

REGULAR MEETING OF CITY COUNCIL REVISED AGENDA

Monday, March 3, 2014

4:30 p.m.

Council Chambers

Pages

1. ADOPTION OF MINUTES

9 - 23

Mover: Councillor P. Mick
Seconder: Councillor L. Turco

Resolved that the Minutes of the Regular Council Meeting of 2014 02 18 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 B. Watkins
Seconder: Councillor R. Niro

Resolved that the Agenda for 2014 03 03 City Council Meeting as presented be approved.

5. PROCLAMATIONS/DELEGATIONS

5.1 International Day for the Elimination of Racial Discrimination

Danny Krmpotich, Local Immigration Partnership Co-ordinator

5.2 March is Red Cross Month

Diane Lajambe, District Branch Manager, Sault Ste. Marie and District Red Cross

5.3 Theatre Week

Kirsty Wilson, QUONTA Festival 2013 Co-chair, Vice President of Sault Theatre Workshop

5.4 March is Easter Seals Month

Jim Cronin, Lead Host, Easter Seals Telethon and Billy Byrnes-Adam, 2013 Easter Seals Sault Ste. Marie Ambassador

5.5 *NHL Alumni Hockey for Special Olympics Ontario Night in Sault Ste. Marie*

Constable John McLean

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

Mover: Councillor B. Watkins

Seconder: Councillor R. Niro

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

Correspondence

6.1 AMO 24 - 31

2014 Provincial Policy Statement
Bill 69 – The Prompt Payment Act, 2013
OMERS Update
2014 LAS Town Hall Information Sessions

6.2 Ministry of Natural Resources – Black Bear Pilot 32 - 33

6.3 Spencer Nebel, former City Manager, Sault Ste. Marie, Michigan (Thank you note) 34 - 34

6.4 Amalgamation of International Bridges 35 - 36

Correspondence from the Chief Administrative Officer to the Honourable Lisa Raitt, Minister of Transport is attached for the information of Council.

6.5 Street Closing – "A Car Show and Walk" 37 - 37

A letter of request for a temporary street closing in conjunction with "A Car Show and Walk" is attached for the consideration of Council.

St. Mary's River Drive – from WalMart Entrance to Sears/Delta Hotel entrance – August 13, 2014 – 4:30 p.m. to 9:30 p.m.

The relevant by-law 2014-52 is listed under item 11 of the agenda and will be read with all by-laws under that item.

Reports

- 6.6 Staff Travel** 38 - 39
- A report of the Chief Administrative Officer is attached for the consideration of Council.
- Mover: Councillor B. Watkins
Second: Councillor R. Niro
- Resolved that the report of the Chief Administrative Officer dated 2014 03 03 concerning Staff Travel be approved as requested.
- 6.7 Conferences and Major Special Events Committee – 2014 Events** 40 - 41
- A report of the Chair of the Conferences and Major Special Events Committee is attached for the consideration of Council.
- Resolved that the report of the Chair, Conferences and Major Special Events Committee dated 2014 03 03 concerning Conferences and Major Special Events – 2014 be received as information and that Council authorize municipal financial support in the amount of \$5,000 for the 2014 Atom AA OHF Championship and \$2,400 for the Inaugural Northern Ontario Cricket Championship to be funded from the 2014 Conferences and Major Special Events fund.
- 6.8 Contract Renewal with Ontera** 42 - 43
- A report of the Manager of Information Technology Division is attached for the information of Council.
- Mover: Councillor P. Mick
Second: Councillor L. Turco
- Resolved that the report of the Manager of Information Technology Division dated 2014 03 03 concerning Contract Renewal with Ontera be received as information.
- 6.9 Designated Heritage Property Grant – Wellington Square Townhouses** 44 - 58
- A report of the Manager of Recreation and Culture is attached for the consideration of Council.
- Mover: Councillor B. Watkins
Second: Councillor R. Niro
- Resolved that the report of the Manager of Recreation and Culture dated 2014 03 03 concerning a Designated Property Grant for the owners of the Wellington Square Townhouses be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee that a combined grant of \$6,382.58 be paid to the five owners of the Wellington Square Townhouses, each owner to

receive 50% of the cost of repairs to the exterior back section of their respective unit, based upon the paid invoices submitted and that the funds come from the Designated Heritage Property Grant Reserve, be approved.

6.10 Reallocation of Accessibility Reserve Funds

59 - 60

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

Mover: Councillor B. Watkins

Second: Councillor L. Turco

Resolved that the report of the Accessibility Co-ordinator dated 2014 03 03 concerning Reallocation of Accessibility Reserve Funds be received; further that \$5,000 be allocated from the Accessibility Reserve fund for the purpose of installing bus shelters where required by Transit.

6.11 Canadian Coalition of Municipalities Against Racism and Discrimination

61 - 84

A report of the Local Immigration Partnership Co-ordinator is attached for the consideration of Council.

Mover: Councillor P. Mick

Second: Councillor R. Niro

Whereas the Canadian Commission for UNESCO (United Nations Educational, Scientific and Cultural Organization) is calling on municipalities to join a Canadian Coalition of Municipalities Against Racism and Discrimination and be part of UNESCO's international coalition launched in 2004, and the Federation of Canadian Municipalities endorses the call for a Canadian Coalition of Municipalities Against Racism and Discrimination and encourages its members to join; and

Whereas municipal governments in Canada, along with other levels of government, have responsibilities under Canada's Charter of Rights and Freedoms as well as federal, provincial and territorial human rights codes, and therefore have an important role to play in combating racism and discrimination and fostering equality and respect for all citizens;

Now Therefore Be It Resolved that the Corporation of the City of Sault Ste. Marie agrees to join the Coalition of Canadian Municipalities Against Racism and Discrimination and, in joining the Coalition, endorses the Common Commitments and agrees to develop its own unique Plan of Action accordingly. These common commitments and the municipality's unique plan of action will be an integral part of the municipality's vision, strategies and policies.

In developing or adapting and implementing its own unique plan of action toward progressive realization of the common commitments, the municipality will co-operate with other organizations and jurisdictions, including other levels of government, Aboriginal peoples, public and private sector institutions, and civil society organizations, all of whom have responsibilities in the area of human rights.

The municipality will set its priorities, actions and timelines and allocate

resources according to its unique circumstances and within its means and jurisdiction. The municipality will exchange its expertise and share best practices with other municipalities involved in the coalition and will report publicly on an annual basis on actions undertaken toward the realization of these common commitments.

6.12 Child Care Funding

85 - 91

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

Mover: Councillor B. Watkins

Second: Councillor L. Turco

Resolved that the report of the Commissioner of Social Services dated 2014 03 03 concerning Child Care Funding be referred to appropriate staff for review and report back to Council.

6.13 Council Travel

Mover: Councillor P. Mick

Second: Councillor R. Niro

Resolved that Councillor L. Turco be authorized to travel to the AMO Board Meeting being held in Toronto (two days in March) at a cost of \$300.

6.14 2015 IIHF World Junior Championship

92 - 93

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

Mover: Councillor B. Watkins

Second: Councillor L. Turco

Resolved that the report of the Commissioner of Community Services dated 2014 03 03 concerning 2015 IIHF World Junior Championship be received as information.

6.15 Second Line Widening – Phase II

94 - 97

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

The relevant by-law 2014-54 is listed under item 11 of the agenda and will be read with all by-laws under that item.

6.16 Ministry of Community Safety and Correctional Services

98 - 99

Correspondence – Annual Review – Municipal Emergency Management Programs

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-3-14-Z – Chris Cooper – 88 White Oak Drive

100 - 108

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

Mover: Councillor B. Watkins

Seconder: Councillor L. Turco

Resolved that the report of the Planning Department dated 2014 03 03 concerning Application No. A-3-14-Z – Chris Cooper – 88 White Oak Drive be received and that City Council approve rezoning the subject property from “M2” (Medium Industrial Zone) to “M2.S” (Medium Industrial Zone with a Special Exception) to permit a fitness facility.

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

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

8.1 Youth Friendly Designation Advisory Committee

Mover: Councillor T. Sheehan

Seconder: Councillor S. Butland

Whereas the City of Sault Ste. Marie is in the process of reapplying for a Youth Friendly Designation from Play Works – “The Ontario Partnership for Active and Engaged Youth”; and

Whereas City Council received a wrap-up report and presentation from the Sault Youth Association (SYA) in November 2013; and

Whereas the Sault Youth Association played a key role in the original application for a Youth Friendly Designation that resulted in the City of Sault Ste. Marie achieving the prestigious Gold Youth Friendly designation in 2009; and

Whereas by Council resolution on November 18, 2013, Rob Coleman and David Thompson were requested to act as a resource with respect to the City’s re-application for a gold-friendly youth designation;

Now therefore be it resolved that City Councillors Terry Sheehan and Susan

Myers, Rob Coleman, (Past President Sault Youth Association), David Thompson, (past member Sault Youth Association), Joe Cain (Manager of Recreation and Culture), Virginia McLeod (Supervisor of Community Services), and Margaret Hazelton (Supervisor of Recreation) be appointed to a Youth Friendly working advisory committee.

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 B. Watkins

Seconder: Councillor R. Niro

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

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

- a. **By-law 2014-51 – Agreement (Purchasing) – Avery Construction Ltd – Ermatinger-Clergue National Historic Site Summer Kitchen Revisions** 109 - 109

Approved by Council resolution on February 18, 2014.

Resolved that By-law 2014-51 being a by-law to authorize the execution of an agreement between the City and Avery Construction Ltd. for the Ermatinger-Clergue National Historic Site summer kitchen revisions be passed in open Council this 3rd day of March, 2014.

- b. **By-law 2014-52 – Temporary Street Closing – St. Mary's River Drive** 110 - 110

Resolved that By-law 2014-52 being a by-law to permit the temporary closing of St. Mary's River Drive from WalMart entrance to Sears and Delta Sault Ste. Marie Waterfront Hotel and Conference Centre entrance to facilitate a car show and walk be passed in open Council this 3rd day of March, 2014.

- c. **By-law 2014-53 – Parking – Municipal Law Enforcement Officers** 111 - 114

Resolved that By-law 2014-53 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 March, 2014.

- d. ***By-law 2014-54 –Agreement (Engineering)– Minister of Rural Affairs–Second Line Widening*** 115 - 144

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

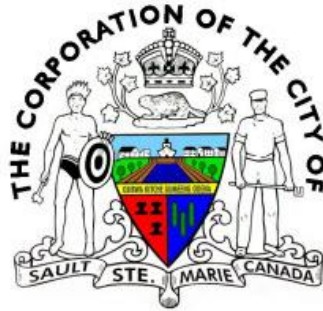
Resolved that by-law 2014-54 being a by-law to authorize the execution of an agreement between the City and Her Majesty the Queen in right of Ontario as

represented by the Minister of Rural Affairs for funding for the reconstruction and widening of Second Line from Pine Street to a point approximately 550 meters east be passed in open Council this 3rd day of March, 2014.

- 11.2 By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority
- 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 B. Watkins
Seconder: Councillor L. Turco

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Tuesday, February 18, 2014

4:30 p.m.

Council Chambers

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

Absent: Mayor D. Amaroso, Councillor F. Manzo

Officials: J. Fratesi, M. White, N. Kenny, L. Girardi, B. Freiburger, J. Dolcetti, D. McConnell, F. Coccimiglio, P. Niro, N. Apostle, D. Elliott, J. Cain, V. McLeod

1. ADOPTION OF MINUTES

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the Minutes of the Regular Council Meeting of 2014 02 03 be approved.

Carried

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

3. DECLARATION OF PECUNIARY INTEREST

Councillor R. Niro declared a pecuniary interest on By-law 2014-49 – employer located within subject area.

4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

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

Carried

5. PROCLAMATIONS/DELEGATIONS

5.1. Municipal Heritage Committee Award

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

5.2. Sault Ste. Marie Safe Communities Partnership

Tim Lavoie, Vice-President, was in attendance.

5.3. St. Mary's River Marine Heritage Centre

Jim Waycik was in attendance concerning agenda item 7.2.

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

Beverly Williamson and Matthew Milliken were in attendance concerning agenda item 6.18.

5.5. Policing – Gore Street Satellite Office

Chief Bob Davies was in attendance.

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 and the Addendum be approved as recommended.

Carried

6.1. Extension of Absence – Councillor Manzo

Moved by: Councillor J. Krmpotich

Seconded by: Councillor F. Fata

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.

Carried

6.2. Correspondence

AMO

Isabel and Reno Bordin re: snow removal

Hon. Kathleen Wynne, Premier of Ontario, in response to Council's motion regarding nuclear waste

Mary Scarrott re: snow removal

6.3. Staff Travel

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 18 concerning Staff Travel be approved as requested.

Carried

6.4. Ontario Disaster Relief Assistance Program (ODRAP) Funding

Reports of the Commissioner of Finance and Treasurer and the Chief Administrative Officer were received.

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the reports of the Commissioner of Finance and Treasurer and the Chief Administrative 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.

Carried

6.5. Property Tax Appeals

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

Moved by: Councillor S. Myers

Seconded by: 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.

Carried

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

The report of the Acting Commissioner of Human Resources was received by Council.
The relevant By-law 2014-44 is listed under item 11 of the Minutes.

6.7. Requests for Financial Assistance for National/International Sports Competitions

The report of the Manager of Recreation and Culture was received by Council.

Moved by: Councillor S. Myers

Seconded by: 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.

Carried

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

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.

Carried

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

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.

Carried

6.8. Standard Terms and Conditions Contract – Signing Authority

The report of the Supervisor of Recreation was received by Council.
The relevant By-law 2014-46 is listed under item 11 of the Minutes.

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

Reports of the Commissioner of Community Services and the Manager of Purchasing were 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 18 concerning Ermatinger-Clergue National Historic Site (ECNHS) – Tender of Summer Kitchen Renovations be received as information.

Carried

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

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.

Carried

6.10. 2013 Annual Fee Report – Building Code

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

Moved by: Councillor S. Myers

Seconded by: 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.

Carried

6.11. Upgrading Surface Treated Roads

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

Moved by: Councillor S. Myers

Seconded by: 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.

Carried

6.12. Single Lane Bridge Rehabilitation – Four Shared Bridges with Prince Township

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

The relevant By-laws 2014-42 and 2014-47 are listed under item 11 of the Minutes.

6.13. Closure of Fourth Line East at Backcountry Court

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

The relevant By-law 2014-48 is listed under item 11 of the Minutes.

6.14. 711/719 Bay Street – Seawall

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

Moved by: Councillor S. Myers

Seconded by: 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.

Carried

6.15. Request to Have 1' Reserve Declared Surplus – Sharon Hill Subdivision II

The report of the City Solicitor was received by Council.

The relevant By-law 2014-41 is listed under item 11 of the Minutes.

6.16. Licence of Occupation of City Property – 166 Plaintree Drive

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

The relevant By-law 2014-35 is listed under item 11 of the Minutes.

6.17. Sale of City Owned Property Abutting 28 Simcoe Street

The report of the City Solicitor was received by Council.

The relevant By-law 2014-45 is listed under item 11 of the Minutes.

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

The report of the City Solicitor was received by Council.

The relevant By-law 2014-32 is listed under item 11 of the Minutes.

6.19. Private Snow Dump Sites

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

Moved by: Councillor S. Myers

Seconded by: 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.

Carried

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

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

The relevant By-law 2014-50 is listed under item 11 of the Minutes.

6.21. Comprehensive Signs By-law Consulting Services

The report of the Planning Department was received by Council.

The relevant By-law 2014-43 is listed under item 11 of the Minutes.

6.22. East End Sewage Treatment Plant – UV Disinfection Effluent Weir Replacement

Moved by: Councillor S. Myers

Seconded by: 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.

Carried

The relevant By-law 2014-34 authorizing execution of the Contract is listed under item 11 of Minutes.

6.23. CN Rail – Cancellation of Passenger Rail 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 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 \$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).

Carried

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1. ADMINISTRATION

7.2. COMMUNITY SERVICES DEPARTMENT

a. St. Mary's River Marine Heritage Centre

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

Moved by: Councillor R. Niro

Seconded by: 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.

Defeated

Recorded	For	Against	Absent
Acting Mayor T. Sheehan		x	
Councillor L. Turco		x	
Councillor S. Butland		x	
Councillor S. Myers		x	
Councillor M. Bruni	x		
Councillor J. Krmpotich	x		
Councillor B. Watkins		x	
Councillor R. Niro	x		
Councillor P. Christian			x
Councillor F. Fata	x		
Councillor F. Manzo			x
Councillor P. Mick		x	
Mayor D. Amaroso			x
Results	4	6	3

b. Additional motion

Moved by: Councillor B. Watkins

Seconded by: 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.

Carried

Recorded	For	Against	Absent
Acting Mayor T. Sheehan	x		
Councillor L. Turco	x		
Councillor S. Butland	x		
Councillor S. Myers	x		
Councillor M. Bruni		x	
Councillor J. Krmpotich		x	
Councillor B. Watkins	x		
Councillor R. Niro		x	
Councillor P. Christian			x
Councillor F. Fata		x	
Councillor F. Manzo			x
Councillor P. Mick	x		
Mayor D. Amaroso			x
Results	6	4	3
Carried			

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 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 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%.

Defeated

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

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 18 concerning Application No. A-3-14-Z – Chris Cooper – 88 White Oak Drive be postponed to March 3, 2014.

Carried

7.7. PUBLIC WORKS AND TRANSPORTATION

7.8. BOARDS AND COMMITTEES

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

8.1. Elizabeth Street Safety Concerns

Correspondence from the Queen Elizabeth Public School Parent Council was received by Council.

Moved by: Councillor S. Myers

Seconded by: 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.

Carried

8.2. Economic Development Corporation Staffing Models

Moved by: Councillor J. Krmpotich

Seconded by: 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.

Carried

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

Resolved that all by-laws listed under item 11 of the Agenda under date 2014 02 03 be approved, save and except 2014-49.

Carried

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

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

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.

Carried

- 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)**
Moved by: Councillor S. Myers
Seconded by: Councillor M. Bruni
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.
Carried
- c. By-law 2014-35 - Agreement - Plaintree Drive - Rossi**
Moved by: Councillor S. Myers
Seconded by: Councillor M. Bruni
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.
Carried
- d. By-law 2014-41 - Property - Surplus - 1' Reserve Sharon Hill Subdivision II**
Moved by: Councillor S. Myers
Seconded by: Councillor M. Bruni
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.
Carried
- e. By-law 2014-42 - Agreement Engineering - Minister of Rural Affairs - Four Bridges on Base Line and Town Line**
Moved by: Councillor S. Myers
Seconded by: Councillor M. Bruni
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.

Carried

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

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.

Carried

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

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.

Carried

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

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.

Carried

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

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.

Carried

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

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.

Carried

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

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.

Carried

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

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.

Carried

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

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.

Carried

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

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.

Carried

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that this Council now adjourn.

Carried

Acting Mayor

City Clerk

Judy Biocchi

From: Malcolm White
Sent: Tuesday, February 25, 2014 12:52 PM
To: Judy Biocchi
Cc: Rachel Tyczinski
Subject: FW: AMO Policy Update - 2014 Provincial Policy Statement

From: AMO Communications [mailto:communicate@amo.on.ca]
Sent: Monday, February 24, 2014 6:07 PM
To: Malcolm White
Subject: AMO Policy Update - 2014 Provincial Policy Statement

TO THE IMMEDIATE ATTENTION OF THE CLERK AND COUNCIL

February 24, 2014

2014 Provincial Policy Statement Released at ROMA/OGRA

Today the Honourable Linda Jeffrey, Minister of Municipal Affairs and Housing, released the revised Provincial Policy Statement (PPS), issued under Section 3 of the *Planning Act*. It is intended to provide direction to municipalities on land use matters of provincial interest. All decisions under the *Planning Act* are to "be consistent" with the PPS.

The PPS review commenced in March 2010. After extensive consultation, MMAH has amended the PPS with an aim to strengthen the economy and employment, recognize the diversity of settlement areas and rural areas, provide for flexibility in policies to reflect local circumstances, and protect resources and infrastructure assets.

While many of the changes refine or expand on the previous PPS, there are a few new features:

- There is a new section on "Rural" to help with interpretation of the policies in areas with less population density and smaller centres such as allowing for rounding out of settlement areas on individual services and permitting on farm diversified uses;
- The policy now requires identification of natural heritage systems in southern Ontario and recognizing systems may be different in settlement areas, rural areas, and prime agricultural areas.
- The policy requires consideration of potential impacts of climate change (e.g. flooding due to severe weather events) and supporting the reduction of greenhouse gas emissions and adaptation to climate change. Encourages green infrastructure (e.g. permeable surfaces) and strengthening storm water management requirements.
- Municipalities are to recognize existing constitutional Aboriginal and treaty rights. It encourages planning authorities to coordinate planning matters with Aboriginal communities.

Please note the new PPS takes effect April 30, 2014. Applications must conform to this PPS and will not be "grandfathered".

MMAH has committed to immediately work with provincial and municipal planners with education events, webinars, and tools. Most notably are the Northern and Rural Primers to assist with implementation and application of the policies.

For a copy of the document and other guides and materials use the following link:

<http://www.mah.gov.on.ca/Page215.aspx>

AMO Contact: Cathie Brown, Senior Advisor, cathiebrown@amo.on.ca, 416.971.9856 ext. 342

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.

Judy Biocchi

From: Malcolm White
Sent: Tuesday, February 25, 2014 12:53 PM
To: Judy Biocchi
Cc: Rachel Tyczinski
Subject: FW: AMO BREAKING NEWS - Bill 69

From: AMO Communications [mailto:communicate@amo.on.ca]
Sent: Monday, February 24, 2014 4:29 PM
To: Malcolm White
Subject: AMO BREAKING NEWS - Bill 69

TO THE IMMEDIATE ATTENTION OF THE CLERK AND COUNCIL

February 24, 2014

***Prompt Payment Act, 2013* – Immediate Municipal Action Required**

Bill 69, *The Prompt Payment Act, 2013* has been referred to the Standing Committee on Regulations and Private Bills of the Ontario Legislature. Municipalities are urged to write to the members of the Standing Committee, the party leaders and their local MPPs. Following is a sample letter municipalities can use to voice their concerns.

The Prompt Payment Act, a Private Members Bill proposed by Liberal MPP Steven Del Duca will set strong limits on municipalities' freedom of contract for construction and infrastructure projects if it is passed without amendment. To ensure contractors and sub-contractors are paid quickly when they undertake work, the Act would:

- Amend all construction contracts to conform – no ability to negotiate payment terms;
- Eliminate any hold-back (including warranty and maintenance) beyond that allowed under the *Construction Liens Act* and allow one day to release that hold back;
- Not permit payments tied to contract or construction milestones;
- Require progress payments every 31 days or less;
- Deem payment applications as accepted within 10 days unless the payer provides written notice and full particulars;
- Payment applications can be based on services performed or materials delivered – or services and materials to be supplied;
- Allow suspension or termination of a contract if progress payments are not paid on time; and
- Allow contractors to request financial information regarding the construction owners' viability to undertake a project without limit.

Bill 69 provides for extremely short payment timelines that will not allow for appropriate review of work and certification of the payments process. The Bill could result in costly work stoppages and restarts and potential litigation to settle disputes.

AMO is requesting that Bill 69, *The Prompt Payment Act, 2013* be amended to allow municipalities to continue to exert prudent stewardship over public financial resources by:

- reflecting more realistic timelines for payments in infrastructure projects;
- allowing time for due diligence before accepting work and certifying payments; and
- allow payments to continue to be tied to project milestones;

AMO Contact: Craig Reid, Senior Advisor, E-mail creid@amo.on.ca, 416.971.9856 ext. 334.

Members of the Standing Committee on Regulations and Private Bills

c/o Valerie Quioc Lim, Committee Clerk

valerie_quioc@ontla.ola.org

Local MPPs

Dear (_____):

Re: Bill 69, *The Prompt Payments Act, 2013* - An Act respecting payments made under contracts and subcontracts in the construction industry

I am writing to you today regarding Bill 69, *The Prompt Payments Act, 2013*. This legislation will have significant impacts on my municipalities' ability to manage taxpayer funds prudently in construction and infrastructure contracts. If it is passed as is, Bill 69 could negatively impact municipalities, other public sector organizations, provincial government ministries and agencies as well as potentially residents and homeowners.

In particular, Bill 69 will limit our ability to contract for the best payment arrangements to safeguard public funds in each construction project we manage. It imposes unrealistic and imprudent timelines for payment and to review work and certify payments; limits our ability to hold back reserves for warranty and maintenance; and does not reflect the complex nature of financial arrangements under large infrastructure projects.

As a result, we are requesting that Bill 69 be amended to:

- reflect more realistic timelines for payments in infrastructure projects;
- allow time for due diligence before accepting work and certifying payments; and
- allow payments to continue to be tied to project milestones;

Sincerely,

(Name)

cc: The Honourable Kathleen Wynne, Premier of Ontario
The Honourable Linda Jeffrey, Minister of Municipal Affairs and Housing
Steven Del Duca, MPP, Vaughan
Andrea Horwath, NDP Leader
Tim Hudak, PC Leader

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Judy Biocchi

From: Malcolm White
Sent: Tuesday, February 25, 2014 12:52 PM
To: Judy Biocchi
Cc: Rachel Tyczinski
Subject: FW: OMERS Update

From: AMO Communications [mailto:communicate@amo.on.ca]
Sent: Monday, February 24, 2014 2:55 PM
To: Malcolm White
Subject: OMERS Update

OMERS UPDATE – February 24, 2014

2013 OMERS INVESTMENT RETURN CONTINUES TO CHALLENGE PLAN SUSTAINABILITY

Today OMERS Administration Corporation advised the Plan's sponsors that the 2013 OMERS investment return rate was 6.5% (gross). The 2013 returns did not meet the minimum gross return target of 7% (6.5% net of investment expenses). Last year the investment performance was 9.5% net on a gross return of 10%.

What does this mean? A lower than required OMERS investment rate of return means only a marginally improved funded status, from 85.6% to 88.2%. Based on the 2013 investment results, the funding deficit is \$8.6 billion "due to higher actuarial asset values, higher contribution rates and lower inflation" (OMERS February 24, 2014 Release).

The Sponsors Corporation commented:

"These returns fall short of our minimum gross return target of 7% and they may disappoint the expectations of many stakeholders. However, we are confident that we have made strong additions to the OAC Board with a number of highly experienced directors and an independent chair, who will provide effective oversight going forward.

While each individual year's results are important, OMERS investment strategy is designed to perform over longer timeframes. The five- and 10- year rates of return are within the 7% minimum rate of return required to match assets with liabilities over the long term. However, historical returns may not be replicable going forward. The long term financial health of the plan continues to be challenged by the impacts of members living longer, a low interest rate environment and market volatility. The Sponsors Corporation is examining plan design options to better position the plan to withstand unforeseen external events".

MEPCO concurs that the 2013 returns are disheartening. The results add to MEPCO/AMO's anxiety about the funding status and the funding strategy. The current blended contribution rates (employer and employee) have increased 40% over the past five years and stand at an historical high of 21.38%. Given the continuing uncertainty about reducing the funding deficit, AMO and its Sponsor Corporation (SC) representatives remain

focused on measured benefit reductions on a temporary and go forward basis as a reasonable and concise approach to dealing with the deficit sooner and with higher predictability. There is no desire to see more contribution increases.

Over the last six years, AMO's SC representatives, supported by MEPCO, have submitted a series of Specified Plan Change proposals. Our focus has been on adjusting the OMERS plan benefit by reducing the 100% indexation, as other Ontario public sector plans, such as Teachers Pension have done. In fact, if plan sponsors had been able to accept the indexation proposal put forward by AMO's SC representatives in 2007, the 2012 deficit would have been \$2-3 billion lower and the blended contribution rate would be about 3% lower.

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Judy Biocchi

From: Malcolm White
Sent: Tuesday, February 25, 2014 1:00 PM
To: Judy Biocchi
Cc: Rachel Tyczinski
Subject: FW: 2014 LAS Town Hall Information Sessions
Attachments: Town Hall 2014 Flyer Registration.pdf

From: AMO Communications [mailto:communicate@amo.on.ca]
Sent: Thursday, February 20, 2014 6:12 PM
To: Malcolm White
Subject: 2014 LAS Town Hall Information Sessions

TO THE IMMEDIATE ATTENTION OF THE ADMINISTRATOR, TREASURER, CLERK, AND COUNCIL

Attend our regional town hall session to learn about our **no-cost** energy consulting service, streetlight upgrade program, and three energy procurement opportunities that can help you address rising energy commodity costs in your organization.

We will also discuss current trends in municipal group benefits and how proactive municipal risk management programs can save your organization money.

Our **no-cost sessions** are your chance to leverage LAS' experience and leadership, save your municipality money, and make your municipal dollar go further.

Sessions will be offered in 7 locations across the province. Attendees must register to attend, and space is limited so please register early.

See attached flyer for locations and dates.

If you have problems opening the attachment(s) please call LAS at (416) 971-9856.

PLEASE NOTE

LAS communications will be broadcast to the municipality's administrator and clerk. Recipients of the AMO/LAS broadcasts are free to redistribute the AMO/LAS broadcasts to other municipal staff and elected officials 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.

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Ministry of Natural
Resources

Office of the Minister

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

Ministère des Richesses
naturelles

Bureau du ministre

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



MNR5385MC-2014-311

FEB 19 2014

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

Dear Mayor Amaroso:

I am pleased to be writing to you again about Ontario's proposed two-year pilot that would include a limited early bear hunting season.

I appreciate that so many municipalities were able to discuss this pilot and to provide me with feedback. Based on the support for the pilot, I would like to inform you that the ministry is now seeking comments from the public, stakeholders and Aboriginal communities and organizations on the proposed pilot through the Environmental Registry. To view the notice, please visit www.ontario.ca/environmentalregistry and enter #012-0981 in the search.

As mentioned in my initial letter to you, I look forward to working with you as we collectively continue to take steps to prevent human-bear conflict. Prevention of conflict by reducing attractants is a key component of any strategy to reduce conflict, and I am interested in hearing about your approach to controlling and managing bear attractants.

Public safety remains our main concern.

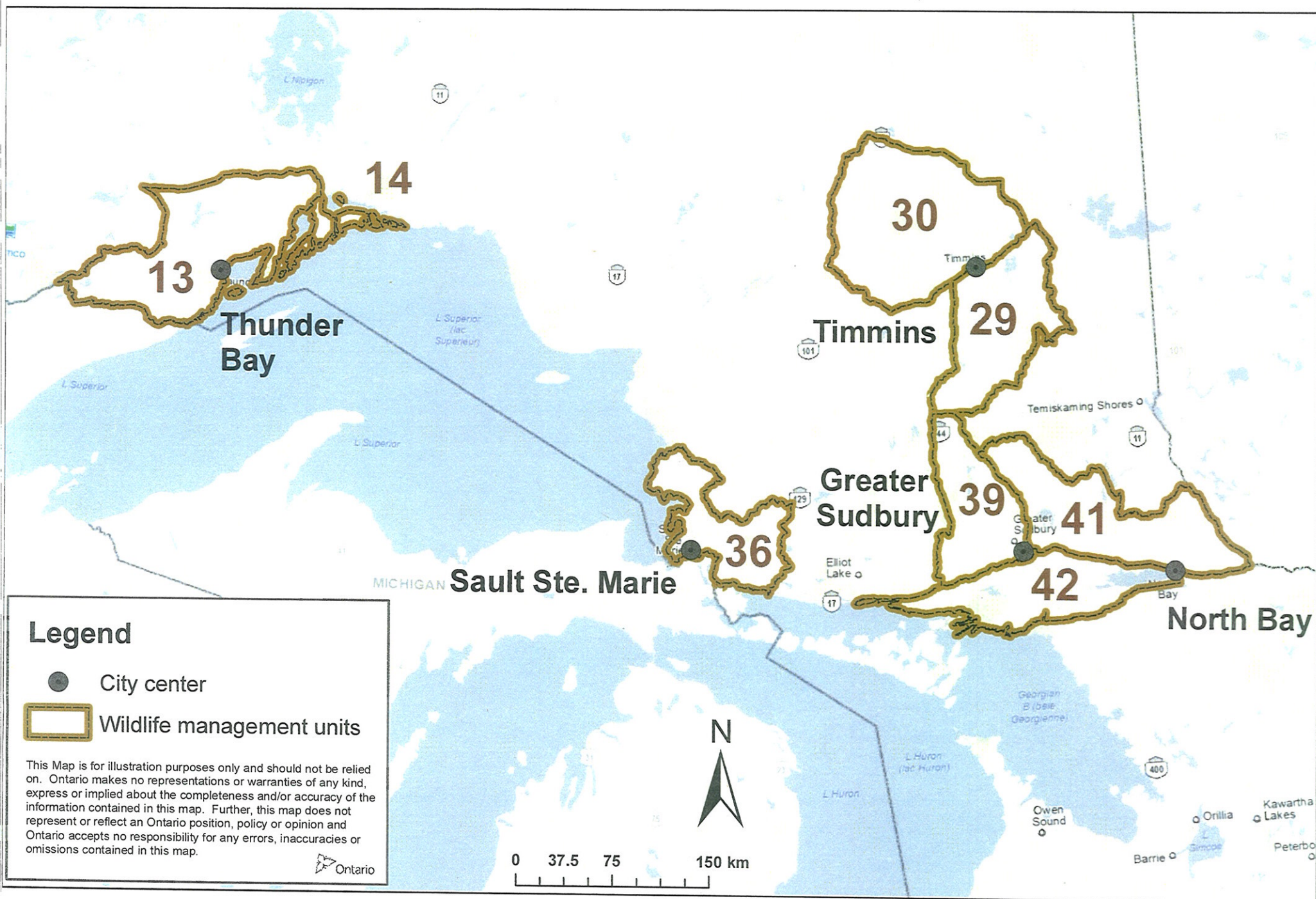
Thank you again for your interest in managing Ontario's black bear population. Please contact my office to discuss any questions you might have.

Sincerely,

David Oraziatti
Minister of Natural Resources

Enclosure: Proposed bear pilot wildlife management unit map

RECEIVED
FEB 21 2014
MAYOR'S OFFICE



To
Thank
You

Spencer Nobel
P.O. Box 2147
Newport, OR 97365

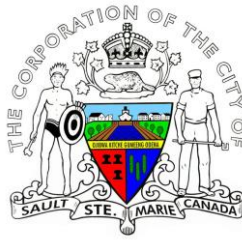
Dear Joe and Staff:

Angela and I have been busy getting our lives reestablished here in Newport. So far things have been busy but productive!

I want to thank you and staff for the great gift of a clock to recognize my service as Saco Micuquid City Manager. The clock is hanging in my office in City Hall and is a great reminder of the great relationship our two cities have fostered over the years!

Thank you very much for this thoughtful gift - Spencer

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



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

2014 02 26

The Honourable Lisa Raitt
Minister of Transport
Tower C – 330 Sparks Street
Ottawa, ON
K1A 0N5

**RE: AMALGAMATION OF OPERATIONS AND GOVERNANCE OF
INTERNATIONAL BRIDGE CROSSINGS AT SAULT STE. MARIE,
SARNIA, CORNWALL, AND THOUSAND ISLANDS**

Dear Honourable Minister:

On November 12, 2013, the Clerk of the City of Sault Ste. Marie forwarded to your attention, a resolution that was passed by the Sault Ste. Marie City Council at its meeting of November 4, 2013, regarding the then proposed Federal legislation that would see the amalgamation of operations and governance of those international bridge crossings referred to above which are part of your Ministry's responsibilities and oversight. City Council clearly supported a position that had been taken by resolution by the St. Mary's River Bridge Company on October 25, 2013. This included a request to the Federal government that the new Federal Bridge Corporation Board of Directors which would be responsible for the operation of the International Bridge in Sault Ste. Marie, as well as the three other mentioned bridge crossings, would include at least one person who was a resident of the City of Sault Ste. Marie. This person would ensure that the interests of the City of Sault Ste. Marie and its residents would be adequately considered with respect to any decisions made regarding this very important international bridge crossing in our community.

In all other respects, City Council was very supportive of the Federal government in the amalgamation and the reasons behind such action.

We have not yet heard a response to City Council's resolution and are concerned that it may not have reached your desk as of this date. We do understand that Board appointments are currently being considered and the purpose of this note is to reiterate the importance of a Sault Ste. Marie representative in the future management and operation of this very important piece of infrastructure for our community.

We look forward to a favourable response to this request.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'J. Fratesi', with a stylized flourish at the end.

JMF:bb

Joseph M. Fratesi,
Chief Administrative Officer

Bryan Hayes, MP
Mayor and Members of City Council

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: MARGO GRAWBARGER TELEPHONE: 253-3775

ADDRESS: 59 GREAT NORTHERN RD POSTAL CODE: PLB 4Y7

The above person hereby makes application for the closing of

ST MARY'S RIVER DR
(Name of street to be closed)

from WAL MART ENTRANCE to SEARS & DELTA HOTEL ENTRANCE
(reference points - street numbers, cross streets, etc.)

on the 13th day of AUGUST, 2014 from 4:30 am/pm to 9:30 am/pm

for the purpose of A CAR SHOW & WALK

APPROVALS SECTION:

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

Sgt. R. Magnan # 209 JAN 16 2014
Signature of Official

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

[Signature]
Signature of Official

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

[Signature]
Signature of Official

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

[Signature]
Signature of Official

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

[Signature]
Signature of Official

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

[Signature]
Signature of Official

CITY CLERK SECTION:

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

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



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

2014 03 03

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. **Mike Nadeau – Social Services Department**
Meeting with the Director of Education
March 18 – 19, 2014
Thunder Bay, Ontario
Estimated total cost to the City - \$ 863.52
Estimated net cost to the City - \$ 863.52
2. **Carla Fairbrother – Social Services – Child Care Division**
Meeting with the Director of Education
March 18 – 19, 2014
Thunder Bay, Ontario
Estimated total cost to the City - \$ 863.52
Estimated net cost to the City - \$ 863.52
3. **Don Scott – Public Works & Transportation – Transit Division**
Ontario Transportation Expo
April 15 – 16, 2014
Toronto, Ontario
Estimated total cost to the City - \$ 1,072.74
Estimated net cost to the City - \$ 1,072.74
4. **Brad Miller – Public Works & Transportation – Transit Division**
Ontario Transportation Expo
April 15 – 16, 2014
Toronto, Ontario
Estimated total cost to the City - \$ 1,072.74
Estimated net cost to the City - \$ 1,072.74

5. **Bob Camirand – Public Works & Transportation – Transit Division**

Ontario Transportation Expo

April 15 – 16, 2014

Toronto, Ontario

Estimated total cost to the City - \$ 1,072.74

Estimated net cost to the City - \$ 1,072.74

6. **Larry Kennedy – Engineering & Planning – Building Division**

Building Officials & The Law

March 10 - 14, 2014

Woodbridge, Ontario

Estimated total cost to the City - \$ 1,711.75

Estimated net cost to the City - \$ 1,711.75

7. **Rachel Tyczinski – Clerks Department**

AMCTO Annual Conference

June 8 – 11, 2014

Niagara Falls, Ontario

Estimated total cost to the City - \$ 2,001.75

Estimated net cost to the City - \$ 2,001.75

8. **Don Maki – Engineering & Planning – Building Division**

LMCBO Spring Workshop

May 6 – 9, 2014

Ottawa, Ontario

Estimated total cost to the City - \$ 1,128.00

Estimated net cost to the City - \$ 1,128.00

Yours truly,



JMF: bb

Joseph M. Fratesi
Chief Administrative Officer



COUNCIL REPORT

March 3, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Councillor Paul Christian, Chair – Conferences and Major Special Events Committee

DEPARTMENT: City Clerk's Department

RE: CONFERENCES AND MAJOR SPECIAL EVENTS COMMITTEE – 2014 EVENTS

PURPOSE

This report is in response to funding requests for two additional events being held in 2014, the Atom AA Ontario Hockey Federation (OHF) Championship and the Inaugural Northern Ontario Cricket Championship.

BACKGROUND

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

ANALYSIS

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

2014 Atom AA OHF Championship	\$ 5,000
Inaugural Northern Ontario Cricket Championship	\$2,400

IMPACT

These items have a total cost of \$7,400 which will be funded from the Conferences/Special Event reserve. At this time there is \$22,500 reserve of which \$15,100 will remain for future allocations.

Report to Council – **CONFERENCES AND MAJOR SPECIAL EVENTS
COMMITTEE – 2014 EVENTS**

2013 03 03

Page 2.

STRATEGIC PLAN

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

RECOMMENDATION

Resolved that the report of the Chair, Conferences and Major Special Events Committee dated 2014 03 03 concerning Conferences and Major Special Events – 2014 be received as information and that Council authorize municipal financial support in the amount of \$5,000 for the 2014 Atom AA OHF Championship and \$2,400 for the Inaugural Northern Ontario Cricket Championship to be funded from the 2014 Conferences and Major Special Events fund.

Respectfully submitted,

“Paul Christian”

Councillor Paul Christian, Chair
Conferences and Major Special Events Committee

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



COUNCIL REPORT

March 3, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Frank Coccimiglio – Manager of Information Technology Division

DEPARTMENT: Finance Department

RE: Contract Renewal with Ontera

PURPOSE

Information Technology Division is requesting approval from City Council to renew the Internet/Wide Area Network Services contract with Ontera for a 36 month period commencing April 1, 2014.

BACKGROUND

In 1999/2000 PUC Telecom and Ontera through a joint venture developed and implemented city wide area fibre based network (WAN). Information Technology Division (I.T.) in return took advantage of this city WAN to connect the City's satellite offices back to Civic Centre. Today we now have all our City buildings including remote sites such as Landfill and the Cemetery communicating together within the City's Virtual Private Network (VPN). As well, we also have the West and East Waste Water Treatment Plants plus all the pump stations communicating together in their own VPN with a communication link established between the two VPNs.

ANALYSIS

Through the joint venture between PUC Telecom and Ontera, the City was able to negotiate very competitive and favourable pricing from the start which has remained in place today. The monthly amount is \$7,338.75 plus HST. With the excellent service received over the years there is no reason to change.

IMPACT

Renewing the contract will have no effect on the budget since the existing operational cost identified in the 2014 budget is based on the existing pricing structure which is being offered for renewal. Keeping the same service provider will allow for no service/communication interruptions that may occur if the infrastructure were to change to a new provider. Not having any service

interruptions is crucial to our day-to-day operations especially in the waste treatment area and pumping stations.

STRATEGIC PLAN

Keeping our City WAN provided by Ontera in place without any interruptions addresses the “Communication” directives in the Strategic Plan.

RECOMMENDATION

That the report of the Manager of Information Technology Division concerning the renewal of the Internet and Wide Area Network Services contract with Ontera be approved. A By-law authorizing signature of a formal contract for the renewal will appear on a future Council Agenda.

Respectfully submitted,



Frank Coccimiglio
Manager of
Information Technology Division

Recommended for approval,



W. Freiburger, CMA
Commissioner of Finance & Treasurer

Recommended for approval,



Joseph M. Fratesi
Chief Administrative Officer



COUNCIL REPORT

March 3, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Joseph J. Cain, Manager, Recreation and Culture

DEPARTMENT: Community Services Department

RE: Designated Heritage Property Grant Wellington Square Townhouses

PURPOSE

The Sault Ste. Marie Municipal Heritage Committee (S.S.M.M.H.C.) received a Designated Heritage Property Grant request in July of 2013 from the owners of Wellington Square Townhouses to assist with the repairs to the exterior of the building. A grant is being recommended by the S.S.M.M.H.C. in the amount of \$6,382.58 to assist in the cost of the project with the funds to come from the Designated Heritage Property Grant Reserve.

BACKGROUND

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

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

Through the Designated Property Grant Program, owners may make application to receive one grant per calendar year for work done on the heritage features of their designated heritage property or on specific structures which ensure the ongoing integrity of their heritage property. The grants generally do not exceed 67% of the approved project cost to a maximum of \$3,000 for a single applicant. In this case the five owners were encouraged by the S.S.M.M.H.C. to do a joint application since the exterior of the building required repairs extending across all units. Therefore the amount of the grant being recommended reflects the multiple applicants.

ANALYSIS

The Wellington Square Townhouses were erected in 1913 at the corner of Pim and Wellington Streets and consisted of five townhouses financed by the Lake Superior Paper Company for their executives. Over the years as the fortunes of the company changed the building was purchased by private interests and each unit is now under separate ownership although on the exterior it appears as one large building. The building was designated under Part IV of the Ontario Heritage Act on February 28, 1983.

In 2011 the S.S.M.M.H.C. did a thorough inspection of the building and identified a number of issues with the exterior of the building that required attention and these were brought to the attention of the owners. The owners had a difficult time coming to a consensus about how to address and pay for the work that was required. The S.S.M.M.H.C. met with the owners in 2012 to propose that they do a joint application for a grant. In 2013, the owners put forward a proposal to do work on the back of the building and proposed to do the front in 2014. The S.S.M.M.H.C. agreed with that approach and endorsed the application (attached) for a grant of 50% of the cost to each owner. The work was completed in the fall of 2013 and members of the S.S.M.M.H.C. performed an inspection in conjunction with a City Building Inspector and verified that the work was satisfactorily completed. The total cost of the work was \$12,765.16 less than originally estimated in their application. Attached are copies of the paid invoices which were submitted by the owners and a summary of the total costs. At their February 5, 2014 meeting the S.S.M.M.H.C. passed the following resolution:

Moved by: C. Tossell

Seconded by: R. Kinghorn

“Resolved that the Sault Ste. Marie Municipal Heritage Committee endorse a combined grant of \$6,382.58 to the five owners of the Wellington Square Townhouses, each owner to receive 50% of the cost of repairs to the exterior back section of their respective unit, based upon the paid invoices submitted and further that the funds come from the Designated Heritage Property Grant Reserve fund and further that a report be sent to City Council for their approval.

CARRIED

IMPACT

The Designated Heritage Property Grant Reserve currently has a balance of \$36,550 to support grant requests from owners of properties designated under Part IV of the Ontario Heritage Act.

STRATEGIC PLAN

This item is not related to the Corporate Strategic Plan.

RECOMMENDATION

That the report of the Manager of Recreation and Culture be received concerning a Designated Property Grant for the owners of the Wellington Square Townhouses and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee that a combined grant of \$6,382.58 be paid to the five owners of the Wellington Square Townhouses, each owner to receive 50% of the cost of repairs to the exterior back section of their respective unit, based upon the paid invoices submitted and that the funds come from the Designated Heritage Property Grant Reserve, be approved.

Respectfully submitted,



Joseph J. Cain
Manager Recreation & Culture

Recommended for approval,



Nicholas J. Apostle
Commissioner Community Services

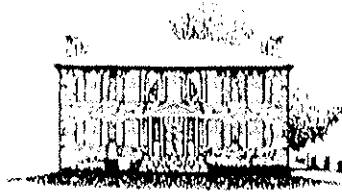
li/r&c/ssmmhc/desg prop grt/2014/council report wellington square townhouses

attachments

Recommended for approval



Joseph M. Fratesi
Chief Administrative Officer



COMMUNITY SERVICES DEPT.

JUL 08 2013

2013-07-08 11:11:11

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

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

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

1. Applicant

Name

Jacques Poirer for group Application

Address

Wellington Square Townhouses

Telephone (include area code)

705 759-8662

Postal Code

P6A 3H1

2. Property for which application is being made:

189-191-193 Poirer St. - 773 & 780 Wellington St. E

3. Have you previously received a Designated Property Grant for this property?☒ Yes☐ No

(If "Yes", give date and amount)

Date

Aug 2005

Amount

Approx \$7,000

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

Description

Cost

(see attached detailed sheets on each property)

\$14,767 (for all 5 houses) + GST

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

Heritage Grant Amount

As much as possible Hopefully 50%

Amount

\$ 7,383

Other Level of Government Funding

\$

Private Funds

Each townhouse owner will pay his particular share

\$ 7,383

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

Applicant

J. Poirer (for group)

Date

July 8/13

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

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

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

January 15, 2014

Wellington Square Townhouses

2013 Exterior Rear Restoration Project Costs for Each Unit Owner

<u>Name</u>	<u>Address</u>	<u>Total Payment (HST incl)</u>
Mark Coleman	193 Pim	\$3,825.00
Greg Vaughan	191 Pim	\$1,298.35
Jack Potvin	189 Pim	\$1,291.85
Glen Brown	780 Wellington	\$2,532.87
Dan Bellerose	778 Wellington	<u>\$3,817.09</u>
Total Project Cost		\$12,765.16
50% Grant		\$6,382.58

For each owner the total payment consists of:

- 1) Initial Installment (Deposit)
- 2) October Payment
- 3) December Payment

\\rec001\historic\mhc\2014\wellington square townhouses

FRESHWATER CONSTRUCTION & MAINTENANCE INC.

501 Hwy#552 East

Goulais River, ON P0S 1H0

INVOICE

Mark Coleman
193 Pim Street
Sault Ste. Marie, ON

Invoice # 6-10
Date 07/Oct/13

As per quote

Remove and re-install eavestrough	\$ 220.00
Paint lower soffit and upper fascia	\$ 802.00

Extras

Repair--two 4 ft sections of rotted soffit @ \$45/section	\$ 90.00
Repair various sections of soffit - nails & caulking	\$ 150.00
Replace lower fascia with new wood, cover with aluminum drip edge & fascia 50' @ \$21/ft	\$ 1,050.00
less deposit	\$ (1,000.00)

Sub-Total	\$ 1,312.00
HST--13%	\$ 170.56

TOTAL INVOICE #6-10 \$ 1,482.56

DUE & PAYABLE WITHIN 15 DAYS
GST #844140756

Handwritten signature: Paid by client

FRESHWATER CONSTRUCTION & MAINTENANCE INC.

501 Hwy#552 East

Goulais River, ON P0S 1H0

INVOICE

Mark Coleman
193 Pim Street
Sault Ste. Marie, ON

Invoice # 6-15
Date 02/Dec/13

Billing #2

Install new shingles on front shed roof	\$	230.00
Install new shingles, repair roof as required	\$	530.00
Paint and install new shingles on dormers	\$	278.00
Install aluminum flashing and caulk around window	\$	75.00
Add downspout to back eavetrough	\$	35.00
Clean out eavetrough	\$	40.00

Sub-Total	\$	1,188.00
HST--13%	\$	154.44

TOTAL INVOICE #6-15

\$ 1,342.44

DUE & PAYABLE WITHIN 15 DAYS
GST #844140756

*Paid
by
che*

FRESHWATER CONSTRUCTION & MAINTENANCE INC.

501 Hwy#552 East

Goulais River, ON P0S 1H 0

INVOICE

Greg Vaughan

191 Pim Street

Sault Ste. Marie, ON

Invoice #

6-9

Date

07/Oct/13

As per quote

Remove and re-install eaves/rough	\$	100.00
Paint lower back soffit and upper fascia	\$	368.00

Extras

Repair one 4 ft section of rolled soffit	\$	45.00
Repair various sections of soffit - nails & caulking	\$	150.00
Replace lower fascia with new wood, cover with aluminum drip edge & fascia		
22' @ \$21/ft	\$	462.00
less deposit	\$	(400.00)

Sub-Total	\$	725.00
HST--13%	\$	94.25

TOTAL INVOICE #6-9

\$ 819.25

DUE & PAYABLE WITHIN 15 DAYS

GST #844140756



FRESHWATER CONSTRUCTION & MAINTENANCE INC.

501 Hwy#552 East

Goulais River, ON P0S 1H0

INVOICE

Greg Vaughan

191 Pim Street

Sault Ste. Marie, ON

Invoice #

6-14

Date

02/Dec/13

Billing #2

Add new downspout to rear eavetrough

\$ 35.00

Clean eavetrough

\$ 35.00

Sub-Total

\$ 70.00

HST--13%

\$ 9.10

TOTAL INVOICE #6-14

\$ 79.10

DUE & PAYABLE WITHIN 15 DAYS

GST #844140756

paid by cash

FRESHWATER CONSTRUCTION & MAINTENANCE INC.

501 Hwy#552 East

Goulais River, ON P0S 1H0

INVOICE

Jack Potvin

189 Pim Street

Sault Ste. Marie, ON

Invoice #

6-8

Date

07/Oct/13

As per quote

Remove and re-install eavestrough	\$	100.00
Paint upper fascia and lower soffit	\$	368.00

Extras

Repair one 4 ft section of rotted soffit	\$	45.00
Repair various sections of soffit - nails & caulking	\$	150.00
Replace lower fascia with new wood, cover with aluminum drip edge & fascia 22' @ \$21/ft	\$	462.00
less deposit	\$	(450.00)

Sub-Total

\$ 675.00

HST--13%

\$ 87.75

TOTAL INVOICE #6-8

\$ 762.75

DUE & PAYABLE WITHIN 15 DAYS

GST #844140756

Handwritten signature:
Paid by cash

FRESHWATER CONSTRUCTION & MAINTENANCE INC.

501 Hwy#552 East

Goulais River, ON P0S 1E0

INVOICE

Jack Polvin

189 Pim Street

Sault Ste. Marie, ON

Invoice #

6-43

Date

02/Dec/13

Billing #2

Add new downspout on rear eavetrough

\$ 35.00

Clean eavetrough

\$ 35.00

Sub-Total

\$ 70.00

HST--13%

\$ 9.10

TOTAL INVOICE #6-13

\$ 79.10

DUE & PAYABLE WITHIN 15 DAYS

GST #844140756

paid by che

FRESHWATER CONSTRUCTION & MAINTENANCE INC.

501 Hwy#552 East

Goulais River, ON P0S 1H 0

INVOICE

Dave Brown

780 Wellington Street E

Sault Ste. Marie, ON

Invoice #

6-7

Date

07/Oct/13

As per quote

Remove and re-install eaves trough	\$	75.00
Paint upper fascia and lower soffit	\$	300.00

Extras

Repair one 4 ft section of rotted soffit	\$	45.00
Repair various sections of soffit - nails & caulking	\$	150.00
Replace lower fascia with new wood, cover with aluminum drip edge & fascia 14' @ \$21/ft	\$	294.00
less deposit	\$	(150.00)

Sub-Total	\$	364.00
HST--13%	\$	47.32

TOTAL INVOICE #6-7	\$	411.32
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DUE & PAYABLE WITHIN 15 DAYS

GST #844140756

paid by city

FRESHWATER CONSTRUCTION & MAINTENANCE INC.

501 Hwy#552 East

Goulais River, ON P0S 1L0

INVOICE

Glen Brown

780 Wellington Street E

Sault Ste. Marie, ON

Invoice #

6-12

Date

02/Dec/13

Billing #2

Re-shingle front veranda roof	\$	995.00
Add new eavetrough on front veranda	\$	400.00
Add new downspout at rear eavetrough	\$	25.00
Clean eavetrough	\$	15.00

Sub-Total

\$ 1,435.00

HST--13%

\$ 186.55

TOTAL INVOICE #6-12

\$ 1,621.55

DUE & PAYABLE WITHIN 15 DAYS

GST #844140756

*Paid
by
CMA*

FRESHWATER CONSTRUCTION & MAINTENANCE INC.

501 Hwy#552 East

Goulais River, ON P0S 1E0

INVOICE

Dan Bellerose
778 Wellington Street E
Sault Ste. Marie, ON

Invoice # 6-6
Date 07/Oct/13

As per quote

Remove and re-install eavestrough	\$ 105.00
Paint upper fascia and lower soffit	\$ 435.00
Paint soffit and fascia around back door on lower deck	\$ 275.00

Extras

Repair one 4 ft section of rotted soffit	\$ 45.00
Repair various sections of soffit -nails & caulking	\$ 150.00
Replace lower fascia with new wood, cover with aluminum drip edge & fascia	
24' @ \$21/ft	\$ 504.00
less deposit	\$ (1,000.00)

Sub-Total	\$ 514.00
HST--13%	\$ 66.82

TOTAL INVOICE #6-6 **\$ 580.82**

DUE & PAYABLE WITHIN 15 DAYS

GST #844140756



FRESHWATER CONSTRUCTION & MAINTENANCE INC.

501 Hwy#552 East

Goulais River, ON P0S 1E0

INVOICE

Dan Bellerose
778 Wellington Street E
Sault Ste. Marie, ON

Invoice # 6-11
Date 02/Dec/13

Billing #2

Re-shingle front veranda	\$	1,494.00
Add new eavetrough to front veranda	\$	400.00
Add new downspout to rear eavetrough	\$	35.00
Clean eavetrough	\$	50.00

Sub-Total	\$	1,979.00
HST--13%	\$	<u>257.27</u>

TOTAL INVOICE #6-11	\$	2,236.27
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DUE & PAYABLE WITHIN 15 DAYS
GST #844140756





COUNCIL REPORT

March 3, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Nancie Scott, Accessibility Co-ordinator

DEPARTMENT: Social Services Department

RE: Reallocation of Accessibility Reserve Funds

PURPOSE

The purpose of this report is to obtain Council approval to allocate \$5,000 from the Accessibility Reserve fund for the purpose of installing bus stop shelters.

BACKGROUND

The City's Joint Accessibility Plan 2011-2016 allocated funds to Public Works and Transportation (PWT) to make accessibility improvements. Improvements to bus stops are not part of the current accessibility plan.

ANALYSIS

Recent improvements to bus stops require the installation of bus stop shelters to ensure that people with accessibility barriers can board safely year round. Transit Services requires additional funding to install bus shelters at city bus stops to ensure that they are safe and accessible for people with disabilities. Having more fully accessible transit shelters increases community accessibility and safety.

The Integrated Accessibility Standard Regulations (IASR) require conventional transportation providers to ensure there are safe locations for people with disabilities to board and get off their vehicles

IMPACT

The City of Sault Ste. Marie has committed to the community to identify, remove and prevent barriers to people with disabilities. This work will remove an identified barrier.

STRATEGIC PLAN

Not applicable

RECOMMENDATION

Resolved that the report of the Accessibility Co-ordinator dated 2014 03 03 concerning Reallocation of Accessibility Reserve Funds be received; further that \$5,000 be allocated from the Accessibility Reserve fund for the purpose of installing bus shelters where required by Transit.

Respectfully submitted,

“Nancie Scott”

Nancie Scott
Accessibility Co-ordinator

Recommended for approval

“Mike Nadeau”

Mike Nadeau
Commissioner of Social Services

Recommended for approval

A handwritten signature in black ink, appearing to read 'J. Fratesi', with a small mark above the 'i'.

Joseph M. Fratesi
Chief Administrative Officer

Benefits of Joining the Canadian Coalition of Municipalities Against Racism and Discrimination (CCMARD)

Presentation to SSM City Council
By: Racial Harmony and Social Equity Committee
(Sub - Committee of LIP)
March 3 , 2014

Local Immigration Partnership

Our Vision

- ▶ The city of Sault Ste. Marie will be perceived as a vibrant, diverse, welcoming community offering opportunities and services in the labor market, education system as well as socially making Sault Ste. Marie an ideal city for newcomers to live, work, learn and play.

City of Sault Ste. Marie

Resolutions and Proclamations

- ▶ Racial Harmony Resolution (Mar 2013)
- ▶ Consideration for Membership on the Canadian Coalition of Municipalities Against Racism and Discrimination
- ▶ Proclamation – Canadian Multiculturalism Day, June 27, 2013
- ▶ Proclaimed Diversity Week (2011-2013)
- ▶ Proclamation – International Day for the Elimination of Racism
- ▶ Bringing forward a resolution for the municipality to join CCMARD

What is CCMARD

- ▶ Canadian Coalition of Municipalities Against Racism and Discrimination



10 Common Commitments

THE MUNICIPALITY AS A GUARDIAN OF THE PUBLIC INTEREST

- 1. Increase vigilance against systemic and individual racism and discrimination.**
- 2. Monitor racism and discrimination in the community more broadly as well as municipal actions taken to address racism and discrimination.**
- 3. Inform and support individuals who experience racism and discrimination.**
- 4. Support policing services in their efforts to be exemplary institutions in combating racism and discrimination.**

10 Common Commitments

THE MUNICIPALITY AS AN ORGANIZATION IN THE FULFILLMENT OF HUMAN RIGHTS

- 5. Provide equal opportunities as a municipal employer, service provider and contractor.**
- 6. Support measures to promote equity in the labour market.**
- 7. Support measures to challenge racism and discrimination and promote diversity and equal opportunity in housing..**

10 Common Commitments

THE MUNICIPALITY AS A COMMUNITY SHARING RESPONSIBILITY FOR RESPECTING AND PROMOTING HUMAN RIGHTS AND DIVERSITY

- 8. Involve citizens by giving them a voice in anti-racism initiatives and decision-making.**
- 9. Support measures to challenge racism and discrimination and promote diversity and equal opportunity in the education sector and in other forms of learning.**
- 10. Promote respect, understanding and appreciation of cultural diversity and the inclusion of Aboriginal and racialized communities into the cultural fabric of the municipality.**

Benefits of Joining CCMARD

- ▶ Increased Accountability to citizens of SSM
- ▶ Increased Community Commitment
- ▶ Increased trust, loyalty and respect toward the municipality as a result of the public commitment to actions that foster greater equality, inclusion and appreciation of diversity
- ▶ Networking with other Communities
- ▶ Strengthened Partnerships
- ▶ Strong Planning Framework for Action Plan
- ▶ Support and Tools for Evaluation, Monitoring and Reporting

What's Next ...







**List of the Municipalities who have joined
CCMARD
Liste des municipalités ayant adhéré à la
Coalition**

Municipalities Municipalités		Province	Date of the City Council Resolution Date de la résolution du Conseil
1.	Saskatoon	Saskatchewan	05-2005
2.	Windsor	Ontario	03-2006
3.	Toronto	Ontario	04-2006
4.	Wood Buffalo (which includes/incluant Fort McMurray)	Alberta	05-2006
5.	Calgary	Alberta	07-2006
6.	Thunder Bay	Ontario	09-2006
7.	Halifax	Nova Scotia Nouvelle Écosse	09-2006
8.	Montréal	Québec	10-2006
9.	Grande Prairie	Alberta	10-2006
10.	Gatineau	Québec	11-2006
11.	Edmonton	Alberta	11-2006
12.	Drayton Valley	Alberta	12-2006
13.	Brooks	Alberta	01-2007
14.	Oshawa	Ontario	04-2007
15.	Lions Bay	British Columbia Colombie Britannique	04-2007
16.	Tecumseh	Ontario	06-2007
17.	Sudbury	Ontario	06-2007
18.	Stratford	Prince Edward Island Île-du-prince-Édouard	07-2007
19.	Winnipeg	Manitoba	07-2007
20.	London	Ontario	07-2007
21.	Vaughan	Ontario	08-2007
22.	Saint John	New Brunswick Nouveau-Brunswick	08-2007
23.	Williams Lake	British Columbia Colombie Britannique	08-2007
24.	Lethbridge	Alberta	09-2007
25.	Oakville	Ontario	10-2007
26.	Truro	Nova Scotia Nouvelle Écosse	12-2007
27.	Saint-Justin	Québec	02-2008
28.	County of Kings	Nova Scotia Nouvelle Écosse	02-2008

Municipalities Municipalités		Province	Date of the City Council Resolution Date de la résolution du Conseil
29.	Québec	Québec	06-2008
30.	St. Albert	Alberta	12-2008
31.	Innisfail	Alberta	12-2008
32.	Prince Albert	Saskatchewan	01-2009
33.	Georgina	Ontario	03-2009
34.	Kingston	Ontario	12-2009
35.	New Glasgow	Nova Scotia Nouvelle Écosse	01-2010
36.	Markham	Ontario	02-2010
37.	Vancouver	British Columbia Colombie Britannique	02-2010
38.	Richmond Hill	Ontario	04-2010
39.	Aurora	Ontario	06-2010
40.	Wetaskiwin	Alberta	08-2010
41.	Sherbrooke	Québec	09-2010
42.	Saguenay	Québec	12-2010
43.	Kentville	Nova Scotia Nouvelle Écosse	02-2011
44.	Moose Jaw	Saskatchewan	03-2011
45.	Caledon	Ontario	04-2011
46.	Peel	Ontario	04-2011
47.	Ottawa	Ontario	04-2011
48.	Prince George	British Columbia Colombie Britannique	05-2011
49.	Fort Macleod	Alberta	07-2011
50.	Provost	Alberta	11-2011
51.	Victoria	British Columbia Colombie Britannique	11-2011
52.	Devon	Alberta	02-2012
53.	Whitehorse	Yukon	03-2012
54.	Newmarket	Ontario	05-2012
55.	Burnaby	British Columbia Colombie Britannique	09-2012
56.	Hamilton	Ontario	10-2012
57.	Red Deer	Alberta	03-2013
58.	Longueuil	Québec	03-2013



February 14, 2014

RE: Support in favour of the City of Sault Ste. Marie becoming a member of the Canadian Coalition of Communities Against Racism and Discrimination (CCMARD).

Dear Madam Mayor Amaroso and Members of Council:

We would like to formally express our strong support for the resolution which will be presented to City Council on Monday March 3rd, 2014. The passing of this resolution would make the municipality of Sault Ste. Marie a signatory to the Canadian Coalition of Municipalities Against Racism and Discrimination (CCMARD).

Under the umbrella of the Local Immigration Partnership, the Racial Harmony and Social Equity Committee was formed in 2012 in response to public acts of racism within the community. The mandate of the committee was to develop a resolution to Council and develop a communications strategy for the Local Immigration Partnership to deliver key messages to the community. Members included representatives from key stakeholders in the community, and held regular monthly meetings. The committee has met its mandate, and today urges the City of Sault Ste. Marie to become a signatory member of CCMARD (Canadian Coalition of Municipalities Against Racism and Discrimination).

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Joining CCMARD will not only benefit all members of the Local Immigration Partnership, but our regional community at large. The demographics of Sault Ste. Marie are changing, therefore it is crucial that we, as a community, demonstrate our commitment to protect and respect the human rights of all. Becoming a signatory to CCMARD will enable Sault Ste. Marie to set a Northern Ontario standard of zero-tolerance for racism and discrimination, ultimately making our community safer and more attractive for both newcomers and Saultites alike.

We fully support the initiative for Sault Ste. Marie to become a signatory member of CCMARD, and trust that you too will recognize this unique opportunity for our community to grow and lead by example.

Sincerely Yours,

Dr. Richard Myers
President, Algoma University

Thursday, February 13, 2014

RE: Support in favour of the City of Sault Ste. Marie becoming a member of the Canadian Coalition of Communities against Racism and Discrimination (CCMARD).

Dear Madam Mayor Amaroso and Members of Council:

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I fully support the initiative for Sault Ste. Marie to become a signatory member of CCMARD, and trust that you too will recognize this unique opportunity for our community to grow and lead by example.

Sincerely Yours,



Jonathan Coulman
Executive Director
Algoma Workforce Investment Corporation (AWIC)

Baawaating Family Health Team

210 Gran Street, Sault Ste. Marie, ON P6A 5K9

Phone: 705-575-7191 Fax: 705-575-7193

Feb. 21, 2014

Dear Madam Mayor Amaroso and Members of Council:

Baawaating Family Health Team would like to formally express our strong support of which will be presented to City Council on Monday March 3rd, 2014. The passing of this resolution would make the municipality of Sault Ste. Marie a signatory to the Canadian Coalition of Municipalities Against Racism and Discrimination (CCMARD).

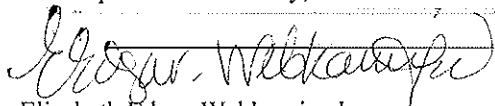
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Joining CCMARD will not only benefit all members of the Local Immigration Partnership, it will benefit our regional community at large. The demographics of Sault Ste. Marie are changing; it is crucial that we, as a community, demonstrate our commitment to protect and respect the human rights of all. Becoming a signatory to CCMARD will enable Sault Ste. Marie to set a Northern Ontario standard of zero-tolerance for racism and discrimination; ultimately making our community safer and more attractive for both newcomers and Saultites alike.

We fully support the initiative for Sault Ste. Marie to become a signatory member of CCMARD. What an exciting opportunity for our community to grow and lead by example!

In the spirit of community,



Elizabeth Edgar-Webkamigad
Manager,
Baawaating Family Health Team



February 21, 2014

RE: Support in favour of the City of Sault Ste. Marie becoming a member of the Canadian Coalition of Communities Against Racism and Discrimination (CCMARD).

Dear Madam Mayor Amaroso and Members of Council:

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I fully support the initiative for Sault Ste. Marie to become a signatory member of CCMARD, and trust that you too will recognize this unique opportunity for our community to grow and lead by example.

Sincerely,

Brett Lund
Sales Manager
CTV Sault Ste Marie

Huron-Superior Catholic District School Board

Lindsay Liske
Chairperson

John Stadnyk
Director of Education



RE: Support in favour of the City of Sault Ste. Marie becoming a member of the Canadian Coalition of Communities Against Racism and Discrimination (CCMARD).

Dear Madam Mayor Amaroso and Members of Council:

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I fully support the initiative for Sault Ste. Marie to become a signatory member of CCMARD, and trust that you too will recognize this unique opportunity for our community to grow and lead by example.

Sincerely Yours,

Sister Pat Carter, Faith Animator
Huron-Superior Catholic District School Board

Catholic Curriculum Department

100 Ontario Avenue

Sault Ste. Marie, ON P6B 1E3

Tel: (705) 945-5669 or (705) 945-5654

Fax: (705) 945-5653



Northland Adult Learning Centre

440 Northland Road Sault Ste. Marie, ON, P6C 3N6

Telephone (705) 945-7109 Fax (705) 945-7004

<http://northland.adsb.on.ca> e-mail northland@adsb.on.ca

RE: Support in favour of the City of Sault Ste. Marie becoming a member of the Canadian Coalition of Communities Against Racism and Discrimination (CCMARD).

Dear Madam Mayor Amaroso and Members of Council:

On behalf of Northland Adult Learning Centre and our English as a Second Language Classes, I would like to formally express my strong support for the resolution which will be presented to City Council on Monday March 3rd, 2014. The passing of this resolution would make the municipality of Sault Ste. Marie a signatory to the Canadian Coalition of Municipalities Against Racism and Discrimination (CCMARD).

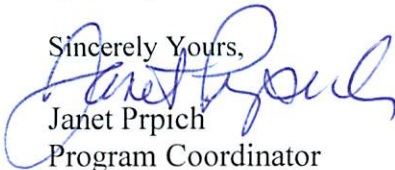
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I fully support the initiative for Sault Ste. Marie to become a signatory member of CCMARD, and trust that you too will recognize this unique opportunity for our community to grow and lead by example.

Sincerely Yours,


Janet Prpich

Program Coordinator



2014 02 03

RE: Support in favour of the City of Sault Ste. Marie becoming a member of the Canadian Coalition of Communities Against Racism and Discrimination (CCMARD).

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I fully support the initiative for Sault Ste. Marie to become a signatory member of CCMARD, and trust that you too will recognize this unique opportunity for our community to grow and lead by example.

Sincerely Yours,

Sharon Mosker

Employer Outreach Officer – Professions North/Nord

February 18, 2014

RE: Support in favour of the City of Sault Ste. Marie becoming a member of the Canadian Coalition of Communities Against Racism and Discrimination (CCMARD).

Dear Madam Mayor Amaroso and Members of Council:

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I fully support the initiative for Sault Ste. Marie to become a signatory member of CCMARD, and trust that you too will recognize this unique opportunity for our community to grow and lead by example.

Sincerely Yours,



Sandra Mongui

February 6, 2014

RE: Support in favour of the City of Sault Ste. Marie becoming a member of the Canadian Coalition of Communities Against Racism and Discrimination (CCMARD).

Dear Madam Mayor Amaroso and Members of Council:

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I fully support the initiative for Sault Ste. Marie to become a signatory member of CCMARD, and trust that you too will recognize this unique opportunity for our community to grow and lead by example.

Sincerely Yours,



R. W. Common
President

/arc



**Sault Community
Career Centre**

503 Queen Street East
Sault Ste. Marie, ON P6A 2A2
T: 705.759.0909 F: 705.759.3367



January 30, 2014

RE: Support in favour of the City of Sault Ste. Marie becoming a member of the Canadian Coalition of Communities Against Racism and Discrimination (CCMARD).

Dear Madam Mayor Amaroso and Members of Council:

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I fully support the initiative for Sault Ste. Marie to become a signatory member of CCMARD, and trust that you too will recognize this unique opportunity for our community to grow and lead by example.

Sincerely Yours,

Executive Director

Sault Community Career Centre

February 20, 2014

RE: Support in favour of the City of Sault Ste. Marie becoming a member of the Canadian Coalition of Communities Against Racism and Discrimination (CCMARD).

Dear Madam Mayor Amaroso and Members of Council:

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Sincerely Yours,



Spiritual Assembly of the Baha'is of Sault Ste. Marie
Louisa van Lith, Secretary

Box 20027, Churchill Plaza RPO
Sault Ste. Marie, Ontario, P6A 6W3



United Way

Sault Ste. Marie and district

February 19, 2014

RE: Support in favour of the City of Sault Ste. Marie becoming a member of the Canadian Coalition of Communities Against Racism and Discrimination (CCMARD).

Dear Madam Mayor Amaroso and Members of Council:

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I fully support the initiative for Sault Ste. Marie to become a signatory member of CCMARD, and trust that you too will recognize this unique opportunity for our community to grow and lead by example.

Sincerely Yours,

Craig Kohler
President

Change starts here.

7A Oxford Street, Sault Ste. Marie, ON P6B 1R7

Phone: 705 256-7476 Fax: 705 759-5899

Email: uwssm@ssmunitiedway.ca www.ssmunitiedway.ca



COUNCIL REPORT

March 3, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Mike Nadeau, Commissioner of Social Services

DEPARTMENT: Social Services Department

RE: Child Care Funding

PURPOSE

The purpose of this report is to advise City Council of changes in the manner that the SSM DSSAB Child Care Service System will be funded as a result of funding reductions by the Ministry of Education and the subsequent effect of funding reductions to the City of Sault Ste. Marie.

BACKGROUND

The Ministry of Education (MED) introduced a new child care funding formula, effective January 1, 2013. The new funding formula and subsequent revised DSSAB local funding model resulted in a reduction of \$885,843.35 in direct annual child care program funding for the community. The DSSAB has been using one-time provincial mitigation funding to offset this cut since January 1, 2013.

ANALYSIS

The DSSAB was tasked with developing a new child care program funding model that was both transparent and equitable for all child care providers in the system. Social Services developed a community child care stakeholder group that provided input and recommendations into the development of a new local program funding model. The model adopted was based on two components:

1. General Operating: based on licensed capacity and ages of children served by a child care provider
2. Fee Subsidy: based on percentage of 2012 actual subsidized spaces of care provided

When developing the new child care program funding model, efforts were made to preserve as many subsidized spaces in the child care system as possible.

The new funding model also attempted to ensure funding equity for all child care providers. The DSSAB developed a new funding model that resulted in funding cuts to child care providers ranging from a minimum of 13% to a maximum of 27.5 %.

Historically, funding to the child care service system was provided to child care providers based on the previous year's funding contribution and was not necessarily provided in response to program need or service system equity. Changes in funding focusing on overall system equity will result in providers with the highest child program costs being the most negatively affected. Similarly, programs operating close to actual per diem rates charged will see the least impact and programs that have been historically underfunded will see a slight increase.

IMPACT

\$885,843.35 in child care program funding will be removed from the system by January 1, 2015. The current child care system that the DSSAB manages will see general funding cuts as described above and a reduction of 61.5 subsidized spaces. The spaces are currently being absorbed by parents who can afford to pay full fees to a child care provider.

Effective April 1, 2014 the City's Community Services Department will experience a 13% (\$153,483.72) reduction in funding from the DSSAB. On January 1, 2015 an additional and final reduction will occur bringing the total reduction to 27.5% (\$324,677.00) compared to 2012 funding levels.

The City will also experience a reduction in the total number of subsidized spaces it provides for the DSSAB. In 2012 the DSSAB funded 70 subsidized spaces within the City's child care programs. This number will be reduced to a maximum of 51, effective April 1, 2014. There may be opportunity for the City to offset some of the DSSAB funding loss by parents who can afford to pay full fee.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

Resolved that the report of the Commissioner of Social Services dated 2014 03 03 concerning Child Care Funding be referred to appropriate staff for review and report back to Council.

Respectfully submitted,

"Mike Nadeau"
Mike Nadeau
Commissioner of Social Services

Recommended for approval,


Joseph M. Fratesi
Chief Administrative Officer

New Child Care Funding Model

March 3, 2014

Municipal Day Nurseries



District of Sault Ste. Marie

Social Services Administration Board

Overall Funding Impact

DSSAB Historical Funding	2015 Allocation	Variance		2015 Allocation	2014 Capping Through Mitigation	2014 Allocation
5,642,091.00	4,756,247.65	(885,843.35)		4,756,247.65	546,967.77	5,303,215.42

*As of December 2013

Program Impact Municipal Day Nurseries 2014

DSSAB Historical Funding	New Allocation	Variance	Percentage in Variance
1,180,644.00	1,027,160.28	(153,483.72)	(13.00)

Program Impact Municipal Day Nurseries 2015

	Proposed Funding Model	DSSAB Historical Funding	New Allocation	Variance	Percentage in Variance
#1	Operating Grant	127,136.00	213,150.00		
#2	Fee Subsidy Grant	1,053,508.00	501,600.00		
	Subtotal	1,180,644.00	714,750.00	(465,894.00)	(39.46)
#3	Capping of loss at 27.5% of historical budget.		141,217.00		
	TOTAL	1,180,644.00	855,967.00	(324,677.00)	(27.50)

Municipal Day Nurseries Future Operating Potential

Total Licensed Spaces	2012 Subsidized Spaces (FDE)	2015 Subsidized Spaces (FDE)	Subsidy Reduced by:
	70	51	19
DSSAB Allocation 2012		1,180,644.00	
DSSAB Allocation 2015		<u>855,967.00</u>	
DSSAB Funding Difference		<u>(324,677)</u>	



COUNCIL REPORT

March 3, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Nicholas J. Apostle, Commissioner Community Services

DEPARTMENT: Community Services Department

RE: 2015 IIHF World Junior Championship

PURPOSE

This report is to provide Council with information on a potential opportunity regarding the 2015 IIHF World Junior Championship.

BACKGROUND

The following information is an excerpt from a recent Hockey Canada document:

"The 2015 IIHF World Junior Championship is coming to Ontario and Quebec. Toronto and Montreal will be hosting this prestigious event starting December 26th, 2014 running until January 5th, 2015. Hockey Canada in partnership with the 2015 World Junior Host Organizing Committee are currently in the process of accepting an expression of interest from Ontario and Quebec communities that may be looking to host a pre-competition camp for one of the ten (10) competing teams and/or possibly an exhibition game between two (2) of the competing teams.

Hockey Canada and the 2015 World Junior Host Organizing Committee will be looking to host all ten (10) federations for training camps prior to the World Junior Championship, along with a minimum of eight (8) exhibition games leading up to December 24th this year."

Tourism Sault Ste. Marie and the Sault Major Hockey Association are taking the lead in the preparing the letter of intent. The Community Services Department is involved because the event would be hosted at the Essar Centre.

ANALYSIS

We feel that our successful hosting of the 2013 TELUS Cup National Midget Championship (a Hockey Canada event) will enhance our chances of getting one of the pre-competition camps and exhibition games.

The process after the letter of intent is submitted is that: *"Hockey Canada will then review all interested groups and set up calls to require additional information where needed. A decision on host communities for these camps and games will be completed no later than October 2014."*

IMPACT

There is no impact to the budget.

STRATEGIC PLAN

This matter is not specifically addressed in the Corporate Strategic Plan

RECOMMENDATION

That the report of the Commissioner of Community Services concerning the 2015 IIHF World Junior Championships be received as information.

Respectfully submitted,



Nicholas J. Apostle
Commissioner Community Services

jb/council/2014/2015 IIHF world junior championship

Recommended for approval



Joseph M. Fratesi
Chief Administrative Officer



COUNCIL REPORT

2014 03 03

TO: Mayor Debbie Amaroso and Members of City Council

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

DEPARTMENT: Engineering and Planning Department

**RE: Second Line Widening – Phase II -
Contribution Agreement with Province**

PURPOSE

The purpose of this report is to obtain approval to enter into a funding agreement with the Province for the second phase of the widening of Second Line East from Pine Street easterly to the bottom of the hill.

BACKGROUND

The City has undertaken a two phased environmental assessment process for the widening of the Second Line/Black Road corridor. This portion of the TransCanada Highway between Old Garden River Road and McNabb Street is a two lane road. The First EA was for Second Line between Old Garden River Road and Black Road, and the preferred alternative was the widening of the road to five lanes. The City has completed the first of the three-phase widening of Second Line.

The cancellation of the connecting link program is a financial hardship for the City, and the MTO has been asked for the reinstatement of some form of annual funding to assist the City with roads which must carry provincial through traffic. Interim funding for the second phase of the Second Line widening was sought through the Ministry of Agriculture and Rural Affairs (OMAFRA) Small, Rural and Northern Municipal Infrastructure Fund (SRN-MIF). We were pleased that the funding application was approved for the maximum \$2,000,000 available under the program. A contribution agreement is required in order to access the funding.

The project will include the remainder of the sanitary sewer that will drain the new Pine Street extension which will open up that area for development.

ANALYSIS

Engineering and Legal staff have reviewed the agreement provided by OMAFRA and it is recommended for approval. The Province has stated that a by-law approving the agreement is in place prior to March 14, 2014.

IMPACT

The cost estimate for the project is \$3,717,700 so the City's share is estimated at \$1,717,700. This amount can be covered by the connecting link allowances in the 2013 and 2014 capital budgets, and the sanitary sewer surcharge.

STRATEGIC PLAN

The widening of the Second Line Corridor is linked to the Transportation Network Improvements objective under the Developing Solid Infrastructure Strategic Direction.

RECOMMENDATION

Be it resolved that the City enter into a contribution agreement with the Province of Ontario for funding for the reconstruction and widening of Second Line from Pine Street to a point approximately 550 meters east. By-Law 2014-54 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

Recommended for approval



Joseph M. Fratesi
Chief Administrative Officer



David Orazietti, M.P.P. Sault Ste. Marie **News Release**

For Immediate Release
March 3, 2014

ORAZIETTI ANNOUNCES \$2 MILLION IN LOCAL INFRASTRUCTURE IMPROVEMENTS *Ontario Government Investing in Sault Ste. Marie*

Sault Ste. Marie - The City of Sault Ste. Marie has been awarded \$2 million in funding from the Ontario Ministry of Rural Affairs *Small, Rural and Northern Municipal Infrastructure Fund – Capital Program* (SRNMIF-CTL) for critical infrastructure in Sault Ste. Marie, David Orazietti MPP announced today.

"With the help of provincial funding, our city can begin the second phase of a multi-phase project to widen the Second Line Corridor from two to five lanes," said Orazietti. "This project will not only widen the city's main east-west artery to benefit local traffic, but will improve access to major commercial and recreational facilities, as well as the new St. Mary's College currently under construction."

The province is supporting these improvements through the Small, Rural and Northern Municipal Infrastructure Fund, which is providing \$100 million to help municipalities across the province build and maintain key infrastructure.

"The Ontario government is committed to working with municipalities, especially our rural partners, to help make critical infrastructure investments that will strengthen our communities across the province. Through the Small, Rural and Northern Municipal Infrastructure Fund, we are ensuring that the right investments are made at the right time," said Glen Murray, Minister of Infrastructure

Investing in modern infrastructure is part of the government's economic plan that is creating jobs for today and tomorrow. The comprehensive plan and its six priorities focus on Ontario's greatest strengths — its people and strategic partnerships.

"A strong, prosperous rural Ontario requires modern and efficient infrastructure. Through this fund, our government is helping communities renew and replace roads, bridges and other critical infrastructure that will attract investment, create jobs and help drive economic growth," said Jeff Leal, Minister of Rural Affairs.

Since 2003, additional provincial investments that have helped build and improve Sault Ste. Marie while also creating short and long-term jobs include:

- \$30 million new funding for road improvements
- \$17.2 million in new provincial transfers under the Ontario Partnership Fund (OMPF) in 2014
- \$9.8 million new provincial gas tax program
- \$7.3 million new Algoma Public Health Building
- \$6.4 million social housing improvements
- \$6.2 million West End Recreation Centre
- \$5.6 million Carmen's Way
- \$4.7 million Essar Centre
- \$4.2 million Conservation Authority infrastructure - source water protection
- \$3.5 million Third Line extension
- \$3.1 million Rehabilitation of Single Lane Bridges
- \$3.1 million Hub Trail and Waterfront Walkway
- \$3.0 million Municipal Infrastructure Investment Initiative (MIII) 2008
- \$2.7 million COMRIF
- \$2.2 million new Emergency Response Centre (EMS)

- \$1.9 million land ambulance annually
- \$1.6 million Recreational Infrastructure Canada/Ontario 2009
- \$1.0 million for 8 new city police officers annually

QUICK FACTS

- Twenty-one communities were already approved for Small, Rural and Northern Municipal Infrastructure Fund projects based on their applications to the Municipal Infrastructure Investment Initiative in 2013.
- Ontario is investing more than \$35 billion in infrastructure across Ontario over the next three years, which will support more than 100,000 jobs on average each year.
- Since 2003, the Ontario government has provided approximately \$85 billion to help municipalities modernize and expand transit, repair and upgrade roads and bridges, improve water and wastewater treatment, and revitalize community infrastructure.

LEARN MORE

- See what's being built in your community at ontario.ca/buildingtoday
- Small, Rural and Northern Municipal Infrastructure Fund
- Building Together, Ontario's long-term infrastructure plan

-30-

Contact David Orazietti at (705) 949-6959.

Constituency Office: 432 Great Northern Road #202, Sault Ste. Marie, ON P6B 4Z9 Tel: 705-949-6959
 Fax: 705-946-6269
 Queen's Park: Suite 6630, 6th Floor, Whitney Block, 99 Wellesley Street West, Toronto ON M7A 1W3
 Tel: 416-325-2301 Fax: 416-325-1564
 Email: dorazietti.mpp.co@liberal.ola.org

Ministry of
Community Safety and
Correctional Services

Office of the
Fire Marshal and
Emergency Management

77 Wellesley Street West
Box 222
Toronto ON M7A 1N3
Tel: 416-314-3723
Fax: 416-314-3758

Ministère de la
Sécurité communautaire et
des Services correctionnels

Bureau du
commissaire des incendies et
de la gestion des situations d'urgence

77, rue Wellesley Ouest
C.P. 222
Toronto ON M7A 1N3
Tél. : 416-314-3723
Télec. : 416-314-3758



RECEIVED
FEB 28 2014
MAYOR'S OFFICE

February 18, 2014

City of Sault Ste. Marie
Her Worship Debbie Amaroso
99 Foster Drive PO Box 580
Sault Ste. Marie ON P6A 5N1

Dear Mayor Amaroso:

The Office of the Fire Marshal and Emergency Management (OFMEM) has conducted an annual review of your municipal emergency management program and its elements. Municipalities are required, in accordance with the *Emergency Management and Civil Protection Act* (EMCPA) to provide the following:

Municipal emergency management programs

2.1 (1) Every municipality shall develop and implement an emergency management program and the council of the municipality shall by by-law adopt the emergency management program. 2002, c. 14, s. 4.

Same

(2) The emergency management program shall consist of,
(a) an emergency plan as required by section 3;
(b) training programs and exercises for employees of the municipality and other persons with respect to the provision of necessary services and the procedures to be followed in emergency response and recovery activities;
(c) public education on risks to public safety and on public preparedness for emergencies; and
(d) any other element required by the standards for emergency management programs set under section 14. 2002, c. 14, s. 4.

Based on our review of your emergency management program and its elements, your municipality has complied with all of the following requirements of the EMCPA:

Community Emergency Management Coordinator (CEMC) appointed (O.Reg.380/04,s.10(1))	✓
CEMC completed the required training (O.Reg.380/04,s.10(2))	✓
The Municipality Emergency Management Program Committee met once this year (O. Reg. 380/04, s.11 (6))	✓

Current by-law for the municipality's adoption of its emergency management program (EMCPA s. 2.1(1))	✓
Municipal Community Risk Profile reviewed by the Emergency Management Program Committee (EMCPA s. 2.1(3))	✓
Municipality's Emergency Response Plan reviewed and the most current copy submitted to EMO (EMCPA s.3(1), s.3(6) s. 6.2 (1))	✓
Current by-law for the municipality's Emergency Response Plan? (EMCPA s. 3(1))	✓
Municipal Emergency Operations Centre designated (O.Reg.380/04,s.13 (1))	✓
Municipality's EOC communications system deemed to be appropriate (O. Reg. 380/04,s.13 (2))	✓
Municipality's Critical Infrastructure reviewed by the Emergency Management Program Committee (EMCPA s. 2.1 (3))	✓
Four (4) hours of annual municipal training conducted for the Municipal Emergency Control Group, staff and others identified in the ER Plan (EMCPA s.2.1(2), O. Reg. 380/04,s.12 (3))	✓
Municipal annual Exercise for the Municipal Emergency Control Group, staff and others identified in the ER Plan (EMCPA s.2.1(2), O.Reg.380/04 s. 12 (6))	✓
Municipal designated employee appointed to act as Emergency Information Officer (O.Reg.380/04, s. 14 (1))	✓
Public Education Strategy completed (EMCPA s. 2.1 (2c))	✓
Municipality's Emergency Management Program Committee conducted an Annual Review of the Program (O.Reg.380/04,s.11 (6))	✓

OFMEM staff are available to further discuss this review, as well as to provide you with ongoing advice and assistance to enhance the delivery of emergency management programming in your municipality.

Sincerely,



Tadeusz (Ted) Wieclawek
Fire Marshal of Ontario, and
Chief of Emergency Management

- c. Malcolm White, Municipal Clerk
Lauren Perry, Community Emergency Management Coordinator
Roger Lord, Sector Field Officer



COUNCIL REPORT

March 3, 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

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.

RECOMMENDATION

That City Council approve rezoning the subject property from "M2" (Medium Industrial Zone) to "M2.S" (Medium Industrial Zone with a Special Exception) to permit a fitness facility.

Respectfully submitted,



Steve Turco, MCIP, RPP
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

Attachment(s)

G:\PLANDIV\Data\APPL\REPORT\3-14-Z - March 3 2014.docx

Recommended for approval,



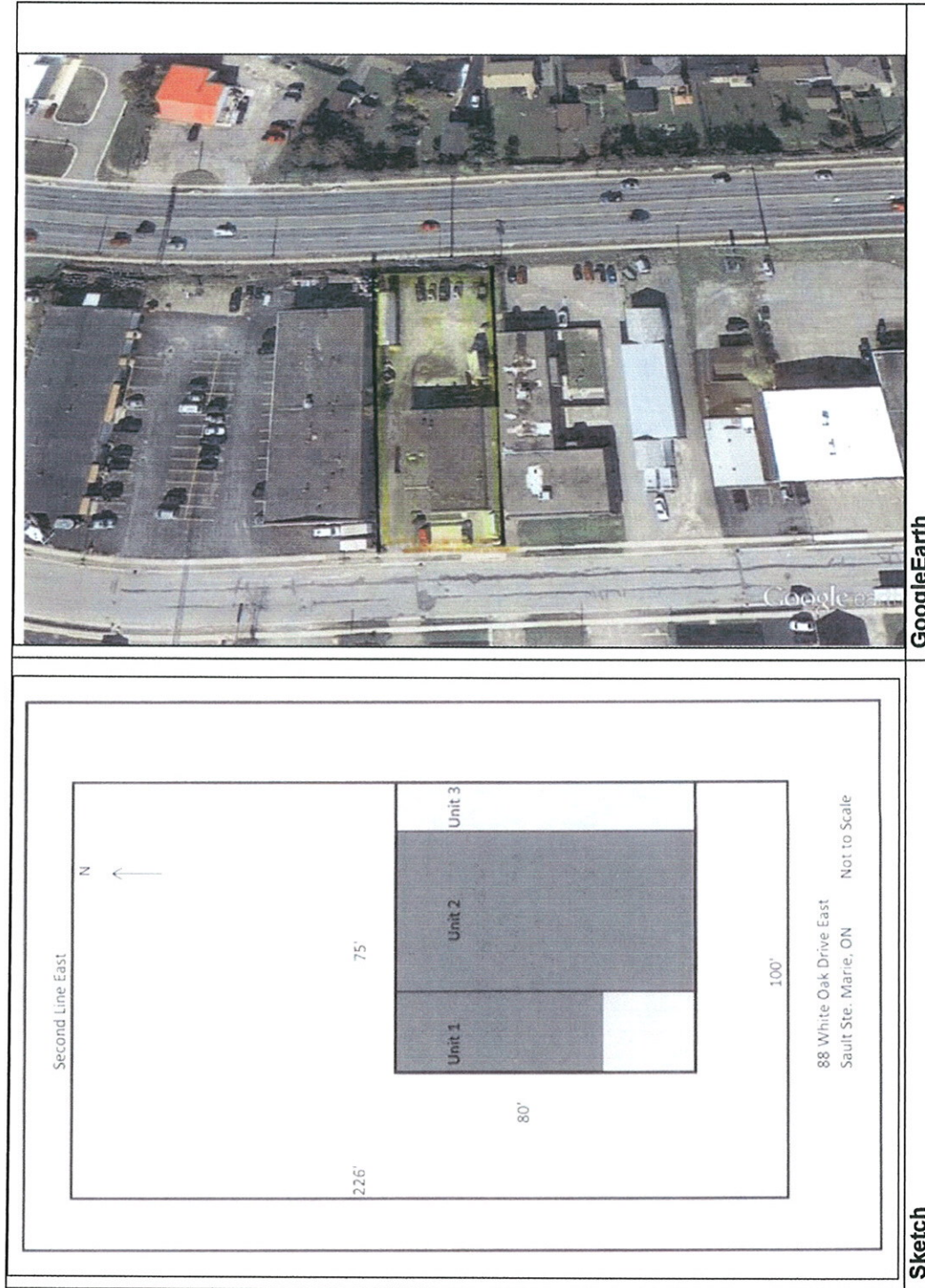
Jerry Dolcetti, RPP
Commissioner Engineering & Planning

Recommended for approval,



Joseph M. Fratesi
Chief Administrative Officer

1.5 SITE PLAN



GoogleEarth

Sketch

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 Page 106 of 144



SUBJECT PROPERTY MAP

88 WHITE OAK DRIVE EAST

Planning Application A-3-14-Z



METRIC SCALE
1 : 2000

MAP REFERENCE
59 & 1-74

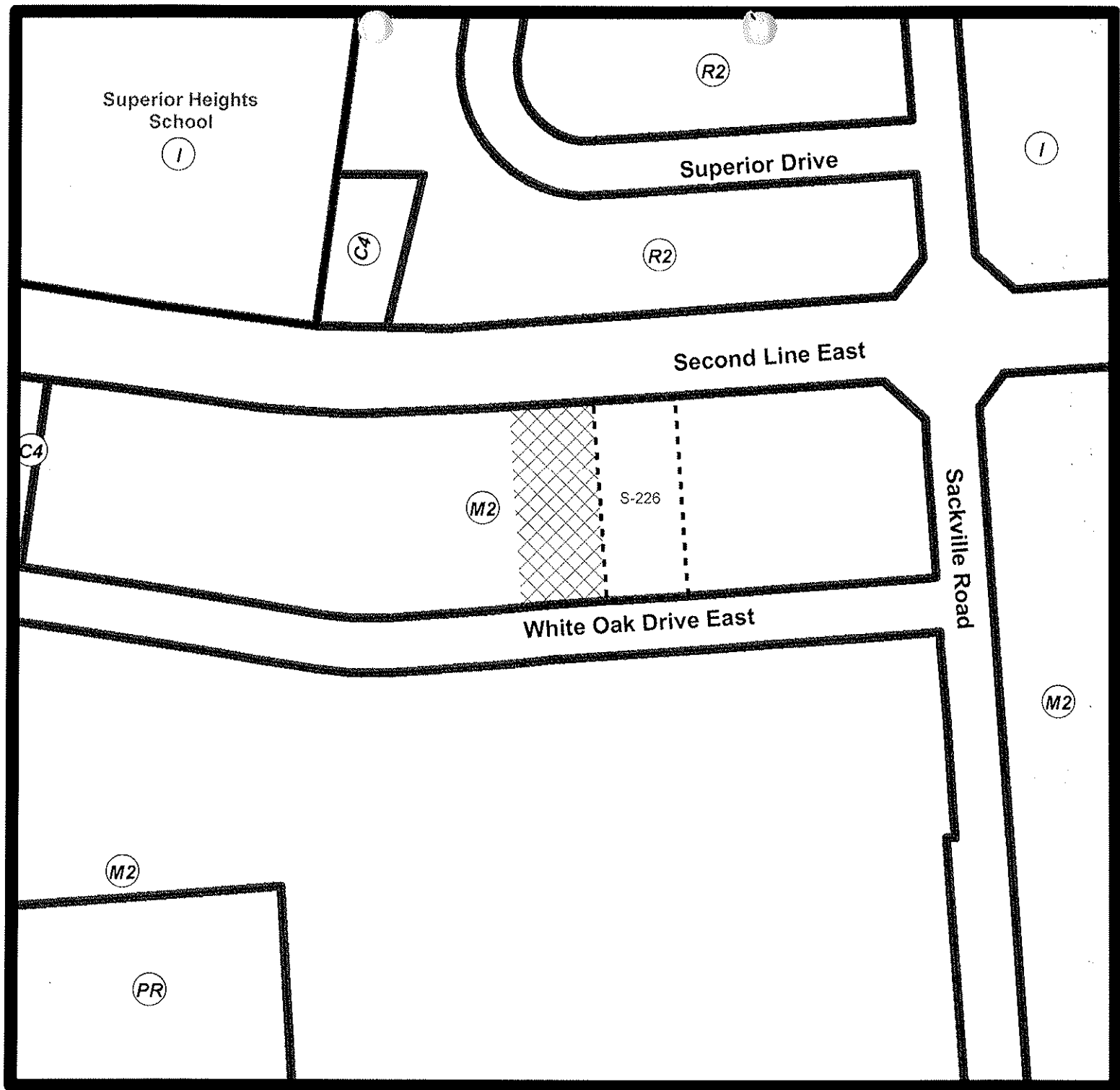
MAIL LABEL ID
A-3-14-Z

Legend



Subject Property = 88 White Oak Drive E Page 107 of 144

ROLL NUMBER
030-056-006-00



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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-51

AGREEMENTS: (C3.6) A by-law to authorize the execution of an agreement between the City and Avery Construction Ltd. for the Ermatinger-Clergue National Historic Site summer kitchen revisions.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A", available for viewing in the Clerks Department, dated the 19th day of February, 2014 and made between the City and Avery Construction Ltd. for the Ermatinger-Clergue National Historic Site summer kitchen revisions.

2. **SCHEDULE "A"**

Schedule "A" to the agreement may be viewed in the Clerk's Department.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 3rd day of March, 2014.

MAYOR – DEBBIE AMAROSO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-52

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of St. Mary's River Drive from Walmart entrance to Sears and Delta Sault Ste. Marie Waterfront Hotel and Conference Centre entrance to facilitate a car show and walk.

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 ST. MARY'S RIVER DRIVE**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of St. Mary's River Drive from Walmart entrance to Sears and Delta Sault Ste. Marie Waterfront Hotel and Conference Centre entrance from 4:30 p.m. to 9:30 p.m. on August 13th, 2014 to facilitate a car show and walk.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 3rd day of March, 2014.

MAYOR – DEBBIE AMAROSO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-53

PARKING: (P3.9(3)) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the *Police Services Act*, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS** as follows:

1. **SCHEDULE "A" TO BY-LAW 90-305 AMENDED**

Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 3rd day of March, 2014.

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

SCHEDULE "A"

<u>JUDGE, SPECIAL CONSTABLE</u>	<u>EMPLOYER</u>	<u>PROPERTY LOCATION</u>
12 ROUSE,BRIAN	ALGOMA UNIVERSITY	1520 QUEEN ST E
26 MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST.
30 RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
35 ORR,DEREK	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
59 BARONE,MARCELLO	ALGOMA UNIVERSITY	1520 QUEEN ST E
109 SEBECIC,JOHN,LUDVIC	DENTAL BUILDING	946 & 216 QUEEN ST E.
113 TAYLOR,GARY	ALGOMA UNIVERSITY	1520 QUEEN ST E
115 LEE,RICHARD,JOHN	ALGOMA UNIVERSITY	1520 QUEEN ST E
138 CAIN,JOSEPH	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
151 PARR,DEREK,RAYMOND	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
153 TASSONE,VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163 BUMBACCO,PHILIP,CARMEN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
176 D'AGOSTINI,ROSEMARY	DR. RAYMOND CHO	71 & 131 EAST ST.
191 BROWN,STEVEN,GEORGE	SEP.SCHOOL BOARD	SEPARATE SCHOOL BOARD PROPERTIES
196 MCGRAYNE, LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
240 MASON,STEPHEN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
241 COGILL,ROBIN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
248 CHAN,GILBERT	DR. RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
249 CHO,LINDA	DR. RAYMOND CHO	71 & 131 EAST ST./ 129 SECOND LINE W
253 TRAVSON,TERRANCE(TERRY)	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
267 CORBIERE,JOHN(TED)	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
276 SMITH DENNIS,ROBERT	G4S SECURE SOLUTIONS	AIRPORT
314 AASEN,PAULINE	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E
321 LORENZO,COREY	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
334 MILLER,BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREAS
335 GROSSO,DONALD	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
343 CHILLMAN,JODI	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
344 HARPE,KENNEITH	DAYS INN	DAYS INN HOTEL
346 HAZELTON,MARGARET	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
354 STEEVES,ROBERT	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
366 TROINOW,VICTORIA	G4S SECURE SOLUTIONS	AIRPORT
369 CARMICHAEL,MARY	ON.FINNISH HOME ASS.	FINNISH REST HOME
370 HANSEN,LOUIS	ON.FINNISH HOME ASS.	FINNISH REST HOME
372 BENOIT,ALAIN	ON.FINNISH HOME ASS.	FINNISH REST HOME
374 TAAVEL,ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREAS
376 FINN,ROBERT	G4S SECURE SOLUTIONS	AIRPORT
377 BADGERO,PAUL	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
384 BOREAN,RICK	CITY OF SAULT STE MARIE	BELLUVE MARINA & BONDAR MARINE & PARK
389 SANDIE,KEVIN	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
391 MCLEOD,HEATHER	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
397 LAFRAMBOISE,YVON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
400 JOHNSON,MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
404 HUDSON,BRIAN	CORPS OF COMM	22 BAY ST (FEDERAL BUILDING)
405 MATCHETT,CASEY	G4S SECURE SOLUTIONS	AIRPORT/ HOSPITAL
406 LEBLANC,SERGE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
410 POYNER,HAROLD	G4S SECURE SOLUTIONS	AIRPORT
411 MOORE,ROBERT	G4S SECURE SOLUTIONS	AIRPORT
413 HILL,MICHAEL	G4S SECURE SOLUTIONS	SAULT HOSPITAL
420 FABIANO,ANTONIO	G4S SECURE SOLUTIONS	AIRPORT
423 VANDERLIFT,DYLAN	CORPS OF COMM	SAULT HOSPITAL
430 RUSCIO,DOMINIC	MAJOR CONTR.	TRAVELODGE
431 DICKSON,SHANE	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
435 TRUMBLE,GEORGE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
439 LAMBERT,JOSEPH	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E
440 HAMMERSTEDT,ERIC	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
441 WILLSON,DAVID	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
442 MACLENNAN,MATTHEW	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
443 MARCIL,MARK	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
444 MARSHALL,JONATHAN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
446 HALLIDAY,DANA	SAULT COLLEGE	SAULT COLLEGE
447 FRIGAULT,JESSE	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
450 CHAPMAN,DANIEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
452 ROGERS,RICHARD	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
453 DERASP,RICHARD	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
455 BOYCHUK,BLAINE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
456 CONEYBEARE,KEVIN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
458 ROBINSON,GEORGE	CORPS OF COMM	SAULT AREA HOSPITAL
459 SLEEMAN,RAY	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
460 BOUGIE,DAN	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
462 GAULT,JAMES	CORPS OF COMM	SAULT AREA HOSPITAL
463 MORIN,ALEX	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
464 DITOMMASO,RYAN	2220917 ONT. INC.	489 BAY ST.
465 DELAVALLE,DON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
467 BERNIER,JUNE	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
468 AGNEW,BRENDAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
469 SANTELLI,DOMINIC	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
470 WOOLLEY,NATHANIEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
471 STOYCHEFF,CHRISOPHER	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
472 BRUNETTA,ANGELO	NORPRO SECURITY	REGENT PRO./S.COLLEGE/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
474 MANCUSO,ANTHONY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
475 TORRANCE,RENEE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
477 BROWLEY,DAVID	CORPS OF COMM	SAULT AREA HOSPITAL
479 GROULX,VINCE	CORPS OF COMM	SAULT AREA HOSPITAL
480 TELFORD,JASON	CORPS OF COMM /NORPRO	SAULT AREA HOSPITAL /REGENT PRO./S.COLLEGE/QUEENSCENTRE/GHC/APH

481	FORD,BRIAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
482	LEWCELLE,BRACE	CORPS OF COMM	SAULT AREA HOSPITAL
484	MCLEOD,VIRGINA	CITY OF SAULT STE MARIE BELLUVE MARINA & BONDAR MARINE & PARK	
485	ARMSTRONG,KENNETH	CITY OF SAULT STE MARIE BELLUVE MARINA & BONDAR MARINE & PARK	
486	LONGO,NADIA	GT.NORTHERN RET.HOME	760 GREAT NORTHERN RD.
487	ROUGEAU,MARISA	GT.NORTHERN RET.HOME	760 GREAT NORTHERN RD.
488	LEFLEUR,MARILYN	GT.NORTHERN RET.HOME	760 GREAT NORTHERN RD.
489	MCQUEEN,WANDA	GT.NORTHERN RET.HOME	760 GREAT NORTHERN RD.
490	LUXTON,JEFF	GT.NORTHERN RET.HOME	760 GREAT NORTHERN RD.
492	PARKER,MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
493	BROWN,FRASER	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
494	SHEWFELT,CODY	G4S SECURE SOLUTIONS	AIRPORT
497	ALLEN,ROBERT	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
498	MARQUES,STEVEN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
499	SCALI,NICOLA	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
500	EASBY,JOSHUA	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
501	QUARRELL,ROBERT	ELSTRONG MANAGEMENT	621,627,631 MACDONALD AVE
502	HAMEL,CHRIS	ELSTRONG MANAGEMENT	621,627,631 MACDONALD AVE
503	HAMEL,MELANIE	ELSTRONG MANAGEMENT	621,627,631 MACDONALD AVE
505	JONES,CHELSEY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
507	SMYTHE,RICHARD	BANK OF MONTREAL	556 QUEEN ST E
509	MATTALO,JOE	CORPS OF COMM	SAULT AREA HOSPITAL
511	ADAIR,BRENDAN	CORPS OF COMM	SAULT AREA HOSPITAL
512	DIMMA,JUSTIN	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
513	MEINCKE,KEN	CORPS OF COMM	SAULT AREA HOSPITAL
514	BONIFERRO,BRIAN	CORPS OF COMM	SAULT AREA HOSPITAL
515	MANGONE,MATT	CORPS OF COMM	SAULT AREA HOSPITAL
516	GAY,JAMES	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
517	ROY,BRENDA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
518	TREPASSO,GRANT	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
519	FRAGOMENI,JOSEPH	CORPS OF COMM	SAULT AREA HOSPITAL
520	THOMPSON,JOHN	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
522	MCMAMA,STEVEN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
523	MCBRIDE,GUY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
524	DUNLOP,DAVID	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
525	IACHETTA,CHRIS	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
526	JOHNSTON,CORY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
527	KOZAK,EMILIE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
529	ROMAIN,GERALDINE	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
530	WADE,SAMUEL	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
531	AHAEGBE,ENOHUOMEN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
532	BROUILLARD,BERNARD	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
533	STILLERT,CHRISTIAN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
534	LADOUCEUR,RACHAEL	CORPS OF COMM	SAULT AREA HOSPITAL
535	HUTZAN,CHRISTIAN	CORPS OF COMM	SAULT AREA HOSPITAL
536	SAUERZOPF,JUSTIN	CORPS OF COMM	SAULT AREA HOSPITAL
537	GRAWBARGER,KYLE	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
538	MCCAIG,BRANDON	CORPS OF COMM	SAULT AREA HOSPITAL
539	CUTLER,JESSE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
540	ZEPPA,ROBERT	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
541	DIMMA,WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
542	RALPH,NANCY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
543	HAYNES,MICHAEL	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
544	NELSON,MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
545	GRECO,BRYAN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
546	ZORIT,TRAVIS	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547	LIEPA,MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON,ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR.(CIVIC CENTRE)
549	WICKSTROM,IZAAK	G4S SECURE SOLUTIONS	AIRPORT
550	BADU,EDMUND	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
551	PIPER,ADAM	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
552	SENEGALGUDUR,DANIEL	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
553	ST.PIERRE,WILLIAM	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
554	IRWIN,JACOB	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
555	ROY,DARCY	G4S SECURE SOLUTIONS	AIRPORT
556	ARCAND,SCOTT	G4S SECURE SOLUTIONS	AIRPORT
557	HUTCHING'S GEORGE	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
558	LARKIN,NICHOLAS	CORPS OF COMM	SAULT AREA HOSPITAL
559	SUMMERS,STEPHEN	CORPS OF COMM	SAULT AREA HOSPITAL
560	ADDISON,CHRISTOPHER	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
561	CARTER,TIGER	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
562	DEARING,DEVIN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
563	FLEURY,TAMMY-JO	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
564	LAPRADE,DANIEL	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
565	LISCUMB,GERALD	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
566	SWEET,WILLARD	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
567	BOSTON,CODY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
568	PICK,DENNY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
569	ZEPPA,JACOB	G4S SECURE SOLUTIONS	AIRPORT
570	BERTRAND,CHRISTOPHER	G4S SECURE SOLUTIONS	AIRPORT
571	BRESNAHAN,JAMES	SSM.AIRPORT CORP.	AIRPORT -SUPERVISOR OF BUSINESS OPERATIONS
572	BELANGER,COWAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
573	RHODES,LILIAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
574	BOUCHARD,DARYL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
575	LALOUE,DANIEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
576	HULL,BRADLEY	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
577	LARIVIERE,EUGENE	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
578	MAKI,ROBERT	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
579	SANTERRE,JAYCE	CORPS OF COMM	SAULT AREA HOSPITAL
580	CHARETTE,ROBERT	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
581	PAVONI,JORDAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
582	MAITLAND,DARLA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY&RES/ESSAR/GHC/CAMBRIAN MALL/TENARIS
583	MADIGAN,LORRI-ANNE	ELSTRONG MANAGEMENT	621,627,631 MACDONALD AVE
584	PROULX,PAUL	G4S SECURE SOLUTIONS	AIRPORT
585	WOODS,CAROL	G4S SECURE SOLUTIONS	AIRPORT
586	WERTH,KARL	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH

587	GIULIETTI, MATTHEW	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
588	BRUCE-SHARP, MATTHEW	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
589	TWENTYMAN, DANIEL	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
590	WARMINGTON, KAYLA	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
591	KUSCH, CLINTON	G4S SECURE SOLUTIONS	AIRPORT/ HOSPITAL
592	ZACK, MOLLI	G4S SECURE SOLUTIONS	AIRPORT/ HOSPITAL
593	AMBEAULT, TYLER	G4S SECURE SOLUTIONS	AIRPORT/ HOSPITAL
594	PELOSO, MATT	G4S SECURE SOLUTIONS	AIRPORT/ HOSPITAL
595	SCHMIDT, DAVE	G4S SECURE SOLUTIONS	AIRPORT/ HOSPITAL
596	WAGNER, TODD	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
597	WALLS, BRIAN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
598	COULL, ROBIN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
599	BUMBACCO, CARL	C8 HOME INSTALLATIONS	321 JOHN ST.
600	STEVENS, JEANNE	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
601	HART, JASON	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
602	GREENWOOD, LESLIE	GREENWOODS HARDWARE	41 ALBERT ST W
603	LAMMING, DAVE	CITY OF SAULT STE MARIE TRANSIT SERVICE AREAS	

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-54

AGREEMENTS: (E2.3) A by-law to authorize the execution of an agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Rural Affairs for funding for the reconstruction and widening of Second Line from Pine Street to a point approximately 550 meters east.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement in the form of Schedule "A", attached hereto and made between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Rural Affairs for funding for the reconstruction and widening of Second Line from Pine Street to a point approximately 550 meters east.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 3rd day of March, 2014.

MAYOR – DEBBIE AMAROSO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

SMALL RURAL AND NORTHERN MUNICIPAL INFRASTRUCTURE FUND CAPITAL PROGRAM

TRANSFER PAYMENT AGREEMENT

THE AGREEMENT effective as of the _____

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Rural Affairs

("MRA")

- and -

The Corporation of the City of Sault Ste. Marie

(the "Recipient")

WHEREAS the Government of Ontario is investing in infrastructure;

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 Recipient has applied to MRA for funds to assist the Recipient in carrying out the Project and MRA wishes to provide such funds;

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 agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Interpretation.** For the purposes of interpretation of the Agreement:

- a) words in the singular include the plural and vice-versa;
- b) words in one gender include all genders;
- c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- e) "include", "includes" and "including" shall not denote an exhaustive list.

1.2. **Definitions.** In the Agreement and recitals the following terms shall have the following meanings:

"Aboriginal Groups" includes the Indian, Inuit and the Métis peoples of Canada or any other group that has legally been recognized as holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

"Agreement" means this agreement entered into between MRA and the Recipient and includes all of the schedules listed in section 26.1.

"BPSAA" means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives issued pursuant to that Act.

"Budget" means in succession, as applicable, the preliminary Estimated Budget, Estimated Budget Revision After Capital Award or the final budget of Total Net Eligible Costs as finally reconciled and certified by the Recipient in the Final Report and as agreed to by MRA.

"Business Day" means any working day, Monday to Friday inclusive, but excluding statutory and other holidays as well as any other day which the Ministry has elected to be closed for business.

"Construction Contract Award Date" means a date on or before March 15, 2015 when a capital construction contract(s) has been awarded by the Recipient and a council resolution, or equivalent, approving the award has been passed.

"Effective Date" means the date first set out at the top of the Agreement.

"End of Construction Date" means a date on or before December 31, 2015.

"End of Financial Assistance Dates" means the respective deadlines set out in Schedule "B".

"Estimated Budget" means the report as described as per Schedule "B".

"Estimated Budget Revision After Capital Award" means the budget set out in Schedule "C".

"Event of Default" has the meaning ascribed to it in section 14.1.

"Expiry Date" means December 31, 2016.

"Force Majeure" has the meaning ascribed to it in Article 24.

"Funds" means the money provided by MRA to the Recipient pursuant to the terms and conditions of the Agreement, and **"Funding"** and **"Financial Assistance"** each have a corresponding meaning.

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, Her Ministers, agents, appointees and employees.

"Maximum Financial Assistance" means the maximum aggregate principal amount of \$2,000,000.

"Milestone" means an event set out in Schedule "B".

"Notice" means a communication required to be given pursuant to the Agreement.

"**Parties**" means MRA and the Recipient.

"**Party**" means either MRA or the Recipient.

"**Percentage of Provincial Support**" means the percentage of the Total Net Eligible Costs MRA will reimburse for the Project as set out in Schedule "A".

"**Program**" means Ontario's Small Rural and Northern Municipal Infrastructure Fund – Capital Program.

"**Project**" means the undertaking described in Schedule "A".

"**Reports**" means the reports described in Schedule "C".

"**Total Net Eligible Costs**" means the costs more particularly described in Schedule "B".

"**Wind Down Costs**" means the Recipient's reasonable costs to wind down the Project.

ARTICLE 2. REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1. **General.** The Recipient represents, warrants and covenants that:

- a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; and
- c) any information the Recipient provided to MRA in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it, and shall continue to be true and complete for the term of the Agreement in every respect.

2.2. **Execution of Agreement.** The Recipient represents and warrants that:

- a) it has the full power and authority to enter into the Agreement; and
- b) It has taken all necessary actions to authorize the execution of the Agreement including, without limitation, the passage of a by-law or council resolution authorizing the Recipient to enter into the Agreement with MRA.

2.3. **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain, for the period during which the Agreement is in effect:

- a) procedures to ensure the ongoing effective functioning of the Recipient;
- b) decision-making mechanisms;
- c) procedures to provide for the prudent and effective management of the Funds;
- d) procedures to enable the successful completion of the Project;
- e) procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
- f) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and

- g) procedures to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4. **Supporting Documentation.** Upon request, the Recipient shall provide MRA with proof of the matters referred to in Article 2.

ARTICLE 3. TERM OF THE AGREEMENT

3.1. **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on the Expiry Date (the “Term”), unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

ARTICLE 4. FUNDS AND CARRYING OUT THE PROJECT

4.1. **Funds Provided.** MRA shall:

- a) provide Funds towards the Total Net Eligible Costs for the Project;
- b) provide the Funds to the Recipient at or about the corresponding Milestone set out in the Payment Schedule attached to the Agreement as Schedule “D”;
- c) deposit the Funds into an interest bearing account designated by the Recipient provided that the account:
 - i) is with a Canadian financial institution; and
 - ii) is in the name of the Recipient.

4.2. **Limitation on Payment of Funds.** Despite Section 4.1, MRA:

- a) is not obligated to provide Funds until it is satisfied with all of the information to be provided by the Recipient within the Reports in Schedule “C”;
- b) may withhold any Milestone payment set out in Schedule “D” if the Recipient fails to meet the corresponding Completion Date set out in Schedule “B.2” and, if a payment is withheld pursuant to this section, shall have no further obligation to make that Milestone payment to the Recipient thereafter;
- c) may, in the event that the Recipient's estimate in its Estimated Budget Revision After Capital Award Report is determined to be fifteen percent (15%) or more below its preliminary Estimated Budget, reduce the Maximum Financial Assistance on a pro rata basis and, upon demand, the Recipient shall return any overpayment accumulated to date;
- d) if MRA does not receive the necessary appropriation from the Ontario Legislature for any payment MRA may otherwise be obligated to make under the Agreement, MRA is not obligated to make the payment and MRA may, pursuant to Section 13.1, terminate the Agreement or may reduce the Maximum Financial Assistance or, in consultation with the Recipient, change the Project.

4.3. **Use of Funding and Project.** The Recipient shall:

- a) substantially complete the Project within the meaning of section 2 of the Construction Lien Act, R.S.O. 1990, c. C.30,
 - i) in accordance with the terms of the Agreement; and

- ii) in compliance with all federal and provincial laws, municipal by-laws and any other material orders, rules or directions related to any aspect of the Project;
 - b) use the Funds only for the purpose of carrying out and substantially completing the Project;
 - c) spend the Funds only on Eligible Costs as set out in and in accordance with part B.3 of Schedule "B";
 - d) not spend the Funds on Ineligible Costs as set out in part B.4 of Schedule "B"; and e) secure financing for the balance of the Project's costs that exceed the Financial Assistance provided by MRA.
- 4.4. **No Changes.** The Recipient shall:
- a) not make any changes to the Project, the Milestones, the Budget or and other term or condition of the Agreement without the prior written consent of MRA; and
 - b) abide by the terms and conditions MRA may require pursuant to any consent.
- 4.5. **Overpayment and Interest.** If at any time during the Term MRA determines that the Recipient received an overpayment, the Recipient will return the excess Funds received, together with interest upon the same at the then current interest rate charged by the Province of Ontario on accounts receivable, forthwith upon demand by MRA.
- 4.5. **Maximum Financial Assistance.** Notwithstanding any other provision within this Agreement, the Recipient accepts that the Funds payable to the Recipient shall not exceed the Maximum Financial Assistance or 90% of its Total Net Eligible Costs as certified in its Final Report, whichever amount is less.
- 4.7. **Rebates, Credits and Refunds.** The Recipient shall not use the Funds for any costs, including taxes, for which it has received, will receive, or is eligible to receive a rebate, credit or refund.
- 4.8. **Recipient Shall Notify Ontario If Project Is Not Being Implemented As Per Approved Scope.** The Recipient shall immediately notify Ontario if it does not intend to carry out the Project in whole or in part as specified in part A.1 of Schedule "A" of this Agreement or if it wishes to alter the scope. Upon reviewing such notice proposal, Ontario may, in its absolute and sole discretion, may agree to such a scope change and will replace the Project Description in Schedule "A".
- 4.9. **Recipient Shall Obtain Ontario's Written Consent to Change Project.** The Recipient shall not make any material changes to the Project without the prior written consent of Ontario.

ARTICLE 5. ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS

- 5.1. **Acquisition.** If the Recipient acquires supplies, equipment or services with the Funds, it shall do so through a transparent, competitive process that promotes the best value for the money.
- 5.2. **Notice.** The Recipient shall notify MRA in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the

disposition. The Recipient shall not dispose of any assets purchased, constructed, rehabilitated or improved by the Funds without the prior written consent of Ontario.

ARTICLE 6. CONFLICT OF INTEREST

- 6.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- a) the Recipient; or
 - b) any person who has the capacity to influence the Recipient's decisions;
- has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.
- 6.3 **Disclosure to MRA.** The Recipient shall:
- a) disclose to MRA without delay any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
 - b) comply with any terms and conditions that MRA may prescribe as a result of the disclosure.

ARTICLE 7. REPORTING, ACCOUNTING AND REVIEW

- 7.1 **Preparation and Submission.** The Recipient shall:
- a) submit to MRA at the address provided in Section 17.1, all Reports in accordance with the timelines and content requirements set out in Schedule "C", or in a form as specified by MRA from time to time;
 - b) submit to MRA at the address provided in Section 17.1, any other reports requested by MRA in accordance with timeline and content requirements specified by MRA;
 - c) ensure that all Reports and other reports are completed to the satisfaction of MRA; and
 - d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.
- 7.2 **Record Maintenance.** The Recipient shall keep and maintain:
- a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
 - b) all non-financial documents and records relating to the Funds or otherwise to the Project.
- 7.3 **Inspection.** MRA, its authorized representatives or an independent auditor identified by MRA may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds, and for these purposes MRA, its authorized representatives or an independent auditor identified by MRA, may:

- a) inspect and copy the records and documents referred to in Section 7.2; and
- b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or Project.

7.4 **Disclosure.** To assist in respect of the rights set out in Section 7.3, the Recipient shall disclose any information reasonably requested by MRA, its authorized representatives or an independent auditor identified by MRA, and shall do so in a form reasonably requested by MRA, its authorized representatives or an independent auditor identified by MRA, as the case may be.

7.5 **No Control Over Unrelated Information.** No provision of the Agreement shall be construed so as to give MRA any control whatsoever over the Recipient's documentation or information that is not related to the Project or to the expenditure of Funds.

7.6 **Auditor General.** For greater certainty, MRA's rights under this Article are in addition to any rights provided to the Auditor General pursuant to subsection 9 (1) of the *Auditor General Act* (Ontario).

ARTICLE 8. CREDIT

8.1 **Acknowledge Support.** Unless otherwise directed by MRA, the Recipient shall, in a form approved by MRA, acknowledge the support of MRA in any publication relating to the Project.

8.2 **Publication.** If the Recipient publishes any material of any kind, written or oral, relating to the Project, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect those of MRA.

ARTICLE 9. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

9.1 **FIPPA.** The Recipient acknowledges that MRA is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time, and that any information provided to MRA in connection with the Project or otherwise in connection with the Agreement is subject to disclosure in accordance with that Act.

ARTICLE 10. INDEMNITY

10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of MRA.

ARTICLE 11. INSURANCE

11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the

Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than five million dollars (\$5,000,000.00) per occurrence. The policy shall include the following:

- a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- b) a cross-liability clause;
- c) contractual liability coverage; and
- d) thirty (30) day written notice of cancellation, termination or material change.

11.2 ***Proof of Insurance only if Requested.*** If requested by MRA, the Recipient shall provide MRA with certificates of insurance, or such other proof as may be requested by MRA, that confirms the insurance coverage as provided for in Section 11.1. If requested by MRA, the Recipient shall also make available to MRA a copy of each insurance policy.

11.3 ***Ontario to Have Right of "First Call" On Any Proceeds of Insurance Policy.*** The Recipient accepts that the Indemnified Parties shall have a right of "first call" or priority over any other person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance policy required under Section 11.1 of this Agreement to pay any claim 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*, and for any and all liability for damages to property and injury to persons (including death)) that may be brought against Ontario as a result of this Agreement.

ARTICLE 12. TERMINATION ON NOTICE

12.1 ***Termination on Notice.*** MRA may terminate the Agreement at any time upon giving at least thirty (30) days' Notice to the Recipient.

12.2 ***Consequences of Termination.*** If MRA terminates the Agreement pursuant to Section 12.1, MRA may:

- a) cancel all further instalments of the Funds;
- b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- c) determine the Wind Down Costs;
- d) permit the Recipient to offset the Wind Down Costs against the amount the Recipient owes pursuant to Subsection 12.2(b); and
- e) subject to Section 4.6, provide funds to the Recipient to cover the Wind Down Costs.

ARTICLE 13. TERMINATION WHERE NO APPROPRIATION

13.1 ***Termination Where No Appropriation.*** If, as provided for in Section 4.2, MRA does not receive the necessary appropriation from the Ontario Legislature for any payment

MRA is obligated to make under the Agreement, MRA may terminate the Agreement immediately by giving Notice to the Recipient.

13.2 **Consequences of Termination.** If MRA terminates the Agreement pursuant to Section 13.1, MRA may:

- a) cancel all further instalments of the Funds;
- b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
- c) determine the Wind Down Costs; and
- d) permit the Recipient to offset such Wind Down Costs against the amount owing pursuant to Subsection 13.2(b).

13.3 **No Additional Funds.** For purposes of clarity, if the Wind Down Costs exceed the Funds remaining in the possession or under the control of the Recipient, MRA shall not provide additional Funds to the Recipient.

ARTICLE 14. EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

14.1 **Events of Default.** Each of the following events shall constitute an "Event of Default":

- a) in the opinion of MRA, the Recipient has knowingly provided false or misleading information regarding its request for funds or in any other communication with MRA;
- b) in the opinion of MRA the Recipient breaches any representation, warranty, covenant or material requirement of the Agreement, including failing to do any of the following in accordance with the terms of the Agreement:
 - i) carry out the Project;
 - ii) use or spend Funds; and/or
 - iii) provide Reports or such reports as may have been requested;
- c) the nature of the Recipient's operations, its corporate status or its organizational structure changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which MRA provides the Funds;
- d) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- e) the Recipient ceases to operate; and
- f) an event of Force Majeure continues for a period of sixty (60) days or more.

14.2 **Corrective Action.** If an Event of Default occurs MRA may, at any time, take one or more of the following actions:

- a) initiate any action MRA considers necessary in order to facilitate the successful continuation or completion of the Project;
- b) suspend the payment of Funds for such period as MRA determines appropriate;

- c) reduce the amount of the Funds;
- d) cancel all further payment of Funds;
- e) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- f) demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by MRA;
- g) demand the repayment of an amount equal to any Funds MRA provided to the Recipient; and/or
- h) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

14.3 **Opportunity to Remedy.** In addition to its rights provided for in Section 14.2, MRA may provide the Recipient an opportunity to remedy the Event of Default by providing Notice to the Recipient:

- a) of the particulars of the Event of Default; and
- b) of the period of time within which the Recipient is required to remedy the Event of Default.

14.4 **Recipient not Remediating.** If MRA has provided the Recipient with an opportunity to remedy the Event of Default pursuant to Section 14.3 and:

- a) the Recipient does not remedy the Event of Default within the time period specified in the Notice;
- b) it becomes apparent to MRA that the Recipient cannot completely remedy the Event of Default within the time specified in the Notice or such further period of time as MRA considers reasonable; or
- c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to MRA.

MRA may initiate any one or more of the actions provided for in Subsections 14.2 (a), (b), (c), (d), (e), (f), (g) and (h).

14.5 **Effective Date of Termination.** Termination under this Article shall take effect as set out in the Notice.

ARTICLE 15. FUNDS UPON EXPIRY

15.1 **Funds Upon Expiry.** Without limiting any rights of MRA under Article 14, the Recipient shall, upon expiry of the Agreement, return to MRA any Funds remaining in its possession or under its control and any interest accrued on these Funds pursuant to Section 4.1.

ARTICLE 16. REPAYMENT

16.1 **Debt Due.** If MRA demands the payment of any monies, including any Funds from the Recipient or if the Recipient owes any monies, including any Funds, to MRA, whether or not their return or repayment has been demanded by MRA, such monies shall be deemed to be a debt due and owing to MRA by the Recipient, and the Recipient shall pay or return the amount to MRA immediately unless MRA directs otherwise.

- 16.2 **Interest Rate.** MRA may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 16.3 **Cheque Payable To.** The Recipient shall pay any monies owing to MRA by cheque payable to the "Minister of Finance" and mailed to MRA at the address provided in Section 17.1.

ARTICLE 17. NOTICE

- 17.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by postage-prepaid mail, personal delivery or facsimile, and shall be addressed to, MRA and the Recipient respectively, as set out below:

To MRA:	To the Recipient:
Ministry of Agriculture and Food and Ministry of Rural Affairs 1 Stone Road West 4 th Floor NW Guelph, ON N1G 4Y2	The Corporation of the City of Sault Ste. Marie 99 Foster Drive Sault Ste. Marie, ON P6A 5N1
Attention: Martin Bohl	Attention: Donald Elliott
Email: martin.bohl@ontario.ca	Email: d.elliott@cityssm.on.ca
Fax: 519-826-3398	Fax:

- 17.2 **Notice Given.** Notice shall be deemed to have been received:
- in the case of postage-prepaid mail, five (5) Business Days after such Notice is mailed;
 - in the case of personal delivery, immediately upon delivery of the Notice;
 - in the case of a facsimile transmission, one (1) Business Day after the transmission; or
 - in the case of email, immediately upon delivery of the email.

ARTICLE 18. SEVERABILITY OF PROVISIONS

- 18.1 **Invalidity or Unenforceability of any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision, as determined by a court of competent jurisdiction, shall be severed.

ARTICLE 19. WAIVER

- 19.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

ARTICLE 20. INDEPENDENT PARTIES

- 20.1 ***Parties Independent.*** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of MRA and the Recipient shall not take any actions that could establish or imply such a relationship.

ARTICLE 21. ASSIGNMENT OF AGREEMENT OR FUNDS

- 21.1 ***No Assignment.*** The Recipient shall not assign any part of the Agreement or any Funds without the prior written consent of MRA which MRA may, in its sole discretion, provide or withhold.
- 21.2 ***Agreement to Extend.*** The rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 22. GOVERNING LAW

- 22.1 ***Agreement Governed By.*** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

ARTICLE 23. FURTHER ASSURANCES

- 23.1 ***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 the Agreement to its full extent.

ARTICLE 24. CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

- 24.1 ***Force Majeure Means.*** For the purposes of the Agreement, "Force Majeure" means an event that is:
- a) beyond the reasonable control of a Party; and
 - b) makes a Party's performance of its obligations under the Agreement impossible or so impracticable as reasonably to be considered impossible in the circumstances.
- 24.2 ***Force Majeure Includes.*** Force Majeure includes:
- a) infectious diseases, war, riots and civil disorder;
 - b) storm, flood, earthquake or other severely adverse weather conditions;
 - c) confiscation or other similar action by government agencies;
 - d) lawful act by a public authority; and
 - e) strikes, lockouts and other labour actions,
- if such events meet the test set out in Section 24.1.

24.3 **Force Majeure Shall Not Include.** Force Majeure shall not include:

- a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; and
- a) any event that a diligent Party could reasonably have been expected to:
 - i) take into account at the time of the execution of the Agreement; and
 - ii) avoid or overcome in the carrying out of its obligations under the Agreement.

24.4 **Failure to Fulfil Obligations.** Subject to Subsection 14.1(f), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

ARTICLE 25. SURVIVAL

25.1 **Survival.** The provisions in Article 1; Sections 4.6, 7.1 (to the extent that the Recipient has not provided the subject Reports/reports), 7.2, 7.3, 7.4, 7.5, and 7.6; Articles 8 and 10; Sections 12.2, 13.2, 13.3, and 14.1; Subsections 14.2(c), (d), (e), (f) and (g); Section 14.4; Articles 15, 16, 17, 18, 22, 26, 27, 29 and 30; and all applicable definitions, cross-referenced provisions and Schedules shall continue in full force and effect for a period of seven (7) years from the Expiry Date or the date of termination of the Agreement.

ARTICLE 26. SCHEDULES

26.1 **Schedules.** The Agreement includes the following schedules:

- a) Schedule "A" - Project;
- b) Schedule "B" - Estimated Budget, Project Milestones, Eligible Costs & Ineligible Costs;
- c) Schedule "C" - Reports;
- d) Schedule "D" - Payment Schedule; and
- e) Schedule "E" - Consultation Requirements.

ARTICLE 27. ENTIRE AGREEMENT

27.1 **Entire Agreement.** The Agreement constitutes the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

27.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

ARTICLE 28. COUNTERPARTS

- 28.1 **Counterparts.** The 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.

ARTICLE 29. JOINT AND SEVERAL LIABILITY

- 29.1 **Joint and Several Liability.** Where there is more than one Recipient under the Agreement, each shall be jointly and severally liable to MRA for the fulfillment of the Recipient's obligations under the Agreement.

ARTICLE 30. RIGHTS AND REMEDIES CUMULATIVE

- 30.1 **Rights and Remedies Cumulative.** The rights and remedies of MRA under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

ARTICLE 31. BPSAA

- 31.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

ARTICLE 32. FAILURE TO COMPLY WITH OTHER AGREEMENTS

- 32.1 **Other Agreements.** If the Recipient has failed to comply with any material term, condition or obligation under any other agreement with Her Majesty the Queen in Right of Ontario or a Crown agency, MRA may suspend the payment of any amount of Funds for such period as MRA determines appropriate.

ARTICLE 33. CONSENT

- 33.1 **Consent.** MRA may impose any terms and conditions upon any consent MRA may grant pursuant to the Agreement.

The Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as

represented by the Minister of Rural Affairs

Name: Martin Bohl

Signature: _____

Title: Director

Date: _____

The Corporation of the City of Sault Ste. Marie

Name: _____

Signature: _____

Title: _____

Date: _____

**AFFIX CORPORATE
SEAL**

Name: _____

Signature: _____

Title: _____

Date: _____

I/We have authority to bind the Recipient.

SCHEDULE "A"

PROJECT

A.1 - Project Scope:

The Second Line corridor is the main east-west artery in the City of Sault Ste. Marie from Black Road to the west City limit, and between Black Road and Great Northern Road it is the Trans Canada Highway. The immediate limits of this project include the Strathclair outdoor sports complex, and it will serve a new High School currently under construction. The Project is related to widening the road from two to five lanes, and the first phase is complete. This application covers the second phase of the three phases widening, including pedestrian facilities.

End of Financial Assistance:

1. Execution of the Agreement – by **March 15, 2014**. The Recipient will provide the fully signed agreement to the ministry on or before this date with a corresponding Council resolution authorizing the Recipient to enter in to the agreement.
2. Construction Contract Award Report – by **August 30, 2014**
3. End of Construction Date – by **December 31, 2015**
4. Final Report by **March 15, 2016**.

Percentage of Provincial Support

The Percentage of Provincial Support is fixed at 90% for the Term of the Agreement.

SCHEDULE "B"

ESTIMATED BUDGET

B.1

Project's Estimated Total Net Eligible Costs: \$3,717,700.00

Maximum Financial Assistance: \$2,000,000

"Total Net Eligible Costs" means all direct costs that are, in MRA's sole and absolute discretion, properly and reasonably incurred no earlier than October 4, 2013 and prior to the End of Construction Date by the Recipient under a contract for goods or services necessary for the implementation of the Project, as more particularly described in part B.3 – Eligible Costs of this Schedule "B", less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

B.2 Project Milestones

Project Milestone	Recipient Expected Completion Date
Agreement Execution	March 15, 2014
Construction Contract Award Report	August 30, 2014
Final Report	March 25, 2016

B.3 – Eligible Costs:

Subject to part B.4 below, **"Eligible Costs"** include:

- (a) The capital costs of constructing, rehabilitating or improving, in whole or in part, a tangible capital asset;
- (b) The costs of joint communication activities (press releases, press conferences, translation, etc.);
- (c) All planning costs, including plans and specifications, and assessment costs including the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (d) Third party project management costs, including architectural, supervisory, testing and consulting services;
- (e) The costs of engineering and environmental reviews, including environmental assessments and follow-up programs as defined in the *Environmental Assessment Act* (Ontario) and the costs of remedial activities, mitigation measures and follow-up identified in any environmental assessment;
- (f) The costs of health and safety signage relevant to the project;
- (g) The costs of building and other permits (non-Recipient issued);
- (h) The incremental costs of consulting with Aboriginal Groups on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Groups as per Schedule "E";
- (i) If MRA exercises its rights under Article 7 of the Agreement, the audit and evaluation costs incurred by the Recipient in response to the application of those rights;

- (j) Harmonized Sales Tax for which the Recipient will not receive or is ineligible for a rebate; and
- (k) Other costs that, in the sole opinion of MRA, are necessary for the successful implementation of the Project provided that they have been approved in writing prior to being incurred.

B.4 – Ineligible Costs:

The following costs are “**Ineligible Costs**”:

- (a) Costs incurred prior to October 4, 2013
- (b) Costs incurred after the End of Construction Date;
- (c) Costs of land acquisition, leasing land, buildings, equipment and other facilities, real estate fees including any surveys and related costs;
- (d) Financing charges, legal fees (except for DTC related legal fees as considered reasonable by MRA) and loan interest payments;
- (e) The value of any goods and services which are received through donations or in kind;
- (f) Recipient employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically costs relating to services delivered directly by permanent employees of the Recipient;
- (g) Meal, hospitality or incidental expenses; and
- (h) Harmonized Sales Tax for which the Recipient received, will receive or is eligible for a rebate, if any, and any other costs similarly subject to a rebate.

Note: Travel and accommodation expenses of consultants may be reimbursed if these costs meet provincial guidelines.

SCHEDULE "C"

REPORTS

The following Reports are to be provided in full in the corresponding form provided hereafter and with such content as is satisfactory to MRA:

	Name of Reports and Details Required	Due Date
1.	Construction Contract Award Report – a report from council including a resolution or other municipal document recognizing the awarding of the Project tender(s)	Within 15 business days of a council resolution or by August 30, 2014 , whichever is earlier
2.	Estimated Budget Revision After Capital Award Report must be based on competitive tenders awarded to complete the project- format provided as part of Schedule "C"	Within 15 business days of a council resolution or by August 30, 2014 , whichever is earlier
3.	Progress Report - format provided as part of Schedule "C"	Every September 15 th and January 31 st after the Construction Contract Award Report is submitted to MRA for the term of the Agreement until the 60 days after the End of Construction Date .
4.	Final Report - including statement of incurred eligible expenses validated by invoices and/or payment certificates - format provided as part of Schedule "C"	Within 60 days of the End of Construction Date and or no later than March 15, 2016.
5.	Other Reports or information as may be directed by MRA from time to time, if any	On or before a date directed by MRA.

SCHEDULE "C" continued

ESTIMATED BUDGET REVISION AFTER CAPITAL AWARD

This report will contain a revised budget for the entire Project based on Total Net Eligible Expenses after the construction has been tendered.

REVISED TOTAL PROJECT COSTS

	ESTIMATED BUDGET (From Application)	REVISED BUDGET	VARIANCE
A. Engineering/Design Costs	\$	\$	\$
B. Environmental Assessment/Permit Costs	\$	\$	\$
C. Project Management	\$	\$	\$
D. Construction	\$	\$	\$
E. Other (specify)	\$	\$	\$
Total	\$	\$	\$
Less Any Actual or Potential Tax Rebates	\$	\$	\$
REVISED TOTAL NET ELIGIBLE COSTS	\$	\$	\$

*Note: In cases where revised costs are greater than 15% than the original budget, please provide an explanation

PROJECT CERTIFICATION

As the payment certifier or chief financial officer for **The Corporation of the City of Sault Ste. Marie**, I hereby certify that the revised Project Budget figures set out above are true to the best of my knowledge, information and belief and are based upon actual awards of at least 70% of the Project costs.

Signature:	
Name:	
Title:	
Phone Number:	
Date:	



SCHEDULE "C" continued

PROGRESS REPORT

Name of Recipient _____

Name of Project _____

Project

Number _____

Milestone Dates:

1. Construction
Percentage
Completed

3. Actual Start
Date of
Construction

5. Is the project
being completed
as approved?
(Y/N)

If no, please
explain below

2. Date of
Construction
Tender Awarded

4. Forecasted
Date of
Construction
End

6. Will the project
be completed by
Dec. 31, 2015
(Y/N)

If no, please
explain below

Funds (Net Eligible Costs used to date):

Estimated remaining Net Eligible Costs to incur:

Progress to date and Communications

(e.g. Milestones achieved and if the project is being completed as noted in the Agreement, include project management and design if applicable, issues affecting the project and mitigation strategies, etc.,)

Communications events, communications to community regarding the project, communications received (oral or written) from any Aboriginal groups, please include dates, where applicable or available

Variance from original approved project (if any)

If answer is NO in Question 5 or 6 above, please explain the changes here.

Attestation:

I, (name of person who can bind the municipality), confirm that my municipality/Local Services Board is in compliance with the terms and conditions found in this Agreement for this project (Project Name and Project number).

Name: _____

Title: _____

Date: _____

Due January 31, and September 15 after awarding of Construction Tender



SCHEDULE "C" continued

FINAL REPORT

Attach Payment certificate(s) and other third party invoices incurred for the Project. Where applicable, indicate any portion of the costs on such invoices which are Ineligible Costs as per section B.4 of Schedule "B".

Part 1 – Project Information

Recipient		Construction Start Date	
Project Name		Construction Completion Date	
Project File			

Part 2 - Final Report Information (information is based on incurred costs and back up is provided by submission of invoices)

Engineering/Design	\$
Environmental Assessment / Permits (If Applicable)	\$
Project Management	\$
Construction	\$
Miscellaneous	\$
H.S.T.	\$
GROSS ELIGIBLE COST	\$
Less HST Rebate/Other rebate(s)	\$
TOTAL NET ELIGIBLE COSTS (incurred)	\$

Part 3 - Project Description

Is the following description of your Project as completed accurate?

Insert description from most recent agreement/amendment

☐ Yes ☐ No If No, please provide details on any variances below

Project Variances (if applicable)

In reading the description provided above, has your Project experienced any variances either in project scope, budget or schedule? Please identify any other information with respect to the Project that may have changed or may have been altered.

SCHEDULE "C" continued

Part 4 - Project Benefits

Provide a detailed description of the benefits arising from the project.

Part 5 - Aboriginal Duty to Consult

Please provide particulars as to how the requirements have been met under Schedule "E" of the Agreement.

Please indicate:

Declaration required for all Projects:

Confirmation provided to the Province of Ontario indicating that there has been no communication from any Aboriginal Groups and that there were no items of cultural significance to aboriginal groups discovered with respect to this project. Yes ☐
No ☐

Declaration required by Projects with additional Duty to Consult requirements as identified by Ontario

Notice about this project, as well as a full project description, was provided to identified Aboriginal communities making them aware of the opportunity to express comments and concerns with respect to the following: Yes ☐
No ☐

- the project;
- adverse impacts on hunting, trapping, fishing and plant harvesting; and
- any burial grounds or archaeological sites of cultural significance.

A copy of this correspondence to identified Aboriginal communities was provided to the Province of Ontario. Yes ☐
No ☐

The Province of Ontario was made aware of any issue(s) identified by any Aboriginal communities. Yes ☐
No ☐

A copy of any correspondence/information between the recipient and any Aboriginal communities was forwarded to the Province of Ontario. Yes ☐
No ☐

Part 6 - Project Certification

As the payment certifier or chief financial officer for The Corporation of the City of Sault Ste. Marie, I hereby certify that the above Project has been substantially performed, that all information provided herein is accurate and true, and that no funds have claimed that are ineligible as per Schedule "B" and all Requirements of Law as defined in the Agreement have been met.

Signature:	
Name:	
Title:	
Phone Number:	
Date:	

SCHEDULE "D"

PAYMENT SCHEDULE

PAYMENT DATE	AMOUNT	REQUIRED DOCUMENTATION
Subject to subsection 4.2, when:	-	-
Milestone 1: Execution of the Agreement by both Parties.	An amount up to 55% of the Maximum Financial Assistance	An executed Agreement and a Council resolution or by-law authorizing the Recipient's entry into the Agreement
Milestone 2: Upon receipt and acceptance by MRA of required reports and in any case no later than March 15, 2015.	provided it is not a negative figure, the lesser of an amount up to 85% of (i) the Maximum Financial Assistance, less the amount paid upon execution of the Agreement by both Parties at Milestone 1; or (i) an amount calculated by multiplying 90% of the Recipient's Revised Total Net Eligible Costs, less the amount paid upon execution of the Agreement by both Parties at Milestone 1.	Construction Contract Award Report Estimated Budget Revision After Capital Award Report

Milestone 3: Upon receipt and acceptance by MRA of the Final Report and no later than March 15, 2016.	Using the same method of calculation as in Milestone 2, (i) the balance of the Funds, if any, to the limit of the Maximum Financial Assistance or (ii) the balance, if any, of the Funds calculated by multiplying 90% against the Recipient's Total Net Eligible Costs as certified in the Final Report, whichever aggregate amount is smaller.	Final Report
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SCHEDULE "E"

CONSULTATION REQUIREMENTS

1.0 PURPOSE

This Schedule sets out the responsibilities of MRA and the Recipient in relation to consultations with Aboriginal Groups about the Project, and delegates procedural aspects of consultations from MRA to the Recipient.

1.1 Definitions:

For the purposes of this Schedule:

"Section 35 Duty" means any duty Ontario may have to consult and, where appropriate, accommodate an Aboriginal Group in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

2.0 RESPONSIBILITIES OF MRA

2.1 MRA is responsible for:

- a) Determining which (if any) Aboriginal Group should be consulted in relation to the Project and advising the Recipient of the same;
- b) The preliminary and ongoing assessment of the depth of consultation required with any Aboriginal Group;
- c) At its discretion, delegating procedural aspects of consultation to the Recipient pursuant to this Schedule "E" of the Agreement;
- d) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule "E" of the Agreement; and
- e) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of any Aboriginal Group require accommodation, that that Aboriginal Group is appropriately accommodated in relation to the Project.

3.0 RESPONSIBILITIES OF THE RECIPIENT

3.1 The Recipient is responsible for:

- a) Giving notice to any Aboriginal Group regarding the Project as directed by MRA, if such notice has not already been given by the Recipient or Ontario;
- b) Immediately notifying MRA of contact by any Aboriginal Group regarding the Project and advising of the details of the same;
- c) Informing any Aboriginal Group interested about the Project and providing to those Aboriginal Groups a full description of the Project unless such description has been previously provided to them;

SCHEDULE "E" continued

- d) Following up with any Aboriginal Group that has an issue, concern with or interest in the Project in an appropriate manner to ensure that the Aboriginal Group is aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Group, and immediately advising MRA of the details of the same;
- e) Informing the Aboriginal Group of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- f) Maintaining the Aboriginal Group on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Group all notices and communications that the Recipient provides to interested parties and any notice of completion;
- g) Making all reasonable efforts to build a positive relationship with any Aboriginal Group that has an interest in the Project;
- h) Providing Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project (if requested);
- i) If appropriate, providing reasonable financial assistance to an Aboriginal Group to permit effective participation in consultation processes for the Project, but only after consulting with Ontario;
- j) Considering comments provided by any Aboriginal Groups with an interest in the Project regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- k) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from Aboriginal Groups, notifying MRA of the nature of the questions or comments received and maintaining a chart showing the issues raised by any Aboriginal Group and any responses the Recipient has provided;
- l) Where an Aboriginal Group asks questions regarding the Project directly of Ontario, providing MRA with the information reasonably necessary to answer the inquiry, upon MRA's request;
- m) Subject to subsection 3.1 (n), where appropriate, discussing with an Aboriginal Group potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to MRA any comments or questions from the Aboriginal Group that relate to potential accommodation or mitigation of potential impacts;
- n) Consulting regularly with MRA during all discussions with any Aboriginal Group regarding accommodation measures, if applicable, and presenting to MRA for the

SCHEDULE "E" continued

purposes of subsection 2.1 (e) hereof, the results of such discussions prior to implementing any applicable accommodation measures;

- o) Complying with MRA's direction to take any actions, including without limitation, suspension of the Project, as MRA may require; and
- p) Providing in any contracts with third parties for the Recipient's right and ability to respond to direction from MRA as Ontario may provide in accordance with subsection 3.1 (o).

3.2 The Recipient hereby acknowledges, MRA or any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

3.3 The Recipient will carry out the following functions in relation to record keeping, information sharing and reporting to MRA:

- a) Provide to MRA, upon request, complete and accurate copies of all documents provided to any Aboriginal Group in relation to the Project;
- b) Keep reasonable business records of all its activities in relation to consultation and provide MRA with complete and accurate copies of such records upon request;
- c) Provide MRA with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- d) Immediately notify MRA of any contact by any Aboriginal Group regarding the Project and provide copies to MRA of any documentation received from Aboriginal Groups;
- e) Immediately notify MRA of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- f) Immediately notify MRA if any Aboriginal archaeological resources are discovered in the course of the Project;
- g) Provide MRA with summary reports or briefings on all of its activities in relation to consultation with any Aboriginal Group, as may be requested by MRA;
- h) If applicable, advise MRA if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights (e.g. an impact-benefit agreement or other such similar agreement); and
- i) If applicable, and if requested, provide MRA with a copy of the non-financial information of any agreement the Recipient and an Aboriginal Group enter into that is directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights (e.g. an impact-benefit agreement or other such similar agreement).

3.4 The Recipient shall, upon request, lend assistance to MRA by filing records and other appropriate evidence of the activities undertaken both by MRA and by the Recipient in consulting with any Aboriginal Group in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by Ontario and by the Recipient, to the relevant regulatory or judicial decision-makers.

SCHEDULE "E" continued

4.0 NO IMPLICIT ACKNOWLEDGEMENT

- 4.1 Nothing in this Schedule "E" shall be construed as an admission, acknowledgment, agreement or concession by Ontario or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in section 3.1 of this Schedule "E" hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

5.0 GENERAL

- 5.1 This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of Ontario is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, Ontario, and provincial ministries, boards, agencies and other regulatory decision-makers.

6.0 NOTICE AND CONTACT

- 6.1 ***Recipient Shall Not Start Construction on Project Until Recipient Provides Evidence to Ontario that Notice of Project Has Been Given to Aboriginal Groups.*** The Recipient shall not itself commence or allow any third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other time as MRA may direct, after it has provided MRA with written evidence that the Recipient has sent notice of the Project to the Aboriginal Groups identified in accordance with Schedule "E" of this Agreement.
- 6.2 All notices to MRA pertaining to this Schedule "E" shall be in writing and shall be given by facsimile or other means of electronic transmission or by hand or courier delivery. Any notice to MRA shall be addressed as follows:

Ministry of Rural Affairs
1 Stone Road West, 4 NW
Guelph, Ontario
N1G 4Y2

Attention: Martin Bohl
Telephone: 519-826-3419
Fax: 519-826-3398
Email: martin.bohl@ontario.ca