
198	SEABROOK, LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 4W/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
248	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 REALTY 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, KENNETH	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	LAFRAMBOISE, 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 REALTY 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	MARCEL, 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	HALLIDAY, DANA	SAULT COLLEGE	SAULT COLLEGE
447	FRIGAUT, JESSE	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, DAN	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 / NORPR	SAULT AREA HOSPITAL / REGENT PRO./S. COLLEGE/QUEENSCENTRE/GHC/APH

481 FORD,BRIAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
482 LEWCELLE,BRACE	CORPS OF COMM	SAULT AREA HOSPITAL
484 MCLEOD,VIRGINA	CITY OF SAULT STE MARIE BELLUVE MARINA & BONDAR MARINE & PARK	
485 ARMSTRONG,KENNETH	CITY OF SAULT STE MARIE BELLUVE MARINA & BONDAR MARINE & PARK	
486 LONGO,NADIA	GT.NORTHERN RET.HOME	780 GREAT NORTHERN RD.
487 ROUGEAU,MARISA	GT.NORTHERN RET.HOME	780 GREAT NORTHERN RD.
488 LEFLEUR,MARILYN	GT.NORTHERN RET.HOME	780 GREAT NORTHERN RD.
489 MCQUEEN,WANDA	GT.NORTHERN RET.HOME	780 GREAT NORTHERN RD.
490 LUXTON,JEFF	GT.NORTHERN RET.HOME	780 GREAT NORTHERN RD.
492 PARKER,MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
493 BROWN,FRASER	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
494 SHEWFELT,CODY	G4S SECURE SOLUTIONS	AIRPORT
497 ALLEN,ROBERT	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
498 MARQUES,STEVEN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
499 SCALI,NICOLA	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
500 EASBY,JOSHUA	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
501 QUARRELL,ROBERT	ELSTRONG MANAGEMENT	621,827,831 MACDONALD AVE
502 HAMEL,CHRIS	ELSTRONG MANAGEMENT	621,827,831 MACDONALD AVE
503 HAMEL,MELANIE	ELSTRONG MANAGEMENT	621,827,831 MACDONALD AVE
505 JONES,CHELSEY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
507 SMYTHE,RICHARD	BANK OF MONTREAL	556 QUEEN ST E
509 MATTALO,JOE	CORPS OF COMM	SAULT AREA HOSPITAL
511 ADAIR,BRENDAN	CORPS OF COMM	SAULT AREA HOSPITAL
512 DIMMA,JUSTIN	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
513 MEINCKE,KEN	CORPS OF COMM	SAULT AREA HOSPITAL
514 BONIFERRO,BRIAN	CORPS OF COMM	SAULT AREA HOSPITAL
515 MANGONE,MATT	CORPS OF COMM	SAULT AREA HOSPITAL
516 GAY,JAMES	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
517 ROY,BRENDA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
518 TREPASSO,GRANT	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
519 FRAGOMENI,JOSEPH	CORPS OF COMM	SAULT AREA HOSPITAL
520 THOMPSON,JOHN	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
522 MCNAMA,STEVEN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
523 MCBRIDE,GUY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
524 DUNLOP,DAVID	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
525 IACHETTA,CHRIS	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
526 JOHNSTON,CORY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
527 KOZAK,EMILIE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
529 ROMAIN,GERALDINE	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
530 WADE,SAMUEL	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
531 AHIAEGBE,ENOBUOMEN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
532 BROUILLARD,BERNARD	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
533 STILLERT,CHRISTIAN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
534 LADOUCEUR,RACHAEL	CORPS OF COMM	SAULT AREA HOSPITAL
535 HUTZAN,CHRISTIAN	CORPS OF COMM	SAULT AREA HOSPITAL
536 SAUERZOFF,JUSTIN	CORPS OF COMM	SAULT AREA HOSPITAL
537 GRAWBARGER,KYLE	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
538 MCCAIG,BRANDON	CORPS OF COMM	SAULT AREA HOSPITAL
539 CUTLER,JESSE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
540 ZEPPIA,ROBERT	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
541 DIMMA,WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
542 RALPH,NANCY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
543 HAYNES,MICHAEL	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
544 NELSON,MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
545 GRECO,BRYAN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
546 ZORIT,TRAVIS	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547 LIEPA,MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548 CARON,ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR.(CIVIC CENTRE)
549 WICKSTROM,IZAAK	G4S SECURE SOLUTIONS	AIRPORT
550 BADU,EDMUND	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
551 PIPER,ADAM	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
552 SENEGAL,GUDUR,DANIEL	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
553 ST.PIERRE,WILLIAM	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
554 IRWIN,JACOB	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
555 ROY,DARCY	G4S SECURE SOLUTIONS	AIRPORT
556 ARCAND,SCOTT	G4S SECURE SOLUTIONS	AIRPORT
557 HUTCHING'S GEORGE	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
558 LARKIN,NICHOLAS	CORPS OF COMM	SAULT AREA HOSPITAL
559 SUMMERS,STEPHEN	CORPS OF COMM	SAULT AREA HOSPITAL
560 ADDISON,CHRISTOPHER	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
561 CARTER,TIGER	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
562 DEARING,DEVIN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
563 FLEURY,TAMMY-JO	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
564 LAPRADE,DANIEL	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
565 LISCUMB,GERALD	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
566 SWEET,WILLARD	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
567 BOSTON,CODY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
568 PICK,DENNY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
569 ZEPPIA,JACOB	G4S SECURE SOLUTIONS	AIRPORT
570 BERTRAND,CHRISTOPHER	G4S SECURE SOLUTIONS	AIRPORT
571 BRESNAHAN,JAMES	SSM.AIRPORT CORP.	AIRPORT - SUPERVISOR OF BUSINESS OPERATIONS
572 BELANGER,COWAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
573 RHODES,LILIAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
574 BOUCHARD,DARYL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
575 LALOUE,DANIEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
576 HULL,BRADLEY	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
577 LARMIERE,EUGENE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
578 MAKI,ROBERT	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
579 SANTERRE,JAYCE	CORPS OF COMM	SAULT AREA HOSPITAL
580 CHARETTE,ROBERT	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
581 PAVONI,JORDAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
582 MAITLAND,DARLA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
583 MADIGAN,LORRI-ANNE	ELSTRONG MANAGEMENT	621,827,831 MACDONALD AVE
584 PROULX,PAUL	G4S SECURE SOLUTIONS	AIRPORT
585 WOODS,CAROL	G4S SECURE SOLUTIONS	AIRPORT
586 WERTH,KARL	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH

10(m)

587	GIULIETTI, MATTHEW	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
588	BRUCE-SHARP, MATTHEW	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
589	TWENTYMAN, DANIEL	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
590	WARMINGTON, KAYLA	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
591	KUSCH, CLINTON	G4S SECURE SOLUTIONS	AIRPORT/ HOSPITAL
592	ZACK, MOLLI	G4S SECURE SOLUTIONS	AIRPORT/ HOSPITAL
593	AMBEAULT, TYLER	G4S SECURE SOLUTIONS	AIRPORT/ HOSPITAL
594	PELOSO, MATT	G4S SECURE SOLUTIONS	AIRPORT/ HOSPITAL
595	SCHMIDT, DAVE	G4S SECURE SOLUTIONS	AIRPORT/ HOSPITAL
596	WAGNER, TODD	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
597	WALLS, BRIAN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
598	COULL, ROBIN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH

10/r

10(n)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-237

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 2nd day of December, 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 2nd day of December, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2013\2013-237 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

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION
(Section 5.1(g)(i) of the FIT Rules, Version 3.0)

OPARP/f-FIT-012r2

Resolution NO: _____ Date: DEC 02 2013

[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 340 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 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.)

Schedule "B"

10(n)

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

(Section 5.1(g)(i) of the FIT Rules, Version 3.0)

OPARP/F-FIT-012r2

Resolution NO: _____ Date: DEC 02 2013

[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 3.0.

[AND WHEREAS] F.J. Davey Home (the "Applicant") proposes to construct and operate a
roof top solar photovoltaic system

(the "Project") on 733 Third Line East (F.J. Davey Home) (the "Lands") in
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 NO. 2013-236**

STREETS: (S4) A by-law to amend Streets By-law 2008-131.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **AMENDMENTS TO BY-LAW 2008-131**

- (a) Section 13(7)(a) (Culverts) (Single Driveway) of By-law 2008-131 is amended by deleting "Nine Hundred and Fifteen Dollars (\$915)" and inserting "One Thousand Three Hundred Fifty Dollars (\$1,350)";
- (b) Section 13(7)(b) (Culverts) (Additional Length) of By-law 2008-131 is amended by deleting "One Hundred and Eighty Five Dollars (\$185)" and inserting "Two Hundred and Thirty Dollars (\$230)"; and
- (c) Section 13(7)(c) (Culverts) (Double Entrance Driveway) of By-law 2008-131 is amended by deleting "Seventeen Hundred and Eighty-Five Dollars (\$1,785)" and inserting "Two Thousand Six Hundred Thirty Dollars (\$2,630)".

2. **EFFECTIVE DATE**

This by-law takes effect on January 1, 2014.

PASSED in open Council this 2nd day of December, 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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-232

SUBDIVISION CONTROL: (PR7.1) A by-law to deem not registered for purposes of subdivision control certain lots in the Harris and Buckley Subdivision, pursuant to section 50(4) of the *Planning Act*.

WHEREAS section 50(4) of the *Planning Act* authorizes the Council of a municipality to designate by a by-law any plan of subdivision or part thereof that has been registered for 8 years or more as not being a plan of subdivision for subdivision control purposes; and

WHEREAS a plan of the Harris and Buckley Subdivision was registered in the Land Titles Division on May 22, 1901 as Plan M30; and

WHEREAS it is deemed expedient that a by-law be enacted pursuant to the said section 50(4) to designate part of the Harris and Buckley Subdivision as being not a registered plan of subdivision;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 50(4) of the *Planning Act*, R.S.O. 1990, Chapter P.13 and amendments thereto, **ENACTS** as follows:

1. **PART OF HARRIS AND BUCKLEY SUBDIVISION DEEMED NOT REGISTERED**

Lots 268 and 269, Plan M30, Harris and Buckley Subdivision, registered in the Land Titles System for the District of Algoma are hereby designated to be part of a plan of subdivision which shall be deemed not to be a registered plan of subdivision pursuant to section 50(4) of the *Planning Act*. The said lots together are hereby designated an area of subdivision control.

2. **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.

3. **EFFECTIVE DATE**

This by-law takes effect on the day that this by-law is registered in the Land Titles system pursuant to section 50(28) of the *Planning Act*.

PASSED in open Council this 2nd day of December, 2013.

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

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

10(q)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-240

TAXES (T1): A by-law to authorize an amount as a charge for a certified statement of tax account status (Tax Certificate) and to repeal By-laws 96-59, 2010-99 and 2011-37 and replace them with By-law 2013-240.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to section 352 of the *Municipal Act, 2001*, S.O. 2001, c. 25 **ENACTS** as follows:

1. CHARGE IMPOSED

The administration cost for the search and certified statement of tax account status (Tax Certificate) on each separate parcel shall be Sixty (\$60.00) Dollars.

2. BY-LAWS REPEALED AND REPLACED WITH BY-LAW 2013-240

By-laws 96-59, 2010-99 and 2011-37 are hereby repealed and replaced with By-law 2013-240.

3. EFFECTIVE DATE

This by-law takes effect on January 1, 2014.

PASSED in open Council this 2nd day of December, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

C:/staff/Bylaws/2013/2013-240 tax certificates

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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2013-228

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 46 Melrose Avenue (Major Contracting (Algoma) Limited).

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. **46 MELROSE AVENUE; LOCATED ON THE NORTHEAST CORNER OF MELROSE AVENUE AND BRUCE STREET**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on map 1-30 of Schedule "A" to By-law 2005-150, is changed from R3.S (Low Density Residential) zone with a "Special Exception" to R3.S (Low Density Residential) zone with an amended "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by amending subsection 2(284) with the following subsection 2(284) and heading as follows:

"2(284) 46 Melrose Avenue

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the northeast corner of Melrose Avenue and Bruce Street, and having civic no. 46 Melrose Avenue and outlined and marked "Subject Property" on the map attached as Schedule 284 hereto is changed from R3.S (Low Density Residential) zone with a "Special Exception" to R3.S (Low Density Residential) zone with an amended "Special Exception" to permit, in addition to those uses permitted in an R3 zone and those uses permitted under By-law 2005-151 subsection 2(284), two (2) 4-plexes subject to the following special conditions which apply to the said two (2) 4-plexes only:

- i) That the minimum setback from the west lot line be reduced from 4.5m to 3.05m;
- ii) That the required parking spaces be permitted to be located within the required front and exterior side yard;
- iii) That the required parking be reduced to eight (8) spaces, for the 4-plex uses only; and
- iv) That the barrier free parking spaces required need not be supplied in association with the 4-plex uses only."

3. **SCHEDULE "A"**

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

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

4. **CERTIFICATE OF CONFORMITY**

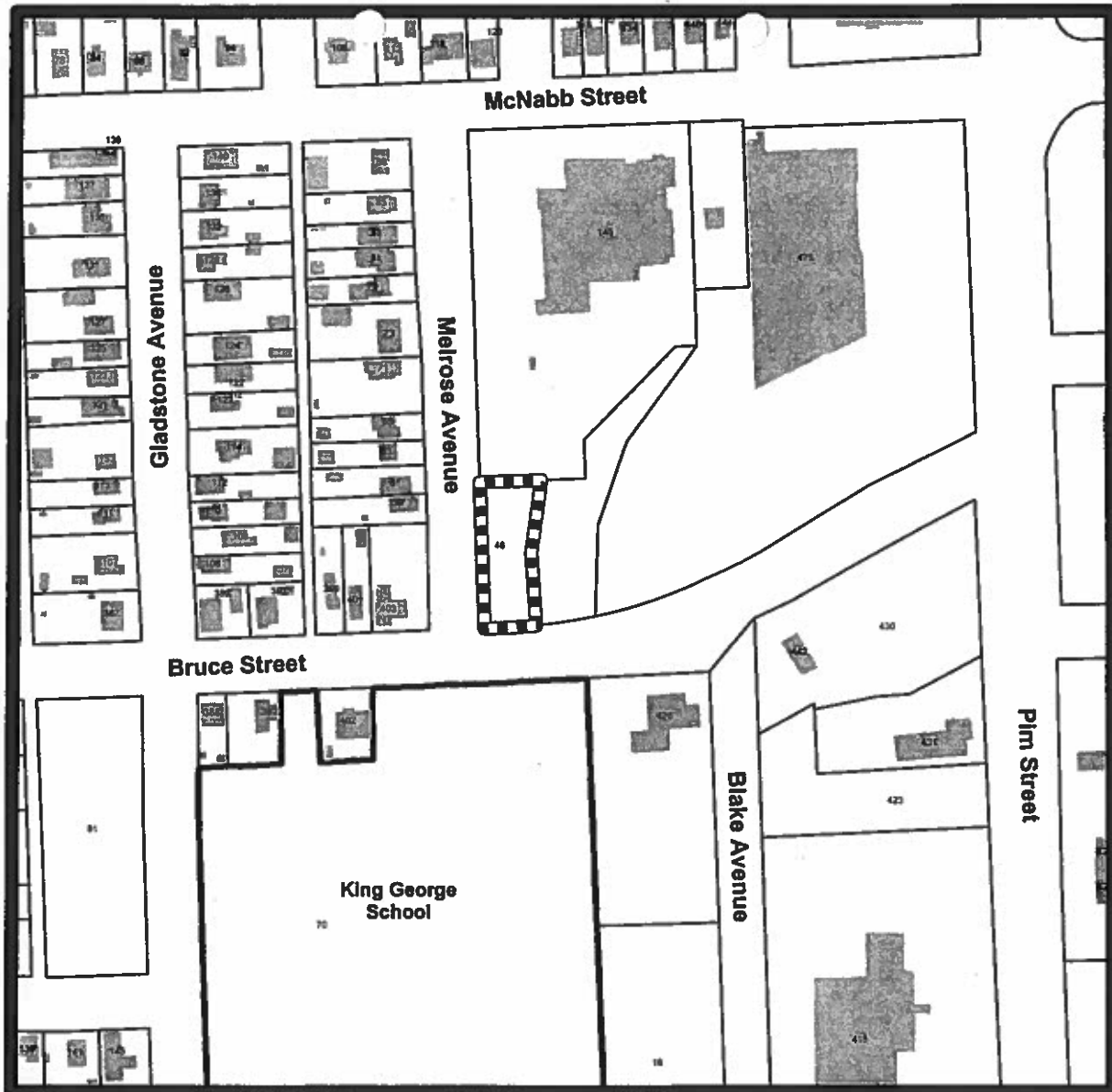
It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

PASSED in Open Council this 2nd day of December, 2013.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

SCHEDULE "A" TO BY-LAW 2013-228 AND
SCHEDULE 284 TO BY-LAW 2005-151



SUBJECT PROPERTY MAP

46 MELROSE AVENUE

Planning Application A-26-13-Z

Legend

 Subject Property = 46 Melrose Avenue



METRIC SCALE
1 : 1200

MAP REFERENCE
27 & 1-30

MAIL LABEL ID
A-26-13-Z

ROLL NUMBER
020-029-001-05

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2013-234

LANE CLOSING: (Map 56) A by-law to stop up, close and authorize the conveyance of a lane in the Lloyd Subdivision, Plan 7666.

WHEREAS the lane more particularly hereinafter described was established as a public lane and assumed for public use by By-law 2013-233;

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 2nd day of December, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

c://LEGAL\\STAFF\\BYLAWS\\2013\\2013-234 lane closing Lloyd sub

NOTICE

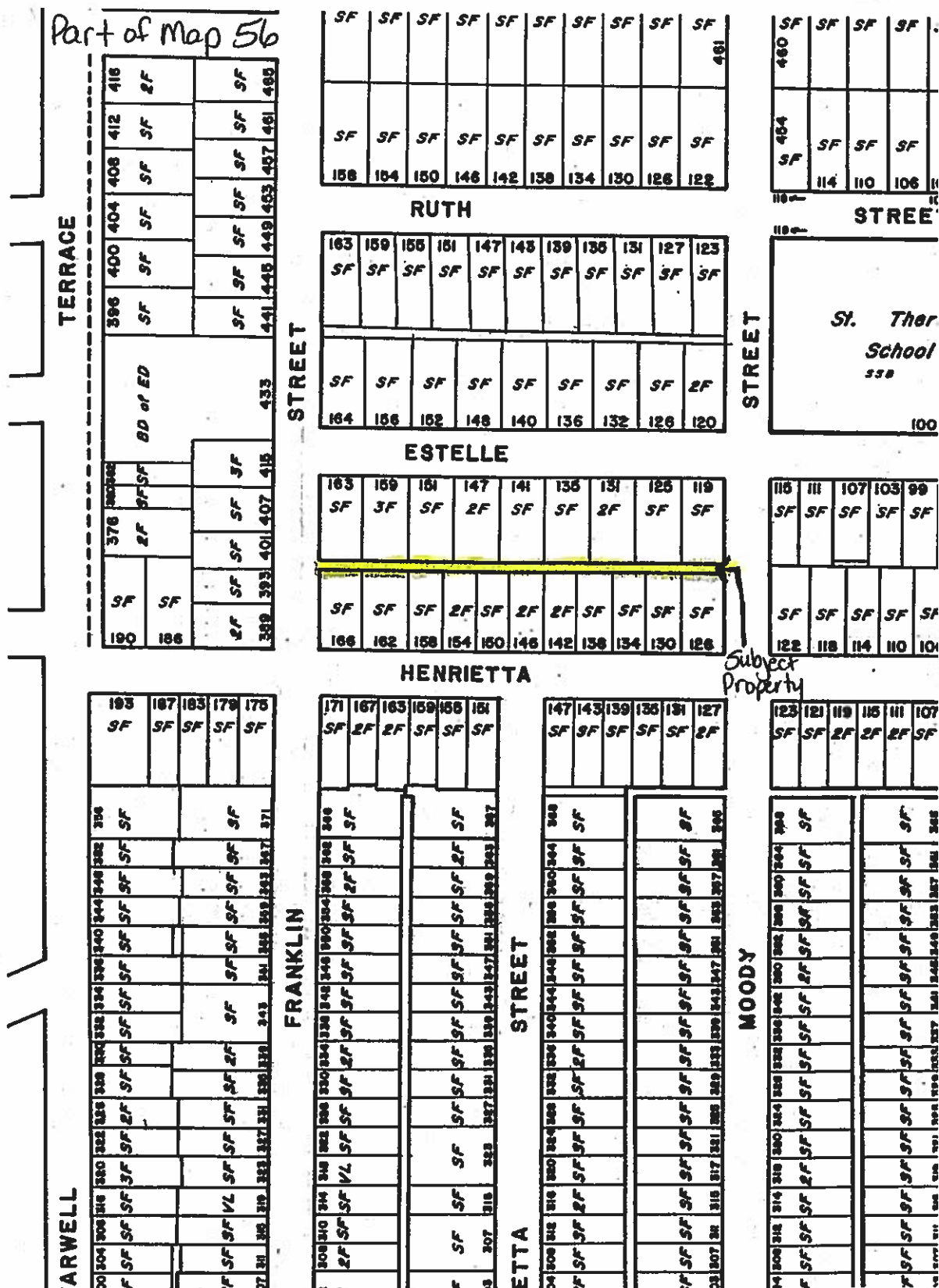
THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.

CITY SOLICITOR

SCHEDULE "A" TO BY-LAW 2013-233 AND BY-LAW 2013-234

PIN 31581-0304 (LT)

LANE PL 7666 KORAH ABUTTING THE SLY LIMIT OF LT 76 TO 93 PL
7666; SAULT STE. MARIE





Community Progress Report: Local Immigration Partnership Sault Ste. Marie 2009 - 2013



**SAULT STE. MARIE
LOCAL IMMIGRATION PARTNERSHIP**

Contents

Background	2
About the Local Immigration Partnership	4
Meet the Sault Ste. Marie Local Immigration Partnership	6
<i>2013-14 Local Immigration Partnership Committee Break Down</i>	6
Overview 2009-2013.....	11
2009 to 2013 Progress Report Chart.....	13
Community Participation and Implementation Overview.....	26
<i>Action Item: Strengthening Awareness of Immigrant Issues in the Local Community</i>	26
<i>Action Item: Employer Training in Integration Services</i>	33
<i>Action Item: Cultural Orientation Program Development</i>	35
Reported Immigrant Services and Programs	41
Direct and Indirect Service Provider Profile.....	44
Cultural Club Profile	65
Local Immigration Partnership Next Steps 2013-14	68
Testimonials	77
Appendix 1 – LIP General Membership	82
Appendix 2 – LIP Community Sponsorship	84
Appendix 3 – Sault Ste. Marie Challenges Report	85

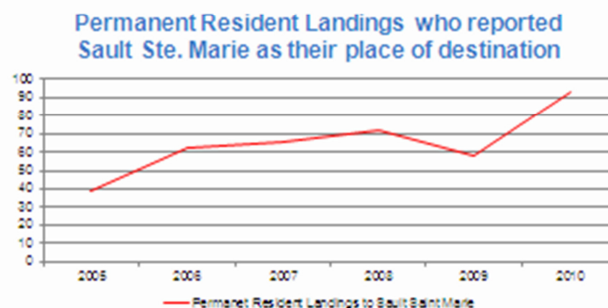
Background

Sault Ste. Marie, like most of Canada is experiencing an aging population as well as low birth rates and an overall declining population. In August 2008, a Population and Household Projections Report was delivered to City Council by the City of Sault Ste. Marie Planning Division. This report projects the City's population and subsequent housing demands through 2026. As a result of this report and other Federal and Provincial statistical research, it is clear that Sault Ste. Marie is embarking on an aging-workforce which will cause labour challenges as the retirement rates increase and less people are entering the workforce.

City leaders immediately took interest in the adoption of initiatives that would focus on attracting and retaining immigrants to Sault Ste. Marie. The first Canada-Ontario Immigration Agreement, signed in 2005, allowed for the City of Sault Ste. Marie to secure funding through the Ministry of Citizenship and Immigration in 2008, to develop, launch and maintain an Immigration Web Portal, www.discoverthesault.ca. The immigration web portal is used as the Local Immigration Partnership's main communication tool.

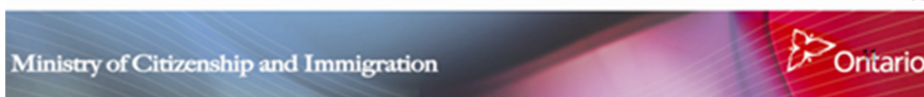
In recent years, Sault Ste. Marie has seen the addition of new foreign owned businesses and the attraction of foreign trained professionals possessing skills necessary for our labour force, bringing an increase of cultural diversity to our community. International student enrollment at both local post-secondary institutions continues to increase significantly, with numbers more than tripling each year. With these factors and other development trends, the number of permanent resident landings who reported Sault Ste. Marie as their place of destination has more than doubled during the last six years (Ministry of Citizenship and Immigration, Immigration Data – Ontario Regions and Sault Ste. Marie).

Sault Ste. Marie



- The number of permanent resident landings who reported Sault Ste. Marie as their place of destination has more than doubled during the last 6 years.
- These numbers do not include secondary intra/inter-provincial migration.

11



While immigration to Sault Ste. Marie continues to increase, the trend of where the immigrants have traditionally come from has been shifting. Most immigrants to Sault Ste. Marie come from the United States, Argentina, China and India. With the influx of new immigrants to the community since 2006 and the increased importance of attracting and retaining immigrants, several key areas requiring development and enhancement began to surface.

Sault Ste. Marie

Countries of origin of Permanent Resident landings to Sault Ste. Marie (2005 – 2010)

Country Of Birth	2005	2006	2007	2008	2009	2010	Grand Total	%
United States of America	x	19	16	20	24	15	101	26.0%
Argentina	x	x	10	16	x	17	53	13.6%
People's Republic of China	x	13	x	x	x	x	32	8.2%
India	x	x	x	x	x	13	26	6.7%
United Kingdom and Colonies	x	x	x	x	x	x	16	4.1%
Mexico	x	x	x	x	x	x	16	4.1%
Bangladesh	x	x	x	x	x	x	11	2.8%
Jamaica	x	x	x	x	x	x	11	2.8%
Republic of Korea	x	x	x	x	x	x	11	2.8%
Federal Republic of Germany	x	x	x	x	x	x	x	1.8%
Other Countries (52)	12	13	20	25	11	24	105	27.0%
Grand Total	39	62	65	72	58	93	389	100.0%

X= Less than 10

- Most immigrants to Sault Ste. Marie come from the United States (26%), Argentina (14%), China (8%) and India (7%).
- Immigrants to Sault Ste. Marie during the last 6 years came from more than 60 different countries.

Statistics Provided by Ministry of Citizenship and Immigration



The City of Sault Ste. Marie answered a call for proposals to be the lead organization of the Local Immigration Partnership through the Department of Citizenship and Immigration Canada. In September 2009, the Sault Ste. Marie Local Immigration Partnership began with a group of 40 members representing 30 local organizations from all sectors as well as immigrants. Local program and service providers, educational institutions, employers and labour organizations eagerly embarked upon the LIP process, not as a means of evaluating their own performances or shortfalls, but as a means of identifying opportunities to enhance the entirety of the system in order to better meet the needs of immigrants to Sault Ste. Marie.

As the Local Immigration Partnership continues through the 2012-13 fiscal year, we are now a community working group made up of over 50 members, a LIP Council, and 4 sub-committees, all with a common goal of creating a welcoming community for all immigrants to Sault Ste. Marie.

About the Local Immigration Partnership

History

In November 2005, Ontario signed the first Canada-Ontario Immigration Agreement (COIA) with the federal government. Through the Agreement, federal funds are provided for settlement and integration programs and services in Ontario communities, and for innovative services and delivery mechanisms to improve outcomes for newcomers. The Agreement recognizes that municipalities have an important role to play with respect to the integration of newcomers.

The Municipal Immigration Committee (MIC) was established under COIA to explore municipal interests in immigration, and is co-chaired by CIC, the Ontario Ministry of Citizenship and Immigration and the Association of Municipalities of Ontario. Through the MIC, municipalities from across the province have identified attraction and retention as well as settlement and integration as key priorities. Further, the MIC highlighted the need to propose new strategies and structures to address complex social issues and service gaps. Consequently, LIPs were introduced through COIA.

Local Immigration Partnerships originated from two calls for proposals in 2008. One targeted communities throughout Ontario, and the other was directed at neighbourhoods in Toronto. The calls were issued by CIC in partnership with its Ontario counterpart to establish strategic partnerships that would co-ordinate and enhance services and programs with CIC as the funder for all agreements. The calls for proposals were flexible with reference to applicants, recognizing that local leadership in immigration can vary depending on the place.

- *Local Immigration Partnerships: Building Welcoming and Inclusive Communities through Multi-Level Governance*, Kathleen Burr, Policy Analyst, CIC.

“When newcomers come to Canada, we offer them many different services. We try to help them find the services they need to settle comfortably into new lives, new careers – everything from language improvement, to employment and housing, to social services or simply learning how to get around their communities, finding the shops, the clinics, the services that they need. I can’t overemphasize the importance of this kind of service. It’s absolutely crucial to that welcoming spirit, and to that pathway towards success that we want immigrants to experience...We all must commit to facilitating the arrival of the best and brightest to this country – now and in the future. And we all have a success in ensuring their success.”

-Chris Alexander, Minister of Citizenship and Immigration, September 26 2013

Project Description

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.

Required 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 deliver services to newcomers.**

Mission

Sault Ste. Marie Local Immigration Program is focused on creating a working local immigration strategy identifying gaps and strengths within the community for newcomers, with the development of a coordinated community group made up of agencies and organizations that help ease immigrant access into the labour market and support their integration into Sault Ste. Marie.

Vision

The city of Sault Ste. Marie will be perceived as a vibrant, diverse, welcoming community offering opportunities and services in the labour market, education system as well as socially making Sault Ste. Marie an ideal city for newcomers to live, work, learn and play.

Meet the Sault Ste. Marie Local Immigration Partnership

Local Immigration Partnership Council and Committees

The Local Immigration Partnership has grown to include approximately 50 community organizations representing local/regional government, immigrant serving agencies, language training providers, employment service providers, local associations, economic development corporations, educational institutions, cultural clubs and newcomers.

LIP Council



The Local Immigration Partnership Council considers and provides recommendations on various aspects of the program's recommended design and implementation strategy, distribution of information and action on further research and results. A strong and knowledgeable Local Immigration Partnership Council is a key component to further immigration strategic development and growth in Sault Ste. Marie and we thank every member of our team for all of their efforts and dedication.

Members: Danny Krmpotich, Randy Krmpotich, Melissa Ceglie, Jane Omollo, Silvia Alves, Janet Prpich, Kim Streich-Poser, Jody Wildman, Joe Krmpotich, Zoltan Virag, Larry Pezzutto, Greg Lefave, Krista Pearson, Lucia Reece, Cindy Sawyer, Frank DeGregorio, Frank Greco, Jey Pillai, Jose Reyes, Karol Rains, Linda Kirby, Mark Allard, Precious Cedolia, Sandra Mongui, Maureen Dodd, Sean Spraling, Dr. Amhalhal

2013-14 Local Immigration Partnership Committee Break Down

Awareness Committee

Status: Standing

Mandate: To plan and deliver LIP Community Awareness Campaigns that promotes cultural diversity and racial harmony in Sault Ste. Marie. The Awareness Committee is responsible for implementation of communications plans, commercial concept development and all marketing/advertising. Awareness Committee meets monthly April to March.

Membership: Open – current members include: City of Sault Ste. Marie, Sault Community Career Centre, Algoma District School Board, Superior Chrysler, City Councillor, CTV, United Way, Newcomers.

Forum Committee

Status: Standing

Mandate: To plan and deliver the Annual Immigration Forum held every February. Forum Committee is responsible for arranging guest speakers, developing agenda and organizing all other details of the event. The Forum Committee meets bi-weekly September to February.

Membership: Open – current members include: City of Sault Ste. Marie, Sault College, Sault Community Career Centre, Newcomers, Algoma Workforce Investment Committee.

Racial Harmony Committee

Status: Temporary

Mandate: To develop a Resolution for City Council focused on Racial Harmony and implement a strategy that would engage SSM Organizations, Boards and Local Businesses in the community to annually publicly support the City's resolution in the weeks leading to Diversity Week and Passport to Unity

Membership: Closed – Current members: City of Sault Ste. Marie, Algoma District School Board, Huron Superior Catholic District School Board, Algoma University, Sault Community Career Centre, United Way, YMCA, Francophone Community Rep, Garden River, Ministry of Training Colleges and Universities, Baawaating Family Health Team, Sault College, Sault Ste. Marie Police.

Communications Committee

Status: Temporary

Mandate: To develop a LIP Communications Plan containing key messages promoting racial harmony for community organizations to use at key local events/activities.

Membership: Closed

Invitational Community Committee

Status: Temporary

Mandate: To develop an Inviting Community Concept for Sault Ste. Marie to educate local organizations on the importance of using this framework to assist in the development of culturally competent policies, programs, and places. The Inviting Community Concept is based on the "Fundamentals of Invitational Education" model.

Membership: Open

Focus Area Working Groups – Beginning January 2014

Status: Temporary

Mandate: To understand and promote the importance of cultural competence within all areas of the community by researching and reporting on existing or pending gaps/needs in each specific area and

create an action plan with community partners for development and enhancement of programs and services.

Objectives: Analyze six focus areas with an understanding of cultural competence elements to:

- Increase availability of cultural diversity awareness training and workshops
- Provide a “Welcoming Community for All” through development and enhancements of culturally competent policies, programs and places.
- Ensure the community is aware of cross-cultural communication practices, inviting community concept and elements of cultural competence and encourage the use of each in all workplaces, businesses and schools.
- Encourage implementation of individual cultural competence action plans within organizations each sector

Membership: Members of 6 Focus Area Working Groups and LIP members

The following is a description of each focus area working group that will be developed and the overall goal of each action plan:

Settlement Services

Status: Temporary

Objectives: Analyze this focus area with an understanding of cultural competence elements to:

- Ease settlement and integration processes for immigrants and newcomers to Sault Ste. Marie
- Promote awareness of existing settlement service providers and services offered to increase referrals.
- Ensure service will be easily accessible and within one main location
- Encourage implementation of individual cultural competence action plans within organizations in this sector

Membership: Open

Education

Status: Temporary

Objectives: Analyze this focus area with an understanding of cultural competence elements to:

- Increase awareness of immigration and cultural diversity in all local school boards and post-secondary institutions.
- Ensure all levels (Elementary, Secondary, Post-Secondary) are able to provide equitable and inclusive education with necessary programs and support services for newcomers
- Create a positive and welcoming environment for all immigrant/newcomer students and families.
- “Build Welcoming Schools Through Families”
- Encourage implementation of individual cultural competence action plans within organizations in this sector

Membership: Open

Employment

Status: Temporary

Objectives: Analyze this focus area with an understanding of cultural competence elements to:

- Attract and retain Internationally Trained Professionals to Sault Ste. Marie
- Develop and enhance employment services to assist newcomers trying to obtain employment in Sault Ste. Marie
- Continue development of welcoming and inclusive workplaces to ensure newcomers receive fair and equal access to employment
- Ensure up to date labour market information is available and accessible through strong partnerships for all strategic planning
- Encourage implementation of individual cultural competence action plans within organizations in this sector

Membership: Open

Health Care

Status: Temporary

Objectives: Analyze this focus area with an understanding of cultural competence elements to:

- Build strong partnerships with Health Care providers in Sault Ste. Marie to ensure necessary programs and support services are easily available and convenient
- Develop and enhance service to assist immigrants in receiving accurate information and documentation for Health Care
- Promote existing and newly developed services to newcomers through presentation and proper referral
- Encourage implementation of individual cultural competence action plans within organizations in this sector

Membership: Open

Cultural Celebration

Status: Temporary

Objectives: Analyze this focus area with an understanding of cultural competence elements to:

- Promote Diversity Week in Sault Ste. Marie to reach all residents of the community
- Encourage inclusive cultural celebration all year round in Sault Ste. Marie
- Create opportunities for the community to learn about new cultures that are present in Sault Ste. Marie.
- Encourage and embrace the cultural diversity in Sault Ste. Marie through support of new businesses, restaurants and cultural groups.

Membership: Open

Sports and Recreation

Status: Temporary

Objectives:

- Encourage diverse sports and recreational activities to be organized and offered in Sault Ste. Marie
- Build strong partnerships with organizations and groups that organize sports and recreation in Sault Ste. Marie
- Enhance communication to immigrants/newcomers for easier access to sports and recreational activities offered in the community.

Membership: Open

Overview 2009-2013

The concept of “Creating a Welcoming Community” for all newcomers is one that requires the participation and determination of an entire City in order to achieve. The Local Immigration Partnership represents a collaborative community working group made up of members from all sectors of Sault Ste. Marie that have vested interest in the attraction and successful integration of immigrants to our City.

In June 2010, City Council approved the LIP Settlement Strategy entitled “Creating a Welcoming Community”. The development of this community settlement strategy was made possible by the contributions of local employers, education, health care professionals, service providers, local residents, immigrants, and government officials. Focus group sessions, key stakeholder interviews and community consultations were held to collect data and information regarding immigrant services in Sault Ste. Marie.

Since the release of the “Creating a Welcoming Community” settlement strategy, the members of the Local Immigration Partnership along with the community at large have been working diligently throughout the many phases of this initiative to plan and deliver the outlined recommendations. Programs and services specifically geared to assisting immigrants in Sault Ste. Marie have increased since last reported in 2009.

The Sault Ste. Marie Local Immigration Partnership has successfully completed four phases since September 2009.

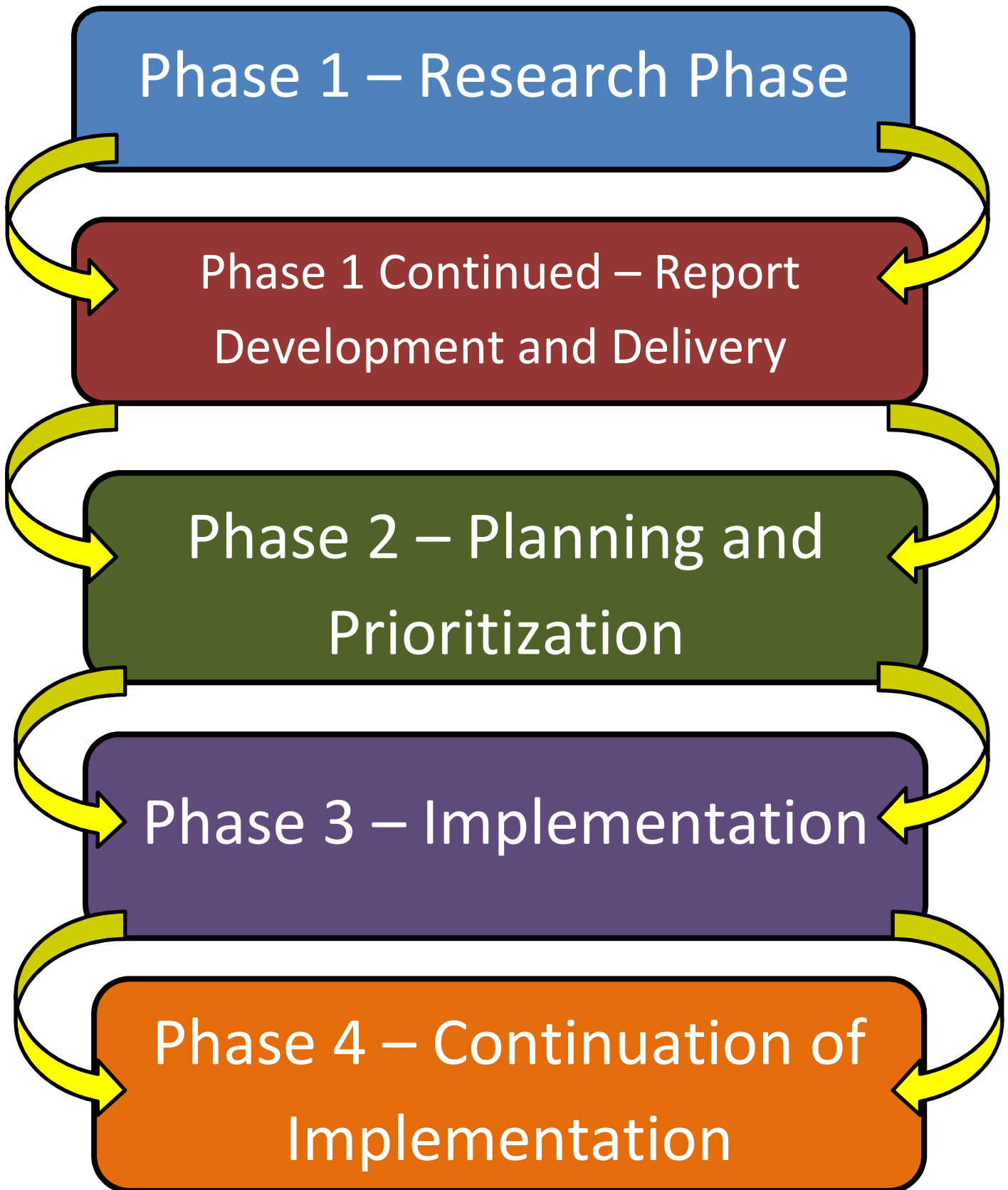
Phase one was dedicated to community based research. Data was collected covering three major focus areas: Community Immigrant Statistics, Service Provider Research and Capacity Research. Sector specific focus groups, public consultations, stakeholder interviews and surveys were used to gather information to identify gaps in programs and services for immigrants.

Phase one was extended for four months which was required for Report Development and Delivery. During this phase all research gathered was organized into four main recommendations which would make up the Community Settlement Strategy. In June 2010, the Settlement Strategy was brought to City Council and approved as a working document for Sault Ste. Marie.

Phase two focused on seeking community input to prioritize recommendations in the settlement strategy. Along with prioritization came the formation of two sub-committees that would plan and deliver the first Community Awareness Campaign and Immigration Forum in Sault Ste. Marie.

Phase three began the Implementation Phase which focused on researching the development of a Newcomer Welcome Centre and launching an awareness campaign targeting Business/Employers and the Education sectors. Cultural Sensitivity Training was introduced as a pilot project within the City of Sault Ste. Marie’s Social Services Department and the 2nd Immigration Forum was held in February 2012.

Phase four continued with implementation of the Settlement Strategy. Included in this phase was research into the expansion and interest to include the Algoma District in LIP and the delivery of a Racial Harmony Resolution, face-to-face interviews with community stakeholders for focus area action plan and the delivery of the 3rd Annual “Unity in Diversity” Immigration Forum.



2009 to 2012 Progress Report Chart

Initiative: Local Immigration Partnership

Start Date: September 2009

End Date: Ongoing

Phase One – Research Phase September 2009 to March 2010

Action Item	Description	Partners/Committee/Sources	Timeline
Statistics Research	SSM Immigration Statistics: Language, Place of Origin, Immigration Period, etc.	Information Source: Statistics Canada, 2006 Census Partners: Innovation Centre - Mapping	September 2009 To December 2009
Service Provider Research	Available services and programs for immigrants in SSM	Partners: New to the Sault, Northland ESL, Algoma University, City of SSM – Immigration Web Portal Staff	September 2009 To December 2009
Capacity Research	SSM Statistics and Future Projections: Population, Housing, Service Providers, Labour Market, etc.	Information Source: Statistics Canada, 2006 Census Partners: City of SSM – Planning Dept., AWIC, City of SSM – Social Services Dept.	September 2009 To December 2009
Sector Specific Focus Groups	6 Sector Focus Groups and 17 Stakeholder Interviews	See below	January 2010 To May 2010
a. Social Services	Representatives from the Social Services sector in SSM	Partners: City of SSM, YMCA, John Howard Society, Algoma Legal Clinic, Big Sisters Association of SSM, MTCU, Sault Community Career Centre/New to the Sault, Community Living Algoma, CTV, United Way	January 2010
b. Business/Employers/	Representatives from the	Partners: Sault Downtown	

Employment Services/ Labour	Employment and Labour sector in SSM	Association, Fuzed Notions, SSM Public Library, Sutherland, Transcom, Cross Country Automotive Services, Indian Friendship Centre, Essar Steel Algoma, Tenaris Algoma Tubes, AWIC, City of SSM	February 2010
c. Education	Representatives from the Education sector in SSM	Partners: Algoma District School Board, Huron Superior Catholic District School Board, Algoma University, Sault College, Contact North, Indian Friendship Centre, Northland Adult Learning Centre, ZAD Consulting – Practice Firm, City of SSM	March 2010
d. Culture/Recreation	Representatives from the Culture and Recreation sectors in SSM	Partners: YMCA, SSM Museum, Francophone Centre, Algoma Latin Association, Algoma Multicultural Centre, New to the Sault, Algoma University, Arts Council of SSM, Algoma Legal Clinic, George Leach, Sault Amateur Soccer Association, CTV, City of SSM	March 2010
e. Newcomers/Immigrants	Newcomer/Immigrant Representatives in SSM	Partners: Algoma University SPELL Program, Algoma University International Students, Northland Adult Learning Centre – ESL Class, Public Consultation Participants	December 2010 To February 2010
f. Public Consultations	2 Public Consultations held at the Civic Centre	Partners: Residents of Sault Ste. Marie	March 2010
g. Stakeholder Interviews	17 Stakeholder Interviews conducted.	Partners: Essar Steel Algoma, United Steel Workers of America, Tenaris	September 2009 To

		Algoma Tubes, United Way, Algoma Multicultural Centre, Group Health Centre, Sault Area Hospital, Canada Border Service Agency, Algoma Public Health, SSM Accessibility Committee, New to the Sault, Chamber of Commerce, SSM Emergency Medical Services, Francophone Centre, Northland Adult Learning Centre, Economic Development Corporation, CSTECC, AWIC, YMCA	May 2010
--	--	--	----------

Phase One Continued – Report Development and Delivery

March 2010 to June 2010

Action Item	Description	Partners/Committee/Sources	Timeline
Compile Research	Analyze all statistical research gathered from Sept. to Dec.: Develop graphs, Mapping, Comparisons	Partners: City of SSM – Planning Dept., Innovation Centre, LIP Membership	March 2010 To June 2010
Compile Focus Group Results	Gather all information from focus groups: compare results, find common recommendations, etc.	Partners: Economic Development Corporation, LIP Membership	March 2010 To June 2010
Development of Settlement Strategy	Gather all information from research phase and create settlement strategy based on main recommendations from all sectors and groups specific to immigration issues in SSM.	Partners: City of SSM – C.A.O's Office, City of SSM – Social Services Dept., Economic Development Corporation, LIP Membership	May 2010 To June 2010
Formation of the Pan – Northern Immigration Committee	The LIP's from all Northern Ontario Communities have come together to address issues that this area has in common. Northern Ontario will have better representation at events through this committee.	Partners: North Bay, Sudbury, Timmins, Thunder Bay	April 2010
Report Strategy to City Council	"Creating a Welcoming Community for All" Settlement Strategy brought before Council and endorsed by Council.	Partners: City of SSM – C.A.O's Office, City of SSM – Social Services Dept., Economic Development Corporation, LIP Membership	June 2010
Report to Citizenship and	Approved report submitted to		June 2010

Immigration Canada	Citizenship and Immigration Canada, with proposed work plan for extended LIP phase.		
--------------------	---	--	--

**Phase Two – Planning and Prioritization
July 2010 to March 2011**

Action Item	Description	Partners/Committees/Sources	Timeline
Formation of LIP Council	LIP Council made up of approximately 15 members. LIP Council provides direction on action items and upcoming implementation phase.	Committee Members: City of SSM, Sault Youth Association, Economic Development Corporation, Algoma Multicultural Centre, Sault Community Career Centre/New to the Sault, Algoma District School Board, Cambrian Nissan, Northland ESL, Sault College, Community Living Algoma, Algoma University, City Councillor, Immigration Web Portal Staff	July 2010
Formation of Community Awareness Committee	Committee made up of approximately 8 members to organize and oversee the Community Awareness Campaigns	Committee Members: City of SSM – LIP staff, CTV, Cambrian Nissan, Algoma District School Board, United Way, Immigration Web Portal Staff, Sault Community Career Centre/New to the Sault, Algoma Multicultural Centre, City Councillor	August 2010
Formation of Forum Committee	Committee made up of approximately 8 members to organize the Community Forum planned for February 2011	Committee Members: City of SSM – LIP staff, AWIC, Sault Community Career Centre/New to the Sault, Algoma Multicultural Centre,	August 2010

		Sault College, Immigration Web Portal staff, City Councillor	
"Creating a Welcoming Community for All" Awareness Campaign	Campaign to inform the public of the formation of the Local Immigration Partnership and its goals and objectives using local media.	Committee: Awareness Campaign Committee Partners: Rogers Radio, Sault Star, Sootoday.com, Soonews.ca, Superior 7 Billboards, CTV	September 2010 To February 2011
"Creating a Welcoming Community for All" Community Immigration Forum	The forum was intended to share information about community statistics, available services and programs for newcomers and prioritize recommendations from the Settlement Strategy	Committee: Community Forum Committee Participants: 120	February 2011
Recommendation Prioritization	4 main recommendations outlined in the SSM LIP Settlement Strategy were prioritized by the community based on level of importance	Partners: Local organizations, businesses, educational institutions, health care providers, immigrants and members of the public	February 2011 To March 2011
Partnership Development	The Local Immigration Partnership is always seeking new partnerships and always developing existing partnerships in all sectors of the community	Partners: LIP Membership (approximately 50 organizations), Pan –Northern Immigration Committee	Ongoing

Phase Three – Implementation Phase

April 2011 – March 2012

Action Item	Description	Partners/Committee/Sources	Timeline
Formation of Newcomer Welcome Centre Committee	Committee of approximately 6 members was formed to organize, oversee and provide support for the Newcomer Welcome Centre Concept and Feasibility study	Committee Members: City of SSM – LIP staff, City of SSM – Planning Dept., Sault Community Career Centre/New to the Sault, City Councillor, Economic Development Corporation	April 2011 to June 2011
Newcomer Welcome Centre Feasibility Study	LIP hired a consultant to conduct a Concept and Feasibility study for the development of a Newcomer Welcome Centre in SSM.	Partners: Newcomer Welcome Centre Committee, City of SSM – C.A.O.'s Office, City of SSM – Social Services Dept., City of SSM – Purchasing staff, City of SSM-Legal Dept., Consultant	August 2011 To October 2011
Welcome Centre Interim Strategy Report	Concept and Feasibility Study was ceased in Sept. 2011. A strategy was developed to name Sault Community Career Centre/New to the Sault as the interim Welcome Centre for SSM.	Partners: LIP Newcomer Welcome Centre Committee, City of SSM – Legal Dept., Sault Community Career Centre/New to the Sault	October 2011
Business/Education Community Awareness Campaign	Based on community research, the LIP Awareness Committee developed the 2011-12 awareness campaign geared toward the business and education sectors.	Partners: LIP Awareness Committee, Sault Star, Rogers Radio, CTV	September 2011 To March 2012
Cultural Sensitivity Training	Cultural Sensitivity Training	Partners: City of SSM – C.A.O's	October 2011

	was delivered to the City of SSM's Social Services Dept. as a pilot project. This training will now be recommended to all City staff, local businesses and organizations	office, City of SSM – Social Services Dept., Sault Community Career Centre/New to the Sault	To February 2012
"Welcoming Diversity" Immigration Forum	2 nd Annual Immigration Forum was designed to bring updates of new programs and services available for immigrants in SSM as well as introduce participants to Cultural Sensitivity Training offered in the community	Committees: LIP Forum Committee, LIP Awareness Committee Partners: Sault College, MCI, Office of the Fairness Commissioner, Professions North/Nord, Economic Development Corporation, Algoma District School Board, Cambrian Nissan, New to the Sault, African Caribbean Canadian Association of Northern Ontario, Algoma Latin Association, Algoma Model, Algoma Multicultural Centre, Algoma University, Arts Networks for Children and Youth, Centum Mortgage Approval Centre, Immigration Web Portal, Employment Solutions, Northland ESL, Steps for Life, United Way, Volunteer SSM, Youth Empowerment Council	February 2012

Partnership Development and Community Research	The Local Immigration Partnership is always seeking new partnerships and always developing existing partnerships in all sectors of the community. Community based research is constantly in development.	Partners: LIP Membership, Cultural Clubs/Groups, Immigrants/Newcomers	Ongoing
---	---	--	----------------

Phase Four – Continuation of Implementation
April 2012-March 2013

Action Item	Description	Partners/Committee/Sources	Timeline
Development of Community Progress Report	The SSM LIP has delivered a Community Progress Report which will act as an update from the inception of the LIP program in September 2009 to present.	Partners: Algoma District School Board, Northland Adult Learning Centre, Wishart Law Firm, Huron Superior Catholic District School Board, Cambrian Nissan, Centum Mortgage Approval Centre, Sault College, New to the Sault, Algoma Latin Association, Algoma Multicultural Association, ACCANO, Business Sault Ste. Marie, Essar Steel Algoma, Sault Youth Association, NOHFC, Local Businesses, United Way, Sault Ste. Marie Police Services, Cultural Groups/Clubs	April 2012 To December 2012
Focus Area Action Plan	As an addition to the Community Progress Report, a Focus Area Action Plan will be developed to introduce the importance of cultural competency in 6 major focus areas and identify and resolve any new or existing gaps and needs in SSM. This phase consisted of preliminary questionnaires and face-to-face interviews.	Partners: Business/Employers/Employment Services, Labour Sectors, Education Sector, Health Care Sector, Social Services Sector, Culture/Recreation Sector, Settlement Services, Francophone Services	April 2012 to March 2013 Focus Area Action Plan action item will continue into 2013-14 fiscal: • Development & delivery • Implementation Strategy • Prioritization

Regional Expansion	SSM LIP conducted research to determine if LIP should expand to include some outlying communities within the Algoma District to address needs and gaps throughout parts of the region facing similar challenges.	Partners: Including representatives from the following towns & townships: St. Joseph Township, Macdonald, Meredith and Aberdeen Additional, Thessalon, Prince Township, Bruce Mines, Johnson Township	April 2012 To March 2013 Regional LIP Expansion currently underway in 2013-14 fiscal.
Newcomer Welcome Centre Research	As part of the Progress Report research and interview phase, the concept of the Newcomer Welcome Centre was discussed through updated service mapping in the community. Discussion will remain on-going throughout 2013-14.	Partners: City of SSM, Sault Community Career Centre/New to the Sault, Northland Adult Learning Centre – ESL, Algoma Multicultural Centre, Algoma Latin Association, ACCANO, Islamic Association of SSM, Sault Youth Association	April 2012 To September 2012
Racial Harmony Committee	Racial Harmony Committee was formed with a goal of preventing acts of racism and discrimination in Sault Ste. Marie. The mandate of the committee was to develop a resolution to Council and develop a communications strategy for LIP to deliver key messages to the community.	Partners: LIP Council Representatives, Algoma District School Board, Sault Community Career Centre , City Councillor, Algoma University, Sault College, United Way, Sault Ste. Marie YMCA, Francophone Community , Garden River First Nations, Ministry of Training, Colleges and Universities, Huron Superior Catholic District School Board, Sault Ste. Marie Police Services	January 2013 To Present (on-going)

2012-13 “Unity in Diversity” Awareness Campaign	2012-13 Community Awareness Campaign was developed and delivered based on community research results and settlement strategy recommendations. The theme was Unity in Diversity, with a message to Embrace Diversity as part of the Racial Harmony Campaign.	Committees: LIP Council, Awareness Campaign Committee, Communications Committee, Racial Harmony Committee.	April 2012 To March 2013
2013 “Unity in Diversity” Community Immigration Forum	The 3 rd Annual “Unity in Diversity” Immigration Forum was organized and hosted by the SSM LIP. Feedback from participants has indicated that this event is very informative and helpful and should be sustained every year.	Committee: LIP Council, Community Forum Committee	February 2013

* Note: Information regarding the 2013-14 fiscal year is explained in the Next Steps portion of the LIP Progress Report (see page 68)*

Community Participation and Implementation Overview

Action Item: Strengthening Awareness of Immigrant Issues in the Local Community

Diversity Video – “All One Family”

In partnership with Discoverthesault.ca and the Huron Superior Catholic District School Board, students in a Spanish language class filmed a video where they sang a song about what diversity means to them.



Huron-Superior Catholic District School Board Spanish Class performs “All One Family”. This video can be found in the www.discoverthesault.ca video library under the Community Awareness section.

With a message of “Everyone is Special, Everyone is Different”, this video is the first step in an initiative that will aim to promote positive messages about cultural diversity in schools and the community. The Local Immigration Partnership is focused on working closely with local school boards to continue educating students of all ages about the many cultures that make up Sault Ste. Marie and the importance of caring about one another & embrace our differences.

Community Awareness Campaign

The Local Immigration Partnership through the Community Awareness Committee has delivered three awareness campaigns from 2010 to present. The campaigns are aimed to inform the community about the goals and objectives of LIP as well as promote the benefits of cultural diversity in Sault Ste. Marie. The initial community awareness campaign launch in 2010-2011 introduced the Local Immigration Partnership to the community, explaining who was involved and the purpose of this group.

The 2011-2012 awareness campaign focused on the education and business sector. The purpose of this campaign was to promote the benefits of cultural diversity in the workplace and in our schools. With an increase of immigration to our community, the LIP council identified the promotion of cultural awareness in the education and business sectors as a priority during the 2011 – 2012 fiscal year.

The 2012-2013 awareness campaign focused on the concept of unity in diversity and although we may have differences, we also have many similarities. As part of the Racial Harmony campaign initiated by LIP, this message was developed by the Communications Committee to show that we should embrace the diversity in our community and also take time to recognize what we may have in common with one



another. The campaign was very successful and plans to continue with a similar message in the 2013-14 campaign are being discussed.

The awareness campaigns have developed a positive increase in conversation around immigration, cultural diversity and LIP in Sault Ste. Marie. Community Awareness will remain on-going, as recommended by the LIP members through information received from community based research. Methods of public communication will differ during each awareness campaign depending on target market and messages being delivered.

Community Immigration Forum



2012 "Welcoming Diversity" Immigration Forum hosted by the Local Immigration Partnership. 150 attended to receive introductory cultural diversity training, and to learn about immigrant related services & programs.

Chart 1 demonstrates the continuous involvement and support of direct and indirect service providers, employers, government officials and newcomers for the Immigration Forums each year. It is important to continue hosting annual Immigration Forums to allow community members to stay informed of all resources available to them in the city. With the continuous developments and enhancements to service and programs, the LIP Immigration Forums will continue to grow each year.

The Local Immigration Partnership through the Community Forum Committee has successfully delivered three Immigration Forums, in Sault Ste. Marie since the start of the implementation phase in 2011. The goal of the Immigration Forum is to bring direct and indirect service providers together to make presentations to participants regarding programs and services they offer to assist immigrants.

Chart 1

Annual Immigration Forums		
2011 Forum	2012 Forum (Presenters & Booths)	2013 Forum (Presenters & Booths)
Service Providers = 4	Service Providers = 21	Service Providers=11
Community Stats & Information = 4	Community Stats & Information = 4	Community Stats and Information= 12
Booths = 0	Booths = 19	Booths = 9
		Newcomer Discussion = 4
Total Participants = 120	Total Participants = 150	Total Participants = 150



Members of the LIP Forum Committee with keynote speaker, Jason Kenney, Minister of Citizenship and Immigration, at the 2013 "Unity in Diversity" Immigration Forum.

World Flags

As an initiative of City Council, flags from countries around the world that represent the many cultures which make up Sault Ste. Marie have been raised in honour and celebration of their contributions to the community. Since 2009, the City of Sault Ste. Marie has hosted three Municipal Flag Raising Ceremonies.

40 flags of Sault Ste. Marie's founding nations wave at the entrance of the Civic Centre in celebration of contributions to our multi-cultural community.



The first flag raising ceremony was held on October 18, 2009 which honoured 25 of Sault Ste. Marie's founding nations. Flags raised on that day included: **Anishinabek, Metis Nation of Ontario, Austria, Belgium, Croatia, England, Estonia, Finland, Franco-Ontarian, Germany, Greece, Hungary, Ireland, Israel, Italy, Latvia, Lithuania, Luxembourg, Netherlands, Poland, Portugal, Scotland, Ukraine, United States and Wales.** Members of the Local Immigration Partnership were present at the ceremony to show support of this initiative as the LIP initiative had also just begun in September 2009.



2011 flag raising ceremony celebrated an additional seven countries. Local representatives were selected to raise the flag of their home country in front of the Civic Centre on October 30th, 2011 in front of a crowd of approximately 100.

The second flag raising ceremony took place on October 30, 2011. This ceremony was dedicated to honouring seven more countries represented in Sault Ste. Marie. These flags included: **Argentina, China, Denmark, France, South Korea, and India.** The Local Immigration Partnership worked with the Flag Raising Committee throughout the planning phase of this second ceremony. On October 30th, LIP addressed those in attendance to speak about a growing multi-cultural community and the importance of immigration and inclusion.

On September 15, 2013 the City of Sault Ste. Marie and the Local Immigration Partnership hosted the third Flag Raising Ceremony, honouring the addition of seven new flags as well as the current 33 that have been raised since 2009.



Over 200 people attended the event, wearing cultural dress, waving flags of their home country and singing national anthems from around the world. Local media was present during the ceremony to capture the pride of the flag representatives as they raised each one and celebrated their contributions to our multi-cultural community. The seven new flags included: **Norway, Romania, Russia, Saudi Arabia, Spain, Sweden, and Switzerland.**

Local residents representing each of the 40 countries marched in during an opening procession led by the 49th Field and Regiment Band. The ceremony began with a First Nations blessing followed by speeches from our MP's Office, MPP David Oraziotti, Mayor Debbie Amaroso, the Local Immigration Partnership and Rob Bressan author of the poem "The Sault from and Immigrant's Perspective".



Above: Students from Algoma University gather around the flag of Saudi Arabia, as it is raised during the ceremony.



Left: Flag representatives march in during an opening procession led by the 49th Field and Regiment Pipe and Drum Band.

Cultural Events and Festivals

With an increasing number of immigrants coming to Sault Ste. Marie from many countries such as: India, China, South Korea, Mexico, Colombia, Kenya, Trinidad and Tobago, etc.; there has also been an increase in the formation of new local cultural clubs the past five years.

The Local Immigration Partnership includes representation from many of these recently formed groups including: Algoma Multicultural Centre, Algoma Latin Association, African Caribbean Canadian Association of Northern Ontario, and the Islamic Society of Sault Ste. Marie. Each of these cultural groups strives to promote diversity, celebration and inclusion with members of their culture and the community at large.

Since the release of the 2010 “Creating a Welcoming Community” Settlement Strategy, multicultural activities have more than tripled in Sault Ste. Marie. Cultural celebrations planned for upcoming years, which are open to the public, are hosted by the many newly formed groups within the community and local organizations in Sault Ste. Marie.



6th Annual Passport to Unity Multicultural Festival hosted by the Sault Community Career Centre/New to the Sault.

Approximately 5000 people in attendance to enjoy multicultural music, dance, food, art and more.

The 7th Annual Passport to Unity was held in May, 2013 receiving the highest number of participants to date.

2009 Reported Cultural Events and Festivals

New Cultural Events and Festivals

Passport to Unity Annual Multicultural Festival - SCCC	Passport to Unity Annual Multicultural Festival - SCCC
Italian Festival – Marconi Club	Italian Festival – Marconi Club
	Diversity Week – City Council Proclamation NEW!
	Cultural Evening – AMC NEW!
	Cultural Dinner and Dance – AMC NEW!
	Cultural Community BBQ – AMC NEW!
	!Fiesta! October – ALA NEW!
	!Fiesta! February – ALA NEW!
	Culture Days – SSM Public Library & Art Gallery of Algoma NEW!
	Culture Fair – Sault College NEW!
	Franco-Ontarian Day NEW!
	YMCA Peace Week NEW!

*Some events marked as **NEW!** may have been celebrated before 2009 but were not reported in the original LIP settlement strategy.*



“Cultural Evening” event hosted by the Algoma Multicultural Centre at Sault College. Approximately 300 attendees.



The many cultural events, activities and celebrations organized in Sault Ste. Marie have become a successful method to share cultural traditions and allow new immigrants in the community to feel welcome. The Local Immigration Partnership is dedicated to supporting, promoting and sponsoring these events as part of strengthening community awareness, newcomer integration and cultural celebration.



Above and left: Culture Days at Sault Ste. Marie Public Library and the Art Gallery of Algoma. Booths displaying cultural food, art, music and general information are set up at both locations. Cultural sports and recreation activities are also demonstrated throughout the day.

Local Immigration Partnership Racial Harmony Committee

Diversity Week

In 2012, the Local Immigration Partnership brought a proclamation to City Council to declare the week of April 28th to May 5th, Diversity week in Sault Ste. Marie. The celebration of Diversity Week was the lead up to the Annual Passport to Unity Multicultural Festival on May 6th 2012. Diversity Week was once again be celebrated in 2013 by proclamation at City Council. Local Immigration Partnership members work together to share messages in their organizations and host activities and events that promote cultural diversity, racial harmony and social equality. The overall goal for Diversity Week is to ensure that local organizations, businesses and cultural groups encourage community members to embrace the cultural diversity that makes up our City and participate in events that allow individuals to learn about different traditions celebrated around the world.

Racial Harmony Resolution

On March 25, 2013, Sault Ste. Marie City Council endorsed a resolution acknowledging the value of the diverse cultures and people who make up the Sault Ste. Marie population. Brought forward by the Sault Ste. Marie Local Immigration Partnership, the Racial Harmony Resolution validates that racial discrimination or intolerance against any person in our community should not be condoned. Once endorsed by City Council, the Local Immigration Partnership distributed an endorsement package to all boards, councils, businesses and organizations in the community to show their support of the Racial Harmony Resolution. All supporters receive an Embrace Diversity sign to display in their workplaces and are encouraged to promote key messages about racial harmony during major events and advertisements when possible. Key messages about racial harmony developed by the Communications Committee will continue to be used to promote the resolution and Racial Harmony during each fiscal LIP.



Credit: Darren Taylor, SooToday.com

Next Steps

The LIP Creating a Welcoming Community Settlement Strategy states “the community needs to create programs community-wide to increase the general population’s awareness of cultural diversity and global issues” (p. 22). Since the release of this settlement strategy in June 2010, the Local Immigration Partnership has put a major focus on strengthening awareness of immigrant issues in the community. As outlined above, many new initiatives have been developed surrounding cultural diversity and community recognition. LIP will continue to support, promote, sponsor and deliver activities, initiatives and events in Sault Ste. Marie geared towards awareness.

Action Item: Employer Training in Integration Services

Cultural Sensitivity Training

In October 2011, The City of Sault Ste. Marie’s Social Services Department received cultural sensitivity training, the first of its kind for any City employee.

The Sault Ste. Marie Settlement Strategy states under the Employer Training in Integration Services section;

“Employees within social service organizations will receive cultural awareness training – increasing consistency and ensuring accuracy in referrals between organizations to properly fulfill client needs”.

A partnership was formed between LIP and New to the Sault (Sault Ste. Marie’s settlement service provider), with an objective to begin offering the Diversity in the Workplace (Cultural Sensitivity) Training to local social services organizations in order to deliver the recommendation in the Settlement Strategy. In conjunction with the City of Sault Ste. Marie’s Chief Administrative Officer and Commissioner of Social Services, LIP and New to the Sault staff (trainers), the cultural sensitivity training was offered for the first time to Social Services staff as a pilot project that if successful would build credibility and eventually reach other community organizations.

The Diversity in the Workplace training was delivered to approximately 60 employees of the Social Services Department. These were two half day sessions that provided insights into the nuances and complexities of diversity and the importance of constructive intergroup conversation and intercultural understanding.

This Diversity in the Workplace training allows participants to identify, understand and manage the barriers/factors that influence or affect the integration and retention of newcomers.



New to the Sault staff (trainers) preparing to deliver the first ever Cultural Sensitivity Training to City of Sault Ste. Marie, Social Services Staff.

Diversity in the Workplace, offered by New to the Sault and endorsed by the Local Immigration Partnership is designed to provide people with an opportunity to explore the cultural makeup of one's own self, their organization, and also their community at large. It encourages people to examine their own values and beliefs and to open their eyes to different ways of thinking and being.

Evaluations were completed after the last session of training by all employees. More than 98% of participants who completed the workshop series and the evaluation "agreed" & "strongly agreed" that the workshop provided information they needed and would recommend this training to others.

The research conducted by Local Immigration Partnership has allowed the community to recognize that diversity in the workplace, schools and the community as a whole, needs to be understood to ensure a successful organizational and social environment. The Local Immigration Partnership Council will continue the endorsement of the cultural sensitivity training offered in Sault Ste. Marie. After a successful pilot project with the City of Sault Ste. Marie's Social Services Department, the LIP Council is dedicated to the continuation of forming partnerships in the Social Services , Business and Education sectors for employers and staff to receive this training.

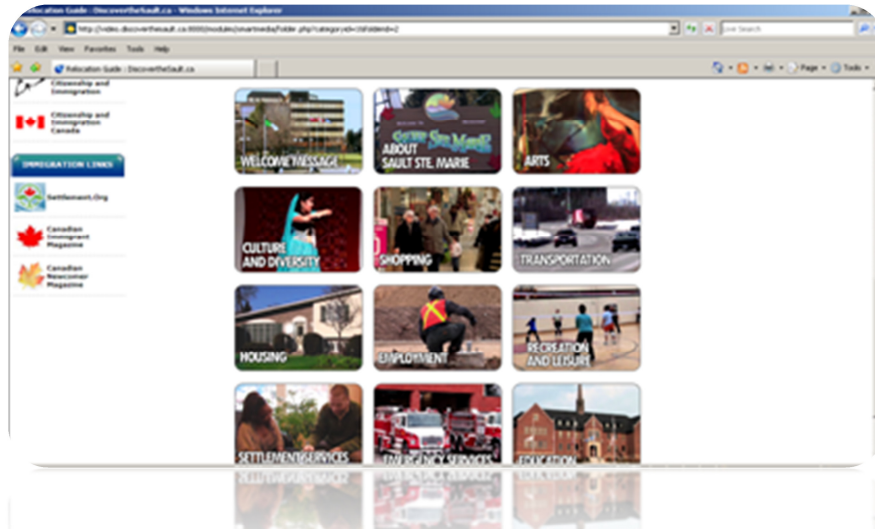
The Diversity in the Workplace (Cultural Sensitivity) training has been successfully delivered to local organizations including:

- The City of Sault Ste. Marie (Social Services Department and volunteers at Ermatinger Clergue National Historical Site – commemorating 100 years of War of 1812)
- The Algoma District School Board
- Group Health Centre
- Sault College
- The Great Lakes Forestry Centre



Immigration Web Portal Video Library

The Sault Ste. Marie Immigration Web Portal has been a valuable communication tool for the Local Immigration Partnership allowing information to be shared through a central location. The 2011 addition of the video library on the web portal was developed to address a gap within the community identified during the LIP research phase. Funding from the Ministry of Citizenship and Immigration allowed web portal staff in partnership with LIP members to develop a total of 29 videos including: Newcomer Testimonials, Relocation Guide, Cultural Orientation, Cultural Awareness, and Community Awareness.



A glimpse of the Relocation Guide in the Discoverthesault.ca Video Library, this video guide contains 12 videos providing information and visuals about Culture and Diversity to Emergency Services.

The Immigration Web Portal has been a crucial referral mechanism with local service providers. The video library has complimented the ability of referral by including visuals of service buildings along with explanations for the necessary steps of integration in case staff assisting a newcomer client may not be familiar with the process. The Local Immigration Partnership will continue to use the portal as its main communication tool as well as promote the benefits of use to all service providers, employers and potential & recent immigrants to Sault Ste. Marie.

Action Item: Cultural Orientation Program Development

Immigration Web Portal Video Library – Cultural Orientation

Newcomer focus groups conducted throughout the Local Immigration Partnership's research phase identified specific concerns regarding settlement and integration in Sault Ste. Marie. Cultural orientation for immigrants upon arrival was a recommendation heard numerous times during focus groups and face-to-face interviews. A large barrier with regards to the delivery of cultural orientation was the lack of location that could guarantee all immigrants to Sault Ste. Marie would visit. Although individual

settlement service providers and some local businesses offered their own unique version of cultural orientation, a plan needed to be developed to offer all potential and recent immigrants to Sault Ste. Marie, service providers, and employers, a cultural orientation program that was easily accessible through one main location.

The Sault Ste. Marie Immigration Web Portal was identified as a very suitable tool to address this community need. Discoverthesault.ca is visited by hundreds of people from over 90 countries daily. As part of provincially funded Video Library project, web portal staff with the assistance of Local Immigration Partnership developed a Sault Ste. Marie Cultural Orientation Program. The Cultural Orientation section is intended to introduce customs and culture in our community and offer important tips to develop a level of comfort for immigrants with their new surroundings. Video segments in the Cultural Orientation section include: Introduction to Canada, Introduction to Sault Ste. Marie, Climate, Communication, Employment and Language. Local Immigration Partnership research will continue to guide the development and enhancements of this section on an on-going basis.



Local Cultural Orientation Programs Available
Sault Community Career Centre/New to the Sault – See page 44
Algoma District School Board, Northland Adult Learning Centre – See page 52

Community Awareness and Education Strategy

The annual Immigration Forum and Awareness Campaigns have proven to be the most effective initiatives delivered by LIP in terms of community education. The “Creating a Welcoming Community” Immigration Settlement Strategy for Sault Ste. Marie states:

“Considering the traditional lack of emphasis on immigration in Sault Ste. Marie, it is imperative that the community develops an awareness campaign with the goal of establishing Sault Ste. Marie as a “Welcoming Community” for newcomers. In order to allow for an easier integration experience for newcomers, existing residents, service providers and the business community need to be as well informed as possible on the issues and struggles facing newcomers to the city”.

With this in mind, the LIP Council along with the Immigration Forum Committee and Awareness Committee agreed that each campaign and forum would be determined by a theme. The theme is chosen by the LIP council and sub-committees each fiscal year which allows for development of clear and consistent community educational messages about immigration and cultural diversity.

The following is a breakdown of LIP Community Awareness themes, messages and target markets from 2010-2013.

Fiscal Year 1: 2010-2011

Theme: Creating a Welcoming Community for All

Target Market: Local Residents

Purpose: Introduction of LIP and its mandate

Communication Tools: Local newspaper, local radio, local online media, local television, billboards, 2011 Immigration Forum



The theme for the 2010-2011 Awareness Campaign and Forum was selected based on the title of LIP's community based immigration settlement strategy and the overall goal of the partnership. The Immigration Web Portal, discoverthesault.ca, was advertised during the campaign as the main location for all LIP and immigration related information.

The 2010-2011 Awareness Campaign used a variety of media tools to explain the importance of immigration to Sault Ste. Marie and the importance of "Creating a Welcoming Community for all" newcomers to the city. Radio and television commercials were created and delivered the following message:

"Sault Ste. Marie is thriving and growing and continues to attract newcomers to live, work, learn and play! Here to help all new immigrants ease into life in the Sault is your Local Immigration Partnership. We're made up of a host of service provider agencies and community organizations that provide guidance and support for all new immigrants. For details, go to discoverthesault.ca. Your Local Immigration Partnership, Creating a Welcoming Community for all. Funded by Citizenship and Immigration Canada. "

In the first week of the community awareness campaign, the Sault Ste. Marie Immigration Web Portal, www.discoverthesault.ca , received double the unique visitors and the Local Immigration Partnership page ranked number one in views for the web portal. The unique visitors increased further during the

community forum advertisement from January to February 2011. Through the duration of the initial community awareness campaign, Local Immigration Partnership staff were contacted by approximately ten new community organizations interested in becoming members of the partnership. Approximately 20 newcomers in Sault Ste. Marie also contacted LIP staff to discuss their settlement and integration experiences in the community and their appreciation of community efforts to develop and enhance services for the benefit of future newcomers to the city.

Fiscal Year 2: 2011-2012

Theme: “Welcoming Diversity”

Target Market: Business and Education Sectors

Purpose: The benefits of cultural diversity in schools and workplaces

Media Used: Local newspaper, local radio, local television, 2012 Immigration Forum



In order to create a welcoming community for all, we must be open to welcoming diversity and appreciate the many cultures that are present in our city. Canada is known to be the country where one has the liberty of maintaining cultural traditions and practices and Sault Ste. Marie strives to be no different. This theory is what led to the development of the Local Immigration Partnership’s theme for the second community awareness campaign. The 2011-2012 Awareness Campaign was created to target two major sectors in the community, Business and Education. With visible increases of cultural diversity in workplaces and schools in Sault Ste. Marie, it was a natural fit to develop messages directly related to these groups. The “Welcoming Diversity” theme and the identified target markets complimented the LIP Settlement Strategy recommendation stating “build welcoming schools through families” and aimed at creating discussion at home between children and their parents.

The 2011-2012 Awareness Campaign used a number of local media tools to deliver the “Welcoming Diversity” message. Radio and television were once again used to deliver the following two messages:

Business

Sault Ste. Marie is an excitingly diverse community and each of us has something to contribute at work and at play. New immigrants to the community also have unique skills and qualities that make them equally valuable in workplaces large and small. Your Local Immigration Partnership reminds us that when doors are open to other cultures and customs, we all become richer for it. Visit us at discoverthesault.ca. A message from your Local Immigration Partnership, funded by Citizenship and Immigration Canada.

Education

In a child's eyes, a simple box of crayons holds a world of choice and endless possibilities. Here in Sault Ste. Marie, we embrace this child's vision and celebrate a city that also, holds possibilities for all. New immigrants to the city are a growing part of the community and in schools, are learning with fellow students, about all cultures and customs and the unique qualities of each. Your Local Immigration Partnership encourages the celebration of diversity in schools and strives to create a welcoming community for all. Visit us at discoverthesault.ca.

The 2nd Annual Immigration Forum held in February 2012 was also themed "Welcoming Diversity". This forum featured local education institutions, businesses and service providers to speak about the steps taken in their specific organizations to ensure a welcoming environment for all diverse backgrounds in schools and at work.

Fiscal Year 3: 2012-2013

Theme: "Unity in Diversity"

Target Market: General Public

Purpose: Promotion of embracing diversity and the importance of racial harmony

Media Used: Local newspaper, local radio, local television, 2013 Immigration Forum



As Sault Ste. Marie continues to be a community that many newcomers are choosing as their home and celebrations of culture are becoming more common, residents are continuously exposed to the evolving diverse backgrounds that make-up this city. From the period of 2010 to 2012 the Local Immigration Partnership delivered messages on the importance of creating a welcoming community for all through welcoming diversity at work, at school and in all that we do. Many newcomers in Sault Ste. Marie have come to provide their families with greater opportunities and an overall better life. The contributions that newcomers make to the community in both a social and economic context are endless. When we welcome diversity and create a welcoming community for all, we are embracing the unique qualities that people have, and by doing so we can see that there is unity in diversity. A community that focuses on unity and encourages belonging regardless of race, ethnicity or differences is a community that will continue to flourish and prosper. The 2012-2013 Community Awareness Campaign and Immigration Forum was themed “Unity in Diversity” and aimed to deliver the message that although we may have differences, we also have many similarities.

The Local Immigration Partnership used local television to deliver the 2012-13 Embrace Diversity commercial in conjunction with the promotion of the Racial Harmony Initiative:

The commercial highlights six people from different countries and lists the many things that they have in common despite their cultural differences. Some commonalities listed include: health care professional, nurturing mother, loves the land, business manager, loving father, sports fan, government worker, loves dancing and loves to cook. The group comes together at the end of the commercial to share the message that “We may have differences but, we also have many similarities”.

Next Steps

The Community Awareness Campaigns will remain a major priority for the Local Immigration Partnership throughout every fiscal year. All key messages and commercial concepts are developed based on community research and LIP Council recommendation.



Reported Immigrant Services and Programs

Comparison Chart 2010-2013

Reported 2009	2013
1. Citizenship and Immigration Canada Office Open 3 days/week from 10am – 3pm	1. Citizenship and Immigration Canada Office Office closed
2. New to the Sault - Settlement Services Provider - Funded by Employment Ontario - Social Activities and Festivals (ex. Passport to Unity Multicultural Festival) - Information and Referral Services - Mentorship Program - Translation (through Thunder Bay Multicultural Association and approximately 13 volunteers) - Relocation Guide	2. New to the Sault - Funded by Citizenship and Immigration Canada since 2010 NEW! - Orientation NEW! - Language Skills NEW! - Labour Market Access NEW! - Welcoming Communities NEW! - Sault Ste. Marie Interim Welcome Centre NEW! Other Programs and Services - Newcomer Mentorship Program - Workshops NEW! - Social Activities and Festivals (ex. Passport to Unity, Holiday Lights Tour, etc.) - Connect with multicultural and cultural groups NEW! Information - Education and Training NEW! - Housing and Healthcare - Credential Evaluation NEW! - SIN, OHIP, Driver's Licence Services - Referral to LINC NEW! - Cross cultural workshops NEW! - English conversation circles NEW! - Referral to iConnect (Welcoming Communities Program) NEW! - Translation and Interpretation - Referral to community services and bridging programs - Assistance with forms and immigration NEW! Counselling - Settlement crisis counselling NEW! - Career and employment

	Adopted Racial Harmony Resolution NEW!
3. Northland Adult Learning Centre - English as a Second Language Instruction - Day and Evening Classes - Conversation Reading and Writing	3. Northland Adult Learning Centre - English as a Second Language Instruction (Canadian Benchmark Level 1-8) - Listening, Speaking, Reading & Writing - Workplace English Language Skills NEW! - TOEFL Preparation NEW! - English for Academic Purposes NEW! - Adopted Racial Harmony Resolution NEW!
4. Algoma University - S.P.E.L.L. Program (Sault Program for English Language Learning) - International Student Advisor - Homestay Program	4. Algoma University - S.P.E.L.L. Program (Sault Program for English Language Learning) - International Student Advisor - Homestay Program - Algoma Multicultural Students Association NEW! - Muslim Prayer Space NEW! - Summer Study – Bridging Program NEW! - Conversation Partners NEW! - Language Program NEW! - Adopted Racial Harmony Resolution NEW!
5. City of Sault Ste. Marie Immigration Web Portal (Discoverthesault.ca) - Funded by Ministry of Citizenship and Immigration - On-line access point connecting potential or recent newcomers to all information about living, working, learning and getting started in Sault Ste. Marie Local Immigration Partnership - Began in September 2009 - Made up of approximately 30 agencies and organizations	5. Immigration Web Portal (Discoverthesault.ca) - Funded by Ministry of Citizenship and Immigration - On-line access point connecting potential or recent newcomers to all information about living, working, learning and getting started in Sault Ste. Marie - Video Library (Testimonials, Relocation Guide, Cultural Orientation, Cultural Awareness, Community Awareness) NEW! - Job Board NEW! Local Immigration Partnership - Began in September 2009 - Made up of approximately 50 agencies and organizations - LIP Council NEW! - LIP Sub-Committees: Community Awareness Committee, Immigration Forum Committee, Employers Committee, Racial Harmony Committee NEW! - Focus Area Action Plan Working Groups

	NEW!
	6. Sault College - Diversity and Intercultural Relations Certificates NEW! - Language Interpreter Certificate NEW! - Cultural Competency Workshops NEW! - Cooking courses: Egyptian, Mexican, Indian, Japanese – Taught by immigrants NEW! - Dance: Traditional Indian NEW! - Adoption of Invitational Education Theory NEW! - Cultural Activities Coordinator NEW! - Partnership with Northland for International Students NEW! - Adopted Racial Harmony Resolution NEW!
	7. Huron Superior Catholic District School Board - Equity and Inclusiveness Policy NEW! - Developing English as a Second Language Program to assist immigrant students NEW! - Partnership with Sault Community Career Centre/New to the Sault to welcome newcomer students and families upon registration NEW! - Adopted Racial Harmony Resolution NEW!
	8. Algoma District School Board - Equity and Inclusiveness Policy NEW! - Partnership with Sault Community Career Centre/New to the Sault to welcome newcomer students and families upon registration NEW! - Adopted Racial Harmony Resolution NEW! - Offers language classes - Equity and Inclusiveness Policy NEW!
	9. Centum Mortgage Approval Centre Lenders offer newcomer programs to make it easier for immigrants to obtain a mortgage – this service is free of charge NEW!
	9. Superior Chrysler Welcome to Canada Program NEW!
	10. Economic Development Corporation Client referral to Canadian Youth Business

	Foundation Newcomer Program – Resource for young entrepreneurs NEW!
	11. CSTEC • Deliver TOWES testing NEW!
	12. Sault Ste. Marie Police Services • Diversity Officer NEW!
	12. Cricket Club of Sault Ste. Marie • Development of Cricket club and team to play recreationally and competitive NEW!

Direct and Indirect Service Provider Profile

Programs and Services Overview



Sault Community Career Centre – New to the Sault

Established in 1992, the Sault Community Career Centre (SCCC) is a not for profit, customer-focused, innovative and resourceful gateway. By adhering to values of integrity, transparency, respect and equality SCCC commits to assisting Sault Ste. Marie in creating a welcoming community, supporting employers in meeting their human resource needs as well as providing settlement services to eligible newcomers. SCCC is a visible, active and respected community service organization and gateway recognized for leading innovative, sustainable employment and settlement services.

New to the Sault®, a program of the Sault Community Career Centre, is funded by Citizenship and Immigration Canada and is a one-stop service centre for newcomers to Canada living in Sault Ste. Marie and area who are permanent residents, live-in care givers or convention refugees. This program supports the successful integration of newcomers into the community and started receiving CIC funding in 2010.

This program originally began in 2006 as a potential solution to an identified need as observed by the Sault Community Career Centre. This concept was developed with strong partnership from the City of Sault Ste. Marie, local organizations such as Destiny Sault Ste. Marie, Community Quality Improvement, Algoma University, Sault College as well as some major employers. Programs and services offered through New to the Sault have developed and increased significantly over the past 6 years. What began as a settlement service funded by the Sault Community Career Centre which offered about 3 main services, has now expanded to a comprehensive program fully funded by Citizenship and Immigration

Canada and now offers services in 7 different languages and is the host of the largest annual multicultural event in Sault Ste. Marie and Northern Ontario as a whole.

The main objective of New to the Sault is to provide orientation, initial needs assessment, relevant information and referral services to eligible newcomers in Sault Ste. Marie and area.

The secondary objective of this program's agreement is to provide employment related services *labour market access) to further support full integration of newcomers into our community, the overall objective of programming under Labour Market Access is that newcomers obtain the required assistance to find employment that is commensurate with their skills and education.

The tertiary objective is to provide access to Language Assessment through a distance/remote assessment model and subsequent referral to LINC Home Study, while also creating and supporting professional and cultural mentoring opportunities for newcomers to Canada. Settlement Services are provided to communities within the Algoma District from Sault Ste. Marie to Blind River.

New Service Overview

New to the Sault – As reported in 2009	New to the Sault – As reported in 2012
• Settlement Services Provider • Funded by Employment Ontario • Social Activities and Festivals (ex. Passport to Unity Multicultural Festival) • Information and Referral Services • Mentorship Program • Translation (through Thunder Bay Multicultural Association and approximately 13 volunteers) • Relocation Guide	• Funded by Citizenship and Immigration Canada since 2010 NEW! • Orientation NEW! • Language Skills NEW! • Labour Market Access NEW! • Welcoming Communities NEW! • Sault Ste. Marie Interim Welcome Centre NEW! Other Programs and Services • Newcomer Mentorship Program • Workshops NEW! • Social Activities and Festivals (ex. Passport to Unity, Holiday Lights Tour, etc.) • Connect with multicultural and cultural groups NEW! Information • Education and Training NEW! • Housing and Healthcare • Credential Evaluation NEW! • SIN, OHIP, Driver's Licence Services • Referral to LINC NEW! • Cross cultural workshops NEW! • English conversation circles NEW! • Referral to iConnect (Welcoming Communities Program) NEW! • Translation and Interpretation • Referral to community services and bridging programs

	• Assistance with forms and immigration NEW! Counselling • Settlement crisis counselling NEW! • Career and employment
--	---

New Service Overview

Orientation

Needs Assessment and Referral

This is a series of activities that contribute to clients, service providers and CIC being aware of newcomer settlement needs, and referring clients to appropriate service and programs. These services involve determining eligibility for services, assessing newcomers' needs, helping newcomers make informed settlement related decisions, and basing programming and referrals on identified client needs and goals.

Information and Awareness Services

Practical guidance to assist the client in coping with the problem of everyday living, eg. housing, transportation and access to social and health services. This includes an introduction to the local community which would provide the newcomer with a sense of belonging and also provide information about their rights and obligations.

- Information Assessment: Determination of individual information and service needs by centre staff.
- Referral: Connecting clients to relevant resources – providing links between eligible clients with specific settlement needs to available resources in the community, including referrals to resources relating to economic, social, educational and recreational facilities in the community that could contribute to the initial settlement of the client.
- Information and referral in the French language will be made available to the client upon request. Group sessions – SCCC's settlement staff provide orientation and outreach sessions on broad settlement issues such as housing, education, healthcare, transportation, employment and finance, sports and leisure activities, etc. as well as provide space by request for community organizations in the surrounding area.

Language/Skills

- SCCC provides access to eligibility screening based on client immigration status and language assessment and referral services to clients wishing to access CIC funded language training programs through a distance assessment process in conjunction with a qualified lead assessor from Thunder Bay Multicultural Association. The Language Instruction for Newcomers to Canada (LINC) Program provides free basic French and English language courses to adult permanent residents.

English Conversation Circles

The English Conversation Circles are designed for newcomers who cannot enroll in a full course of study at any of the institutions in the community because of personal and other family reasons. These classes are open to all newcomers who may be interested. Classes are small and students develop both fluency and accuracy in English communication skills in an interactive classroom setting. Besides holding workshops on site, they also hold conversation circles at different venues such as the park, community garden and Rome's Kitchen to discuss various practical life situations. The English Conversation Workshops are ongoing and they continue to provide clients with the resources and opportunities to practice their English language skills. There is noticeable improvement in the clients that continue to attend the workshop and all newcomers are encouraged to network and practice their oral and written communication so that improvement is constant.

Welcoming Communities (Community Connections)

The objective of the programming under Welcoming Communities is to provide newcomers with help to establish cultural and professional networks so they are engaged and feel welcomed in their communities. SCCC provides this through the following areas of work:

- Raising awareness and understanding – programming that includes planning and partnerships to bring together diverse organizations to increase public awareness and understanding of settlement and integration issues. Promotional activities seek to increase uptake by newcomer clients while also encouraging greater volunteer involvement from the community. As part of this, SCCC delivers diversity workshops throughout the community.
- Creating welcoming spaces and communities and effectively engaging newcomers through increased accessibility. SCCC provided free meeting space for all cultural groups.
- Fostering engagement between newcomers and Canadians involves programming that involves newcomers directly in the community such as through mentorships, community groups, participations on school or municipal council, etc.

Workshops and Training

SCCC offers innovative workshops, activities and training programs that can be accessed by newcomers, community members and community organizations alike, the following is a description of some of the ongoing workshops and training programs that have been developed to help serve eligible newcomers better:

Citizenship Workshops

Citizenship workshops are provided upon request from eligible newcomers. The Sault Community Career Centre provides the following outcomes as identified by Citizenship and Immigration Canada:

- Clients understand life in Canada including Canadian Law and Justice, Rights and Freedoms, responsibilities and how to access community resources.
- Clients have the skills/life skills needed to function in Canadian society.

- Clients understand what it means to become a Canadian citizen.

Intercultural Communication for the Canadian Workplace (ICCW) Workshop

With the support of their partner Professions North/Nord, SCCC is able to deliver the ICCW workshop to eligible Internationally-Trained Professionals (ITP) who reside in the Algoma District. ICCW workshop addresses common Canada norms and nuances in order to enhance ITP's culture-based beliefs, values and perceptions in the workplace as well as to increase understanding and acceptance of differences in communication to foster a more inclusive work environment. The activities completed in the course give ITP's the knowledge and practice to see how this material can be applied in the workplace environment. Several clients have seen the benefit of this program to become "job ready" and admit it is an excellent asset for them to have in their background.

The Intercultural Communication for the Canadian (ICCW) was a successful course for the students participating in Sault Ste. Marie. In total 6 students completed the course in-class and were successful in completing all assignments and activities as outlined in the course description. 9 others are at different stages of completing the online component. The following is a recap of the main activities conducted, milestones reached, and feedback received. Planned is an award ceremony for January to acknowledge these newcomers' achievements and mentorship opportunities that will enable these graduates gain hand on experience. The Sault Community Career Centre hops to continue delivering this workshop in the future and engage more internationally trained professionals in within the district with understanding the Intercultural Communication in the Canadian Workplace.

Diversity in the Workplace

The workshop will initially help participants explore their own value systems and cultural experiences. This perspective will serve as the starting point for delving into issues in cultural diversity in the workplace, cross cultural communication, participants' cultural values and beliefs, and the impact that they have on the newcomers who they connect with.

The workshop is designed to provide people with an opportunity to explore the cultural makeup of one's own self, their organization, and also their community at large. It encourages people to examine their own values and beliefs and to open their eyes to different ways of thinking and being.

This is purely an introduction to a series of issues that can be expanded and explored in greater depth. It is to have people start to open their patterns of thinking in regards to themselves, their workplace, and their community.

It does not provide you with 'must dos' or 'absolutes'. What it does it make you think and see things in a new light. It provides insight and understanding of why people they way they are. It starts to get organizations to assess all dimensions of space to see if it is as accessible, inclusive, and inviting for everyone.

Building from this SCCC has the resources and workshops to help an organization with the strategic planning needed to begin to put absolutes in place with regards to cultural awareness and competency.

Main topics of the training include:

- What is Cultural Diversity?
- Dimensions of Culture
- Definition of Diversity and Inclusion
- Immigration statistics (in Canada and Sault Ste. Marie)
- Why is cultural sensitivity/cross cultural communication important?
- Newcomers: Barriers and Challenges (Stereotypes, prejudices, and cultural differences)
- Acculturation model of Adjustment
- Assessment of Individual Cultural Competency
- Diversity Awareness Continuum
- Assessment of Organizational Cultural Competency
- Becoming a Welcoming Community, organization, and individual
- What does a welcoming community look, smell, feel, taste like
- Resources and Activities in a Welcoming Community

At the conclusion of the workshop participants will be able to:

1. Define Culture, inclusion, welcoming environment, and cultural competency.
2. Identify, Understand and Manage the barriers and factors (culture, language, family, housing, employment, education, etc.) that influence the attraction, welcoming, and retention of immigrant newcomers
3. Understand the changing demographics in their community
4. Analyze, Assess, and Identify individual, organizational, and community cultural competency
5. Understanding of knowledge and resources in community that will be useful in building level of cultural competency

A Taste of Unity Cooking Classes

This is a workshop dedicated to promoting culture in our district through food. Newcomers have an opportunity to show their culture by cooking a meal for participants while sharing stories and information about their home country's traditions. This is possible in partnership with Rome's Independent Grocer where they have their "Upstairs at Rome's" kitchen where such activities take place throughout the fall and winter. This Community Connections workshop brings both members of the community with our clients so that new relationships can be formed and integration fostered.

Community Connections

This creative programming is aimed at helping newcomers establish networks that exist outside the Sault Community Career Centre. The community garden is one place where newcomers can meet with

other individuals in the community and a great way to share experiences, culture and extend networking skills. Informal networking has provided necessary skills to develop and transfer those same skills in a professional setting.

Numerous workshops are delivered throughout the year. Besides the ones that have been described, some of the others include the following:

Online Workshops – Webinars

Technology and access to webinar workshops is providing the opportunity to participate in workshops virtually that are of interest to newcomer clients such as FLEW/FODF – Family Law Education for Women/Femmes available at <http://www.onefamilylaw.ca/en/webinar/>. FLEW provides up to date information on various legal, rights and responsibilities of Canadian Citizens. Training Webinars are also available from Your Legal Rights; CLEO (Community Legal Education Ontario).

Settlement.org continues to provide vital information as well. SCCC was able to access webinar series on Cities of Migration <http://citiesofmigration.ca/> on topics such as Count Us In: Building Citizenship through Participation – From Integration to Civic Participation. (<http://citiesofmigration.ca/webinar/webinar-count-us-in-building-citizenship-through-participation/>).

Other workshop topics offered by SCCC include: Education, Health, Money/Finances/Taxes and Transportation. Topics and related curriculum are continuously developed to meet client requests and needs.

Employment Related Services

Suitable employment is essential to income security, feelings of self-worth, and successful integration. The provision of employment services is therefore crucial. SCCC provides the following services:

- Discuss employment/self-employment/career goals with newcomer clients.
- Provide information on how to apply for a Social Insurance Number (SIN).
- Provide an orientation to the Canadian job market and work culture.
- Explore barriers experiences by newcomers in looking for work and discussing ways to overcome them.
- Provide career planning and information on educational upgrading.
- Deliver workshops on basic job search strategies.
- Assistance with job search, arranging job interviews, and resume writing.
- Information, referral and assistance is provided regarding the recognition and accreditation of trade, professional and educational qualification.
- Outlining employee's rights.
- Providing information on ways of handling unemployment (e.g. volunteering, work placement, etc.). Clients have knowledge of the Canadian work environment, and are connected to local labour markets.
- Clients have the skills to find and apply for employment.

Besides providing in-house employment services to newcomers, SCCC partners with numerous stakeholders in the community to help newcomers with the support they need to gain employment that is commensurate with their skills and education. Below are highlights of some of the workshops and activities:

- Employer and newcomer speed networking session with Professions North/Nord (PNN) and all Northern Ontario partners held in September in Toronto.
- Employer and newcomer lunch and learn information and networking sessions.
- Employer and newcomer breakfast networking sessions.
- Education and Career Fair Days.
- Employer and Community Diversity Workshops.
- Motivational Enhancement Training Program.
- Interview Skills Workshops.
- Resume Development
- Smart Serve
- Service Excellence

Passport to Unity

In 2006, as part of the SCCC and New to the Sault programming, a vision was developed for the first Passport to Unity festival to celebrate the diversity of Sault Ste. Marie. Passport to Unity, an annual multicultural festival, strives to unite the community in celebration and discovery of the many diverse cultures and traditions that exist within the city. The festival brings together many local cultural groups, performers, cooks, artists, individuals and families for a three day celebration of ethnicity and cultural diversity in the City and surrounding region. Now in its 6th year, Passport to Unity brings in exhibitors and participants from the local, national and international populations. It has grown from a one to a three day Cultural Diversity Festival that incorporates the original Passport to Unity theme and activities and includes trade events, cultural outreach activities with local schools and performances. The festival has been successful in reaching its objective by creating community unity and social successful multiculturalism, allowing immigrants to preserve their culture, to ensure its continuation from generation to generation. Further, the festival encourages greater volunteerism and fosters interaction between newcomers and the larger population, and between cultural group members. Such interaction between the various cultures and the general population can break prejudices toward each other and promote social harmony and integration.

Reported by Jane Omollo: New to the Sault Coordinator, December 2012

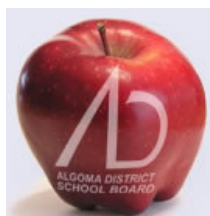
Funded by:

Financé par :



Citizenship and
Immigration Canada

Citoyenneté et
Immigration Canada



Northland Adult Learning Centre

Northland Adult Learning Centre, part of the Algoma District School Board, delivers English as a Second Language instruction to provide newcomers with the confidence and ability to participate in the community and at work.

Additional courses have been added to the Northland English as a Second Language program to meet the needs of the newcomer population in Sault Ste. Marie. Enrollment for the English as a Second Language program has doubled since last reported in 2009 and as result has increased the number of classes offered.

Northland Adult Learning Centre – As reported in 2009	Northland Adult Learning Centre – As reported in 2012
• English as a Second Language Instruction • Day and Evening Classes • Conversation Reading and Writing	• English as a Second Language Instruction (Canadian Benchmark Level 1-8) • Listening, Speaking, Reading & Writing • Workplace English Language Skills NEW! • TOEFL Preparation NEW! • English for Academic Purposed NEW!

Along with standard English as a Second Language instruction – Canadian Benchmark level 1 through 8, Northland also has the following courses available to newcomers in Sault Ste. Marie:

Workplace English Language Skills

Specialized language training class for newcomers who are already employed or seeking employment.
12 week evening class

Key project activities include: social interaction, business writing (email, letters, memos and reports), participating in meetings, office confrontations, telephone communication, oral presentation and delivery, workplace specific vocabulary, Canadian culture in the workplace environment.

Test of English as a Foreign Language (TOEFL) Preparation Course

This is a 15-week TOEFL preparation course that will help the student better understand what to expect when taking the test, how the test is scored, as well as providing the tools that will be needed to have greater success when taking the TOEFL iBT® test. In addition, this course will provide authentic reading, writing, speaking and listening activities to help maximize potential.

- Please note: High-intermediate to advanced English skills are required for this course.

Sault College/Northland ESL program

Northland Adult Learning Centre, in partnership with Sault College, will begin to offer English for academic purposes to International students who may not have the English language proficiency requirements for admission to College. This partnership will allow for a seamless transition from the English as a Second Language program at Northland to post-secondary education, specifically Sault College. The English for academic purposes will begin in the Fall of 2013.

The training and course content is directly tied to the needs of the learner. Some of the key activities for this class include:

English for Academic Purposes:

- Writing
- Reading
- Speaking
- Listening
- Grammar
- Report writing
- Oral presentations



Sault College

The School of Continuing Education embarked on an initiative to expand opportunities for developing cultural competency and safety. The goal of this expansion was to strengthen the skills, competencies, and abilities of people within our community. Before embarking on this initiative, the idea was presented to the Local Immigration Partnership and the Algoma Multicultural Association. The initiative would assist with implementation of the LIP Settlement Strategy and would offer newcomers involved with the Algoma Multicultural Association an opportunity to work for Sault College and teach those enrolled about their cultural practices and values. A positive response from both groups was the catalyst to move forward for development in three areas: creating learning potential in certificates, professional development, and general interest.

In 2012, Sault College began focusing on an “invitational education” environment that will be adopted by all staff and students in their everyday practices. They have also hired a Cultural Activities Coordinator that will work with students to create events and activities to celebrate various cultures.

The following section will provide detailed descriptions of the new courses and programs offered through Sault College:

Continuing Education

Diversity and Intercultural Relations

Globalization brings the peoples of the world closer together. However, discrimination and other forms of intolerance continue to cause problems. In our increasingly multicultural society these issues can lead to exclusion and inequality, often along racial and ethnic lines.

This certificate program is a direct response to learning needs identified by a broad range of representatives from multicultural, health, community services and justice agencies who recognize that racial inequity and negative stereotyping are significant social problems. In this six course certificate, learners will examine diversity issues in a social context, explore critical differences in cross-cultural communication and identify the sources, causes, forms and manifestations of these issues in our society.

This program is available on a course by course basis. Students may choose to complete one or more courses each semester. Students in this program are not eligible for OSAP funding.

Language Interpreter

The Language Interpreter Certificate Program is designed for **bilingual** individuals who wish to work as spoken language interpreters in the legal, health care, social service and domestic violence prevention sectors in Ontario. Integrating theory, principles and concepts with practical application and skills development, the program aims to assist individuals in developing the introductory level competencies, skills, knowledge and attitudes required for proficient practice as language interpreters. This program incorporates essential employability skills, the fundamental, personal management, and teamwork skills necessary to get, keep, and progress in a job-of-choice, or to enter further postsecondary studies.

This 180-hour program provides an introduction to spoken language interpreting, with skills development practice in the major constituent tasks of interpreting consecutive interpreting, sight translation and note taking, simultaneous interpreting, and a focus on setting-specific interpreting. The final 30-hour capstone course concentrates on the integration of all of these skills in typical settings encountered by spoken language interpreters. This final course also incorporates a module that addresses some of the competencies required to operate a small business. Participants who successfully complete the program will demonstrate compliance with the Standards of Practice and Ethical Principles and an ethical code appropriate to the language interpreting profession. This program also incorporates essential employability skills, the fundamental, personal management and teamwork skills necessary to get, keep and progress in a job-of-choice, or to enter further postsecondary studies.

This program is intended for individuals who have written and oral fluency in English and a second language.

This introductory 180 hour program is comprised of six 30-hour modules delivered online. Courses start January, May and September. This program is available on a course by course basis. Students may choose to complete one or more courses each semester. Students in this program are not eligible for OSAP funding.

General Interest Learning

Cooking

Egyptian

Egyptian cuisine is heavily influenced by tradition and location. The staples of Egyptian cooking tend to be foods grown from the ground and obtained from the sea; vegetables, beans, fish, and seafood. The spices used to flavour ingredients are relatively easy-to-find locally and lend to the unique and savoury blends that are identifiable as Egyptian food. Egypt has a variety of national foods, the most wellknown include Ful (pronounced “fool” which is bean paste), tahini (sesame paste), koushari (lentils, macaroni, rice and chickpeas), kofta (spicy, minced lamb), and kebab (grilled lamb pieces).

Born in Egypt, Christina Youssef and her family made Canada their home three years ago. She welcomes every opportunity to share her Egyptian heritage through her cooking expertise. Christina teaches this 5-part cooking series that allow students to gain insight into the food culture and traditions of Egypt.

Indian

Indian Cooking is considered an art that mothers usually begin to teach their daughters fairly early in life as family recipes are passed down by show-and-tell. Most meals are comprised of several dishes ranging from staples like rice and breads to meat and vegetables and finished with a dessert. The food from one region may actually be totally foreign to a person from another region! The common thread that runs through most Indian food, though, is the use of numerous spices to create flavour and aroma. Now you can enjoy those same flavours right in your own home. It is the exotic Indian spices that make Indian cuisine so delectable. Many spices and ingredients are easily available in Sault Ste. Marie for traditional Indian cuisine allowing students to share their new skills and Indian recipes with friends and family.

Japanese

Chisato DeMarco is a member of the Local Immigration Partnership and the instructor for the Japanese cooking course at Sault College. Her workshops are designed to teach students how to cook traditional and modern Japanese dishes while also allowing them to experience a taste of the Japanese lifestyle. Through this series of 5 courses, Chisato uses unique Japanese tableware, teaches Japanese table manners and helps students to enjoy an absolute genuine Japanese culinary experience. These are 'hands-on' classes and include ample opportunity for tasting.

Language

Introduction to Arabic

Arabic is the official language spoken by more than 250 million people in 22 countries. This course has been designed to provide students with an introduction to Arabic language, whether for educational or cultural reasons or working knowledge for travelling to an Arabic-speaking country. Students are introduced to oral and written Arabic language learning as well as sharing the teachers experiences in Arabic culture and history.

Introduction to Japanese

This course is designed for anyone interested in the Japanese language or culture. By course completion, students will have exposure to the Japanese language and be able to introduce themselves and carry on basic conversation in Japanese. Topics include greetings and introductions, basic writing, simple verbs, sentence structure, pronunciation, and an introduction to the Japanese culture.

Spanish for Travellers Part 1 & 2

In this course, students learn the basics of the Spanish language to travel to Latin America and Spain. In their seven weeks together, students immerse themselves in the rich Hispanic culture and language while learning the most common regular verbs in the present tense, irregular verbs, greetings, numbers, food, most common traveller's questions, and vocabulary. The students develop their pronunciation, reading, and speaking skills throughout the course. The instructor, Ana Vargas, has a Masters in Spanish Linguistics from the University of Ottawa, and is Chair of the Algoma Latin Association.



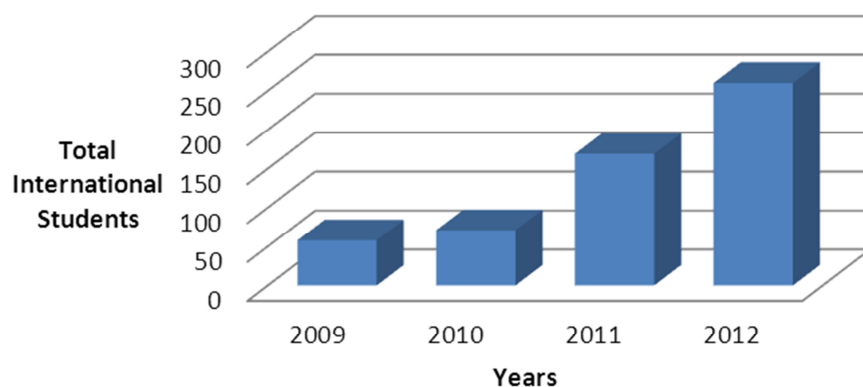
Algoma University

Algoma University continues to attract students from diverse backgrounds. This includes a significant and growing number of Anishinaabe students and an increasing number of international students and landed immigrants. Algoma University is committed to addressing the needs of under-represented students, and to creating a diverse student population through broad geographical recruitment and through international student registration and success.

International students comprise approximately 18% of the total student population. Currently international students come from 16 different countries, and are enrolled in degree programs as well as the Sault Program for English Language Learning (SPELL). Algoma participates in international outreach to promote the university to prospective international students, and liaises with government regarding work and study opportunities. International students are supported through pre-departure assistance, volunteer placements, religious/cultural specific celebrations (Diwali, Eid, Chinese New Year, for example), and the Multicultural Students' Association. They also enjoy the support of a dedicated International Student Advisor and a SPELL Program Director.

Algoma University strives to ensure the campus reflects and supports the demographic diversity of Canada, bringing a broad variety of perspectives to the student experience. Program development is mindful of "opening up" Northern Ontario to today's global realities. The inclusion of international students, with their unique and varied perspectives, enables all students to learn about themselves as contributing members of interlocking communities that stretch from Sault Ste. Marie across the globe.

Algoma University International Student Enrollment 2009-2012



Year	# of International Students	% of Total Student Population
2009	58	5%
2010	71	6%
2011	169	13.5%
2012	260	18%

Currently Algoma University has international students from 26 countries including: China, Saudi Arabia, Japan, Korea, Bangladesh, India, Brazil, Finland, Spain, France, Ukraine, Czechoslovakia, Pakistan, Germany, Canada, United States, Ghana, Egypt, Jordan, Nigeria, Bermuda, Jamaica, UAE, United Kingdom, Mexico and Yemen. The following table shows the source countries of international students by percentage.

Table B International Student Source Country (excluding SPELL and MSc students)

	2004/05	2005/06	2006/07	2007/08	2008/09	2009/10	2011/12	2014/15
China	50%	47%	22%	24%	25%	19%	30%	35%
Bangladesh/India/Pakistan/Nepal	24%	26%	19%	22%	25%	30%	25%	30%
Africa/Asia/South America	19%	19%	17%	18%	25%	22%	25%	25%
North America/Europe/Australia/Russia	8%	8%	43%	36%	35%	29%	20%	10%

Algoma University Institutional Plan, 2010.

Algoma University's Institutional Plan released in 2010 includes the following points in the Operational Plan for international students:

- Increase enrolment in SPELL (Sault Program for English Language Learning, or Academic Preparatory ESL), resulting in more SPELL graduates enrolled in Algoma's degree programs.
- Expand international recruitment to diversify source countries.
- Ensure accessibility for international students by creating additional entry pathways to degree programs.
- Provide the requisite supports for the unique needs of international students (ESL supports, tutorial, community, career counseling, cultural transition supports, etc.)
- Continue to develop our summer ESL programmes by expanding our partnership with international representatives and partners to bring groups of summer students to Algoma from Japan, South Korea, Mexico, and China.
- Continue hosting one World University Service of Canada (WUSC) student per year – WUSC students are refugees that the university sponsors for a twelve month period.

English as a Second Language Program

English as a Second Language (ESL) is for students looking to improve their English language skills, for personal interest or in preparation for University studies at Algoma U. This program offers 3 levels of English as a Second Language: Level 3, Level 4, and Level 5. Each level of E.S.L. 30 hours of class each week for 12 weeks. New ESL terms start in January, May, and September. All new students will be tested prior to the start of the program for placement into the level of English class that best fits their current English proficiency level. Students may enter the program at any level based on their performance in the test.

Name of Level	Description of Level	Courses
Level 3	Intermediate Level	Reading, Writing, Speaking, Grammar, Culture Link
Level 4	Advanced Level	Reading, Writing, Speaking, Grammar, Culture Link
Level 5	Academic level: Completion of Level 5 with 70% and higher in every course meets the English proficiency requirement for entry into degree programs.	Reading, Writing, Speaking, Culture Link, Academic Skills ESL Math (for students who want to major in Computer Science and Business)

Currently there are 61 international students enrolled in the English as a Second Language Program and 19 students from abroad on student exchange. The 61 students in English as a Second Language are additional to the 260 international students reported above in other academic studies at Algoma University.

Table D SPELL Program Enrolment

	2003/04	2004/05	2005/06	2006/07	2007/08	2008/09	2009/10	2011/12	2014/15
Short-term SPELL study				45	52	39	76	90	100
Pre-degree enrolment SPELL study	33	28	38	19	28	15	24	30	35
Total SPELL enrolment	33	28	38	64	80	54	100	120	135

**Figures capture total number of registrants per semester over a 12 month period.*

Homestay Program

The Homestay program gives international students the opportunity to live with a Canadian family. Algoma University has been providing this service for a number of years and continues to be successful and increasingly popular for international students and local families. There are many benefits to the homestay program including: practice every day English at home, directly experiencing Canadian culture with a Canadian family, receive prepared meals, and increased social integration as part of a local family. All families are subjected to police checks to ensure complete safety and students are placed according to compatibility.

Algoma Multicultural Students Association (AMSA)

The Algoma Multicultural Students' Association promotes multiculturalism and internationalism on campus, and hosts many fun events! These include:

- Eid-UI-Fitr feast at the end of Ramadan.
- Chinese Spring Festival
- Black History Month
- Diwali dinner to celebrate the Hindu Festival of Lights.
- Japanese-Night (J-Night)
- Salsa Dance Party
- International Film Nights

In addition, Algoma provides a Muslim Prayer Space for students and Halal blessed food in the cafeteria.



SAULT STE. MARIE POLICE SERVICE

580 Second Line East
Sault Ste. Marie, ON P6B 4K1

ROBERT DAVIES
Chief of Police

BOB KATES
Deputy Chief of Police

EMERGENCY DIAL
TELEPHONE

EXECUTIVE FAX
OPERATIONS FAX

9-1-1
(705)949-6300

(705)949-3082
(705)759-7820

Sault Ste. Marie Police Service

The Sault Ste. Marie Police Service (SSMPS) is the primary police organization in Sault Ste. Marie. The SSMPS is a modern and progressive organization that is proud of its history and excited about its future. The SSMPS strives to be accessible to all members of our Community both in the service we provide and the facilities it operates. All members of the public are treated in accordance with the four principles of accessible customer service, namely dignity, independence, integration, and equal opportunity.

The SSMPS was established in 1971. Its primary goal is to serve and protect the citizens of Sault Ste. Marie and Prince Township. This represents a population of approximately 75,000 people covering over 238 square kilometers.

The SSMPS has 182 full time members which include 138 sworn police officers. The SSMPS provides general patrol and investigative functions along with an Emergency Services Unit, Canine Unit, Marine Unit, Motorcycle Patrol, Bicycle Patrol, Snow Machine Unit and Forensic Identification Unit.

The SSMPS prides itself in its many community based policing initiatives including Crime Stoppers, R.I.D.E. Program, Neighbourhood Watch, Block Parents and the Sault Squires Cadet Corps. Members of the SSMPS strive to maintain a strong presence in the community by their involvement with local service clubs and social agencies.

The Local Immigration Partnership (LIP) is one of the main agencies in Sault Ste. Marie where the SSMPS is proud to partner with a variety of organizations. The SSMPS prides itself on being a diverse police service with representation from a number of ethnic and visible minorities serving our community.

All members of the SSMPS have received specialized training at the Ontario Police College and at the Service level in Diversity and Cross Culture Relations. This includes training on various faiths and the variety of customs within our own community.

As part of the commitment to properly serve newcomers to Sault Ste. Marie, the SSMPS has created the position of a Diversity Officer. In the past this officer has concentrated on the relationship between the SSMPS and our Aboriginal community. The Aboriginal community is certainly not newcomers being Canada's original inhabitants. The SSMPS has learned valuable lessons from our Aboriginal community.

In the past the SSMPs has partnered with the Aboriginal community in welcoming residents from other First Nations who were displaced due to flooding. Many of these people had to remain in Sault Ste. Marie for extended periods of time. There were valuable lessons learned throughout this process.

The SSMPs was successful in partnering with the local Aboriginal community in welcoming other First Nations communities to Sault Ste. Marie in this time of need. This experience coupled with the partnerships with the LIP, the SSMPs looks forward to enhancing the in roads with the newest additions to our community.

The SSMPs is vigilant in ensuring that the members of the Service are reflective of the population that it serves. It is very important for the SSMPs to recruit and retain ethnically diverse members. This is an on-going effort that requires support from the community at large. The SSMPs is encouraging all newcomers to our community who meet the following criteria to apply to join us in serving the citizens of Sault Ste. Marie and Prince Township.

Minimum Requirements;

1. Be a citizen or permanent resident of Canada.
2. Be at least 18 years of age.
3. Be physically fit and mentally able to carry out the duties of a Police Constable.
4. Have successfully completed at least four years of secondary education or its equivalent.
5. Be able to meet visual and colour vision standards.
6. Be prepared to undergo a thorough interview as well as medical and psychological tests as required.
7. Produce a "Certificate of Results" awarded by the Ontario Association of Chiefs of Police through a licensed vendor. This is a certification available to anyone upon successful completion of a variety of testing including aptitude and physical fitness testing.
8. Never having been convicted of a criminal offence for which a pardon has not been granted.
9. Have a valid driver's license with no more than 6 demerit points.
10. Be of good moral character and habits.

The SSMPs also offers civilian employment in the area of data entry and communication in the 911 Central Emergency Reporting Bureau. The requirements are similar to those of a police constable.

Please join us at www.ssmps.ca for more information.

No Established Canadian Credit History Programs

Newcomers to Sault Ste. Marie can be assured that there are local programs available to help them receive a mortgage and purchase a vehicle when they arrive without commonly required established Canadian Credit History.

Insured Mortgage

There are a number of mortgage lenders that offer a New to Canada Policy which allows customers who have immigrated to Canada within the last 36 months apply for an insured mortgage without having Canadian Credit Bureau History. Potential borrowers must match certain qualifications in order to access a mortgage. The following is an example of what some borrower qualifications may be similar too:

- Must have immigrated/relocated to Canada within the last 36 months;
- 3 months minimum full-time employment in Canada (borrowers being transferred under relocation program can be looked at on exception);
- Must have obtained landed immigrant status;

There is also specific documentation that is required for all borrowers to show upon application. Any newcomer in Sault Ste. Marie who is interested in getting a mortgage can contact the various mortgage approval centres, banks and local settlement service provider to inquire about a New to Canada Policy.

Buying a Car – Welcome to Canada Program

When thinking about purchasing a vehicle in Sault Ste. Marie, the Welcome to Canada Program is available to assist with credit approval for newcomers that are unable to show Canadian credit history. Superior Dodge Chrysler Jeep offers this program and will assist a newcomer through the necessary application process. The program is tailored to most newcomers however there are set eligibility requirements. The following is a list of who is eligible for the Welcome to Canada Program:

1. Permanent Residents: Economic/Investor Class Immigrants
 - a. Immigrant Investors
 - b. Entrepreneurs
2. Permanent Residents: Targeted Professionals
 - a. Accountants (Certified/Chartered)
 - b. Attorneys, Barristers, Lawyers
 - c. Dentists, General Practice
 - d. Dental Specialists: Surgeons, Orthodontists, Periodontists
 - e. Engineers
 - f. Optometrists
 - g. Pharmacists
 - h. Physicians: General Practitioners
 - i. Physicians: Anesthetists, Cardiologists, Radiologists, Oculists, Obstetricians, Neurologists, Pathologists, Ophthalmologists, Plastic Surgeons, Psychiatrists, etc.

- j. Psychologists
- k. Veterinarians – animal, surgical
- 3. Permanent Residents: All Other Classes
- 4. Foreign Workers

The customer will be required to present supporting documentation. Some of these required documents include:

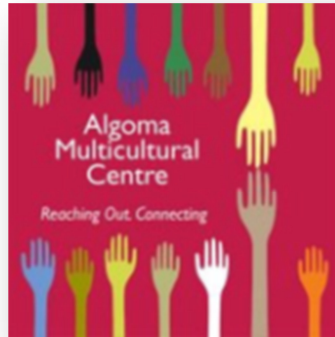
- Permanent Resident Card Sample
- Confirmation of Permanent Residence – Record of Landing
- Work Permit Sample

Detailed information will be provided to the customer by the dealership with regard to qualifications, application process and exact required documentation. Newcomers are encouraged to contact the dealership to inquire about the Welcome to Canada Program if interested in owning a vehicle in Sault Ste. Marie.

The New to Canada Policy and Welcome to Canada Program are examples of developments made to ease the transition process of immigrating to a new country. Buying a home and owning a vehicle are two important steps in the settlement process for newcomers and the Local Immigration Partnership will continue to work with local businesses to encourage the adoption of such policies and programs directly related to and easily accessible by immigrants.

Cultural Club Profile

2009-2013



ALGOMA MULTICULTURAL CENTRE

About

The group is dedicated to introducing various cultures and their influence to the community by brining cultures together through education, appreciation and understanding. Sault Ste. Marie has had an influx in various diverse cultures over the past few years with the growth of Algoma University, the recent acquisition of the Steel Plant by Essar Steel and not forgetting the South American influence with the acquisition of Algoma Tubes. In order to grow together as a community we need to acknowledge the value of every one of our community members.

Sault Ste. Marie has grown as a community in terms of various diverse cultures however these cultures are rarely brought together or presented with meaningful opportunities to connect with the local community. The Algoma Multicultural Centre is dedicated to diminishing the gap between cultures by fostering knowledge amongst community members in order to raise awareness of all cultures. It is often said we cannot go forward without knowing where we have come from. It is now time for Canada's mosaic culture to shine in smaller urban areas and not just in the larger densely populated cities. Our organization not only upholds multicultural beliefs, but is home to different board members that represents a variety of cultures from around the world. We believe in including members of different cultures to ensure self-representation within our executive and general board, as well as within our decision-making process.

Celebrating the Cultural Diversity.

Everyone is welcome!

Activities and Events:

Cultural Evening	Cultural Dinner and Dance	Cultural Community BBQ
------------------	---------------------------	------------------------



ALGOMA LATIN ASSOCIATION

About

Established in 2009, ALA is an association for all Latin-American Canadians and Hispanic Canadians in the Algoma-Sault Ste. Marie region. In the last few years, there has been a large increase in immigration from South America and, Spain, and the Caribbean due to jobs and other circumstances. It was recognized that there was a great need to start a new association to bring the Spanish speaking community together and also bringing the community closer to the newcomers.

ALA is here to represent you and help you with whatever you may need. If you are a newcomer, an exchange student, a volunteer, a refugee or a new Canadian they can help you. ALA is not a settlement agency but do have many partners in the community that they can contact to help you.

Representation

Argentina, Belize, Bolivia, Brazil, Chile, Colombia, Costa Rica, Cuba, Dominican Republic, Ecuador, El Salvador, Guatemala, Guyana, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Spain, Uruguay, Venezuela

Goals

- To represent the Latin American Community in the Algoma-Sault Ste. Marie Region
- Establish a rapport with the Sault Ste. Marie Community
- Promote the Latin American Culture, Food and Spanish Language
- Offer assistance to newly arrived immigrants from Latin America, helping them find agencies for housing, jobs, schools, doctors, cultural activities etc. and to work with partners to help our community reach their full potential
- Share information on community events and have monthly events for the community
- Supporting our members in their new endeavours such as a new business or activities
- Make new connections and networks with the Sault Ste. Marie community

Activities and Events:

Monthly Movie Nights	Fiesta!	Spanish Classes for Children
----------------------	---------	------------------------------



AFRICAN CARIBBEAN CANADIAN ASSOCIATION OF NORTHERN ONTARIO

About

The African Caribbean Canadian Association of Northern Ontario is newly formed cultural group in Sault Ste. Marie. Established in 2011, this not for profit, non-political, and non-denominational association seeks to develop, promote, and grow awareness of their cultural heritage, while promoting unity in Sault Ste. Marie.

Objectives

- To bring together all residents of Northern Ontario of Black/African/West Indian (BAWI) descent, their families and friends
- To advance the common interest of all members
- To provide mutual aid and assistance as needed
- To provide a forum for social, cultural and business networking opportunities
- To create an environment for our children and the youth to learn about our diversity
- To share our culture and diversity in the community in which we live
- To promote and assist with the integration of new BAWI immigrants in the community
- To connect and build relationships with other groups in the community

Local Immigration Partnership Next Steps 2013-14

Successful attraction, retention and creating the most welcoming community for all, is something that takes time and effort from all sectors and members of a community. When community research was first conducted in 2009-2010, recommendations for local development and improvement were quite general and concentrated on establishing strong partnerships to ensure critical settlement services were offered in Sault Ste. Marie. As demonstrated in the Program and Services Overview, the number of settlement and integration programs/services available for newcomers has significantly increased since the release of LIP's Settlement Strategy in 2010. As Sault Ste. Marie continues to attract more immigrants, gaps and needs in services must be addressed and the understanding of cultural competence becomes more important. The Local Immigration Partnership continuously gathers community research and feedback to properly identify the areas that require development, enhancement and consolidation for the successful attraction and retention of immigrants to the City.

Throughout this current fiscal year, April 2013-March 2014, the Local Immigration Partnership will begin development of 3 major reports intended for future implementation with local and regional organizations and groups.

Through community collaboration, the following 3 reports are being researched and reported on:

1. Inviting Community Concept
2. Focus Area Action Plan
3. 17 Characteristics of a Welcoming Community

As demonstrated in the chart below, each report will lead into another creating an overall consistent message from strategies and action plans released by LIP:



Focus Area Action Plan

In January 2014, the Local Immigration Partnership will begin planning new initiatives, partnerships and activities by focus area through working groups. Each focus area has been determined through community based research and all planning and implementation will be guided by key stakeholders within the identified area. The following charts highlight the six identified focus areas along with the overall goal and community partners.

Focus Area Action Plan: Cultural Competence

The Local Immigration Partnership will work in conjunction with all sectors in the community and Local Immigration Partnership members to address the following objectives:

Objectives: Analyze six focus areas with an understanding of cultural competence elements to:

- Increase availability of cultural diversity awareness training and workshops
- Provide a “Welcoming Community for All” through development and enhancements of culturally competent policies, programs and places.
- Ensure the community is aware of cross-cultural communication practices, inviting community concept and elements of cultural competence and encourage the use of each in all workplaces, businesses and schools.
- Encourage implementation of individual cultural competence action plans within organizations in each sector

Goal	To understand and promote the importance of cultural competence within all areas of the community by researching and reporting on existing or pending gaps/needs in each specific area and create an action plan with community partners for development and enhancement of programs and services. To promote the importance of cross-cultural communication education and cultural competence training to social services agencies/organizations staff members, small/medium/large business, direct/indirect service providers and educational institutions staff. Sault Ste. Marie’s workforce will be fully trained for “cultural competence in the workplace” and cross-cultural communication.
-------------	--

Partners

Six Focus Area Working Group Partners

Local Immigration Partnership Members

Focus Area: Settlement Services

The Local Immigration Partnership will work in conjunction with local settlement service providers and government to address the following objectives:

Analyze this focus area with an understanding of cultural competence elements to:

- Ease settlement and integration processes for immigrants and newcomers to Sault Ste. Marie
- Promote awareness of existing settlement service providers and services offered to increase referrals.
- Ensure service will be easily accessible and within one main location
- Encourage implementation of individual cultural competence action plans within organizations

	in this sector
Goal	Ensure that all immigrants/newcomers to Sault Ste. Marie are aware of settlement services available prior to and upon their arrival. All immigrants/newcomers will have fair access to these settlement services which will increase retention rates by easing integration into the community's social fabric and workforce.
Partners	
New to the Sault	
City of Sault Ste. Marie (Social Services Dept.)	
Federal and Provincial Government	
Economic Development Corporation	
Northland ESL	
School Boards	
Discover the Sault Staff	
LIP Awareness Committee and Communications Committee	

Focus Area: Education

The Local Immigration Partnership will work in conjunction with local educational institutions to address the following objectives:

Analyze this focus area with an understanding of cultural competence elements to:

- Increase awareness of immigration and cultural diversity in all local school boards and post-secondary institutions.
- Ensure all levels (Elementary, Secondary, Post-Secondary) are able to provide equitable and inclusive education with necessary programs and support services for newcomers
- Create a positive and welcoming environment for all immigrant/newcomer students and families.
- "Build Welcoming Schools Through Families"
- Encourage implementation of individual cultural competence action plans within organizations in this sector

Goal	To encourage the theme "A Welcoming Community for All" in all schools within our local school boards. Students will recognize and understand the benefits of cultural diversity in Sault Ste. Marie and embrace all the new experiences immigration to the community has and will continue to bring.
Partners	
Algoma District School Board	
Conseil Scolaire Catholique du Nouvel Ontario	
Huron Superior Catholic District School Board	
Algoma University	
Sault College	

Focus Area: Employment

The Local Immigration Partnership will work in conjunction with Employers, Unions and Employment Service Providers to address the following objectives:

Analyze this focus area with an understanding of cultural competence elements to:

- Attract and retain Internationally Trained Professionals to Sault Ste. Marie
- Develop and enhance employment services to assist newcomers trying to obtain employment in Sault Ste. Marie
- Continue development of welcoming and inclusive workplaces to ensure newcomers receive fair and equal access to employment
- Ensure up to date labour market information is available and accessible through strong partnerships for all strategic planning
- Encourage implementation of individual cultural competence action plans within organizations in this sector

Goal	To enhance and develop employment services to assist immigrants to Sault Ste. Marie. Continue partnership development to ease access for Internationally Trained Professionals to enter the community's workforce and help satisfy existing and pending labour shortages.
-------------	---

Partners

Small/Medium/Large Business

Sault Community Career Centre

Employment Solutions

United Steelworkers Union

Algoma Workforce Investment Committee

Sault Ste. Marie Economic Development Corporation

Focus Area: Health Care

The Local Immigration Partnership will work in conjunction with the Health Care sector and Settlement Services Providers to address the following objectives:

Analyze this focus area with an understanding of cultural competence elements to:

- Build strong partnerships with Health Care providers in Sault Ste. Marie to ensure necessary programs and support services are easily available and convenient
- Develop and enhance service to assist immigrants in receiving accurate information and documentation for Health Care
- Promote existing and newly developed services to newcomers through presentation and proper referral
- Encourage implementation of individual cultural competence action plans within organizations in this sector

Goal	Immigrants/Newcomers to Sault Ste. Marie will receive the most accurate information and assistance to receive fair and equal access to health care services. Immigrants/Newcomers will feel comfortable and supported with regard to accessing all available health care services at any time.
-------------	--

Partners

Sault Area Hospital

Group Health Centre

Federal Government

Ontario Government
City of Sault Ste. Marie
LHIN
Walk-in Clinics
Physician Recruitment
Sault Community Career Centre/New to the Sault

Focus Area: Cultural Celebration

The Local Immigration Partnership will work in conjunction with local Cultural Clubs/Groups to address the following objectives:

Analyze this focus area with an understanding of cultural competence elements to:

- Promote Diversity Week in Sault Ste. Marie to reach all residents of the community
- Encourage inclusive cultural celebration all year round in Sault Ste. Marie
- Create opportunities for the community to learn about new cultures that are present in Sault Ste. Marie.
- Encourage and embrace the cultural diversity in Sault Ste. Marie through support of new businesses, restaurants and cultural groups.

Goal Encourage the celebration of all cultures in Sault Ste. Marie. Create a positive environment for all new and existing cultural clubs/groups to plan and host events, activities and programs to share all aspects of each culture with community members.

Partners	
	Algoma Multicultural Centre
	Algoma Latin Association
	ACCANO
	Islamic Association of Sault Ste. Marie
	School Boards
	City of Sault Ste. Marie
	LIP Awareness Committee and LIP Communication Committee
	Sault Community Career Centre/New to the Sault

Focus Area: Sports and Recreation

The Local Immigration Partnership will work in conjunction with Sports and Recreation organizations and cultural groups to address the following objectives:

Analyze this focus area with an understanding of cultural competence elements to:

- Encourage diverse sports and recreational activities to be organized and offered in Sault Ste. Marie
- Build strong partnerships with organizations and groups that organize sports and recreation in Sault Ste. Marie
- Enhance communication to immigrants/newcomers for easier access to sports and recreational activities offered in the community.

Goal	Immigrants/Newcomers to Sault Ste. Marie will have easily accessible contact information for sports and recreation activities through developed communication and referral systems. Research and encouragement for the implementation of new sports to include popular recreational activities from other countries will be ongoing through development of strong partnerships.
-------------	---

Partners

Algoma Multicultural Centre
Algoma Latin Association
ACCANO
Islamic Association of Sault Ste. Marie
AMSA (Algoma U)
City of SSM (CSD)
New to the Sault
Sault Ste. Marie YMCA
Algoma University – George Leach Centre

Inviting Community Concept

This concept was originally introduced to the Local Immigration Partnership in 2012, by Sault College, as the “Fundamentals of Invitational Education”. Invitational Education, developed by William W. Purkey and John M. Novak, is a theory of practice, designed to create, maintain and enhance human environments that cordially summon people to realize their potential. It maintains that every person and everything in and around organizations or the community adds to or subtracts from the process of being a beneficial presence in the lives of human beings, personally and professionally.

The Local Immigration Partnership has become familiar with the major components of this theory and adopted the aspects of it that are suitable to creating an inviting community. The Inviting Community Concept will be delivered in the following formats:

1. **Framework Flow Chart:** to provide a visual explanation of how the Community Fundamentals (Optimism, Trust, Respect, Intentionality) should be reflected in the development and enhancement of the Essential Elements (People, Places, Policies, Programs, Processes).

2. **Written Report:** to provide a detailed breakdown of each of the Community Fundamentals and examples of how they can be reflected in the Essential Elements through comprehensive examples.

The overall objectives of the Inviting Community Concept are as follows:

- Become familiar with the 4 major Community Fundamentals;
- Identify and understand in detail the Essential Elements specific to Inviting Community;
- To be utilized as a guide for development and enhancements of policies, programs, procedures, etc. in order to ensure they are culturally competent and inviting.

The completed Inviting Community Concept flow chart and report will be used to assist community partners in creating individual action plans geared toward developing culturally competent programs, processes, policies, people and places.

Welcoming Communities Initiative Study

Since 2009, the Sault Ste. Marie Local Immigration Partnership has been creating community partnerships to enhance, develop and consolidate services for newcomers to the City. In 2011, the Welcoming Communities Initiative delivered the “17 Characteristics of a Welcoming Community” list that could be used by municipalities as a framework to gauge their progress in being termed a welcoming community.

The following 17 characteristics were identified as the Characteristics of a Welcoming Community:

1. Employment Opportunities
2. Fostering of Social Capital
3. Affordable and Suitable Housing
4. Positive Attitudes toward Immigrants, Cultural Diversity, and the presence of Newcomers in the Community
5. Presence of Newcomer-Serving Agencies that Can Successfully Meet the Needs of Newcomers
6. Links Between Main Actors Working toward Welcoming Communities
7. Municipal Features and Services Sensitive to the Presence and Needs of Newcomers
8. Educational Opportunities
9. Accessible and Suitable Health Care
10. Available and Accessible Public Transit
11. Presence of Diverse Religious Organizations
12. Social Engagement Opportunities
13. Political Participation Opportunities
14. Positive Relationships with the Police and the Justice System
15. Safety
16. Opportunities for Use of Public Space and Recreation Facilities
17. Favourable Media Coverage and Representation

The Sault Ste. Marie LIP will research and report on the 17 Key Characteristics after the development and delivery of all action items beginning in 2013-14 (ie. Inviting Community Concept and Focus Area Action Plan). The implementation of the Inviting Community Concept and Focus Area Action Plan will lead into the achievement of the 17 key characteristics and allow the community to see the overall improvements made to continue growing as a “Welcoming Community for All”

4th Annual Immigration Forum

The annual Sault Ste. Marie Immigration Forum is the largest event hosted by the Local Immigration Partnership every fiscal year. The Immigration Forum is the only conference in Sault Ste. Marie that focuses completely on immigration, issues faced by newcomers and the services/programs available throughout the City and offered by the Governments of Ontario and Canada. This event brings in participants from all sectors including business, education, health care, culture, Government, service providers, employers, and newcomers. The theme for each Immigration Forum is based on the theme selected by the LIP Council and LIP Awareness Committee for the Community Awareness Campaigns. The Annual Immigration Forums are held in February of each year, the 2014 date will be released in December 2013.

Membership with the Canadian Coalition of Municipalities Against Racism and Discrimination

On March 25, 2013, City Council approved a resolution brought forward by the Local Immigration Partnership to consider membership with the Canadian Coalition of Municipalities Against Racism and Discrimination (CCMARD). In the 2013-14 fiscal year, LIP will work with community partners to develop a report of local support that will be brought forward to City Council in 2014. If approved, The City of Sault Ste. Marie through LIP will proceed with becoming a member of CCMARD.

Conversation Circle

The Local Immigration Partnership is beginning a new Conversation Circle initiative to assist with research and continue to increase participation from newcomers. The LIP Conversation Circles are intended to create a place for people to give and receive both emotional and practical support as well as exchange information. Conversation Circles will occur every 3 weeks unless more frequent meeting are required and are open to anyone who would like to participate. Themes or topics of discussion will be selected based on conversation from previous circles and suggestions from participants.

In order to successfully complete the proposed tasks and initiatives for the 2013-14 fiscal year, the Local Immigration Partnership will be requesting the assistance of local organizations, employers, educational institutions and newcomers. The following is a list of committees and working groups that will be developed throughout the fiscal year to assist with research, plan development and implementation planning. Committees and working groups include but are not limited to:

Local Immigration Partnership Standing Committees – Formed in 2010 and remain on-going each fiscal year, new members are always welcome.

1. LIP General Committee – Standing
2. Awareness Committee – Standing
3. Forum Committee – Standing

Local Immigration Partnership Temporary Committees and Working Groups – Formed between 2013 – 2014, will remain on-going until plans are developed.

1. Racial Harmony Committee – Temporary (Formed January 2013)
2. Communications Committee – Temporary (Formed January 2013)
3. CCMARD Committee – Temporary (May 2013)
4. Invitational Community Committee – Temporary (September 2013)

Focus Area Action Plan Working Groups

5. Settlement Services – Temporary (January 2014)
6. Education – Temporary (January 2014)
7. Employment – Temporary (January 2014)
8. Cultural Sensitivity – Temporary (January 2014)
9. Health Care – Temporary (January 2014)
10. Cultural Celebration – Temporary (January 2014)
11. Sports and Recreation – Temporary (January 2014)

Strong community participation on the above listed committees is a necessary step to ensure accurate information is collected and plans are delivered properly. All interested organizations, groups and individuals are welcome to participate.

Testimonials

"The Sault Ste. Marie Police Services believes that working pro-actively along-side the community makes for a great partnership. Additionally, the Sault Ste. Marie Police Services strives to be accessible to all members of our community both in the service we provide and the facilities we operate. Being a member of the Sault Ste. Marie Local Immigration Partnership has allowed the Police Services to work closely with a wide range of local organizations and newcomers to ensure accessible customer service, successful integration, and equal opportunity for all residents in our City".

- **Chief Robert D. Davies – Sault Ste. Marie Police Services**

"I am certain that the services provided by (LIP) the Local Immigration Partnership are invaluable to newcomers. LIP does an excellent job at providing different services and opportunities, which allow newcomers to have opportunities to integrate and contribute to the community.

Having the opportunities to contribute is very important to newcomers; because it allows newcomers to integrate quickly, it makes us feel welcome, and gives us a sense of belonging.

As a newcomer myself, who has worked very closely with LIP, there are no words created yet for me to express the value LIP has been to myself and my family. I feel LIP has given me a voice and a huge sense of belonging, which you cannot put a price on. I trust and expect LIP to continue to play a significant role in enhancing the excellent services, which are important for helping newcomers to integrate within the community of Sault Ste. Marie in an easy and welcoming way".

- **Dave Mornix**

“Sault Community Career Centre’s (SCCC) Settlement Services program, or New to the Sault, is funded by Citizenship and Immigration Canada (CIC) and has been an active member of the Local Immigration Partnership (LIP) since its conception in 2009. With its presence the LIP has been actively seeking new and innovative ways to connect to our newcomer population in Sault Ste. Marie and the Algoma District by enhancing local partnerships, engaging in focus groups and bridging gaps for international residents. With over 50 members, we feel that the LIP is a strong presence in the community that works with Newcomers to Canada to support the inclusion and integration of newcomers while also creating a welcoming community for all.

The LIP was the first of its kind to create a community Settlement Strategy that provided information on the newcomer population, their successes, gaps in services and feedback on how to improve welcoming Newcomers to Canada to our city. SCCC was included as part of the strategy to offer settlement services but the partnership also welcomed other local organizations and cultural groups to join the LIP. The community responded positively and the partnership made it easier to refer clients throughout the network as it provided information on what programming and services were available for newcomers specifically. We also learned through the network what newcomers felt were a priority and SCCC created settlement services that enhanced our programming to address those priorities.

The LIP continues to address the needs of Newcomers to Canada by offering new ways to connect to the network, such as with the annual Immigration Forum, focus groups, and monthly meetings. The annual Immigration Forum is a successful event where Newcomers to Canada provide feedback on how the community is doing in welcoming and engaging newcomers, and how we can develop new strategies to address gaps in current programs and services. We are happy to participate in the forum each year by offering our feedback and assistance in the development of the forum theme and discussion topics. From the 2013 Immigration Forum the LIP formulated two new committees, the Racial Harmony and Communications Committee that will assist with the further integration and welcoming of newcomers to the area. As a member of both committees we are happy to see the gradual progression and development in the city to welcome newcomers while also having an opportunity to express new needs and gaps that newcomers face.

Overall, we are pleased with the efforts and developments the LIP has made for Newcomers to Canada and community organizations that assist newcomers since its conception. We look forward to working with the LIP in the future to assist with the development and welcoming of Newcomers to Canada in our city.”

- **Sault Community Career Centre, New to the Sault Settlement Services Program**

"To maintain a high quality of life in Sault Ste. Marie, groups have to work together to provide top-notch programs and services that make the community a great place to live, work, study and raise a family. The Local Immigration Partnership (LIP) is a key spoke in this wheel. The Sault Ste. Marie Economic Development Corporation has been proud to partner with the LIP on a number of fronts, including providing business start-up support for newcomers, and we will continue to do so in the future."

- **Tom Dodds, CEO, Sault Ste. Marie Economic Development Corporation**

"Local Immigration Partnership (LIP) has been a vital community partner in a coordinated effort to attract, welcome, and integrate immigrants to Sault Ste. Marie and the Algoma District. Excited to be a new Canadian, I felt very proud to have been invited as a LIP volunteer member in 2010. Since joining Local Immigration Partnership, I have actively participated in creating and developing initiatives to enlighten the community to welcome newcomers, as well as engaging newcomers to become involved in the community. In my experience, I found LIP staff and members to be true professionals and extremely supportive to me, as well as many other newcomers I have spoken with in the Sault. Their direct and open approach makes them great to work with and their positive attitude is truly infectious! Thank you LIP Sault Ste. Marie!"

- **Sandra Mongui**

“As part of the Algoma District School Board, Northland Adult Learning Centre has been operating a successful English as a Second Language program in Sault Ste. Marie, Ontario for many years. We provide both day and evening classes which focus on vocabulary development using a thematic approach to grammar, listening skills, reading comprehension and journal writing. Our advanced classes include Workplace Language Skills and TOEFL Preparation. We believe that learning English is essential for living and working in today’s global economy.

Our program not only teaches Canadian English at all the Canadian Benchmark Levels but also presents to our international and local students the Canadian Culture experience that is present in the Sault Ste. Marie area which is naturally gifted as we all know. Sault Ste. Marie is a beautiful, friendly, safe and clean city. It is situated on Lake Superior and is nestled in the vast Algoma wilderness.

In 2009 Sault Ste. Marie’s Local Immigration Partnership developed a community based strategy for newcomers to Sault Ste. Marie. The goal of creating a Welcoming Community is being accomplished through ongoing marketing and initiatives and projects such as the Immigration Forums which have been held for 3 consecutive years, a community awareness campaign, identifying existing services to newcomers, addressing gaps and the Racial Harmony resolution passed by city council.

Our international students and our organization have participated throughout the process, giving support and input where needed. Through this collaborative effort of our community members, services, and LIP, Sault Ste. Marie has grown from a community who had very limited international awareness to a more culturally diverse and accepting community. A truly better place to live and work!”

- **Janet Prpich, Program Coordinator, Northland Adult Learning Centre**

*"The Algoma District School Board was pleased to continue in partnership with the Local Immigration Partnership again in 2012-2013. One of the highlights for our Board occurred on April 23rd when our Board joined the City of Sault Ste. Marie, endorsing the Racial Harmony Resolution and passing a motion to support the City of SSM in adopting and passing the Motion supporting Racial Harmony. At the Board meeting, ADSB Chair of the Board Jennifer Sarlo commended the City and the LIP for their leadership in bringing the community together around racial harmony. **"As a Board, we recognize the importance of embracing cultural diversity in Sault Ste. Marie. We are committed to working in partnership to ensure staff and students in our schools embrace diversity in a caring, welcoming way."** LIP representative Asima Vezina, Superintendent for Education with ADSB is proud to be a member on the LIP committee. It is commendable that the City of SSM is taking a lead role in ensuring community partners have an opportunity to plan together toward a common goal of ensuring their community is inviting, welcoming and attractive for newcomers looking to relocate to SSM. The strength of the LIP of Sault Ste. Marie is in the commitment of the various organizations and volunteers who make up the partnership and are committed to working together on a number of projects, initiatives, strategies."*

- **Algoma District School Board**

Thank you!

A special thank you to the many organizations and individuals who assisted in the development of this Community Progress Report. All members of the Local Immigration Partnership have been so dedicated in the implementation of Sault Ste. Marie's Settlement Strategy to create a welcoming community for all. The on-going research, reports, action plans, events and initiatives would not be possible if it was not for the passion and enthusiasm of our members.

The Local Immigration Partnership has met and worked closely with many newcomers in Sault Ste. Marie since 2009. We thank you for sharing your stories and experiences with us. Most of all, we thank you for being a part of our committees and initiatives throughout the years and the contributions you have made to this community.

The Local Immigration Partnership also works closely with numerous organizations, employers and institutions in Sault Ste. Marie. We thank you for all of your efforts in making programming, services, and workplaces accessible and accommodating for newcomers to our community.

Sault Ste. Marie LIP is committed to forming strong partnerships in the community and implement strategies and action plans to achieve our vision that: ***The City of Sault Ste. Marie will be perceived as a vibrant, diverse, welcoming community offering opportunities and services in the labour market, education system as well as socially making Sault Ste. Marie an ideal city for newcomers to live, work, learn and play.***



Sincerely the Local Immigration Partnership Staff,

Danny Krmpotich
LIP Coordinator

Melissa Ceglie
LIP Assistant

Robin Fox
Program Assistant

Appendix 1

Local Immigration Partnership General Membership (Includes all committees and Council)

Member Organizations

African Caribbean Canadian Association of Northern Ontario	Agero	Sault and Area Labour Council	Algoma District School Board	Algoma Latin Association	Algoma Legal Clinic
Algoma Multicultural Centre	Algoma Public Health	Algoma University	Algoma Workforce Investment Corporation	Baawaating Family Health Team	Canada Border Service Agency
Chamber of Commerce	Citizenship and Immigration Canada	City of SSM – Emergency Services Department	City of SSM – Planning Department	City of SSM – Social Services Department	Community Living Algoma
Contact North	City Councillor	CTV	Discover the Sault Immigration Web Portal	Economic Development Corporation	Essar Steel Algoma
Francophone centre	Garden River Health Centre	Group Health Centre	Huron Superior Catholic District School Board	Indian Friendship Centre	John Howard Society
Metis Nation of Ontario	Ministry of Citizenship and Immigration	Ministry of northern Development and mines	Ministry of Training, Colleges and Universities	MPP's Office	Newcomers
Northland Adult Learning Centre	Parks Canada	Physician Recruitment and Retention	Professions North	RDEE Ontario	Réseau du mieux-être francophone du nord de l'ontario
Safe Communities Partnership	Sault College	Sault Community Career Centre/ New to the Sault	Sault Ste. Marie Police Services	Sault Ste. Marie YMCA	Service Canada
Shaw TV	Superior Chrysler	Tenaris Algoma Tubes	United Way	MP's Office	

Individual Members

Alison Weir	Ana Vargas	Andrew Ross	Anna Zuccato	Asima Vezina	Carol Noaln
Chisato DeMarco	Chris Shamess	Christine Kucher	Christine Ouimette	Cindy Sawyer	Dave Mornix
Don Ferguson	Don McConnell	Don Muio	Dr. Amhalhal	Duane Moleni	Elizabeth Edgar-Webkamigad
Fran Scheepmaker	Frank Greco	Gary Premo	Greg Lefave	Henry Jin	James Cameron
Jane Martynuck	Jane Omollo	Janet Prpich	Jeanette Cowen	Jennifer Barton	Jody Wildman
Joe Krmpotich	Jonathan Coulman	Jonathan Periard	Jose Reyes	JP Morin	Judy Montague
Karol Rains	Kevin Hemsworth	Kim Caruso	Kim Seabrook	Krista Pearson	Larry Pezzutto
Lauren Perry	Laurie Poirier	Linda Kirby	Lise Joyal	Lisa Rietveld	Mark Allard
Maureen Dodd	Mike Nadeau	MP Bryan Hayes	MPP David Oraziatti	Nishi Prasad	Pam Nolan
Patricia Ricard	Peter Tonazzo	Peter Vaudry	Pramod Shukla	Precious Cedolia	Ralph Medaglia
Ray Running	Rob Tong	Robert Totime	Saira Anjum	Sandra Mongui	Sean Sparling
Selene Gamino	Sharon Mosker	Shelley Barich	Silvia Alves	Sister Pat Carter	Sonny Spina
Susan Hunter	Suzanne Salituri	Tamara Van Dyk	Tammy Webb	Tom Bonnell	Tom Dodds
Wendy Bird	Zoltan Virag				

Appendix 2

Local Immigration Partnership Community Sponsorships

The Local Immigration Partnership is committed to strengthening awareness about cultural diversity and immigration in Sault Ste. Marie. As part of this commitment, the Local Immigration Partnership sponsors various clubs and organizations within the community to host activities and events that deliver messages of Racial Harmony and promote cultural diversity and inclusion. The following is a list of local organizations that LIP has sponsored:

- **Algoma University**
- **Immigration Web Portal**
- **Community Child Care**
- **Safe Communities Partnership**
- **Sault Community Career Centre/New to the Sault**
- **Sault Youth Association**
- **Algoma Multicultural Association**
- **Algoma Latin Association**
- **Sault Ste. Marie Cricket Club**
- **Francophone Centre**
- **Pan Northern Immigration Committee**

Appendix 3

Sault Ste. Marie – Challenges Report

The City of Sault Ste. Marie, along with Canada as a whole continues to face challenges that will affect the overall population and the labour market. Some local challenges being faced include:

- An aging population
- Retirements and replacement demands

The Local Immigration Partnership is designed to create strategic partnerships across all sectors for the successful attraction and retention of immigrants to Sault Ste. Marie. In 2008, the City of Sault Ste. Marie identified that immigration is a key factor in the future growth of the labour pool as well as the population of the community.

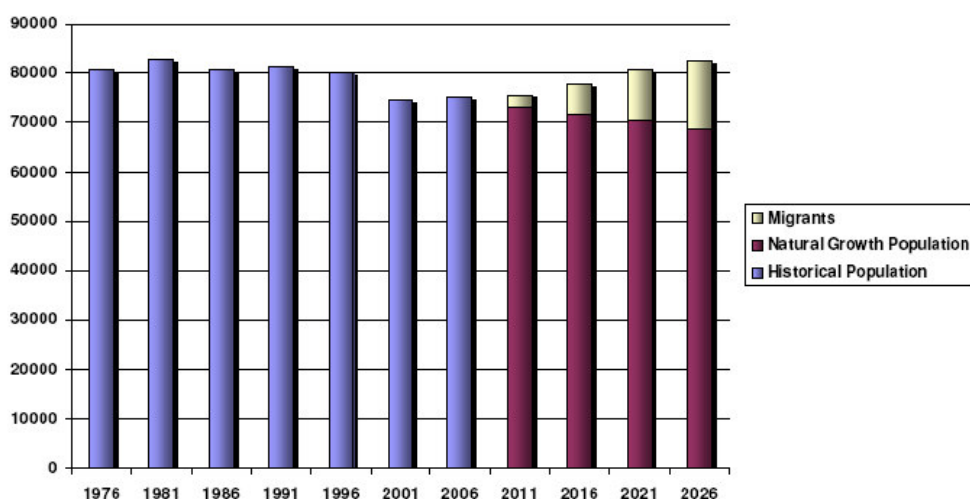
Aging Population

Overall Population

Similar to most of Canada, the population of Sault Ste. Marie is aging. In 2008, The City of Sault Ste. Marie's Engineering and Planning Department released a Population and Housing Projections Report including population trends until the year 2026. Total births are projected to continue decreasing and total deaths are projected to continue increasing. Also, those leaving the workforce are projected to outnumber those entering the workforce. Figure 1 is the historical and projected population for Sault Ste. Marie focusing on natural growth and migrants.

Figure 1

Historical and Projected Population

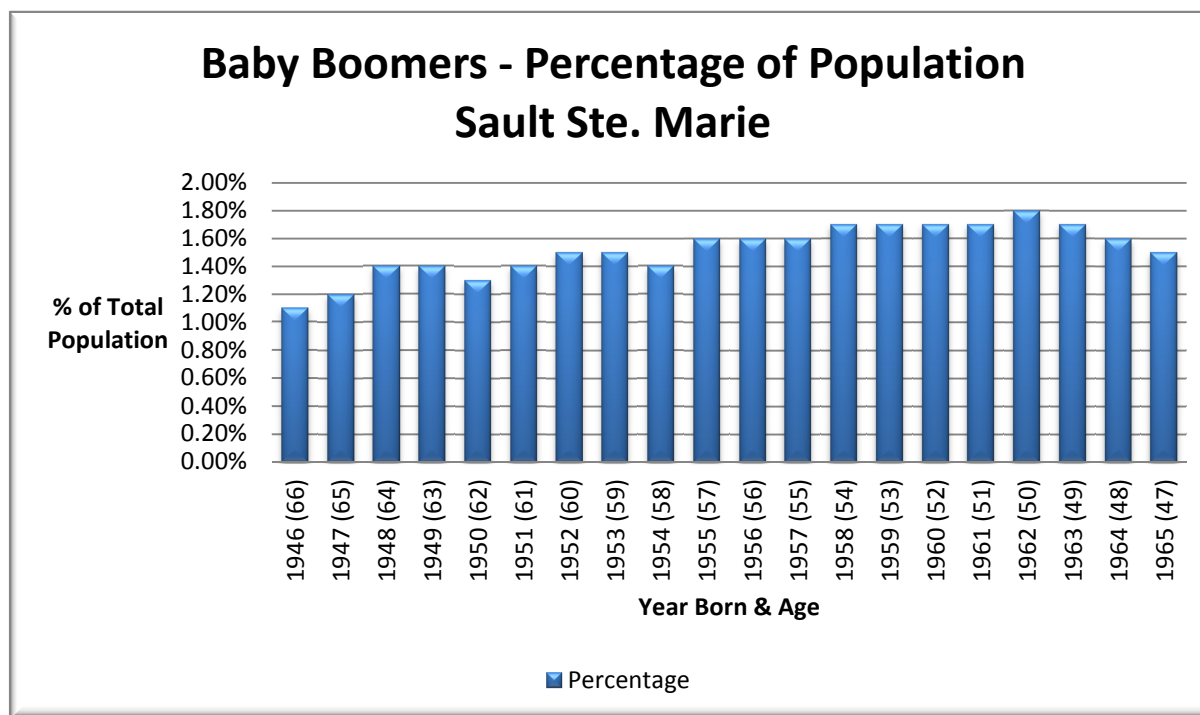


Source: Population and Housing Projections, City of Sault Ste. Marie Engineering and Planning Department, 2008

Baby Boom Generation

Baby boomers (born between 1946 and 1965), represent Canada's largest generation in history and as of 2011, they began turning 65 years of age. According to figures from Statistics Canada 2011 Census, baby boomers make up 30.6% of Sault Ste. Marie's total population.

Figure 1



Source: Statistics Canada, 2011 Census

The graph above shows the percentages of baby boomers by year, with respect to the total population of Sault Ste. Marie. The total population for Sault Ste. Marie according to Statistics Canada, 2011 Census is 75,145. The total number of baby boomers (those between the ages of 47-66) is 23,010.

The table below is a detailed view of the exact numbers for each age in the baby boom generation as well as the percentage it represents out of the total population.

Figure 2

Year (Age)	Percentage	Total
1946 (66)	1.10%	830
1947 (65)	1.20%	910
1948 (64)	1.40%	1040
1949 (63)	1.40%	1080
1950 (62)	1.30%	1005
1951 (61)	1.40%	1050

1952 (60)	1.50%	1095
1953 (59)	1.50%	1115
1954 (58)	1.40%	1080
1955 (57)	1.60%	1205
1956 (56)	1.60%	1195
1957 (55)	1.60%	1220
1958 (54)	1.70%	1240
1959 (53)	1.70%	1305
1960 (52)	1.70%	1290
1961 (51)	1.70%	1315
1962 (50)	1.80%	1375
1963 (49)	1.70%	1285
1964 (48)	1.60%	1215
1965 (47)	1.50%	1160
Overall Total	30.60%	23,010
Total Population		75,145

Source: Statistics Canada, 2011 Census

As shown above, the largest portions of baby boomers are between 48 to 57 years of age. Each of these ages individually represent between 1.6% and 1.8% of the total population for Sault Ste. Marie.

Seniors

Statistics Canada includes two age categories for individuals identified as seniors, the first is those aged 65 years and older while the second is those aged 80 years and older. In 2012, as outlined above, the earliest baby boomers (those born in 1946 and 1947) have now entered the senior's category according to Statistics Canada. In the 2011 Census, Sault Ste. Marie had 14, 830 people in the Seniors – 65 years and older category while seniors aged 80 years and older totalled 4,390. All in all, Seniors represent 25.5% of the City's population as of 2011.

Figure 3 displays the population by broad age groups for both sexes for the year of 2006 and 2011. The population is divided into 4 age groups including:

1. Children: 0-14 years
2. Working-Age Population: 15-64 years
3. Seniors: 65 years and over
4. Seniors: 80 years and over

Figure 3 a

Population by broad age groups and sex, 2006 counts for both sexes, for Canada and census subdivisions (municipalities) with 5,000-plus population

Geographic name	CMA/CA type	Age groups			Total	Seniors: 80 years and over
		children: 0 to 14 years	working-age population: 15 to 64 years	seniors: 65 years and over		
Sault Ste. Marie,	CY	11,430	49,640	13,875	74,945	3,700

Figure 3 b

Population by broad age groups and sex, 2011 counts for both sexes, for Canada and census subdivisions (municipalities) with 5,000-plus population

Geographic name	CMA/CA type	Age groups			Total	Seniors: 80 years and over
		children: 0 to 14 years	working-age population: 15 to 64 years	seniors: 65 years and over		
Sault Ste. Marie	CY	10,670	49,645	14,830	75,145	4,390

Source: Statistics Canada, 2011 Census, Data Products

Although Sault Ste. Marie saw only a 0.3% increase in total population from 2006 to 2011, total percentage change between age categories for children and seniors was much larger.

Figure 4

Population by broad age groups and sex, percentage change (2006 to 2011) for both sexes, for Canada and census subdivisions (municipalities) with 5,000-plus population

Geographic name	CMA/CA type	Age groups			Total	Seniors: 80 years and over
		children: 0 to 14 years	working-age population: 15 to 64 years	seniors: 65 years and over		
Sault Ste. Marie	CY	-6.6	0.0	6.9	0.3	18.6

Source: Statistics Canada, 2011 Census, Data Products

Figure 4 compares population by broad age group for both sexes from the 2006 Census to the 2011 Census for Sault Ste. Marie. Percentage changes were noted in all age groups except the working-age population.

- Seniors 65 to 79 years increased by 6.9%, moving from 13,875 in 2006 to 14,830 in 2011
- The largest percentage change was the increase in senior's age 80 years and over. In 2006 there were 3,700 individuals in this age group, increasing to 4,390 in 2011 for a total percentage change of 18.6%

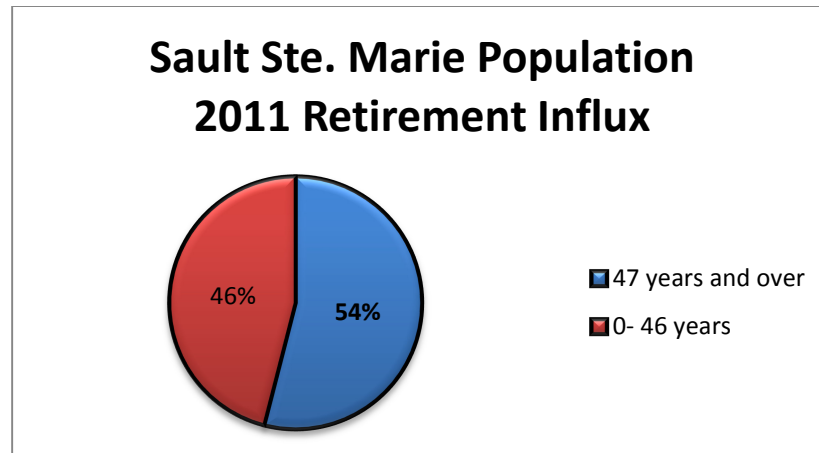
In summary, Sault Ste. Marie continues to face an aging population. Baby boomers now range from the ages of 47 to 66 and make up 30.6% of the City's total population. Of those baby boomers, 1,740 of them have now entered the senior's age group, as identified by Statistics Canada. Seniors 80 years and over saw the largest percentage change from 2006 with an increase of 18.6%. Between the baby boom generation reaching retirement age and entering the senior's age group Sault Ste. Marie continues to face pending shortages of skilled workers.

Retirements and Replacement Demand

Sault Ste. Marie continues to find itself in a position where employers face a general decline in the labour pool, primarily focused on the population of skilled and professional labour. With such a large portion of the population being baby boomers – who are at or nearing retirement age – Sault Ste. Marie

will see challenges with replacement demands. With declining birth rates, an aging population, a rise in retirements, and a shortage of certain skilled labour, the City will have to attract and retain immigrants to maintain necessary numbers for the local workforce.

Figure 5



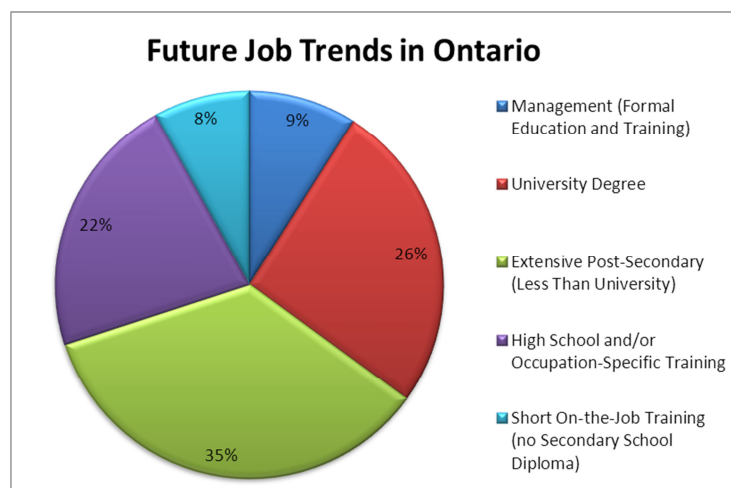
Source: Statistics Canada, 2011 Census

The graph above shows the population distribution of those aged 47 years and older in comparison to those aged 0-46 years. The group 47 years and older is made up of baby boomers and seniors in Sault Ste. Marie which equals 54% of the total population. The group 0-46 includes children aged 0-14 and the working age population up until the youngest of the baby boomers, this group equals 46% of the total population. This chart demonstrates that over half of Sault Ste. Marie's population is comprised of people that are at or nearing retirement and seniors 65 and over.

Future Job Trends in Ontario

Although it is difficult to accurately predict which occupations will be in demand in the future, and how many jobs will be created in these occupations, the Ministry of Training, Colleges and Universities have developed a list explaining where most new job creation is expected by 2013. Figure 6 shows the percentage composition of job trends by skill level.

Figure 6



Source: Ministry of Training, Colleges and Universities, Labour Market Information

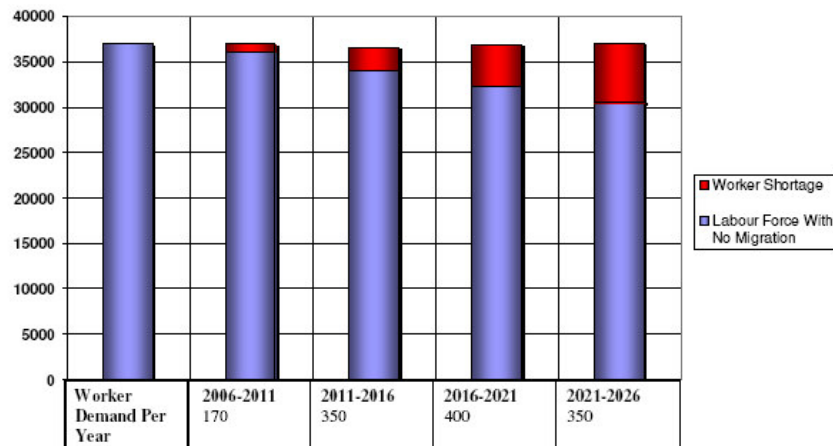
According to the Ministry of Training, Colleges and Universities Labour Market Information, the following specific occupations will be in demand for each category.

Future Job Trends in Ontario – Detailed Breakdown	
Management (Formal Education and Training)	• Managers in healthcare • Computer and information systems managers
University Degree	• Specialist physicians • Physiotherapists • Occupational Therapists • Software Engineers • General practitioners and family physicians • Information systems analysts and consultants • Pharmacists • Civil engineers • Social Workers • Registered nurses
Extensive Post-Secondary (Less Than University)	• Paralegal and related occupations • User support technicians • Dental hygienists and dental therapists • Early childhood educators and assistants • Electricians (except industrial and power system) • Chefs • Plumbers • Refrigeration and air conditioning mechanics
High School and/or Occupation-Specific Training	• Customer service, information and related clerks • Food and beverage servers • Truck drivers • Heavy equipment operators
Short On-The-Job Training (No Secondary School Diploma)	

It can be stated that Sault Ste. Marie will have to attract skilled professional immigrants to satisfy replacement demands. The Local Immigration Partnership is comprised of local employers and labour organizations that report on current and pending challenges with the local labour market as well as discuss services and programs that are designed to assist employers when actively searching for specific skilled workers. The City of Sault Ste. Marie Engineering and Planning Department's Population and Housing Projection Report provides two figures regarding migrants necessary for the local labour force for the time period of 2006-2026.

Figure 7

Migrant Workers Required to Maintain Existing Labour Force



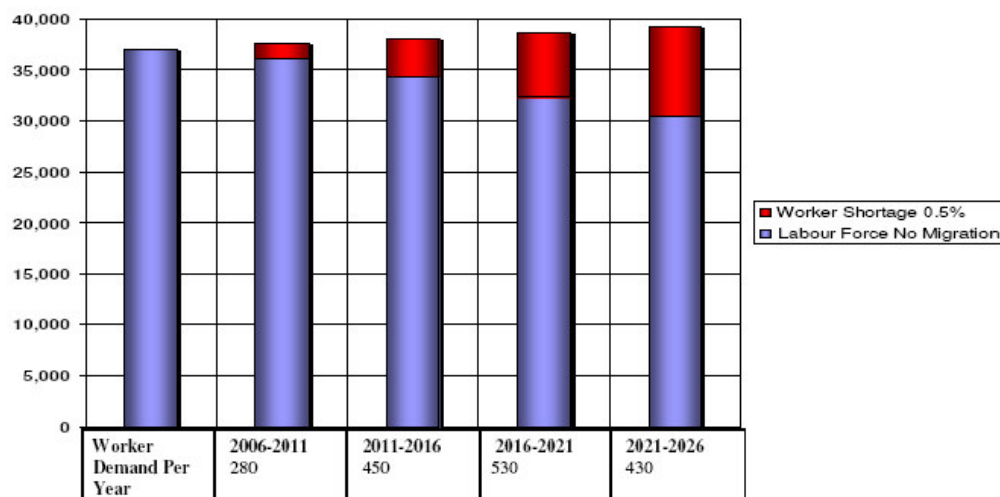
- Based on 2007 Northeastern Participation Rates, Ministry of Finance Mortality/Fertility Rates
- Does not include 0.2% annual labour force participation rate increase



Source: City of Sault Ste. Marie Engineering and Planning Department, Population and Housing Projections, 2008

Figure 8

Migrant Workers Required to Achieve 0.5% Annual Labour Force Growth



- Based on 2007 Northeastern Participation Rates with annual 0.2% labour force participation rate increase
- 2006 Ministry of Finance Fertility and Mortality rates.



Source: City of Sault Ste. Marie Engineering and Planning Department, Population and Housing Projections, 2008

Retirements are imminent-% over age 50 in 2006

*Despite the downturn, there will
be openings in the near future.
The key is to plan now.*

Industrial Electricians	65%
Bricklayers	58%
Heavy-Duty Equipment Mechanics	46%
Hairstylists	46%
Bookkeepers	44%
Construction Millwrights	39%
Machinists	38%
Welders	37%
Registered Nurses	34%
Plasterers, Drywall Installers	33%
Carpenters	33%
Plumbers, Pipefitters, Gasfitters	32%
Crane Operators	31%
Truck Drivers	31%
Ironworkers	29%
Heavy Equipment Operators (Except Crane)	26%

• Source: 2006 Census

10

1 800 O-Canada servicecanada.gc.ca

More Occupations in Demand

- Financial Auditors and Accountants
- Financial and Investment Analysis
- Specialists in Human Resources
- General Office Clerks
- Accounting and Related Clerks
- Customer Service, Information and Related Clerks
- Physiotherapists
- Medical Laboratory Technicians
- Medical Radiation Technologists
- Chefs
- Food and Beverage Servers

Source: <http://www.labormarketinformation.ca/>

11

1 800 O-Canada servicecanada.gc.ca

Quick Facts

- Baby boomers (1946-1965) make up 30.6% of SSM's total population.
- The largest portion of baby boomers are between 48 and 57 years of age.
- Seniors (65 and over) represent 25.5% of Sault Ste. Marie's population.
- From 2006-2011 Sault Ste. Marie had a -6.6% decrease in the age group, Children (0-14 years).
- From 2006-2011 Sault Ste. Marie had a 6.9% increase in the age group, Seniors (65 years and over).
- From 2006-2011 the largest population age group increase was Seniors (80 years and over), at 18.6%.
- 42.8% of Sault Ste. Marie's total working-age population (15 – 64 years) are made up of baby boomers (47-64 years).
- 7.6% of baby boomers are now included in the Seniors age group (65 years and over).

ADDENDUM

REGULAR MEETING OF CITY COUNCIL

2013 12 02

4:30 P.M.

COUNCIL CHAMBERS

3. APPROVE AGENDA AS PRESENTED

Mover: Councillor J. Krmpotich

Seconder: Councillor S. Butland

Resolved that the Addendum #1 for the 2013 12 02 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

jj) Solar Photovoltaic FIT Application Addendum

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

The relevant By-law 2013-242 is listed under Item 10 of the Agenda 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**
- (4) FIRE**
- (5) LEGAL**
- (6) PLANNING**
- (7) PUBLIC WORKS AND TRANSPORTATION**
- (8) BOARDS AND COMMITTEES**

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

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

9. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

**10. CONSIDERATION AND PASSING OF BY-LAWS
RESOLUTIONS**

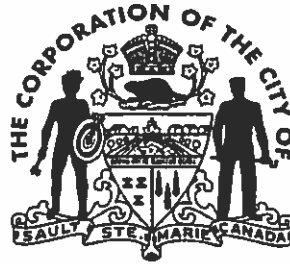
t) 2013-242

A by-law to authorize the execution of one (1) Municipal Council Support Resolution to support one (1) 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

**Jerry Dolcetti, RPP
Commissioner**

**Madison Zuppa, MES
Environmental Initiatives Coordinator**



**ENGINEERING & PLANNING
DEPARTMENT**

Engineering & Construction Division

2013 12 02

File: 4.277

Mayor Debbie Amaroso and
Members of City Council

RE: SOLAR PHOTOVOLTAIC FIT APPLICATION

PURPOSE

The purpose of this report is to request Council support for one (1) additional solar photovoltaic application 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 13, 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". The Proponent for the following project has requested Council support (see Schedule A):

1. Sault College, 443 Northern Avenue East, Sault Ste. Marie, Ontario, P6B 4J3.

This proponent is requesting support in addition to those presented elsewhere on the Council agenda.

This project supports the Alternative Energy Capital of North America declaration carried at the regular Council meeting dated 2008 09 08:

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

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 project is 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 Barb Bringleson, Sault College.

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

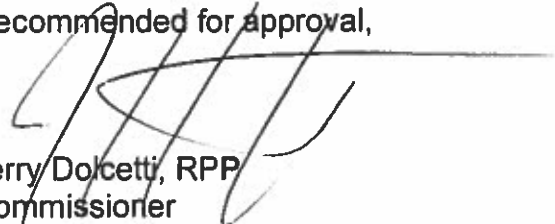
That the report of the Environmental Initiatives Coordinator concerning the solar photovoltaic FIT applications be received. By-law 2013-242 appears elsewhere on the agenda authorizing one (1) Municipal Council Support Resolution and is recommended for approval.

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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2013-242

RESOLUTION: (E2.1) A by-law to authorize the execution of one (1) Municipal Council Support Resolution to support one (1) solar photovoltaic Feed-In-Tariff (FIT) application 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 one (1) Municipal Council Support Resolution in the form of Schedule "A" hereto attached and dated the 2nd day of December, 2013, to support one (1) solar photovoltaic FIT application being submitted to the Ontario Power Authority Feed-In-Tariff Program.

2. SCHEDULE "A"

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

3. EFFECTIVE DATE

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

PASSED in open Council this 2nd day of December, 2013.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

cf LEGAL\STAFF\BYLAWS\2013\2013-242 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



120 Adelaide Street West, Suite 1600
Toronto, Ontario M5H 1T1
T 416-967-7474
F 416-967-1947
www.powerauthority.on.ca

PRESCRIBED FORM: MUNICIPAL COUNCIL SUPPORT RESOLUTION CONFIRMATION
(Sections 5.3(g) of the FIT Rules, Version 3.0)

OPARP/1-FIT-012r1

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. Sault College (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
(This must be the same description as stated in the Municipal Council Support Resolution originally provided as attached)
(the "Project") on 443 Northern Avenue East
(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 Province's 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: DEC 02 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.)



PRESCRIBED FORM/TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 6.1(d)(i) - FIT Rules, Version 2.0

Capitalized terms not defined herein have the meanings ascribed thereto in the FIT Rules, Version 2.0.

Resolution NO: _____

Date: 9-Oct-12

WHEREAS Sault College (the "Applicant") proposes to construct and operate a
_____ rooftop solar

(the "Project") on 443 Northern Avenue East (the "Lands") in
Sault Ste. Marie under the Province's FIT Program;

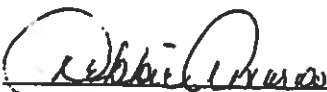
AND WHEREAS the Applicant has requested that Council of Sault Ste. Marie
Indicate by resolution Council's support for the construction and operation of the Project on the Property;

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 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# 2012-186

FIT reference number: FIT-GUS1BCZ
(Note: Must be inserted by Applicant to complete Application)