REGULAR MEETING OF CITY COUNCIL
AGENDA

Tuesday, February 18, 2014

4:30 p.m.

Council Chambers

Pages

1. ADOPTION OF MINUTES 13 - 30

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

Resolved that the Minutes of the Regular Council Meeting of 2014 02 03 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 S. Myers
Seconder: Councillor M. Bruni

Resolved that the Agenda for 2014 02 18 City Council Meeting as presented be approved.

5. PROCLAMATIONS/DELEGATIONS

5.1 Municipal Heritage Committee Award 31 - 31

Martti Lemieux and Justus Veldman, Blue Forest Ventures and Riversedge Developments will be in attendance to receive the Municipal Heritage Committee Award.

5.2 Sault Ste. Marie Safe Communities Partnership 32 - 45

Tim Lavoie, Vice-President

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5.3 St. Mary's River Marine Heritage Centre 46 - 54

Louis Muio, President

5.4 Bell Mobility Inc. Agreement – Portion 57 Des Chenes Drive

Representatives of Bell Mobility Inc. will be in attendance concerning agenda item 6.18.

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

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

Resolved that all the items listed under date 2014 02 03 – Part One – Consent Agenda be approved as recommended.

6.1 Extension of Absence – Councillor Manzo

Resolved that Council, pursuant to Section 259 (1) (c) of the *Municipal Act,* authorize the absence from Council meetings of Councillor Manzo due to illness for a period in excess of three successive months and that such authorization be extended to May 26, 2014 and reviewed again at that time.

6.2 Correspondence 55 - 60

- AMO
- Isabel and Reno Bordin re: snow removal

6.3 Staff Travel 61 - 61

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

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

Resolved that the report of the Chief Administrative Officer dated 2014 02 08 concerning Staff Travel be approved as requested.

6.4 Ontario Disaster Relief Assistance Program (ODRAP) Funding 62 - 95

Reports of the Commissioner of Finance and Treasurer and the Chief Administrative Officer are attached for the consideration of Council.

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

Resolved that the reports of the Commissioner of Finance and Treasurer and the Chief Adminiostrative Officer dated 2014 02 18 concerning Ontario Disaster Relief Assistance Program (ODRAP) Private and Public Assistance Process be

received and that City Council proceed with providing the Minister of Municipal Affairs and Housing with the information collected regarding private and public losses, and request the Minister make a declaration of a disaster area under the ODRAP program and approve a Disaster Relief Committee.

6.5 Property Tax Appeals 96 - 97

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

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

Resolved that the report of City Tax Collector dated 2014 02 18 concerning Property Tax Appeals pursuant to Section 357 of the *Municipal Act* be approved and that the tax records be amended accordingly.

6.6 Workers' Compensation Services Agreement between the City and School Boards' Co-operative Inc. 98 - 99

A report of the Acting Commissioner of Human Resources is attached for the consideration of Council.

The relevant By-law 2014-44 is listed under item 11 of the Agenda and will be read with all other by-laws under that item.

6.7 Requests for Financial Assistance for National/International Sports Competitions 100 - 121

Three reports of the Manager of Recreation and Culture are attached for the consideration of Council.

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

Resolved that the report of the Manager of Recreation and Culture dated 2014 02 18 concerning Financial Assistance for National/International Sports Competitions – Canadian Junior Curling Championships be received and that a $400 financial assistance grant for Leah Hodgson and Laura Masters and $200 financial assistance for Nicholas Servant for their participation at the M & M Meat Shops Canadian Juniors Curling Championships in Liverpool, Nova Scotia from January 18 to 26, 2014 be approved.

Resolved that the report of the Manager of Recreation and Culture concerning Request for Financial Assistance for National/International Sports Competitions – Sault Speed Skating Club be received and that a $400 financial assistance grant for team members Kieran Desjardins, Josh Grawbarger, Keira Neveau and Mitchell Richmond for their participation at the Canadian Age Class Speed Skating Championships in Quebec City, Quebec, February 8 and 9, 2014 be approved.

Resolved that the report of the Manager of Recreation and Culture dated 2014 02 18 concerning Request for Financial Assistance for National/International Sports Competitions – Richard MacLennan – Speed Skating be received and

that a $200. financial assistance grant for Mr. MacLennan's participation at the Canada Cup Speed Skating Championships in Saskatoon, Saskatchewan January 24 to 26, 2014, be approved.

6.8 Standard Terms and Conditions Contract – Signing Authority 122 - 131

A report of the Supervisor of Recreation is attached for the consideration of Council.

The relevant By-law 2014-46 is listed under item 11 of the Agenda and will be read with all other by-laws under that item.

6.9 Ermatinger-Clergue National Historic Site (ECNHS) – Tender of Summer Kitchen Renovations 132 - 136

Reports of the Commissioner of Community Services and the Manager of Purchasing are attached for the consideration of Council.

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

Resolved that the report of the Commissioner of Community Services dated 2014 02 18 concerning Ermatinger-Clergue National Historic Site (ECNHS) – Tender of Summer Kitchen Renovations be received as information.

Resolved that the report of the Manager of Purchasing dated 2014 02 18 be endorsed and that the tender for Summer Kitchen Revisions at the Ermatinger-Clergue National Historic Site, as required by the Community Services Department, be awarded as recommended.
Further Be It Resolved that the City's consultant, Chris Tossell, be authorized to provide a Letter of Intent formally authorizing Avery Construction Ltd. to proceed with the construction of this project. A by-law authorizing signature of a formal contract for construction will appear on a future Council Agenda.

6.10 2013 Annual Fee Report – Building Code 137 - 139

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

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

Resolved that the report of the Chief Building Official dated 2014 02 18 concerning the 2013 Annual Fees be received as information.

6.11 Upgrading Surface Treated Roads 140 - 148

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

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

Resolved that the report of the Director of Engineering Services dated 2014 02 18 concerning Upgrading Surface Treated Roads be accepted as information, and that the Engineering Division continue to recommend resurfacing programs that address the most seriously deteriorated road surfaces, with the long-term intent to convert at least high-volume surface treated roads and those with bus routes to a class B standard.

6.12 Single Lane Bridge Rehabilitation – Four Shared Bridges with Prince Township 149 - 150

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

The relevant By-laws 2014-42 and 2014-47 are listed under item 11 of the Agenda and will be read with all other by-laws under that item.

6.13 Closure of Fourth Line East at Backcountry Court 151 - 152

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

The relevant By-law 2014-48 is listed under item 11 of the Agenda and will be read with all other by-laws under that item.

6.14 711/719 Bay Street – Seawall 153 - 155

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

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

Resolved that the report of the Director of Engineering Services dated 2014 02 18 concerning 711/719 Bay Street – Seawall be accepted as information, and that the replacement of the seawall be included in the next five year capital plan, and that the seawall be monitored by our structural engineering consultant for further deterioration in the interim.

6.15 Request to Have 1' Reserve Declared Surplus – Sharon Hill Subdivision II 156 - 158

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

The relevant By-law 2014-41 is listed under item 11 of the Agenda and will be read with all other by-laws under that item.

6.16 Licence of Occupation of City Property – 166 Plaintree Drive 159 - 162

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

The relevant By-law 2014-35 is listed under item 11 of the Agenda and will be read with all other by-laws under that item.

6.17 Sale of City Owned Property Abutting 28 Simcoe Street 163 - 165

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

The relevant By-law 2014-45 is listed under item 11 of the Agenda and will be read with all other by-laws under that item.

6.18 Bell Mobility Inc. Agreement - Portion 57 Des Chenes Drive 166 - 168

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

The relevant By-law 2014-32 is listed under item 11 of the Agenda and will be read with all other by-laws under that item.

6.19 Private Snow Dump Sites 169 - 171

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

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

Resolved that the report of the Assistant City Solicitor regarding private snow dump sites be received as information; further that with respect to 296 North Street and the second site located in the City, the Legal Department write to the relevant property owners to direct their attention to the applicable City by-laws and require their compliance.

6.20 Lease Agreement with Mill Market Inc. – 35 Canal Drive (Municipal Fish Hatchery Property) 172 - 174

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

The relevant By-law 2014-50 is listed under item 11 of the Agenda and will be read with all other by-laws under that item

6.21 Comprehensive Signs By-law Consulting Services 175 - 176

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

The relevant By-law 2014-43 is listed under item 11 of the Agenda and will be read with all other by-laws under that item.

6.22 East End Sewage Treatment Plant – UV Disinfection Effluent Weir Replacement 177 - 182

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

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

Resolved that the report of the Land Development and Environmental Engineer dated 2014 02 18 concerning the UV Disinfection Effluent Weir Replacement be received, and that:

1. Contract 2014-6E be awarded to Graham B. Newman Construction Inc., and
2. AECOM be retained for contract administration fee of $7,000.00.

The relevant By-law 2014-34 authorizing execution of the Contract is listed under item 11 of the Agenda and will be read with all other by-laws under that item.

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1 ADMINISTRATION

7.2 COMMUNITY SERVICES DEPARTMENT

a. St. Mary's River Marine Heritage Centre 183 - 203

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

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

Resolved that the report of the Commissioner of Community Services dated 2014 02 18 concerning St. Mary's River Marine Heritage Centre be received and that the recommendation (Option 1 of the April 8, 2013 report) that any further Municipal funding ***not*** be provided to the Centre, be approved.

7.3 ENGINEERING

7.4 FIRE

7.5 LEGAL

7.6 PLANNING

a. Application No. A-22-13-Z – Rita Marie Sopha – 23 Ferris Avenue 204 - 230

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

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

Resolved that the reports of the Planning Department dated 2014 02 18 concerning Application No. A-22-13-Z – Rita Marie Sopha – 23 Ferris Avenue – be received and that the application to rezone the subject property from R2" (Single Detached Residential) zone to "RS" (Single Detached Residential Zone with a Special Exception) to permit a second dwelling unit on the subject property be approved subject to the following special provisions:

1. That the required parking for the property be reduced from 3 to 2 spaces.
2. That the required parking spaces may be provided in a stacked arrangement.
3. That only the northerly driveway used.
4. That the front yard be landscaped including at least one tree.
5. That the existing storage structure located in the rear yard be removed and that no further buildings be constructed on the property.
6. That the required side yard and rear yard setbacks for the second unit in the garage be reduced as follows:
   a. side yard setback be reduced from 1.2 m (4 feet) to 0.9 m (3 feet)
   b. rear yard setbck be reduced from 10 m (33 feet) to 1.5 m (5 feet).
7. That the required lot coverage be increased from a maximum of 40% to 43%.

b. Application No. A-3-14-Z – Chris Cooper – 88 White Oak Drive 231 - 240

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

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

Resolved that the report of the Planning Department dated 2014 02 18 concerning Application No. A-3-14-Z – Chris Cooper – 88 White Oak Drive be postponed to March 3, 2014.

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

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. Myers
Seconder: Councillor F. Fata

Resolved that all by-laws listed under item 11 of the Agenda under date 2014 02 03 be approved.

11.1 By-laws before Council TO BE PASSED which do not require more than a simple majority 241 - 274

a. By-law 2014-32 - Agreement - 57 Des Chenes Dr. - Bell Mobility 275 - 284

A report from the City Solicitor is on the agenda.

Resolved that By-law 2014-32 being a by-law to authorize an agreement between the City as Landlord and Bell Mobility Inc. as Tenant to permit a tower and equipment shelter on the Leased Premises being a portion of civic 57 Des Chenes Drive be passed in open Council this 18th day of February, 2014.

b. By-law 2014-34 - Agreement Engineering - Graham Newman Construction Inc. - East End Water Pollution Control Plant UV Disinfection Effluent Weir Replacement (Contract 2014-6E) 285 - 318

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

Resolved that By-law 2014-34 being a by-law to authorize execution of a contract between the City and Graham Newman Construction Inc. for the East End Water Pollution Control Plant UV Disinfection Effluent Weir Replacement (Contract 2014-6E) be passed in open Council this 18th day of February, 2014.

c. By-law 2014-35 - Agreement - Plaintree Drive - Rossi 319 - 325

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

Resolved that By-law 2014-35 being a by-law to authorize an agreement between the City and Maria A. Rossi as Licencee to permit a monument (described as a brick structure with a granite faceplate indicating the owners and the address of the Rossi property, with a short light post extending from the top) to be placed on a portion of the Plaintree Drive boulevard in front of the Licencee’s property be passed in open Council this 18th day of February, 2014.

d. By-law 2014-41 - Property - Surplus - 1' Reserve Sharon Hill Subdivision II 326 - 327

A report from the City Solicitor is on the agenda.

Resolved that By-law 2014-41 being a by-law to declare the City owned property legally described as PIN 31593-0042 (LT) PCL 9516 SEC AWS; BLK 29 PL M391 KORAH; SAULT STE. MARIE being a 1' reserve in the Sharon Hill Subdivision as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 18th day of February, 2014.

e. By-law 2014-42 - Agreement Engineering - Minister of Rural Affairs - Four Bridges on Base Line and Town Line

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

Resolved that By-law 2014-42 being a by-law to authorize a contribution agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Rural Affairs for reconstruction of bridges 12, 13, 14 and 15 on Base Line and Town Line Road be passed in open Council this 18th day of February, 2014.

f. By-law 2014-43 - Agreement Planning - Consulting Services - New Signs 328 - 344

A report from the Planning Director is on the agenda.

Resolved that By-law 2014-43 being a by-law to authorize an agreement between the City and Martin Rendl Associates for consulting services regarding the development of a new Comprehensive Signs By-law in the amount of $39,890 excluding HST be passed in open Council this 18th day of February, 2014.

g. By-law 2014-44 - Agreement Human Resources - School Boards' Co-operative Inc. (WSIB) 345 - 359

A report from the Acting Commissioner, Human Resources is on the agenda.

Resolved that By-law 2014-44 being a by-law to authorize an agreement between the City and School Boards' Co-operative Inc. for Workers' Compensation services which include providing advice and direction to the City, liaising with relevant Ministries, case analysis/presentation and representation at WSIB Tribunal Hearings be passed in open Council this 18th day of February, 2014.

h. By-law 2014-45 - Property Sale - 28 Simcoe Street - Desjardins 360 - 361

A report from the City Solicitor is on the agenda.

Resolved that By-law 2014-45 being a by-law to authorize the sale of surplus property at 28 Simcoe Street to Danny Lou Desjardins be passed in open Council this 18th day of February, 2014.

i. By-law 2014-46 - Agreement CSD - Delegate Signing Authority and Standard Terms and Conditions Contracts 362 - 370

A report from the Supervisor of Recreation is on the agenda.

Resolved that By-law 2014-46 being a by-law to delegate to the Manager of Recreation & Culture, Community Services Department signing authority under section 23.1 of the *Municipal Act, 2001* to execute Standard Terms and Conditions Contracts on behalf of the City of Sault Ste. Marie and sports leagues that use City facilities be passed in open Council this 18th day of February, 2014.

j. By-law 2014-47 - Agreement Engineering - Prince Twp - Four Bridges on Base Line and Town Line 371 - 377

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

Resolved that By-law 2014-47 being a by-law to authorize a contribution agreement between the City and The Corporation of the Township of Prince for reconstruction of bridges 12, 13, 14 and 15 on Base Line and Town Line Road be passed in open Council this 18th day of February, 2014.

k. By-law 2014-48 - Temporary Street Closing - Fourth Line East 378 - 378

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

Resolved that By-law 2014-48 being a by-law to permit the temporary closing of Fourth Line East just west of Backcountry Court to facilitate the replacement of a cross culvert be passed in open Council this 18th day of February, 2014.

l. By-law 2014-49 - Planning - Community Improvement Project - Downtown 379 - 420

A report from the Planner is on the agenda.

Resolved that By-law 2014-49 being a by-law to designate the Downtown Area of the City of Sault Ste. Marie as a Community Improvement Project Area and to implement and adopt the Sault Ste. Marie Downtown Community Improvement Plan dated February 3, 2014 be passed in open Council this 18th day of February, 2014.

m. By-law 2014-50 - Agreement - 35 Canal Drive - Mill Market Inc. (Fish Hatchery Property) 421 - 424

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

Resolved that By-law 2014-50 being a by-law to authorize an agreement between the City and Mill Market Inc. to facilitate the housing of a temporary Farmers' Market on City property, specifically the Municipal Fish Hatchery Property located at 35 Canal Drive be passed in open Council this 18th day of February, 2014.

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

a. By-law 2014-4 - Street Name Change Fairview Avenue to St. Patrick Street 425 - 425

Passed by Council Resolution on February 3, 2014.

Resolved that By-law 2014-4 being a by-law to rename Fairview Avenue east of Peoples Road, and a portion of Sherwood Parkway to St. Patrick Street be read the first and second time in open Council this 18th day of February, 2014.

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

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

13. CLOSED SESSION

14. ADJOURNMENT

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

Resolved that this Council now adjourn.

REGULAR MEETING OF CITY COUNCIL
MINUTES

Monday, February 3, 2014
4:30 a.m.
Council Chambers

Present:	Acting Mayor T. Sheehan, Councillor L. Turco, Councillor S. Butland, Councillor S. Myers, Councillor M. Bruni, Councillor J. Krmpotich, Councillor R. Niro, Councillor P. Christian, Councillor F. Fata, Councillor P. Mick,
Absent:	Mayor D. Amaroso, Councillor B. Watkins, Councillor F. Manzo
Officials:	Joe Fratesi, Malcolm White, Nuala Kenny, Larry Girardi, Bill Freiburger, Jerry Dolcetti, Frank Coccimiglio, Nick Apostle Mike Nadeau, Shelley Schell, Don Elliott

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1. ADOPTION OF MINUTES

Moved by: Councillor S. Myers
Seconded by: Councillor M. Bruni
Resolved that the Minutes of the Regular Council Meeting of 2014 01 20 be approved.

Carried

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

Moved by: Councillor S. Myers
Seconded by: Councillor M. Bruni
Resolved that the Agenda for 2014 02 03 City Council Meeting as presented be approved.

Carried

5. PROCLAMATIONS/DELEGATIONS

Proclamations

5.1. Bon Soo

Brett Lund, President of the Bon Soo Board of Directors and Mr. Bon Soo were in attendance.

Delegations

5.2. PUC Services Inc.

Dominic Parrella, President and CEO was in attendance to present details of the preferred water quality improvement strategy.

5.3. Graffiti Transformation Project

Lisa Vezeau-Allen, Executive Director – Sault Ste. Marie and District Arts Council was in attendance concerning the proposed project.

Moved by: Councillor S. Myers
Seconded by: Councillor S. Butland
Whereas the Arts Council of SSM and District and NORDIK Institute are preparing an collaborative Ontario Trillium Foundation funding application to research the role of graffiti/murals in youth engagement, labour force development and place making in the creative economy; and
Whereas the study will contribute to the community's current and future development strategies;
Now Therefore Be It Resolved that the City Council provide a letter of support for the funding application.

Carried

5.4. Economic Development Corporation - Innovation Centre Accountability Agreement

Tom Dodds, CEO – Economic Development Corporation, Tom Vair, Executive Director – Innovation Centre and Mike Marinovich, Destiny Sault Ste. Marie were in attendance concerning agenda item 7.8.a

5.5. 2014 Budget

Shelley Schell, Manager of Finance and Budgets presented the 2014 Draft Budget.

5.6. Canada Post Resolution (Item 8.3)

Mark Barsanti, President - Chamber of Commerce, Don Edwards, Member - Seniors Health Advisory Committee, Wayne King, Chair - Accessibility Advisory Committee and Mike Doherty, President - Sault Ste. Marie Local – CUPW were in attendance concerning this item.

5.7. Westray Amendments Resolution (Item 8.4)

Councillor Joe Krmpotich and Sylvia Boyce, D6 Health and Safety Co-ordinator - United Steelworkers were in attendance concerning this item.

5.8. Downtown Development Initiative - 2014 Downtown Community Improvement Plan

Mark Brown was in attendance and gave a verbal presentation concerning this item.

CONSENT AGENDA

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

Moved by: Councillor S. Myers
Seconded by: Councillor F. Fata
Resolved that all the items listed under date 2014 02 03 – Part One – Consent Agenda be approved as recommended, save and except items 6.4 and 6.21.

Carried

6.1. Ontario Lottery and Gaming

Councillor P. Christian declared a pecuniary interest on this item. (Spouse employed by OLG)

Councillor R. Niro declared a pecuniary interest on this item. (Family member employed by OLG)

Correspondence from Ontario Lottery and Gaming advising that the quarterly payment from October 1 to December 31, 2013 is $313,779 was received by Council.

6.2. Christmas Cheer

Correspondence from the Convener of Christmas Cheer was received by Council.

6.3. Staff Travel Request

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

Moved by: Councillor S. Myers
Seconded by: Councillor M. Bruni
Resolved that the report of the Chief Administrative Officer dated 2014 02 03 concerning Staff Travel Requests be approved as requested.

Carried

6.4. CN Rail – Cancellation of Passenger Service from Sault Ste. Marie to Hearst

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

Moved by: Councillor S. Myers
Seconded by: Councillor F. Fata
Resolved that the report of the Chief Administrative Officer dated 2014 02 03 concerning CN Rail – Cancellation of Passenger Service from Sault Ste. Marie to Hearst be received as information and that City Council request the Federal government (Transport Canada) to continue financial support for the operation of passenger service between Sault Ste. Marie and Hearst for a further period of one year; that CN Rail be requested to continue to operate this service for that one year period so as to allow all stakeholders to come together and devise various options to ensure the continued viability of all aspects of the rail service well into the future. It is further recommended that all stakeholders having an interest in the future of this rail line be called to a meeting with the intent of forming a working committee similar to that which was formed in 2009 to deal with Huron Central Rail.

Carried

a. Additional correspondence

6.5. Corporate Strategic Plan – Progress Report

Councillor M. Bruni declared a pecuniary interest on this item. (For any discussion concerning the OLG Modernization item in the report - employed by OLG)

Councillor P. Christian declared a pecuniary interest on this item. (For any discussion concerning the OLG Modernization item in the report - spouse employed by OLG)

Councillor R. Niro declared a pecuniary interest on this item. (For any discussion concerning the OLG Modernization item in the report - family member employed by OLG)

Moved by: Councillor S. Myers
Seconded by: Councillor F. Fata

Resolved that the report of the Deputy City Clerk and Manager of Quality Improvement dated 2014 02 03 concerning 2011-2014 Corporate Strategic Plan – Progress Report be received as information.

Carried

6.6. Property Tax Appeals

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

Moved by: Councillor S. Myers
Seconded by: Councillor F. Fata
Resolved that the report of City Tax Collector dated 2014 02 03 pursuant to Section 357 of the *Municipal Act* be approved and that the tax records be amended accordingly.

Carried

6.7. 2014 Budget

The draft budget was provided for the information of Council.

6.8. Walk of Fame

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

Moved by: Councillor S. Myers
Seconded by: Councillor M. Bruni
Resolved that the report of the Commissioner of Community Services dated 2014 02 03 concerning the Walk of Fame be received as information and that Option 3 of the Consultant's report be approved by City Council, subject to approval as a supplementary item in the 2014 or a subsequent budget.

Carried

6.9. Northern Community Centre – Snow Accumulation at Specific Exits

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

Moved by: Councillor S. Myers
Seconded by: Councillor M. Bruni
Resolved that the report of the Commissioner of Community Services dated 2014 02 03 regarding the Northern Community Centre – Snow Accumulation at Specific Exits be accepted as information.

Carried

6.10. Youth Friendly Community Application – Request for Funding

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

Moved by: Councillor S. Myers
Seconded by: Councillor M. Bruni
Resolved that the report of the Supervisor of Community Services dated 2014 02 03 concerning funding to support the youth friendly designation application process be received, and that $13,500 be transferred from Grants – Youth Partnership to the Community Services Department, Recreation and Culture Division.

Carried

6.11. Update on Repairs to Bridges and Culverts – September 9/10, 2013 Flooding

Moved by: Councillor S. Myers
Seconded by: Councillor M. Bruni
Resolved that the report of the Director of Engineering Services dated 2014 02 03 concerning Update on Repairs to Bridges and Culverts – September 9/10, 2013 Flooding be received and that the recommendations therein to:

- apply the majority of the 2013 $2.5M capital budget for bridges and aqueducts and any available surplus from the 2013 capital plan to the bridge structural and scour repairs to Bridges No. 8 – Fourth Line; No. 10 – Fourth Line; No. 31 – Old Goulais Bay Road; No. 7 – Old Garden River Road; No. 1 – Great Northern Road as well as scour and erosion issues on several other bridges and culverts;
- authorize Avery Construction to proceed with channel repairs and revetment construction to Bridge No. 8 on Fourth Line at a cost of $330,940;
- authorize Palmer Construction Group to complete repairs to Bridge No. 7 on Old Garden River Road and five box culverts on Second Line and Third Line at a cost of $159,943;
- retain Palmer Construction to complete the replacement of the cross culverts on Fourth Line near Backcountry Court and on Fish Hatchery Road at an estimated cost of $287,351;
- be approved.

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

Carried

6.12. Additional Work to Forest Avenue Reconstruction

The report of the Design and Construction Engineer was received by Council.
The relevant By-law 2014-36 is listed under Item 11 of the Minutes.

6.13. Demolition of 206 Cathcart Street

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

Moved by: Councillor S. Myers
Seconded by: Councillor M. Bruni
Resolved that the report of the Chief Building Official dated 2014 02 03 concerning Demolition of 206 Cathcart Street be received and the recommendation to hire Wright Time Contracting to demolish the building located at 206 Cathcart Street at a cost of $27,493 +HST be approved. Costs to be added to the taxes for the subject property.

Carried

6.14. Street Name Change – Fairview Avenue East of Peoples Road and a Portion of Sherwood Parkway

The report of the Engineering Intern was received by Council.

Moved by: Councillor S. Myers
Seconded by: Councillor M. Bruni
Resolved that the report of the Engineering Intern dated 2014 02 03 concerning Street Name Change – Fairview Avenue east of Peoples Road and a portion of Sherwood Parkway to be named St. Patrick Street be approved.

Carried

6.15. Canada Post New Delivery Policy

The report of the Engineering Intern was received by Council.

Moved by: Councillor S. Myers
Seconded by: Councillor F. Fata
Resolved that the report of the Engineering Intern dated 2014 02 03 concerning Canada Post New Delivery Policy be received as information.

Carried

6.16. Authorization and Agreement for Disclosure Between the City and Algoma Bioseptic Technologies Inc.

The report of the City Solicitor was received by Council.
The relevant By-law 2014-37 is listed under Item 11 of the Minutes.

6.17. Community Improvement Plan – Appeal

The report of the City Solicitor was received by Council.

Moved by: Councillor S. Myers
Seconded by: Councillor F. Fata
Resolved that the report of the City Solicitor dated 2014 02 03 concerning Community Improvement Plan – Appeal be received as information.

Carried

6.18. Procedure By-laws – Housekeeping

The report of the Solicitor/Prosecutor was received by Council.
The relevant By-law 2014-33 is listed under Item 11 of the Minutes.

6.19. Sale of City Owned Property at 384 Dovercourt

A report of the City Solicitor was received by Council.
The relevant By-law 2014-40 is listed under Item 11 of the Minutes.

6.20. Homemakers and Nurses Services

The report of the Commissioner of Social Services was received by Council.
The relevant By-law 2014-39 is listed under Item 11 of the Minutes.

6.21. Downtown Development Initiative – 2014 Downtown Community Improvement Plan

Councillor R. Niro declared a pecuniary interest on this item. (Employer located in the subject area)

The report of the Planning Department was received by Council.

Moved by: Councillor S. Myers
Seconded by: Councillor F. Fata
Resolved that the report of the Planning Department dated 2014 02 03 concerning Downtown Development Initiative – 2014 Downtown Community Improvement Plan be received and that City Council adopt the Downtown Community Improvement Plan; Further that staff proceed with stage 2 funding applications to FedNor and NOHFC.

Carried

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-22-13-Z – Rita Marie Sopha – 23 Ferris Avenue

The report of the Planning Department was received by Council.

Moved by: Councillor S. Myers
Seconded by: Councillor F. Fata
Resolved that the report of the Planning Department dated 2014 02 03 concerning Application No. A-22-13-Z – Rita Marie Sopha – 23 Ferris Avenue be received and that City Council approves 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 second dwelling unit on the subject property subject to the following special provisions:

1. That the required parking for the property be reduced from 3 to 2 spaces;
2. That the required parking spaces may be provided in a stacked arrangement;
3. That only the northerly driveway be used;
4. That the front yard be landscaped including at least one tree;
5. That the existing storage structure located in the rear yard be removed and that no further buildings be constructed;
6. That the required side yard and rear yard building setbacks for the second unit in the garage be reduced as follows:

– Side yard setback be reduced from 1.2 m (4 feet) to 0.9 m (3 feet)
– Rear yard setback be reduced from 10 m (33 feet) to 1.5 m (5 feet);

7. That the required lot coverage be increased from a maximum of 40% to 43%.

Postponed

Moved by: Councillor S. Myers
Seconded by: Councillor L. Turco
Resolved that agenda item 7.6.a (Application No. A-22-13-Z) be postponed to the February 18, 2014 Council meeting.

Carried

a. Additional attachments and correspondence

7.7. PUBLIC WORKS AND TRANSPORTATION

7.8. BOARDS AND COMMITTEES

a. Economic Development Corporation – Innovation Centre Accountability Agreement Reports

The Economic Development Corporation and the Innovation Centre Accountability Reports and supporting information were received by Council.

Moved by: Councillor S. Myers
Seconded by: Councillor M. Bruni
Resolved that the Economic Development Corporation, Destiny Sault Ste. Marie and the Innovation Centre Accountability Reports and supporting information be received as information.

Carried

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

8.1. 2014 Olympics

Moved by: Councillor S. Myers
Seconded by: Councillor L. Turco
Whereas a number of athletes from Sault Ste. Marie and some with a Sault Ste. Marie connection will be competing in the 2014 Winter Olympic and Paralympic Games in Sochi Russia, including:

- Team Jacobs (Brad Jacobs, E.J. Harnden, Ryan Harnden, Ryan Fry, alternate Caleb Flaxey and coach Tom Coulterman) – curling
- Mac Marcoux and BJ (Billy Joe) Marcoux – para-Alpine racing
- Ted Nolan – coach, Latvian men's hockey team
- Jeff Carter (former Sault Greyhound player) – men's hockey
- Mike Smith (husband of Sault Ste. Marie's Brigitte Acton) – goaltender, men's hockey

And whereas the City of Sault Ste. Marie (and area) is immensely proud of these athletes and coach;

Now Therefore Be It Resolved that Sault Ste. Marie City Council, on behalf of the citizens of Sault Ste. Marie, extend best wishes and good luck in their respective competitions.

Carried

8.2. Dr. Ron Common

Moved by: Councillor P. Christian
Seconded by: Councillor S. Myers

Whereas Dr. Ron Common, President of Sault College has made an invaluable contribution to our community college through his vision and entrepreneurial approach which has led to unprecedented growth and campus expansion; and
Whereas this growth has a direct economic and quality-of-life benefit to our community now and for generations to come; and
Whereas Dr. Common has been awarded the Order of Ontario, which was created in 1986 and recognizes the highest level of individual excellence and achievement in any field; and
Whereas nominations are made by members of the public,
Now Therefore Be It Resolved that City Council through the Mayor sends a letter of congratulations and thanks to Dr. Ron Common upon receiving the Order of Ontario and for his significant contribution to Sault College and this city.

Carried

8.3. Canada Post

Moved by: Councillor T. Sheehan
Seconded by: Councillor J. Krmpotich
Whereas door-to-door home delivery of mail is a service that most Canadians have come to expect and have cherished for several generations; andWhereas this very basic means of communication and doing business is still very heavily relied upon by Canadians, especially seniors, the disabled and frail, and young parents who are not able to easily leave their homes to pick up their mail, especially in inclement weather; and
Whereas Canada Post announced on December 11, 2013 that it intended to take significant steps "to rescue the Crown Corporation from the digital revolution and make it profitable by 2019"; and
Whereas this plan by Canada Post includes phasing out door-to-door mail delivery starting in 2015, cutting 8,000 postal jobs and increasing substantially the price of postage; and
Whereas 46 Canadian communities were consulted by Canada Post with little or no consultation from Canada Post employees, seeking input and suggestions on how the Canadian postal business can remain sustainable and profitable in the face of technological modernization; and
Whereas there is pecuniary interesting information and opinion on the current and future financial viability of Canada Post and home delivery of postal products; and
Whereas no other "progressive" country in the world has taken steps to phase out existing door-to-door mail delivery, though many, like Canada continue to use communal boxes for new developments; and
Whereas the announcement of these steps comes in advance of the already scheduled 2014 Mandatory Review of Operations of Canada Post and the results of said review would better guide Canada Post and the government of Canada with respect to this very important decision,
Now Therefore Be It Resolved that Sault Ste. Marie City Council, very concerned about the significant loss of service and the local loss of jobs, urges Canada Post and the government of

Canada to postpone moving forward on these steps announced by Canada Post on December 11, 2013, pending the outcome of the scheduled 2014 Mandatory Review of Operations of Canada Post and providing an opportunity to all Canadians, including Canada Post employees, to provide input and comments that would assist in clearly determining the future viability of door-to-door mail delivery in Canada and Canada Post as a Crown Corporation. And Further that Canada Post be encouraged to expand and complement its traditional businesses with other opportunities such as, but not limited to, the banking business, as has been done in many other countries.

Recorded

Acting Mayor T. Sheehan	Yes			
Councillor L. Turco	Yes			
Councillor S. Butland	Yes			
Councillor S. Myers	Yes			
Councillor M. Bruni	Yes			
Councillor J. Krmpotich	Yes			
Councillor R. Niro	Yes			
Councillor P. Christian	Yes			
Councillor F. Fata	Yes			
Councillor P. Mick	Yes			
Mayor D. Amaroso			Absent	
Councillor B. Watkins			Absent	
Councillor F. Manzo			Absent	
Results	**10**	**0**		

Carried

Moved by: Councillor P. Christian
Seconded by: Councillor S. Butland
Mover: Councillor P. ChristianSeconder: Councillor S. Butland
Whereas Canada Post is a Crown Corporation of the federal government; and
Whereas Canada Post has recently announced drastic changes to the way it conducts its business, resulting in increased postal rates and, an undetermined number of job losses, a degree of uncertainty for those customers who currently have mail delivery, concern for the elderly and physically challenged who have mobility restrictions; and
Whereas various groups including the Canadian Postal Union and our local Chamber of Commerce have offered opposing views as to the process taken and the ultimate outcome of the Canada Post decision; and
Whereas postal services do not fall within the jurisdiction of municipal government, but will

nevertheless impact many in our community; and
Whereas it is imperative that council make informed and reasoned decisions, based on all available information on matters before it; and
Whereas several issues regarding the Canada Post decision remain unanswered;
Now Therefore Be It Resolved that Council ask EDC staff to initiate discussions with appropriate Canada Post officials to seek answers to questions which include but are not limited to the following:

How many local letter carriers will be displaced as a result of this decision?
How many local postal workers will be reassigned as a result of this decision?
What plans are in place to deal with customers who are elderly or physically handicapped?
What private sector arrangements are planned to address reduced service within affected communities?
How many communal mail boxes are planned for Sault Ste. Marie?
What considerations are being made or recommendations being offered to deal with public safety, theft, and snow removal within the immediate proximity of these boxes?
Are there any plans in place to help local charities that rely on mail campaigns to solicit much needed donor funds?
Is Canada Post considering pilot projects and/or joint partnerships with private sector businesses to address any of the above issues?

Further that the EDC be requested to report its findings to City Council at the March 3, 2014 meeting.

8.4. Westray Amendments – Workplace Fatalities

Councillor L. Turco declared a pecuniary interest on this item. (Spouse employed by Police Services)

Moved by: Councillor J. Krmpotich
Seconded by: 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; andWhereas 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
Now 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.

Recorded

Councillor S. Butland	Yes		
Councillor S. Myers	Yes		
Councillor M. Bruni	Yes		
Councillor J. Krmpotich	Yes		
Councillor R. Niro	Yes		
Councillor P. Christian	Yes		
Councillor F. Fata	Yes		
Councillor P. Mick	Yes		
Councillor T. Sheehan	Yes		
Mayor D. Amaroso			Absent
Councillor B. Watkins			Absent
Councillor F. Manzo			Absent
Results	**9**	**0**	

Carried

a. Additional Correspondence

8.5. Possible Closure of Etienne Brule

Councillor L. Turco declared a pecuniary interest on this item. (Member of the Accommodation Review Committee)

Councillor P. Mick declared a pecuniary interest on this item. (Daughter is employed by the Algoma District School Board)

Moved by: Councillor R. Niro
Seconded by: Councillor M. Bruni
Whereas a vibrant downtown is a major component of a healthy, prosperous, diverse and sustainable community; andWhereas the City has recently completed a major Downtown Development Initiative which resulted in more than $20 million of private sector investment; and
Whereas two major apartment buildings were constructed in the downtown as part of this very successful initiative; and

Whereas additional development is presently being developed at the former Sault Area Hospitals property, former St. Mary's Paper property and at the corner of Bay Street and East Street; and
Whereas the City will be providing additional incentives to encourage further development in the downtown as part of a second phase of the Downtown Development Initiative; and
Whereas the City will also be undertaking targeted capital improvements throughout the downtown to encourage a "sense of place" including streetscape improvements and park development to create a better residential environment; and
Whereas proximity to a school is a major consideration for many persons when choosing where to live; and
Whereas the Algoma District School Board has convened an Accommodation Review Committee to consider the future of Etienne Brule elementary school; and
Whereas Etienne Brule elementary school is the only remaining elementary school in the downtown area between West Street and Pine Street;
Now Therefore Be It Resolved that City Council request the Algoma District School Board to consider the negative effects on both the existing and future residential development in the downtown area associated with the possible closure of Etienne Brule public school as part of the accommodation review process.

Carried

11. CONSIDERATION AND PASSING OF BY- LAWS

Moved by: Councillor S. Myers
Seconded by: Councillor F. Fata
Resolved that all by-laws listed under item 11 of the Agenda under date 2014 02 03 be approved.

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

Carried

Moved by: Councillor S. Myers
Seconded by: Councillor F. Fata
Resolved that By-law 2014-40 being a by-law to authorize the sale of surplus property at 384 Covercourt to Mary-Ann Borrelli in Trust be passed in open Council this 3rd day of February, 2014.

AGREEMENTS

11.1. By-law 2014-37

Moved by: Councillor S. Myers
Seconded by: Councillor F. Fata
Resolved that By-law 2014-37 being a by-law to authorize the execution of an Authorization and Agreement for Disclosure between the City and Algoma Bioseptic Technologies Inc. for the release of necessary information for the completion of a Class Environmental Assessment be passed in open Council this 3rd day of February, 2014.

Carried

11.2. By-law 2014-39

Moved by: Councillor S. Myers
Seconded by: Councillor F. Fata
Resolved that By-law 2014-39 being a by-law to authorize the execution of an agreement between the City and Canadian Red Cross Sault Ste. Marie and District Branch with an annual budget up to $125,000 for the delivery of Homemakers and Nurses Services for the 2014 calendar year be passed in open Council this 3rd day of February, 2014.

Carried

COUNCIL PROCEDURE

11.3. By-law 2014-33

Moved by: Councillor S. Myers
Seconded by: Councillor F. Fata
Resolved that By-law 2014-33 being a by-law to repeal various by-laws that amend Procedure By-laws for the City of Sault Ste. Marie that have been repealed be passed in open Council this 3rd day of February, 2014.

Carried

PARKING

11.4. By-law 2014-38

Moved by: Councillor S. Myers
Seconded by: Councillor F. Fata
Resolved that By-law 2014-38 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule “A” to By-law 90-305 be passed in open Council this 3rd day of February, 2014. **By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority.**

Carried

PROPERTY SALE

11.5. By-law 2014-40

Moved by: Councillor S. Myers
Seconded by: Councillor F. Fata
Resolved that By-law 2014-40 being a by-law to authorize the sale of surplus property at 384 Dovercourt to Mary-Ann Borrelli in Trust be passed in open Council this 3rd day of February, 2014.

Carried

LOCAL IMPROVEMENTS

11.6. By-law 2014-23

Moved by: Councillor S. Myers
Seconded by: Councillor F. Fata
Resolved that by-law 2014-23 being 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 be read the first and second time in open Council this 3rd day of February, 2014.

Carried

11.7. By-law 2014-36

Moved by: Councillor S. Myers
Seconded by: Councillor F. Fata
Resolved that By-law 2014-36 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" Pavement on Simpson Street from Forest Avenue to Wellington Street East under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read the first and second time in open Council this 3rd day of February, 2014.

Carried

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

13. CLOSED SESSION

Moved by: Councillor S. Myers
Seconded by: Councillor F. Fata
Resolved that Council shall now go into Caucus to consider:

One labour relations matter concerning employee negotiations (section 239(2) Labour Relations or Employee Negotiations;

Further Be It Resolved that should the said Caucus meeting be adjourned, Council may

reconvene in Caucus to continue to discuss the same matters without the need for a further authorizing resolution.

Carried

14. ADJOURNMENT

Moved by: Councillor S. Myers
Seconded by: Councillor F. Fata
Resolved that this Council now adjourn.

Carried

_____
Mayor

_____
City Clerk

NEWS RELEASE
For Immediate Release
2014 02 10

BLUE FOREST VENTURES AND RIVERSEDGE DEVELOPMENTS RECEIVE MUNICIPAL HERITAGE COMMITTEE AWARD

(Sault Ste. Marie, ON) The Sault Ste. Marie Municipal Heritage Committee is pleased to announce Blue Forest Ventures and Riversedge Developments, as the recipients of the 2013 Municipal Heritage Committee Heritage Award.

This award is presented annually by the Corporation of the City of Sault Ste. Marie in recognition of contributions to the preservation, restoration and enhancement of the city's heritage resources.

As part of the process of redeveloping the property of the St. Mary's Paper Inc., Blue Forest Ventures Inc. and Riversedge Developments has preserved five of the historic buildings on site, only one of which, the Administration building, is designated under the Ontario Heritage Act and thus protected from demolition. The redevelopment of this site, now known as Mill Square, will encompass all 5 historic buildings and it is intended that these buildings will become functioning components of a mixed use residential and institutional complex. In addition, the City of Sault Ste. Marie is in the process of developing a wider plan for the "Canal District", an integrated urban revitalization plan that includes Mill Square and the historic Sault Ste. Marie Canal.

These historic buildings are part of the Clergue industrial empire that dates back to the late 19th Century. The preserved buildings are among the finest examples of the Richardson Romanesque style of architecture in the Province.

For their determination in preserving these historic buildings and planning for their adaptive reuse, congratulations to Blue Forest Ventures Inc. and Riversedge Developments on receiving the 2013 Sault Ste. Marie Municipal Heritage Award. The award will be presented at the February 18 City Council meeting.

-30-

For more information please contact:
Joe Cain, Manager of Recreation and Culture
Community Services Department
Phone: (705) 759-5312
Email: j.cain@cityssm.on.ca

Dear Mayor Amaroso and Council Members:

We are looking forward to the opportunity to attend and present some information on our past success and upcoming opportunities and their contribution to making Sault Ste. Marie a safer place to live, work and play.

During my first six months as President of Safe Communities Partnership, we have faced some significant changes, and we all know that change is often times challenging but, can be very rewarding. The response from our members to these changes indicates that they also believe that this is a time for renewed growth and sustainability.

We understand that your time is valuable and appreciate the opportunity to present to you pertinent information about Safe Communities Partnership. We also realize that five minutes is not enough time to share everything we would like to share with you, so we have prepared a package with additional information. If you have any questions regarding our information package and/or our presentation please feel free to contact me and I will do my very best to provide an informative answer. Tim Lavoie, Vice President of Sault Ste. Marie Safe Communities Partnership will make the presentation on behalf of the partnership.

Lastly, please accept my sincere apologies for not joining you at the council meeting on February 18th, 2014. I made a commitment in December to be out of town that day and unfortunately, I cannot change that commitment. Please do not construe my absence as a lack of passion for Safe Communities Partnership (SCP) in Sault Ste. Marie. It is not! I actually worked on a committee back in 2000 when Safe Communities Partnership was starting. I was away for years and then came back as President in June of 2013 because I believe in what this organization stands for and what it contributes to our community. As an associate professor at Algoma University, my research is focused on health and safety and how, as a social community, safety has to be something that we take care of in everything we do; certainly not just when we are at work. That is what makes Safe Communities Partnership such a wonderful organization to be involved with; we help people to be safe no matter what they are involved in and at every stage of their life!

Cathy Denomme
President, Sault Ste. Marie Safe Communities Partnership
safessm@gmail.com
705 542-3862
denomme@algomau.ca
705 206-3656

Sault Ste. Marie Safe Communities Partnership (SCP) has brought all of the key stakeholders into one forum to work towards a common goal of improved safety in our community and region. The only true way to influence safe performance in any community is to influence change at all levels. This is as much an attitude and culture as it is persistence and leadership. The coming together of this goal via the Safe Communities Partnership has allowed the community to challenge itself, set some common goals, and initiate change at many levels.

To become designated as a Safe Community in Canada, a community must successfully complete a 10-step process that is rigorous and requires regular re-designation [every five years] to ensure the Community is meeting the high standards expected. Safe Communities Partnership Sault Ste. Marie has met and exceeded these requirements.

Mission Statement
To make Sault Ste. Marie the safest place in the world in which to live, learn, work, and play, by creating a culture instilled with safety, education and commitment to injury prevention. More information regarding Safe Communities Sault Ste. Marie can be found at http://sault.safecommunities.parachutecanada.org/

Sault Ste. Marie has been recognized as a leader in the safety movement due to the diligence and commitment of the unique programs it has developed and implemented over the years Safe Communities Partnership has been in operation.

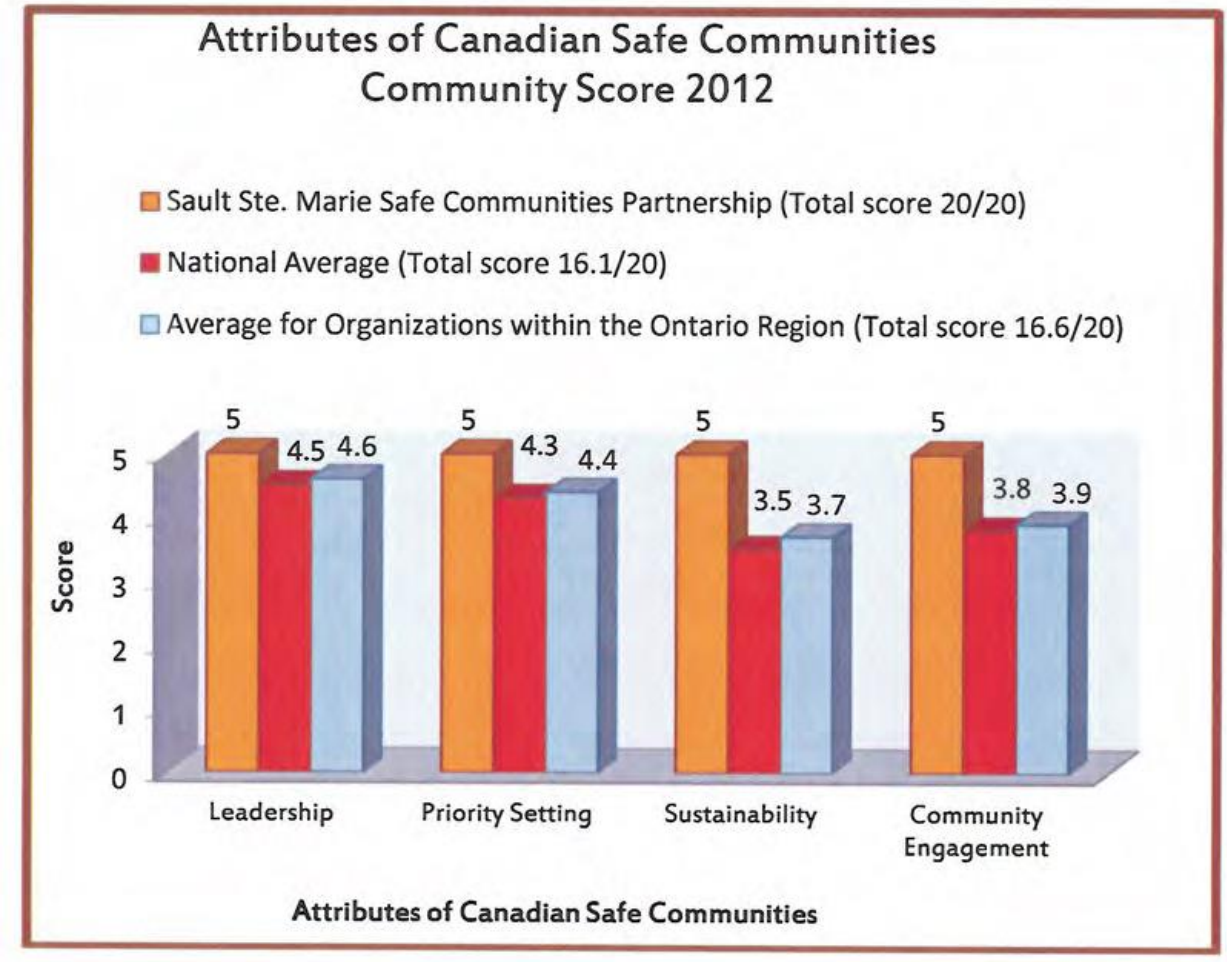
Background
Safe Communities Partnership has its origins in the Building an Extraordinary Community initiative of the late 1990's. This initiative was a collaboration of residents, government, and community based leaders and organizations tasked with defining priority issues in the community – addressing root causes and developing solutions.

In the Building Extraordinary Community Initiative (Strategic Plan 1999) our city committed to being "a safe, attractive community, which is committed to providing an extraordinary quality of life for all that live, work, and play in it." Fifteen years later, that vision is reflected in the City's 2011-2015 Strategic Plan. Safe Communities Partnership plays an important role in assisting the City in its efforts to provide "a safe and clean environment" and make "Sault Ste. Marie a great place to live, learn, work and play".

On November 18, 2002 the City of Sault Ste. Marie gave formal recognition of the Sault Ste. Marie Safe Communities Partnership as the umbrella organization for all injury prevention within the community. The city recognized the Sault Ste. Marie Safe Communities Partnership through its in-kind contributions such as: office space, use of meeting rooms and technical support.

In April 2005 city council approved an annual contribution of $40,000 to Safe Communities Partnership with the understanding that funding be subject to an annual review. Safe Communities Partnership has made presentations to Council on Feb. 7 2005, Feb 6, 2006, November 28, 2007, September 22, 2008, May 11, 2009, January 10, 2011, and on March 19, 2012. Our 2013 update came in the form of a written report submitted to CAO, Mayor and council and board in April 2013. We are here on February 18, 2014 making a report to Council on our initiatives.

Safe Communities Partnership has achieved a perfect score on the National Report Card for five consecutive years 2008 – 2012 (results for 2013 not available). This means that the city of Sault Ste. Marie has been successful in meeting the attributes of Leadership, Priority Setting of Programs, Sustainability, and Community engagement consistently over the past five years.



Sault Ste. Marie Safe Communities Partnership is one of 12 Canadian Safe Communities to report a perfect 20/20 Attribute Score (there are 64 designated Safe Communities in Canada).

WHO Designation

Safe Communities of Sault Ste. Marie holds a unique designation few cities in North American can match. Our community has been deemed among the safest places in the world, as designated by the World Health Organization (WHO). It is the highest recognition for injury prevention that a community can receive in the world. Sault Ste. Marie was designated a Safe Community by the World Health Organization in May 2003 and re-designated in June 2009. Sault Ste. Marie is one of only 6 Canadian cities to boast this prestigious designation. The WHO designation has opened doors to network on an international basis.

Safe Communities Partnership has been the champion ensuring that the municipality adheres to both the national and international certifying criteria. Without the support of City Council our city will lose both of these designations.

Safe Communities Partnership Terms of Reference

i. The primary direction of activities must be focused towards addressing the community's safety needs.
ii. The Sault Ste. Marie Safe Communities Partnership will establish and maintain partnerships for the purpose of exchanging information and to coordinate activities to reduce preventable injuries within the community.
iii. Membership will include all parties with an interest in injury prevention.
iv. The objectives of the committees will not conflict with the vision of the Sault Ste. Marie Safe Communities Partnership.
v. The Board of Directors will govern the Partnership in accordance to the by-laws of the Partnership.

The **Board of Directors** provides governance for the legal entity, provides support and leadership for the committees and work groups that comprise the partnership. The Board is voted in by the membership at the Annual General Meeting.

Board Members

Algoma Power	Essar Steel Algoma	LG Safety Solutions
Public Utilities Commission (PUC)	Health and Safety Professional	Algoma Public Health
Sault Ste. Marie Police Services	Electrical Safety Authority	Sault Ste. Marie Fire Services
Ministry of Labour	Algoma District School Board	Huron Superior Catholics District School Board
Sault College of Applied Arts and Technology	Algoma University	

Committees

The organizations and committees that comprise the partnership are independent of one another and are considered member organizations operating under the auspices of the Board of Directors and are guided by a three year Strategic Plan. Through several sub-committees, the Safe Communities Partnership covers injury prevention topics, including fall prevention, WHMIS, emergency response, first aid, bicycle safety and workplace stress.

- Elder Abuse Prevention Council
- Kids Safe Algoma
- Safe Grad
- Kidz Summer Safety Festival
- Algoma Council on Domestic Violence
- RiskWatch
- Slips, Trips and Falls Committee
- Sault Rising Starts
- Seniors Rights Protection Council

Members

- Algoma Power Inc.
- Algoma Public Health
- Algoma Insurance Group
- S&T Group
- SooMill Buildall
- PUC Services
- Essar Steel
- Health & Safety Professionals Inc.
- Pollard Banknote Ltd.
- Sault Ste. Marie Airport Development Corporation

Accomplishments in 2013

Community Safety

- Annual Kidz Summer Safety Festival
- Sault Rising Stars
- Annual Senior Rights Protection Conference
- Concussion Workshop (Dr. Charles Tator)
- Virtual Safety Village (online learning game for educators)
- Safe Communities achieved a perfect score on the annual score card from Safe Communities Canada (now known as Parachute)
- Local ambassador awards announced at the Pace Car event in October 2013

Workplace Safety

- Standardized Safety Orientation

  There are two courses: Standardized Safety Orientation – Original (SSO-O) and is 4 hours in length and the refresher course known as Standardized Safety Orientation-Refresher (SSO-R) and is 2 hours in length. These courses are updated annually to reflect changes in workplace safety legislation and safe workplace practices.

Action Plan for 2014 and beyond

Community Safety

- Continue to work with our existing committees
- Hire a Marketing Intern to assist Safe Communities Partnership to achieve our goals (NOHFC Intern Program).
- Implement the Virtual Safety Village game in grade fives classes in Sault Ste. Marie. This game developed by Safe Communities Partnership is aligned with the Ontario Curriculum and is an important injury prevention tool. It consists of modules focusing on a specific safety message e.g. recognizing indoor and outdoor electrical hazards, safe cycling, water safety, home safety, etc.

Workplace Safety

- Update SSO to reflect new legislation and to include the new supervisory training standard
- Develop an online SSO Refresher course
- Expand training offerings:
    - The Globally Harmonized System of Classification and Labelling of Chemicals (GHS) for Workplace Chemicals training (law by June 2015) individually or part of the SSO
    - Coordinate safety training i.e. due diligence, confined space etc.
    - MSDS coordination for companies

Benefits to participating companies and the community are important for our sustainability. Potential opportunities are:

- Provide workplace safety awareness training to youths through the high schools before they start their first job. There is an opportunity to use the existing high school programming e.g. Passport To Safety
- Mentorship – Safe Communities Partnership can solicit member companies who are willing to provide mentorship for companies that don't have the necessary resources or just need some advice e.g. when does GHS become law
- Provide safety links on:

    - Website elaws
    - Home safety
    - WSIB
    - Testimonials
    - Safety tip of the month
    - Safe Work Associations
    - Senior safety
    - MOL
    - Safety posters

Possible Revenue Generation:

- SSO - E training - to include new worker training- new standard
- GHS training (law by 2015) individually or part of the SSO
- COR Training
- MSDS coordination for companies
- WSIB Clearance Certificate tracking for member companies
- Safety training video library, participating companies can pool their safety training videos with SAFE COMMUNITIES PARTNERSHIP who will then provide an annual list of all safety training video's available to participating companies
- Safe Communities Partnership can provide a member access link on the Safe Communities Partnership website for shared safety policies, programs and check sheets that participating companies will upload to the website and download from, this will save companies money and considerable time because they don't have to reinvent the wheel
- Coordinated Safety Training for member companies by working closely with Safe Communities Partnership member companies to identify common training and educational opportunities therefore reducing training cost to participating companies

The Board of Safe Communities Partnership realizes that we must increase our revenue generating activities. There are opportunities (as mentioned above) that we are considering for the activities associated with Workplace Safety. We also realize that when it comes to Community Safety that the fund raising opportunities are not as apparent. We cannot charge children and seniors for the work our committees do to keep them safe. This poses a challenge that requires a creative solution and we are working on it.

Injury Statistics

Injuries are the leading cause of death for Canadians between the ages of 1 to 44; for Canadians aged 45 - 64, injuries are the third leading cause of death. Moreover, injuries are among the top causes of hospitalizations for Canadians of all ages. [2]

Injuries are often perceived as "accidents" that can be tacitly accepted, as such injury prevention initiatives have often not received the attention that they deserve. Canadians live in a world full of risks, yet they may not have the knowledge and inspiration to recognize and tackle these risks in a safe manner. A force, such as Safe Communities Partnership, is needed to call attention to the fact that injuries are not acts of fate; they don't have to happen and that the majority of injuries are predictable and preventable. See more at: http://www.parachutecanada.org/injury-topics#sthash.KlCbNvoM.dpuf

Economic Impact

On average, over 10,000 Canadians are killed and another 200,000 are hospitalized for serious injuries every year in Canada.[1] In fact, every new day, 35 more Canadians will die because of an injury. Many of those who survive are left with disabilities, both physical and emotional. Within the next two hours, at least one more Canadian becomes a quadriplegic for life. Every nine minutes, another child's or senior's injury leads to a permanent, life-altering disability. The cost of injury and all the damage that attaches to it is astronomical. With a $20 billion price tag, injury is a huge issue for all Canadians in societal and health care terms. [3]

Economic impact of Safe Communities Partnership:

Revenue Source	**Year**	**Amount**
Federal Grant	2000	29,582.00
Federal Grant	2001	5,648.00
Health Canada Grant	2002	50 000
Trillium Foundation	2002	25,000.00
Health Canada Grant	2003	20,000.00
HRDC Grant	2003	95,077.00
Trillium Foundation	2003	50,000.00
Safe Communities Fnd	2003	1,521.00
HRDC Grant	2004	24,025.00
Safe Communities Fnd	2004	1,500.00
Health Canada Grant	2004	13,401.00
HRDC Grant	2005	8,687.00
Safe Communities Fnd	2005	750.00
Trillium Foundation	2005	18,498.00
HRDC Grant	2006	9,162.00
Safe Communities Fnd	2006	1,000.00
HRDC Grant	2007	7,690.00
Trillium Foundation	2007	1,576.00
Victim Services Grant	2007	23,072.00
Safe Communities Fnd	2008	2,500.00
Safe Communities Fnd	2010	6,500.00
NOHFC	2011	25,443.00
Trillium Foundation	2012	23,732.00
Safe Communities Fnd	2012	3,500.00
Trillium and NOHFC	2012	68,117.00
Total Grant Revenue		**465,981.00**
Membership	2009	16,350.00
	2010	16,600.00

	2011	19,500.00
	2012	15,800.00
	2013	15,565.00
Total Membership Revenue		**$83,815.00**
SCIP*		
SCIP Fees	2000	10,604.00
SCIP Fees	2001	23,409.00
SCIP Fees	2002	8,712.00
SCIP Fees	2004	71,179.00
SCIP Fees	2005	29,542.00
Total SCIP Revenue		**$143,446.00**
*Safe Communities Incentive Program funded through WSIB		
SSO*	2004	$53,860.00
	2005	$22,400.00
	2006	$25,547.00
	2007	$24 167.00
	2008	$18,750.00
	2009	$33 438.00
	2010	$21 150.00
	2011	$31 038.00
	2012	$32 149.99
	2013	$4,175.00
Total SSO Revenue		**$124,732.00**
*Standardized Safety Orientation		
Raffle	2005	$92,091.00
	2006	$81,840.00
Total Raffle Revenue		**$173,931.00**
Total Injury Prevention Revenue		**$991,905.00**
City contribution since 2005		$320,000.00
		$1,311,905.00

For every dollar invested in safety there is a ROI of between $1.50 and $6.15 (Burton)[4]

Leveraging Value

The partnership goal of bringing resources from many sources and directing them to underfunded, value based initiatives has served the community extremely well.

For every $1 the city has contributed, the partnership has been able to raise an additional $3 (or a 4x multiple). In addition to that multiple, the above noted research has concluded that every dollar invested in safety results in a further multiple of between $1.50 and $6.15. Simply using the midpoint of $4, the effective economic impact and available resource is expanded to $16. To put that into perspective, city $320k has had direct benefit of over $5million dollars over the past 13 years. The city through tax funding could not achieve the outcomes without directly investing the $1.3 million alone

$1	X	4	X	4	=	$16
City funding		Partnership Multiple		Return on Safety		

Thank you very much for your time and support of the safety initiatives in our community. In order for Safe Communities Partnership to continue the good work that our diverse committees are doing it is critical for us to know that we have commitment from the City. That is the only way for us to continue to be one of Canada's safest cities for our residents and to make "Sault Ste. Marie a great place to live, learn, work and play".

References

[1] Public Health Agency of Canada. (2013). Table: Leading Causes of Death, Canada, 2008, males and females combined, counts (age-specific death rate per 100,000). Ottawa, ON. - See more at: http://www.parachutecanada.org/injury-topics#sthash.KlCbNvoM.dpuf
See more at: http://www.parachutecanada.org/injury-opics#sthash.KlCbNvoM.dpuf

[2] Public Health Agency of Canada. (2013). Table: Leading Causes of Hospitalizations, Canada, 2008, males and females combined, counts (age-specific hospitalization rate per 100,000). Ottawa, ON. - See more at: http://www.parachutecanada.org/injury-topics#sthash.KlCbNvoM.dpuf
See more at: http://www.parachutecanada.org/injury-topics#sthash.KlCbNvoM.dpuf

[3] SMARTRISK. Economic Burden of Injury. Toronto: 2009. - See more at: http://www.parachutecanada.org/injury-topics#sthash.KlCbNvoM.dpuf

[4] Burton, Joan., Senior Strategy Advisor, Healthy Workplaces, IAPA "The Business Case for a Healthy Workplace" © IAPA (Industrial Accident Prevention Association) 2008. http://www.iapa.ca/pdf/fd_business_case_healthy_workplace.pdf

SAFE COMMUNITIES PARTNERSHIP
SAULT STE. MARIE

1

NOVEMBER 18, 2002

…the City of Sault Ste. Marie gives formal recognition of the Sault Ste. Marie Safe Communities Partnership as the umbrella organization for all injury prevention within the community…

2

NOVEMBER 18, 2002

… has recognized the Sault Ste. Marie Safe Communities Partnership through its in-kind contributions such as: office space, use of meeting rooms and technical support…

3

BUDGET APPROVAL 2005

- In April 2005 city council approved an annual contribution of $40 000 to Safe Communities Partnership

…That funding for Safe Communities be subject to annual review…

4

Building Extraordinary Community Initiative (Strategic Plan 1999)

"a safe, attractive community, which is committed to providing an extraordinary quality of life for all that live, work, and play in it."

5

DIRECT IMPACT IN 2013

- Standardized Safety Orientation
- Safer Communities
- Annual Kidz Summer Safety Festival
- Sault Rising Stars
- Annual Senior Rights Protection Conference
- Concussion Workshop (Dr. Charles Tator)
- Virtual Safety Village (online learning game for educators)

6

SAFE COMMUNITIES PARTNERSHIP (SCP) 2014 STRATEGIC PLAN

Potential Revenue Generating Initiatives:

- SSO- E training - to include new worker training- new standard
- SSO-S training - to include new supervisory training standard
- GHS training (law by 2015) individually or part of the SSO
- Coordinate safety training i.e. due diligence, confined space etc.
- MSDS coordination for companies

7

SOME OF OUR MEMBERS

PUC SERVICES
Algoma Power Inc. (FORTIS ONTARIO)
ESSAR STEEL
SOO MILL BUILDALL
Sault Ste. Marie Ontario Canada
Algoma Public Health / Santé publique Algoma
S&T Group
POLLARD banknote limited
ALGOMA INSURANCE GROUP
Health & Safety Professionals Inc. FROM PREVENTION TO RETURN TO WORK
Sault Ste. Marie Airport DEVELOPMENT CORPORATION

8

LOCAL SUB COMMITTEES

Algoma Council on Domestic Violence
THE RISING STARS Sault Ste. Marie
Safe Grad
An injury prevention program from NFPA
KidSafe
Seniors Rights Protection Council
KIDZ SUMMER SAFETY FESTIVAL
SAFE COMMUNITIES PARTNERSHIP
Slip, Trips and Falls Committee

9

BOARD REPRESENTATION

PRIVATE SECTOR

- Algoma Power
- Public Utilities Commission (PUC)
- Essar Steel Algoma
- Health & Safety Professional

PUBLIC SECTOR

- SSM Police Services
- Electrical Safety Authority
- Ministry of Labour
- Health and Safety Professional
- Algoma Public Health

EDUCATION SECTOR

- Algoma District School Board
- Huron Superior Catholics District School Board
- Sault College of Applied Arts and Technology
- Algoma University

10

RECOGNITION

Community

- 2002, by city Council resolution, Safe Communities Partnership became the umbrella organization for injury prevention initiatives in Sault Ste. Marie

11

RECOGNITION

Nationally

- 2002-2006 recipient of Safe Communities Canada Awards of Excellence
- 2008, 2010 recipient of CN Award

12

RECOGNITION

Internationally

- 2003 and 2009, designated by the World Health Organization as an international safe community, an honour shared among only 6 Canadian communities

13

CONTRIBUTIONS

Community Safety

- Community Resource
- Increased Safety Awareness
- Injury Prevention
  - Children – Risk Watch, Kids Festival
  - Elderly – Rising Starts
- Safe Grad

14

CONTRIBUTIONS

Workplace Safety

- Affordable Training (SSO)
- Reduced WSIB, and injury related expenses
- Trained and available workforce in SSM

15

LEVERAGING VALUE

- City Council Contributes $40,000 / year
- When combined with Memberships, Grants, and Revenues resulted in a **4** times multiple in available monetary resources
- For every dollar invested in safety there is a ROI of between $1.50 and $6.15 (Burton)

16

REQUEST

Formally request the city re-affirm its commitment to this successful and fundamental aspect of our community

- $40,000 for 2014

17

THANK YOU!

- We appreciate this opportunity to share the success of the City's "umbrella organization for all injury prevention within the community".
- The work done by Safe Communities Sault Ste. Marie and its partners makes our city a safe, attractive community for all that live, work, and play here!

18

Marine Heritage Centre

St. Mary's River Marine Heritage Centre
Station Mall PO Box 23099
Sault Ste.Marie, Ontario, P6A 6W6
(705) 256-7447 (256-SHIP)
"Operating the Museum Ship Norgoma"

10 February 2014

Mayor & Council
City of Sault Ste. Marie, Ontario

Good Day

Enclosed please find our 2013 financial statements and our 2014 (draft) budget. These are supplementary to our February 18th Council presentation.

The past six years of municipal financial support have seen us make excellent progress in the development of the ship. Our displays that tell the story of our heritage river and the Norgoma's role have been completed, signage that describes all parts of the ship and their function is complete, and our audio tour is successfully operating.

These projects have paid off in 2013 as shown by a large increase in attendance, and much more use of the ship for public events.

This result would not have been achieved without the municipal support; we thank Council and request continuation of funding for the long term. To attempt to continue without this support is not considered an option by our Board.

Sincerely

Louis Muio, President

ST MARYS RIVER MARINE HERITAGE CENTRE

FINANCIAL STATEMENTS

(Unaudited - Prepared for Management Use)

YEAR ENDED DECEMBER 31, 2013

ST MARYS RIVER MARINE HERITAGE CENTRE

YEAR ENDED DECEMBER 31, 2013

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FINANCIAL STATEMENTS	
Balance Sheet	2.
Income Statement	3.

NOTICE TO READER

To the Directors of
ST MARYS RIVER MARINE HERITAGE CENTRE

On the basis of information provided by the Directors, I have compiled the Balance Sheet and Statement of Income of St. Marys River Marine Heritage Centre as at December 31, 2013. I have not performed an audit or a review engagement in respect of these Financial Statements and, accordingly, I express no assurance thereon. Readers are cautioned that these statements may not be appropriate for their purposes.

Sault Ste. Marie, Ontario
February 4, 2014

Marian's Bookkeeping & Tax Service

_____

Marian Okmanas

_____

St. Marys River Marine Heritage Centre

ST MARYS RIVER MARINE HERITAGE CENTRE

BALANCE SHEET

(Unaudited)

As At DECEMBER 31, 2013

ASSETS

	2013	2012
CURRENT		
Cash on Hand & in Bank	$ 29,144.38	$ 21,907.55
Accounts Receivable	$ -	$ -
HST Receivable	$ 1,373.97	$ 2,535.02
Inventory	$ 100.00	$ 100.00
Total Current Assets	$ 30,618.35	$ 24,542.57
FIXED ASSETS		
Vessel	$ 117,783.96	$ 117,783.96
Furniture & Equipment	$ 2,618.53	$ 2,618.53
	$ 120,402.49	$ 120,402.49
TOTAL ASSETS	$ 151,020.84	$ 144,945.06

LIABILITIES

CURRENT LIABILITIES		
Accounts Payable & Accrued Liabilities	$ 243.08	$ 1,932.41
TOTAL LIABILITIES	$ 243.08	$ 1,932.41

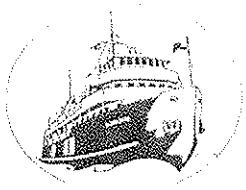
MEMBERS EQUITY

CAPITAL		
Members Equity at end of Previous Year	$ 143,012.65	$ 138,910.22
Current Year Surplus/(Deficit)	$ 7,765.11	$ 4,102.43
Total Equity	$ 150,777.76	$ 143,012.65
TOTAL LIABILITIES & EQUITY	$ 151,020.84	$ 144,945.06

ST MARYS RIVER MARINE HERITAGE CENTRE
INCOME STATEMENT
(Unaudited)

FOR THE YEAR ENDED DECEMBER 31, 2013

	2013	2012
REVENUE		
Federal Government	$4,152.00	$4,209.00
Provincial Government	$2,785.00	$0.00
Municipal Government	$15,000.00	$15,000.00
Ontario March of Dimes Wage Subsidy	$3,433.70	$0.00
NOHFC Wage Subsidy	$0.00	$11,942.42
Tours, Admissions, Sales & Donations	$7,965.20	$6,583.84
Projects & Events	$4,461.47	$0.00
Total Revenue	$37,797.37	$37,735.26
OPERATING EXPENSES		
Wages & Benefits	$ 20,108.97	$ 23,081.84
Repairs & Maintenance	$ 5,386.67	$ 4,479.52
Bookkeeping & Payroll Service	$ 2,196.53	$ 2,537.38
Supplies	$ -	$ -
Advertising	$ 601.55	$ 619.53
Interest and bank charges	$ 167.43	$ 214.41
Office supplies	$ 541.12	$ 302.28
Insurance	$ 1,023.30	$ 1,023.30
Utilities	$ 822.75	$ 464.56
Telephone	$ 852.97	$ 828.65
CRA Penalties & Interest re 2008	$ (1,669.03)	$ 81.36
TOTAL OPERATING EXPENSE	$ 30,032.26	$ 33,632.83
NET SURPLUS/(DEFICIT)	$ 7,765.11	$ 4,102.43



MUSEUM SHIP NORGOMA

2014 (Draft) Budget

	2013 *Final* Budget	2013 Actual	2014 *Preliminary* Budget
Revenue :			
Grants - Federal			
- Summer Students	4,035	4,152.00	9,675
Grants - Provincial			
- Intern			28,340
- Summer Students	4,035	2,785.00	9,675
Grants - Municipal			
- Operating	15,000	15,000.00	15,000
- Cultural	0		2,000
Miscellaneous Revenue			
- Admissions	5,000	7,965.20	6,000
- Donations	100		250
- Sale of Souvenirs	0		800
- Other - Sundry		4,461.47	300
- March of Dimes Wage Sub		3,433.70	
Transfers			
- Special Projects Account			800
Surplus from Prior Years			
- from Operations			
- from Capital Projects			
Total Revenue	28,170	37,797.37	72,840

	2013 Final Budget	2013 Actual	2014 Preliminary Budget
Operating Expenses :			
Wages & Benefits			
- Intern			31,500
- Summer Staff	10,000	18,746.43	20,000
- Canada Pension	450	779.77	900
- Employment Insurance	250	492.49	500
- WSIB	75	90.28	100
	10,775	20,108.97	53,000
Materials & Supplies			
- Accounting & Legal	2,050	2,196.53	2,000
- Advertising & Promotions	600	601.55	500
- Business Fees & Licenses	300	0.00	40
- Courier/Postage	100	0.00	50
- Insurance	1,150	1,023.30	1,200
- Interest & Bank Charges	100	167.43	175
- Meetings & Hospitality		0.00	
- Miscellaneous Expenses	495		375
- Office Supplies	600	541.12	550
- Purchase for Resale			400
- Repair & Maintenance	10,000	5,386.67	10,000
- Telephone	750	852.97	875
- Utilities	750	822.75	875
- Penalties & Interest	500	(1,669.03)	
	17,395	9,923.29	17,040
Projects			
- Wheelhouse Roof			800
- Cultural - Furnishings etc			2,000
Total Expenses	28,170	30,032.26	72,840
Net Income	0	7,765.11	0

	2013 *Final* Budget	2013 Actual	2014 *Preliminary* Budget

Notes :
Intern based on Salary of $ 31,500 and Subsidy of $ 28,340 which is based on the actual 2012 Program

Preliminary 2014 based on 4 students, two Federal and two Provincial, subsidy calculation based on 90 % recovery.

Malcolm White

From: AMO Communications <communicate@amo.on.ca>
Sent: Tuesday, February 11, 2014 6:27 PM
To: Malcolm White
Subject: AMO Update to Members - 2014 Federal Budget

TO THE IMMEDIATE ATTENTION OF THE CLERK AND COUNCIL

February 11, 2014

AMO Update to Members – 2014 Federal Budget

Today the Minister of Finance, the Honourable Jim Flaherty, delivered the 2014 Federal Budget in the House of Commons. Points of interest to municipal governments include:

- The Budget did not contain any new long-term commitments to support public housing.
- $305 million over five years to support broadband in rural, northern, and remote communities to connect residents and businesses.
- Re-committed to the Building Canada Fund (BCF) and the importance of the federal Gas Tax Fund. The federal government noted that this fund would be in place by March 31, 2014 and it would continue to consult on the BCF parameters with stakeholders including the Federation of Canadian Municipalities.

AMO staff are examining the Budget papers for any additional items of interest and will communicate them to members as needed.

Contact: Craig Reid, Senior Advisor, creid@amo.on.ca, 416-971-9856 ext. 334.

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.

Working with Media & Social Media Workshop

Municipal communicators must be able to share information. Give clear instructions. Sell ideas. Messages should be easy to understand, and easy to remember.

AMO's Media and Social Media Training program will improve your ability to:

- Express yourself clearly,
- Develop strong messages quickly,
- Manage issues better, and
- Lead under pressure.

While the session is grounded in municipal experience, the material will be of interest to other public and private sector leaders. All are welcome to register.

The session will cover:



Media Relations:

- Understanding what makes news and why
- How to meet the different demands of print, radio and television
- Finding the right message, in real time and while under pressure
- How to make messages stronger and more memorable
- How to prepare for and deliver strong interviews
- How to use images and photographs effectively
- How to 'be the media,' if needed.



Social Media:

- How it is being used by municipalities and elected officials in comparable communities
- Developing effective social media policies
- Best practices related to corporate use and personal use
- Resource allocation
- Risk management (internally, externally and around the Council Chamber).

About the Instructor:

Brian Lambie,
President, Redbrick Communications

As AMO's primary media contact, Brian deals with media on a daily basis, taking calls from the most senior reporters at Queen's Park to the most inexperienced reporters at your local newspaper.

He has trained hundreds of public and private sector officials in the past decade and is a popular conference speaker. His clients include municipalities, Ontario government ministries and private companies.

Dates and Locations:

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

All sessions will be full-day sessions (9 am - 4 pm) with registration at 8:30 am and lunch provided.

Session Cost:

- $420 plus HST ($474.60 total)

Working with Media & Social Media Registration Form

Please type or print clearly. Use one form per registrant. Payment MUST accompany registration. Please fax registration form to 416.971.9372		
First Name		Last Name
Title		Municipality
Address		
City	Province	Postal Code
Phone	Fax	E-mail

Session Title	Please indicate location preference	Cost	Final Cost
Working with Media & Social Media		$420 + 13% HST	$474.60

PAYMENT: Registration forms CANNOT be processed unless accompanied by proper payment.

☐ PLEASE INVOICE.

☐ CHEQUE ENCLOSED.
Please make cheque payable to:
Association of Municipalities of Ontario
200 University Avenue, Suite 801
Toronto, ON., M5H 3C6

HST 106732944

☐ Mastercard ☐ Visa

Please note an administration fee of 5% + HST ($23.73) will be added to all credit card transactions.

Card #

Name on Card

Expiry Date

Signature

Cancellation Policy: Cancellations must be made in writing to events@amo.on.ca no later than 14 days prior to the scheduled date of the workshop. Cancellations will be refunded less an administration fee of $75.00 plus HST ($84.75)

Association of Municipalities Ontario
200 University Avenue, Suite 801, Toronto, Ontario M5H 3C6
T: 416.971.9856
F: 416.971.9372
E: events@amo.on.ca

Disclaimer Statement: AMO collects, uses and discloses the information requested to promote the interests of the municipal sector. It may also be shared with selected third parties to generate operating revenues for AMO. Under the Federal Personal Information Protection and Electronic Documents Act (PIPEDA) some of the information may constitute personal information. By filling out this form you agree that all personal information provided by you on the form may be collected, used and disclosed by AMO for all purposes described above.

Energy Management Planning Workshop

This Energy Planning workshop is geared towards **all municipal staff, elected officials, and others** interested in energy planning as required by *Regulation 397/11 Energy Conservation and Demand Management Plans*.

The hands-on workshop answers the question—**I have my data, now what**? Building on the work put into developing the energy consumption reports submitted to the Ministry of Energy on 1 July 2013, this workshop will help you take the next steps to developing a full energy conservation plan before the 1 July 2014 deadline—as required by *Regulation 397/11*.

All participants will receive a detailed workshop package and access to an online toolkit with loads of information about best practices, new technologies, available funding programs… and much more.

The last series of workshops quickly sold out. Beat the rush and register today!

Content

Explores the principles, concepts, and available tools for Municipal Energy Management Planning including:

- An introduction to the behavioural, organizational, and technical aspects of energy management
- A review of the plan required under *Regulation 397/11*
- Detailed treatment of key areas including:
    a. Energy policy
    b. Projects and Initiatives
    c. Use of Benchmark and Audit++ Information
    d. Distributing the human resource burden
    e. Available guidance material and incentives
- An overview of the LAS Energy Planning Tool (EPT)
- Developing targets, goals, and objectives
- How to implement your plan
- Monitoring and evaluating best practices

"Following attendance at an AMO/LAS Energy Management Workshop, our small urban municipality has benefited immensely, with respect to energy savings, through participation in both LAS's electricity and natural gas procurement programs. We continue to benefit from timely, reliable and accurate advise related to energy management issues, through our ongoing relationship with staff contacts at AMO/LAS ".

Rick St. Dennis, Smith Falls

Who should attend?

Anyone who makes energy-related decisions within your organization:

- Councilors
- CAOs and senior managers
- Facility managers
- Parks and Recreation Managers
- Public Works Staff
- Clerks/ Treasurers
- Energy Managers
- Contractors and Consultants

Sessions Presented by:

This workshop is facilitated by Stephen Dixon and Garth White and is supported by **Natural Resources Canada**

Ressources naturelles Canada | Natural Resources Canada
Canada

What Should I Bring?

- Your municipality's 2011 Energy Consumption Report
- Total municipal energy consumption
- Any existing energy plans
- Excerpts from other municipal plans (OPs, ICSPs, Asset Mgmt. Plans, etc) that pertain to energy management

ENERGY WORKSHOP REGISTRATION FORM

All workshops run from 8:30AM – 4:00PM. Please check the session you wish to attend below:

Please type or print clearly. Use one form per registrant. Payment MUST accompany registration.

Please fax registration form to (416) 971-9372

Full name: _____

Title: _____

Municipality/Org: _____

Address: _____

City: _____

Province: _____ Postal Code: _____

Phone: _____ Fax: _____

E-mail: _____

All workshops run from 8:30AM – 4:00PM. Please check the session you wish to attend below:

X	DATE	LOCATION	COST
	Wednesday March 19, 2014	**Bracebridge** Muskoka Riverside Inn 300 Ecclestone Drive, Bracebridge	**$400.00 + HST** **(**$452 with tax) Please note an administration fee of 5% + HST will be added to all credit card transactions ($474.60 with admin fee & tax)
	Thursday March 20, 2014	**Vaughan** Aloft Vaughan Mills 151 Bass Pro Mills Drive, Vaughan	

PAYMENT: Registration forms CANNOT be processed unless accompanied by proper payment.

Total amount to be remitted: **$452 by cheque or $474.60 by credit card**

Payment Method:

☐Cheque Payable to: Local Authority Services Limited - 200 University Ave, Suite 801, Toronto, ON., M5H 3C6

Credit Card: ☐MasterCard ☐Visa

Card # _____

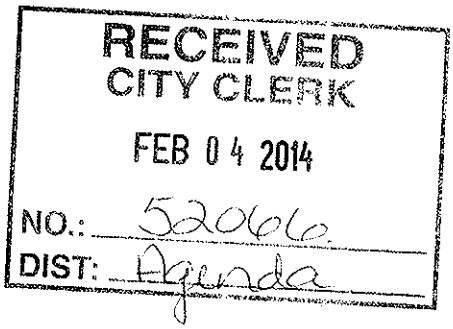
Name on Card _____

Expiry Date _____

Signature _____

Refund Policy: Cancellations must be made in writing and received by LAS 14 days prior to the date of the selected workshop session. An administration fee of $ 50.00 + 13% HST ($56.50) will apply.

552 Morrison Ave.,
Sault Ste. Marie, Ontario
February 1, 2014



To Whom It May Concern:

We just want to thank the crew who cleaned the snow at the corner of Morrison and Hargreaves Avenue this past week.

Being on a corner, we get a lot of snow in our driveway and in our snowbanks. My husband is blind and I am elderly as well so we really appreciated their efforts. The did a good job.

Thanks again - our city is fortunate to have such good snow removal crews and equipment! They do good work.

Isabel & Reno Bordin

Isabel & Reno Bordin

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
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(705) 759-5347
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j.fratesi@cityssm.on.ca
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2014 02 18

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. **Tyler Bertrand – Engineering & Planning – Building Division**
   OAPSO 2014 Annual Training Seminar
   May 26 - 30, 2014
   King City, Ontario
   Estimated total cost to the City - $ 1,135.75
   Estimated net cost to the City - $ 1,135.75

2. **Denis Desrosiers – Legal - POA Division**
   Municipal Court Managers' Association Conference
   May 25 - 28, 2014
   Ottawa, Ontario
   Estimated total cost to the City - $ 1,708.25
   Estimated net cost to the City - $ 1,708.25

3. **Nick Apostle – Community Services Department**
   Parks & Recreation, Ontario – Education Forum
   March 25 – 27, 2014
   Niagara Falls, Ontario
   Estimated total cost to the City - $ 760.00
   Estimated net cost to the City - $ 410.00

Yours truly,

JMF: bb

Joseph M. Fratesi
Chief Administrative Officer

COUNCIL REPORT

February 18, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: William Freiburger, Commissioner of Finance and Treasurer

DEPARTMENT: Finance Department

RE: Ontario Disaster Relief Assistance Program (ODRAP)
Private and Public Assistance Process

PURPOSE

The purpose of this report is to provide information to Council on the private damage component of the ODRAP program and determine if a formal request should be submitted to the Province to establish a Disaster Relief Committee for the purpose of fundraising for private flood damage compensation.

The report will also review public flood damages and determine if Council should apply for Provincial compensation under the ODRAP program.

BACKGROUND

This report relates to flooding that occurred on September 9, 2013.

On September 24, 2013, the following resolution was passed by City Council.

Moved By: Councillor B. Watkins
Seconded By: Councillor R. Niro

Whereas the municipality of the Corporation of the City of Sault Ste. Marie recently experienced severe flooding as a result of extraordinary and unforeseen amounts of heavy rainfall on September 9, 2013 and experienced substantial damage to municipal property and infrastructure and has received reported losses of private damage, the Council of the Corporation of the City of Sault Ste. Marie hereby requests the Minister of Municipal Affairs & Housing to declare the City of Sault Ste. Marie a “disaster area” for the purposes of the Ontario Disaster Relief Assistance Program (ODRAP);
Further, should the Minister declare a disaster area regarding the private component of ODRAP, Council will immediately, under the authority of ODRAP, appoint members to a Disaster Relief Committee to administer ODRAP.

The attached Exhibit A is the press release from September 24, 2013, where the City requested those that may be eligible for ODRAP assistance should provide preliminary information to the DSSAB by October 31, 2013. The DSSAB also offered assistance to low-income homeowners that required emergency support to make electrical, hot water tank and heating repairs to their homes due to flood damages.

Attached in Exhibit B are the ODRAP guidelines from the Province of Ontario and some relevant sections are listed below.

Ontario Disaster Relief Assistance Program Guidelines

PURPOSE OF THE PROGRAM

The Ontario Disaster Relief Assistance Program (ODRAP) is intended to assist those whose essential property has been extensively damaged as a result of a sudden, unexpected natural disaster such as a severe windstorm, tornado or flood. ODRAP contains:

- Private component: Individuals, homeowners, farmers, small business enterprises and non-profit organizations. The province tops up private funds raised by the Disaster Relief Committee to the amount that is needed to pay eligible claims at 90 per cent, up to a maximum of a 2:1 ratio.
- Public component: Financial assistance may be provided by the province to affected municipalities for disaster response and recovery.

The program provides financial assistance within the declared disaster area to restore damaged public infrastructure and/or private property to pre-disaster condition, when the cost of restoration exceeds the financial capacity of the affected individuals, municipality and community at large.

Private Insurance

ODRAP is not a substitute for adequate insurance coverage and does not provide full cost recovery.

Requiring a local Disaster Relief Committee

When the Minister declares a disaster area which includes private damages, the municipality is required to establish a disaster relief committee to implement the program locally. All funds raised for victims of the disaster event are channeled to the disaster relief committee. The province may match funds up to a 2 to 1 ratio to settle the claims, up to 90 per cent of the estimated eligible amount.

The Minister may alter funding arrangements depending on the magnitude and/or frequency of disaster(s), as well as the geographic location of the impacted municipality and/or unorganized area.

Examples of eligible private losses and costs under ODRAP

- Restoration, repair or replacement to pre-disaster condition of a principal, year-round residence, farm buildings and principal business enterprise building;
- Essential furnishing of a private residence, including refrigerator, freezer, furnace, stove, clothes washer and dryer;
- Tools or other items essential to the claimant's livelihood, including farm machinery and equipment;
- For farms, replacement cost only of orchard trees;
- For business enterprises, replacement of inventory at cost;
- Livestock fencing;
- Restoration, repair or replacement to pre-disaster condition of churches, cemeteries, and other facilities of not-for-profit organizations, charities, service clubs;
- Emergency expenses (e. g. evacuation costs, food and shelter, generators, essential clothing);
- Perishable food.

Note: Some eligible items may only receive coverage to a maximum allowable amount.

Examples of ineligible private losses and costs under ODRAP

- Losses covered by insurance;
- Insurance deductible;
- Secondary residences, e.g. cottages;
- Non-essential furniture, e.g. stereos, recreation room furniture;
- Landscaping, fencing, driveways and retaining walls;
- Recreational vehicles, e.g. boats, snowmobiles;
- Antiques and collections;

- Loss of revenue or wages;
- Losses recoverable by law.

DISASTER RELIEF COMMITTEE

Operations of the Disaster Relief Committee

The disaster relief committee and its sub-committees, if any, act autonomously from municipal council, operating within provincial guidelines to raise funds and settle claims. The committee ensures that all claims are dealt with fairly and equitably. Depending on the severity of the disaster, the disaster relief committee may operate for a period of several months or for up to one year or more, in order to receive and settle all claims. Members of the disaster relief committee receive no remuneration. They can be reimbursed for expenses, however, such as travel to meetings.

Usually program administration, financial records and payments are made by a municipality upon the recommendation of the disaster relief committee. The program administration costs of the disaster relief committee are incremental to normal municipal administration activities, and are eligible for reimbursement from the Ministry. These costs could include:

- A program manager to assist the disaster relief committee with day to day operations, fundraising and claim settlement;
- An insurance adjuster to assist with reviewing claims;
- Secretarial and other support staff fees, audit fees, stationary, printing, advertising and postage costs;
- Rental of office space and furniture if necessary.

All administrative expenditures of the local disaster relief committee must be documented and kept separate from fundraising. No administrative costs are to be deducted by the disaster relief committee from the locally raised funds. All donations must be channeled directly to the Disaster Relief Committee and used for claim settlement. The province tops up private funds raised by the Disaster Relief Committee to the amount that is needed to pay eligible claims at 90 per cent, up to a maximum of a 2:1 ratio.

Responsibilities of the Disaster Relief Committee

The responsibilities of the committee are as follows:

1. Appoint a chairperson and appropriate vice-chairs for sub-committees, where established;
2. Appoint a treasurer and a secretary, if one is required. The treasurer should not be a member of the committee but should be a municipal staff person or, depending on the scale of the emergency, a paid contract position;
3. Establish a disaster relief fund and bank account to receive donations;
4. Register as a charity with Revenue Canada to receive a charitable registration number, if not available through the municipality;
5. Solicit donations to the fund and organize fundraising activities;
6. Establish procedures for the receipt, appraisal, and settlement of claims for losses and damage;
7. Advise the municipality to issue advance payments in exceptional circumstances not exceeding 50 per cent of the estimated eligible payout;
8. Distribute claim forms;
9. Advertise the existence of the fund, availability of assistance, and terms on which assistance will be provided;
10. Appraise damage for claims less than $500 and, if necessary, hire professional adjuster(s) for claims greater than $500;
11. Approve payments in a consistent manner based on reports from the adjuster and/or program manager, and in accordance with ODRAP guidelines and the committee's procedures;
12. Advise the municipality to make payments to claimants using the municipal financial system;
13. Hire auditors to review the activities of the fund and prepare an audit report; and
14. Submit an audited report to the regional Municipal Services Office for review and final payment of the provincial contribution.

Guidelines for Disaster Relief Committees

The regional Municipal Services Office will provide a copy of the Guidelines for Disaster Relief Committees for the use of the committee and sub-committee members. The Guidelines outline the operations of the committee and the roles and responsibilities of the sub-committees. They also contain a section on best practices used by other disaster relief committees and a checklist of items to assist newly appointed committee members.

Extreme Financial Hardship

In some instances, victims of a natural disaster may suffer extreme financial hardship because of losses and expenses which do not qualify for assistance under ODRAP and for which other sources of assistance are unavailable or inadequate. The disaster relief committee may provide additional financial assistance in these cases. A sub-committee having provincial representation must first be established to deal with the cases, as outlined in the Guidelines for Disaster Relief Committees**.**

Provincial Financial Assistance – Public Damage Component

The public component of ODRAP provides assistance to municipalities when damage is so extensive that it exceeds the capacity of the affected municipality to manage.

The Minister considers the impact of, and financial hardship caused by the natural disaster on the affected municipality. Municipalities within the declared disaster area may receive repayment/reimbursement of up to 100 per cent of eligible costs for uninsured municipal damage associated with a disaster.

ANALYSIS

DSSAB Assistance Program

The DSSAB program assisted homeowners that required repairs to their heating, electrical and hot water systems.

The DSSAB received 8 applications and approved assistance for 6 homeowners with payments totalling $25,264.

Private Damage Component

Based on conversations with restoration companies after the flood, over 700 homes were being repaired through insurance coverage subject to deductibles.

Attached are 2 summaries of the information submitted to the DSSAB for potential private losses. Exhibit C categorizes the inquiries and cost estimates and Exhibit D categories the inquiries by City wards.

Highlights of ODRAP Summary listed in Exhibit C.

1. Total of 124 inquiries were received and were divided into potentially eligible and non eligible categories.
2. Based on the information received, 77 of the residential claims are considered potentially eligible for ODRAP for a net claim after insurance recoveries of $573,000.
3. Two business inquiries are potentially eligible for a total value of $307,000.
4. Inquiries were not considered eligible if they did not pursue insurance or are for landscaping costs or are not related to a principal residence.
5. The information received was preliminary in nature with some claims not providing any cost information.

Some homeowners had insurance coverage but did not receive insurance compensation since the source of the flooding was determined not to be related to sewage backup or a sump pump issue.

There are two options for Council at this time.

1. Not proceed with a request for a declaration of a disaster area under the ODRAP program from the Minister of Municipal Affairs and Housing thereby ending the private and public loss compensation issue.
2. Request that the Minister of Municipal Affairs and Housing declare a disaster area under the ODRAP program and agree to the appointment a Disaster Relief Committee. The Province would then proceed to have professional adjusters review the information gathered and make inquiries to determine if there are sufficient damages to warrant a disaster declaration. If after a Provincial review, the Minister declares a disaster area under ODRAP, a Disaster Relief Committee would be created. The Province would fund a program manager and an adjuster while City staff would be required to provide administrative support. City Council would not be involved in the Disaster Relief Committee administrative process or the determination of eligibility or the resulting compensation. City Council would be required to appoint between 7 to 9 citizens to the Disaster Relief Committee. Legal agreements with the Province would be required to implement the Disaster Relief Committee.

   For the public damage component, the City would request compensation for bridge and culvert damages and the Province would determine our eligibility.

ODRAP Program – Private Damage Component

As listed earlier, “The province may match funds up to a 2 to 1 ratio to settle the claims, up to 90 per cent of the estimated eligible amount”.

It is our understanding that the funding formula for compensation would operate as follows.

- If approved claims are $100,000, then $90,000 would be eligible for payment from the Disaster Relief Committee. Residents are expected to contribute 10%.
- If $90,000 was raised through fundraising and $90,000 of claims were approved, then no Provincial funds would be paid. Local fundraised dollars are used first and if that is not sufficient then Provincial funds are leveraged.
- If $180,000 of claims were approved and $90,000 was fundraised, then the Province would provide $90,000, or 1 for 1 matching funds.
- If $270,000 of claims were approved and $90,000 was fundraised, then the Province may provide $180,000 or 2 to 1 matching funds.

IMPACT
The following issues are provided for consideration when determining if the City should request a Disaster Relief Committee.

1. The role of the Disaster Relief Committee is to raise funds, determine eligibility and then distribute the funds.
2. Council must select 7 to 9 individuals for the Disaster Relief Committee that can mount an effective fundraising campaign.
3. City Council would not be involved in the Disaster Relief Committee administrative process or the determination of eligibility or the approval of compensation.
4. All funds collected would be used to pay claims, the Province would fund the cost for a program manager and an adjuster and City staff would provide administrative support.
5. It is difficult to determine the full extent of the damages since some of the estimates were determined by homeowners and not by a qualified adjuster.
6. If a Disaster Relief Committee is established, there may be high expectations from claimants that they will receive adequate compensation for their losses. If the fundraising campaign is not successful, claimants will receive minimal compensation and will be disappointed with the process.
7. The adjusters hired by the Province to review the application for a Disaster Relief Committee may determine after their investigation that there are not

sufficient losses to warrant a Disaster Relief Committee and the Province will therefore not declare a disaster area for ODRAP purposes for private losses.

8. After the September flood, there is potential for higher insurance deductibles and some residents may have difficulty maintaining their current insurance coverage. If another flood occurs, there could be more residents affected, which may make it more difficult to raise funds for another Disaster Relief Committee.

Public Damage Component

Attached in Exhibit E is a City Council report dated February 3, 2014 concerning flood repairs to bridges and culverts. The report indicated approximately $3 million in public damages and this amount may be within the threshold for compensation subject to Provincial interpretation.

STRATEGIC PLAN
Not applicable.

RECOMMENDATION
That the report of Commissioner of Finance and Treasurer concerning Ontario Disaster Relief Assistance Program (ODRAP) Private and Public Assistance Process be received and the recommendation that City Council proceed with providing the Minister of Municipal Affairs and Housing with the information collected regarding private and public losses, and request the Minister make a declaration of a disaster area under the ODRAP program and approve a Disaster Relief Committee be approved.

Respectfully submitted,

W. Freiburger, CMA
Commissioner of Finance and Treasurer

WF/kl

attachments

Exhibit A

NEWS RELEASE
For Immediate Release
2013 09 24

RESOLUTION PASSED REQUESTING PROVINCE TO DECLARE SAULT STE. MARIE 'DISASTER AREA' DUE TO RECENT FLOODING

(Sault Ste. Marie, ON) Sault Ste. Marie City Council passed a resolution at the September 23, 2013 Council meeting requesting the Minister of Municipal Affairs & Housing to declare the City of Sault Ste. Marie a "disaster area" for the purposes of the Ontario Disaster Relief Assistance Program (ODRAP). The passage of such a resolution, within 14 days of the disaster event, allows the municipality to later seek financial assistance from ODRAP to recover its cost of repairs to municipal infrastructure which suffered damage during the recent severe flooding.

It also allows the municipality to seek financial assistance on behalf of individuals/families, farms, small businesses and non-profit organizations that may qualify under ODRAP for help with damage, losses and repair costs which are deemed "eligible".

Private losses and damage costs **not** eligible under ODRAP include:
1. Losses covered by insurance;
2. Insurance deductibles;
3. Secondary residences, e.g. cottages;
4. Non-essential furniture, e.g. stereos, recreation room furniture;
5. Landscaping, fencing, driveways and retaining walls;
6. Recreation vehicles, e.g. boats, snowmobiles;
7. Antiques and collections;
8. Loss of revenue or wages; and
9. Losses recoverable by law

It will take some time for the City to receive and tally information regarding the cost for repairs to damaged municipal infrastructure. With respect to damage to private property, it will be necessary for the City to receive preliminary information from those individuals/families, farms, small businesses and non-profit organizations who believe they may have claims which are eligible for ODRAP assistance. Once this information is received, the City will be in a better position to determine its eligibility to proceed under the public and/or private components of the Program.

- More -

The ODRAP, if implemented, will involve a community fundraising effort by a Disaster Relief Committee which will be appointed by City Council. The Province will match up to 2:1 on funds raised by the Committee for eligible claims.

In addition to fundraising, this Committee will receive and process formal claims and adjudicate such claims on the advice of an adjuster and report to the Ministry using a qualified auditor.

It is important that all individuals/families, farms, small businesses and non-profit organizations who believe they may be eligible for ODRAP assistance provide preliminary information to the City of Sault Ste. Marie prior to October 31, 2013 by contacting Cathy Soby at 705.759.5343 or email c.soby@cityssm.on.ca.

Online forms for those unable to make telephone contact will be available after October 1, 2013 on the City's web site – www.cityssm.on.ca.

The City of Sault Ste. Marie reminds local residents that the District of Sault Ste. Marie Social Services Administration Board (DSSAB) is also offering a program to assist qualified homeowners who require emergency support to make emergency home repairs. You are encouraged to visit the DSSAB web site for further information – **www.ssm-dssab.ca**.

– 30 –

For additional information contact:
Joe Fratesi, CAO
Corporation of the City of Sault Ste. Marie
Phone: 705-759-5347
Email: j.fratesi@cityssm.on.ca

Exhibit B

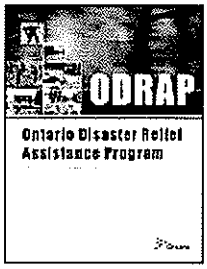
Ontario

Ministry of Municipal Affairs and Housing

Ontario Disaster Relief Assistance Program Guidelines

1. PURPOSE OF THE PROGRAM
2. INTENT OF THE GUIDELINES
3. ROLE OF THE MINISTRY OF MUNICIPAL AFFAIRS AND HOUSING
4. HOW ODRAP WORKS
5. PROVINCIAL FINANCIAL ASSISTANCE - PUBLIC DAMAGE COMPONENT
6. PROVINCIAL FINANCIAL ASSISTANCE - PRIVATE DAMAGE COMPONENT
7. DISASTER RELIEF COMMITTEE
8. EMERGENCY PREPAREDNESS AND RESPONSE IN ONTARIO

Appendix A: Disaster Checklist for Municipal Council
Appendix B: Examples of Information Requirements for the Municipal Disaster Information Report



Adobe Acrobat version

1. PURPOSE OF THE PROGRAM

The Ontario Disaster Relief Assistance Program (ODRAP) is intended to assist those whose essential property has been extensively damaged as a result of a sudden, unexpected natural disaster such as a severe windstorm, tornado or flood. ODRAP contains:

- Private component: Individuals, homeowners, farmers, small business enterprises and non-profit organizations. The province tops up private funds raised by the Disaster Relief Committee to the amount that is needed to pay eligible claims at 90 per cent, up to a maximum of a 2:1 ratio.
- Public component: Financial assistance may be provided by the province to affected municipalities for disaster response and recovery.

The program provides financial assistance within the declared disaster area to restore damaged public infrastructure and/or private property to pre-disaster condition, when the cost of restoration exceeds the financial capacity of the affected individuals, municipality and community at large.

Private Insurance

ODRAP is not a substitute for adequate insurance coverage and does not provide full cost recovery.

Emergency Management and Civil Protection Act

For a municipality to be eligible for ODRAP, the Minister of Municipal Affairs and Housing (herein referred to as "the Minister") must make a declaration of a disaster area for the purposes of ODRAP. Municipalities are not automatically entitled to receive financial assistance when declaring a local "emergency" under the Emergency Management and Civil Protection Act (EMCPA). An "emergency" declared by the head of council under the EMPCA is separate and distinct from the declaration of a "disaster area" made by the Minister for the purposes of ODRAP.

2. INTENT OF THE GUIDELINES

The intent of these Guidelines is to provide information about ODRAP to assist an affected municipality to determine whether it should request the Minister to declare a disaster area for the purpose of accessing provincial disaster assistance. The regional Municipal Services Office in the area can provide additional information. Contact information for Municipal Services Offices is in Appendix A: Disaster Checklist for Municipal Council.

3. ROLE OF THE MINISTRY OF MUNICIPAL AFFAIRS AND HOUSING

ODRAP is administered through the regional Municipal Services Offices and coordinated through the Municipal Programs and Education Branch of the Ministry of Municipal Affairs and Housing (MMAH). The Municipal Services Offices carry out the following:

- Provide information to municipalities on making a disaster declaration request to the Minister, and completing the Municipal Disaster Information Report, as described in Appendix B;
- Inform municipalities on the purpose of ODRAP, eligible public and private damages, and types of financial assistance;
- Provide the Minister with information about the disaster, its impact on the community and the appropriateness of disaster relief assistance;
- Administer the legal agreement with the municipality and other documentation;
- Advise municipalities on setting up a disaster relief committee for private damages and establishing operating procedures;
- Attend the inaugural meeting of the disaster relief committee and provide appropriate support;

Distribute program guidelines and related materials issued by the Ministry to the disaster relief committee.

4. HOW ODRAP WORKS

Making a request for a disaster declaration for public and private assistance

The Minister is authorized to declare a "disaster area" for the purposes of ODRAP.
To make a request, municipal council must adopt a resolution and forward it to the Minister within 14 working days of the onset of the disaster. The resolution must:

- State the type of natural disaster and date of the event;
- Outline the municipality's request for a disaster area for the **public and/or private components** of ODRAP;
- Define clearly all areas damaged by the disaster, and whether all or a specified portion of the municipality is to be declared a disaster area. Municipal boundaries may not coincide with the areas damaged by the disaster. In this regard, municipalities should try to define all areas damaged by the disaster to ensure fair treatment to all affected residents. It is important to

note that only uninsured damages within the declared disaster area are eligible for ODRAP funding;
- Agree to establish a local disaster relief committee for the private component of ODRAP as soon as possible once the declaration of a disaster area is made by the Minister.

Sample Resolution Requesting a Disaster Declaration for the Public and Private assistance of ODRAP

Whereas the municipality of (name) recently experienced a (describe type of natural disaster event) on (date) and has experienced substantial damage to municipal property and infrastructure and has received reported losses of private damage, the council of (name of the municipality) hereby requests the Minister of Municipal Affairs and Housing to declare the (specific area/municipality) a "disaster area" for the purposes of the Ontario Disaster Relief Assistance Program (ODRAP);

Further, should the Minister declare a disaster area regarding the private component of ODRAP, Council will immediately, under the authority of ODRAP, appoint members to a disaster relief committee to administer ODRAP.

Making a request for a disaster declaration for public assistance when more than one municipality is impacted

If two or more municipalities have been affected by the same natural disaster and wish to access the public component of ODRAP, the council of each municipality affected by the event must adopt a council resolution requesting a declaration of a disaster area. The Minister may declare one disaster area to cover all the affected municipalities.

Making a request for a disaster declaration for private assistance only

If two or more municipalities have been affected by the same disaster, the council of each municipality affected by the disaster must adopt a council resolution requesting the disaster area declaration. The Minister may decide to declare one disaster area to cover all of the affected communities for the purposes of one disaster relief committee administering the private component fairly and equitably. Upper tier municipalities, i.e. counties, regions or the District Municipality of Muskoka, may adopt a resolution requesting a disaster declaration and agree to appoint a disaster relief committee. In this situation, local council resolutions of those municipalities affected by the disaster must accompany the upper tier's resolution.

Making a request for a disaster declaration from unincorporated areas

While unincorporated areas are excluded from the 14 working days requirement, a request for declaration of a disaster area for private assistance only may be made to the Minister by a local service provider, e.g. local services board, local roads board, local school board, within a reasonable timeframe, ideally, as soon as possible following the disaster event. The MAH Municipal Services Office can provide more information regarding this process.

Approving a disaster declaration

In evaluating a request for declaring a disaster area, the Minister considers both the cause and the extent of the damage relative to the financial resources of the affected municipality and the community at large.
Depending on the magnitude of a natural disaster, a Provincial Disaster Assessment Team (PDAT) may be activated to provide the province's own assessment of the scale of the disaster impacts and the need for financial assistance to the Minister.

The municipality requesting the declaration of a disaster area will be notified by the Minister of the decision. When a disaster area is declared, a legal agreement is established between the Minister and affected municipality for accountability purposes.

Maintaining verification and audit controls

When disaster financial assistance is approved, the affected municipality must submit claim forms, accompanied by appropriate receipts, in order to recover its costs. A senior municipal official is required to sign all claims, verifying expenditures. The forms are provided by the regional Municipal Services Office, which provides advice on their completion and audit controls.

5. PROVINCIAL FINANCIAL ASSISTANCE – PUBLIC DAMAGE COMPONENT

The public component of ODRAP provides assistance to municipalities when damage is so extensive that it exceeds the capacity of the affected municipality to manage.

The Minister considers the impact of, and financial hardship caused by the natural disaster on the affected municipality. Municipalities within the declared disaster area may receive repayment/reimbursement of up to 100 per cent of eligible costs for uninsured municipal damage associated with a disaster.

Submitting a municipal disaster information report

In addition to the municipal council resolution, the affected municipality must submit a municipal disaster information report (see Appendix B) containing at least a preliminary estimate of public damage losses within 14 working days from the date of the disaster. However, for disasters with significant public safety consequences, the municipal council resolution and the municipal disaster information report should be submitted as early as possible in case advance assistance is needed. Additional updates within and after the 14 working day period can be submitted to the regional Municipal Services Office as more accurate damage assessment information becomes available.

Completing a municipal disaster information report

A municipal disaster information report assists the Minister to determine the appropriateness of ODRAP, and permits early consideration of financial assistance for immediate needs related to emergency response and cleanup. The following information is required:

- Extent of municipal damage suffered, including expenses incurred by other municipalities which support response operations or act as a Host Community;
- Preliminary cost estimate to restore, replace and/or repair damage to municipal property and infrastructure to pre-disaster condition;
- Other information council believes is pertinent (e.g., Conservation Authority reports, Environment Canada reports, etc.).

The package should include newspaper clippings, photographs and other documentary evidence where available.

The Minister may also consider:

- Severity of impact based on scientific evidence, e.g. level F1-F5 tornado, as determined by Environment Canada;
- Current financial capacity, debt ratio and capital commitments of the affected municipality;
- Local economic impact, e.g. tourism and ability to recover without provincial assistance; and
- Future financial pressures resulting from response and recovery costs.

Examples of eligible public losses and costs under ODRAP

Incremental, extraordinary municipal costs, over and above normal municipal expenditures, which are
related to response and recovery from the disaster, may be eligible, such as:

- Food/water for volunteers and disaster relief workers;
- Emergency response supplies e.g. sandbags;
- Municipal owned equipment costs (at 50 per cent of MTO Rate) or equipment rental costs (prorated);
- Activation of the municipal emergency operations centre;
- Clearing and removal of debris and wreckage, including removal of buildings and removal of trees and
  limbs if public safety is endangered;
- Overtime for employees and those hired for disaster response/relief effort, or to backfill for regular
  employees deployed for disaster response/relief efforts;
- Incremental administrative costs related to disaster relief committee;
- Emergency communications;
- Additional security costs;
- Repair and restoration to pre-disaster condition of uninsured public facilities (e.g. buildings, libraries,
  recreational facilities including parks, roads and drains, infrastructure); and
- Evacuation and shelter of people and animals, including incremental operating expenses.
  Ontario 10 Disaster Relief Assistance Pro gram Program Guidelines

Examples of ineligible public losses and costs under ODRAP

- Regulay salary;
- Insurance deductibles;
- Municipal equipment costs (other than as described above);
- Additional costs to repair or improve structures of infrastructure beyond pre-disaster condition (e.g. in
  a situation where a single-lane bridge is destroyed, its replacement cost can be established and used to
  contribute to the cost of replacing it with a two-lane bridge);
- Lost revenues (e.g. community centres or waste tipping fees).

6. PROVINCIAL FINANCIAL ASSISTANCE–PRIVATE DAMAGE COMPONENT

In the event of a natural disaster, individuals are expected to bear the initial responsibility for their losses. If the losses are so extensive that individuals cannot cope on their own, the municipality and the community at large are expected to provide support.

The private component of ODRAP is intended to provide the "necessities of life" to help those impacted by a natural disaster get back on their feet, when it is beyond the capacity of the municipality or community to assist.

Requiring a local Disaster Relief Committee

When the Minister declares a disaster area which includes private damages, the municipality is required to establish a disaster relief committee to implement the program locally. All funds raised for victims of the disaster event are channeled to the disaster relief committee. The province may match funds up to a 2 to 1 ratio to settle the claims, up to 90 per cent of the estimated eligible amount.

The Minister may alter funding arrangements depending on the magnitude and/or frequency of disaster(s), as well as the geographic location of the impacted municipality and/or unorganized area.

Submitting a municipal disaster information report

In addition to the municipal council resolution, the affected municipality must submit a municipal disaster information report (see Appendix B) containing an estimate of private damage losses within 14 working days from the onset of the disaster. The municipal disaster information report assists the Minister to determine the appropriateness of ODRAP, as it describes the impact of the event including:

- The magnitude of estimated private damage suffered by individuals/families, farms, small businesses and non-profit organizations;
- Number of damaged properties with insurance coverage;
- Preliminary cost estimate to restore, replace or repair essential property and contents to pre-disaster condition. This information can be gathered from those affected through a municipal survey or a registration process;
- Newspaper clippings, photographs and other documentary evidence where available;
- Other information council believes is pertinent (e.g., Conservation Authority reports, Environment Canada reports, etc.).

Advance assistance may be considered, so that cleanup and repairs to private property can get underway for safety and access purposes. Additional updates within and after the 14 working day period can be submitted to the regional Municipal Services Office as private damage assessments are refined.

Examples of eligible private losses and costs under ODRAP

- **Restoration, repair or replacement to pre-disaster condition of a principal, year-round buildings and principal business enterprise building;**

- **Essential furnishing of a private residence, including refrigerator, freezer, furnace, sto washer and dryer;**
- **Tools or other items essential to the claimant's livelihood, including farm machinery ar**
- **For farms, replacement cost only of orchard trees;**
- **For business enterprises, replacement of inventory at cost;**
- **Livestock fencing;**
- **Restoration, repair or replacement to pre-disaster condition of churches, cemeteries, a ties of not-for-profit organizations, charities, service clubs;**
- **Emergency expenses (e. g. evacuation costs, food and shelter, generators, essential cl**
- **Perishable food.**

Note: Some eligible items may only receive coverage to a maximum allowable amount.

Examples of ineligible private losses and costs under ODRAP

- **Losses covered by insurance;**
- **Insurance deductible;**
- **Secondary residences, e.g. cottages;**
- **Non-essential furniture, e.g. stereos, recreation room furniture;**
- **Landscaping, fencing, driveways and retaining walls;**
- **Recreational vehicles, e.g. boats, snowmobiles;**
- **Antiques and collections;**
- **Loss of revenue or wages;**
- **Losses recoverable by law.**

7. DISASTER RELIEF COMMITTEE

A disaster relief committee should be established as soon as possible once a disaster area has been declared by the Minister. Individuals, families, farms, small businesses and non-profit organizations within the disaster area may submit claims to the local disaster relief committee whose purpose is to:

- Raise funds for the benefit of disaster victims; and
- Receive and settle the eligible claims of the victims as efficiently as possible.

Setting up the Committee

Municipal council should consider preparing a list of potential committee members in advance of the declaration or as early as possible, in order to ensure that the disaster relief committee can be activated expeditiously after a disaster area declaration by the Minister. The scope and nature of damages will help determine how many committee members are required.

The committee members cannot be members of council and should have no conflict of interest in the collection and distribution of funds. The committee should avoid selecting members who will likely be submitting claims for damages.

In unincorporated areas, the committee should be appointed by the organization or group that made the request for disaster area declaration (e.g. local services board).

If more than one jurisdiction is affected by a disaster, a joint disaster relief committee should be formed with representatives appointed from each of the affected jurisdictions. Equitable representation on the committee is encouraged.

Operations of the Disaster Relief Committee

The disaster relief committee and its sub-committees, if any, act autonomously from municipal council, operating within provincial guidelines to raise funds and settle claims. The committee ensures that all claims are dealt with fairly and equitably. Depending on the severity of the disaster, the disaster relief committee may operate for a period of several months or for up to one year or more, in order to receive and settle all claims. Members of the disaster relief committee receive no remuneration. They can be reimbursed for expenses, however, such as travel to meetings.

Usually program administration, financial records and payments are made by a municipality upon the recommendation of the disaster relief committee. The program administration costs of the disaster relief committee are incremental to normal municipal administration activities, and are eligible for reimbursement from the Ministry. These costs could include:

- A program manager to assist the disaster relief committee with day to day operations, fundraising and claim settlement;
- An insurance adjuster to assist with reviewing claims;
- Secretarial and other support staff fees, audit fees, stationary, printing, advertising and postage costs;
- Rental of office space and furniture if necessary.

All administrative expenditures of the local disaster relief committee must be documented and kept separate from fundraising. No administrative costs are to be deducted by the disaster relief committee from the locally raised funds. All donations must be channelled directly to the Disaster Relief Committee and used for claim settlement. The province tops up private funds raised by the Disaster Relief Committee to the amount that is needed to pay eligible claims at 90 per cent, up to a maximum of a 2:1 ratio.

Responsibilities of the Disaster Relief Committee

The responsibilities of the committee are as follows:

1. Appoint a chairperson and appropriate vice-chairs for sub-committees, where established;
2. Appoint a treasurer and a secretary, if one is required. The treasurer should not be a member of the committee but should be a municipal staff person or, depending on the scale of the emergency, a paid contract position;
3. Establish a disaster relief fund and bank account to receive donations;
4. Register as a charity with Revenue Canada to receive a charitable registration number, if not available through the municipality;
5. Solicit donations to the fund and organize fundraising activities;
6. Establish procedures for the receipt, appraisal, and settlement of claims for losses and damage;
7. Advise the municipality to issue advance payments in exceptional circumstances not exceeding 50 per cent of the estimated eligible payout;
8. Distribute claim forms;
9. Advertise the existence of the fund, availability of assistance, and terms on which assistance will be provided;
10. Appraise damage for claims less than $500 and, if necessary, hire professional adjuster(s) for claims greater than $500;
11. Approve payments in a consistent manner based on reports from the adjuster and/or program manager, and in accordance with ODRAP guidelines and the committee's procedures;
12. Advise the municipality to make payments to claimants using the municipal financial system;
13. Hire auditors to review the activities of the fund and prepare an audit report; and

14. Submit an audited report to the regional Municipal Services Office for review and final payment of the provincial contribution.

Guidelines for Disaster Relief Committees

The regional Municipal Services Office will provide a copy of the Guidelines for Disaster Relief Committees for the use of the committee and sub-committee members. The Guidelines outline the operations of the committee and the roles and responsibilities of the sub-committees. They also contain a section on best practices used by other disaster relief committees and a checklist of items to assist newly appointed committee members.

Extreme Financial Hardship

In some instances, victims of a natural disaster may suffer extreme financial hardsh losses and expenses which do not qualify for assistance under ODRAP and for which of assistance are unavailable or inadequate. The disaster relief committee may prov financial assistance in these cases. A sub-committee having provincial representatic established to deal with the cases, as outlined in the Guidelines for Disaster Relief C

8. EMERGENCY PREPAREDNESS AND RESPONSE IN ONTARIO

Individuals and Families

Individuals and families are expected to take reasonable precautions to ensure their own safety and protection, as well as that of their property. An emergency survival kit should allow them to manage for a minimum of 72 hours without emergency intervention.

ODRAP is not an alternative to adequate private insurance coverage and sound risk management practices. Claims from households and businesses should be directed first to insurance companies to determine the policy holder's coverage.

In the event of a natural disaster, individuals are expected to bear the initial responsibility for their losses. If the losses are so extensive that individuals cannot cope on their own, the municipality and the community at large are expected to provide support.

Affected Municipality

Most incidents that do occur are handled at the local level by trained emergency responders. In the event of a larger incident, the head of council may decide to declare an emergency and assemble local officials at the municipal Emergency Operations Centre. This approach ensures a coordinated and effective strategic response. Often, municipalities augment their emergency response operations through mutual assistance agreements with neighbouring municipalities and special arrangements with local service organizations for emergency social assistance.

If an affected municipality has experienced extraordinary damage to its public property and infrastructure, damage claims should be directed first to insurance companies to determine coverage under municipal policies. Municipalities can contact the regional MMAH Municipal Services Office to discuss costs and eligibility for assistance for uninsured public and private property damage under ODRAP, as described earlier in this document.

First Nations Communities

The Ministry of Community Safety and Correctional Services, Emergency Management Ontario, is responsible for coordinating arrangements and responding to an emergency in a First Nations community.

Appendix A: Disaster Checklist for Municipal Council

Completed	Pending	Task
		Municipal Emergency Response Plan activated? Follow procedures outlined in mun response plan. Contact Emergency Management Ontario, 416 314-0472 or 1 866 free) to report a declaration of an local emergency under the Emergency Manager Protection
		Contact local Municipal Services Office of the Ministry of Municipal Affairs and Hou Central – Toronto: 1-800-668-0230 Northeastern – Sudbury: 1-800-461-1193 Northwestern – Thunder Bay: 1-800-465-5027 Eastern – Kingston: 1-800-267-9438 Western – London: 1-800-265-4736 Ask about appropriateness of assistance under ODRAP. Request clarification about submitting a municipal resolution and the Municipal Disaster Information Report. must be passed and forwarded to the MAH Minister within 14 working days of the date of the disaster event, along with the Municipal Disaster Information Re
		Establish a process for receiving reports of private damage from individuals, famil farms and not-for-profit groups such as a municipal call centre, online or door-tod necessary. Record the number of damaged properties covered by insurance.
		Estimate amount of public and/or private damages using the Municipal Disaster Ir Fill in as much detail as possible i.e. number of households/ businesses/ farms/no organizations. Do not include damages sustained by ottages/seasonal properties. Map/chart/document damage area including peripheral areas. If possible, take pic
		If there are reports of private damage, start fundraising as soon as possible.
		Contact local banks to arrange to receive donations until accounts can be opened Seek legal advice about issuing tax receipts for donations and/or applying to the f government for the charitable organization tax status.
		Consider preparing a list of potential committee members in advance in order to e disaster relief committee can be activated expeditiously after a disaster area decl the Minister of Municipal Affairs and Housing. The scope and nature of damage wil how many committee members are required.
		Contact local press and advise them once the area has been declared a disaster a purposes.
		Establish a municipal council contact for the disaster relief committee.
		Contact local MAH Municipal Services Office with date/time of inaugural meeting o relief committee.
Once the disaster relief committee has been established, the committee can take over relief efforts. Th be given a copy of Guidelines for Disaster Relief Committees.		

Appendix B: Examples of Information Requirements for the Municipal Disaster Information Report

Date of the disaster event

- Date of emergency declared under the Emergency Management and Civil Protection Act
- Date of municipal resolution requesting a declaration of a disaster area by the Minister of
- Municipal Affairs and Housing for the purpose of the Ontario Disaster Relief Assistance Program
- Municipal contact information
- Description of disaster and characteristics of the area impacts
- Information about personal injury and losses
- Estimated costs of evacuation and shelter
- Description and cost estimate of public property damage
- Description and cost estimate of private damage
- Information about the need for early financial assistance
- Contact the regional MMAH Municipal Services Office to receive a Municipal Disaster Information
- Report.

CONTACT US | ACCESSIBILITY | PRIVACY | SITE MAP

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- LAST MODIFIED:TUESDAY, JULY 09, 2013

City of Sault Ste. Marie
Ontario Disaster Relief Program

Exhibit C

	Number of Inquiries	Total Estimate of Damages	Insurance Recovered	Net Damage After Insurance Recovered	Eligibility for ODRAP
Total Enquires Received	124	1,469,831	267,600	1,202,231	
NON RESIDENTIAL AND NON CITY INQUIRES					
Out of City limits	6	5,000		5,000	Not Eligible
Non-profit business - Requesting assistance with sewer restoration - Damaged covered by insurance	1	100,000		100,000	Not Eligible
For Profit business					
- Landscaping and fencing no cost provided	1	-			Not Eligible
- Loss of revenue due to flooding	1	68,000		68,000	Not Eligible
- Business flooding through doors	1	292,202		292,202	Potentially Eligible
- Business --flooding	1	15,000		15,000	Potentially Eligible
TOTAL ON RESIDENTIAL AND NON CITY INQUIRIES	11	480,202	-	480,202	
RESIDENTIAL INQUIRIES					
Inquiries covered by insurance or insurance not pursued	13	13,000		13,000	Not Eligible
Inquiries not eligible for ODRAP due to landscaping, landlord	23	165,844	29,500	136,344	Not Eligible
No estimates provided	19	-		-	Potentially Eligible
Inquiries with no insurance coverage	11	52,500		52,500	Potentially Eligible
Inquiries with insurance but claims not approved	32	210,685		210,685	Potentially Eligible
Inquiries partially recovered from insurance	15	547,600	238,100	309,500	Potentially Eligible
TOTAL RESIDENTIAL CLAIMS	113	989,629	267,600	722,029	
TOTAL INQUIRIES	124	1,469,831	267,600	1,202,231	
Summary of Potential of Non-Eligibility and Eligibility					
Not eligible - NON RESIDENTIAL AND NON CITY ENQUIRIES	9	173,000	-	173,000	Not Eligible
- RESIDENTIAL CLAIMS	36	178,844	29,500	149,344	Not Eligible
Total Not Eligible	45	351,844	29,500	322,344	
Eligible - NON RESIDENTIAL AND NON CITY INQUIRIES	2	307,202	-	307,202	Potentially Eligible
- RESIDENTIAL CLAIMS	77	810,785	238,100	572,685	Potentially Eligible
Total Potentially Eligible	79	1,117,987	238,100	879,887	
Total Inquiries	124	1,469,831	267,600	1,202,231	

City of Sault Ste. Marie

ONTARIO DISASTER RELIEF ASSISTANCE PROGRAM (ODRAP) INQUIRIES BY WARD

Ward 1	Insur. Paid	Ward 2	Insur. Paid	Ward 3	Insur. Paid	Ward 4	Insur. Paid	Ward 5	Insur. Paid	Ward 6	Insur. Paid	Total
$30,000.00	$0	$292,202.53	$0	$135,000.00	$65,000	$68,000.00	$0	$25,000.00	$15,000	$30,000.00	$20,000	
$30,000.00	$0	$100,000.00	$0	$130,000.00	$15,000	$30,000.00	$0	$15,000.00	$0	$25,000.00	$15,000	
$8,000.00	$0	$30,000.00	$25,000	$50,744.00	$25,500	$25,000.00	$100	$10,000.00	$0	$11,000.00	$0	
$7,100.00	$0	$17,000.00	$10,000	$43,600.00	$15,000	$20,000.00	$13,000	$6,000.00	$0	$10,000.00	$0	
$6,000.00	$0	$15,000.00	$10,000	$20,000.00	$15,000	$15,000.00	$0	$5,000.00	$0	$5,000.00	$0	
$6,000.00	$0	$12,000.00	$10,000	$15,000.00	$0	$10,000.00	$0	$5,000.00	$0	$5,000.00	$0	
$5,000.00	$0	$10,000.00	$5,000	$10,000.00	$0	$10,000.00	$0	$5,000.00	$0	$3,000.00	$0	
$5,000.00	$0	$10,000.00	$0	$10,000.00	$5,000	$10,000.00	$4,000	$4,000.00	$0	$0.00		
$4,000.00	$0	$5,450.00	$0	$10,000.00	$0	$8,000.00	$0	$4,000.00	$0	$0.00		
$3,900.00	$0	$5,000.00	$0	$6,500.00	$0	$8,000.00	$0	$3,000.00	$0	$0.00		
$0.00		$3,000.00	$0	$2,355.00	$0	$7,000.00	$0	$0.00				
$0.00		$2,000.00	$0	$3,000.00	$0	$6,000.00	$0	$0.00				
$0.00		$1,500.00	$0	$2,130.00	$0	$5,000.00	$0	$0.00				
		$0.00		$1,500.00	$0	$5,000.00	$0	$0.00				
		$0.00		$0.00		$4,100.00	$0	$0.00				
		$0.00		$0.00		$4,000.00	$0	$0.00				
		$0.00		$0.00		$4,000.00	$0	$0.00				
		$0.00		$0.00		$3,800.00	$0	$0.00				
		$0.00				$1,250.00	$0	$0.00				
						$1,200.00	$0	$0.00				
						$500.00						
						$0.00						
						$0.00						
						$0.00						
						$0.00						
						$0.00						
						$0.00						
						$0.00						
						$0.00						
						$0.00						
						$0.00						
Total Cost of Repair	$105,000.00	$0	$503,152.53	$60,000	$439,829.00	$140,500	$245,850.00	$17,100	$82,000.00	$15,000	$89,000.00	$35,000	
# of Home Owners affected	13		19		18		32		20		10		112

Total Reported Damages	1,464,831
One claim outside City limits	5,000
	1,469,831
Insurance recoveries	(267,600)
Net Damages after Insurance Recoveries	1,202,231

Inquiries listed by Ward	112
Inquiries outside of City limits	6
Inquiries with no address provided	6
	124

Exhibit E

COUNCIL REPORT

File: B-13-05

February 3, 2014

TO: Mayor Debbie Amaroso and Members of City Council

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

DEPARTMENT: Engineering and Planning Department

RE: Update on Repairs to Bridges and Culverts – September 9/10, 2013 Flooding

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PURPOSE

The purpose of this report is to update Council on repairs to bridges damaged in the September 10 flooding event, and obtain approval for the next steps. Approval is sought to sole source the required work to contractors and consultants.

BACKGROUND

At the 2013 11 04 meeting, Council approved several recommendations related to the bridges and culvert crossings damaged in the September 10, 2013 flooding. Three bridge structures were significantly damaged and others experienced considerable erosion problems. While the work on the bridges is not complete, all bridges are now open to the public with no load restrictions. Tulloch Engineering was retained to prepared designs for repair, and that work is ongoing.

The list of flooding damage by structure is attached, with costs shown where known. At this time, design is not complete for the required work at the Root River Bridge on Great Northern Road and the Canon Creek tributary bridge on Old Goulais Bay Road, so only budget estimates are shown. Council will be advised when accurate costs are known.

ANALYSIS
Work on the bridges has progressed as follows:

Bridge No. 8: Fourth Line at Root River: Repairs to the bridge itself are complete and the bridge is open to two lanes of traffic. There is considerable work required in the river itself, involving realignment, channel work and construction of revetment side slopes for erosion protection for the structure. The construction value was quoted as $330,940. Approval is sought to award the work to Avery Construction.

Bridge No. 10: Allen's Side Road at West Davignon Creek: This bridge has been completely replaced with a twin barrel concrete box culvert crossing. It is complete and in place, and the road is open to two lanes of traffic. Considerable work remains at the inlet and outlet for erosion protection, and the road requires vertical realignment for proper road geometrics over the new crossing. The work has already been approved.

Bridge No. 31: Old Goulais Bay Road at a Branch of the Canon Creek: This bridge failed, but its concrete arch components can be salvaged. A temporary single lane by-pass bridge is now in place and open to traffic with no load restriction. The precast concrete arches will now be exposed to confirm there is no damage to them. Design of replacement footings and protective sheet piling is complete and a construction price is being finalized.

Bridge No. 1: Great Northern Road over the Root River: This bridge experienced the loss of a storm drain on the upstream side, and slope failure on the downstream side. It has proved to be a very difficult design for slope protection measures, due to steepness of slope and limited access. Many options were considered here by our sub-consultant including the possibility of re-alignment of the river to flatten the slope. The designers have settled on a pre-cast concrete block and stone rip rap slope protection system. Design is underway. The preliminary budget cost is shown at $400,000.

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

Bridge No. 7: Old Garden River Road over the Root River, and Box culverts 11, 21, 35, 39 and 41 on Second and Third Lines: These facilities experienced minor erosion and the construction quote for repair is $159,943. Approval is sought to award the work to Palmer Construction.

Rosedale Ravine Box Culvert: The Rosedale ravine box culvert has experienced severe erosion at the inlet and outlet, and it has been repaired.

Cross Culverts: Two road cross culvert have been identified as needing replacement. One is located on Fourth Line near Back Country Court and the other is on Fish Hatchery Road. Replacement cost for both is quoted at $287,351 and approval is sought to award the work to Palmer Construction.

Driveway Culvert and Shoulder Repairs Completed by PWT: Public Works and Transportation completed numerous driveway culvert and shoulder repairs at many locations. Although not finalized to date, the estimated additional cost of these repairs to PWT budgets is $180,000, and it is shown here with all flood damage costs.

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

IMPACT

The City does not have emergency funding for capital repairs to these facilities; however, at the 2013 11 04 meeting, Council approved that the 2014 capital plan allowance of $2.5M for bridges and aqueducts be used for repairs. The intended purpose of this was to cover the City share of the four bridges we share with Prince, which is $194,000, and the remainder was going to be applied to the next phase of the Fort Creek aqueduct rebuild. It was recommended and approved that this capital allowance be diverted to the necessary bridge structural and scour repairs, and that the second phase of the Fort Creek aqueduct be deferred to 2015.

The revised estimates for bridge repairs is close to $3M which exceeds the $2.5M allowance, however, the emergency repairs must proceed. In the near future, staff will be reconciling the 2013 capital plan, which may result in a surplus of funds that can be used for these repairs. It is therefore recommended that Council approve the ongoing repairs, and staff report back to Council when all costs are finalized, to ensure the 2013 and 2014 capital budgets are not exceeded.

Quotes for the work are based on unit prices and estimated quantities. Actual final costs will be based on actual unit quantities.

STRATEGIC PLAN

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

RECOMMENDATION

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

- The majority of the 2013 $2.5M capital budget for bridges and aqueducts and any available surplus from the 2013 capital plan be applied to the bridge structural and scour repairs to Bridges No. 8 – Fourth Line; No. 10 – Allen's Side Road; No. 31 – Old Goulais Bay Road; No. 7 – Old Garden River Road; No. 1 – Great Northern Road, as well as scour and erosion issues on several other bridges and culverts,
- Avery Construction be authorized to proceed with channel repairs and revetment construction to Bridge No. 8 on Fourth Line at a cost of $330,940,
- Palmer Construction Group be authorized to complete repairs to Bridge No. 7 on Old Garden River Road and five box culverts on Second and Third Lines for a price of $159,943,
- Palmer Construction be retained to complete the replacement of the cross culverts on Fourth Line near Backcountry Court and on Fish Hatchery Road for an estimated cost of $287,351,
- The Engineering Division report back to Council for approval of remaining components when more detailed costs are known.

Respectfully submitted,

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

DE/bb
Attach.

Recommended for Approval:

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

Recommended for approval

Joseph M. Fratesi
Chief Administrative Officer

September 2013 Flood Damage to Bridges				
Date printed:	27-Jan-14			
Bridge	**Damage**	**Item**	**Cost (items in italics are preliminary budget estimates only)**	**Status: budget, quote, approved, complete**
No 8: Root River Bridge at Fourth Line	Severe scour all corners. Undermining of east approach slab. Timber piles exposed. Engineering required Need to replace scour protection against all abutments. River requires re-alignment upstream of bridge	Road washout repairs	$ 32,417	complete
		East abutment/approach slab rehab	$ 165,594	complete
		Asphalt paving on Fourth Line	$ 35,000	complete
		River realignment/channel work and revetment construction	$ 330,940	quote
No 10: Allen Side Road	Bridge washed out. Channel cut to the south of the bridge. South abutment undermined. West side of bridge broken at widening of 1961 along construction joint.	Remove structure, Install new box culvert, restore road and approaches	$ 521,979	approved
No. 31: Old Goulais Bay Rd	Severe abutment and footing scour. South side of bridge has slumped down. Some channel realignment to the east.	Temporary bridge for access	$ 102,331	complete
		Removal of dead load from structure for inspection	$ 16,000	approved
		Reinstate footing and re-set concrete arches, provide sheet piling	*$ 425,000*	budget
No. 1: Great Northern Road at Root River	Rip rap placed on SE approach to address immediate concerns with bank stability. Expand rip rap to the south on the southeast approach. Recommend this be Engineered. Extent of remedial work is not known. NW approach lost storm drain. Bank eroded. Replace and install slope protection and CSP. Repair minor washouts behind NW curb and fix concrete spillway	Scour repair, bank stabilization at southeast toe, and pipe replacement on upstream side. Slope is very steep and access is a major problem. Mass concrete blocks proposed to stabilize toe of slope	*$ 400,000*	***Preliminary budget only***
No. 7: Old Garden River Road at Root River	Moderate scour northwest abutment/wing wall. Repair required. Shoulders and slope repair required.	Design of scour repairs	$ 159,943	quote
Bridges (box culverts) No's 11, 21, 35, 39 and 41	Erosion and scour repair.	Design of scour repairs	$ -	Included in quote above for bridge no.7

September 2013 Flood Damage to Bridges				
Date printed:	27-Jan-14			
Bridge	**Damage**	**Item**	**Cost (items in italics are preliminary budget estimates only)**	**Status: budget, quote, approved, complete**
Rosedale Ravine	Reset displaced concrete box sections, repair erosion.		$ 54,663	complete
Fourth Line culvert - near Back Country Court and Fish Hatchery Road	Major erosion and subsequent failure of two road crossing culverts	Replace two (2) failed road cross culvert	$ 287,351	quote
PWT Repairs	Driveway culvert and Road washouts/shoulder repairs		$ 180,000	All costs not tallied in yet
Engineering			$ 185,000	Approved by Council. Engineering fees for Bridge no. 1 included in construction estimates shown
City share of orthophotography			$ 20,000	budget
		Sub Total	**$ 2,896,218**	
		Plus unrebatable tax	$ 50,973	
		Total	**$ 2,947,191**	

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

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COUNCIL REPORT

February 18, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Joseph M. Fratesi, Chief Administrative Officer

DEPARTMENT: Chief Administrative Officer

RE: Flooding of September 9, 2013

Ontario Disaster Relief Assistance Program (ODRAP)

PURPOSE

The purpose of this report is to make a recommendation to City Council on proceeding with a request to the Minister of Municipal Affairs to declare the City of Sault Ste. Marie a “disaster area” for the purposes of the Ontario Disaster Relief Assistance Program (ODRAP).

BACKGROUND

Following significant flooding in our community on September 9, 2013, City Council passed a resolution within the required time frame to request the Minister of Municipal Affairs to declare our City a “disaster area” within the context of the legislation which guides the ODRAP. This was passed in order to protect the City’s right to move forward with a request on behalf of itself (for damage to public infrastructure) and on behalf of local individuals, homeowners, farmers, businesses and non-profit organizations (for private damage) who could be eligible for Provincial assistance. At the time of the passing of this resolution, City staff was in the process of gathering information regarding the extent of both public infrastructure repair costs and private damage estimates. As well, discussions were commenced with officials of the Ministry of Municipal Affairs to get a better understanding of how the ODRAP program worked and what would likely be deemed “eligible” for funding should the City request the Province to proceed further.

The City engaged appropriate professional personnel to assist in the assessment of public infrastructure damage and has in fact moved forward in doing the

necessary repairs in a timely fashion. Original estimates pegged this damage at just over a $1 million. More recent estimates have now suggested that the public infrastructure repair costs are around $3 million. Based on our discussions with Ministry staff, this may be an amount which the Ministry deems to be within the City's own financial ability and we may, therefore, not be eligible based on our own financial stability.

With respect to the private damage that has been suffered, our most recent discussions with Ministry officials have now left us with the impression that these claims may be eligible based on the exercise of discretion by an adjuster who would be engaged.

ANALYSIS

It would be unfortunate for the City and those local individuals, homeowners, farmers, businesses and non-profit organizations, who have suffered damage as a result of the storm, to lose out on the possibility of financial assistance because we did not move forward with our application based on an erroneous understanding of how the program works. If we are to error, it should be on the side of caution and we should proceed with this request so that any opportunity for assistance is not lost. It will ultimately be the Minister who will declare our City a "disaster area" and it will be Ministry staff who will ultimately provide to the Disaster Relief Committee and those retained by it, advice on what is eligible for assistance under this Provincial program.

Again, we are therefore recommending that the next steps be taken in this process and that we ask the Minister to proceed with the declaration of Sault Ste. Marie as a "disaster area" for the purposes of ODRAP. We will provide the information that we currently have, which details the extent of the damage and the repair costs for public infrastructure, as well as the claims that we have been made aware of, for private damage and repair cost.

We make this recommendation to Council with some cautions regarding:

- The work that will involve City staff in the administrative support role
- The work that will involve City Council in setting up and appointing the Disaster Relief Committee
- The high expectations that will be created that claims will be paid as a result of this action

- The effect that fundraising for the Disaster Relief Fund could have on other current fundraising occurring in our community
- The ability to successfully repeat this effort to raise community funds, should a similar or much worse disaster event occur in the future.

IMPACT

Council has already received several reports regarding the municipal infrastructure repairs (roads, bridges, culverts, ditching, etc.) that are currently being undertaken as a result of the September 9, 2013 flooding. The latest report estimates the cost for these repairs to be approximately $3 million, an amount which had not been anticipated or budgeted for. Other important projects that had been scheduled to be undertaken this year will be deferred in favour of these repairs, which had to be done immediately.

With respect to private damage claims, Council has the report of Bill Freiburger, the City Treasurer, which appears elsewhere on the agenda. These claims look to be substantial and can only be considered for ODRAP funding assistance if the City proceeds as recommended. The process which follows will determine if all or any portion of these claims, are “eligible” for assistance.

STRATEGIC PLAN

The development and renewal of the City’s infrastructure is of utmost importance to our Corporation and is set out as the first strategic direction in our Corporate Strategic Plan. Also, a new focus on insuring that our infrastructure is properly repaired/renewed/replaced in an organized and strategic manner is something that we expect our proposed Asset Management Plan to confirm and commit to. The public infrastructure that was damaged in the Sept. 9, 2013 flooding, consists of important components of our transportation assets and although these repairs were not planned, they certainly are consistent with our Strategic Plan.

As well, the Corporate Values of our Corporate Strategic Plan clearly commit to providing “services to protect, support and enrich quality of life in our community”. Some members of our community, who have suffered substantial private property damage, may only be able to access Provincial funding assistance through an application by the City to have a “disaster area” declared by the Province.

RECOMMENDATION

For all of the reasons stated in this report, I certainly support what the City Treasurer is recommending in his concurrent report to City Council. I, too recommend that City Council proceed with providing the Ministry of Municipal Affairs with the information that we have collected thus far regarding private and public losses resulting from the Sept. 9, 2013 flooding and that we request the

Minister to make a declaration of a “disaster area” under the ODRAP program and approve the establishment of a Disaster Relief Committee.

Respectfully submitted,



Joseph M. Fratesi
Chief Administrative Officer

JMF:bb

COUNCIL REPORT

February 18, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Peter Liepa, City Tax Collector

DEPARTMENT: Finance

RE: Property Tax Appeals

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

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

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

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

STRATEGIC PLAN
Not applicable.

RECOMMENDATION
That the report of City Tax Collector dated 2014 02 18 pursuant to Section 357 of the Municipal Act be approved and that the tax records be amended accordingly.

Respectfully submitted,

Peter A. Liepa
City Tax Collector

Recommended for approval,

William Freiburger, CMA
Commissioner of Finance and Treasurer

Recommended for approval

Joseph M. Fratesi
Chief Administrative Officer

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

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

DATE: 2014 02 18

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	2013 TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS TAXES	CANCELLATIONS INTEREST	TOTAL ADJUSTMENT
040-022-081	00393 Albert Street West	The St. Mary's River Bridge Co.	MT	D	13-030	4,537.29	8.79	4,546.08
040-030-021	00187 Hudson Street	Leclair Brent & Leclair Laurie	RT	C	13-031	384.22	13.55	397.77
040-030-064	00123 Hudson Street	The St. Mary's River Bridge Co.	RT	D	13-032	173.39		173.39
040-030-065	00409 Albert Street West	The St. Mary's River Bridge Co.	RT	D	13-033	(123.58)		(123.58)
040-030-066	00413 Albert Street West	The St. Mary's River Bridge Co.	RT	D	13-034	237.94	0.89	238.83
040-030-068	00421 Albert Street West	The St. Mary's River Bridge Co.	RT	D	13-035	253.79	2.93	256.72
040-030-072	00435 Albert Street West	The St. Mary's River Bridge Co.	RT	D	13-036	49.15	0.80	49.95
040-030-073	00437 Albert Street West	The St. Mary's River Bridge Co.	RT	D	13-037	199.91	0.60	200.51
			REPORT	TOTAL		5,712.11	27.56	5,739.67

Certified Correct:

Peter A Liepa
Tax Collector

A. REALTY TAX CLASS CONVERSION (COMMERCIAL TAX CLASS TO RESIDENTIAL TAX CLASS)
B. BECAME EXEMPT AFTER RETURN OF ROLL
C. RAZED BY FIRE AFTER RETURN OF ROLL
D. DEMOLISHED AFTER RETURN OF ROLL
E. OVERCHARGED BY REASON OF GROSS OR MANIFEST CLERICAL ERROR
F. REAL PROPERTY THAT COULD NOT BE USED FOR A PERIOD OF AT LEAST 3 MONTHS DUE TO REPAIRS OR RENOVATIONS

COUNCIL REPORT

February 18, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Peter Niro, Acting Commissioner, Human Resources

DEPARTMENT: Human Resources Department

RE: Workers' Compensation Services Agreement between the City and School Boards' Co-operative Inc.

PURPOSE

The purpose of this report is to seek Council's approval of a Workers' Compensation Services Agreement the ("Agreement") between the City and School Boards Co-operative Incorporated (SBCI) for a period of three (3) years from February 2014 to February 2017.

BACKGROUND

Historically the City has not had the ability or resources to be cost effective in challenging questionable WSIB claims. The use of external legal counsel and other para-legal services has become cost prohibitive and inefficient. The City has and continues to utilize the services of SBCI to handle such WSIB claims.

SBCI has been assisting with WSIB appeals challenges, including matters at the tribunal level for school boards for over twenty (20) years. SBCI currently works with sixty (60) school boards and are now expanding their services to municipalities. SBCI currently offers this service to the City of Timmins, Regional Municipality of Durham, City of Barrie and Grey County.

ANALYSIS

The Agreement formalizes a contractual relationship between the City and SBCI. Specifically, SBCI agrees to provide all necessary personnel, labour, materials and resources to complete the services required by this Agreement. The services are enumerated as Schedule "A" to the Agreement, and include providing advice and direction to the City, liaising with relevant ministries, case analysis/presentation and representation at WSIB tribunal hearings.

The City has annual WSIB payments totalling $1.4 million with an extended forecasted liability of closer to $12 million. SBCI produces an average recovery rate at a conservative fifteen (15%) percent. That amount will not only cover the contractual expenses but create an average savings to the City budget of three (3) times the value.

IMPACT
The $50,000 annual cost includes all matters necessary to provide the services set out in this Agreement. As WSIB costs continue to escalate, it is recommended that the City place itself in a position to control costs by recouping payments made erroneously in past claims and successfully defending appeals for new claims.

STRATEGIC PLAN
This recommendation is related to Section 2 (B) of the Corporation's review of departmental services and processes (best practice).

RECOMMENDATION
By-law 2014-44 is located elsewhere on your agenda and authorizes the Workers' Compensation Services Agreement between the City and SBCI and is recommended for approval.

Respectfully submitted,

Peter Niro

Peter Niro
Acting Commissioner, Human Resources

Recommended for approval

Joseph M. Fratesi
Chief Administrative Officer

COUNCIL REPORT

February 18, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Joseph J. Cain, Manager Recreation and Culture

DEPARTMENT: Community Services Department

RE: Request for Financial Assistance for National/International Sports Competitions – Canadian Junior Curling Championships

---

PURPOSE

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

BACKGROUND

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

ANALYSIS

The attached applications were received from members of the Northern Ontario Junior Curling Teams who reside in Sault Ste. Marie. There are two separate applications, one for the women's junior team - Team Burns, and one for the men's junior team - Team Horgan. The participants on Team Burns include Leah Hodgson and Laura Masters. The participant on Team Horgan is Nicholas Servant. The applications are for financial assistance to attend the M & M Meat Shops Canadian Juniors Curling Championships held in Liverpool, Nova Scotia from January 18 to 26, 2014 sanctioned by the Canadian Curling Association. Since the applications were for two different teams they were treated separately for financial assistance. The Parks and Recreation Advisory Committee reviewed the applications at their February 4, 2014 meeting and found that participants meet the eligibility requirements of the Financial Assistance Policy.

The following resolutions were passed:

Moved by: D. Greenwood
Seconded by: P. Caldbick

"Resolved that the Parks and Recreation Advisory Committee endorse the application by Leah Hodgson & Laura Masters for financial assistance for participation at the M & M Meat Shops Canadian Juniors Curling Championships in Liverpool, Nova Scotia from January 18 to 26, 2014, in the amount of $400 and that a report be sent to City Council for their approval."

"Resolved that the Parks and Recreation Advisory Committee endorse the application by Nicholas Servant for financial assistance for participation at the M & M Meat Shops Canadian Juniors Curling Championships in Liverpool, Nova Scotia from January 18 to 26, 2014, in the amount of $200 and that a report be sent to City Council for their approval."

CARRIED

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

STRATEGIC PLAN
This is not part of the City's Corporate Strategic Plan.

RECOMMENDATION
That the report of the Manager of Recreation and Culture concerning financial assistance for participants in the Canadian Junior Curling Championships be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council approve a $400 financial assistance grant for Leah Hodgson and Laura Masters and $200 financial assistance for Nicholas Servant for their participation at the M & M Meat Shops Canadian Juniors Curling Championships in Liverpool, Nova Scotia from January 18 to 26, 2014, be approved.

Respectfully submitted,

Joseph J. Cain
Manager Recreation and Culture

attachment

Recommended for approval,

Nicholas J. Apostle
Commissioner Community Services

Recommended for approval

Joseph M. Fratesi
Chief Administrative Officer

COMMUNITY SERVICES DEPT.

JAN 14 2014

RECEIVED

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

PLEASE PRINT

Name and Address of Applicant:
Correspondence will be directed to this name and address.

Name: Leah Hodgson Laura Masters

Address: [redacted]

SSM, [redacted] Postal Code: [redacted]

Phone: _____ (H) _____ (W) Fax: _____

Email: [redacted]

Name and Address of Athlete(s): (if different from applicant)
Attach team list to application form if applicable. (athletes only)

Name: as above

Address: _____

_____ Postal Code _____

Name of Team or Club (if applicable): Team Burns representing Northern Ontario

Name of National or International Sporting Competition:

M&M Meat Shops Canadian Juniors Curling Championship

Date(s) of Competition:

January 18 - 26, 2014

Location of Competition:

Liverpool, Nova Scotia

Name of Sports Governing Body:

Canadian Curling Association

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

Total Amount of Assistance Requested: $ 400.00
(See Policy for application limits)

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

Meal expenses

No ✓ Yes ___ Amount $ ___

If yes, please indicate the year(s):

2014

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

Leah Hodgson

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

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

DATE: 2014 (Year) 01 (Month) 10 (Day)

Name (Applicant)	Title (If applicable)	Signature	Phone Number
Laura Masters, Leah Hodgson		Laura Masters, Leah Hodgson	[redacted]
Name (Club Official)	Title	Signature	Phone Number
Jeff Manson	Asst. Coach		[redacted]

- Two signatures are required.
- Applications submitted with only one signature will not be accepted.
- Applications received after the date of the competition will not be accepted.

PLEASE RETURN THIS FORM IN PERSON OR BY MAIL TO:

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

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

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





Women's Teams



Ontario

K-W Granite, Kitchener-Waterloo, ON skip: Molly GREENWOOD third: Amy HEITZNER second: Carly VAN DAELE lead: Emma MALFARA...



Northern Ontario

Idylwylde Golf & Country Club, Sudbury, ON skip: Krysta BURNS third: Leah HODGSON second: Sara GUY lead:...



New Brunswick

Capital Winter Club, Fredericton, NB skip: Jessica DAIGLE third: Cathlia WARD second: Natalie MENZIES lead: Katie...



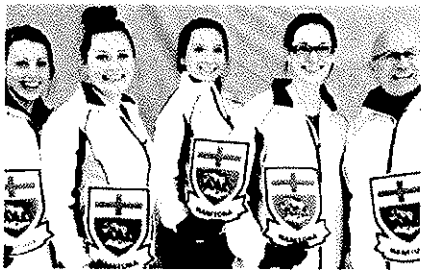
Saskatchewan

Nutana CC, Saskatoon, SK skip: Kristen STREIFEL third: Elyse LAFRANCE second: Ashley SKJERDAL lead: Karlee KORCHINSKI coach:...



British Columbia

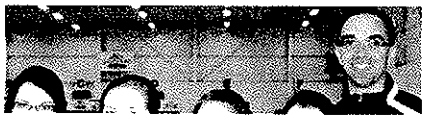
Nanaimo CC, Delta Thistle CC (North Delta), Royal City CC (New Westminster), BC skip: Kalia VAN OSCH...



Manitoba

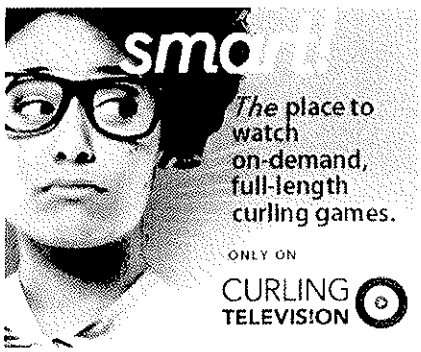
Granite CC, Winnipeg, MB skip: Meaghan BREZDEN third: Abby ACKLAND second: Danielle LAFLEUR lead: Nikki BOULET coach:...





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RECENT POSTS

Corner Brook to host 2015 M&M Meat Shops Canadian Juniors
Liverpool, Nova Scotia, to host 2014 M&M Meat Shops Canadian Juniors

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

PLEASE PRINT

Name and Address of Applicant:
Correspondence will be directed to this name and address.

Name: Nicholas Servant

Address: [redacted]

Sault Ste Marie On Postal Code: [redacted]

Phone: [redacted] (H) _____ (W) Fax: _____

Email: [redacted]

Name and Address of Athlete(s): (if different from applicant)
Attach team list to application form if applicable. (athletes only)

Name: _____

Address: _____

_____ Postal Code _____

Name of Team or Club (if applicable): Team Northern Ontario (Horgan)

Name of National or International Sporting Competition:
2014 Mum Meat Shops Canadian Jr. Curling Championsh

Date(s) of Competition:
Jan 18-26, 2014

Location of Competition:
Liverpool, Nova Scotia

Name of Sports Governing Body:
Canadian Curling Association

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

Total Amount of Assistance Requested: $ 200.00
(See Policy for application limits)

Please specify, as accurately as possible, how the financial assistance will be used if approved.
travel expenses (meals)

COMMUNITY SERVICES DEPT.

JAN 14 2014

RECEIVED

Have you previously requested financial assistance from the City?

No ✓ Yes _____ Amount $ _____

If yes, please indicate the year(s):

_____

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

Kathy Horgan OR Blythe Servant

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

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

DATE: 2014 (Year) 01 (Month) 14 (Day)

Name (Applicant)	Title (If applicable)	Signature	Phone Number
Nick Servant	athlete	Nick Servant	[redacted]
Blythe Servant	manager (SSm)	B Servant	[redacted]

(Club Official)

- Two signatures are required.
- Applications submitted with only one signature will not be accepted.
- Applications received after the date of the competition will not be accepted.

PLEASE RETURN THIS FORM IN PERSON OR BY MAIL TO:

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

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

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

M&M 2014 Canadian juniors canadien Liverpool, NS

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BOOK NOW
Best Western Plus Best Western Best Western

DON'T MISS Liverpool, Nova Scotia, to host 2014 M&M Meat Shops Canadian Juniors

Men's Teams



Ontario

Rideau Curling Club, Ottawa, ON skip: Ryan McCRADY third: Doug KEE second: Matt HAUGHN lead: Cole LYON-HATCHER...



Northern Ontario

Idylwylde Golf & Country Club, Sudbury, ON coach: Gerry HORGAN skip: Tanner HORGAN third: Nicholas SERVANT second:...



Saskatchewan

Kronau CC, Kronau, SK skip: Tyler HARTUNG third: Mathew RING second: Brendan RYAN lead: Brandon LEIPPI coach:...



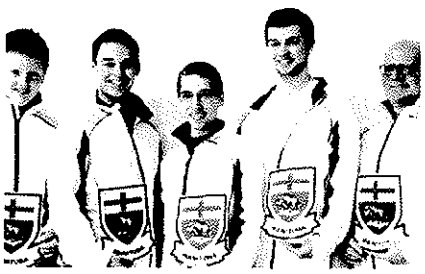
British Columbia

Victoria & Juan de Fuca CCs, Victoria, BC skip: Cameron de JONG third: Brook CALIBABA second: Ryan...



New Brunswick

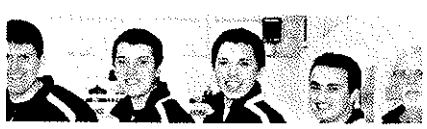
Capital Winter Club, Fredericton, NB skip: Rene COMEAU third: Daniel WENZEK second: Jordon CRAFT lead: Ryan FREEZE...



Manitoba

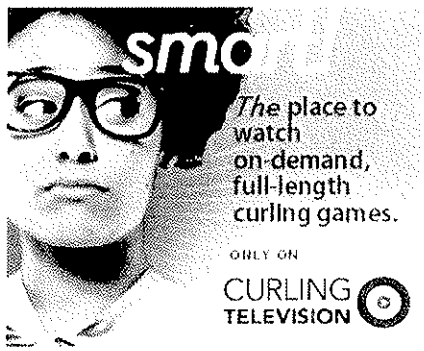
Deer Lodge CC, Winnipeg, MB skip: Braden CALVERT third: Kyle KURZ second: Lucas VAN DEN BOSCH lead:...





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RECENT POSTS

Corner Brook to host 2015 M&M Meat Shops Canadian Juniors
Liverpool, Nova Scotia, to host 2014 M&M Meat Shops Canadian Juniors

Joe Cain

From: Danny Lamoureux <dlamoureux@curling.ca>
Sent: Sunday, January 12, 2014 7:48 PM
To: Joe Cain
Subject: Re:

Mr. Cain, this is to confirm Nick Servant, Leah Hodgson and Laura Masters are competing in the 2014 M&M Meat Shops Canadian Junior Curling Championships in Liverpool, NS, January 18-26, 2104.

Here are the links to the team pages of the 14 provinces and territories competing.

http://www.curling.ca/2014juniors-en/category/team-information/mens-teams/

http://www.curling.ca/2014juniors-en/category/team-information/womens-teams/

If you have any questions, don't hesitate to give me a call.

Good Curling!

Danny Lamoureux

Canadian Curling Association

Director, Curling Club Development & Championship Services

Directeur, dévelopment des clubs de curling et services des championnats

Telephone / Téléphone: (613) 834-2076 x. 116

Toll free / sans frais: 1-800-550-2875 x. 116

Cell phone / Téléphone cellulaire: (613) 878-3682

danny@curling.ca

www.curling.ca

www.startcurling.ca

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http://twitter.com/dlamoureux59

http://www.youtube.com/StartCurling

COUNCIL REPORT

February 18, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Joseph J. Cain, Manager Recreation and Culture

DEPARTMENT: Community Services Department

RE: Request for Financial Assistance for National/International Sports Competitions – Sault Speed Skating Club

---

PURPOSE

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

BACKGROUND

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

ANALYSIS

The attached application was received from the Sault Speed Skating Club for a financial assistance grant for team participants to attend the Canadian Age Class Championships held February 8 & 9, 2014 in Quebec City, Quebec and sanctioned by Speed Skating Canada. The eligible participants include Kieran Desjardins, Kara Neveau, Mitchell Richmond and Joshua Grawbarger. The grant criteria allow $400 for teams of two to six participants to attend sanctioned events. The Parks and Recreation Advisory Committee reviewed the application at their meeting on February 4, 2014 and found that participants meet the eligibility requirements of the Financial Assistance Policy. The following resolution was passed:

Moved by: D. Greenwood
Seconded by: S. Milne

"Resolved that the Parks and Recreation Advisory Committee endorse the application by Kieran Desjardins, Josh Grawbarger, Keira Neveau and Mitchell Richmond for financial assistance for participation at the Canadian Age Class Speed Skating Championships in Quebec City, Quebec, February 8 and 9, 2014 in the amount of the amount of $400 and that a report be sent to City Council for their approval."

CARRIED

IMPACT

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

STRATEGIC PLAN

This is not part of the City's Corporate Strategic Plan.

RECOMMENDATION

That the report of the Manager of Recreation and Culture concerning financial assistance for the Sault Speed Skating Club be received and that the recommendation of the Parks and Recreation Advisory Committee that a $400 financial assistance grant, for team members Kieran Desjardins, Josh Grawbarger, Keira Neveau and Mitchell Richmond for their participation at the Canadian Age Class Speed Skating Championships in Quebec City, Quebec, February 8 and 9, 2014, be approved.

Respectfully submitted,

Joseph J. Cain
Manager Recreation and Culture

Recommended for approval,

Nicholas J. Apostle
Commissioner Community Services

jb/council/fin assist speed skating feb 18 sault speed skating club

attachment

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

PLEASE PRINT

Name and Address of Applicant:
Correspondence will be directed to this name and address.

Name: Sault Speed Skating Club C/o Don MacLennan

Address: [redacted]

Sault Ste. Marie, ON Postal Code [redacted]

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

Email [redacted]

Name and Address of Athlete(s): (if different from applicant)
Attach team list to application form if applicable. (athletes only)

Name: Kieran Desjardins, Josh Crawberger, Kera Neveau & Mitchell

Address: (see attached) Richmond

Postal Code

Name of Team or Club (if applicable):

Name of National or International Sporting Competition:

Canadian Age Class Championship

Date(s) of Competition:

Feb. 8 and 9th, 2014

Location of Competition:

Quebec City

Name of Sports Governing Body:

Speed Skating Canada

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

Total Amount of Assistance Requested: $ 700.00
(See Policy for application limits)

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

Registration, Accomodation or Travel

Have you previously requested financial assistance from the City?

No ✓ Yes ____ Amount $ ____

If yes, please indicate the year(s):

____

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

Sault Speed Skating Club

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

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

DATE: 2014 (Year) 02 (Month) 04 (Day)

Name (Applicant)	Title (If applicable)	Signature	Phone Number
[redacted]	Treasurer	[redacted]	[redacted]
Name (Club Official)	Title	Signature	Phone Number
[redacted]	Coach	[redacted]	[redacted]

- Two signatures are required.
- Applications submitted with only one signature will not be accepted.
- Applications received after the date of the competition will not be accepted.

PLEASE RETURN THIS FORM IN PERSON OR BY MAIL TO:

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

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

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

Canadian Age Class Championship – long track
Championnat canadien longue piste par catégorie d'âge
Feb 8-9, 2014 / 8 et 9 février 2014
Anneau Gaétan-Boucher - Québec

FÉDÉRATION DE PATINAGE DE VITESSE DU QUÉBEC

CANADA

REGISTRATION FORM/FORMULAIRE D'INSCRIPTION

Skater Name/Nom du patineur: Kieran Desjardins	Man/Homme:	Woman/Femme: ✓
Mailing Address/Adresse de correspondance: [redacted] Sault Ste. Marie, ON [redacted]	Date of Birth (YY - MM - DD)/ Date de naissance (AA - MM - JJ): [redacted]
Provincial Association/Association provinciale: Ontario Speed Skating Association	Club/Club: Sault Ste. Marie Speed Skating
Email address/courriel: [redacted]	SSC #/PVC #: 4689
Emergency Contact/Contact d'urgence: Lisa or Denis Desjardins	Telephone: [redacted]

Entry fee: $75 CAD paid to FPVQ - Frais d'inscriptions: 75$ canadiens payable à la FPVQ
ABSOLUTELY NO REFUNDS - LATE ENTRY FEE IS DOUBLE THE REGULAR RATE- ABSOLUMENT AUCUN REMBOURSEMENT - INSCRIPTION TARDIVE = DOUBLE TARIF

PLEASE indicate if you will be attending the banquet (30$ per person) yes
S.V.P. indiquez si vous désirez participer au banquet (30$ par personne)

Number of tickets required : 2
Nombre de billets requis :

In consideration of my accepting this entry, I hereby, for myself, my heirs, executors, administrators and assigns, waive and release any and all rights and claims for damages I may have against la Fédération de patinage de vitesse du Québec, Speed Skating Canada, l'Anneau Gaétan-Boucher, their agents officers or members or any sponsors including medical staff, for all and any injuries suffered by me at said competition and pre-competition events held February 8-9 2014 at l'Anneau Gaétan-Boucher, 930 avenue Roland-Beaudin, Québec (Qc) G1V 4H8

This information is collected under the authority of the Freedom of Information and Protection of Privacy Act. It is required to register you in the competition. Organization of competitions requires that names will appear on posted group lists and result printouts. Names/Pictures of participants may be published on boards, media and in newsletters. Alternative contact and medical information will only be used in a medical emergency. If you have questions about the collection of or use of this information, contact Competition Event organizer at 418-651-1973 #31 or mpoudrier@fpvq.org

Considérant l'éventualité de l'acceptation de ma demande, je renonce, par la présente, pour moi même, mes héritiers, exécuteurs testamentaires et administrateurs, à tous les droits et les réclamations, pour dommages subis contre la Fédération de patinage de vitesse du Québec, Patinage de vitesse Canada, l'Anneau Gaétan-Boucher, ses agents, administrateurs ou membres, pour toute blessure dont je pourrais être victime lors de la compétition qui aura lieu les 8-9 février 2014 à l'Anneau Gaétan-Boucher, 930 avenue Roland-Beaudin, Québec (Qc) G1V 4H8
Les présents renseignements sont recueillis en vertu de la Loi sur l'accès à l'information et la protection de la vie privée. Il est tenu de vous inscrire dans le cadre de cette compétition.
L'organisation des compétitions exige que les noms paraissent sur les affiches de noms et les relevés de résultats. Les noms/photos des participants peuvent être publiés sur les tableaux, dans les médias et dans les bulletins. Les autres renseignements concernant les contacts et les renseignements médicaux ne seront utilisés que lors d'urgence médicale. Si vous avez des questions quant à la collecte ou l'utilisation des renseignements, veuillez alors contacter le Comité organisateur de l'évènement au 418-651-1973 #31 ou mpoudrier@fpvq.org

I have here unto set my hand seal this 26th day of January 2013: 2014
En foi de quoi, j'ai apposé ma signature et mon sceau en ce _____ jour de _____ 2013.

Kieran Desjardins
Signature of Athlete/Signature du Participant

Lisa Desjardins
Signature of Parent/Guardian if contestant is under 18 years
Signature du Parent/Tuteur si le patineur a moins de 18 ans

REGISTRATION DEADLINE Wednesday January 29 2014 - DATE LIMITE POUR INSCRIPTION: Mercredi le 29 janvier 2014
PLEASE SUBMIT YOUR PAYMENT TO FPVQ- MAKE CHEQUES PAYABLE TO FPVQ - SOUMETTRE VOTRE PAIEMENT À FPVQ-

CANADA

Canadian Age Class Championship – long track
Championnat canadien longue piste par catégorie d'âge
Feb 8-9, 2014 / 8 et 9 février 2014
Anneau Gaétan-Boucher - Québec

FÉDÉRATION DE PATINAGE DE VITESSE DU QUÉBEC

REGISTRATION FORM/FORMULAIRE D'INSCRIPTION

Skater Name/Nom du patineur: KARA NEVEAU	Man/Homme: Woman/Femme: ✓
Mailing Address/Adresse de correspondance: [redacted]	Date of Birth (YY - MM - DD)/ Date de naissance (AA - MM - JJ): [redacted]
Provincial Association/Association provinciale: ONTARIO	Club/Club: SAULT STE. MARIE
Email address/courriel: [redacted]	SSC #/FPVC #: 38813
Emergency Contact/Contact d'urgence: BEAU NEVEAU	Telephone/Téléphone: [redacted]

Entry fee: $75 CAD paid to FPVQ - Frais d'inscriptions: 75$ canadiens payable à la FPVQ
ABSOLUTELY NO REFUNDS - LATE ENTRY FEE IS DOUBLE THE REGULAR RATE- ABSOLUMENT AUCUN REMBOURSEMENT - INSCRIPTION TARDIVE = DOUBLE TARIF

PLEASE indicate if you will be attending the banquet ($30 per person) .....
S.VP. Indiquez si vous désirez participer au banquet (30$ par personne) .....
Number of tickets required : 0
Nombre de billets requis :

In consideration of my accepting this entry, I hereby, for myself, my heirs, executors, administrators and assigns, waive and release any and all rights and claims for damages I may have against la Fédération de patinage de vitesse du Québec, Speed Skating Canada, l'Anneau Gaétan-Boucher, their agents officers or members or any sponsors including medical staff, for all and any injuries suffered by me at said competition and pre-competition events held February 8-9 2014 at l'Anneau Gaétan-Boucher, 930 avenue Roland-Beaudin, Québec (Qc) G1V 4H8.

This information is collected under the authority of the Freedom of Information and Protection of Privacy Act. It is required to register you in the competition. Organization of competitions requires that names will appear on posted group lists and result printouts. Names/Pictures of participants may be published on boards, media and in newsletters. Alternative contact and medical information will only be used in a medical emergency. If you have questions about the collection of or use of this information, contact Competition Event organizer at 418-651-1973 #31 or mpoudrier@fpvq.org

Considérant l'éventualité de l'acceptation de me demande, je renonce, par la présente, pour moi-même, mes héritiers, exécuteurs testamentaires et administrateurs, à tous les droits et les réclamations, pour dommages subis contre la Fédération de patinage de vitesse du Québec, Patinage de vitesse Canada, l'Anneau Gaétan-Boucher, ses agents, administrateurs ou membres, pour toute blessure dont je pourrais être victime lors de la compétition qui aura lieu les 8-9 février 2014 à l'Anneau Gaétan-Boucher, 930 avenue Roland-Beaudin, Québec (Qc) G1V 4H8
Les présents renseignements sont recueillis en vertu de la Loi sur l'accès à l'information et la protection de la vie privée. Il est tenu de vous inscrire dans le cadre de cette compétition.
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I have here unto set my hand seal this 20 day of JAN, 2014
En foi de quoi, j'ai apposé ma signature et mon sceau en ce _____ jour de _____ 2013.

Kara Neveau
Signature of Athlete/Signature du Participant

Signature of Parent/Guardian if contestant is under 18 years
Signature du Parent/Tuteur si le patineur a moins de 18 ans

REGISTRATION DEADLINE Wednesday January 29 2014
PLEASE SUBMIT YOUR PAYMENT TO FPVQ- MAKE CHEQUES PAYABLE TO FPVQ

DATE LIMITE POUR INSCRIPTION Mercredi le 29 Janvier 2014
SOUMETTRE VOTRE PAIEMENT À FPVQ

CANADA
OMNI THE Y A NOUS CE POUVOIR PHOTOS
epogee
Canada
[intact]
Québec
ANTOINE LAOUN OPTICIEN
FÉDÉRATION DE PATINAGE DE VITESSE QUÉBEC

Cell 905 971 6321
Plus 905 6671 9911

Canadian Age Class Championship – long track
Championnat canadien longue piste par catégorie d'âge
Feb 8-9, 2014 / 8 et 9 février 2014
Anneau Gaétan-Boucher - Québec

CANADA

FÉDÉRATION DE PATINAGE DE VITESSE DU QUÉBEC

REGISTRATION FORM/FORMULAIRE D'INSCRIPTION

Skater Name/Nom du patineur	Man/Homme	Woman/Femme
Mitchell Richmond	X	
Mailing Address/Adresse de correspondance [redacted]	Date of Birth (YY - MM - DD)/ Date de naissance (AA - MM - JJ) [redacted]	
Sault Ste Marie, ON [redacted]		
Provincial Association/Association provinciale: Ontario	Club/Club: Sault Ste Marie	
Email address/courriel [redacted]	SSC #/PVC # 19036	
Emergency Contact/Contact d'urgence [redacted]	Telephone/Téléphone [redacted]	

Entry fee: $75 CAD paid to FPVQ - Frais d'inscriptions: 75$ canadiens payable à la FPVQ
ABSOLUTELY NO REFUNDS - LATE ENTRY FEE IS DOUBLE THE REGULAR RATE- ABSOLUMENT AUCUN REMBOURSEMENT - INSCRIPTION TARDIVE = DOUBLE TARIF

PLEASE indicate if you will be attending the banquet (30$ per person) _____ Number of tickets required : _____
S.VP. indiquez si vous désirez participer au banquet (30$ par personne) _____ Nombre de billets requis : _____

In consideration of my accepting this entry, I hereby, for myself, my heirs, executors, administrators and assigns, waive and release any and all rights and claims for damages I may have against la Fédération de patinage de vitesse du Québec, Speed Skating Canada, l'Anneau Gaétan-Boucher, their agents officers or members or any sponsors including medical staff, for all and any injuries suffered by me at said competition and pre-competition events held February 8-9 2014 at l'Anneau Gaétan-Boucher, 930 avenue Roland-Beaudin, Québec (Qc) G1V 4H8.

This information is collected under the authority of the Freedom of Information and Protection of Privacy Act. It is required to register you in the competition. Organization of competitions requires that names will appear on posted group lists and result printouts. Names/Pictures of participants may be published on boards, media and in newsletters. Alternative contact and medical information will only be used in a medical emergency. If you have questions about the collection of or use of this information, contact Competition Event organizer at 418-651-1973 #31 or mpoudrier@fpvq.org

Considérant l'éventualité de l'acceptation de ma demande, je renonce, par la présente, pour moi même, mes héritiers, exécuteurs testamentaires et administrateurs, à tous les droits et les réclamations, pour dommages subis contre la Fédération de patinage de vitesse du Québec, Patinage de vitesse Canada, l'Anneau Gaétan Boucher, ses agents, administrateurs ou membres, pour toute blessure dont je pourrais être victime lors de la compétition qui aura lieu les 8-9 février 2014 à l'Anneau Gaétan-Boucher, 930 avenue Roland-Beaudin, Québec (Qc) G1V 4H8
Les présents renseignements sont recueillis en vertu de la Loi sur l'accès à l'information et la protection de la vie privée. Il est tenu de vous inscrire dans le cadre de cette compétition.
L'organisation des compétitions exige que les noms paraissent sur les affiches de noms et les relevés de résultats. Les noms/photos des participants peuvent être publiés sur les tableaux, dans les médias et dans les bulletins. Les autres renseignements concernant les contacts et les renseignements médicaux ne seront utilisés que lors d'urgence médicale. Si vous avez des questions quant à la collecte ou l'utilisation des renseignements, veuillez alors contacter le Comité organisateur de l'évènement au 418-651-1973 #31 ou mpoudrier@fpvq.org

I have here unto set my hand seal this 20 day of Jan, 2013.
En foi de quoi, j'ai apposé ma signature et mon sceau en ce _____ jour de _____ 2013.

Mitchell Richmond
Signature of Athlete/Signature du Participant

Signature of Parent/Guardian if contestant is under 18 years
Signature du Parent/Tuteur si le patineur a moins de 18 ans

REGISTRATION DEADLINE Wednesday January 29 2014
PLEASE SUBMIT YOUR PAYMENT TO FPVQ- MAKE CHEQUES PAYABLE TO FPVQ.

DATE LIMITE POUR INSCRIPTION Mercredi le 29 janvier 2014
SOUMETTRE VOTRE PAIEMENT À FPVQ

Canadian Age Class Championship – long track
Championnat canadien longue piste par catégorie d'âge
Feb 8-9, 2014 / 8 et 9 février 2014
Anneau Gaétan-Boucher - Québec

REGISTRATION FORM/FORMULAIRE D'INSCRIPTION

Skater Name/Nom du patineur: Joshua Graubarger	Man/Homme: ✓ Woman/Femme:
Mailing Address/Adresse de correspondance: Sault Ste Marie, ON [redacted]	Date of Birth (YY - MM - DD)/ Date de naissance (AA - MM - JJ): [redacted]
Provincial Association/Association provinciale: Ontario Speed Skating Association	Club/Club: Sault Ste Marie Speed Skating
Email address/courriel: [redacted]	SSE #/PVC #: 30837
Emergency Contact/Contact d'urgence: Charlie + Tammy Graubarger	Telephone/Téléphone: [redacted]

Entry fee: $75 CAD paid to FPVQ - Frais d'inscriptions: 75$ canadiens payable à la FPVQ
ABSOLUTELY NO REFUNDS - LATE ENTRY FEE IS DOUBLE THE REGULAR RATE - ABSOLUMENT AUCUN REMBOURSEMENT - INSCRIPTION TARDIVE = DOUBLE TARIF

PLEASE Indicate if you will be attending the banquet (30$ per person) ✓
S.VP. Indiquez si vous désirez participer au banquet (30$ par personne)
Number of tickets required : 1
Nombre de billets requis :

In consideration of my accepting this entry, I hereby, for myself, my heirs, executors, administrators and assigns, waive and release any and all rights and claims for damages I may have against la Fédération de patinage de vitesse du Québec, Speed Skating Canada, l'Anneau Gaétan-Boucher, their agents officers or members or any sponsors including medical staff, for all and any injuries suffered by me at said competition and pre-competition events held February 8-9 2014 at l'Anneau Gaétan-Boucher, 930 avenue Roland-Beaudin, Québec (Qc) G1V 4H8.

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L'organisation des compétitions exige que les noms paraissent sur les affiches de noms et les relevés de résultats. Les noms/photos des participants peuvent être publiés sur les tableaux, dans les médias et dans les bulletins. Les autres renseignements concernant les contacts et les renseignements médicaux ne seront utilisés que lors d'urgence médicale. Si vous avez des questions quant à la collecte ou l'utilisation des renseignements, veuillez alors contacter le Comité organisateur de l'événement au 418-651-1973 #31 ou mpoudrier@fpvq.org

I have here unto set my hand seal this 20th day of January, 2013.
En foi de quoi, j'ai apposé ma signature et mon sceau en ce _____ jour de _____ 2013.

Signature of Athlete/Signature du Participant

Signature of Parent/Guardian if contestant is under 18 years
Signature du Parent/Tuteur si le patineur a moins de 18 ans

REGISTRATION DEADLINE Wednesday January 29 2014
PLEASE SUBMIT YOUR PAYMENT TO FPVQ- MAKE CHEQUES PAYABLE TO FPVQ.

DATE LIMITE POUR INSCRIPTION Mercredi le 29 janvier 2014
SOUMETTRE VOTRE PAIEMENT À FPVQ.

COUNCIL REPORT

February 18, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Joseph J. Cain, Manager Recreation and Culture

DEPARTMENT: Community Services Department

RE: Request for Financial Assistance for National/International Sports Competitions – Richard MacLennan – Speed Skating

---

PURPOSE

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

BACKGROUND

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

ANALYSIS

The attached application was received from Richard MacLennan for a financial assistance grant to attend the Canada Cup Speed Skating Championships from January 24 – 26, 2014 in Saskatoon, Saskatchewan - a national qualifying event sanctioned by Speed Skating Canada. The Parks and Recreation Advisory Committee reviewed the application from Richard MacLennan at their meeting on February 4, 2014 and found that it meets the criteria of the Financial Assistance Policy. The following resolution was passed:

Moved by: R. Carricato
Seconded by: M./ Headrick

"Resolved that the Parks and Recreation Advisory Committee endorse the application by Richard MacLennan for financial assistance for participation at the Canada Cup Speed Skating Championships in Saskatoon, Saskatchewan January 24 to 26, 2014 in the amount of $200 and that a report be sent to City Council for their approval."

CARRIED

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

STRATEGIC PLAN
This is not part of the City's Corporate Strategic Plan.

RECOMMENDATION
That the report of the Manager of Recreation and Culture concerning Richard MacLennan be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council approve a $200. financial assistance grant for Mr. MacLennan's participation at the Canada Cup Speed Skating Championships in Saskatoon, Saskatchewan January 24 to 26, 2014, be approved.

Respectfully submitted,

Joseph J. Cain
Manager Recreation and Culture

attachment

Recommended for approval,

Nicholas J. Apostle
Commissioner Community Services

Recommended for approval

Joseph M. Fratesi
Chief Administrative Officer

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

PLEASE PRINT

Name and Address of Applicant:
Correspondence will be directed to this name and address.

Name: Richard MacLennan

Address: [redacted]

Sault Ste. Marie ON Postal Code [redacted]

Pho[redacted] (H) _____ (W) Fax: —

Email: [redacted]

Name and Address of Athlete(s): (if different from applicant)
Attach team list to application form if applicable. (athletes only)

Name: _____

Address: _____

_____ Postal Code _____

Name of Team or Club (if applicable):

Name of National or International Sporting Competition:

Canada Cup

Date(s) of Competition:

January 24 - 26, 2014

Location of Competition:

Saskatoon, Saskatchewan

Name of Sports Governing Body:

Speed Skating Canada

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

200.00

Have you previously requested financial assistance from the City?

No _____ Yes ✓ Amount $ 200

If yes, please indicate the year(s):

2013, 2012, 2011

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

Richard Mackenzie

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

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

DATE: 2014 (Year) 01 (Month) 17 (Day)

Name (Applicant)	Title (If applicable)	Signature	Phone Number
Richard Mackenzie	Skater		[redacted]
Ian Overman	Coach		[redacted]

(Club Official)

- Two signatures are required.
- Applications submitted with only one signature will not be accepted.
- Applications received after the date of the competition will not be accepted.

PLEASE RETURN THIS FORM IN PERSON OR BY MAIL TO:

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

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

The information requested above is being collected pursuant to the Municipal Act and in accordance

Joe Cain

From: BaSchouten@aol.com
Sent: Friday, January 17, 2014 10:22 AM
To: Joe Cain
Cc: dmaclennan@ssmic.com; baschouten@aol.com
Subject: Richard MacLennan

Dear Mr. Cain,

Please be advised that Richard MacLennan has qualified to represent Ontario in the upcoming SSC sanctioned Canada Cup in Saskatoon, Saskatchewan, January 24 - 26, 2014.

Please note that this is not an open competition. Entry is restricted to skaters who have qualified.

Additional information is available on the SSC website at http://www.speedskating.ca/home
If you have any questions please call me at 403 921 1576.

Regards,

Bart Schouten
Speed Skating Canada

COUNCIL REPORT

February 18, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Margaret Hazelton, Supervisor of Recreation

DEPARTMENT: Community Services Department

RE: Standard Terms and Conditions Contract - Signing Authority

---

PURPOSE

The purpose of this report is to have the Manager of Recreation & Culture be the designated signing authority for all Standard Terms and Conditions Contracts between the City of Sault Ste. Marie and sports leagues that use City facilities.

BACKGROUND

An annual agreement is signed between the City of Sault Ste. Marie and leagues that rent municipal outdoor sports fields. This agreement, called the "Standard Terms and Conditions Contract", binds the City and the leagues to specific responsibilities. Considering the number of leagues involved it is recommended that the Manager of Recreation and Culture Division be delegated to sign on behalf of the City.

The City of Sault Ste. Marie allocates and schedules over thirty (30) outdoor sports playing surfaces to a minimum of fifteen (15) sporting organizations each season. The Community Services Department, in conjunction with the Legal Department, developed the template agreement to be used for a one-year term with all sporting organizations that consistently book and utilize City sports fields. The particulars of the agreement will not change except for the user group information and the Schedule A portion of the agreement which details fees, locations, fields to be used and time periods specific to the individual leagues.

ANALYSIS

The annual use of the Standard Terms and Conditions Contract provides consistency with all outdoor sports leagues, ensuring accountability and parameters of usage, and strengthens communications, thereby minimizing risks to the Corporation of the City of Sault Ste. Marie.

Allowing the Manager of Recreation & Culture to sign on behalf of the City of Sault Ste. Marie streamlines the use of the agreement and allows contracts to be prepared and signed with shorter turnaround time.

IMPACT
This will have no impact on the City's budget.

STRATEGIC PLAN
This matter is not specifically identified in the Corporate Strategic Plan.

RECOMMENDATION
The relevant by-law 2014-46 is listed under item 11 of the Agenda and will be read with all other by-laws under that item.

Respectfully submitted,

Margaret Hazelton
Supervisor of Recreation

Recommended for approval,

Nicholas J. Apostle
Commissioner Community Services

Recommended for approval

Joseph M. Fratesi
Chief Administrative Officer

jb/council/14/standard conditions agreement

attachment

THIS STANDARD TERMS AND CONDITIONS CITY OF SAULT STE. MARIE OUTDOOR FACILITY CONTRACT, dated the day of , 2014.

BETWEEN

«Contract_Holder»
(hereinafter called the "Contract Holder")

- and –

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter called the "City")

WHEREAS the Contract Holder has applied to the City for permission to utilize the City owned property(ies) which is appended hereto as Schedule "A" to this Standard Terms and Conditions City of Sault Ste. Marie Outdoor Facility Contract ("Contract");

AND WHEREAS the City is prepared to grant the said application,

NOW THEREFORE this Contract witnesseth that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties agree as follows:

1. **CONDITIONS OF USE**: The Contract Holder acknowledges and agrees that it is permitted to use the City owned property(ies) as described in Schedule A of the Contract (the "City Facility") for only the period(s) of time and for the sole purpose(s) as set out in the Permit. The City will provide the Contract Holder with a Rental Permit following receipt of the league schedule, for each City Facility to confirm the Conditions of Use for each City Facility.

2. **PERMIT AMENDMENTS AND MAXIMUM TERM OF USAGE:** The parties further acknowledge and agree that the Contract Holder may request permission to utilize additional City owned property(ies) and/or may request permission for additional time period(s) for use of the City Facility. In the event that the City is prepared to grant such application(s), the parties hereto acknowledge and agree that the Permit shall be amended in writing to set out the additional conditions of use and the amendments shall be signed by both parties. The Contract Holder further acknowledges that the City Facility is only available for use from Victoria Day through to Labour Day ("Maximum Term of Usage). The Contract Holder acknowledges that it is the responsibility of the Contract Holder to ensure that its scheduling adheres to the Maximum Term of Usage of the City Facility as set out herein.

3. **OBSERVANCE OF RULES**: The Contract Holder agrees to comply with any by-laws, policies, codes of behaviour and regulations imposed by the City governing the use of the City Facility, and all applicable Federal and Provincial statutes and regulations.

4. **LIMITED LIABILITY AND RELEASE**: The Contract Holder hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors; and the Contract Holder further agrees that notwithstanding anything to the contrary contained herein, the City, including elected officials, officers, employees, agents and contractors shall not be liable to the Contract Holder or to anyone for whom the Contract Holder may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by the Contract Holder or any of the Contract Holder's permitted invitees, guests or participants in relation to or in connection with the Contract Holder's use of the City Facility or any other matters under this Contract except where the action, claim, demand, cost, loss or expense was caused or contributed to by an intentional act or independent negligence of the City.

5. **LIABILITY INSURANCE**: The Contract Holder shall maintain at its sole expense, general liability insurance for each City Facility listed in the Permit to the inclusive limit of not less than Two/Five Million ($2/5,000,000.00 CDN) CANADIAN Dollars per occurrence, insuring all claims for damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with the Contract Holder's use of each City Facility listed in the Permit for the period(s) of time the Contract Holder is using the City Facility as set out in the Permit, or any other matters under this Contract, including any losses or damages which have been caused or contributed to by any breach of the *Occupier's Liability Act* on the part of the City, but not including intentional acts or independent negligence of the City. Each insurance policy shall name the City of Sault Ste. Marie as an "Additional Insured". A Certificate of Insurance in the City's standard form for each City Facility listed in the Permit , confirming these coverage's are in effect for the period(s) of time the Contract Holder is using the City Facility as set out in the Permit shall be provided to the City prior to using the City Facility. The taking out of insurance shall not limit the Contract Holder's liability under this Contract. The Contract Holder acknowledges and understands that liability insurance coverage responds only for the use of the City Facility for the purpose(s) as specified in this Contract, Schedule A, and the Facility Permit. The Contract Holder shall provide evidence of alternate insurance coverage for any use of the City Facility for a non-sanctioned event.

6. **INDEMNITY:** The Contract Holder shall indemnify and save the City harmless, including the City's elected officials, officers, employees, agents and contractors from and against any loss, cost (including without restriction legal costs on a substantial indemnity basis) and expense incurred by the City because of any demand, action or claim brought against the City as a result of any loss of or damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with the Contract Holder's use of the City Facility or any other matters under this Contract, including any losses or damages which have been caused or contributed to by any breach of the *Occupier's Liability Act* on the part of the City.

7. **CANCELLATIONS:** 1. From Victoria Day to Labour Day, Contract Holders will be permitted to cancel field time with seven (7) days written notice; 2. When the Contract Holder is not able to utilize the fields due to inclement weather, the Contract Holder shall notify the City by the end of the calendar month of the unused field time; and 3. When the City does not intend to prepare the fields due to inclement weather, the Contract Holder will be notified within three (3) hours prior to the booking start time that the premises are unplayable.

8. **GENERAL:** 1. Rental of the field is based on hours as detailed in the Permit. It is recommended that all field users wear full CSA approved equipment as it applies to your specific sport; 2. The Contract Holder shall be responsible, at their own cost and expense, for (a) the set up; (b) ensuring that the City Facility is left clean upon departure; (c) ensuring that no damage/vandalism occurs; and (d) the supply of all rented or privately owned property and equipment necessary for their use of the City Facility, including but not limited to extension cords, and additional tables and chairs; 3. Event hosts must consult with the City's Building Division to secure appropriate permits and inspections regarding tents, bounce-abouts, etc.; and 4.The City is not responsible for any lost or stolen items.

9. **AS IS WHERE IS**: The Contract Holder hereby confirms that the City has not provided any representation, warranty or other assurance regarding the suitability of the City Facility of any part thereof, including any ancillary equipment or facility and any field or playing surface, ("Facility Infrastructure") for use by the Contract Holder. The Contract Holder acknowledges that it will carry out an inspection of the City Facility and the City Facility Infrastructure to satisfy itself concerning the suitability of same for its proposed use. In the event that the aforesaid inspection by the Contract Holder generates any concern as to the suitability of the City Facility for its use, the Contract Holder shall not use the City Facility and shall report such concern(s) to the City immediately. Further, the Contract Holder acknowledges that it is using the City Facility and City Facility Infrastructure on an "as is where is" basis.

10. **WASTE AND NUISANCE**: The Contract Holder agrees not to do or cause to be done, any action which would damage, waste, disfigure, or injure the City Facility or any part thereof, or otherwise cause a nuisance. Any such action to the City Facility by the Contract Holder, or any of the Contract Holder's invitees, guests or participants in relation to or in connection with the Contract Holder's use of the City Facility or any other matters under this Contract, shall be the financial responsibility of the Contract Holder to repair. The Contract Holder agrees that the City will immediately undertake all work that the City, in its sole view, deems necessary to repair the City Facility. Any costs incurred by the City to repair the City Facility for such waste and nuisance as set out in this paragraph shall be payable by the Contract Holder immediately upon demand by the City.

11. **USE OF PREMISES**: The Contract Holder agrees to use the City Facility only for the uses set out in the Permit and/or this Contract. Any breach of the terms or conditions of the Permit and/or Contract and provision of false or incorrect information by the Contract Holder to the City in seeking the Permit and/or Contract will result in the immediate suspension and/or termination of this Permit and/or Contract. All monies paid by the Contract Holder to the City may be retained by the City and applied towards any losses or damages incurred by the City as a result of the suspension and/or termination of this Permit and/or Contract.

12. **ALCOHOLIC BEVERAGES:** If alcohol is being served, sold and/or auctioned, a Special Occasions Permit under the *Liquor Licence Act* is required to be procured by the Contract Holder at its sole cost and expense. The Contract Holder agrees to adhere to the conditions in all municipal by-laws, including fee bylaws, policies and regulations and the provisions of the *Liquor Licence Act* and regulations made thereunder. Without limiting the generality of the forgoing, the Contract Holder shall abide by all requirements in the City's Municipal Alcohol Policy. In the event of any inconsistency, the more onerous provision shall apply.

13. **PAYMENT**: The Contract Holder shall pay the required fees at the times as specified in the Permit, plus taxes if applicable. Cash, interact, credit card or cheque payable to the City of Sault Ste. Marie will be accepted as payment.

14. **ADDITIONAL CHARGES**: Any charges for extra clean up required after the use of a City Facility, in the sole view of the City, are payable by the Contract Holder immediately upon demand by the City.

15. **TERMINATION/EXPIRY**: The City may terminate this Contract in the event of any breach or default by the Contract Holder in the performance of any terms or conditions contained in this Contract, including without limitation, failure by the Contract Holder to pay the required fees and amounts in accordance with the payment terms hereof, and the City shall be entitled to recover, and the Contract Holder shall be liable for all damages and losses incurred by the City arising directly or indirectly or as a consequence of or in relation to the breach or default by the Contract Holder. The Contract Holder shall be responsible for payment of all suspended/cancelled facility rentals unless the facility time is resold. The Contract Holder shall be responsible for vacating the City Facility and the removal of all rented or privately owned property and personal effects at the end of this Contract or upon earlier termination of this Contract. In the event that the Contract Holder fails to promptly remove all rented or privately owned property and personal effects from the City Facility as set out herein, the Contract Holder acknowledges and agrees that the City may remove same and all charges for such removal shall be payable by the Contract Holder immediately upon demand by the City. The termination of this Agreement by expiry or otherwise shall not affect the liability of either party to the other with respect to any obligation under this Agreement which has accrued up to the date of such termination but not been properly satisfied or discharged.

16. **TRANSFER OF FACILITY TIME**: The Contract Holder may not transfer its rights under this Contract or otherwise authorize another group or user to use the City Facility.

17. **PRE-EMPTION - CITY**: This Contract may be pre-empted and terminated at any time in order that the City may use the City Facility for a specific purpose, without liability to the City. Whenever possible, every effort will be made to give reasonable advance notice of pre-emption and termination.

18. **NO SMOKING BYLAW 2003-7:** The Contract Holder hereby acknowledges that the City may notify Algoma Public Health enforcement staff of all permitted events for the purposes of monitoring compliance. The Contract Holder shall be solely responsible for compliance with this by-law.

19. **SUPERVISION:** The Contract Holder shall be responsible for the conduct and supervision of all persons attending or participating in the permitted use and shall ensure that all regulations are observed. Vandalism, littering, abusive language, smoking, use of alcohol, or any other illegal activity, shall be deemed as just cause to cancel the Contract or reject future facility permit applications. Activities must be restricted to the permitted area and the permitted use. Supervision is required for minors until the last participant has vacated the facility.

20. **KEYS:** Where a key is provided to the Contract Holder to access the City Facility, after the holding of the event, the Contract Holder shall ensure the City Facility is locked as required and shall return the key the next day that the City is open for business. Any required key deposits will be refunded to the Contract Holder when the key is returned to the City.

21. **LOST OR STOLEN ITEMS:** The City of Sault Ste. Marie is not responsible for loss or theft of clothing, equipment, personal belongings or vehicles of the Contract Holder or any of the Contract Holder's invitees, guests or participants in relation to or in connection with the Contract Holder's use of the City Facility or any other matters under this Contract.

22. **FOOD:** The City shall have the sole and exclusive right to the distribution of all food and beverages unless otherwise approved, which may include fees as per the fee bylaw.

23. **LOTTERY LICENSE:** If an event organizer wishes to hold any type of lottery scheme such as a raffle they are required to obtain a lottery licence.

    A raffle is a lottery scheme where tickets are sold for a chance to win a prize in a draw. The different types of raffle schemes are usually identified by the method of determining the winner. Raffle prizes may consist of merchandise or cash, or a combination of the two.

    There are two levels of government that will issue a lottery licence -, Municipalities and the Provincial.

    Municipal Licenses

    A Municipality may issue licenses to conduct the following lottery schemes:
    - Bingo events with prize boards five-thousand five-hundred dollars ($5,500) and under
    - Media bingo events
    - Ticket raffle lotteries for total prizes fifty-thousand dollars ($50,000) and under
    - All break open ticket lotteries not licensed by the provincial office (Ex. Nevada tickets)
    - Bazaars (Ex. Penny draws, tickets placed in a bag, crown and anchor)
    - Giveaways – If admission is charged a license is required.

    Application forms are available from the Tax and Licensing Office, Level II, Civic Centre, 99 Foster Drive.

    Additional Resources

    For additional information on "charitable gaming" please visit www.cityssm.on.ca and search lottery licence. Or click on the link http://cityssm.on.ca/Open_Page.aspx?ID=377&deptid=1 For further information regarding lotteries, visit the Alcohol and Gaming Commission of Ontario website at www.agco.on.ca (Refer to chapter 5).

24. **RATE INCREASE**: The Contract Holder agrees that any City Council approved fee increase during the term of the Contract shall be paid upon notice.

25. **AMENDMENTS**: The parties hereby acknowledge and agree that any future amendments to this Contract or Schedules to this Contract must be made in writing and signed by both parties.

26. **ENTIRE AGREEMENTS:** The Contract Holder acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Contract other than as set out in this Contract which constitutes the entire agreement between the parties concerning the facility and which may be modified only as set out in paragraph 24 above.

27. **NOTICE:** Any notice pursuant to any of the provisions of this Contract shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed:

    in the case of notice to the Landlord to:

    Manager of Recreation & Culture
    Community Services Department
    99 Foster Drive, P.O. Box 580
    Sault Ste. Marie, Ontario P6A 5X6

    in the case of notice to the Contract Holder to:

    «Contract_Holder»
    «Mailing_Address»
    Sault Ste. Marie, Ontario «Postal_Code»

    or to such other address as either party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the 4th business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the 1st day next following the dating of faxing.

28. **SUCCESSORS:** The provisions of this Contract shall be binding upon, and endure to the benefit of, the parties and their respective successors and (where applicable) permitted assigns.

29. **GOVERNING LAW**: The parties hereto acknowledge and agree that this Contract is made in the Province of Ontario and the Courts of the Province of Ontario shall have jurisdiction in reference to any matters herein.

I have read the Contract and the Schedules attached hereto, all of which form part of this Contract. I understand same and I accept same on behalf of myself and the members of the Contract Organization, and agree to comply with same and ensure compliance by the members/participants in the permitted use. I acknowledge and agree that any breach of the terms may result in the termination of the Contract and a loss of entitlement to future usage.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

«Signing_Authority»
«Title»

Manager Recreation & Culture Division
Community Services Department

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

PER:_____

Print Name:_____

PER:_____

Print Name:_____

OUTDOOR FACILTY CONTRACT

SCHEDULE "A"

LEAGUE:

2014 FEES:

TIME PERIOD	COMPLEX	FACILITY

The City represents and warrants that the Field Location and Allotment of Field Time as set out here in Schedule "A" to the Field Service Contract is for the **Summer 2014 Season only**, specifically from Victoria Day to Labour Day. The City makes no representation, warranty or guarantee as to the Field Location and Allotment of Field Time for any future season.

Field Allocation is based on league size (number of teams/players) from the previous season. The City reserves the right to amend the above seasonal field allocations to facilitate, accommodate and meet community needs.

COUNCIL REPORT

February 18, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Nicholas J. Apostle, Commissioner Community Services

DEPARTMENT: Community Services Department

RE: Ermatinger•Clergue National Historic Site (ECNHS) – Tender of Summer Kitchen Renovations

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PURPOSE

The purpose of this report is to advise Council on the results of the tender for the Summer Kitchen Renovations at the ECNHS which is part of the Heritage Discovery Centre project.

BACKGROUND

Council's direction to proceed to the tender phase for this project is based on reports from the Finance Department on April 22, 2013 and May 13, 2013.

The project contained three (3) components: the Heritage Discovery Centre facility; the 1812 Interpretive Area; and Summer Kitchen Renovations.

The Heritage Discovery Centre is almost completed, and is on time and slightly under budget. The 1812 Interpretive component is underway and on budget and on time.

ANALYSIS

The Purchasing Division coordinated the tendering process. The Purchasing Manager's report appears elsewhere in your agenda and outlines the process and results, and includes a recommendation to approve the low bidder.

IMPACT

The budget for this portion of the project is $150,000. The low tender is $175,000. Staff from the Community Services Department, Finance Department, as well as the Consultant for the project, have reviewed the overall project

budget and although the low tender is slightly over budget, there are enough funds in the overall project contingency budgets to cover the amount of the overage.

There is no impact on the Budget as the project funds were approved in 2013.

STRATEGIC PLAN

This matter is specifically identified in the Strategic Plan – Strategic Direction 3: Enhancing Quality of Life – Objective 3A – Recreational/Cultural Infrastructure.

RECOMMENDATION

That the report of the Commissioner of Community Services concerning the tender for the Summer Kitchen Renovations at the ECNHS be received as information.

Respectfully submitted,



Nicholas J. Apostle
Commissioner Community Services

Recommended for approval



Joseph M. Fratesi
Chief Administrative Officer

jb/council/hdc summer kitchen renovations

COUNCIL REPORT

February 18, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: TENDER FOR SUMMER KITCHEN REVISIONS
ERMATINGER-CLERGUE NATIONAL HISTORIC SITE (2014CL01T)

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for Summer Kitchen Revisions at the Ermatinger-Clergue National Historic Site as required by the Community Services Department.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held February 5, 2014 with Councillor Marchy Bruni representing City Council.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with the City's Consultant for the project, Mr. Chris Tossell, Architect, and Mr. Nick Apostle, Commissioner of Community Services. Mr. Tossell's report concerning the tenders received is attached for your reference. A report of the Commissioner of Community Services, concerning the Summer Kitchen Revisions, appears elsewhere on the Agenda.

IMPACT

Funding for the project will be drawn from various Federal, Provincial and Municipal funds as previously presented to Council. The report of the Commissioner of Community Services addresses funding for this project in further detail.

STRATEGIC PLAN

The Summer Kitchen Revisions at the Ermatinger-Clergue National Historic Site are listed in the Corporate Strategic Plan as part of Objective 3A – Recreational/Cultural Infrastructure.

RECOMMENDATION

It is therefore my recommendation that the tender for Summer Kitchen Revisions at the Ermatinger-Clergue National Historic Site be awarded to Avery Construction Ltd. at their low tendered price, meeting specifications, of $175,000.00, plus HST.

It is further recommended that the City's Consultant, Mr. Chris Tossell, be authorized to provide a Letter of Intent formally authorizing Avery Construction Ltd. to proceed with the construction of this project. A By-law authorizing signature of a formal contract for construction will appear on a future Council Agenda.

Respectfully submitted,

Tim Gowans
Manager of Purchasing

TG:nt

Recommended for approval,

W. Freiburger
Commissioner of Finance & Treasurer

Recommended for approval

Joseph M. Fratesi
Chief Administrative Officer

Chris Tossell Architect
[illegible]
Sault Ste Marie, ON P6A 5X7
Phone: (705) [illegible]
Email: CTA1@shaw.ca

10 February, 2014

Nicholas Apostle
Commissioner of Community Services
The Corporation of the City of Sault Ste Marie
99 Foster Drive
Sault Ste Marie ON P6A

Dear Mr. Apostle

CTA Project 13-04: City of Sault of Sault Ste Marie: Ermatinger-Clergue National Historic Site - Summer Kitchen Revisions

The following is our report concerning tenders received on the above project.
Tenders were received at 12:00 noon on Wednesday, February 5th, 2014 and publicly opened at 3:00 pm on the same day.
The results are as follows:

1. **Avery Construction:$175,000.00 + HST**

2. **George Stone & Sons: $201,990.00 + HST**

We have reviewed both bids. All required Bid Deposits and Agreements to Bond were included with the tenders and each tender had been fully completed. Both bids acknowledged receipt of Addenda No's 1 & 2. We found no informality in either tender. The completion date provided by the low bidder is 10 weeks from Contract Award.

The tendered amount of the low bidder is slightly over the estimate. However with a reduction in the Contingency Allowance contained within the tender of $5,000.00 we are able to accommodate the cost within the overall Heritage Discovery Centre project budget. The Commissioner of Community Services will address this aspect in more detail in his Report to Council.

It is our recommendation to you that the tender of the low bidder, Avery Construction be accepted. The contractor has indicated that he would be able to commence construction on site one week after receipt of a Letter of Intent to be issued immediately upon Council approval.

Please contact the writer should you require any additional detail.

Sincerely

Chris Tossell -

Chris Tossell, OAA, MRAIC, CAHP.
Architect

COUNCIL REPORT

February 18, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Don Maki, Chief Building Official

DEPARTMENT: Engineering and Planning Department

RE: Subject of Report – 2013 Annual Fee Report

PURPOSE

The purpose of this report is to inform Council of the annual revenue and expenditures for Building Code enforcement for the 2013 construction year. The report also states the total reserves to be used for Building Enforcement as of December 31st 2013.

BACKGROUND

As required under section 7(4) of the Building Code Act, an annual fee report must be made outlining revenue expenditures, expenditures direct or indirect. There also must be a report on any reserve fund held for future expenditures. The reserve fund is to ensure staffing levels are not detrimentally affected during times when construction activity has been reduced. See attached.

IMPACT

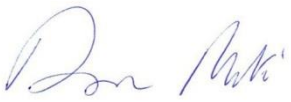
This is only a report on fees collected and expenditures. At present the report shows that there will be a modest usage of reserve funds to cover expenditures in 2013.

STRATEGIC PLAN

The report should demonstrate that although we operated with a slight deficit, the use of the reserve fund has enabled us to maintain our service level. It is anticipated that given the present expenditures the reserve fund, if not replenished with fees, will be available for at least 5-10 years. This will ensure that all expenditures are covered by permit fees and not the municipal levy. We also make an annual adjustment to the permit fees to cover any inflationary increase as well as to stay competitive with other Northern communities.

RECOMMENDATION
That the report of the Chief Building Official concerning the 2013 Annual Fees be received as information.

Respectfully submitted,



Don W. Maki, CBCO
Chief Building Official

Recommended for approval,



Jerry D. Dolcetti, RRP
Commissioner
Engineering and Planning Department

DWM/ds
Attach.

Recommended for approval



Joseph M. Fratesi
Chief Administrative Officer

Jerry D. Dolcetti, RPP
Commissioner

Don W. Maki, CBCO
Chief Building Official

ENGINEERING & PLANNING DEPARTMENT

Building Division

Tel: (705) 759- 5410
Fax: (705) 541-7165

2013 ANNUAL REPORT – BUILDING PERMIT FEES

Total Permit Fees (Revenues) collected for the period January 1 to December 31, 2013 under Building By-Law 2008-148 of the City of Sault Ste. Marie **$1,063,975.80**

Cost of Delivering Services:

Direct Costs:

Direct Costs are deemed to include the costs of the Building Division of the City of Sault Ste. Marie for the processing of building permit applications, the review of building plans, conducting inspections and building related enforcement duties, less By-Law Enforcement.

Total Costs of Division	$1,209,492.39
Less Total By-Law Enforcement Cost	- $ 148,202.98
Total Building Enforcement Costs	**$1,061,289.41**

Indirect Costs:

Indirect Costs are deemed to include the costs for support and overhead services to the Building Division of the City of Sault Ste. Marie being a ratio .0384.

Total Building Enforcement Costs (from Above)	$1,061,289.41
Less By-law Enforcement Portion of Total Building Rent Paid (15% of $100,000)	- $ 15,000.00
Revised Total Building Enforcement Costs	$1,046,289.41
Indirect Cost Ratio	x 0.0384
Indirect Costs	**$ 40,177.51**

Building Division Reserve Fund Account:

Opening Balance, January 1, 2013	$1,211,730.48
Add: Total Permit Fees (Revenues)	**$ 1,063,975.80**
Less: Total Building Enforcement Costs	**-$ 1,061,202.98**
Less: Indirect Costs	**-$ 40,177.51**
Closing Balance, December 31, 2013	$ 1,174,239.36

COUNCIL REPORT

2014 02 18 File: B-98-02

TO: Mayor Debbie Amaroso and Members of City Council

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

DEPARTMENT: Engineering and Planning Department

RE: Upgrading Surface Treated Roads

PURPOSE

The purpose of this report is to address the following resolution passed at the 2013 10 21 meeting:

> *Whereas our current surface treatment process may be adequate for use on some rural roadways, but is not adequate for resurfacing streets within urban areas of the city, and whereas an alternative to surface treatment could be the use of recycled asphalt; Now Therefore Be It Resolved that the Engineering Department be requested to report back to Council as to the impact of permanently discontinuing the current process of surface treatment on roadways within the City's urban areas, such report to include:*
>
> - *total inventory of surface treated roads.*
> - *a list of streets within the City's urban area that are scheduled to be resurfaced within the existing surface treatment program.*
> - *The additional cost to resurface a street using recycled asphalt compared to surface treatment*
> - *the impact of using recycled asphalt instead of surface treatment on the road surfacing portion of the 2014 Capital Road Reconstruction Plan*
> - *the life expectancy of surface treatment compared to recycled asphalt*

BACKGROUND
The City classifies all road surfaces into one of three categories. Class A roads have a hot mix asphalt surface with curb and gutters and storm sewers. Class B roads have a hot mix asphalt surface with roadside ditches and no storm sewers. Finally, class C roads consist of a hard surface provided by the application of stone chips onto a liquid asphalt cement spread on the gravel road base. Class C roads are surface treated roads and are the subject of this report.

Class C, or surface treated roads are the least expensive, however they provide the least longevity. They are most effective on local roads as opposed to collectors and arteries due to the low traffic volume and absence of buses and commercial vehicles.

ANALYSIS
This analysis will address the items as listed in the resolution.

Total Inventory of Surface Treated Roads:
The inventory of surface treated roads is appended to this report. It can be summarized as follows:

- total length = 109 km (21% of 531 km total road centerline length in City)
- total length inside the urban service line = 60 km
- total length that is designated as a bus route = 7 km

Streets within the urban area scheduled to be resurfaced in the 2014 Surface Treatment Program:
The actual list of surface treated roads to be resurfaced in a given program is determined in the spring of each year after the snow melt. A separate report to Council will be provided. The length of roads surface treated in 2013 totalled 2.9 kilometers which is under 3% of the total inventory.

The additional cost to resurface using recycled asphalt compared to surface treatment, and the life expectancy of surface treatment compared to recycled asphalt:
Surface treatment costs approximately $6/square meter. Our current recycled asphalt resurfacing program including placement of a recycled asphalt base course and a new hot mix surface course is $28/square meter, so it is nearly five times as expensive.

The design life of the class B surface is 20 years, and the longevity of surface treatment tends to be 6 to 8 years. When the longevity is accounted for over 20 years, surface treatment will cost $17/square meter compared to recycled asphalt at $28. The premium for asphalt becomes 65%. When maintenance for potholes and patching is considered, the long term benefit of resurfacing class C roads with recycled asphalt becomes apparent.

The impact of using recycled asphalt instead of surface treatment on the road surfacing portion of the 2014 Capital Road Reconstruction Plan:
Funds for road resurfacing, including the surface treatment program in 2014 will come from three sources; a $300,000 allowance in the capital construction plan, approximately $700,000 from miscellaneous construction, and the $300,000 surface treatment budget which was transferred from Public Works and Transportation to the Engineering Division in 2013. In addition to this, one of the capital construction projects is the resurfacing of Queen Street budgeted at $2.25 million.

The recycled asphalt from urban roads is donated to class B or class C resurfacing projects. It is always a balancing act for staff to choose projects and project limits to utilize all of the recycled asphalt without resulting in a deficit or surplus of material.

In 2013, the Engineering Division recommended and Council approved the resurfacing of three surface treated roads including River Road from Royal York to Dacey, Terrance from Old Garden River Road to Great Northern Road, and Eastwood Street. The emphasis was placed on surface treated roads that are bus routes, given that they have the least longevity. So the conversion of surface treated roads to class B roads is already underway. The problem, of course, is the limited funding we have and it must be acknowledged that resurfacing them to class B standard carries a high up front capital cost premium as noted above, and reduces the length of surface treatment we can afford.

In this year's resurfacing program, the intention is to continue the conversion of some surface treated roads to the class B standard.

Additional Comments:
The City does have an inventory of asphalt that can be rejuvenated and used as a base course for upgrading surface treated roads. Engineering staff intend to estimate the volume of material and the cost of processing it into a usable product. Once again, the difficulty we have is lack of funds in the capital and miscellaneous construction budgets, given the need to divert funds for aqueducts and bridges, and the pressure there is for roads requiring full reconstruction.

IMPACT
The analysis in this report has no impact on current budgets; however it is important to note that without increases to capital and miscellaneous construction budgets, inflation will continue to erode the City's ability to provide suitable road surfaces in the future.

STRATEGIC PLAN

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

RECOMMENDATION

It is recommended that Council accept this report as information, and that the Engineering Division continue to recommend resurfacing programs that address the most seriously deteriorated road surfaces, with the long-term intent to convert at least high-volume surface treated roads, and those with bus routes to a class B standard.

Respectfully submitted,

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

Recommended for approval,

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

DE/bb
Attach.

Recommended for approval

Joseph M. Fratesi
Chief Administrative Officer

Surface Treated Roads - RMS Scoring (Feb 2014)

RoadName	RoadFrom	RoadTo	Time	Surface Type	Surface Treatment Year	BusRoute
ADRIAN DRIVE	148M WEST OF PARKLAND	KERR DR	C-1-5	LCB		
ALAGASH DRIVE	POINTE LOUISE DR	DALGLEISH RD	C-1-5	LCB		
ALBION STREET	MARWAYNE AVE	WILLOUGHBY ST	C-1-5	LCB		
ALFRED STREET	KORAH RD	(N) E.O.P.	C-1-5	LCB		
ALGOMA AVENUE	SALISBURY AVE	BRUCE ST	C-1-5	LCB		
ALPINE STREET	ARDEN ST	WEST LIMIT	C-1-5	LCB	2008	
AMY AVENUE	MANITOU DR	ANNA ST	C-1-5	LCB	2013	
ANDERSON ROAD	SECOND LINE W	NORTH LIMIT	C-1-5	LCB		
ANITA BOULEVARD	STRAND AVE	(N) E.O.P.	C-1-5	LCB		
ANNA STREET	MANITOU DR	LAWSON AVE	C-1-5	LCB	2009	y
ARBOR DRIVE	WINFIELD DR	ALPINE ST	C-1-5	LCB		
ARONSON DRIVE	FOURTH LINE W	NORTH LIMIT	B-6-10	LCB	2008	
ASHGROVE AVENUE	DENWOOD DR	AMBER ST	C-1-5	LCB		
ASQUITH STREET	ROOSEVELT AVE	ROWELL AVE	C-1-5	LCB		
BAINBRIDGE STREET	WELLINGTON ST W	SHORT AVE	D-NOW	LCB		
BARBER BOULEVARD	QUEEN ST E	CUL DE SAC	B-6-10	LCB		
BASE LINE	AIRPORT RD	TOWNLINE RD	C-1-5	LCB	2012	
BASE LINE	AIRPORT RD	TOWNLINE RD	C-1-5	LCB	2011	
BAY ROAD	(S) E.O.P.	DACEY RD	C-1-5	LCB		
BISHOPÆS COURT	VICTORIA AVE (W)	VICTORIA AVE (E)	D-NOW	LCB		
BLAKE AVENUE	MCNABB ST	WAWANOSH AVE	C-1-5	LCB	2013	
BLAKE AVENUE	WAWANOSH AVE	ORYME AVE	C-1-5	LCB	2013	
BLAKE AVENUE	MCNABB ST	WAWANOSH AVE	C-1-5	LCB	2009	
BOEHMER BOULEVARD	MARWAYNE AVE	WILLOUGHBY ST	C-1-5	LCB		
BONNEY STREET	LETCHER ST	GOETZ ST	D-NOW	LCB		
BORDEN AVENUE	WALLACE TERRACE	ASQUITH ST	C-1-5	LCB		
BORDEN AVENUE	(E) BALFOUR ST	30M S. OF CREEK	B-6-10	LCB		
BRAEMAR BAY	TALLACK BLVD (W)	TALLACK BLVD (E)	C-1-5	LCB	2009	
BRAEMAR BAY	TALLACK BLVD (W)	TALLACK BLVD (E)	C-1-5	LCB	2009	
BROAD STREET	BOUNDARY RD	MARKET ST	C-1-5	LCB		
BROADVIEW DRIVE	ATWATER ST	CHIPPEWA ST	B-6-10	LCB		y
BROOKFIELD AVENUE	WALLACE TER	(N)E.O.P.[BENNETT CR	C-1-5	LCB		
BROOKFIELD AVENUE	[S)E.O.P.[BENNETT CR)	SECOND LINE	C-1-5	LCB	2008	
BROOS ROAD	SECOND LINE W	(N) E.O.P.	C-1-5	LCB		
BRULE ROAD	SOUTH LIMIT	FOURTH LINE W	C-1-5	LCB		
BRULE ROAD	FOURTH LINE W	(N) E.O.P.	B-6-10	LCB		
BRUNSWICK AVENUE	SECOND LINE W	SUSSEX RD	C-1-5	LCB	2008	
CALEDON STREET	MARWAYNE AVE	WILLOUGHBY ST	C-1-5	LCB		
CAMERON AVENUE	MCNABB ST	WAWANOSH AVE	C-1-5	LCB		
CAMERON AVENUE	MCNABB ST	WAWANOSH AVE	C-1-5	LCB	2011	
CARLETON AVENUE	ADELAIDE ST	SHERBOURNE ST	B-6-10	LCB		
CARPIN BEACH ROAD	SECOND LINE W	THIRD LINE (S)	D-NOW	LCB		
CARPIN BEACH ROAD	THIRD LINE (S)	(N) E.O.P.	C-1-5	LCB		
CASE ROAD	OLD GARDEN RIVER RD	(N) E.O.P.	C-1-5	LCB	2011 / 2013	
CEDARWOOD DRIVE	EASTWOOD ST	NORTHWOOD ST	C-1-5	LCB	2008	
CELENE COURT	CHAMBERS AVE (S)	CHAMBERS AVE (N)	C-1-5	LCB		
CENTRE STREET	BOUNDARY RD	EASTERN AVE	B-6-10	LCB		
CHAMPLAIN STREET	ELMWOOD AVE	GREAT NORTHERN RD	C-1-5	LCB	2013	
CHESHIRE ROAD	KORAH RD	MURTON AVE	C-1-5	LCB	2008	
CHESHIRE ROAD	(W) E.O.P.	FARWELL TERR	C-1-5	LCB		
CLEMENT STREET	LEWIS ST	CAPP ST	B-6-10	LCB		
CONNOR ROAD	LANDSLIDE RD (SIXTH LINE)	(E) E.O.P.	C-1-5	LCB	2011	

Surface Treated Roads - RMS Scoring (Feb 2014)

RoadName	RoadFrom	RoadTo	Time	Surface Type	Surface Treatment Year	BusRoute
CONNOR ROAD	LANDSLIDE RD (SIXTH LINE)	(E) E.O.P.	C-1-5	LCB		
COOPER STREET	SECOND LINE W	KORAH RD	C-1-5	LCB		
COOPER STREET	SECOND LINE W	KORAH RD	C-1-5	LCB		
COOPER STREET	SECOND LINE W	KORAH RD	C-1-5	LCB	2011	
COOPER STREET	SECOND LINE W	KORAH RD	C-1-5	LCB		
COOPER STREET	SECOND LINE W	KORAH RD	C-1-5	LCB	2011	
COREY AVENUE	MANITOU DR	ANNA ST	C-1-5	LCB		
CORNWALL STREET	JOHN ST	(E) E.O.P.	C-1-5	LCB		
CORNWALL STREET	(W) E.O.P.	NORTH ST	C-1-5	LCB		
COTTAGE LANE	VICTORIA AVE	EAST LIMIT	C-1-5	LCB		
CREERY AVENUE	ELIZABETH ST	LAKE ST	C-1-5	LCB		
DABLON STREET	WILLOUGHBY ST	MALABAR DR	B-6-10	LCB		
DALGLEISH ROAD	ALAGASH DR	POINTE AUX PINS DR	C-1-5	LCB		
DONCASTER ROAD	KORAH RD	PRENTICE AVE	C-1-5	LCB		
DRYDEN AVENUE	WALLACE TERRACE	EAST BALFOUR ST	C-1-5	LCB		
EAGLE DRIVE	WILLOW AVE	GEHRIG DR	B-6-10	LCB	2013	
EAST BALFOUR STREET	EDEN SQ	DRYDEN AVE	C-1-5	LCB		
EAST BALFOUR STREET	EDEN SQ	DRYDEN AVE	C-1-5	LCB		
EAST BALFOUR STREET	EDEN SQ	DRYDEN AVE	C-1-5	LCB	2011	
EAST BALFOUR STREET	EDEN SQ	DRYDEN AVE	C-1-5	LCB	2011	
EAST BALFOUR STREET	GOULAIS AVE	CENTRAL CREEK DIV	B-6-10	LCB		
EAST BALFOUR STREET	GOULAIS AVE	CENTRAL CREEK DIV	B-6-10	LCB	2011	
EAST DUNROBIN BAY	TALLACK BLVD	(N) E.O.P.	C-1-5	LCB	2009	
EASTERN AVENUE	BOUNDARY RD	GIBB ST	C-1-5	LCB		
EASTERN AVENUE	GIBB ST	DACEY RD	C-1-5	LCB		
EASTWOOD STREET	TERRANCE AVE	NORTHWOOD ST	C-1-5	LCB		
EDEN SQUARE	WEST BALFOUR ST	WEST BALFOUR ST	C-1-5	LCB		
EDISON AVENUE	SECOND LINE W	(N) E.O.P.	C-1-5	LCB	2008	
EDWARD STREET	UPTON RD	MCGREGOR AVE	D-NOW	LCB		
ELAINE COURT	CHAMBERS AVE (S)	CHAMBERS AVE (N)	B-6-10	LCB		
ELLIS ROAD	0.15KM (E) NIXON RD	ROSITA ST	C-1-5	LCB		y
ELMWOOD AVENUE	ORYME AVE	NORTH LIMIT	D-NOW	LCB		
FALLDIEN ROAD	QUEEN ST	RIVER RD	B-6-10	LCB		y
FARQUHAR STREET	MANITOU DR	RIVERIN AVE	C-1-5	LCB		
FISH HATCHERY ROAD	WEST LIMIT	LANDSLIDE RD	B-6-10	LCB		
FOOTHILL ROAD	HOOD ST	GOULAIS AVE	C-1-5	LCB		
FOURNIER ROAD	TRUNK RD	QUEEN ST E	C-1-5	LCB		y
FOURNIER ROAD	QUEEN ST E	RIVER RD	C-1-5	LCB		
FOURTH LINE EAST	ENT. WISHART PARK	LANDSLIDE RD	C-1-5	LCB		
FRONTENAC STREET	ADELINE	W LIMIT RANKIN RES	B-6-10	LCB		y
GEHRIG DRIVE	WILLOUGHBY ST	MALABAR DR	C-1-5	LCB		
GEORGE STREET NORTH	SOUTH LIMIT	CATHCART ST	C-1-5	LCB		
GIBBS STREET	(W) E.O.P.	CHAMBERS AVE	C-1-5	LCB		
GLASGOW AVENUE	WALLACE TERRACE	ASQUITH STREET	C-1-5	LCB	2008	
GLASGOW AVENUE	ASQUITH STREET	EAST BALFOUR ST	C-1-5	LCB	2008	
GLENWOOD AVENUE	CELENE CT	CHAMBERS AVE	C-1-5	LCB		
GOETZ STREET	BONNEY ST	YOUNG ST	C-1-5	LCB	2008	
GOETZ STREET	BONNEY ST	YOUNG ST	C-1-5	LCB		
GOETZ STREET	YOUNG ST	WALLACE TERR	B-6-10	LCB	2008	
GOULAIS AVENUE	FOURTH LINE W	NETTLETON LAKE	B-6-10	LCB		
GOULAIS AVENUE	FOURTH LINE W	NETTLETON LAKE	B-6-10	LCB	2009	
GRANGEMILL ROAD	WILSON ST	GRAND BLVD	B-6-10	LCB		

Surface Treated Roads - RMS Scoring (Feb 2014)

RoadName	RoadFrom	RoadTo	Time	Surface Type	Surface Treatment Year	BusRoute
GREENE STREET	MANITOU DR	AMY AVE	C-1-5	LCB		
HAMPTON ROAD	KORAH RD	(E) E.O.P.	C-1-5	LCB		
HARE AVENUE	GOULIAS AVE	40M (W) SPADINA AVE	C-1-5	LCB		
HARGREAVES AVENUE	MORRISON AVE	STRAND AVE	C-1-5	LCB		
HARRY STREET	WHITE OAK DR	SECOND LINE E	B-6-10	LCB		
HERKIMER STREET	TOWNLINE RD	CARPIN BEACH RD	D-NOW	LCB	2013	
HERKIMER STREET	TOWNLINE RD	CARPIN BEACH RD	D-NOW	LCB	2012	
HERKIMER STREET	TOWNLINE RD	CARPIN BEACH RD	D-NOW	LCB	2013	
HERKIMER STREET	TOWNLINE RD	CARPIN BEACH RD	D-NOW	LCB	2011	
HERKIMER STREET	TOWNLINE RD	CARPIN BEACH RD	D-NOW	LCB	2011	
HESS STREET	COTTAGE LANE	(N) E.O.P.	C-1-5	LCB		
HOOD STREET	(S) E.O.P.	FOOTHILL RD	C-1-5	LCB		
JEAN AVENUE	MANITOU DR	ANNA ST	C-1-5	LCB		
KENT AVENUE	GREAT NORTHERN RD	WILLOW AVE	C-1-5	LCB	2008	
KENT CRESCENT	TALLACK BLVD	PEOPLES RD	C-1-5	LCB		
KERR DRIVE	WEEKS ST	CHAMBERS AVE	D-NOW	LCB		
KILLARNEY ROAD	TADCASTER PL	GREAT NORTHERN RD	C-1-5	LCB	2011	
KINGSFORD ROAD	KORAH RD	(E) E.O.P.	C-1-5	LCB		
LAMMING AVENUE	KORAH RD	(N) E.O.P.	C-1-5	LCB		
LANGDON ROAD	(W) E.O.P.	KORAH RD	C-1-5	LCB		
LANGDON ROAD	KORAH RD	MURTON AVE	C-1-5	LCB	2008	
LANGDON ROAD	(W) E.O.P.	FARWELL TERR	C-1-5	LCB		
LAURENTIAN DRIVE	GREAT NORTHERN RD	WILLOW AVE	C-1-5	LCB	2008	
LAURIER AVENUE	WALLACE TERRACE	ASQUITH ST	C-1-5	LCB		
LAURIER AVENUE	ASQUITH STREET	EAST BALFOUR ST	C-1-5	LCB		
LAURIER AVENUE	(S) E.O.P.	SECOND LINE W	C-1-5	LCB		
LAWSON AVENUE	MANITOU DR	ANNA ST	C-1-5	LCB		y
LEIGHÆS BAY ROAD	BASE LINE	SECOND LINE W	C-1-5	LCB	2011	
LEIGHÆS BAY ROAD	.58K N. OF SECOND LINE W	THIRD LINE W	B-6-10	LCB	2011	
LEIGHÆS BAY ROAD	THIRD LINE W	(N) E.O.P.	B-6-10	LCB		
LEIGHÆS BAY ROAD	SECOND LINE W	.58K N. OF SECOND LINE W	A-ADEQ	LCB		
LESLIE STREET	MARWAYNE AVE	WILLOUGHBY ST	C-1-5	LCB		
LETHBRIDGE STREET	TALLACK BLVD	KENT CRES	D-NOW	LCB		
LLOYD STREET	CHURCHILL AVE	JOHNSON AVE	C-1-5	LCB		
MALABAR DRIVE	GREAT NORTHERN RD	WILLOW AVE	C-1-5	LCB		
MANITOU DRIVE	ANNA ST	LAWSON AVE	C-1-5	LCB	2008	y
MANITOU DRIVE	LAWSON AVE	(N) E.O.P.	C-1-5	LCB	2008	
MARKET STREET	SOUTH MARKET ST	PARK ST	C-1-5	LCB		
MARWAYNE AVENUE	BOEHMER BLVD	CALEDON ST	C-1-5	LCB		
MARWAYNE AVENUE	LESLIE ST	ALBION ST	C-1-5	LCB		
MARWAYNE AVENUE	BOEHMER BLVD	CALEDON ST	C-1-5	LCB		
MCGREGOR AVENUE	(S) E.O.P.	QUEEN ST E	C-1-5	LCB		
MCNABB STREET	SALISBURY AVE	ST GEORGES'S AVE E	C-1-5	LCB		
MCPHAIL AVENUE	(W) E.O.P.	(E) E.O.P.	D-NOW	LCB		
MCQUEEN ROAD	HOOD ST	GOULAIS AVE	C-1-5	LCB		
MELROSE AVENUE	BRUCE ST	MCNABB ST	D-NOW	LCB		
MELVILLE ROAD	RANKIN RD	CHAMBERS AVE	C-1-5	LCB		
MONTCALM ROAD	SUPERIOR DR	SACKVILLE ST	C-1-5	LCB		
MOSS ROAD	THIRD LINE W	FOURTH LINE W	C-1-5	LCB		
MURTON AVENUE	KINGSFORD RD	ROSSMORE RD	C-1-5	LCB	2008	
NIXON ROAD	(S) E.O.P.	ELLIS RD	C-1-5	LCB	2012	y
NIXON ROAD	ELLIS RD	SECOND LINE	C-1-5	LCB	2012	y

Surface Treated Roads - RMS Scoring (Feb 2014)

RoadName	RoadFrom	RoadTo	Time	Surface Type	Surface Treatment Year	BusRoute
NOKOMIS BEACH ROAD	DES CHENES DR	(N) E.O.P.	C-1-5	LCB		
NORTH EDEN	EDEN SQ	SECOND LINE W	C-1-5	LCB	2011	
NORTHWOOD STREET	TERRANCE AVE	EAST LIMIT	C-1-5	LCB	2008	
OAKBINE AVENUE	ELMWOOD AVE	BLAKE AVE	C-1-5	LCB		
OLD GARDEN RIVER ROAD	LANDSLIDE RD	RANKIN INDIAN RES	C-1-5	LCB		
OLD GARDEN RIVER ROAD	WEST LIMIT	LANDSLIDE RD	C-1-5	LCB		
OLD GOULAIS BAY ROAD	FIFTH LINE	(N) E.O.P.	C-1-5	LCB	2013	
ORIOLE STREET	MCQUEEN RD	FOOTHILL RD	C-1-5	LCB		
ORYME AVENUE	REID ST	GREAT NORTHERN RD	B-6-10	LCB		
PARADISE AVENUE	PALADIN AVE	CIVIC 51 / 55	C-1-5	LCB		
PARDEE AVENUE	MAPLE ST	BIRCH ST	C-1-5	LCB		
PATRICIA AVENUE	(W) E.O.P.	TURNER AVE	C-1-5	LCB		
PEACH DRIVE	PALADIN AVE	CIVIC 45 / 51	C-1-5	LCB		
PENNO ROAD	ST PATRICK ST	(E) E.O.P.	C-1-5	LCB		
PITTSBURGH AVENUE	WALLACE TERRACE	ASQUITH ST	C-1-5	LCB	2012	
POINTE AUX PINS DRIVE	DALGLEISH RD	RED PINE DR	B-6-10	LCB		
POINTE LOUISE DRIVE	(W) E.O.P.	(E) E.O.P.	C-1-5	LCB		
POND STREET	CUL DE SAC	ROSSMORE RD	C-1-5	LCB		
POWLEY ROAD	R.R. TRACKS	FIFTH LINE	C-1-5	LCB	2012	
RANGER STREET	MCQUEEN RD	FOOTHILL RD	C-1-5	LCB		
RANKIN ROAD	SOUTH LIMIT	DACEY RD	C-1-5	LCB		
RANSOME DRIVE	REX AVE	ROSITA ST	C-1-5	LCB		
RANSOME DRIVE	ROSITA ST	ALLEN'S SIDE RD	C-1-5	LCB		y
REX AVENUE	RANSOME DR	ELLIS RD	C-1-5	LCB		
RIVER ROAD	FOURNIER RD	(N) E.O.P.	B-6-10	LCB		
RIVER ROAD	MURPHY ST	DACEY RD	C-1-5	LCB		
RIVER ROAD	DACEY RD	ROYAL YORK BLVD	C-1-5	LCB		y
RIVERIN AVENUE	FARQUHAR AVE	VERA ST	C-1-5	LCB		
RIVERSIDE DRIVE	(S) E.O.P.	QUEEN ST E	D-NOW	LCB		
RIVERVIEW AVENUE	36M(S) MCPHAIL AVE	QUEEN ST E	D-NOW	LCB		
ROCKPORT ROAD	ST MICHAEL'S SQ	WESTGATE DR	C-1-5	LCB		
ROOSEVELT AVENUE	ASQUITH ST	NORTH EDEN AVE	C-1-5	LCB	2011	
ROOSEVELT AVENUE	WALLACE TERRACE	(N) E.O.P.	C-1-5	LCB		
ROOSEVELT AVENUE	ASQUITH ST	NORTH EDEN AVE	C-1-5	LCB		
ROSITA STREET	RANSOME DR	(N) E.O.P.	C-1-5	LCB		y
ROWELL AVENUE	(S) E.O.P.	SECOND LINE W	C-1-5	LCB	2008	
ROWELL AVENUE	ASQUITH ST	(N) E.O.P.	C-1-5	LCB	2009	
ROWELL AVENUE	ASQUITH ST	(N) E.O.P.	C-1-5	LCB		
ROYAL YORK BOULEVARD	RIVER RD	QUEEN ST E	C-1-5	LCB		
RUSH AVENUE	GREAT NORTHERN RD	WILLOW AVE	C-1-5	LCB	2009	
SCHULTZ SIDE ROAD	FIFTH LINE E	HWY 17 N	C-1-5	LCB		
SELBY ROAD	KORAH RD	(E) E.O.P.	C-1-5	LCB		
SELKIRK ROAD	SUPERIOR DR	SACKVILLE ST	C-1-5	LCB		
SHANNON ROAD	RIVERSIDE DR	QUEEN ST E	C-1-5	LCB		
SHARON CRESCENT	TADCASTER PL	(E) E.O.P.	C-1-5	LCB	2008	
SHERBOURNE STREET	CARLETON AVE	(N) E.O.P.	D-NOW	LCB		
SHORT STREET	BAINBRIDGE ST	SECOND LINE E	D-NOW	LCB		
SIXTH LINE	HWY 17 N	CONNOR RD	C-1-5	LCB		
SOUTH EDEN	(S) E.O.P.	EDEN SQ	C-1-5	LCB		
SOUTH EDEN	WALLACE TERR	(N) E.O.P.	C-1-5	LCB		
SOUTH MARKET STREET	BOUNDARY RD	EASTERN AVE	A-ADEQ	LCB		
SOUTH MARKET STREET	EASTERN AVE	CHAMBERS AVE	A-ADEQ	LCB		

Surface Treated Roads - RMS Scoring (Feb 2014)

RoadName	RoadFrom	RoadTo	Time	Surface Type	Surface Treatment Year	BusRoute
SOUTHWOOD DRIVE	TERRANCE AVE (S)	TERRANCE AVE (N)	B-6-10	LCB		
SPADINA AVENUE	(S) E.O.P.	HARE AVE	C-1-5	LCB	2009	
SPADINA AVENUE	(S) E.O.P.	EAST BALFOUR ST	C-1-5	LCB	2011	
ST. MARYÆS AVENUE	NORTH ST	BIRCH ST	D-NOW	LCB		
ST. PATRICK STREET	(S) E.O.P.	PENNO RD	C-1-5	LCB		
STEVENS STREET	WEST LIMIT	GREAT NORTHERN RD	C-1-5	LCB	2013	
STRAND AVENUE	NORTH ST	GRAND BLVD	B-6-10	LCB		
SUNNYSIDE BEACH ROAD	(S) E.O.P.	SHATRUCK DRIVE	C-1-5	LCB	2012	
SWARTZ STREET	WELLINGTON ST (W)	LENNOX AVE	C-1-5	LCB		
SYDENHAM ROAD	(W) E.O.P.	KORAH RD	C-1-5	LCB		
SYDENHAM ROAD	KORAH RD	MURTON AVE	D-NOW	LCB	2012	
SYDENHAM ROAD	(W) E.O.P.	FARWELL TERR	C-1-5	LCB		
TABER STREET	GLENHOLME DR	HUGILL ST	C-1-5	LCB		
TADCASTER PLACE	NORTHERN AVE	SHARON CRES	C-1-5	LCB	2008	
TALLACK BOULEVARD	(W) E.O.P.	EAST DUNNROBIN BAY	D-NOW	LCB		
TALLACK BOULEVARD	EAST DUNNROBIN BAY	PEOPLES RD	C-1-5	LCB	2009	
TERRANCE AVENUE	OLD GARDEN RIVER RD	GREAT NORTHERN RD	C-1-5	LCB		y
THIRD LINE EAST	OLD GOULAIS BAY RD	INDUSTRIAL PARK CRES	A-ADEQ	LCB		
TOWN LINE ROAD	HERKIMER ST	BASE LINE RD	C-1-5	LCB		
TOWN LINE ROAD	BASE LINE RD	0.8KM (N) BASE LINE	B-6-10	LCB		
TOWN LINE ROAD	0.8KM (N) BASE LINE	SECOND LINE W	B-6-10	LCB		
TOWN LINE ROAD	333M(S) THIRD LINE	THIRD LINE RD	B-6-10	LCB		
TOWN LINE ROAD	SECOND LINE W	1.0KM (N) SECOND LINE W	B-6-10	LCB		
TOWN LINE ROAD	1.0KM N SECOND LINE W	333M S THIRD LINE W	B-6-10	LCB		
TOWN LINE ROAD	HERKIMER ST	BASE LINE RD	C-1-5	LCB	2011	
VAL STREET	QUEEN ST E	MCNEICE ST	B-6-10	LCB		
VENN STREET	NORTH LIMIT	FOOTHILL RD	C-1-5	LCB		
VERA AVENUE	ADELINE AVE	EAST CITY LIMIT	B-6-10	LCB		
VICTOR EMMANUEL AVENUE	(W) E.O.P.	TURNER AVE	D-NOW	LCB		
VICTORIA STREET	HERKIMER ST	SOUTH LIMIT	C-1-5	LCB		
WALLACE TERRACE	ROYCE AVE	ALLEN'S SIDE RD	C-1-5	LCB		
WALLS SIDE ROAD	SHATRUCK DR	BASE LINE RD	C-1-5	LCB	2012	
WALTERS STREET	SECOND LINE W	(N) E.O.P.	C-1-5	LCB		
WARDELL ROAD	(W) E.O.P.	GOULAIS AVE	C-1-5	LCB		
WEMYSS STREET	TRELAWNE AVE	PIM ST	C-1-5	LCB	2009	
WEST BALFOUR STREET	BROOKFIELD AVE	EDEN SQ	C-1-5	LCB		
WESTGATE DRIVE	NEWCASTLE DR	GOULAIS AVE	C-1-5	LCB		
WESTWOOD CRESCENT	CUL DE SAC	TERRANCE AVE	C-1-5	LCB		
WHITNEY AVENUE	(S) E.O.P.	SECOND LINE W	C-1-5	LCB	2009	
WHITNEY AVENUE	(S) E.O.P.	SECOND LINE W	C-1-5	LCB	2011	
WHITNEY AVENUE	(S) E.O.P.	SECOND LINE W	C-1-5	LCB	2012	
WIBER STREET	FARQUHAR AVE	GREENE ST	C-1-5	LCB		
WIBER STREET	AMY AVE	COREY AVE	C-1-5	LCB		
WILDING AVENUE	DOUGLAS ST	EAST BALFOUR ST	C-1-5	LCB		
WILKS STREET	BROOS RD	ANDERSON RD	C-1-5	LCB		
WINFIELD DRIVE	(W) E.O.P.	ARDEN ST	C-1-5	LCB		
WIRELESS AVENUE	RAVINA ST	LAKE ST	C-1-5	LCB		
YORK STREET	JOHN ST	NORTH ST	C-1-5	LCB		

COUNCIL REPORT

2014 02 18

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 - Contribution Agreements with Province and Prince Township

---

PURPOSE

The purpose of this report is to obtain approval to enter into two funding contribution agreements for the reconstruction of four single lane bridges shared with the Township of Prince.

BACKGROUND

Council is aware the City shares four 90-year-old single lane bridges equally with the Township of Prince. A total of $3,492,000 in funding is being provided by the Minister of Rural Affairs through the Municipal Infrastructure Investment Initiative (MIII). The remaining $388,000 is to be split equally between the City and Prince. It was determined by all parties involved that the most practical way of administering the project is for the City to enter into a contribution agreement with the Province, and a separate agreement will be required between the City and Prince to account for Prince's payment of its share to the City. It will be easier for grant monies to flow through one municipality.

ANALYSIS

Engineering and Legal staff have negotiated both agreements and they are recommended for approval. We have received confirmation from the Township of Prince that it will be approving its agreement with the City also.

IMPACT

There is no additional impact to capital budgets. The City's share of $194,000 will come from the 2014 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 enter into two contribution agreements, one with the Province and the other with the Township of Prince for reconstruction of bridges 12, 13, 14 and 15 on Base Line and Town Line Road. By-Laws 2014-42 and 2014-47 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

February 18, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Carl Rumiel, P. Eng., Design and Construction Engineer

DEPARTMENT: Engineering and Planning Department

RE: Closure of Fourth Line East at Backcountry Court

PURPOSE

The purpose of this report is to obtain approval for a road closure by-law in order close Fourth Line East just west of Backcountry Court to facilitate the replacement of a cross culvert.

BACKGROUND

At the 2014 02 03 meeting, Council approved the awarding the replacement of the cross culvert on Fourth Line East near Backcountry Court to Palmer Construction Group Inc.

ANALYSIS

In order to complete this work, the road will need to be closed to vehicular traffic for the duration of construction which is expected to be finished by late March. Residents have been given written notice and signage has been placed warning motorists of the closure.

IMPACT

There is no additional financial impact associated with the closure.

STRATEGIC PLAN

Replacement of this culvert is linked to the Transportation Network Improvements objective under the Developing Solid Infrastructure strategic direction.

RECOMMENDATION

It is recommended that Council pass By-Law 2014-48 authorizing the road closure which is found elsewhere on the agenda.

Respectfully submitted,

Carl Rumiel, P. Eng.
Design & Construction Engineer

Recommended for approval,

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

Recommended for approval

Joseph M. Fratesi
Chief Administrative Officer

COUNCIL REPORT

2014 02 18 File: B-08-03

TO: Mayor Debbie Amaroso and Members of City Council

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

DEPARTMENT: Engineering and Planning Department

RE: Subject of Report – 711/719 Bay Street - Seawall

PURPOSE

The purpose of this report is to advise Council of the deteriorated condition of the seawall at 711 and 719 Bay Street.

BACKGROUND

In 2008 and 2012, Council authorized structural evaluation, engineering and construction of temporary repairs to the seawall that the City owns on the water in front of the condominiums at 711 and 719 Bay Street. Since 2007, on several occasions and at several locations, it was determined that the condition of the retaining wall had deteriorated such that affected areas had to be fenced off. Voids are forming behind the wall as material is lost to erosion through the deteriorated seawall.

ANALYSIS

The most recent inspection and investigation has determined that at some locations, the temporary repairs are only marginally effective. Based on the current condition and detailed findings during repair efforts, the consultant has recommended removal of the entire sheet piling, timber cribbing and concrete cap and replace it with a sloping stone revetment for shoreline protection along the full length. This would be comparably cheaper than a full sheet pile wall replacement.

The preliminary budget cost estimate for this work is $600,000. For an additional $100,000, the revetment could be extended westerly in front of Villa Santa Maria and the Art Gallery to meet the existing boardwalk at Clergue Park. The consultant advises that there is sufficient City owned property width on the waterfront to construct both the revetment shoreline and eventually a multi-use trail. The cost of the trail is not included in the budget estimate.

IMPACT

The estimated cost of $700,000, excluding the trail, is not available in the current five year capital plan without significant under-runs on other projects. It will be necessary to include this project in the next 5 year capital plan. In the interim, the problem areas will remain fenced off and monitored for safety and further deterioration. Based on the attached letter, the consultant advises that the anticipated plane of failure if the wall completely fails, would be contained on City property, however, a detailed structural analysis has not been completed. If monitoring results in a recommendation from the consultant that a structural analysis be completed for the adjacent buildings, staff would recommend it be completed.

STRATEGIC PLAN

Repairs of this nature are linked to Objective 1A, Environmental Leadership under the Developing Solid Infrastructure Strategic Direction.

RECOMMENDATION

It is recommended that Council accept this report as information, and that the replacement of the seawall be included in the next five year capital plan, and that the seawall be monitored by our structural engineering consultant in the interim for further deterioration.

Respectfully submitted,

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

Recommended for approval,

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

DE/bb
Attach.

Recommended for approval

Joseph M. Fratesi
Chief Administrative Officer

TULLOCH
ENGINEERING

71 Black Road
Unit 8
Sault Ste. Marie, ON
P6B 0A3

T. 705 949.1457
F. 705 949.9606
TF. 866 806.6602
saultstemarie@TULLOCH.ca
WWW.TULLOCH.ca

February 7, 2014
12-1034

The Corporation of the City of Sault Ste. Marie
Department of Engineering and Planning
99 Foster Drive - P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Attention: **Mr. Don Elliott, P.Eng.,**
Director of Engineering Services

Re: **711/719 Bay Street Retaining Wall**
Wall Stability and Potential Effects to Adjacent Buildings

Dear Sir:

We have reviewed the potential impact a sudden and complete failure of the retaining wall could have on the structures located at civic addresses 711 and 719 Bay Street. In order to do so, a number of assumptions were made. Accordingly, the assumptions are generally conservative

In the event a complete failure of the retaining wall occurred, the ground slippage plane would be expected to extend a distance of approximately 5m (15ft) to 15m (50ft) back from the face of the wall. Coincidently, the City owned lands extend approximately 15m back from the retaining wall. The condominium structures at 711 and 719 Bay Street are set back approximately 20m and 25m respectively from the retaining wall. Given the size of the buildings and that this area consists of reclaimed (filled) land and soft soil conditions, it is very likely the buildings are founded with end bearing steel piles on sandstone bedrock, which is common of many structures along the waterfront. Provided the piles were designed to support both vertical and lateral loadings, this reasonable assumption further adds a level of safety to the impact of potential wall failure may have on the structures.

Again, we must stress that we have not completed a detailed analysis, and the above is based on a series of assumptions. In order to perform a detailed analysis, a geotechnical investigation would be required and a review of the condominium foundation construction. Due to the potential impact to private property, the City may want to consider undertaking this review if monitoring of the seawall reveals continued deterioration.

We trust the above opinion is adequate for your consideration. Should you wish to discuss the preceding further, please do not hesitate to contact the undersigned.

Yours truly,

John McDonald, P.Eng.
TULLOCH Engineering Inc.

JM/bt

COUNCIL REPORT

2014 02 18

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: PROPERTY: REQUEST TO HAVE A 1' RESERVE IN THE SHARON HILL SUBDIVISION II, PLAN M391 DECLARED SURPLUS

PURPOSE

The purpose of this report is to recommend to Council that the property being a 1' reserve located at the end of the portion of Vivian Avenue closed by City By-law 2013-61 on June 10, 2013 be declared surplus and offered for sale by the City in accordance with the City's policy for the disposition of land.

ATTACHMENT

Attached as Schedule "A" is a portion of the Property Index Map for Block 31593 showing the subject property as PIN 31593-0042. It also shows the recently closed portion of Vivian Avenue as PIN 31593-0050.

BACKGROUND

The Legal Department received a request to acquire the 1' reserve described as PIN 31593-0042 (LT) PCL 9516 SEC AWS; BLK 29 PL M391 KORAH; SAULT STE. MARIE with the request to purchase the unopened part of Vivian Avenue. The request was circulated to the usual City Departments. All comments were favourable.

ANALYSIS

If Council declares the property surplus the property will be advertised for sale once in the Sault Star and also appear on the City web page. This property should be included with the sale of the closed portion of Vivian Avenue.

IMPACT

There is no significant financial impact associated with this matter.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

It is recommended that the 1' reserve legally described as PIN 31593-0042 (LT) PCL 9516 SEC AWS; BLK 29 PL M391 KORAH; SAULT STE. MARIE be declared surplus to the City's needs and conveyed with the closed portion of Vivian Avenue.

By-law 2014-41 being a by-law to declare this property surplus to the City's needs has been prepared for your consideration and appears elsewhere on the agenda.

Respectfully submitted,

Nuala Kenny
City Solicitor

NK/da

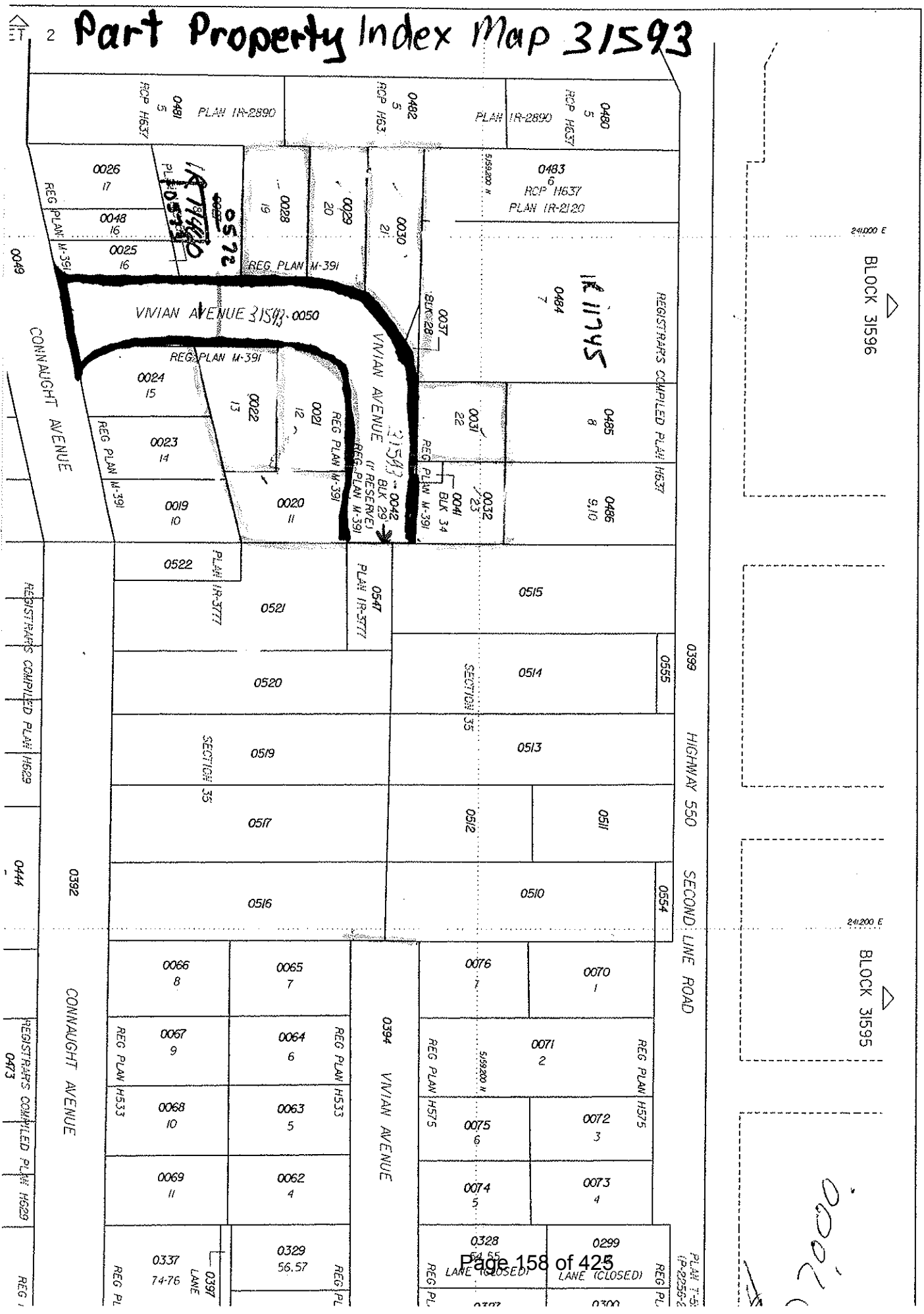
Recommended for approval

Attachment

Joseph M. Fratesi
Chief Administrative Officer

LEGAL\STAFF\COUNCIL REPORTS\2014\SHARON HILL SUB 1' RESERVE VIVIAN AVE.DOCX

Schedule "A"


Part Property Index Map 31593
PLAN 1R-2890
RCP H637
0481
0482
0480
0026
17
0048
16
0025
16
0028
19
0029
20
0030
21
0483
RCP H637
PLAN 1R-2120
559200 N
241000 E
BLOCK 31596
REG PLAN M-391
0049
VIVIAN AVENUE 31593-0050
0037
BLK 28
0484
7
REGISTRAR'S COMPILED PLAN H637
0024
15
0022
13
0021
12
0023
14
0019
10
0020
11
0031
22
0485
8
0041
BLK 34
0032
23
0042
BLK 29
(1' RESERVE)
0486
9,10
CONNAUGHT AVENUE
VIVIAN AVENUE
0522
PLAN 1R-3777
0521
0547
PLAN 1R-3777
0515
0520
0514
0555
0519
0513
0517
0512
0511
0516
0510
0554
0399
HIGHWAY 550
SECOND LINE ROAD
241200 E
BLOCK 31595
0392
0444
0066
8
0065
7
0076
0070
1
0067
9
0064
6
0071
2
0068
10
0063
5
0075
6
0072
3
0069
11
0062
4
0074
5
0073
4
0394
0328
64.55
0299
0337
74-76
0329
56.57
0397
LANE
LANE (CLOSED)
REG PLAN H533
REG PLAN H575
REGISTRAR'S COMPILED PLAN H629
REGISTRAR'S COMPILED PLAN H529
0473

COUNCIL REPORT

February 18, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Matthew Caputo, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Licence of Occupation of City Property – 166 Plaintree Drive

---

PURPOSE

The purpose of this report is to seek Council's approval for a Licence to Occupy City Property Agreement (the "Licence Agreement") between the City and Maria A. Rossi (the "Licencee") to permit a monument (the "Monument") to be placed on a portion of the Plaintree Drive boulevard in front of the Licencee's property (the "City Property").

ATTACHMENT

Attached as Schedule "A" is a sketch of the location of the Monument on the City Property. Attached as Schedule "B" is a photograph of the Monument on the City Property.

BACKGROUND

Maria A. Rossi is the registered owner of 166 Plaintree Drive (the "Rossi Property"). The Licencee has constructed the Monument on the City Property. The Monument is described as a brick structure, with a granite faceplate indicating the owners and the address of the Rossi Property, with a short light post extending from the top.

While the Monument is currently present, it was never permitted to be placed on the City Property. An inspection of the property by the Building Department discovered this infraction. The Licencee was unaware that permission from the City was required to construct the Monument, and therefore the City has received a request from the Licencee for permission to use the City Property for the Monument.

ANALYSIS
The Legal Department circulated this request to the relevant City departments for comment. The City's Engineering and Planning Department requested that the Licence Agreement provide for access by the major utility companies in the event that same was necessary. All other departments had no comment regarding this matter.

The term of the Licence Agreement is for one year commencing on February 18, 2014 and continues thereafter from year to year until terminated. The Licence Agreement can be terminated by the City or the Licencee by giving three (3) months notice to the other party. The Licence Agreement permits the Licencee to retain the Monument in its current state on a portion of the City Property at the defined location, and restricts any alteration to the Monument, or any other use of the City Property.

IMPACT
Not applicable.

STRATEGIC PLAN
Not applicable.

RECOMMENDATION
By-law 2014-35, which appears elsewhere on the agenda, authorizes the City to enter into a Licence Agreement between the City and the Licencee, and is recommended for approval.

Respectfully submitted,

Matthew Caputo
Solicitor/Prosecutor

Recommended for approval,

for Nuala Kenny
City Solicitor

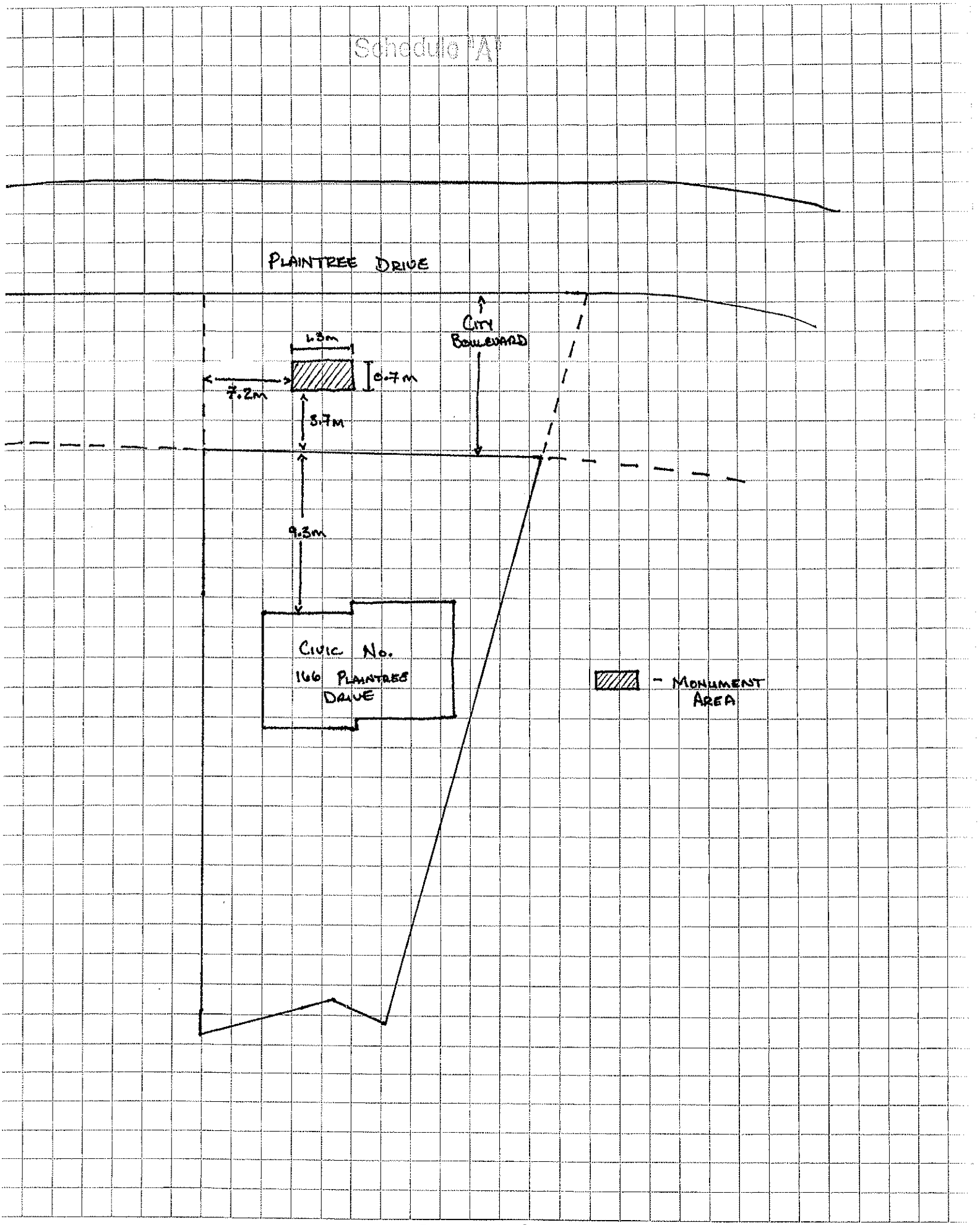
MC/cf

Attachment

Staff/Council Reports/2014/Rossi 166 Plaintree AG122 feb18.14

Recommended for approval

Joseph M. Fratesi
Chief Administrative Officer


PLAINTREE DRIVE
CITY BOULEVARD
4.3m
0.7m
7.2m
5.7m
9.3m
CIVIC No.
166 PLAINTREE DRIVE
- MONUMENT AREA

Schedule "B".



COUNCIL REPORT

2014 02 18

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: SALE OF CITY OWNED PROPERTY ABUTTING 28 SIMCOE STREET BEING LT 245-247 PL 58 AWENGE; SAULT STE. MARIE

PURPOSE

The purpose of this report is advise Council of the offer received from Danny Lou Desjardins, the abutting landowner to the City owned property located at civic 28 Simcoe Street, legally described as PIN 31613-0128 (LT) LT 245-247 PL 58 AWENGE; SAULT STE. MARIE ("Subject Property").

ATTACHMENT

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

BACKGROUND

At its meeting on May 27, 2013 City Council declared the Subject Property surplus to the City's needs.

The property was advertised and a notice was put in the Sault Star on June 15, 2013, as well as the City web page indicating that the City proposed to sell this property to the abutting land owner. Subsequently, Mr. Desjardins obtained a Letter of Opinion suggesting that the property should be sold for no less than Three Thousand ($3,000.00) Dollars and no more than Five Thousand ($5,000.00) Dollars.

The request was circulated to Engineering, Planning, Public Works and Transportation and the Sault Ste. Marie Region Conservation Authority. There were no objections to the sale of the Subject Property. It was recommended that the property only be sold as a lot addition to 48 Victoria Street (Lots 248 to 250 Plan 58; Awenge; Sault Ste. Marie.

An Agreement of Purchase and Sale for the Subject Property was received from Danny Lou Desjardins as Buyer, for the Purchase Price of Three Thousand Eight Hundred ($3,800.00) Dollars, HST included. The agreement indicates that the Buyer agrees that this property will be a Lot Addition to Lots 248 to 250, Plan 58; Awenge; Sault Ste. Marie.

ANALYSIS
Not applicable

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

STRATEGIC PLAN
Not applicable.

RECOMMENDATION
It is recommended that the offer received from Danny Lou Desjardins in the amount of Three Thousand Eight Hundred ($3,800.00) Dollars, including HST for the property described as PIN 31613-0128 LT 245-247 PL 58 AWENGE; SAULT STE. MARIE be accepted. By-law 2014-45 appears elsewhere on the agenda and is recommended for your approval.

Respectfully submitted,

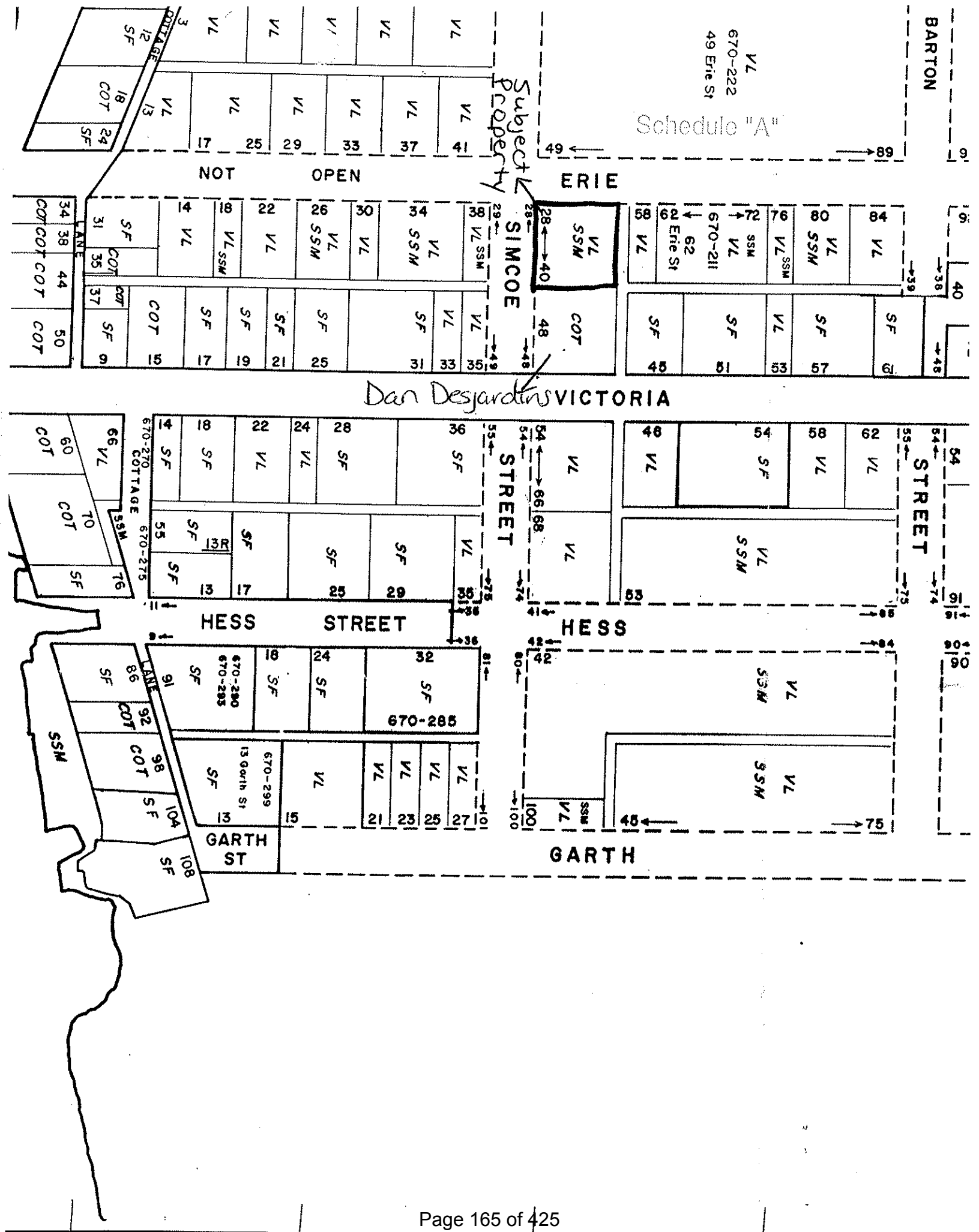
Nuala Kenny
for City Solicitor

NK/da
Attachment

Recommend for approval

Joseph M. Fratesi
Chief Administrative Officer

LEGAL\STAFF\COUNCIL REPORTS\2014\SALE TO DESJARDINS LT 245-247 PL 58 AWENGE.DOCX PR1.50


Schedule "A"
Subject Property
Dan Desjardins
BARTON
ERIE
NOT OPEN
SIMCOE
VICTORIA
HESS STREET
GARTH ST
GARTH
670-222
49 Erie St
62 Erie St
670-211
670-270
670-275
670-280
670-283
670-285
670-299
13 Garth St

COUNCIL REPORT

February 18, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: AGREEMENT: Bell Mobility Inc. – Portion 57 Des Chenes Drive

---

PURPOSE

The purpose of this report is to request Council's authorization to enter into a Lease Agreement ("Lease") with Bell Mobility Inc. to erect and maintain a tower and an equipment shelter on a portion of City property located at 57 Des Chenes Drive.

BACKGROUND

Bell Mobility Inc. wishes to erect a tower on a portion of the City's property at 57 Des Chenes Drive being approximately 21m x 25m (Compound Area) and 6m x 280m (Access Road), which is more particularly shown on the plan attached hereto. The Lease is for an initial term of five years with three options to extend for an additional five years.

The City currently has an agreement with Bell Mobility Inc. for a tower and equipment shelter on City owned property at Cathcart Street and West Street.

ATTACHMENT

A plan showing the location of the property is attached hereto.

ANALYSIS

The Lease confirms the agreement between the City and Bell Mobility Inc. Specifically, the Lease confirms that Bell Mobility Inc. may erect and maintain at its sole expense the aforesaid tower and shelter at the location identified on the plan. The Lease Agreement contains insurance and indemnification provisions, wherein Bell Mobility Inc. agrees to indemnify the City for any claims or damages caused but the use of the facilities or City property.

IMPACT
Schedule "C" to the Lease sets out the rent payments payable by Bell Mobility Inc. to the City. For the initial term, Bell Mobility shall pay to the City an annual rent in the amount of $5,000.00 commencing February 18, 2014, or adjusted to the first day of the month construction begins, and ending on February 17, 2019. The Lease also provides that Bell Mobility shall pay to the City the following amounts:

(a) An annual rent in the amount of $5,500.00 during the first option term in the event that Bell Mobility Inc. exercises its first option to extend the Lease;
(b) An annual rent in the amount of $6,100.00 during the second option term in the event that Bell Mobility Inc. exercises its second option to extend the Lease; and
(c) An annual rent in the amount of $6,800.00 during the third option term in the event that Bell Mobility Inc. exercises its third option to extend the Lease.

STRATEGIC PLAN
No impact on strategic plan.

RECOMMENDATION
The Lease which is attached to and forms part of By-law 2014-32 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

Nuala Kenny
for City Solicitor

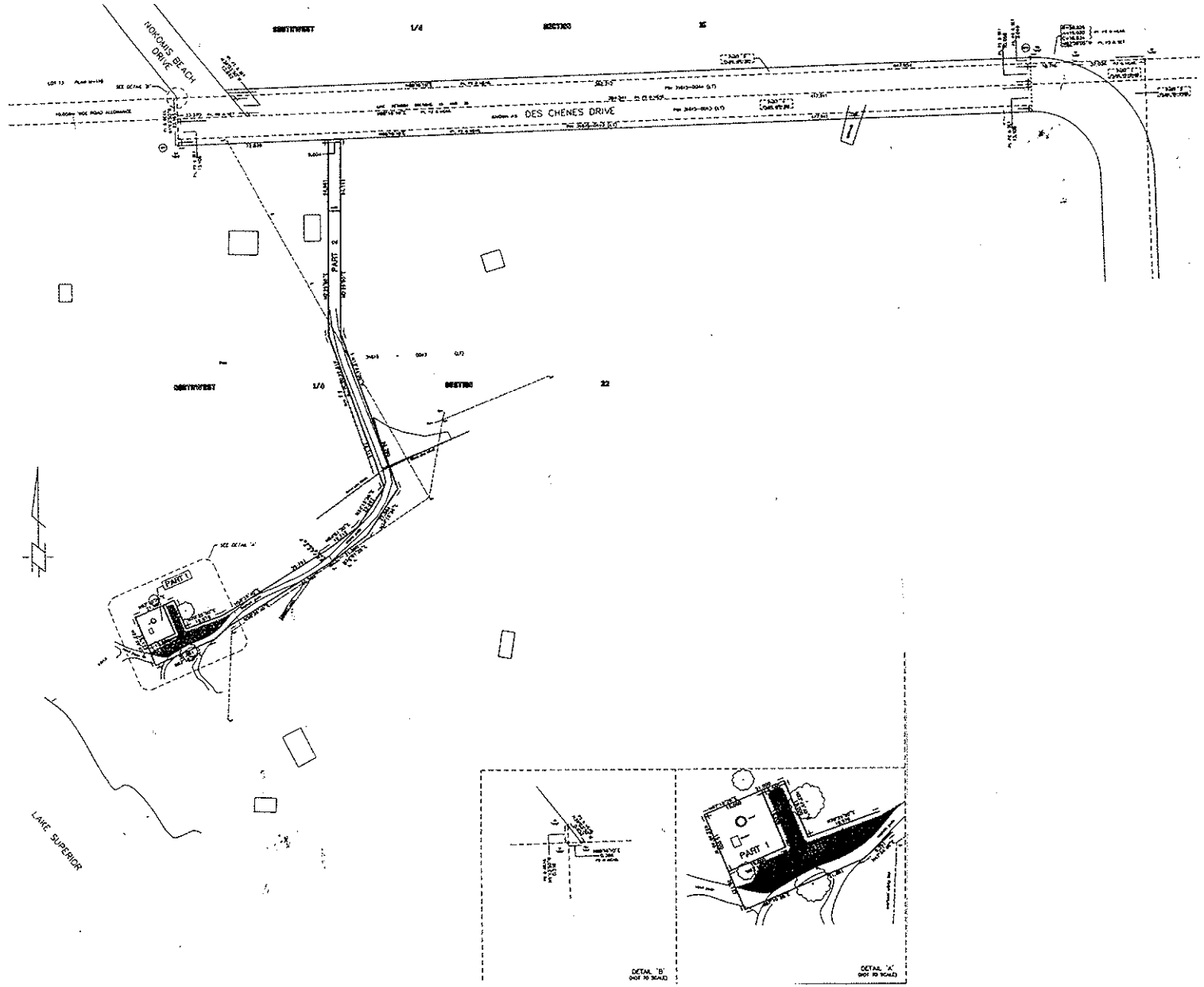
NK/da
Attachment

Recommended for approval

Joseph M. Fratesi
Chief Administrative Officer

AG LEGAL\STAFF\COUNCIL REPORTS\2014\BELL MOBILITY INC AGREEMENT 57 DES CHENES DRIVE.DOCX

W3422 (DES CHENES)



Schedule "A"

KEY PLAN (NOT TO SCALE)

SCHEDULE

PART	LOT	PIN	AREA
1	PART OF THE NORTHWEST QUARTER OF SECTION 22	PART OF 31613-0044 (LT)	1856 sq.m.
			19980 sq.ft.

PLAN OF
PART OF THE NORTHWEST QUARTER
OF SECTION 22
GEOGRAPHIC TOWNSHIP OF PARRY, NOW IN THE
CITY OF SAULT STE. MARIE
DISTRICT OF ALGOMA

LEGEND

INTEGRATION DATA

CAUTION

BEARING NOTE

NOTE

METRIC NOTE

NOTE

SITE DATA

SITE DATA	CHECKED	PROPOSED
PROPERTY AREA	4,800.700 sq.m.	
BUILDING AREA	1856 sq.m.	1.1 sq.m.
LOT COVERAGE	40.69%	
AREA REQUIREMENTS		
COVERAGE		0.02 %
HARDSCAPE & PATIOS		21.00 sq.m.
TOTAL		1,871.2 sq.m.
PARKING SPACES		1 SPACE
LOCATION OF SPACES		ON - SITE
VEHICULAR STORAGE SPACES		
WIDTH (SIDE STREET)		3.65 m
DEPTH (SIDE STREET)		6.0 m
AREA		21.9 m²
VEHICULAR STORAGE SPACES		
WIDTH (SIDE STREET)		3.65 m
DEPTH (SIDE STREET)		6.0 m
AREA		21.9 m²

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

DATE: MAY 15, 2019 (ORIGINAL DATE: JUL 26, 2012)

MARK GILMORE
ONTARIO LAND SURVEYOR

GILMORE & GILMORE SURVEYING LTD.
CONSULTANTS & LAND SURVEYORS
SAULT STE. MARIE, ONTARIO

BY	ON	JOB No.	SCALE
DJ	JUL 26, 2012	2019-031	1:400

COUNCIL REPORT

February 18, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor

DEPARTMENT: Legal Department

RE: Private Snow Dump Sites in Sault Ste. Marie

PURPOSE

The purpose of this report is to advise City Council of the issues and City practices regarding the use of privately owned land as a snow dump site. This report further addresses the concerns raised regarding the operation of a snow dump site located at 296 North Street and a second site located in the City.

BACKGROUND

The City has received complaints regarding the use of privately owned snow dump sites. The complaints include concerns over noise emanating from the vehicles conducting the dumping, the times during which the activities take place, sight line concerns on the roadways near the snow dump sites, and drainage concerns with the approaching spring melt.

Snow storage has not been considered a “use of land” in the City. City Zoning By-law 2005-150 does not specify snow dumping or snow storage as a use that is controlled. This is due to the temporary nature of snow dump sites, and the fact that they are essential for the quality of life in the community to continue.

ANALYSIS

This report addresses the various concerns raised regarding private snow dump sites. With respect to noise, By-law 4100 exempts noise from enforcement in the case of public convenience or necessity. Historically, snow removal has fallen under this category. The removal of snow is certainly necessary to ensure that roadways and parking lots are properly maintained. Notwithstanding same, if the noise is excessive, such as in the case of workers yelling or the unnecessary

banging of tailgates of vehicles, police may be called to enforce the Noise By-law. Compliance is generally achieved with a letter from the Legal Department to the operator requesting that the operator be more cognizant of their neighbours.

Issues regarding sight lines and drainage are more site specific. As such, comments from the City's Engineering and Public Works and Transportation ("PWT") Departments, along with the Sault Ste. Marie Region Conservation Authority ("SSMRCA") were requested regarding 296 North Street and the second site located in the City.

Regarding 296 North Street, the Engineering Department has confirmed that no drainage issues have been brought to the City's attention and that drainage works are present at this site, specifically a drainage ditch and three catchbasins. Engineering confirmed that in the event that the stockpiling of snow melts and thereafter runoff flows onto Railroad Avenue, the City could enforce same pursuant to By-law 2008-131 or By-law 2012-9. Regarding sight lines, PWT confirmed that there were no issues regarding same with this site. The SSMRCA confirmed that this site is not located in an area under their jurisdiction.

Regarding the second location, the Engineering Department provided similar comments regarding the availability of enforcement in the event of runoff flowing onto the abutting roadway from the melting of stockpiles of snow. Additionally, Engineering commented that if such runoff flowed onto private property, the City could proceed with charges under Section 2.06 of By-law 2012-9 which requires all yards to provide for adequate surface water drainage, including provisions for its disposal. The Engineering Department further commented that it can assist those with drainage issues by setting grades for residents who wish to improve drainage and provide an outlet for surface water where possible. The SSMRCA also confirmed that this site is not located in an area under their jurisdiction.

In summary, excessive noise concerns generated from private snow dump sites has and will continue to be dealt with by Police. Further, as described herein, By-laws 2008-131 and 2012-9 provide the means to enforce the issues that may result from runoff flowing from stockpiled snow, in the event that same arise.

IMPACT
Not applicable.

STRATEGIC PLAN
Not applicable.

RECOMMENDATION

It is recommended that the Report of the Assistant City Solicitor regarding Private Snow Dump Sites in Sault Ste. Marie be received as information. It is further recommended with respect to 296 North Street and the second site located in the City, that the Legal Department write to the relevant property owners to direct their attention to the applicable City By-laws and require their compliance. No further action is required.

Respectfully submitted,

Melanie Borowicz-Sibenik
Assistant City Solicitor

Recommended for approval,

Nuala Kenny
for City Solicitor

MBS/cf

Staff/Reports/2014/Snow Dump Sites feb18.14

COUNCIL REPORT

February 18, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor

DEPARTMENT: Legal Department

RE: Lease Agreement between the City and Mill Market Inc. - 35 Canal Drive (Municipal Fish Hatchery Property)

PURPOSE

The purpose of this report is to seek Council's approval of a Lease Agreement between the City and Mill Market Inc. (the "Agreement") to facilitate the housing of a temporary Farmers' Market on City Property, specifically the Municipal Fish Hatchery Property located at 35 Canal Drive (the "Subject Property").

BACKGROUND

The Subject Property has been vacant for some time. An environmental report prepared by M.R. Wright & Associates Co. Ltd. dated April 2010 confirms the presence of environmental contamination, namely mold, on the Subject Property.

Mill Market Inc. has contacted the City to request permission to lease the Subject Property for the purpose of housing a temporary Farmers' Market and related uses. Through negotiations with the City's Planning and Legal Departments, Mill Market Inc. proposes to remediate and clean the Subject Property at no cost to the City, in exchange for occupying the Subject Property. Following the remediation of the Subject Property, Mill Market Inc. agrees to provide the City certification from a professional engineer that confirms the Subject Property has been successfully remediated. Upon receipt of such certification to the satisfaction of the City, Mill Market Inc. would then be permitted to operate the Farmers' Market and related uses on the Subject Property.

Upon termination of the Agreement, Mill Market Inc. intends to relocate the Farmers' Market from the Subject Property to its site located at the Board Mill Building on the former St. Mary's Paper site. Further, Mill Market Inc. has agreed to demolish the structure located on the Subject Property at its sole expense within thirty (30) days following termination of the Agreement.

ANALYSIS

The Agreement confirms the terms negotiated between Mill Market Inc. and the City's Planning and Legal Departments as set out above. The Agreement proposes a term of five (5) years commencing March 1, 2014 and terminating on March 31, 2019. The Agreement may be terminated by either party upon ninety (90) days' written notice. Significantly, Section 4 of the Agreement provides the City with the ability to terminate the Agreement and require Mill Market Inc. to deliver vacant possession on thirty (30) days' notice in the event that the City receives an offer to purchase the Subject Property.

The Agreement presents no risk to the City. Moreover, the City would benefit from having the Subject Property remediated and the structure located on the Subject Property demolished at the sole expense and liability of Mill Market Inc. Mill Market Inc. further agrees to be responsible for any and all environmental liabilities relating to the mold located on the Subject Property, and any other environmental liabilities that were caused, created and/or made worse by their presence on the Subject Property during the term of the Agreement. In this regard, Mill Market Inc. further agrees to indemnify and save harmless the City from any resultant claims, damages, costs, or expenses relating to such environmental liabilities. For these reasons, it is recommended that the City permit the requested temporary tenancy at the Subject Property and enter into the Agreement with Mill Market Inc.

IMPACT

Mill Market Inc. shall be responsible for the payment of any taxes that may be assessed against the Subject Property during the term of this Agreement. The City will not be required to expend funds to remediate the Subject Property. Further, the marketability of the Subject Property will be enhanced given the remediation works to be undertaken.

STRATEGIC PLAN

This Agreement is consistent with the Fish Hatchery Demolition set out in Objective 1C – Property Management and Development of the Strategic Plan. This Agreement is further consistent with the corporate value of environmental stewardship and fiscal responsibility.

RECOMMENDATION

By-law 2014-50 is located elsewhere on your agenda and authorizes the Lease Agreement between the City and Mill Market Inc., and is recommended for approval.

Respectfully submitted,

Melanie Borowicz-Sibenik
Assistant City Solicitor

Recommended for approval,

Nuala Kenny
for City Solicitor

MBS/da

LEGAL\STAFF\COUNCIL REPORTS\2014\MILL MARKET INC LEASE FORMER FISH HATCHERY PROPERTY.DOCX
AG130

COUNCIL REPORT

February 18, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Don McConnell, MCIP, RPP, Planning Director

DEPARTMENT: Engineering and Planning Department

RE: Comprehensive Signs By-law Consulting Services

PURPOSE

The purpose of this report is to recommend that City Council authorize an agreement with Martin Rendl Associates to provide consulting services related to the development of a new Comprehensive Signs By-law for the community.

BACKGROUND

When the City's new Zoning By-law was approved in 2005, a Signs By-law was created by compiling information from the old Zoning By-law, Building By-law and other sources into a single document.

Overall, the existing Signs By-law has not undergone a comprehensive review in more than forty (40) years and is no longer appropriate for the community. In 2012, City Council established a Signs By-law Review Committee with representation from City Council, the Planning Advisory Committee and City staff. This Committee is jointly chaired by Councillors Christian and Watkins.

The Committee's initial focus was to create an approach to dealing with digital signage. City Council adopted the recommendations of the Committee and these regulations now form part of the City's Signs By-law.

The Committee is now proceeding with addressing the larger issue of creating a new Comprehensive Signs By-law for the community.

ANALYSIS

In November 2013, the Committee issued a Request For Proposals for consulting services to assist with the development of a new Comprehensive Signs By-law.

A total of three proposals were received from the following firms:

- Duncan, Linton LLP
- Fotenn Planning and Urban Design
- Martin Rendl Associates

On January 29, 2014, the Committee met to review the proposals and selected Martin Rendl Associates as the most qualified firm to assist with the development of a new Comprehensive Signs By-law. This firm has extensive experience working with other communities in Ontario including Burlington, Clarington, Hamilton, Markham, Mississauga, Oakville, Toronto, and many others.

Work will begin immediately with an anticipated completion date at the end of June 2014.

IMPACT
As part of last year's budget, City Council approved $45,000 for this project.

STRATEGIC PLAN
The development of a new Comprehensive Signs By-law is identified in the City's Strategic Plan as an Enhancing Quality of Life activity under Objective 3B – Planning for the Future.

RECOMMENDATION
That the report dated February 18, 2014 concerning consulting services for the development of a new Comprehensive Signs By-law be received and that Martin Rendl Associates be awarded this contract in the amount of $39,890 excluding HST.
Bylaw 2014-43 appears elsewhere on the agenda and is recommended for approval.

Recommended for approval,

Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,

Jerry Dolcetti, RPP
Commissioner Engineering & Planning

Pat Schinners
Administrative Clerk

Recommended for approval

Joseph M. Fratesi
Chief Administrative Officer

COUNCIL REPORT

2014 02 18

Mayor Debbie Amaroso and Members of City Council

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

DEPARTMENT: Engineering and Planning Department

RE: EAST END SEWAGE TREATMENT PLANT – UV DISINFECTION EFFLUENT WEIR REPLACEMENT

PURPOSE

The purpose of this report is to obtain approval to award Contract 2014-6E, UV Disinfection Effluent Weir Replacement.

BACKGROUND

This past spring, a partial failure of the UV weir occurred at the EEWPCP. Temporary repairs were completed on May 7th, 2013. AECOM completed an evaluation of the alternative repair/replacement options and recommended that the concrete weir base elevation be raised to 1.397 m above the upstream channel base in order to restore the system to the original design details.

Since installation, the upper portion of the weir has corroded significantly and the structural integrity appears to be insufficient to support the water pressure of the system. Support pipes and metal plates have been added to maintain the short term integrity of the weir. The original design called for the concrete weir base to be approximately 1.397 m above the upstream channel base elevation. Through construction, the concrete weir base was formed to 1.005 m above the upstream channel floor, resulting in a need to extend the weir plate by 392 mm in order to maintain the design water level through the UV disinfection process.

The original contract documents required the material of construction for the 584 mm weir to be 3 mm (1/8”) 304 stainless steel, which the contractor supplied. The extension plate for the weir consisted of 3 mm galvanized steel or aluminum and attached above the stainless steel section. Since installation, the upper portion of the weir corroded significantly, particularly at the joint between the upper and lower sections. Also, the structural strength of the material did not

appear sufficient to support the increased water pressure of the system. Support pipes were provided at the time of the original construction to improve the integrity of the weir.

The above noted weir modification stems from a cost saving measure that was implemented at the time of construction. The less costly modified weir has been functioning since construction of the plant, however, resulted in a premature failure. As a result, a modified design is proposed in order to restore the system to the original design details.

ANALYSIS

A total of five (5) tenders were received. All tenders submitted were found to be complete. The results are summarized in the attached report. The low tender of $29,549.50 (including HST) was received from Graham B. Newman Construction Inc. This is 1.5% lower than the Engineer's pre-tender estimate for this contract of $30,000.00 (including HST).

Approximately $7,000 in engineering fees will be required for the construction phase of the project.

IMPACT

When recoverable HST is removed the City's cost to complete this project is projected to be approximately $34,000, to be funded from the sanitary sewer surcharge account. This project is within the annual capital budget of $1,000,000 for the sewage treatment plants and large pump stations.

STRATEGIC PLAN

The UV Disinfection Effluent weir replacement, although not specifically mentioned in the Strategic Plan, is linked to Strategic Direction 1: Developing Solid Infrastructure.

RECOMMENDATION

It is recommended that the report of Land Development and Environmental Engineer concerning the UV Disinfection Effluent weir replacement be received, and the recommendation that:

- Contract 2014-6E be awarded to Graham B. Newman Construction Inc. be approved, and;
- AECOM be retained for Contract Administration fee of $7,000.00.

By-law 2014-34 authorizing execution of the Contract has been placed on the Agenda for your consideration.

Respectfully submitted,

C. Taddo

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

Recommended for approval,

Jerry Dolcetti, RPP
Commissioner
Engineering and Planning
Department

AECOM
523 Wellington Street East 705 942 2612 tel
Sault Ste. Marie, ON, Canada P6A 2M4 705 942 3642 fax
www.aecom.com

February 12, 2014

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

Dear Ms. Taddo:

Project No: 60196936

Regarding: East End Water Pollution Control Plant
UV Disinfection Weir Replacement
Contract No. 2014-6E
Tender Report

We have reviewed the tenders received by the City Clerk's office on Wednesday, February 12, 2014 for the above contract and present herewith our Tender Report.

1.0 Introduction

Contract No. 2014-6E – East End WPCP - UV Disinfection Weir Replacement consists of supplying all equipment, labour and materials for the replacement of the existing UV effluent weir including related concrete work, misc. metals and appurtenances.

The tender advertisement was published in the Sault Star on Saturday, February 1, 2014 for notification to prospective bidders of the availability of the tender documents. The tender documents were also available for review by potential bidders at the Sault Ste. Marie Construction Association, Sudbury Construction Association, and the Consultant's office.

A total of six (6) Contractors picked up tender documents during the tender period following submission of the $50.00 refundable deposit. Plan takers consisted of five (5) general contractors, and one (1) subcontractor.

One addendum was issued by the Consultant for a minor design modification.

2.0 Summary of Tenders

Five (5) Contractors submitted sealed tenders for Contract No. 2014-6E to the City Clerk's office prior to the closing time of 3:00 p.m. on Wednesday, February 12, 2014. The tenders were publicly opened at 3:15 p.m. on the same day by Councillor Steve Butland in the presence of City and Consultant staff along with representatives of two of the bidding Contractors. At the time of the tender opening, the Total Tender Values were read and the tenders were reviewed to ensure they included the required $5,000 tender deposit.

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

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

1.	Graham Newman Construction Inc.	$29,549.50
2.	Cecchetto and Sons Ltd.	$48,735.77
3.	R.M. Belanger Limited	$48,849.90
4.	George Stone and Sons Inc.	$67,449.70
5.	Essar Steel Algoma Inc.	$178,640.57

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

The Engineer's tender estimate for this Contract was $29,945.00 (incl. HST) which was based on a budget estimate established during the design stage. A General Summary of Tender Prices for each of the above tenders along with the Engineer's tender estimate is attached as Appendix 1. The original copies of all tenders received are attached to this report, for the City's records.

3.0 Review of Tenders Received

The tenders were reviewed to verify all tender submission requirements were complied with as stipulated in the Information to Tenderers. A Summary of the review is attached as Appendix 2. The following specific comments are noted:

1. All tenders were properly signed, sealed and executed.

2. The tenders were checked for mathematical errors. There were no errors in either submission.

3. The Instructions to Bidders indicated that all tenders were to include a $5,000 tender deposit in the form of a certified cheque. Both tenders complied with submission of the required certified cheques.

4. The tender document called for submission of Appendix 'A' to 'D' which outline the list of bid documents, list of subcontractors and suppliers, alternative prices and breakdown of total

tender price. All bidders filled in the appropriate statements or attached separate breakdowns.

4.0 Low Bidder Experience

With respect to the low bidder, Graham Newman Construction, they are a well-known local Building Contractor who has many years of related experience which has included other City contracts involving similar work at the East End WPCP.

5.0 Tender Estimate

The low tender amount of $29,549.50 (incl. HST) is slightly lower than the Engineer's tender estimate of $29,945.00 (incl. HST) and within the City's budget allocation for this project.

6.0 Conclusions

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

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

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

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

Yours very truly,
AECOM Canada Ltd.



Darrell Maahs, C. Tech.
Project Manager

DM:nm
Encl.

COUNCIL REPORT

February 18, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Nicholas J. Apostle, Commissioner, Community Services

DEPARTMENT: Community Services Department

RE: St. Mary's River Marine Heritage Centre (M.S. Norgoma)

PURPOSE

This report is in response to two Council resolutions from the April 8, 2013 Budget Meeting of Council:

"Resolved that item 6.(2)(a) be postponed for a period of one year."

"Resolved that the reports of the Commissioner of Community Services dated 2013 04 08, the Chair of the Destiny Committee and the Chief Executive Officer – Economic Development Corporation both dated 2013 03 20 concerning St. Mary's River Marine Heritage Centre (M.S. Norgoma) be accepted and the recommendation not to provide any further municipal funding to the Centre (Option 1 of the report) be approved."

BACKGROUND

A presentation was made to City Council by the St. Mary's River Marine Heritage Centre (SMRMHC) Board of Directors on January 21, 2013. In their presentation the Board specifically requested continued funding and sharing of resources. Council referred the presentation information to staff for review and to report back to Council.

Attached are reports from the Commissioner Community Services, the Chair of the Destiny Committee, and the Chief Executive Officer – Economic Development Corporation as were provided to Council on March 25, 2013. At the March 25, 2013 meeting Council deferred this matter to the April 8, 2013 Council Budget meeting. The reports from the Commissioner of Community Services dated 2013 03 25, the Chair of the Destiny Committee, and the Chief Executive Officer – Economic Development Corporation recommended to not provide any further municipal funding to the SMRMHC. At the April 8, 2013 meeting, Council approved funding the Norgoma for "one year only" (resolution

attached). In addition Council asked staff to provide an exit strategy along with estimated costs for the ship, which was provided at the January 20, 2014 meeting and is attached.

ANALYSIS

The Norgoma was part of the 2013 Tall Ships event which was a one-time event associated with the Commemoration of the War of 1812.

Also, the Board has reported that their bank balance is approximately $30,000. Their 2013 operating expenses were approximately the same amount.

IMPACT

There is no funding allocation for the Norgoma in the 2014 budget.

STRATEGIC PLAN

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

RECOMMENDATION

That the report of the Commissioner Community Services concerning the Norgoma be received and that the recommendation (Option 1 of the April 8, 2013 report) that any further Municipal funding ***not*** be provided to the Centre, be approved.

Respectfully submitted,

Nicholas J. Apostle
Commissioner Community Services

Recommended for approval

Joseph M. Fratesi
Chief Administrative Officer

jb/council/norgoma feb 18

attachments

CITY COUNCIL RESOLUTION

Date: ~~March~~ Apr 8/13 25, 2013

Agenda Item 6(2)(a)

MOVED BY Councillor B. Watkins
SECONDED BY Councillor S. Myers

Resolved that item 6.(2)(a) be postponed ~~to a future meeting of Council.~~ for a period of one year

COMMUNITY SERVICES DEPT.
MAR 28 2013
RECEIVED

☐ CARRIED ☒ DEFEATED ☐ AMENDED ☐ DEFERRED
☐ REFERRED ☐ OFFICIALLY READ NOT DEALT WITH

SIGNATURE

☐ C.A.O.
☒ City Solicitor
☒ Comm. Finance/Treasurer
☒ Comm. Eng. & Planning
☐ Comm. Human Resources
☒ Comm. Community Services
☐ Comm. P.W. & Transportation
☐ City Clerk
☐ Fire Chief
☐ Police Chief
cc: J. Cain
V. McLeod
☐ Mayor
☐ Dir. Libraries
☐ E.D.C.
☐ Cons. Authority
☐

CITY COUNCIL RESOLUTION

Date: April 8, 2013 Budget Meeting

Agenda Item

MOVED BY Councillor L. Turco
SECONDED BY Councillor B. Watkins

Resolved that the reports of the Commissioner of Community Services dated 2013 04 08, the Chair of the Destiny Committee and the Chief Executive Officer – Economic Development Corporation both dated 2013 03 20 concerning St. Mary's River Marine Heritage Centre (M.S. Norgoma) be accepted and the recommendation not to provide any further municipal funding to the Centre (option 1 of the report) be approved.

☐ CARRIED ☐ DEFEATED ☐ AMENDED ☐ DEFERRED
☐ REFERRED ☑ OFFICIALLY READ NOT DEALT WITH

SIGNATURE

☐ C.A.O.
☑ City Solicitor
☑ Comm. Finance/Treasurer
☑ Comm. Eng. & Planning
☐ Comm. Human Resources
☑ Comm. Community Services
☐ Comm. P.W. & Transportation
☐ City Clerk
☐ Fire Chief
☐ Police Chief
☐ Mayor
☐ Dir. Libraries
☐ E.D.C.
☐ Cons. Authority
☐

NICHOLAS J. APOSTLE
COMMISSIONER COMMUNITY SERVICES

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

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 being 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

March 20, 2013

To: Mayor and City Council

From: Michael Marinovich, Chair of the Destiny Committee

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

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."*

The Destiny SSM Committee met with SMRMHC representatives on March 6, 2013 during its regularly scheduled meeting. These representatives described how they sought to address the recommendations made by the Destiny Committee as part of the original Council resolution which committed funding for five years. Refer to Attachment A.

As part of the review, the Committee examined the original seven recommendations made by Destiny SSM Committee in 2007. While the Committee recognized the SMRMHC had made physical improvements to the Norgoma, the Centre has been unable to adequately address the seven recommendation that formed the basis of the 2007 Council Resolution that supported limited five year funding term.

The conclusion of the Destiny Committee was that the SMRMHC had not fully addressed these recommendations, which explicitly stated that it was ... "clearly understood by all parties that the Norgoma would not be subsidized by City funding for more than five years." The Destiny Committee consensus and recommendation is that the City has no further obligation to provide any further financial assistance to the SMRMHC for the operation of the Norgoma. The Destiny Committee thanks the SMRMHC for its efforts over the last five year, encourages them examine alternative revenues sources.

MM/td

March 20, 2013

To: Mayor and Sault Ste. Marie City Council
Board of Directors

From: Tom Dodds,
Chief Executive Officer

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

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 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 (Attachment B), 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.

SAULT STE. MARIE Ontario Canada

99 Foster Drive . Level Three . Sault Ste. Marie, Ontario . Canada . P6A 5X6 . Tel: 705.759.5432 . 1.800.461.6020 . Fax: 705.759.2185
info@ssmedc.ca . www.sault-canada.com

On January 31st, Michael Marinovich, Chair of the Destiny Committee, received an email from Gord Smedley, a SMRMHC Board member requesting a meeting with the committee to discuss the future of the Norgoma.

On February 25, 2013, the Destiny Committee met to review the Norgoma situation. As part of the review, the Committee examined the original seven recommendations made by Destiny Committee in 2007. Refer to Attachment A.

> *"Resolved that the report of Destiny Sault Ste. Marie dated January 2007 entitled 'The Norgoma - Background and Recommendations - A Report to City Council' be accepted and the recommendation to Council to approve Option #4 Subsidize and Strengthen Existing Norgoma Operations including the 7 recommendations contained therein under Option #4, BE REFERRED to the 2007 Budget Deliberations."*

Their preliminary conclusion was that the SMRMHC had not fully addressed these recommendations. The general consensus appeared to be that the City had no obligation nor should it provide any further financial assistance to the SMRMHC for the operation of the Norgoma. However, in light of the request for meeting noted above, the committee decided to defer any decision until such time, as they had met with representatives of the SMRMHC.

The Destiny Committee met with SMRMHC representatives on March 6, 2013 during its regularly scheduled meeting. These representatives described how they sought to address the recommendations made by the Destiny Committee as part of the original Council resolution which committed funding for five years. While the Committee recognized the SMRMHC had continued to operate the museum and made some physical improvements to the Norgoma, the Centre has been unable to adequately address the seven recommendation that formed the basis of the 2007 Council Resolution that supported a limited, five year funding term.

The conclusion of the Destiny Committee was that the SMRMHC had not fully addressed these

recommendations, which explicitly stated that it was ... "clearly understood by all parties that the Norgoma would not be subsidized by City funding for more than five years." The Destiny Committee consensus and recommendation is the City has no obligation nor should it provide any further financial assistance to the SMRMHC for the operation of the Norgoma.

ANALYSIS AND RECOMMENDATION:

The SMRMHC Board of Directors has been provided five years to address the recommendations prepared by the Destiny Committee. It has been unsuccessful in achieving them. They have asked the City to continue funding and to provide support to help operate the Norgama, citing significant challenges in managing, maintaining and operating the museum with volunteers and summer students. Therefore, in light of these considerations, the absence of a strategic plan, a contract with the city and the absence of a sustainability strategy, only peripheral tourism benefits, and in light of the fact that the previous Council resolution has stipulated that there would be no future funding, continuation of City financial support is not recommended.

Tom Dodds

CITY COUNCIL RESOLUTION

Date: April 8, 2013

Agenda Item

MOVED BY Councillor S. Myers
SECONDED BY Councillor M. Bruni

Resolved that the reports of the Chief Administrative Officer and the Commissioner of Finance and Treasurer dated 2013 04 08 concerning the 2013 Budget be accepted and the 2013 Budget, with adjustments detailed below, with an average urban residential property tax increase of 2.32% (calculated by blending an increase in assessment with a decrease in the tax rate) be approved.

Adjustments:

Reduce the surplus allocation for Transit Equipment Reserve from $450,000 to $420,000
Fund the St. Mary's River Heritage River Heritage Society (Norgoma) for one year only at $15,000
Fund the one time acquisition of additional flagpoles (International Display) at $15,000
Add an on-going expenditure of $6,000 for year round flag display to the levy
Allocate a further $ 500,000 from the 2012 surplus as revenue to the 2013 budget
Allocate the balance of $ 708,355 from the 2012 surplus to a tax stabilization fund

☒ CARRIED ☐ DEFEATED ☐ AMENDED ☐ DEFERRED
☐ REFERRED ☐ OFFICIALLY READ NOT DEALT WITH

SIGNATURE

☐ C.A.O.
☑ City Solicitor
☑ Comm. Finance/Treasurer
☑ Comm. Eng. & Planning
☐ Comm. Human Resources
☑ Comm. Community Services
☐ Comm. P.W. & Transportation
☐ City Clerk
☐ Fire Chief
☐ Police Chief
☐ Mayor
☐ Dir. Libraries
☐ E.D.C.
☐ Cons. Authority
☐

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

STEM ENGINEERING GROUP

875 Queen Street East, Suite 2
Sault Ste. Marie, ON P6A 2B3
Canada

p. 705.942.6628
f. 705.942.7515

www.stemeng.ca
mail@stemeng.ca

January 9, 2014

Project No. 13130

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

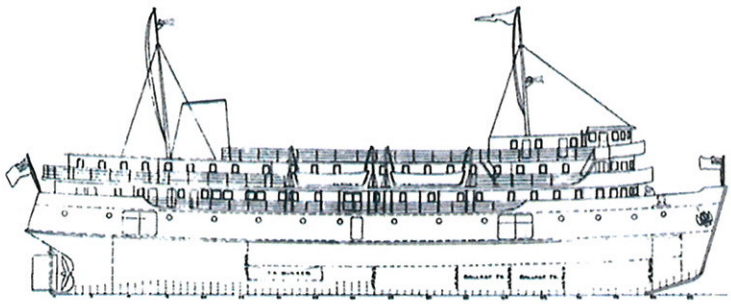
Attention: **Mr. Joe Cain, Manager of Recreation and Culture Division**

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.



Specifications

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

Figure 1:M.S. Norgoma

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

LICENSED PROFESSIONAL ENGINEER
N. P. LAMBERT
100126555
Jan 9, 2014
PROVINCE OF ONTARIO

Randy Beltramin, P.Eng.
STEM Engineering Group

LICENSED PROFESSIONAL ENGINEER
R. G. BELTRAMIN
Jan 9/14
PROVINCE OF ONTARIO

TABLE 1: EXIT STRATEGY OPTIONS

OPTIONS	CONSIDERATIONS	SCOPE OF WORK & ESTIMATED COSTS*		PROS & CONS
A) Demolish Onsite	• Approval[1] • 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 Demolition*[5] Professional Fees @ 10% Scrap Recovery Value Site Restoration **Total Estimated Cost**	>520K 50K -120K 50K **>500K**	Pros • No removal from marina required[2] • No dredging required[3] Cons • Environmental Liability • High Cost • Large impact on site • Demolished in public location
B) Partially Demolish Onsite, Final Demolition Offsite	• Approval[1] • 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 • Removal[2] • Towing[4] • 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 Demolition*[5] Remove Norgoma from Marina *Remove docks* *Tug boat(s)* Professional Fees @ 10% Cost to Demolish *Demolition (inc. landfill fees*[5]*)* *Scrap Recovery Value* **Total Estimated Cost**	155K-195K 27K 18K 0 **200K-240K**	Pros • No dredging required[3] • No large lift required Cons • Environmental Liability • Large impact on site • Demolished in public location
C) Remove Offsite	• Approval[1] • Removal[2] • Dredging[3] • Towing[4] • 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 dredging*[5] *Environmental testing & monitoring* *Tug boat(s)* Professional Fees @ 10% Cost to Other party for Demolition *Demolition (inc. landfill fees*[5]*)* *Scrap Recovery Value* **Total Estimated Cost**	100K-150K 10K 90K-140K **200K-300K**	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)

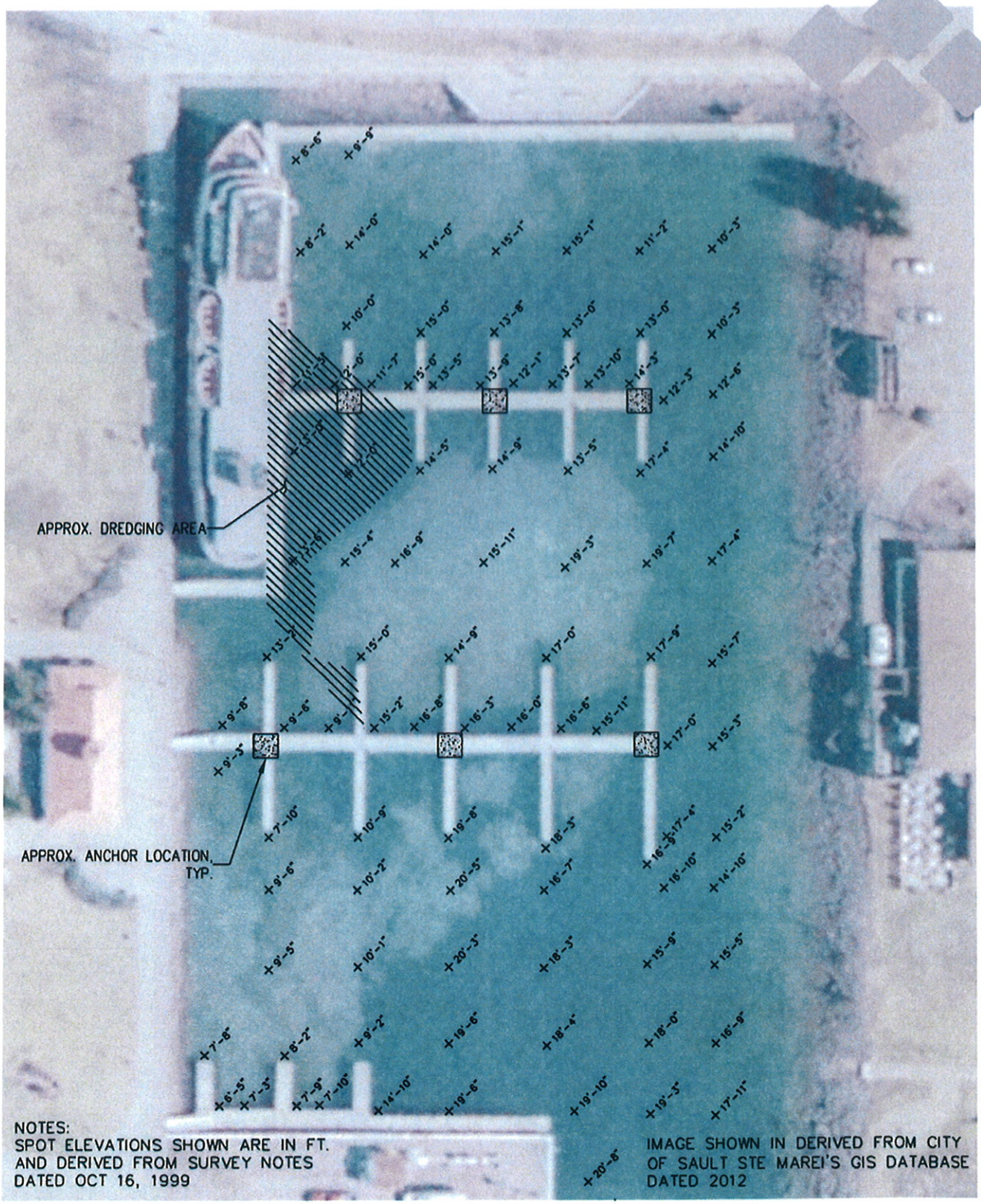
1) Approval is required from Conservation Authority and other Ministries

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.



STEM ENGINEERING GROUP

PROJECT:
NORGOMA EXIT PLAN

DRAWING:
ROBERTA BONDAR MARINA

SCALE:	NTS
PLOT SCALE:	NTS
PROJECT:	13130
DATE:	2013-12-18
CAD FILE:	13130 Marina Layout.dwg
DRAWN:	NpL
CHECKED:	

C1.0

COUNCIL REPORT

February 18, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Donald B. McConnell, MCIP, RPP, Planning Director

DEPARTMENT: Engineering and Planning Department

RE: Application No. A-22-13-Z – Rita Marie Sopha – 23 Ferris Avenue

---

PURPOSE

The applicant, Rita Marie Sopha, is requesting a rezoning to permit an additional dwelling unit on the subject property. The additional dwelling unit is proposed to be located within the existing detached garage in the rear yard of the subject property.

City Council originally dealt with this matter on October 21, 2013. The application was postponed at that time to allow for a review of the required changes necessary to meet Ontario Building Code requirements. The applicant has retained the services of a designer who has completed a preliminary review and feels that OBC compliance is achievable. The applicant has indicated she wishes to proceed with the application.

Given the amount of time that had elapsed since the initial public notice, new notices were mailed to property owners within 120 m (400 feet) of the subject property.

PROPOSED CHANGE

The applicant is requesting a rezoning from "R2" (Single Detached Residential) zone to "R2.S" (Single Detached Residential zone with a Special Exception) to permit a second dwelling unit on the subject property, to be located within the existing garage.

Subject Property:

- Location – This property is located on the west side of Ferris Avenue, approximately 50.3 m (165 feet) south of MacDonald Avenue. Civic address 23 Ferris Avenue.
- Size – Approximately 10.1m width by 30.5m depth (33 feet x 100 feet)

- Present Use – Single Detached Dwelling with an additional dwelling located in the existing garage in the rear yard
- Owner – Rita Marie Sopha

BACKGROUND

The existing house on this property was constructed in 1899. In 2011, the City issued a building permit for a 6.1m x 6.1m (20 feet x 20 feet) garage to be constructed in the rear yard. Following a final building inspection, it appears that the garage has been used as a self-contained dwelling unit.

The applicant has applied for a rezoning to legalize the use. Should the rezoning be approved, the applicant will be required to meet all Ontario Building Code requirements.

ANALYSIS

Conformity with the Official Plan

This property is designated Residential in the Official Plan. The Official Plan includes the following policies which support residential intensification within existing neighbourhoods:

R.4 Small scale intensification may be permitted in all residential areas unless adequate supporting infrastructure is not available or significant physical constraints exist.

R.5 Small-scale residential intensification may include, but not be limited to, rooming, boarding and lodging houses, apartments and houses, infill development and redevelopment.

This application would be considered as infill development which is generally defined as the creation of an additional dwelling unit within an existing residential area. Therefore, approval of the application conforms to the Official Plan.

Comments

Planning staff have supported infill development where appropriate in the past. Many areas of the community are already zoned to allow for the creation of a second unit within an existing building.

The construction of a second residential building on a single lot has been discouraged as this may create a change to the character of the neighbourhood; create a loss of rear yard privacy for the abutting neighbours and eventually lead to a request to sever the property so that both buildings may be sold as separate parcels. In this instance, significant variances would be required from the requirements of the Zoning By-law should the lot be severed. The application has been evaluated on the basis that the lot will not be severed.

Section 39.1 of the Planning Act allows City Council to pass a by-law authorizing the temporary use of a "garden suite" for up to 20 years and enter into an agreement with the owner for such matters as City Council considers necessary or advisable. A garden suite is defined as "a one unit detached residential structure containing bathroom and kitchen facilities that is ancillary to an existing residential structure and that is designed to be portable." To date, City staff has received no requests for approvals of this type, likely due to the cost of constructing a dwelling which is intended to be temporary.

Although the Ferris Avenue building fulfills the function of a garden suite, it is clearly not portable and therefore approval under Section 39.1 is not appropriate.

This area is characterized by older homes on smaller lots. Although the majority of residences on Ferris Avenue are single detached, several have been converted to apartments. Approval of this application will not result in any changes to the exterior of either the existing house or garage. Therefore, the character of the area resulting from the conversion of the existing building to a second residence will not change significantly.

There is one window located on the north side of the structure. This window is located approximately 1.0m (3 feet) from the adjacent yard but the view is partially obscured by the neighbour's cedar hedge. Additional windows may be required to meet OBC requirements.

A key issue with this application is parking. As of the writing of the report, staff had been contacted by three neighbours, all of whom expressed concern about traffic and parking issues (see attached emails).

Since the application was filed, the applicants have erected a plastic covered storage structure in the rear yard. This has eliminated the possibility of rear yard parking and removed any outdoor amenity space.

At present, the residents park in two driveways, on either side of the house. The driveway to the south is quite narrow and staff has been advised that there has been damage to the neighbour's house in the past. To prevent this from reoccurring, the applicant has constructed a fence between the homes. The northerly driveway can accommodate three or four vehicles using a stacked parking arrangement.

The City's requirement for two units is three parking spaces. Past practice where a second unit has been created on a property is to reduce this requirement to two spaces and allow for stacked parking. Many homes have three or four vehicles and the homeowners must move vehicles around as required. The present situation requires that three vehicles be parked on the subject property and this is unlikely to change.

Currently the entire front yard is being snow ploughed and used as parking. This is not consistent with the residential character of the street. Staff is recommending that only the northerly driveway be used, and the remainder of the front yard be landscaped as a condition of approval. This would help to resolve the concerns from the abutting neighbour to the south and create a small landscaped front yard similar to others on the street.

The building was constructed to meet the Zoning By-law set back requirements for a garage in a residential area. The Zoning By-law requires a minimum 0.6 m building (2 feet) setback from the side and rear lot lines for a garage. The structure is approximately 1 m (3 feet) from the neighbour to the north, 3 m (10 feet) from the neighbour to the south, and 1. 5 m (5 feet) from the rear lot line. These setbacks do not meet the requirements for a residence.

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

- See attached letters – Building Division
- No objections/comments – Municipal Heritage Committee, PWT, PUC Services, Conservation Authority, Fire Services, EDC, Engineering Dept.

The Building Division notes that the garage was converted to a dwelling unit after the final inspection had been completed. If approved, compliance with the Ontario Building Code will need to be demonstrated.

IMPACT
There are no significant impacts on municipal services resulting from the approval of this application.

STRATEGIC PLAN
Approval of this application is not related to any activity defined in the City's Corporate Strategic Plan.

SUMMARY
This application is a request for a rezoning to permit an additional dwelling unit to be located within the existing detached garage on the subject property.
From a land-use perspective, this application is similar to creating a second unit within the existing home. Approval will require several variances as the garage does not meet the setback requirements for a residence.

Parking has been identified as a concern by several neighbours and approval is recommended subject to the removal of the recently constructed storage structure and that only the driveway on the north side of the residence be used.

RECOMMENDATION

That City Council accepts this report and approves 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 second dwelling unit on the subject property subject to the following special provisions:

1. That the required parking for the property be reduced from 3 to 2 spaces.

2. That the required parking spaces may be provided in a stacked arrangement.

3. That only the northerly driveway be used.

4. That the front yard be landscaped including at least one tree.

5. That the existing storage structure located in the rear yard be removed and that no further buildings be constructed.

6. That the required side yard and rear yard building setbacks for the second unit in the garage be reduced as follows:

   Side yard setback be reduced from 1.2 m (4 feet) to 0.9 m (3 feet).

   Rear yard setback be reduced from 10 m (33 feet) to 1.5 m (5 feet).

7. That the required lot coverage be increased from a maximum of 40% to 43%.

Recommended for approval,

Donald B. McConnell, MCIP, RPP
Planning Director

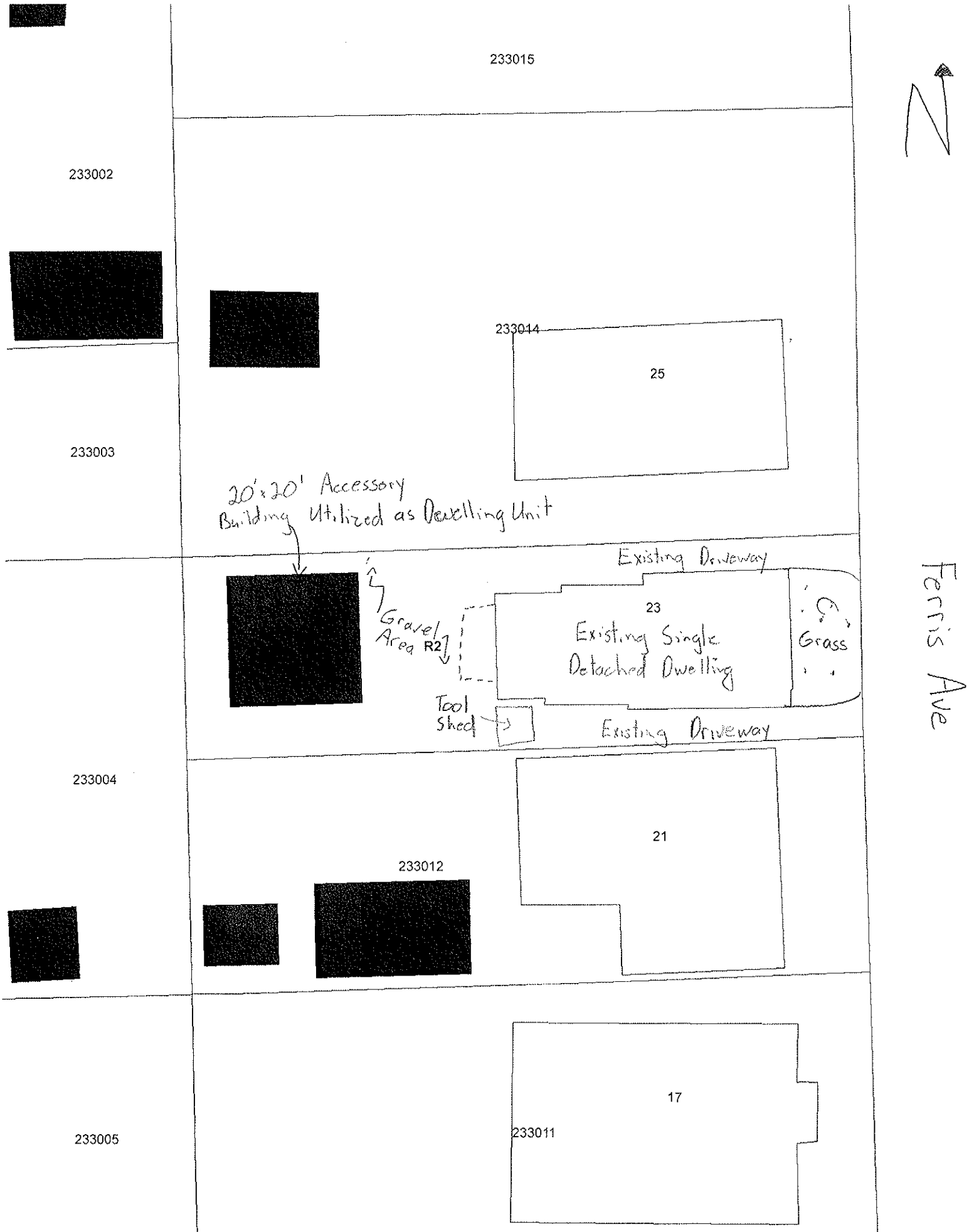
Recommended for approval,

Jerry Dolcetti, RPP
Commissioner Engineering & Planning

Pat Schinners
Administrative Clerk

Attachment(s)

G:\PLANDIV\Data\APPL\REPORT\22-13-Z-Feb 18, 2014.docx


233015
233002
233014
25
233003
20'x20' Accessory Building Utilized as Dwelling Unit
Existing Driveway
Gravel Area R2
23
Existing Single Detached Dwelling
Grass
Tool Shed
Existing Driveway
233004
21
233012
233005
17
233011
Ferris Ave



Peter Tonazzo

From: Darryl Egglesfield <[redacted]>
Sent: Friday, January 31, 2014 6:13 AM
To: Terry Sheehan; Susan Myers; Peter Tonazzo
Subject: 23 Ferris application no.:A-22-13-Z

Our concern is the parking.
The occupancy of this house consists of 5-6 adults.Having minimum of 4 vehicles.They don't have space on their own property now,they use other neighbours property for parking.Having another residential building will add more problems with the parking by-laws,The residents blow their snow onTo the road or other residential properties clearing their yard of any snow,so they can use the front lawn for parking.(see police report)Once the winter parking by- law is lifted, the street is congested with vehicles,boats,open & enclosed trailers .They sit on the street until they need them.
I understand the approval (last year or so) 22 ferris ave to be rezoned to "R2.S" that property has adequate space for parking long with another building to be erected.

I hope you will NOT approve the request(A-22-13-Z) 23 Ferris ave to be rezoned to "R2.S"
With the problems that exist now,I can't imagine what will happen with future property owners????

Home owners : Darryl Egglesfield & Marco Vivier
31 Ferris Ave
Sault Ste. Marie Ontario
P6B2-2R5

Sent from my iPad

Peter Tonazzo

From: Lynden Pond <[redacted]>
Sent: Thursday, January 30, 2014 11:34 AM
To: Peter Tonazzo
Subject: Application # A-22-13-Z

Dear Mr. Tonazzo,

I am a property owner a short distance from 23 Ferris Ave. (100 Fauquier Ave.)
I object to the proposed rezoning from R2, to R2.S. at this address.
I think that allowing for living quarters in a garage sets a bad precident and has negative implications to the surrounding property values.

It is one thing to build a workshop in a garage but quite another matter to turn a garage into a living unit which could be rented out by a future homeowner.

The other concern I have is the higher density on what is a very small lot.Would the proposed property meet current codes re. sewer, electric, and property line clearances?

Thank you for taking my views into consideration. Lynden Pond.

Don McConnell

From: Don Maki
Sent: Thursday, September 19, 2013 2:15 PM
To: Don McConnell; Pat Schinners
Cc: Glen Irwin
Subject: Rezoning application A-22-13-Z 23 Ferris

Hi Don
The dwelling unit has been constructed in a newly constructed garage in the rear. A permit was issued for a garage in October of 2011. It would appear the owners have converted the garage to a dwelling unit after we had done our final inspection. Please be advised that a permit would be required to convert this detached garage to a dwelling unit. Compliance the building code will have to be demonstrated upon application and upon inspection.
Don

Don McConnell

From: Peter Tonazzo
Sent: Monday, October 07, 2013 2:16 PM
To: 'Teena Bateman'
Cc: Don McConnell
Subject: RE: application # A-22-13-Z

Hi Teena,

Thank you for your email. I have forwarded it to Don McConnell who will be handling this particular application.

Your correspondence will be attached to the Council report package, and you will be notified of the decision.

Please don't hesitate to contact me, or Don McConnell if you wish to discuss this matter further.

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

From: Teena Bateman [mailto:23meeteebee@gmail.com]
Sent: Monday, October 07, 2013 2:08 PM
To: Peter Tonazzo
Subject: application # A-22-13-Z

Dear Sir;

I would like to go on record that I oppose the rezoning application for 23 Ferris Ave. #A-22-13-Z.
Traffic in the area has increased to the point were this is no longer a quiet street, people new to the area are not respecting one way streets (S.Gladsone & Farquire) as well as stop signs and the speed limit. More people living here will just aggravate the situation. The parking on the street has gotten to the point that I cannot most times park in front of my own home if I so choose. With an elderly mother who has difficulty walking it has become very stressful when she must walk quite a distance to get to my front door because someone from down the street has parked in front of my house, again. Collegiate Heights is just around the corner and I get traffic and parking issues from visitors there too.
Please acknowledge that you have received this e-mail. Also I'm requesting to be notified of the decision made regarding this matter. Thank you.

Sincerely
Teena Bateman
6 Ferris Ave.

COUNCIL REPORT

February 18, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Donald B. McConnell, MCIP, RPP, Planning Director

DEPARTMENT: Engineering and Planning Department

RE: Supplemental Report - Application No. A-22-13-Z
Rita Marie Sopha – 23 Ferris Avenue

PURPOSE

The purpose of this report is to advise City Council of recent changes to the Planning Act which affect the neighbours' ability to appeal a decision by City Council on this application.

BACKGROUND

City Council is presently dealing with a request from the applicant to permit an additional dwelling unit to be located within the existing detached garage on the property.

ANALYSIS

In 2012, the Provincial government amended Section 34 (19.1) of the Planning Act concerning the right to appeal decisions regarding the creation of a second unit on an existing property to the Ontario Municipal Board.

As a result, should City Council choose to approve this application, or any other application whereby a second unit is created on a property, the neighbours have no right to appeal the decision to the Ontario Municipal Board. Should City Council deny the application, the applicant retains the right to appeal this decision to the Ontario Municipal Board.

IMPACT

There are no significant impacts associated with this report.

STRATEGIC PLAN

This issue is not related to any activity defined in the City's Corporate Strategic Plan.

SUMMARY

Recent changes to the Planning Act have eliminated the right of neighbours or other parties to appeal an approval by City Council to create a second unit on an existing property. However if Council denies an application to create a second unit, the applicant retains the right to appeal.

RECOMMENDATION

That City Council accepts this report as information.

Recommended for approval,

Donald B. McConnell, MCIP, RPP
Planning Director

Pat Schinners
Administrative Clerk

Attachment(s)

Recommended for approval,

Jerry Dolcetti, RPP
Commissioner Engineering & Planning

Recommended for approval

Joseph M. Fratesi
Chief Administrative Officer

Peter Tonazzo

From: Gord Shaughnessy <[redacted]
Sent: Wednesday, January 15, 2014 11:31 AM
To: Peter Tonazzo
Cc: Susan Myers
Subject: Application A-22-13-z

Dear Peter,
This is my response to Application No. A-22-13-Z, Re: Rita Marie Sopha, additional dwelling on the subject property.
While my home is somewhat removed from the disputed property, as I am on 31 Borron corner of Borron and Ferris, at the same time I am aware of the problem.
It is always difficult to get involved in these things when one knows both parties as being good neighbours. Yet I felt a social obligation to state my feelings in this matter.

I believe the next door neighbour [Debbi] really has a legitimate beef, as the two lots in question are very narrow. I know that her house has been scraped by the applicants vehicle as the additional drive being used, is very narrow between the houses.
I will not speak on any other problems that this situation causes, and will leave such to those directly involved.
However bad precedent is always a real concern. I believe that most lots on Ferris Ave are only 39 feet wide. Hardly enough for one house let alone two.
That end of Ferris is always quite a cluster of cars and trucks now because of what I believe was past bylaw changes allowing apartments etc.

Saying no more, and hoping for a satisfactory resolve- sincerely, Gordon Shaughnessy, Borron Ave.

Don McConnell

Subject: FW: 23 Ferris Ave - App # A-22--13-Z

From: Dana Boyle [redacted]
Sent: Tuesday, January 21, 2014 10:01 PM
To: Peter Tonazzo
Subject: 23 Ferris Ave - App # A-22--13-Z

Good Morning Peter,

Regarding Application No: A-22-13-Z

I'm quite concerned about the parking issue at 23 Ferris Ave in the winter months when vehicles cannot be on the road at night. If the current garage is being transformed into a dwelling, will there be adequate parking? Currently the residents of 23 Ferris have a snowblower and clear the snow from the driveway and front lawn onto the road, blow the snow to the opposite side of the road and park there and in a vacant driveway across the street.

If they are already having parking space difficulties, will this increase? Where will they put their snow? After the plow goes by in the winter, will I have my regular amount of snow, their front lawn and driveway snow AND their BACKYARD SNOW TOO??

Thank you for hearing my concern.

Sincerely,

Dana Boyle

Peter Tonazzo



From: Mitch Larouche <mitch_larouche@yahoo.ca>
Sent: Monday, February 03, 2014 1:28 PM
To: Don McConnell; Malcolm White; Peter Tonazzo
Subject: 23 Ferris Ave - Application No.: A - 22 - 13 - Z

I'd emailing you regarding the application for Rita Sopha at 23 Ferris Ave.

I'm ok and support this application regarding the proposed change she is attempting to have done.

Why can't she use her south side driveway? Was there a ruling documented that indicated that she isn't supposed to use her driveway because the neighbor is having problems with their foundation? I'm curious.

Thank you

Mitch Larouche
22 Ferris Ave

Peter Tonazzo

From: Shaun P <shaunpol@live.ca>
Sent: Monday, February 03, 2014 6:32 AM
To: Peter Tonazzo
Subject: 23 Ferris Ave - Application No. A-22-13-Z

Importance: High

RECEIVED
FEB 10 2014
Planning Division

Hi Mr. Tonazzo,

I am sending this email in regards to the application above with my concerns:

1. Lack of parking for the vehicles the property owners have, there are 5 vehicles, 2 boats, utility trailer, and snow mobile trailer.
2. Consistent fact the leave the trailers and vehicles for days to weeks upon end parked on the street in front of other People's houses. (they had left a truck and boat in front of my house for over a week without moving it at all
3. Snow removal - currently they are snow blowing their whole front yard into neighbors property and sometimes parking vehicles on what is the front lawn.

All this couple with the fact 22 Ferris got approval for a triplex is going to pose a serious parking issue on the street even worse.

Thanks for your attention on this matter

Shaun Poliszczak - 16 Ferris Ave

CAIRNS ENGINEERING INC

145 INDUSTRIAL COURT "B", SAULT STE. MARIE, ONTARIO P6B 5Z9
PHONE 705-254-7640 FAX 705-254-2555
G.S.T. #102668464
EMAIL: cairnseng@vianet.ca

February 3, 2014

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

ATT'N: Don McConnell, MCIP, RPP

RE: 23 Ferris Ave. – Garage Conversion

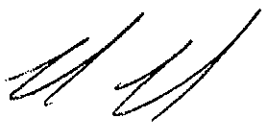
Dear Sir,

Our firm was retained to prepare plans for converting an existing garage to a residential dwelling at the above captioned address.

It is our opinion that the project is feasible with only minor changes required for the conversion to meet the requirements of the Ontario Building Code. We will be submitting a complete set of architectural plans for the conversion which will include a foundation plan for certification of the concrete slab.

We trust this meets with your approval. If you have any questions or concerns please contact the undersigned.

Regards,



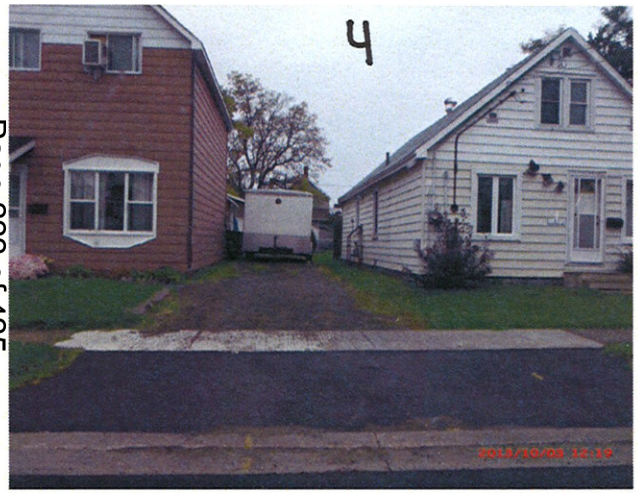
Josh Lelievre, B.Eng.

c.c. Rita Sopha


1

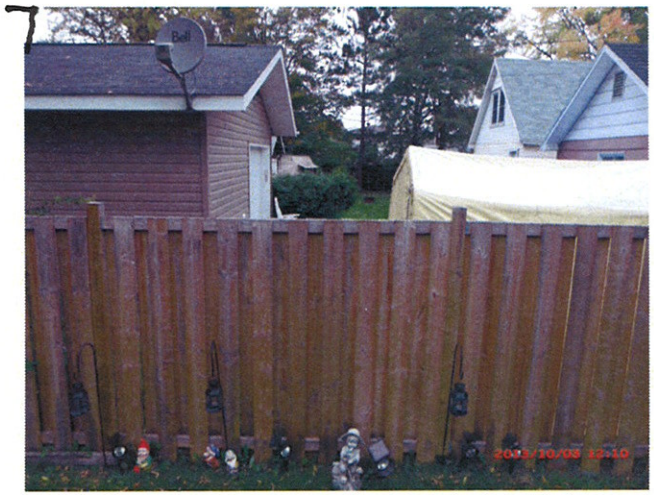

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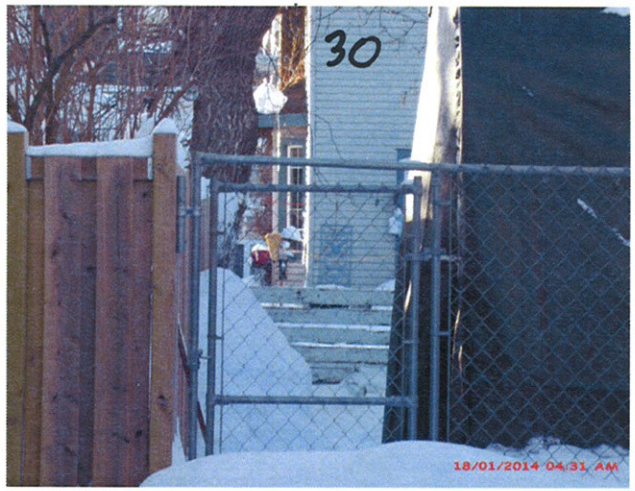

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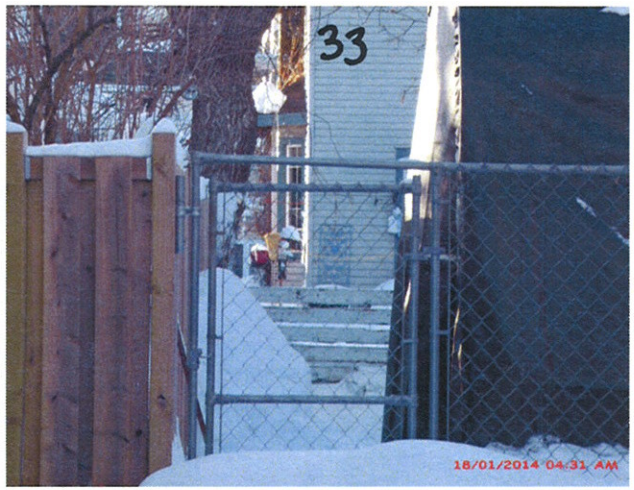

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18/01/2014 04:31 AM


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31/10/2013 09:49


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07/01/2014 04:46 AM


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18/01/2014 04:32 AM


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24/01/2014 10:50 PM


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41
18/01/2014 04:32 AM



2012 ORTHO PHOTO

23 FERRIS AVENUE

Planning Application A-22-13-Z

N

METRIC SCALE
1 : 1800

MAP REFERENCE
18 & 1-16

MAIL LABEL ID
A-22-13-Z

ROLL NUMBER
020-033-013-00

Legend

Subject Property = 23 Ferris Avenue



2012 ORTHO PHOTO

23 FERRIS AVENUE

Planning Application A-22-13-Z

METRIC SCALE
1 : 300

Subject Property = 23 Ferris Avenue

MAP REFERENCE	MAIL LABEL ID	ROLL NUMBER
18 & 1-16	A-22-13-Z	020-033-013-00



SUBJECT PROPERTY MAP

23 FERRIS AVENUE

Planning Application A-22-13-Z

METRIC SCALE
1 : 1800

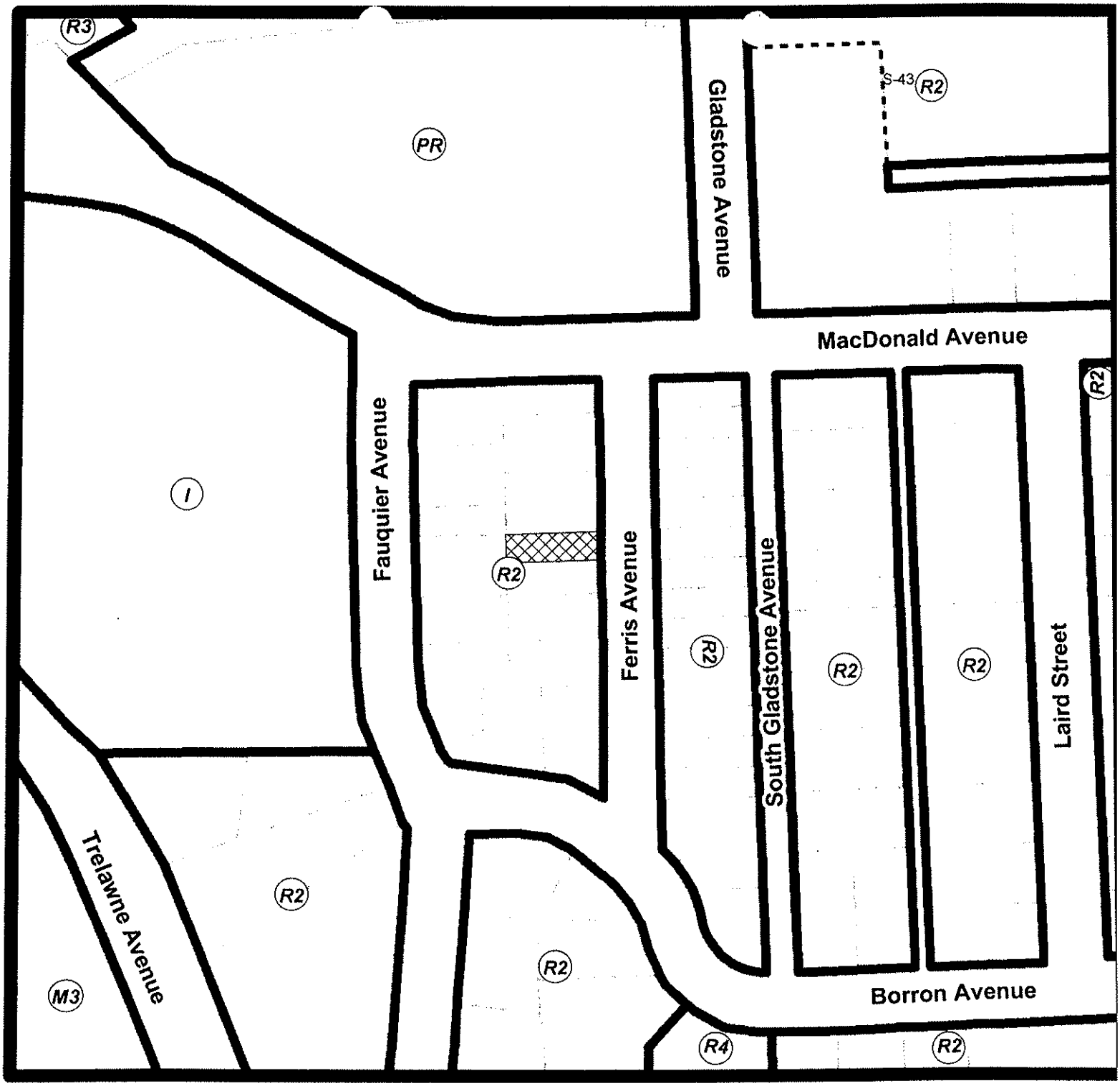
MAP REFERENCE
18 & 1-16

MAIL LABEL ID
A-22-13-Z

ROLL NUMBER
020-033-013-00

Legend

Subject Property = 23 Ferris Avenue



EXISTING ZONING MAP

23 FERRIS AVENUE

Planning Application A-22-13-Z

N

METRIC SCALE
1 : 1800

MAP REFERENCE
18 & 1-16

MAIL LABEL ID
A-22-13-Z

ROLL NUMBER
020-033-013-0(

Subject Property = 23 Ferris Avenue

R2 - Single Detached Residential Zone; R2hp

R4 - Medium Density Residential Zone

I - Institutional Zone

M3 - Heavy Industrial Zone

PR - Parks and Recreation Zone

S-# = Special Exception Zoning

COUNCIL REPORT

February 18, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Steve Turco, MCIP, RPP, Planner

DEPARTMENT: Engineering and Planning Department

RE: Application No. A-3-14-Z – Chris Cooper – 88 White Oak Drive

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PURPOSE
The applicant is seeking Council's approval to use the existing industrial building for an educational and fitness centre (Ignite Gym and Catalyst Fitness).

PROPOSED CHANGE
To rezone the subject property from "M2" (Medium Industrial Zone) to "M2.S" (Medium Industrial Zone with a Special Exception) to permit a fitness facility for the purpose of an educational and fitness centre.

Subject Property:

- Location – Located on the north side of White Oak Drive, approximately 120 meters west of Sackville Road. Civic Address: 88 White Oak Drive.
- Size – The subject property has approximately 31 m (101.7') of frontage along White Oak Drive, with an approximate area of 0.22ha (0.55 acres)
- Present Use – Plumbing Contractors
- Owner – Systems Supply Northern Limited

BACKGROUND
The subject property is located within the White Oak Drive industrial area. This area is characterized mainly by light industrial type uses, such as building suppliers, contractors, and technical offices. The property in question is currently occupied by a plumbing contractor and is for sale.

The proposed use is a combined educational and fitness centre. The educational component is geared toward using physical activity as a method to increase skills and abilities for those that have physical or mental challenges.

The fitness component will be the relocation of Catalyst Gym, a local cross training facility which is currently located on Industrial Court B.

ANALYSIS

Conformity with the Official Plan

The subject property is designated Industrial on Schedule 'C' of the City of Sault Ste. Marie Official Plan. Although not an industrial use, the Industrial policies of the Official Plan indicate that properties with frontage on "White Oak Drive East between North Street and Sackville Road" may be zoned to permit a combination of select commercial and industrial uses. Permitted commercial uses include, among other uses, recreational centres. Given the Industrial policies, the proposed use conforms with the City's Official Plan.

Comments

The applicant is requesting to rezone the subject property from Medium Industrial (M2) zone, to Medium Industrial zone with a Special Exception to permit a fitness facility for the purpose of an educational and fitness centre. The recommended zoning will allow the proposed use to operate while allowing the building to be re-used for industrial purposes should that need be required in the future.

The area of White Oak Drive East from North Street to Sackville Road can be characterized as light to medium industrial. From a land use perspective, it is important to determine whether the proposed use will impact the ability to locate or expand another industrial use within the area. In this case, a fitness facility will not negatively impact, either existing or future industrial uses. Industrial areas provide a concentration of employees in a specific area, and a fitness facility can complement the surrounding uses by offering employees a nearby facility that can be easily accessed before or after work.

There are also similar uses within the White Oak Drive industrial area. Specifically, 40 White Oak Drive East has historically been used as a fitness centre and is currently being used as martial arts training facility. As well, 96 White Oak Drive East currently accommodates a day care facility.

Consultation

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

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

The Building Division has commented that the proposed fitness centre would be considered a change of use, which will require a permit under the Ontario Building Code, and that building upgrades may be required to facilitate the new use.

No other comments or objections from other City departments, agencies or the public were raised.

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
The applicant is seeking to rezone the subject property, by way of a Special Exception to the M2 (Medium Industrial) zone, to permit a fitness facility for the purpose of an educational and fitness centre. The proposed use is consistent with the Industrial policies outlined in the Official Plan, and is similar in nature to a number of uses found within the White Oak Drive East industrial area.

Although staff is supportive of the proposed use, Planning staff is recommending postponement of this application, as the proponent is not able to attend the scheduled Council meeting. The applicant has requested a deferral to the March 3, 2014 Council date.

RECOMMENDATION
That City Council postpone this application to the March 3, 2014 Council date.

Respectfully submitted,

Steve Turco, MCIP, RPP
Planner

Recommended for approval,

Donald B. McConnell, MCIP, RPP
Planning Director

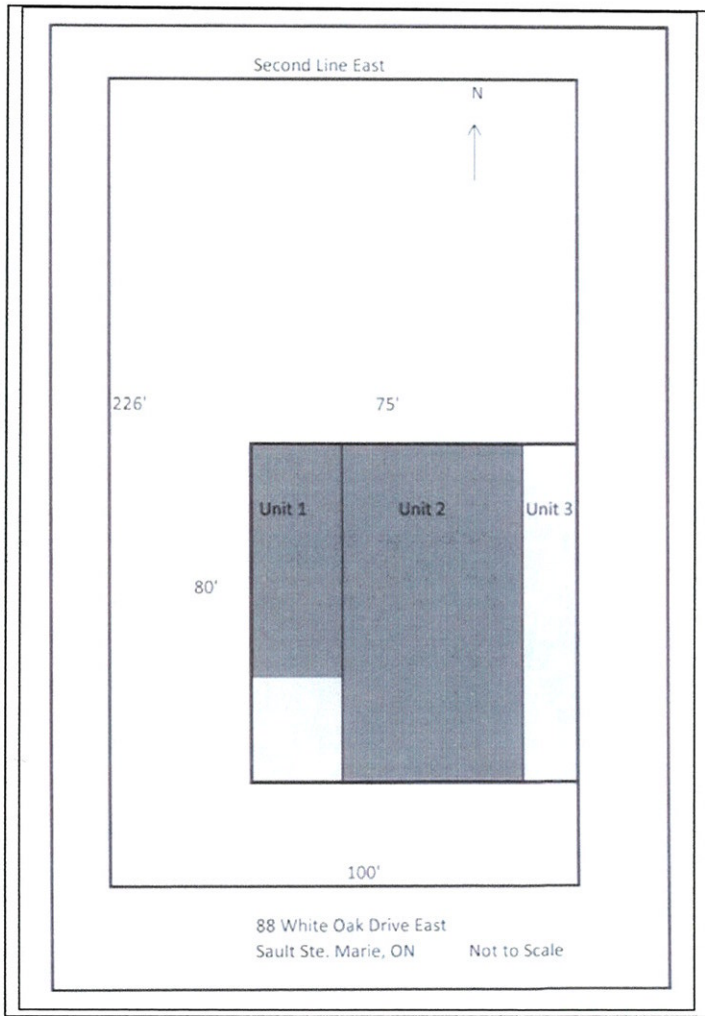
Recommended for approval

Joseph M. Fratesi
Chief Administrative Officer

Recommended for approval,

Jerry Dolcetti, RPP
Commissioner Engineering & Planning

1.5 SITE PLAN



Sketch



GoogleEarth

1.6 PHOTOGRAPHS – December 30, 2013



Front View



Rear View



West Side View



Street View

Pat Schinners

From: Don Maki
Sent: Wednesday, January 22, 2014 2:26 PM
To: Don McConnell; Pat Schinners
Subject: Rezoning Application A-3-14-Z 88 White Oak Drive

Hi Don
The previous use of the building was an industrial supply company. We have no record of a plumbing supply company in this building or undertaking any work authorized by a permit. The new use proposed would be a fitness center. This would be considered a change of use requiring a permit under the Ontario Building Code. There may building upgrades required to meet the requirements of the Ontario Building Code.
Don



2012 ORTHO PHOTO

88 WHITE OAK DRIVE EAST

Planning Application A-3-14-Z

METRIC SCALE
1 : 2000

MAP REFERENCE
59 & 1-74

MAIL LABEL ID
A-3-14-Z

ROLL NUMBER
030-056-006-00

Legend

Subject Property = 88 White Oak Drive E



SUBJECT PROPERTY MAP

88 WHITE OAK DRIVE EAST

Planning Application A-3-14-Z

METRIC SCALE
1 : 2000

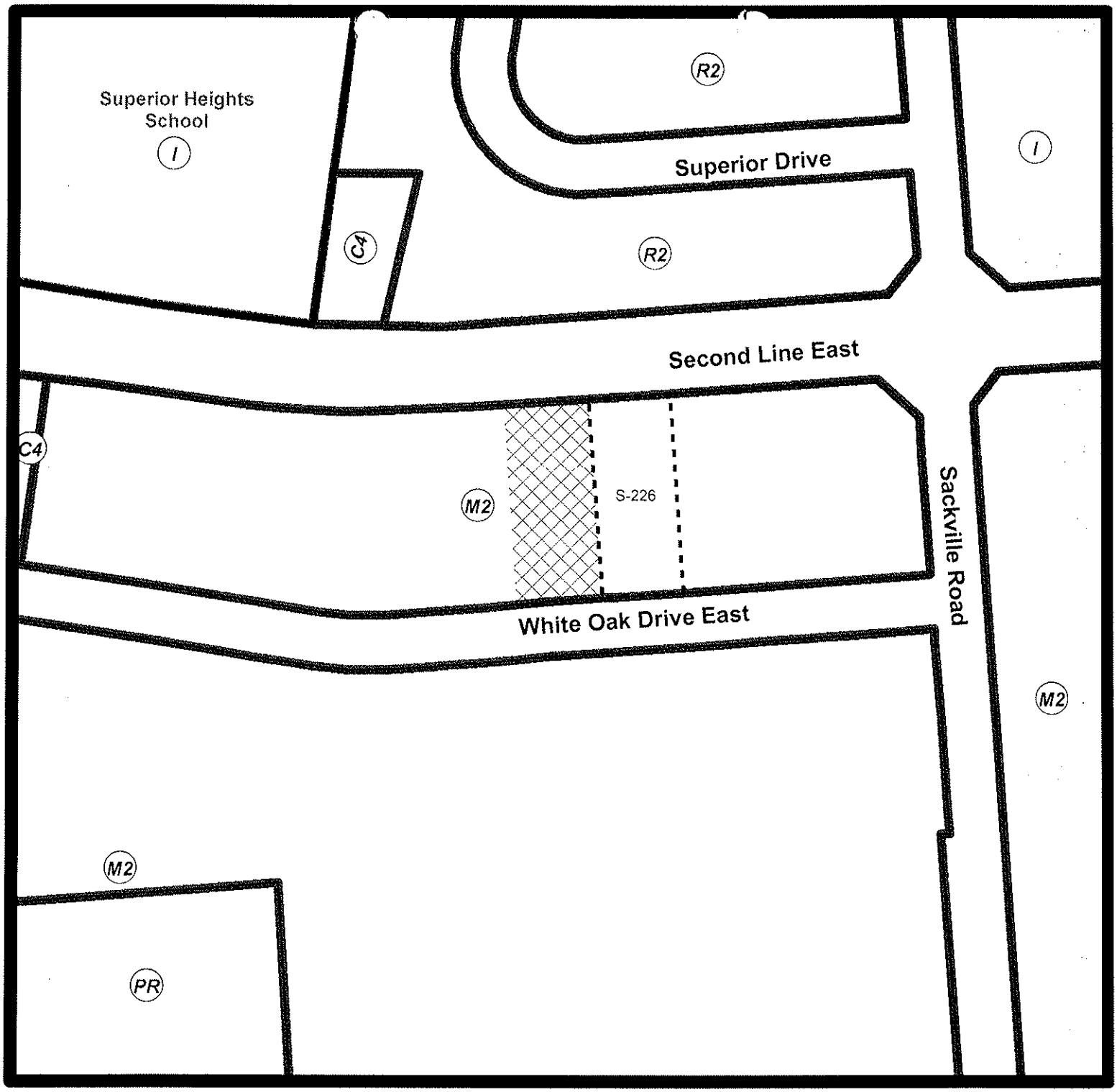
MAP REFERENCE
59 & 1-74

MAIL LABEL ID
A-3-14-Z

ROLL NUMBER
030-056-006-00

Legend

Subject Property = 88 White Oak Drive E



EXISTING ZONING MAP

88 WHITE OAK DRIVE EAST

Planning Application A-3-14-Z

METRIC SCALE
1 : 2000

MAP REFERENCE
59 & 1-74

MAIL LABEL ID
A-3-14-Z

ROLL NUMBER
030-056-006-00

Subject Property = 88 White Oak Drive East

R2 - Single Detached Residential Zone; R2hp

C4 - General Commercial Zone

M2 - Medium Industrial Zone; M2hp

I - Institutional Zone

PR - Parks and Recreation Zone

S-425 Special Exception Zoning

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-34

AGREEMENT: (E2.2) A by-law to authorize execution of a contract between the City and Graham Newman Construction Inc. for the East End Water Pollution Control Plant UV Disinfection Effluent Weir Replacement (Contract 2014-6E).

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 Acting Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a contract in the form of Schedule "A" attached hereto, dated February 18, 2014 and made between the City and Graham Newman Construction Inc. for the East End Water Pollution Control Plant UV Disinfection Effluent Weir Replacement (Contract 2014-6E).

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 18th day of February, 2014.

ACTING MAYOR – TERRY SHEEHAN

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2014\2014-34 EAST END SEWAGE TREATMENT PLANT UV DISINFECTION EFFLUENT WEIR REPLACEMENT.DOC

CCDC 2

CCDC 2

stipulated price contract

2008

East End Water Pollution Control Plant UV Disinfection Weir Replacement

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

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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A-3 Contract Documents
A-4 Contract Price
A-5 Payment
A-6 Receipt of and Addresses for Notices in Writing
A-7 Language of the Contract
A-8 Succession

DEFINITIONS
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2. Change Order
3. Construction Equipment
4. Consultant
5. Contract
6. Contract Documents
7. Contract Price
8. Contract Time
9. Contractor
10. Drawings
11. Notice in Writing
12. Owner
13. Place of the Work
14. Product
15. Project
16. Provide
17. Shop Drawings
18. Specifications
19. Subcontractor
20. Substantial Performance of the Work
21. Supplemental Instruction
22. Supplier
23. Temporary Work
24. Value Added Taxes
25. Work
26. Working Day

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

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GC 2.3 Review and Inspection of the Work
GC 2.4 Defective Work

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GC 4.2 Contingency Allowance

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GC 5.2 Applications for Progress Payment
GC 5.3 Progress Payment
GC 5.4 Substantial Performance of the Work
GC 5.5 Payment of Holdback upon Substantial Performance of the Work
GC 5.6 Progressive Release of Holdback
GC 5.7 Final Payment
GC 5.8 Withholding of Payment
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GC 6.2 Change Order
GC 6.3 Change Directive
GC 6.4 Concealed or Unknown Conditions
GC 6.5 Delays
GC 6.6 Claims for a Change in Contract Price

PART 7 DEFAULT NOTICE
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GC 8.1 Authority of the Consultant
GC 8.2 Negotiation, Mediation and Arbitration
GC 8.3 Retention of Rights

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GC 9.1 Protection of Work and Property
GC 9.2 Toxic and Hazardous Substances
GC 9.3 Artifacts and Fossils
GC 9.4 Construction Safety
GC 9.5 Mould

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GC 10.1 Taxes and Duties
GC 10.2 Laws, Notices, Permits, and Fees
GC 10.3 Patent Fees
GC 10.4 Workers' Compensation

PART 11 INSURANCE AND CONTRACT SECURITY
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GC 11.2 Contract Security

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GC 12.2 Waiver of Claims
GC 12.3 Warranty

The Canadian Construction Documents Committee (CCDC) is a national joint committee responsible for the development, production and review of standard Canadian construction contracts, forms and guides. Formed in 1974 the CCDC is made up of volunteer representatives from:

Public Sector Owners
Private Sector Owners
Canadian Bar Association (Ex-Officio)
* The Association of Canadian Engineering Companies
* The Canadian Construction Association
* Construction Specifications Canada
* The Royal Architectural Institute of Canada

*Committee policy and procedures are directed and approved by the four constituent national organizations.

CCDC 2 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. CCDC 2 can have important consequences. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 2.

CCDC Copyright 2008
Must not be copied in whole or in part without the written permission of the CCDC.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

This Agreement made on the 18th day of February in the year 2014 .

by and between the parties

The Corporation of the City of Sault Ste. Marie

hereinafter called the "*Owner*"

and

Graham Newman Construction Inc.

hereinafter called the *"Contractor"*

The *Owner* and the *Contractor* agree as follows:

ARTICLE A-1 THE WORK

The *Contractor* shall:

1.1 perform the *Work* required by the *Contract Documents* for

East End Water Pollution Control Plant UV Disinfection Weir Replacement

insert above the name of the Work

located at

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

insert above the Place of the Work

for which the Agreement has been signed by the parties, and for which

AECOM Canada Ltd.

insert above the name of the Consultant

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

1.2 do and fulfill everything indicated by the *Contract Documents*, and

1.3 commence the *Work* by the 19th day of February in the year 2014 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 28th day of March in the year 2014 .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.

2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement - THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- The General Conditions of the Stipulated Price Contract
- *

Section 00100 – Instructions To Bidders
Section 00200 – Definitions
Section 00300 – Stipulated Price Bid
Section 00300 – Appendix A - List of Bid Documents
Section 00300 – Appendix B - List of Subcontractors and Suppliers
Section 00300 – Appendix C - Alternative Prices
Section 00300 – Appendix D - Breakdown of Total Tender Price
Section 00800 – Supplementary Conditions

DIVISION 1 - GENERAL REQUIREMENTS
Section 01000 – General Requirements
Section 01061 – Environmental Considerations
Section 01630 – Equivalents and Alternatives

Dwg. No. S801 - Structural - UV Disinfection Building - Foundation Plans
Dwg. No. S803 - Structural - UV Disinfection Building - Sections

* *(Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)*

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

ARTICLE A-4 CONTRACT PRICE

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

Twenty Six Thousand, One Hundred Fifty----------00 /100 dollars $ 26,150.00

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

Three Thousand, Three Hundred Ninety-Nine----------50 /100 dollars $ 3,399.50

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

Twenty Nine Thousand, Five Hundred Forty Nine----------50 /100 dollars $ 29,549.50

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of Ten percent (10 %), the *Owner* shall:

.1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments, and

.2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and

.3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

.1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:

(1) 2% per annum above the prime rate for the first 60 days.

(2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

Royal Bank of Canada

(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

.2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

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ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below. The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day. A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof. An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Owner

The Corporation of the City of Sault Ste. Marie

*name of Owner**

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

address

705-541-7165 — *facsimile number*

c.taddo@cityssm.on.ca — *email address*

Contractor

Graham Newman Construction Inc.

*name of Contractor**

1205 Peoples Road, Sault Ste. Marie, Ontario P6C 3W7

address

705-946-1010 — *facsimile number*

heav63@hotmail.com — *email address*

Consultant

AECOM Canada Ltd.

*name of Consultant**

523 Wellington Street East, Sault Ste. Marie, Ontario P6A 2M4

address

705-942-3642 — *facsimile number*

darrell.maahs@aecom.com — *email address*

** If it is intended that the notice must be received by a specific individual, that individual's name shall be indicated.*

ARTICLE A-7 LANGUAGE OF THE CONTRACT

7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~ # language shall prevail.
Complete this statement by striking out inapplicable term.

7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

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ARTICLE A-8 SUCCESSION

8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

WITNESS

signature

name of person signing

signature

name of person signing

OWNER

The Corporation of the City of Sault Ste. Marie

name of owner

signature

name and title of person signing

signature

name and title of person signing

WITNESS

signature

name of person signing

signature

name of person signing

CONTRACTOR

Graham Newman Construction Inc.

name of Contractor

signature

name and title of person signing

signature

name and title of person signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:
(a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
(b) the affixing of a corporate seal, this Agreement should be properly sealed.

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DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

1. **Change Directive**
A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

2. **Change Order**
A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:
   - a change in the *Work*;
   - the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
   - the extent of the adjustment in the *Contract Time*, if any.

3. **Construction Equipment**
Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

4. **Consultant**
The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant*'s authorized representative.

5. **Contract**
The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

6. **Contract Documents**
The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.

7. **Contract Price**
The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.

8. **Contract Time**
The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.

9. **Contractor**
The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor*'s authorized representative as designated to the *Owner* in writing.

10. **Drawings**
The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

11. **Notice in Writing**
A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

12. **Owner**
The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner*'s authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.

13. **Place of the Work**
The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

14. **Product**
Product or Products means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

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15. **Project**
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.

16. **Provide**
Provide means to supply and install.

17. **Shop Drawings**
Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.

18. **Specifications**
The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

19. **Subcontractor**
A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.

20. **Substantial Performance of the Work**
Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.

21. **Supplemental Instruction**
A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.

22. **Supplier**
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.

23. **Temporary Work**
Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

24. **Value Added Taxes**
Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.

25. **Work**
The *Work* means the total construction and related services required by the *Contract Documents*.

26. **Working Day**
Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

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GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.

1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
.1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
.2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.

1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.

1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.

1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.

1.1.6 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.

1.1.7 If there is a conflict within the *Contract Documents*:
.1 the order of priority of documents, from highest to lowest, shall be
- the Agreement between the *Owner* and the *Contractor*,
- the Definitions,
- Supplementary Conditions,
- the General Conditions,
- Division 1 of the *Specifications*,
- technical *Specifications*,
- material and finishing schedules,
- the *Drawings*.

.2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
.3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
.4 later dated documents shall govern over earlier documents of the same type.

1.1.8 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.

1.1.9 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant*'s property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.

1.1.10 Models furnished by the *Contractor* at the *Owner*'s expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

GC 1.3 RIGHTS AND REMEDIES

1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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GC 1.4 ASSIGNMENT

1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.

2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.

2.1.3 If the *Consultant*'s employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

GC 2.2 ROLE OF THE CONSULTANT

2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.

2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.

2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant*'s responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.

2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor*'s applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.

2.2.5 Based on the *Consultant*'s observations and evaluation of the *Contractor*'s applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.

2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor*'s failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.

2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.

2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.

2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.

2.2.10 The *Consultant*'s interpretations and findings will be given in writing to the parties within a reasonable time.

2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

2.2.12 The *Consultant* will have authority to reject work which in the *Consultant*'s opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.

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2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.

2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor*'s submittals, in accordance with the *Contract Documents*.

2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.

2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant*'s knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.

2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner*'s acceptance.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.

2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant*'s instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.

2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.

2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor*'s expense.

2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.

2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is designated by the laws or ordinances applicable to the *Place of the Work*.

2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.

2.4.2 The *Contractor* shall make good promptly other contractors' work destroyed or damaged by such corrections at the *Contractor*'s expense.

2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

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PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.

3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.

3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Owner* shall:

.1 provide for the co-ordination of the activities and work of other contractors and *Owner*'s own forces with the *Work* of the *Contract*;

.2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;

.3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;

.4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 - INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and

.5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner*'s own forces.

3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Contractor* shall:

.1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;

.2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and

.3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner*'s own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.

3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner*'s own forces, the *Contractor* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner*'s own forces as specified in the *Contract Documents*.

3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner*'s own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

3.2.6 Disputes and other matters in question between the *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY WORK

3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.

3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

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3.3.3 Notwithstanding the provisions of GC 3.1 - CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC 3.4 DOCUMENT REVIEW

3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. Such review by the *Contractor* shall be to the best of the *Contractor*'s knowledge, information and belief and in making such review the *Contractor* does not assume any responsibility to the *Owner* or the *Consultant* for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the *Contract Documents,* which the *Contractor* did not discover. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.

GC 3.5 CONSTRUCTION SCHEDULE

3.5.1 The *Contractor* shall:

.1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;

.2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and

.3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions - CHANGES IN THE WORK.

GC 3.6 SUPERVISION

3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.

3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor*'s appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:

.1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;

.2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and

.3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.

3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.

3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.

3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.

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3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.

3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor*'s or *Supplier*'s work which has been certified for payment.

GC 3.8 LABOUR AND PRODUCTS

3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.

3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor*'s employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

GC 3.9 DOCUMENTS AT THE SITE

3.9.1 The *Contractor* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.

GC 3.10 SHOP DRAWINGS

3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.

3.10.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.

3.10.3 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.

3.10.4 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.

3.10.5 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.

3.10.6 The *Consultant*'s review is for conformity to the design concept and for general arrangement only.

3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.

3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:

.1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and

.2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.

3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.

3.10.10 The *Consultant*'s review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.

3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.

3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

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GC 3.11 USE OF THE WORK

3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.

3.11.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

GC 3.12 CUTTING AND REMEDIAL WORK

3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.

3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.

3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

GC 3.13 CLEANUP

3.13.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.

3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.

3.13.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of work or costs included in such cash allowances shall be as described in the *Contract Documents*.

4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor*'s overhead and profit in connection with such cash allowances.

4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.

4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor*'s overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.

4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.

4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.

4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

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GC 4.2 CONTINGENCY ALLOWANCE

4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.

4.2.2 The contingency allowance includes the *Contractor*'s overhead and profit in connection with such contingency allowance.

4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*.

5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner*'s financial arrangements to fulfill the *Owner*'s obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.

5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.

5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.

5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.

5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.

5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.

5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:

.1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor*'s application for payment,

.2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,

.3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:

- receipt by the *Consultant* of the application for payment, or
- the last day of the monthly payment period for which the application for payment is made.

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GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within one *Working Day*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.

5.4.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor*'s list and application:

.1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or

.2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.

5.4.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall:

.1 submit an application for payment of the holdback amount,

.2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.

5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.

5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.

5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

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5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.7 FINAL PAYMENT

5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.

5.7.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.

5.7.3 When the *Consultant* finds the *Contractor*'s application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.

5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

GC 5.8 WITHHOLDING OF PAYMENT

5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, there are items of work that cannot be performed, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such remaining work.

GC 5.9 NON-CONFORMING WORK

5.9.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
- .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.

6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.

6.2.2 When the *Owner* and *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the application for progress payment.

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GC 6.3 CHANGE DIRECTIVE

6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.

6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.

6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.

6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.

6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.

6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor*'s actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:

.1 If the change results in a net increase in the *Contractor*'s cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor*'s cost, plus the *Contractor*'s percentage fee on such net increase.

.2 If the change results in a net decrease in the *Contractor*'s cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor*'s cost, without adjustment for the *Contractor*'s percentage fee.

.3 The *Contractor*'s fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.

6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:

.1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel

(1) stationed at the *Contractor*'s field office, in whatever capacity employed;

(2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;

(3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or

(4) engaged in the processing of changes in the *Work*.

.2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;

.3 travel and subsistence expenses of the *Contractor*'s personnel described in paragraph 6.3.7.1;

.4 all *Products* including cost of transportation thereof;

.5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;

.6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;

.7 all equipment and services required for the *Contractor*'s field office;

.8 deposits lost;

.9 the amounts of all subcontracts;

.10 quality assurance such as independent inspection and testing services;

.11 charges levied by authorities having jurisdiction at the *Place of the Work*;

.12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor*'s obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;

.13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;

.14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;

.15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;

.16 removal and disposal of waste products and debris; and

.17 safety measures and requirements.

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6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s attention to the *Work* shall be borne by the *Contractor*.

6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof when requested.

6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor*'s pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.

6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.

6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.

6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:

.1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or

.2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,

then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.

6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor*'s cost or time to perform the *Work*, the *Consultant*, with the *Owner*'s approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.

6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Contractor* in writing.

6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 - ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

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6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:

.1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),

.2 fire, unusual delay by common carriers or unavoidable casualties,

.3 abnormally adverse weather conditions, or

.4 any cause beyond the *Contractor*'s control other than one resulting from a default or breach of *Contract* by the *Contractor*,

then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.

6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.

6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.

6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:

.1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and

.2 keep such records as may be necessary to support the claim.

6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based.

6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.

6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor*'s insolvency, or if a receiver is appointed because of the *Contractor*'s insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor*'s right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing* that the *Contractor* is in default of the *Contractor*'s contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

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7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner*'s instructions if the *Contractor*:
.1 commences the correction of the default within the specified time, and
.2 provides the *Owner* with an acceptable schedule for such correction, and
.3 corrects the default in accordance with the *Contract* terms and with such schedule.

7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
.1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
.2 terminate the *Contractor*'s right to continue with the *Work* in whole or in part or terminate the *Contract*.

7.1.5 If the *Owner* terminates the *Contractor*'s right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
.1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
.2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
.3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant*'s additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
.4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor*'s work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.

7.1.6 The *Contractor*'s obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner*'s insolvency, or if a receiver is appointed because of the *Owner*'s insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner Notice in Writing* to that effect.

7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner*'s contractual obligations if:
.1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*, or
.2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
.3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
.4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.

7.2.4 The *Contractor*'s *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.

7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

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PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.

8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.

8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant*'s opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator

.1 within 20 *Working Days* after the *Contract* was awarded, or

.2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.

8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.

8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.

8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.

8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.

8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.

8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

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8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be

.1 held in abeyance until

(1) *Substantial Performance of the Work*,

(2) the *Contract* has been terminated, or

(3) the *Contractor* has abandoned the *Work*,

whichever is earlier; and

.2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.

8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

9.1.1 The *Contractor* shall protect the *Work* and the *Owner*'s property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor*'s operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:

.1 errors in the *Contract Documents*;

.2 acts or omissions by the *Owner*, the *Consultant*, other contractors, their agents and employees.

9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.

9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor*'s expense.

9.1.4 Should damage occur to the *Work* or *Owner*'s property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner*'s property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.

9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,

.1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and

.2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.

9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

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9.2.5 If the *Contractor*

.1 encounters toxic or hazardous substances at the *Place of the Work*, or

.2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*,

which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall

.3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and

.4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.

9.2.6 If the *Owner* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.

9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:

.1 take all steps as required under paragraph 9.2.4;

.2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;

.3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and

.4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.

9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:

.1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;

.2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;

.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and

.4 indemnify the Owner as required by GC 12.1 - INDEMNIFICATION.

9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.

9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.

9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

9.4.1 Subject to paragraph 3.2.2.2 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*.

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GC 9.5 MOULD

9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,

.1 the observing party shall promptly report the circumstances to the other party in writing, and

.2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and

.3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.

9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:

.1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and

.2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and

.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and

.4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.

9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:

.1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and

.2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and

.3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and

.4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.

9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION. If such desagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 - MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement - CONTRACT PRICE.

10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in such included taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

10.2.1 The laws of the *Place of the Work* shall govern the *Work*.

10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.

10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.

10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

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10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.

10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.

10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the model, plan or design of which was supplied to the *Contractor* as part of the *Contract Documents*.

GC 10.4 WORKERS' COMPENSATION

10.4.1 Prior to commencing the *Work*, again with the *Contractor*'s application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Contractor*'s application for final payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.

10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Contractor* shall provide such evidence of compliance by the *Contractor* and *Subcontractors*.

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:

.1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.

.2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.

.3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*

.4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:

(1) 10 calendar days after the date of *Substantial Performance of the Work*;

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(2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;

(3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.

.5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.

.6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:

(1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;

(2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner*'s interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor*'s interest in the restoration of the *Work*; and

(3) to the *Work* arising from the work of the *Owner*, the *Owner*'s own forces or another contractor, the *Owner* shall, in accordance with the *Owner*'s obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.

.7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.

11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.

11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.

11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.

11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.

11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor*'s insurance policy becoming due for renewal, and record any agreement in a *Change Order*.

11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the Contractor by way of a *Change Order*.

11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

11.2.1 The *Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.

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11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

.1 caused by:

(1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or

(2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and

.2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

.1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.

.2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or $2,000,000, but in no event shall the sum be greater than $20,000,000.

.3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.

12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

.1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and

.2 arising out of the *Contractor*'s performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:

.1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;

.2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

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GC 12.2 WAIVER OF CLAIMS

12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor*'s involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:

.1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;

.2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;

.3 claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and

.4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.

12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.

12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner*'s involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:

.1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;

.2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;

.3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;

.4 damages arising from the *Contractor*'s actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;

.5 claims arising pursuant to GC 12.3 - WARRANTY; and

.6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.

12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:

.1 any limitation statute of the Province or Territory of the *Place of the Work*; or

.2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.

12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.

12.2.6 "*Notice in Writing* of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:

.1 a clear and unequivocal statement of the intention to claim;

.2 a statement as to the nature of the claim and the grounds upon which the claim is based; and

.3 a statement of the estimated quantum of the claim.

12.2.7 The party giving "*Notice in Writing* of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

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12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

GC 12.3 WARRANTY

12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.

12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.

12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.

12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor*'s expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.

12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.

12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor*'s responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

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CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

CCDC 41
CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

1. General liability insurance shall be with limits of not less than $5,000,000 per occurrence, an aggregate limit of not less than $5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding $5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.

2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than $5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.

3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than $5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than $5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.

4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding $5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.

5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.

6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.

7. Standard Exclusions

   7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
   - Asbestos
   - Cyber Risk
   - Mould
   - Terrorism

Association of Canadian Engineering Companies

Canadian Construction Association

Construction Specifications Canada

The Royal Architectural Institute of Canada

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-32

AGREEMENT: (AG) A by-law to authorize an agreement between the City as Landlord and Bell Mobility Inc. as Tenant to permit a tower and equipment shelter on the Leased Premises being a portion of civic 57 Des Chenes Drive.

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 Acting 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 March 1, 2014 between the City as Landlord and Bell Mobility Inc. as Tenant, a copy of which is attached as Schedule “A” hereto. This agreement permits a tower and equipment shelter on the Leased Premises being a portion of civic 57 Des Chenes Drive.

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 18th day of February, 2014.

_____

ACTING MAYOR – TERRY SHEEHAN

_____

CITY CLERK - MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2014\2014-32 EXECUTION BELL MOBILITY DES CHENES DR.DOC

Schedule "A"

LEASE AGREEMENT

"DES CHENES"
SAULT STE MARIE, ONTARIO

SITE NO. W3422

THIS AGREEMENT made this 1st day of March, 2014

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

BETWEEN:

CITY OF SAULT STE MARIE

(the "Landlord")

OF THE FIRST PART

-and-

BELL MOBILITY INC.
5099 CREEKBANK ROAD, 6N
MISSISSAUGA, ONTARIO
L4W 5N2

(the "Tenant")

OF THE SECOND PART

WITNESSETH WHEREAS the Landlord is the registered owner of the property municipally known as 57 Des Chenes Drive, Sault Ste. Marie, Ontario, which is more particularly described in Exhibit "A" (the "Property") attached hereto and forming a part hereof;

AND WHEREAS the Tenant is desirous of using a portion of the Property being approximately 21m x 25m (Compound Area) and 6m x 280m (Access Road), which is more particularly shown on the plan attached hereto and forming a part hereof as Exhibit "B" (the "Leased Premises") to erect a tower (the "Tower") and an equipment shelter on the Leased Premises for the exclusive use of the Tenant, its agents, employees, contractors, assignees and/or sublessees to attach, adjust, operate, maintain and replace initial and additional cabling, antennas, antenna mounts and any other related equipment attachments required for wireless telecommunications, together with utility easement and, if required, an access road to the Leased Premises;

AND WHEREAS the Tenant has consulted with the Landlord concerning the Tower including its design, location and function and the Landlord has given the Tenant concurrence to proceed with the Tower subject to the provisions herein;

AND WHEREAS the Landlord is agreeable to allow the Tenant to use the Property as herein described subject to the terms and conditions hereinafter contained;

NOW THEREFORE in consideration of the rents, covenants and agreements herein contained and hereby assumed the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. USE OF LEASED PREMISES

The Landlord hereby grants to the Tenant permission to use and maintain on the Leased Premises a Tower; an equipment shelter and all necessary cabling, antennas, antenna mounts and any other related equipment attachments (the "Equipment"); and permission to install, reconfigure, attach , operate, maintain and replace the Tower and all of the initial and additional Equipment on the Leased Premises for wireless telecommunications. The Tenant shall be permitted, during the construction phase, to occupy an area outside the Leased Premises for the purpose of constructing the tower, such area to be repaired at

the Tenant's expense and to the reasonable satisfactions of the Landlord. The Tenant shall have the further right to construction and maintain an access road to the Leased Premises, if required.

2. TERM

The term of this Lease (the "Term") shall commence on the date that this Lease is executed, as indicated on the first page hereof (the "Execution Date") and shall expire on that date which is five (5) years following the date upon which construction of the tower is commenced (the "Construction Commencement Date"), such date to be verified by the Tenant by way of letter to the Landlord to be delivered as soon as reasonably possible following the Construction Commencement Date, in the form attached hereto as Exhibit "C".

3. RENT

The Tenant shall pay to the Landlord, its successors and assigns, rent as set forth in Exhibit "C" (the "Rent"), attached hereto and forming a part hereof, for the use of and access to the Leased Premises as granted by the Landlord herein . In addition, the Tenant shall pay to the Landlord any goods and services tax which it is required to pay by law provided that the Landlord shall inform the Tenant of the applicable registration number.

4. OPTION TO EXTEND

Provided the Tenant is not in breach of the Lease at the expiry of the Term, the Tenant shall have three (3) options to extend the Term of the Lease (the "Option to Extend") for a further term of five (5) years each upon the same terms and conditions as contained in the Lease save only for the Rent shown on Exhibit "C" attached hereto . To exercise an Option to Extend, the Tenant shall give notice in writing to the Landlord no later than ninety (90) days prior to the date of expiry of the then current Term.

5. ASSIGNMENT

The Tenant shall be permitted to assign, sublet or license the whole or any part of the Tower, Equipment or Leased Premises and rights of access without the consent of the Landlord to any assignee, sublessee or licensee (the "Assignee") provided that the Tenant shall not be relieved from any of its obligations under this Lease and further provided that the Assignee(s) agrees to be bound by the terms and conditions of this Lease.

6. TENANT'S WORK

(a) The Tenant shall, at its own expense, install, attach, repair, operate and maintain its Tower and Equipment in a good and workmanlike manner. All installation, reconfiguration, attachment, maintenance, repair and operation to be carried out under this Lease by the Tenant shall be done at the Tenant's expense and risk. Upon the expiration or earlier termination of this Lease, the Tenant agrees to repair at the Tenant's cost and expense to the reasonable satisfaction of the Landlord, all damages, structural or otherwise, save and except for reasonable wear and tear, that may be caused to the Landlord's property, including all buildings on the Property by reason of the installation, reconfiguration, attachment, maintenance , operation or removal of the Tenant's Tower or Equipment.

(b) The Tenant and any Assignee may make any alterations and/or improvements during the Term and any extension thereof without requiring the consent of the Landlord. Such alterations and/or improvements may include, but are not limited to the expansion of existing, or the addition of new, equipment shelter(s), antennas, antenna mounts, apparatus, fixtures, cabling, attachments or any other equipment required by the Tenant or any Assignee .

(c) The Landlord agrees that the Tower and Equipment shall not become fixtures of the Lease but shall be and remain the property of the Tenant and may be removed from the Leased Premises at any time from time to time by the Tenant during the Term or within a reasonable time after expiration or early termination of this Lease, so long as the Tenant makes good any damage caused by such removal, reasonable wear and tear excepted. Failure by the Tenant to remove the Tower and Equipment after receipt of at least ninety (90) days prior written notice by the Landlord to remove same upon the expiration or early termination of this Lease will enable the Landlord to remove the Tower and Equipment at the reasonable expense of the Tenant.

7. ACCESS

(a) The Landlord grants to the Tenant, its agents, employees, contractors, or to an Assignee, all rights of direct access, twenty-four (24) hours a day, seven (7) days a week, to the Property, and such other rights as are necessary to enable the Tenant, its agents, employees, contractors or any

Assignee to install , reconfigure, attach, operate, maintain and replace the Tower and Equipment, including but not limited to connecting its Tower and Equipment to the public telephone and utility networks, pursuant to the public telephone and utility's requirements or recommendations and any required right-of-ways as may be detailed in Exhibit "B". The Tenant, at its expense, shall prepare a plan of survey outlining the Leased Premises and all rights of access to and egress from the Property as shown on Exhibit "B" attached hereto and forming a part hereof. Such plan shall be registered with a copy forwarded to the Landlord. Access keys shall be provided by the Landlord to the Tenant if and when keys are requested by the Tenant.

(b) Where available, the Tenant, its agents, employees, contractors and any Assignee, shall have the use of and access to any existing access driveway and a twenty-four (24) hour parking space located on the Property. If required, the Landlord shall provide the Tenant with parking access cards and provide notice to any security personnel and contracted towing/tagging services.

8. ADDITIONAL TAXES

The Tenant shall reimburse the Landlord for any new taxes, rates, fees or assessments of every description which may be charged or imposed, during the Term hereof, by a governmental authority (collectively, the "Taxes") upon or in respect of the privileges hereby granted provided that:

(a) it can be demonstrated that such Taxes have been assessed as a direct result of the Tenant's use of the Leased Premises; and

(b) the Landlord delivers to the Tenant prompt written notice of the imposition of such Taxes (together with copies of all bills, invoices or statements relating to such Taxes) (the "Taxes Notice"), which Taxes Notice shall be delivered no later than eighteen (18) months following the due date for the Taxes set out in such Taxes Notice (the "Taxes Due Date"). If the Landlord fails to deliver the Taxes Notice on or before the date which is eighteen (18) months following the Taxes Due Date, then, notwithstanding anything to the contrary herein, the Tenant shall have no obligation or liability to pay any of the Taxes set out in such Taxes Notice and the Landlord shall be solely responsible for the payment of all such Taxes.

9. ELECTRICITY

The Tenant shall have the right at any time and at its own cost and expense, to connect to and draw power from the Landlord's electrical power supply. The Tenant shall be responsible for its electrical connection costs and for the electrical consumption used on the Leased Premises. Where permitted by the local hydro utility, the Tenant shall at its expense install a separately metered hydro subservice; such electrical consumption shall be billed separately by the local hydro utility to the Tenant.

10. FAILURE TO PAY RENT

If the Tenant defaults at any time in any rental payment required under this Lease during the Term or any extension thereof, or fails, or neglects at any time to fully perform, observe and keep all the covenants, terms and conditions herein contained, the Landlord shall give the Tenant written notice of such default and the Tenant shall correct such default within thirty (30) days after receipt thereof and if the default remains outstanding on the thirty-first (31st) day the Landlord may terminate this Lease forthwith, except in the event that such default reasonably requires more than thirty (30) days to correct in which case the Tenant shall have a reasonable time to cure such default.

11. OVERHOLDING

If the Tenant overholds the Leased Premises beyond the Term of this Lease or any extension provided herein, the Tenant may continue such holding over as a tenancy from month to month, upon the same terms and conditions as contained in the Lease.

12. TERMINATION

It is agreed and understood that the Tenant may terminate this Lease at any time, for any reason whatsoever, by giving ninety (90) days prior written notice to the Landlord and the Tenant shall be entitled to remove the Tower and all other Equipment from the Leased Premises within a reasonable time thereafter. In the event of such termination the parties shall be released from any further obligations with respect to any matter under this Lease.

13. EXCLUSIVE USE

The Landlord shall not during the Term of this Lease, or any extension thereof, use or permit others to use

the Property for the installation of any antennas or equipment which are used for the purpose of wireless telecommunications or which may interfere in any manner with the signals transmitted or received by the Tenant's Equipment.

14. QUIET ENJOYMENT

The Landlord covenants with the Tenant for quiet enjoyment of the Leased Premises without any interruption or disturbance from the Landlord provided the Tenant performs all its covenants under this Lease.

15. INSURANCE & INDEMNITY

The Tenant shall, during the Term and Extended Term (if applicable), keep in full force and effect a policy of insurance with respect to the Leased Premises and the Property, in which the limit of Comprehensive General Liability insurance shall not be less than two million dollars ($2,000,000.00) per occurrence and an annual aggregate limit of not less than two million dollars ($2,000,000.00) for products and completed operations. The required insurance limit may be composed of any combination of primary and excess (umbrella) insurance policies.

The Tenant agrees to indemnify the Landlord for any claims or damages caused by the Tenant, its agents, employees, contractors or those whom it is responsible in law, except for any damage, loss, injury or death which results from the negligence or willful misconduct of the Landlord, its employees, agents, contractors or those whom it is responsible in law. Notwithstanding anything else contained herein to the contrary, in no event will the Tenant be liable for or indemnify and save harmless the Landlord from and against any indirect, special, incidental or consequential damages, including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.

16. ENVIRONMENTAL

The Landlord warrants, to the best of his knowledge, that the Leased Premises does not contain any toxic or hazardous substances or materials including, without limitation, asbestos, urea formaldehyde, PCBs or any other contaminants as defined in the *Environmental Protection Act*, (Ontario), or the equivalent Act in the province within which the Property is located (the "Contaminants"). If Contaminants are discovered by the Tenant during the Term or Extended Term (if applicable), the Landlord shall remove the Contaminants at its expense, or, at its option, indemnify and hold the Tenant harmless from any liability arising from the presence of the Contaminants on the Leased Premises.

17. MODIFICATION

No change or modification to this Lease shall be valid unless it is in writing and is duly executed by both parties hereto.

18. REGISTRATION AND NON-DISTURBANCE

The Tenant may register this Lease or a notice of this Lease on title to the Property in order to show its interest herein and the Landlord shall provide the Tenant with a legal description of the Property for such registration . The Landlord agrees to obtain from any purchaser or mortgagee a non-disturbance agreement to respect and continue in full force and effect, all the terms and conditions of this Lease. The Landlord further agrees to execute any further documents required and all direct costs shall be borne by the Tenant.

19. NOTICE

Any notice required by this Lease shall be made in writing and shall be considered given or made on the day of delivery if delivered before 5:00 p.m. by facsimile or by personal delivery upon any officer of the Tenant, or three (3) business days after the day of delivery if sent by prepaid registered mail upon the Landlord addressed as follows:

City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5Nl
Attention: City Solicitor
Facsimile: (705) 759-5405

and in the case of the Tenant to:

BELL MOBILITY INC.
REAL ESTATE SERVICES
5099 CREEK.BANK ROAD, 6N
MISSISSAUGA, ONTARIO
L4W 5N2

Attention: Real Estate Facsimile: (905) 625-0730

Either party hereto may change its aforesaid address for notices in accordance with the provisions of this notice.

20. EMERGENCY CONTACT INFORMATION

Bell Mobility's Call Centre can be reached 24 hours a day at (416) 503-4636 to report power outages or other hazardous conditions occurring at the leased premises.

21. BINDING AGREEMENT

The Landlord covenants that he has good right, full power, and absolute authority to grant this Lease to the Tenant and this Lease shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.

22. EXECUTION

This Lease shall not be in force or bind either of the parties hereto until executed by all the parties named herein.

23. CONDITIONAL PERIOD

This Lease referred to herein shall be conditional until March 1, 2015, upon the Tenant obtaining at its expense all municipal, provincial, federal or other governmental approvals required for the construction and installation of the Tower and Equipment on the Leased Premises and upon the Tenant satisfying itself in its sole discretion, which discretion may be exercised arbitrarily, that the Property is both technologically and economically viable for the Tenant. If any of the above conditions are not satisfied by the date noted above, then the Tenant may terminate this Lease and the Rent and any other payments made hereunder shall be refunded prorata, to the date of such termination, and both parties shall be released from all further obligations or liabilities under this Lease. These conditions are for the sole benefit of the Tenant and may be waived or extended only by the Tenant at its sole option.

24. ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties hereto with respect to the Leased Premises and there are no prior representations, either oral or written, between them other than those set forth in this Lease. This Lease supersedes and revokes all previous negotiations, arrangements, options to lease, representations and information conveyed, whether oral or written, between the parties hereto . The Landlord acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as are expressly set out in this Lease.

IN WITNESS WHEREOF the said parties hereto have duly executed this Lease on the dates noted below

CITY OF SAULT STE MARIE (Landlord)

Per: _____

Name: Terry Sheehan
Title: Acting Mayor

Per: _____

Name: Malcolm White
Title: City Clerk

I/We have authority to bind the corporation.

BELL MOBILITY INC. (Tenant)

_____

Name: BROCK ENDERTON
Title: REAL ESTATE MANAGER

I have authority to bind the corporation.

EXHIBIT "A"

To the Lease dated the 1st day of March, 2014

BETWEEN:

CITY OF SAULT STE. MARIE
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5NI

(the "Landlord")

- and -

BELL MOBILITY INC.
5099 CREEKBANK ROAD, 6N
MISSISSAUGA, ONTARIO
L4W SN2

(the "Tenant")

All and singular that certain parcel or tract of land and premises described municipally as 57 Des Chenes Drive, Sault Ste Marie, Ontario .

The Property being more particularly described as:

Part of the Northwest Quarter of Section 22, Geographic Township of Parke, now in the City of Sault Ste Marie, District of Algoma PIN 31615-0013

EXHIBIT "B"

PLAN OF LEASED PREMISES

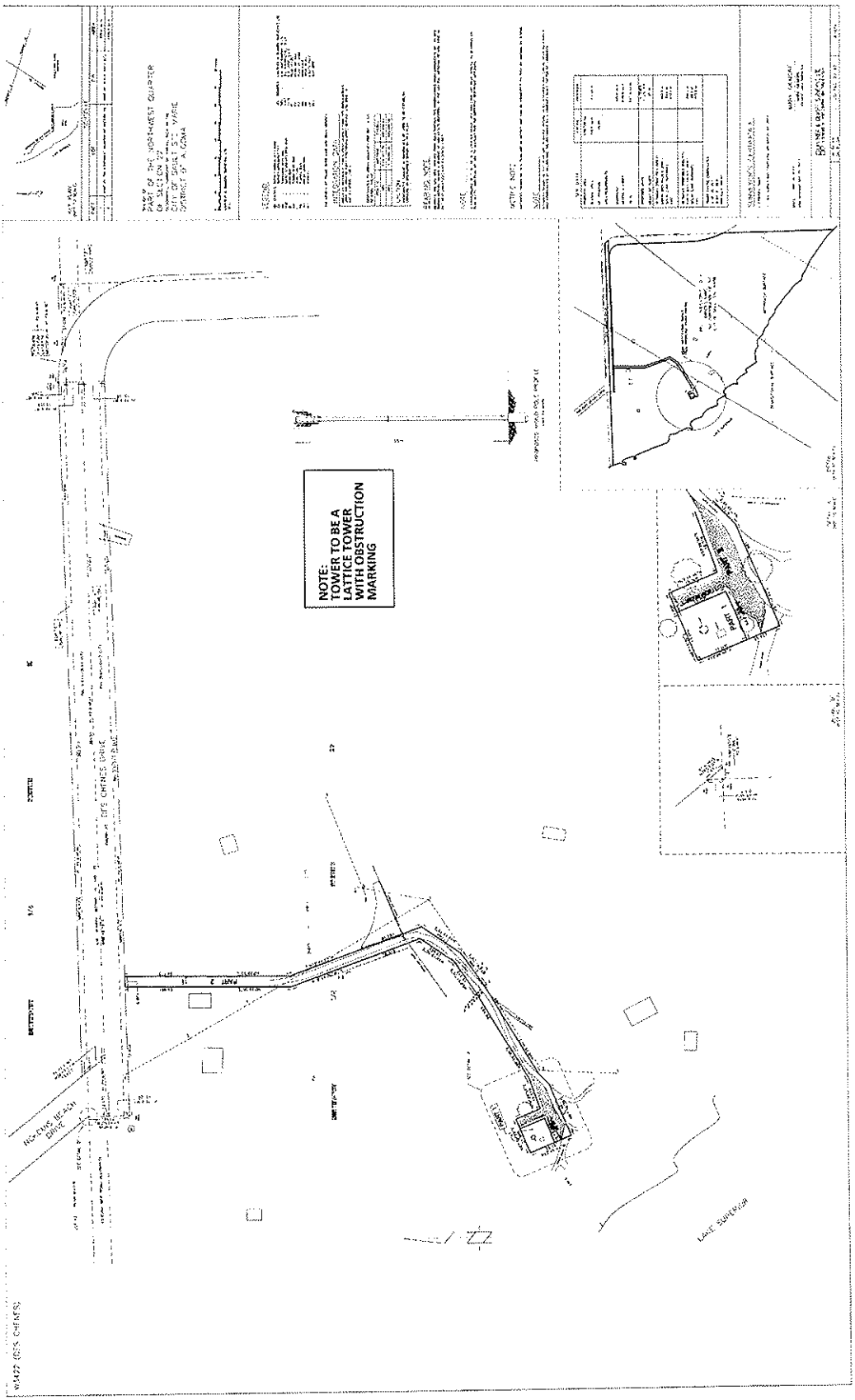


EXHIBIT "C"

RENT

The Tenant shall pay Rent to the Landlord as follows:

(a) During the period commencing March 1, 2014 or adjusted to the first day of the month construction begins and ending February 28, 2019, the Tenant shall pay to the Landlord annual rent in the amount of Five Thousand dollars ($5,000.00), payable in advance .

(b) Provided that the Tenant shall have exercised its first (1st) Option to Extend, during the period commencing March 1, 2019 and ending February 29, 2024, the Tenant shall pay to the Landlord annual rent in the amount of Five Thousand Five Hundred dollars ($5,500.00), payable in advance.

(c) Provided that the Tenant shall have exercised its second (2nd) Option to Extend, during the period commencing March 1, 2024 and ending February 28, 2029, the Tenant shall pay to the Landlord annual rent in the amount of Six Thousand One Hundred dollars ($6,100.00), payable in advance.

(d) Provided that the Tenant shall have exercised its third (3rd) Option to Extend, during the period commencing March 1, 2029, and ending February 28, 2034, the Tenant shall pay to the Landlord annual rent in the amount of Six Thousand Eight Hundred dollars ($6,800.00), payable in advance.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-34

AGREEMENT: (E2.2) A by-law to authorize execution of a contract between the City and Graham Newman Construction Inc. for the East End Water Pollution Control Plant UV Disinfection Effluent Weir Replacement (Contract 2014-6E).

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 Acting Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a contract in the form of Schedule "A" attached hereto, dated February 18, 2014 and made between the City and Graham Newman Construction Inc. for the East End Water Pollution Control Plant UV Disinfection Effluent Weir Replacement (Contract 2014-6E).

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 18th day of February, 2014.

ACTING MAYOR – TERRY SHEEHAN

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2014\2014-34 EAST END SEWAGE TREATMENT PLANT UV DISINFECTION EFFLUENT WEIR REPLACEMENT.DOC

CCDC 2

stipulated price contract

2008

East End Water Pollution Control Plant UV Disinfection Weir Replacement

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

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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Public Sector Owners
Private Sector Owners
Canadian Bar Association (Ex-Officio)
* The Association of Canadian Engineering Companies
* The Canadian Construction Association
* Construction Specifications Canada
* The Royal Architectural Institute of Canada

*Committee policy and procedures are directed and approved by the four constituent national organizations.

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

This Agreement made on the 18th day of February in the year 2014 .

by and between the parties

The Corporation of the City of Sault Ste. Marie

hereinafter called the "*Owner*"

and

Graham Newman Construction Inc.

hereinafter called the *"Contractor"*

The *Owner* and the *Contractor* agree as follows:

ARTICLE A-1 THE WORK

The *Contractor* shall:

1.1 perform the *Work* required by the *Contract Documents* for

East End Water Pollution Control Plant UV Disinfection Weir Replacement

insert above the name of the Work

located at

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

insert above the Place of the Work

for which the Agreement has been signed by the parties, and for which

AECOM Canada Ltd.

insert above the name of the Consultant

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

1.2 do and fulfill everything indicated by the *Contract Documents*, and

1.3 commence the *Work* by the 19th day of February in the year 2014 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 28th day of March in the year 2014 .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.

2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement - THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- The General Conditions of the Stipulated Price Contract
- *

Section 00100 – Instructions To Bidders
Section 00200 – Definitions
Section 00300 – Stipulated Price Bid
Section 00300 – Appendix A - List of Bid Documents
Section 00300 – Appendix B - List of Subcontractors and Suppliers
Section 00300 – Appendix C - Alternative Prices
Section 00300 – Appendix D - Breakdown of Total Tender Price
Section 00800 – Supplementary Conditions

DIVISION 1 - GENERAL REQUIREMENTS
Section 01000 – General Requirements
Section 01061 – Environmental Considerations
Section 01630 – Equivalents and Alternatives

Dwg. No. S801 - Structural - UV Disinfection Building - Foundation Plans
Dwg. No. S803 - Structural - UV Disinfection Building - Sections

* *(Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)*

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ARTICLE A-4 CONTRACT PRICE

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

Twenty Six Thousand, One Hundred Fifty----------00 /100 dollars $ 26,150.00

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

Three Thousand, Three Hundred Ninety-Nine----------50 /100 dollars $ 3,399.50

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

Twenty Nine Thousand, Five Hundred Forty Nine----------50 /100 dollars $ 29,549.50

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of Ten percent (10 %), the *Owner* shall:

.1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments, and

.2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and

.3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

.1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:

(1) 2% per annum above the prime rate for the first 60 days.

(2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

Royal Bank of Canada

(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

.2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

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ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below. The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day. A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof. An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Owner

The Corporation of the City of Sault Ste. Marie

*name of Owner**

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

address

705-541-7165 — *facsimile number*

c.taddo@cityssm.on.ca — *email address*

Contractor

Graham Newman Construction Inc.

*name of Contractor**

1205 Peoples Road, Sault Ste. Marie, Ontario P6C 3W7

address

705-946-1010 — *facsimile number*

heav63@hotmail.com — *email address*

Consultant

AECOM Canada Ltd.

*name of Consultant**

523 Wellington Street East, Sault Ste. Marie, Ontario P6A 2M4

address

705-942-3642 — *facsimile number*

darrell.maahs@aecom.com — *email address*

** If it is intended that the notice must be received by a specific individual, that individual's name shall be indicated.*

ARTICLE A-7 LANGUAGE OF THE CONTRACT

7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~ # language shall prevail.
Complete this statement by striking out inapplicable term.

7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

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ARTICLE A-8 SUCCESSION

8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

WITNESS

signature

name of person signing

signature

name of person signing

OWNER

The Corporation of the City of Sault Ste. Marie

name of owner

signature

name and title of person signing

signature

name and title of person signing

WITNESS

signature

name of person signing

signature

name of person signing

CONTRACTOR

Graham Newman Construction Inc.

name of Contractor

signature

name and title of person signing

signature

name and title of person signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:
(a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
(b) the affixing of a corporate seal, this Agreement should be properly sealed.

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DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

1. **Change Directive**
A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

2. **Change Order**
A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:
   - a change in the *Work*;
   - the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
   - the extent of the adjustment in the *Contract Time*, if any.

3. **Construction Equipment**
Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

4. **Consultant**
The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant*'s authorized representative.

5. **Contract**
The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

6. **Contract Documents**
The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.

7. **Contract Price**
The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.

8. **Contract Time**
The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.

9. **Contractor**
The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor*'s authorized representative as designated to the *Owner* in writing.

10. **Drawings**
The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

11. **Notice in Writing**
A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

12. **Owner**
The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner*'s authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.

13. **Place of the Work**
The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

14. **Product**
Product or Products means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

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15. **Project**
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.

16. **Provide**
Provide means to supply and install.

17. **Shop Drawings**
Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.

18. **Specifications**
The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

19. **Subcontractor**
A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.

20. **Substantial Performance of the Work**
Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.

21. **Supplemental Instruction**
A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.

22. **Supplier**
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.

23. **Temporary Work**
Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

24. **Value Added Taxes**
Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.

25. **Work**
The *Work* means the total construction and related services required by the *Contract Documents*.

26. **Working Day**
Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

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GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.

1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
.1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
.2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.

1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.

1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.

1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.

1.1.6 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.

1.1.7 If there is a conflict within the *Contract Documents*:
.1 the order of priority of documents, from highest to lowest, shall be
- the Agreement between the *Owner* and the *Contractor*,
- the Definitions,
- Supplementary Conditions,
- the General Conditions,
- Division 1 of the *Specifications*,
- technical *Specifications*,
- material and finishing schedules,
- the *Drawings*.

.2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
.3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
.4 later dated documents shall govern over earlier documents of the same type.

1.1.8 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.

1.1.9 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant*'s property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.

1.1.10 Models furnished by the *Contractor* at the *Owner*'s expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

GC 1.3 RIGHTS AND REMEDIES

1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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GC 1.4 ASSIGNMENT

1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.

2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.

2.1.3 If the *Consultant*'s employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

GC 2.2 ROLE OF THE CONSULTANT

2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.

2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.

2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant*'s responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.

2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor*'s applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.

2.2.5 Based on the *Consultant*'s observations and evaluation of the *Contractor*'s applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.

2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor*'s failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.

2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.

2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.

2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.

2.2.10 The *Consultant*'s interpretations and findings will be given in writing to the parties within a reasonable time.

2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

2.2.12 The *Consultant* will have authority to reject work which in the *Consultant*'s opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.

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2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.

2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor*'s submittals, in accordance with the *Contract Documents*.

2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.

2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant*'s knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.

2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner*'s acceptance.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.

2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant*'s instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.

2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.

2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor*'s expense.

2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.

2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is designated by the laws or ordinances applicable to the *Place of the Work*.

2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.

2.4.2 The *Contractor* shall make good promptly other contractors' work destroyed or damaged by such corrections at the *Contractor*'s expense.

2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

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PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.

3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.

3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Owner* shall:

.1 provide for the co-ordination of the activities and work of other contractors and *Owner*'s own forces with the *Work* of the *Contract*;

.2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;

.3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;

.4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 - INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and

.5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner*'s own forces.

3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Contractor* shall:

.1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;

.2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and

.3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner*'s own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.

3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner*'s own forces, the *Contractor* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner*'s own forces as specified in the *Contract Documents*.

3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner*'s own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

3.2.6 Disputes and other matters in question between the *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY WORK

3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.

3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

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3.3.3 Notwithstanding the provisions of GC 3.1 - CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC 3.4 DOCUMENT REVIEW

3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. Such review by the *Contractor* shall be to the best of the *Contractor*'s knowledge, information and belief and in making such review the *Contractor* does not assume any responsibility to the *Owner* or the *Consultant* for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the *Contract Documents,* which the *Contractor* did not discover. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.

GC 3.5 CONSTRUCTION SCHEDULE

3.5.1 The *Contractor* shall:

.1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;

.2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and

.3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions - CHANGES IN THE WORK.

GC 3.6 SUPERVISION

3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.

3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor*'s appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:

.1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;

.2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and

.3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.

3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.

3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.

3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.

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3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.

3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor*'s or *Supplier*'s work which has been certified for payment.

GC 3.8 LABOUR AND PRODUCTS

3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.

3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor*'s employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

GC 3.9 DOCUMENTS AT THE SITE

3.9.1 The *Contractor* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.

GC 3.10 SHOP DRAWINGS

3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.

3.10.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.

3.10.3 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.

3.10.4 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.

3.10.5 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.

3.10.6 The *Consultant*'s review is for conformity to the design concept and for general arrangement only.

3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.

3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:

.1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and

.2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.

3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.

3.10.10 The *Consultant*'s review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.

3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.

3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

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GC 3.11 USE OF THE WORK

3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.

3.11.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

GC 3.12 CUTTING AND REMEDIAL WORK

3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.

3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.

3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

GC 3.13 CLEANUP

3.13.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.

3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.

3.13.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of work or costs included in such cash allowances shall be as described in the *Contract Documents*.

4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor*'s overhead and profit in connection with such cash allowances.

4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.

4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor*'s overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.

4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.

4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.

4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

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GC 4.2 CONTINGENCY ALLOWANCE

4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.

4.2.2 The contingency allowance includes the *Contractor*'s overhead and profit in connection with such contingency allowance.

4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*.

5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner*'s financial arrangements to fulfill the *Owner*'s obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.

5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.

5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.

5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.

5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.

5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.

5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:

.1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor*'s application for payment,

.2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,

.3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:

- receipt by the *Consultant* of the application for payment, or
- the last day of the monthly payment period for which the application for payment is made.

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GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within one *Working Day*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.

5.4.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor*'s list and application:

.1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or

.2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.

5.4.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall:

.1 submit an application for payment of the holdback amount,

.2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.

5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.

5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.

5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

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5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.7 FINAL PAYMENT

5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.

5.7.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.

5.7.3 When the *Consultant* finds the *Contractor*'s application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.

5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

GC 5.8 WITHHOLDING OF PAYMENT

5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, there are items of work that cannot be performed, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such remaining work.

GC 5.9 NON-CONFORMING WORK

5.9.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:

.1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and

.2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.

6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.

6.2.2 When the *Owner* and *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the application for progress payment.

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GC 6.3 CHANGE DIRECTIVE

6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.

6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.

6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.

6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.

6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.

6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor*'s actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:

.1 If the change results in a net increase in the *Contractor*'s cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor*'s cost, plus the *Contractor*'s percentage fee on such net increase.

.2 If the change results in a net decrease in the *Contractor*'s cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor*'s cost, without adjustment for the *Contractor*'s percentage fee.

.3 The *Contractor*'s fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.

6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:

.1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel

(1) stationed at the *Contractor*'s field office, in whatever capacity employed;

(2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;

(3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or

(4) engaged in the processing of changes in the *Work*.

.2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;

.3 travel and subsistence expenses of the *Contractor*'s personnel described in paragraph 6.3.7.1;

.4 all *Products* including cost of transportation thereof;

.5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;

.6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;

.7 all equipment and services required for the *Contractor*'s field office;

.8 deposits lost;

.9 the amounts of all subcontracts;

.10 quality assurance such as independent inspection and testing services;

.11 charges levied by authorities having jurisdiction at the *Place of the Work*;

.12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor*'s obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;

.13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;

.14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;

.15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;

.16 removal and disposal of waste products and debris; and

.17 safety measures and requirements.

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6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s attention to the *Work* shall be borne by the *Contractor*.

6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof when requested.

6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor*'s pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.

6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.

6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.

6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:

.1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or

.2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,

then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.

6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor*'s cost or time to perform the *Work*, the *Consultant*, with the *Owner*'s approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.

6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Contractor* in writing.

6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 - ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

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6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:

.1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),

.2 fire, unusual delay by common carriers or unavoidable casualties,

.3 abnormally adverse weather conditions, or

.4 any cause beyond the *Contractor*'s control other than one resulting from a default or breach of *Contract* by the *Contractor*,

then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.

6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.

6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.

6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:

.1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and

.2 keep such records as may be necessary to support the claim.

6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based.

6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.

6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor*'s insolvency, or if a receiver is appointed because of the *Contractor*'s insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor*'s right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing* that the *Contractor* is in default of the *Contractor*'s contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

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7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner*'s instructions if the *Contractor*:
.1 commences the correction of the default within the specified time, and
.2 provides the *Owner* with an acceptable schedule for such correction, and
.3 corrects the default in accordance with the *Contract* terms and with such schedule.

7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
.1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
.2 terminate the *Contractor*'s right to continue with the *Work* in whole or in part or terminate the *Contract*.

7.1.5 If the *Owner* terminates the *Contractor*'s right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
.1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
.2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
.3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant*'s additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
.4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor*'s work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.

7.1.6 The *Contractor*'s obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner*'s insolvency, or if a receiver is appointed because of the *Owner*'s insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner Notice in Writing* to that effect.

7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner*'s contractual obligations if:
.1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*, or
.2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
.3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
.4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.

7.2.4 The *Contractor*'s *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.

7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

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PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.

8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.

8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant*'s opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator

.1 within 20 *Working Days* after the *Contract* was awarded, or

.2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.

8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.

8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.

8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.

8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.

8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.

8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

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8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be

.1 held in abeyance until

(1) *Substantial Performance of the Work*,

(2) the *Contract* has been terminated, or

(3) the *Contractor* has abandoned the *Work*,

whichever is earlier; and

.2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.

8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

9.1.1 The *Contractor* shall protect the *Work* and the *Owner*'s property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor*'s operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:

.1 errors in the *Contract Documents*;

.2 acts or omissions by the *Owner*, the *Consultant*, other contractors, their agents and employees.

9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.

9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor*'s expense.

9.1.4 Should damage occur to the *Work* or *Owner*'s property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner*'s property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.

9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,

.1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and

.2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.

9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

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9.2.5 If the *Contractor*

.1 encounters toxic or hazardous substances at the *Place of the Work*, or

.2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*,

which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall

.3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and

.4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.

9.2.6 If the *Owner* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.

9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:

.1 take all steps as required under paragraph 9.2.4;

.2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;

.3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and

.4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.

9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:

.1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;

.2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;

.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and

.4 indemnify the Owner as required by GC 12.1 - INDEMNIFICATION.

9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.

9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.

9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

9.4.1 Subject to paragraph 3.2.2.2 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*.

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GC 9.5 MOULD

9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,

.1 the observing party shall promptly report the circumstances to the other party in writing, and

.2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and

.3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.

9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:

.1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and

.2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and

.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and

.4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.

9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:

.1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and

.2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and

.3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and

.4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.

9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION. If such desagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 - MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement - CONTRACT PRICE.

10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in such included taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

10.2.1 The laws of the *Place of the Work* shall govern the *Work*.

10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.

10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.

10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

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10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.

10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.

10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the model, plan or design of which was supplied to the *Contractor* as part of the *Contract Documents*.

GC 10.4 WORKERS' COMPENSATION

10.4.1 Prior to commencing the *Work*, again with the *Contractor*'s application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Contractor*'s application for final payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.

10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Contractor* shall provide such evidence of compliance by the *Contractor* and *Subcontractors*.

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:

.1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.

.2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.

.3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*

.4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:

(1) 10 calendar days after the date of *Substantial Performance of the Work*;

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(2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
(3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.

.5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.

.6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
(1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
(2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner*'s interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor*'s interest in the restoration of the *Work*; and
(3) to the *Work* arising from the work of the *Owner*, the *Owner*'s own forces or another contractor, the *Owner* shall, in accordance with the *Owner*'s obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.

.7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.

11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.

11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.

11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.

11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.

11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor*'s insurance policy becoming due for renewal, and record any agreement in a *Change Order*.

11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the Contractor by way of a *Change Order*.

11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

11.2.1 The *Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.

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11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

.1 caused by:

(1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or

(2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and

.2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

.1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.

.2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or $2,000,000, but in no event shall the sum be greater than $20,000,000.

.3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.

12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

.1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and

.2 arising out of the *Contractor*'s performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:

.1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;

.2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

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GC 12.2 WAIVER OF CLAIMS

12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor*'s involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:

.1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;

.2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;

.3 claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and

.4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.

12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.

12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner*'s involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:

.1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;

.2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;

.3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;

.4 damages arising from the *Contractor*'s actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;

.5 claims arising pursuant to GC 12.3 - WARRANTY; and

.6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.

12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:

.1 any limitation statute of the Province or Territory of the *Place of the Work*; or

.2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.

12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.

12.2.6 "*Notice in Writing* of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:

.1 a clear and unequivocal statement of the intention to claim;

.2 a statement as to the nature of the claim and the grounds upon which the claim is based; and

.3 a statement of the estimated quantum of the claim.

12.2.7 The party giving "*Notice in Writing* of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

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12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

GC 12.3 WARRANTY

12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.

12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.

12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.

12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor*'s expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.

12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.

12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor*'s responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

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CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

CCDC 41
CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

1. General liability insurance shall be with limits of not less than $5,000,000 per occurrence, an aggregate limit of not less than $5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding $5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.

2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than $5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.

3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than $5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than $5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.

4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding $5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.

5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.

6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.

7. Standard Exclusions

   7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
   - Asbestos
   - Cyber Risk
   - Mould
   - Terrorism

Association of Canadian Engineering Companies

Canadian Construction Association

Construction Specifications Canada

The Royal Architectural Institute of Canada

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-35

AGREEMENT: (AG122) A by-law to authorize an agreement between the City and Maria A. Rossi as Licencee to permit a monument (described as a brick structure with a granite faceplate indicating the owners and the address of the Rossi property, with a short light post extending from the top) to be placed on a portion of the Plaintree Drive boulevard in front of the Licencee's property.

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

1. **EXECUTION OF DOCUMENT**

The Acting Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a Licence to Occupy City Property Agreement dated February 18, 2014 between the City and Maria A. Rossi as Licencee attached as Schedule "A" hereto. This agreement permits a monument (described as a brick structure with a granite faceplate indicating the owners and the address of the Rossi property, with a short light post extending from the top) to be placed on a portion of the Plaintree Drive boulevard in front of the Licencee's property.

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 18th day of February, 2014.

ACTING MAYOR – TERRY SHEEHAN

CITY CLERK - MALCOLM WHITE

cf. LEGAL\STAFF\BYLAWS\2014\2014-35 LICENCE AGREEMENT Plaintree Drive

Schedule "A"

AG-122

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this 18th day of February, 2014.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein referred to as the "City")

- and -

MARIA A. ROSSI

(herein referred to as the "Licencee")

The City grants to the Licencee the right to occupy a portion of the City property located in front of 166 Plaintree Drive, specifically, that portion of the boulevard marked and identified as "Monument Area" on Schedule "A" attached to this Licence to Occupy City Property. A current photograph of the Monument Area is attached as Schedule "B" to this Licence to Occupy City Property.

This Licence is subject to the conditions set out in Schedule "C" attached, which to the extent each condition is or becomes applicable, the Licencee covenants to observe for the period of one (1) year commencing on February 18, 2014 and thereafter from year to year until the Licence is terminated in accordance with Schedule "C".

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

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

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

SIGNED, SEALED AND DELIVERED)

)

)

) _____

) **MARIA A. ROSSI**

)

)

) **THE CORPORATION OF THE CITY**

) **OF SAULT STE. MARIE**

)

)

) _____

) **MAYOR – DEBBIE AMAROSO**

)

)

) _____

) **CITY CLERK – MALCOLM WHITE**

)

) **WE HAVE THE AUTHORITY TO BIND**

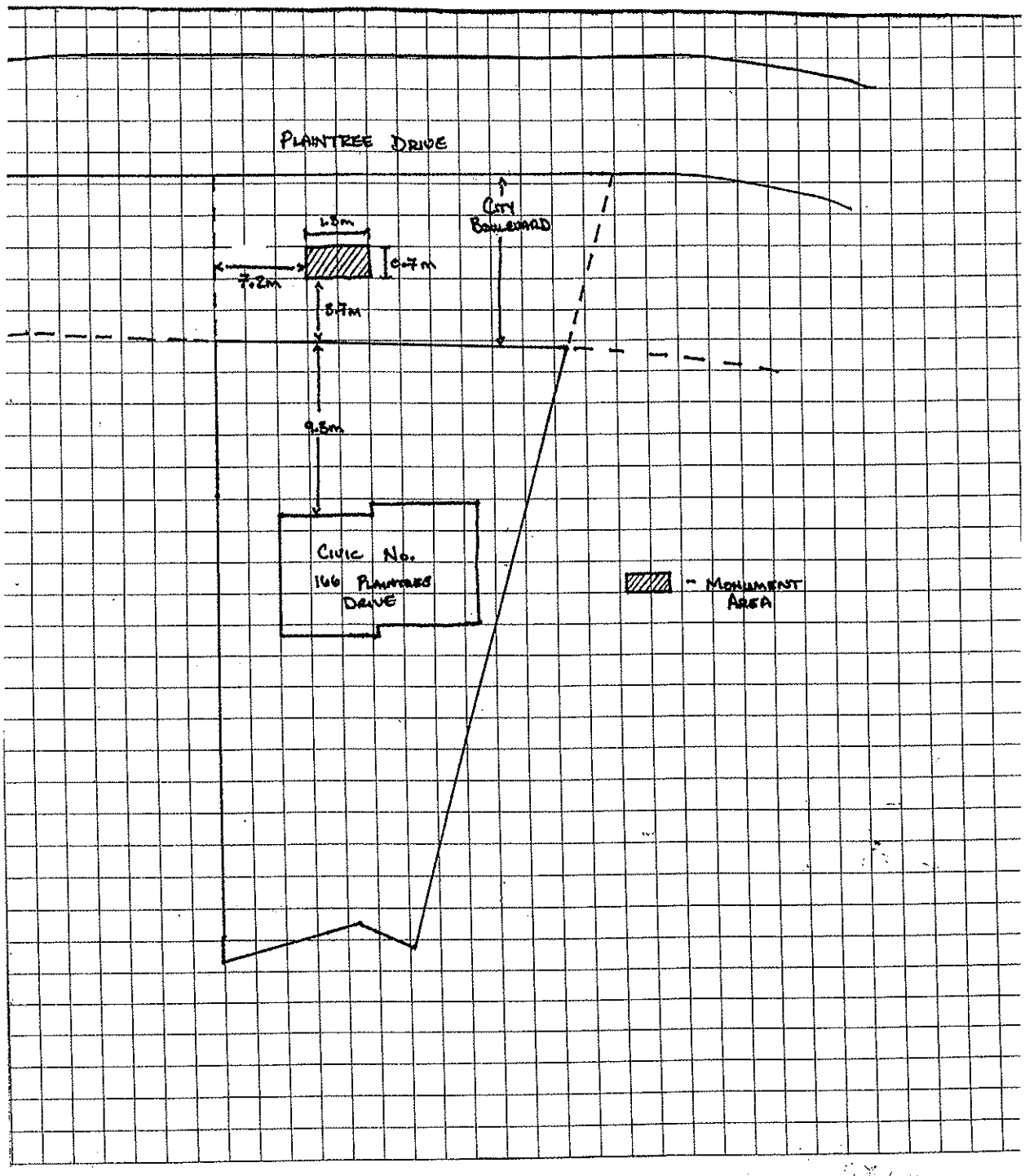
) **THE CORPORATION**

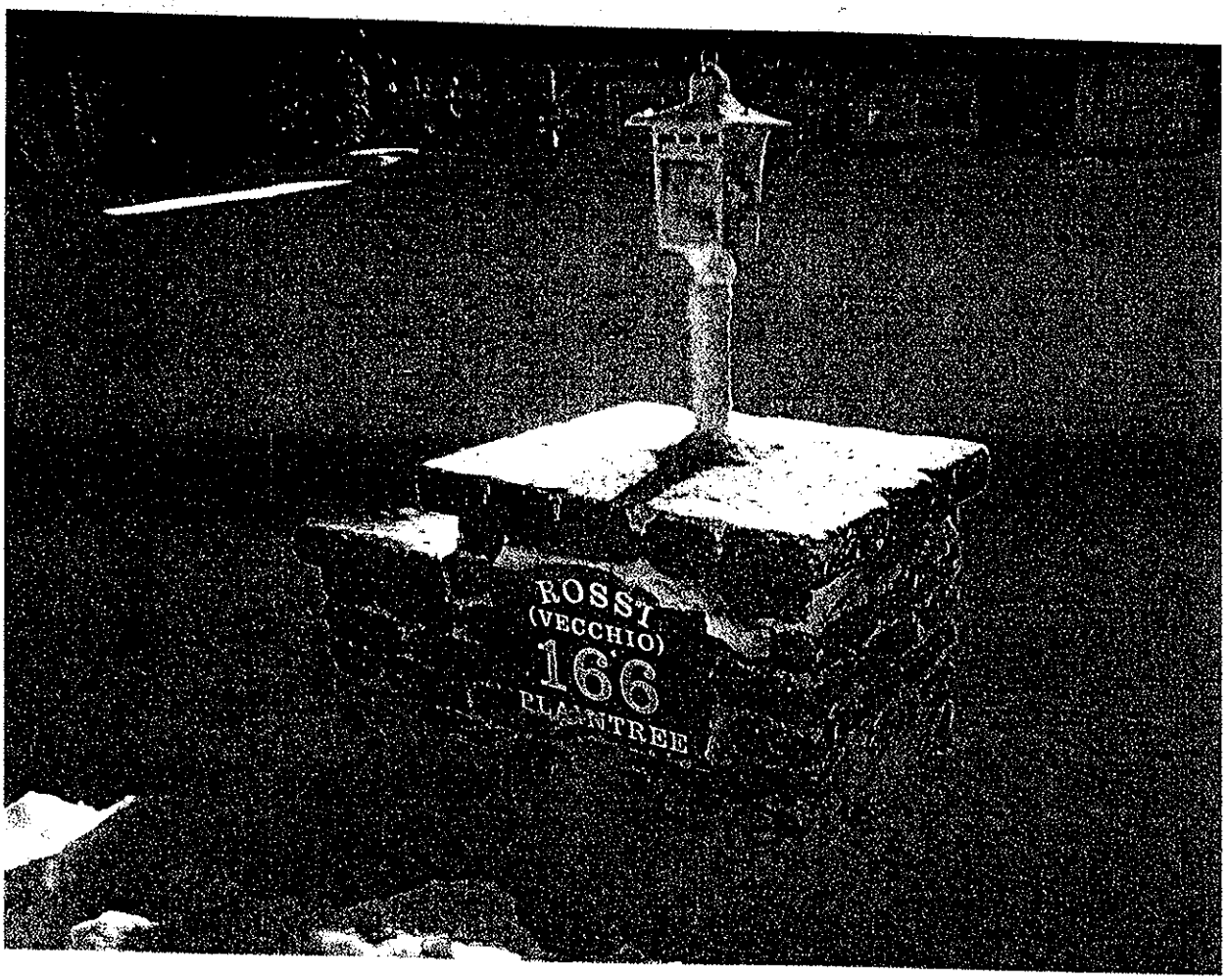
cf\Staff\LEASES & LICENCES OF OCCUPATION\Rossi 166 Plaintree Drive monument/licence of occupation

SCHEDULE "A" TO
LICENCE TO OCCUPY CITY PROPERTY

City Property

The City grants the Licencee the right to occupy that portion of the Plaintree Drive Boulevard in front of 166 Plaintree Drive in Sault Ste. Marie, Ontario, in the location as indicated on the following map, and subject to the conditions outlined in Schedule "C":




ROSSI
(VECCHIO)
166

SCHEDULE "C" TO
LICENCE TO OCCUPY CITY PROPERTY

This Licence is subject to the following conditions:

1. The City hereby grants the Licencee permission to construct and maintain a monument (the "Monument"), for a period of one (1) year commencing on February 18, 2014 and thereafter from year to year until terminated (the "Term"), on the City Property described, marked and identified as "Monument Area" in Schedule "A" to this Licence (the "City Property").

2. A PIN search of the property known municipally as Civic No. 166 Plaintree Drive (the "Rossi Property") confirms that Maria A. Rossi is the registered owner of the Rossi Property.

3. The City or the Licencee may cancel this Licence on giving three (3) months' written notice to the other party of their intention to do so. Notices shall be deemed given if deposited in the mail with postage charges prepaid and addressed to the party for whom intended at such party's address herein specified:

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

   LICENCEE Maria A. Rossi
   166 Plaintree Drive
   Sault Ste. Marie, Ontario
   P6B 5H3

4. At no time shall the City be responsible for constructing, maintaining, inspecting removing or otherwise dealing with the Monument, nor shall the City be responsible for any matters relating to the use of the Monument. The Licencee shall be responsible for all costs, expenses and liabilities relating to the construction, presence, use and removal of the Monument located on the City Property. The Licencee shall indemnify and save harmless the City from any costs and expenses of any nature or kind incurred by the City that may result from the construction, maintenance, inspection, removal, and use of the Monument and any other matters arising directly or indirectly from this Agreement.

5. The Licencee agrees that all construction, maintenance, inspection, removal or otherwise dealing with the Monument shall be done above ground, and that no digging in excess of six (6") inches for any reason shall take place without the written consent of the City's Engineering & Planning Department.

6. The Licencee shall ensure that a four (4') foot buffer zone be extended back from the curb onto the City Property.

7. The Licencee shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the construction of the Monument and the use of the City Property during the Term, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee with such Laws, By-Laws, Rules and Regulations.

8. The Licencee shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the use of the City Property during the Term.

9. The Licencee shall indemnify and save harmless the City from all costs, liabilities and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Licencee's construction, maintenance, inspection, removal and use of the Monument on City Property, the intent being that the City shall be at no risk or expense to which it would not have been put had this Agreement not been entered into.

10. The Licencee shall not assign, transfer or make any other disposition of the Licence, or of the rights conferred thereby, without the prior written consent of the City.

11. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of the City Property, such that the removal of any portion of the Monument located on the City Property is required, the Licencee shall in no way restrict such access and/or removal of a portion or the entirety of the Monument, and the City and/or emergency personnel shall in no way be responsible for restoring the Monument to its condition prior to such access and/or removal of the Monument by the City and/or emergency personnel.

12. The Public Utilities Commission, Union Gas, Algoma Power Incorporated, Great Lakes Power, Bell Canada, and Shaw Communications Incorporated shall be hereafter referred to as the "Utility Companies". If, at the sole discretion of a Utility Company, the Utility Company requires access to any portion of the City Property, such that the removal of any portion of the Monument located on the City Property is required, the Licencee shall in no way restrict such access and/or removal of a portion or the entirety of the Monument, and the Utility Company shall in no way be responsible for restoring the Monument to its condition prior to such access and/or removal of the Monument by the Utility Company.

13. The Licencee shall not use or permit the use of the City Property for any purpose other than the purpose herein set out. The Licencee shall not erect any buildings or structures on the City Property other than those herein set out. The Licencee shall not alter the Monument in any way from its current appearance without the express written consent of the City's Engineering and Planning Department. The Monument's current appearance is shown in Schedule "B" to this Licence, and is described as a brick structure, with a granite faceplate indicating the owners and the address of the Rossi property, with a short light post extending from the top.

14. In the event that this Licence is terminated in accordance with paragraph 3, the provisions of paragraphs 4-13 inclusive of this Licence shall survive the termination of this Licence. Upon the termination of this Licence, the Licencee shall forthwith remove the Monument from the City Property at the Licencee's sole liability and expense. In the event that the Monument is not removed from the City Property to the satisfaction of the City within thirty (30) days of the

termination of this Licence, the City may do such work to remove the Monument as it deems necessary at the expense and risk of the Licencee.

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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-41

PROPERTY: (MAP 54) A by-law to declare the City owned property legally described as PIN 31593-0042 (LT) PCL 9516 SEC AWS; BLK 29 PL M391 KORAH; SAULT STE. MARIE being a 1' reserve in the Sharon Hill Subdivision as surplus to the City's needs and to authorize the disposition of the said property.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.0. 2001, c. 25, **ENACTS** as follows:

1. **LANDS DECLARED SURPLUS**

   The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

   The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 18th day of February, 2014.

_____

ACTING MAYOR – TERRY SHEEHAN

_____

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2014\2014-41 PROPERTY SALE OF 1' RESERVE SHARON HILL SUB.DOC

SCHEDULE “A” TO BY-LAW 2014-41

PIN 31593-0042 (LT) PCL 9516 SEC AWS; BLK 29 PL M391 KORAH; SAULT STE. MARIE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-43

AGREEMENT: (P1) A by-law to authorize an agreement between the City and Martin Rendl Associates for consulting services regarding the development of a new Comprehensive Signs By-law in the amount of $39,890 excluding HST.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and 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 effective as of February 18, 2014 between the City and Martin Rendl Associates, attached as Schedule "A" hereto. This agreement is for consulting services for the development of a new Comprehensive Signs By-law in the amount of $39,890 excluding HST.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 18th day of February, 2014.

ACTING MAYOR – TERRY SHEEHAN

CITY CLERK - MALCOLM WHITE

cf LEGAL\STAFF\BYLAWS\2014\2014-43 Agreement Martin Rendl Associates

Schedule "A"

AGREEMENT

AGREEMENT made in duplicate this 18th day of February, 2014

BETWEEN: The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

hereinafter referred to as the "Client"

and Martin Rendl Associates
35 Delburn Drive
Toronto, Ontario
M1V 1A8

hereinafter referred to as the "Consultant"

WHEREAS the Client has requested the Consultant to perform the services set out in Article II hereof in connection with the Project (as hereinafter defined) and the Consultant has agreed to perform such services on and subject to the terms and conditions of this Agreement;

NOW THEREFORE IN CONSIDERATION of the mutual promises hereinafter contained, the Client and the Consultant agree as follows:

Article I - DEFINITIONS:

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified unless the context otherwise specifies or requires:

(a) Project shall mean:

"New Comprehensive Sign By-law Study"

Article II - CONSULTING SERVICES:

The Consultant shall perform the services in connection with this Project as set out in the scope of services proposal received by the City of Sault Ste. Marie on December 10th 2013 and outlined in Appendix 'A' attached.

Article III - FEE BASIS:

The total fee for the Project shall be $39,890.00 including all disbursements.

Article IV - EXPENSES AND DISBURSEMENTS:

The Consultant shall be reimbursed for all expenses properly incurred in connection with the Project, at cost, including HST. These shall include, without limitation, items such as travel, lodging, printing, courier and long distance telephone charges.

Article V - PAYMENT OF FEES AND EXPENSES:

Payment of fees and expenses for services performed by the Consultant shall be made within 30 days of the invoice being received by the Client. Billing will be the following basis:

(a) 25% upon contract approval
(b) 50% upon completion of draft Final Report and By-law
(c) 25% upon completion of Final Report

Article VI - GENERAL TERMS AND CONDITIONS

1. Co-operation

(a) The Client shall give due consideration to all drawings, reports, proposals, advice and other information provided by the Consultant, and shall make any decision which is required within a reasonable time so as not to delay the work of the Consultant.

(b) The Client shall, at the request of the Consultant, provide the Consultant with all information documents and background reports relating thereto, necessary to carryout the assignment except insofar as the Consultant is expressly required to furnish the same under the terms thereof.

2. Fee for Additional and Special Services

Fees for Additional Work or Special Services provided by the consultant hereunder, if any, shall be arranged for under separate contract.

3. Compensation for Extra Work and Disbursements

If it shall become necessary for the Consultant to undertake any additional work, beyond those required and covered under this contract and as set out in Appendix A, the Client shall pay to the Consultant a fee for such charges or extra work calculated on a time basis, provided that prior to the commencement of such charges or extra work, the Consultant shall notify the Client in writing of this intention to carry out such extra work and that the Consultant shall keep separate cost records in respect to such charges or extra work and provided that prior to the commencement of such changes or extra work, written approval of the Client is obtained. The Consultant shall also be compensated for any travel expenses beyond those contemplated in this contract and as set out in Appendix A, provided that prior written approval of such expenses has been given by the Client.

4. Abandonment or Suspension

If the Project or any part thereof is abandoned at any stage prior to completion, at the request of the Client, or if any stage of the Consultant's work is unduly delayed for reasons beyond their control, the Client shall pay to the Consultant a fee for his completed services from the inception of the work calculated on the basis of the detailed budget provided by the Consultant dated December 10th 2013.

5. Ownership of Documents

Upon early termination of this agreement and settlement of accounts, or upon completion of the consultant's obligations under this agreement, all information, data, material sketches, plans and documents assembled or prepared by the consultant or its employees, whether in paper or computer format or otherwise for the purpose of this agreement shall thereupon become the sole property of the Client.

6. Limits of Liability

In undertaking this work, Martin Rendl Associates is released, indemnified and is held harmless by the City of Sault Ste. Marie and its partners in this assignment, from any and all claims, liabilities, costs and expenses arising out of or based upon:

(a) any misstatement or omission in any material, information or representation supplied or approved by the City of Sault Ste. Marie or its partners; or

(b) any other matter related to or arising out of this agreement, except to the extent finally determined to have resulted from the negligence, willful misconduct or fraudulent behaviour of Martin Rendl Associates.

In no event shall Martin Rendl Associates be liable to the City of Sault Ste. Marie or its partners whether the claim be in tort, contract or otherwise, for an amount in excess of the professional fees paid by the City of Sault Ste. Marie for this engagement to Martin Rendl Associates during the period commencing from the date of the offer of services, to the terms and conditions of this engagement.

7. Arbitration

(a) All matters in difference between the parties hereto in relation to this Agreement may be referred to arbitration under the laws of the project location.

(b) No person shall be appointed or 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 Consultant.

(c) The award of the arbitrator shall be final and binding upon the parties.

8. Assignment

(a) If a party to this Agreement who is an individual should desire to bring in a partner or partners, or if a party which is a partnership should desire to bring in a new partner or partners to share the benefit and burden to this Agreement, he or it may do so, but shall promptly notify the other party of such action and obtain his/her approval in writing before continuing work under this contract.

(b) Except as aforesaid neither partly shall assign this Agreement without the consent in writing of the other.

9. 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. No such information shall be used by the Consultant on any other project without approval in writing of the Client.

Article VII - DATE OF COMING INTO FORCE

This Agreement shall be deemed to have come into force on February 18th 2014.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above appearing.

CLIENT:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

ACTING MAYOR TERRY SHEEHAN

CITY CLERK MALCOLM WHITE

February 18, 2014
DATE

CONSULTANT:

MARTIN RENDL ASSOCIATES

DATE

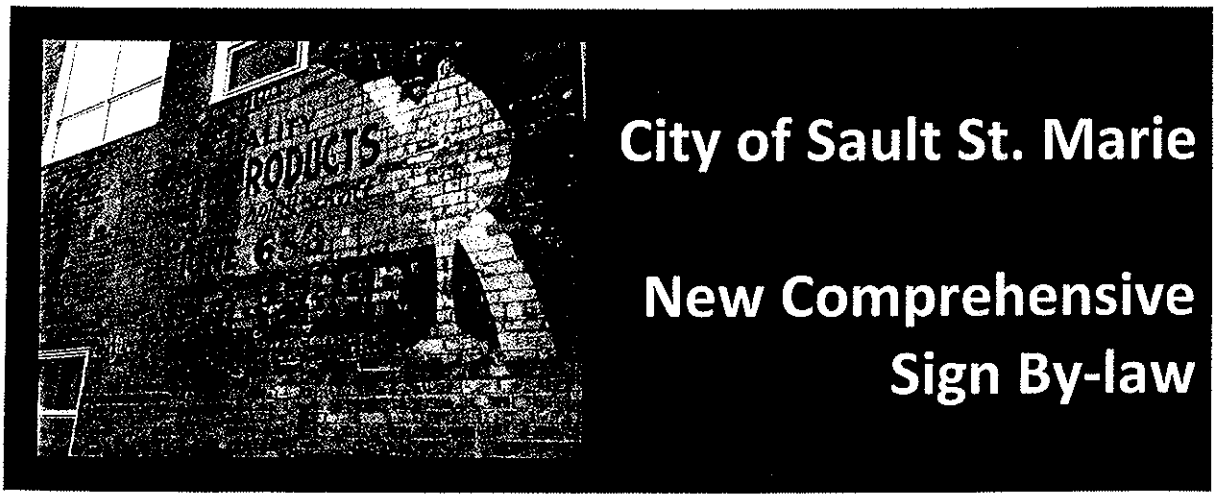


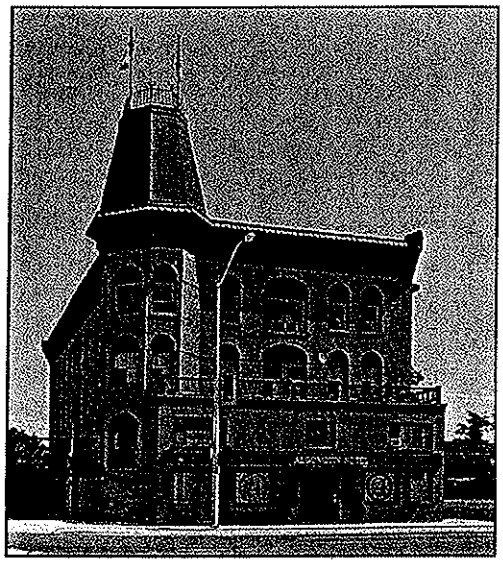
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3. Sign By-law Experience 2
4. Work Program 4
5. Schedule and Budget 8
6. Conclusion 10

Appendix: Curriculum Vitae,
Martin Rendl, MCIP, RPP

1. INTRODUCTION

Sault Ste. Marie's current sign by-law is By-law 2005-166 which was amended in 2012 by By-law 2012-206 to address digital signs.



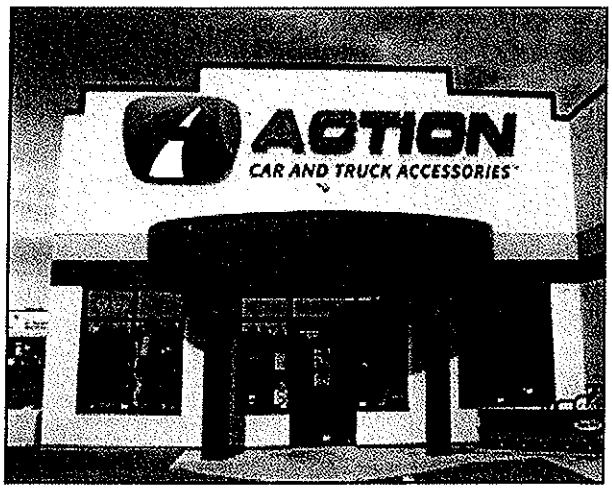
Sault Ste. Marie's sign regulations show their age. Many sections are poorly suited for dealing with current signage trends as well as issues of community appearance and economic development.

City Council has recognized the need to comprehensively review the sign by-law within the current context of Sault Ste. Marie in order to develop a sign by-law that addresses current needs and community objectives.

This proposal presents a work program to develop a new comprehensive sign by-law for Sault Ste. Marie. The approach and methodology for developing a new sign by-law follow the Terms of Reference issued by the City for the project.

2. APPROACH

The approach to developing a new comprehensive sign by-law for Sault Ste. Marie is focussed on tasks designed to meet the City's expected outcomes for the project.



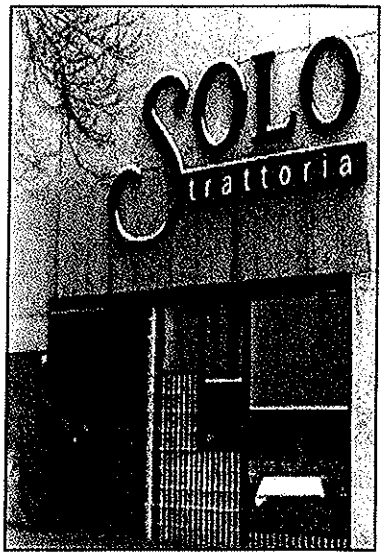
This will be achieved through a work program that is grounded in the considerable expertise of Martin Rendl Associates in municipal sign issues and sign by-laws. The design of the work program for Sault Ste. Marie has been informed by the insights and experience gained from similar projects successfully completed in other municipalities.

The study process is designed to achieve a shared understanding of the role of signs in a community, the scope for the extent to which signage is visually signage needs, issues and expectations by all stakeholders - the public, sign companies, City staff, City Council and special interests. Through a community based consultation program, the approach strives to develop a consensus on a new comprehensive sign by-law and other necessary measures to improve the current state of sign regulation in Sault Ste. Marie.

Details of the proposed work program and stakeholder involvement are provided in Section 4.

3. SIGN BY-LAW EXPERIENCE

Martin Rendl Associates is a planning consulting firm established in 1995. The firm's client base includes municipalities, public agencies, developers and citizen groups. Services include project management, feasibility studies, the full range of planning applications, planning reports and studies, expert land use planning evidence, and municipal sign studies.



Martin Rendl, MCIP, RPP, the firm's Principal, is a land use planner whose consulting practice includes the specialized area of sign studies including the preparation of comprehensive sign by-laws for municipalities across Canada.

Martin is the acknowledged leading Canadian consultant for municipal sign by-law studies. He has successfully completed sign studies and sign by-laws for the following municipalities:

City of Mississauga	■ Mobile Sign Study, 2000
	■ Sign By-law Review, 2002
Town of Oakville	■ Billboard Study, 2000
	■ Sign By-law Review, 2006
Town of Markham	■ Sign By-law Review, 2002
City of Hamilton	■ Signage Guidelines for Site Plan Manual, 2003
	■ Sign By-law Review, 2006
City of Burlington	■ Sign By-law Review, 2007
	■ Portable Sign Review, 2010
City of Toronto	■ Sign By-law Review, 2010
	■ Illuminated Signs Study, 2013
Municipality of Clarington	■ Sign By-law Review, 2008
Haldimand County	■ Sign By-law Study, 2008
City of Calgary	■ Billboard Policy Review, 2011
	■ Digital & Electronic Signs Review, 2011
City of Sault Ste. Marie	■ Digital Signs Study, 2011
Region of Niagara	■ Regional Sign By-law Review, 2013
City of Vancouver	■ Sign By-law Review, 2013

Martin has completed sign by-laws for municipalities with a combined population of 6.2 million persons. This illustrates the unmatched breadth of his sign by-law experience in municipalities of all types and sizes in several legal jurisdictions.

Martin Rendl Associates' resources related to signs and sign by-laws are extensive. They include over 100 sign by-laws from across North America, along with numerous sign design guidelines, specialized publications, court decisions, and sign related research. Sign studies can draw on a sizable photo library containing more than 4,000 images of signs.

Martin holds planning degrees from the University of Waterloo (B.E.S.) and the University of Toronto (M.Sc.(Pl.)). He is a Registered Professional Planner (RPP), a member of the Canadian Institute of Planners, the Ontario Professional Planners Institute, the American Planning Association, the Urban Land Institute, and Lambda Alpha International.

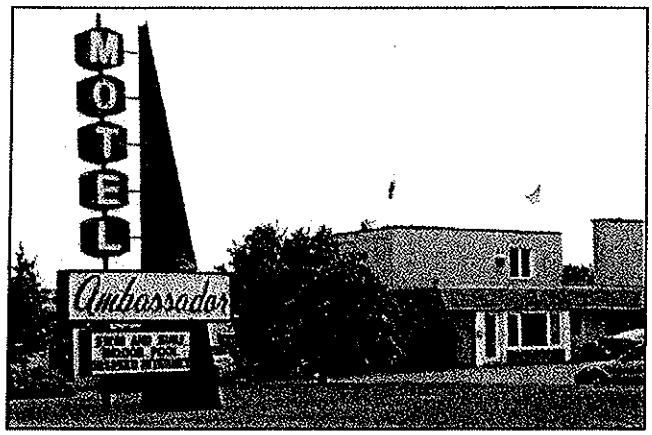
References for Martin Rendl and relevant projects are found below.

Project	Reference
• **New City of Toronto Sign By-law (2010)** • **Illuminated Signs Study (2013)**	Ann Borooah, MCIP, RPP Chief Building Official, City of Toronto 416-397-4446 aborooa@toronto.ca
• **Billboard Policy Review (2011)** • **Digital & Electronic Signs Review (2011)**	Ken Melanson, MCIP, RPP Project Planner, City of Calgary 403-268-3775 Ken.Melanson@calgary.ca
• **Sign By-law Review (2008)**	Faye Langmaid, MCIP, RPP Manager, Special Projects Branch Municipality of Clarington 905-623-3379 ext. 2407 flangmaid@clarington.net

Martin Rendl does not have any conflict of interest with respect to this project.

4. WORK PROGRAM

The work program is aimed at developing a new comprehensive sign by-law for Sault Ste. Marie, a by-law that:



- Balances the public interest with the interests of various stakeholders;
- Is a by-law that is easy to understand and administer;
- Provides a fair and consistent framework for the approval of sign applications;
- Promotes and supports visual quality in the aesthetics of Sault Ste. Marie, particularly in the downtown and in the City's gateway areas.

The City's Sign By-law Committee will act as the Steering Committee for the project. It will provide direction and input as the work progresses.

The work program is designed to achieve the City of Sault Ste. Marie's objectives for this project. It will proceed in three stages:

- Current State Analysis;
- Sign By-law Options;
- Recommended Sign By-law.

The work program provides for Martin Rendl to visit Sault Ste. Marie five times during the course of the project at critical project milestones.

4.1 Stage 1: Current State Analysis

The purpose of Stage 1 is to establish the base for a smooth running project and complete an analysis of the current state.

4.1.1 Start-up Meeting

Stage 1 will commence with a start-up meeting with City staff and the Sign By-law Committee. The purpose of the start-up meeting will be to:

- Confirm the work program and schedule;
- Identify key contacts and stakeholders;
- Confirm the public consultation program.

4.1.2 City Tour

We suggest that City staff and the consultant tour Sault Ste. Marie at the start of the project. The intent of this tour is to provide the consultant with first hand exposure to the range of signage issues in the City including matters such as good and bad signs, area specific issues, challenges and opportunities related to sign types, sign approvals and by-law enforcement. This field work will form an empirical information base on current conditions and issues for the current state analysis.

4.1.3 Current State Analysis

The bulk of Stage 1 will involve completing a current state analysis of signage in Sault Ste. Marie. This will include:

- Review of background information including existing sign by-laws, zoning by-law, streets by-law, urban design policies, and sign related programs;
- Assessment of existing types of signs and signage conditions in Sault Ste. Marie;
- Assembling an image bank of signs found in Sault Ste. Marie.

The current state analysis will provide a broad scale overview of signage issues in Sault Ste. Marie. It will identify issues arising from the current sign by-law, and gaps in current sign regulations related to signage needs, best practices, community appearance and city building objectives.

Looking beyond Sault Ste. Marie, municipal best practices related to signage will be identified. The focus will be on medium sized communities as well as those municipalities with issues also present in Sault Ste. Marie. Relevant signage trends from larger cities and the sign industry will also be considered for their potential relevance to Sault Ste. Marie now or in the future.

It may be appropriate in Stage 1 to conduct one or more focussed discussions and meetings with interest groups that have relevant involvement with signage in Sault Ste. Marie. This could include sign companies or business groups. The need for such input in Stage 1 and the appropriate groups to involve will be determined in cooperation with the Sign By-law Steering Committee at the outset of the project.

A summary of the Stage 1 findings will be prepared and reviewed with the Sign By-law Steering Committee. These findings and the other products of Stage 1 will form the information and analytical base for the subsequent work in Stages 2 and 3 developing a draft regulatory framework and a new comprehensive Sault Ste. Marie sign by-law.

Stage 1 Deliverables

- ✓ *Start-up meeting with Sign By-law Steering Committee*
- ✓ *Confirmed work program and schedule*
- ✓ *Base information for review and analysis*
- ✓ *City tour related to signs*
- ✓ *Summary of analysis, best practices, regulatory options based on findings*
- ✓ *Review of findings with Sign By-law Steering Committee*

4.2 Stage 2: Draft Regulatory Approach

In Stage 2 options for sign by-law regulations will be presented based on the needs identified and the findings made in Stage 1. A draft regulatory framework will be developed to explain the options and help stakeholders understand how signs in Sault Ste. Marie can be regulated in a manner that is consistent with community values and objectives.

The draft regulatory framework will outline the following components:

- Sign by-law format;
- Types of signs regulated;
- Performance standards for signs (e.g., location, number, size, height, separation, illumination, public safety);
- Aesthetic considerations;
- Approval processes (e.g., sign permits, variances, linkage to other municipal approvals);
- Sign by-law enforcement.

Municipal sign by-laws operate across a wide continuum of regulations that range from restrictive to permissive. This helps to explain observed differences in the appearance of communities and the varying levels of visual quality found in commercial and other areas where signs are found.

For example, persons often base their positive or negative assessment of a community on the amount and quality of signs they see and the extent to which signs contribute to or detract from the community's appearance and visual character. In the end, each community adopts sign regulations that correspond with its expectations, priorities, and sense of community values.

As a context for considering the draft regulatory framework for signs, the aesthetic results of various approaches to regulating signs will be illustrated to promote understanding and consideration of the alternatives.

The draft regulatory framework will be reviewed with the Sign By-law Steering Committee for its comment. Following this, a summary of the findings from Stage 1 and the draft regulatory framework will be presented at an Open House to obtain public input and comment.

Stage 2 Deliverables

✓ *Draft regulatory framework*
✓ *Review with Sign By-law Steering Committee*
✓ *Public open house No. 1*
✓ *Public comment and input*

4.3 Stage 3: Development of a Comprehensive Sign By-law

Stage 3 will develop a draft sign by-law, solicit comment on the draft by-law, and present a final comprehensive sign by-law for Sault Ste. Marie to pass and enact.

The draft sign by-law will be reviewed with the Sign By-law Steering Committee. Following this, an open house will provide an opportunity for the stakeholders to become familiar with the draft sign by-law, ask questions, and provide comments and input.

Following this, a final report summarizing the study process will be prepared as background and support for the final comprehensive sign by-law that will be presented to Sault Ste. Marie Council for its consideration and potential approval.

As per the Terms of Reference, the City will receive 25 hard copies of the final report, one electronic copy of the final report, 10 hard copies and five electronic copies of the sign by-law.

Presentation of the new comprehensive sign by-law in Stage 3 will mark completion of the project.

Stage 3 Deliverables

- ✓ *Draft sign by-law*
- ✓ *Review of draft sign by-law by the Sign By-law Committee*
- ✓ *Public open house No. 2*
- ✓ *Final report*
- ✓ *New sign by-law*
- ✓ *Presentation of new sign by-law to Sault Ste. Marie Council*

5. SCHEDULE AND BUDGET

The study process follows the five month schedule set by the City with a final report and new sign by-law targeted for presentation to City Council on June 9, 2014.

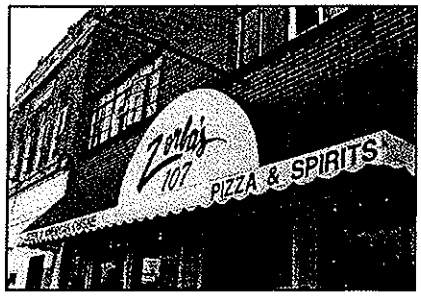


Table 1 illustrates the study schedule assuming a January 24, 2014 award and a February 2014 project start. The final schedule will be determined in consultation with City staff at the time of project award.

Table 1: New Sign By-law Schedule

TASKS		February				March				April					May				June	
	Week	1	2	3	4	5	6	7	8	9	1	3	4	5	1	2	3	4	1	2
Stage 1	Start-up meeting, City tour																			
	Current State Analysis																			
Stage 2	Draft Regulatory Framework																			
Stage 3	Draft Sign By-law																			
	Final Report and New Sign By-law																			
	Presentation fo Council																			
	Sign By-law Steering Committee Meetings	*		*				*								*				
	Public Open Houses								*								*			

The work program and schedule provide for the consultant to be present in Sault Ste. Marie five times during the course of the project as follows:

- Stage 1:
  - Start-up Meeting, City Tour, Local Research (February)
- Stage 2:
  - Sign By-law Committee Meeting (March)
  - Open House No. 1 (March)
- Stage 3:
  - Open House No. 2 (May)
  - City Council Meeting (June)

When the consultant is not in Sault Ste. Marie, coordination of the project with City staff can be achieved from a distance through conference calls, email distribution of documents, and other mutually satisfactory methods. Wherever possible, meetings and other events will be consolidated as appropriate, to coincide with consultant visits to Sault Ste. Marie in order to maximize productivity and efficiency.

Table 2 outlines a project budget itemized to correspond with the tasks of the work program and estimates of the time to be spent on each stage of the review.

Table 2: New Sign By-law Budget

TASK		Martin Rendl	Total
Stage 1	Project Start-up	35	35
	Current State Analysis	22	22
Stage 2	Draft Regulatory Framework	42	42
Stage 3	Draft Sign By-law	42	42
	Final Report and Sign By-law	30	30
	Council Presentation	10	10
	Total Hours	181	181
	Hourly Rate	$190	-
	Total Fees		$34,390
	Expenses		$5,500
	Total Budget		$39,890

The expenses allowance includes travel, accommodation, meals, printing and other reasonable disbursements related to the project.

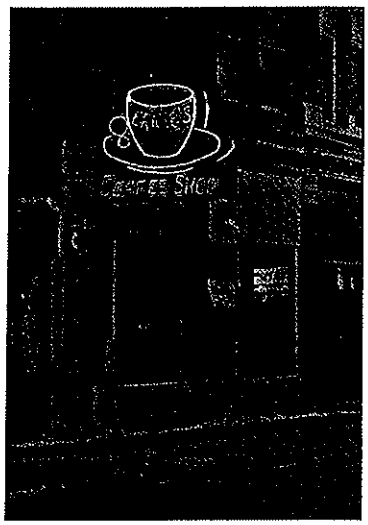
As per the Terms of Reference, the project budget does not include HST which is extra.

The City of Sault Ste. Marie is responsible for all arrangements and expenses related to the rental of venues for the open houses.

Except for the printed deliverables stipulated in the Terms of Reference, the City is responsible for printing materials that will be distributed during the project, for example at open houses. The consultant will supply originals of the documents and materials to the City.

The City is responsible for obtaining legal advice regarding sign by-law issues as necessary, including review of the draft sign by-law prepared by the consultant.

6. CONCLUSION



This proposal presents a work program for the comprehensive review of Sault Ste. Marie's current sign by-laws. The review is designed to provide Sault Ste. Marie with objective and practical advice on a appropriate regulatory framework and new sign by-law.

The tasks and deliverables of the work program will address current sign issues and needs in Sault Ste. Marie. The consultation program is driven by the goal of building understanding of sign issues and consensus on solutions and new regulations.

Martin Rendl Associates has considerable experience in the review and preparation of municipal sign by-laws. This expertise will benefit the review, enhance its credibility, and provide a solid base for recommendations.

The proposed work program will deliver sound and appropriate recommendations for the future regulation of signs in the City of Sault Ste. Marie.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-44

AGREEMENT: (H1.16) A by-law to authorize an agreement between the City and School Boards' Co-operative Inc. for Workers' Compensation services which include providing advice and direction to the City, liaising with relevant Ministries, case analysis/presentation and representation at WSIB Tribunal Hearings.

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 Acting 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 between the School Boards' Co-operative Inc. and The Corporation of the City of Sault Ste. Marie for a period of three (3) years from January 1, 2014 to December 31, 2016 for Workers' Compensation services which include providing advice and direction to the City, liaising with relevant Ministries, case analysis/presentation and representation at WSIB Tribunal Hearings.

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 18th day of February, 2014.

_____

ACTING MAYOR – TERRY SHEEHAN

_____

CITY CLERK - MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2014\2014-44 WORKERS COMP EXECUTION .DOC

WORKERS' COMPENSATION SERVICES AGREEMENT

Schedule "A"

THIS AGREEMENT is made as of the day of January, 2014

B E T W E E N:

SCHOOL BOARDS' CO-OPERATIVE INC.
55 Commerce Valley Drive West, Suite 550
Markham, ON L3T 7V9
("**SBCI**")

-and-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, ON P6A 5N1
("**EMPLOYER**")

WHEREAS SBCI is a consulting firm which provides members with advice, guidance and consulting services to address the health and safety challenges that arise in their respective organizations;

AND WHEREAS the Employer is interested in entering into a contractual relationship with SBCI for the provision of consulting services to address the health and safety issues that arise in its workplace,

NOW THEREFORE IN CONSIDERATION OF the mutual covenants and promises contained in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby mutually acknowledged), the Parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

1.1 DEFINITIONS

Whenever used in this Agreement, including the Recitals, this Article 1, and any Schedule to this Agreement, the following words and terms shall be defined and have the meaning as follows:

"Agreement" means the body of this Agreement and all Schedules attached hereto;

"Claim" means a claim made by an Employee, pursuant to the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c. 16;

"Confidential Information" means all information or data, in any format, concerning a Party and its business and affairs, any information about this Agreement or its terms, any information not generally known to any other person which gives the Party any advantage in its business and/or operations or which the Party regards as confidential information, and which it either identifies to the receiving Party as such or which could reasonably be viewed and anticipated by the receiving Party as such, and any information relating to the Party's financial statements, business plans, procedures, strategies, methods, practices, systems, subsidiaries or Affiliates, or customers, but does not include information which (i) is or becomes generally available to the public through no act or failure to act by the receiving Party, and not in violation of confidentiality obligations herein, or (ii) subsequently becomes available to the public through means other than disclosure by the receiving Party or any person to whom the receiving Party has disclosed the information contrary to this Agreement, and not in violation of confidentiality obligations herein, or (iii) is subsequently disclosed to the receiving Party on a non-confidential basis by a third party who has not been identified to the receiving Party as an agent of the disclosing Party, and not in violation of confidentiality obligations herein. For greater certainty, the Confidential Information of the Employer includes Management Reports, recommendations, advisory, opinions and statements provided by SBCI to the Employer in relation to SBCI's performance of the Services. However, Confidential Information does not include information that the Employer is an SBCI client, and that SBCI provides the Employer with Services;

"Effective Date" means the 1st day of January, 2014;

"Employees" means those employees of the Employer employed in Ontario who are eligible for coverage under the WSIA;

"Employer" means The Corporation of the City of Sault Ste. Marie;

"Employer's Premises" means the lands and premises located at 99 Foster Drive, Sault Ste. Marie, Ontario, to which lands and premises the Employer is the registered owner;

"Fees" means the amounts payable by the Employer, from time to time to SBCI for the provision of the Services, the maximum which is set forth in Schedule "B" and includes, where applicable, any out of pocket expenses or disbursements incurred by SBCI for which it is to be reimbursed by the Employer in the manner described in Schedule "B";

"MFIPPA" means *Municipal Freedom of Information and Protection of Privacy Act,* R.S.O. 1990, C.M.56;

"Notice" shall mean any notice, statement, recommendation, report, advisory, invoice or any other communication given or made by a Party to the other Party under this Agreement;

"Party" means, in the singular, one of, and in the plural collectively both of, the Parties to this Agreement and shall include their respective successors and permitted assigns;

"Services" means any services, tasks, advice, direction, communications, attendances, products, installation, maintenance, training and support services to be provided by SBCI as described in Schedule "A" to this Agreement;

"Term" has the meaning set out in Article 2 of this Agreement;

"Third Party/Third Parties" means experts to be retained by SBCI as expressly authorized by the Employer in advance in the manner specified in the Agreement hereto, and shall include private investigators, ergonomists, medical specialists and other professionals retained to assist in the management of complex WSIB claims;

"**WSIA**" means the *Workplace Safety and Insurance Act, 1997, S.O. 1997*, c. 16;

"**WSIAT**" means the Workplace Safety and Insurance Appeals Tribunal; and

"**WSIB**" means the Workplace Safety and Insurance Board.

ARTICLE 2
TERM

2.1 This Agreement shall be in effect for a term of three (3) years, commencing on January 1, 2014 and ending on December 31, 2016 (the "Term").

2.2 The Parties hereto acknowledge and agree that the Employer shall have the right to extend the Agreement beyond the Term for one (1) option year commencing January 1, 2017 to December 31, 2017 (the "Renewal Term"). The decision to extend the Agreement for the Renewal Term shall be confirmed in writing by the Employer and given as notice to SBCI at least ninety (90) days before the expiry date of the Term of this Agreement.

2.3 The Parties hereto acknowledge and agree that in the event that the Employer exercises its right to extend the Agreement for the Renewal Term as set out above, the terms and conditions of this Agreement shall remain the same as set out herein.

ARTICLE 3
SERVICES PROVIDED BY SBCI

3.1 SBCI shall complete and perform the Services in a good, professional and skilled manner to the satisfaction of the Employer.

3.2 SBCI shall provide all that is necessary and required to perform the Services set out in this Agreement, including but not limited to such necessary and required personnel, labour, materials, equipment, and resources. SBCI shall be solely responsible for all activities, costs, liabilities and expenses related directly and/or indirectly to the Services, including but not limited to all operating expenses and membership fees in any professional association or body incurred by SBCI, its permitted assigns and any Third Parties who indirectly or directly provide the Services required by this Agreement.

3.3 SBCI shall coordinate arrangements through the Employer's Commissioner of Human Resources prior to any attendance by SBCI's staff, permitted assigns and any Third Parties at the Employer's Premises. SBCI further acknowledges and agrees that when accessing an Employer's Premise, SBCI, its permitted assigns and any Third Parties shall not unduly interfere with or interrupt the normal business operations of the Employer.

3.4 SBCI shall keep the Employer informed of the status of the Services and of any occurrences which adversely affect the Employer's interests.

3.5 SBCI shall obtain the Employer's prior express written consent prior to performing any additional Services outside of the scope of this Agreement and any Services that are not included in the Fees set out in Schedule "B" to this Agreement (the "Additional Services"). The Parties hereto acknowledge and agree that no Additional Services shall be authorized or paid for by the Employer without a full written quotation being supplied for any such Additional Services and without such prior express written consent being provided by the Employer.

3.6 SBCI shall further obtain the Employer's prior express written consent prior to retaining any Third Parties to perform Services outside of the scope of the Services set out in Schedule "A" hereto, which the SBCI acknowledges shall be provided by SBCI or its permitted assigns. SBCI shall not retain a Third Party nor shall the Employer be responsible to pay any Third Party expenses without SBCI providing the Employer with a full written quotation for such Third Party services and without the Employer providing its prior express written consent to the expense and the retaining of the proposed Third Party.

3.7 SBCI shall fully uphold the WSIA at all times during the duration of this Agreement and when engaged in Services within the Employer's Premises. SBCI shall further ensure that SBCI's staff, its permitted assigns and any Third Parties abide by the rules and regulations of the Employer. SBCI shall ensure that its staff, permitted assigns and Third Parties attend any orientation meeting, highlighting the health and safety requirements of the Employer, if so required by the Employer.

3.8 SBCI shall ensure that its staff, permitted assigns and Third Parties follow the requirements of the MFIPPA to ensure privacy laws are conformed to for all matters arising directly or indirectly from this Agreement.

ARTICLE 4
THE EMPLOYER'S OBLIGATIONS

4.1 The Employer shall pay to SBCI the Fees for the Services performed by SBCI under this Agreement in accordance with Article 5 herein.

4.2 The Employer shall arrange and make provision for SBCI's entry and ready access to the Employer's Premises as necessary to enable SBCI to perform the work.

4.3 The Employer shall give prompt written notice to SBCI whenever it becomes aware of any defects or deficiencies in the Services.

4.4 The Employer shall instruct SBCI fully in writing of any Additional Services required outside of the scope of Services contemplated in this Agreement prior to such Additional Services being completed by SBCI.

ARTICLE 5
FEES AND PRICING

5.1 The Employer shall pay to SBCI the Fees for Services provided by SBCI and its permitted assigns in the amounts and at the times set out in Schedule "B" inclusive of all fees, expenses, disbursements,

travel, out of pocket and any other mutually approved costs whatsoever, and exclusive of any applicable Harmonized Sales Tax.

5.2 The Parties hereto acknowledge and agree that the maximum costs payable by the Employer to SBCI for all Services to be provided by SBCI and its permitted assigns pursuant to this Agreement for the Term, and Renewal Term, if applicable, is as set out in Schedule "B" to this Agreement, plus any applicable Harmonized Sales Tax.

5.3 The Parties hereto further acknowledge and agree that the total costs payable by the Employer for any Approved Services is the total amount so approved by the Employer and authorized by express prior written consent as set out in Article 3.5 in this Agreement.

5.4 The Parties hereto further acknowledge and agree that the total costs payable by the Employer for any Third Party expenses is the total amount so approved by the Employer and authorized by express prior written consent as set out in Article 3.6 in this Agreement.

5.5 The parties hereto further acknowledge and agree that other than the costs referred to in Articles 5.1, 5.2 5.3 and 5.4 herein above, SBCI shall be responsible for any and all other costs and/or and expenses related directly or indirectly to this Agreement.

5.6 SBCI shall invoice the Employer for the Services, Additional Services and Third Party services performed under this Agreement in the previous thirty (30) days. Such invoice shall separately set out the Services, Additional Services and Third Party services provided by SBCI to the Employer and shall further separately set out the applicable Harmonized Sales Taxes payable by the Employer.

5.7 Each SBCI invoice shall be due no later than the 30th day following date of invoice. Where the Employer has any objections or disputes about an invoice, it shall provide Notice of its objections or disputes to SBCI before the 10th Business Day following receipt of the invoice. If the Employer so notifies SBCI, the objected or disputed portion of the invoice is not due until the objection or dispute is satisfactorily resolved between the Parties.

ARTICLE 6
ASSIGNMENT

6.1 The Parties hereto acknowledge and agree that neither Party may assign this Agreement in any manner without the prior express written consent of the other Party.

6.2 Notwithstanding anything to the contrary contained herein, the Parties hereto acknowledge and agree that SBCI shall contract with a lawyer or paralegal licensed by the Law Society of Upper Canada to represent the Employer before the WSIB and WSIAT.

6.3 SBCI shall use reasonable efforts to ensure that that any lawyer or paralegal it contracts with to represent the Employer as set out in Article 6.2 above is competent, experienced in the workers' compensation field and properly insured as required by the Law Society of Upper Canada. If at any time the Employer is not satisfied with the performance of Services, the Employer shall give SBCI notice of the Employer's concerns and SBCI shall in turn take such necessary steps to require the lawyer or paralegal to address the Employer's concerns. If the Employer remains unsatisfied with the performance of the Services, the Employer shall give SBCI notice that the performance of Services remains unsatisfactory, and SBCI shall forthwith terminate the contractual relationship with the said third party lawyer or paralegal at no liability, cost or expense to the Employer.

ARTICLE 7
REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 Each of the Parties represents and warrants to the other Party that:

(a) it has full legal power and authority to execute, deliver and perform its covenants under this Agreement; and

(b) this Agreement has been duly authorized, executed and delivered by it, and is a legal, valid and binding obligation on it.

7.2 SBCI represents, warrants and covenants to the Employer that:

(a) it has all licenses and authorizations required by all applicable laws to perform the Services under this Agreement;

(b) on any correspondence in regard to its Services hereunder, SBCI shall be identified as a Service Provider of the Employer; and

(c) all individuals employed by SBCI are competent, duly authorized, qualified, licensed (where required) and insured to perform the Services.

7.3 The Employer represents, warrants and covenants to SBCI that it shall communicate to its employees and Unions the role of SBCI with respect to this Agreement.

ARTICLE 8
RELATIONSHIP AND AUTHORITY

8.1 The Parties hereto acknowledge and agree that in performing the Services, SBCI, any permitted assigns and any Third Party shall be acting as an independent contractor to the Employer. Neither Party, permitted assign or Third Party shall be the agent or employee of the other Party.

8.2 The Parties hereto further acknowledge and agree that this Agreement does not create any master and servant or partnership relationship between the Employer and SBCI, any permitted assign and any Third Party.

8.3 Neither Party shall have authority to incur any obligation, contractual or otherwise, in the name of or on behalf of the other Party, unless provided under this Agreement or any subsequent mutual agreement of the Parties. SBCI shall have the sole authority to control and direct the performance of its staff, permitted assigns and the Third Parties and the manner in which the Services are performed and undertakes to ensure such direction and the performance of Services shall be in accordance with this Agreement.

8.4 SBCI shall be liable for all acts and omissions of its staff, permitted assigns and all Third Parties.

ARTICLE 9
TERMINATION

9.1 Either Party may terminate this Agreement without notice upon the occurrence of any of the following:

(a) any act of fraud or wilful misconduct or a breach of the covenants in Article 7 by the other Party, permitted assigns or Third Parties;

(b) if the other Party is in default of any term, condition or obligation hereunder (other than that set out in paragraph (a) above) and fails to remedy such default within five (5) days (where such default is the failure to pay any amount owing hereunder to the other Party) or thirty (30) days (in respect of any other defaults) from the date of receipt of Notice to remedy the same given by the non-defaulting Party;

(c) if any representation or warranty by the other Party is untrue or misleading in any material respect; or

(d) if the other Party makes a general assignment for the benefit of its creditors, files or presents a petition, makes a proposal or commits any act of bankruptcy, or if any action is taken for the winding up, liquidation or the appointment of a liquidator, trustee in bankruptcy, custodian, curator, receiver, or any other officer with similar jurisdiction, or if the other Party is insolvent, declared bankrupt, or ceases to carry on business.

9.2 The rights of a Party to terminate under this Agreement shall be in addition to and without prejudice to any other rights of the Party arising pursuant to this Agreement at law or in equity.

9.3 The termination of all or any part of this Agreement shall not affect or prejudice any rights or obligations which have accrued or arisen under this Agreement prior to the effective time of termination and those rights and obligations shall survive the termination of this Agreement.

9.4 Upon the request of the Employer on the termination of this Agreement, SBCI shall provide such transition services as requested by the Employer in effecting an orderly transition and migration from SBCI to the Employer, or to a third party designated by the Employer.

9.5 If the Employer requests that all active WSIB Claims be transitioned to a third party, the Employer shall provide SBCI with written consent and a direction to transfer all active WSIB Claim material, including medical documentation, to the designated third party. Upon receipt of such direction and consent, SBCI shall forthwith transfer all active WSIB Claim materials to the designated third party at no cost to the Employer.

ARTICLE 10
CONFIDENTIALITY AND PRIVACY

10.1 The Parties acknowledge and agree that:

(a) SBCI and any lawyer or paralegal retained by SBCI to provide the Services set out in this Agreement shall have access to the Employer's WSIB claim information in order to provide Services; and

(b) the Employer is subject to MFIPPA which imposes certain obligations on the Employer and its service providers in relation to its collection, use and disclosure of personal information.

10.2 SBCI shall at all times be responsible for keeping confidential, any files, data and other forms of information belonging to the Employer that is encountered while fulfilling the Services and any other matters related directly or indirectly with this Agreement by SBCI, its permitted assigns and any Third Party. SBCI shall take all necessary measures to guard any such information to ensure that it is kept secure at all times in compliance with MFIPPA and the recommendations of the Ontario Information and Privacy Commissioner. Should it be necessary to remove information or systems which contain information from the Employer's Premises, SBCI shall take additional precautions during transportation and at SBCI's premises to make certain that the information is not accessed by or transmitted to a third party, either directly or indirectly. SBCI shall ensure that its staff, permitted assigns and Third Parties shall not view information contained on any system that is not absolutely necessary in order to complete the task assigned. Further, SBCI shall ensure that its staff and subcontractors shall not copy, share or transmit any of the Employer's information without seeking the written consent of the Employer.

10.3 Article 10.2 above shall not limit the right of the Employer or other Party to seek remedy via any municipal provincial or federal legislation guarding against the release of private or sensitive information.

10.4 SBCI shall ensure that its staff, permitted assigns and all Third Parties hall follow the privacy provisions contained in the WSIA, relevant WSIB and WSIAT policies and only utilize WSIB claim information for legitimate WSIB purposes such as investigating WSIB claims and representing the Employer before the WSIB and WSIAT.

ARTICLE 11
INDEMNITY AND INSURANCE

11.1 The Parties hereto acknowledge and agree that:

(a) each Party shall indemnify and save the other Party harmless from any and all litigation claims which the other Party may hereafter incur, suffer or be required to pay arising out of the disclosure or use of the other Party's Confidential Information by itself or by those for whom at law they are responsible in breach of this Agreement; and

(b) each Party shall indemnify and save the other Party harmless from any and all litigation claims which the other Party may hereafter incur, suffer or be required to pay arising out of the disclosure or use of Employee Confidential Information by the Party or by those for whom at law they are responsible in breach of this Agreement.

11.2 SBCI shall:

(a) indemnify and save the Employer, including the Employer's elected officials, officers, employees, agents and contractors from and against any loss, cost (including without restriction legal costs on a substantial indemnity basis) and/or expense incurred by the Employer, because of any demand, action or claim brought against the Employer as a result of any loss of or damage to property, personal injury or death, or any other losses or damages, both direct or indirect including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with this Agreement;

(b) release and forever discharge the Employer, including its elected officials, officers, employees, agents and contractors; and the Employer further agrees that notwithstanding anything to the contrary contained herein, the Employer, including its elected officials, officers, employees, agents and contractors shall not be liable to SBCI or to anyone for whom SBCI may be in law responsible for any loss of or damage to property, personal injury or death, or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses howsoever and whatsoever incurred, suffered or sustained by SBCI or any of SBCI's staff, permitted assigns and/or Third Parties in relation to or in connection with any matters under this Agreement.

(c) assume all financial and any other liability with respect to work place accidents and illnesses for its staff, permitted assigns and Third Parties that occurred while performing Services or otherwise related directly or indirectly to matters set out in this Agreement, and SBCI shall further hold the Employer, including the Employer's elected officials, officers, employees, agents and contractors harmless from and against any loss, cost (including without restriction legal costs on a substantial indemnity basis) and expense incurred by the Employer, because of any demand, action or claim brought against the Employer as a result of any work related injury, loss of or damage to property, personal injury or death, suffered by any of SBCI's staff, permitted assigns and Third Parties during the completion of this Agreement regardless of the cause.

(c) During the length of the Agreement, SBCI shall carry third party commercial general liability insurance issued by an insurer licensed to do business in Ontario, insuring all claims for damage to property, personal injury or death or any other losses or damages, both direct or indirect, including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with this Agreement in an amount not less than Five ($5,000,000.00 CDN) Million Dollars per incident. SBCI shall file a copy of the Certificate of Insurance, satisfactory to the Employer, confirming such coverages and endorsed to provide thirty (30) days' notice of expiration, revocation, cancellation or amendment with the Legal Department of the Employer. The Parties further acknowledge and agree that the amount and type of insurance required to be carried by SBCI pursuant to this Agreement shall be reviewable by the Employer and subject to adjustment at the request of the Employer during the duration of this Agreement.

11.3 Each Party shall notify the other of any actual claim or legal action arising from this Agreement no later than five (5) Business Days from the date of service of a statement of claim or other originating process.

11.4 In no event shall one Party be liable to the other for lost business revenue, lost profits, failure to realize expected savings, business interruption or loss of business opportunity arising out of or in any way related to this Agreement or arising out of or in any way related to the Services, in whole or in part, even if it has been advised of the possibility of such damages.

ARTICLE 12
INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

12.1 Except as provided in this Agreement, neither SBCI nor the Employer may use each other's marks or intellectual property, in any jurisdiction, without the express written consent of the other Party, which may be arbitrarily withheld.

12.2 As between SBCI and the Employer, all trade secrets, methodologies, processes, ideas, concepts and know-how used in the provision of the Services by SBCI are the sole and exclusive property of SBCI. All rights in such proprietary rights, technology or materials not expressly granted to the Employer

herein are reserved to SBCI and the Employer shall have no right, title, or interest in such proprietary rights, technology or materials. Notwithstanding the foregoing and for greater certainty, all reports, assessments, recommendations, advisory and Management Reports provided by SBCI to the Employer are the sole and exclusive property of the Employer.

12.3 SBCI acknowledges and agrees that this Agreement in no way confers any rights, benefits or title in any way to SBCI of any Employer's Premises and any part thereof are the property, title and rights of the Employer. The parties hereto further acknowledge and agree that any and all WSIB Claim information, including medical documentation, assessments, recommendations, advisory and Management Reports made or requisitioned during the duration of this Agreement are the property of the Employer and shall be forthwith provided to the Employer at the termination of this Agreement, at no cost to the Employer.

ARTICLE 13
GENERAL

13.1 **Notices** All Notices from a Party to the other shall, except as provided otherwise, be in writing and be sent to the other Party at the address set forth below. Any such Notice shall be deemed to have been validly and effectively given if personally delivered, on the date of such delivery if such date is a Business Day and such delivery was made prior to 4:00 p.m. (Eastern Standard Time) and otherwise on the next Business Day, or if transmitted by facsimile or other electronic means or by overnight courier on the Business Day following the date of transmission or following the date the courier was sent out, as applicable. Any Party may change its address for service from time to time by Notice in accordance with the foregoing and any subsequent Notice shall be sent to such Party at its changed address.

TO SBCI:

55 Commerce Valley West, Suite 550
Markham, ON L3T 7V9
Attention: Brian Brown

TO EMPLOYER:

99 Foster Drive, P.O. Box 580
Sault Ste. Marie ON P6A 5N1
Attention: Peter Niro, Commissioner of Human Resources

13.2 **Amendments** No amendment of any provision of this Agreement, including Schedules "A" and "B" shall be of any force or effect unless it is in writing, expressly stated to be a waiver or amendment of a specific provision of this Agreement and signed by both SBCI and the Employer.

13.3 **Waiver** The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall not affect in any way the full right to require the performance at any subsequent time. The waiver by either Party of a breach of any provision of this Agreement shall not be taken or held to be a waiver of the provision itself, an approval of or acquiescence in any breach thereunder, or a subsequent breach of the same provision. Any course of performance shall not be deemed to amend or limit any provision of this Agreement.

13.4 **Force Majeure and Restricted Performance** No Party shall be liable, in damages or otherwise, for any delay or failure to perform its obligations under this Agreement if such delay or failure occurs as a consequence of, or is attributable to, any contingency beyond its reasonable control including acts of God, war, explosion, fire, flood, industrial or civil disturbance, armed conflict, government regulations (whether or not valid), and/or market conditions. The Party experiencing any delay or failure as a result of any such contingency shall:

(a) provide prompt notice thereof to the other Party;

(b) use reasonable efforts to either remedy the delay or failure or to establish a workaround plan to remedy the delay or failure in a manner which minimizes the disruption to the other Party and then forthwith proceed to implement and complete such workaround plan; and

(c) use reasonable efforts to eliminate the contingency causing the delay or failure.

13.5 **Entire Agreement** This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof. The Parties further acknowledge and agree that the Agreement supersedes and replaces all previous documents, writings and agreements of the Parties, whether written or oral, with respect to the subject matter hereof and no other terms, conditions or warranties, whether expressed or implied, shall form a part thereof. The Parties hereto acknowledge and agree that all references to the word Agreement herein include the recitals and Schedules "A" and "B" inclusive appended hereto.

13.6 **Proper Law** This Agreement shall be governed by, construed under, and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein without reference to its conflicts of laws principles. The Parties hereby attorn to the exclusive jurisdiction of the courts of the said Province with respect to all matters arising out of or relating to this Agreement. This Agreement shall be treated in all respects as an Ontario contract.

13.7 **Survival** The Parties hereby agree that Articles 1, 3-11 inclusive shall survive termination of this Agreement.

13.8 **Enurement** This Agreement shall enure to the benefit of and be binding on the Parties and their respective successors and permitted assigns.

13.9 **Counterparts** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

13.10 **Electronic Signatures** Delivery of an executed counterpart of this Agreement by facsimile or transmitted electronically in a portable document format ("PDF") shall be equally effective as delivery of a manually executed counterpart of this Agreement and the imaged signature of each Party shall be binding on all Parties as if it was their original signature.

13.11 **Time** Time is of the essence in this Agreement.

13.12 **Interpretation** (a) Words in the singular include the plural and vice versa and words in one gender include all genders. (b) "Including" or "includes" means "including (or includes) but not limited to" and shall not be construed to limit any general statement preceding it to the specific or similar items or matters immediately following it.

13.13 **Compliance with Laws** Each Party shall comply with all applicable laws governing it and its performance of this Agreement.

13.14 **Currency** Unless otherwise stated, all dollar amounts referred to in this Agreement are in Canadian dollars.

13.15 **Further Assurances** The Parties agree to execute and deliver such further deeds, documents and writings as may be necessary to give full effect to the provisions of this Agreement.

13.16 **Severability** Should any term or provision of this Agreement be found to be void or unenforceable by a court of competent jurisdiction, such term or provision shall be deemed to have been severed from this Agreement and the Parties shall remain bound by all of the remaining terms and provisions hereof.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date and year first above-written.

Signed at Markham, Ontario

On February 6, 2014

SCHOOL BOARDS' CO-OPERATIVE INC.

Per:

B.R. Brown

Brian Brown
Chief Executive Officer

I have the authority to bind SBCI

Signed at Sault Ste. Marie, Ontario

On February 18, 2014

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:

Terry Sheehan, Acting Mayor
~~Debbie Amaroso~~
~~Mayor~~

-and-

Malcolm White
City Clerk

We have the authority to bind the Employer

Schedule A
SBCI's Health & Safety and Workers' Compensation Services

Health & Safety (Prevention)

SBCI aims to assist its members to develop the in-house expertise to handle most day to day health and safety issues on its own. We are here to help with advice, guidance and consulting services to address the health and safety challenges as they arise. We will work with the Employer to develop an action plan for improving its health and safety program and results. Our health and safety services are as follows:

- Provide advice, direction and consultation to the Employer on Health and Safety matters, issues and programs, through telephone and onsite consultations.
- Participate in the review and design of health and safety training programs and provide train the trainer assistance. Note: If the Employer wishes SBCI to deliver specific health and safety training programs for the Employer's staff then there could be an extra cost to cover SBCI's expenses depending upon the type of training requested, the duration of the training, the number of employees to be trained, the number of visits to the Employer and the training materials needed.
- When required, provide expert advice on complex health and safety issues or situations within the Employer's workplace and develop clear, concise recommendations.
- Assist with the development of objectives and action plans to help the Employer meet annual goals in Health and Safety.
- Liaise with the Ministry of Labour, WSIB and safety associations concerning injury/illness prevention initiatives. Provide specific recommendations and facilitate input from the Employer on program or policy changes to these agencies.
- Regularly communicate and follow up with the Employer on health and safety concerns and initiatives, news, and upcoming meetings or conferences.
- Work with the Employer on the tracking and development of health and safety records and profiles to assist in measuring performance.
- Assist in statistical analysis of injuries as well as annual report preparation for the Employer.
- Assist the Employer with the review, revision and development of health and safety policies and guidelines as required.
- Attend site-specific meetings to provide input and expertise on Health and Safety matters.
- Assist in representation on matters of Ministry of Labour orders and inspections.
- Provide the Employer with contact information for health and safety agencies and third party providers when highly specialized health and safety services are required.

WSIB Claims Services

SBCI aims to assist its members to develop the in-house expertise to handle most day to day WSIB matters on its own. We are also here to provide the advice, guidance and representation to assist the Employer with the more WSIB complex matter as they arise. Our WSIB services are as follow:

Regular Specific Tasks

- Review Employer accident reports and all relevant mail
- Identify issues and provide advice to client WSIB Representatives (telephone, email, memos)
- Draft letters to WSIB or WSIAT as needed

- Request and review Access Files to provide advice on the likelihood of success of appeal*
- Initiate Appeals with the clients*
- Prepare written submissions for reconsideration or appeals*
- Represent the client at Mediation/Hearings for appeals – WSIB and WSIAT*
- Interview and prepare witnesses for the hearing*
- Recommend (prepare the case) and arrange surveillance as required*
- Do post-hearing submissions
- Request IMEs, medical legal reports, weather reports, other evidence needed for appeals or reconsiderations. Where there is a cost for reports or services from a Third Party provider written permission will be obtained from the Employer for this expense.
- Represent the client at Return to Work meetings with the WSIB RTW Specialist* when required
- Review cost reports for Employer and address concerns with the Employer
- Review the Parklane Who's Off reports (when Parklane data is available) and action with Employer
- Invite Employer to SBCI training sessions, webinars and conferences
- Train new staff at Employer on WSIB Claims Management - Claims 101 and 201
- Train Managers and Supervisors on rights and obligations under WSIB, strategies for RTW
- Meet with Employer to discuss performance and strategies to identify opportunities for improvement
- Conduct Audits of Employer's WSIB Program
- Meet to discuss WSIB Annual Performance Report
- Provide Schedule 2 actuarial liability calculations

Note: *external legal counsel or paralegals to represent the client and the costs/expenses with respect to same are included in the Fees set out in Schedule "B" attached hereto.

Reports Provided to Client

- Budget Report Projection
- Actuarial Liabilities Reports
- Annual WSIB Performance Report
- Quarterly Newsletter on WSIB, Health & Safety, Attendance Support, and Parklane issues
- WSIB Claims Management Flash Newsletter on new and rapidly developing issues.

Lobbying WSIB

- WSIB Adjudicator performance (service and support of client RTW program)
- Respond to Draft WSIB policies on behalf of Employer, communicate changes to policies and impact on cases
- Monitor changes in WSIB/WSIAT structure and programs to keep Employer informed and to respond to issues created
- Meet with WSIB staff regarding strategies, initiatives and concerns.

SCHEDULE "B"
FEES AND DISBURSEMENTS

SBCI's fees for the Services set out in Schedule "A" are based on the size of the employer and the usage of our services. The following would apply to the Employer's unlimited use of WSIB/H&S services as outlined in Schedule A:

1. Based on a payroll of $52,799,115 the membership fee for 2014 would be $50,000.00 plus HST – prorated from February 1, 2014 due and payable by the Employer in quarterly installments on February 28, 2014, April 1, 2014, July 1, 2014 and September 1, 2014.

2. For 2015 the membership would be adjusted for inflation but would be a maximum of $51,100.00 plus HST – due and payable by the Employer in quarterly installments on January 1, 2015, April 1, 2015, July 1, 2015 and September 1, 2015.

3. For 2016 the membership fee would be adjusted for inflation but would be a maximum of $52,224.00 plus HST – due and payable by the Employer in quarterly installments on January 1, 2016, April 1, 2016, July 1, 2016 and September 1, 2016 .

4. If the Employer requested specific health and safety training courses from SBCI not listed in Schedule "A" then the fees and disbursements for the courses would be an additional cost and the subject of negotiation and discussion between the Parties.

5. If the Employer requested specific and specialized services from a Third Party to address health and safety issues then the fees and disbursements for those services would be an additional cost. These Third Party services, could include but are not limited to, the following:

    - Industrial hygiene surveys;
    - Noise surveys; and
    - Designated Substance surveys and reporting.

6. If the Employer requested that SBCI arrange the provision of services by a Third Party to assist with a WSIB claim then the fees and disbursements for those services would be an additional cost. These Third Party services, could include but are not limited to, the following:

    - Medical-legal reports;
    - Ergonomic assessments; and
    - Private investigation services.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-45

PROPERTY SALE: (PR1.50) A by-law to authorize the sale of surplus property at 28 Simcoe Street to Danny Lou Desjardins.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.0. 2001, c. 25, **ENACTS** as follows:

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto to the person or persons (or such other person or companies directed) and at the consideration shown therefore in the Schedule upon the conditions set out in Schedule "A".

3. **EXECUTION OF DOCUMENTS**

The Acting Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. **SCHEDULE "A"**

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

5. **EFFECTIVE DATE**

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

PASSED in open Council this 18th day of February, 2014.

_____

ACTING MAYOR – TERRY SHEEHAN

_____

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2014\2014-45 PROPERTY SALE OF 28 SIMCOE (DESJARDINS).DOC

SCHEDULE “A” TO BY-LAW 2014-45

PURCHASER:	DANNY LOU DESJARDINS
ADDRESS:	28 SIMCOE
LEGAL DESCRIPTION:	PIN 31589-31613-0128 LT 245-247 PL 58 AWENGE; SAULT STE. MARIE
CONSIDERATION:	Three Thousand Eight Hundred ($3,800.00) Dollars (HST included)

Subject to the usual adjustments and any easements required.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-46

AGREEMENTS: (C3) A by-law to delegate to the Manager of Recreation & Culture, Community Services Department signing authority under section 23.1 of the *Municipal Act, 2001* to execute Standard Terms and Conditions Contracts on behalf of the City of Sault Ste. Marie and sports leagues that use City facilities.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to section 23.1 of the *Municipal Act 2001*, S.O. 2001, c.25, **ENACTS** as follows:

1. **STANDARD TERMS AND CONDITIONS CONTRACT POWERS DELEGATED**

   The Council hereby delegates to the Manager of Recreation & Culture, Community Services Department Council's signing authority to execute Standard Terms and Conditions Contracts on behalf of the City of Sault Ste. Marie and sports leagues that use City facilities.

2. **NO AMENDMENTS**

   The Manager of Recreation has the power to enter into Standard Terms and Conditions Contracts in the form shown as Schedule "A" hereto only. No significant amendments may be made to the said agreement without the consent of Council.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 18th day of February, 2014.

ACTING MAYOR – TERRY SHEEHAN

CITY CLERK – MALCOLM WHITE

cf/Staff/by-laws/2014/2014-46 delegate signing CSD

Schedule "A"

THIS STANDARD TERMS AND CONDITIONS CITY OF SAULT STE. MARIE OUTDOOR FACILITY CONTRACT, dated the day of , 2014.

BETWEEN

«Contract_Holder»
(hereinafter called the "Contract Holder")

- and –

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter called the "City")

WHEREAS the Contract Holder has applied to the City for permission to utilize the City owned property(ies) which is appended hereto as Schedule "A" to this Standard Terms and Conditions City of Sault Ste. Marie Outdoor Facility Contract ("Contract");

AND WHEREAS the City is prepared to grant the said application,

NOW THEREFORE this Contract witnesseth that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties agree as follows:

1. **CONDITIONS OF USE**: The Contract Holder acknowledges and agrees that it is permitted to use the City owned property(ies) as described in Schedule A of the Contract (the "City Facility") for only the period(s) of time and for the sole purpose(s) as set out in the Permit. The City will provide the Contract Holder with a Rental Permit following receipt of the league schedule, for each City Facility to confirm the Conditions of Use for each City Facility.

2. **PERMIT AMENDMENTS AND MAXIMUM TERM OF USAGE:** The parties further acknowledge and agree that the Contract Holder may request permission to utilize additional City owned property(ies) and/or may request permission for additional time period(s) for use of the City Facility. In the event that the City is prepared to grant such application(s), the parties hereto acknowledge and agree that the Permit shall be amended in writing to set out the additional conditions of use and the amendments shall be signed by both parties. The Contract Holder further acknowledges that the City Facility is only available for use from Victoria Day through to Labour Day ("Maximum Term of Usage). The Contract Holder acknowledges that it is the responsibility of the Contract Holder to ensure that its scheduling adheres to the Maximum Term of Usage of the City Facility as set out herein.

3. **OBSERVANCE OF RULES**: The Contract Holder agrees to comply with any by-laws, policies, codes of behaviour and regulations imposed by the City governing the use of the City Facility, and all applicable Federal and Provincial statutes and regulations.

4. **LIMITED LIABILITY AND RELEASE**: The Contract Holder hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors; and the Contract Holder further agrees that notwithstanding anything to the contrary contained herein, the City, including elected officials, officers, employees, agents and contractors shall not be liable to the Contract Holder or to anyone for whom the Contract Holder may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by the Contract Holder or any of the Contract Holder's permitted invitees, guests or participants in relation to or in connection with the Contract Holder's use of the City Facility or any other matters under this Contract except where the action, claim, demand, cost, loss or expense was caused or contributed to by an intentional act or independent negligence of the City.

5. **LIABILITY INSURANCE**: The Contract Holder shall maintain at its sole expense, general liability insurance for each City Facility listed in the Permit to the inclusive limit of not less than Two/Five Million ($2/5,000,000.00 CDN) CANADIAN Dollars per occurrence, insuring all claims for damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with the Contract Holder's use of each City Facility listed in the Permit for the period(s) of time the Contract Holder is using the City Facility as set out in the Permit, or any other matters under this Contract, including any losses or damages which have been caused or contributed to by any breach of the *Occupier's Liability Act* on the part of the City, but not including intentional acts or independent negligence of the City. Each insurance policy shall name the City of Sault Ste. Marie as an "Additional Insured". A Certificate of Insurance in the City's standard form for each City Facility listed in the Permit , confirming these coverage's are in effect for the period(s) of time the Contract Holder is using the City Facility as set out in the Permit shall be provided to the City prior to using the City Facility. The taking out of insurance shall not limit the Contract Holder's liability under this Contract. The Contract Holder acknowledges and understands that liability insurance coverage responds only for the use of the City Facility for the purpose(s) as specified in this Contract, Schedule A, and the Facility Permit. The Contract Holder shall provide evidence of alternate insurance coverage for any use of the City Facility for a non-sanctioned event.

6. **INDEMNITY:** The Contract Holder shall indemnify and save the City harmless, including the City's elected officials, officers, employees, agents and contractors from and against any loss, cost (including without restriction legal costs on a substantial indemnity basis) and expense incurred by the City because of any demand, action or claim brought against the City as a result of any loss of or damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with the Contract Holder's use of the City Facility or any other matters under this Contract, including any losses or damages which have been caused or contributed to by any breach of the *Occupier's Liability Act* on the part of the City.

7. **CANCELLATIONS:** 1. From Victoria Day to Labour Day, Contract Holders will be permitted to cancel field time with seven (7) days written notice; 2. When the Contract Holder is not able to utilize the fields due to inclement weather, the Contract Holder shall notify the City by the end of the calendar month of the unused field time; and 3. When the City does not intend to prepare the fields due to inclement weather, the Contract Holder will be notified within three (3) hours prior to the booking start time that the premises are unplayable.

8. **GENERAL:** 1. Rental of the field is based on hours as detailed in the Permit. It is recommended that all field users wear full CSA approved equipment as it applies to your specific sport; 2. The Contract Holder shall be responsible, at their own cost and expense, for (a) the set up; (b) ensuring that the City Facility is left clean upon departure; (c) ensuring that no damage/vandalism occurs; and (d) the supply of all rented or privately owned property and equipment necessary for their use of the City Facility, including but not limited to extension cords, and additional tables and chairs; 3. Event hosts must consult with the City's Building Division to secure appropriate permits and inspections regarding tents, bounce-abouts, etc.; and 4.The City is not responsible for any lost or stolen items.

9. **AS IS WHERE IS**: The Contract Holder hereby confirms that the City has not provided any representation, warranty or other assurance regarding the suitability of the City Facility of any part thereof, including any ancillary equipment or facility and any field or playing surface, ("Facility Infrastructure") for use by the Contract Holder. The Contract Holder acknowledges that it will carry out an inspection of the City Facility and the City Facility Infrastructure to satisfy itself concerning the suitability of same for its proposed use. In the event that the aforesaid inspection by the Contract Holder generates any concern as to the suitability of the City Facility for its use, the Contract Holder shall not use the City Facility and shall report such concern(s) to the City immediately. Further, the Contract Holder acknowledges that it is using the City Facility and City Facility Infrastructure on an "as is where is" basis.

10. **WASTE AND NUISANCE**: The Contract Holder agrees not to do or cause to be done, any action which would damage, waste, disfigure, or injure the City Facility or any part thereof, or otherwise cause a nuisance. Any such action to the City Facility by the Contract Holder, or any of the Contract Holder's invitees, guests or participants in relation to or in connection with the Contract Holder's use of the City Facility or any other matters under this Contract, shall be the financial responsibility of the Contract Holder to repair. The Contract Holder agrees that the City will immediately undertake all work that the City, in its sole view, deems necessary to repair the City Facility. Any costs incurred by the City to repair the City Facility for such waste and nuisance as set out in this paragraph shall be payable by the Contract Holder immediately upon demand by the City.

11. **USE OF PREMISES**: The Contract Holder agrees to use the City Facility only for the uses set out in the Permit and/or this Contract. Any breach of the terms or conditions of the Permit and/or Contract and provision of false or incorrect information by the Contract Holder to the City in seeking the Permit and/or Contract will result in the immediate suspension and/or termination of this Permit and/or Contract. All monies paid by the Contract Holder to the City may be retained by the City and applied towards any losses or damages incurred by the City as a result of the suspension and/or termination of this Permit and/or Contract.

12. **ALCOHOLIC BEVERAGES:** If alcohol is being served, sold and/or auctioned, a Special Occasions Permit under the *Liquor Licence Act* is required to be procured by the Contract Holder at its sole cost and expense. The Contract Holder agrees to adhere to the conditions in all municipal by-laws, including fee bylaws, policies and regulations and the provisions of the *Liquor Licence Act* and regulations made thereunder. Without limiting the generality of the forgoing, the Contract Holder shall abide by all requirements in the City's Municipal Alcohol Policy. In the event of any inconsistency, the more onerous provision shall apply.

13. **PAYMENT**: The Contract Holder shall pay the required fees at the times as specified in the Permit, plus taxes if applicable. Cash, interact, credit card or cheque payable to the City of Sault Ste. Marie will be accepted as payment.

14. **ADDITIONAL CHARGES**: Any charges for extra clean up required after the use of a City Facility, in the sole view of the City, are payable by the Contract Holder immediately upon demand by the City.

15. **TERMINATION/EXPIRY**: The City may terminate this Contract in the event of any breach or default by the Contract Holder in the performance of any terms or conditions contained in this Contract, including without limitation, failure by the Contract Holder to pay the required fees and amounts in accordance with the payment terms hereof, and the City shall be entitled to recover, and the Contract Holder shall be liable for all damages and losses incurred by the City arising directly or indirectly or as a consequence of or in relation to the breach or default by the Contract Holder. The Contract Holder shall be responsible for payment of all suspended/cancelled facility rentals unless the facility time is resold. The Contract Holder shall be responsible for vacating the City Facility and the removal of all rented or privately owned property and personal effects at the end of this Contract or upon earlier termination of this Contract. In the event that the Contract Holder fails to promptly remove all rented or privately owned property and personal effects from the City Facility as set out herein, the Contract Holder acknowledges and agrees that the City may remove same and all charges for such removal shall be payable by the Contract Holder immediately upon demand by the City. The termination of this Agreement by expiry or otherwise shall not affect the liability of either party to the other with respect to any obligation under this Agreement which has accrued up to the date of such termination but not been properly satisfied or discharged.

16. **TRANSFER OF FACILITY TIME**: The Contract Holder may not transfer its rights under this Contract or otherwise authorize another group or user to use the City Facility.

17. **PRE-EMPTION - CITY**: This Contract may be pre-empted and terminated at any time in order that the City may use the City Facility for a specific purpose, without liability to the City. Whenever possible, every effort will be made to give reasonable advance notice of pre-emption and termination.

18. **NO SMOKING BYLAW 2003-7:** The Contract Holder hereby acknowledges that the City may notify Algoma Public Health enforcement staff of all permitted events for the purposes of monitoring compliance. The Contract Holder shall be solely responsible for compliance with this by-law.

19. **SUPERVISION:** The Contract Holder shall be responsible for the conduct and supervision of all persons attending or participating in the permitted use and shall ensure that all regulations are observed. Vandalism, littering, abusive language, smoking, use of alcohol, or any other illegal activity, shall be deemed as just cause to cancel the Contract or reject future facility permit applications. Activities must be restricted to the permitted area and the permitted use. Supervision is required for minors until the last participant has vacated the facility.

20. **KEYS:** Where a key is provided to the Contract Holder to access the City Facility, after the holding of the event, the Contract Holder shall ensure the City Facility is locked as required and shall return the key the next day that the City is open for business. Any required key deposits will be refunded to the Contract Holder when the key is returned to the City.

21. **LOST OR STOLEN ITEMS:** The City of Sault Ste. Marie is not responsible for loss or theft of clothing, equipment, personal belongings or vehicles of the Contract Holder or any of the Contract Holder's invitees, guests or participants in relation to or in connection with the Contract Holder's use of the City Facility or any other matters under this Contract.

22. **FOOD:** The City shall have the sole and exclusive right to the distribution of all food and beverages unless otherwise approved, which may include fees as per the fee bylaw.

23. **LOTTERY LICENSE:** If an event organizer wishes to hold any type of lottery scheme such as a raffle they are required to obtain a lottery licence.

    A raffle is a lottery scheme where tickets are sold for a chance to win a prize in a draw. The different types of raffle schemes are usually identified by the method of determining the winner. Raffle prizes may consist of merchandise or cash, or a combination of the two.

    There are two levels of government that will issue a lottery licence -, Municipalities and the Provincial.

    Municipal Licenses

    A Municipality may issue licenses to conduct the following lottery schemes:

    - Bingo events with prize boards five-thousand five-hundred dollars ($5,500) and under
    - Media bingo events
    - Ticket raffle lotteries for total prizes fifty-thousand dollars ($50,000) and under
    - All break open ticket lotteries not licensed by the provincial office (Ex. Nevada tickets)
    - Bazaars (Ex. Penny draws, tickets placed in a bag, crown and anchor)
    - Giveaways – If admission is charged a license is required.

    Application forms are available from the Tax and Licensing Office, Level II, Civic Centre, 99 Foster Drive.

    Additional Resources

    For additional information on "charitable gaming" please visit www.cityssm.on.ca and search lottery licence. Or click on the link http://cityssm.on.ca/Open_Page.aspx?ID=377&deptid=1
    For further information regarding lotteries, visit the Alcohol and Gaming Commission of Ontario website at www.agco.on.ca (Refer to chapter 5).

24. **RATE INCREASE**: The Contract Holder agrees that any City Council approved fee increase during the term of the Contract shall be paid upon notice.

25. **AMENDMENTS**: The parties hereby acknowledge and agree that any future amendments to this Contract or Schedules to this Contract must be made in writing and signed by both parties.

26. **ENTIRE AGREEMENTS:** The Contract Holder acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Contract other than as set out in this Contract which constitutes the entire agreement between the parties concerning the facility and which may be modified only as set out in paragraph 24 above.

27. **NOTICE:** Any notice pursuant to any of the provisions of this Contract shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed:

    In the case of notice to the Landlord to:

    Manager of Recreation & Culture
    Community Services Department
    99 Foster Drive, P.O. Box 580
    Sault Ste. Marie, Ontario P6A 5X6

    in the case of notice to the Contract Holder to:

    «Contract_Holder»
    «Mailing_Address»
    Sault Ste. Marie, Ontario «Postal_Code»

    or to such other address as either party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the 4th business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the 1st day next following the dating of faxing.

28. **SUCCESSORS:** The provisions of this Contract shall be binding upon, and endure to the benefit of, the parties and their respective successors and (where applicable) permitted assigns.

29. **GOVERNING LAW**: The parties hereto acknowledge and agree that this Contract is made in the Province of Ontario and the Courts of the Province of Ontario shall have jurisdiction in reference to any matters herein.

I have read the Contract and the Schedules attached hereto, all of which form part of this Contract. I understand same and I accept same on behalf of myself and the members of the Contract Organization, and agree to comply with same and ensure compliance by the members/participants in the permitted use. I acknowledge and agree that any breach of the terms may result in the termination of the Contract and a loss of entitlement to future usage.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

«Signing_Authority»
«Title»

Manager Recreation & Culture Division
Community Services Department

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

PER:_____

Print Name:_____

PER:_____

Print Name:_____

OUTDOOR FACILTY CONTRACT

SCHEDULE "A"

LEAGUE:

2014 FEES:

TIME PERIOD	COMPLEX	FACILITY

The City represents and warrants that the Field Location and Allotment of Field Time as set out here in Schedule "A" to the Field Service Contract is for the Summer 2014 Season only, specifically from Victoria Day to Labour Day. The City makes no representation, warranty or guarantee as to the Field Location and Allotment of Field Time for any future season.

Field Allocation is based on league size (number of teams/players) from the previous season. The City reserves the right to amend the above seasonal field allocations to facilitate, accommodate and meet community needs.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-47

AGREEMENT: (E2.3) A by-law to authorize a contribution agreement between the City and The Corporation of the Township of Prince for reconstruction of bridges 12, 13, 14 and 15 on Base Line and Town Line Road.

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 Acting 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 contribution agreement effective as of February 18, 2014 between the City and The Corporation of the Township of Prince, attached as Schedule "A" hereto. This agreement is for reconstruction of bridges 12, 13, 14 and 15 on Base Line and Town Line Road.

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 18th day of February, 2014.

ACTING MAYOR – TERRY SHEEHAN

CITY CLERK - MALCOLM WHITE

cf LEGAL\STAFF\BYLAWS\2014\2014-47 Agreement Prince

This Agreement made the 18th day of February, 2014

BETWEEN

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(the "City")

- and -

THE CORPORATION OF THE TOWNSHIP OF PRINCE
(the "Township")

WHEREAS the City and the Township are collectively undertaking the replacement of four (4) critical bridges that are in disrepair on perimeter roads in the City of Sault Ste. Marie and the Township of Prince (the "Project");

AND WHEREAS the Her Majesty the Queen in right of Ontario, through the Minister of Rural Affairs (the "MRA"), is investing in infrastructure by implementing the Ontario's Small Rural and Northern Municipal Infrastructure Fund – Top Up Program (the "Program");

AND WHEREAS the Program will provide capital assistance to small, rural and northern municipalities and Local Service Boards to support critical road, bridge, water and wastewater projects;

AND WHEREAS the City has applied to the MRA for funds from the Program to assist the City and the Township in carrying out the aforementioned Project;

AND WHEREAS the MRA has agreed to provide funding for up to ninety (90%) percent of the Total Net Eligible Costs for the Project as defined in the Small Rural and Northern Municipal Infrastructure Fund Top Up Transfer Payment Agreement between the City and the MRA ("Funding Agreement"), subject to the terms and conditions of the said Funding Agreement which is appended hereto as Schedule "A" to this Agreement;

AND WHEREAS the Township has reviewed and accepts the terms and conditions set out in the Funding Agreement, and acknowledges that it is a Partner of the City, as defined in the Funding Agreement for the purpose of completing the aforesaid Project;

AND WHEREAS Section 4.10 of the Funding Agreement requires the City and the Township to enter into an agreement that incorporates by reference the terms and conditions of the Funding Agreement and which sets out the respective roles, responsibilities, administration requirements, management functions and financial contributions of the City and the Township with respect to the Project;

AND WHEREAS the City and the Township have agreed to their respective roles, responsibilities, administration requirements, management functions and financial contributions with respect to the Project and desire to set forth same herein;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties hereto agree as follows:

1. TERM

This Agreement shall be for a term commencing February 3, 2014 and ending on December 31, 2016 (the "Term").

2. FUNDING AGREEMENT

The City and Township both acknowledge that the City has applied for and has become a party to the Funding Agreement with the MRA on behalf of both the

City and the Township for the purposes of completing the Project. The Funding Agreement is appended as Schedule "A" to this Agreement. The parties hereto acknowledge and agree to be bound by the terms and conditions of the said Funding Agreement. Pursuant to Section 4.10 of the Funding Agreement, the parties hereto acknowledge and agree that the City shall compel the Township to perform and satisfy all of the Township's covenants and obligations as set out in this Agreement and otherwise enforce its terms and conditions at the direction of and for the benefit of Ontario. The parties further acknowledge and agree that the City shall enforce the terms and conditions of this Agreement with the Township. The parties further acknowledge and agree that the words contained in this Agreement shall have the same meaning as set forth and defined in the Funding Agreement.

3. TOWNSHIP - PARTNER

The Township acknowledges and agrees that all references to the term "Partner" which appear in the Funding Agreement means the Township. The Township shall meet all the obligations of the "Partner" as per the Funding Agreement.

4. TOWNSHIP INFORMATION

In accordance with section (a) of Schedule "F" of the Funding Agreement, the Township provides the following particulars:

a) Full Legal Name: The Corporation of the Township of Prince;
b) Address: 3042 Second Line West, Prince Township, ON P6A 6K4;
c) Location of Records: Township Address as set forth above in Section 4(b) herein; and
d) Contact Person: Peggy Greco – Chief Administrative Officer/Administrator.

5. INDEMNITY

The Township hereby agrees to indemnify and hold harmless Her Majesty the Queen in right of Ontario, Her Ministers, agents, appointees and employees (the "Indemnified Parties") from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of actions, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted in any way arising out of or in connection with the Project or otherwise in connection with the Funding Agreement unless caused by the negligence or wilful misconduct of MRA.

6. INSURANCE

The Township represents and warrants that it has, and shall maintain for the Term of this Agreement and the Funding Agreement, at its own cost and expense with insurers having a secure A.M. Best rating of B+ or greater or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage to an inclusive limit of not less than Five Million ($5,000,000.00) Dollars per occurrence. The policy shall include the following:

a) The City and the Indemnified Parties shall be added as additional insureds with respect to liability arising in the course of the performance of the City and the Township's obligations under, or otherwise in connection with this Agreement or the Funding Agreement;

b) a cross liability clause;

c) contractual liability coverage; and

d) thirty (30) days' written notice of cancellation, termination or material change.

7. ADDITIONAL INSURANCE REQUIREMENTS

a) The Township shall provide the City or MRA with Certificates of Insurance, or such other proof as may be requested by the City or MRA, that confirms the insurance coverage as provided for in Section 6 of this Agreement if so requested by the City or MRA. If requested by the City or MRA, the Township shall also make available to the City or to MRA, as applicable, a copy of each insurance policy.

b) The Township accepts that the Indemnified Parties shall have a right of "First Call" or priority over any other person, including the City or the Township, to use or enjoy the benefits of the proceeds from the insurance policy required under Section 6 of this Agreement to pay any suits, judgments, claims, demands, expenses, actions, causes of action and losses (including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act,* R.S.O. 1990, c. C.30 and for any and all liability damages to property and injury to persons (including death) that may be brought against the Indemnified Parties as a result of this Agreement or the Funding Agreement.

8. CONTRIBUTIONS

a) The Parties hereto acknowledge and agree that the Project's Estimated Total Net Eligible Costs is as set out in Schedule "B" to the Funding Agreement, specifically Three Million Eight Hundred and Eighty Thousand ($3,880,000.00) Dollars.

b) The Parties acknowledge and agree that MRA shall provide funding for up to Ninety (90%) Percent of the Project's Estimated Total Net Eligible Costs, subject to the terms and conditions of the Funding Agreement, which MRA Contribution shall be Three Million Four Hundred and Ninety Two Thousand ($3,492,000.00) Dollars (the "MRA Contribution").

c) The Parties acknowledge and agree that the Project's Estimated Total Net Eligible Costs not covered by the MRA Contribution is estimated to be Three Hundred and Eighty-Eight Thousand ($388,000.00) Dollars (the "Remaining Contribution"). The Parties hereto further acknowledge and agree that the Remaining Contribution is to be evenly divided and payable by each of the Parties hereto.

d) The City acknowledges and agrees that the City's share of the Remaining Contribution for the Project is estimated to be One Hundred and Ninety Four Thousand ($194,000.00) Dollars.

e) The Township acknowledges and agrees that the Township's share of the Remaining Contribution for the Project is estimated to One Hundred and Ninety Four Thousand ($194,000.00) Dollars.

f) Notwithstanding anything to the contrary set out herein, the Parties hereto acknowledge and agree that the Project's costs as set out herein are an estimate only, and that the actual costs for the Project may be greater than or less that the Project's estimated costs. The Parties hereto further acknowledge and agree that the MRA Contribution is subject to the terms and conditions of the Funding Agreement and is not guaranteed. The Parties hereto acknowledge and agree that the Total Actual Costs for the Project, meaning each and every expense related directly or indirectly to the Project as determined solely by the City given its administration and management of the Project, less any contribution made by MRA, if any, shall be shared equally by the Parties hereto. The Township shall pay its

respective share of the Total Actual Costs for the Project to the City upon Substantial Completion of the project, defined as the date at which the project is ready for use or is being used for the purpose intended. The parties hereto acknowledge and agree that any expenses related directly or indirectly to the Project that are greater than the estimated costs, be jointly agreed to by both the City of Sault Ste. Marie and the Township of Prince.

9. FUNDS RECEIVED FROM MRA RELATING TO THE PROJECT

The Parties hereto acknowledge and agree that all funds received by MRA in relation to the Project shall be received by the City. The City shall ensure that the funds are used solely for the Project, in accordance with the Funding Agreement, and the City shall complete the necessary accounting and financial reporting as set out in the Funding Agreement.

10. ADMINISTRATION, MANAGEMENT AND AUDIT ARRANGEMENTS

a) The City shall undertake to complete all administration, management and audit arrangements required under the Funding Agreement.

b) The City shall, at its sole discretion, enter into all contractual relationships with any and all necessary contractors to complete the Project. The City may, at its sole discretion, permit the Township to enter into a joint contract with the City and a contractor upon the request of the Township and/or Contractor.

11. REPORTING AND ACCOUNTING OBLIGATIONS

The City shall fulfill all reporting and accounting requirements as set out in the Funding Agreement. The City shall provide a copy of all reporting documents to the Township.

12. OTHER FINANCIAL ARRANGEMENTS RELATING TO THE PROJECT

The Township shall disclose to the City and MRA forthwith that it has applied for, received or will receive any other contribution to the Project at any time from any source.

13. TOWNSHIP DUTIES

The Township shall provide any and all information required to fulfill the obligations of the City under this Agreement and the Funding Agreement, including, but not limited to, financial documents, prior contracts, maps and PIN searches. The Township agrees and shall provide the requested information in the manner requested by the City.

14. NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and may be given by delivering or mailing the notice to:

In the case of the City:

The Corporation of the City of Sault Ste. Marie
Attention: Commissioner of Engineering & Planning
Engineering & Planning Department
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of the Township:

The Corporation of the Township of Prince
Attention: CAO/Administrator
3042 Second Line West
Prince Township, ON P6A 6K4

In the case of MRA:

In accordance with Section 17.1 of the Funding Agreement.

Notice shall be deemed to have been received in accordance with the times set forth in paragraph 17.2 of the Funding Agreement.

15. ASSIGNMENT AND TRANSFERABILITY

Except as otherwise provided in this Agreement, the rights and obligations created by this Agreement are exclusive to and shall not be transferred or assigned by either Party, except by written consent of the other Party and MRA.

16. COMPLIANCE WITH LAWS

The Township shall comply with the terms and conditions set out in this Agreement and the Funding Agreement, and further shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting this Agreement and the Funding Agreement, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Township with the Funding Agreement, this Agreement and any such Laws, By-Laws, Rules and Regulations.

17. GOVERNING LAW

This Agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The Parties hereto attorn to the jurisdiction of the Courts of Ontario. This Agreement shall be treated in all respects as an Ontario contract.

18. ENUREMENT

This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

19. SURVIVAL

The Parties hereto acknowledge and agree that Sections 2, 3, 4-13 inclusive, 15-18 inclusive and 20-23 inclusive shall survive the termination of this Agreement.

20. AMENDMENTS

This Agreement may only be amended by a written agreement duly executed by the Parties hereto, with notice to MRA.

21. PARTIES INDEPENDENT

The Parties hereto acknowledge and agree that neither Party is the agent, joint venturer, partner or employee of the other Party. The Parties acknowledge and agree that they shall not take any actions that could establish or imply such a relationship.

22. AGREEMENT INTO EFFECT

The Parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms of this Agreement and Funding Agreement to its full extent.

23. ENTIRE AGREEMENT

This Agreement, including its recitals and Schedule "A" appended hereto contains the entire agreement between the Parties hereto. The Parties acknowledge and agree that there are no prior representations, either oral or written, between them other than those set forth in this Agreement. This Agreement supersedes and revokes all previous negotiations, arrangements, representations and information conveyed, whether oral or written, between the Parties hereto. The Parties acknowledge and agree that they have not relied upon any statement, representation, agreement or warranty except those expressly set out in this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement effective the date first stated above.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Per:

_____
ACTING MAYOR – TERRY SHEEHAN

_____
CITY CLERK – MALCOLM WHITE

We have the authority to bind the Corporation.

THE CORPORATION OF THE TOWNSHIP OF PRINCE
Per:

_____
REEVE - KEN LAMMING

_____
CAO/ADMINISTRATOR - PEGGY GRECO

We have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-48

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Fourth Line East just west of Backcountry Court to facilitate the replacement of a cross culvert.

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 FOURTH LINE EAST JUST WEST OF BACKCOUNTRY COURT**

   The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Fourth Line East just west of Backcountry Court for the duration of construction which is expected to be finished by late March.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 18th day of February, 2014.

_____

ACTING MAYOR – TERRY SHEEHAN

_____

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2014\2014-48 FOURTH LINE E TEMP CLOSING.DOC

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-49

PLANNING: (P1.10) A by-law to designate the Downtown Area of the City of Sault Ste. Marie as a Community Improvement Project Area and to implement and adopt the Sault Ste. Marie Downtown Community Improvement Plan dated February 3, 2014.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Sections 28(2) and (3) of the *Planning Act*, R.S.O. 1990, c.P.13 **ENACTS** as follows:

1. **COMMUNITY IMPROVEMENT PROJECT AREA**

   The Council of the City of Sault Ste. Marie hereby designates as a Community Improvement Project Area the Downtown area (the boundaries of which are set out in Appendix A to the attachment Schedule "A" to this by-law). This designation will allow City Council to consider grants, government loans, tax assistance or other incentives to encourage development or re-development in the Downtown area.

2. **SAULT STE. MARIE COMMUNITY IMPROVEMENT PLAN**

   The Community hereby adopts and agrees to implement the Sault Ste. Marie Downtown Community Improvement Plan dated February 3, 2014. The Plan is attached as Schedule "A" hereto.

3. **SCHEDULE "A"**

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

4. **REPEAL OF BY-LAW 2007-89**

   By-law 2007-89 is hereby repealed.

5. **EFFECTIVE DATE**

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

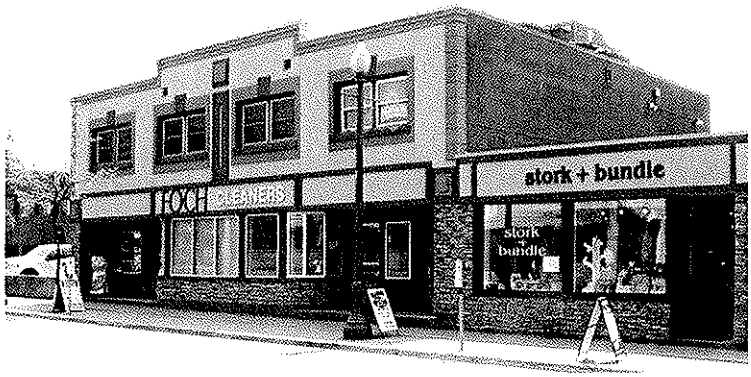
PASSED in open Council this 18th day of February, 2014.

ACTING MAYOR – TERRY SHEEHAN

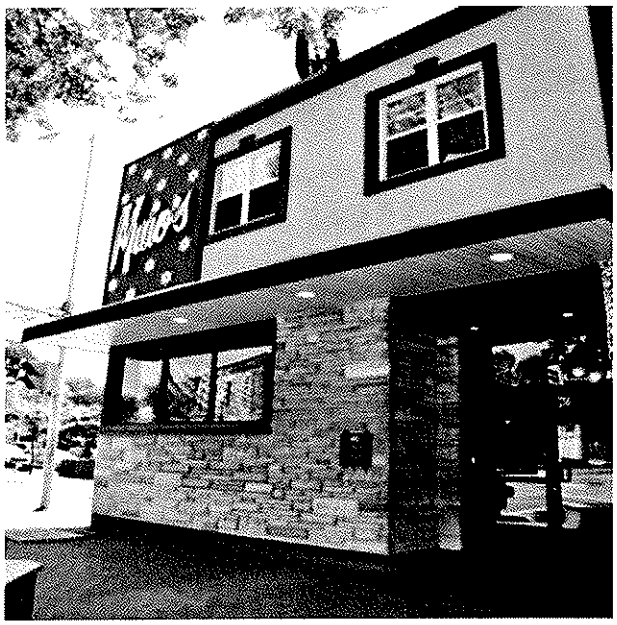
CITY CLERK - MALCOLM WHITE

cf LEGAL\STAFF\BYLAWS\2014\2014-49Community Improvement Plan









Sault Ste. Marie

Downtown Community Improvement Plan

February 18, 2014
Enacted by-law: 2014-49

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1.0 Introduction

Community improvement planning is one of the most effective sustainable community planning tools found in the Planning Act that can help municipalities address challenges. It provides a means of planning and financing development activities that effectively use, reuse and restore lands, buildings and infrastructure.

The following Downtown Community Improvement Plan (DCIP) has been prepared to allow the City of Sault Ste. Marie to use authorities legislated through section 28 (7) of the *Planning Act and* Section 365.1 of the *Municipal Act* to use grants, loans and tax increment financing to registered or assessed owners of lands and buildings within the designated area. This authority allows the City to develop innovative approaches and financial incentives to spark redevelopment, leverage private sector investment and strategically target municipal capital improvements.

1.1 Background

Over several years, Downtown's prominence as the main commercial centre has diminished due to growth and commercial investments elsewhere in the community. Specifically, with the introduction of large-format retail, and the relocation of the Sault Area Hospital from the Downtown to the northern part of the city, the Downtown has suffered to maintain itself as the business, administrative and cultural centre of the community.

The decline in the Downtown is economical, as seen with the falling assessment values, but also psychological, as community residents view the downtown as unsafe, and no longer the centre of attraction. Both of these phenomenon's serve to detract new investment into the Downtown area.

The current situation, however, brings forth a tremendous opportunity for the Downtown to evolve, not just into a thriving commercial centre, but into a vibrant and sustainable mixed use neighbourhood, where a variety of people live, and the commercial activity serves as a place for people to work, obtain services and socialize within close proximity of their homes. As part of this evolution, Downtown can transform itself, and regain its prominence as "the place to be" for the entire community and the region.

Like many other downtowns across North America, Downtown Sault Ste. Marie continues to struggle. Currently, there is little financial motivation to invest in the Downtown, given declining assessment values. This in turn, makes it less feasible for existing business and property owners to re-invest into established businesses and aging buildings.

And with newer forms of retail and offices throughout the community, Downtown continues to struggle with chronic vacancies, with large concentrations seen in the Gore

Street and west Queen Street area. The Downtown residential areas also struggle with a lack of varying income levels throughout the neighbourhood population.

The health of a downtown is a reflection of the overall well-being of a city. It is for this reason the Downtown core must be revitalized and restored to its full potential and serve as a community node for work, shopping and living as it was in past years.

To succeed the Downtown can no longer be thought as a "commercial centre" but more as a mixed use neighbourhood where living, working and leisure activities and uses are all intertwined in the urban fabric of the area. Uses and activities that are beyond the "9 to 5" must be encourage to bring and keep people in the downtown during the day and evenings.

The hallmark of any successful downtown is a healthy, stable residential population that is made up a variety of household sizes and income levels. To this end, new, higher density residential must be encouraged to create a vibrant downtown. A healthy residential population animates the streets and sidewalks with activity and creates a critical market for the existing and new downtown businesses and services.

Residential development is essential for the long-term success of the Downtown. However, it is important for the Downtown business community to stay relevant and sustainable in order to serve the demands of a Downtown neighbourhood and the community as a whole. The success of the business community will serve many larger objectives. First, the commercial businesses will be a key source of goods and services for the downtown population, the City and the region. Second, expanded or new commercial establishments will generate economic activity that will sustain and create jobs in the Downtown and increase commercial assessment values for the City. Third, a thriving commercial downtown will foster the ability to support a neighbourhood where one can live and work within close proximity, reducing the need to utilize an automobile for employment purposes.

To spur both residential and commercial development, it is vital to cultivate a "sense of place" where the Downtown creates a unique feeling for those that experiencing the area. Elements that encourage the use of the public realm must be supported to ensure that the Downtown becomes a vibrant and safe environment; a place that allows people of all ages and abilities gather and socialize within the Downtown area.

The DCIP is meant to stimulate revitalization within the downtown and encourage renewal. The Plan also makes reference to a defined list of targeted revitalization areas to help investors in recognizing potential project areas that will nurture Downtown restoration.

The entirety of this plan is developed in coordination with the Sault Ste. Marie Official plan and Zoning By-Law. This plan also exercises the City's authorities through Provincial

Planning Legislation to use grants, loans and tax increment financing made to registered or assessed owners of lands and buildings within the designated project area.

1.2 Legislative Authority

Section 28 of the Planning Act and Section 365.1 of the Municipal Act allows municipalities to issue grants or loans, or provide property tax assistance to registered owners, assessed owners or tenants of lands within a Community Improvement Plan (CIP) Project Area.

Section 28(2) of the Planning Act and Part VII (Implementation) of the City's Official Plan allows City Council to designate the whole or any part of the area covered by the Official Plan as a Community Improvement Project Area. On February 6, 2006 City Council approved By-law 2006-32 to designate the entire municipality as a Community Improvement Project Area.

Powers available to municipalities for community improvement purposes, as legislated by the Planning Act and the Municipal Act include:

- Acquiring, holding, clearing, grading or otherwise preparing land for community improvement (s. 28(3)).
- Constructing, repairing, rehabilitating or improving buildings on municipal land (s. 28(6)(a)).
- Selling, leasing or otherwise disposing of municipal land (s. (28(6)(b)).
- Providing grants or loans to owners, tenants and their assignees within the community improvement area to pay the whole or any part of identified eligible costs (ss. 28(7) and (7.1)).
- Providing property tax assistance for redevelopment purposes (s. 28(7.3) by reference to s. 365.1 of the Municipal Act, 2001)

This Downtown Community Improvement Plan has been prepared as permitted by Section 28(4) of the Planning Act and includes the authority for City Council to provide grants or tax rebates, in conformity with the Community Improvement Plan, to registered owners, assessed owners and tenants of lands and buildings within the Community Improvement Project Area for eligible costs as permitted by Section 28(7) of the Planning Act.

Public Notice of City Council's intent to adopt the Downtown CIP will be published in accordance with Section 28(5) of the Planning Act.

1.3 Enabling Official Plan Policies

The City of Sault Ste. Marie Official Plan places high priority on the enhancement of the Downtown. Specific community improvement policies are provided in Section 6.9 of the City of Sault Ste. Marie Official Plan. As an objective for community improvement, the Official Plan states that "Council may by By-law designate an area or areas within the municipality as a 'Community Improvement Area'. Within areas so designated, Council may carry out such improvements to the land or structures and/or administer grants or loans in

accordance with its adopted improvement strategy for that area". As a result of the previous community improvement plans, the Downtown Area, as defined in Policy C.3 (SECTION 2.2), is designated as Community Improvement Plan Area.

The Official Plan sections: Part III - Economic Development, Marketing; Part VI - Social Development, Housing; Part VI - Physical Development - Built Environment, Urban Design and Commercial Land Use; outline the specific policies relevant to the Downtown, and are outlined as follows;

Downtown's Regional Significance

MR.1: The City shall continue to develop and promote itself as an attractive, clean, culturally rich, friendly and safe community.

C.5: The Downtown area should be maintained as the primary administrative, business and cultural center of the community. Parks and other public facilities shall be permitted. Mixed use and high density residential development shall be permitted. Construction of major office buildings outside of the Downtown area shall be discouraged and new office buildings shall be encouraged to locate in the Downtown core.

Residential Development a key for Downtown

C.8: The Downtown area includes an established residential area. Substantial residential structures should be preserved. Existing residential development should be maintained and improved where practical. New residential development may be permitted on lands designated Commercial within the Downtown are subject to zoning By-law approval.

C.9: Existing residential building in the Downtown may be converted to permit additional units or for limited commercial uses where the abutting properties are of a similar use and adequate off street parking can be provided subject to Zoning By-law approval without an Official Plan amendment. Front yard parking shall be discouraged and removed where practical.

C.10: New development and redevelopment proposals should consider surrounding residential uses. Priority should be given to mixed land use projects.

Where new multi-storey residential development is proposed within the Downtown area, ground floor uses such as retailing and services will be encouraged within existing commercial areas.

HO.2: Innovative and alternative residential development standards supporting affordable housing and compact urban form shall be encouraged. However, climate and other local circumstances should not be neglected.

Improvements in the Design and Appearance of New and Existing Development

D.1: The physical form of the community shall be friendly and accessible to all users and development shall respect and reinforce the human scale. New development should be designed to integrate with the existing urban fabric. Development or redevelopment should replicate and/or respond to existing colour, texture, scale, and massing in order to harmonize with the existing streetscape rhythm and the relationship of uses.

D.2: Streetscape improvements and the upgrading of existing building facades, signage, sidewalk improvements, lighting, street furniture, parking areas and landscaping shall be encouraged.

D.6: A high standard of site design in strategic or prominent locations such as the downtown, along major arteries, at street intersections and at entrances to the City shall be promoted.

D.8: Site design shall consider the impact on street functions and pedestrian, cycling and vehicular access. The effects of traffic noise, vibration and odour shall be assessed.

D.15: Ground floors of buildings within the existing commercial areas of the Downtown will be used for retail or service uses wherever possible.

D.16: Built form, massing, scale, height and setbacks of new buildings or expansions will be compatible with the traditional physical character of the Downtown area. Wherever possible, uniform setbacks will be maintained.

D.17: Building densities which create higher density development will be encouraged in the Downtown area.

E.2: Infill development to maximize the use of existing services shall be encouraged.

E.3: Rehabilitation and retrofitting of existing buildings for improved energy efficiency shall be promoted.

1.4 Basis of the CIP

The 2013 Downtown Community Improvement Plan is based upon the success of the original 2007 Downtown CIP, which resulted in approximately $20 million in private sector investment over the course of that program. Given the success of the original 2007 DCIP, Council, by way of resolution, has initiated staff to continue the revitalization efforts for the Downtown. Council has also passed a resolution regarding the on-going loss of occupied office space and has asked staff for strategies to encourage the re-use of Downtown vacant space.

The Growth Plan for Northern Ontario also provides an outline for the development of strategic core areas and states that; core areas should develop a revitalization strategy that includes targeted approaches to support the revitalization, intensification and the prioritization of opportunities for the redevelopment within the core areas.

This current DCIP builds on the successes of the original CIP, but also seeks to enhance residential development opportunities and address the overall public realm throughout the Downtown.

1.5 Purpose of the DCIP

The purpose of the DCIP is to establish consistency with the downtown vision for Sault Ste. Marie. The initiatives within the Downtown Community Improvement Plan are designed to attract private and public investment as well as promote upgrades and the restoration of existing buildings within the Downtown area.

Specifically the purpose of the DCIP is to:

a) Establish a clear vision for the Downtown area with strategic goals and objectives for community improvement in the Downtown area;

b) Define a set of financial incentive programs available to eligible property owners to stimulate and leverage private sector investment;

c) Work with the companion Queen Street Urban Design Guidelines to ensure a high level of quality for development and restoration improvements;

d) Develop an implementation and monitoring program for the Sault Ste. Marie Downtown Community Improvement plan.

1.6 Companion Urban Design Guidelines

The Downtown area, as defined in part VI – Physical Development – Built Environment, Section 2.32, Policy C.3, is an area of the community that is unique in terms of both built form and function.

To reflect this unique area, the Queen Street Urban Design Guidelines, will be enforced as a companion document to this CIP. The Guidelines are written as a tool to guide and evaluate future development, and to ensure that this development supports the community's vision for Queen Street and the Downtown.

The overall goal of the Queen Street Urban Design Guidelines is to support new residential and commercial development in a manner that is compatible with the physical form of Queen Street and the Downtown.

The purpose of the Urban Design Guidelines is to establish design principles and guidelines with respect to the built form, facades, streetscape, and open spaces, including, for example;

- Encourage the removal of contemporary finishes to uncover original building elements. The preservation and restoration of heritage features is the most direct way of preserving and maintaining Sault Ste. Marie's unique architectural characteristics along Queen Street;
- Continue the scale and form of the primary character buildings along Queen Street, through creating new commercial façades that are complementary to the character of the street;
- Celebrate a distinct Sault Ste. Marie through buildings and infrastructure which is authentic and reflects the City of Sault Ste. Marie's distinct character, recognizing the City's historical linkage between nature and industry including nautical, rail, and industrial heritage;
- Create physical and visual connections between existing activities or nodes and incorporate linkages to new amenities and Districts including both visual and physical connections;
- Promote green buildings and incorporate green infrastructure when investing public funds; and
- Ensure the proper design and effective use of the Downtown built environment to enhance the safety and well-being for all members of the community.

2.0 Sault Ste. Marie Community Improvement Strategy

2.1 Sault Ste. Marie's Critical Needs

One of the issues facing the Downtown is commercial vacancies. Many buildings within the Downtown area are being underutilized and are in need of redevelopment or re-use. The Downtown Community Improvement Plan aims to encourage new development and provide incentives for property owners to restore the condition of these once vibrant buildings. The restoration of the buildings within the Downtown area will create a catalyst for new development in the heart of the city and will help address the issue of declining assessment values in the Downtown.

A goal of the DCIP is to allow the Downtown to remain commercially viable for new businesses and to serve as a competitive commercial corridor, in light of big box development elsewhere in the community. The Downtown area thrives commercially because it provides a market place shopping "experience". It serves as an authentic place which urban design balances between natural and built heritage. It has the ability to accommodate new development and possesses a unique retail ambience that appeals as a destination for both residents and visitors of the city.

Another aim is to foster a greater mix of higher density residential development. The purpose of residential units within the Downtown is to stabilize the neighbourhood population and allow more pedestrian traffic. Additionally, residents within the Downtown will serve as a primary customer base for businesses within the area. With a more dense population within the downtown, it will boost the Downtown economy and increase the rate of investment within the area.

As part of this current Downtown Development Initiative, a number of stakeholders, including the Downtown Association and City staff assessed the relevant issues facing the Downtown today. Overall the critical issues focus on:

1. Redevelopment of underutilized, derelict sites and areas
2. Deficiency of recreational and green spaces within the Downtown
3. Lack of new higher density residential development
4. Need to establish a sense of place within the Downtown
5. Loss of Downtown status as a competitive commercial area

2.2 Sault Ste. Marie Community Improvement Project Area

The City of Sault Ste. Marie Downtown Community Improvement Plan applies to the Downtown area defined under the City of Sault Ste. Marie Official plan. The downtown is defined as those properties bounded by or with frontage on;

The north by:

- Wellington St, including those properties on Bruce Street south of Huron Central Railway

The east by:

- Church St.
- Queen St. E.
- The easterly property line of the former hospital lands (969 Queen St. E)

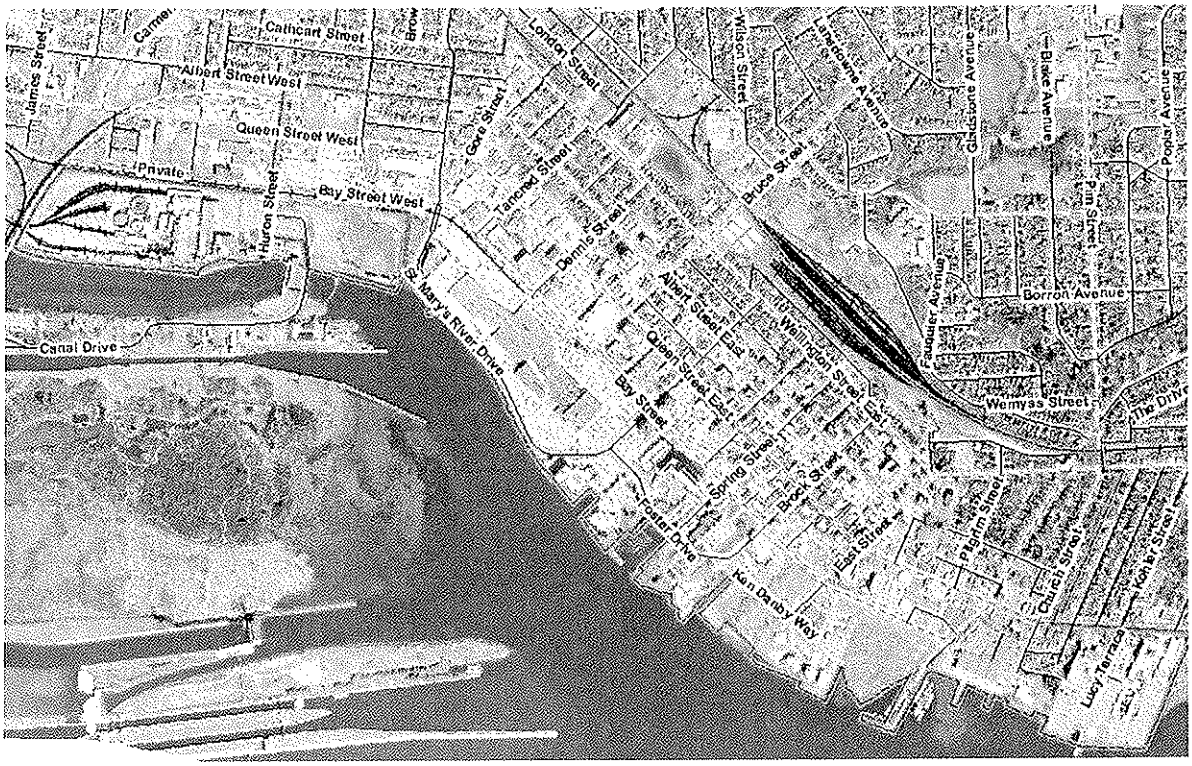
The south by:

- St. Mary's River waterfront

The west by:

- North St.
- Cathcart St.
- Albert St. W.
- Huron St, including the former St. Mary's Paper property.

The following map is the defined Downtown Community Improvement Area:



2.3 Goals and Objectives for Community Improvement

The goal of the Downtown Community Improvement Plan is to establish the downtown as:

- An attractive, vibrant, multi-functional urban center
- A focal area for investment in residential, employment, retail, entertainment, recreational, arts and cultural and major infrastructure developments.

Objectives:

a) Use municipal resources to demonstrate leadership and forward thinking in the design (or redesign) and development (or redevelopment) of public buildings, spaces, parks, streets and infrastructure within the designated Community Improvement Project Area;

b) Establish a vibrant and safe atmosphere in the Downtown by encouraging new investment in residential development, business retention and business start-ups;

c) Provide for building rehabilitation and improvements to enhance the Downtown, and encourage revitalization or redevelopment through private investment;

d) Provide incentives to eligible property owners to encourage and stimulate the design or redesign, development or redevelopment, construction and rehabilitation of privately or publicly owned buildings or properties within the Community Improvement Project Area; and

e) Monitor the performance of the Downtown Community Improvement Plan on an on-going basis to ensure that the goals of the Community Improvement Plan are being met.

3.0 Community Vision for Downtown Area

The Downtown Vision for the Sault Ste. Marie Community as outlined in the 2007 Downtown Improvement Study is as follows:

1. More than main street – A "true" neighbourhood:

   The Downtown is more than a Main Street (Queen Street). It is more than a place to shop or work; it is a desirable place to live, a place to come from – it is a "neighbourhood" in the most traditional sense. The Downtown neighbourhood is home to many generations, young and old. It is a desirable and welcoming place for all demographics; families, young professionals and retirees.

2. An Authentic Place:

   The Downtown neighbourhood is a showpiece in the community but it is an authentic place that embraces and balances its natural and built heritage/history while accommodating the changing needs and preferences of the community.

3. A "24/7" Neighbourhood:

   The Downtown is a neighbourhood that lives beyond the office hours of its office towers; the streets are not "rolled up" after 5p.m. The new Downtown neighbourhood will be alive and active during the day, in the evening, on weekends and throughout all seasons.

4. The Entertainment and Cultural Centre of The City:

   The Downtown neighbourhood is the place that the community and its visitors go to entertain and be entertained, The Downtown Is home to the community's premier visitor/tourist and cultural attractions as well as a variety of complementary services, facilities and events to entertain and fulfill individuals, families or couples for an afternoon or evening.

5. A Market Place Shopping Experience:

   The commercial offerings of the Downtown neighbourhood provide a reprieve from the flash and pace of the fast growing commercial strips. Shopping in the Downtown is an interesting and leisurely experience of exploration and indulgence.

6. A Well-Connected Place:

   The physical and visual connections of the Downtown neighbourhood are prominent and easy to understand. There are logical and convenient means for pedestrians and vehicles to move into and within the Downtown and its various activity and land use nodes.

7. A Safe Place

   The Downtown is neighbourhood in which you feel safe and are safe. The new Downtown neighbourhood is known for its low incidence of crime, accidents and injuries. It feels safe and is safe to be out at night, to cross the street and walk along side streets and alleyways.

3.1 Municipal Leadership Strategy

It has been identified by the City of Sault Ste. Marie Corporate Strategic Plan, Strategic Direction 1: Developing Solid Infrastructure, Objective 1-C Property Management and Development, that phase two of the Downtown Development Initiative by prepared and implemented as an integral part of the strategic direction of Sault Ste. Marie.

3.2 City Benefits

The Downtown area has the potential to reassert itself as the economic, recreational and cultural center of the City. The concentrated size provides a more comfortable and less

overwhelming environment compared to areas dominated by auto-centric, big box retail corridors. The smaller size also makes the downtown more walkable with shorter distances between destinations. With the proper attention paid to streetscape, design amenities, and economic activities, these features can lend to the establishment of a strong sense of place. The significance of the Downtown can be illustrated as follows:

1. The central business district is a prominent employment center in Sault Ste. Marie. The downtown area employs thousands of people and is one the largest concentration of employment in the community.

2. The Downtown represents 22.43% of the community's overall commercial tax assessment and generated over $5,310,000 in tax revenue in 2013 (See Appendix E). When compared to the remainder of the City, the Downtown's per acre assessment value and 2012 property taxes is more than 10 times that of the remainder of the City. If this district declines, property values in this area will decrease and would subsequently increase the tax burden on other parts of the community.

3. The Downtown is the historic core of Sault Ste. Marie. Many of the buildings are historically significant and help highlight the community's rich waterfront history.

4. Downtown represents a vast amount of public and private investment. The costs to recreate all the public infrastructure and buildings already existing in the central business district would be immense. There is a substantial cost to the currently underutilized downtown.

5. The Downtown is a government center. It is where City Hall, the Courthouse, and main post office are located as well as a number of other provincial and federal offices. These centralized locations for government services are a notable feature of the Downtown area.

3.3 Downtown Association

The Downtown Association is a group of local business and commercial property owners within the defined Downtown who have collaborated with the City, and seek to create thriving, competitive and safe business area that will attract shoppers, diners, tourists and new businesses. By working together as a Business Improvement Area (BIA), local business have the organizational and funding capacity to be catalysts for civic improvement, enhancing the quality of life in their local neighbourhood and the City as a whole.

The Association is run by a volunteer Board of Management elected from its members at an Annual General Meeting. The Board works on behalf of its BIA and meets regularly to develop budgets, set priorities, implement capital improvements, plan festivals and promote its business area.

The Downtown Association BIA is committed to improving and promoting downtown Sault Ste. Marie through investment, advocacy and events to ensure the area is a great place to work, live, shop, dine and visit.

The BIA is funded through a special tax levy that is collected from all commercial and industrial property within the BIA's boundary by the municipality and passed on entirely to the BIA organizations. Calculation of this levy is based on the proportionate value of each property's commercial and/or industrial assessment.

3.4 Public Open House Results

A public open house session was hosted by the City in October 2013 for the business and property owners on Gore Street and the section of Queen Street between Dennis Street and Gore Street. This event was very well attended with the majority of business and property owners well represented at this meeting. At this meeting, there was positive support for the programs and strategies being presented, specifically the financial incentive programs, however, there was concern about that the vandalism issues being faced in that neighbourhood. Many believed that the vandalism and crime elements in this area will be a deterrent for many business and property owners to take advantage of the incentive programs being offered.

A second public open house was hosted for the Queen Street Downtown Association merchants and property owners in November 2013. This open house also attracted a number of community residents from different parts of the City. Again, at this meeting, there was an overall positive response to the proposed financial incentive programs. As well, there was much discussion on the range of commercial uses that many felt would add to the vibrancy of the Downtown, such as more cafes, pubs and general events, such as Downtown Days (hosted by the Downtown Association). In addition, there was considerable discussion of the role of transit in bringing more people Downtown, and that currently, the infrequency of service in the evenings and weekends, and the indirect routes does not provide efficient public transit connection to the Downtown.

As a result of this meeting, the City should investigate the possibility of increasing a police presence in the Downtown, particularly in the Gore Street area. In addition, Sault Ste. Marie Transit should examine the possibility of providing more direct and frequent transit service to the Downtown during evenings and weekends.

4.0 Financial Incentive Programs

4.1 Purpose

The City of Sault Ste. Marie Downtown Improvement Study identified a need for financial incentive programs to stimulate and leverage private sector investments. This DCIP outlines a framework for the several incentive programs offered in this plan. These incentive programs are meant to act as a catalyst to encourage private sector investment in the Downtown. The availability of these programs and incentives will be evaluated and decided upon by City Council.

This Plan outlines the following financial incentive programs:

- Tax Increment-Equivalent Grant Program;
- Building and Façade Improvement Grant
- Professional Design Grant

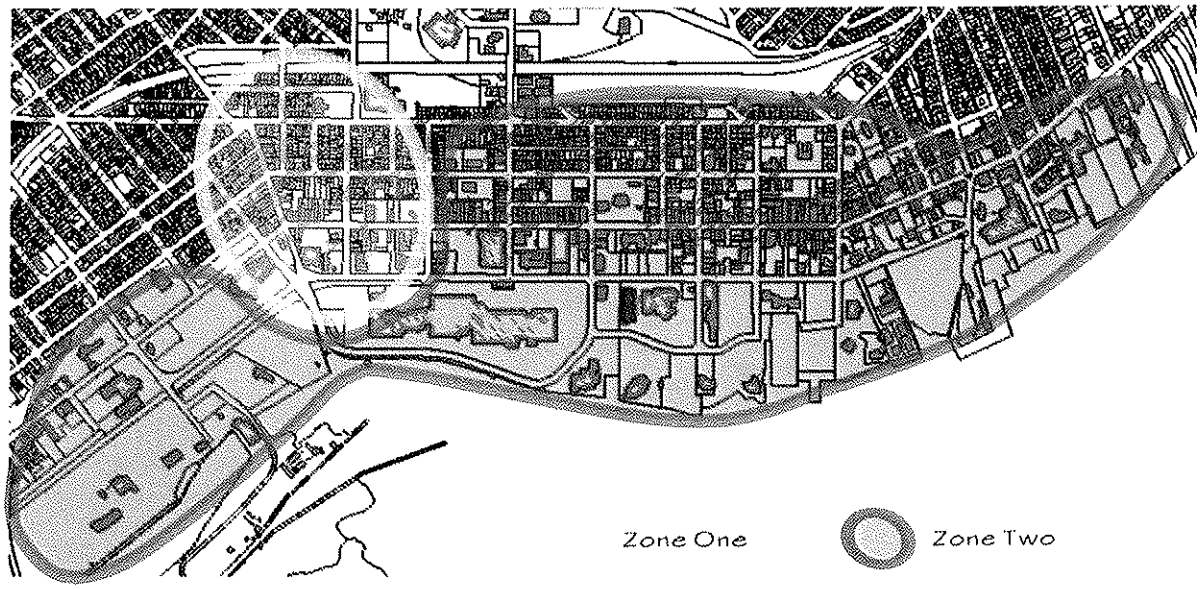
4.2 Tax Increment-Equivalent Grant Program

A Tax Increment Equivalent Grant (TIEG) is generally delivered as a "pay as you go" grant - meaning the owner is responsible for the up-front remediation and redevelopment costs. Each eligible year, the owner must pay the property taxes in full. Afterward, the municipality will provide to the registered owner a grant equal to a portion of the tax increment.

A TIEG is a favourable incentive with little expense to the City. The subject sites underutilized today make a tax contribution which reflects their current depressed value. Without an incentive to invest, the situation may be unlikely to change. While the municipality forgoes the tax increases of redeveloped property in the short term, the investment will spawn economic activity, much needed housing mix and will eventually contribute to a higher level of taxation.

Grants are equal to a percentage of the municipal tax increment on a declining rate basis for a maximum 5 year period. The percentage of the municipal tax rebated is based on the increase in tax generated from an increase in assessment. When an approved project is complete, a grant will be paid annually by the City to the eligible applicant following the full payment of property taxes. In year one, the grant to the approved applicant may equal 100% percent of the incremented taxes for the subject property. Year 1 is defined as the first full calendar year in which taxes are paid after the project has been completed and reassessed.

The grant amount for Zone One (Map Below) will include additional incentives throughout the grant program in the form of a 100% rebate each program year. Zone One is addressed as a targeted improvement area within the Downtown and of this Community Improvement Plan. The additional rebate for Zone One is meant to concentrate development on Gore Street and the section of Queen Street between Dennis Street and Gore Street (see Zone One boundary on Appendix A).



The grant amount for Zone Two in this program shall not exceed 100% of the increase in the municipal portion of the taxes in year one, decreasing to 75% in year two, 50% in year three, and 25% in year four. The grant amount for Zone Two was established to encourage infill projects, new development and enhancing the overall vibrancy of the Downtown (see Zone Two boundaries on Appendix A).

The maximum payment schedule for all DCIP Tax Grants is as follows:

Time	Zone One	Zone Two
Year 1	**100%**	**100%**
Year 2	**100%**	75%
Year 3	**100%**	50%
Year 4	**100%**	25%
Year 5	**100%**	

In addition, eligible program participants may apply for cancellation of the educational portion of property taxes through the Province of Ontario's Brownfields Financial Tax Incentives Program (BFTIP). Provision of tax assistance for the education portion of a property tax increase is subject to an application by the City to the Ministry of Municipal Affairs and Housing. Provision of the tax assistance for the educational portion of a property tax increase is limited to those costs associated with remediation.

4.3 Private Sector Assistance Programs

4.3.1 Building Improvement Grant Program

The Building Improvement Grant Program is a matching grant program for interior renovations to non-residential properties (commercially zoned) to promote functional improvements or changes in use as permitted under the Zoning By-law. The grant is designed to promote the re-use of buildings, use of second floors for commercial or residential uses and to create sustainable buildings capable of providing a competitive location for commercial activity. Property improvements can include partial or full conversion to residential uses subject to the provisions of the Zoning By-law.

The Building Improvement Grant is based on a matching funds basis, and provides grants up to $17,500 or a maximum of 50% of eligible costs, whichever is the lesser. **The grant amount will be determined on the overall investment, quality, and significance of the improvement to the Downtown Area.**

	Major Improvements	**Design**
Grant Amount (Maximum)	**$15,000** or 50% of the eligible costs (whichever is the lesser)	$2,500 or 50% of the eligible costs (whichever is the lesser)

Eligible projects include: Privately owned, commercial zoned property owners or tenants (with owner's authorization) located in the Downtown Community Improvement Policy Area.

Eligible costs for the Building Improvement Grant program include costs borne by the property owner relating to materials, labour, equipment and professional fees associated with building restoration, improvement, renovation, minor building additions and barrier free improvements to the interior of the building and its major building systems (e.g. HVAC systems).

Prior to the issuance of any approved grant, all eligible costs must be paid in full by the owner/tenant. A copy of all invoices will be required prior to the issuance of the grant. In addition, all renovations/improvements must ensure that all required building permits are obtained (cost of building permits are not an eligible expense under this program) and finalized (occupancy permit) before the grant will be disbursed. If the property is sold or interest in the granted property is transferred (in part or in whole) within the first year of the building improvements, full repayment to the City is required.

4.3.2 Façade Improvement Grant Program

The Façade Improvement Grant Program is a matching grant program for exterior renovations to non-residential properties to promote aesthetic improvements consistent with established design guidelines prepared as part of the Community Improvement Plan. The grant is designed to promote additional improvements in façade treatment by property owners that otherwise may not occur due to cost premiums associated with these improvements.

The Facade Improvement Grant is based on a matching funds basis, and provides grants up to $12,500 (minimum grant of $2,000) or a maximum of 50% of eligible costs, whichever is the lesser. If the property is sold or interest in the granted property is transferred (in part or in whole) within the first year of the building improvements, full repayment to the City is required. **The grant amount will be determined on the overall investment, quality, and significance of the improvement to the Downtown Area.**

Grant Amount (Maximum)	**$10,000** (minimum grant of $4,000) or 50% of the eligible costs (whichever is the lesser)	$2,500 or 50% of the eligible costs (whichever is the lesser)

Eligible projects include: Privately owned, commercial zoned property owners or tenants (with owner's authorization) located in the Downtown Community Improvement Policy Area.

Eligible costs include costs borne by the property owner relating to materials, labour, equipment and professional fees associated with façade improvements and restoration, improvement. Examples of eligible works include: Brick Cleaning façade treatments, such as power washing; Exterior painting; Replacement of doors and windows; Replacement and/or repair of cornices, parapets and other architectural features; Replacement and/or repair of awnings or canopies; Repair and/or re-pointing of façade masonry, the

maintenance of brick facades will be encouraged; Installation and improvement of signage; Installation of exterior decorative lighting and upgrading of fixtures; Redesign of storefront; Installation of wheelchair accessibility ramp.

Eligible facades include both front and side facades (for corner properties). Rear façade improvements will be considered secondary for the purposes of allocating funds.

Prior to the issuance of any approved grant, all eligible costs must be paid in full by the owner/tenant. A copy of all invoices will be required prior to the issuance of the grant. In addition, all renovations/improvements must ensure that all required building permits are obtained (cost of building permits are not an eligible expense under this program) and finalized (occupancy permit) before the grant will be disbursed. If the property is sold or interest in the granted property is transferred (in part or in whole) within the first year of the building improvements, full repayment to the City is required.

4.3.3 Professional Design Grant

All projects that will apply for private sector assistance programs will be reviewed against a number of design criteria outlined in the downtown urban design guidelines, and to ensure the development supports the community's overall vision for the downtown. To assist developers with interpretation and implementation of the guidelines, the Design Grant will provide a non-matching grant to retain professional design services for the purposes of concept plan development, initial cost estimation, or preliminary construction drawings associated with façade or interior improvements. The grant will provide funding for architectural design services to a maximum of $2,500.

Grant Amount (Maximum)	**$2,500**
Facade	• Consistent window lines with abutting buildings • Preservation or enhancement of architectural details • Preserving and restoration of original masonry • The use of siding of any kind will not be supported along Queen Street and Gore Street, or other historic buildings • Selection of colours that are appropriate to the area's character • Colours: red's, browns, oranges • Brick painting on historic buildings will not be funded • Signage should be understated, and not obscure important architectural features • Multiple signs will be discouraged Innovative design is also encouraged, subject to overall consistency with building massing, scale of facades and building heights.

Interior	•	Improvements designed to promote the re-use of buildings, use of second floors for commercial or residential uses and to create sustainable buildings capable of providing a competitive location for commercial activity.
	•	Major structural improvements
	•	Cosmetic improvements only eligible if part of a major renovation

4.4 Review of Grant Programs

Proposed projects will be reviewed in accordance with the Queen Street Urban Design Guidelines. Projects that are not consistent with these guidelines will not be eligible for any financial assistance grants.

5.0 Major Development Sites

5.1 Develop Underutilized Sites

There are five key sites identified in this plan which will benefit from the proposed incentives and targeted expenditures outlined in the DCIP. The overall goals for these sites include:

- Encourage adaptive re-use approach, reusing a site or building for a purpose other than which it was built or designed for;
- Promote post-secondary institution clusters in the Downtown (I.e. satellite campuses, residences, facilities, etc.); and
- Encouraging a high standard of urban design to ensure signature development along the City's Waterfront and throughout the Downtown.

The five specific sites identified are:

Blueforest Ventures Inc. (former St. Mary's Property) Redevelopment

The Blueforest Ventures Inc. property is rich in history and in an effort to create a unique sense of place, the City of Sault Ste. Marie will work with the Blueforest Ventures Inc. to facilitate the creation of a Regional Tourist attraction. In order to ensure the preservation of the unique Sault Ste. Marie waterfront and its buildings, the development should preserve and respect the numerous heritage buildings within the property. The City of Sault Ste. Marie will also encourage additional uses that would revitalize the former industrial site as well as add to the overall vibrancy of the Downtown.

Gateway Site

The Gateway Site has been established as a primary waterfront development site with immense potential. The City of Sault Ste. Marie will work with post-secondary institutions on the development of Downtown facilities. Another consideration for this primary site is

to ensure development is built in a manner that encourages pedestrian and vehicular travel to the remainder of the Downtown. Consideration should also be given to the development of a permanent casino, should that result from the ongoing modernization efforts of OLG.

Suncor Property

The Suncor Property is a blight along the City's waterfront. In order to realize the full potential of this waterfront site, the Suncor Property needs to be evaluated, in conjunction with the property owner, for various development opportunities. Possible opportunities for the Suncor Property Site range from residential or commercial development or the implementation of passive-recreation green space or other environmentally sustainable alternatives. The City is seeking to work with the property owner to move forward on some form of development.

Former Sault Area Hospital (SAH) Site

The Former Sault Area Hospital (SAH) Site provides a prime opportunity to enhance and restore a prime waterfront development site that has been vacant since the relocation of the hospital. The City of Sault Ste. Marie will continue to work with the new owner to facilitate the re-use and redevelopment of the site.

Former Northern Breweries Site

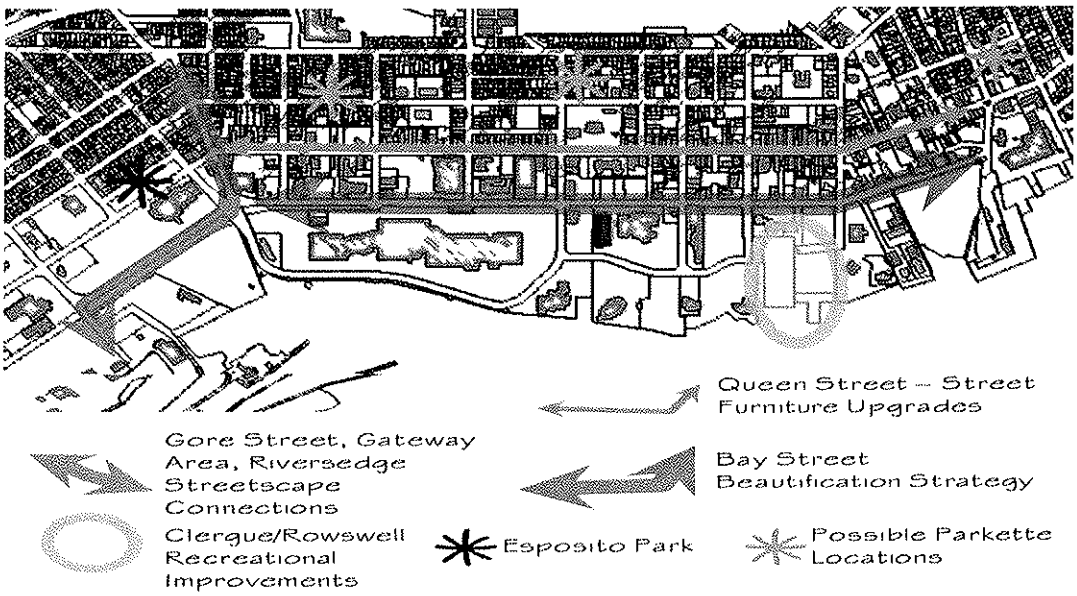
The Former Northern Breweries Site is currently in a state of disrepair and needs to be brought up to proper standards to ensure public safety. To ensure a high level of safety in the Downtown area, the City will proactively seek to ensure that the building is brought to a safe condition.

5.1.1 Underutilized Sites – Action Items

- A set of design principles will be developed to guide future develop of the Canal District (Blueforest, Gateway/Casino Site);
- A partnership with Blueforest Ventures Inc. will be launched to coordinate a funding application to NOHFC for the establishment of a regional tourism and mixed use development;
- Work with Suncor to explore Federation of Canadian Municipalities Green Municipal funding to begin site assessment and remediation initiatives.

5.2 Cultivate a "Sense of Place"

Public Realm Improvements will help to cultivate a "sense of place" by focusing capital investments to encourage increased public accessibility and address aesthetic concerns throughout the Downtown. The Improvements involve several project goals relating to the Downtown areas of focus. The following is a map of the public realm improvement areas identified in this plan.



5.2.1 Public Realm and Streetscape Improvements

Over the next few years, a number of Downtown area streets are proposed for re-construction/re-surfacing. Well-designed streetscape connections will enrich the public realm and create unique pedestrian experiences for both residents and tourists. For example, Bay Street, when re-surfaced can utilize a number of beautification strategies that will foster better integration of the Blueforest and Gateway development sites into the Downtown core areas, and establish improved linkages to existing tourism developments such as the Art Gallery of Algoma, the Canadian Bushplane Heritage Center, and the Ermatinger-Clergue National Historic Site.

Street furniture upgrades along Queen Street will encourage an age-friendly form that encourages pedestrian travel, as well as opportunities for gathering or rest. In addition it will also establish a unique identity for the Downtown area by incorporating distinctive streetscape elements such as light pole accessories, benches, recycling bins, bike rakes, message/map boards etc. The use of tree lighting will also enhance the Downtown ambiance and increase night-time safety, which is strongly encouraged by the current Downtown Association.

In addition, Gore Street streetscape improvements are proposed to foster a built environment that attracts private sector investment into this under-utilized area. Streetscape improvements will be identified as part of the public realm and streetscape planning proposed as part of this plan.

Public Realm planning will also allow for the opportunity to plan for areas that encourage social gathering and reclaim orphaned spaces. "Orphaned Space" is an area within the public realm that could potentially be used for gathering and interaction, but because of

their design (or lack of design) are not accessible or not utilized by the public. Orphaned Space can be reclaimed using public art to create visual interest points throughout the Downtown and generate areas that are welcoming to interaction and investment. To encourage the installation of Public Art in "Orphaned Space" a City policy should be established for selecting public art installations and locations. Other areas that could be reclaimed include pedestrian walkways, under-utilized parking stalls, sidewalk areas, boulevards, etc.

Another need identified in the Downtown is access to recreational amenities. Recreational Improvements to Clergue Park will address the lack of recreation space within the Downtown in order and create an environment inviting to families and children. In addition, the existing water fountain is nearing its functional life. The maintenance of this feature is difficult given its offshore location and many of the parts needed to maintain this fountain can no longer be obtained. It is recommended that a surface fountain be used to replace the obsolete offshore fountain.

In addition to Clergue Park improvements, parkette locations will be identified throughout the Downtown area. Parkettes are small green space areas that are open to the public and contain amenities like children's play facilities, benches and tables. Currently vacant or under-utilized properties within the Downtown neighbourhood area can potentially be converted to park space. Parkette development will encourage under-utilized properties to be used as play areas and gathering places for the Downtown residents. It will also embolden residential investment in the Downtown by creating recreational play areas.

5.2.2 Strenuously Enforce Property Standards

Where derelict or abandoned buildings have outstanding work orders, are in tax arrears, and where there is no intent of the property owner to bring the property to a minimum standard, the City should proactively work to have these buildings demolished. This will serve to prevent "broken window" syndrome in the Downtown.

5.2.3 Sense of Place Action Items

Streetscape and Public Realm Improvements

- Retain urban design professionals to develop streetscape plan focusing on landscape, street furniture, lighting, as well as other aesthetic improvements, focusing on Queen Street, Gore Street as well as other Downtown roads identified in the 5 year capital works plan
- Implement new streetscape elements along Queen Street, Gore Street and other Downtown streets planned for reconstruction or resurfacing in the next 5 years.
- Identify vacant or under-utilized properties within the Downtown neighbourhood area that can be converted to park space
- Acquire lands through tax arrears process for park space development
- Acquire and install park equipment

- Establish City policy for selecting public art installation and locations
- Work with local Art Council to establish a committee to screen and acquire public art for installation at various locations in the Downtown.
- Identify potential areas for public art installation and social gathering

Clergue Park Improvements

- Initiate site planning design, and site servicing improvements (i.e. water, sanitary, storm water) to accommodate future recreational facilities, water fountain
- Acquire and install of water fountain feature, park equipment

Enforce Property Standards

- Strenuously enforce sub-par property standards
- Prosecute on-going property standards offences and utilize tax arrears process to demolish derelict sites

6.0 Monitoring Program

6.1 Purpose

The City of Sault Ste. Marie will conduct periodic reviews of the Downtown Community Improvement Plan in order to determine its effectiveness. Specifically, the purpose of the Monitoring Program is to determine if:

a) The programs are achieving the goals and objectives set out; and/or
b) Program adjustments are required

6.2 Monitoring Process

In order to successfully monitor the DCIP, the Downtown Community Improvement Committee will undertake the collection of statistical data in order to determine baseline information upon the adoption of the DCIP. The collection of baseline data will allow the City to compare results and to determine if the program is achieving the goals and objectives set out by the DCIP or if program adjustments are required.

The following are examples of values to be monitored for the evaluation of the DCIP;

- Number of successful applications;
- Project details as proposed by application;
- Municipal assessment and taxes prior to commencement of approved project;
- Square footage of habitable floor space created;
- Square footage of industrial or commercial space rehabilitated or constructed;
- Acreage of land remediated and/or redeveloped; and
- Total value of investment; public vs. private investment; capital works, facilities investment;

- Increase in assessed value of property and municipal property taxes upon completion of project; and
- Total dollar amount granted by tax increment per year;
- Number of new businesses created, maintained, expanded, modernized;
- Number of new jobs
- Types of new businesses, e.g. knowledge base, information technology, communication, service, retail, etc.

6.3 Reporting

Based on the information obtained through the regular and the continuous tracking of Financial Incentive Program applications and the monitoring of variables, the DCIP Review Committee will prepare an annual report in order to provide an overview of the program to Council and the general public.

6.4 Program Adjustments

City Council will review this Community Improvement Plan at regular intervals to ensure that the intent and project objectives are being met. City Council may discontinue or modify all or part of the program incentives without a formal amendment to the Community Improvement Plan, provided that the variation does not exceed the original maximum credit allowed.

7.0 Implementation

7.1 Interpretation

The City of Sault Ste. Marie Downtown Community Improvement Plan must be read and interpreted in entirety, and in conjunction with the Planning Act, Municipal Housing Act and all other municipal planning documents.

In addition, this Community Improvement Plan will be interpreted at the sole discretion of the City of Sault Ste. Marie in consultation with, or based on advice from the City's Planning Division.

7.2 Timing

The Downtown Community Improvement Plan will remain in effect for three years but may be extended by City Council subject to appropriate review and notice.

7.3 Administration of the Financial Incentive Programs

The financial incentives programs offered through the Downtown Community Improvement Plan will be administered by the Downtown Community Improvement Plan Committee with representation from the City's Planning, Building, Engineering, Public Works and Finance Departments. All grant applications for financial assistance will be reviewed by this committee, with final approval being subject to City Council authorization.

Representatives from EDC will also participate on the review of proposed public realm improvements.

7.4 Financial Management of Downtown Community Improvement Plan

Program	TOTAL
Incremental Tax Rebates	**Forgone Revenue**
Private Sector Assistance Grants	**$600,000**
Public Realm and Streetscape Planning	**$50,000**
Downtown Public Realm & Streetscape Improvements	**$1,250,000**
Project Management	**$150,000**
Private Sector Matching Investment	**$600,000**
TOTAL	**$2,650,000**

City	NOHFC	FedNor	Downtown Association	Private Sector	TOTAL
$300,000	**$857,500**	**$857,500**	**$35,000**	**$600,000**	**$2,650,000**

7.5 General Eligibility Requirements of the Financial Incentive Programs

The following are General Eligibility Requirements applicable to all incentive programs, and must be met in order for an applicant to be able to participate in the DCIP initiatives.

- An application to the City must be received prior to the application for a building permit for the project to be considered under the program.
- Property taxes must not be in arrears at the time of application.
- If the property is under an assessment appeal, the application will not be accepted until the appeal is resolved.
- Applicants must agree to not file a property tax appeal while receiving a grant or rebate under this program.
- Outstanding Work Orders from the City's Fire Services or Building Services Division and requests to comply shall be addressed prior to the submission of an application.

- Improvements made to the buildings or land shall be made pursuant to a Building Permit, and constructed in accordance with the Ontario Building Code and applicable Zoning requirements.
- Should the project fail to meet the eligibility requirements during the program, the full amount of property taxes including interest will become due and payable, or no grant will be provided, as if no incentives had been approved.
- Approved project incentives are applicable to the registered owner and the approved incentive (tax rebate, improvement grants) is assignable to any person to whom such an owner has assigned the right to receive the incentives such as a tenant or other assignee.
- This program may be used in combination with any other Community Improvement program provided that the total amount of assistance provided does not exceed the eligible costs.

Where the program is approved for use, the following conditions apply:

- This program would not exempt property owners from an increase in municipal taxes due to a general tax rate increase or a change in assessment for any other reason after the property has been improved.
- The property owner would be responsible for the full payment of the taxes and/or the building improvements, after which the City would provide the grant. For the time frame beyond the approval period, the owner would be required to pay the full amount of the taxes with no grant provisions.
- The tax assistance is based upon increases in property taxes as a result of development and rehabilitation, and is not based on occupancy or changes in occupancy.
- The maximum assistance will be calculated based on the difference between the assessed value of the property prior to the date of the application for building permit and the assessed value at occupancy.
- The municipal portion of the tax assistance will be calculated after tax capping calculations have been applied as required by Part 9 of the Municipal Act.
- For tax rebates, if the property is sold, conveyed, assigned or otherwise transferred in whole or in part before the program lapses no further assistance shall be given by the City. Nothing in this section prevents the City from entering into a new agreement with any subsequent owners of the property to receive the balance of the assistance under this program.
- For business improvement grants, if the property is sold, conveyed, assigned or otherwise transferred in whole or in part after 1 year of the approval, any grants issued, plus interest, will be repayable to the City.

7.6 Process and Submission Requirements of the Financial Incentive Programs

In order to be eligible for any of the incentive programs, applicants must submit a completed application in accordance with the General Process and Submission Requirements outlined below;

A complete application will include:

- Completed application forms; and
- Supporting materials such as plans, cost estimates and contracts, applicable reports, and any additional information required by the City of Sault Ste. Marie or the Downtown Community Improvement Plan Committee.

General Process and Submission Requirements include:

- The City is not responsible for any cost related to the CIP application process;
- An application must be submitted to the City prior to the commencing of any community improvement works;
- All Sources of additional funding/ incentives must be declared at the time of the application submission; and
- The Committee will evaluate all applications and supporting materials. Based on the evaluation, a recommendation will be made to the City Council. Council will have approval authority for all DCIP grant applications.
- All plans, reports, etc. required as part of the application process will be prepared by a professional qualified in that field (i.e. architects, engineers, etc.)

7.7 Severability

If a court of competent jurisdiction declares any section or part of a section of this DCIP by-law to be invalid, such section or part thereof, shall not be construed as having persuaded or influenced City Council to pass the remainder of the by-law, and it is hereby declared that the impugned section shall be severable and distinct from the remainder of the by-law, and the remainder of the by-law shall be valid and remain in force.

8.0 Conclusion

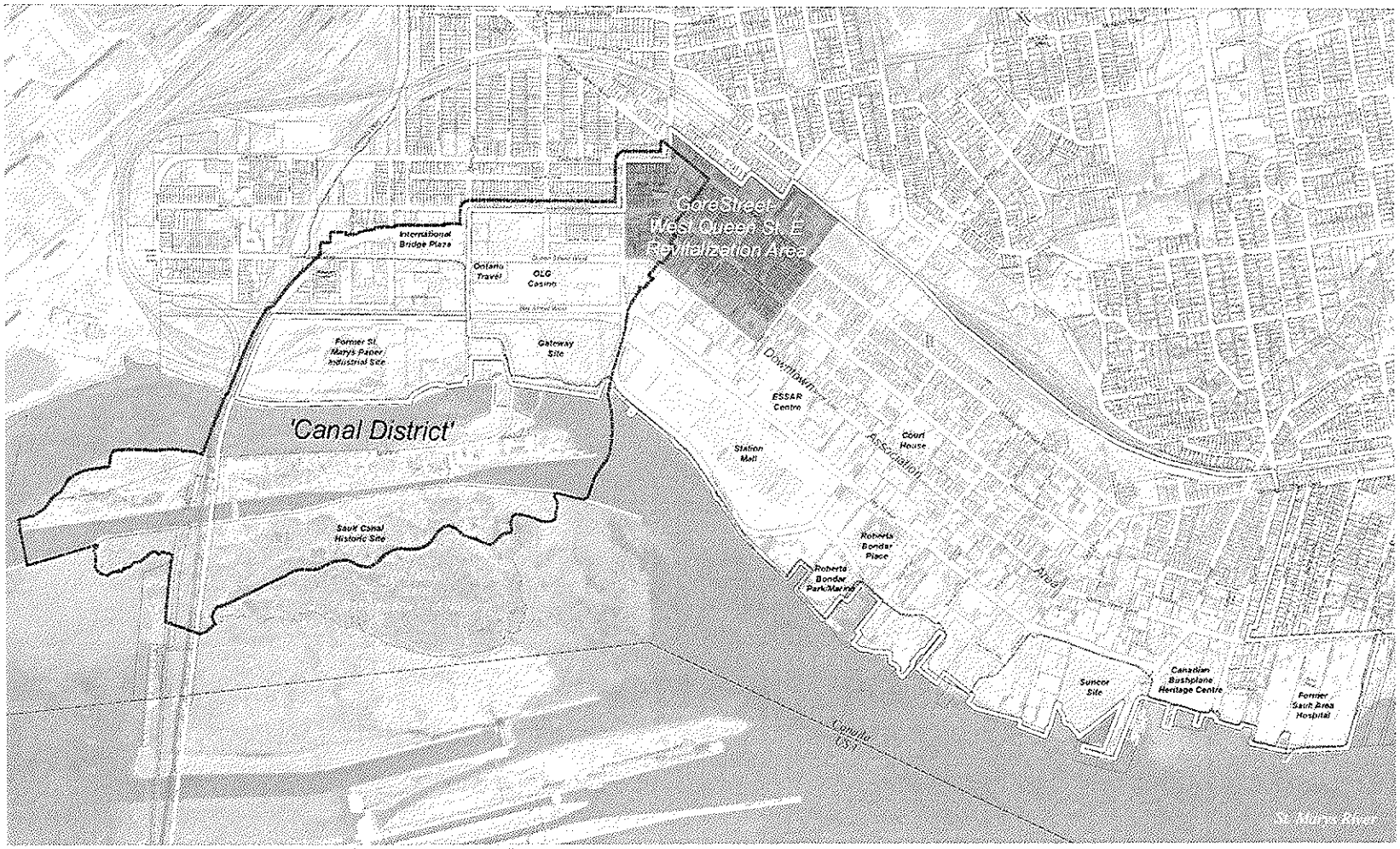
The City of Sault Ste. Marie Downtown Community Improvement Plan is designed to provide a framework that guides the Downtown area into a vibrant, thriving part of the city and re-establishes the regional significance of the Downtown.

The Downtown Community Improvement Plan outlines a set of goals and objectives, a community vision for the Downtown area and financial incentives, all designed to stimulate and leverage private sector investment in the Downtown. Implementation and monitoring

of this plan will be undertaken by the City of Sault Ste. Marie and the Downtown Community Improvement Plan Committee.

The plan will remain in effect for three years effective from the date Council approves the plan and is subject to any and all criteria outlined in this document.

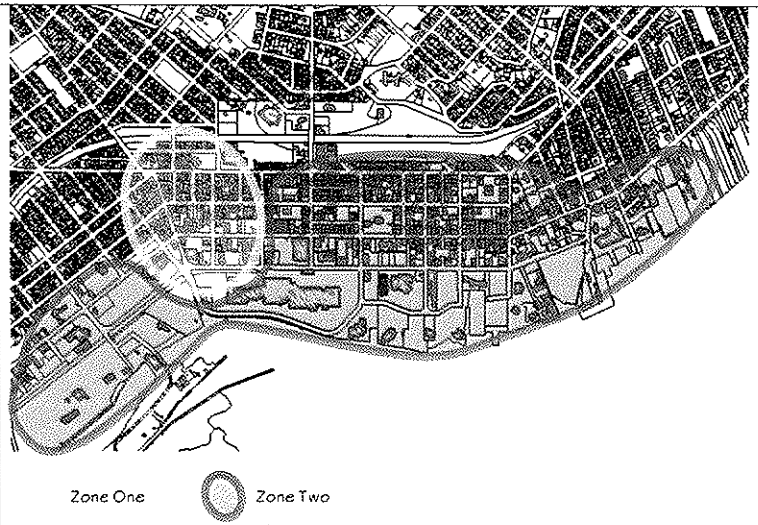
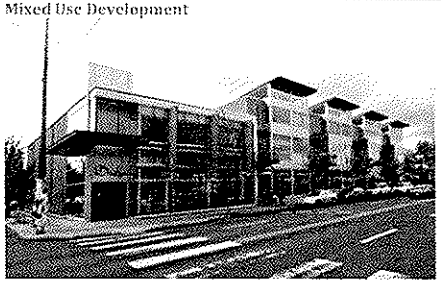
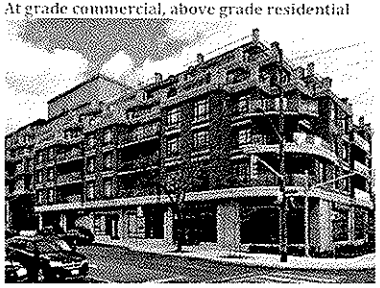
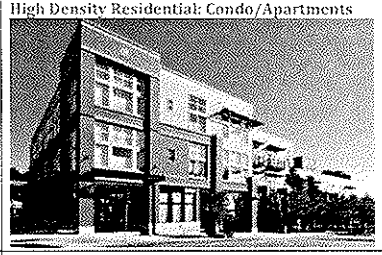
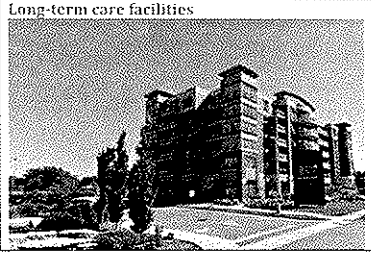
Appendix A – Community Improvement Policy Area

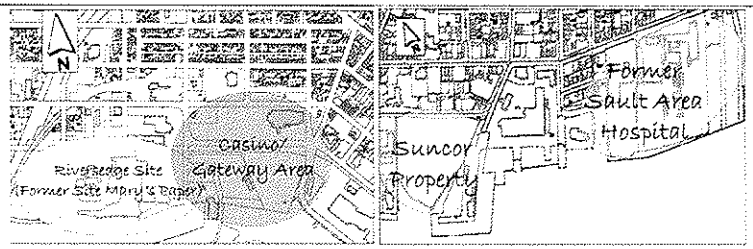
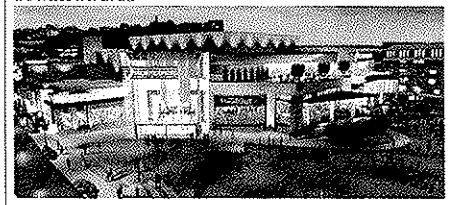
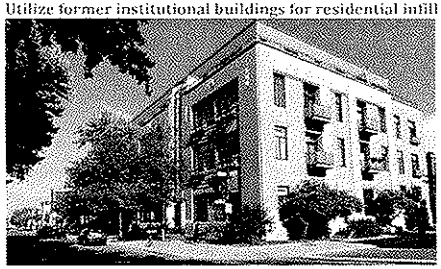


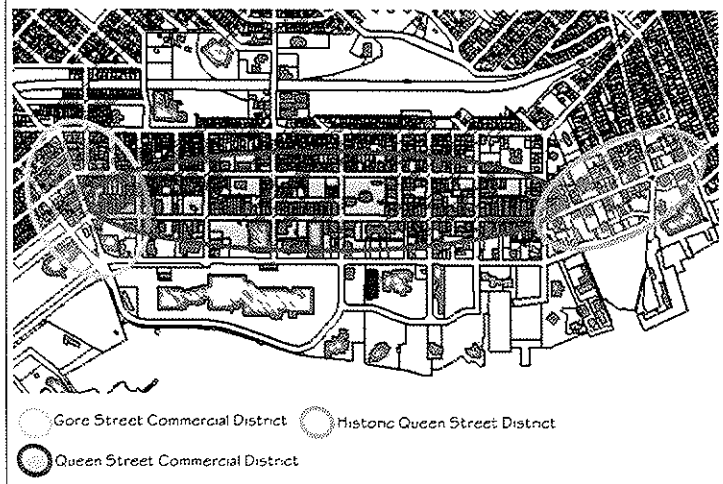
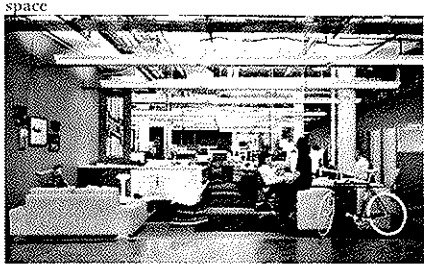
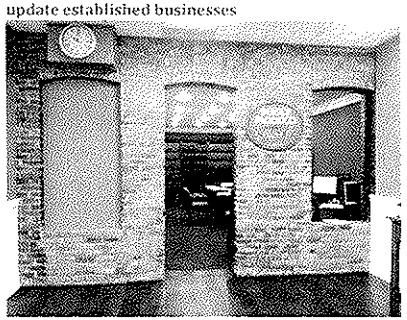
DOWNTOWN SAULT STE. MARIE

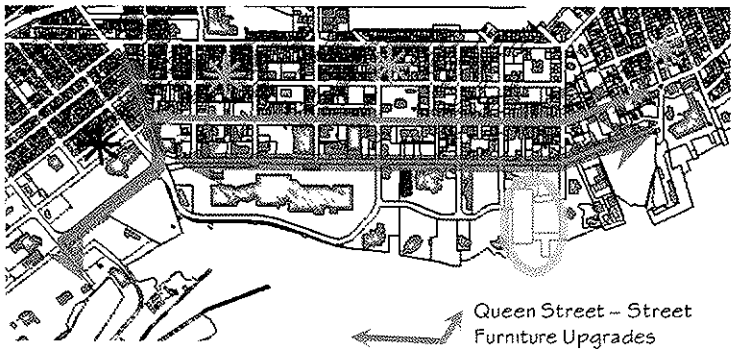
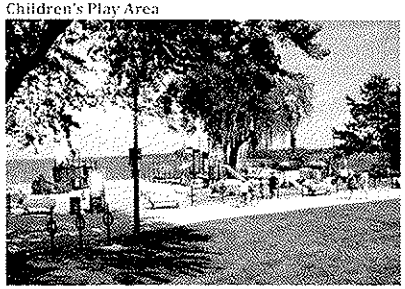
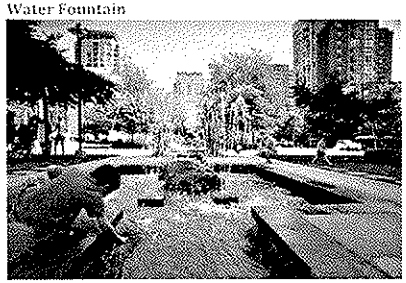
Appendix B – Downtown "Big Picture" Action Items

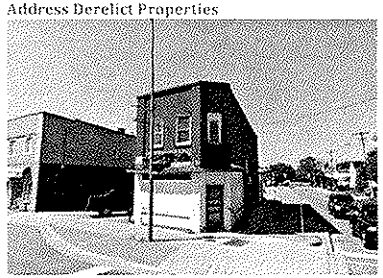
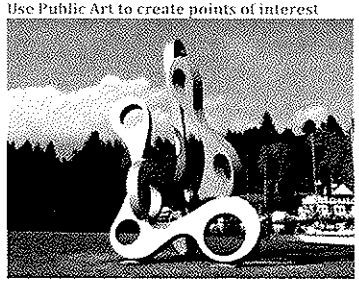
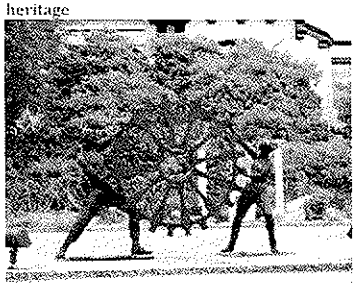
City of Sault Ste. Marie Downtown Development Initiative – 2.0

<table>
<tr><th>Big Picture Action</th><th>Downtown Area(s) of Focus</th><th>Project Types</th></tr>
<tr><td rowspan="3">Promote Catalyst Development</td><td rowspan="2"> 
</td><td>Mixed Use Development
  </td><td>At grade commercial, above grade residential
  </td></tr>
<tr><td>High Density Residential: Condo/Apartments
  </td><td>Long-term care facilities
  </td></tr>
<tr><td>Project Goals
Catalyst Development
• Encourage infill development that promotes positive economic spin-offs through-out the Downtown
• Foster development that supports existing business and services by creating a market of new residents within the Downtown
• Accommodate demand for apartment units
• Accommodate the need for affordable housing units
• Focus on high-quality urban design that integrates higher density development within the historic built form of the Downtown
• Create vibrancy in under-utilized or stagnant areas of the Downtown</td><td colspan="2">Actions/Tools
• Establish task force made up of downtown property owners from the Gore Street and west Queen Street area to discuss the issue of chronic vacancies
• Implement Tax Rebate programs as incentive to re-invest in the Downtown
• Set up staff review committee to assess rebate applications
Incremental Tax Rebates:
Zone One:
• 100%/Year 1;
• 100%/Year2;
• 100%/Year 3;
• 100%/Year 4;
• 100%/Year 5
Zone Two
• 100%/Year 1;
• 75%/Year2;
• 50%/Year 3;
• 25%/Year 4
Applicants would pay the full increase in municipal assessment and will be rebated at the rates outlined above
Funding
City of Sault Ste. Marie: Forgone Tax Revenue
Time Period for Implementation
2014: Establish review committee, formulate program eligibility requirements
2014-2017: Initiate rebate applications for eligible projects</td></tr>
</table>

Big Picture Action	Downtown Area(s) of Focus	Project Types
Develop Under-Utilized Sites		Conversion of former industrial space to office uses  Ensure future casino compliments surrounding Downtown area 
	Project Goals **Under Utilized Sites:** • **Encourage adaptive re-use approach, reusing a site or building for a purpose other than which it was built or designed for.** • **Promote post-secondary institution clusters in the Downtown (i.e. satellite campuses, residences, facilities, etc.).** • **Encourage a high standard of urban design to ensure signature development along the City's waterfront.** • **Ensure future casino development integrates within surrounding Downtown area** Specific Project Areas: **Blueforest Ventures Inc. (former St. Mary's Property) Redevelopment** ◦ Work with new property owners to facilitate the creation of a Regional Tourist attraction ◦ Facilitate a development that preserves and respects the numerous heritage buildings ◦ Encourage other uses that would both revitalize the former industrial site as well as add to the overall vibrancy of the Downtown **Gateway Site** ◦ Work with post-secondary institutions on the development of Downtown facilities ◦ Ensure development is built in a manner that encourages pedestrian and vehicular travel to the remainder of the Downtown. **Suncor Property** ◦ Evaluate, in conjunction with property owner, options for environmental remediation ◦ Assess possibility for the development of a passive-recreation green space **Former Sault Area Hospital (SAH) Site** • Continue cooperation with the new owner of the former SAH to facilitate the re-use and redevelopment of the site. **Former Northern Breweries** • Demolish derelict aspects of building • Ensure remainder of building is brought up to a safe condition	Re-purpose vacant industrial lands for recreational uses  Utilize former institutional buildings for residential infill  **Actions/Tools** • Establish design principles to guide future development of **Canal District (Blueforest, Gateway, Casino Site)** ◦ Assess financial viability of a regional tourism attraction with Blueforest Ventures Inc. ◦ Partner with Blueforest to coordinate a funding application to NOHFC for the establishment of a regional tourism and mixed use development ◦ Work with Suncor to begin site assessment and remediation initiatives **Funding** Design Principles: City: $40,000 *(Already Committed)* Financial Assessment – Regional Tourism Attraction: City: $25,000 *(Already Committed)* Blueforest Mixed Use/Tourism Development: $10,000,000, Private/Pubic Partnership **Time Period for Implementation** 2014: Design Principles 2013 – 2017: Blueforest re-development plan 2015: Suncor Site Assessment

Big Picture Action	Downtown Area(s) of Focus	Project Types
Advance Downtown as a viable commercial node		Transition "incubated" businesses to vacant commercial space  Utilize vacant commercial space for start-up business  Provide catalyst funding for Façade improvements  Support retrofitting of existing commercial spaces to update established businesses 
Project Goals **Create a viable commercial node** • Promote re-investment into established Downtown businesses to ensure area remains commercially viable in-light of the newer, large format retail elsewhere in the community • Maintain the Downtown commercial areas as a major source of tax revenue for the City • Utilize entrepreneurial start-ups (retail, food services, arts, etc.) to stimulate previously vacant spaces, transforming them into vibrant destinations. • Foster collaboration between vacant property owners and individuals looking at starting new businesses. • Encourage transition of EDC and Innovation Centre incubation start-ups to vacant Downtown commercial spaces. Specific Project Areas: **Gore Street, Queen Street Commercial Areas**		**Actions/Tools** Property re-investment • Stimulate private sector investment by providing matching grants for façade and interior renovation projects • Formulate grant review committee made up of City staff and Downtown Association members • Establish grant eligibility design criteria for grant recipients • Establish inventory of vacant commercial space in the Downtown core • Collaborate with EDC and SSM Innovation Centre to support the transition of incubated businesses into vacant Downtown commercial spaces **Funding** $600,000 **Time Period for Implementation** 2014: Establish inventory of vacant commercial space in the Downtown core 2014: Establish program criteria and steering committee for façade and interior improvement projects 2014-2017: Initiate grant applications for improvement projects

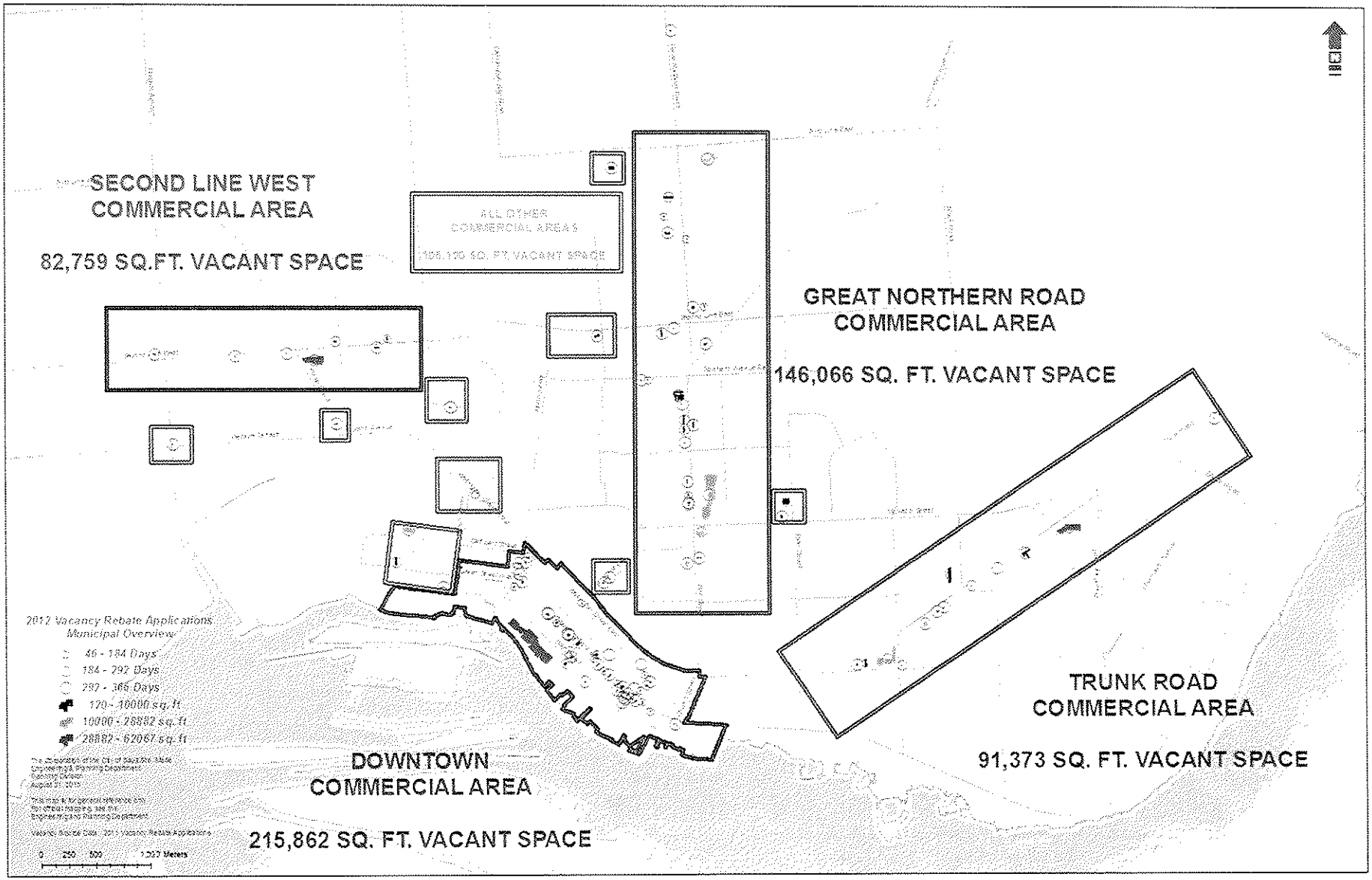
Big Picture Action	Downtown Area(s) of Focus	Project Types
Cultivate a "Sense of Place"		Children's Play Area  Outdoor Fitness Equipment  Water Fountain  Streetscape Improvements 
	Project Goals **Public Realm and Streetscape Street Improvements:** • Enrich the public realm by creating unique pedestrian experiences for both residents and tourists. • Foster better integration of Blueforest and Gateway development sites into the Downtown core areas. **Queen Street, Gore Street and Downtown Streetscape Improvements** • Encourage age-friendly built form that encourages pedestrian travel, as well as opportunities for gathering or rest. • Establish unique identity for the Downtown area by incorporating distinctive streetscape elements such as lighting, benches, recycling bins, bike rakes, message/map boards, etc. **Clergue Park Recreational Improvements** • Address the lack of recreational space within the Downtown, in order to create an environment inviting to families and children. • Replace existing, obsolete water fountain with easier to maintain surface fountain • Create signature waterfront attraction inviting residents and tourists to the Downtown **Parkettes** • Repurpose under-utilized property to create play areas/gathering places for the Downtown residents • Encourage residential investment in the Downtown by creating recreational play area.	**Actions/Tools** Public Realm and Streetscape Improvements • Retain urban design professionals to develop streetscape plan focusing on landscape, coordinated street furniture, lighting, as well as other aesthetic improvements • Upgrade streetscape amenities along Queen Street, Gore Street and other Downtown Roads planned for capital improvements Clergue Park Improvements • Initiate site planning design, and site servicing improvements (i.e. water, sanitary, storm sewer) to accommodate future recreational facilities, water fountain • Acquire and install of water fountain feature, park equipment Parkette Development • Identify vacant or under-utilized properties within the Downtown neighbourhood area that can be converted to park space • Acquire lands for park space development • Acquire and install park equipment **Funding** Streetscape Planning: $50,000 Queen Street, Gore Street and Streetscape and Public Realm Improvements: $1,250,000 **Time Period for Implementation** 2014: Streetscape Planning, identify properties for Parkette development 2015-2017: Streetscape and Public Realm Improvements

<table>
<tr><th>Big Picture Action</th><th>Downtown Area(s) of Focus</th><th colspan="2">Project Types</th></tr>
<tr><td rowspan="4">"Sense of Place" cont.</td><td>Project Goals
Strenuously enforce Property Standards
• Work to demolish derelict or abandoned buildings that do not meet minimum property standards
• Prevent "broken window" syndrome in the Downtown
Use Public Art and Create Gathering areas
• Create visual interest points throughout Downtown in an effort to generate areas that are welcoming to interaction and investment.
• Attract people to gather and socialize throughout the Downtown in order to create activity and vibrancy.
Tree Lighting Strategy
• Enhance Downtown ambiance and night time safety with the use of tree lighting
Project Types</td><td>Address Derelict Properties
  </td><td>Use Public Art to create points of interest
  </td></tr>
<tr><td>Encourage Public Art that embraces local heritage
  </td><td>Street Tree Lighting
  </td><td>Reclaim spaces to encourage social gathering areas
  </td><td>Create areas inviting to pedestrians
  </td></tr>
<tr><td colspan="3">Actions/Tools
Enforce Property Standards
• Establishing an operating fund to enforce sub-par property standards
• Acquire lands/properties with on-going property standards work orders or tax arrears
• Partnerships with Private Sector Developers to redevelop derelict sites
Public Art/Public Space Reclamation
• Establish City policy for selecting public art installations and locations
• Work with local Art Council to establish a committee to screen and acquire public art for installation at various locations in the Downtown.
• Identify potential areas for public art installations and social gathering</td></tr>
<tr><td colspan="3">Funding
Enforce Property Standards: City: Operational Budget</td></tr>
<tr><td colspan="3">Time Period for Implementation
2014: Identify derelict sites with outstanding work orders and/or tax arrears
2014: Develop Public Art policy, establish selection and review committee
2014-2017: Heightened enforcement of Downtown properties, acquire derelict sites, initiate public art, public area improvements</td></tr>
</table>

Appendix C – Downtown Funding Strategy

Downtown Development Initiative - 2.0 Proposed Funding Partnership

Program	City Forgone Revenue	NOHFC	FedNor	Downtown Association	Private Sector	TOTAL
Incremental Tax Rebates						
Private Sector Assistance Grants						
• Business Improvement Grant						
• Façade Improvement Grant		$600,000				**$600,000**
Public Realm and Streetscape Planning						
• Urban and public realm design elements						
• Street furniture identification						
• Streetscape Planning for Bay Street, Queen Street, March Street, etc.		$50,000				**$50,000**
Downtown Public Realm & Streetscape Improvements						
• Gore Street Streetscape Improvements						
• Queen Street Furniture and Tree Lighting Upgrades						
• Parkette Development						
• Public Art Installation	$265,000	$150,000	$800,000	$35,000		**$1,250,000**
Project Management						
• Grant application coordination						
• Program monitoring and evaluation						
• Report writing, presentation to stakeholders	$35,000	$57,500	$57,500			**$150,000**
Private Sector Matching Investment					$600,000	**$600,000**
TOTAL	$300,000	$857,500	$857,500	$35,000	$600,000	**$2,650,000**


SECOND LINE WEST
COMMERCIAL AREA
82,759 SQ.FT. VACANT SPACE
ALL OTHER
COMMERCIAL AREAS
GREAT NORTHERN ROAD
COMMERCIAL AREA
146,066 SQ. FT. VACANT SPACE
TRUNK ROAD
COMMERCIAL AREA
91,373 SQ. FT. VACANT SPACE
DOWNTOWN
COMMERCIAL AREA
215,862 SQ. FT. VACANT SPACE
2012 Vacancy Rebate Applications
Municipal Overview
46 - 184 Days
184 - 292 Days
292 - 366 Days
170 - 10000 sq. ft
10000 - 28882 sq. ft
28882 - 62067 sq. ft
0 250 500 1,000 Meters


2012 Vacancy Rebate Applications
Downtown Location

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-50

AGREEMENT: (AG130) A by-law to authorize an agreement between the City and Mill Market Inc. to facilitate the housing of a temporary Farmers' Market on City property, specifically the Municipal Fish Hatchery Property located at 35 Canal Drive.

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 Acting 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 Memorandum of Understanding dated February 18, 2014 between the City and Mill Market Inc. attached as Schedule "A" hereto. This agreement allows Mill Market Inc. to lease the subject site and associated ancillary parking for a period of five (5) years commencing March 1, 2014 and terminating on March 31, 2019.

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 18th day of February, 2014.

ACTING MAYOR – TERRY SHEEHAN

CITY CLERK - MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2014\2014-50 AGREEMENT MILL MARKET INC.DOC

Schedule "A"

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") made this 18th day of February, 2014

IN PURSUANCE OF THE *SHORT FORMS OF LEASES ACT*

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein referred to as the "City")

- and -

MILL MARKET INC.

(herein referred to as the "Mill Market Inc.")

WHEREAS the City is the registered owner of the "Municipal Fish Hatchery" property, legally described as:

> PIN 31577-0024 (LT) PCL 11121 SEC AWS; PT WATER LT IN FRONT OF LANDS S/S PORTAGE ST PL TOWN PLOT OF ST. MARY'S PT 1 1R5809; T/W PT 5-7 1R5809 AS IN LT136132; S/T LT12946; S/T LT136132E; SAULT STE. MARIE;
>
> PIN 31577-0025 (LT) PCL 11121 SEC AWS; PT WATER LT IN FRONT OF LANDS S/S PORTAGE ST PL TOWN PLOT OF ST. MARY'S PT 2-4 1R5809; T/W PT 5-7 1R5809 AS IN LT136132; S/T PT 4 1R5809 AS IN LT136132; S/T LT12946; S/T LT136132E; SAULT STE. MARIE; AND
>
> PART PIN 31577-0019 (LT) PT HUDSON'S BAY COMPANY'S LANDS S/S PORTAGE ST. PL TOWN PLOT OF SAULT STE. MARIE PT 10-12 1R5809;

hereinafter referred to as the "Subject Site";

AND WHEREAS Mill Market Inc. is desirous of housing a temporary Farmers'/Public Market along with associated parking on the Subject Site;

AND WHEREAS the Subject Site is currently vacant;

AND WHEREAS the Subject Site is currently contaminated with *inter alia* mold;

AND WHEREAS Mill Market Inc. is prepared to remediate and clean the Subject Site at no cost to the City;

AND WHEREAS Mill Market Inc. is desirous of occupying the Subject Site once cleaned and remediated;

AND WHEREAS Mill Market Inc. intends to relocate the said Farmers'/Public Market from the Subject Site to the Board Mill building on the former St. Mary's Paper site;

AND WHEREAS Mill Market Inc. intends to demolish the Subject Site at no cost to the City upon relocation of the said Farmers' Market;

NOW THEREFORE in consideration of the sum of One ($1.00 CDN) Dollar, the receipt of which is hereby acknowledged by the City and of the mutual covenants, agreements and promises hereinafter set forth, the parties for themselves and their respective permitted assigns do hereby covenant and agree with one another as follows:

1. The City agrees to lease the Subject Site and associated ancillary parking to Mill Market Inc. for a period of five (5) years commencing March 1, 2014 and terminating March 31, 2019 (the "Term").

2. This Agreement may be extended for such further time and upon such terms as may be agreed to by the parties hereto.

3. This Agreement may be terminated by either party upon ninety (90) days' written notice of its intent to terminate.

4. In the event that the City receives an offer to purchase the Subject Site and the purchaser requires vacant possession of the Subject Site, Mill Market Inc. acknowledges and agrees that the notice to terminate referred to in section 3 of this Agreement shall be reduced from ninety (90) days to thirty (30) days.

5. The Subject Site shall be used only for the operation of a Farmers' Market/Public Market and related uses (hereinafter referred to as "Farmers' Market"), along with ancillary parking for same.

6. Mill Market Inc. acknowledges that the Subject Site is contaminated with *inter alia* mold. Mill Market Inc. further acknowledges that the City has made full and complete disclosure to the extent of its knowledge to Mill Market Inc. concerning the environmental contamination of the Subject Site. Mill Market Inc. further acknowledges receipt of an environmental report prepared by M.R. Wright & Associates Co. Ltd. and dated April 2010 relating to the contamination on the Subject Site.

7. Mill Market Inc. shall at its own expense:

    a) prepare all necessary studies, plans, assessments and proposals required for the cleanup and remediation of the Subject Site;

    b) obtain any and all necessary approvals of such authorities required to complete the cleanup and remediation of the Subject Site; and

    c) carry out and complete the work necessary to clean up and remediate the Subject Site.

8. Upon completion of the cleanup and remediation of the Subject Site by Mill Market Inc., Mill Market Inc. shall provide to the City certification from a professional engineer with specific experience in mold remediation certifying that:

    a) the Subject Site is clean and fit for human occupation; and

    b) the Subject Site is fit for the particular purpose of a Farmers' Market.

9. The determination as to whether or not the remediation, clean up and certification of the same is sufficient shall be at the sole discretion of the City.

10. In the event that Mill Market Inc. fails to clean up and/or remediate the Subject Site to the satisfaction of the City or in the event that Mill Market Inc. fails to provide certification of the same to the satisfaction of the City, this Agreement may be terminated immediately at the sole discretion of the City.

11. Upon termination of the tenancy on April 1, 2019, or such earlier termination of this tenancy made pursuant to this Agreement, Mill Market Inc. agrees to demolish the structure located on the Subject Site at its sole expense. Mill Market Inc. further

agrees to demolish the structure located on the Subject Site completely within thirty (30) days of the termination of this Agreement.

12. Mill Market Inc. shall be responsible for the payment of any taxes that may be assessed against the Subject Site during the Term of this Agreement.

13. Mill Market Inc. covenants and agrees that it shall be fully responsible for:

(a) any and all environmental liabilities relating the mold located on the Subject Site; and

(b) any and all environmental liabilities that were caused, created and/or made worse by the presence of Mill Market Inc. on the Subject Property during the Term of this Agreement,

(collectively referred to as "the Environmental Liabilities")

and Mill Market Inc. shall indemnify and save harmless the City against any and all liabilities, claims, damages, interests, penalties, fines, monetary sanctions, losses, costs and expenses whatsoever including without limitation reasonable costs of professional advisors, consultants and experts in respect of any investigation, remediation and clean up expenses arising in any manner whatsoever out of any and all such Environmental Liabilities relating to the Subject Site.

14. Mill Market Inc. shall at its sole cost and expense take out and maintain in full force and effect at all times through the Term of this Agreement general liability insurance naming the Corporation of the City of Sault Ste. Marie as an "Additional Named Insured" in an amount not less than Five Million ($5,000,000 CDN) Dollars.

15. This Agreement shall not be assigned by Mill Market Inc. without the prior written approval of the City.

SIGNED, SEALED AND DELIVERED)

MILL MARKET INC.

_____

NAME: JUSTUS VELDMAN
TITLE: PRESIDENT

I have authority to bind the Corporation

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

_____

ACTING MAYOR – TERRY SHEEHAN

_____

CITY CLERK - MALCOLM WHITE

da/LEGAL\STAFF\AGREEMENTS\MILL MARKET INC FORMER FISH HATCHERY PROPERTY\MEMORANDUM OF UNDERSTANDING FISH HATCHERY SITE.DOC

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-4

STREETS: (S4.2) A by-law to rename Fairview Avenue east of Peoples Road, and a portion of Sherwood Parkway to St. Patrick Street.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 27(1) of the *Municipal Act, 2001,* S.O. 2001, c. 25 **ENACTS** as follows:

1. **RENAMING FAIRVIEW AVENUE**

Fairview Avenue east of Peoples Road, a portion of Sherwood Parkway, and St. Patrick Street are joining to form one street. This street will now be named St. Patrick Street.

2. **EFFECTIVE DATE**

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

READ the **FIRST** and **SECOND** time in open Council this 18th day of February, 2014.

_____
ACTING MAYOR – TERRY SHEEHAN

_____
CITY CLERK – MALCOLM WHITE

cf LEGAL\STAFF\BYLAWS\2014\2014-4 Street name change S4.3

REGULAR MEETING OF CITY COUNCIL
ADDENDUM

Tuesday, February 18, 2014

4:30 p.m.

Council Chambers

Pages

5. PROCLAMATIONS/DELEGATIONS

5.5 Policing – Gore Street Satellite Office

Police Chief Bob Davies

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

6.2 Correspondence

a. Additional Correspondence *4 - 5*

- Hon. Kathleen Wynne, Premier of Ontario in response to Council's motion regarding nuclear waste
- Mary Scarrott re: snow removal

6.23 CN Rail – Cancellation of Passenger Rail Service from Sault Ste. Marie to Hearst *6 - 9*

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

Correspondence from the Township of Macdonald, Meredith and Aberdeen Additional is also attached for the information of Council.

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

Resolved that the report of the Chief Administrative Officer dated 2014 02 18 concerning CN Rail – Cancellation of Passenger Rail Service from Sault Ste. Marie to Hearst be received as information and that funding to a maximum of

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$50,000 be made available for the use of the ACR passenger rail (Sault Ste. Marie to Hearst) working committee, said amount to be allocated from the EDF fund (previous years' unspent funds).

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.2 COMMUNITY SERVICES DEPARTMENT

a. St. Mary's River Marine Heritage Centre

a. Additional correspondence *10 - 10*

Canadian Bushplane Heritage Centre

b. Additional motion

Mover: Councillor B. Watkins
Seconder: Councillor S. Myers

Whereas the St. Mary's River Marine Heritage Centre (M.S. Norgoma) requires annual funding of $15,000 from the City in order to continue operations and to leverage other funds; and

Whereas 2013 saw an increase in attendance and revenue; and

Whereas more time is needed to further the collaborative efforts of the Cultural Corridor which contributed to this increase and to seek other unique partnership opportunities; and

Whereas with the new Heritage Discovery Centre about to be completed and plans for an expanded vision for the Canadian Bushplane Heritage Centre underway;

Now Therefore Be It Resolved that funding for the Museum Ship Norgoma for a further year be referred to 2014 Budget deliberations.

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

8.1 Elizabeth Street Safety Concerns *11 - 11*

Correspondence from the Queen Elizabeth Public School Parent Council is attached for the consideration of Council.

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

Whereas the Parent Council of Queen Elizabeth School has identified a concern about the safety of their students; and

Whereas there is a heavy volume of traffic in the area surrounding the school due to its proximity to the busy John Rhodes Community Centre and two major arteries, Queen and Wellington Streets; and

Whereas the Parent Council has written a letter to City Council asking for installation of flashing lights at both ends of Elizabeth Street to alert drivers of this community/school zone and to remind them to slow down to 40km/hour;

Now Therefore Be It Resolved that the Manager of Traffic and Communications be requested to report back within two months with recommendations to address this concern.

8.2 Economic Development Corporation Staffing Models

Mover: Councillor J. Krmpotich
Seconder: Councillor F. Fata

Whereas a concern has been raised about duplication in accounting, human resources, legal, information technology, and communications in the staffing of the Sault Ste. Marie Economic Development Corporation – all services that can be provided by existing staff of the Corporation of the City of Sault Ste. Marie; and

Whereas the delivery of economic development programs and initiatives in Northern Ontario is handled differently by the five major Northern cities;

Now Therefore Be It Resolved that appropriate staff be requested to prepare a report regarding how the five major Northern Ontario cities deliver economic development services, either as a department of the municipality or through a separate stand-alone corporation (such report to cover how each municipality capitalizes on those professional services which are available in-house) further that the report provide comment on the advantages and disadvantages of the different economic development models currently in use in Northern Ontario.

The Premier
of Ontario

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

La première ministre
de l'Ontario

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

Ontario

February 7, 2014

RECEIVED
CITY CLERK
FEB 12 2014
NO.: 52080
DIST: Agenda

Mr. Malcolm White
City Clerk
City of Sault Ste. Marie
99 Foster Drive
PO Box 580
Sault Ste. Marie, Ontario
P6A 5N1

Dear Mr. White:

Thank you for your letter providing me with a copy of council's resolution regarding nuclear waste. I appreciate your keeping me informed of council's activities.

As this issue falls under the jurisdiction of my colleagues the Honourable Bob Chiarelli, Minister of Energy, and the Honourable Jim Bradley, Minister of the Environment, I have sent them copies of council's resolution. I trust that the ministers will also take council's views into consideration.

Once again, thank you for the information. Please accept my best wishes.

Sincerely,

Kathleen Wynne
Premier

c: The Honourable Bob Chiarelli
The Honourable Jim Bradley

City Webmaster

From: Mary Scarrott <maryscarrott@gmail.com>
Sent: Thursday, February 13, 2014 2:02 PM
To: City Webmaster
Subject: Snow clearing

I spent a few weeks in the Soo, the last part of January and feb...I just want to say how impressed I was with the quality of the snow clearing of the roads and sidewalks. I know it's not always perfect but considering the weather challenges it seemed that the city met the challenges head on.

..../ Mary Scarrott
Burlington, ont.

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

COUNCIL REPORT

February 18, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Joseph M. Fratesi, Chief Administrative Officer

DEPARTMENT: Chief Administrative Officer

RE: CN RAIL – CANCELLATION OF PASSENGER RAIL SERVICE FROM SAULT STE. MARIE TO HEARST

PURPOSE

The purpose of this report is to seek City Council approval for funding of up to $50,000 from the Economic Development Fund (EDF) for the work of the stakeholders' group and working committee that has been established as a result of the Council resolution dated February 3, 2014 regarding the cancellation of this passenger rail service by CN Rail.

BACKGROUND

Near the end of January 2014, representatives of those communities between and including Sault Ste. Marie and Hearst were advised by CN Rail officials that Federal funding for passenger service from Sault Ste. Marie to Hearst had been cut and, that as a result, the service provided by Algoma Central Railway between these two locations would cease to operate as of March 31, 2014. This rail service has been in operation for a long period of time and has been funded by the Federal government (Transport Canada) providing transportation to a number of communities, businesses, tourist destinations and private cottages and camps. There was little notice given to all of those who will be impacted significantly by this announcement.

As a result, City Council, by resolution dated February 3, 2014 agreed to take the lead in this matter in coordination with all other affected stakeholders. The resolution directed that all stakeholders be called to a meeting from which a working committee would be formed and which would firstly seek an extension to

the current arrangement for a further period of one year, and thereafter ultimately exploring various options and alternatives which would ensure the long term and ongoing operation of this passenger service.

The first meeting of the stakeholders' group was held on February 13, 2014 at the Civic Centre. It was well attended and the meeting was joined by many stakeholders by way of teleconference. All of the various groups who are affected by this decision were represented at the meeting and all agreed that the first objective was to secure the one year extension. As well, the second objective of the meeting was accomplished, that is to set up a working committee which will follow up as required both the short term and long term requirements. The first meeting of the working committee has tentatively been set for Feb. 20, 2014.

ANALYSIS

As with the Huron Central Rail project, the working committee will need resources in addition to those that will be provided by City and EDC staff. A part time coordinator will need to be engaged and economic impact studies will need to be commissioned. As well, there will be other expenses incurred, such as travel and meeting expenses. Other stakeholders, including the other smaller municipalities, have been advised that the City of Sault Ste. Marie should not be expected to shoulder these costs alone and that there will be an expectation of some contribution by all stakeholder groups. The extent of these contributions will be determined as this matter proceeds.

In the interim, given the short window of opportunity (March 31st deadline), the working committee will need to know that these resources will be available to it as required. It is recommended, therefore, that up to $50,000 be made available for the work of the committee and that this amount be taken from the EDF Fund. The City Treasurer has confirmed that there are sufficient funds from previous years that have not been allocated which are available for this initiative.

IMPACT

Obviously, in order for the working committee to be effective, it will require the appropriate level of resources. City Council believed that it was important that this matter be addressed appropriately and in a timely fashion and in order for the Committee to be effective, this funding will be required. The EDF was set up by City Council to deal with exactly these types of issues and is the appropriate source for funding this request.

STRATEGIC PLAN

This initiative is consistent with the City of Sault Ste. Marie's Corporate Strategic Plan, Strategic Direction No. 1: Developing Solid Infrastructure under Objective 1 (b) - Transportation Network Improvements where a specific reference is made to rail as part of Sault Ste. Marie's transportation hub for Northern Ontario.

RECOMMENDATION

It is recommended that City Council receive this report as information and approve the request for funding up to a maximum of $50,000 to be available for the use of the ACR passenger rail (Sault Ste. Marie to Hearst) working committee, said amount to be allocated from the EDF fund (previous years' unspent funds).

Respectfully submitted,



Joseph M. Fratesi
Chief Administrative Officer

JMF:bb

TOWNSHIP OF
Macdonald, Meredith & Aberdeen Add'l.

P.O. Box 10 • 208 Church Street
ECHO BAY, ONTARIO
P0S 1C0
(705) 248-2441
FAX (705) 248-3091

INCORPORATED
1892

February 13, 2014

Minister Lisa Raitt
Transport Canada
330 Sparks St.
Ottawa, ON
K1A 0N5

Honourable Raitt

At our February 4, 2014 Regular Council Meeting a motion was passed stating "that we request the Federal Government to continue financial support for the operation of passenger service between Sault Ste. Marie and Hearst for a further period of one year and that CN Rail be requested to continue to operate this service for that one year period so as to allow all stakeholders to come together and devise various options to ensure the continued viability of all aspects of the rail service well into the future"

Thank you in advance for considering this request.

Yours truly,

RECEIVED
FEB 18 2014
MAYOR'S OFFICE

Lynne Duguay
Clerk Administrator

cc. Bryan Hayes-MP, Mayor of Wawa, Mayor of Sault Ste. Marie, Mayor of Hearst

28 January, 2014

MEMORANDUM

TO: Mayor and Council

RE: Financial support for the MS Norgoma

The purpose of this letter is to request that the financial support that the City provides to the MS Norgoma be continued. The Norgoma is coming off a successful season in 2013 that saw attendance and revenue levels increase. Furthermore, the Norgoma has become an active partner in the newly formed Cultural Corridor group which aims to increase traffic and revenues through joint promotions, shared resources and increased partnership activity.

Currently, the MS Norgoma is the only marine-themed tourist attraction in Sault Ste Marie that celebrates the long and rich marine heritage our city can claim. We believe the Norgoma is a vital and necessary cultural attraction in our city. Continued financial support from the City is the most affordable option which has the best return on investment potential.

The members of the Cultural Corridor group together with the Canadian Bushplane Heritage Centre are pleased to support the MS Norgoma and to work together to try to find ways to partner and collaborate so as to increase the sustainability of this cultural attraction. We urge City Council to demonstrate leadership and continue to provide financial support to the Norgoma.

Yours truly,

Executive Director

Canadian Bushplane Heritage Centre

Where adventure takes off!

50 Pim Street, Sault Ste Marie, Ontario P6A 3G4
Telephone: (705) 945-6242 Fax: (705) 942-8947

Queen Elizabeth Parent Council
139 Elizabeth Street
Sault Ste. Marie, ON

2014 02 09

Dear Councilor Myers and Mr. Lidstone (Ward 2 Trustee ADSB)

Queen Elizabeth Parent Council has identified a concern in regard to the safety of our students and the speed of vehicles in the surrounding area of the school.
Therefore, we would like to see flashing lights at both ends of Elizabeth Street to alert drivers of this community/school zone and remind them to slow down to 40km/h. We are asking for your support in this matter.

Queen Elizabeth Public School is a fantastic school with approximately 230 students. The front of the school faces Elizabeth Street across from the John Rhodes Community Center. Our students have a lot of great opportunities to use the community center for swim lessons, gymnastics lessons, and skating on the oval. It is a very busy area with activity both at our school and at the community center. Our school yard is currently not fenced in, which is a great concern when motorists are speeding in this area. There are also, no crossing guards to assist students to cross the street from Elizabeth Street to McMeeken Street.

To further explain how busy this street is we have added a list of some of the possible traffic and community events below.
Traffic: many community events (ie Relay for Life),track and field
Soccer fields: games, practices
Rinks (indoor and outdoor) hockey, can skate, figure skating, public skating, tournaments
Skateboard park
Football fields, football games, highschool football
Community Center: events (ie RCMP Musical Ride, Spring Show)
regular vehicle traffic, out of town traffic, city bus, tournament busses, transports
Pool: lessons, public swims, swim meets, birthday parties
Gym Club: lessons, gym meets/competitions, birthday parties
Soccer fields: games and practices.

We would greatly appreciate your support in this matter and hope that our request can be fulfilled.

Thank you for your time and consideration,

Monique Kevill, Queen Elizabeth Parent Council Chair
On behalf of the Queen Elizabeth School Parent Council and School Community.