



REGULAR MEETING OF CITY COUNCIL REVISED AGENDA

Monday, January 20, 2014

4:30 p.m.

Council Chambers

Pages

17 - 29

1. ADOPTION OF MINUTES

Mover: Councillor S. Butland

Seconder: Councillor J. Krmpotich

Resolved that the Minutes of the Regular Council Meeting of 2014 01 06 be approved.

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

3. DECLARATION OF PECUNIARY INTEREST

4. APPROVE AGENDA AS PRESENTED

Mover: Councillor P. Christian

Seconder: Councillor J. Krmpotich

Resolved that the Agenda for 2014 01 20 City Council Meeting as presented be approved.

5. PROCLAMATIONS/DELEGATIONS

5.1 Margaret Bennett Retirement

Presentation of clock to Margaret Bennett, who has worked as a crossing guard at Wellington and Hugill Streets for 48 years.

5.2 eSCRIBE Electronic Agenda

Rob Treumann, President, eSCRIBE

5.3 Elementa – Waste to Energy

5.4 Microgrid Strategy

Glen Martin, CEO, Energizing Co.
Dominic Parrella, President and CEO, PUC Services Inc.

Mover: Councillor S. Butland
Seconder: Councillor J. Krmpotich

Whereas over the past several years, the City of Sault Ste. Marie has built an internationally recognized reputation as the "*Alternative Energy Capital of North America*"; and

Whereas one of the main economic development directions that the City, the EDC and the Innovation Centre have vigorously pursued has been in the areas of green energy production and energy conservation, as recommended by the consulting firm of Parker Venture Management Inc. in the "*Sault Ste. Marie Smart Energy Strategy*", which was accepted by City Council on February 6, 2012; and

Whereas the Ontario Energy Board, through the *Green Energy Act* of Ontario, has mandated all Ontario LDC's, including Sault Ste. Marie's PUC, to proactively develop "smart grid" technology in electrical distribution systems, as a means of improving our systems and conserving electricity; and

Whereas a newly formed company with proven Sault Ste. Marie connections (Energizing Co. (ECo.)) is proposing to enter into a partnership with PUC Distribution Inc., with a view to developing a utility distribution microgrid (UDM) project and a supporting combined heat and power (CHP) project in Sault Ste. Marie; and

Whereas encouraging discussions have already occurred with officials of the Ontario Ministry of Energy, as well as Natural Resources Canada; and

Whereas ECo. has retained the well known international engineering firm, Leidos Engineering, to complete a feasibility study of the proposed project, which is anticipated to have positive results; and Whereas the Sault Ste. Marie Innovation Centre and Leidos Engineering have made an application to the Ontario Smart Grid Fund for \$.5 million towards this project to be developed in Sault Ste. Marie; and

Whereas ECo. and Leidos Engineering are of the firm belief that Sault Ste. Marie can be at the forefront of microgrid deployment in North America because of our recent successes in the development of alternative green energy and sustainability projects and our establishment as a centre of energy innovation on the Provincial, National and International stages; and

Whereas this substantial investment in our aging local electrical distribution system (approximately \$30 million) would see a significant improvement in our infrastructure resulting in: improved power reliability by reducing outage frequency and duration; more choice and greater control over electric bills by customers; cleaner and more efficient power sources integrated on the grid; increased power quality and improved resilience in the system in the event of severe weather events.

Now Therefore Be It Resolved, that Sault Ste. Marie City Council wholeheartedly supports and endorses this project to be undertaken by

Energizing Co. and PUC Distribution Inc. for the development of a combined utility distribution microgrid and heat and power project in Sault Ste. Marie, as a logical next step in the furtherance of Sault Ste. Marie's "*Smart Energy Strategy*."

CONSENT AGENDA

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

Mover: Councillor S. Butland

Second: Councillor J. Krmpotich

Resolved that all the items listed under date 2014 01 20 – Part One – Consent Agenda be approved as recommended.

6.1 Stop the Great Lakes Nuclear Dump Inc.

32 - 37

Mover: Councillor S. Butland

Second: Councillor J. Krmpotich

Whereas Ontario Power Generation is proposing to construct an underground long-term burial facility for all of Ontario's low and intermediate level radioactive nuclear waste at the Bruce Nuclear Generating Station, some of which is highly radioactive and will remain toxic for over 100,000 years. This site is approximately one kilometre inland from the shore of Lake Huron and about 400 metres below the lake level; and

Whereas water is Canada's most important resource and should be protected and managed prudently; and

Whereas the Great Lakes are an irreplaceable natural resource, containing 21% of the world's, and 95% of North America's, fresh water vital to human and environmental health; and

Whereas the Great Lakes are vital to the economic and agricultural well-being to both Canada and the United States of America; and

Whereas Lake Huron and the connecting waters, including Lake St. Clair, are a source of drinking water for millions of people downstream in Canada, the United States of America and First Nations; and

Whereas concern has been expressed by individuals, citizen and environmental groups and municipalities and counties in both Canada and the United States; and

Whereas under the *2012 Protocol Amending the Agreement Between Canada and the United States of America on Great Lakes Water Quality*, the governments of Canada and the United States acknowledge the importance of anticipating, preventing and responding to threats to the waters of the Great Lakes; and

Whereas the Governments of Canada and of the United States share a responsibility and an obligation to protect the Great Lakes from contamination from various sources of pollution, including the leakage of nuclear waste from an underground nuclear waste repository; and

Whereas placing a permanent nuclear waste burial facility so close to the Great Lakes is ill-advised. The potential damage to the Great Lakes from any leak or breach of radioactivity far outweighs any suggested economic benefit that might

be derived from burying radioactive nuclear waste at this site. The ecology of the Great Lakes, valuable beyond measure to the health and economic well-being of the entire region, should not be placed at risk by storing radioactive nuclear waste underground so close to the shoreline;

Now Therefore Be It Resolved that the City of Sault Ste. Marie, in order to protect the Great Lakes and its tributaries, urges that neither this proposed nuclear waste repository at the Bruce Nuclear Generating Station nor any other underground nuclear waste repository be constructed in the Great Lakes Basin, in Canada, the United States, or any First Nation property.

Further Be It Resolved that the City of Sault Ste. Marie urges the Government of Canada and the Government of Ontario to reject (and seek alternatives to) Ontario Power Generation's proposal to bury radioactive nuclear waste in the Great Lakes Basin.

Further Be It Resolved that copies of this resolution be provided to Ontario Premier Kathleen Wynne, Canada's Prime Minister Stephen Harper, and Canada's Federal Minister of the Environment Leona Aglukkaq.

6.2 Association of Municipalities of Ontario/Federation of Northern Ontario Municipalities 38 - 48

Correspondence from AMO and FONOM is attached for the information of Council.

a. Additional correspondence 49 - 50

6.3 Ontario Disaster Relief Assistance Program 51 - 51

Correspondence from Hon. Linda Jeffrey, Minister of Municipal Affairs and Housing is attached for the information of Council.

6.4 Northern Leaders' Forum 52 - 52

Correspondence from Hon. Michael Gravelle, Minister of Northern Development and Mines is attached for the information of Council.

6.5 Street Closings - Bon Soo 53 - 62

Letters of request for temporary street closings in conjunction with Ontario Winter Carnival Bon Soo are attached for the consideration of Council.

1) on Foster Drive from Elgin Street to Spring Street from 4:00 p.m. to 8:00 p.m. on February 7, 2014.

2) on Lake Street (lower) from Queen Street to Bellevue Park from 9:00 a.m. to 4:00 p.m. on February 16, 2014 (Polar Bear Swim)

The relevant By-laws 2014-24 and 2014-25 are listed under Item 11 of the Agenda and will be read with all other by-laws listed under that item.

6.6 Staff Travel Request 63 - 64

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

Mover: Councillor S. Butland

Second: Councillor J. Krmpotich

Resolved that the report of the Chief Administrative Officer dated 2014 01 20 concerning Staff Travel requests be approved as requested.

6.7 2014 Budget Meeting

65 - 66

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

Mover: P. Christian

Second: J. Krmpotich

Resolved that the report of the Commissioner of Finance and Treasurer dated 2014 01 20 concerning 2014 Budget Meeting be received as information.

6.8 RFP for Waste Wood Grinding – Municipal Landfill (2014WB01P)

67 - 68

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

Mover: P. Christian

Second: J. Krmpotich

Resolved that the Report of the Manager of Purchasing dated 2014 01 20 be endorsed and that the proposal for the provision of Waste Wood Grinding at the Municipal Landfill, as required by the Public Works & Transportation Department, be accepted as recommended.

6.9 Conferences and Major Special Events – 2014 Events

69 - 70

A report of the Chair, Conferences and Special Events Committee is attached for the consideration of Council.

Resolved that the report of the Chair, Conferences and Major Special Events Committee dated 2014 01 20 concerning Conferences and Major Special Events – 2014 be received as information and that Council authorize municipal financial support in the amount of \$5,000 for the 2014 Ontario Scotties Championship; \$10,000 for the 2014 Provincial Ringette Championships; and \$5,000 for the 2014 FONOM/MMAH Conference to be funded from the 2014 Conferences and Major Special Events fund.

6.10 2014 Corporate Membership Fees

71 - 72

A report of the Deputy City Clerk and Manager of Quality Improvement is attached for the consideration of Council.

Mover: P. Christian

Second: J. Krmpotich

Resolved that the report of the Deputy City Clerk and Manager of Quality Improvement dated 2014 01 20 concerning 2014 corporate membership fees be received as information and the recommendation to proceed with payment of 2014 membership fees be approved.

6.11 Essar Centre – Memorial Tower Update 73 - 86

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

Mover: Councillor S. Butland

Seconder: Councillor J. Krmpotich

Resolved that the report of the Commissioner of Community Services dated 2014 01 20 concerning Essar Centre – Memorial Tower Update be received as information and referred to the 2014 Budget.

6.12 Municipal Capital Facilities Agreement – 433 Franklin Street 87 - 88

A report of the Acting Housing Programs Manager is attached for the consideration of Council.

The relevant By-law 2014-30 is listed under Item 11 of the Agenda and will be read with all other by-laws under that item.

6.13 Bike Park – Design Services 89 - 90

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

Mover: P. Christian

Seconder: J. Krmpotich

That the report of the Commissioner of Community Services dated 2014 01 20 concerning Bike Park design services be received and the recommendation that Kresin Engineering Corporation be retained to provide design and contract administration services for the project be approved.

6.14 Bellevue Locomotive 91 - 97

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

Mover: P. Christian

Seconder: J. Krmpotich

That the report of the Commissioner Community Services be received and that based on the information that the Bellevue Park Locomotive is not a fixture of real property, rather a chattel, that City Council direct the Sault Ste. Marie Municipal Heritage Committee to review the designation of the locomotive and report back to City Council.

6.15 Norgoma Exit Strategy 98 - 109

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

Mover: Councillor S. Butland

Seconder: Councillor J. Krmpotich

Resolved that the report of the Commissioner of Community Services dated 2014 01 20 concerning Norgoma Exit Strategy be received as information.

a. Additional Correspondence

110 - 115

6.16 Steelton Seniors Centre – Canopy Roof and Roof on the East Wing

116 - 118

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

Mover: Councillor P. Christian

Seconder: Councillor J. Krmpotich

Resolved that the report of the Manager of Recreation and Culture dated 2014 01 20 concerning Steelton Seniors Centre – Canopy Roof and Roof on the East Wing be received as information and that the estimated cost to replace the roofs and repair the canopy structure of \$113,850 be referred to the 2014 budget.

6.17 Elementa – Lease Extensions & Assignment Agreement

119 - 127

A report of the Land Development and Environmental Engineer and reports of the Assistant City Solicitor are attached for the consideration of Council.

The relevant By-laws 2014-28, 2014-29 and 2014-31 are listed under Item 11 of the Agenda and will be read with all other by-laws under that item.

Whereas on March 6, 2006 City Council passed By-law 2006-48, authorizing a lease between the City and Enquest Power Corporation Inc. (now Elementa Group Inc.) to lease a portion of the Fifth Line municipal landfill site for the purpose of a pilot project converting non-hazardous waste into syngas; and

Whereas on February 12, 2007 City Council passed a resolution accepting the report of the City Solicitor dated February 12, 2007 and approved the amendment of paragraph two of the lease by extending the term of the lease for a period of 365 days commencing at the date of the "commencement date of operation" as defined in page two of the Certificate of Approval of the Ministry of Environment #9050-6VYLXZI dated December 1, 2006; and

Whereas on February 9, 2009 City Council passed a resolution accepting the report of the Land Development and Environmental Engineer dated February 9, 2009 and authorized an extension of the lease for a term of six months beyond the allowable operating period of the Certificate of Approval(s) for the pilot project and further authorized a thirty day grace period; and

Whereas on February 22, 2010 City Council passed By-law 2010-37 authorizing execution of a Lease Extension agreement dated February 22, 2010 between the City and Elementa Group Inc. extending the lease in accordance with the City Council resolution of February 9, 2009; and

Whereas on October 24, 2011 City Council passed a resolution accepting the report of the Director of Engineering Services dated October 24, 2011 and approved an extension of the lease subject to the conditions stated in the aforementioned report for a 14 month period from February 22, 2012 to April 22, 2013; and

Whereas on April 22, 2013 City Council passed a resolution accepting the report of the Land Development and Environmental Engineer dated April 22,

2013 and approved an extension of the lease subject to the conditions stated in the aforementioned report for a six month period from April 22, 2013 to October 21, 2013; and

Whereas since October 21, 2013 Elementa Group Inc. has and continues to lease a portion of the Fifth Line municipal landfill site on a month-to-month de facto basis in accordance with the lease and the conditions stated in the report of the Land Development and Environmental Engineer dated April 22, 2013, with the City's consent given their ongoing negotiations related to their Energy from Waste project;

Now Therefore Be It Resolved that the report of the Land Development and Environmental Engineer dated 2014 01 20 concerning Elementa Waste Supply and Reformation Second Amending Agreement and Lease Extension be accepted and the request for a lease extension from October 21, 2013 to April 1, 2014, subject to the conditions stated in the report, be approved.

Mover: Councillor S. Butland

Seconder: Councillor P. Mick

Whereas the City of Sault Ste. Marie and Elementa have reached extensions on lapsed agreements; and

Whereas Elementa has reached a purchase of power agreement with the Ontario Power Authority; and

Whereas Elementa has partnered with the world's largest non-profit research and development organization, Battelle, which could provide impetus that would bring this waste to energy project to Sault Ste. Marie, negating the need to expand the present landfill site or locate a new site;

Now Therefore Be It Resolved that Council give full support to this new partnership and direction by Elementa and will continue to provide assistance required to facilitate this project to completion.

6.18 Single Lane Bridge Rehabilitation – Four Shared Bridges with Prince – Consulting Engineering Agreement 128 - 129

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

The relevant By-law 2014-16 is listed under Item 11 of the Agenda and will be read with all other by-laws under that item.

6.19 Second Line Widening – Phase II – Consulting Engineering Agreement 130 - 131

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

The relevant By-law 2014-22 is listed under Item 11 of the Agenda and will be read with all other by-laws under that item.

6.20 Stormwater Policy and Inflow Infiltration Study 132 - 142

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

Mover: Councillor P. Christian

Second: Councillor J. Krmpotich

Resolved that the report of the Land Development and Environmental Engineer dated 2014 01 20 concerning Stormwater Policy and Inflow and Infiltration study be received as information, further that:

1. Cole Engineering be retained for purposes of the rainfall, and inflow/infiltration study and rain gauge equipment costs;

2. Two flow meters, and three level sensors as identified in the report, be purchased;

at a total project cost of \$108,450, (with \$18,000 from the Green Committee Reserve, \$72,600 from the sanitary sewer surcharge account, and approximately \$17,850 in in-kind contributions), further that

After completion of the pilot study, the data management and transmission costs for the seven rain gauges and five flow meters (approximately \$6,000 per year) be funded from the sanitary sewer surcharge account.

6.21 Agreement with Shell Canada Limited and Suncor Energy Inc. for a Railway Siding and Underground Pipeline – McNabb Street 143 - 144

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

The relevant By-law 2014-21 is listed under Item 11 of the Agenda and will be read with all other by-laws under that item.

a. Amended Report 145 - 146

6.22 Council Travel

Mover: Councillor P. Christian

Second: Councillor J. Krmpotich

Resolved that Councillor Lou Turco be authorized to travel to the FONOM Board meeting being held in Elliot Lake (two days in January) at no cost to the City; and the AMO Board meeting being held in Toronto (two days in January) at a cost of \$300.

6.23 Municipal Heritage Committee

Mover: Councillor S. Butland

Second: Councillor J. Krmpotich

Resolved that Mark Caruso be appointed to the Municipal Heritage Committee from January 20, 2014 to December 31, 2014.

REGULAR AGENDA

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1 ADMINISTRATION

7.2 COMMUNITY SERVICES DEPARTMENT

7.3 ENGINEERING

7.4 FIRE

7.5 LEGAL

7.6 PLANNING

a. Application No. A-2-14-Z – Peter, Shelley & Jessica Schell & Brian Bonifferro 147 - 163

A report of the Planning Division is attached for the consideration of Council.
Also attached is correspondence from an abutting neighbour.

Mover: Councillor S. Butland

Seconder: Councillor J. Krmpotich

Resolved that the report of the Planning Division dated 2014 01 20 concerning Application No. A-2-14-Z – Peter, Shelley and Jessica Schell and Brian Bonifferro – 69 and 0 Rear Elmwood Avenue be received and that City Council accepts this report as information and rezones the subject properties ('Blocks A' and 'B') from "R2" (Single Detached Residential Zone) to "R3.S" (Low Density Residential Zone with a Special Exception) subject to the 4 provisions contained in the report.

a. *Additional correspondence/Amended Motion* 164 - 169

Resolved that the report of the Planning Division dated 2014 01 20 concerning Application No. A-2-14-Z – Peter, Shelley and Jessica Schell and Brian Bonifferro – 69 and 0 Rear Elmwood Avenue be received and that City Council accepts this report as information and rezones the subject properties ('Blocks A' and 'B') from "R2" (Single Detached Residential Zone) to "R3.S" (Low Density Residential Zone with a Special Exception) subject to the 4 provisions contained in the report *and that the subject properties be deemed subject to site plan control.*

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

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

8.1 Council Code of Conduct

Mover: Councillor S. Myers

Seconder: Councillor P. Mick

Whereas on January 25, 2010 City Council passed a resolution to accept the

first City Council and Local Boards Code of Conduct policy; and
Whereas it is the desire of this Council to maintain the highest level of transparency and accountability to one another and the public; and
Whereas since that time there have been a number of cases wherein the question of application of a Code of Conduct for members of City Council has been raised;
Now Therefore Be It Resolved that City Council strikes a committee to review the current City Council and Local Boards Code of Conduct and bring back a report with recommendations for any changes and
Further Be It Resolved that this committee consist of members of Council and that it be a committee open to the public for observation.

8.2 Dr. Alex Sinclair

Mover: Councillor P. Christian

Seconder: Councillor R. Niro

Whereas the Sinclair family is well known in the City of Sault Ste. Marie, due in large part to the generosity and leadership of Dr. Alex Sinclair Sr, and Dr. Alex Sinclair Jr; and

Whereas, their legacy of philanthropy, leadership, and vision is self-evident throughout the community; and

Whereas, among his many contributions, Dr. Sinclair Sr. served as a councillor for the City of Sault Ste. Marie. He was also instrumental in establishing the facility that ultimately became the F.J.Davey Home, the Rotary Arch that welcomed international ferry passengers, and to this day, graces the entrance to the Civic Centre. Dr. Sinclair Sr. also served as past president of the Medical Association, and was appointed as the District Coroner for Algoma in 1917; and
Whereas Dr. Alex Sinclair Jr. was recognized nationally as a leader in his profession, serving as Chief of Staff of the Plummer Hospital, as founder of the Children's Rehabilitation Centre Algoma and was recognized in 1985 as "one of the fifty MDs who stand out in history." by Canadian Doctor magazine. In addition, Dr. Sinclair Jr. donated the Sinclair family farm to the citizens of Sault Ste. Marie which is now the location of Strathclair Sports Complex; and

Whereas the street in Sault Ste. Marie originally named in honour of Dr. Sinclair Sr. which existed for almost 100 years has recently been decommissioned as a result of the International Bridge Plaza modernization;

Now Therefore Be It Resolved that City Council, on behalf of the citizens of Sault Ste. Marie, extend its sincere and heartfelt gratitude to the family of Dr. Sinclair Sr. and Dr. Sinclair Jr. in recognition of their outstanding achievements and commitment to our community;

And further, that the City of Sault Ste. Marie, at its earliest opportunity, names a city street in honour of both men, who exemplify what it means to be truly outstanding citizens of our community.

8.3 Canada Post

170 - 190

Correspondence from MP Bryan Hayes is attached for the information of Council.

Correspondence from Mark Barsanti, President, Sault Ste. Marie Chamber of Commerce is attached for the information of Council.

Councillor Sheehan has provided three news articles and Councillor Krmpotich has provided an e-mail and attachments.

Mover: Councillor T. Sheehan

Seconder: Councillor J. Krmpotich

Whereas Canada Post is a vital communications link that helps connect our great country; and

Whereas eliminating home delivery for urban customers in Sault Ste. Marie will unfairly impact seniors and people with disabilities; and

Whereas these planned cuts will mean the loss of up to 8,000 good-paying jobs across the Country including job losses for our community; and

Whereas drastically increasing postal rates will make life even more expensive for cash-strapped families, small businesses and charitable organizations; and

Now Therefore Be It Resolved that the Sault Ste. Marie City Council call on the Government of Canada to stop these devastating cuts to our postal service;

Further that copies of this resolution be forwarded to Prime Minister Harper; the Federal Minister of Transportation (responsible for Canada Post); MP Bryan Hayes; the Federation of Northern Ontario Municipalities and the Association of Municipalities of Ontario.

a. Additional correspondence

191 - 202

Additional material provided by Councillors Krmpotich, Myers and Sheehan is attached for the information of Council.

8.4 Notice of Motion

203 - 207

Mover: Councillor J. Krmpotich

Seconder: Councillor P. Christian

WHEREAS it has been more than two decades since the Westray mine disaster in Nova Scotia and a decade since amendments were made to the *Criminal Code of Canada* to hold corporations, their directors and executives criminally accountable for the health and safety of workers; and

WHEREAS police and prosecutors are not utilizing the Westray amendments, and not investigating workplace fatalities through the lens of criminal accountability; and

WHEREAS more than 1,000 workers a year are killed at work

THEREFORE BE IT RESOLVED that this Council support a campaign to urge our provincial/territorial government, specifically the Attorney-General and Labour Minister, to ensure that:

- Crown attorneys and police are educated, trained and directed to apply the Westray amendments;
- Dedicated prosecutors are given the responsibility for health and safety fatalities;
- There is greater co-ordination among regulators, police and Crown attorneys so that health and safety regulators are trained to reach out to police when there is a possibility that Westray amendment charges are warranted.

9. COMMITTEE OF THE WHOLE FOR THE PURPOSE OF SUCH MATTERS AS ARE REFERRED TO IT BY THE COUNCIL BY RESOLUTION
10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE
11. CONSIDERATION AND PASSING OF BY- LAWS

Mover: Councillor S. Butland
Seconder: Councillor J. Krmpotich

Resolved that all by-laws listed under item 11 of the Agenda under date 2014 01 20 be approved.

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

AGREEMENTS

11.1 By-law 2014-16 208 - 220

A by-law to authorize an agreement between the City and Tulloch Engineering Inc. for design and contract administration for the reconstruction of bridges 12, 13, 14 and 15 on Base Line and Town Line Road, for an estimated fee of \$321,000 with funds from the 2014 Capital Budget, Prince Township and the Municipal Infrastructure Investment Initiative (MIII) grant.

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

11.2 By-law 2014-21 221 - 233

A by-law to authorize the execution of a Renewal Agreement between the City and Shell Canada Limited and Suncor Energy Inc. authorizing an extension to the Crossing Agreement between the City and Texaco Canada Limited dated April 26, 1973, which agreement was renewed on April 29, 1992 and assigned to Shell Canada Limited and Suncor Energy Inc. on August 17, 1992.

A report from the City Solicitor is on the Agenda.

11.3 By-law 2014-22 234 - 252

A by-law to authorize an agreement between the City and Kresin Engineering Corporation for design and contract administration for the reconstruction and widening of the Second Phase of Second Line East from Pine Street to a point approximately 530 meters east of Pine Street.

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

11.4 By-law 2014-28 253 - 255

A by-law to authorize a second extension agreement to the Waste Supply and Reformation Agreement dated October 26, 2009, as amended July 15, 2013

between the City and Elementa Group Inc.

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

11.5 By-Law 2014-29 256 - 257

A by-law to authorize an extension agreement, dated January 20, 2014 to the Agreement of Purchase and Sale dated July 15, 2013, between Elementa Group Inc. as the "Buyer" and the City as the "Seller".

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

11.6 By-law 2014-30 258 - 258

A by-law to designate 433 Franklin Street as a Municipal Capital Facility for the purpose of providing affordable housing.

A report from the Acting Housing Programs Manager is on the agenda.

11.7 By-law 2014-31 259 - 264

A by-law to authorize an agreement between the City, Elementa Group Inc. and Elementa Algoma LP for an Assignment and Novation Agreement effective as of January 20, 2014.

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

STREET ASSUMPTION

11.8 By-law 2014-26 265 - 266

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

TAXES

11.9 By-law 2014-27 267 - 268

A by-law to provide for interim tax levies.

TEMPORARY STREET CLOSINGS

11.10 By-law 2014-24 269 - 269

A by-law to permit the temporary closing of Foster Drive from Elgin Street to Spring Street on February 7, 2014 to February 16, 2014 to facilitate the Bon Soo Winter Carnival.

11.11 By-law 2014-25 270 - 270

A by-law to permit the temporary closing of Lake Street from Queen Street to Bellevue Park on February 16, 2014 to facilitate the Bon Soo Polar Bear Swim.

ZONING

11.12 By-law 2014-20 271 - 272

A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 93 Lake Street (Stewart).

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

LOCAL IMPROVEMENT

11.13 By-law 2014-23 273 - 275

A by-law to authorize the construction of a concrete sidewalk on Queen Street East from Pine Street to the Golf Course Entrance under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

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

LOCAL IMPROVEMENTS

11.14 By-law 2013-197 276 - 280

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

By-law 2013-197 received first and second readings on November 4, 2013.

11.15 By-law 2013-198 281 - 285

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

By-law 2013-198 received first and second readings on November 4, 2013

11.16 By-law 2013-199 286 - 290

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

By-law 2013-199 received first and second readings on November 4, 2013.

11.17 By-law 2013-200

291 - 295

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

By-law 2013-200 received first and second readings on November 4, 2013.

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

13. CLOSED SESSION

13.1 Authorization

Mover: Councillor P. Christian

Seconder: Councillor J. Krmpotich

Resolved that Council shall now go into caucus to consider a matter involving a potential Council appointment to a community board of directors (section 239(2)(b) personal matters about an identifiable individual)

Further be it resolved that should the said caucus meeting be adjourned, Council may reconvene in caucus to continue to discuss the same matters without the need for a further authorizing resolution.

14. ADJOURNMENT

Mover: Councillor P. Christian

Seconder: Councillor J. Krmpotich

Resolved that this Council now adjourn.

MINUTES

REGULAR MEETING OF CITY COUNCIL

2014 01 06

4:30 P.M.

COUNCIL CHAMBERS

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

Absent: Councillor F. Manzo (illness)

Officials: J. Fratesi, R. Tyczinski, N. Kenny, L. Girardi, N. Apostle, B. Frieburger, J. Dolcetti, M. Zuppa, D. McConnell, V. McLeod, F. Coccimiglio

1. ADOPTION OF MINUTES

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that the Minutes of the Regular Council Meeting of 2013 12 02 be approved. CARRIED

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

3. APPROVE AGENDA AS PRESENTED

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that the Agenda and Addendum #1 for 2014 01 06 City Council meeting as presented be approved. CARRIED

4. DELEGATIONS/PROCLAMATIONS

- a) The winners of the 2013 Christmas Lighting Awards were in attendance to receive their awards and gift certificates from PUC Services Inc.
- b) Terry Caporossi, Executive Director, Alzheimer Society of Sault Ste. Marie and Algoma District was in attendance concerning proclamation – Alzheimer Awareness Month.
- c) Chamber of Commerce Oath of Office – Incoming Chamber President, First Vice President, Treasurer and General Manager.
- d) Harvey Robbins, Vice Chair, Municipal Heritage Committee was in attendance concerning the Historic Persons Project.
- e) Madison Zuppa, Environmental Initiatives Co-ordinator, was in attendance concerning Ontario Power Authority Community Conservation Awards.
- f) Dominic Parrella, President and CEO, PUC Services Inc. was in attendance concerning agenda item 6.(8)(a).

PART ONE – CONSENT AGENDA

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

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that all the items listed under date 2014 01 06 – Part One – Consent Agenda be approved as recommended. CARRIED

a) Team Jacobs

Correspondence from the Federation of Northern Ontario Municipalities was received by Council.

b) OMERS Update

Correspondence from AMO was received by Council.

c) Requalification of Municipal Building Officials

Correspondence from the County of Lambton was received by Council.

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Whereas municipal building officials are the main practitioners of the Ontario Building Code (OBC) and use the OBC on a daily basis in the carrying out of their duties; and

Whereas Bill 124 that passed in 2005 required all municipal building officials to undertake a series of qualification exams; and

Whereas a subsequent regulation 332/12 (knowledge and maintenance examinations) requires our already qualified officials to requalify by taking a similar series of qualification exams again; and

Whereas this requalification process will provide municipalities with financial hardships in terms of registration costs, mileage costs, days away from the office to undertake their regular duties in performing timely inspections that is expected by the building industry; and

Whereas municipal building officials acknowledge the need to stay current with legislation and to undergo necessary training to do so; and

Whereas the builders and home owners will suffer slower response time for building permits and inspections until all of the building officials are qualified;

Now Therefore Be It Resolved that the Corporation of the City of Sault Ste. Marie in support of the Southwestern Chapter of the Ontario Building Officials Association and the County of Lambton resolves;

That any amendments to the OBC include provisions for training opportunities rather than requalification examinations as the means by which building officials remain current of changes to the OBC;

That municipal building officials, as the primary practitioners of the OBC, receive the same treatment as plumbers, electricians, professional engineers and architects with regard to exemption from requalification;

That the negative impact and delays that Ontario regulation 332/12 will have on the issuance of permits, inspections and response times to inquiries by municipal building officials should be taken into consideration;

That municipalities and taxpayers be spared the cost of 'knowledge and maintenance examinations' under the proposed amendment to the OBC which will provide undue hardship to municipalities through lost productivity, early retirement and costs associated with the 13 categories of examinations required by fully qualified inspectors. CARRIED

d) Municipal Electoral Districts

Correspondence from the City of Kingston was received by Council.

e) Timing of Assessments by MPAC

Correspondence from the Township of Mulmur was received by Council.

f) OPP Costing

Correspondence from the Township of Champlain was received by of Council.

g) **Labour Market Agreement**

Correspondence from the Hon. Brad Duguid, Minister of Training, Colleges and Universities was received by Council.

h) **Provincial Gas Tax**

Correspondence from the Hon. Glen Murray, Minister of Transportation, was received by Council.

The relevant By-law 2014-17 is listed under item 10 of the Minutes.

i) **Seniors Health Advisory Committee – Transit Passes**

Correspondence requesting that Council consider offering free transit to seniors over 80 who have lost their driver's licence was received by Council.

j) **Staff Travel Requests**

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

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Chief Administrative Officer dated 2014 01 06 concerning Staff Travel Request be approved as requested. CARRIED

k) **Electronic Agenda**

The report of the City Clerk was received by Council.

The relevant By-law 2014-18 is listed under Item 10 of the Minutes.

l) **Acting Mayor – Procedure By-law**

The report of the City Clerk was received by Council.

The relevant By-law 2014-19 is listed under Item 10 of the Minutes.

m) **Videotaping Council and Committee Meetings – Procedure By-law**

The report of the City Clerk was received by Council.

The relevant By-law 2014-18 is listed under Item 10 of the Minutes.

n) **Funding Application – Celebrate Canada Program**

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

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Supervisor of Community Services dated 2014 01 06 concerning Celebrate Canada Program funding be received as information;

further that staff be authorized to apply to the Department of Canadian Heritage for the 2014 Celebrate Canada Program to assist in funding the City's Canada Day celebration. CARRIED

o) Northern Community Centre – Indoor Golf Driving Range

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

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Commissioner of Community Services dated 2014 01 06 concerning an indoor golf range at the Northern Community Centre be received as information; further that this initiative be referred to 2014 budget deliberations (Supplementary). CARRIED

p) Feasibility of Creating and Operating a Splash Park

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

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Commissioner of Community Services dated 2014 01 06 concerning Feasibility of Creating and Operating a Splash Park be received as information. CARRIED

Moved by: Councillor P. Mick

Seconded by: Councillor P. Christian

Resolved that further research be undertaken with respect to a municipal splash park, specifically:

1. how other municipalities have funded splash parks and the costs associated to construct and maintain;
2. what other swimming facilities exist in these communities;
3. opportunities for partnership.

CARRIED

q) Essar Centre – Update on Breakdown of Circulation Fans

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

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Commissioner of Community Services dated 2014 01 06 concerning Essar Centre – Update on Breakdown of Circulation Fans be received as information. CARRIED

r) Property Standards Compliance Actions – Gore Street Area Downtown Development

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

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Chief Building Official dated 2014 01 06 concerning Property Standards Compliance Actions – Gore Street Area Downtown Development be received and that Council authorizes appropriate staff to initiate a comprehensive by-law compliance review of this downtown catchment area; further that appropriate action be taken to remedy any non-compliance. CARRIED

s) **Agreement with Superior Advertising Limited – Billboard Sign – 331 Queen Street East**

The report of the City Solicitor was received by Council.

The relevant By-law 2014-3 is listed under Item 10 of the Minutes.

t) **Property Purchase 1427 Trunk Road from Angela and Nicola Scocchia**

The report of the City Solicitor was received by Council.

The relevant By-law 2014-5 is listed under Item 10 of the Minutes.

u) **Licencing By-laws – Housekeeping**

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

The relevant By-law 2014-15 is listed under Item 10 of the Minutes.

v) **Building By-laws – Housekeeping**

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

The relevant By-laws 2014-12, 2014-13 and 2014-14 are listed under Item 10 of the Minutes.

w) **Travel Request – Wawa Provincial Offences Court**

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

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Solicitor/Prosecutor dated 2014 01 06 concerning travel to Wawa for Provincial Offences Court be received and that the Solicitor/Prosecutor be authorized to travel to Wawa in 2014 at an estimated annual cost of \$2,400. CARRIED

x) **Traffic Assessment on Bainbridge Street**

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

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2014 01 06 concerning Traffic Assessment on Bainbridge Street be received as information. CARRIED

y) Operations – Purchase of Replacement Emergency Wastewater Pumps

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

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich
Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2014 01 06 concerning sole sourcing two new emergency wastewater pumps be approved with funding from the Sanitary Sewer Capital Account for Public Works and Transportation Emergency Repairs for 2013. CARRIED

z) Correspondence from Stop The Great Lakes Nuclear Dump Inc. was received by Council.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

(1) ADMINISTRATION

(2) COMMUNITY SERVICES DEPARTMENT

(3) ENGINEERING

(4) FIRE

(5) LEGAL

(6) PLANNING

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

The report of the Planning Division was received by Council.

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that the report of the Planning Division dated 2014 01 06 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 February 3, 2014.
CARRIED

b) Application No. A-1-14-Z – Brian Stewart – 93 Lake Street

The report of the Planning Division was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Planning Division dated 2014 01 06 concerning Application No. A-1-14-Z – Brian Stewart – 93 Lake Street be received and that City Council approve the application by rezoning the subject property from "R2" (Single Detached Residential Zone) to "R2.S" (Single Detached Residential Zone with a Special Exception) to permit a duplex dwelling on the subject property in addition to the uses permitted, subject to the following special provisions:

1. That the required parking for the duplex be reduced from three (3) to two (2) spaces;
2. That required parking spaces may be stacked;
3. That required parking spaces may be permitted within a required front yard.

CARRIED

(7) PUBLIC WORKS AND TRANSPORTATION

(8) BOARDS AND COMMITTEES

a) 2013 Third Quarter Shareholder Report

The report of the President and C.E.O. of PUC Services Inc. was received by Council.

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that the report of the President and C.E.O. of PUC Services Inc. dated 2013 12 16 concerning 2013 Third Quarter Shareholder Report be received as information. CARRIED

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

a) Mover: Councillor T. Sheehan

Seconder: Councillor L. Turco

Whereas Team Jacobs (Skip Brad Jacobs, third Ryan Fry, second E.J. Harnden, lead Ryan Harnden, alternate Caleb Flaxey and coach Tom Coulterman) recently won the Canadian Olympic trials – "Tim Hortons Roar of the Rings" held in Winnipeg, Manitoba; and

Whereas Team Jacobs accomplished this after a thrilling double take-out in the ninth end taking a 7-4 lead over Team Morris and then ran them out of rocks in the 10th.

Now Therefore Be It Resolved that City Council on behalf of the citizens of Sault Ste. Marie congratulate Team Jacobs on the championship and wish them best of luck in representing Canada at the upcoming 2014 Winter Olympics in Sochi, Russia. CARRIED

b) **NOTICE OF MOTION**

Mover: Councillor S. Myers

Second: Councillor P. Mick

Whereas on January 25, 2010 City Council passed a resolution to accept the first City Council and Local Boards Code of Conduct policy; and

Whereas it is the desire of this Council to maintain the highest level of transparency and accountability to one another and the public; and

Whereas since that time there have been a number of cases wherein the question of application of a Code of Conduct for members of City Council has been raised;

Now Therefore Be It Resolved that City Council strikes a committee to review the current City Council and Local Boards Code of Conduct and bring back a report with recommendations for any changes and

Further Be It Resolved that this committee consists of members of Council and appropriate City Staff and that it be a committee open to the public for observation. CARRIED

c) **NOTICE OF MOTION**

Mover: Councillor P. Christian

Second: Councillor R. Niro

Whereas Dr. Alex Sinclair was a well-respected Sault Ste. Marie medical doctor; and

Whereas Dr. Sinclair dedicated his life to the community and the patients he served; and

Whereas his legacy of generosity and kindness is well documented and evident in Sault Ste. Marie; and

Whereas Dr. Sinclair was recognized nationally as a leader in his profession, serving as Chief of Staff of the Plummer Hospital, as founder of the Children's Rehabilitation Centre Algoma and was recognized in 1985 as "one of the fifty MDs who stand out in history." by Canadian Doctor Magazine; and

Whereas the street in Sault Ste. Marie that was named in his honour has been decommissioned as a result of the International Bridge Plaza modernization;

Now Therefore Be It Resolved that city council, on behalf of the citizens of Sault Ste. Marie, extend its sincere gratitude to the family of Dr. Sinclair in recognition of his outstanding achievements and commitment to our community; and

Further, that the City of Sault Ste. Marie, at its earliest opportunity, name a city street in honour of Dr. Sinclair, an extraordinary Sault Ste. Marie citizen. CARRIED

d) **NOTICE OF MOTION**

Mover: Councillor T. Sheehan

Seconder: Councillor J. Krmpotich

Whereas Canada Post is a vital communications link that helps connect our great country; and

Whereas eliminating home delivery for urban customers in Sault Ste. Marie will unfairly impact seniors and people with disabilities; and

Whereas these planned cuts will mean the loss of up to 8,000 good-paying jobs across the Country including job losses for our community; and

Whereas drastically increasing postal rates will make life even more expensive for cash-strapped families, small businesses and charitable organizations; and

Now Therefore Be It Resolved that the Sault Ste. Marie City Council call on the Government of Canada to stop these devastating cuts to our postal service.

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 S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that all by-laws listed under Item 10 of the AGENDA under date 2014 01 06 be approved. CARRIED

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that By-law 2014-1 being a by-law to consolidate amendments to Traffic By-law 77-200 be Passed in open Council this 6th day of January, 2014. CARRIED

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that By-law 2014-2 being a by-law to re-adopt Official Street Names List be Passed in open Council this 6th day of January, 2014. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2014-3 being a by-law to authorize a Ground Rent Agreement between the City as Lessor and Superior 7 Advertising Limited as Lessee to permit a billboard sign for advertising purposes on a portion of the City owned property known as 331 Queen Street East be Passed in open Council this 6th day of January, 2014. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2014-5 being a by-law to authorize the City's purchase of property located at civic 1427 Trunk Road (Scocchia) be Passed in open Council this 6th day of January, 2014. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2014-6 being a by-law to amend Comprehensive Zoning By-law 2005-150 be Passed in open Council this 6th day of January, 2014. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2014-7 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning lands located at 140 Fourth Line West be Passed in open Council this 6th day of January, 2014. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2014-8 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning lands located west of 355 Wellington Street West be Passed in open Council this 6th day of January, 2014. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2014-9 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 96 White Oak Drive East be Passed in open Council this 6th day of January, 2014. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2014-10 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 907 Third Line East (Fox Run Subdivision), formerly referenced as 817 and 817A Third Line East be Passed in open Council this 6th day of January, 2014. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2014-11 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 1183 Old Goulais Bay Road (Possamai) be Passed in open Council this 6th day of January, 2014.
CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2014-12 being a by-law to regulate private swimming pools, the plumbing therein, and their surrounding fences within The Corporation of the City of Sault Ste. Marie be Passed in open Council this 6th day of January, 2014. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2014-13 being a by-law to regulate the numbering of lots and building suites within the City of Sault Ste. Marie be Passed in open Council this 6th day of January, 2014. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2014-14 being a by-law to regulate the naming of Private Roadways and the numbering of lots and building suites thereon within the City of Sault Ste. Marie be Passed in open Council this 6th day of January, 2014.
CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2014-15 being a by-law to repeal various by-laws that amend Licensing By-laws of the City of Sault Ste. Marie that have been repealed be Passed in open Council this 6th day of January, 2014. CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2014-17 being a by-law to authorize the execution of a Letter of Agreement between Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario and the City for funding under the Dedicated Gas Tax Funds for Public Transportation Program be Passed in open Council this 6th day of January, 2014.
CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2014-18 being a by-law to amend Council Procedure By-law 2013-100 be Passed in open Council this 6th day of January, 2014.
CARRIED

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2014-19 being a by-law to adopt the rotation list for Acting Mayor for the current Council session be Passed in open Council this 6th day of January, 2014. CARRIED

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

12. ADDENDUM TO THE AGENDA

13. ADJOURNMENT

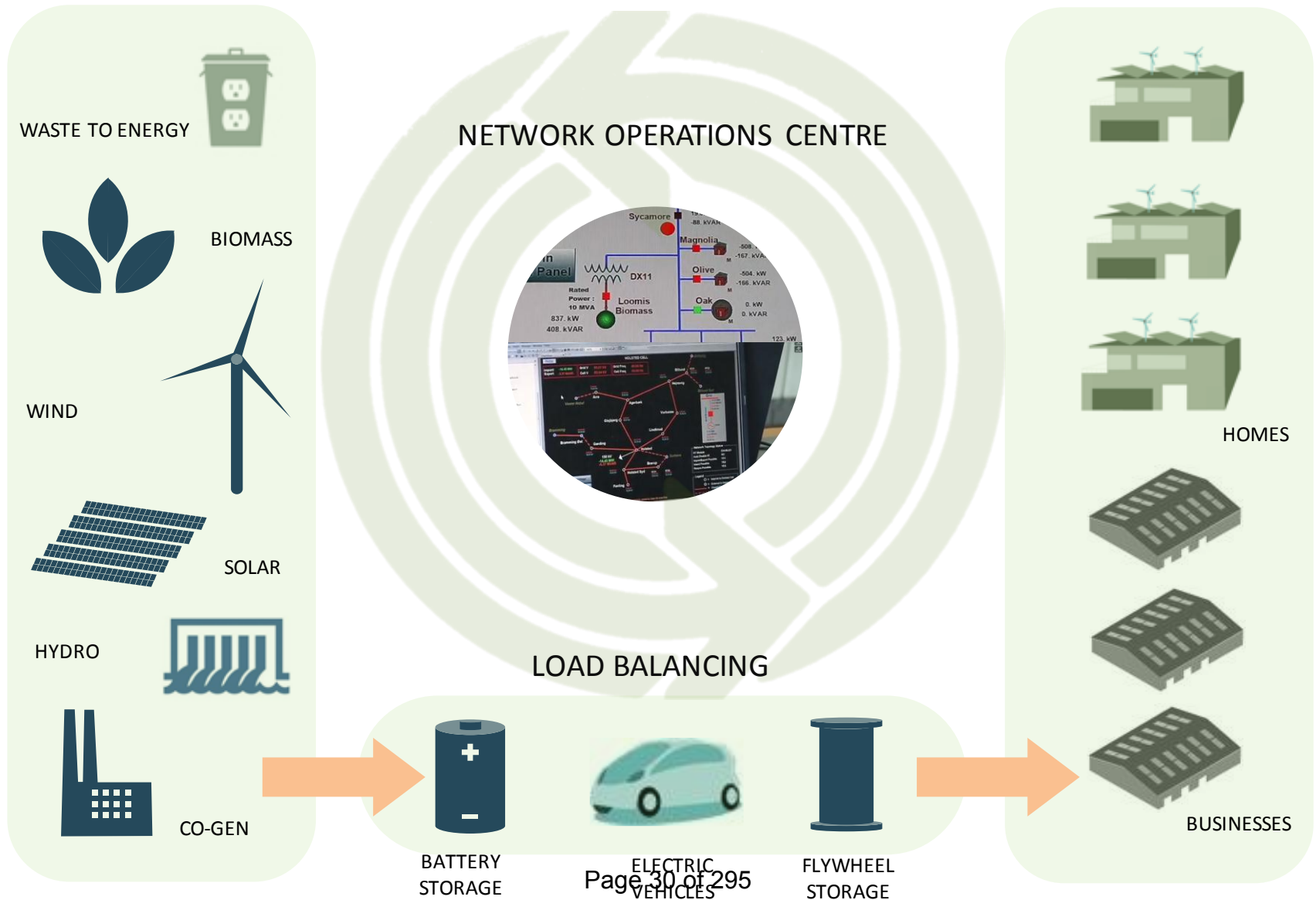
Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich
Resolved that this Council now adjourn. CARRIED

Mayor

City Clerk



UTILITY DISTRIBUTION MICROGRID





BENEFITS OF UTILITY DISTRIBUTION MICROGRID

PUC DISTRIBUTION	BENEFITS	CUSTOMERS
Reduced operations costs Avoided capital cost of assets Reduced wastage	Cost of Energy	Control / manage use in real-time End use energy efficiency Integration of solar / storage
Increased power flow Modernized infrastructure Demand response load Reduced peak load	Capacity	Real time pricing Smart home energy management Sell excess capacity from distributed generation
Enhanced grid security Self healing grid / quick recovery	Security	Enhanced security Self healing grid / quick recovery
Improved power quality Frequency and voltage control Enhanced equipment life-cycle	Quality	Improved Power Quality Enhanced equipment life-cycle
Reduced frequency and duration of outages	Reliability & Availability	Reduced frequency and duration of outages
Greater integration of renewable assets Electric Vehicles integration Reductions in power plant emissions	Environment	Improved esthetic value Cleaner power / lower CO2 emissions Industrial ecology
Increased productivity Increased efficiency of infrastructure Value added services	Productivity	Increased productivity Comfort / convenience / accessibility Value added services

From: fjf@stopthenucleardump.com [mailto:fjf@stopthenucleardump.com]
Sent: Monday, December 02, 2013 2:11 PM
To: Mayor Amaroso
Subject: Urgent Request for Resolution Against a Nuclear Waste Dump

Dear Mayor Amaroso,

I am a member of Stop The Great Lakes Nuclear Dump, a non-profit organization formed by a group of citizens who are deeply concerned about an important National issue: Ontario Power Generation (OPG) plans to build a nuclear waste repository to bury radioactive nuclear waste right beside the Great Lakes, 21% of the world's fresh surface water and the source of drinking water for 40 million people in two countries. The Great Lakes are a precious National treasure. Public hearings on this project commenced on September 16, 2013 and ended on October 30, 2013. Approval could occur early in 2014.

I am writing to you today to encourage the City of Sault Ste. Marie to join other cities and municipalities in Canada and the US that are taking action to oppose this ill-conceived plan. It may interest you to know that Toronto, Mississauga, Oakville, Hamilton, London, Kingston, Ajax, Windsor, Sarnia and many other communities have passed resolutions opposing the proposed nuclear waste repository. **The combined population of communities that have passed resolutions is about 8.7 million people.** For a complete list of resolutions that have been passed so far in Ontario, Michigan and Ohio opposing OPG's plan, see <http://stopthegreatlakesnucleardump.com/resolutions.php>

There are many reasons why the City of Sault Ste. Marie should be concerned about OPG's plan, namely:

- This nuclear waste repository will need to safely house the most lethal waste ever created by humans - radioactive nuclear waste, some of which remains toxic for 100,000 years.
- No scientist or geologist can provide a 100,000 year guarantee that this nuclear waste will not leak and contaminate the Great Lakes.
- A nuclear waste repository in limestone is unprecedented and unproven anywhere in the world.
- Despite the fact the OPG was required under the Environmental Impact Statement guidelines to consider alternative sites, **OPG did not consider or investigate any other sites for this nuclear waste repository.** We note with interest that OPG's owner, the

Government of Ontario, owns and controls 87% of Ontario's land mass, this being crown land.

- OPG's public consultation focused primarily on Bruce County with some very limited outreach in Michigan; **OPG failed to inform or seek input from citizens living in many Great Lakes communities in Canada and the US, or their elected officials.**

You should know that opposition to OPG's plan is growing daily.

Our organization launched a petition that to date has gathered over 43,000 signatures, including signatories from every Province and Territory in Canada, all 50 US States, and 96 countries of the world. Various environmental groups are actively opposing OPG's plan.

We believe that the residents of Sault Ste. Marie deserve to know about this issue and have an opportunity to speak out for the protection of this precious National treasure.

I am writing to you today to ask the City of Sault Ste. Marie to consider formally expressing its opposition to OPG's plan and to speak out for the protection of the Great Lakes. If the City of Sault Ste. Marie passed a resolution about this issue, this would send a clear message to Canada's Minister of the Environment, Leona Aglukkaq that the City of Sault Ste. Marie view the Great Lakes as an important national resource that must be protected.

Mayor Amaroso, we sincerely hope that you and your fellow Councillors will consider passing a resolution against this nuclear waste repository approximately 1 km from the shore of Lake Huron.

Some further information which may assist you and your fellow Councillors with your deliberations:

- Oral testimony to the Joint Review Panel by Beverly Fernandez, Spokesperson for Stop The Great Lakes Nuclear Dump.
See <http://tinyurl.com/m49dev7>
- Submission to the Joint Review Panel by the Great Lakes and St. Lawrence Cities Initiative (GLSLCI), a group of 106 Great Lakes Mayors representing 16 million people living in the Great Lakes region of which the City of Sault Ste. Marie is a member. You may be aware that the GLSLCI organization testified at the public hearings and

formally expressed its concerns and opposition to OPG's plan. See <http://www.ceaa.gc.ca/050/documents/p17520/92802E.PDF>

- Oral testimony to the Joint Review Panel by Michigan State Senator Hoon-Yung Hopgood expressing concern and opposition to OPG's plan. See <http://tinyurl.com/kjjol8l>
- A youtube video by Michigan State Representative Sarah Roberts opposing OPG's plan and encouraging citizens to sign the Stop The Great Lakes Nuclear Dump petition. See http://www.youtube.com/watch?v=otMayg_4KXg
- A draft resolution that the City of Sault Ste. Marie might consider passing together with some sample resolutions that have already been passed by other Canadian and US communities. See attached.

Thank you very much for your time and consideration of this matter.

Most sincerely,

Frank Fernandez

To learn more please visit: www.stopthegreatlakesnucleardump.com

To sign the online petition:

<http://www.gopetition.com/petitions/stopthegreatlakesnucleardump.html>

*Stop The Great Lakes Nuclear Dump Inc. is a non-profit organization comprised of concerned Canadians who believe that the **protection of the Great Lakes from buried radioactive nuclear waste is responsible stewardship**, and is of national and international importance.*

The Great Lakes were created by an ice age 12,000 years ago.

The Egyptian pyramids were created 4,500 years ago.

Some nuclear waste remains radioactive for 100,000 years.

The Great Lakes constitute 21% of the world's fresh water.

The Great Lakes are the water source supporting 40 million people in 2 countries.

An underground nuclear waste dump 1 km from the shore of Lake Huron defies common sense

Draft Resolution Opposing the Construction of the Nuclear waste Repository in the Great Lakes Basin

WHEREAS Ontario Power Generation is proposing to construct an underground long-term burial facility for all of Ontario's low and intermediate level radioactive nuclear waste at the Bruce Nuclear Generating Station, some of which is highly radioactive and will remain toxic for over 100,000 years. This site is approximately one kilometre inland from the shore of Lake Huron and about 400 metres below the lake level;

WHEREAS water is Canada's most important resource and should be protected and managed prudently;

WHEREAS the Great Lakes are an irreplaceable natural resource, containing 21% of the world's, and 95% of North America's, fresh water vital to human and environmental health;

WHEREAS the Great Lakes are vital to the economic and agricultural well-being to both Canada and the United States of America;

WHEREAS Lake Huron and the connecting waters, including Lake St. Clair, are a source of drinking water for millions of people downstream in Canada, the United States of America and First Nations;

WHEREAS concern has been expressed by individuals, citizen and environmental groups and municipalities and counties in both Canada and the United States;

WHEREAS under the *2012 Protocol Amending the Agreement Between Canada and the United States of America on Great Lakes Water Quality*, the governments of Canada and the United States acknowledge the importance of anticipating, preventing and responding to threats to the waters of the Great Lakes;

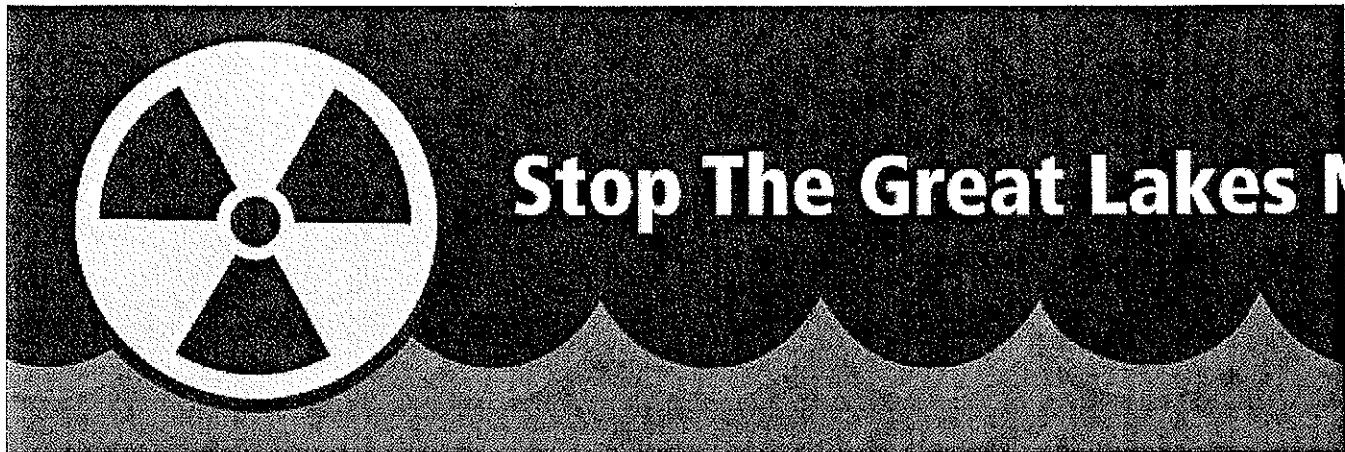
WHEREAS the Governments of Canada and of the United States share a responsibility and an obligation to protect the Great Lakes from contamination from various sources of pollution, including the leakage of nuclear waste from an underground nuclear waste repository;

WHEREAS placing a permanent nuclear waste burial facility so close to the Great Lakes is ill-advised. The potential damage to the Great Lakes from any leak or breach of radioactivity far outweighs any suggested economic benefit that might be derived from burying radioactive nuclear waste at this site. The ecology of the Great Lakes, valuable beyond measure to the health and economic well-being of the entire region, should not be placed at risk by storing radioactive nuclear waste underground so close to the shoreline;

NOW THEREFORE BE IT RESOLVED, that the [city] of _____, in order to protect the Great Lakes and its tributaries, urges that neither this proposed nuclear waste repository at the Bruce Nuclear Generating Station nor any other underground nuclear waste repository be constructed in the Great Lakes Basin, in Canada, the United States, or any First Nation property.

BE IT FURTHER RESOLVED, that the city of _____ urges the Government of Canada and the Government of Ontario to reject (and seek alternatives to) Ontario Power Generation's proposal to bury radioactive nuclear waste in the Great Lakes Basin.

BE IT FURTHER RESOLVED, that copies of this resolution be provided to Ontario Premier Kathleen Wynne, Canada's Prime Minister Stephen Harper, Canada's Federal Minister of the Environment Leona Aglukkaq.



Opposition is building...Urge your elected officials to pass a resolution

Take Action

Contact your elected officials and urge them to pass a resolution opposing OPG's proposed nuclear waste repository.

Sample Letter you can send 

Sample Resolution to include with letter to elected officials 

Population of Communities opposing OPG plan - 8.7 Million

RESOLUTIONS - as at Nov 25, 2013	DATE PASSED	CONTACT
CANADA - Ontario		
Town of Ajax	November 25, 2013	Martin de Rond, Town Clerk (905) 619-2529
City of Kingston	November 19, 2013	Kevin Arjoon, Deputy City Clerk (613) 546-4291
City of Windsor M424-2013	November 18, 2013	Steve Vlachodimos, Deputy City Clerk, (519) 255-6222
City of Toronto	November 14, 2013	Ulli S. Watkiss, City Clerk (416) 392-8010
Town of Oakville	October 28, 2013	Cathie Best, Town Clerk (905) 338-4178
City of Mississauga (0169-2013)	October 9, 2013	Carmela Radice, City Clerk's Office, (905) 615-3200
City of London	October 2, 2013	Heather Woolsey, City Clerk's Office, (519) 661-2500
Town of Blue Mountains	September 16, 2013	Krista Royal, Deputy Clerk (519) 599-3131
City of Hamilton	September 11, 2013	Mary Gallagher, Deputy City Clerk (905) 546-2489
City of Sarnia	September 9, 2013	Mike Bradley, Mayor (519) 332-0330
Lambton County	September 4, 2013	Tom Case, Warden (519) 845-0801
Town of Kingsville	July 22, 2013	Nelson Santos, Mayor (519) 733-6811
Essex County (182-13)	July 17, 2013	Mary Brennan, Dir. Council Services/Clerk (519) 776-6441
UNITED STATES - Michigan		
City of Wayne	November 19, 2013	Matthew K. Miller, City Clerk (734) 722 2204
City of Grosse Pointe Woods	November 18, 2013	Lisa Hathaway, City Clerk (313) 343-2440
Conference of Western Wayne	November 15, 2013	Dan Dwyer, CWW Chairman of the Board (734) 953-8834
City of Wyandotte, Wayne County	September 23, 2013	Maria Johnson, Deputy City Clerk (734) 324-4560
Greenwood Township, St. Clair County (2013-02)	September 10, 2013	Sonya O'Brien, Township Clerk (810) 488-3105
Wayne County Commission (2013-546)	August 22, 2013	Ilona Varga, Commissioner (313) 224-0886
Village of Lexington (2013-08)	July 22, 2013	Jeff Lincoln, Village Trustee (810)-359-8631
Lynn Township (2013-01)	July 13, 2013	Annette Ferrett, Clerk (810) 724-8507
Macomb County Board of Commissioners (R13-142)	June 20, 2013	Michael Boyle, Sergeant-at-Arms (586) 469-5125
Michigan State Senate SR-58	May 22, 2013	Hoon-Yung Hopgood, State Senator (517) 373-7800
City of St. Clair Shores, Macomb County	July 7, 2008	Ron Frederick, Mayor Pro Tem (586) 776-9880
Marne City, St. Clair County	June 5, 2008	Diana S. Kade, City Clerk (810) 765-8846
Macomb County Board of Commissioners (R08-42)	May 15, 2008	Michael Boyle, Sergeant-at-Arms (586) 469-5125



Opposition is building...Urge your elected officials to pass a resolution

Take Action

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Sample Letter you can send 

Sample Resolution to include with letter to elected officials 

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plan ahead

AMO/LAS 2014 education calendar

Conferences

Symposiums

Workshops

Town Halls

Training

EDUCATION AND TRAINING FOR ALL ASPECTS OF YOUR MUNICIPAL LIFE

For more information on
any of the events listed
in this brochure contact

events@amo.on.ca

P: 416.971.9856

F: 416.971.6191

online

www.amo.on.ca

www.las.on.ca

AMO/LAS educational events helps councils and staff develop new skills and strengthen existing abilities.

AMO/LAS events range from multi-day Conferences and Symposiums that tackle topics that are top-of mind and pertinent...to one-day workshops that concentrate on a specific topic.

Our workshops and information sessions are held throughout the province and many can be customized and offered as in-house sessions.

AMO/LAS invite you to take a look at what we have to offer and we hope to see you at one or more of our events in 2014.

1. conferences

AMO AGM and Annual Conference

Dates: August 17 - 20, 2014

Location: London Convention Centre, London, Ontario

Mark your calendars for the 2014 AMO AGM and Annual Conference. The conference is scheduled to occur August 17 to 20 at the London Convention Centre. The theme for this year's conference is "at the 4Front."

This year's conference promises to be an exciting one! The agenda will be filled with informative educational sessions covering a variety of topics of value and importance to all municipalities in Ontario.

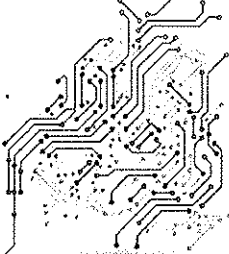
Look for information on the keynote speakers, concurrent sessions, sponsors, exhibitors and more on our website at www.amo.on.ca in the new year.

Don't forget to book your hotel room in London on January 14th, at 10:00 a.m. Visit the [Conference page](#) on our website for full details on the guest room booking policy, including room rates for the hotels that are part of this block.

**mobile**

Your Association in the palm of your hand.

Smartphone and tablets are changing the way we communicate and get information. With millions of apps available for download what makes AMOMobile different?



Download the AMOMobile app today and stay on top of news, events and more at AMO and LAS. Available for all smartphones and tablets.

 **BlackBerry World**



 **iTunes**

2. symposiums

LAS/MFOA Asset Management Symposium

Date: March 26, 2014

Location: Toscana Conference Centre, Vaughan, Ontario

The AMO/MFOA Asset Management Symposium is the must attend event for municipal staff and elected officials involved in asset management. Delegates will come together to learn and exchange the latest technical knowledge, meet with like-minded individuals and network. This one-day Symposium will examine technical and managerial processes and cover topics* important to delegates.

- What is an asset management plan? Why plan?
- What metrics should you use?
- Investments: good vs. bad debt
- Provincial funding opportunities
- Case studies
- Technology to help you plan
- and more...

Visit www.las.on.ca for details on the Symposium and registration options.

AMO Urban Symposium

Dates: April 3 & 4, 2014

Location: Waterloo Inn, Waterloo, Ontario

Now in it's seventh year! The annual AMO Urban Symposium brings together urban leaders and practitioners in a 1.5 day event that brings speakers, ideas and best practices from within Ontario and around the world.

This year topics* include:

- Urban Municipalities and Food
- Transit Expansion
- Bike-Friendly Cities
- Immigration and Diversity
- Youth Development
- Action Projects with Massive Urban Impact
- and more.

Details on the Symposium including registration is available on the [Symposium page at www.amo.on.ca](http://www.amo.on.ca)

2. symposiums

LAS Risk Management Symposium

Dates: September 9, 2014

Location: TBD

LAS and Frank Cowan Company present a one-day symposium focusing on current, trending and future municipal risk issues. The event will examine the current risk landscape and looked toward the future to help attendees be best prepared for what could lie ahead.

Join us for a full day that will cover trending issues on risk management in the morning, followed by an afternoon of sessions that will discuss trends in employee benefits.

Visit www.las.on.ca for details on the Symposium and registration options.

3. workshops

Council Challenges in 2014

Dates and Locations:

- Thursday, March 20th - North Bay
- Friday, March 21st - Orillia
- Thursday, March 27th - Thunder Bay
- Friday, March 28th - London
- Thursday, April 3 - Kingston
- Friday, April 4 - Peterborough

Discover what lies ahead in 2014, and prepare yourself for the challenges. This session will explore topics such as:

- The impacts of PSAB accounting changes on budgets and reporting from a Councillor's perspective
- Lame Duck Council Provisions
- Succession Planning
- Staff Roles and Responsibilities
- Signs of a Dysfunctional Council
- Municipal Conflict of Interest Update
- Planning for the Next Term of Council

Workshop details can be found on our website at www.amo.on.ca

3. workshops

Media and Communications

Dates and Locations:

- Monday, January 28 - Ottawa
- Monday, March 3 - Windsor
- Monday, March 10 - Sault Ste. Marie
- Monday, March 17 - Hamilton
- Monday, April 21 - Orillia

Get a handle on your communications, media relations and social media! This workshop will cover general training on how to craft strong messages and communicate them; trends, risks and rewards of social media for the municipal sector; and what makes news, how to meet the needs of reporters and handle interviews effectively. Visit www.amo.on.ca for details and registration.

Workshop details can be found on our website at www.amo.on.ca

LAS Energy Workshops

Dates: Fall 2014

Location: Throughout Ontario.

This workshop is geared towards municipal staff and elected officials that are in compliance with *Regulation 397/11 Energy Conservation and Demand Management Plans*. Visit www.las.on.ca in early 2014 for complete details on the workshop including registration.

LAS/MFOA Investment Basics Workshops

Dates and Locations:

- Thursday, September 11 - Brantford
- Thursday, September 18 - Kingston
- Thursday, October 2 - London
- Thursday, October 9 - Orillia
- Thursday, October 16 - Thunder Bay

Sessions will focus on investment options available to municipalities, current economic conditions, and also the need to consider asset management and your road map in all investment decision making. Visit www.las.on.ca in Spring 2014 for details on the session and registration options.

4. AMO/LAS information sessions

Dates and Locations:

- Thursday, March 6th - Exeter (South Huron)
- Thursday, March 20th - Gananoque
- Thursday, April 10th - Orillia
- Thursday, April 17th - Peterborough
- Wednesday, April 23rd - Fort Frances (*prior to start of NOMA conference*)
- Wednesday, May 7th - Sault Ste. Marie (*prior to start of FONOM conference*)
- Thursday, May 15th - Hamilton

Join us for a full day no-cost session where municipal staff and elected officials can learn about a variety of programs and service offerings from LAS/AMO, and to learn about AMO's policy priorities. This is your chance to leverage our experience, programs, and leadership to save money and do more for your municipality. Register online at www.las.on.ca

Save money with LAS Procurement Programs (Electricity, Natural Gas, Fuel)

More than 200 municipalities participate in the LAS Electricity, Natural Gas, and Fuel Procurement Programs to save money and ensure overall budget stability. This session will provide members and interested municipalities with a brief overview of all three programs, including savings and administrative benefits, market updates, and details of how to enroll.

Municipal Insurance – Learn more to reduce your costs

Through LAS' educational partnership with Frank Cowan Company, this session will address some key causes of rising insurance costs and offer suggestions to help municipalities meet their statutory duty of care and lower the 'cost of risk'.

Municipal Group Benefit Cost Trends and How to Manage Them

In this session Mosey & Mosey, LAS' Group Benefits Program partner, will present ideas on how to manage your group benefits costs. The session will offer an overview of what makes up your group benefits costs, as well as current benefits trends, and various benefits strategies.

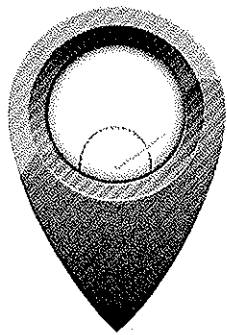
Canada's Gas Tax Fund

Hear about unique projects that are helping municipalities build their communities. Learn how Canada's Gas Tax Fund can help you drive asset management, leverage additional funding for infrastructure, and address many of your capital investment needs.

LAS Energy Services

Consulting, planning and streetlight retrofits, learn how LAS services and programs can help your municipality save money.

* Please note the topics listed for events listed in this document are subject to change. Please visit our websites for the most up-to-date information on AMO/LAS educational programming.



The Road Map to Asset Management

getting up to speed

2014 Asset Management Symposium

Why
Attend?

What's on
The Agenda

Register
Today

The LAS/MFOA Asset Management Symposium is the must attend event for municipal staff and elected officials with an interest in their organization's asset management program.

Attendees will learn about the importance of asset management, the components of successful plans, leading case studies, and also policy considerations.

AMO, MFOA, and LAS, will also introduce a 'road map' that will help municipalities plan their training needs, in order to make all asset management endeavours more comprehensive and meaningful.

Who Should Attend?

- Municipal staff, including CAO's, and senior staff in finance, planning, social housing, and public works
- Municipal elected officials
- Asset Management consultants practicing in the municipal sector

Some of the topics to be covered include:

Background

- What is a good asset management plan?
- Why plan?

Policy

- What makes a credible plan?
- Provincial and Federal interest in asset management plans

Next Steps

- Where do you need to take your plan?
- Metrics: How to project costs?

Financing

- Investments and reserves
- Sustainable debt

Case Studies

- Hear about the experiences of two municipalities that have expanded their asset management plan into an ongoing planning process

...and more.

This is the only Asset Management Symposium developed specifically for municipalities. Register today as we map out the future of asset management in your municipality.

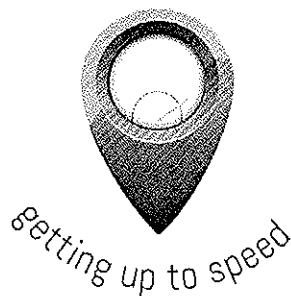
Wednesday, March 26, 2014
Registration opens at 7:30 a.m.
Symposium runs 8:30 a.m. to 4:30 p.m.

Toscana Conference Centre
3201 HWY 7 W. Vaughan

SPECIAL OFFER

10% discount for municipalities that send two or more representatives to the Symposium





2014 Asset Management Symposium

Wednesday, March 26, 2014 | Toscana Conference Centre, Vaughan

PLEASE PRINT IN BLOCK LETTERS

First Name: _____ Last Name: _____

Title or Function: _____

Municipality/Organization: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Tel: _____ Fax: _____ E-mail: _____

REGISTRATION FEES

☐ Full Registration

\$ 480.00 plus HST

TOTAL DUE

\$ 542.40

PAYMENT METHOD

☐ Please invoice me.

☐ Cheque enclosed.
Please make cheque payable to:
Local Authority Services
200 University Avenue, Suite 801
Toronto, Ont., M5H 3C6

HST# 133946921

☐ MasterCard

☐ Visa

Please note there will be a 5% plus HST (\$27.12) administration fee for all credit card transactions.

Card Number: _____

Name on Card: _____

Expiry Date: _____

Signature: _____

Refund Policy: Cancellations must be made in writing to events@amo.on.ca and received by AMO/LAS no later than February 28, 2014. An administration fee of \$75.00 plus 13% HST (\$84.75) will apply. Cancellations received after February 28, 2014 will not be refunded.

PLEASE SEND COMPLETED REGISTRATION FORM TO:

Local Authority Services, 200 University Avenue, Suite 801, Toronto, ON., M5H 3C6 | Fax: 416.971.9372

SPECIAL OFFER:

A discount of 10% of the registration amount (pre-tax) is available for municipalities that register two (2) or more individuals for the Symposium. The discount will be applied to all subsequent registrations. To be eligible for the discount all individuals must work for the same organization.



January Newsletter

HAPPY NEW YEAR – Best wishes for a successful and prosperous New Year from President, Al Spacek and the Board of Directors.

FONOM/MMAH Annual Conference – The website for the 2014 conference in Sault Ste. Marie is up and running. Please visit www.fonomssm.ca for more information about accommodations, location, registration, exhibitors and sponsorship. This year's theme, *Northern by Nature*, will focus on all things relevant to the North and capitalize on our natural strengths as a region.

Membership Renewals – Membership renewals have been sent out for the coming fiscal year. The work that FONOM has been able to accomplish has been because of the support from our members and we look forward to another year working on issues that are important to the North. We thank you for your continued support of FONOM!

FONOM has recently been working on:

- *Northern Leaders' Forum* – FONOM was pleased to be part of the Northern Leaders' Forum which brought provincial government officials, including the Premier, eight Cabinet Ministers and one parliamentary Assistant to Timmins on December 6, 2013 to focus on the implementation of the Growth Plan for Northern Ontario. Premier Wynne voiced a commitment that members from her Ministry would meet with municipal and regional leaders quarterly.
- *Proposed OPP Billing Model* – Members of FONOM have been attending OPP Billing Model consultations to discuss the current proposal which would have dramatic effects on many municipalities. FONOM has expressed the strain that such model would have on its members and encourages municipal governments to address the provincial government with their concerns about the proposed model.
- *Northern Ontario Multimodal Transportation Strategy* – FONOM has participated in discussions concerning the strategy that was developed out of the Growth Plan for Northern Ontario by the Ministry of Transportation of Ontario in partnership with the Ministry of Northern Development and Mines. FONOM has demonstrated their concern that municipal stakeholders be included within each stage of the strategy development process.
- *Provincial Land Tax* – FONOM has expressed their appreciation to the Ministry of Finance for recognizing the inequity between organized townships and unorganized townships through an announcement that they will undergo a review of the current system. FONOM will continue to voice the concerns of member municipalities who are required to provide services to those in unorganized townships while their share of property taxes is substantially higher.
- *Small, Rural and Northern Infrastructure Fund* – Members of FONOM have been working with the provincial government as part of the AMO Working Group to advocate a recommendation that a sustainable and predictable funding model would be more beneficial to municipalities rather than the current application based model.

FONOM

The Federation of Northern Ontario Municipalities

- *Porter Airlines' Support* – FONOM has expressed their support for Porter Airlines' proposal to add new routes that is currently being considered by Toronto city council. Porter Airlines has demonstrated commitment to northern communities by strengthening the connection between the north and south which ensures northern businesses are able to develop and grow and people are able to obtain an increased level of services such as medical care.
- *Land Use Planning and Appeals System* – FONOM provided a submission that highlighted a number of ways to minimize the number of appeals that place stress onto municipalities, placing them at a disadvantage, focusing limited funds on appeal processes rather than projects that would generate positive returns such as economic development.
- *Ontario Trails Coordinating Committee (OTCC)* – FONOM provided input to the Ministry of Tourism, Culture and Sport's Discussion Paper: Strengthening Ontario's Trails Strategy as well as taking part in a regional consultation session held in North Bay and a quarterly OTCC meeting. FONOM is looking forward to building a partnership with the Ontario Trails Council to advocate for the trails in the North.

Ongoing issues and projects that FONOM is involved in:

- *Municipal Property Assessment Corporation (MPAC)* – FONOM maintains a high level of concern regarding property reassessments, particularly industrial properties in which many smaller municipalities are dependent upon. There continues to be FONOM representation through a Ministerial Advisory Committee.
- *Ontario Northland Transportation Commission (ONTC)* – FONOM continues to play a role in discussions, particularly as a representative on the Ministerial Advisory Committee responsible for investigating possible solutions to transform the ONTC which has produced significant development.
- *Forestry Sector* – FONOM continues to monitor the forestry industry and press the provincial government to act in order to ensure that this vital industry is both sustainable and drives economic development across the Northeast.
- *Dan Lawrie Insurance Brokers (DLIB)* – The Group Benefits program underwritten by the Cooperators, was launched to provide municipalities with a minimum of three employees the opportunity to receive a percentage return of annual premium paid. A DLIB representative has contacted members and met with several municipalities to review their current benefit program and how DLIB can both extend coverage and offer a benefits package at a lower cost.

Please contact DLIB to obtain a quote!

For more information visit: www.danlawrie.com/fonom or contact DLIB directly:
FONOM@danlawrie.com
1-705-719-2366 ext. 1308
1-800-661-1518 ext. 1308

On behalf of the FONOM Board, we would like to express our sincere condolences in the recent passing of Frank Gillis. A former FONOM President, Frank was a lifelong advocate on behalf of the North and his work through a number of organizations and committees has provided passion and knowledge.



Member Survey

The Federation of Northern Ontario Municipalities is interested in your municipality's priorities and areas of concern. Your assistance in completing this survey will help FONOM focus on the issues that matter most to our members. Please do not hesitate to provide feedback.

What are the issues that are currently of most concern to your municipality? Rank accordingly, 1 being of most concern, 5 being of least concern:

- _____ Infrastructure
- _____ Employment
- _____ Health care
- _____ Natural resources
- _____ Other (Please specify)

How do you rate FONOM's ability to get information to municipalities?

- _____ Very satisfied
- _____ Somewhat satisfied
- _____ Satisfied
- _____ Somewhat unsatisfied
- _____ Very unsatisfied

How does your municipality primarily obtain information about FONOM?

- _____ Word of mouth
- _____ E-mail
- _____ Website
- _____ Media
- _____ Other (Please specify)

How often does your municipality access the FONOM website on average?

- _____ At least once a week
- _____ At least once a month
- _____ Several times a year
- _____ Few times a year
- _____ Never

Comments: _____

Thank you for taking the time to complete this survey!

From: Malcolm White
Sent: Monday, January 20, 2014 9:57 AM
To: Rachel Tyczinski
Subject: FW: AMO's Breaking News - AMO's 2014 Pre-Budget Submission

From: AMO Communications [mailto:communicate@amo.on.ca]
Sent: Friday, January 17, 2014 1:44 PM
To: Malcolm White
Subject: AMO's Breaking News - AMO's 2014 Pre-Budget Submission

TO THE IMMEDIATE ATTENTION OF THE CLERK AND COUNCIL

January 17, 2014

The Fork in the Road – Highlights of AMO's 2014 Pre-Budget Submission

Today the Association of Municipalities of Ontario (AMO) provided its [2014 Pre-Budget Submission](#) to the Standing Committee on Finance and Economic Affairs and the Minister of Finance.

Quick highlights:

- It calls on the legislature to call the question on key Bills that are beneficial to municipalities but which have languished far too long.
- It sets out a nine point action plan for the coming year's provincial budget which includes the following:
 1. **Infrastructure** - Small, rural and northern municipalities need a permanent, predictable infrastructure fund in the next provincial budget. We also need to discuss how sustainable support for transit and large infrastructure investments can become a reality that works in all parts of Ontario.
 2. **Emergency Service Costs** – Rate of growth of these services is not sustainable and AMO is looking for action on drivers that contribute to this. It continues to advocate for an improved, accountable and transparent arbitration system that gives meaning to capacity to pay.

In addition, the Province must have a more vigorous pursuit of system-wide efficiencies in policing and proceed in earnest in order to deal with the cost drivers for all police forces.

Three-quarters of all Ontario municipalities pay and use the services of the Ontario Provincial Police (OPP). Ontario Municipal Partnership Fund (OMPF) reductions and OPP wage increases in 2014 have caused a \$50 million hit for property taxpayers in rural, small urban and northern communities. These same municipalities are facing a proposed new model for OPP billing that helps some and for others the impact is not feasible. Any OPP billing change must involve municipal finance expertise, consider the differing fiscal health of municipalities, involve various Ministries and a way to validate the OPP costs for its activity centres and examine mitigation techniques.

3. **Municipal Liability** – the Attorney General’s willingness to explore some version of proportionate liability in road cases where a plaintiff has some negligence needs to move into a government and Legislature priority.
4. **Waste Management** - Pass Bill 91, the *Waste Reduction Act*. It reflects municipal perspectives on producers’ responsibility – let’s take action now so that we can cut the waste, reduce the pressure on landfills and eliminate wrap rage.
5. **Improve the rule of law** - Pass Bill 34, the *Highway Traffic Statute Law Amendment Act*, to help municipalities collect unpaid fines. *Provincial Offences Act* reform has been stalled in the legislature since last April.
6. **Housing** - Total housing and homelessness prevention funding must be enhanced and further program consolidation is needed to produce more cost-effective and efficient. Despite the social services upload, property taxpayers in Ontario shoulder the burden of social housing and asked to take a role in providing affordable housing, on top of child care and long term care and public health.
7. **Energy** - A renewed look at energy planning and energy costs so that Ontario can be as competitive as possible.
8. **Growth must pay for growth** - On Development Charges, artificial discounts for transit, etc. and exclusions (e.g. hospitals) need to end.
9. **Loss and Destruction** – Municipalities call on the provincial and federal government to collectively review the recovery programs for natural or man-made disasters to public property.

Municipalities are encouraged to reflect these themes in their discussions with MPPs and their own submissions

Contact: Matthew Wilson, Senior Advisor, 416-971-9856 ext. 323 or mwilson@amo.on.ca

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.

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel. 416-585-7000
Fax 416-585-6470
www.ontario.ca/MAH

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M5G 2E5
Tél. 416-585-7000
Télééc. 416-585-6470
www.ontario.ca/MAH



DEC 05 2013

13-4440

Your Worship
Mayor Debbie Amaroso
City of Sault Ste. Marie
PO Box 580
Sault Ste. Marie ON P6A 5N1

Dear Mayor Amaroso:

I am writing regarding Council's resolution on September 23, 2013, seeking a disaster declaration under the Ontario Disaster Relief Assistance Program (ODRAP) to cover the costs of public and private damage resulting from the September 10, 2013 storm.

Today I announced up to \$3.25 million in assistance under ODRAP for five municipalities in Algoma District. The municipalities of Huron Shores; Plummer Additional; Johnson; MacDonald, Meredith & Aberdeen Additional; and Laird have been declared a disaster area for the purpose of ODRAP.

I understand that the City of Sault Ste. Marie is continuing to assess damage from the storm and I look forward to receiving further information about the storm damage so that I can determine eligibility for provincial financial assistance under ODRAP. Alternatively, if Council has determined that the scale of the damage is within the capacity of the community to manage without provincial assistance, I would ask that you notify me of this decision.

If you or your staff have any further questions, please feel free to contact Mr. David King, Manager, Local Government, by telephone at 1-800-461-1193, extension 46583, or by email at David.King@ontario.ca.

Please accept my best wishes for success in your efforts to repair damage and support your community's full recovery from the flood.

Sincerely,

Linda Jeffrey
Minister

Cc. Joe Fratesi, CAO
Hon. David Oraziatti

Ministry of Northern Development
and Mines

Office of the Minister

99 Wellesley Street West
Whitney Block, Room 5630
Toronto ON M7A 1W3
Tel.: 416 327-0633
Fax: 416 327-0665

Ministère du Développement du Nord
et des Mines

Bureau du ministre

99, rue Wellesley Ouest
Edifice Whitney, bureau 5630
Toronto ON M7A 1W3
Tél. : 416 327-0633
Télec. : 416 327-0665



MNDM4676MC-2013-1247

December 19, 2013

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

Dear Mayor Amaroso:

On behalf of Premier Wynne and the Government of Ontario, I want to thank you and the other members of the Northern Ontario Large Urban Municipalities (NOLUM) for proposing the idea of a Northern Leaders' Forum, and for helping make the event such a success.

As Minister of Northern Development and Mines, I am pleased to reaffirm my commitment to holding quarterly meetings with leadership from Aboriginal groups, NOLUM, The Federation of Northern Ontario Municipalities (FONOM) and the Northwestern Ontario Municipal Association (NOMA). I look forward to building on our frank and open dialogue from the Northern Leaders' Forum, as we work in partnership to further the objectives of the Growth Plan for Northern Ontario.

Northern Ontario is certainly a top priority for our government and Premier Wynne, my Cabinet colleagues and I will continue working with all our partners across the North to help deliver on our shared goal of seeing a strong and prosperous Northern economy.

Once again, thank you for making the event a success and I look forward to seeing you in the new year.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Michael'.

Michael Gravelle
Minister of Northern Development and Mines

c: The Honourable Kathleen Wynne, Premier
The Honourable Eric Hoskins, Minister of Economic Development, Trade and Employment
The Honourable Linda Jeffrey, Minister of Municipal Affairs and Housing
The Honourable Deb Matthews, Minister of Health and Long-Term Care
The Honourable Glen Murray, Minister of Transportation / Minister of Infrastructure
The Honourable David Oraziotti, Minister of Natural Resources
The Honourable David Zimmer, Minister of Aboriginal Affairs
Steven Del Duca, MPP, Vaughan, Parliamentary Assistant to the Minister of Finance

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Bon Soo TELEPHONE: 705-759-3000ADDRESS: 424 - C Pim St. POSTAL CODE: P6B 2V1

The above person hereby makes application for the closing of

Foster Dr.

(Name of street to be closed)

from Elgin St. to Spring St.
(reference points - street numbers, cross streets, etc.)on the 7 day of February, 20 14 from 4pm am/pm to 8 am/pmfor the purpose of Bon Soo Winter Carnival* It is our
intention to open
the road during
the weekdays
during regular business
hours.

APPROVALS SECTION:

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

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

Signature of Official_____
Signature of Official

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

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

Signature of Official_____
Signature of Official

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

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

Signature of Official_____
Signature of Official

CITY CLERK SECTION:

City Council approval was received on _____
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2014

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February 16, 2014

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12/03/2013 TUE 11:54 FAX 705 759 6950 BON S00 Winter Carnival

002/003

2014

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12/03/2013 TUE 11:53 FAX 705 759 6950 BON 800 Winter Carnival

002/003

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Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred StreetSgt. H. Wagner # 209 DEC 04 2013

Signature of Official

Signature of Official

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Telephone 541-7000
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12/03/2013 TUE 11:53 FAX 705 759 6950 BON-SOO Winter Carnival 003/003

2014

TEMPORARY STREET CLOSURE - APPLICATION FORM

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Lake Street

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Sgt. P. Magnan #209 DEC 04 2013
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12/03/2013 TUE 11:54 FAX 705 759 6950 BON S00 Winter Carnival

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CITY CLERK SECTION:

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(date) (By-law No.)

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

2014 01 20

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. **Jeff Bowen – Fire Services – EMS Division**
Imedic EMS Encounter; Risk Mgmt. & Quality Improvement
February 12 – 14, 2014
Toronto, Ontario
Estimated total cost to the City - \$ 1,352.75
Estimated net cost to the City - \$ 1,352.75
2. **Joe Cheesman and Dan Grigg – Fire Services**
Pre-Incident Planning
February 10 -14, 2014
Gravenhurst, Ontario
Estimated total cost to the City - \$ 800.00
Estimated net cost to the City - \$ 800.00
3. **Michael Simon and Jeff Lajoie – Fire Services**
Incident Management Practice
February 24 – 28, 2014
Gravenhurst, Ontario
Estimated total cost to the City - \$ 800.00
Estimated net cost to the City - \$ 800.00
4. **Michael Simon – Fire Services**
Incident Management Practice
March 10 - 14, 2014
Gravenhurst, Ontario
Estimated total cost to the City - \$ 400.00
Estimated net cost to the City - \$ 400.00

5. **Mike Nadeau – Social Services Department**

NOSDA/OMSSA CAO Face to Face

February 5 – 6, 2014

Toronto, Ontario

Estimated total cost to the City - \$ 544.22

Estimated net cost to the City - \$ 544.22

6. **Nick Apostle - Community Services Department**

Parks & Recreation Ontario – Board Meeting

February 12 – 13, 2014

Toronto, Ontario

Estimated total cost to the City - \$ 461.75

Estimated net cost to the City - \$ 0.00

Yours truly,

A handwritten signature in black ink, appearing to read "J. Fratesi", with a small asterisk at the end.

JMF: bb

Joseph M. Fratesi
Chief Administrative Officer



COUNCIL REPORT

January 20, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: William Freiburger, Commissioner of Finance and Treasurer

DEPARTMENT: Finance Department

RE: 2014 Budget Meeting

PURPOSE

The Finance Department will present a preliminary draft 2014 budget to Council on Monday, February 3, 2014 at 4:30 p.m. along with supporting budget material. We are scheduling special budget meetings for Council on April 14 and 15 (if required).

We will have the final DSSAB levy, education rates and City surplus for the April 14th meeting.

BACKGROUND

N/A

ANALYSIS (if applicable)

N/A

IMPACT

N/A

STRATEGIC PLAN

N/A

RECOMMENDATION

That the report of the Commissioner of Finance and Treasurer concerning 2014 Budget be received as information.

Report to Council – 2014 Budget Meeting
2014 01 20
Page 2.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. Freiburger', with a stylized, flowing script.

W. Freiburger, CMA
Commissioner of Finance and Treasurer

WF/kl



COUNCIL REPORT

January 20, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance

RE: RFP FOR WASTE WOOD GRINDING–MUNICIPAL LANDFILL (2014WB01P)

PURPOSE

Attached hereto for your information and consideration is a report prepared on behalf of the Evaluation Committee concerning proposals received for the provision of Waste Wood Grinding at the Municipal Landfill as required by the Public Works & Transportation Department.

BACKGROUND

The Request for Proposal was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on December 31, 2013.

ANALYSIS

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

And-Son Contracting & Gravel Enterprises Inc., Goulais River, ON
Rainone Services, Sault Ste. Marie, ON
Titan Contractors (Kenora) Ltd., Kenora, ON

The proposals received have been evaluated by a committee comprised of staff from the Public Works & Transportation Department and the Purchasing Division-Finance Department. The proposal submitted by Rainone Services was found to be incomplete and informal; and was not considered during the evaluation process.

The proponent scoring the highest in the evaluation process was And-Son Contracting & Gravel Enterprises Inc. And-Son has previously provided Waste Wood Grinding Services at the Municipal Landfill.

IMPACT

Funding for this activity is provided within accounts associated with the Municipal Landfill.

STRATEGIC PLAN

Grinding of Waste Wood deposited at the Municipal Landfill is not an activity listed in the Corporate Strategic Plan

RECOMMENDATION

It is therefore my recommendation that the proposal submitted by And-Son Contracting & Gravel Enterprises Inc. to provide Waste Wood Grinding Services at the Municipal Landfill be accepted. The contract will commence January 21, 2014 and continue for a period of three (3) years allowing for further one (1) year extensions by mutual agreement.

Respectfully submitted,



Tim Gowans
Manager of Purchasing

Recommended for approval,



W. Freiburger
Commissioner of Finance & Treasurer

TG:nt

RECOMMENDED FOR APPROVAL
Chief Administrative Officer
Joseph M. Fratesi

Joseph M. Fratesi
Chief Administrative Officer
RECOMMENDED FOR APPROVAL



2014 01 20

Mayor Debbie Amaroso and
Members of City Council

RE: CONFERENCES AND MAJOR SPECIAL EVENTS COMMITTEE – 2014 EVENTS

PURPOSE

This report is in response to funding requests for three events being held in 2014, the Ontario Scotties Championship, the Provincial Ringette Championships and the FONOM/MMAH Annual Conference.

BACKGROUND

In 2008, City Council established an annual fund in the amount of \$20,000 to provide financial support and incentive to eligible groups to facilitate hosting certain conferences and major special events coming into the City. The Conferences and Major Special Events Committee reviews requests for funding and provides a recommendation to City Council.

ANALYSIS

The committee has reviewed requests from the organizing bodies for the above noted events. The applications met the purpose, rationale and all eligibility criteria of the policy guideline for funding as follows.

2014 Ontario Scotties Championship	\$ 5,000
2014 Provincial Ringette Championship	\$10,000
2014 FONOM/MMAH Annual Conference	\$ 5,000

IMPACT

These items have a total cost of \$20,000 which will be funded from the 2014 funding allocation of \$20,000. At this time there is \$22,500 remaining in reserve for future allocations.

STRATEGIC PLAN

This item is not linked to current activities in the Corporate Strategic Plan.

RECOMMENDATION

The Committee's recommendation is that Council authorize municipal financial support in the amount of \$5,000 for the 2014 Ontario Scotties Championship, \$10,000 for the 2014 Provincial Ringette Championships and \$5,000 for the 2014 FONOM/MMAH Conference to be funded from the 2014 Conferences and Major Special Events fund.

Respectfully submitted

Councillor Paul Christian, Chair
Conferences and Major Special Events Committee

Attachments

copy: Committee members
Councillor Marchy Bruni
Councillor Joe Krmpotich
Councillor Rick Niro
Ian McMillan Executive Director, Tourism SSM



COUNCIL REPORT

January 20, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Rachel Tyczinski, Deputy City Clerk

DEPARTMENT: City Clerk's Department

RE: 2014 Corporate Membership Fees

PURPOSE

The purpose of this report is to advise City Council as to 2014 corporate memberships.

BACKGROUND

The following memberships will become due in 2014:

	2014 Renewal	2013 Fees
1. Algoma District Municipal Association	300.00	300.00
2. Association of Municipalities of Ontario	13,054.21	12,659.53
3. Canadian Institute of Forestry	300.00	339.00
4. Chamber of Commerce	367.25	367.25
5. Federation of Canadian Municipalities	10,604.29	10,396.41
6. Federation of Northern Ontario Municipalities	3,000.00	3,000.00
7. Great Lakes and St. Lawrence Cities Initiative	5,000.00	5,000.00
8. Ontario Good Roads Association	2,293.20	2,123.11
9. Ontario Traffic Conference	490.00	490.00
	35,408.95	34,675.30

ANALYSIS (if applicable)

Please note that FONOM has indicated that a motion to increase membership fees by 5% with every new term of Council will be presented at the 2014 Annual General Meeting for approval (May 9, 2014).

IMPACT

The 2013 operating budget projected corporate memberships at \$33,675.30. 2014 costs are estimated at \$35,408.95.

STRATEGIC PLAN

This is an operational activity not linked to any activities in the Strategic Plan.

RECOMMENDATION

That the report of the Deputy City Clerk and Manager of Quality Improvement dated 2014 01 20 concerning 2014 corporate membership fees be received as information and the recommendation to proceed with payment of 2014 membership fees be approved.

Respectfully submitted,

Recommended for approval,

Rachel Tyczinski
Deputy City Clerk and
Manager of Quality Improvement

Malcolm White
City Clerk



COUNCIL REPORT

January 20, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Nicholas J. Apostle, Commissioner Community Services

DEPARTMENT: Community Services Department

RE: ESSAR CENTRE - MEMORIAL TOWER UPDATE

PURPOSE

The purpose of the report is to update Council on this matter.

BACKGROUND

In 2012 there was a structural inspection of the Essar Centre (arenas are required to be inspected every five years). At that time the consulting engineer also reviewed the Memorial Tower. The report recommended that repairs to components of the structure be undertaken within the next couple years or the tower should be demolished.

In 2013 Council authorized engaging a consultant to review the scope of the structural modifications required to the Memorial Tower to ensure it is structurally sound, and to provide a cost estimate for the repairs. Tulloch Engineering completed the inspection and provided a report which is attached.

ANALYSIS

The short-term repairs identified in the consultant's report are:

- ***“secure all loose or damaged portions of the existing copper roof cladding.***
- ***through a visual survey and sounding with a hammer, determine all areas where existing concrete or existing concrete patches are loose and in danger of falling. Remove all suspect concrete.***
- ***provide a protection structure to permit safe access to electrical panels at base of tower interior.***

These short term repairs would address areas of specific concern that are hazards to the general public and City staff. These repairs should be considered temporary until a more permanent solution could be implemented. We recommend that short term repairs remain in place for a maximum period of 5 years...."

The longer term repairs will be submitted to future budgets.

IMPACT

The estimated cost for this work is \$22,000. However, given the nature of the work location and uncertainty in the amount of work, the amount included in the 2014 Capital Budget request is \$30,000.

STRATEGIC PLAN

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

RECOMMENDATION

That the report of Commissioner of Community Services concerning the Memorial Tower at the Essar Centre be received and referred to the 2014 Budget.

Respectfully submitted,



Nicholas J. Apostle
Commissioner Community Services



RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

p:\council\2014\memorial tower jan 20

cc: W. Freiburger, Commissioner of Finance & Treasurer

MEMORIAL TOWER PRELIMINARY REHABILITATION ASSESSMENT

1.7.2014



January 7, 2014
13-1119

Norm Fera
Manager, Community Centres Division
City of Sault Ste. Marie, Essar Centre
269 Queen Street East
Sault Ste. Marie, ON
P6A 1Y9

Re: **Memorial Tower**
Preliminary Rehabilitation Assessment - REVISED
Essar Centre
Sault Ste. Marie, Ontario

Dear Mr. Fera:

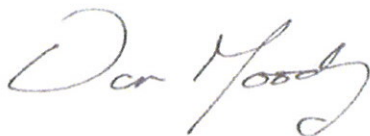
Please find enclosed a report outlining our Rehabilitation Assessment for the Memorial Tower at the Essar Centre, 269 Queen Street East, Sault Ste. Marie, ON.

The report includes a summary of our observations, as well as recommendations and preliminary budgets for areas that require rehabilitation. As requested, we have provided observations and recommendations regarding the interior of the Tower.

We trust you will find the information presented acceptable. If you should choose to proceed with any of our recommendations or if you should have any questions, please do not hesitate to contact the undersigned at your convenience.

Sincerely,

TULLOCH Engineering Inc.



Dan Moody, A.Sc.T.
Structural Designer

DM/dm

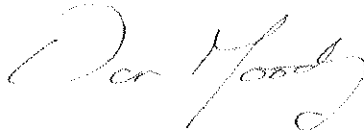
Distribution List

# of Hard Copies	PDF Required	Association / Company Name
2	1	City of Sault Ste. Marie
2	1	City of Sault Ste. Marie

Revision Log

Revision #	Revised By	Date	Issue / Revision Description
1	DJM	Dec.3/13	Revised to include interior of Tower
2	DJM	Jan.7/13	Issued for Final Report

Tulloch Signatures



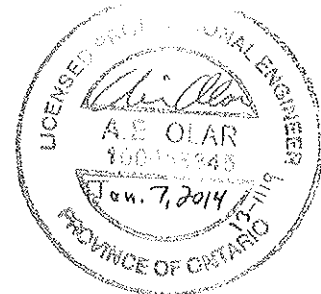
Report Prepared By:

 Dan Moody, A.Sc.T.
 Structural Designer



Report Reviewed By:

 Alvin Olar, M.A.Sc., P. Eng.
 Structural Engineer



STATEMENT OF LIMITATIONS AND QUALIFICATIONS

The attached Report (the "Report") has been prepared by Tulloch Engineering Inc. ("Consultant") for the benefit of the client ("Client") in accordance with the agreement between Consultant and Client, including the scope of work detailed therein (the "Agreement").

The information, data, recommendations and conclusions contained in the Report (collectively, the "Information"):

- is subject to the scope, schedule, and other constraints and limitations in the Agreement and the qualifications contained in the Report (the "Limitations");
- represents Consultant's professional judgement in light of the Limitations and industry standards for the preparation of similar reports;
- may be based on information provided to Consultant which has not been independently verified;
- has not been updated since the date of issuance of the Report and its accuracy is limited to the time period and circumstances in which it was collected, processed, made or issued;
- must be read as a whole and sections thereof should not be read out of such context;
- was prepared for the specific purposes described in the Report and the Agreement; and
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This Statement of Qualifications and Limitations is attached to and forms part of the Report and any use of the Report is subject to the terms hereof.

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1. BACKGROUND

The Memorial Tower was constructed as part of the Sault Memorial Gardens between 1946 and 1949. The Tower was constructed of reinforced concrete. The Tower rises 20.1 meters (66 feet) from ground level and is capped with a glassed-in lamp cupola. In 2006, as part of the demolition of the Memorial Gardens, the Memorial Tower was severed, and remedial work was conducted to permit the Tower to function as a free-standing structure.

Most recently, M.R. Wright & Associates Co. Ltd. conducted an inspection of the glass light enclosure in December, 2011. In that report, observations were made regarding deteriorating concrete in the upper platform parapet, cracked concrete at the base of the octagonal wall (near the door) and severe corrosion of steel members within the glass enclosure.

2. METHODOLOGY

Prior to commencing the on-site visual inspection of the upper section of the Memorial Tower, a review of the Memorial Tower Historical Binder took place. The “Memorial Tower of the Sault Memorial Gardens” has a historic designation under Part IV of the Ontario Heritage Act, and as such it was important to understand what specific aspects of the Memorial Tower were of historical importance. The binder was reviewed to gain some insight into the Memorial Tower’s construction, and design style.

TULLOCH’s scope of work was to review the existing structure, and to provide recommendations to rehabilitate portions of the Tower. Recommendations made in this report do not involve aesthetic or functional changes to the exterior of the Tower.

A visual and limited physical inspection of the Memorial Tower was conducted by Tulloch Engineering Inc. on October 22, 2013. Alvin Olar, P.Eng. and Dan Moody, A.Sc.T., of TULLOCH conducted the inspection, partially while in an aerial elevating device, and partially while inside the glass light enclosure of the Tower. A supplemental inspection of the interior of the Tower was conducted by Dan Moody, A.Sc.T., from ground level.

Visual observations of the condition of components were documented and photographed. Measurements were recorded to assist with the development of base drawings and to assist with quantity estimates for budgetary purposes.

In order to assess the condition of areas of concrete that exhibited signs of deterioration, a physical sounding of the concrete was performed.

3. OBSERVATIONS

Examination of the exterior surface of the Tower revealed that the structure was in generally good condition. Localized scaling and delamination of the exterior surface of the concrete was noted, with the highest concentrations being on the horizontal (or near horizontal) surfaces of the concrete walls and buttresses (see Photo No. 1– far right, in Appendix-A). In multiple locations it was observed that cementitious patching material had previously been installed. The patching material itself had become de-bonded with the concrete surface below.

The 203mm x 356mm (8"x14") concrete parapet wall/curb at roof level was observed to be severely deteriorated (see Photo's No. 2 & 3) with wide cracks being evident over the full perimeter. The steel guardrail was observed to be in generally fair condition, with minimal surface corrosion.

Inspection of the interior of the glass light enclosure revealed the steel frame to be moderately to severely corroded (see Photo No. 4).

The upper and lower glass panels were all intact, with several of the lower panels displaying cracks or evidence of previous repair. We observed moderate corrosion on the metal retaining strips and fasteners that hold the glass in place (see Photo No. 5).

The copper roof cladding is in poor condition. It appeared that the roof had previously been damaged, and was repaired with bailing wire in multiple locations (see Photo No. 6).

The wood access door and frame are weathered, with missing paint and corroded hardware. There is no weather stripping to seal the door (see Photo No. 5).

There is minor spalling of the concrete wall directly below the access door.

There are several locations where the glass blocks (on the vertical faces) are cracked, or having missing grout/sealant at the joints (see Photo No.7).

Two interior finish types were observed on the interior of the Tower. The floor of the Tower and the lower 4.6m (15 ft.) of wall appear to be Terrazzo (cast in place composite material). The walls and ceiling above the 4.6m level appear to be wood lath on concrete, with metal lath and a cementitious Stucco product (painted). The Terrazzo floor and lower wall are in good condition with only a few cracks present (see Photo No. 8). The upper Stucco finish is in poor to very poor condition. Paint is peeling off throughout the interior of the Tower, and large sections of stucco have fallen into the bird netting below (see Photo No. 9). The interior surface of the concrete substructure was unavailable for examination.

4. CONCLUSIONS

It is the opinion of TULLOCH that several of the key elements of the Memorial Tower, as identified in the report, are presently in a condition such that they are creating a hazard to the general public. Even a small piece of copper roofing, metal flashing, concrete or Stucco can be a serious safety concern when falling to the ground from a potential height of 20.1m (66 feet).

The Memorial Tower as a complete structure would appear to have significant lifespan left to it. As with any structure, certain components will require repair or replacement over time. Portions of this structure may be as much as 65 years old.

Short term repairs to items that present a hazard to the general public or to City staff should be completed within three (3) months. Repair and/or rehabilitation of the glass light enclosure, the exterior of the concrete structure and the interior finishes of the Tower should be completed as soon as possible (see implementation timeline in Section .5 Recommendations).

5. RECOMMENDATIONS

After careful review of all previous and current inspection reports, and in consideration of both the Historical and Cultural significance of the Memorial Tower, we have prepared a list of recommendations (below), including budget estimates and implementation timelines.

The budget prices given below are intended to provide an indicative estimate (within 20% +/-) of the costs that would be associated with the various recommendations for rehabilitation of the Memorial Tower and or Glass light enclosure. The values do not represent a thorough or complete construction estimate, they should be considered preliminary.

The cost estimates include all labour, materials and equipment necessary to perform the tasks as outlined. Due to this project being conducted at an elevated work area, there are significant costs associated with scaffolding, man lifts, cranes, and measures to protect the general public from falling objects during construction. These costs are included in the budget prices.

The following items should be addressed within three (3) months' time:

- secure all loose or damaged portions of the existing copper roof cladding.
- through a visual survey and sounding with a hammer, determine all areas where existing concrete or existing concrete patches are loose and in danger of falling. Remove all suspect concrete.
- provide a protection structure to permit safe access to electrical panels at base of tower interior.

These short term repairs would address areas of specific concern that are hazards to the general public and City staff. These repairs should be considered temporary until a more permanent solution could be implemented. We recommend that short term repairs remain in place for a maximum period of 5 years or as outlined below, while recommendations for long term maintenance/rehabilitation are implemented.

<i>Estimated Cost</i>	<i>\$22,000 + HST</i>
<i>Implementation Timeline</i>	<i>Within 3 months</i>

A1. In Place Rehabilitation/Repair of Existing Concrete Structure (top 2.0m+/- of the Tower)

- remove existing deteriorated or delaminated concrete from the top 2.0m+/- of the Memorial Tower to expose sound concrete. The majority of the deteriorated concrete seems to be in the upper most 1 to 2 meters of the main structure.
- Repair with structural repair mortar
- Paint the Tower exterior (top 2.0m+/-)

<i>Estimated Cost:</i>	<i>\$35,000 + HST</i>
<i>Implementation Timeline:</i>	<i>1-2 years</i>

A2. In Place Rehabilitation/Repair of Existing Concrete Structure (remainder of the Tower)

- remove existing deteriorated or delaminated concrete from the remainder of the Memorial Tower to expose sound concrete.
- Repair with structural repair mortar
- Paint the remainder of Tower exterior.

Estimated Cost: **\$65,000 + HST**
Implementation Timeline: **within 5 years**

B. In Place Removal/Replacement of Upper Parapet Wall and Handrail

- remove existing upper parapet wall concrete (from roof level up) for the full perimeter of the Tower. Form and pour new cast in place concrete parapet wall to match existing dimensions.
- replace existing steel, round tube handrail (or potentially rehabilitate existing depending on condition).

Estimated Cost: **\$35,000 + HST**
Implementation Timeline: **1-2 years**

C. Replace Existing Membrane Roof and Associated Flashings

- maintain existing roof membrane throughout construction to minimize water intrusions.
- Once new parapet wall and handrail were in place, install new membrane roof, metal scupper and associated flashing.

Estimated Cost: **\$15,000 + HST**
Implementation Timeline: **1-2 years**

D. Off Site Fabrication of New Glass Light Enclosure

- remove existing light structure
 - if possible, lower the structure to the ground in one piece to permit in shop duplication of dimensions.
- salvage components for historical preservation
- install temporary roof over light during construction
- fabricate new steel superstructure in shop (exterior dimensions to match existing)
- shop apply primer and paint (or fabricate from corrosion resistant material)
- install new copper roof (style and dimensions to match existing)
- install new structure with mobile crane
- fasten light structure to existing concrete
- install salvaged or new architectural glass panels
- install flashing/sealant as required for a weather tight installation

- replace existing access door and frame

Estimated Cost: **\$65,000 + HST**
Implementation Timeline: **1-2 years**

E. Repair/Replacement of Damaged Glass Blocks

- replace all cracked or damaged glass block
- clean interior and exterior surface of glass blocks and all joints
- apply new joint sealant to maintain weather tightness

Estimated Cost: **\$16,000 + HST**
Implementation Timeline: **within 5 years**

F. Removal of Interior Stucco Finishes

- remove existing bird netting
- protect existing Memorial at base of Tower
- protect existing Terrazzo floor and walls
- remove all existing stucco
- remove all wood and metal lath
- repair interior surface of concrete with structural repair mortar

Estimated Cost: **\$65,000 + HST**
Implementation Timeline: **within 5 years**

Note: Cost estimates for the removal of interior stucco finishes have been based on the assumption that no hazardous materials are present in the paint or stucco finishes. TULLOCH recommends that prior to commencing with the removal of any materials, a designated substance survey be conducted. A designated substance survey will determine if items such as asbestos, mould or lead are present in the building materials. Any or all designated substances have the potential to cause serious harm to workers. If designated substances were found to be present in the paint or stucco finishes, there may be requirements for the removal to be conducted by a licensed abatement contractor at an increased cost.

Budget / Implementation Schedule Summary

<u>Item</u>	<u>Implementation Time</u>	<u>Cost</u>
Short Term Repairs	3 months	\$22,000
Contingency (15%)		\$ 3,300
Engineering (10%)		\$ 2,200
		\$27,500
A1, B, C, D	1-2 years	\$150,000
Contingency (15%)		\$ 22,500
Engineering (10%)		\$ 15,000
		\$187,500
A2, E, F	Within 5 years	\$146,000
Contingency (15%)		\$ 21,900
Engineering (10%)		\$ 14,600
		\$182,500

All costs are exclusive of HST.

While the overall Tower structure was found to be in fair to good condition, there were areas of concern that if left unaddressed, could pose a hazard to the general public. Three (3) areas of particular concern are the copper roof cladding, the deteriorated concrete parapet & delaminated concrete/previously patched areas on the concrete buttresses. Portions of the copper roof cladding are damaged or loose, and are at risk of becoming detached in a strong wind. The concrete parapet and areas of previous patching would pose a serious hazard to

pedestrians or vehicles below should the concrete break loose and fall. The interior stucco finishes present a hazard to maintenance staff who are required to enter the base of the Tower. The current bird screening may be inadequate to protect maintenance staff if a large section of stucco were to break loose and fall.

As with any deterioration of building materials and components, the longer the delay in addressing them, the more extensive the repairs become, which ultimately increases repair costs.

Due to the elevated work area at which many of the repairs are located, a significant portion of the budgeted repair costs are associated with providing safe, secure access. Equipment such as man lifts and scaffolding will be required to complete many of the repair recommendations. Completing multiple repair recommendations concurrently or consecutively would result in certain cost efficiencies. These efficiencies would be in the form shared mobilization/demobilization costs associated with the scaffolding and man lifts as well as shared labour, tools and equipment, and related Engineering fees.

We recommend that each of the repair recommendations be completed with detailed engineering design drawings and specifications, including tendering, contract administration and materials testing services provided by a qualified Consulting Engineering Firm.

Refer to attached drawings A01 to A05 inclusive for illustration of preliminary rehabilitation recommendations.

6. HISTORICAL ACCURACY OF BUILDING MATERIALS

Due to the historical value and Heritage Status of the Memorial Tower, consideration should be given to maintaining or preserving its components wherever possible. Of the items identified in the recommendations, Recommendation D, involves what is perhaps one of the most significant and complex components of the Tower. The Glass Light Enclosure is an 8 sided steel frame structure with glass panels and a copper roof.

From ground level, the glass panels appear to be frosted. From the top of the tower, the pattern in the glass becomes visible. From ground level, the roof appears to be light green, although it is known to be copper that has oxidized over time to develop a light green patina.

The glass light enclosure is one component of the Tower that could be replaced using materials that would maintain the aesthetic integrity of the tower, while allowing for significant cost savings. The glass panels could be replaced with less costly frosted, tempered glass. The copper roof could be replaced with less costly green, prefinished steel roofing. From ground level, these substitute materials would appear essentially the same. They would function equally well as the authentic materials, and could be supplied and installed at a potential savings of \$30,000+/- . An additional item to note is that if the existing copper roof were to be replaced with a new copper roof, it would be a shiny copper colour. It would take many years to naturally develop the same light green patina of the present roof.

When specifying construction materials, consideration must be given to both cost effectiveness and longevity of the product. Specific components may often be available in a range of qualities, with price ranging according to quality. Utilizing a more inexpensive product may initially produce the desired aesthetic, but may cost more over the life of the structure, due to the frequency of repairs or replacement.

It is recommended that prior to proceeding with any repairs (other than Short Term Repairs) that drawings and specifications of the proposed work be submitted to the Sault Ste. Marie Municipal Heritage Committee for review and approval.



COUNCIL REPORT

January 20, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Debra Boulet, Acting Housing Programs Manager

DEPARTMENT: Social Services Department

RE: Municipal Capital Facilities Agreement – 433 Franklin Street

PURPOSE

To ensure compliance with Ministry of Municipal Affairs and Housing and DSSAB contractual funding obligations; pass a By-law identifying 433 Franklin Street Seniors Centre as a Housing Project Facility and authorize a property tax reduction to a rate equivalent to, or lower than, the single residential rate retroactive January 1, 2011.

BACKGROUND

The Franklin Street Seniors Centre project received conditional approval for 11 units under the Affordable Housing Program (AHP) Extension (2009), New Rental Housing Component from the Ministry of Municipal Affairs and Housing (MMAH) on April 26, 2010. Funding for the project was conditional on the achievement of specific milestones and the Project Proponent and the DSSMSSAB entering into a Contribution Agreement. The purpose of the agreement was to establish the Proponent's obligations with respect to the Program and the DSSMSSAB's obligation to provide funding to the Proponent in accordance with the DSSMSSAB's agreement with MMAH. Such Agreement was made on May 25, 2010.

The AHP New Rental Housing Component had one requirement which was outside the DSSMSSAB's jurisdiction. The requirement was a property tax reduction at a rate equivalent to, or lower than, the single residential within the municipality where the affordable housing new build occurred. The Housing Project Facility By-law 2009-143, being a by-law to provide for a grant for affordable housing projects that had been classified as municipal capital facilities under section 110 of the Municipal Act, was passed by City Council on July 27, 2009.

On September 6, 2013 it was identified that the single residential property tax rate reduction was not in effect for 433 Franklin Street. To approve the tax reduction, a second By-law specific to 433 Franklin Street needed to be passed authorizing a Municipal Capital Facilities Agreement between the Municipality and the Property Owner. This was not completed.

ANALYSIS

By-law 2009-143 was passed under section 110 of the Municipal Act allowing the City to pay a grant to a housing project that has been designated as a municipal housing project facility; the grant equivalent to be the difference between multi residential and the residential property tax rate. No additional By-law was passed identifying 433 Franklin Street as the property to be assigned the property tax relief.

IMPACT

The financial impact in providing property tax reduction to the Franklin Street Seniors Centre is approximately \$2,000, current levy rates, per year; \$6,000 retroactive. The term of the agreement is from 2011 to 2031.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

It is recommended that the City of Sault Ste. Marie pass a second By-law, naming Franklin Street Seniors Centre as the Housing Project Facility authorizing a property tax reduction to a rate equivalent to, or lower than, the single residential rate for the area retroactively to January 1, 2011.

Respectfully submitted,

Recommended for approval,

Debra Boulet
Acting Housing Programs Manager

Mike Nadeau
Commissioner of Social Services



COUNCIL REPORT

January 20, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Nicholas J. Apostle, Commissioner, Community Services

DEPARTMENT: Community Services Department

RE: Bike Park – Design Services

PURPOSE

The purpose of this report is to recommend that Council authorize the assignment of the design and contract administration of the Bike Park to Kresin Engineering Corporation.

BACKGROUND

In June 2013 Council approved proceeding with this project and provided \$50,000 towards the overall cost of a natural (dirt) bike park. In addition, approval was given to proceed with the design of the park.

In September 2013 Council was updated on the project. The User Group wanted to proceed with the higher end hard-surfaced park at an estimated cost of \$150,000 - \$200,000 with the User Group being responsible for funding the short-fall.

ANALYSIS

Staff has been investigating how to proceed with retaining the appropriate design experts. In addition to meeting with Engineering and Planning Department personnel, staff spoke with professionals in the community (architectural firm, engineering firm).

It was determined that the best approach would be to engage an engineering firm that was capable of providing Civil Engineering services. It is staff's recommendation that Kresin Engineering Corporation be retained to provide the professional services required for this project. In addition to being able to provide Civil Engineering services, Kresin was the engineering firm on the Hub Trail.

This is important because, as Council may recall, the Bike Park will be in very close proximity to the Hub Trail and will be marketed as such.

Professional Services are required to develop a design and subsequently provide a more firm cost estimate as required by funding agencies such as the Ontario Trillium Fund.

IMPACT

The professional fees for the design and cost estimate for the project are anticipated to be in the \$7,500 range. The design of the park would be for either a dirt or hard-surfaced park. The cost estimate will be for a hard-surfaced park only. The amount of work required to be redone if funding is not realized for the hard-surfaced park is minimal and is anticipated at \$1,500 to \$2,000.

This work would be funded from the City's share of the project costs which have already been approved by Council and set aside.

STRATEGIC PLAN

The Bicycle Park is specifically referred to in the Corporate Strategic Plan under Strategic Direction 3: Enhancing Quality of Life, Objective 3A – Recreation/Cultural Infrastructure.

RECOMMENDATION

That the report of the Commissioner of Community Services concerning the Bike Park design services be received and the recommendation that Kresin Engineering Corporation be retained to provide design and contract administration services for the project be approved.

Respectfully submitted,



Nicholas J. Apostle
Commissioner Community Services

jb\council\2014\bike park consultant services jan 20

RECOMMENDED FOR APPROVAL

Joseph M. Fratesi
Chief Administrative Officer

cc: W. Freiburger, Commissioner of Finance & Treasurer



COUNCIL REPORT

January 20, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Nicholas J. Apostle, Commissioner Community Services

DEPARTMENT: Community Services Department

RE: Bellevue Locomotive

PURPOSE

This report is in regards to the Bellevue Park Locomotive and its designation under the Ontario Heritage Act.

BACKGROUND

The Bellevue Park Locomotive was given to the City in 1967 by the Algoma Steel Corporation and was placed at Bellevue Park where it became a popular play apparatus. In June 2006, City Council passed a resolution on the advice of the City Solicitor, and the City's Insurer at the time, that the locomotive no longer be available as a play apparatus for reasons of liability since it did not meet C.S.A. standards for playground equipment and could not be certified as such. The Parks and Recreation Advisory Committee (P.R.A.C.) was asked to report back to City Council on what should be done with the locomotive.

P.R.A.C. referred this matter to the Sault Ste. Marie Municipal Heritage Committee (S.S.M.M.H.C.) as part of their consultations and the S.S.M.M.H.C. advised that the locomotive was of heritage value and should be protected as a historical artifact at Bellevue Park. P.R.A.C. reported to City Council on February 9, 2009 on their recommendations which City Council approved, one of which was to have the locomotive designated under the Ontario Heritage Act. Based on that resolution, on January 24, 2011 the S.S.M.M.H.C. reported to City Council (attached) with a request to designate the locomotive under Part IV of the Ontario Heritage Act. Included in that report was a Designation Report outlining the heritage significance of the locomotive and the reasons why it was worthy of designation. City Council approved the request and subsequent by-law.

A supplementary budget request was submitted as part of the 2011 Budget that identified improvements to the fence and landscaping as well as signage on the historical significance of the locomotive. Subsequent Budget requests for funding have been submitted to address these issues and also the condition of the locomotive. To date funding has not received approval. The condition of the locomotive has declined.

This past summer (2013) the Chief Administrative Officer received concerns on the condition of the locomotive and in order to protect the structural integrity of the locomotive and spruce up its appearance it was repainted by City staff according to the current colours. As a result of the painting the S.S.M.M.H.C. questioned the procedure and during the review of the issue the C.A.O. raised the question as to whether the locomotive should have been designated since it is a moveable chattel and not a permanent fixture on the site.

ANALYSIS

According to Part IV Section 26 (1) of the Ontario Heritage Act property which can be designated by municipalities is defined as “real property including all buildings and structures thereon”.

The City Solicitor was asked to comment on the matter and her correspondence to the S.S.M.M.H.C. is attached. In her opinion the locomotive is a chattel, not real property, and therefore should not have been designated.

The Heritage Outreach Consultant with the Ministry of Culture, Sport and Tourism was asked to comment on the matter. His comments are as follows:

“The Ontario Heritage Act defines property for the purposes of Part IV as “real property and includes all buildings and structures thereon”. This includes anything fixed to the property (“fixture”) but excludes anything portable (“chattel”). Determining whether a physical element is a fixture or a chattel can be complex and often must be determined on a case-by-case basis. Generally, a fixture is something affixed to the property by means other than its own weight, or which cannot be removed without causing damage to the property or building fabric. A chattel is a moveable item of property not permanently attached to land or a building. While both fixtures and chattels may have cultural heritage value or interest, only fixtures are part of property. Therefore, only fixtures may be protected under the Ontario Heritage Act.”

This matter was discussed at the November meeting of the Municipal Heritage Committee and their conclusion was that before they would consider the matter they would like direction from City Council. The main concern of the Committee is that the locomotive is a significant community asset of heritage value and that it should be protected, even if it is not covered by the Ontario Heritage Act.

Based on the aforementioned, it is staff's opinion that the Bellevue Park Locomotive does not qualify as real property and therefore should not have been designated by the City. It is recommended that City Council request the Sault Ste. Marie Municipal Heritage Committee to review the designation of the locomotive with the intent to remove the designation so that ongoing and inexpensive maintenance can be provided as required.

IMPACT

This item has no budget implications.

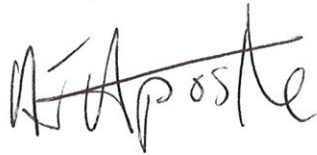
STRATEGIC PLAN

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

RECOMMENDATION

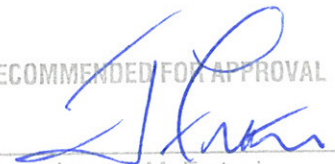
That the report of the Commissioner Community Services be received and that based on the information that the Bellevue Park Locomotive is not a fixture of real property, rather a chattel, that City Council direct the Sault Ste. Marie Municipal Heritage Committee to review the designation of the locomotive and report back to City Council, be approved.

Respectfully submitted,



Nicholas J. Apostle
Commissioner Community Services

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

jb/council/bellevue locomotive january 20

cc: Sault Ste. Marie Municipal Heritage Committee

attachments

Joe Cain

From: Nuala Kenny
Sent: Friday, October 25, 2013 1:05 PM
To: j.fratesi (Internet); Joe Cain
Cc: Bianca Berlingieri; City Councillors; Mayor Amaroso; Malcolm White
Subject: Porter Train Heritage Designation

The CAO has asked me to provide a legal opinion concerning the heritage designation of the locomotive in Bellevue Park. Joe (C.) please forward this email to the members of the MHC.

It seems there was some concern over the City painting the train. The City responded to complaints from the public and members of city council about the appearance of the train. The train was painted and the MHC was dissatisfied insofar as the paint was not sensitive to the heritage designation of the train. It is acknowledged that the locomotive was repainted with the existing paint colours which are not historically accurate.

The locomotive was designated as being of architectural or historic value by by-law in March 2011. Once a property is designated it cannot be altered without the consent of Council.

In this case the owner is the City. Generally the City does not seek permission from itself to take any action. Moreover, there is some concern regarding the validity of the designation at the outset. The Ontario Heritage Act allows for the designation of "real property". It does not apply to chattels or movable objects. Merely because an object is very heavy and difficult to move does not render it a fixture or real property. One must also consider the impact removals will have on the surrounding land. As the train is located on flat park land the impact would be nominal. In sum, I am confident an argument could be advanced that the train is a chattel and ought never to have been designated. The remedy would be to repeal the designation by-law.

Please advise if you require further information.

Nuala M. Kenny
City Solicitor
Corporation of the City of Sault Ste. Marie
www.cityssm.on.ca
www.celebrate100saultstemarie.com
Celebrating 100 years as a city in 2012!
n.kenny@cityssm.on.ca

2011 01 24

Mayor Debbie Amaroso
and Members of City Council

Ontario Heritage Act – Part IV Designation Of The Bellevue Locomotive

The Sault Ste. Marie Municipal Heritage Committee advises City Council as to the cultural heritage value or interest of properties within the Municipality, and recommends that significant properties be designated under Part IV of the Ontario Heritage Act. This affords the property and in particular the designated heritage features special protection under the Act.

In 2009, City Council passed a resolution (attached) in response to a report commissioned from the Parks and Recreation Advisory Committee concerning *"what should be done with the Bellevue Park Locomotive"*. Item 3 of that resolution was approved by City Council stating that *"the Locomotive be designated under Part IV of the Ontario Heritage Act along with the property that immediately surrounds it"*. In 2010, a small section of property immediately surrounding the Locomotive was surveyed and registered on title.

Appended is a designation report prepared by David Ellis and Ted Wall of the Sault Ste. Marie Municipal Heritage Committee with special assistance from Graeme Ellis.

Description Of The Locomotive From The Designation Report

"This train shuttle engine was originally known as Engine #10, built for the Algoma Steel Corporation. This engine was built in 1943, with a configuration of 0-4-0F and a weight of 48,000 lbs, to be used as an on-site shuttle engine at the plant. When it was retired in 1967, it was given to the City of Sault Ste. Marie and has been located in Bellevue Park since that time.

This engine is unique, in that it was custom built for the Algoma Steel Corporation and also was of "fireless" type. This configuration is quite rare and according to the Canadian Railroad Museum, is one of only two in existence in Canada today and considered to be in the best condition (although it has been modified with the controls welded closed).

At this time little is known of the operational history of Locomotive No. 10, although it is believed principally to have switched incoming carloads of coal and delivered finished products to switching yards on the Algoma site. It carried a storage pressure of 150 pounds per square inch and a working pressure of 60 pounds, making it a shuttle engine, of great usefulness in the steel mill.

It currently is displayed on the grounds of Bellevue Park, where it has, up to recently, been used as a playground play structure. As it has been located on the park site for forty years, it has become a community icon, not necessarily for its historic importance, but as a place in the community that generations of children have played."

Statement of Cultural Heritage Value

"This train shuttle engine's cultural value lies as both an example of industrial heritage, as well as, its significance as a cultural icon with community for the last forty years, whilst it was housed in Bellevue Park.

The industrial heritage component is that the engine is an example of the then growing and vibrant steel industry present in the WWII years and beyond to the early sixties. However, technology and cost efficiencies made the technology redundant thereafter.

The engine's cultural heritage also lies in its use as an artifact and play structure in Bellevue Park. Its new use has provided a play area for children and their families for almost half a century. From very wide public support when the engine was declared unsafe and possibly be scrapped, it is evident that it was more than just another piece of playground equipment, but something that the public relates as unique to the area and cherished through many generations.

Additionally, it represents a significant technological advancement used in the steel industry. There are only two remaining engines of this type and from correspondence with the Canadian Railroad Museum; it appears this example is in better condition than the other remaining engine and a necessity to save for its historic nature."

At their December 8, 2010 meeting the Sault Ste. Marie Municipal Heritage Committee passed the following resolution:

Moved by: T. Wall

Seconded by: K. Marshall

"Resolved that the Sault Ste. Marie Municipal Heritage Committee approve the designation report for the Bellevue Locomotive prepared by D. Ellis as amended and further that the Sault Ste. Marie Municipal Heritage Committee recommends to City Council that the Bellevue Locomotive be designated under Part IV of the Ontario Heritage Act both for its cultural and industrial heritage significance to the City of Sault Ste. Marie and further that a report be sent to City Council for their approval."

By designating the locomotive in Bellevue Park the Municipality is taking on the responsibility to conserve the integrity and to tell the story of this unique artefact as a symbol of:

- a period of our industrial history and
- a significant and cherished symbol of our cultural history.

The role of the Municipality is to conserve the artifact, not to return it to either of its previous uses. The Municipality is the owner of the property and the designating body so any decisions regarding alterations or demolition require the consent of current or future Councils. In the future, City Council can repeal the designation bylaw should the Locomotive deteriorate beyond restoration. The Sault Ste. Marie Municipal Heritage Committee exists to advise City Council as to the best way to preserve designated sites.

For City Council's information there has been a Supplementary Request submitted as part of the 2011 budget to make some improvements to the locomotive and its surroundings including sand blasting and painting to period colours, landscaping and decorative fencing, signage to depict the history of the locomotive and to construct a canopy over the Locomotive to shield it from the elements.

Recommendation

It is recommended that City Council approve the designation of the Locomotive at Bellevue Park under Part IV of the Ontario Heritage Act as recommended by the Sault Ste. Marie Municipal Heritage Committee.

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

Roger Kinghorn, Chairperson

[http://b/rec&cull/historic/ssmmhc/designated properties/11/council report Bellevue locomotive](http://b/rec&cull/historic/ssmmhc/designated%20properties/11/council%20report%20Bellevue%20locomotive)

cc: Members of S.S.M.M.H.C.
J. Fratesi
J. Cain
N. Apostle
L. Bottos

attachments



COUNCIL REPORT

January 20, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Nicholas J. Apostle, Commissioner, Community Services

DEPARTMENT: Community Services Department

RE: NORGOMA EXIT STRATEGY

PURPOSE

The purpose of this report is to provide Council with details on various exit strategies to assist in the planning process for the future of the Norgoma.

BACKGROUND

The five-year funding period for the Norgoma ended in 2012.

On January 21, 2013 the St. Mary's River Marine Heritage Centre (SMRMHC) Board of Directors made a presentation to Council requesting continued funding and sharing of resources. The subsequent report from staff of April 8, 2013 as requested by Council, is attached.

Council approved funding the Norgoma for another year and requested that staff provide information on an exit strategy along with estimated costs.

ANALYSIS

The scope of an exit strategy was discussed by staff and determined that due to the complexity of the issue that a third party be commissioned to provide the information. STEM Engineering Group was selected because their firm had a substantial amount of background material on the Roberta Bondar Marina. Listed below are the three exit strategies as detailed in the consultant's report – the full report is attached.

- “* **A. Demolish on-site:** *Estimated Cost >\$500,000.
Completely demolish the Norgoma on-site. This would require
working from the top down and inside out until only the lower hull*

remains. The hull would then need to be lifted out of the water and the final demolition carried out on land adjacent to the marina.

B. Partially demolish on-site, final demolition offsite:

Estimated Cost \$200,000-\$240,000.

Remove the upper portions of Norgoma to lighten the ship enough so dredging would not be required. Once light enough, the marina docks would be removed and the Norgoma would be tugged out of the marina to a ship breaking yard for final demolition.

C. Remove off-site: Estimated Cost \$200,000-\$300,000.

The marina docks would be removed, the marina basin around the stern of the Norgoma would be dredged until the Norgoma was able to be safely removed from the marina. See attached drawing C1.0 which depicts the estimated area requiring dredging. The Norgoma would then be tugged to a ship breaking yard for demolition.

Many factors come into play in making the final selection of a preferred exit strategy. Cost, environmental liability, and expertise in ship demolition are just a few.

Taking all parameters into consideration, should the City decide an exit strategy is required for the Norgoma, it is the recommendation of this report to pursue option C; removal of the Norgoma off-site with total responsibility for demolition conveyed to others. This option is comparable in price to the option with the lowest estimated cost (Option B – partial demolition on-site and final demolition off-site), but has the benefit of least involvement by the City, reduced exposure to environmental liability, partial dredging of the marina for improved operations, and significantly less disturbance to the surrounding site.

A further benefit of Option C is that the City could take this opportunity to dredge the entire marina to desired depths while the docks are temporarily removed.”

IMPACT

The estimated cost to remove the Norgoma is between \$200,000 and \$300,000 which is Option C of the consultant’s report. As noted in the report this option has the benefit of least involvement by the City, reduced exposure to environmental liability, partial dredging of the marina for improved operations, and significantly less disturbance to the surrounding site.

A further benefit of Option C is that the City could take this opportunity to dredge the entire marina to desired depths while the docks are temporarily removed

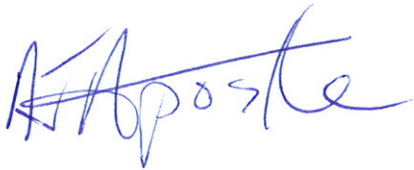
STRATEGIC PLAN

This matter is not specifically identified in the Corporate Strategic Plan

RECOMMENDATION

That the report of the Commissioner of Community Services regarding the Exit Strategy for the M. S. Norgoma be received as information.

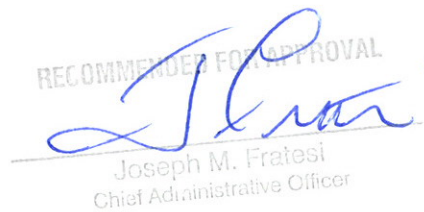
Respectfully submitted,



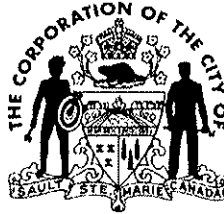
Nicholas J. Apostle
Commissioner Community Services

jb/council/2014/norgoma exit strategy

attachments



RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer



April 8, 2013

Mayor Debbie Amaroso and
Members of City Council

ST. MARY'S RIVER MARINE HERITAGE CENTRE (M.S. NORGOMA)

PURPOSE

This report is in response to the Council resolution dated January 21, 2013:

"Resolved that the presentation of the St. Mary's River Marine Heritage Centre (M.S. Norgoma) be referred to Destiny Sault Ste. Marie, the Economic Development Corporation and appropriate staff for review and report back to Council."

BACKGROUND

A presentation was made to City Council by the SMRMHC Board of Directors on January 21, 2013. In their presentation (attached) the Board specifically requested continued funding and sharing of resources.

The St. Mary's River Marine Heritage Centre (SMRMHC) is a Corporation that was formed to operate the M.S. Norgoma. The SMRMHC has a Board of Directors.

Based upon a January 2007 report to City Council from Destiny SSM (attached), SMRMHC was provided with \$15,000 annually for five (5) years on the understanding that the City would not continue to subsidize the Norgoma beyond 2012.

Clause 4.(9) in the SMRMHC incorporation documents states: "Upon dissolution of the Corporation and after the payment of all debts and liabilities, the Corporation's remaining property shall be disposed of to the Corporation of the City of Sault Ste. Marie."

ANALYSIS

Review of the Destiny SSM Report to Council – 2007

The January 2007 report from Destiny SSM was at the request of the Council at the time. City Council had become discouraged with the appearance of the Norgoma and with it not being open for business in 2005. The referral to Destiny was seen as the last opportunity for the Board of Directors to make the Norgoma a viable tourist attraction on the City's waterfront. The first bullet in Destiny's recommendations states: *"It would be clearly understood by all parties that the Norgoma would not be subsidized by City funding for more than the five(5) years."* The five (5) year funding period concluded in 2012.

Although some of the report's recommendations were achieved and modifications were made to the Norgoma, the important items centering on administrative issues were not implemented or only implemented in a superficial manner. A major concern is that the Board has not reported annually to either Council or City administration as recommended in the report.

Regarding revenue generation items, it was stated at the January 21, 2013 Council meeting by Mr. Jim Waycik, Chair of the SMRMHC that the bed and breakfast idea was one that would not be achievable. Furthermore, the restaurant concept was explored, tried and subsequently discontinued. Therefore the only revenue opportunity left is admission fees. The number of visitations and revenue has been fairly constant over the past five (5) years at approximately 1,500 annually (1,305/\$6,600 in 2012). There is no reason to believe that visitations/revenue will increase. Even when visitation was at the 8,000 level (2002) the revenue generated was only approximately \$9,000 which is similar to present revenue levels, leading one to believe that people are not willing to pay very much for admission to the ship.

Possible Courses of Action

Option One

The SMRMHC operates the Museum Ship Norgoma as a tourist attraction without City funding. Given the recommendation in the 2007 report from Destiny SSM for the City funding to end in 2012, this should have been what the Board of Directors had planned for and expected. Under this option it is recommended that the Board be advised that the ship needs to be maintained to an acceptable aesthetic and operational standard or be turned back to the City.

Option Two

That the SMRMHC operate with City funding and resources. The caution here is that this is the "thin edge of the wedge" with the perceived intent to have the City ultimately take over the operations of the Norgoma. Presently the City does not have any extra staffing resources to be assigned to the Norgoma; an increase in the budget would need to be provided (each summer student is estimated to cost approx.\$8,000 for a 16 week period). It is logical to believe that higher standards would be expected if the City were to operate the ship in areas such as accessibility standards, environmental standards (as reported in the 2001 Feasibility Study and Business Plan there is lead paint and asbestos), maintenance standards, as well as hours of operation.

There has been a great deal of time, money and effort spent over the years on the M.S. Norgoma, and neither the Board nor the City has been able to develop it into a sustainable tourist attraction. It is recommended that further money not be spent on trying to make it into a tourist attraction.

It is important to note that the Community Services Department as well as other City Departments are struggling to find ways to operate/maintain existing programs, facilities and services within existing budgets.

Under either of the above options there is a major concern regarding the depth of the water level of the marina as it relates to the draught of the ship. Presently the water level is at a record low. Currently some of the Great Lakes (Superior not included) are at their lowest level since they have been keeping data. Further drops in the water level could mean that dredging would need to be undertaken to keep the ship upright. This would be a very expensive undertaking.

Should it be decided to continue funding the SMRMHC it is recommended that the City's Financial Assistance Policy requirements be followed including the requirement to submit the required reports for approval by City Council.

Option Three

That the SMRMHC dissolve and, as per the incorporation documents, have the ship re-conveyed back to the City. There is a provision in the incorporation document (Letters Patent) for turning the ship back to the City. The Corporation (SMRMHC Board) would have to dissolve in order for this to occur.

The City could then evaluate options for transferring the ship for alternate purposes.

In addition, reports from the SSM Economic Development Corporation and Destiny Sault Ste. Marie have been submitted and appear elsewhere on Council's agenda.

IMPACT

In accordance with the 2007 report and recommendation from Destiny SSM and Council resolution accepting the report, funding for the M. S. Norgoma has not been included in the 2013 budget. Should Council wish to provide some level of support, a supplementary amount will need to be approved.

STRATEGIC PLAN

This is not identified in the Corporate Strategic Plan.

RECOMMENDATION

That the report of the Commissioner of Community Services dated March 25, 2013 regarding the St. Mary's River Marine Heritage Centre (M.S. Norgoma) be received and that the recommendation (Option 1 of the report) that any further Municipal funding **not** be provided to the Centre be approved.

Nicholas J. Apostle
Commissioner Community Services

jb\council\norgoma april 8 2013

attachments

cc: W. Freiburger, Commissioner of Finance

January 9, 2014

Project No. 13130

City of Sault Ste. Marie
Civic Centre
P.O. Box 580
Sault Ste. Marie, Ontario
P6A 5N1

Attention: Mr. Joe Cain, Manager of Recreation and Culture Division

Subject: Norgoma Exit Strategy

The City has retained STEM Engineering to investigate various exit strategies for the Norgoma Museum Ship, which is currently docked at the Roberta Bondar Marina. These strategies will be used by the City to help guide the future planning process for the ship.

BACKGROUND

Built in 1950, the Norgoma spent 13 years carrying passengers and cargo between Owen Sound and Sault Ste. Marie on a run known as the "turkey trail". Originally built as a steam ship, the 188 foot vessel was later converted to diesel power to run more economically. The Norgoma spent its last years as a ferry running between Manitoulin Island and Owen Sound. In 1975 it was purchased by the City of Sault Ste. Marie for \$1, to be used as a museum ship. In 1981 ownership of the Norgoma was transferred to the St. Mary's River Marine Center; a non-profit corporation formed to oversee the repair and operation of the vessel as an attraction.

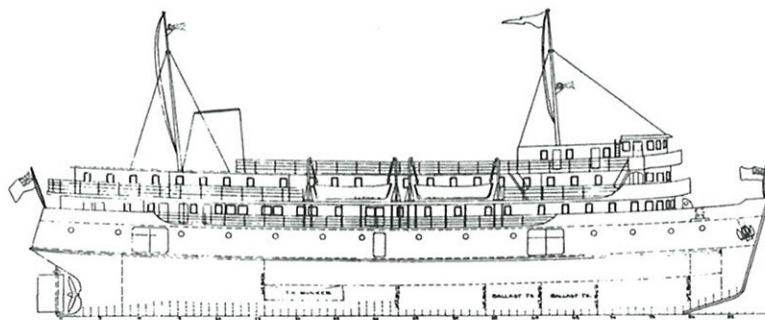


Figure 1:M.S. Norgoma

Specifications

Length	188'
Width	36'
Draft	13'
Displacement	805 Ton
Hull	3/8" Plate
Decks	5

In 2000 an environmental assessment was completed for the Norgoma by Earth Tech to identify and assess potential environmental concerns associated with the ship. In this assessment, three areas of concern were identified: asbestos containing material, potential ozone depleting refrigerants in the galley refrigerator, and lead paint.

INVESTIGATION

STEM contacted relevant parties to investigate potential exit strategy options. These parties included the City of Sault Ste. Marie, the St. Mary's River Marine Centre, various marine companies, a Michigan dive club, relevant government agencies, and various contractors. A walkthrough of the ship was also conducted to collect data and observe the ship first hand.

The base conclusion of this investigation was that the costs associated with decommissioning and removing the Norgoma would considerably exceed its salvage value. A number of factors contribute to these costs, and generally include:

- Disposal of hazardous materials from the ship (asbestos, lead paint and oil)
- An abundance of wood on the upper decks that has no salvage value and must be disposed of.
- Its location in the marina requires either expensive on-site decommissioning or significant costs to remove it from the marina so it could be floated to a ship breaking yard for demolition (i.e. temporary dock removal, associated electrical work, and dredging).
- Due to its construction, and condition, it has little potential for being re-purposed as a barge or other vessel.

EXIT STRATEGY OPTIONS

Through this investigation 3 exit strategy options were determined and evaluated, as follows:

- A. Demolish onsite:** *Estimated Cost >\$500,000*
Completely demolish the Norgoma onsite. This would require working from the top down and inside out until only the lower hull remains. The hull would then need to be lifted out of the water and the final demolition carried out on land adjacent to the marina.
- B. Partially demolish onsite, final demolition offsite:** *Estimated Cost \$200,000-\$240,000*
Remove the upper portions of Norgoma to lighten the ship enough so dredging would not be required. Once light enough, the marina docks would be removed and the Norgoma would be tugged out of the marina to a ship breaking yard for final demolition.
- C. Remove off-site:** *Estimated Cost \$200,000 - \$300,000*
The marina docks would be removed, the marina basin around the stern of the Norgoma would be dredged until the Norgoma was able to be safely removed from the marina. See attached drawing C1.0 which depicts the estimated area requiring dredging. The Norgoma would then be tugged to a ship breaking yard for demolition.

Detailed considerations, costs, and the pros/cons associated with each option were determined and are listed in the attached Table 1.

All costs listed in this report are class D estimates (rough order of magnitude) and are included to give an indication of the costs and to facilitate comparison of the options. If the City decides to move forward with one of the options in the future, a more detailed estimate should be developed at that time.

Another possible option was investigated, but could not be formalized within the time frame of this report. It involved turning over the Norgoma to the Grand Traverse Bay Underwater Preserve (GTBUP) for use as dive site. Initial contacts were made with the past president of the club who expressed interest. However, no firm commitments could be established with the club itself. This option would involve removing the Norgoma from the marina, as described above, after which the ship would be barged to the GTBUP in Michigan where it would be sunk. Depending on the requirements of the GTBUP the ship may need to have all hazardous material removed before the GTBUP would be willing to take ownership of it. More discussions with the GTBUP are required to determine their interest in the project and what level of participation they would have in the removal costs.

RECOMMENDATIONS

Many factors come into play in making the final selection of a preferred exit strategy. Cost, environmental liability, and expertise in ship demolition are just a few.

Taking all parameters into consideration, should the City decide an exit strategy is required for the Norgoma, it is the recommendation of this report to pursue option C; removal of the Norgoma off-site with total responsibility for demolition conveyed to others. This option is comparable in price to the option with the lowest estimated cost (Option B - partial demolition on-site and final demolition off-site), but has the benefit of least involvement by the City, reduced exposure to environmental liability, partial dredging of the marina for improved operations, and significantly less disturbance to the surrounding site.

A further benefit of Option C is that the City could take this opportunity to dredge the entire marina to desired depths while the docks are temporarily removed.

Respectfully Submitted,



Nathan Lambert, P.Eng.
STEM Engineering Group



Randy Beltramin, P.Eng.
STEM Engineering Group



TABLE 1: EXIT STRATEGY OPTIONS

OPTIONS	CONSIDERATIONS	SCOPE OF WORK & ESTIMATED COSTS*	PROS & CONS
A) Demolish Onsite	- Approval¹ - Can only demolish boat down to hull while it is in water, and then it will need to be removed - Complicated crane lift requiring engineering & large crane(s) - The Roberta Bondar Marina and area would be affected due to the large construction site - Environmental risks such as oil, asbestos & lead paint would have to be dealt with during demolition	Onsite Demolition of Norgoma - Demolition - Asbestos Removal - Crane Lift - Landfill Fees From Demolition⁵ - Professional Fees @ 10% - Scrap Recovery Value - Site Restoration Total Estimated Cost >520K 80K 10K 250K 15K 50K -120K 50K	Pros - No removal from marina required² - No dredging required³ Cons - Environmental Liability - High Cost - Large impact on site - Demolished in public location
B) Partially Demolish Onsite, Final Demolition Offsite	- Approval¹ - The Roberta Bondar Marina and area would be affected due to the construction site - Environmental risks such as oil, asbestos & lead paint would have to be dealt with during demolition - Removal² - Towing⁴ - Demolition could be done on American side (MCM Marine/Reid's Metals) or Canadian side (Purvis)	Onsite Demolition of Upper Structure - Demolition - Asbestos Removal - Landfill Fees From Demolition⁵ Remove Norgoma from Marina - Remove docks - Tug boat(s) - Professional Fees @ 10% Cost to Demolish - Demolition (inc. landfill fees⁵) - Scrap Recovery Value Total Estimated Cost 155K-195K 55K-125K 35K 13K 27K 10K 7K 18K 0 175K 100K	Pros - No dredging required³ - No large lift required Cons - Environmental Liability - Large impact on site - Demolished in public location
C) Remove Offsite	- Approval¹ - Removal² - Dredging³ - Towing⁴ - Demolition could be done on American side (MCM Marine/Reid's Metals) or Canadian side (Purvis)	Remove Norgoma from Marina - Remove Docks - Dredging - Landfill fees from dredging⁵ - Environmental testing & monitoring - Tug boat(s) - Professional Fees @ 10% Cost to Other party for Demolition - Demolition (inc. landfill fees⁵) - Scrap Recovery Value Total Estimated Cost 200K-240K 100K-150K 20K 35K-55K 30K-35K 3K 7K 10K 90K-140K 30K-350K -120K	Pros - Ship removed from city responsibility - Less impact on site - No public demolition - Dredging may be beneficial to marina operation - Entire marina could be dredged when docks removed Cons - Dredging is expensive

*Costs are class D estimates (rough order of magnitude)

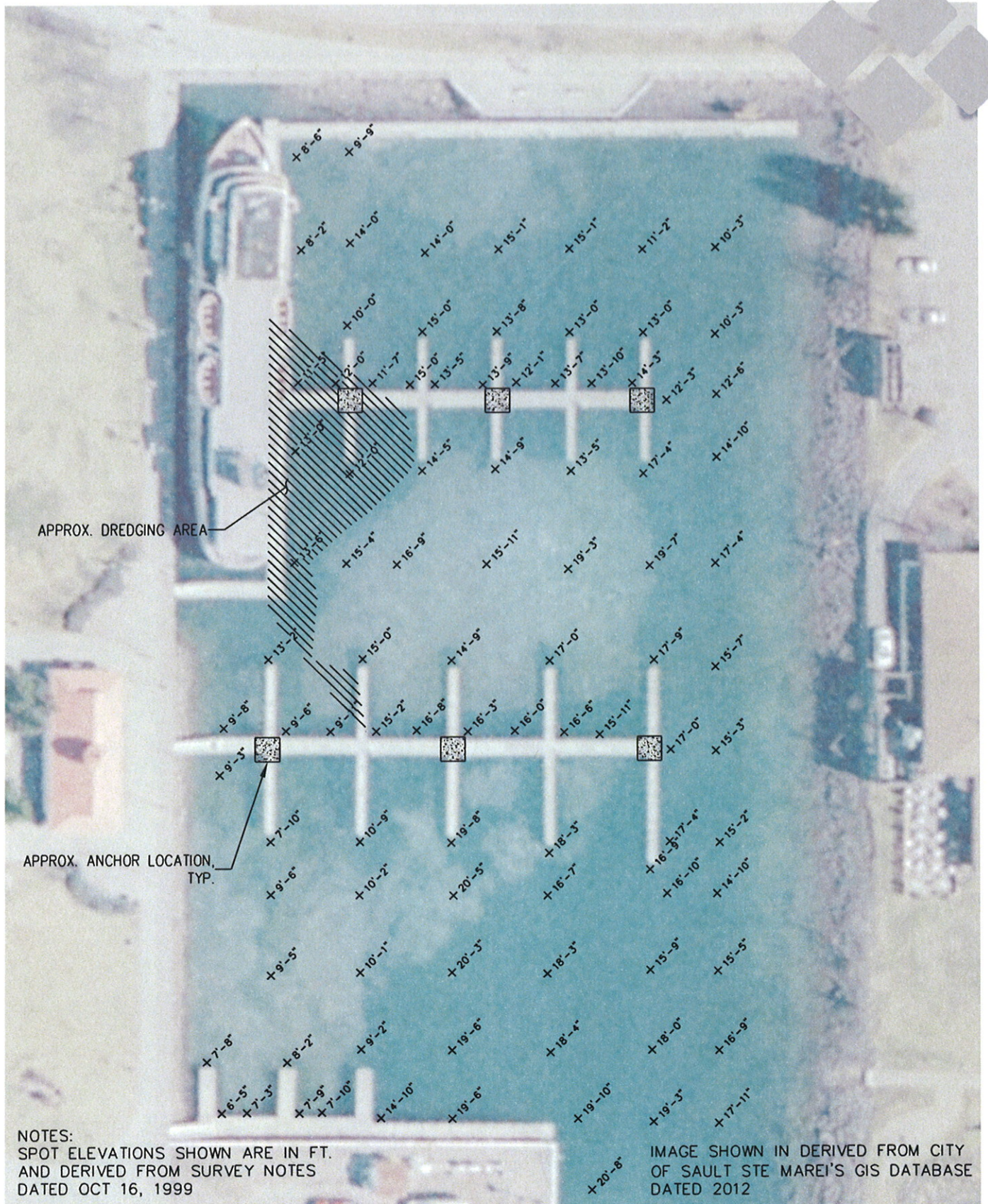
1) Approval is required from Conservation Authority and other Ministries

2) Removing the Norgoma from the Marina requires removing some docks (electrical, plumbing, diving) and anchor(s), and the use of a tug to pull it out. Afterwards the anchor(s) and docks must be re-installed.

3) Dredging requires proper approvals, environmental testing & monitoring, a silt screen, and disposal of dredged material in the landfill.

4) Moving the vessel requires proper paperwork/approvals for Transport Canada &/Or U.S. Coast Guard

5) Landfill fees can be recouped by the city.



Rachel Tyczinski

From: Malcolm White
Sent: Monday, January 20, 2014 12:25 PM
To: Rachel Tyczinski
Subject: FW: Please forward the following to Malcolm and ask him to forward to council via e-mailand/or to have hard copies available
Attachments: Norgoma Historic Sites and Monument Board of Canada.tif

From: Bryan.Hayes.C1A@parl.gc.ca [mailto:Bryan.Hayes.C1A@parl.gc.ca]
Sent: Monday, January 20, 2014 12:25 PM
To: Malcolm White
Subject: FW: Please forward the following to Malcolm and ask him to forward to council via e-mailand/or to have hard copies available

Hi Malcolm,
Please see below from Bryan as well at the attached documents.
Thank you!

Sherry Frechette
Assistant-Bryan Hayes, MP

Subject: Please forward the following to Malcolm and ask him to forward to council via e-mailand/or to have hard copies available

Dear council,

I just became aware that city staff have presented 3 options for your consideration tonight, all specific to an exit strategy for the Norgoma. The purpose of this e-mail is not to influence your decision in any way, but simply to refresh your memory in terms of the plaque that was unveiled on the waterfront on September of 2011. Please find attached a copy of the speech that was presented at that time, as well as the exact wording of the plaque and picture of the Norgoma that was included in the brochure printed at that time by the Federal government. I can say with all honesty that since I became your Member of Parliament, I do not recall having been approached formally for any funding specific to the Norgoma and am not immediately aware of whether funds might be available. If a formal request were made, I would certainly explore options. That is obviously your choice to determine whether a request should be made, as there are no guarantees of funding. That being said, considering the Federal Government under Parks Canada does have a stake in this in consideration of the plaque that was dedicated, perhaps it would be appropriate to at least advise the Federal Government of your intent in the event there are any implications from the Federal perspective.

Thank you,

Bryan Hayes, MP
Constituency Office
369 Queen St., East, Suite 100
Sault Ste Marie, ON P6A 1Z4
705-941-2900

SAULT STE. MARIE, ONTARIO

SEPTEMBER 16, 2011

CHECK AGAINST DELIVERY Special guests,

Ladies and Gentlemen, Bonjour.

Thank you Dr. Alway, for that kind introduction, and thanks to all of you for making it here this afternoon. It gives me great pleasure to be with you in beautiful Sault Ste. Marie, Ontario.

First, I would like to convey the congratulations and very best wishes of Environment Minister and Minister responsible for Parks Canada, the Honourable Peter Kent.

Minister Kent asked me to pass on his regards and tell you just how proud he is to contribute to fulfilling the Parks Canada mandate and its role as protector of invaluable heritage.

Today, I am delighted to welcome an important part of this area's heritage to Canada's family of places, persons and events of national historical significance. The Government of

Canada is committed to honouring and appreciating our heritage. The use of passenger and packet freighters on the Upper Great Lakes contributed to the settlement and development of Northern Ontario, and to our great country.

On behalf of the Government of Canada, I am very proud to present this Historic Sites and Monuments Board of Canada plaque, which we will unveil shortly, as a symbol of recognition and celebration of the importance of passenger and packet freighters to the settlement and economic development of coastal communities along the Upper Great Lakes.

The Museum Ship *Norgoma*, “Nor”, for North, and “Goma”, for Ontario’s Algoma District, is permanently berthed here on the St. Mary’s River in Sault Ste. Marie. During the late 19th century, passenger and packet freighters like the *Norgoma* were virtually the only source of transportation for small outposts and the region’s earliest non-Aboriginal settlements. The freighters were instrumental in the construction of the Canadian Pacific Railway, delivering labourers and supplies to build the railway. Passenger and packet freighters

continued to offer an easier and more affordable mode of transportation for both people and supplies until after the Second World War.

The *Norgoma* was the last vessel built for the Upper Great Lakes passenger and packet service and could accommodate 100 passengers. It was one of the last vessels to provide such service in the region.

The type of delivery service provided by passenger and packet freighters like the *Norgoma* resulted in the production of a distinctive marine vessel specially suited for numerous small ports. Construction of vessels destined for service on the Upper Great Lakes contributed to the development of shipbuilding industries. Today, the *Norgoma* continues to contribute to tourism development as an attraction on the Sault Ste. Marie waterfront.

By recognizing the national historic significance of events such as the use of passenger and packet freighters on the Upper Great Lakes, our government pays tribute to outstanding moments in Canadian history that helped shape our great country. This official recognition will help ensure that

future generations of Canadians, as well as visitors to our country, are aware of the role these vessels played in the settlement and development of our nation. This plaque will remind visitors and passers-by of the very real importance of this type of ship to the Upper Great Lakes, an importance that resonates throughout Canada.

I want to thank Parks Canada and the members of the Historic Sites and Monuments Board of Canada for their hard work, which led to this designation.

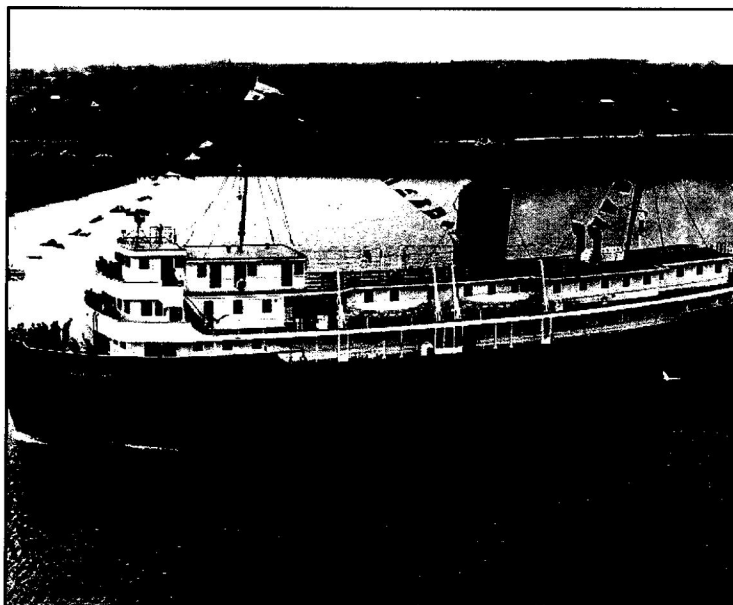
This kind of accomplishment makes me very proud and proud to be part of this Government, under the leadership of Stephen Harper, a Government that understands and appreciates the importance of properly commemorating our history so that current and future generations of Canadians can enjoy it.

Thank you. **Je vous remercie.**

Plaque Text

Until the mid-20th century, passenger and packet freighters were the most efficient means for transporting goods and people to and from isolated communities of the Upper Great Lakes. Essential to early regional development and instrumental in the construction of the Canadian Pacific Railway, these vessels became

key components of Canada's transcontinental transportation system. Over time, the construction and refitting of "packets" destined for service on the Upper Great Lakes, such as the MS Norgoma, contributed to the development of a shipbuilding industry in the region, particularly at Georgian Bay.



Norgoma, circa 1950



COUNCIL REPORT

January 20, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Joseph J. Cain, Manager Recreation & Culture

DEPARTMENT: Community Services Department

RE: STEELTON SENIORS CENTRE – CANOPY ROOF AND ROOF ON THE EAST WING

PURPOSE

To advise Council on the condition of the canopy roof and canopy structures which cover the exterior and interior entrance areas of the Steelton Seniors Citizens Centre at 235 Wellington Street West. In addition the report addresses the main roof of the east wing of the building.

BACKGROUND

The Steelton Senior Citizens Centre is a complex of two buildings which are joined by a vestibule. The west building is the former Steelton Library and has a peaked roof. The east building was built in the early 1960's and has a flat roof. At the time it was joined to the Library by a vestibule which also has a flat roof and extends to the exterior on both the north and south sides to form an entrance canopy. For several years the interior entrance vestibule and the exterior canopy of the facility have had a persistent problem with a leaking roof. The canopy roof has been patched numerous times over the years. The roof of the east wing of the complex has also been leaking and has had to be patched numerous times over the past several years. Both roofs are well past their normal life expectancy.

Staff determined that a company, capable of providing an independent analysis on the roofs, needed to be engaged to perform an inspection of the roofs and provide a report. In January of 2013 Garland Inc. was contracted to do an inspection of the roofs and provide a report.

It was also determined that a structural review of the canopy roof support system should be undertaken to determine if the extensive leaking had caused damage to the wood frame and roof decking. STEM Engineering was contracted in the fall of 2013 to conduct the structural review.

ANALYSIS

A copy of the inspection reports are not included as part of this report due to their size. A copy (electronic or hard copy) can be obtained from the Community Services Department office. The Inspection Report by Garland Inc. states that “overall the inspection found the canopy roof to be in a failed state and the existing PVC membrane has run the course of its serviceable life and needs to be replaced”. The recommendation is that it be replaced as soon as possible. The cost estimate to replace the canopy roof is \$28,000.

The inspection of the east wing roof, referred to in the report as the upper roof, indicates that overall it is in generally poor condition and should be replaced by 2015. The cost estimate to replace this section of roof is \$56,000.

The STEM Engineering report on the structural integrity of the canopy roof support system indicates that the roof deck and wood frame is in varied degrees of deterioration due to water leakage over a long period of time. The south exterior canopy is in the worst condition with 50% of the roof deck being saturated with water or rotten. Some support joists are rotten and the steel framing contains surface rust from the high moisture penetration. Similar conditions exist on the north exterior canopy but the roof deck is showing less decay. The roof support system over the interior entrance of the building, although showing the signs of water stains on the wood frame, is not showing any signs of rot.

The solution being proposed is to:

- Remove the roof and the roof decking to conduct a structural assessment from the top of the structure;
- Reinforce/replace the specific joists which contain rot;
- Clean the steel members and coat with protective paint;
- Replace the roof decking.

The estimated cost to do this work is \$15,000. STEM states that the canopy does not require any stabilizing prior to repairs being done.

It is recommended that both the canopy roof and the west wing roof replacements be done, if possible at the same time as one project which will save money, rather than having the projects done separately. As well, the repairs to the structural support system for the canopy roof will also need to be performed at the same time. City forces will be used where possible to do the

repairs to the canopy structure. A roofing engineer will be contracted, as required, to draw up the specifications and drawings for the replacement roofs and to perform necessary inspections. The estimated cost to replace the roofs and do the canopy structural repairs is \$99,000. It is recommended that a 15% contingency be added for unforeseen costs, inflation and engineering services as required, which brings the estimated cost to \$113,850.

IMPACT

This project has been included in the 2014 budget as a capital from current request. Due to the deteriorated condition of the canopy structure and roof, it is recommended for immediate replacement in the spring of 2014.

STRATEGIC PLAN

This item is not included in the Corporate Strategic Plan.

RECOMMENDATION

That the report of the Manager, Recreation and Culture on the condition of the flat roofs and the canopy structure at the Steelton Seniors Centre at 235 Wellington Street West be received as information and that the estimated cost to replace the roofs and repair the canopy structure of \$113,850 be referred to the 2014 budget.

Respectfully submitted,



Joseph J. Cain
Manager Recreation & Culture

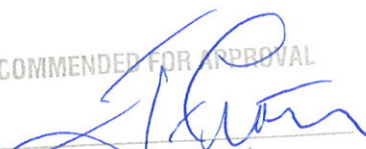
Recommended for approval,



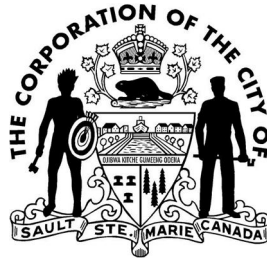
Nicholas J. Apostle
Commissioner Community Services

jb/council/2014/steelton seniors centre canopy roof

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer



COUNCIL REPORT

2014 01 20

Mayor Debbie Amaroso and Members of City Council

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

DEPARTMENT: Engineering and Planning Department

RE: ELEMENTA WASTE SUPPLY AND REFORMATION SECOND AMENDING AGREEMENT AND LEASE EXTENSION

PURPOSE

The purpose of the report is to advise Council of a request from Elementa Group Inc. for a Waste Supply and Reformation Second Amending Agreement, and a Lease Extension for the sole purpose of facilitating equipment storage at the energy from waste (EFW) pilot plant site located at the landfill.

BACKGROUND

The following information summarizes the approval dates for the Waste Supply and Reformation Agreement and the original Lease and Lease Extensions for the pilot plant site:

(a) Waste Supply and Reformation Agreement

- On October 26, 2009, Council approved a Waste Supply and Reformation Agreement with Elementa Group Inc.;
- On July 15, 2013, Council approved an Amending Agreement to modify dates, the CPI adjustment clause, and the clause related to the tipping fee for residue waste.

(b) Lease for Pilot Plant Site

- On March 6, 2006, City Council approved a Lease between the City and Enquest Power Corporation Inc. (now Elementa) for the pilot plant site, under By-law 2006-48;

- On February 12, 2007, City Council passed a resolution which extended the term of the Lease for a period of 365 days from the commencement date of operation as defined in the Certificate of Approval of the Ministry of the Environment;
- On February 9, 2009, City Council authorized a Lease Extension Agreement and passed a resolution, extending the Lease for a term of six months beyond the allowable operating period of the Certificate of Approval, and further authorizing a 30 day grace period;
- On February 22, 2010, Council approved a Lease Extension Agreement under By-law 2010-37, in accordance with the resolution of February 9, 2009;
- On October 24th, 2011, Council passed a Resolution approving an extension of the lease for a fourteen month period, from February 22, 2012, to April 22, 2013, and;
- On April 22, 2013, Council passed a Resolution and approved a lease extension until October 21, 2013.

Elementa has continued negotiations with the Ontario Power Authority for an Energy from Waste Contract, which was executed and delivered on December 18, 2013 (the "OPA Agreement"). In order to align the OPA Agreement with the Waste Supply Agreement, further amendments have been requested.

Currently, Elementa is working with Battelle to finalize a Strategic Alliance (Memorandum of Understanding) Agreement. The intent of the two companies is to relocate the pilot plant equipment to West Jefferson, Ohio, and to work together in relation to the proposed commercial plant in Sault Ste. Marie. In order to facilitate these negotiations and relocation of the equipment, a further lease extension has been requested to April 1, 2014.

ANALYSIS

Elementa Group Inc. has requested that the City move ahead with an additional amendment to the Waste Supply and Reformation Agreement to align the Agreement with the OPA Agreement, and an amendment to the Lease at the landfill. A summary of the proposed changes are as follows:

1. Waste Supply and Reformation Agreement

a. Commencement Date for Waste Supply

The commencement date for waste supply shall be changed from January 1, 2016 to July 1, 2016.

b. Construction of Elementa Facility

The current agreement states that facility construction shall commence in the spring of 2014 and no later than September 1, 2014. The proposed change states that construction shall commence in the fall of 2014 and no later than March 1, 2015.

c. First Full Year of Production

The required date of completion of the first full year of production shall be changed from December 31, 2017, to July 31, 2018.

2. Lease Agreement

Elementa Group Inc. has remained at the site since October 21 at the consent of the City while their negotiations ensued. We are now in receipt of information related to Battelle and the OPA that support the request for the extension. It is recommended that any proposed extension to the Lease Agreement from October 21, 2013 to April 1, 2014 be subject to the following conditions:

- Elementa Group Inc. agrees that there will be no requests for future expansion of the pilot plant, or development of a smaller scale commercial facility at the landfill;
- Elementa Group Inc. agrees to remove the equipment in accordance with the terms of the original Lease by April 1, 2014;
- Elementa Group Inc. ensures that the building and its contents remain insured, and that the building is regularly inspected;
- Elementa Group Inc. ensures that either the building remains heated, or that the building services are properly winterized, as may be required;
- Elementa Group Inc. remains responsible for all utility bills up to the Lease expiry date, or until such time as the building is officially transferred back to the City subsequent to the removal of the existing equipment, and;
- Elementa Group Inc. facilitates a final walk-through with City staff prior of transfer of the building.

IMPACT

The impact to the budget is a six month delay in expenditure of tipping fees to Elementa. The City will continue to landfill until such time as waste is diverted to the Elementa facility.

STRATEGIC PLAN

The Elementa Group Inc. Waste Supply and Reformation Amending Agreement is not linked to the Strategic Plan.

RECOMMENDATION

It is recommended that the report of Land Development and Environmental Engineer concerning the Elementa Waste Supply and Reformation Agreement and Lease Extension be received, and the request for a Lease extension for the period October 21, 2013 to April 1, 2014 be approved, subject to the conditions stated in the report.

By-law 2014-28 authorizing execution of the Waste Supply and Reformation Second Amending Agreement has been placed on the Agenda for your consideration.

Also appearing elsewhere on the Agenda is a report to Council from the City Legal Department regarding amendments to the Elementa Group Inc. Property Purchase Agreement, relating to the proposed waste to energy site.

Respectfully submitted,



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

Recommended for approval,

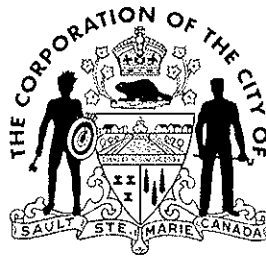


Jerry Dolcetti, RPP
Commissioner
Engineering and Planning
Department

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer



COUNCIL REPORT

2014 01 20

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor

DEPARTMENT: Legal Department

RE: Elementa Group Inc. Purchase of City Owned Property – Extension Agreement

PURPOSE

The purpose of this report is to seek Council's approval of an Extension Agreement, which effectively serves to extend the closing date for the sale of Part of 903 Base Line from the City to Elementa Group Inc. to July 22, 2014.

BACKGROUND

On July 15, 2013, City Council passed By-law 2013-139. The by-law authorized the conveyance of 15.3 acres at the southeast corner of Base Line and Leigh's Bay Road (Part of civic 903 Base Line) to Elementa Group Inc. or such other person or companies as directed by them. The Agreement of Purchase and Sale dated July 15, 2013 between the City and Elementa Group Inc. is attached as Schedule "B" to By-law 2013-139. The closing date for the land transfer is:

- (a) the date which is 15 days after Elementa Group Inc. gives notice to the City that it has satisfied or waived all of Elementa Group Inc.'s conditions; and
- (b) January 22, 2014.

As directed by Elementa Group Inc., Elementa Algoma LP has executed and delivered an energy from waste contract dated December 18, 2013 (the "EFW Contract") with the Ontario Power Authority ("OPA"). Elementa Group Inc. further advises that it is working with Battelle Memorial Institute to finalize a Strategic Alliance (Memorandum of Understanding). Elementa reports that it requires an extension of the time related requirements in the three agreements it has with the City to align them with the time requirements in the EFW Contract with the OPA.

ANALYSIS

The Report to Council from the City Engineering and Planning Department appearing elsewhere on your agenda explains the amendments required by Elementa Group Inc. with respect to the Waste Supply and Reformation Agreement and the Lease Agreement for the Pilot Plant Site.

Regarding the Agreement of Purchase and Sale, it has and continues to be understood that the purchase of the City property should not proceed if the Energy from Waste Project cannot proceed. The Extension Agreement extends the closing date for the land transfer to July 22, 2014, thereby facilitating the time required for Elementa Group Inc. to complete its financing and other negotiations and is therefore recommended.

IMPACT

There continues to be a positive financial impact to the City from the sale of this land.

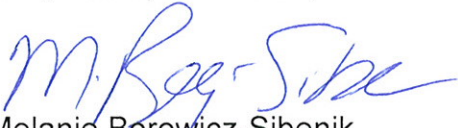
STRATEGIC PLAN

The sale to Elementa Group Inc. is consistent with the corporate value of environmental stewardship and fiscal responsibility.

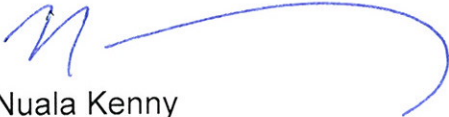
RECOMMENDATION

By-law 2014-29 is located elsewhere on your agenda and is recommended for approval if Elementa has the necessary approvals to proceed with the Energy from Waste Project simultaneously. The by-law authorizes the Extension Agreement which amends specific sections of the Agreement of Purchase and Sale dated July 15, 2013 and attached as Schedule "B" to By-law 2013-139, to facilitate the extension of the land transfer closing date for Part of 903 Base Line from the City to Elementa Group Inc. to July 22, 2014.

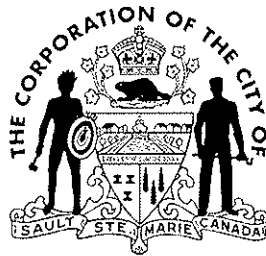
Respectfully submitted,


Melanie Borowicz-Sibenik
Assistant City Solicitor

Recommended for approval,


Nuala Kenny
City Solicitor

MBS/da



COUNCIL REPORT

2014 01 20

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor

DEPARTMENT: Legal Department

RE: Elementa Group Inc. Assignment and Novation Agreement

PURPOSE

The purpose of this report is to seek Council's approval of an Assignment and Novation Agreement between Elementa Group Inc., as Assignor, Elementa Algoma LP, as Assignee, and The Corporation of the City of Sault Ste. Marie ("Assignment Agreement"), wherein the City effectively consents to the assignment and novation of two agreements, namely:

- (a) the Waste Supply and Reformation Agreement dated October 26, 2009 between Elementa Group Inc. and the City, as amended by the Waste Supply and Reformation Amending Agreement dated July 15, 2013 and the Waste Supply and Reformation Second Amending Agreement dated January 20, 2014, the latter of which is also before Council tonight (the "Waste Supply Agreement"); and
- (b) the Agreement of Purchase and Sale dated July 15, 2013 between Elementa Group Inc. and the City in respect of part of 903 Base Line, Sault Ste. Marie, Ontario, as amended by the Extension Agreement dated January 20, 2014, the latter of which is also before Council this evening (the "Land Transfer Agreement").

BACKGROUND

The City and Elementa Group Inc. are presently parties to the above referenced Waste Supply Agreement and Land Transfer Agreement. Section 21.19 of the Waste Supply Agreement permits Elementa Group Inc. to assign the Waste

Supply Agreement to any of its related or affiliated entities upon providing the City with thirty days' notice of its intention to do same. The Land Transfer Agreement can also be amended on the consent of the parties and pursuant to section 22 of the Land Transfer Agreement, all assigns of the undersigned are bound by the terms of same.

Elementa Group Inc. has exercised its rights under the Waste Supply Agreement and has given the City notice of its intention to assign the said Agreement to Elementa Algoma LP, a Limited Partnership. Elementa Group Inc. has advised that Elementa Algoma LP has been established as the entity which will be the holder of the assets and the project itself. Elementa Algoma LP is the entity that has entered into the Energy from Waste Contract dated December 18, 2013 (the "EFW Contract") with the Ontario Power Authority (the "OPA").

Elementa has therefore requested the City's consent to the requested assignment and novation of both the Waste Supply Agreement and the Land Purchase Agreement to Elementa Algoma LP in order to align same with the EFW Contract with the OPA.

ANALYSIS

Pursuant to Section 21.19 of the Waste Supply Agreement, Elementa Group Inc. is entitled to the requested assignment. Elementa Group Inc. has nevertheless requested the City's consent to the assignment and novation and has also requested the assignment and novation of the Land Transfer Agreement. Given that Elementa Algoma LP is to be the holder of the Elementa Algoma energy from waste project assets, including contracts, and is the party to the EFW Contract with the OPA, the Assignment is recommended. The Waste Supply Agreement and Land Transfer Agreement should parallel the EFW Contract with the OPA and the Assignment Agreement achieves this desired result.

IMPACT

The Assignment Agreement ensures that Elementa Algoma LP will be bound by the terms and conditions of both the Waste Supply Agreement and the Land Transfer Agreement.

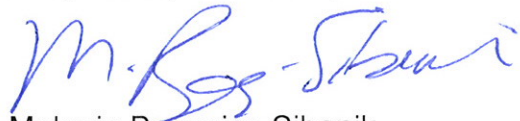
STRATEGIC PLAN

The City's consent to Assignment Agreement facilitates the OPA Power Purchase Agreement for Elementa and is therefore consistent with the corporate value of environmental stewardship and fiscal responsibility.

RECOMMENDATION

By-law 2014-31 is located elsewhere on your agenda and authorizes the Assignment Agreement between the City, Elementa Group Inc. and Elementa Algoma LP, and is recommended for approval.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor

Recommended for approval,



Nuala Kenny
City Solicitor

MBS/da

PR1.31 LEGAL\STAFF\COUNCIL REPORTS\2014\ELEMENTA EXTENSION AGREEMENT 903 BASE LINE.DOCX



COUNCIL REPORT

2014 01 20

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Don Elliott, P. Eng., Director of Engineering Services

DEPARTMENT: Engineering and Planning Department

RE: Single Lane Bridge Rehabilitation – Four Shared Bridges with Prince Consulting Engineering Agreement

PURPOSE

The purpose of this report is to update Council on the status of the reconstruction of four single lane bridges shared with the Township of Prince, and award the design and contract administration work to a consulting engineer.

BACKGROUND

Council is aware the City shares four 90-year-old single lane bridges equally with the Township of Prince. Bridge numbers 12 and 13 are located on Town Line Road north of Base Line and are currently posted with load restrictions due to their inability to carry highway design loads. Bridges 14 and 15, located on Base Line received temporary steel overlays in 2007 so that the load restrictions could be removed. A joint funding application was submitted to the Provincial Municipal Infrastructure Investment Initiative (MIII).

The project was recently approved for a total of \$3,492,000 in funding. The remaining \$388,000 is to be split equally between the City and Prince, for an amount of \$194,000 each.

In 2012, the City and Prince jointly entered into an engineering agreement with Tulloch Engineering for the Environmental Assessment, geotechnical investigation and pre-design work. That work is complete, and the environmental assessment has been finalized with no complications.

ANALYSIS

It is appropriate for the City to take the lead for processing the grant money to the contractor and consultant. An agreement between the City and the Province would be most suitable as opposed to a tripartite agreement including Prince, where grant money would flow through both municipalities. A separate

agreement will be required between the City and Prince to account for Prince's payment of its share to the City. This agreement is required by the Province. Staff is working with the Province and Prince to prepare these agreements, and Council will see them at an upcoming meeting.

In order to ensure grant flow milestones are met, and the contractor can construct any in-water work within permitted work windows, it is necessary to complete design within the next two months. In accordance with our policy of awarding consulting engineering work, it is appropriate to retain the services of Tulloch Engineering at this time. This firm has performed our biennial bridge inspections, and completed all pre-design and the EA work for these bridges.

IMPACT

The fee estimate by the consultant is \$321,000, which is included in the \$3.88M estimated project budget. This fee will be 90% funded by the Province. The City estimated share of \$194,000 will come from the 2014 the capital construction budget.

STRATEGIC PLAN

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

RECOMMENDATION

It is recommended that the City retain the services of Tulloch Engineering for design and contract administration for the reconstruction of bridges 12, 13, 14 and 15 on Base Line and Town Line Road, for an estimated fee of \$321,000 with funds from the 2014 capital budget, Prince Township and the Mill grant. By-Law 2014-16 can be found elsewhere on this evening's Agenda.

Respectfully submitted,



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

Recommended for approval,



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

DE/bb

c: Peggy Greco, CAO/Clerk-Treasurer, Township of Prince

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer



COUNCIL REPORT

2014 01 20

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Don Elliott, P. Eng., Director of Engineering Services

DEPARTMENT: Engineering and Planning Department

**RE: Second Line Widening – Phase II
Consulting Engineering Agreement**

PURPOSE

The purpose of this report is to obtain Council approval to enter into an engineering agreement for the design and contract administration work for the second phase of the widening of Second Line East.

BACKGROUND

At the 2013 10 21 meeting, Council approved that staff make application to the Municipal Infrastructure Investment Initiative fund (MIII) for the second phase of the Second Line East widening. Council is aware that this is a former Connecting Link and efforts are ongoing by the City to have the Province reinstate some form of funding. This is an opportunity for interim funding.

The application process is twofold; an Expression of Interest (EOI) and if approved, a full application. An EOI was submitted on November 1, 2013 and staff is pleased to advise Council that the EOI was approved in December. We have since submitted our full application for funding.

ANALYSIS

If our application is approved, the announcement will not be made until sometime in February. There is insufficient time to complete design, obtain approvals, tender and construct the project if we retain a consulting engineer after the announcement, so it is necessary to get the design process underway now. If the funding is not approved, the design work can be shelved until the project is fully funded. In accordance with policy for retaining consulting engineers, it is recommended that Kresin Engineering Corporation be retained to complete design and contract administration for this project. This firm has completed the environmental assessment and pre-design for all three phases of the widening,

as well as design and contract administration of the first phase between Old Garden River Road and Pine Street.

IMPACT

The fee estimate to complete the engineering work is \$312,500. The project is estimated to cost \$3.7M. A successful MIII application would cover \$2M of the cost. The remainder would come from the unused connecting link allowances in the 2013 and 2014 capital budgets, and the sewer surcharge budget.

STRATEGIC PLAN

Reconstruction and widening of Second Line is linked to the Transportation Network Improvements objective under the Developing Solid Infrastructure strategic direction.

RECOMMENDATION

It is recommended that the City retain the services of Kresin Engineering Corporation for design and contract administration for the reconstruction and widening of the Second Phase of Second Line East from Pine Street to a point approximately 530 meters east of Pine. By-Law 2014-22 can be found elsewhere on this evening's Agenda.

Respectfully submitted,



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

DE/al

Recommended for approval,

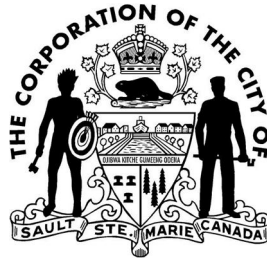


Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer



COUNCIL REPORT

2014 01 20

Mayor Debbie Amaroso and Members of City Council

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

DEPARTMENT: Engineering and Planning Department

RE: Stormwater Policy and Inflow Infiltration Study

PURPOSE

The purpose of the report is to present information regarding the September 9, and 10, 2013 storm event as it relates to the Intensity Duration Frequency (IDF) curves utilized for storm design, and to request approval of an infiltration and inflow monitoring project.

BACKGROUND

Rainfall data for the City of Sault Ste. Marie is obtained from the official Environment Canada (EC) rain gauge located at the airport. During the September storm event the data retrieved from the EC gauge did not appear to capture the rain event experienced within the City. Unofficial data was obtained from a rain gauge located on Third Line, which more closely represented the event. A review was carried out to confirm whether the unofficial data obtained from the Third Line rain gauge should be included in the Intensity Duration Frequency (IDF) curves as presented in Figure 5.1 in the Draft Stormwater Management Policy.

ANALYSIS

Intensity Duration Frequency Curves

The City contacted Philip Jarrett who is the Head of the Engineering Climatic Services Unit, at Environment Canada for comment in relation to the IDF data. Mr. Jarrett has significant experience as follows:

- His unit is responsible for IDF curves and the climatic design data found in the National Building Code of Canada and various CSA standards for tower and antenna design, wind turbines, overhead systems, and transmission lines to name a few.

- He has worked as a meteorologist with the Meteorological Service of Canada for more than 25 years.
- He has worked on codes and standards almost continuously since 1998.

The following points were noteworthy:

1. **100 year return period:** A storm rainfall amount with a 100-year return period has a 1% chance of being exceeded in any given year. There may be multiple events in one 100-year period, and no events for several hundred years.
2. **Point Data:** The Environment Canada IDF curves that are used to design our storm systems are for points and not regions. The data that is obtained for the Environment Canada IDF curve is located at the Sault Ste. Marie airport. The probability of one point in the City receiving a 100 year amount of rainfall is less than the probability of one area of the City. The Environment Canada curve represents data from one point at the airport, and not data from various points across the City. Environment Canada may develop regional curves in the future that would account for regional differences in rainfall.
3. **Quality of Data:** The data obtained from a rain gauge on Third Line is not Environment Canada data. Although the data does not appear unusual given the severity of the event, the quality of the data cannot be verified.
4. **Confidence Intervals:** The data that is used for design has inherent statistical uncertainty. The current data set is based on 45 years of data. Confidence intervals are used to express sampling uncertainty, however, they do not account for all uncertainties.

The effect of the data on the 100 year return period values was reviewed by Environment Canada. Due to the extreme nature of the event, Environment Canada has indicated that data would have impacted the 100 year return amounts by at least 10%, if it had been recorded at the airport. It is important to note, that there may be extreme events that were in fact recorded at the airport, that were not recorded at the gauge on Third Line. However, given the source, location, and quality of the data, the information cannot be included in the IDF curve updates prepared by Environment Canada.

The City of Sault Ste. Marie has included the most up to date IDF information in the Stormwater Management Master Plan and policy. The new Environment Canada IDF curves represent forty-five years of data from 1962 to 2006. The goal is to update the curves more frequently; however this is contingent upon the Environment Canada schedule for updating the curves. The City will be implementing the most current Environment Canada IDF curves going forward.

The MOE references IDF challenges in their “Policy Review of Municipal Stormwater Management in the Light of Climate Change – Summary Report.” Specific reference to IDF curves is referenced on Page 5, which states that “an understanding of rainfall intensity, duration and frequency (IDF) over a relatively small area and short periods of time is required for stormwater management.” It also goes on to say that “climate change science and modeling currently is not at a level of detail suitable for stormwater management where knowledge of the intensity, duration, frequency of storms and their locations and timing is required.” The executive summary is attached, which endeavors to summarize the critical points in relation to this complex issue and existing policy.

In summary, the Engineering Department does not recommend blending the unofficial rainfall data into a revised IDF curve for use as the City of Sault Ste. Marie design standard. The City will be utilizing the most current Environment Canada rainfall data moving forward. We will continue to review documentation on this complex issue as it develops.

Pilot Study – Rain Gauge and Sanitary Flow Monitoring

The Engineering Department has reviewed the feasibility of a three year rain gauge pilot project through the Green Committee to facilitate timely access to a network of local rainfall data. The project would involve the installation of seven rain gauges across the City, connected to telemetry that would transmit data wirelessly to a central location for analysis. The data would be available in real-time, and the system would have the capability of sending out alarms via email or phone to City staff based on any exceedence of a selected pre-set storm event. The data can also be transferred to a rainfall or isohyetal map to clearly identify the areas that have been impacted by severe rainfall. The data would provide senior management the opportunity to inform the constituents of the magnitude of a rainfall event, and would provide engineers and planners the opportunity to more effectively evaluate the impacts of rain events on the City.

In addition to the above noted benefits, the intent is to utilize the rain gauge data in the framework of a sanitary flow monitoring project in the Dell Avenue and Drake Street area. Monitoring and tracking inflow and infiltration will facilitate identification of future remedial actions, as may be required. Reducing infiltration and inflow volumes will mitigate overflows and by-passes during periods of intense rainfall.

Consulting expertise and purchase of equipment is required for the three year study. It is proposed that Cole Engineering specializing in rainfall and inflow/infiltration monitoring projects be retained. The project includes the purchase of the following:

- Seven (7) heated rain gauges (approx. \$2,600 per gauge), and associated equipment, set-up, training, data management, and technical assistance through Cole Engineering;
- Two (2) ATEX/IECEX MSFM S2U Depth/Velocity/Ultrasonic Units (approx. \$10,500 each) and associated equipment capable of automatic transmission of data through Detectronic Ltd (or approved equal);
- Three (3) Q-Eye M-II level sensors (approx. \$2,400 each) (and associated equipment through Metcon Sales and Engineering Inc. to enhance existing meters (or approved equal).

Cole Engineering has specific expertise in this area, and was most recently profiled in the attached Environmental Science and Engineering Magazine article for their work with the Greater Toronto Area. The intent would be to utilize the system and knowledge gained through this project, to continue inflow and infiltration monitoring in other locations in the future.

The Great Lakes Sustainability Fund is available for projects that mitigate impairments to the St. Marys River. As a result, an application related to the inflow and infiltration monitoring project was submitted to meet the January 3, 2014 deadline for potential projects. The notification to successful applicants is expected in March, with a project start date of April 2014.

IMPACT

The total project cost is \$108,450, with \$18,000 from the Green Committee Reserve and \$72,600 from the sanitary sewer surcharge account. The project includes approximately \$90,600 in cash costs, and approximately \$17,850 in in-kind contributions (PWT installation/removal of flow meters, and GFCl installation for rain gauges). The estimated impact to the 2014 budget is approximately \$72,900 in cash requirements, and \$6,500 in in-kind contributions, with the remaining budget to be funded in 2015 through 2017. If the funding application is successful, approximately one-third of the costs may be financed through Environment Canada. The Finance Department is in agreement with this funding approach. Each year \$100,000 is budgeted for inflow and infiltration studies.

Subsequent to the pilot study completion, the data management and transmission costs for the seven rain gauges and two flow meters will amount to approximately \$6,000 per year. There is an option to purchase data transmission packages, which may simplify purchasing. If this method is chosen for the rain gauges, flow meters, or both, there may be a larger up front cost, and reduction in subsequent years.

STRATEGIC PLAN

This activity is linked to Strategic Direction 1, Developing Solid Infrastructure, Objective 1A, Environmental Leadership.

RECOMMENDATION

It is recommended that the report of the Land Development and Environmental Engineer concerning the Stormwater Policy, and inflow and infiltration study be received, and recommendations be approved as follows:

1. Cole Engineering be retained for purposes of the rainfall, and inflow/infiltration study and rain gauge equipment costs;
2. Two flow meters, and three level sensors as identified in the report, be purchased;
3. The total project cost is \$108,450, with \$18,000 from the Green Committee Reserve, \$72,600 from the sanitary sewer surcharge account, and approximately \$17,850 in in-kind contributions, and;
4. Subsequent to the pilot study completion, the data management and transmission costs for the seven rain gauges and five flow meters will amount to approximately \$6,000 per year, to be funded from the sanitary sewer surcharge account. Annual costs may vary if packages are purchased to fund several years.

The Engineering Agreement will be brought forward at a future Council meeting for approval.

Respectfully submitted,



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

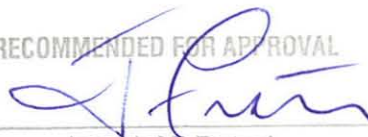
Recommended for approval,



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning
Department

Attachs.

RECOMMENDED FOR APPROVAL



Joseph M. Fratesi
Chief Administrative Officer

Helping agencies cope when a storm hits

The rainfall event that hit the Greater Toronto Area on July 8, 2013, exceeded the 1 in 100 year return period in many areas. Total rainfall in some areas exceeded 110mm within a two hour period. The timing and intensity of the storm had immediate and long-term impacts on the region. Serious disruption to commuters was caused by surface flooding, flooded highways, limited public transport and even a partially submerged two-storey passenger train.

The lasting impacts, which are not always easy to identify and quantify, were flooding to businesses and homes and wastewater overflow into the environment. These environmental and financial consequences are generally caused by the inability of stormwater infrastructure to cope with large rainfall events. A rainfall event is defined as a rainfall volume preceded and followed by a specific dry period.

With large storm events such as the one on July 8 being reported more frequently, people are looking for answers as to why their homes and businesses and commuter routes are being flooded. In the current age of information, 24-hour media coverage and connection through social media, municipal and government agencies are being pressured to quickly respond to hazardous



Serious disruption to commuters was caused by surface flooding, flooded highways, limited public transport.

environmental events. The senior management of such agencies rely on their support departments to help inform the public and to understand the extent of the rainfall in these large storms.

Cole Engineering Group Ltd. from Markham, Ontario, is leading the way in real-time environmental monitoring and analytic solutions in the Greater Toronto Area. Working collaboratively with the Cities of Toronto and Mississauga and the Region of Peel, they have been able to streamline the data collection and analysis process of rain gauge networks. The importance of real-time rainfall

monitoring could not have been greater during and after the excessive rainfall on July 8.

The firm was able to provide their clients with alarms to operations staff during the event, followed by meaningful analysis within a number of hours. Using a combination of rain gauges equipped with wireless cell technology and dynamic spatial analysis tools, Cole Engineering was able to provide the agencies in the area with graphical representations of rainfall distribution across the area.

The speed with which this infor-



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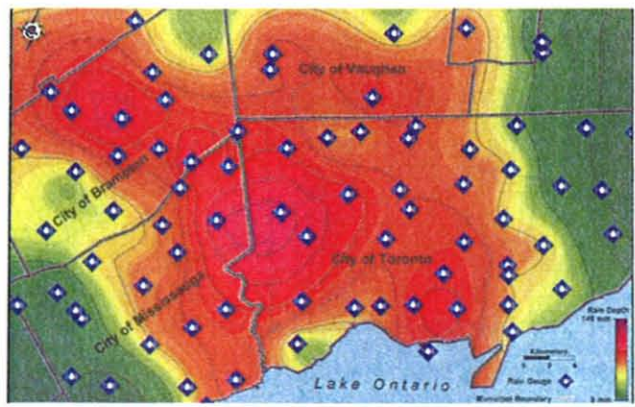
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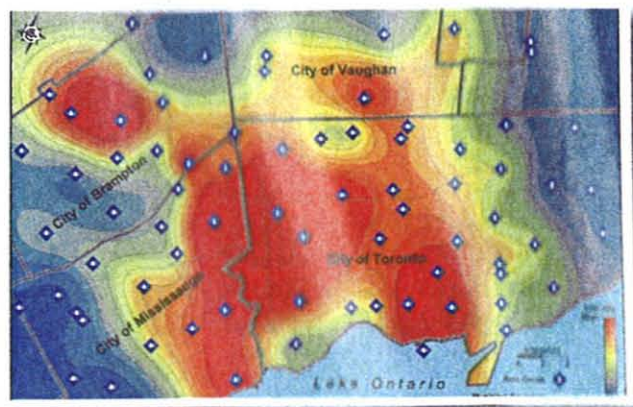
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mation can be collected, analyzed and distributed is critical when informing stakeholders looking for answers. Graphical representation, often referred to as a rainfall map or isohyetal map, allows the viewer to quickly and easily understand rainfall distribution and pinpoint the worst affected areas. Given the right setup, the analysis can be completed and verified, within 24 hours of rainfall events.

The density and connectivity of a

rainfall network are critical components in meeting current expectations. Its main purpose, in terms of managing an urban centre, is to correlate rainfall with the surface water generated. Confidence in the rainfall data and its distribution over space and time is an important part of this correlation. Numerous studies have been conducted to investigate the effects of rain gauge density on the accuracy of the data captured. Rainfall is extremely variable in both space and time. As

such, large variations in intensity and volume across geographical areas have been documented, especially during extreme rainfall.

There is no right or wrong level of rain gauge distribution density; however, it should be directly linked to the value of assets within the network's coverage. The Cities of Toronto and Mississauga and the Region of Peel are leading the way for urban centers, with

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one rain gauge per 20 km². To put that in perspective, the United Kingdom, said to be the leading country in terms of rain gauge density, has one gauge for every 76 km².

The benefits of a live rain gauge network include the speed of analysis, detection of early warning alarms and remote diagnostics. A live setup is achieved by integrating the rain gauge and logger into the available wireless cell network. There are numerous rain gauge technologies that offer different levels of sophistication. The sophistication of the setup should match the vulnerability of the geographical area, ranging from logging-only setups in uninhabited areas, to real-time setups in a downtown city core. Real-time rain gauge capabilities can be a valuable part of a flood protection system, tracking a storm as it moves across a vulnerable area.

Operation and maintenance of a rain gauge network can also benefit from real-time setups. Custom alarms can be configured to inform the remote operator that an equipment problem is



A rainfall event is defined as a rainfall volume preceded and followed by a specific dry period.

impending, or has occurred. This helps to increase the duration between regular maintenance visits and reduce the downtime of a rain gauge.

Rainfall maps are also powerful tools following damaging rainfall events. The graphical representation allows for quick and easy assimilation by lay-

persons or engineers. Improved quality control, quick analyses and a real-time setup, give senior management of municipal and government agencies the confidence to inform the constituents of the magnitude of a rainfall event. This helps alleviate public uncertainty, or unrest, following a flood. The isohyetal

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map also offers great value to the planning, design and management of water resources.

Isohyetal maps spatially represent rainfall amounts over a specified duration. Simply a contour map of rainfall, they use colour ramps and contour lines, to represent distribution of rainfall across a geographical area. The two most common forms are the total rainfall volume and the peak rainfall intensity. The total rainfall volume map is the total rainfall recorded for a single rainfall event.

The peak rainfall intensity map, which offers greater engineering value, is the representation of peak rainfall volume over a specific time period. The intensity map is used in a similar way to the traditional intensity-duration-frequency (IDF) curves. It compares measured rainfall intensity to that of a statistically derived return period. The intensity map allows engineers to quickly understand the distribution of rainfall across any given catchment. This becomes a powerful tool when trying to make sense of a measured flow response in stormwater

management structures and conveyance systems. It allows engineers to understand why flooding occurred in one area and not another.

Cole Engineering's isohyetal mapping tools rely on custom back-end data management processes to ensure that the final rainfall map can be quickly modified to meet engineers' needs. The process stores the original data and generates maximum peak intensities for multiple durations. This back-end process greatly speeds up the final generation of meaningful rainfall maps, especially when selecting the appropriate duration for a given catchment. The selected duration should closely match the time of concentration (maximum duration of flow through a catchment) of a catchment being analyzed.

The mapping process uses Geographical Information Survey (GIS) geoprocessing tools to create both the rainfall surface and rainfall contours. Techniques such as Thiessen polygons, polynomial interpolation, spline interpolation and Kriging, can be used to interpolate be-

tween rain gauges and create the rainfall surface. Studies have been conducted to measure the appropriateness of each interpolation method. Factors such as rain gauge density and topography affect the accuracy of the different methods.

Cole Engineering is looking to a cloud based rainfall mapping solution to circumvent these resource issues. This will supplement their existing web based environmental data management and analysis tools.

The July 8, 2013 event was an eye-opener for many people on how destructive rainfall can be. However, by having sufficient coverage of rain gauges which provide data in real-time, understanding the impact and being able to make quick decisions is achievable. This also allows for the creation of detailed and informative maps that allow all parties to understand both the challenges and the bigger picture when it comes to managing exceptional rain events.

For more information, E-mail: cstebbing@coleengineering.ca



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Policy Review of Municipal Stormwater Management in the Light of Climate Change – Summary Report

Executive Summary

In response to an Application for Review submitted under the Environmental Bill of Rights, 1993 (EBR) Part IV, the Ontario Ministry of the Environment (MOE) completed a review of the need for a new policy, Act or regulation to deal with municipal stormwater management systems in Ontario municipalities in light of climate change.

The MOE review, completed in March 2010, included policies, Acts, or regulations within its mandate of environmental protection, such as the Ontario Water Resources Act and the 2003 Stormwater Management Planning and Design Manual. Non-regulatory stormwater management options such as best management practices were also considered in this review. Legislation under other ministries' mandates such as the Planning Act, Municipal Act, 2001, or the Conservation Authorities Act and associated regulations and policies were not part of the review. In addition to the MOE internal review, a multi-agency Stormwater Management Working Group contributed extensively to the review.

The following are the key findings of the completed MOE policy review.

- *The MOE policy review recognizes that municipal stormwater management adaptation to climate change based on best available science is a priority for Ontario. Long term planning will strengthen protection of the environment with careful regard for water quality and quantity, as well as cumulative impacts, on watersheds and groundwater.*
- *The Ontario Water Resources Act (OWRA) and the Environmental Protection Act (EPA) are anticipated to provide a sufficient legislative framework for implementing adaptation to climate change for municipal stormwater management, through approvals, general prohibitions, orders, penalties and regulation making authority for environmental protection.*
- *The Minister of the Environment is carefully considering all recommendations of the Expert Panel on Climate Change Adaptation, appointed December, 2007, and notes that the recommendations of the Expert Panel specific to stormwater management policy development are consistent with the findings of the MOE policy review.*
- *A MOE policy framework is needed to support resilient municipal stormwater management systems and adaptation to climate change and other identified stressors, for new and existing developments.*
- *The 2003 Stormwater Management Planning and Design Manual requires updating to include additional best practices for climate change adaptation for municipal stormwater management.*
- *The MOE approvals process for municipal stormwater management requires review to include identifying measures to encourage source control best practices for municipal stormwater management.*
- *Data collection and information management systems are necessary to track the inventory, condition and performance of stormwater systems in order to assess Ontario's vulnerability to climate change and aid adaptive decision-making for infrastructure renewal.*

- *Programs such as public education, demonstration projects and incentives are necessary to support resilient systems for municipal stormwater management, in particular source control, to encourage climate change adaptation decisions.*
- *Several ministries are responsible for aspects of storm water management (e.g. MOE, Ministry of Municipal Affairs and Housing (MMAH), Ministry of Natural Resources (MNR), Ministry of Infrastructure (MOI) and Ministry of Transportation (MTO)). The MOE recommends that the ministries work together with municipalities and conservation authorities to seek solutions for resilient municipal stormwater management systems that are adaptive to climate change and to collaborate on new and existing municipal tools for source control stormwater management.*

Progress in stormwater management has been achieved by the MOE through the Lake Simcoe Protection Plan, Stormwater Protection Planning, the Canada Ontario Agreement Respecting the Great Lakes Basin, the Provincial Policy Statement and the Ontario Building Code. Recent examples include the following:

- Phosphorus and sediment control through requiring stormwater management plans in the Lake Simcoe Protection Act, 2008 and associated regulations.
- Comprehensive long term stormwater management planning by municipalities (Canada-Ontario Agreement (COA) funds):
 - Bay of Quinte Master Drainage Plan,
 - Bay of Quinte Pollution Prevention Control Planning, and
 - City of Toronto's Wet Weather Flow Master Plan Environment Assessment.
- The MOE has provided funding support for the following research projects:
 - Credit Valley Conservation (CVC) study on temperature control in stormwater pond discharge to receiving water bodies to protect fish habitat and the Toronto and Region Conservation Authority (TRCA) study on infiltration methods.
 - Development of the CVC and the TRCA Low Impact Development Stormwater Management Planning and Design Guide (2010) to provide guidance to municipalities and developers.
- Municipal initiative to develop public information on proper disposal of swimming pool water, avoiding stormwater discharge which contaminates local rivers and streams (COA funds).
- The MOE has worked with the Canadian Standards Association (CSA) on a training course for sustainable stormwater management and designing road and parking lot infiltration systems.
- MOE provided funding to TRCA for the website "Innovative Stormwater Management Practices" (www.iswm.ca) which lists examples of innovation.

The MOE proposes to continue to work with other ministries, municipalities and industry partners to update current policies and further develop tools to adapt stormwater management practice in light of climate change.



COUNCIL REPORT

2014 01 20

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: Agreement With Shell Canada Limited and Suncor Energy Inc. for a Railway Siding and Underground Pipeline – McNabb Street

PURPOSE

The purpose of this report is to authorize a renewal of an agreement between the City and Shell Canada Limited and Suncor Energy Inc. on McNabb Street.

BACKGROUND

On April 26, 1973 the City and Texaco Canada Limited entered into an agreement granting a licence to Texaco Canada Limited to construct, maintain and operate a railway siding and underground pipeline in, across, along and under McNabb Street. This agreement was renewed on April 29, 1992. On April 19, 1989 Imperial Oil Limited acquired all the shares of Texaco Canada Limited.

On August 17, 1992 Shell Canada Limited and Petro-Canada acquired the lands and terminal at 1010 McNabb Street, Sault Ste. Marie as tenants in common. The Crossing Agreement is used in connection with the operation of the Terminal. At the time of the purchase of the Terminal, Shell Canada Limited and Petro-Canada received an assignment of the Crossing Agreement from Imperial Oil Limited. Suncor Energy Inc. is the successor Petro-Canada.

The previous renewal agreement expired on December 31, 2013. Shell Canada Limited and Suncor Energy Inc. have requested a renewal agreement for an additional 20 year period. The new renewal agreement will expire on December 31, 2033.

ANALYSIS

The agreement is necessary to continue the operation and maintenance of the railway siding and underground pipeline. The new agreement extends for 20 years.

IMPACT

No financial impact.

STRATEGIC PLAN

No impact on the strategic plan.

RECOMMENDATION

By-law 2014-21, which appears elsewhere on the agenda, authorizes the City to enter into the lease agreement between the City and Superior Advertising Ltd., and is recommended for approval.

Respectfully submitted,



Nuala Kenny
City Solicitor

NK/da



RECOMMENDED FOR APPROVAL
Joseph M. Fratesi
Chief Administrative Officer

AG-123 LEGAL\STAFF\COUNCIL REPORTS\2014\AGREEMENT SHELL CANADA LIMITED AND SUNCOR ENERGY
INC. JAN 20 14.DOCX



COUNCIL REPORT

2014 01 20

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

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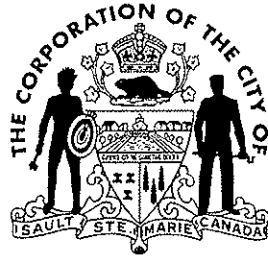
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Respectfully submitted,

Nuala Kenny
City Solicitor

NK/da



COUNCIL REPORT

January 20, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Peter Tonazzo, MCIP, RPP, Planner

DEPARTMENT: Engineering and Planning Department

RE: Application No. A-2-14-Z – Peter, Shelley & Jessica Schell & Brian Bonifferro

PURPOSE

The applicants are seeking City Council approval to rezone the subject property in order to add an additional dwelling unit to the existing residence on the property, and to develop the rear lands with four (4) multiple attached (townhouse) dwellings.

PROPOSED CHANGE

The applicants are requesting a rezoning from "R2" (Single Detached Residential Zone) to "R3.S" (Low Density Residential Zone with a Special Exception) to reduce required frontages from 18m to 13m and 20m to 6.5m. The applicants are also requesting that the south interior side yard setback for the proposed multiple attached dwellings be reduced from 3m to 2m. The total number of multiple attached dwelling units shall not exceed six (6) units.

Subject Property:

- Location – Located on the west side of Elmwood Avenue, approximately 98m south of its intersection with Wawanosh Avenue, civic no. 69 & rear Elmwood Avenue
- Size – The subject area has approximately 20m of frontage along Elmwood Avenue with a total area of .032ha (0.8acres)
- Present Use – Single Detached Residential
- Owners – Peter, Shelly and Jessica Schell, and Brian Bonifferro

BACKGROUND

There are no previous applications on the subject properties.

ANALYSIS

Conformity with the Official Plan

The subject properties are designated 'Residential' on Land Use Schedule 'C' of the Official Plan.

Residential Policy 3 notes that 'medium density residential dwellings may be integrated into low density areas subject to a rezoning.

Residential Policy 4 notes that small scale intensification may be permitted in all residential areas unless adequate supporting infrastructure is not available or significant physical constraints exists. Residential Policy 5 further defines 'small scale residential intensification' to include, among other things, infill development and redevelopment.

The applicant's proposal to convert the existing single detached dwelling to a duplex, and to develop a four (4) unit multiple attached building within the rear portion of the property represents an infill, medium density residential development.

As described in greater detail later in this report, there appears to be adequate infrastructure (water and sewer) to support the intended use. Furthermore, there does not appear to be any significant physical constraints on the subject property.

Consequently, this application conforms to the residential policies contained within the Official Plan.

In September 2012, City Council adopted Official Plan Amendment No. 188, which implements the city wide Archaeological Potential Assessment completed by Archaeological Services Inc. The subject property is identified as having archaeological potential, however it has been determined that an archaeological study is not required at this time. Archaeological Policy 2 notes that *"archaeological assessments may not be required in areas that have been subject to previous intensive and extensive soil disturbance."* A review of air photo archives reveals that the subject property was actively farmed and the soil was tilled from at least the 1940's to the late 1960's. Such soil disturbance would have impacted any archaeological remains that may have existed on the site, and therefore, an archaeological review is not required.

Comments

The subject area currently comprises three (3) separate properties with three (3) distinct roll numbers (although two (2) properties share Civic Number 0 Rear Elmwood Avenue), including:

1. 69 Elmwood Avenue - which is a 'double lot', with approximately 20m of frontage and 30m of depth, totalling approximately 654m² (66' x 98' totalling 6468sq.ft.).
2. 0 Rear Elmwood Avenue (Former Laneway) – which is a portion of an old City laneway, approximately 1.7m by 35m, totalling 60m² (5.5' x 115' totalling 632sq.ft.).
3. 0 Rear Elmwood Avenue – which is the rear portion of the subject area, approximately 34.5m wide by 75m long, totalling 2,587.5m² (113' x 246' totalling 27,798sq.ft.). It is worth noting that this property is not exactly rectangular shaped, with an approximate difference of 1m (3.2') of width between the eastern and western edges.

Referring to the applicant's site plan attached, the development proposal is twofold. First, the applicants wish to renovate the existing single detached dwelling at 69 Elmwood Avenue in order to add an additional dwelling unit.

Second, the applicants are proposing to relocate the existing garage to create a driveway to the rear parcel, to facilitate the development of a multiple attached (townhouse) building containing four (4) dwelling units. The townhouses will be 1-storey, with attached garages. While zoning by-laws cannot regulate who may or may not rent a particular unit, the applicants have stated that the intended market is seniors wishing to downsize.

In the future, the applicant's plan is to sever and consolidate the subject area resulting in two (2) separate lots. 'Block A' will be occupied by the duplex dwelling and garage, while 'Block B' will include the multiple attached dwellings along with a 6.9m (22.6') driveway to Elmwood Avenue.

Based upon the current design, 'Blocks A' and 'B' are large enough to support the intended developments, with ample space for the required on-site parking (including surplus if needed) and outdoor amenity areas.

The general character of the immediate area is mixed residential. The majority of the homes in the area are single detached, however current assessment records indicate the abutting home to the south (67 Elmwood Avenue) has been converted to a duplex, which is consistent with what is being proposed within 'Block A'.

Abutting 'Block B' to the south is the Cambrian Co-operative Housing Corporation property which is a 25-unit townhouse development.

Consequently, the applicant's proposals within 'Blocks A' and 'B' are consistent with the surrounding character of the area.

Given the nature of this development, it is appropriate to utilize Site Plan Control, to ensure among other things, that adequate buffering is provided along the south side of the proposed driveway, adjacent to 67 Elmwood Avenue. Furthermore, Site Plan Control will also be utilized to ensure that proper drainage and servicing works are designed and maintained to support the development, without creating drainage problems to abutting properties.

In order to facilitate this development, a number of reductions are required. First, the required interior side yard setbacks for a multiple attached dwelling in an "R3" Zone are 1.2m (4') on one side and 3m (10') on the other side. The applicant is proposing 2.29m (7.5') setbacks on either side; therefore a reduction is required to the south interior side yard, from 3m to 2.29m, which is minor and appropriate in this instance.

In order to facilitate the future severance/consolidation of 'Blocks A' and 'B', lot frontage reductions are also required. The reduced frontage on 'Block A' is from 18m (46') to 13m (42.7'). This reduction will have no impact on the duplex development proposed for 'Block A'. The applicant also requires a frontage reduction on 'Block B', from the required 20m (66') to 6.5m (21.3'). Although this represents a substantial numeric reduction, it is appropriate as the resulting 'Block B' will be 'flag shaped', whereby the frontage will support a driveway only, with buildings located well back beyond where the lot widens.

Consultation

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

- See attached letters – Building Division, Engineering Dept., PUC Services Inc., Public Works and Transportation
- No objections/comments – Building Division, Municipal Heritage Committee, Fire Services, Conservation Authority, EDC

Correspondence from the Building Division notes there is a Bell Easement (buried Bell line) located within the former laneway behind 69 Elmwood Avenue. The applicants are aware of this easement and have located the garage in a manner to ensure adequate separation from the buried line(s). The easement should not impact the proposed driveway which will cross over, however the applicants will be required to obtain permission from Bell to cross the easement, prior to development of 'Block B'.

Engineering Division notes that prior to development, lot grading, drainage and servicing plans will be required. Such plans must be prepared by a qualified professional, to the satisfaction of the Commissioner of Engineering and Planning, or his designate. Engineering also recommends that the subject properties be deemed subject to Site Plan Control, so that agreements can be

entered into between the developer and the City, prior to the issuance of any building permits.

PUC Services Inc. has no objection to this application, but wish to note that given the repurposing of the property, the owner should confirm available water and fire flow capacity, which may impact design requirements. Finally, PUC wishes to note to the applicants that water frontage charges will be due as part of the development.

Comments from PWT note no objection to the application, so long as it is understood that the access point for Block B is serviced privately for winter maintenance and waste collection, etc... The applicants are aware of and understand that the access to Block B will be a private driveway, and must be maintained on a private basis. Furthermore, the applicants understand that refuse collection for the proposed townhouses on Block B must be contracted to a private hauler.

Up to the drafting of this report, one letter of objection (attached) has been received from the owners of 61 Elmwood Avenue, located on the northwest corner of Elmwood Avenue and Champlain Street, approximately 50m south of the subject properties. The attached correspondence notes the following concerns:

Property Value

The first concern relates to how this development may impact current property values in the area. Planning staff does not comment on property values, as the impact could be positive or negative.

Increased traffic and speed

The second concern relates to increased traffic resulting from the additional dwelling units. The applicants have clearly indicated that they do not intend to develop more than six (6) units on the subject properties ('Blocks A' & 'B').

As per Transportation Schedule 'D' of the Official Plan, Elmwood Avenue is designated as a 'local street', 'designed to facilitate the safe movement of traffic within a residential area.' The traffic generated from the additional five (5) dwelling units will be minimal, and well within the general character of the area.

The attached correspondence also notes safety concerns associated with traffic speed along this portion of Elmwood Avenue. This is an enforcement issue handled by Police Services.

Increased Noise, Garbage, Nuisance etc. Resulting from Development

Finally, the objector's are concerned with nuisance problems that may arise from this proposed development. Issues such as increased noise, property damage

and garbage are cited as concerns. It is worth noting that 61 Elmwood Avenue does not abut the subject properties. While the applicants may decide to offer pedestrian and/or vehicular access from 'Block B' south through the Co-op and onto Champlain Street, the overall impact to 61 Elmwood Avenue from the four (4) multiple attached dwelling units will be negligible. Having said this, at this point it is the applicant's intention to provide vehicular access via the subject properties directly onto Elmwood Avenue.

Additional Concerns Noted by Neighbours

Although only one formal letter has been received to date, Planning staff has discussed concerns with two other neighbours that were circulated.

One neighbour, as well as the objectors at 61 Elmwood Avenue both noted that they were under the impression that this neighbourhood would not develop any further, due to servicing capacity issues. The Engineering Department has conducted a preliminary review, and there does not appear to be any capacity issues related to the current storm or sanitary sewer services within this area. Having said this, as is customary with these types of developments, a servicing plan, prepared by a qualified professional, to the satisfaction of the City, must clearly indicate that there is enough sewer capacity to support this development. This will be required as part of the Site Plan Control process, prior to the issuance of any building permits.

Another neighbour also had concerns with lot dimensions, which are based on current assessment data. This neighbour noted that at one point he had seen survey stakes along the north lot line of 'Block B', which appeared to 'jog' north 4' onto his property. This development is being reviewed on the basis of the existing parcel fabric, as shown on the maps attached, which do not include a the 4' 'jog' as noted by the neighbour. After meeting with the neighbour, his concerns have been addressed.

IMPACT

Approval of this application will not directly impact Municipal finances.

STRATEGIC PLAN

This application is not directly linked to any policies contained within the City's Corporate Strategic Plan.

SUMMARY

This application is similar to a number of townhouse developments that have been proposed in recent years. The provision of a mixture of housing types within one neighbourhood provides choice and helps to facilitate a strong healthy neighbourhood with a mixture of people.

The resulting infill development will complete this neighbourhood, and the proposed dwellings will complement the existing townhouse development to the south. The applicants have noted that they will be in contact with the Co-op to see if there are any options to tie into existing services, and/or provide a pedestrian/vehicular link via the Co-op property.

At this point there does not appear to be any constraints to development, however through the use of Site Plan Control, matters such as servicing, drainage and adequate buffering will be further reviewed. The subject properties are large enough to support the intended dwelling units, along with adequate space for required (and surplus) parking and outdoor amenity areas.

RECOMMENDATION

That City Council accepts this report as information and rezones the subject properties ('Blocks A' and 'B') from "R2" (Single Detached Residential Zone) to "R3.S" (Low Density Residential Zone with a Special Exception) outlining the following provisions:

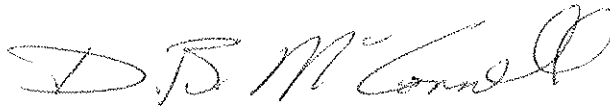
1. That the required lot frontage of 'Block A' be reduced from 18m to 13m.
2. That the required lot frontage of 'Block B' be reduced from 20m to 6.5m.
3. That the south interior side yard setback on 'Block B' be reduced from 3m to 2m.
4. That a maximum of six (6) dwelling units be permitted on the subject properties ('Blocks A' & 'B').

Respectfully submitted,



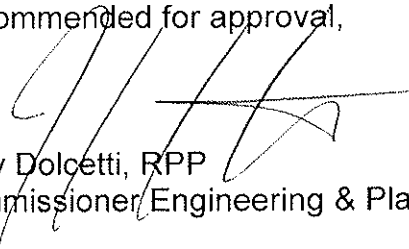
Peter Tonazzo, MCIP, RPP
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner Engineering & Planning

Pat Schinners
Administrative Clerk

Attachment(s)

G:\PLANDIV\Data\APPL\REPORT\2-14-Z.docx

Pat Schinners

From: Don Maki
Sent: Thursday, December 19, 2013 11:50 AM
To: Don McConnell; Pat Schinners
Subject: Rezoning Application A-2-14-Z 69 Elmwood Avenue

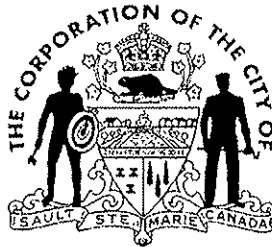
Hi Don

I do not have any comments on the above application other than there are easements in the former rear laneway known as Or Elmwood.

Don

Jerry D. Dolcetti, RPP
Commissioner

Daniel Perri, EIT
Engineering Intern



ENGINEERING & PLANNING
DEPARTMENT

Engineering & Construction Division

2013 12 30

Our File: A-2-14-Z

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

RE: **A-2-14-Z – 69 & OR ELMWOOD AVENUE
REQUEST FOR AN AMENDMENT TO THE ZONING BY-LAW**

The Engineering and Construction Division has reviewed the above noted application and provides the following:

- A lot grading and drainage plan shall be completed by a Lot Grading Professional, to ensure that drainage is dealt with appropriately. Lot Grading Professionals must be a Professional Engineer (civil), Architect, or Ontario Land Surveyor, experienced in lot grading design;
- A servicing plan shall be prepared to the satisfaction of the Commissioner of Engineering and Planning or his designate for any future development; and
- It is recommended that the Applicant enter into a Development Control Agreement to ensure the above noted issues are addressed.

Yours truly,

Daniel Perri, EIT
Engineering Intern

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

F:\ENGINEERING DATA\REZONING\Elmwood Avenue - Civic 69- A-2-14-Z 2013 12 30.docx

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



PUC SERVICES INC.
ENGINEERING DEPARTMENT
500 Second Line East, P.O. Box 9000
SAULT STE. MARIE, ONTARIO. P6A 6P2

December 23, 2013

Donald B. McConnell, MCIP, RPP
Planning Director
The Corporation of The
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

emailed: d.mcconnell@cityssm.on.ca

Dear Sir:

Re: Application A-02-14-7
69 & OR Elmwood Avenue

PUC wishes to advise that we have no objection to the proposed rezoning application.

Given the proposed repurposing of the property, the owner should confirm the available water service capacity and fire flow capacity which may impact design requirements for the proposed development. We also comment that water frontage charges would be due for any such development.

Yours Truly,

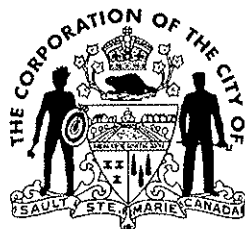
PUC Service Inc.

A handwritten signature in black ink, appearing to read 'Rob Harten', is written over a horizontal line.

Rob Harten, P. Eng.
Manager of Engineering

RH*jf

S. Hamilton Beach P. Eng
Deputy Commissioner



Larry Girardi
Commissioner

January 13, 2014

Donald McConnell
Planning Director

PWT File No.: P.10.0

Subject: Application Number A-2-14-Z
Request for an amendment to the Zoning By-law

Applicant: Peter, Shelley & Jessica Schell and Brian Bonnifferro

Subject Property: 69 &0R Elmwood Avenue

Staff from Public Works and Transportation has reviewed this application and have no objections given the following comments are considered:

- Block B shall be serviced privately for winter maintenance and waste collection, etc.

If you have any further questions please contact me at (705) 541-5207.

Susan Hamilton Beach, P. Eng.

Deputy Commissioner
Public Works and Transportation

c. D. Perri, EIT

Peter Tonazzo

From: Brandie Sanderson [REDACTED]
Sent: Sunday, January 05, 2014 9:35 AM
To: Peter Tonazzo
Subject: Rezoning Application A-2-14-Z - 69 Elmwood Street

Dear Mr. Tonazzo,

Thank you for sending us the sketch. Enclosed is our written submission of some of the concerns of the household of 61 Elmwood Ave that we had discussed on the phone earlier this week. Our first concern is how this development will affect the property value of our home. This includes how it changes the aesthetic appeal of the area. Our second concern is the increase in traffic flow. Traffic speed is a concern on our residential street. One of us is legally blind, so we are very concerned that increased traffic flow may lead to a decrease in safety of the neighbourhood. When we moved into the neighbourhood, we were not expecting any further expansion. We are also concerned about noise pollution caused by the construction of the new development. Already, we have had problems with the developments behind us, including property damage, items thrown across our fence and into our yard (i.e. garbage), and harassment of our dogs through the fence. With this new development there could be the potential of having similar disturbances depending on the occupants. Thank you Mr. Tonazzo for your time and consideration in reviewing our thoughts and concerns with this rezoning application. Could we please have notification of the outcome of this application.

Sincerely,
Michael and Brandie Sanderson
61 Elmwood Ave.



2012 ORTHO PHOTO

Planning Application A-2-14-Z

69 ELMWOOD AVENUE

SUBJECT PROPERTY ROLL NUMBERS

030-044-041-00 = 69 Elmwood Avenue

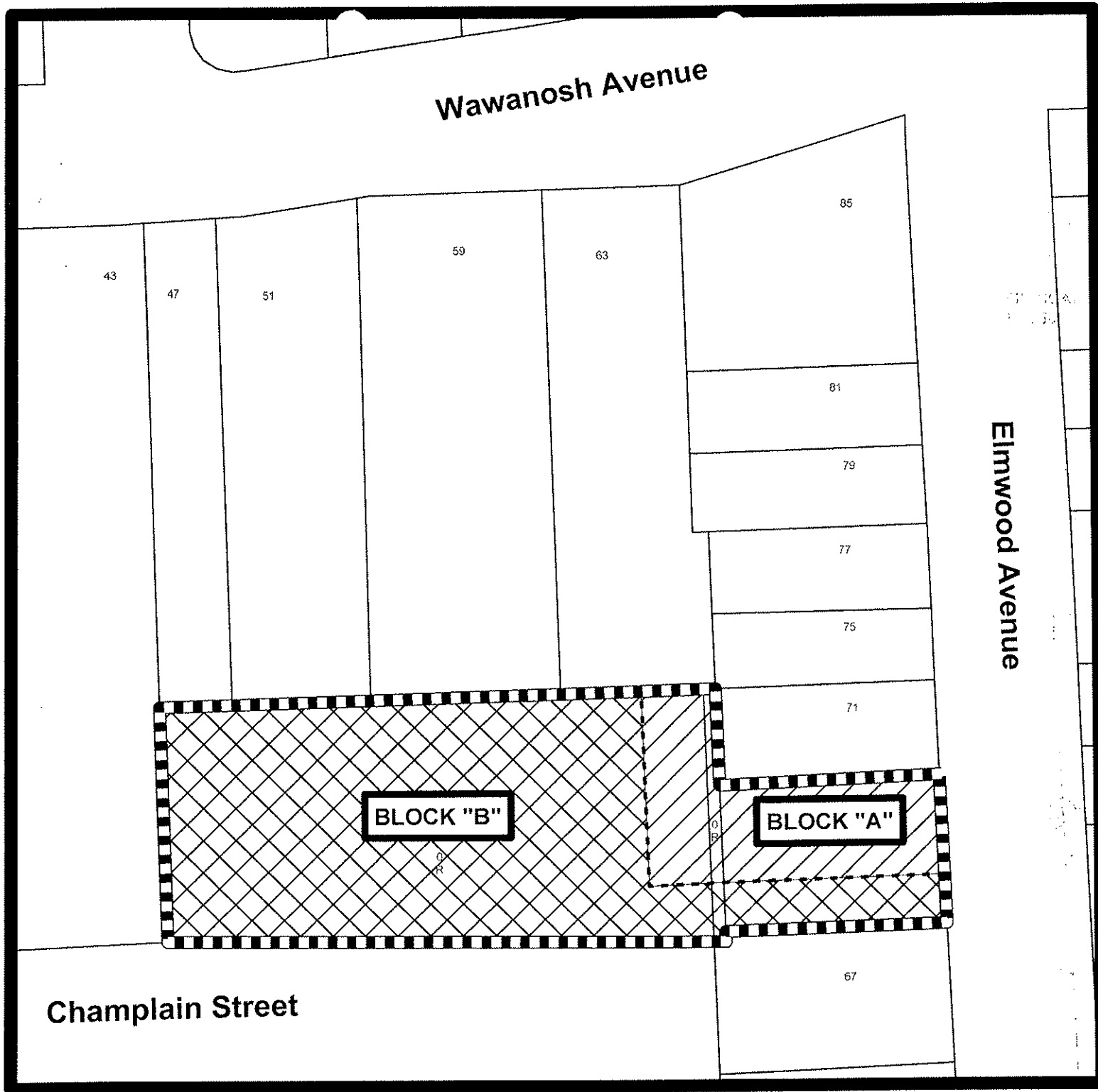
030-044-041-01 = Rear Elmwood Avenue

030-044-041-02 = Former Lane Rear Elmwood Avenue



METRIC SCALE
1 : 2000

MAP REFERENCE
42 & 1-49



SUBJECT PROPERTY

PLANNING APPLICATION A-2-14-Z

69 ELMWOOD AVENUE

SUBJECT PROPERTY ROLL NUMBERS
 030-044-041-00 = 69 Elmwood Avenue
 030-044-041-01 = Rear Elmwood Avenue
 030-044-041-02 = Rear Elmwood Avenue [Former Lane]



METRIC SCALE
 1 : 750

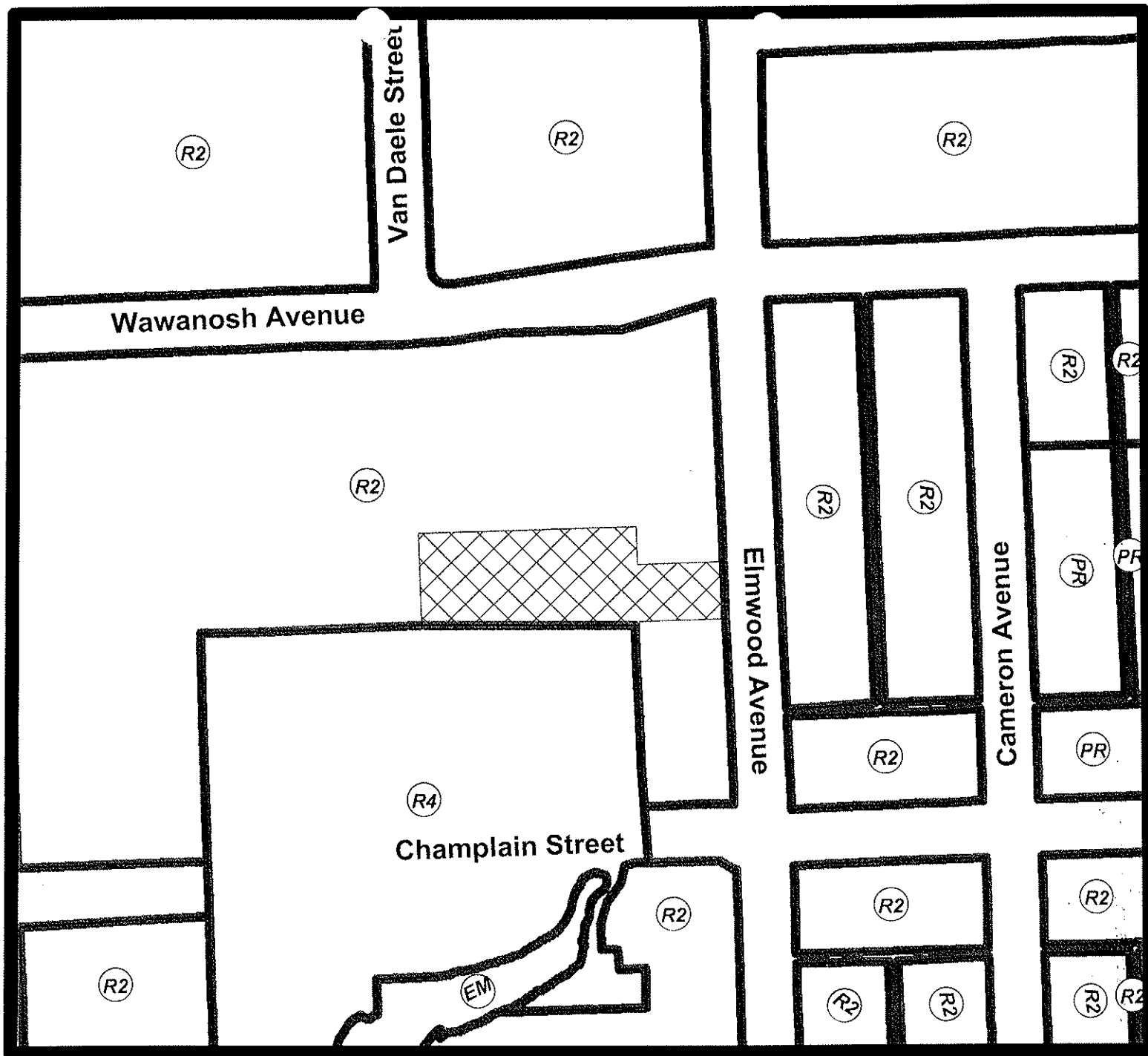
LABEL ID
 A-2-14-Z

MAP REFERENCE
 42 & 1-49

 Subject Property

 Block "A": Frontage = 23.53m / Existing Dwelling & Re-located Garage

 Block "B": Frontage = 6.88m / Proposed 4-unit Townhouse



SUBJECT PROPERTY MAP

Planning Application A-2-14-Z

69 ELMWOOD AVENUE

SUBJECT PROPERTY ROLL NUMBERS

030-044-041-00 = 69 Elmwood Avenue

030-044-041-01 = Rear Elmwood Avenue

030-044-041-02 = Former Lane Rear Elmwood Avenue

 Subject Property

 R2 - Single Detached Residential Zone; R2hp

 R4 - Medium Density Residential Zone

 EM - Environmental Management Zone

 PR - Parks and Recreation Zone



From: Paul Pavoni [mailto:pmpavoni@hotmail.com]
Sent: Thursday, January 16, 2014 1:29 PM
To: Peter Tonazzo
Subject: RE: Application No.: A-2-14-Z

Peter, if the location of the garage falls within the city guidelines of 2 feet from the property line, then there's not much I can do about that. However, I still have concerns regarding the rezoning and proposed multiple attached dwelling and the resultant impact it will have on the quietness of the neighbourhood and the increased traffic flow it will produce.

Paul.

From: Paul Pavoni [mailto:pmpavoni@hotmail.com]
Sent: Wednesday, January 15, 2014 4:33 PM
To: Peter Tonazzo
Subject: Application No.: A-2-14-Z

Paul M. Pavoni
63 Wawanosh Ave.
Sault Ste. Marie
P6B 3W2

Hello Mr. Tonazzo,

I am writing to express my concerns regarding the rezoning application and subsequent development of the property listed under "Application No.: A-2-14-", that being 69 and the rear of Elmwood Avenue.

Firstly, at the time of purchase of my home and property on Wawanosh Avenue, the property in question was categorized as an "R2" (Single Detached Residential) zone. Having knowledge of that, my wife and I went ahead with the purchase of our residence back in 1999. Had the property in question been zoned as an "R3.S", we may not have made the purchase.

Secondly, the plan for the development on this land calls for one of the buildings to encroach on the rear of my property in very close proximity to the property line. This, along with the other "special exemptions" that were included, I find as unacceptable.

Regards,
Paul M. Pavoni

Peter Tonazzo

From: Cheryl McWilliams <[REDACTED]>
Sent: Friday, January 17, 2014 9:05 PM
To: Peter Tonazzo
Cc: cornelius hooymans

This email is to confirm some aspects of our conversation on Friday 17th, 2014.

As discussed I will be speaking on behalf of my parents--Cornelius and Mavourneen Hooymans (residents of 71 Elmwood Ave).

We discussed the duplex house as to the size, height and north facing windows. Parking for residents of the duplex was discussed.

We also discussed the relocation of the garage and the placement of this garage behind 71 Elmwood Ave. We discussed that it was understood that the garage would be placed 10 ft from the lot line of 71 Elmwood Ave. and our concern about the present location of the fence at the west end of the property.

Further we discussed the present location of the new townhouse complex. Its location according to the site plan currently showing it 60 ft from the relocated garage.

We also discussed drainage and a concern about noise.

I have received your email and appreciate your prompt response to our concerns.

I would like the Notice of Decision be sent to my address

Cheryl McWilliams
24 West Braemar Bay
Sault Ste. Marie, Ont
P6C 3Z4

Thank you for your time today.

Cheryl McWilliams

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This email has been scanned by Barracuda Spam Firewall..

Peter Tonazzo

To: Peter Tonazzo
Subject: RE: Rezoning Application 2-14-Z - 69 and OR Elmwood Ave.

From: Peter Tonazzo [p.tonazzo@cityssm.on.ca]
Sent: Friday, January 17, 2014 4:25 PM
To: Cheryl McWilliams
Subject: RE: Rezoning Application 2-14-Z - 69 and OR Elmwood Ave.

Hello Mrs. McWilliams,

I have spoken to Peter Schell about some of the questions you and your parents had during our meeting. I note the questions and answers below.

1. Details of the extension at the back of the existing home?
 - a. The applicant confirms that the additional dwelling unit will in fact be located in the basement. As we discussed, the dwelling unit must be code compliant. The extension to the back of the house will be a 1-storey mud room, roughly 12' x 16', give or take. Mr. Schell would like the option of placing a window on the north side of the mudroom, but if you are certain that you would not like windows on that side, he stated that he is ok with that also. Mr. Schell also notes that the mudroom will not be the full width of the dwelling, but 'stepped in' from the walls of the existing home.
2. How will the garage be relocated?
 - a. The applicant has indicated that he intends to brace the garage and roll it intact to the new location.
3. What is the garage location in relation to the rear lot line at 71 Elmwood?
 - a. Given the Bell Easement, the applicant has indicated that the garage will be located as shown on the current site plan, that being approximately 10' south of the rear lot line of 71 Elmwood.
4. Does the applicant intend to take down the existing fence that is just beyond the rear lot line of 71 Elmwood?
 - a. No, the applicant has not intentions of taking down that fence.
5. Where will parking in relation to the duplex at 69 Elmwood be located?
 - a. The parking area will be located along the south side of the existing residence, and behind, NOT in front of the house.

6. Does the applicant intend to 'fill' or build up the property?

a. No, at this point the applicant has no intention of filling or building up the property.

I hope you will find these answers satisfactory.

Regards,

Peter Tonazzo, MCIP, RPP
Planner
City of Sault Ste. Marie
99 Foster Dr.
Sault Ste. Marie, ON
P6A 5X6
Tel: 705.759.2780
Fax: 705.541.7165
p.tonazzo@cityssm.on.ca

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This email has been scanned by Barracuda Spam Firewall.. --

Peter Tonazzo

From: con.mazzuca <[REDACTED]>
Sent: Monday, January 20, 2014 11:55 AM
To: Peter Tonazzo
Cc: A - Dino Mazzuca; A - Connie Mazzuca
Subject: Fw: 69 & Rear Elmwood Avenue Application to rezone property from A-2-14-Z

Subject: 69 & Rear Elmwood Avenue Application to rezone property from A-2-14-Z

Dear Council Members:

The CHARACTER OF OUR NEIGHBOURHOOD is at risk for change. At one time, the act recognized and protected R2 zoned residential neighbourhoods. Numerous single family dwelling homes were built in one neighbourhood and townhouses were built in others.

Allowing this application to proceed will show little regard for those of us who came forward to disagree.

There is a policy to follow, which was recently brought to my attention. It mentions that grouping together or mixing styles of properties is beneficial and is encouraged. Having said that, introducing different properties to our neighbourhood should not apply since this act was written or changed in 2005 and our neighbourhood has been in existence well before this time. We should be protected under the old policy, and not thrown into the mix of the new one.

It is the responsibility of council to seriously consider our concerns or comments despite the change in the new act. Comments brought forward from the public living in this zone, need to be heard. From our perspective, further change and mixing is not what EVERY NEIGHBOURHOOD needs. .

This application has been concerning. We are homeowners of 58 Wawanosh Avenue. We purchased our home in 2004, it was because of the area, and the area was approximately 99% constructed back in the 60's.

We already have a developed area with a significant mix! We have a catholic elementary school, a public elementary school, a catholic high school. We have a retirement home, we have apartment buildings. We purchased our home knowing what already surrounded ours. Single family dwelling homes.

Overall satisfaction in purchasing our property was knowing that this neighbourhood would remain untouched for many many years to come and we like it this way. It was mentioned that the vacant property behind the 69 Elmwood Avenue home, WOULD not be built upon and to us this meant that this vacant property acted as a "buffer" separating the existing co-op townhouses on Champlain from the residential homes of the Elmwood, Wawanosh, and Reid Street area.

The value of our home since 2004 has increased as we hope it will continue. We pay our share of heavy priced taxes based on the current assessed value. If we ever need to sell our home, I expect that this neighbourhood remains appealing to the next buyer as it was to us. Adding further townhouses to this neighbourhood mix can certainly risk and even threaten the resale value which would in turn be a negative impact on our family, as their retirement security would be at risk.

I have been told that there is no proof of this happening, however, as a property owner we have a right to protect our neighbourhood from the "unknown" and what change this unknown factor will bring.

We share the same concerns as the surrounding neighbours. Increase in traffic flow, increase of noise, increase of garbage, increase of dog poop, and congestion to the area as well.

It was noted in the agenda, that jurisdiction of such future problems become the responsibility of the police department. Then why create more work for the good men and women who work for the police department, they have bigger problems to police. And why introduce aggravation to the citizens of this neighbourhood and simply not permit construction of these townhouses.

Getting back to increased traffic flow onto Elmwood, at this time, Champlain Avenue does not serve as an entrance or an exit to the future townhouses located on the property behind Elmwood, which is abutting the Coop townhouses already. Why is this?

Since townhouses are recommended to be built on Elmwood, Champlain Avenue already has many. So don't we have enough of these properties in the mix of our neighbourhood already.

It was mentioned to me phone conversation that mixing different properties was to avoid and try to get away from "GHETTO LIKE" NEIGHBOURHOODS. We hope that the city will hold true to this statement. This is not what this application is getting away from. Obviously adding further townhouses is only adding more of the same. Possibly creating more of what the city does not want, GHETTO like neighbourhoods. Also, the city will have succeeded in the further saturation of this area with townhouses and thus "DISTURBING THE CHARACTER OF THIS NEIGHBOURHOOD" with more townhouses and not single dwelling homes..

If our council members end up voting yes to this application, as home owners, we believe that this would significantly alter our residential neighbourhood, style of living. Protecting this R2 zone is essential. I believe that council has the responsibility to the people to say NO to this application. Also, permitting this one application risks opening the doors to future zone applications.

This application is a THREAT to our residential neighbourhood community and this is not why I chose to live on Wawanosh, nor in Sault Ste. Marie, for that matter. Different sized structures are built in larger cities, mainly because of the lack of property to locate townhouses, apartment buildings and shopping malls too. In the past, it has been known that council members have voted NO and shielded our city from undesirable change.

We are humbly asking council to protect our rights, our neighbourhood which we live and keep it the same as what it is now!! I'd like to mention other residential neighbourhoods of "higher valued homes", regardless of rural or city location. Alworth, Sunnyside Beach, Palomino, Birkshire, etc.. I don't see townhouses. I am certain that if townhouses were going to be introduced in these areas, the people would react like the bees react of someone taking their honey! Wawanosh for us is like Alworth, Palomino, Birkshire, or Sunnyside for other people.

Townhouses should be built where there is an abundance of vacant property. Where property is deemed ready for use for townhouse structures.

This would also eliminate the need to DRASTICALLY ALTER the property (69 Elmwood) which is already zoned R2. Knocking down or relocating of garages, or relocating and drastically altering a house to construct a semi. This is not Toronto. Sault Ste. Marie has plenty of vacant properties which can be used to build townhouses, perhaps even in or surrounding the areas of where the solar farms are.

If Mr. Niro is able to tell his own children to "be ware" of the location that of which they purchase their home, to be careful if there is any vacant lots, because some day that vacant lot may just become something that is not appealing to the rest of the neighbourhood.

This statement puts great value and truth to my letter. "A MIX OF PROPERTIES IN OUR PARTICULAR NEIGHBOURHOOD IS NOT NECESSARILY A GOOD THING NOR DOES A MIX PROTECT THE EXISTING CHARACTER OF OUR NEIGHBOURHOOD. AND SHOULD NOT BE ALLOWED IN GOOD CONSCIENCE....

Personally, I would like to sincerely thank Mr. Niro for all of his patience, time and energy during this process. Also, thank you to Mr. Tonazzo for your help and emails which you provided. We have learned alot during this process.

In closing, we hope that council appreciates our letter. We certainly mean no disrespect to the applicants of 69 Elmwood Avenue. We humbly welcome them to the neighbourhood! Regardless of what council decides today, we would like everyone to know that we only wish to continue to live in a FRIENDLY, QUIET, HEALTHY, AND HAPPY NEIGHBOURHOOD with all of our neighbours, new and old.

Thank you very much for your time.

Respectfully

Connie and Dino Mazzuca and family
58 Wawanosh Avenue

A

Ottawa

Room 1120, 151 Sparks Street La Promenade Bldg.
Ottawa, ON K1A 0A6
TEL.: (613) 992-9723
FAX: (613) 992-1954



House of Commons
Canada

Constituency

369 Queen Street East, Suite 100
Sault Ste. Marie, ON P6A 1Z4
TEL.: (705) 941-2900
FAX.: (705) 941-2903

Bryan Hayes

Member of Parliament for Sault Ste. Marie
www.bryanhayes.ca

January 9, 2014

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

Re: Notice of Motion re: Canada Post

Dear Mayor and Council,

Prior to voting on the motion of Councilors Sheehan and Krmpotich specific to Canada Post, I would to make City Council aware of Canada Post's reasoning to return to financial stability and the steps undertaken to reach a decision on their Five-point Action Plan announced on December 11, 2013.

Prior to unveiling *Canada Post's Five-point Action Plan: Ready for the Future*, (https://www.canadapost.ca/cpo/mc/assets/pdf/aboutus/5_en.pdf) Canada Post undertook extensive consultations. The consultation process included over 46 communities across Canada being visited. There were also 868 letters received as well as 3,006 on-line comments. The overwhelming message was that Canadians do not want to support these services through increased taxes. The results of these consultations, found in the report titled *The Future of Canada Post – Our Consultation with Canadians* (http://www.canadapost.ca/cpo/mc/assets/pdf/aboutus/c_en.pdf) formed the basis for the Five-point Action Plan. I trust City Council will find these documents useful in terms of determining support for the proposed resolution.

As you may be aware, since 1981 Canada Post has had a mandate to operate on a self-sustaining financial basis. In consideration of changing habits as a result of today's digital age, Canadians are sending less mail than ever with a typical Canadian family buying only one to two dozen stamps per year. As a matter of fact, since 2008 volumes have dropped by almost 25% per address resulting in a steep decline in revenues for Canada Post. In April of 2013, a Conference Board of Canada study projected a financial loss of close to \$1 billion by 2020 unless Canada Post makes fundamental changes.

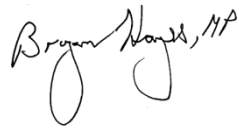
In terms of job losses, Canada Post indicates that it expects 15,000 employees to retire or leave the company over the next 5 years. This is more than enough to allow for the reduction of between 6 and 8 thousand positions, mainly through attrition.

Currently, only 1/3 of Canadians have door to door delivery. The other two thirds, including seniors and the disabled have alternate forms of centralized delivery. It costs significantly more to provide door-to-door service. The typical family only sends 1 to 2 letters per month so a cost increase from 63 cents to \$1.00 would cost the average family approximately \$7.00 per year. The \$1.00 cost per stamp reflects the cost of doing business on a user-fee basis without taxpayer support. In terms of businesses that buy stamps in bulk, the rate will be 85 cents and for those that do substantial business and use a postage meter, the rate will be 75 cents. Once again, the cost increases reflect the cost of doing business.

As a government, we support Canada Post in its efforts to fulfil its mandate of operating on a self-sustaining financial basis in order to protect taxpayers, while modernizing its business and aligning postal services with the choices of Canadians. Furthermore, the government believes this plan for an efficient, modern postal service that protects taxpayers is equipped to meet Canadians' needs now and in the future.

I trust the information provided will assist you in your deliberations.

Regards,

A handwritten signature in black ink, appearing to read "Bryan Hayes, MP". The signature is fluid and cursive, with the letters "B" and "H" being particularly prominent.

Bryan Hayes, MP
Sault Ste. Marie

January 10, 2014



Mayor Debbie Amaroso & Members of City Council

Corporation of the City of Sault Ste. Marie

Civic Centre, 99 Foster Drive

Sault Ste. Marie, Ontario P6A 5X6

Re: Resolution re: Canada Post

Dear Mayor Amaroso and Members of Council:

On January 6th, I was sworn in as president of the Chamber of Commerce for the 2014-2015 term. In my remarks, I suggested to the community that we need to set a strategic direction that is consistent with the values and vision that formed the foundation for the Sault to become the industrial power house that it was in the 20th century.

It was the vision and entrepreneurialism of Francis Clergue that set the stage for Sault Ste Marie to become a major industrial force in the development of Canada. Clergue came to this area in the late 1800's to capitalize on a failed power plant project. From that decision, Clergue built an industrial empire, parts of which still survive today and over the last 125 years created billions of dollars of wealth in the form of wages, pensions, capital investment and tax revenue.

I challenged the community to strike a strategic direction to **become the best place in Canada to do business.** This is a forward looking goal that would require some hard choices in order to be achieved.

On Monday night, council is being asked to consider a motion that will call on the Federal Government to stop the planned changes at Canada Post which include the move to community mail boxes and the increases to postage rates. The councillors putting this motion forward no doubt have their hearts in the right place. They are good people with genuine concerns for their constituents. Seniors and those with mobility issues will be negatively impacted by this decision. Jobs could be lost. They were quoted in the press as stating their belief that the decision made by Canada Post was not well thought out.

To become the best city in Canada to do business, we need to set a tone that is supportive of business decisions and we need to develop a reputation for being a community that knows how to capitalize on change. Canada Post undertook extensive consultation on this issue. It completed months of dialogue with Canadians. It employs 100's of experts in the area of freight cost management. It consulted with major postal services such the US Postal Service and the Royal Mail—both of which are facing similar crises. It will be using attrition wherever possible to reduce the impact of job losses and it is growing another, more profitable part of its business. They are working on programs to assist the elderly and the disabled.

More than 2/3 of Canadians no longer have home delivery. Canada Post's business is changing. They are becoming a package freight carrier more so than a message carrier. Other media have taken over the realm of message traffic. Canada Post needs to build and invest in the package freight business because that is what their customers are demanding.

Continued Next Page.....

***'Your Recognized Voice of
Business in Sault Ste. Marie'***

489 Bay Street, Sault Ste. Marie, Ontario, Canada P6A 1X6
Tel: 705.949.7152 Fax: 705.759.8166
E-mail: info@ssmcoc.com www.ssmcoc.com

As a country, we decided in 1981 that the postal service should not be a government department or part of the social programming. We decided it needed to be its own business entity. The business climate has changed. When that happens a business has to react. The change resulting from that reaction may be difficult but it's necessary.

In the interests of full disclosure, my business includes a Canada Post Outlet. We anticipate that the increase in postal rates will negatively impact our sale of those products but we do believe that we can find ways to reduce those impacts.

Is it possible that this issue can become the impetus for major benefits for our city? Just as a bankrupt power plant brought Clergue to the Sault and ignited the economy of the city, could this change in the Canada Post service model bring about benefits for our community?

To begin to be a city that is seen as the best place in Canada to do business, I would encourage an amendment to the motion that will be before council that includes the following:

1. The City of Sault Ste. Marie is aware of and concerned with the challenges facing Canada Post;
2. The City of Sault Ste. Marie encourages Canada Post to create pilot programs in the city of Sault Ste. Marie to test various methods designed to reduce the impact of the loss of home delivery on the elderly and disabled; and the City of Sault Ste. Marie will work with Canada Post in that regard for the benefit of the whole country;
3. The City of Sault Ste. Marie supports Canada Post in its efforts to grow its package freight business;
4. That the City of Sault Ste. Marie encourages, the Sault Ste. Marie Economic Development Corporation and the Sault Ste. Marie Chamber of Commerce to engage Canada Post in a dialogue to explore how Sault Ste. Marie can help Canada Post succeed in growing the package freight business by:
 - a. Leveraging our position in the approximate geographic centre of the country;
 - b. Leveraging our access to the United States
 - c. Leveraging the relatively low traffic volumes on the Sault Ste. Marie International Bridge
 - d. Leveraging our relatively low traffic volumes at the Sault Ste. Marie International Airport;
 - e. Leveraging the Canada Border Service (Customs) infrastructure in Sault Ste. Marie;
 - f. Leveraging the fact that Sault Ste. Marie is home to Eazy Express which is one of the largest Canada Post package delivery businesses in the country with more than 300 employees; and
 - g. Accessing a ready, willing and under-utilized pool of talented workers.

We need to ask ourselves whether or not we want to spend our time fighting for the status quo in a world that is changing at an ever increasing rate. Or do we want to create the conditions that will allow entrepreneurs to benefit from the opportunities that exist in changes, challenges and crises so that we can provide opportunity and prosperity for our residents.

Sincerely,



Mark Barsanti, President

SAULT STE. MARIE CHAMBER OF COMMERCE

Canada Post boss to seniors: The walk to your community mail box will be good for your health

NP National Post



THE CANADIAN PRESS/Adrian Wyld Canada Post CEO Deepak Chopra arrives at an emergency session of the House of Commons Standing Committee on Transport, Infrastructure and Communities in Ottawa, Wednesday, Dec.18, 2013.

The head of Canada Post has raised eyebrows after suggesting seniors could benefit from the elimination door-to-door delivery because they would get more exercise walking to community mailboxes.

Canada Post president and CEO Deepak Chopra told the House of Commons transport committee Wednesday that his Crown corporation needs to start implementing its controversial plan immediately or risk losing millions of dollars a day.

“We have no time to waste, and we must act now and act with a sense of urgency,” he told the committee in his first public appearance since Canada Post announced last week it would end door-to-door delivery, hike the cost of stamps and reduce the size of its work force over the next five years.

Chopra brushed off questions that elimination of door-to-door delivery would disproportionately hurt seniors and instead suggested regular walks to community mailboxes might actually do them some good.

“Seniors are telling me that ‘I want to be healthy, I want to be active in my life,’” Chopra said.

Liberal MP David McGuinty said the seniors he talks to are more concerned about living independently, which could be made difficult by daily trips beyond their doors for mail.

Canadians with disabilities, postal workers and representatives from small businesses also expressed concerns with Canada Post’s plans and told the committee that the proposed service changes should not be rolled out as planned.

“This is a major radical move that is being contemplated by Canada Post and clearly they need to be reined in,” said NDP MP Paul Dewar after hearing the testimony of concerned stakeholders.

The House of Commons rose for Christmas break the day before Canada Post rolled out its five-year plan on Dec. 11, but transport committee chair Larry Miller, an Ontario Conservative, called an emergency meeting so MPs could discuss the plan.

A Conservative motion passed by the party’s majority on the committee invited Chopra, the postal union, postal experts and representatives from the Council of Canadians with Disabilities to share their views on Canada Post’s plan with members of Parliament for three hours on Wednesday.

The NDP, who put forward a motion for an in-depth study on the plan that would include hearing from Transport Minister Lisa Raitt, said the study proposed by the Conservatives is not enough.

“We have not heard from charitable organizations, we need to hear from them. We have not heard from the minister herself and we need to hear from Minister Raitt. And we need to hear from more Canadians who are deeply concerned about this,” Dewar told reporters after the meeting.

McGuinty agreed that Raitt needs to address the committee before Canada Post begins implementing its plan in the new year.

“I’m very, very shocked that the minister responsible for this corporation didn’t see fit to make herself present today and answer questions,” he said.

One of the most contentious issues debated at the meeting was the end of door-to-door delivery for 5.1 million urban Canadians.

Postal union leader Denis Lemelin, who wants to see Canada Post become self-sufficient through the expansion of its services into areas like postal banking, vowed that “for the people who had delivery at the door, it’s part of their history and we will fight to keep it.”

Bob Brown, who appeared before the committee on behalf of the Council of Canadians with Disabilities, added that the elimination of door-to-door delivery will make mail inaccessible to many Canadians.

“Communal mailbox delivery is inaccessible to those with mobility or vision impairments and will make people with disabilities more dependent upon family and friends to pick up their mail for them,” he said.

Brown also pointed out that people with disabilities face a higher rate of poverty than Canadians as a whole and are less likely to have access to the Internet, which means the increase in stamp prices coming in March will disproportionately affect this group.

“A dollar stamp is fairly significant for a lot of people,” he said.



Postal increases will affect non-profit organizations

HALIFAX – Canada Post’s impending rate increases and the end of urban direct delivery will not only affect homeowners, but will also change the way some charities and non-profit organizations do business.

Hundreds of charities and non-profit organizations are scrambling to understand the impact of the postage price increase set to hit them next year. Many, like Feed Nova Scotia, use large mailouts to canvass for donations, and the higher costs will be a major blow.

“We do a Christmas appeal. We send out about 125,000 pieces of correspondence to donors and hopefully new potential donors,” said Dianne Swinemar, the executive director of Feed Nova Scotia

Swinemar said because it’s unaddressed mail, they get a cheaper rate, but that’s not the case for everything.

“We pay regular postage when we’re doing out receipting, paying our invoices, that sort of thing...so there’s a fair chunk of change that is going for postage,” she said. “But that amount of increase is really going to change our budgeting process for the new year quite substantially.”

The CEO of Easter Seals Nova Scotia said it fears the extra cost will cut into its budget.

“Our direct mail represents approximately 10 per cent of our fundraising effort throughout the year,” said Henk van Leeuwen. “Anytime you incur or absorb any kind of increase or cost to your fundraising, it does have an impact on your bottom line.”

Swinemar said group mailboxes have a negative effect on Feed Nova Scotia’s donations.

“Typically any mail going to group boxes, the return is less and slower,” she said.

Swinemar said because Feed Nova Scotia gets most of its donations from seniors — a demographic that frequently uses letter mail — the community mailboxes will hurt.

“If they are also in a situation where they have to use group boxes where they are not going to be easily accessible, it is going to change what we’re doing,” she said.

Swinemar said she hopes all charities and non-profit organizations appeal to Canada Post for a discounted rate on postage.

<http://www.change.org/en-CA/petitions/don-t-let-canada-post-end-door-to-door-delivery>

An online petition urging Canada Post to reconsider its decision to end door-to-door delivery in urban centres has garnered more than 121,500 signatures.



Susan Dixon, a mother of two young boys from Cambridge, Ont., started a petition to save door-to-door mail delivery on Dec. 15.

The petition was started by Susan Dixon, a mother of two young boys from Cambridge, Ont., on Dec. 15.

“My youngest has cerebral palsy and uses a walker or wheelchair to get around,” [Dixon says in the petition](#). “For me, Canada Post’s decision would mean having to bundle them up and struggle through the snow with a wheelchair just to get our mail.”

Canada Post announced some dramatic changes to its operations last month, including plans to phase out the age-old tradition of home delivery in urban areas. The company said that without postal carriers travelling by foot, it would save a significant amount of money.

“My hope is that they change their minds and really consider what they are going to be doing to people with disabilities,” said Dixon, whose late grandfather — a Second World War veteran — was a mailman.

The petition — posted on the website [change.org](http://www.change.org) — draws attention to anyone in Canada who has limited mobility, such as the elderly or disabled, and the possibly dangerous effects this change could have on their lives.

Only 25 people had signed the petition shortly after it was posted last month, but Dixon said the recent Arctic cold that blanketed most of Central and Eastern Canada has likely reminded people how awful the winter months can be — prompting more than 70,000 Canadians to add their signatures between Dec. 19 and Dec. 23.

With the help of organizers at change.org, Dixon said she will soon be bringing the petition to several executives at Canada Post, including chief executive Deepak Chopra and to the Minister of Transportation Lisa Raitt.

“We’re certainly going to watch that [petition] and any feedback that people put forward,” said Jon Hamilton, a spokesman for Canada Post.

“When we hear about Susan and her issues, we hear those loud and clear and we know we need to be sensitive and understanding in our approach to changes,” he said. “But the status quo is not going to change.”

In December, Chopra brushed off questions that elimination of door-to-door delivery would disproportionately hurt seniors and instead suggested regular walks to community mailboxes might actually do them some good.

“Seniors are telling me that ‘I want to be healthy, I want to be active in my life,’” Chopra said.

“This is a major radical move that is being contemplated by Canada Post and clearly they need to be reined in,” said NDP MP Paul Dewar after hearing the testimony of concerned stakeholders in December.

Malcolm White

From: Joe Krmpotich
Sent: Thursday, January 16, 2014 11:44 AM
To: Malcolm White
Cc: Terry Sheehan; Mayor Amaroso; Steve Butland; Paul Christian; Susan Myers; Pat Mick; Brian Watkins; Rick Niro; Lou Turco; Marchy Bruni; Frank Fata
Subject: FW: Notice of Motion on Canada Post Cuts and Rates

Hi Malcolm, I received this information regarding the Notice of Motion - Re: Canada Post. Please include this information for council review - you can click on the submitted links and print the information. A fax to Councillor Manzo is appreciated.

Sincerely,

Joe Krmpotich
Councillor Ward 6
City of Sault Ste. Marie
Home: 705-949-1321
Cell: 705-542-6835

From: Katherine Steinhoff [ksteinhoff@cupw-sttp.org]
Sent: January 13, 2014 2:40 PM
To: Terry Sheehan; Joe Krmpotich
Cc: George Floresco
Subject: Notice of Motion on Canada Post Cuts and Rates

I understand you have submitted a notice of motion about Canada Post's cuts and rate hikes, and that this motion is expected to be debated at your next council meeting. It is an excellent motion and I wish you luck during the debate.

I have taken the liberty of compiling some information that may be useful to you during discussions at council. Please note that the following letter to Lisa Raitt points out that the federal government is about to review how it handles public postal service. So why is the government letting Canada Post make major changes prior to this review? I would also like to point out that the following fact sheet outlines Canada Post's inadequate consultation process and provides an analysis of the corporation's online consultations. I hope you find this information useful.

Please do not hesitate to contact me if you have any questions or concerns.

Regards,
Katherine Steinhoff
Research and Communications
Canadian Union of Postal Workers

Information on public postal service cuts announced on December 11, 2013

Letter to Lisa Raitt: CUPW condemns Minister Raitt's support for Canada Post plans
http://www.cupw.ca/index.cfm/ci_id/15018/la_id/1.htm

Media release: Canada Post chooses cuts over better options http://www.cupw.ca/index.cfm/ci_id/14993/la_id/1.htm

Fact Sheet: Canada Post chooses cuts, ignores better options http://www.cupw.ca/index.cfm/ci_id/14994/la_id/1.htm

Denis Lemelin's Speaking Notes for the Standing Committee on Transport: December 18, 2013
http://www.cupw.ca/index.cfm/ci_id/15028/la_id/1.htm

Canada Post and Conference Board Myths Debunked http://www.cupw.ca/index.cfm/ci_id/15003/la_id/1.htm

For more information, go to <http://www.cupw.ca>

Canada Post chooses cuts over better options

December 11, 2013 - 11:30

Canada Post / Media Release

For Immediate Release

OTTAWA – Canada Post's decision to end door-to-door mail delivery and dramatically increase stamp prices is short-sighted and foolish. The Canadian Union of Postal Workers is extremely alarmed at this rash decision to gut public postal service for millions of Canadians.

"If this happens, it would be the end of an era for Canada Post," said Denis Lemelin, CUPW National President. "We recognize that Canada Post needs to change, but this is not the way!" CUPW has consistently advocated for innovation and service expansion to create a financially viable and service oriented postal service for the future.

"We are sure we are not alone in disagreeing with Canada Post's plan," said Lemelin. CUPW will stand with those people who resist the elimination of door-to-door delivery.

"We are extremely concerned that these changes will send Canada Post into a downward spiral," said Lemelin. "Furthermore, the skyrocketing stamp prices will make the postal service inaccessible to many people."

CUPW has been vigorously campaigning to bring back and expand postal banking, with growing support from municipalities and groups across the country. Postal banks have been proven to be a solid source of income for post offices and a much needed financial resource for people in other parts of the world.

"Where many postal operators are responding to a changing postal business with innovation, Canada Post is relying on cuts and rate increases," said Lemelin.

CUPW will hold a media conference at its national office, 377 Bank Street in Ottawa, at 1 p.m. today. Denis Lemelin will be available for interviews.

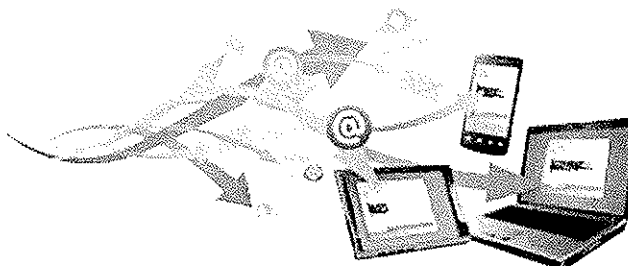
- 30 -

For more information, contact Kevin Matthews, CUPW Communications, at 613-327-1177 or kmatthews@cupw-sttp.org

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CUPW eDigest



Fact Sheet: Canada Post chooses cuts, ignores better options

December 11, 2013 - 13:05

Canada Post / Fact Sheet

Canada Post chooses cuts, ignores better options

The Canadian Union of Postal Workers (CUPW) condemns today's announcement by Canada Post that it will cut public postal service. The corporation has options other than slashing services and should give these options serious consideration.



- Converting door-to-door delivery in urban areas to community mailbox delivery.
- Reducing standards for speed of delivery.

The Conference Board's report did not consider adding

CUPW has compiled information showing there is little support for what Canada Post is doing and considerable support for alternatives to cuts.

revenue-generating financial services as an option for sustaining our postal service. It claimed that Canada's "highly developed financial services sector" would prevent our post office from succeeding in this area.

Background

Canada Post Corporation (CPC) held consultations on the future of our public postal service in 2013. These consultations started the day after the Conference Board of Canada released a report called *The Future of Postal Service in Canada*. This report was paid for by Canada Post. It discussed ways to sustain Canada Post such as increasing postage rates, cutting postal services and lessening or decreasing the wages of postal workers. The service reductions considered included:

- Going to alternate day delivery of mail.
- Replacing public post offices with private outlets or franchises.

However, the report did acknowledge that financial services have been lucrative for many postal administrations. It specifically mentioned Swiss Post while failing to mention that Switzerland also has a highly developed financial services sector.

In addition to working with the Conference Board, Canada Post held more than 100 meetings in about 90 communities and conducted a largely online public consultation on its future, focusing on cuts.

Online and mail-in consultations

From April to October of 2013, Canada Post's website featured a "Future of Canada Post" page where members of the public were invited to answer the

This document is available in Portable Document Format (PDF).
Please click here to download it.



Canada Post and Conference Board Myths Debunked

December 16, 2013 - 16:15

Canada Post / Bulletin

2011-2015/236

Canada Post and the Conference Board of Canada have been out there talking about how much money the post office is losing or about to lose. We are told that the post office's financial situation is the reason the corporation has to make deep cuts, such as eliminating door-to-door-delivery and destroying jobs. Apparently, cutting is the corporation's only option. Read on to find out what's a fact and what's a myth:

1. Canada Post says it has lost lots of money.

Yes, Canada Post is facing financial difficulties, but these difficulties have been exaggerated to prepare the public for major cuts. The corporation lost money in 2011 after being profitable for 16 years. It returned to profitability in 2012. The loss in 2011 was largely due to one-time costs - a pay equity settlement and a benefit increase due to a pension adjustment. It is unclear what the corporation's financial situation is this year.

2. A report by the Conference Board of Canada on the future of Canada Post says our post office is expected to lose close to \$1 billion annually by 2020.

The \$1 billion loss figure was based on the assumption that Canada Post would lose \$250 million in 2012. In fact, the corporation earned \$98 million in (before tax) profit. Incidentally, the Conference Board's report was paid for by Canada Post. Not only that, the president of Canada Post sits on the Board of Directors of the Conference Board of Canada.

3. Canada Post says that only one third of households still get door-to-door delivery (Underlying message: They are a pampered few). The media has interpreted this to mean that two thirds of households *don't* get home delivery.

The fact is that close to two thirds of households (63%) in our country currently get home delivery.

While 33% of households receive door-to-door delivery, another 25% get mail delivered to the entrance of their apartment building and another 5% get delivery to their homes by way of a rural mailbox.

Only 25% of households receive delivery to a community mailbox, group mailbox or kiosk.

Another 12% get their mail through a postal box or by general delivery at a post office.

4. The Conference Board's report claims that Canada's 'highly developed financial service sector' would prevent our post office from making significant profits from postal banking like other postal administrations.

The report acknowledges that financial services have been lucrative for many postal administrations. It specifically mentions Swiss Post while failing to mention that Switzerland also has a highly developed financial service sector.

PostFinance generated 71% of Swiss Post's operating profits in 2012 while Kiwibank generated 70% of New Zealand Post's profits and the banking and insurance arms of the Italian post office brought in 67% of total profits.

The facts speak for themselves.

In solidarity,

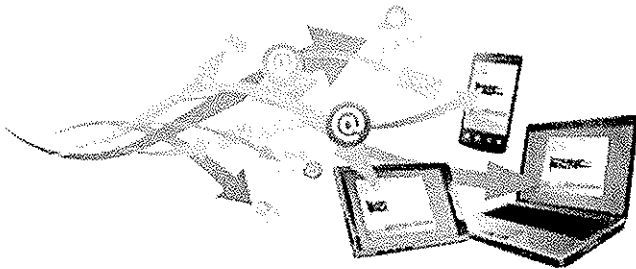
Denis Lemelin
National President

This document is available in Portable Document Format (PDF).
Please click here to download it. 

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CUPW eDigest



Denis Lemelin's Speaking Notes for the Standing Committee on Transport: December 18, 2013

December 18, 2013 - 15:45

Canada Post / Speaker's Notes

NOTES FOR THE STANDING COMMITTEE: DECEMBER 18, 2013

- Thank you for the opportunity to be here and present the views of the Canadian Union of Postal Workers
- We represent all of the thousands of letter carriers who deliver mail every weekday to the doorstep of the millions of people whose service this government wants to cut.
- And I want to begin my remarks by stating that we totally oppose the elimination of door to door delivery and that we plan to organize the population to fight this unnecessary cutback of an important service.
- During the upcoming months we intend to work with the owners of Canada Post Corporation to convince you to overturn this decision.
- We are going to work with the millions of citizens who receive door to door delivery
- We are going to work with community organizations
- We are going to work with our allies in the labour movement
- We are going to work with seniors and disabled people and the organizations that represent them
- We are going to work with small businesses and home based businesses.
- We are going to work with everyone who cares about their postal service to convince you to overturn this very bad decision.
- We think that this is not only a bad decision but also that the decision making process was terribly flawed
- We have to ask why this decision was announced in such a rush just prior to Christmas 2013. Why not wait until the review of the postal Charter which is scheduled for 2014. If that is too long then why did we not have a review in 2013?

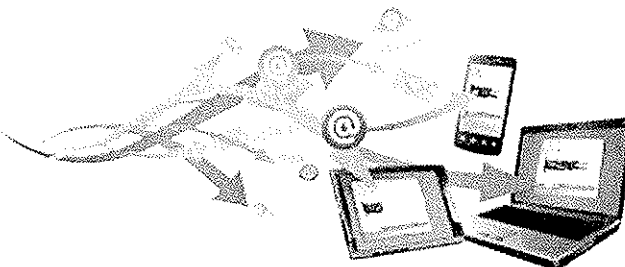
- Also why not wait until the financial results from 2013 were known? Why was there such a rush? Was it because the government is worried that the financial situation of CPC will improve and there will be no justification to make such an announcement.
- We are also concerned about the manner in which the government and the top management tried to justify these cutbacks.
- Repeatedly we have been told that two-thirds of the population already have mail delivered by community mailboxes so what is the problem? The problem is that this statement is not true. Just look at the information from the 2012 Annual report of Canada Post Corporation.
- Altogether there are 15.3 million addresses served by CPC
- 25% of these residents live in apartment buildings where the mail is delivered inside the door. They do not have to go outside and walk or drive to a community mailbox.
- 33% receive door to door delivery
- 5% receive delivery to a rural mailbox located at the end of their driveway.
- 12% have general delivery where they pick up their mail in a post office facility
- And 25%, yes only 25% currently receive their mail at a community mailbox, group mailbox or kiosk. And let us be clear. All of these people knew they would receive this form of delivery when they decided to live at their current address. If the government's plan goes through the number of people that have to walk or drive to get their mail will increase by 132%
- This government is trying to change the rules for more than one-third of the population. Without consultation. Without agreement. And all of these people are the owners of Canada Post Corporation.
- This is no way to treat people, especially the many people who will have difficulty or even find it impossible to walk to their CMB to pick their mail.
- We also heard many other excuses to justify cutbacks. We heard lots of statements from Canada Post management and the government about the solvency deficit of the CPC Pension Plan. Yet not once did we hear them say that the plan actually has a surplus on a going concern basis. Now CPC has a four year exemption from solvency payments and we will see if, by that time the long term interest rates have gone back up to their historic average levels. If so this solvency deficit will no longer be an issue.
- You should be aware that CUPW and CPC are currently in discussions on the pension issue and in fact it was CUPW that proposed establishing a joint task force to examine the pension. Whatever happens with interest rates you can be sure that CUPW will assume our responsibilities and deal with the issue.

- In the discussion of these cutbacks we have heard lots about the estimate of the Conference Board, in a report paid for by Canada Post, that CPC would lose \$1billion in 2020. I would like to ask all of you if you have read this report. Because if you did you will see that the Conference Board based their 2020 estimate on the assumption that CPC would lose \$250 million in 2012. Were they correct? No. CPC actually made \$94 million in 2012. If the Conference Board can be so wrong about 2012 what makes anyone confident they are right about 2020?
- We have also heard a lot about the current financial situation of Canada Post and the decline of letters. Yet we hear very little of the fact that Canada Post made more than \$90 million in profits last year. And hundreds of millions of profits in 2010 and 2009. In fact the only year Canada Post has lost money was the year that they had to pay hundreds of millions of dollars for a ten year old pay equity settlement and also that year they shut down the post office for two weeks when they locked out postal workers. With the exception of that year CPC has been profitable in ever year since 1995. During the years of profitability CPC returned over \$1.5 Billion to the federal government in the form of dividends and income taxes.
- This year we do not know what will happen. We hear CPC talk about record parcel volumes. But we know there is also a decline in letters. We accept the fact that things are changing.
- However we cannot understand why Canada Post will not follow the example of post offices in the UK, in France, in Italy, in Switzerland and in many other countries, which are currently either beginning a banking service or expanding their existing services.
- Today we have thousands of communities with a post office but no bank; we have hundreds of thousands of citizens without bank accounts. Why is it that the management of all of these other postal administrations has the imagination to expand their financial services and ours does not? We need innovation not excuses for failure.
- In closing I want to repeat our promise that the CUPW will do everything possible to stop these cutbacks. This is not the first time that a Conservative government has tried to destroy postal services. In 1988 the Conservative government of Brian Mulroney announced it would privative and closes every post office except for eleven. We fought against this for four years. We organized and worked with the people in every region and eventually the Conservatives were defeated and the Liberal government introduced the moratorium on rural postal closures. It is because of our organization that we still have thousands of post offices open to serve the population. Today we have a new challenge and once again our union will commit itself to preserving the public postal service.

Stay connected. Stay informed.

Get the latest information from CUPW delivered right to your inbox.

CUPW eDigest



Rachel Tyczinski

From: Malcolm White
Sent: Monday, January 20, 2014 9:31 AM
To: Rachel Tyczinski
Subject: FW:
Attachments: 2014-01-16-FCM_resolution_Canada_Post.pdf

From: Joe Krmpotich
Sent: Friday, January 17, 2014 3:34 PM
To: Malcolm White; Mayor Amaroso
Cc: Terry Sheehan; Steve Butland; Paul Christian; Susan Myers; Pat Mick; Brian Watkins; Rick Niro; Lou Turco; Marchy Bruni; Frank Fata
Subject:

Hi Councillors and Malcolm, the attached resolution was passed by the City of Victoria. **Door to Door Postal Delivery.**

This is an excerpt from an email from Victoria City Councillor Ben Isitt:

"The attached resolution was carried unanimously at Victoria City Council on Thursday night. CUPW Victoria Local president Janet Birney addressed City Council prior to the approval of the resolution. A video of Janet's address and the council debate (consisting of my motivation followed by the unanimous vote) can be found on the City of Victoria's website, likely posted by Friday afternoon:
http://victoria.ca.granicus.com/ViewPublisher.php?view_id=2."

Sincerely,

Joe Krmpotich
Councillor Ward 6
City of Sault Ste. Marie
Home: 705-949-1321
Cell: 705-542-6835



Council Report

Date: January 16, 2014 **From:** Councillor Isitt
Subject: Door-to-Door Postal Delivery in Canada

MOTION

BE IT RESOLVED THAT Victoria City Council approve the following resolution for consideration by the Federation of Canadian Municipalities Board and at the annual conference of the Federation of Canadian Municipalities:

WHEREAS local governments in Canada have a direct financial interest in the security and stability of Canada's postal system, to ensure reliable communications with rate-payers and certainty in the timely payment of taxes and other fees;

AND WHEREAS Canada Post, a consistently profitable Crown Corporation, has announced its intention to eliminate residential door-to-door mail delivery in Canada, calling into question the stability of Canada's postal system, the certainty of communications and payments, and the reliability of business transactions;

AND WHEREAS this proposed change would entail the downloading of responsibilities, costs, and liabilities to local governments, including requirements for municipal land and rights-of-way, infrastructure such as paving and lighting, and policing related to vandalism, graffiti and mail theft;

AND WHEREAS this fundamental change to Canada's communications system is unprecedented in the G7 countries and has been announced in the absence of any meaningful consultation with local governments, Canada Post customers or postal workers;

THEREFORE BE IT RESOLVED THAT the Federation of Canadian Municipalities request that the Federal Government direct Canada Post to maintain the current system of residential door-to-door postal delivery in Canada.

BE IT FURTHER RESOLVED THAT Council direct staff to forward this resolution to other local governments in Canada for whom contact information is readily available, requesting favourable consideration of this resolution to FCM.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "B. Isitt", written over a faint blue rectangular stamp.

Councillor Isitt

[In a major announcement Wednesday](#), the Crown corporation said it will phase out home mail delivery service to urban customers. Almost 10 million Canadian households already don't have mail delivered right to their doors, and the latest news will affect the other five million households in the country.

Canada Post changes, by the numbers:

- Switch to community mailboxes will save \$400 million-\$500 million per year.
- New price of stamps will make \$160 million-\$200 million more per year.
- Opening more franchise post offices will cut \$40 million-\$50 million in losses per year.
- "Streamlining operations" will save \$100 million-\$150 million per year

Source: Canada Post

By switching to a system where mail receivers will go to community mailboxes (CMBs) to retrieve their letters, the mail service hopes to save hundreds of millions of dollars per year.

Part of that will come in labour savings, and the changes outlined Wednesday were very much made with an eye toward embracing a future with a major reduction in letter carriers.

CANADA POST MAIL DELIVERY COSTS

DELIVERY METHOD	NUMBER OF ADDRESSES*	% OF TOTAL ADDRESSES	AVERAGE ANNUAL COST PER ADDRESS	* AS OF DEC. 31, 2012
Door-to-door	5,083,963	33%		\$283
Centralized point (e.g. apt. lobby lockbox)	3,797,444	25%		\$127
Group mailbox, community mailbox, kiosk	3,929,896	25%		\$108
Delivery facility (postal box, general delivery)	1,787,025	12%		\$59
Rural mailbox	739,411	5%		\$179
All methods	15,337,739	100%		\$168

SOURCE: CANADA POST 2012 ANNUAL REPORT

THE CANADIAN PRESS

- [Canada Post lost \\$104M in the second quarter](#)

The postal service says the average age of its employees is 48, and it expects as many as 15,000 Canada Post workers plan to voluntarily leave the company in the next five years. "This is more than enough to allow for the reduction of between 6,000 and 8,000 positions, mainly through attrition," Canada Post said in the news release.

Canada Post's largest union, the Canadian Union of Postal Workers (CUPW), came out strongly opposed to the plans, calling them "the end of an era for Canada Post."

"We recognize that Canada Post needs to change, but this is not the way," union president Denis Lemelin said.

"We are sure we are not alone in disagreeing with Canada Post's plan," said Lemelin. "We are extremely concerned that these changes will send Canada Post into a downward spiral."

The union pitched the idea of postal banks — where local post offices offer rudimentary banking services for customers — as a better option, noting that several nations have tried that approach with some success.

At the end of the 2012 fiscal year, Canada Post employed 68,000 and the company said it expects to continue to reduce its unionized workforce by at least 10 per cent over the next decade, so a reduction of between 6,000 and 8,000 positions is right within that range.

Pension changes

In addition to service changes, the Crown corporation also announced a major overhaul to its pension plan.

Canada Post has about \$17 billion in assets in its pension plan, but also has a \$6.5-billion solvency deficit.

That sort of deficit would normally be solved by making special payments to top up the plan, something Canada Post is not in a good financial situation to do at the moment. The core mail operations have been losing hundreds of millions of dollars per quarter for several quarters in a row.

- **[Canada Post by the numbers](#)**

In a separate release Wednesday, the federal government said it was granting the postal service permission to not have to make those special payments for the next four years, in the hopes the service can alter its operations enough to overhaul its finances and make up the gap.

"The regulations provide Canada Post with more time to pay off its significant pension deficit so that it can restructure its operations for long-term viability," said Kevin Sorenson, the minister of state for finance.

Executive compensation will be restricted while that window remains in effect, Sorenson said.

"Canada Post will also take the necessary steps to permanently address the sustainability of its pension plan," the Crown corporation said in a release.

From theft to litter: Canada Post's delivery phase-out presents hurdles

[Tu Thanh Ha](#)

The Globe and Mail

Published Thursday, Dec. 12 2013, 1:38 PM EST

Last updated Thursday, Dec. 12 2013, 4:07 PM EST

People in new suburban developments or in rural areas are unlikely to feel sympathy for all the city dwellers who will have to trudge to a community mailbox to pick up their parcels and Christmas cards, now that Canada Post says it will phase out all door-to-door delivery within the next five years.

More Related to this Story

- [Mail delivery cutbacks a calculated risk for Conservatives](#)
- [Campbell Clark Canada Post's dwindling delivery is bad for Tories](#)
- [IPO would help Canada Post unlock value](#)

However, inconveniencing city slickers will not be the only headache when Canada Post switches all households to super mailboxes. The Crown corporation has released few details about how it will make the conversion, saying only that the specifics still have to be worked out. Here are three hurdles it can expect:

LOCATION

The most obvious challenge is that in the cities, there will be more households squeezed into less space. In the Trinity-Spadina downtown district in Toronto, for example, there is a population density of 10 thousand people per square kilometre.

A spokesman for Canada Post told The Globe and Mail that community mailboxes could be in an apartment-block foyer, or would be in an outdoors public property, such as a park or a sidewalk.

How that will be done is unclear.

Toronto City Councillor Janet Davis said her city's sidewalks are already cluttered with bus shelters, utility boxes, bicycle stands and newspaper boxes. "I don't how we're going to accommodate anything else."

In Montreal, large parts of the city are packed with row houses and duplex and triplex apartments, meaning a lot of people are shoehorned into each city block, with no apartment building lobby that could be used as a mailbox site. "Where are they going to put the damn boxes?," Mayor Denis Coderre

said.

"With the population density we have in the old neighbourhoods in Montreal, it's going to take a lot of mailboxes that obviously will have to be in a public space," Montreal city councillor Richard Bergeron told reporters.

"What is public space? The sidewalks. We'll have to carve out parking space for the delivery trucks. What is our city going to look like after this?"

In addition, there are some safety standards that have to be met.

In new developments, Canada Post requires that community mailboxes "should be located a minimum of nine metres from intersection corners so as not to hamper driver visibility."

In Halifax, the municipal "Red Book," which outlines infrastructure specifications, goes even further. [It requires \[http://www.halifax.ca/designcon/design/documents/SummaryofChanges.pdf\]](http://www.halifax.ca/designcon/design/documents/SummaryofChanges.pdf) that community mailboxes not be within 30 metres of an intersection with traffic signals.

Furthermore, there are accessibility guidelines to follow. The city of Toronto, for example, [requires that community mailboxes \[http://www1.toronto.ca/static_files/equity_diversity_and_human_rights_office/pdf/accessibility_design_guidelines.pdf\]](http://www1.toronto.ca/static_files/equity_diversity_and_human_rights_office/pdf/accessibility_design_guidelines.pdf) have a ramp for people in wheelchairs

SAFETY

Canada Post says the switch to community mailboxes will make delivery safer because parcels will no longer be left unattended on a porch or at a doorstep.

However, there is evidence that rural and suburban communal boxes are becoming a one-stop target for identity thieves.

With the decline of traditional letter-writing, a large proportion of mail nowadays is made up of government cheques, identity documents and credit cards.

Less than two weeks ago, the Ridge Meadows RCMP detachment in the B.C. Lower Mainland, said it would step up patrols around community mailboxes after receiving a number of [reports of mail theft \[http://ridgemedows.rcmp-grc.gc.ca/ViewPage.action?siteNodeId=466&languageId=1&contentId=29384\]](http://ridgemedows.rcmp-grc.gc.ca/ViewPage.action?siteNodeId=466&languageId=1&contentId=29384).

In nearby Langley, mail theft was so rampant that the township council passed a resolution in October asking Canada Post to provide more secure community mailboxes.

"There have been many break-ins at community mailboxes in our Langley community and other communities throughout British Columbia many of these break-ins were not anticipated by Canada Post, and consequently the community mailboxes were not designed or constructed to prevent vandalism and any type of mail theft," the resolution said.

LITTERING

Households that are switched to community mailboxes will keep receiving the same mail – which includes flyers and direct-marketing pamphlets. Communal mailboxes end up littered with unwanted junk mail.

In Vaughan, north of Toronto, the city has struggled with the litter problem for nearly a decade. A fast-growing bedroom community, Vaughan has hundreds of super mailboxes and found that people either tossed away flyers or shoved unwanted mail in the gaps between each box.

The city complained to Canada Post in 2004 but the federal corporation refused to clean up or provide garbage bin. Nine years later, the problem remains. Last month, councillors were still debating complaints of littering and were considering a \$26,000 pilot project to clean up the mess at some of the community mailboxes.

More Related to this Story

- [Michael Babad Snow, rain and gloom of night won't stop the post office. But e-mail, I M will](#)
- [Dave Morris Canada Post finally rejects a business model that can't deliver](#)
- [Postal service Canada Post phasing out home mail delivery, raising rates](#)
- [Mailboxes Everything you need to know about community mailboxes](#)
- [Business Small businesses to take a big hit from Canada Post's delivery change](#)
- [Poll: Canada Post's decision to phase out urban delivery is...](#)

BY MAIL AND EMAIL

January 17, 2014

Mr. Joe Krmpotich, Member of Council
13 Winfield Drive
Sault Ste. Marie, ON
P6C 2N2

Dear Mr. Krmpotich,

We are writing to point out that Mr. Barsanti's "Challenge to Capitalize on Change" gets the facts very wrong. Canada Post's management, backed by the federal government, has been putting out misleading information for some time now in order to justify cuts to Canada's public postal service that will hurt municipalities, communities and your constituents. We should not take Mr. Barsanti's and Canada Post's claims at face value when the future of our postal service is at stake.

Canada Post did not, as Mr. Barsanti claims, undertake "extensive consultation on this issue" or engage in much dialogue. Instead, the corporation held invite-only meetings in just 46 communities and conducted online public consultations on its future, focusing on cuts. When asked to produce the concrete results of those consultations, CEO Deepak Chopra balked, maintaining instead that seniors told him they wanted exercise. For Mr. Chopra and Mr. Barsanti, seniors appear to be mythical creatures, like unicorns. Did Mr. Chopra actually consult with seniors? We are almost certain he didn't. The seniors we are hearing from every day are furious and rightly so.

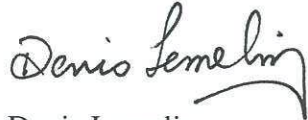
While Mr. Barsanti insists that Canada Post is strictly a "business entity," ignoring its mandate to serve the public, he also conveniently ignores the fact that Canada Post as a Crown corporation has actually been profitable for the past 17 of the 18 years with the exception of 2011, the year it locked out its workers and had to settle a pay equity case worth over \$200 million. We should ask: why this rush to decimate a business that is turning a profit? Why aren't we waiting until the government's postal charter review, which is scheduled to happen this year, to find out what people want from our postal service?

Mr. Barsanti envisions individual business owners enriching themselves on the ruins of our postal service. This is what he means by capitalizing on change. Why not capitalize instead on Canada Post's vast infrastructure and networks in order to create a better public service for all of us?

For example, we have been urging Canada Post to consider postal banking. I have attached, for your interest, a study published by the Canadian Centre for Policy Alternatives called *Why Canada Needs Postal Banking*. It points out that postal banking is generating significant profits in many other countries.

Now there's a challenge worth supporting.

Sincerely,



Denis Lemelin
National President
Canadian Union of Postal Workers

c.c. National Executive Committee
 Regional Executive Committees
 National Union Representatives
 Regional Union Representatives
 Specialists

/bk cope 225

Rachel Tyczinski

From: Malcolm White
Sent: Monday, January 20, 2014 1:03 PM
To: Rachel Tyczinski
Subject: FW: City Council Resolution

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

From: Joe Krmpotich
Sent: Monday, January 20, 2014 1:01 PM
To: Malcolm White
Subject: FW: City Council Resolution

Hi Malcolm, please ensure this email is attached to the addendum regarding the Post Office.

Sincerely,

Joe Krmpotich
Councillor Ward 6
City of Sault Ste. Marie
Home: 705-949-1321
Cell: 705-542-6835

From: CAPUTO, Pino [pino.caputo@canadapost.postescanada.ca]
Sent: January 16, 2014 6:29 PM
To: Joe Krmpotich
Cc: Terry Sheehan
Subject: RE: City Council Resolution

Hi Mr. Krmpotich,

Thank you for advising us of the January 6 Notice of Motion moved by Councillor Sheehan regarding Canada Post's Five Point Plan that was announced in December.

The plan addresses the structural issues caused by the rapid and ongoing decline in the volume of traditional letter mail. The initiatives set forth in it are worth between \$700 million and \$900 million a year in financial benefits once they are fully implemented. It is projected that this will help Canada Post to return to financial sustainability by 2019. Without significant change, Canada Post was projected to start losing \$1 billion per year by 2020. The Five Point Plan gets us back on track to meeting our two core mandates; to be financially self-sufficient without taxpayer funding and to provide postal services that meet the needs of Canadians.

One of the key initiatives in the plan is that over the next five year period commencing in late 2014, Canada Post will convert the approximately one third of Canadians households that currently receive door to door delivery to community mailboxes. The first neighbourhoods to be converted will be announced once plans for this initial stage are finalized. Conversions on this scale are a multi-step process. Canada Post is committed to keeping communities informed at every stage and to communicate with all affected customers throughout the process to ensure they are informed and prepared for the transition. Canada Post will continue to work closely with municipalities to identify appropriate sites for community mailboxes as we have for the last 3 decades. While we are not available to attend the meeting next week we promise to keep you informed of our plans as they develop.

Regards,
Pino

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

From: Joe Krmpotich [mailto:j.krmpotich@cityssm.on.ca]
Sent: January 14, 2014 10:40 PM
To: CAPUTO, Pino
Cc: Terry Sheehan
Subject: City Council Resolution

Hello Mr Caputo, as a courtesy I thought it was appropriate that I extend a request for you or an alternate to attend City Council's meeting Jan. 20th/14.

This past Jan. 6th. a Notice of Motion was Moved by Councillor Sheehan and I regarding City Council call on the Government of Canada to stop the devastating cuts to our postal service. As mentioned above the resolution is expected to be reviewed City Council Monday Jan. 20/14.

If you are interested in making a statement and or presentation it's important the City Clerk's office is aware soon as possible.

Sincerely,

Joe Krmpotich
Councillor Ward 6
City of Sault Ste. Marie
Home: 705-949-1321
Cell: 705-542-6835

Malcolm White

From: Nancie Scott
Sent: Thursday, January 16, 2014 12:59 PM
To: Terry Sheehan; 'terry-sheehan@hotmail.com'
Cc: Malcolm White
Subject: Canada post

Hello Terry,

In follow-up to our conversation this morning I can confirm that Canada Post did not consult the Accessibility Advisory Committee or this office regarding the planned reduction to the postal service. I was unaware of this until I saw the media coverage on the announcement.

Take care,

Nancie

Nancie Scott
Accessibility Coordinator
City of Sault Ste. Marie
Accessibility Center, 260 Elizabeth St.
Sault Ste. Marie, ON
P6A 6J3

705-541-7310
705-541-2815 (TTY)
705-759-5440 (FAX)
Email n.scott@cityssm.on.ca

Corporate Criminal Liability 2004-2013

By Robert Champagne, Legal Counsel

**United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied
Industrial and Service Workers International Union**

October 16, 2013



Summary

Amendments passed in 2004 to the *Criminal Code* of Canada to make it easier to impose criminal liability on corporations for serious workplace injuries and fatalities are being woefully underutilized. There have been only three successful prosecutions under the Westray amendments to date. Sentences issued in these prosecutions have been paltry. Serious workplace injuries and fatalities continue to occur at alarming rates.

Governments can take concrete steps to better enforce the Westray amendments in order to hold corporations liable for their criminally negligent actions.

The Westray Mine Disaster

In 1992, 26 miners died at the Westray mine in Pictou County, Nova Scotia as a result of an explosion caused by a build-up of methane gas and coal dust. Only 15 miners' bodies were ever recovered.

The Government of Nova Scotia called a Public Inquiry to investigate the causes of the disaster. Justice Peter Richard presided over the Public Inquiry, which heard 76 days of testimony.

Justice Richard's concluded that the explosions and the workers' deaths resulted from a combination of corporate neglect and mismanagement, as well as government bungling and indifference. His key findings were:

- the mine's Internal Responsibility System for health and safety had failed
- mine managers blatantly disregarded health and safety regulations
- mine managers intimidated and coerced miners with threats and firings
- mine management emphasized production at the expense of safety
- government inspectors and officials failed to carry out their oversight responsibilities

Justice Richard made more than 70 recommendations to improve workers' health and safety, including a recommendation that the Government of Canada amend the *Criminal Code* to ensure that corporations and corporate executives be held accountable for workplace safety.

The Westray Amendments to the *Criminal Code* of Canada

No individual or corporation was ever successfully prosecuted for the workers' deaths at the Westray mine. At the time, Canada's *Criminal Code* made it difficult to hold corporate executives and corporations criminally liable for serious workplace injuries and fatalities.

For over a decade, Westray family survivors and the labour movement, particularly the United Steelworkers, lobbied the federal government and Members of Parliament to amend the *Criminal Code* to make it easier hold corporate executives and corporations criminally liable for serious workplace injuries and fatalities.

In 2004, Parliament unanimously adopted the Westray amendments to the *Criminal Code*. The Westray amendments are primarily focussed on the offence of criminal negligence.

The Westray amendments make it easier to hold corporations liable for criminal negligence by:

- creating a new legal duty (s.217.1) that all persons directing work, or having the authority to direct work, must take reasonable steps to prevent bodily harm arising from work, and
- creating rules (s. 22.1) for attributing liability to organizations for the acts of their representatives which are criminally negligent.

In brief, if a person with the duty to take all reasonable steps to prevent bodily harm to a worker fails to do so, and in failing to do so acts with wanton or reckless disregard for the life and safety of the worker, then that person is guilty of criminal negligence (s. 219).

If one or more representatives of a corporation commit criminal negligence and a senior officer (or officers) of the corporation departs markedly from the standard of care that could be reasonably expected to prevent the representative from committing criminal negligence, then a corporation can be convicted of criminal negligence (s.22.1).

Penalties for a conviction for the indictable offence of criminal negligence under the Westray amendments are:

Individuals

- Injury - 10 years in prison
- Death - life in prison
- Unlimited fine and 15% victim surcharge

Corporations

- Criminal record
- Probation
- Unlimited fine and 15% victim surcharge

Application of the Westray Amendments

Between 2004 and 2013, the Westray amendments to the *Criminal Code* have been utilized in only 10 cases to bring criminal negligence charges in cases of serious worker injury and death. In those 10 cases, criminal negligence charges were brought against five corporations and twelve individuals.

As of mid-2013, there have been only three successful prosecutions under the Westray amendments – two in Quebec and one in Ontario. Those prosecutions resulted in the conviction of two corporations and one individual. Sentences have been relatively minor.

- R v. Transpave – employee of concrete product manufacturer crushed to death; disabled guarding system, no inspection system, inadequate safety training

Sentence: \$100,000 fine, plus \$10,000 victim surcharge

- R v. Scrocca – employee of landscape contractor crushed to death by backhoe; failure to maintain multiple braking systems
Sentence: 2 years, less a day, to be served in the community, subject to conditions including a curfew
- R v. Metron – 4 employees killed, one seriously injured, after collapse of faulty swing stage scaffold; employees not wearing safety lifelines
Original sentence at trial: \$200,000 fine, plus \$30,000 victim surcharge
Sentence on appeal: \$750,000 fine, plus \$112,500 victim surcharge

Charges have been withdrawn in four cases; acquittals followed trials in two cases; charges in two cases were stayed by the Crown, including one charge laid as a result of a private prosecution brought by the United Steelworkers; one charge against an individual is pending.

Workplace Fatalities in Canada Continue at Alarming Rate

Between 900 and 1000 workers die in workplace deaths in Canada every year.

- 1993 – 2011 : 17,062 workplace deaths (average of 898 workers deaths per year)

* Source: Canadian Centre for Occupational Health and Safety

Reasons Why the Westray Amendments Are Not Being Utilized More

Key reasons for the under-utilization of the Westray amendments:

- The consequences and criminal significance of serious workplace injuries and fatalities have not penetrated the consciousness of police, Crown attorneys, and provincial health and safety regulators. There is a prevalent belief that serious workplace injuries and deaths are matters for provincial regulatory response and not criminal sanction. The evolution of thinking on the need to prosecute impaired driving offences and domestic violence demonstrates an important parallel.
- Police and Crown attorneys face a lack of knowledge, education, training and resources in utilizing the Westray amendments.
- There is a lack of cooperation and coordination amongst health and safety regulators, police and Crown attorneys in the investigations of serious workplace injuries and fatalities.
- Governments and employers continue to push an agenda of deregulation which undercuts the desire and means to hold corporations liable for their criminally negligent actions which result in serious workplace injuries and deaths.

What is Needed for Better Enforcement of the Westray Amendments?

- Health and safety regulators, police and Crown attorneys need education and training about the Westray amendments and their application.
- Attorneys General need to curtail Crown attorney discretion to not prosecute for criminal negligence in cases of serious workplace injuries and fatalities.
- Dedicated Crown prosecutors are needed to criminally prosecute cases involving serious workplace injuries and fatalities.
- Police investigations should be mandatory in all cases involving a serious workplace injury or fatality.
- Police need education and training in carrying out workplace accident investigations.
- Health and safety regulators must be directed to reach out to police when Westray amendment charges may be in order.
- A written protocol is needed to coordinate the efforts of health and safety regulators, police, and the Crown in dealing with cases of serious workplace injuries and fatalities.
- Dedicated and coordinated teams of health and safety regulators, police and Crown Attorneys should work on the application of the Westray amendments.
- Greater financial resources need to be provided to police and Crown attorneys to help ensure proper application of the Westray amendments.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-16

AGREEMENT: (E2.3) A by-law to authorize an agreement between the City and Tulloch Engineering Inc. for design and contract administration for the reconstruction of bridges 12, 13, 14 and 15 on Base Line and Town Line Road, for an estimated fee of \$321,000 with funds from the 2014 capital budget, Prince Township and the Municipal Infrastructure Investment Initiative (MII) grant.

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 6, 2014 between the City and Tulloch Engineering Inc. for design and contract administration for the reconstruction of bridges 12, 13, 14 and 15 on Base Line and Town Line Road, for an estimated fee of \$321,000 with funds from the 2014 capital budget, Prince Township and the Mill grant.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

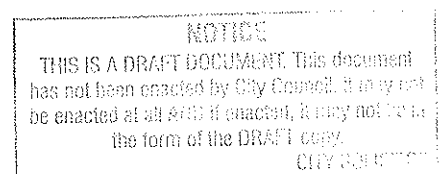
This by-law takes effect on the day of its final passing.

PASSED in open Council this 20th day of January, 2014.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

cf \\CITYDATA\\LEGAL\\STAFF\\BYLAWS\\2014\\2014-16 Agreement Tulloch



Schedule "A"

AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

MEMORANDUM OF AGREEMENT

Dated the 6th, day of January A. D. 2014

-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 replace four (4) aging bridges structures, two (2) on Town Line Road between Second Line Road and Base Line Road, and two (2) on Base Line Road between Airport Road and Town Line.

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 or Class Environmental Assessment:

1. Preparation and recommendation of alternative concepts and designs for bridge replacement considering geometrics, property, cost and environmental features.
2. Development and recommendation of horizontal and vertical alignments for the Project on a plan scale acceptable to the Client, where applicable.
3. Proposed typical sections for the roadway, including number of lanes and other cross section elements.
4. Existing soils data shall be assembled and evaluated. If necessary, additional soils investigation program shall be carried out to obtain sufficient data to permit appropriate decisions to be made during the preliminary design stage.
5. Correspondence with governmental ministries, agencies and other public authorities for design information.

6. General hydrologic and hydraulic requirements including an assessment of river morphology, as required.
7. Preliminary property and right-of-way requirements.
8. Major utility installations and adjustments.
9. Survey work necessary for the provision 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.
10. Preparation of structural site plans with necessary geometric design data for structural design purposes.
11. 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 to the 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 may be assigned to the Consultant 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.

3.3.2 Upset Limit

The Consultants total fee for the assignment will not be exceeded without the approval of the client. The upset limit shall be \$321,000.00.

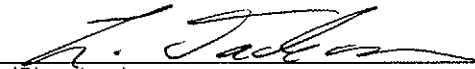
SIGNED, SEALED AND DELIVERED

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. Fee estimate is contingent on the four (4) bridges being designed and constructed concurrently.

Bridge No. 12 – Town Line Road	\$31,000.00	\$36,000.00	\$67,000.00
Bridge No. 13 – Town Line Road	\$34,000.00	\$36,000.00	\$70,000.00
Bridge No. 14 – Base Line Road	\$47,000.00	\$46,000.00	\$93,000.00
Bridge No. 15 – Base Line Road	\$47,000.00	\$44,000.00	\$91,000.00
Total Estimated Fee			\$321,000.00

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:

General Manager / Principal	\$150.00/hour
Project Manager / Senior Engineer	\$120 - \$130/hour
Intermediate Engineer	\$100 - \$120/hour
Engineering Intern/Junior Engineer	\$70 - \$90/hour
Senior Technician / Designer	\$80 - \$100/hour
Intermediate Technician / Designer	\$70 - \$80/hour
Junior Technician / Designer	\$60 - \$70/hour
Sr. Inspector	\$70 - \$90/hour
Jr. Inspector	\$60 - \$80/hour
CAD Operator	\$60 - \$80/hour
Administrative	\$50 - \$65/hour

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-21

AGREEMENT: (AG-123) A by-law to authorize the execution of a Renewal Agreement between the City and Shell Canada Limited and Suncor Energy Inc. authorizing an extension to the Crossing Agreement between the City and Texaco Canada Limited dated April 26, 1973, which agreement was renewed on April 29, 1992 and assigned to Shell Canada Limited and Suncor Energy Inc. on August 17, 1992.

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 Renewal Agreement attached as Schedule "A" hereto. This agreement extends the term of the original agreement which granted a licence to construct, maintain and operate a railway siding and underground pipeline, in, across, along and under McNabb Street to December 31, 2033.

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 20th day of January, 2014.

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
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RENEWAL AGREEMENT

This agreement made as of the 27th day of ^{December}~~November~~, 2013.

BETWEEN:

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

(hereinafter called the "City")

OF THE FIRST PART

and

SHELL CANADA LIMITED
SUNCOR ENERGY INC.

(hereinafter collectively called "Owners")

OF THE SECOND PART

WHEREAS the City and Texaco Canada Limited entered into an agreement made the 26th day of April, 1973 with respect to the granting of a licence to Texaco Canada Limited to construct, maintain and operate a railway siding and underground pipeline in, across, along and under McNabb Street, in accordance with the agreement renewed April 29, 1992 as set out in Appendix A attached hereto (the "Crossing Agreement");

AND WHEREAS Imperial Oil Limited acquired all the shares of Texaco Canada Limited on April 19, 1989;

AND WHEREAS Shell Canada Limited and Petro-Canada acquired the lands and terminal at 1010 McNabb Street, Sault Ste. Marie (the "Terminal") on August 17, 1992 as tenants in common. The Crossing Agreement is used in connection with the operation of the Terminal. At the time of the purchase of the Terminal, Shell and Petro-Canada received an assignment of the Crossing Agreement from Imperial Oil Limited;

AND WHEREAS Suncor Energy Inc. is the successor of Petro-Canada and whereas Shell Canada Limited and Suncor Energy Inc. are collectively hereinafter referred to as the Owners;

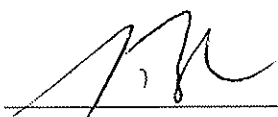
AND WHEREAS the City and Owners wish to extend the term of the licence for an additional 20 year period;

NOW THEREFORE IN CONSIDERATION of the premises, the sum of One Dollar (\$1.00) and other good and valuable consideration now given by Owners to the City, (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

1. The Crossing Agreement and the right, liberty and licences granted therein shall be extended to continue in force for an additional 20 year term terminating on the 31st day of December, 2033.
2. Amendment of address for service: the address for service in Section 30 for Shell Canada Limited is replaced by Shell Canada Limited, Suite 600, 90 Sheppard Avenue East, Toronto, Ontario, M2N 6Y2, attention: Legal Department; and Suncor Energy Inc. , c/o Legal Services, 2489 North Sheridan Way, Mississauga, Ontario L5K 1A8.

IN WITNESS WHEREOF the parties hereto have affixed their respective corporate seals attested by the hands of their proper officers duly authorized on their behalf.

SHELL CANADA LIMITED

Per: 

Per: Gerry Beelen c/s
Assistant Secretary

I/we have the authority to bind the Corporation.

7

SUNCOR ENERGY INC.

Per: 

Kris Smith; EVP Refinery and Marketing

Per: _____ c/s

I/we have the authority to bind the Corporation.

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE

Per: Mayor - Debbie Amaroso

Per: City Clerk - Malcolm White c/s

RENEWAL AGREEMENT

This agreement made as of the 29th day of April 1992.

BETWEEN:

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE,

(hereinafter called the "City")

OF THE FIRST PART

and

IMPERIAL OIL LIMITED

(hereinafter called "Imperial")

OF THE SECOND PART

WHEREAS the City and Texaco Canada Limited entered into an agreement made the 26th day of April, 1973 with respect to the granting of a licence to Texaco Canada Limited to construct, maintain and operate a railway siding and underground pipeline in, across, along and under McNabb Street, in accordance with the agreement set out in Schedule A attached hereto (the "Crossing Agreement");

AN WHEREAS Imperial Oil Limited acquired all the shares of Texaco Canada Limited on April 19, 1989;

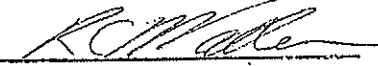
AND WHEREAS the City and Imperial wish to extend the term of the licence for an additional 20 year period;

NOW THEREFORE IN CONSIDERATION of the premises, the sum of One Dollar (\$1.00) and other good and valuable consideration now given by Imperial to the City, (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

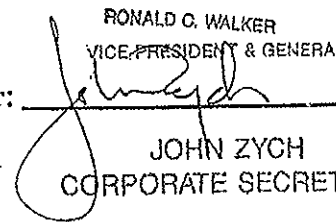
1. The Crossing Agreement and the right, liberty and licences granted therein shall be extended to continue in force for an additional 20 year term terminating on the 31st day of December, 2013.

IN WITNESS WHEREOF the parties hereto have affixed their respective corporate seals attested by the hands of their proper officers duly authorized on their behalf.

IMPERIAL OIL LIMITED

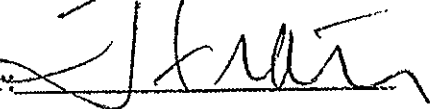
Per: 

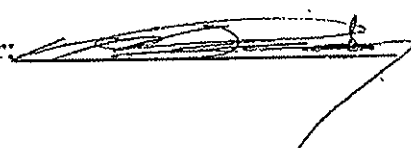
RONALD C. WALKER c/s
VICE PRESIDENT & GENERAL COUNSEL

Per: 

JOHN ZYCH
CORPORATE SECRETARY

THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

Per: 
c/s

Per: 

BY-LAW NO. 73-270

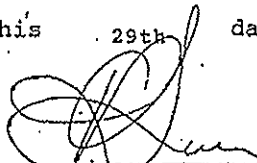
SCHEDULE A

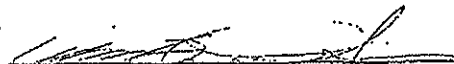
AGREEMENTS: (A.1.2) A by-law to authorize Texaco Canada Limited to lay, use and maintain a railway siding and an underground pipe line for transmitting petroleum and petroleum products under certain streets.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to paragraph 57 of section 352 of The Municipal Act, R.S.O. 1970, chapter 284, ENACTS as follows:

1. The Corporation of the City of Sault Ste. Marie, hereinafter referred to as "the Corporation", hereby authorizes Texaco Canada Limited for a period of time terminating on the 31st day of December, 1993 and on the terms and conditions contained in the form of agreement attached hereto as Schedule "A" to this by-law to lay, use and maintain a railway siding and an underground carrier pipe line.
2. The said Schedule "A" forms part of this by-law.
3. The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute an agreement with Texaco Canada Limited in the form attached hereto as Schedule "A" and to affix the corporate seal thereto.
4. This by-law comes into force on the day of its final passing.

PASSED in open Council this 29th day of October 1973.


MAYOR


CLERK

I, WILLIAM GRASON LINDSEY, City Clerk of the Corporation of the City of Sault Ste. Marie, certify the foregoing to be a true and correct copy of the original document of which it purports to be a copy, namely

Agreement - Railway Siding & Pipeline
at Sault Ste. Marie, Ontario, this 30th day of

October, 1973.

THIS IS SCHEDULE "A" TO BY-LAW NO. 73-270
OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE

THIS AGREEMENT made the 26th day of April, 1973

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

hereinafter called the "CITY"

of the FIRST PART,

- and -

TEXACO CANADA LIMITED,

a body corporate having its head office
in the City of Toronto, in the County of
York

hereinafter called "TEXACO"

of the SECOND PART.

WHEREAS Texaco has applied to the City for permission to construct, maintain and operate a railway siding and an underground pipe line together with related works and equipment (hereinafter called the "pipeline") necessary for the transportation of petroleum and its products in, across, along and under certain highways of the City; and

NOW THEREFORE in consideration of the premises and other good and valuable consideration hereinafter contained the parties hereto covenant, promise and agree as follows:

1. The City grants to Texaco subject to the terms and conditions herein contained the right, liberty and licence to lay down, construct, operate, maintain, inspect, remove, replace, re-construct and repair
 - (a) a railway siding or spur line across McNabb Street in the City of Sault Ste. Marie in the location shown on Texaco location Plan, Drawing 0-103-3-1 and Canadian Pacific Drawing F-11-71; and
 - (b) a fourteen inch (14") outside diameter underground carrier pipe line and other equipment and appurtenances necessary for transmitting petroleum and petroleum products in, across, along and under a strip of land three (3) feet in perpendicular width (hereinafter called the "strip") as shown on Texaco Canada Limited Grading Plan Drawing No. 0-103-3-4, and Texaco will supply to the City a survey and legal description of the strip upon completion of construction of the pipeline, hereinafter collectively called the "premises".

- 2 -

2. This agreement and the right, liberty and licence hereby granted shall continue in force for a period of time terminating on the 31st day of December, 1993.
3. For the licence granted herein the Company shall pay the City the sum of one dollar (\$1.00).
4. All work in connection with the laying down, constructing, removing, replacing, reconstructing and repairing the railway siding, pipe line or any part thereof shall be performed by Texaco at its own expense to the satisfaction of the City Engineer and in accordance with standard railway and pipe line practice and in a safe and serviceable manner so as not to interfere with the safety of all persons travelling upon or using the herein mentioned streets of the City or to cause any damage to any works of the City now or hereinafter, constructed in or upon the premises. Material shall not be piled on the premises or adjacent lands of the City at any time except during construction and maintenance periods.
5. Whenever used in this Agreement the word "Engineer" means the City Engineer or his duly authorized representative(s). The term "Texaco" shall mean "Texaco Canada Limited" and its duly authorized representatives.
6. In all matters affecting the performance of the work and the rights hereby granted, Texaco shall comply with all relevant statutes, by-laws, ordinances and regulations of the Federal and Provincial Governments and of the Municipal Corporation. Texaco shall also comply with relevant regulations made under such statutes, by-laws, ordinances and regulations.
7. Texaco shall submit a construction schedule to the Engineer for his approval prior to commencement of the work. Such schedule shall indicate clearly the proposed order and time allowance for the various phases of the work in sufficient detail to show weekly progress.
8. Texaco shall, at its own cost and expense and in a manner approved by the Engineer, sustain in their places and protect from injury any and all poles and posts, water or gas mains, public or private sewers or drains, conduits, service pipes, sidewalks, curbs and culverts, and all other structures or property in the vicinity of its work, whether above or underground, or which appear in the excavation, and it shall assume all costs and expenses for damage which may be occasioned by injury to any of them, and for any temporary relocation re-

quired for facilitating the construction of the works.

If damage to any structure, utility or improvement occurs by reason of the Company's operation, even though special precautions have been employed, Texaco shall be entirely responsible for such damage, whether such operations and the work resulting therefrom have received the proper approval of the Engineer or not, and all such damage shall be satisfactorily rectified, at Texaco's expense.

If, for the proper carrying out of the work, it is necessary to remove, replace or relocate any of the above described, such work shall be done at the expense of Texaco, and with the consent of the owner.

9. Texaco shall not trespass on private property. If it is necessary for Texaco to enter private lands, Texaco shall first obtain the landowner's written permission and shall assume responsibility for all claims that may result.

10. During the progress of the work, Texaco shall keep the site and the work in as tidy a condition as practicable. The Contractor shall not deposit any material on any portion of a street, sidewalk, boulevard or other public property without the approval of the Engineer.

11. Texaco shall so conduct its operations that the use of roads by vehicles employed by Texaco will not endanger pedestrian and vehicular traffic thereon, nor hinder public use of such facilities. Flagmen shall be provided where necessary, and detour signs, warning signs, lights, and barricades necessary to direct and protect vehicular and pedestrian traffic shall be provided in accordance with the procedures outlined in the pamphlet entitled "Correct Methods for Traffic Controls" issued by the Construction Safety Association of Ontario, and the pamphlet entitled "City of Sault Ste. Marie, Barricading and Detour Manual". Copies of these pamphlets may be obtained from the Engineer.

Each flagman shall, while controlling traffic, wear either:

- (a) an approved fluorescent blaze orange or fluorescent red safety vest, or
- (b) an approved fluorescent blaze orange or fluorescent red band on each arm and an approved fluorescent blaze orange or fluorescent red hat.

Street or road closing or detouring must be approved by the Director of Public Works and Traffic after giving him twenty-four (24) hours notice.

12. Texaco will be responsible for all permanent repairs. The work done and the materials used in repairs shall be in

accordance with the standard specifications of the Corporation of the City of Sault Ste. Marie for such work and materials and the limits of this work will be set by the Engineer. This work shall be done by a Contractor approved by the Engineer and there shall be no time limit on the guarantee for the work.

In the case of concrete sidewalk a permanent repair may be carried out immediately following installation of the pipe line and backfilling operations during the period May 15th to October 1st. If a temporary repair is placed on the sidewalk during winter months, the permanent repair must be completed by July 1st of the following year. If a temporary repair is carried out during the summer months, then the permanent repair shall be completed within a three month period, at the latest. In the case of roadways, the permanent repair shall be carried out not later than three (3) months after the temporary repair, but only during the period June 1st to October 1st.

Texaco shall be responsible for maintenance of all temporary repairs.

13. Trenches under pavements, curbs and sidewalks shall be backfilled to within six (6) inches of the underside of pavements, curbs and sidewalks with an approved Granular "B" material mechanically compacted in nine (9) inch layers to ninety (90) percent Standard Proctor density. The remaining six (6) inches shall be backfilled with an approved Granular "A" material mechanically compacted to ninety-five (95) percent Standard Proctor density.

14. Trenches under grassed areas may be backfilled with selected material from the excavation placed and compacted in nine (9) inch layers to a depth sufficient to allow restoration of the grassed area.

15. Texaco will be responsible for any damage to pavements, sidewalks, curb and gutters, grassed and other areas, beyond the limits of such of those works removed to carry out the work. Texaco shall remove and replace any such damaged works as directed by the Engineer.

16. Pavement and sidewalk areas shall be temporarily patched immediately after backfilling operations with a two (2) inch layer of hot mixed and hot sand asphalt.

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17. Restoration and repair to private driveways, sidewalks and grassed areas shall be carried out as soon as possible after disturbance by the construction of this pipe line. The timing and type of restoration or repair required shall be approved by the Engineer.
18. Where construction work is close to tree roots Texaco shall take all reasonable precautions such as tunnelling beneath the tree roots, so as not to injure the trees. In the case of injury to a tree the City's Supervisor of Forestry and Horticulture will examine the tree to determine whether it should be repaired or replaced and his decision shall be final. All repair or replacement of trees shall be carried out by the City Forestry and Horticulture Department at the expense of the Company.
19. Texaco agrees to pay for the cost of inspection by the City during part of or all the period of construction at the discretion of the Engineer.
20. Texaco shall at its expense, when required by the Engineer and in a manner approved by him, adjust the grade of the pipe line to facilitate crossings of the said pipe line of underground works under the jurisdiction of the City and the Public Utilities Commission.
21. Texaco shall maintain the railway siding and pipe line in a good and substantial state of repair at all times.
22. Except in the case of emergency Texaco shall give to the City at least forty-eight (48) hours previous notice in writing of the undertaking of any work hereby authorized.
23. Texaco at its expense shall maintain the McNabb Street Railway Crossing and the standard of such maintenance shall be in conformity with other railway crossings in the City and in a manner and to the satisfaction of the Engineer.
24. Texaco at its expense, when required by the Engineer and in a manner approved by him, shall adjust, support or temporarily remove the McNabb Street Railway Crossing or parts thereof to facilitate construction of underground and surface works under the jurisdiction of the City and Public Utilities Commission.
25. Texaco shall assume all liability and obligation for any and all loss, damage or injury (including death) to

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persons or property, including the property of the City, that would not have happened but for this agreement or anything done or maintained or neglected by Texaco thereunder, and Texaco shall indemnify and save harmless the City from and against all such loss, damage and injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims and demands arising therefrom or connected therewith except where such loss, damage or injury (including death) is caused by the negligence of the City, its servants, agents or contractors.

26. Texaco shall be liable for and pay all taxes, rates and assessments of every description whatsoever that may be imposed by reason of the presence of the railway siding, the pipe line or of the right, liberty and licence granted herein.
27. Texaco further agrees and hereby expresses its clear intent, should the need arise, to allow other companies engaged in the business of marketing petroleum and its products to share the use of the said underground pipe line under a fair and equitable arrangement with Texaco, provided it is reasonably possible for the Company to allow such shared use.
28. Should Texaco at any time fail or neglect to observe or perform any of its covenants or agreements herein contained the City may give Texaco a written notice specifying the breach complained of and it shall be the duty of Texaco forthwith to remedy the breach. In case of failure by Texaco to do so within six (6) months after this notice is given, the City may summarily terminate this agreement and the right, liberty and licence hereby granted.
29. Upon termination of this agreement as herein provided or if at any time Texaco should no longer require the right, liberty and licence hereby granted Texaco shall at its sole cost and expense forthwith remove the railway siding and the pipe line and all other property of Texaco from the premises and restore the premises as nearly as possible to its former condition except that in lieu of removal as aforesaid Texaco may, if the City is

agreeable thereto, abandon the pipe line. Should Texaco fail to perform such removal or restoration or other work when required under this clause the City may do so without incurring any liability to Texaco and all costs and charges and expenses incurred thereby shall be paid by Texaco.

30. All notices to be given hereunder may be given by registered letter addressed to Mr. N.J. Bertrand, Manager, Distribution and Development, Texaco Canada Limited, 90 Wynford Drive, Don Mills, Ontario and to the Corporation of the City of Sault Ste. Marie, P.O. Box 580, Sault Ste. Marie, Ontario or such other address as the City and Texaco may respectively from time to time appoint in writing and any such notice shall be deemed to be given to and be received by the addressees three (3) days after the mailing thereof postage prepaid.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals attested by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED)

in the presence of



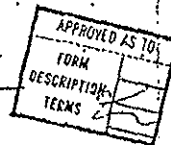
TEXACO CANADA LIMITED

Signed - C. A. BENGOUGH

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE

MAYOR

CLERK



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-22

AGREEMENT: (E2.3) A by-law to authorize an agreement between the City and Kresin Engineering Corporation for design and contract administration for the reconstruction and widening of the Second Phase of Second Line East from Pine Street to a point approximately 530 meters east of Pine Street.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated January 20, 2014 between the City and Kresin Engineering Corporation for design and contract administration for the reconstruction widening of the Second Phase of Second Line East from Pine Street to a point approximately 530 meters east of Pine Street.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

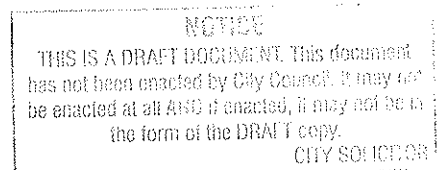
This by-law takes effect on the day of its final passing.

PASSED in open Council this 20th day of January, 2014.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

of \\CITYDATA\\LEGAL\\STAFF\\BYLAWS\\2014\\2014-22 Agreement Kresin



Schedule "A".

**AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES**

MEMORANDUM OF AGREEMENT dated the ____ day of January, A.D. 2014

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

KRESIN ENGINEERING CORPORATION

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to:

Construct Second Line East Widening (Phase 2) east of the previously completed City contract 2012-5E.

and WHEREAS the construction shall include the complete reconstruction and widening of the roadway, storm and sanitary sewers, pedestrian facilities and related infrastructure, hereinafter called the "Project".

and WHEREAS the Client has requested the Engineer to furnish professional services in connection therewith as outlined in Article 2 of this Agreement;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS

1.01 Retainer

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Engineer shall mean professionals and specialists engaged by the Client directly and whose names are party to this Agreement.

1.02 Services

The services to be provided by the Engineer 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 Engineer in accordance with the provisions set forth in Article 3.

1.04 Staff and Methods

The Engineer shall use current state of the art principles and shall skilfully and competently perform the Services and shall employ only skilled and competent staff who will be under the supervision of a senior member of the Engineer'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 Engineer for the Client may be used by the Client, for the Project herein described, including "as built" records. The Client has ownership of the drawings.

All drawings shall be prepared and submitted in digital format compatible with AutoCAD 2004.

1.06 Patents

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer and the Municipality.

The Client shall also 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 Engineer in connection with the Project and for any other municipal purpose or project.

1.07 Records and Audit

- (a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by and salaries paid to his staff employed for the Project.

- (b) The Client may inspect and audit the books, payrolls, accounts and records of the Engineer 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 Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.

1.08 Changes and Alterations and Additional Services

With the consent of the Engineer, 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 Engineer 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.

1.09 Suspension or Termination

The Client may at any time by notice in writing to the Engineer suspend or terminate the Services or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2.1 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.4.

If the Engineer is practising 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 Engineer to the date of such termination.

The Engineer may by notice in writing suspend the services, at his sole discretion, on failure of the Client to pay for outstanding services should payment for those services not have been rendered within the time specified under Section 3.3.1 of this Agreement.

1.10 Indemnification

The Engineer 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 as a result of the negligence of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claim, losses, damages, liability and costs of defence 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 negligence of the Engineer in the performance of consulting services to the Client within this project.

The Client shall indemnify and save harmless the Engineer from losses arising from the use of the material provided to the Engineer by the Client under Article 2 of this Agreement.

1.11 Insurance

The Engineer agrees to provide the following insurance coverage for the duration of the Project:

a) **Comprehensive General Liability and Automobile Insurance**

The Insurance Coverage shall be \$2,000,000.00 for general liability and \$2,000,000.00 for automobile insurance. When requested, the Engineer 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 \$2,000,000.00. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer.

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 Engineer 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 Engineer until (60) days after written notice of such change or cancellations has been personally delivered to the Client.

1.12 Contracting for Construction

Neither the Engineer nor any person, firm or corporation associated or affiliated with or subsidiary to the Engineer 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 Engineer 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 Engineer, 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 Engineer 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 Engineer, will be in accordance with

Section 1.23.1 (c).

1.17 Specialized Services

The Engineer may engage others 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.

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 Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Engineer 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. No such information shall be used by the Engineer on any other project without the approval in writing of the client.

1.21 Arbitration

The Engineer and Client mutually agree that any disputes relating to the completion of the Project shall be resolved through arbitration as follows:

- (a) Any dispute, difference or disagreement between the parties hereto in relation to the Agreement shall be referred to arbitration.
- (b) No person shall be appointed to act as 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 Engineer.
- (c) The award of the arbitrator shall be final and binding upon the parties.
- (d) The provisions of The Arbitrations Act, R.S.O., 1990, C-A. 24, as amended shall apply.

1.22 Time

The Engineer 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 and the Client shall have the right to take possession of and use any completed or partially completed portions of the Work notwithstanding any provisions expressed or implied to the contrary.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, 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 Engineer.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees/Upset Fee Limits, Schedule of Progress and Staff List

When requested by the Client, the Engineer shall within fourteen days of the execution of this Agreement provide, for approval by the Client:

- (a) An estimate of the total fees and/or upset fee limit(s) 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 salary ranges of staff and/or hourly rate ranges for Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer 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 Engineer's staff who is to be the liaison person between the Engineer and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees/Upset Fee Limits, Schedule of Progress and Staff List

The Engineer will require prior written approval, from the Client for any of the following changes:

- (a) Any increase in the estimated fees/upset fee limits beyond those approved under Subsection 1.23.1 (a).
- (b) Any change in the schedule of progress which results in a longer period than provided in Subsection 1.23.1 (b).
- (c) Any change in the number, classification and salary ranges of the staff provided under Subsection 1.23.1 (c).

Such approval shall not be unreasonably withheld by the Client.

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

ARTICLE 2 - SERVICES

The following definitions shall apply:

2.1 Engineer's Services for Planning (Class EA) of the Project

The Engineer shall provide the services for planning of the Project and such work shall include the following:

1. Meeting with the Client to confirm the applicable Class EA schedule, and review of the proposed work program, including the preparation of a meeting report.
2. Preparation for (including the production of relevant plans, notices, information sheets, etc.) and participation in a public open house.

2.2 Client's Services for Planning (Class EA) of the Project

The Client shall provide the Engineer with:

1. Confirmation of appropriate Class EA schedule.
2. General direction in the provision of services and approvals within reasonable time as necessary during the currency of this Agreement.
3. Assistance in advertising for, coordinating and conducting any public consultation events.
4. Copies of all related plans, drawings, documents and reports relating to the Project.

2.3 Engineer's Services for Preliminary Design of the Project

The Engineer shall provide the services for preliminary design and such work shall include the following, unless already provided during a previous study:

1. Preparation of preliminary project schedules and construction cost estimates.
2. Preparation and recommendation of alternative concepts and designs 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.
4. Development of proposed typical cross-sections for the roadway, including number of driving lanes, turning lanes, rights-of-way, curbs and sidewalks, intersecting roads and other cross section elements.
5. Preparation of a design criteria with due consideration being given to such ancillary features as curbs, sidewalks, illumination, signs, signals, fences, landscaping and zone painting.
6. Preparation of a design brief indicating the principle design features, and including an estimate of construction cost.

7. Meeting with and presenting to the Client alternative design concepts and obtaining input on the preferred.
8. Development and recommendation to the Client of a preliminary soils investigation program to permit the completion of the preliminary and detail design phases of the Project.
9. Preparation and distribution of minutes of Project meetings.
10. Preparation of correspondence on behalf of the Client and circulation thereof to governmental ministries, agencies and other public authorities for design information.
11. Assembling and evaluating existing drainage data.
12. Preparation of general drainage requirements.
13. Identification of major utility installations and adjustments.
14. Preparation of preliminary design drawings.
15. Preparation of property acquisition plans, if any.
16. Development of construction cost estimates.
17. Preparation of MTO Justification Report for submission to MTO for connecting link funds, if required.

2.4 Client's Services for Preliminary Design of the Project

The Client shall provide the Engineer with:

1. Copies of available Functional Study or Predesign Investigations undertaken for the Work.
2. Access to and the use of existing plans, profiles, utility information, legal documents and correspondence relevant to the Project.
3. Copies of all survey data, bench marks and plans of the Project, including digital data.
4. Copies of available traffic information including traffic counts, accident reports, etc.
5. Copies of available Traffic or Transportation Study Reports of the area.
6. Copies of available Functional Planning or Preliminary Design Reports of adjoining Projects.
7. Copies of CCTV inspector reports of both sanitary and storm sewers located in the area of the Project.
8. Copies of future land use plans/development densities for sanitary/storm areas affecting the Project.

9. Copies of available sanitary sewage drainage area plans/reports prepared for the study area.
10. Copies of available storm drainage area plans/reports prepared for the study area.
11. Copies of the most current contract documents from adjacent reconstruction projects completed by the City.
12. General direction of the Engineer in the provision of services and approvals within reasonable time as necessary during the currency of this agreement.
13. Any information regarding utilities in the possession of the Client necessary for the preparation of the plans.

The Engineer shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses (I) to (13) hereof, inclusive, as being accurate, in the performance of the Engineer's services under this Agreement.

2.5 Engineer's Services for Detailed Design of the Project

The services to be provided by the Engineer in the execution of the detailed design of the Project shall include:

1. Provision of expertise required for the design of all 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. Conducting field survey work, if 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, and design of drains, storm sewers, sidewalks, street lights, sanitary sewers, and water services, and the positioning of all appurtenances associated with the construction of the Project.
3. Investigation and confirmation of the present location of all above ground utilities, updating of the Client's plans and profiles to show the present location and the proposed location, and preparation of additional drawings required for alternative utility relocation as required by the Client, subject to clause 8 of Section 2.5.

Underground utilities shall be indicated on the plans and profiles in accordance with information submitted by the respective utility. The Engineer shall be entitled to rely upon the information and direction provided to it by the Utilities as being accurate in the performance of his services under this Agreement.

4. The preparation and submission of preliminary drawings, investigations, and recommendations to the Client, on such alternatives or modifications to the Project that the Engineer in his professional judgement, deems advantageous to the Client.
5. Advising the Client of the need to seek permission to enter private lands for investigation purposes. Such permission to enter private lands shall be obtained by the Client on behalf of the Engineer.

6. Participation in a reasonable number of meetings for information, negotiation or presentation purposes with the Client in connection with the services provided under this Agreement, after the establishment of the design criteria and functional alignment.
7. Preparation of contract documents for the Project including: detailed construction drawings, tender quantity forms, general conditions, specifications, information to bidders, and special provisions.
8. Preparation of detailed quantity and cost estimates, including sundry engineering and materials.
9. Provision of ten (10) complete sets of tendering documents and drawings.
10. Incorporation, into the contract document package of design drawings and specifications of work designed by others, when required.
11. Submission of plans, specifications, schedules, and applications for approval to the Client and to appropriate authorities, as required. Attending meetings at the offices of these public authorities to discuss designs and to provide explanations for the purpose of furthering the applications towards approval.
12. Assisting the Client in advertising for tenders.
13. Consultation during the tendering of a contract for the Project, the comparative analysis of bids and recommendations thereon, and the preparation of contract documents for execution.

2.6 Client's Services for Detailed Design of the Project

The Client shall provide the Engineer with the following services, notwithstanding that, should the Client be unable to provide any of the services hereunder, they may be assigned to the Engineer under Section 1.08 of this Agreement.

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. Detailed site survey data, in digital form.
3. 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.
4. Specimen contract documents for the guidance of the Engineer in the design of the Project to the standards required by the Client.
5. Standard drawings for specific installations required by the client.
6. General direction of the Engineer in the provision of the services.
7. Any available information regarding utilities necessary for the preparation of the plans.

8. Arranging and making provision for the Engineer'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.
9. Designating in writing an individual to act as his Representative who will transmit instructions to and receive information from the Engineer.
10. Acquisition of any lands that may be required.

The Engineer shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses I through 10 hereof, inclusive, as being accurate, in the performance of the Engineer's services under this agreement.

2.7 Engineer's Services for Contract Administration and Construction Supervision of the Project

The Engineer, on behalf of the Client, shall provide a review of the work during construction. It is understood that the Contractor is responsible for discharging his obligations under the terms and conditions of the construction contract, the performance of the Contractor is not the Engineer's responsibility nor are his review services rendered for the Contractor's benefit; and the Contractor is responsible for the quality of the work. It is further 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 Engineer's duties for general review are as follows:

(a) Contract Administrative Services

1. Review, modification and approval of the Contractor's construction schedule, the processing of progress and final payment certificates, and the preparation of progress reports to the Client at such time and in such form and detail as the client may require.
2. 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.
3. Consideration and recommendation in respect to alternatives of construction methods or material proposed by the contractor, and preparation of change orders.
4. Review of shop drawings submitted to the degree necessary to ensure they conform with the design requirements and contract documents.
5. Provision of recommendations on the validity of charges for additions or deletions and recommendations on the issue of change orders.
6. Processing and issuing of payment certificates.
7. Conducting progress meetings as may be required.

(b) **Construction Inspection Services**

1. Direction of the Engineer's field staff, and review of the Contractor's work to ensure compliance with the plans and specifications.
2. Surveying and calculation of pay quantities for the work.
3. Calculation and recording of quantities, for 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.
4. Arranging, preparing and shipping for testing materials supplied by the Contractor for incorporation into the work, and the review of test results and judgement of acceptability of said materials.
5. Coordinating on-site testing during the construction of the work to verify acceptability according to the specifications.
6. Assigning necessary field staff to perform such field operations necessary in the provision of the foregoing construction administration services.
7. Investigating, reporting and recommending on unusual circumstances which may arise during construction.
8. 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.
9. Preparing and submitting to the Client one complete set of reproducible, revised contract drawings 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. It is understood that the Engineer is not responsible for the accuracy or completeness of field changed information supplied (or to have been supplied) by persons not in the Engineer's employ.

2.8 Client's Services for Contract Administration and Construction Inspection of the Project

The Client shall provide the Engineer with the following services notwithstanding that, should the Client be unable to provide any of the services hereunder, they may be assigned to the Engineer 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 Engineer in the provision of the services.
3. Arranging and making provision for the Engineer'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. Designating in writing an individual to act as his Representative, who will transmit

instructions to, and receive information from, the Engineer.

5. Providing material testing services for granulars, concrete and asphalt during construction.

The Engineer shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses 1 through 5 hereof, inclusive, as being accurate in the performance of the Engineer's services under this Agreement.

2.9 Milestones

The Engineer shall endeavour to perform the services set forth in paragraphs 2.1, 2.3, 2.5, and 2.7 of this Agreement in the time frames provided for in Schedule "1" attached hereto.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

(a) Payroll Cost:

Payroll Cost is defined as hourly salary plus payroll burden.

The following formula shall be used to calculate the hourly salary for billing purposes. Hourly salary equals:

$$\frac{\text{Annual Salary}}{\text{Hours Per Week} \times 52 \times .85}$$

Payroll burden equals fringe benefits expressed as a percentage of salary that provides for health and medical insurance, group life and disability insurance, company and Canada Pension employer contribution, Workers' Compensation and Unemployment Insurance, but excludes bonuses or profit sharing. For the purpose of this Agreement payroll burden shall be 8.97% of hourly salary.

(b) Cost of the Work:

(NOT APPLICABLE)

(c) Site

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Time Basis

3.2.1.1 The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis shall be as follows:

- a) Staff on normal assignments - Payroll Cost multiplied by a factor of 2.0.
- b) Services During Construction:

- (i) For all services, except for staff full-time continuously on site - Payroll cost multiplied by a factor of 2.0.
- (ii) For site staff working full-time continuously on site - Payroll cost multiplied by a factor of 1.7.

For purposes of this Agreement, the Engineer shall use the Billing rates as outlined in Schedule "2" of this Agreement. Any subsequent changes or amendments to this schedule shall be in accordance with Section 1.23.2.

3.2.1.2 Time Expended

All time expended on the assignment, whether in the Engineer'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.

3.2.1.3 Estimate of Fees

The Client shall only be required to pay for those services actually rendered on a time and materials basis. The Engineer estimates that the total fees to be paid for the services outlined in Sections 2.1, 2.3, 2.5, and 2.7 shall not be greater than those fees identified in Schedule "2" of this Agreement. Any subsequent changes or amendments to the estimated fees contained in Schedule "2" shall be in accordance with Section 1.23.2 of this Agreement.

3.2.3 Computer Services and Total Station Survey Services

The usage of computer equipment shall be considered a reimbursable expense, except where a computer is used for design under the percentage fee scale or for the Engineer's normal office administration.

The usage of total station survey equipment shall be considered a reimbursable expense.

3.2.4 Reimbursable Expenses

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5% for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, printing and reproductions, progress photography and video charges, special delivery and express charges, overtime premium costs, on-site quality control equipment, materials and supplies; and survey supplies.

3.2.5 Information Technology (IT) and Telecommunication

An Information Technology (IT) and Telecommunication charge equal to 5.5% of Professional Fees will be included on all invoicing to cover local, long distance and cellular telephone charges, facsimile transmission charges and IT resources required for purposes of providing the services contemplated under this agreement.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Engineer shall submit an Invoice to the Client for all Services completed in the immediately preceding month. Interest at the rate of 1½% monthly will be paid on the total outstanding unpaid balance commencing 30 days following the date of issuance of the Engineer's invoice.

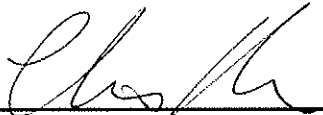
In the event that payment is NOT received within 30 days from the date of issuance of an invoice the Engineer may suspend the services as specified under Section 1.09.

IN WITNESS THEREOF the parties hereto have caused to be executed those presents by their officers properly authorized in that behalf on the day and year first above written.

SIGNED, DELIVERED

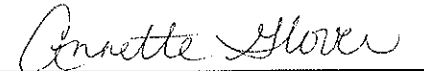
in the presence of:

ENGINEER: Kresin Engineering Corporation


Chris Kresin, P.Eng.
PRESIDENT


Michael Kresin, P.Eng.
SECRETARY/TREASURER

WITNESS


Signature

Annette Glover, Accounts
Name and Title of person signing

CLIENT: The Corporation of the City of Sault Ste. Marie

Signature
Mayor - Debbie Amaroso

Name and Title of person signing

WITNESS

Signature

Signature
City Clerk - Malcolm White

Name and Title of person signing

Name and Title of person signing

Schedule "1"

MEMORANDUM OF AGREEMENT dated the ____ day of January, A.D. 2014.

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

KRESIN ENGINEERING CORPORATION

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

Estimated Project Schedule

Key Task	Start	End
1. Preliminary Design	January 2014	February 2014
2. Geotechnical	January 2014	April 2014
3. Design	February 2014	April 2014
4. Tender	April 2014	May 2014
5. Construction	June 2014	December 2014

Schedule "2"

MEMORANDUM OF AGREEMENT dated the ____ day of January, A.D. 2014

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

KRESIN ENGINEERING CORPORATION

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

Estimated Project Fees

Key Task	Estimated Fee	
	Time	Disbursements
1. Preliminary Design	\$ 10,000.00	\$ 1,000.00
2. Geotechnical ⁽¹⁾	\$ 4,000.00	\$ 25,000.00
3. Design	\$ 65,000.00	\$ 3,500.00
4. Tender and Approvals	\$ 20,000.00	\$ 4,000.00
5. Construction		
- residential inspection	\$ 110,000.00	\$ 10,000.00
- administration	\$ 55,000.00	\$ 5,000.00
Sub-totals	\$ 264,000.00	\$ 48,500.00
TOTAL		\$ 312,500.00

⁽¹⁾ Geotechnical work will be co-ordinated by the Engineer and the cost of the geotechnical work will be invoiced to the Client c/o the Engineer.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-28

AGREEMENT: (AG-54) A by-law to authorize a second extension agreement to the Waste Supply and Reformation Agreement dated October 26, 2009, as amended July 15, 2013 between the City and Elementa Group Inc.

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 second extension agreement dated January 20, 2013 between the City and Elementa Group Inc. attached as Schedule "A" hereto. This agreement allows a second extension to the Waste Supply and Reformation Agreement dated October 26, 2009, as amended July 15, 2013.

2. **SCHEDULE "A"**

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

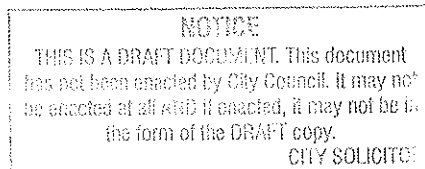
3. **EFFECTIVE DATE**

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

PASSED in open Council this 20th day of January, 2014.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE



Schedule "A"

WASTE SUPPLY AND REFORMATION SECOND AMENDING AGREEMENT

This Waste Supply and Reformation Second Amending Agreement is made effective as of the 20th day of January, 2014 (this "Amending Agreement")

BETWEEN:

**THE CORPORATION OF THE CITY OF SAULT STE.
MARIE, (the "City")**

– and –

ELEMENTA GROUP INC., ("Elementa")

WHEREAS the City and Elementa (together, the "Parties") entered into the Waste Supply and Reformation Agreement dated October 26, 2009, as amended July 15, 2013 (the "Waste Agreement");

AND WHEREAS Section 21.13 of the Waste Agreement permits the amendment of the Waste Agreement by written document signed by the parties hereto;

AND WHEREAS the Parties wish to make certain further amendments to the Waste Agreement in accordance with the provisions set forth below.

NOW THEREFORE, THIS AMENDING AGREEMENT WITNESSETH that in consideration of the premises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Unless otherwise defined herein, capitalized terms used in this Amending Agreement have the meaning given to them in the Waste Agreement.
2. The definition of "Commencement Date for Waste Supply" in Section 1.1 of the Waste Agreement is hereby amended by deleting the date "January 1, 2016" and replacing it with "July 1, 2016".
3. Section 7.1(e) of the Waste Agreement is hereby amended by deleting the reference to "Spring of 2014" and replacing it with "Fall of 2014", and to replace "September 1, 2014" with "March 1, 2015".
4. Section 14.1(i) of the Waste Agreement is amended by deleting the date "December 31, 2017" and replacing it with "July 31, 2018".
5. Section 14.1(j) of the Waste Agreement is amended by deleting the date "September 1, 2014" and replacing it with "March 1, 2015".
6. The Parties hereby confirm that except as amended by this Amending Agreement, the terms and conditions of the Waste Agreement shall continue in full force and effect, unamended.
7. This Amending Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

8. This Amending Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF, the Parties have executed this Amending Agreement effective as of the date first above written.

**THE CORPORATION OF THE CITY
OF SAULT STE. MARIE**

Per: _____
Name: Debbie Amaroso
Title: Mayor

Per: _____
Name: Malcolm White
Title: City Clerk

We have authority to bind the Corporation.

ELEMENTA GROUP INC.

Per: _____
Name: Jayson Zwierschke
Title: Chief Executive Officer

I have authority to bind the Corporation.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-29

AGREEMENT: (PR1.31) A by-law to authorize an extension agreement, dated January 20, 2014 to the Agreement of Purchase and Sale dated July 15, 2013, between Elementa Group Inc. as the "Buyer" and the City as the "Seller".

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 extension agreement attached hereto as Schedule "A", dated January 20, 2014 to the Agreement of Purchase and Sale dated July 15, 2013 between Elementa Group Inc. as the "Buyer" and the City as the "Seller".

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 20th day of January, 2014.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2014\2014-29 ELEMENTA EXTENSION AGREEMENT 2014 01 20.DOC

NOTICE
THIS IS A DRAFT DOCUMENT. This document
has not been adopted by City Council. It may not
be enacted in full and if enacted, it may not be in
the form of the DRAFT copy.
CITY SOLICITOR

Schedule "A"

EXTENSION AGREEMENT

RE: Sale by The Corporation of the City of Sault Ste. Marie (the "**Seller**") to Elementa Group Inc. (the "**Buyer**") of property municipally known as 903 Base Line (part), Sault Ste. Marie, Ontario (the "**Property**"), pursuant to an Agreement of Purchase and Sale dated July 15, 2013 (as may be amended, restated, modified, assigned and supplemented from time to time, collectively, the "**Purchase Agreement**")

IN CONSIDERATION OF the transaction contained in the Purchase Agreement and the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. All capitalized terms used but not defined herein have the meanings ascribed thereto in the Purchase Agreement.
2. The reference to "January 22, 2014" in Section 1(b) of the Purchase Agreement is hereby deleted in its entirety and replaced with: "July 22, 2014".
3. The reference to "January 6, 2014" in Section 5 of the Purchase Agreement is hereby deleted in its entirety and replaced with: "June 27, 2014".
4. All other terms and conditions of the Purchase Agreement will remain the same and time shall remain of the essence.
5. This Agreement may be executed and delivered in counterparts and by facsimile transmission or email PDF form and the parties hereto may rely upon all such signatures as though they were original signatures.

DATED this 20th day of January, 2014.

ELEMENTA GROUP INC.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

We have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: _____
Name: Debbie Amaroso
Title: Mayor

Per: _____
Name: Malcolm White
Title: City Clerk

We have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-30

AGREEMENT: (S3) A by-law to designate 433 Franklin Street as a Municipal Capital Facility for the purpose of providing affordable housing.

WHEREAS Section 110 of the *Municipal Act, 2001*, S.O. c. 25 as amended authorizes Municipalities to enter into agreements for the provision of Municipal Capital Facilities;

AND WHEREAS the *Municipal Act, 2001*, S.O. c. 25 as amended authorizes municipal housing facilities to be Municipal Capital Facilities;

AND WHEREAS By-law 2009-143 establishes a municipal housing facility as a Municipal Capital Facility;

AND WHEREAS the District of Sault Ste. Marie Social Services Administration Board entered into an agreement with Palmer Construction Group Inc. on May 25, 2010 to provide for affordable housing;

AND WHEREAS Palmer Construction Group Inc. is the registered owner of 433 Franklin Street;

AND WHEREAS Palmer Construction Group Inc. agrees to provide affordable housing at 433 Franklin Street in accordance with the conditions set out in its agreement with the District of Sault Ste. Marie Social Services Administration Board dated May 25, 2010;

AND WHEREAS the property tax reduction be retroactive to January 1, 2011;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, **ENACTS** as follows:

1. **433 FRANKLIN STREET**

The property located at 433 Franklin Street, Sault Ste. Marie, Ontario legally described as LT 5-7 PL H515 KORAH; LT 202-206 PL 7666 KORAH; SAULT STE. MARIE, PIN 31581-0051 (LT) is hereby deemed by the Council of the City of Sault Ste. Marie under the provisions of Section 110 of the *Municipal Act, 2001*, S.O. 2001 c. 25 as amended as a Municipal Capital Facility.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 20th day of January, 2014.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-31

AGREEMENT: (AG-54) A by-law to authorize an agreement between the City, Elementa Group Inc. and Elementa Algoma LP for an Assignment and Novation Agreement effective as of January 20, 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 an Assignment and Novation Agreement effective as of January 20, 2014 between the City, Elementa Group Inc. and Elementa Algoma LP, attached as Schedule "A" hereto.

2. **SCHEDULE "A"**

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

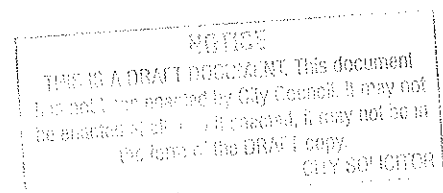
3. **EFFECTIVE DATE**

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

PASSED in open Council this 20th day of January, 2014.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE



Schedule "A"

ASSIGNMENT AND NOVATION AGREEMENT

THIS ASSIGNMENT AND NOVATION AGREEMENT made effective as of January 20, 2014
(the "Effective Date")

BETWEEN:

ELEMENTA GROUP INC. (the "Assignor")

OF THE FIRST PART

-and-

ELEMENTA ALGOMA LP (the "Assignee")

OF THE SECOND PART

-and-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE (the "Third Party")

OF THE THIRD PART

RECITALS:

- A. The Assignor and the Third Party are parties to the agreements described in Schedule "A" attached hereto (such agreements, including all amendments, if any thereto, hereinafter referred to collectively as the "Agreements");
- B. The Assignor has agreed to assign to the Assignee, all of the Assignor's right, title and interest in and to and benefits under the Agreements, and the Assignee has agreed to assume, perform and discharge certain of the obligations and liabilities of the Assignor set out in the Agreements arising in respect of the period following the Effective Date; and
- C. The Third Party is willing to consent to the assignment recited above and to recognize and accept the Assignee as a party to the Agreements, in the place and stead of the Assignor.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein (the receipt and adequacy of which are hereby acknowledged), the parties agree as follows:

ARTICLE 1 ASSIGNMENT

- 1.1 The Assignor hereby assigns, transfers, conveys and makes over absolutely to the Assignee as and from the Effective Date all of the Assignor's right, title and interest in and to and all benefits of the Assignor under the Agreements effective on the Effective Date.

ARTICLE 2 ASSUMPTION OF OBLIGATIONS

- 2.1 The Assignee hereby accepts the assignment herein provided and covenants and agrees with the Assignor and the Third Party to assume as of the Effective Date, and thereupon and thereafter to be bound by and observe, carry out, discharge, perform and fulfill all the obligations and liabilities on the part of the Assignor under the Agreements to the same extent and with the same force and effect as though Assignee had been named a party to the Agreements as of the Effective Date in the place and stead of the Assignor.

ARTICLE 3 THIRD PARTY CONSENT

- 3.1 The Third Party, by its execution hereof, hereby consents to the assignment herein provided and accepts the Assignee as party to the Agreements and does hereby covenant and agree that the Assignee shall be entitled from and after the Effective Date, to hold and enforce all the rights and privileges of the Assignor under the Agreements as if Assignee had been originally named as a party to the Agreements, and from and after the Effective Date, each Agreement shall continue in full force and effect with the Assignee substituted as a party thereto in the place and stead of the Assignor. Nothing herein contained shall be construed as a release of the Assignor from any obligations or liability under the Agreements, which obligations or liability accrued prior to the Effective Date.
- 3.2 For the benefit of the Third Party only, the Assignee expressly acknowledges that in all matters relating to the Agreements, subsequent to the Effective Date and prior to the delivery of a fully executed copy of this agreement to the Third Party, including but not limited to all accounting and conduct of operations thereunder, the Assignor has been acting as trustee for and duly authorized agent of the Assignee. For the benefit of the Third Party only, the Assignee expressly ratifies, adopts and confirms all acts or omissions of the Assignor in its capacity as trustee and agent, to the end that all such acts or omissions shall be construed as having been made or done by the Assignee.

ARTICLE 4 ADDRESS FOR NOTICES AND FURTHER ASSURANCES

- 4.1 The address of the Assignee for notices under the Agreements shall be:

Elementa Algoma LP,
c/o Elementa Algoma Inc.,
509 Glendale Avenue East, Suite 302

Niagara-on-the-Lake, ON L0S 1J0

- 4.2 The parties shall, from time to time, do all such acts and things and execute and deliver all such transfers, assignments and instruments as may be reasonably required for more effectively and completely vesting in the Assignee the Agreements and otherwise carrying out the intent of this agreement.

**ARTICLE 5
BINDING NATURE**

- 5.1 This agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns and shall not be assignable by any party without the prior written consent of the other party.

**ARTICLE 6
GOVERNING LAW**

- 6.1 This agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**ARTICLE 7
COUNTERPARTS**

- 7.1 This agreement may be executed by facsimile, or electronically by portable document format, and in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this agreement effective as of the Effective Date.

ELEMENTA GROUP INC.

Per: _____

Name: _____

Title: _____

**ELEMENTA ALGOMA LP, by its
general partner ELEMENTA ALGOMA
INC.**

Per: _____
Name:
Title:

**THE CORPORATION OF THE CITY
OF SAULT STE. MARIE**

Per: _____
Name: Debbie Amaroso
Title: Mayor

Per: _____
Name: Malcolm White
Title: City Clerk

SCHEDULE "A"
Agreements

1. Waste Supply and Reformation Agreement dated October 26, 2009 between Elementa Group Inc. and The Corporation of the City of Sault Ste. Marie, as amended by the Waste Supply and Reformation Amending Agreement dated July 15, 2013 and the Waste Supply and Reformation Second Amending Agreement dated January 20, 2014.
2. Agreement of Purchase and Sale dated July 15, 2013 between Elementa Group Inc. and The Corporation of the City of Sault Ste. Marie in respect of 903 Base Line (part), Sault Ste. Marie, Ontario, as amended by the Extension Agreement dated January 20, 2014.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-26

STREET ASSUMPTION: (PR4) A by-law to assume for public use and establish as public streets various parcels of land conveyed to the City.

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

1. **STREETS ESTABLISHED AND ASSUMED**

The streets or parts of streets more particularly described in Schedule "A" to this by-law are hereby established as public streets and are assumed for public use.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

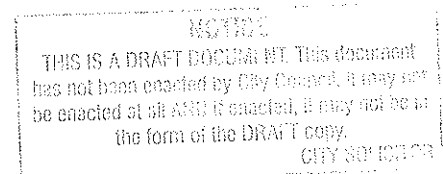
This by-law takes effect on the date of its final passing.

PASSED in open Council this 20th day of January, 2014.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

cf LEGAL\STAFF\BYLAWS\2014\2014-26 STREET ASSUMPTIONS VARIOUS.DOC



SCHEDULE "A" TO BY-LAW 2014-26

1) **SUNSET DRIVE**

- (a) PIN 31611-0110 (LT)
PCL PLAN-1 SEC 1M501; BLK 17 PL 1M501 KORAH; SAULT STE. MARIE
- (b) PIN 31611-0232 (LT)
SUNSET DRIVE, PLAN 1M565, SAULT STE. MARIE

2) **THIRD LINE WEST**

- (a) PIN 31602-0233 (LT)
FIRSTLY: PT SEC 22 KORAH PT 12 & 13 1R1564, PT 3 & 4 1R6505;
SECONDLY: PT SEC 22 KORAH PT 2, 4-11, 14-29, 1R1564 AKA
THIRD LINE RD; SAULT STE. MARIE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-27

TAXES: (T1.2(1)) A By-Law to provide for Interim Tax Levies.

WHEREAS Section 317 of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that the council of a local municipality, before the adoption of estimates for the year under Section 290, may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes;

AND WHEREAS the Council of the Corporation of the City of Sault Ste. Marie deems it appropriate to provide for such interim levy on the assessment of property in this municipality;

THEREFORE the Council of the Corporation of the City of Sault Ste. Marie enacts as follows:

1. In this by-law the following words shall be defined as:

"Act" shall mean the *Municipal Act, 2001* S.O. 2001, C.25, as amended

"Minister" shall mean the Minister of Finance;

"MPAC" shall mean the Municipal Property Assessment Corporation;

"Treasurer" means the treasurer of the Corporation of the City of Sault Ste. Marie or a person delegated the Treasurer's powers and duties under s.286(5) of the Act and By-law 2006-199, being the City Tax Collector.

2. The amounts levied shall be as follows and payable to the Treasurer:

2.1 For the Residential, Pipeline, Farm and Managed Forest property classes there shall be imposed and collected an interim levy of:

50% of the total taxes for municipal and school purposes levied in the year 2013 in accordance with Section 317(3) paragraph 2 of the Act.

2.2 For the Multi-Residential, Commercial and Industrial property classes there shall be imposed and collected an interim levy of:

50% of the total taxes for municipal and school purposes levied in the year 2013, in accordance with Section 317(3) paragraph 2 of the Act.

3. For the purposes of calculating the total amount of taxes for the year 2013 under paragraph 2, if any taxes for municipal and school purposes were levied on a property for only part of 2013 because assessment was added to the Tax Roll during 2013, an amount shall be added equal to the additional taxes that would have been levied on the property if taxes for municipal and school purposes had been levied for the entire year.

4. The provisions of this by-law apply in the event that assessment is added for the year 2014 to the Tax Roll after the date this by-law is passed and the tax levy shall be imposed and collected.

5. All taxes levied under this by-law shall be payable into the hands of the Treasurer in accordance with the provisions of this by-law.

6. There shall be imposed on all taxes a penalty for non-payment or late payment of taxes in default of the installment dates set out below. The penalty shall be one percent (1 1/4%) of the amount on the first day of default and on the first day of each calendar month during which the default continues, but not after the end of 2014.

NOTICE

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CITY SOLICITOR

7. Following December 31, 2014, interest charges of one percent (11/4%) shall be imposed upon the amount in default on the first calendar day of each month during which the default continues.
8. The final tax levy imposed by this by-law shall be paid in two installments due on the following dates:
 - 8.1 One-half (1/2) thereof on the 5th day of March, 2014;
 - 8.2 One-half (1/2) thereof on the 5th day of May, 2014.
9. A notice specifying the amount of taxes payable, may be mailed or cause to be mailed to the address of the residence or place of business of each person taxed under this by-law by the Treasurer.
10. The notice to be mailed under this by-law shall contain the particulars provided for in this by-law and the information required to be entered in the Tax roll under Section 340 of the Act.
11. The Treasurer may adjust the interim levy of a property if the taxes imposed by this by-law are in excess of 50% of the taxes levied on that property in 2013, adjusted to annualize any assessment changes that occurred during 2013, adjusted to annualize any assessment changes that occurred during 2013. No adjustment shall reduce the 2014 interim levy below 50% of the adjusted tax amount.
12. The subsequent levy for the year 2014 to be made under the Act shall be reduced by the amount to be raised by the levy imposed by this by-law.
13. The provisions of Section 317 of the Act, apply to this by-law with necessary modifications.
14. The Treasurer shall be authorized to accept part payment from time to time on account of any taxes due, and to give a receipt of such part payment, provided that acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectable under section 7 of this by-law in respect of non-payment or late payment of any taxes or any installment of taxes.
15. Nothing in this by-law shall prevent the Treasurer from proceeding at any time with the collection of any tax, or any part thereof, in accordance with the provisions of the statutes and by-laws governing the collection of taxes.
16. By-law 2013-18 is hereby repealed
17. In the event of any conflict between the provisions of this by-law and any other by-law, the provisions of this by-law shall prevail.

18. **EFFECTIVE DATE**

This by-law takes effect from the date of its final passing.

PASSED in open Council this 20th day of January, 2014.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-24

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Foster Drive from Elgin Street to Spring Street on February 7, 2014 to February 16, 2014 to facilitate the Bon Soo Winter Carnival.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF FOSTER DRIVE FROM ELGIN STREET TO SPRING STREET**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Foster Drive from Elgin Street to Spring Street on February 7, 2014 at 4:00 p.m. to February 16, 2014 at 8:00 p.m. to facilitate the Bon Soo Winter Carnival.

2. **EFFECTIVE DATE**

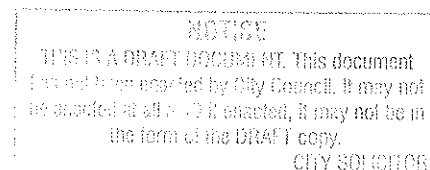
This by-law takes effect on the day of its final passing.

PASSED in open Council this 20th day of January, 2014.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

cf/staff/by-laws/2014/2014-24 bon soo



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-25

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Lake Street from Queen Street to Bellevue Park on February 16, 2014 to facilitate the Bon Soo Polar Bear Swim.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF LAKE STREET FROM QUEEN STREET TO BELLEVUE PARK**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Lake Street from Queen Street to Bellevue Park on February 16, 2014 from 9:00 a.m. to 4:00 p.m. to facilitate the Bon Soo Polar Bear Swim.

2. **EFFECTIVE DATE**

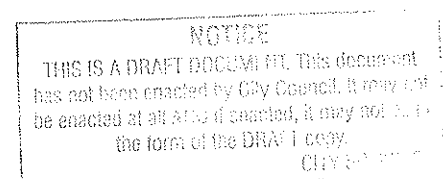
This by-law takes effect on the day of its final passing.

PASSED in open Council this 20th day of January, 2014.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

ct/staff/by-laws/2014/2014-25 bon soo polar bear swim



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-20

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 93 Lake Street (Stewart).

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

1. 93 LAKE STREET; LOCATED ON THE WEST SIDE OF LAKE STREET, APPROXIMATELY 50M NORTH OF ITS INTERSECTION WITH QUEEN STREET EAST; CHANGE FROM R2 TO R2.S WITH A "SPECIAL EXCEPTION"

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 1-6 of Schedule "A" to By-law 2005-150, is changed from R2 (Single Detached Residential) zone to R2.S (Single Detached Residential) zone with a "Special Exception".

2. BY-LAW 2005-151 AMENDED

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(334) and heading as follows:

"2(334) 93 Lake Street

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the west side of Lake Street, approximately 50m north of its intersection with Queen Street East and having civic no. 93 Lake Street and outlined and marked "Subject Property" on the map attached as Schedule 334 hereto is changed from R2 (Single Detached Residential) zone to R2.S (Single Detached Residential) zone with a "Special Exception" to permit, in addition to those uses permitted in an R2 zone, a duplex dwelling on the Subject Property, subject to the following conditions:

1. that the required parking for the duplex be reduced from three (3) spaces to two (2) spaces;
2. that the required parking for the duplex may be located within a required front yard; and
3. that the required parking spaces may be stacked."

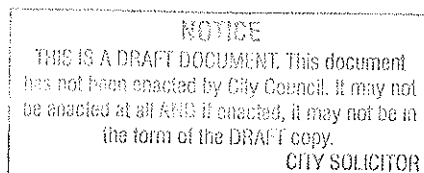
3. SCHEDULE "A"

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

4. CERTIFICATE OF CONFORMITY

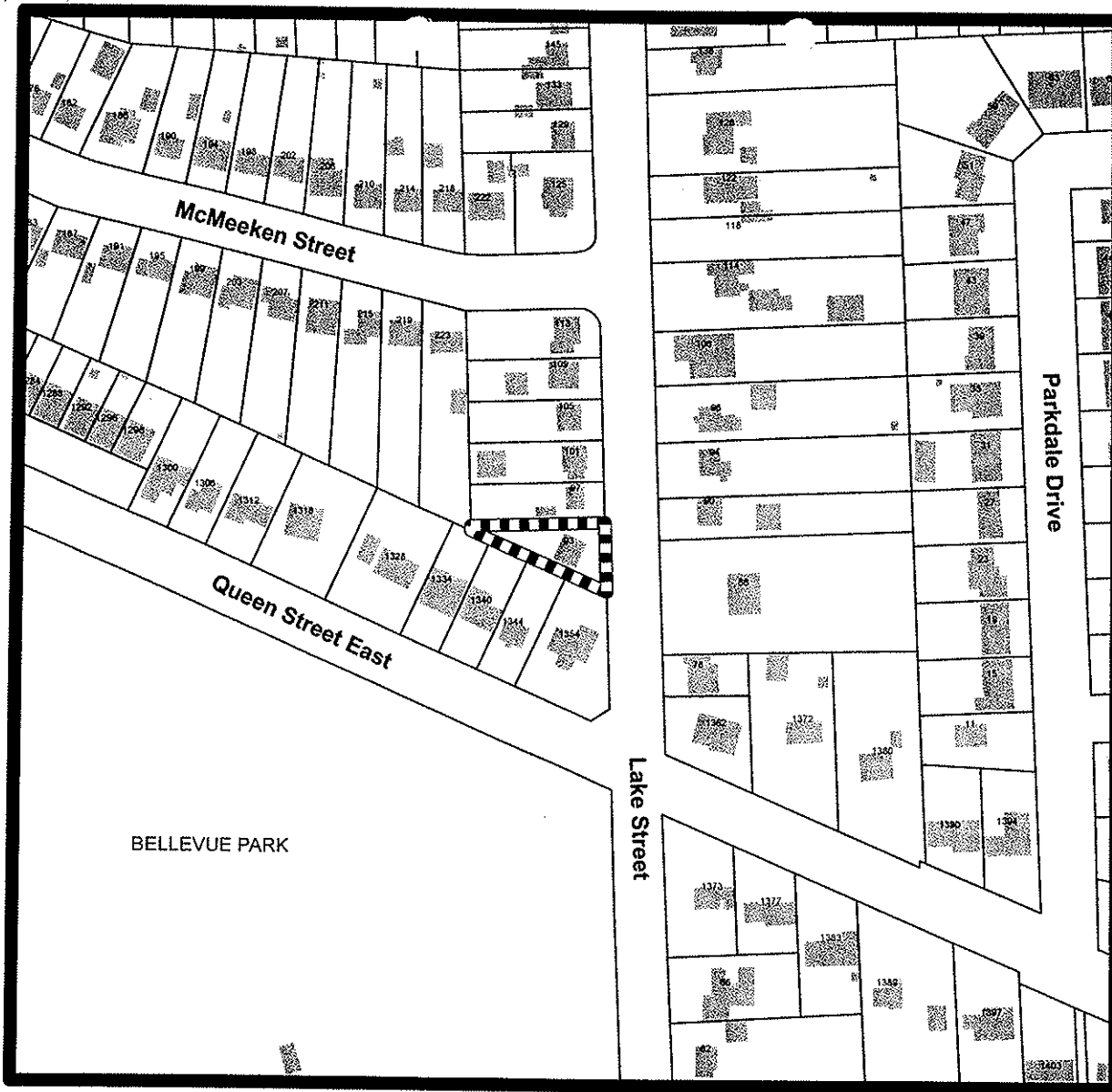
It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

PASSED in Open Council this 20th day of January, 2014.



MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE



SUBJECT PROPERTY MAP

93 LAKE STREET

Planning Application A-1-14-Z



METRIC SCALE
1 : 2000

MAP REFERENCE
1 & 1-6

MAIL LABEL ID
A-1-14-Z

ROLL NUMBER
010-003-033-00

Legend



Subject Property = 93 Lake Street

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-23

LOCAL IMPROVEMENT: (L2.1) A by-law to authorize the construction of a concrete sidewalk on Queen Street East from Pine Street to the Golf Course Entrance under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works.

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

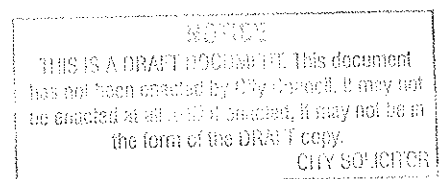
1. The Corporation shall construct the work described in Schedule "A" hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.
3. The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$27.00 per metre frontage shall be specially assessed upon the lots abutting directly on the said work according to the extent of their respective frontages thereon and the remainder of the cost of the work shall be borne by the Corporation.
6. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual installments.
7. The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
8. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.
9. The said Schedule "A" forms a part of this by-law.
10. This by-law comes into force on the day of its final passing.

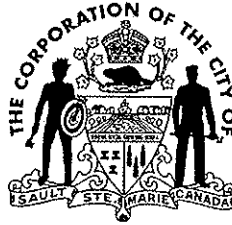
Read the **FIRST** and **SECOND** time in open Council this 20th day of January, 2014.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

FIRST reading: January 20, 2014
SECOND reading: January 20, 2014
THIRD reading:





THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

JAN 10 2014

LEGAL DEPARTMENT

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Civic Centre
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2014-23, SECTION 3
REGULATION 586/06 MUNICIPAL ACT**

ENGINEER'S REPORT

2014 01 20

Nature of Work	Construction of:	Construction of concrete sidewalk
	On:	Queen Street East
	From:	Pine Street
	To:	Golf Course Entrance

Estimated Cost of Work	\$275,000.00
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Estimated Assessable Abutting Frontage	1503.49m
--	----------

Estimated Cost to be Borne by Assessable Abutting Property	\$40,594.23
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Estimated Cost to be Borne by The Corporation	\$234,405.77
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Special Rate per Metre Frontage	\$27.00
---------------------------------	---------

Estimated Interest Rate	3%
Term	10 years

Estimated Annual Rate per Metre Frontage	\$3.17
--	--------

Estimated Lifetime of the Work	20 years
--------------------------------	----------

Respectfully submitted,

Carl Rumiel, P. Eng.
Design & Construction Engineer

Recommended for approval,

Jerry D. Dolcetti, RPP
Commissioner of Engineering & Planning

CR/al
attachment

**CORPORATION OF THE CITY OF SAULT STE. MARIE
CONCRETE SIDEWALK - SECTION 3**

SCHEDULE "A"					BY-LAW 2014-23			
<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>SIDE</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-14-9-01	Queen Street East	Pine Street	SSM Golf Club Entrance	2100m	1.5m - 3.0m	South	487.300m	\$275,000.00

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2013-197

LOCAL IMPROVEMENT: (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" Pavement on London Street from North Street to Tancred Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

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

1. The Corporation shall construct the works described in Schedules "A" and "B" hereto as local improvements under the said Act and in accordance with Plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said works.
3. The construction and completion of the said works shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of \$304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.
6. The sum of \$79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
- The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual instalments.
8. The debentures to be issued for the loan to be effected to pay the cost of the works when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.
10. The said Schedules "A" and "B" form a part of this by-law.
11. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 4th day of November, 2013

"Pat Mick"

~~MAYOR - DEBBIE AMAROSO~~
Acting Mayor - Pat Mick

"Malcolm White"

CITY CLERK- MALCOLM WHITE

FIRST reading: November 4, 2013

SECOND reading: November 4, 2013

THIRD reading: January 20, 2014

of LEGAL\STAFF\BYLAWS\2013\2013-197 LOCAL IMPROVEMENTS London St

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CITY SOLICITOR

Read the **THIRD** time and finally passed in open Council this 20th day of January, 2014.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Civic Centre
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2013-197, SECTION 3
REGULATION 586/06 MUNICIPAL ACT**

ENGINEER'S REPORT

2013 11 04

Nature of Work

Construction of: Construction of sanitary sewer, private drain
connection and Class "A" pavement
On: London Street
From: North Street
To: Tancred Street

Estimated Cost of Work

\$1,723,000.00

Estimated Assessable Abutting Frontage

392.1m (Sanitary sewer)
586.0m (Class "A" pavement)

Estimated Cost to be Borne by
Assessable Abutting Property

\$24,423.02 (Sanitary sewer)
\$45,590.74 (Class "A" pavement)

Estimated Cost to be Borne by
The Corporation

\$1,652,986.24

Special Rate per Metre Frontage

\$30.50 (Sanitary sewer)
\$79.50 (Class "A" pavement)

Special Rate per Private Drain Connection

\$304.00

Estimated Interest Rate
Term

3%
10 years

Estimated Annual Rate per Metre Frontage

\$3.58 (Sanitary sewer)
\$9.32 (Class "A" pavement)

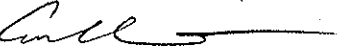
Estimated Annual Rate per Private Drain Connection

\$35.64

Estimated Lifetime of the Work

20 years

Respectfully submitted,


Carl Rumiel, P. Eng.
Design & Construction Engineer

CR/al
attachments

Recommended for approval,


Jerry D. Dolcetti, RPP
Commissioner of Engineering & Planning

CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS - SECTION 3

SCHEDULE "A"

BY-LAW 2013-197

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>SIZE</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2013-5-03	London Street	North Street	Tancred Street	405m	250mm	41	392.1m	\$24,423.02

CR/al
2013 11 04

SCHEDULE "B"

JOB

JOB
NUMBER

STREET

A-2002-7-01

London Street

FROM

North Street

To

Tancred Street

LENGTH

405m

WIDTH

10.0m

#OF
P.D.C.

n/a

ASSESSABLE FRONTAGE	ESTIMATED COST
100	100
200	200
300	300
400	400
500	500
600	600
700	700
800	800
900	900
1000	1000
1100	1100
1200	1200
1300	1300
1400	1400
1500	1500
1600	1600
1700	1700
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2700	2700
2800	2800
2900	2900
3000	3000
3100	3100
3200	3200
3300	3300
3400	3400
3500	3500
3600	3600
3700	3700
3800	3800
3900	3900
4000	4000
4100	4100
4200	4200
4300	4300
4400	4400
4500	4500
4600	4600
4700	4700
4800	4800
4900	4900
5000	5000
5100	5100
5200	5200
5300	5300
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6700	6700
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7200	7200
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8000	8000
8100	8100
8200	8200
8300	8300
8400	8400
8500	8500
8600	8600
8700	8700
8800	8800
8900	8900
9000	9000
9100	9100
9200	9200
9300	9300
9400	9400
9500	9500
9600	9600
9700	9700
9800	9800
9900	9900
10000	10000

586.0m \$45,590.24

Page 280 of 295

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2013-198

LOCAL IMPROVEMENT: (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" Pavement on March Street from Queen Street East to Wellington Street East under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

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

1. The Corporation shall construct the works described in Schedules "A" and "B" hereto as local improvements under the said Act and in accordance with Plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said works.
3. The construction and completion of the said works shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of \$304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.
6. The sum of \$79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.

The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual instalments.

8. The debentures to be issued for the loan to be effected to pay the cost of the works when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.
10. The said Schedules "A" and "B" form a part of this by-law.
11. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 4th day of November, 2013

"Pat Mick"

MAYOR - DEBBIE AMAROSO
Acting Mayor - Pat Mick
"Malcolm White"

CITY CLERK- MALCOLM WHITE

FIRST reading: November 4, 2013

SECOND reading: November 4, 2013

THIRD reading: January 20, 2014

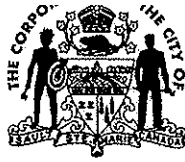
of LEGAL\STAFF\BYLAWS\2013\2013-198 LOCAL IMPROVEMENTS March St

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

Read the **THIRD** time and finally passed in open Council this 20th day of January, 2014.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Civic Centre
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

**LOCAL IMPROVEMENT CONSTRUCTION BY LAW 2013-198, SECTION 3
REGULATION 586/06 MUNICIPAL ACT**

ENGINEER'S REPORT

2013 11 04

Nature of Work

Construction of:

Construction of sanitary sewer, private drain
connection and Class "A" pavement

On:

March Street

From:

Queen Street East

To:

Wellington Street East

Estimated Cost of Work

\$1,108,000.00

Estimated Assessable Abutting Frontage

261.9m (Sanitary sewer)

247.4m (Class "A" pavement)

Estimated Cost to be Borne by
Assessable Abutting Property

\$14,371.04 (Sanitary sewer)

\$19,666.48 (Class "A" pavement)

Estimated Cost to be Borne by
The Corporation

\$1,073,962.48

Special Rate per Metre Frontage

\$30.50 (Sanitary sewer)

\$79.50 (Class "A" pavement)

Special Rate per Private Drain Connection

\$304.00

Estimated Interest Rate
Term

3%

10 years

Estimated Annual Rate per Metre Frontage

\$3.58 (Sanitary sewer)

\$9.32 (Class "A" pavement)

Estimated Annual Rate per Private Drain Connection

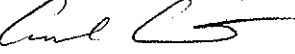
\$35.64

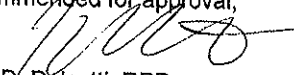
Estimated Lifetime of the Work

20 years

Respectfully submitted,

Recommended for approval,


Carl Rumiel, P. Eng.
Design & Construction Engineer


Jerry D. Dolcetti, RPP
Commissioner of Engineering & Planning

CR/al
attachments

SCHEDULE "A"

BY-LAW 2013-198

CR/al
2013 11 04

BY-LAW 2013-198

JOB NUMBER	FROM STREET	TO	LENGTH	WIDTH	#OF P.D.C.	ASSESABLE FRONTAGE	ESTIMATED COST
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Project	Year	Location	Length (m)	Value (\$m)
A-2013-7-03	March Street	Queen Street East	282m	n/a
		Wellington Street East	10.0m	247.4m
				\$19,666.48

Page 285 of 295

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2013-199

LOCAL IMPROVEMENT: (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" Pavement on St. Andrew's Terrace from John Street to North Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

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

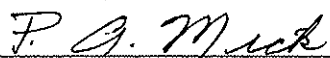
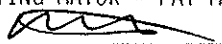
1. The Corporation shall construct the works described in Schedules "A" and "B" hereto as local improvements under the said Act and in accordance with Plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said works.
3. The construction and completion of the said works shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of \$304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.
6. The sum of \$79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
7. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual instalments.
8. The debentures to be issued for the loan to be effected to pay the cost of the works when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.
10. The said Schedules "A" and "B" form a part of this by-law.
11. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 4th day of November, 2013.

NOTICE

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 XXX DEBBIE AMAROSO
ACTING MAYOR - PAT MICK

CITY CLERK- MALCOLM WHITE

FIRST reading: November 4, 2013

SECOND reading: November 4, 2013

THIRD reading: January 20, 2014

da LEGALISTAFF\BYLAWS\2013\2013-199 LOCAL IMPROVEMENTS ST ANDREWS TERR.DOC

Read the **THIRD** time and finally passed in open Council this 20th day of January, 2014.

MAYOR – DEBBIE AMAROSO

CITY CLERK- MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2013\2013-199 LOCAL IMPROVEMENTS ST ANDREWS TERR THIRD READING.DOC

**CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS- SECTION 3**

SCHEDULE "A"

BY-LAW 2013-199

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>SIZE</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2013-5-02	St. Andrew's Terrace	John Street	North Street	357m	250mm-300mm	28	449.4m	\$22,219.48

CR/al
2013 11 04

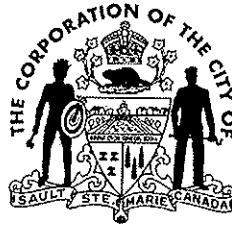
**CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT - SECTION 3**

SCHEDULE "B"

BY-LAW 2013-199

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2012-7-02	St. Andrew's Terrace	John Street	North Street	357m	10.0m	n/a	456.6m	\$36,301.78

CR/al
2013 11 04



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Civic Centre
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2013-199, SECTION 3
REGULATION 586/06 MUNICIPAL ACT**

ENGINEER'S REPORT

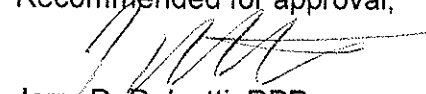
2013 11 04

Nature of Work	Construction of:	Construction of sanitary sewer, private drain connection and Class "A" pavement
	On:	St. Andrew's Terrace
	From:	John Street
	To:	North Street
Estimated Cost of Work		\$1,730,000.00
Estimated Assessable Abutting Frontage		449.4m (Sanitary sewer) 456.6m (Class "A" pavement)
Estimated Cost to be Borne by Assessable Abutting Property		\$22,219.48 (Sanitary sewer) \$36,301.78 (Class "A" pavement)
Estimated Cost to be Borne by The Corporation		\$1,671,478.74
Special Rate per Metre Frontage		\$30.50 (Sanitary sewer) \$79.50 (Class "A" pavement)
Special Rate per Private Drain Connection		\$304.00
Estimated Interest Rate		3%
Term		10 years
Estimated Annual Rate per Metre Frontage		\$3.58 (Sanitary sewer) \$9.32 (Class "A" pavement)
Estimated Annual Rate per Private Drain Connection		\$35.64
Estimated Lifetime of the Work		20 years

Respectfully submitted,


Carl Rumiel, P. Eng.
Design & Construction Engineer

Recommended for approval,


Jerry D. Dolcetti, RPP
Commissioner of Engineering & Planning

CR/al
attachments

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2013-200

LOCAL IMPROVEMENT: (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" Pavement on Forest Avenue from The Crescent to Simpson Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

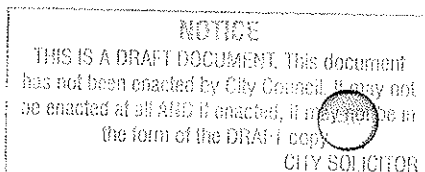
WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

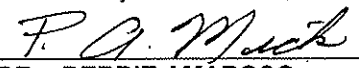
WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

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

1. The Corporation shall construct the works described in Schedules "A" and "B" hereto as local improvements under the said Act and in accordance with Plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said works.
3. The construction and completion of the said works shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of \$304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.
6. The sum of \$79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
7. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual instalments.
8. The debentures to be issued for the loan to be effected to pay the cost of the works when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.
10. The said Schedules "A" and "B" form a part of this by-law.
11. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 4th day of November, 2013.




MAYOR ~~DEBBIE AMAROSO~~
ACTING MAYOR ~~PAT MICK~~
CITY CLERK- MALCOLM WHITE

FIRST reading: November 4, 2013

SECOND reading: November 4, 2013

THIRD reading:

da LEGALSTAFF\BYLAWS\2013-200\LOCAL IMPROVEMENTS ST ANDREWS TERR.DOC

Read the **THIRD** time and finally passed in open Council this 20th day of January, 2014.

MAYOR – DEBBIE AMAROSO

CITY CLERK- MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2013\2013-200 LOCAL IMPROVEMENTS FOREST AVENUE THIRD READING.DOC

**CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS- SECTION 3**

SCHEDULE "A"

BY-LAW 2013-200

JOB NUMBER	STREET	FROM	TO	LENGTH	SIZE	#OF P.D.C.	ASSESSABLE FRONTAGE	ESTIMATED COST
A-2013-5-01	Forest Avenue	The Crescent	Simpson Street	276m	250mm-300mm	35	435.0m	\$23,906.10

CR/al
2013 11 04

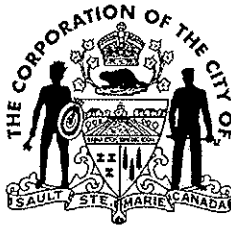
**CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT - SECTION 3**

SCHEDULE "B"

BY-LAW 2013-200

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>#OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2013-7-01	Forest Avenue	The Crescent	Simpson Street	276m	10.0m	n/a	450.2m	\$35,789.98

CR/al
2013 11 04



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Civic Centre
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2013-200, SECTION 3
REGULATION 586/06 MUNICIPAL ACT**

ENGINEER'S REPORT

2013 11 04

Nature of Work	Construction of:	Construction of sanitary sewer, private drain connection and Class "A" pavement
	On:	Forest Avenue
	From:	The Crescent
	To:	Simpson Street
Estimated Cost of Work		\$1,187,000.00
Estimated Assessable Abutting Frontage		435.0m (Sanitary sewer) 450.2m (Class "A" pavement)
Estimated Cost to be Borne by Assessable Abutting Property		\$23,906.10 (Sanitary sewer) \$35,789.98 (Class "A" pavement)
Estimated Cost to be Borne by The Corporation		\$1,127,303.92
Special Rate per Metre Frontage		\$30.50 (Sanitary sewer) \$79.50 (Class "A" pavement)
Special Rate per Private Drain Connection		\$304.00
Estimated Interest Rate		3%
Term		10 years
Estimated Annual Rate per Metre Frontage		\$3.58 (Sanitary sewer) \$9.32 (Class "A" pavement)
Estimated Annual Rate per Private Drain Connection		\$35.64
Estimated Lifetime of the Work		20 years

Respectfully submitted,

Recommended for approval,

Carl Rumel, P. Eng.
Design & Construction Engineer

Jerry D. Dolcetti, RPP
Commissioner of Engineering & Planning