REGULAR MEETING OF CITY COUNCIL
REVISED AGENDA

Monday, August 11, 2014
4:30 p.m.
Council Chambers

Pages

1. ADOPTION OF MINUTES 16 - 34

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

Resolved that the Minutes of the Regular Council Meeting of 2014 07 14 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 T. Sheehan
Seconder : Councillor F. Fata

Resolved that the Agenda for 2014 08 11 City Council Meeting as presented be approved.

5. PROCLAMATIONS/DELEGATIONS

5.1 Ovarian Cancer Month

Gayle Manley, President, Zonta Club of Sault Ste. Marie Area

5.2 Sault Pridefest

Teddy Syrette

5.3 Veteran's Commemorative Memorial

Clyde Healey will be in attendance regarding agenda item 6.1.2

Powered By: eSCRIBE MEETINGS, EVOLVED

5.4 PUC Water Quality Survey

Dominic Parrella, PUC Services Inc. and Michael Howell, Ipsos Reid will be in attendance regarding agenda item 7.8.1

5.5 EDC 2013 Annual Report

Tom Dodds will be in attendance regarding agenda item 7.8.2

5.6 Departmental Budget Presentation 35 - 44

Finance Department

Engineering and Planning Department

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

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

Resolved that all the items listed under date 2014 08 11 – Part One – Consent Agenda be approved as recommended.

6.1 Correspondence 45 - 48

FedNor News Release

6.1.1 Ministry of Municipal Affairs and Housing 49 - 49

Response to request for funding under the Ontario Disaster Relief Assistance Program

6.1.2 Veteran's Commemorative Memorial 50 - 53

Correspondence concerning this item is attached for the consideration of Council. Drawings are provided under separate cover.

Mover : Councillor S. Butland
Seconder : Councillor B. Watkins

Resolved that Council approve in principle the concept of a Veteran's Commemorative Memorial to be erected adjacent to the city's waterfront and that appropriate staff be involved in the planning, mechanics, site preparation and that Council assist and support any applications for funding to finance this noteworthy project.

6.1.2.1 Amended Resolution *54 - 55*

Mover : Councillor S. Butland
Seconder : Councillor B. Watkins

Notwithstanding the City's current policy which delegates authority to the

Community Services Department and the Parks and Recreation Advisory Committee to process requests for the placement of articles on the waterfront walkway; resolved that Council approve in principle the concept of a Veterans Commemorative Memorial to be erected adjacent to the city's waterfront and that appropriate staff be involved in the planning, mechanics, site preparation and that Council assist and support any applications for funding to finance this noteworthy project.

6.2 Street Closing – Case's Music Block Party 56 - 60

A letter of request for a temporary street closing in conjunction with "Case's Music Block Party" is attached for the consideration of Council.

- Queen Street East from East Street to Brock Street – August 23, 2014 from 11:00 a.m. to 8:00 p.m.

The relevant By-law 2014-179 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.3 Staff Travel 61 - 61

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

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

Resolved that the report of the Chief Administrative Officer dated 2014 08 11 concerning Staff Travel be approved as requested.

6.4 Tender for South Exit Canopies – Northern Community Centre (2014CD03T) 62 - 65

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

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

Resolved that the report of the Manager of Purchasing dated 2014 08 11 be received and the recommendation that the tender for the supply and erection of the South Exit Canopies at the Northern Community Centre be awarded to George Stone & Sons Ltd. at their low tendered price, meeting specifications, of $136,375.00 plus HST be approved; and further that the City’s Consultant, EPOH Consultant’s Inc., be authorized to provide a Letter of Intent formally authorizing George Stone & Sons Ltd. to proceed with this project. A By-law authorizing signature of a formal contract for the project will appear on a future Council Agenda.

6.5 Tender for Two (2) Community Buses 66 - 68

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

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

Resolved that the report of the Manager of Purchasing dated 2014 08 11 be received and that the tender for the supply and delivery of two (2) community buses be awarded to Overland Custom Coach (2007) Inc., at their low tendered price, meeting specifications, of $254,784.00 plus HST ($248,300.00 base tender plus $6,484.00 for options – front roll signs and back-up cameras) be approved.

6.6 Power of Attorney for U.S. Customs Clearance 69 - 70

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

The relevant By-law 2014-172 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.7 Bell Mobility Cellular Service Contract 71 - 72

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

The relevant By-law 2014-173 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.8 Property Tax Appeals 73 - 75

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

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

Resolved that the report of the City Tax Collector dated 2014 08 11 concerning Property Tax Appeals be received and the recommendation that the tax records be amended pursuant to Section 357 of the Municipal Act be approved.

6.9 Provincial 2014 Budget: Implications to the City 76 - 78

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

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

Resolved that the report of the Manager of Finance and Budgets, dated 2014 08 11 concerning the 2014 Provincial Budget implications to the City be received as information.

6.10 2014 Six Month Financial Report 79 - 101

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

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

Resolved that the report of the Manager of Finance and Budgets dated 2014 08 11 concerning the Six Month Financial Report be received as information.

6.11 2014 Municipal Election – Advance Voting 102 - 103

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

The relevant By-law 2014-175 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.12 2013 Essar Centre Annual Report 104 - 117

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

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

Resolved that the report of the Commissioner of Community Services dated 2014 08 11 concerning the Essar Centre 2013 Annual Report be received as information.

6.13 Essar Centre – Review of Profitability 118 - 121

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

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

Resolved that the report of the Commissioner of Community Services dated 2014 08 11 concerning the profitability of the Essar Centre be received as information.

6.14 McNabb Street / MacDonald Avenue Flooding Investigations – EAs 122 - 123

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

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

Resolved that the report of the Director of Engineering Services dated 2014 08 11 concerning the McNabb Street and MacDonald Avenue EA's be received, and that the recommendation that an additional estimated engineering fee of $60,000 from the Urban Only Capital Works Funding account be approved.

6.15 2015 Consulting Engineering Assignments 124 - 125

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

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

Resolved that the report of the Design and Construction Engineer dated 2014 08 11 concerning the 2015 capital construction consultant selection be received, and that Council authorize entering into agreements for engineering services with these

consulting engineering firms. Individual engineering agreements with an estimate of engineering fees will be brought to Council for approval at a later date.

6.16 Environment Canada Funding Agreement – Inflow and Infiltration Study 126 - 150

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

The relevant By-law 2014-174 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.17 Pim Street Pump Station Sluice Gate Replacement 151 - 153

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

The relevant By-law 2014-176 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.18 Deeming By-law Request Bayview Subdivision – Lots 13 to 16, Plan 2872 and Parts 3 and 4, Plan 1R4870 (Soo Environmental Services Inc.) 154 - 156

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

The relevant By-law 2014-163 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.18.1 Additional correspondence *157 - 157*

6.19 Coroner's Inquest 158 - 163

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

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

Resolved that the report of the Solicitor/Prosecutor dated 2014 08 11 concerning Coroner's Inquest be received as information.

6.20 Deeming By-law Request for Lots 386-389 Plan 58 Hamilton Subdivision 164 - 166

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

The relevant By-law 2014-164 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.21 Purchase Landfill GPS Mapping Equipment 167 - 168

A report of the Manager of Landfill and Refuse is attached for the consideration of Council.

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

Resolved that the report of the Manager of Landfill and Refuse dated 2014 08 11 concerning the Purchase of Landfill GPS Mapping Equipment be received and that Council approves spending $130,000 from the Waste Disposal Site Reserve; and further that Council approves Public Works and Transportation to work with Purchasing and AECOM Consulting to obtain and evaluate submissions from potential suppliers of this technology.

6.22 Simon Avenue – Glen Avenue Yield Sign

169 - 170

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

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

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2014 07 14 concerning the yield control at Simon Avenue and Glen Avenue be accepted as information.

6.23 Power Dam Special Payment Program

The following resolution has been provided by the Municipality of Wawa.

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

WHEREAS in December 2000, the Province of Ontario passed the *Continued Protection for Property Taxpayers Act*, (Bill 140);

WHEREAS the *Continued Protection for Property Taxpayers Act,* among other matters exempted certain hydro-electric stations and poles and wires from municipal taxation as of January 1, 2001;

WHEREAS the *Continued Protection for Property Taxpayers Act* removed the right and authority of affected municipalities across the Province to levy property tax notices to hydro-electric stations, poles and wires, representing significant taxable property assessment;

WHEREAS the Province of Ontario replaced the above noted rights and authority to tax hydro-electric stations, poles and wires with a compensatory payment, known as the Power *Dam Special Payment Program*, equivalent to the taxes levied on the subject structures in 2000;

WHEREAS the amount of payments under the P*ower Dam Special Payment Program* were adjusted for the Consumer Price Index in some but not all years, an adjustment which did not keep pace with either changes in municipal taxation rates or costs;

WHEREAS the above noted changes resulted in an unfair shift in taxation to the remaining property assessment base, more specifically to residents and businesses alike;

WHEREAS upon exempting from municipal property taxation, hydro-electric stations, poles and wires that had been subject such taxation, the Province of Ontario amended the *Electricity Act, 1998* requiring the owners of the subject

structures to then pay to the Province of Ontario a Gross Revenue Charge (GRC) of three components:

- A property tax component payable to the Minister of Finance
- A property tax component payable to the Ontario Electricity Financial Corporation
- A water rental component payable to the Minister of Finance

WHEREAS in July 2014, the Province of Ontario introduced Bill 14, *Building Opportunity and Securing Our Future Act (Budget Measures*) which phases down or decreases the *Power Dam Special Payment Program* for hydro-electric stations, poles and wires by 23,53% by 2017, starting in 2015

WHEREAS the reduction in the *Power Dam Special Payment Program* will result in a reduction of annual revenues for affected municipalities by 2017;

WHEREAS District Social Services Administration Boards (DSSABs) that use the proceeds of the *Power Dam Special Payment Program* as part of their funding formula will also be directly affected, thereby affecting municipalities who do not participate in the *Power Dam Special Payment Program;*

WHEREAS many municipalities are already struggling as a result of accelerated cuts to the Ontario Municipal Partnership Fund (OMPF), the unknown aspects of a new OPP Billing Model, the elimination of the Connecting Link Program and other cuts;

WHEREAS as a result of reductions in the *Power Dam Special Payment Program*, affected municipalities may not be able to meet their fiduciary obligations;

WHEREAS the reduction in the *Power Dam Special Payment Program* is punitive in nature;

WHEREAS the *Power Dam Special Payment Program* is very small when compared to the multi-billion dollar annual budget of the Province of Ontario yet the impact of the decreased funding is devastating for affected municipalities;

WHEREAS affected municipalities will have to increase property tax rates to the remaining property assessment base (assessment in some cases which is decreasing) to compensate for the loss of revenue or be forced to significantly compromise municipal services;

THEREFORE BE IT RESOLVED that the City of Sault Ste. Marie request that the Government of the Province of Ontario reverse the decision to decrease funding to the *Power Dam Special Payment Program*;

FURTHER that the Province of Ontario also be requested to annually increase the amount of funding by the amount of any change in the Consumer Price Index (CPI) to compensate for the increase in municipal costs;

FURTHER that a copy of this resolution be sent to the Premier of the Province of Ontario, the Minister of Finance, the Minister of Municipal Affairs, the Minister of Northern Development and Mines, the Minister of Natural Resources, local MPP, the local DSSAB FONOM, NOMA and AMO.

6.24 Council Travel

Mover : Councillor F. Fata
Seconder : Councillor M. Bruni

Resolved that Councillor T. Sheehan be authorized to travel to the 2014 AMO Annual Conference being held in London (3 days in August) at an estimated cost to the City of $1,500.

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

7.6.1 576 Brule Road – A-24-12-Z.OP 171 - 191

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

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

Resolved that the report of the Planning Division, dated 2014 08 11 concerning Application A-24-12-Z.OP – 576 Brule Road be received and that Council approve the application, subject to the following Conditions:

1. That Official Plan Amendment No. 206 be approved, permitting, by way of a notwithstanding clause, the severance of the lot to create four (4) additional rural residential lots, plus the remnant lot;
2. That the subject property be rezoned from “RA”, (Rural Area zone), to “R1”, (Estate Residential zone);
3. That the above recommendations be subject to the retained and severed lots being developed on full municipal services,
4. That the development of the retained and severed lots proceeds by way of a Lot Development Agreement with the City.

and that the Legal Department be requested to prepare the necessary by-laws to this effect.

7.6.1.1 Additional correspondence *192 - 192*

7.6.2 843 Great Northern Road – A-15-14-Z 193 - 208

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

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

Resolved that the report of the Planner, dated 2014 08 11 concerning Application A-15-14-Z be received and that Council approve the application in principle, subject to the approval of an Official Plan Amendment, which will be re-circulated and brought forward to Council's September 8, 2014 Agenda.

The following approval in principle recommended:

That the subject property be rezoned from "HZ.S-304", (Highway Commercial Zone, with Special Exception 304) to "HZ.S-304", amending Special Exception 304 to include auto body repair as an additional permitted use, subject to the following conditions:

1. That all storage in association with the auto body repair establishment be visually screened from the roadway.
2. That the westernmost 26 parking stalls in association with an auto body repair establishment use only need not be paved.

and that the Legal Department be requested to prepare the necessary by-laws to this effect.

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

7.8.1 PUC Water Quality Survey 209 - 250

The report of the President and C.E.O. - PUC Services Inc. is attached for the information of Council.

7.8.2 Sault Ste. Marie Economic Development Corporation 251 - 278

The 2013 Annual Report is provided under separate cover for the information of Council.

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

Resolved that the 2013 EDC Annual Report be received as information.

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

8.1 Extension of Absence – Councillor F. Manzo

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

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 November 30, 2014.

8.2 Simon Avenue and Glen Avenue Intersection

Mover : Councillor S. Butland
Seconder : Councillor P. Christian

Whereas there is currently a yield sign at the Simon Avenue and Glen Avenue intersection; and

Whereas vehicular traffic at Simon Avenue and Glen Avenue has increased over the last several years as a result of new home construction in the area; and

Whereas local residents have witnessed many near-misses at this intersection as cars are not slowing down for the yield sign; and

Whereas an accident has been reported at this intersection; and

Whereas residents in the area continue to express concern for the safety of drivers and young pedestrians in the area;

Now Therefore Be It Resolved that City Council requests the yield sign at the Simon Avenue and Glen Avenue intersection be replaced by a stop sign.

8.3 Emerald Ash Trees on Queen Street 279 - 282

Mover : Councillor S. Butland
Seconder : Councillor P. Christian

Resolved that Council endorse an immediate treatment of the Queen Street and Bellevue Park Ash Trees at a cost of $20,000 while a more appropriate comprehensive plan is determined.

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 T. Sheehan
Seconder : Councillor F. Fata

Resolved that all by-laws under item 11 of the Agenda under date 2014 08 11 be approved.

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

11.1.1 By-law 2014-163 (Subdivision Control) Bayview Subdivision Deeming 283 - 284

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

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

Resolved that By-law 2014-163 being a by-law to deem not registered for purposes of subdivision control certain lots in the Bayview Subdivision, pursuant to section 50(4 of the *Planning Act* be passed in open Council this 11th day of August, 2014.

11.1.2 By-law 2014-164 (Subdivision Control) Hamilton Subdivision Deeming 285 - 286

A report from the City Solicitor is on the Agenda.

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

Resolved that By-law 2014-164 being a by-law to deem not registered for purposes of subdivision control certain lots in the Hamilton Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 11th day of August, 2014.

11.1.3 By-law 2014-165 (Official Plan Amendment) 163 Old Garden River Road Steve Ficociello 287 - 289

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

Resolved that By-law 2014-165 being a by-law to adopt Amendment No. 205 to the Official Plan for the City of Sault Ste. Marie (Ficociello - 163 Old Garden River Road) be passed in open Council this 11th day of August, 2014.

11.1.4 By-law 2014-166 (Zoning) 163 Old Garden River Road Steve Ficociello 290 - 292

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

Resolved that By-law 2014-166 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 163 Old Garden River Road (Ficociello) be passed in open Council this 11th day of August, 2014.

11.1.5 By-law 2014-167 (Development Control) 163 Old Garden River Road Steve Ficociello 293 - 295

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

Resolved that By-law 2014-167 being a by-law to designate the lands located at 163 Old Garden River Road an area of site plan control (Ficociello) be passed in open Council this 11th day of August, 2014.

11.1.6 By-law 2014-168 (Official Plan Amendment) 904 Queen Street East Kristen Trembinski 296 - 298

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

Resolved that By-law 2014-168 being a by-law to adopt Amendment No. 204 to the Official Plan for the City of Sault Ste. Marie (Trembinski - 904 Queen Street East) be passed in open Council this 11th day of August, 2014.

11.1.7 By-law 2014-169 (Zoning) 904 Queen Street East Kristen Trembinski 299 - 301

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

Resolved that By-law 2014-169 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 904 Queen Street East (Trembinski) be passed in open Council this 11th day of August, 2014.

11.1.8 By-law 2014-170 (Development Control) 904 Queen Street East Kristen Trembinski 302 - 304

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

Resolved that By-law 2014-170 being a by-law to designate the lands located at 904 Queen Street East an area of site plan control (Trembinski) be passed in open Council this 11th day of August, 2014.

11.1.9 By-law 2014-171 (Agreement) Homelessness Partnering Strategy National Homelessness Information System Funding 305 - 325

A report from the Housing Programs Manager is on the Agenda.

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

Resolved that By-law 2014-171 being a by-law to authorize the execution of the Homelessness Information System Funding Agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Employment and Social Development Canada for funding purposes be passed in open Council this 11th day of August, 2014.

11.1.10 By-law 2014-172 (Agreement) Power of Attorney Cole International 326 - 330

A report from the Manager of Purchasing is on the Agenda.

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

Resolved that By-law 2014-172 being a by-law to authorize the execution of a Power of Attorney to appoint Cole International to provide Customs Clearance documents for U.S. Customs for shipments to the United States be passed in open Council this 11th day of August, 2014.

11.1.11 By-law 2014-173 (Agreement) Bell Mobility re provision of Cellular Devices 331 - 337

A report from the Manager of Purchasing is on the Agenda.

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

Resolved that By-law 2014-173 being a by-law to authorize the execution of a Contract between the City and Bell Mobility for the provision of Cellular Devices and service for a period of four (4) years commencing September 1, 2014 be passed in open Council this 11th day of August, 2014.

11.1.12 By-law 2014-174 (Agreement) Funding Agreement Environment Canada 338 - 360

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

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

Resolved that By-law 2014-174 being a by-law to authorize the execution of a funding agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of the Environment who is responsible for Environment Canada, for the Inflow and Infiltration Study (ARN14-412) be passed in open Council this 11th day of August, 2014.

11.1.13 By-law 2014-175 (Elections) Advance Vote Dates 361 - 361

A report from the City Clerk is on the Agenda.

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

Resolved that By-law 2014-175 being a by-law to authorize Advance Vote dates and times for the 2014 Municipal Election be passed in open Council this 11th day of August, 2014.

11.1.14 By-law 2014-176 (Agreement) Cecchetto & Sons Ltd. 362 - 395

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

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

Resolved that By-law 2014-176 being a by-law to authorize the execution of a contract between the City and Cecchetto & Sons Ltd. for the Pim Street Pump Station Sluice Gate Replacement project (Contract 2014-12E) be passed in open Council this 11th day of August, 2014.

11.1.15 By-law 2014-177 (Agreement) R. M. Belanger Municipal Bridge #31 Old Goulais Bay Rd 396 - 398

Passed by Council Resolution on June 23, 2014.

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

Resolved that By-law 2014-177 being a by-law to authorize execution of a contract between the City and R.M. Belanger Limited for bridge repairs to Municipal Bridge #31, Old Goulais Bay Road be passed in open Council this 11th day of August, 2014.

11.1.16 By-law 2014-178 (Agreement) R. M. Belanger Limited Municipal Bridge #1 399 - 401

Passed by Council Resolution on June 23, 2014.

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

Resolved that By-law 2014-178 being a by-law to authorize execution of a contract between the City and R.M. Belanger Limited for slope stabilization and scour protection to Municipal Bridge #1, Great Northern Road be passed in open Council this 11th day of August, 2014.

11.1.17 By-law 2014-179 (Temporary Street Closing) Queen Street East (East Street to Brock Street) 402 - 402

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

Resolved that By-law 2014-179 being a by-law to permit the temporary closing of Queen Street East from East Street to Brock Street to faciliatate Case's Music Block Party on August 23, 2014 be passed in open Council this 11th day of August, 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 T. Sheehan
Seconder : Councillor M. Bruni

Resolved that this Council now adjourn.

REGULAR MEETING OF CITY COUNCIL
MINUTES

Monday, July 14, 2014
4:30 p.m.
Council Chambers

Present:	Mayor D. Amaroso, 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, Councillor T. Sheehan
Absent:	Councillor F. Manzo
Officials:	M. White, N. Kenny, L. Girardi, B. Freiburger, J. Dolcetti, D. Elliott, D. McConnell, F. Coccimiglio, M. Nadeau, J. Fratesi, S. Hamilton Beach, N. Apostle, D. Scott, R. Ninonen, J. Bruzas

---

1. ADOPTION OF MINUTES

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that the Minutes of the Regular Council Meeting of 2014 06 23 be approved.
Carried

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

3. DECLARATION OF PECUNIARY INTEREST

3.1. Councillor R. Niro - Canal District Neighbourhood Plan

Employer is located within the boundaries of the streetscape improvement project.

3.2. Councillor M. Bruni – EDC – Service Duplication Review – EDF Request

Family member employed by EDC

3.3. Councillor P. Christian – EDC – Sault Ste. Marie/OLG Modernization – Status Report

Spouse employed by OLG.

3.4. Councillor R. Niro – EDC – Sault Ste. Marie/OLG Modernization – Status Report

Family member employed by OLG.

3.5. Councillor M. Bruni – EDC – Sault Ste. Marie/OLG Modernization – Status Report

Employed by OLG

3.6. Councillor L. Turco – 2013 Annual Report – Sault Ste. Marie Police Services

Spouse employed by Police Services

4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich
Resolved that the Agenda and Addendum for the 2014 07 14 City Council Meeting as presented be approved.
Carried

5. PROCLAMATIONS/DELEGATIONS

5.1. VoterLookUp.ca Presentation

Bonnie Mick, MPAC, was in attendance.

5.2. Departmental Budget Presentations

Public Works and Transportation

5.3. Economic Diversification Fund Requests

Don Mitchell, President, Sault Ste. Marie EDC was in attendance regarding Agenda item 7.8.1

Jason Naccarato, Sault Ste. Marie Innovation Centre was in attendance regarding Agenda item 7.8.2

5.4. A-11-14-Z.OP – 163 Old Garden River Road

Bob Dumanski (representing the applicant) was in attendance.

5.5. A-12-14-Z.OP – 904 Queen Street East – Agenda Item 7.6.2

Kristen Trembinski (applicant), Wayne Sobota (124 Church Street), Lorna Ferguson (110 Church Street) and Bob Brady (121 Church Street) were in attendance.

5.6. Canal District Neighbourhood Plan – Agenda Item 7.6.4

David Leinster, Partner – The Planning Partnership was in attendance.

5.7. EDC – Service Duplication Review – EDF Request – Agenda Item 7.8.1

Don Mitchell, Chair, and Tom Dodds, CEO – Economic Development Corporation were in attendance.

5.8. EDC – Energy Conference – EDF Request – Agenda Item 7.8.2

Jason Naccarato, Vice President - Development - Innovation Centre was in attendance.

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

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that all the items listed under date 2014 07 14 – Part One – Consent Agenda and the Addendum, save and except 6.22 be approved as recommended.
Carried

6.1. Correspondence

a. AMO News Releases

New Provincial Cabinet Named
Accountability Act Introduced

b. OGRA News Releases

2014 Throne Speech
Welcomes Newly Appointed Cabinet

c. Friends of the Earth

Protection of honey bees; recommending discontinuing the use of neonicotinoid products (neonics) on municipal properties

d. Town of Penetanguishene

Call for formation of a Small and Rural School Alliance

6.2. Street Closing Request

Letters of request for temporary street closings were received by Council.

1. Filming scenes for the Movie "
   Remember – Thursday, August 7, 2014 – Albert Street West from Gore Street to Andrew Street and Gore Street from Queen Street West to Albert Street West – 12 noon to 8:00 p.m.

2. Emergency Music Festival – Saturday, August 9, 2014 – Queen Street East from East Street to Brock Street – 9:00 a.m. to 12 midnight

The relevant By-laws 2014-161 and 2014-160 are listed under item 11 of the Minutes.

6.3. Liquor Licence Extension Request

Correspondence requesting permission for private property liquor licence extension was received by Council.

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that City Council has no objection to the proposed extended licenced area as detailed in the written request for a liquor licence extension on private property for an outdoor event on the following date and time:

- Royal Canadian Legion Branch 25 – 96 Great Northern Road – August 16, 2014 – 11:00 a.m. to 11:00 p.m. – Annual Horseshoe Tournament

Carried

6.4. Staff Travel

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

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich
Resolved that the report of the Chief Administrative Officer dated 2014 07 14 concerning Staff Travel be approved as requested.
Carried

6.5. Tenders for Equipment

The report of the Manager of Purchasing was received by Council.

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that the report of the Manager of Purchasing dated 2014 07 14 be received and that the tenders for the supply and delivery of various pieces of equipment in the total amount of $1,174,337.75 be awarded as follows:

One (1) 58000 GVW tandem truck c/w plow, wing, harness and dump box – TMS Truck Centre Ltd. – $191,645

One (1) 58000 GVW tandem truck c/w underbody plow and dump box – TMS Truck Centre Ltd. – $163,214

One (1) rear discharge spreader – Amaco Construction Equipment Inc. – $81,568.95

One (1) municipal tractor c/w snowblowers, plow, sweeper and sander – Work Equipment Ltd. – $156,885

One (1) detachable loader mounted snowblower – J.A. LaRue Inc. – $151,948

One (1) 13500 GVW cab and chassis – Maitland Ford Lincoln – $29,467.80

One (1) portable asphalt hot box – Amaco Construction Equipment Inc. – $21,987

One (1) diesel riding mower c/w front and side folding mower decks – Turf Care Products Canada Ltd. – $72,212

One (1) utility work machine – McDowell Brothers Industries Inc. – $72,127

One (1) wheel loader – Tracks & Wheels Equipment Brokers Inc. – $233,283
Carried

6.6. RFP for Security Services – Transit Terminal (2014CK07P)

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that the report of the Manager of Purchasing dated 2014 07 14 concerning RFP for Security Services – Transit Terminal be received and the recommendation that the proposal submitted by North East Regional Security Services to provide Security Services at the Transit

Terminal, as required by the Transit and Parking Division, be approved. The contract will commence August 1, 2014 and continue for a period of two (2) years allowing for further one (1) year extensions by mutual agreement.
Carried

6.7. 2013 Financial Statements and Appointment of City Auditor for the 2014 Fiscal Year

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

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich
Resolved that the report of the Commissioner of Finance and Treasurer dated 2014 07 14 be received and the recommendation that the audited Consolidated Financial Statements for 2013 be approved; and further that KPMG LLP, Chartered Accountants be appointed as the City Auditor for the 2014 fiscal year.
Carried

6.8. Election Signs

The report of the City Clerk was received by Council.

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that the report of the City Clerk dated 2014 07 14 concerning Election Signs be received as information.
Carried

6.9. Sledge Hockey

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

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich
Resolved that the report of the Commissioner of Community Services regarding modifications to the John Rhodes Community Centre that would be required to host future Ontario ParaSport Games be received; and further that the estimated cost of $405,000 (offset by possible funding from the senior levels of government) be referred to the 2015 budget process.
Carried

6.10. Northern Community Centre – Naming Rights Agreement

The report of the Commissioner of Community Services was received by Council.
The relevant By-law 2014-154 is listed under item 11 of the Minutes.

6.11. Korah Road Truck Route Designation

The report of the Director of Engineering Services was received by Council.
The relevant By-law 2014-159 is listed under item 11 of the Minutes.

6.12. Elementa Lease Extension

The report of the Land Development and Environmental Engineer was received by Council.

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that the report of the Land Development and Environmental Engineer dated 2014 07 14 concerning the Elementa Lease Extension be received, and the request for a Lease extension for the period of July 1, 2014 to August 31, 2014 be approved subject to the conditions stated in the report.
Carried

6.13. Flooding Damage to Bridges – September 2013 – Update

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

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that the report of the Director of Engineering Services dated 2014 07 14 concerning the flooding damage to bridges update be received; that the engineering fee limit be set at $244,100; that the repairs to Bridge 31 on Old Goulais Bay Road and the slope protection works on Bridge 1 on Great Northern Road be awarded to Belanger Construction.
Carried

6.14. Bridge Repairs 2014 – Engineering Agreement

The report of the Director of Engineering Services was received by Council.
The relevant By-law 2014-148 is listed under item 11 of the Minutes.

6.15. Fire Route By-law (Housekeeping)

The report of the Solicitor/Prosecutor was received by Council.
The relevant By-law 2014-147 is listed under item 11 of the Minutes.

6.16. City Noise By-law Task Force

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

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that the report of the Solicitor/Prosecutor dated 2014 07 14 concerning City Noise By-law Task Force be received and that the Noise By-law Committee be re-designated as the Noise By-law Task Force, which shall make recommendations to Council as to updates to the existing Noise By-laws.
Carried

6.17. Ontario Municipal Board Hearing Regarding Queensgate Boulevard

The report of the City Solicitor was received by Council.

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich
Resolved that the report of the City Solicitor dated 2014 07 14 concerning Ontario Municipal Board Hearing regarding Queensgate Boulevard be received as information.
Carried

6.18. Licence to Occupy City Property Agreement for the Emergency Music Festival of August 9, 2014 and the Case's Music Block Party of August 23, 2014.

The report of the Assistant City Solicitor was received by Council.
The relevant By-law 2014-149 is listed under item 11 of the Minutes.

6.19. Renewal of City's Insurance Program – Jardine Lloyd Thompson Canada Inc.

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

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich
Resolved that the report of the City Solicitor dated 2014 07 14 concerning Renewal of City's Insurance Program – Jardine Lloyd Thompson be received and that the City's insurance package for the period from June 1, 2014 to February 28, 2015 be placed with Jardine Lloyd Thompson Canada Inc. through local broker, Algoma Insurance Brokers Limited.
Carried

6.20. Potential Purchase from Suncor Energy Inc. and 510127 Ontario Limited (Great Northern Road)

The report of the Assistant City Solicitor was received by Council.
The relevant By-laws 2014-157 and 2014-158 are listed under item 11 of the Minutes.

6.21. Rental Housing Community Improvement Plan 2014

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich
Resolved that the report of the Planning Director dated 2014 07 14 be accepted as information and that Council authorize an incremental tax rebate program for the five properties identified in this report subject to the following conditions:

1. That the municipal rebate apply only to the increase in assessment resulting from new construction; and
2. That the rebate be 75% in the first year, 50% in the second year and 25% in the third year; and
3. After the three-year rebate program, these properties will pay the full municipal tax amount.

Carried

6.23. Parking Prohibition – Carpin Beach Road

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2014 07 14 concerning Parking Prohibition – Carpin Beach Road and additions to By-law 77-200 be accepted and further that the Legal Department be requested to prepare the by-law additions for an upcoming Council meeting.
Carried

6.24. Free Transit on Municipal Election Day

The report of the Manager of Transit and Parking was received by Council.

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that the report of the Manager of Transit and Parking dated 2014 07 14 concerning free transit on Municipal Election Day be received and the recommendation that transit staff offer complimentary public transportation to citizens who present their voter notification card to the bus operator on Municipal Election Day and during the three Advance Vote days be approved.
Carried

6.22. Simon Avenue – Glen Avenue Yield Sign

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

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich
Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2014 07 14 concerning the yield control at Simon Avenue and Glen Avenue be accepted as information.
Postponed

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. A-11-14-Z.OP – 163 Old Garden River Road

The report of the Planning Division was received by Council.

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich
Resolved that the report of the Planning Division dated 2014 07 14 regarding A-11-14-Z.OP – 163 Old Garden River Road be received and that Council approve in principle Official Plan Amendment #205 to re-designate the subject property from 'Residential' to 'Commercial' on Land Use Schedule 'C' of the Official Plan; that Council approve in principle rezoning the subject property from Single Detached Residential Zone (R2) to General Commercial Zone (C4.S) with a special exception reducing the required easterly side yard from 10m to 6.5m.; that the subject property be deemed subject to site plan control; and that the Legal Department be requested to prepare the necessary by-laws to this effect.
Carried

b. A-12-14-Z.OP – 904 Queen Street East

The report of the Planning Division was received by Council.

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that the report of the Planning Division dated 2014 07 14 concerning Application 12-14-Z.OP be received and that Council approve in principle Official Plan Amendment # 204 by way of a map change from 'Residential' to 'Commercial' on Land Use Schedule 'C'; further that

Council approve in principle rezoning the subject property from (Low Density Residential Zone) 'R3' to (Commercial Transitional Zone) 'CT2', subject to the following provisions:

1. That the buffering requirements are waived until October 1, 2014.
2. That the required buffer (fence) may commence from the northwest corner of the existing garage to Church Street and from the southeast corner of the garage to Queen Street East. The overall effect is that no fencing is required between the north and east facing walls of the existing garage.
3. That the property be deemed subject to site plan control

and that the Legal Department be requested to prepare the necessary by-laws to this effect.

As Amended
Carried

Amendment:
Moved by: Councillor L. Turco
Seconded by: Councillor T. Sheehan
Resolved that item 7.6.2 be amended by deleting condition number 2 and inserting an additional condition to prohibit food services and retail trade as permitted uses on the property.
Carried

Moved by: Councillor S. Myers
Seconded by: Councillor T. Sheehan
Resolved that Planning Application A-12-14-Z.OP not be rezoned as requested but instead a special exception for the use as a real estate office only be approved.
Withdrawn by mover and seconder

c. A-13-14-SPC – 510 Second Line East

The report of the Planning Division was received by Council.

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich
Resolved that the report of the Planning Division dated 2014 07 14 concerning Application A-13-14-SPC – 510 Second Line East be received and that the Legal Department be requested to prepare a by-law designating the subject property as an area of site plan control.
Carried

d. Canal District Neighbourhood Plan

Councillor R. Niro declared a conflict on this item. (Employer is located within the boundaries of the streetscape improvement project.)

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

Moved by: Councillor P. Christian
Seconded by: Councillor J. Krmpotich
Resolved that the report of the Planning Division dated 2014 07 14 concerning the Canal District Neighbourhood Plan be accepted as information and that:

1. The plan form the basis of future City initiatives and infrastructure projects in this area;
2. Staff proceed on the priority projects identified in this report, specifically:
   a. Design and (subject to finalization of the current FedNor and NOHFC funding applications) implementation of Gore Street (and, budget depending, Queen Street west of Dennis Street) streetscape improvements
   b. Design of Huron Street streetscape improvements and welcome parkette
   c. Design of Bay Street streetscape improvements
3. Staff initiate a funding application to the Federation of Canadian Municipalities brownfield funding program for environmental assessment and design work associated with the proposed Gateway signature park;
4. Staff initiate funding applications to FedNor and NOHFC for the proposed Huron Street and Bay Street improvements.

Carried

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Whereas the City has undertaken an ambitious downtown redevelopment program; and
Whereas this program has been supported by significant private and public sector investment; and
Whereas the Canal District Master Plan has identified the inclusion of post-secondary students as a key component of a complete and vibrant downtown neighbourhood; and
Whereas recent and planned redevelopment projects in the downtown area create an opportunity for the continued expansion of both Algoma University and Sault College; and
Whereas there are significant benefits to all parties to work together to further develop our local post-secondary institutions and to establish a major student presence in the downtown area;

Now Therefore Be It Resolved that Mayor Amaroso, City Council and appropriate City staff offer their support to both Algoma University and Sault College to assist with any contemplated downtown development initiatives.
Carried

7.7. PUBLIC WORKS AND TRANSPORTATION

7.8. BOARDS AND COMMITTEES

a. EDC – Service Duplication Review – EDF Request

Councillor M. Bruni declared a conflict on this item. (Family member employed by EDC)

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that the report of the CEO, Sault Ste. Marie EDC dated 2014 07 14 concerning Service Duplication Review – EDF Request and supporting documents be received; further that the application of the Sault Ste. Marie EDC for EDF funding in the amount of $15,000 be approved.
Defeated

Moved by: Councillor P. Mick
Seconded by: Councillor L. Turco
Whereas the City and EDC already have a Memorandum of Understanding (MOU) that encompasses most of the concerns of the resolution; and Whereas Council has two representatives on the EDC; and Whereas the EDC CHair is also approachable; and Whereas some of the EDC's funding and funding submissions hinge on their independence from the City; and Whereas the resolution was on an addendum and should have passed scrutiny at an Agenda Review Committee meeting Therefore be it resolved that item 7.8.1 be postponed until a new council is in place so that the present MOU can be tweaked if necessary and in the meantime councillors should be encouraged to work through their representatives on the EDC.
Defeated

b. EDC – Energy Conference – EDF Request

Moved by: Councillor P. Mick
Seconded by: Councillor J. Krmpotich
Resolved that the report of the CEO, Sault Ste. Marie EDC dated 2014 07 14 concerning Energy Conference – EDF Request and supporting documents be received; further

that the application of the Sault Ste. Marie Innovation Centre for EDF funding in the amount of $25,000 be approved.
Carried

c. EDC – Sault Ste. Marie/OLG Modernization – Status Report

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

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

Councillor M. Bruni declared a conflict on this item. (Employed by OLG)

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
That the report of the CEO, Sault Ste. Marie EDC dated 2014 07 14 concerning Sault Ste. Marie/OLG Modernization – Status Report be received as information.
Carried

d. 2013 Annual Report – Sault Ste. Marie Police Services

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

The report of the Chief of Police was received by Council.

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that the report of the Chief of Police dated 2014 06 13 concerning 2013 Annual Report – Sault Ste. Marie Police Services be received as information.
Carried

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

8.1. Simon Avenue and Glen Avenue Intersection

Moved by: Councillor S. Butland
Seconded by: Councillor P. Christian
Whereas there is currently a yield sign at the Simon Avenue and Glen Avenue intersection; and
Whereas vehicular traffic at Simon Avenue and Glen Avenue has increased over the last several years as a result of new home construction in the area; and
Whereas local residents have witnessed many near-misses at this intersection as cars are not slowing down for the yield sign; and
Whereas an accident has been reported at this intersection; and
Whereas residents in the area continue to express concern for the safety of drivers and young pedestrians in the area;
Now Therefore Be It Resolved that City Council requests the yield sign at the Simon Avenue and Glen Avenue intersection be replaced by a stop sign.
Postponed

8.2. Queensgate Boulevard – Speed Bumps

Moved by: Councillor S. Butland
Seconded by: Councillor P. Christian
Be it resolved that the Public Works and Transportation Department be requested to initiate an investigation as to the necessary criteria to install speed bumps on Queensgate Boulevard.
Carried

8.3. Power Dam Special Payment Program

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Whereas the Province of Ontario provides a special annual payment to municipalities hosting hydro-electric generating stations (power dams), providing municipalities with funding reflecting the amount of property tax revenue that each municipality received from these stations prior to 2001, when the stations became exempt from property taxation; andWhereas the Province is now proposing to phase down the program from $18.7 million in 2014 to $14.3 million in 2017; and
Whereas the municipality of Wawa would need to raise taxes by 12.6% in order to compensate for this loss; and
Whereas reducing the power dam compensation flowing to Wawa not only impacts that municipality but all municipalities in the Algoma District Social Services Administration Board catchment area; and
Whereas the City of Sault Ste. Marie will also be adversely impacted by a reduction in compensation for the power dam in Sault Ste. Marie;
Now Therefore Be It Resolved that the City of Sault Ste. Marie supports the municipality of Wawa in its efforts regarding proposed reductions to the power dam special payment program and the financial consequences to Northern Ontario municipalities.
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

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that all by-laws under item 11 of the Agenda under date 2014 07 14 be approved.
Carried

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

a. By-law 2014-147 (Fire Routes)

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2014-147 being a by-law to repeal various by-laws that amend the City's repealed Fire Routes By-law 81-404 be passed in open Council this 14th day of July, 2014.
Carried

b. By-law 2014-148 Agreement Tulloch Engineering Inc.

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2014-148 being a by-law to authorize the execution of an agreement between the City and Tulloch Engineering Inc. for consulting services regarding the design and contract administration of repairs to two bridges be passed in open Council this 14th day of July, 2014.
Carried

c. By-law 2014-149 (Agreement) Downtown Association and Loplop

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2014-149 being a by-law to authorize a Licence to Occupy City Property Agreement between the City and the Downtown Association and Stephen Alexander operating as Loplop Lounge & Gallery for the Emergency Music Festival on August 9, 2014 and for the Case's Music Block Party on August 23, 2014 be passed in open Council this 14th day of July, 2014.
Carried

d. By-law 2014-150 (Development Control) 115 Shannon Road

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2014-150 being a by-law to designate the lands located at 115 Shannon Road (Fick) an area of site plan control be passed in open Council this 14th day of July, 2014.
Carried

e. By-law 2014-151 (Development Control) 510 Second Line East

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2014-151 being a by-law to designate the lands located at 510 Second Line East (PUC Services Inc.) an area of site plan control be passed in open Council this 14th day of July, 2014.
Carried

f. By-law 2014-152 (Official Plan Amendment) City

Moved by: Councillor J. Krmpotich
Seconded by: Councillor S. Butland
Resolved that By-law 2014-152 being a by-law to adopt Amendment No. 203 to the Official Plan for the City of Sault Ste. Marie be passed in open Council this 14th day of July, 2014.
Carried

g. By-law 2014-153 (Zoning) City

Moved by: Councillor J. Krmpotich
Seconded by: Councillor S. Butland
Resolved that By-law 2014-153 being a by-law to amend comprehensive Zoning By-law 2005-150 be passed in open Council this 14th day of July, 2014.
Carried

h. By-law 2014-154 (Agreement) Northern Community Centre

Moved by: Councillor J. Krmpotich
Seconded by: Councillor S. Butland
Resolved that By-law 2014-154 being a by-law to authorize the execution of a Naming, Advertising and Sponsorship Agreement between the City and Northern Credit Union for the Northern Community Centre located at 556 Goulais Avenue, Sault Ste. Marie be passed in open Council this 14th day of July, 2014.
Carried

i. By-law 2014-155 (Street Assumption) Cedar Heights Subdivision

Moved by: Councillor J. Krmpotich
Seconded by: Councillor S. Butland
Resolved that By-law 2014-155 being a by-law to assume for public use and establish as a public street, a street in the Cedar Heights Subdivision, Plan H465 be passed in open Council this 14th day of July, 2014.
Carried

j. By-law 2014-156 (Street Closing) Cedar Heights Subdivision

Moved by: Councillor J. Krmpotich
Seconded by: Councillor S. Butland
Resolved that By-law 2014-156 being a by-law to stop up, close and authorize the conveyance of a street in the Cedar Heights Subdivision, Plan H465 be passed in open Council this 14th day of July, 2014.
Carried

k. By-law 2014-157 (Agreement) Suncor Energy Inc.

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2014-157 being a by-law to authorize the execution of an Access Agreement between the City and Suncor Energy Inc. to permit the City to access and construct a sidewalk on a portion of 411 Great Northern Road be passed in open Council this 14th day of July, 2014.
Carried

l. By-law 2014-158 (Agreement) 510127 Ontario Limited

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2014-158 being a by-law to authorize the execution of an Access Agreement between the City and 510127 Ontario Limited to permit the City to access and construct a sidewalk on a portion of 435 Great Northern Road be passed in open Council this 14th day of July, 2014.
Carried

m. By-law 2014-159 (Traffic) Korah Road (Lyons Ave to Second Line W)

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2014-159 being a by-law to amend Schedules N and N-1 of Traffic By-law 77-200 be passed in open Council this 14th day of July, 2014.
Carried

n. By-law 2014-160 (Temporary Street Closing) Queen Street East

Moved by: Councillor J. Krmpotich
Seconded by: Councillor S. Butland
Resolved that By-law 2014-160 being a by-law to permit the temporary closing of Queen Street

East from East Street to Brock Street to facilitate the "Emergency Music Festival" be passed in open Council this 14th day of July, 2014.
Carried

o. By-law 2014-161 (Temporary Street Closings) Albert and Gore

Moved by: Councillor S. Butland
Seconded by: Councillor J. Krmpotich
Resolved that By-law 2014-161 being a by-law to permit the temporary closing of various streets to facilitate the filming scenes of "*Remember"* Atom Egoyan be passed in open Council this 14th day of July, 2014.
Carried

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

Moved by: Councillor B. Watkins
Seconded by: Councillor J. Krmpotich
Resolved that this Council now adjourn.

Carried

Debbie Amaroso
Mayor

Malcolm White
City Clerk

City of Sault Ste Marie
FINANCE DEPT - **OPERATIONS**
For the Six Months Ending June 30, 2014

FISCAL YEAR REMAINING%:	JUNE	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem 50%	*2013 Actual YTD TO: June*	*2013 Actual Year*
REVENUE							
Fees and user charges	($16,865.48)	($213,134.40)	($279,025.00)	($65,890.60)	23.61%	*($215,597.30)*	*($273,025.60)*
Government grants			$0.00	$0.00	0.00%	*($16,536.00)*	*($16,536.00)*
Contribution from own funds			$0.00	$0.00	0.00%	*$0.00*	*($61,859.66)*
Other income	(9,985.76)	(39,960.36)	($93,085.00)	($53,124.64)	57.07%	*($47,054.42)*	*($94,987.38)*
	(26,851.24)	(253,094.76)	($372,110.00)	($119,015.24)	31.98%	*($279,187.72)*	*($446,408.64)*
EXPENDITURES							
Salaries	214,619.59	1,333,485.95	$2,920,165.00	$1,586,679.05	54.34%	*$1,366,257.63*	*$2,818,875.77*
Benefits	45,115.73	330,234.89	$713,990.00	$383,755.11	53.75%	*$330,359.18*	*$667,588.28*
TOTAL SALARIES/BENEFITS	**259,735.32**	**1,663,720.84**	**$3,634,155.00**	**$1,970,434.16**	54.22%	**$1,696,616.81**	**$3,486,464.05**
Travel and training		6,582.34	$12,600.00	$6,017.66	47.76%	*$6,532.86*	*$14,678.41*
Vehicle allowance, maintenance and repairs	27.82	115.38	$1,450.00	$1,334.62	92.04%	*$213.81*	*$618.97*
Materials and supplies	19,858.49	104,450.74	($6,565.00)	($111,015.74)	1,691.02%	*($131,617.30)*	*($56,099.87)*
Maintenance and repairs	12,201.87	290,594.22	$533,935.00	$243,340.78	45.57%	*$281,434.57*	*$513,777.10*
Financial expenses		(2,270.00)	$0.00	$2,270.00	0.00%	*($2,306.00)*	*($6,806.79)*
Purchased and contracted services	37,925.66	156,861.52	$483,920.00	$327,058.48	67.59%	*$179,802.83*	*$528,488.73*
Capital expense	2,105.44	86,545.44	$86,210.00	($335.44)	(0.39%)	*$87,657.32*	*$102,147.25*
TOTAL OTHER EXPENSES	**72,119.28**	**642,879.64**	**$1,111,550.00**	**$468,670.36**	42.16%	**$421,718.09**	**$1,096,803.80**
	331,854.60	2,306,600.48	$4,745,705.00	$2,439,104.52	51.40%	*$2,118,334.90*	*$4,583,267.85*
NET (REVENUE)/EXPENDITURE	**305,003.36**	**2,053,505.72**	**$4,373,595.00**	**$2,320,089.28**	53.05%	**$1,839,147.18**	**$4,136,859.21**

City of Sault Ste Marie

FINANCE - OTHER **FINANCIAL EXPENSES**

For the Six Months Ending June 30, 2014

FISCAL YEAR REMAINING% :	JUNE	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem 50%	*2013 Actual YTD TO: June*	*2013 Actual Year*
REVENUE							
EXPENDITURES							
Materials and supplies		$1,998.06	$25,000.00	$23,001.94	92.01%	***$16,790.40***	***$19,308.00***
Financial expenses	272,360.37	1,471,269.69	$2,538,070.00	$1,066,800.31	42.03%	***$1,211,057.41***	***$2,486,487.37***
Purchased and contracted services			$68,000.00	$68,000.00	100.00%	***$0.00***	***$61,995.20***
Depreciation			$0.00	$0.00	0.00%	***$0.00***	***$460,669.15***
TOTAL OTHER EXPENSES	**272,360.37**	**1,473,267.75**	**$2,631,070.00**	**$1,157,802.25**	**44.00%**	**$1,227,847.81**	**$3,028,459.72**
	272,360.37	1,473,267.75	$2,631,070.00	$1,157,802.25	44.00%	***$1,227,847.81***	***$3,028,459.72***
NET (REVENUE)/EXPENDITURE	**272,360.37**	**1,473,267.75**	**$2,631,070.00**	**$1,157,802.25**	**44.00%**	**$1,227,847.81**	**$3,028,459.72**

City of Sault Ste Marie
FINANCE DEPARTMENT - **SUMMARY**
For the Six Months Ending June 30, 2014

FISCAL YEAR REMAINING% :	JUNE	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem 50%	*2013 Actual YTD TO: June*	*2013 Actual Year*
REVENUE							
Fees and user charges	($16,865.48)	($213,134.40)	($279,025.00)	($65,890.60)	23.61%	*($215,597.30)*	*($273,025.60)*
Government grants			$0.00	$0.00	0.00%	*($16,536.00)*	*($16,536.00)*
Contribution from own funds			$0.00	$0.00	0.00%	*$0.00*	*($61,859.66)*
Other income	(9,985.76)	(39,960.36)	($93,085.00)	($53,124.64)	57.07%	*($47,054.42)*	*($94,987.38)*
	(26,851.24)	(253,094.76)	($372,110.00)	($119,015.24)	31.98%	*($279,187.72)*	*($446,408.64)*
EXPENDITURES							
Salaries	214,619.59	1,333,485.95	$2,920,165.00	$1,586,679.05	54.34%	*$1,366,257.63*	*$2,818,875.77*
Benefits	45,115.73	330,234.89	$713,990.00	$383,755.11	53.75%	*$330,359.18*	*$667,588.28*
TOTAL SALARIES/BENEFITS	**259,735.32**	**1,663,720.84**	**$3,634,155.00**	**$1,970,434.16**	**54.22%**	**$1,696,616.81**	**$3,486,464.05**
Travel and training		6,582.34	$12,600.00	$6,017.66	47.76%	*$6,532.86*	*$14,678.41*
Vehicle allowance, maintenance and repairs	27.82	115.38	$1,450.00	$1,334.62	92.04%	*$213.81*	*$618.97*
Materials and supplies	19,858.49	106,448.80	$18,435.00	($88,013.80)	(477.43%)	*($114,826.90)*	*($36,791.87)*
Maintenance and repairs	12,201.87	290,594.22	$533,935.00	$243,340.78	45.57%	*$281,434.57*	*$513,777.10*
Financial expenses	272,360.37	1,468,999.69	$2,538,070.00	$1,069,070.31	42.12%	*$1,208,751.41*	*$2,479,680.58*
Purchased and contracted services	37,925.66	156,861.52	$551,920.00	$395,058.48	71.58%	*$179,802.83*	*$590,483.93*
Capital expense	2,105.44	86,545.44	$86,210.00	($335.44)	(0.39%)	*$87,657.32*	*$102,147.25*
Depreciation			$0.00	$0.00	0.00%	*$0.00*	*$460,669.15*
TOTAL OTHER EXPENSES	**344,479.65**	**2,116,147.39**	**$3,742,620.00**	**$1,626,472.61**	**43.46%**	**$1,649,565.90**	**$4,125,263.52**
	604,214.97	3,779,868.23	$7,376,775.00	$3,596,906.77	48.76%	*$3,346,182.71*	*$7,611,727.57*
NET (REVENUE)/EXPENDITURE	**577,363.73**	**3,526,773.47**	**$7,004,665.00**	**$3,477,891.53**	**49.65%**	**$3,066,994.99**	**$7,165,318.93**

City of Sault Ste Marie
CORPORATE - FINANCIALS
For the Six Months Ending June 30, 2014

FISCAL YEAR REMAINING%:	JUNE	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem 50%	2013 Actual YTD TO: June	2013 Actual Year
REVENUE							
Taxation	($283,099.86)	($100,464,993.71)	($102,381,325.00)	($1,916,331.29)	1.87%	**********	**********
Payment in Lieu of taxes	(207,827.69)	(2,022,355.53)	($4,430,690.00)	($2,408,334.47)	54.36%	***($2,503,429.49)***	***($4,432,019.53)***
Fees and user charges		(3,713,576.03)	($16,200,000.00)	($12,486,423.97)	77.08%	***($5,685,016.81)***	**********
Government grants		(8,622,350.00)	($17,244,700.00)	($8,622,350.00)	50.00%	***($9,537,100.00)***	**********
Interest and Investment income	(771,878.44)	(2,565,758.39)	($4,305,000.00)	($1,739,241.61)	40.40%	***($1,591,755.74)***	***($5,471,007.94)***
Contribution from own funds			$0.00	$0.00	0.00%	***$0.00***	***($14,977.68)***
Other income		(295,831.25)	($1,350,000.00)	($1,054,168.75)	78.09%	***($301,592.99)***	***($1,347,567.24)***
Prior year surplus		(3,620,054.00)	($3,620,054.00)	$0.00	0.00%	***($3,158,356.00)***	***($3,158,356.00)***
	(1,262,805.99)	(121,304,918.91)	($149,531,769.00)	($28,226,850.09)	18.88%	**********	**********
EXPENDITURES							
Benefits		20,000.00	$20,000.00	$0.00	0.00%	***$14,000.00***	***$148,218.97***
TOTAL SALARIES/BENEFITS		**20,000.00**	**$20,000.00**	**$0.00**	**0.00%**	$14,000.00	$148,218.97
Materials and supplies	4,242.30	94,339.72	$371,005.00	$276,665.28	74.57%	***$203,741.13***	***$309,959.73***
Financial expenses			$0.00	$0.00	0.00%	***$0.00***	***$22,745.19***
Purchased and contracted services	1,933.44	18,796.98	$31,000.00	$12,203.02	39.36%	***$6,674.48***	***$30,497.00***
Grants to others	168,000.00	693,863.72	$693,900.00	$36.28	0.01%	***$1,050,863.72***	***$2,100,863.72***
Transfer to own funds		1,901,580.00	$13,120,325.00	$11,218,745.00	85.51%	***$1,643,356.00***	***$10,907,901.29***
TOTAL OTHER EXPENSES	**174,175.74**	**2,708,580.42**	**$14,216,230.00**	**$11,507,649.58**	**80.95%**	$2,904,635.33	$13,371,966.93
	174,175.74	2,728,580.42	$14,236,230.00	$11,507,649.58	80.83%	***$2,918,635.33***	***$13,520,185.90***
NET (REVENUE)/EXPENDITURE	**(1,088,630.25)**	**(118,576,338.49)**	**($135,295,539.00)**	**($16,719,200.51)**	**12.36%**	($118,737,917.47)	($136,074,404.77)

City of Sault Ste Marie
ENGINEERING & PLANNING
For the Five Months Ending May 31, 2014

Department	MAY	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	*2013 Actual*
REVENUE						
Fees and user charges	($145,185.83)	($342,023.28)	($1,062,350.00)	($720,326.72)	67.81%	***($1,288,500.26)***
Government grants		(30,138.00)	($35,000.00)	($4,862.00)	13.89%	***($43,173.78)***
Contribution from own funds			($184,100.00)	($184,100.00)	100.00%	***($37,491.12)***
Other income		(2,600.00)	$0.00	$2,600.00	0.00%	***($13,407.96)***
	(145,185.83)	(374,761.28)	($1,281,450.00)	($906,688.72)	70.75%	***($1,382,573.12)***
EXPENDITURES						
Salaries	263,600.67	1,293,473.45	$3,503,105.00	$2,209,631.55	63.08%	***$3,301,523.45***
Benefits	69,444.99	333,455.36	$888,375.00	$554,919.64	62.46%	***$785,223.54***
	333,045.66	1,626,928.81	$4,391,480.00	$2,764,551.19	62.95%	***$4,086,746.99***
Travel and training	841.10	11,439.04	$48,430.00	$36,990.96	76.38%	***$33,156.87***
Vehicle allowance, maintenance and repairs	203.94	6,893.96	$59,150.00	$52,256.04	88.34%	***$127,192.78***
Utilities and Fuel	467,334.38	1,790,885.05	$3,378,490.00	$1,587,604.95	46.99%	***$3,404,464.55***
Materials and supplies	33,561.56	91,435.89	$288,980.00	$197,544.11	68.36%	***$245,997.38***
Maintenance and repairs	9,220.81	70,347.47	$220,000.00	$149,652.53	68.02%	***$201,527.01***
Rents and leases			$100,000.00	$100,000.00	100.00%	***$100,000.00***
Financial expenses		154.16	$0.00	($154.16)	0.00%	***$546.43***
Purchased and contracted services	467,443.61	1,332,013.77	$4,957,850.00	$3,625,836.23	73.13%	***$4,851,366.11***
Transfer to own funds		1,300,000.00	$1,340,000.00	$40,000.00	2.99%	***$1,368,438.81***
Capital expense	98.20	6,839.49	$50,700.00	$43,860.51	86.51%	***$28,024.33***
Depreciation			$0.00	$0.00	0.00%	***$9,834,124.44***
Gain/Loss on Disposal of Capital Assets			$0.00	$0.00	0.00%	***$47.15***
	978,703.60	4,610,008.83	$10,443,600.00	$5,833,591.17	55.86%	***$20,194,885.86***
	1,311,749.26	6,236,937.64	$14,835,080.00	$8,598,142.36	57.96%	***$24,281,632.85***
NET (REVENUE)/EXPENDITURE	**1,166,563.43**	**5,862,176.36**	**$13,553,630.00**	**$7,691,453.64**	**56.75%**	$22,899,059.73

City of Sault Ste Marie
ENGINEERING
For the Five Months Ending May 31, 2014

Department	MAY	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	*2013 Actual*
REVENUE						
Fees and user charges	($651.66)	($3,775.16)	($14,500.00)	($10,724.84)	73.96%	***($19,783.93)***
Government grants			($35,000.00)	($35,000.00)	100.00%	***($42,006.70)***
Other income		(600.00)	$0.00	$600.00	0.00%	***($13,372.96)***
	(651.66)	(4,375.16)	($49,500.00)	($45,124.84)	91.16%	***($75,163.59)***
EXPENDITURES						
Salaries	158,586.02	790,508.29	$2,172,100.00	$1,381,591.71	63.61%	***$2,055,294.75***
Benefits	42,471.86	208,100.79	$554,560.00	$346,459.21	62.47%	***$480,553.54***
	201,057.88	998,609.08	$2,726,660.00	$1,728,050.92	63.38%	***$2,535,848.29***
Travel and training		2,218.03	$11,160.00	$8,941.97	80.13%	***$9,386.89***
Vehicle allowance, maintenance and repairs	88.95	3,542.19	$50,850.00	$47,307.81	93.03%	***$52,611.96***
Utilities and Fuel	44,876.26	198,343.51	$392,400.00	$194,056.49	49.45%	***$382,309.45***
Materials and supplies	19,315.00	47,840.29	$189,770.00	$141,929.71	74.79%	***$138,229.54***
Maintenance and repairs	9,220.81	70,347.47	$220,000.00	$149,652.53	68.02%	***$201,527.01***
Purchased and contracted services	14,384.24	46,686.73	$131,450.00	$84,763.27	64.48%	***$141,085.22***
Transfer to own funds			$40,000.00	$40,000.00	100.00%	***$68,438.81***
Capital expense	98.20	6,715.89	$48,000.00	$41,284.11	86.01%	***$26,383.03***
	87,983.46	375,694.11	$1,083,630.00	$707,935.89	65.33%	***$1,019,971.91***
	289,041.34	1,374,303.19	$3,810,290.00	$2,435,986.81	63.93%	***$3,555,820.20***
NET (REVENUE)/EXPENDITURE	288,389.68	1,369,928.03	$3,760,790.00	$2,390,861.97	63.57%	$3,480,656.61

City of Sault Ste Marie
BUILDING SERVICES
For the Five Months Ending May 31, 2014

Department	MAY	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	*2013 Actual*
REVENUE						
Fees and user charges		($885.00)	$0.00	$885.00	0.00%	***($3,110.99)***
Other income			$0.00	$0.00	0.00%	***($108.68)***
		(885.00)	$0.00	$885.00	0.00%	***($3,219.67)***
EXPENDITURES						
Salaries	39,120.87	207,684.57	$501,210.00	$293,525.43	58.56%	***$494,305.97***
Benefits	11,319.04	52,485.41	$128,765.00	$76,279.59	59.24%	***$125,122.20***
	50,439.91	260,169.98	$629,975.00	$369,805.02	58.70%	***$619,428.17***
Utilities and Fuel	44,095.70	195,688.62	$362,400.00	$166,711.38	46.00%	***$366,384.32***
Materials and supplies	10,882.37	25,464.82	$57,020.00	$31,555.18	55.34%	***$57,782.95***
Maintenance and repairs	9,220.81	70,347.47	$220,000.00	$149,652.53	68.02%	***$201,527.01***
Purchased and contracted services	14,384.24	46,667.13	$115,850.00	$69,182.87	59.72%	***$128,456.81***
Capital expense		1,046.77	$4,000.00	$2,953.23	73.83%	***$1,979.37***
	78,583.12	339,214.81	$759,270.00	$420,055.19	55.32%	***$756,130.46***
	129,023.03	599,384.79	$1,389,245.00	$789,860.21	56.86%	***$1,375,558.63***
NET (REVENUE)/EXPENDITURE	**129,023.03**	**598,499.79**	**$1,389,245.00**	**$790,745.21**	**56.92%**	$1,372,338.96

City of Sault Ste Marie
BUILDING PERMIT/INSPECTION
For the Five Months Ending May 31, 2014

Department	MAY	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	*2013 Actual*
REVENUE						
Fees and user charges	($138,384.17)	($288,723.12)	($936,600.00)	($647,876.88)	69.17%	***($1,152,341.31)***
Contribution from own funds			($184,100.00)	($184,100.00)	100.00%	***($37,491.12)***
	(138,384.17)	(288,723.12)	($1,120,700.00)	($831,976.88)	74.24%	***($1,189,832.43)***
EXPENDITURES						
Salaries	64,541.12	305,098.60	$816,635.00	$511,536.40	62.64%	***$742,500.55***
Benefits	17,382.28	78,984.05	$202,915.00	$123,930.95	61.08%	***$184,193.45***
	81,923.40	384,082.65	$1,019,550.00	$635,467.35	62.33%	***$926,694.00***
Travel and training	841.10	6,499.71	$24,880.00	$18,380.29	73.88%	***$19,782.27***
Vehicle allowance, maintenance and repairs	114.99	3,347.04	$8,000.00	$4,652.96	58.16%	***$74,071.80***
Utilities and Fuel		2,389.43	$18,300.00	$15,910.57	86.94%	***$5,049.32***
Materials and supplies	10,642.14	24,993.85	$77,415.00	$52,421.15	67.71%	***$88,350.47***
Rents and leases			$100,000.00	$100,000.00	100.00%	***$100,000.00***
Financial expenses		154.16	$0.00	($154.16)	0.00%	***$546.43***
Capital expense		123.60	$1,500.00	$1,376.40	91.76%	***$1,024.93***
	11,598.23	37,507.79	$230,095.00	$192,587.21	83.70%	***$288,825.22***
	93,521.63	421,590.44	$1,249,645.00	$828,054.56	66.26%	***$1,215,519.22***
NET (REVENUE)/EXPENDITURE	(44,862.54)	132,867.32	$128,945.00	($3,922.32)	(3.04%)	$25,686.79

Clty of Sault Ste Marie
PLANNING
For the Five Months Ending May 31, 2014

Department	MAY	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	*2013 Actual*
REVENUE						
Fees and user charges	($6,150.00)	($49,525.00)	($111,250.00)	($61,725.00)	55.48%	***($116,375.02)***
Government grants		(30,138.00)	$0.00	$30,138.00	0.00%	***($1,167.08)***
Other income		(2,000.00)	$0.00	$2,000.00	0.00%	***($35.00)***
	(6,150.00)	(81,663.00)	($111,250.00)	($29,587.00)	26.60%	***($117,577.10)***
EXPENDITURES						
Salaries	40,473.53	197,866.56	$514,370.00	$316,503.44	61.53%	***$503,728.15***
Benefits	9,590.85	46,370.52	$130,900.00	$84,529.48	64.58%	***$120,476.55***
	50,064.38	244,237.08	$645,270.00	$401,032.92	62.15%	***$624,204.70***
Travel and training		2,721.30	$12,390.00	$9,668.70	78.04%	***$3,987.71***
Vehicle allowance, maintenance and repairs		4.73	$300.00	$295.27	98.42%	***$509.02***
Materials and supplies	1,254.41	7,401.51	$21,795.00	$14,393.49	66.04%	***$19,417.37***
Purchased and contracted services	4,588.54	8,374.33	$26,400.00	$18,025.67	68.28%	***$20,157.87***
Capital expense			$1,200.00	$1,200.00	100.00%	***$616.37***
	5,842.95	18,501.87	$62,085.00	$43,583.13	70.20%	***$44,688.34***
	55,907.33	262,738.95	$707,355.00	$444,616.05	62.86%	***$668,893.04***
NET (REVENUE)/EXPENDITURE	49,757.33	181,075.95	$596,105.00	$415,029.05	69.62%	$551,315.94

City of Sault Ste Marie
ENGINEERING - OTHER
For the Five Months Ending May 31, 2014

Department	MAY	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	*2013 Actual*
REVENUE						
EXPENDITURES						
Utilities and Fuel	$422,458.12	$1,590,152.11	$2,967,790.00	$1,377,637.89	46.42%	***$3,017,105.78***
Materials and supplies	2,350.01	11,200.24	$0.00	($11,200.24)	0.00%	***$0.00***
Purchased and contracted services	448,470.83	1,276,952.71	$4,800,000.00	$3,523,047.29	73.40%	***$4,690,123.02***
Transfer to own funds		1,300,000.00	$1,300,000.00	$0.00	0.00%	***$1,300,000.00***
Depreciation			$0.00	$0.00	0.00%	***$9,834,124.44***
Gain/Loss on Disposal of Capital Assets			$0.00	$0.00	0.00%	***$47.15***
	873,278.96	4,178,305.06	$9,067,790.00	$4,889,484.94	53.92%	***$18,841,400.39***
	873,278.96	4,178,305.06	$9,067,790.00	$4,889,484.94	53.92%	***$18,841,400.39***
NET (REVENUE)/EXPENDITURE	873,278.96	4,178,305.06	$9,067,790.00	$4,889,484.94	53.92%	$18,841,400.39

FedNor

Harper Government Supports Youth and Business Development Initiatives in Northern Ontario

July 28, 2014 – Sault Ste. Marie, Ontario – Industry Canada/FedNor

The Honourable Greg Rickford, Canada's Minister of Natural Resources and the Minister for the Federal Economic Development Initiative for Northern Ontario (FedNor), today announced an investment that will support Northern Ontario youth and position small and medium-sized businesses for growth.

This Harper Government investment of $2,158,000 will support 30 youth internships across Northern Ontario, enable the City of Sault Ste. Marie to revitalize its downtown core with streetscape improvements, and assist the Sault Ste. Marie Economic Development Corporation to establish and operate a small business incubator in the community's downtown area.

In addition, Minister Rickford launched a new initiative to help more small and medium-sized enterprises in Northern Ontario benefit from the talent and skills offered by post-secondary graduates to support business growth. The private sector youth internship initiative will be delivered through two Community Futures Development Corporation (CFDC) Networks, on behalf of CFDCs across Northern Ontario (**See attached information sheet**).

Quick Facts

- The funding announced today is provided through FedNor's Northern Ontario Development Program, which supports projects that promote sustainable community economic development, enhance business development and growth, and facilitate innovation throughout the region.
- Since 2006, through FedNor's Northern Ontario Development Program, the Government of Canada has invested more than $308 million in support of 1,500 projects. These investments have created more than 15,000 jobs throughout Northern Ontario.

Quotes

"Our Government is helping Northern Ontario communities and businesses maximize their potential by investing in key initiatives that create opportunities for youth, business growth, economic development and job creation. Today's announcement will increase the competitiveness of entrepreneurs in Sault Ste. Marie and across the region, as well as strengthen the economy of Northern Ontario."

- The Honourable Greg Rickford
Canada's Minister of Natural Resources and Minister for FedNor

"Today's announcement will not only assist a variety of small and medium-sized enterprises to complete a range of strategic initiatives with the help of youth interns, it will also retain talented, young post-secondary graduates in Northern Ontario, as well as help businesses to grow, create jobs and prosper, delivering positive results for the people who live and work in the region."

- Bryan Hayes
Member of Parliament for Sault Ste. Marie

FedNor

Harper Government Invests to Support Local Entrepreneurs, Create Youth Employment and Stimulate Growth in Northern Ontario

<< News Release

Corporation of the City of Sault Ste. Marie
$839,500

The City of Sault Ste. Marie will receive $839,500 to revitalize its downtown core with streetscape improvements. The goal is to attract and retain private sector investment, as well as enhance the visitor experience. Sitting areas, lighting fixtures, new paving stones and sidewalks are among the planned upgrades for portions of Queen and Gore Streets.

Sault Ste. Marie Economic Development Corporation
$252,000

With a FedNor investment of $252,000, the Sault Ste. Marie Economic Development Corporation will establish and operate a small business incubator in the city's downtown core. The goal of the three-year initiative is to promote job creation and diversify the economy, focusing on small and medium-sized enterprises offering professional services such as engineering, accounting and graphic design. The incubator will offer business training for new and existing entrepreneurs who are seeking to expand and grow, helping them succeed in their business endeavours.

Youth Initiatives
$1,066,500

Since 1997, FedNor has helped provide more than 1450 young post-secondary graduates with their crucial first job, and assisted countless local organizations and businesses in growing the economy by helping them access a qualified and talented workforce. This investment of more than $1 million will enable 30 recent graduates from across Northern Ontario gain valuable on-the-job experience through FedNor youth internships, helping the successful candidates make the transition from the campus to the workplace. The interns' responsibilities will range from marketing and promotional work to research and coordinating activities. The host organizations receiving FedNor funding of up to $31,500 a year for each intern, for a maximum of two years, include:

- Chapleau Economic Development Corporation
- City of Elliot Lake
- Great Spirit Circle Trail
- Lacloche Manitoulin Business Assistance Corporation
- North Caribou Lake First Nation
- Hard-Line Solutions
- Canadore College
- Stroma Service Inc.
- City of North Bay
- Town of Cobalt
- Cranberry Products of Canada Limited
- Friends of the Muskoka Watershed
- Huntsville/Lake of Bays Chamber of Commerce
- Muskoka Chautauqua

- Muskoka CFDC
- Muskoka Lakes Museum Port Carling
- RJW Enterprises Inc.
- MIRARCo
- Northern Centre for Advanced Technology
- Symboticware Incorporated
- Avila Music School
- Municipality of Oliver Paipoonge
- Lakehead University
- Township of Red Rock
- Township of Schreiber
- Town of Kirkland Lake
- Keepers of the Circle Aboriginal Family Learning Centre
- Mushkegowuk Council
- Timmins Downtown Business Improvement Area Inc.
- Township of Harley

Private Sector Youth Internship Initiative

Established in 1997 as a pilot project, FedNor's Youth Internship Program was originally offered only to not-for-profit organizations. It was aimed at providing recent post-secondary graduates with valuable work experience to help curb youth outmigration, secure a skilled workforce for the future and lead to permanent employment in Northern Ontario. In 2002, private sector applicants were added as eligible recipients.

To help small and medium-sized enterprises in Northern Ontario further benefit from the talent and skills offered by post-secondary graduates to support business growth, FedNor is broadening access to internships by launching the Private Sector Youth Internship Initiative. This initiative will be delivered through two Community Futures Development Corporation (CFDC) Networks, on behalf of CFDCs across Northern Ontario.

Statistics Canada's 2011 Survey on Financing and Growth of small and medium-sized enterprises revealed that more than one-third of the Northern Ontario respondents cited a shortage of labour as an obstacle to growth. This initiative will provide Northern Ontario businesses with easier access to post-secondary graduates to support their business goals.

In general, funding would be provided as a non-repayable contribution of up to 50 percent of eligible costs to a maximum of $31,500 per internship, and would complement the current funding provided directly through FedNor for private sector internships.

"On behalf of all the funding recipients, I'd like to thank FedNor and Minister Rickford for their support of youth interns who provide organizations across the North with much sought-after skills. We recognize how important youth are to the vitality of our region. And on behalf of Sault Ste. Marie, we are excited about moving forward with two priority initiatives that will help address commercial vacancies in the downtown area and extend support services for sustainable business development."

- Debbie Amaroso
Mayor, City of Sault Ste. Marie

Related Products

- **Information sheet**

Associated Links

- To find out more about our programs and services, please visit: **fednor.gc.ca** and follow us on Twitter **@FedNor**.

Contacts

Alexandra Lemieux
Press Secretary
Office of the Honourable Greg Rickford
613-996-2007
Alexandra.Lemieux@NRCan-RNCan.gc.ca

Kim Fewchuk
Communications Officer
FedNor
705-971-4112 / 877-333-6673 Ext 306

Ministry of Municipal Affairs and Housing

Office of the Minister

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

Ministère des Affaires municipales et du Logement

Bureau du ministre

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

Ontario

14-63956

JUL 2 3 2014

Your Worship
Mayor Debbie Amaroso
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5N1

Dear Mayor Amaroso:

Thank you for your municipality's request for funding under the Ontario Disaster Relief Assistance Program (ODRAP) to compensate for clean-up costs associated with the rainstorm in Sault Ste. Marie on September 9, 2013. I am pleased to be able to respond to you.

ODRAP is designed to provide disaster assistance in situations where damage to private property or municipal infrastructure is so extensive that the cost of recovery would exceed the financial resources of a community.

I am advised that the City's costs associated with the flood, primarily for repairs to bridges and culverts, are estimated to be $2.9 million and that private damages are estimated at $0.88 million. After careful consideration of the information provided, along with analysis conducted by ministry staff, I have concluded that the amount of these estimated damages is not beyond the financial capacity of the City to manage. As a result, I have determined that the City of Sault Ste. Marie will not be declared a disaster area for the purposes of ODRAP.

Should you or Council have any questions about the ODRAP requirements for eligibility, please contact Mr. David King, Manager, Local Government in the Northern Municipal Services Office in Sudbury. He can be reached by telephone at 1-800-461-1193, extension 46853, or by email at david.king@ontario.ca.

Best regards,

Ted McMeekin
Minister

RECEIVED
AUG 0 1 2014
ADMINISTRATIVE

VETERAN'S COMMEMORATIVE MEMORIAL

Presentation to City Council
11 August 2014

Objective: To create a memorial to those citizens who have served their country, through the Armed Services of Canada

Purpose: To provide a formal and lasting tribute to the citizens of our community and area who have volunteered to serve. It is only proper and fitting that a tribute to their dedication and sacrifice be erected. Over time we have appropriately recognized those who have made the ultimate sacrifice in the service of their country in all the conflicts and wars through the cairn at the corner of Gore and North Street, the memorial wall in the Essar Arena, the memorial tower of the former Memorial Gardens, the Cenotaph on Queen St, the cairn at the former Abitibi Paper Mill site and the cairn at the Sault Canal Park. We have not, however paid tribute to all those who have served.

Background: The eye into the soul of a nation is its history. It is from this view that we are able to determine what the nation has stood for, how it has responded to the challenges, how it stood up to adversity, what is its value structure, - its ethos. Unless you are student of history, and many of her citizens may not be, you will not know of the values and challenges faced by many of her citizens or of the country's response in time of need. In particular you may not be aware of the sacrifices made by the "citizen soldiers" in the defense of our nation.

The evolution of Canada in becoming a nation and being a nation, in many respects occurred in the Sault area. Canada is not, has not been and by its very nature is not a warring nation. Yet we are a nation of individuals who will answer the call to protect our rights and those of others, from aggression, oppression and subversion. From the formation of the hamlet of Sault Ste Marie to the present day, our citizens have volunteered to defend their rights and to protection those of others.

1. The first recorded event of this Canadian character was prior to Canada becoming a nation, when volunteers from the Sault, mostly fur traders along with First Nations people and a small force of British Regulars of Britain's 10th Royal Veterans, from Fort St Joseph, captured Fort Michilimackinac in a surprise attack, without firing a shot.

2. The first official military volunteer unit from this area, known as the Sault Ste Marie Volunteer Infantry Company, was formed on January 27th, 1865, two years prior to confederation, to protect against the expected raids of the Fenian. It was these volunteers who patrolled the St Mary's River for Fenian agitators from Marquette, Michigan who had

threatened Sault Ste. Marie, a village of 304. The Militia patrolled the 60 mile stretch of shoreline between Gros Cap and Bruce Mines until the threat passed.

3. The first pathways across this nation were the river systems. This same system was taken by the Wolseley Expedition as it passed through the Sault to quell the Manitoba crises and eventually restore peace and good order.

4. Sault volunteers heard the call of the Empire for soldiers to fight in the two South Africa "Boer Wars".

5. The world fell into conflict, volunteers by the hundreds signed up for 5 battalions' worth of soldiers to fight in the First World War.

6. The local militia was called up for the protection of the now undefended border with the US, as the Second World War expanded. The defense of the vital industry, shipping channel and lock had to be protected. The local reserves were later sent to the Pacific coast to defend against a possible Japanese invasion, which never materialized.

7. The Korean "police action" was supported by local volunteers,

8. Most recently the deployment of yet again volunteers for the War in Afghanistan.

9. In addition, we have Canadian Armed Forces members and Reservists that have served in Peacekeeping/Peacemaking operations around the world, Canada has had more peacekeeping mission than any other nation in the world.

The citizens of Sault Ste Marie and local area have answered the call to duty, with honour and distinction. The Canadian Ideal has been defended by men and women, settlers and aboriginal peoples, probably in greater numbers than by much larger cities and towns than Sault Ste. Marie.

Site Selection: The actual site of such a tribute is as important as the tribute itself. It should be situated in a setting where the citizens have the time and space to note the contributions as well as the tranquility to reflect on them. It should be as close as possible to the area of the city that overlooks the location where the majority of these events/actions occurred. The area should not interfere with those monuments that pay tribute to the men and women who made the ultimate sacrifice for their nation. The area has to be such that commemorative services/ceremonies may be conducted to attract the largest gathering of Veterans and more importantly the citizens. The site should fall within an area of the city that is already recognized for its historical landmarks and historical events. It should be where the citizens and visitors will see it and note its significance.

Inclusiveness: The tribute shall acknowledge all women and men who have honourably served their country. The standard definition of veteran shall be used so as to be all inclusive. The military service of individuals is divided into the three service elements within the Canadian Forces the Navy, Army and Air Force. Within these elements, recognition of certain sub-elements will also be contained, i.e. the Merchant Navy. The three

services will be individually recognized within the structure by symbols and words and can be further amplified by a series of appropriate placards of local historical military facts/events/people along the board walk. Members of Police Services who have served in an "Operational Area" may also participate. In keeping with the duality of our Nation, all wording will be bilingual.

Funding: "They Gave Twice" is the theme of the memorial. Those citizens who volunteered their time and efforts for our collective security, will, for the most part pay for this tribute. The veterans will be recognized through their purchase of a brick marker. Those honourably discharged deceased or currently serving in the Canadian Armed Forces, Police Services or their families may purchase a brick marker and thus they give twice.

In addition, the tribute will be funded through an application for federal and provincial funds that are earmarked for this purpose, along with general donations. All contributions will be acknowledged within the memorial complex.

Concept of Operations: A focused and distinct memorial will be designed, crafted and erected in a setting allowing for reflection and thanks. The quality of the monument will leave the viewer with the vision of a work of art, aptly suited to such a setting and purpose. A fourth element will be the erection of the Canada Coat of Arms, on loan by Canada Post to complement the monument. The fifth and final element will be a series of plaques that outline individual historical military events that have occurred in the Sault area. We will ensure there is no duplication of plaques that already exist within our community.

Attachment: site plan (fold out)

DESIGN ENVIRONMENT
Landscape Architect Incorporated
98 Hanlan Shores Drive, Goulais River, Ontario P0S 1E0
Ph. (705) 649-5376 E-mail: designenvironment@shaw.ca

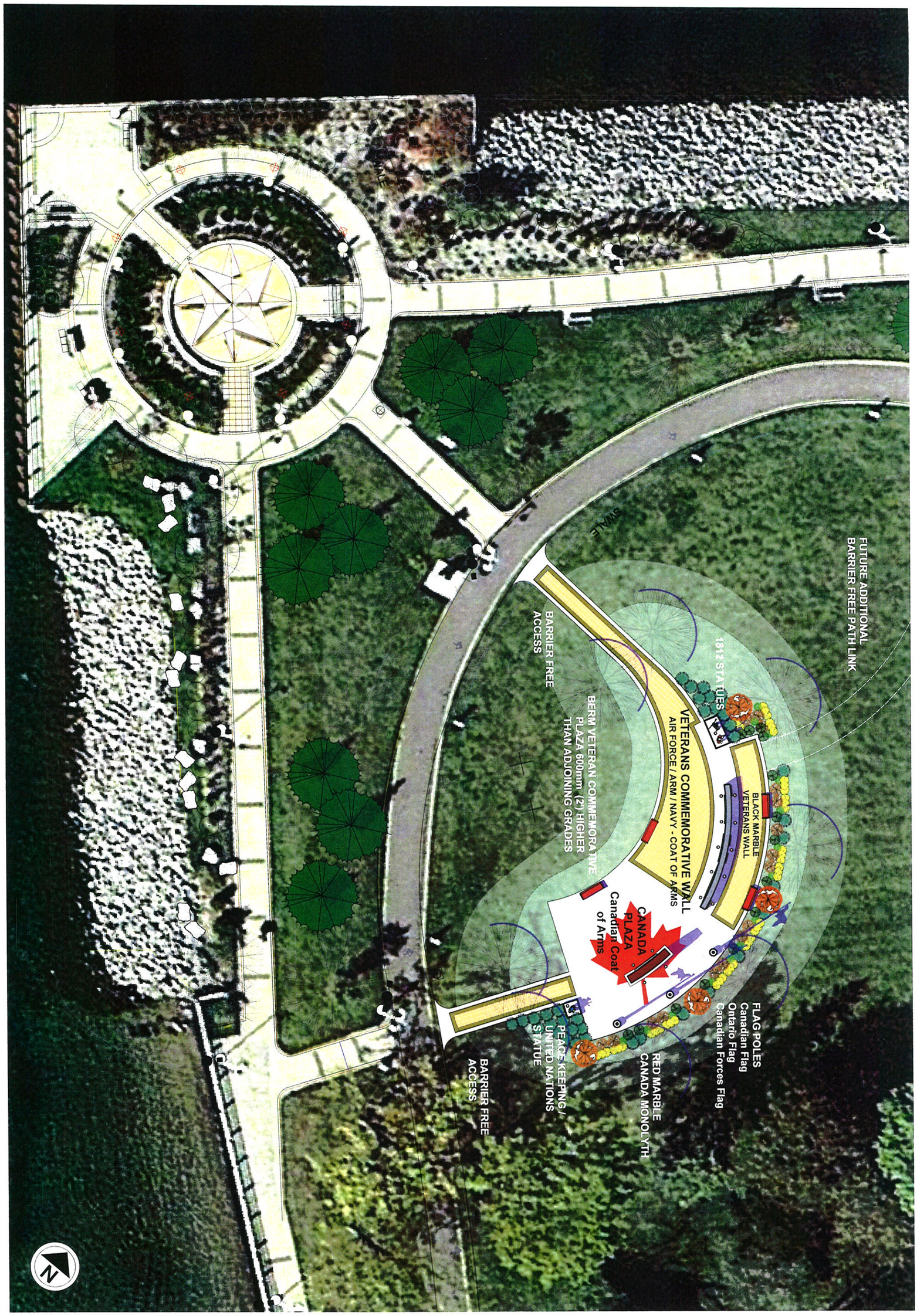
project
Canadian Veterans Commemorative
Memorial Master Plan
Clergue Park, Sault Ste. Marie, ON.

scale	1:300
date	July 24, 2014
checked by	e.kreps
drawn by	e.kreps
number	1406

revisions
1

drawing
Overall Site Master Plan

L1.0



drawing
Detailed Memorial Site Plan

L1.1

number
1406

scale
1 125

date
July 24, 2014

checked by
e kreps

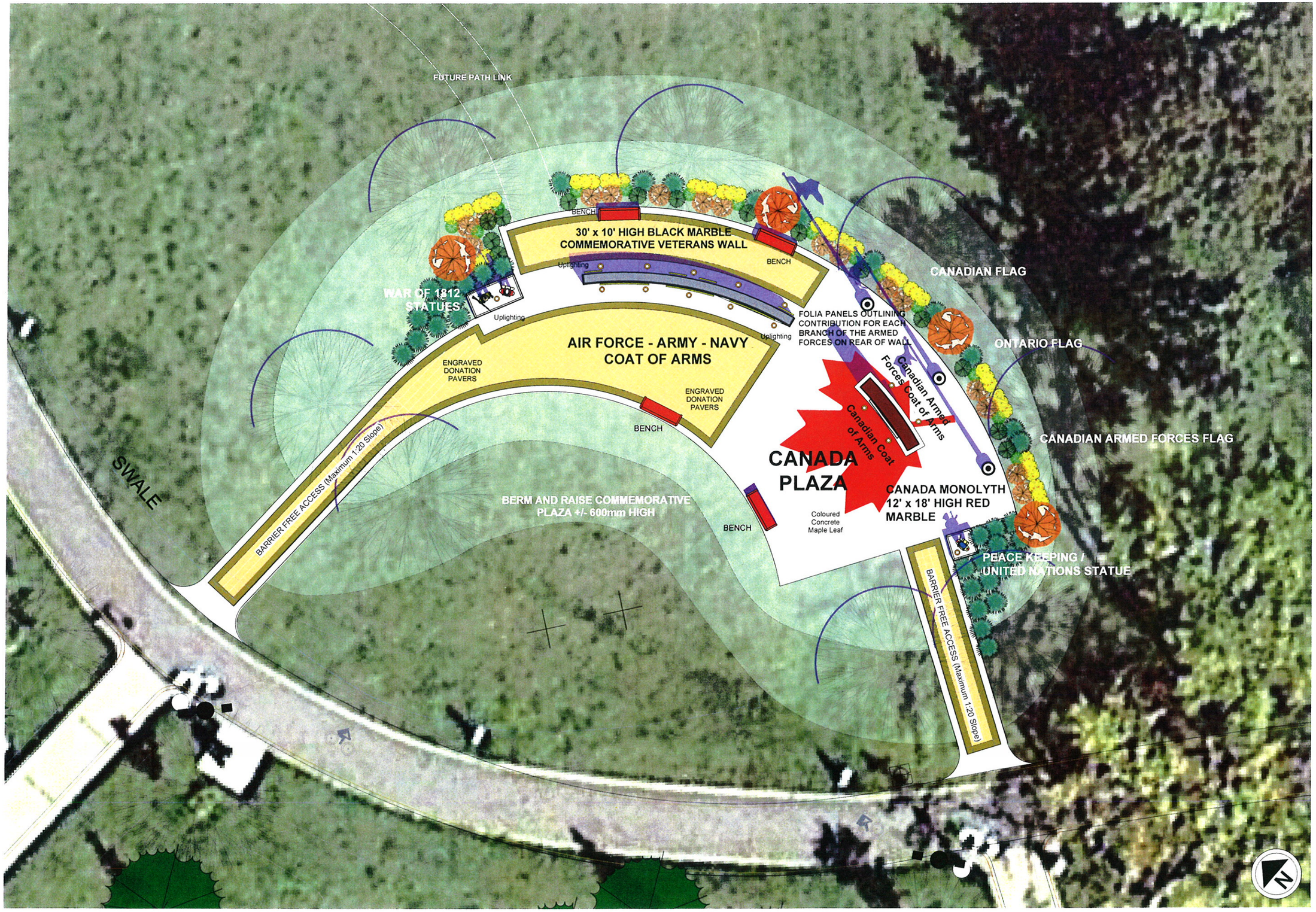
drawn by
e kreps

revisions
1

project
Canadian Veterans Commemorative
Memorial Master Plan
Clergue Park, Sault Ste. Marie, ON.

seal

DESIGN ENVIRONMENT
Landscape Architect Incorporated
98 Havilland Shores Drive, Goulais River, Ontario P0S 1E0
Ph. (705) 649-5576 E-mail: designenvironment@shaw.ca



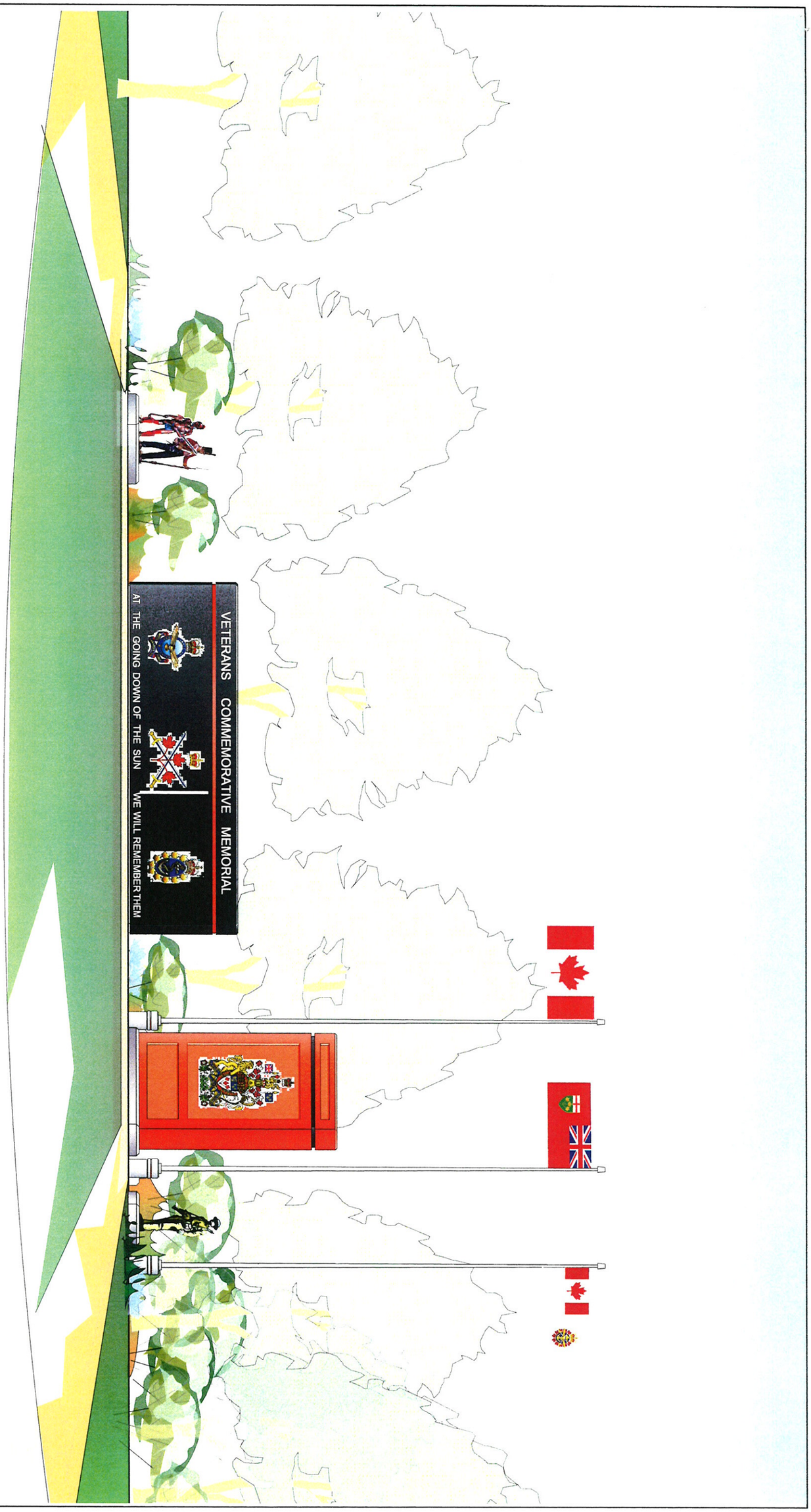
DESIGN ENVIRONMENT
Landscape Architect Incorporated
98 Haviland Shores Drive, Goulais River, Ontario P0S 1E0
Ph. (705) 649-5576 E-mail: designenvironment@shaw.ca

project
Canadian Veterans Commemorative
Memorial Master Plan
Clergue Park, Sault Ste. Marie, ON.

scale	1:75
date	July 24, 2014
checked by	e kreps
drawn by	e kreps
number	1406

drawing
Detailed Layoout Plan

L1.2



drawing: Front Elevation

scale: 1:50

date: July 24, 2014

checked by: e kreps

drawn by: e kreps

number: L2.0 1406

revisions: 1

project: Canadian Veterans Commemorative Memorial Master Plan
Clergue Park, Sault Ste. Marie, ON.

seal:

DESIGN ENVIRONMENT
Landscape Architect Incorporated
98 Havilland Shores Drive, Goulais River, Ontario P0S 1E0
Ph. (705) 649-5576 E-mail: designenvironment@shaw.ca

DESIGN ENVIRONMENT
Landscape Architect Incorporated
98 Havilland Shores Drive, Goulais River, Ontario P0S 1E0
Ph. (705) 649-5574 E-mail: designenvironment@shaw.ca

project	Canadian Veterans Commemorative Memorial Master Plan Clergue Park, Sault Ste. Marie, ON.
drawing	Rear Elevation
scale	1:40
date	July 24, 2014
checked by	e kreps
drawn by	e kreps
number	1406
revision	1
	L2.1

March 13, 2014

Canada Post
Local Area Manager
451 Queen St. E., Ste. 215
Sault Ste. Marie, ON P6A 1Z0

Mr. Caputo (Pino),

My apologies for the delay in communicating with you in a more timely manner.

I've been working closely with Clyde Healy whose military affiliation in Sault Ste. Marie is well known. The army, navy and air force have a very proud history in Sault Ste. Marie and are eager to display such in a more substantive manner. Each of the groups commemorates a significant event in their history, but to this point these events are held in separate and less than ideal locations.

The thought is for each to erect a monument with appropriate inscription, these monuments to be located adjacent to the riverside boardwalk. The natural focal point and linkage for the display is envisioned to be the Canadian Coat of Arms presently in your possession. All committed parties including the local Canadian Legion are supportive.

Prior to initiating any concrete action on the concept we wish to receive confirmation that the City of Sault Ste. Marie could take possession of the displaced Coat of Arms. We do appreciate that conditions may be present prior to any transfer.

We would like to introduce the concept to City Council in the near future. I would request of Council a resolution in principle and hopefully this would add some further credence to the transfer.

In the interim may I suggest you contact Clyde Healy directly at 705-246-3444 should you require further details of the project.

Sincerely,

S. Butland
Councillor Ward One

cc: B. Hayes, MP Sault Ste. Marie

Subject:	PLACEMENT OF MONUMENTS, MEMORIALS AND COMMEMORATIVE PLAQUES ALONG THE WATERFRONT WALKWAY
Department/Division:	Community Services - Recreation and Culture
Source:	Parks and Recreation Advisory Committee
Date:	2013 09 19 Page: 1 of 2

PURPOSE

This policy provides the procedure to be followed for the placement of monuments, memorials and commemorative plaques along the waterfront walkway.

AUTHORITY:

City Council has delegated authority to the Community Services Department and the Parks and Recreation Advisory Committee to recommend acceptance of requests for the placement of articles on the waterfront walkway.

ELIGIBILITY

Submissions must acknowledge a contribution of national or international significance and/or fame in the City or for the City of Sault Ste. Marie. Each application will be considered on its own merit.

Consideration will also be given to the placement of articles that enhance the appearance of the waterfront walkway. Acceptance of such articles will be at the discretion of the Selection Committee.

TERMS

The cost of materials and labour to supply and install any structure or plaque shall be the responsibility of the individual or group submitting the request.

The quality of materials used shall be subject to approval by the Selection Committee and City Council to ensure the item is compatible with and compliments the waterfront walkway.

The cost of replacement as a result of vandalism, theft or aging shall be the responsibility of the applicant.

Plaques

The applicant is legally responsible for the research and historical accuracy of the plaque inscription. The wording to be contained on any plaque shall be approved by the Selection Committee and City Council. Submissions can be referred to the Historic Sites Board to confirm authenticity.

Subject: PLACEMENT OF MONUMENTS, MEMORIALS AND COMMEMORATIVE PLAQUES ALONG THE WATERFRONT WALKWAY

Department/Division: Community Services - Recreation and Culture
Source: Parks and Recreation Advisory Committee
Date: 2013 09 18

TERMS (con't)

The City will attempt to accommodate the donor with his/her/their preferred location along the waterfront walkway. Final placement of the monument, memorial or commemorative plaque will be a decision of the Selection Committee.

PROCEDURE

An individual or group wishing to submit a request must provide a written proposal to the Manager Recreation and Culture. Such requests will be forwarded to a Selection Committee comprised of Parks and Recreation Advisory Committee Members and City Staff. Proposals will be reviewed and submitted to City Council for final approval or declination.

Upon approval, an agreement prepared by the City Solicitor will be entered into between the City and the applicant with respect to the actual entry upon City property, construction of the monument, memorial or commemorative plaque and its continued presence on the site.

APPROVALS

Approval of all submissions will be dependent on the availability of a suitable site on the waterfront walkway as determined by the Selection Committee at the time of application.

City staff will coordinate, upon request, the public presentation of new structures or plaques erected on the waterfront walkway. All costs associated with the presentation will be the responsibility of the applicant.

Applicants may be advised to reapply dependent on the availability of a suitable site on the current and future waterfront walkway.

The City retains the right to relocate the monument, memorial or commemorative plaque to an alternate site in the event the City requires the location for municipal use at some time in the future.

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Tasha Vanpio TELEPHONE: 942-2919

ADDRESS: 496 Queen St. POSTAL CODE: _____

The above person hereby makes application for the closing of

Queen Street

(Name of street to be closed)

from East St. to Brock St.

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

on the 23 day of August, 20 14 from 11 (am)/pm to 8 am/(pm)

for the purpose of Case's Music Block Party

APPROVALS SECTION:

1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 ~~Second Line~~ East
Sgt. R. Magnan # 209 AUG 0 6 2014
Signature of Official

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

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

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

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

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

CITY CLERK SECTION:

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

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Tasha Vanpio TELEPHONE: 942-2919

ADDRESS: 496 Queen St POSTAL CODE: _____

The above person hereby makes application for the closing of

Queen Street

(Name of street to be closed)

from East St. to Brock St.

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

on the 23 day of August, 20 14 from 11 (am)/pm to 8 am/(pm)

for the purpose of Case's Music Block Party

APPROVALS SECTION:

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

   _____
   Signature of Official

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

   _____
   Signature of Official

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

   _____
   Signature of Official

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

   _____
   Signature of Official

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

   _____
   Signature of Official

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

   _____
   Signature of Official

CITY CLERK SECTION:

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

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Tasha Vappio TELEPHONE: 942-2919

ADDRESS: 496 Queen St POSTAL CODE: _____

The above person hereby makes application for the closing of

Queen Street

(Name of street to be closed)

from East St to Brock St.

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

on the 23 day of August, 20 14 from 11 (am)/pm to 8 am/(pm)

for the purpose of Case's Music Block Party

APPROVALS SECTION:

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

   _____
   Signature of Official

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

   _____
   Signature of Official

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

   _____
   Signature of Official

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

   _____
   Signature of Official

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

   _____
   Signature of Official

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

   _____
   Signature of Official

CITY CLERK SECTION:

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

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Tasha Vanpio TELEPHONE: 942-2919

ADDRESS: 496 Queen St POSTAL CODE: _____

The above person hereby makes application for the closing of

Queen Street

(Name of street to be closed)

from East St to Brock St

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

on the 23 day of August, 20 14 from 11 (am)/pm to 8 am/(pm)

for the purpose of Case's Music Block Party

APPROVALS SECTION:

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

   _____
   Signature of Official

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

   _____
   Signature of Official

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

   _____
   Signature of Official

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

   _____
   Signature of Official

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

   _____
   Signature of Official

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

   _____
   Signature of Official

CITY CLERK SECTION:

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

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Tasha Vanpio TELEPHONE: 942-2919

ADDRESS: 496 Queen St. POSTAL CODE: _____

The above person hereby makes application for the closing of

Queen Street

(Name of street to be closed)

from East St. to Brock St.

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

on the 23 day of August, 2014 from 11 (am)/pm to 8 am/(pm)

for the purpose of Case's Music Block Party

APPROVALS SECTION:

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

_____
Signature of Official

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

_____
Signature of Official

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

_____
Signature of Official

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

_____
Signature of Official

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

_____
Signature of Official

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

_____
Signature of Official

CITY CLERK SECTION:

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

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 08 11

Mayor Debbie Amaroso and
Members of City Council

RE: STAFF TRAVEL REQUESTS

Dear Council:

The following staff travel request is presented to you for approval:

1. **Dan Crozier – Fire Services**
   Spartain Chassis Training
   October 5, 2014 – October 8, 2014
   Lansing, Michigan, USA
   Estimated total cost to the City - $ 1293.14
   Estimated net cost to the City - $ 1293.14

2. **Peter Tonazzo – Planning Division**
   Northeast Ontario Planning Workshop
   September 23, 2014 – September 24, 2014
   Sudbury, ON
   Estimated total cost to the City - $ 666.40
   Estimated net cost to the City - $ 666.40

Yours truly,

JMF: bb

Joseph M. Fratesi
Chief Administrative Officer

COUNCIL REPORT

August 11, 2014

TO: **Mayor Debbie Amaroso and Members of City Council**

AUTHOR: **Tim Gowans, Manager of Purchasing**

DEPARTMENT: **Finance Department**

RE: **Tender for South Exit Canopies – Northern Community Centre (2014CD03T)**

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply and erection of the South Exit Canopies at the Northern Community Centre as required by the Community Services Department.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held July 15, 2014 with Councillor Terry Sheehan representing City Council.

ANALYSIS

The tender received has been thoroughly evaluated and reviewed with the City's Consultant for the project, EPOH Consultants Inc., and Mr. Nick Apostle, Commissioner of Community Services. Mr. Kenneth Oliver's report concerning the tender received is attached for your reference.

IMPACT

Funding for the project has been allocated from the 2013 Budget Surplus and the tendered amount is within this allocation.

STRATEGIC PLAN

The supply and erection of South Exit Canopies at the Northern Community Centre is listed in the Corporate Strategic Plan as part of Objective 3A – Recreational/Cultural Infrastructure, Strategic Direction 3 – Enhancing Quality of Life.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2014 08 11 be received and the recommendation that the tender for the supply and erection of the South Exit Canopies at the Northern Community Centre be awarded to George Stone & Sons Ltd. at their low tendered price, meeting specifications, of $136,375.00 plus HST be approved; and further that the City's Consultant, EPOH Consultant's Inc., be authorized to provide a Letter of Intent formally authorizing George Stone & Sons Ltd. to proceed with this project. A By-law authorizing signature of a formal contract for the project will appear on a future Council Agenda.

Respectfully submitted,

Tim Gowans
Manager of Purchasing

Recommended for approval,

W. Freiburger, CPA, CMA
Commissioner of Finance & Treasurer

Recommended for approval,

Joseph M. Fratesi
Chief Administrative Officer

TG:nt

EPOH

18 July 2014 EPOH #1222

The Corporation of the City of Sault Ste. Marie
99 Foster Drive, Civic Centre, Level 2
Sault Ste. Marie, ON P6A 5X6

Attention: **Nick Apostle**
Commissioner of Community Services

Via email: n.apostle@cityssm.on.ca

RE: **Northern Community Center**
South Exit Canopies, 2014
556 Goulais Avenue
Sault Ste. Marie, Ontario

Tender Recommendation

Dear Sir:

Tenders for the above-noted project were received at the Clerk's Office of the Sault Ste. Marie Civic Centre on or before 2:00:00 pm July 15th 2014. These submissions were opened in a public meeting at 3:00 pm the same day. Only one tender was received for the project. This original tender was retained at the city, and a copy was provided for files and detailed review.

George Stone & Sons Ltd. $136,375.00

As your consultants, we have reviewed the tender submissions and have concluded that the low tender received from George Stone and Sons Ltd., is complete, without errors and meets the requirements of the tender call. Their base tender amount is **$136,375.00** plus HST, for a total contract amount of **$154,103.75**. We therefore recommend that the contract for the Work be awarded to **George Stone and Sons of Sault Ste. Marie, Ontario**. If you are in agreement with this recommendation, please countersign this document in the space provided, and return a copy to our office.

The tenders are open for evaluation and award for a period of 90 (ninety) days from the date of tender close. Therefore the contract must be awarded, or letter of intent issued to the contractor, on or before **October 13th 2014**.

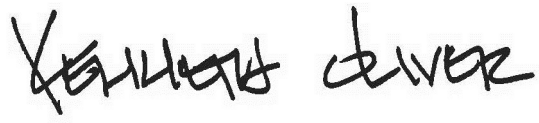
Upon receipt of the countersigned letter, we will issue the **"Letter of Intent"** to the contractor on your behalf. This letter indicates your intent to enter into a contract for the project for the amount indicated herein, and allows the Contractor to formalize their agreements with their subcontractors to commence the Work. Subsequent to the issuance of the "Letter of Intent," we will proceed to draft and forward the formal CCDC Contracts for execution.

Should you have any questions, comments or require any additional information, please do not hesitate to contact the writer.

FRANCO PASTORE JEANETTE BIEMANN KENNETH OLIVER RYAN CROWLE
ARCHITECTS ENGINEERS INTERIOR DESIGN
726 QUEEN STREET EAST SAULT STE. MARIE, ONTARIO CANADA T 705 949 5291 F 705 949 9292
INFO@EPOHINC.COM WWW.EPOHINC.COM

Yours very truly,

EPOH Inc.



_____

Kenneth Oliver *A.Sc.T., Technologist OAAAS*
Principal **EPOH Inc.**

Owner's Authorized Representative

_____ _____

Signature Print Name

_____

Date

COUNCIL REPORT

August 11, 2014

TO: **Mayor Debbie Amaroso and Members of City Council**

AUTHOR: **Tim Gowans, Manager of Purchasing**

DEPARTMENT: **Finance Department**

RE: **Tender for Two (2) Community Buses**

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply and delivery of two (2) Community Buses required by the Transit & Parking Division of the Public Works & Transportation Department.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held July 22, 2014, with Councillor Paul Christian representing City Council.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with Mr. Bob Camirand, Shop Foreman-Transit Division, and Mr. Sam Piraino, Assistant Manager of Transit & Parking, and the low tendered price, meeting specifications, has been identified on the attached summary.

IMPACT

Funding for these vehicles has been approved with $100,000.00 from the 2014 Capital from Current Budget; and $220,000.00 from the Transit Equipment Reserve.

STRATEGIC PLAN

Purchase of these two (2) Community Buses is not listed as an activity under the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the Report of the Manager of Purchasing dated 2014 08 11 be received and the recommendation that the tender for the supply and delivery of two (2) Community Buses be awarded to Overland Custom Coach (2007) Inc., at their low tendered price, meeting specifications, of $254,784.00 plus HST ($248,300.00 base tender plus $6,484.00 for options – front roll signs and back-up cameras) be approved.

Respectfully submitted,



Tim Gowans
Manager of Purchasing

Recommended for approval,



W. Freiburger, CPA, CMA
Commissioner of Finance & Treasurer

Recommended for approval,



Joseph M. Fratesi
Chief Administrative Officer

TG:nt

FINANCE DEPARTMENT
PURCHASING DIVISION
Budget Amount: $320,000.00

RECEIVED: July 22, 2014
File #2014CK08T

SUMMARY OF TENDERS
TWO (2) COMMUNITY BUSES

Firm	Option	Make & Model	Delivery	Warranty	Tendered Price Per Bus (H.S.T. Extra)	Tendered Price For Two (2) Buses (H.S.T. Extra)	Remarks
Creative Carriage Ltd. St. George, ON		Chassis: 2015 GM 4500 Body: 2014 Arboc Freedom	120 w/days	Chassis: 3 year, 60,000 km Body: 5 year, 160,000 km	$129,000.00	**$258,000.00**	Meets Specifications with Minor Variances
Crestline Coach Ltd. Saskatoon, SK	Opt. 1	Chassis: 2014 Chev G4500 Body: 2014 Goshen Mainstream	121 w/days	Chassis: 3 year, 60,000 km Body: 1 year, 20,000 km Comp. Body: 6 year, 100,000 km Struct.	$130,002.58	**$260,005.16**	Meets Specifications
	Opt. 2	Chassis: 2014 Ford E450 Body: 2014 Goshen Mainstream	121 w/days	Chassis: Ford OEM Body: 1 year, 20,000 km Comp. Body: 6 year, 100,000 km Struct.	$127,882.58	**$255,765.16**	Does Not Meet Specifications Front end suspension less than requested
Leeds Transit Inc. Elgin, ON		Chassis: 2015 Ford E450 Body: 2015 Champion Low Floor	180-210 w/days	Chassis: Ford OEM Body: 1 year, 12,000 Miles Comp. Body: 5 year, 75,000 Miles Struct.	$142,588.00	**$285,176.00**	Meets Specifications
Overland Custom Coach (2007) Inc. Thorndale, ON		Chassis: 2015 GMC Savana G4500 Body: 2015 Glaval Titan II LF	86 w/days from chassis receipt	Basic: 3 year, 60,000 km Engine/Tran: 5 year, 160,000 km Body: 5 year, 160,000 km Struct.	$124,150.00	**$248,300.00**	Meets Specifications

NOTE: The low tendered price, meeting specifications, is boxed above.
The total cost to the City will be $252,670.08 including the non-refundable portion of the H.S.T. (Optional Equipment Extra)
It is my recommendation that the low tendered price, meeting specifications, submitted by Overland Custome Coach (2007) Inc., be accepted.

Tim Gowans
Manager of Purchasing

COUNCIL REPORT

August 11, 2014

TO: **Mayor Debbie Amaroso and Members of City Council**

AUTHOR: **Tim Gowans, Manager of Purchasing**

DEPARTMENT: **Finance Department**

RE: **Power of Attorney for U.S. Customs Clearance**

PURPOSE

Council's approval is requested to appoint Cole International to provide Customs Clearance documents for U.S. Customs. A Power of Attorney is required.

BACKGROUND

On an infrequent basis; generally five (5) to ten (10) times annually; the City sends City-owned equipment, mostly measuring devices, to companies in the United States for repair and calibration. A U.S. Customs Broker is required to complete the necessary paperwork associated with this.

ANALYSIS

Cole International is the City's long term provider of Customs Brokerage services for shipments imported into Canada and exported to the United States. Presently, Cole is using DHL Global Forwarding for Customs Clearances to the U.S. on the City's behalf. Cole International is now able to provide this service itself through Cole U.S.A. Consolidation of all Customs Clearance services with Cole International will allow for increased efficiencies in operations through a single point of contact for all shipments.

IMPACT

The cost of Customs Clearance fees is the responsibility of the individual Departments. Shipments to the U.S. with a value of less than $2,500.00 will result in a transaction cost of $90.00 for brokerage fees and bonding.

STRATEGIC PLAN

Provision of Customs Clearance is not an activity listed in the Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2014 08 11 be received, and the recommendation that a Power of Attorney be signed appointing Cole International to process Customs Clearances for shipments to the United States be approved. A By-law authorizing signature of the Power of Attorney appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

Tim Gowans
Manager of Purchasing

Recommended for approval,

W. Freiburger, CPA, CMA
Commissioner of Finance & Treasurer

Recommended for approval,

Joseph M. Fratesi
Chief Administrative Officer

TG:nt

COUNCIL REPORT

August 11, 2014

TO: **Mayor Debbie Amaroso and Members of City Council**

AUTHOR: **Tim Gowans, Manager of Purchasing**

DEPARTMENT: **Finance Department**

RE: **Bell Mobility Cellular Service Contract**

PURPOSE

The purpose of this report is to seek Council approval of a new contract for the provision of cellular service with Bell Mobility.

BACKGROUND

Bell Mobility has been the City's provider of cellular service since the beginning of the use of mobile devices by the City. Cell phones and associated devices have become a vital tool with approximately 291 devices in use by the City; 175 phones and 116 data devices.

ANALYSIS

The contract and pricing utilized to the City is traditionally based on the pricing secured by the RFP issued by the Provincial Ministry of Government Services (M.G.S.). A Competitive Procurement process is conducted by M.G.S on behalf of Provincial Agencies, and Provincially Funded Organizations such as municipalities. M.G.S. selected Rogers Telecommunications as the primary preferred proponent. The City is eligible for the proposed terms negotiated by M.G.S.

Bell Mobility has offered the City a contract which mirrors the pricing submitted to M.G.S. Voice plans will be priced at $5.00 monthly for unlimited minutes; presently they are $20.00 monthly for 250 minutes. Data will be priced on a tiered basis, based on usage, from $15.25 to a maximum of $50.00 monthly; presently to a maximum of $60.00 monthly.

A switch to another provider would result in penalties for early termination of contracts for individual devices as well as the costs associated with an en-masse change in hardware.

The City's I.T. Division supports the cellular devices in use by the City. A switch in providers will represent additional challenges to this support.

IMPACT
The cost of cellular devices and service is the responsibility of the individual Department. The new pricing will result in potential savings of $7,000.00 monthly across the Corporation; approximately 50% of present billings.

STRATEGIC PLAN
Cellular devices and service is not an activity listed in the Corporate Strategic Plan.

RECOMMENDATION
Resolved that the report of the Manager of Purchasing dated 2014 08 11 be received, and the recommendation that a Contract to Bell Mobility for the provision of Cellular Devices and Service for a period of four (4) years commencing September 1, 2014 be approved. By-law 2014-173 authorizing signature of the Bell Mobility Contract appears elsewhere on the Agenda.

Respectfully submitted,



Tim Gowans
Manager of Purchasing

Recommended for approval,



W. Freiburger, CPA, CMA
Commissioner of Finance & Treasurer

Recommended for approval,

Joseph M. Fratesi
Chief Administrative Officer

TG:nt

COUNCIL REPORT

August 11, 2014

TO: **Mayor Debbie Amaroso and Members of City Council**

AUTHOR: **Peter Liepa, Tax Collector**

DEPARTMENT: **Finance Department**

RE: **Property Tax Appeals**

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

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

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

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

STRATEGIC PLAN
Not applicable.

RECOMMENDATION
It is therefore recommended that Council take the following action:

Resolved that the report of the City Tax Collector dated 2014 08 11 concerning Property Tax Appeals be received and the recommendation that the tax records be amended pursuant to Section 357 of the Municipal Act be approved.

Respectfully submitted,

Peter A. Liepa
City Tax Collector

Recommended for approval,

W. Freiburger, CPA, CMA
Commissioner of Finance & Treasurer

Recommended for approval,

Joseph M. Fratesi
Chief Administrative Officer

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

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

DATE: 2014 08 11

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS TAXES	CANCELLATIONS INTEREST	TOTAL ADJUSTMENT
2013								
020-042-175-00	673 Queen St E	Vitantonio Tassone	CT	E	13-050	512.72	-	512.72
040-020-080-00	151 Walnut St.	Robert Holland	RT	D	13-051	317.44	5.21	322.65
060-006-021-00	603 Douglas St R	City of Sault Ste Marie	RT	B	13-052	340.79	59.36	400.15
2014								
060-002-001-00	633 Wallace Terrace	Destiny Christian Centre	CT	F	14-002	2,402.35	-	2,402.35
060-005-052-00	80 Glasgow Ave	City of Sault Ste Marie	RT	B	14-003	533.21	14.81	548.02
060-006-021-00	603 Douglas St R	City of Sault Ste Marie	RT	B	14-004	341.77	9.60	351.37
060-007-103-00	189 Carufel Ave R	City of Sault Ste Marie	RT	B	14-005	48.71	1.42	50.13
			REPORT	TOTAL		4,496.99	90.40	4,587.39

Certified Correct:

Peter A Liepa
Tax Collector

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

COUNCIL REPORT

August 11, 2014

TO: **Mayor Debbie Amaroso and Members of City Council**

AUTHOR: **Shelley Schell, Manager of Finance and Budgets**

DEPARTMENT: **Finance Department**

RE: **Provincial 2014 Budget: Implications to the City**

PURPOSE

The purpose of this report is to provide Council with a summary of the 2014 Provincial Budget and how it directly impacts the City.

BACKGROUND

On July 14, 2014, the provincial government re-introduced its 2014 budget, entitled Building Opportunity, Securing our Future. Bill 14, Building Opportunity and Securing our Future Act (Budget Measures), 2014 has been tabled, but needs to be passed by the legislature before any of the measures come into effect.

ANALYSIS

The 2014 Provincial Budget is the government's proposed plan for "…a strong Ontario with more opportunity and a more secure future." The majority of the plan deals directly with Provincial matters but there are a few items that will impact the municipal budget going forward into 2015.

Long-Term Care Homes

The Provincial plan reiterates its commitment to provide safe, sustainable homes for seniors and they propose further investment in the Long Term Care sector. Within this portion of the budget plan, the government is proposing an amendment to the Assessment Act, which, if passed, will exempt all charitable and non-profit long term care homes from property taxation, "allowing them to devote more of their resources to front-line care services."

In contacting the Ministry of Finance about this proposal, we were told that the Ministry would be working with the Ministry of Health to draft an enabling regulation setting out the criteria for tax exemption, once it was passed by the Legislature. We expect this change will result in a minimum of $500,000 of lost tax revenue. Until the criteria have been set we will not know the exact impact and it is possible that the tax revenue loss could be greater.

Power Dam Special Payment Program

The Province has been providing a special annual payment to municipalities hosting hydro-electric generating stations to reflect the amount of property tax revenue that each municipality received from these stations prior to 2001, when the stations became exempt. The Province will be phasing down the program from $18.7 million in 2014 to $14.3 million in 2017, or approximately a 25% reduction.

In 2014, the City received $1,568,440 for the power dam special payment. In 2015, the phase down will decrease the payment by approximately $50,300 and by 2017 our payment will be down to $1.2 million, for a total decrease in revenue of $369,000.

Ontario Municipal Partnership Fund (OMPF)

The OMPF is the Province's main unconditional transfer payment to municipalities. It primarily supports rural and northern communities due to their unique challenges. In 2012, the Province announced the phase-down of the OMPF to $500 million by 2016.

The Province will continue the phase-down to $500 million, but will now phase-down to $515 million in 2015, whereas previous to the budget the phase-down was $525. The increase in the phase-down will mean an additional decrease to the City of approximately $150,000. The total decrease to the OMPF for 2015 could be around $1 million. The exact amount will not be known until the Province releases the 2015 allocations.

Support for Front-Line Child Care Workers

The Province is providing support to increase the per hour wage of child care workers who work in licensed child care centres to bring the wage closer to an ECE wage of over $22/hour in a school board. Our day care centre workers earn more than an ECE in a school board so the City would not see additional funding.

Investment in Municipal Infrastructure

The municipal roads and bridges fund of $100 million per year is being made permanent. The fund will include application- and formula-based funding for eligible municipalities, with the objective of transitioning to full formula-based funding over time.

Recent investments made previously by the Province to the City include the widening of Second Line East and the rehabilitation of 4 single lane bridges in conjunction with Prince Township.

New Dedicated Funds for Investment in Transportation Infrastructure

Two new dedicated funds will be created to support infrastructure projects that are essential to Ontario's immediate and long-term economic growth and job creation. Approximately half of the new dedicated fund will be used to address congestion in the Greater Toronto and Hamilton area. The rest of the funding would be set aside to invest in roads, bridges, public transit and other critical infrastructure outside of this area. Until further details are released we cannot quantify funding opportunities for the City.

Other

The Provincial budget also plans to expand the Investment in Affordable Housing Program and increase social assistance benefits. These items are dealt with by the Sault Ste. Marie District Social Service Administration Board and will be addressed by them separately in the future.

IMPACT
Several of the plans in the 2014 Provincial budget will have an impact on the City's 2015 budget. The most significant to the City will be the potential lost tax revenue from long term care homes and the decrease in the OMPF. Finance will provide the exact impact to the 2015 budget when the details are released by the Province.

STRATEGIC PLAN
Not applicable.

RECOMMENDATION
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Finance and Budgets, dated 2014 08 11 concerning the 2014 Provincial Budget implications to the City be received as information.

Respectfully submitted,

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

Recommended for approval,

W. Freiburger, CPA, CMA
Commissioner of Finance & Treasurer

Recommended for approval,

Joseph M. Fratesi
Chief Administrative Officer

COUNCIL REPORT

August 11, 2014

TO: **Mayor Debbie Amaroso and Members of City Council**

AUTHOR: **Shelley Schell, Manager of Finance and Budgets**

DEPARTMENT: **Finance Department**

RE: **2014 Six Month Financial Report**

PURPOSE

The purpose of this report is to provide Council the Six Month Financial Report ending June 30, 2014.

BACKGROUND

This report is prepared quarterly for the information of Council.

ANALYSIS

The first 6 months of 2014 generally are trending on budget with the exception of the following items:

Winter Control is estimated to be approximately $1.0 million over budget by the end of the year due to the numerous winter events and length of winter experienced in the first half of this year.

Corporate will be in a positive position at year end from higher interest and investment income.

Council is reminded that $2.1 million of surplus was used to reduce the levy for 2014. We will not have this level of surplus to use in 2015 based upon the Six Month Financial Results.

IMPACT

Staff will continue to monitor financial operations and report again to Council with the Nine Month Financial Report. We will also monitor the impact of the recent Provincial Budget and the effect of potential tax exemptions to long term care homes.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Finance and Budgets dated 2014 08 11 concerning the Six Month Financial Report be received as information.

Respectfully submitted,

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

Recommended for approval,

W. Freiburger, CPA, CMA
Commissioner of Finance & Treasurer

Recommended for approval,

Joseph M. Fratesi
Chief Administrative Officer

Tax Revenue

Taxation: Municipal tax levy only is included. Also included is supplementary taxes and local improvement charges. Education levy is excluded as it is only a levy collected on behalf of another and not a revenue source to the municipality.

Payment in Lieu of Taxes (PIL): Amounts received to compensate a local government for some or all of the tax revenue that it loses because of the nature of the use or ownership of a piece of property. (Wikipedia.org) PIL's are received from post secondary instituitions, correctional facilities, federal, provincial and some municipal properties.

Non-Tax Revenue

Fees and User Charges: Charges imposed by a municipality for a particular municipal function. Examples include: Landfill tipping fees, transit fares, recreation programs, concession revenue, permit fees, fine revenue, sewer surcharges billed to taxpayers.

Government Grants: Conditional and Unconditional federal, provincial or municipal revenue received or receivable. Includes the Ontario Municipal Partnership Fund (OMPF) unconditional grant.

Investment Income: Income generated on assets, such as bank deposits, receivable balances (taxes, notes receivable and general accounts receivable), dividends payments (ie. PUC Inc.)

Contribution from Own Funds: Sources of revenue from Obligatory Reserve Funds (restricted in their use), Discretionary Reserve Funds and Reserves (available for the discretionary use of Council).

Other Income: Other miscellaneous revenue including Gaming and Casino Revenue.

Prior Year Surplus: Total amount of prior year surplus, including amounts allocated to Reserves and the Capital Fund.

Expenses

Salaries and Benefits: All union and non-union, full-time and part-time salaries and applicable benefits. Also includes Worker's Safety and Insurance Board (WSIB) payments.

Travel and Training: All costs relating to training and travel. Includes Mayor and Council also.

Election: Miscellaneous municipal election costs. Does not include salaries/benefits.

Vehicle Allowance, Maintenance and Repairs: Includes all vehicle costs, excluding fuel.

Utilities and Fuel: All utility costs (electricity, natural gas, water) and fuel (including vehicle fuel). Also includes Streetlight and Fire Hydrant costs.

Materials and Supplies: All tangible operating supplies.

Maintenance & Repairs: All non-vehicle related maintenance and repairs. Includes Information Technology (IT) hardware and software support agreements, maintenance and repairs to city-owned buiildings.

Program Expenses: Community Services Department (CSD) recreation and culture programming costs.

Goods for Resale: Community Services Department (CSD) goods purchased for resale for concessions. Marinas and gift shop. Also includes purchase of marriage certificates by Clerks's for resale.

Rents and Leases: Cost of leased premises and equipment.

Taxes and Licenses: Corporate insurance, electrical permit license, vehicle licenses and property taxes paid for municipal business operations.

Financial Expenses: Property tax writeoffs and refunds, bank charges and credit/debit card fees.

Purchased and Contracted Services: Services contracted to others (garbage collection, operation of sewages treatment plant) and services purchased for municipal operations.

Grants to Others: Amounts levied to municipality by outside organizations (District Social Services Board (DSSAB), Algoma Public Health, Conservation Authority, Humane Society, Library Board) and grants to other outside organizations as approved by Council.

Long Term Debt: Interest and principle payments for long term debt. Note: audited financial statements reflect long term debt interest only, in accordance with Generally Accepted Accounting Principles (GAAP).

Transfer to Own Funds: Operating funds transferred to Discretionary Reserve Funds and Reserves for future discretionary use by Council.

Capital Expense: Small capital purchases. Note: audited financial statement will reflect some of these purchases as fixed assets. They will be removed from operations, capitalized and depreciated over the useful life of the asset.

Recoverable Costs: Costs recovered by one department from another.

CITY OF SAULT STE MARIE OPERATING FUND

2014 - SECOND QUARTER ENDED
JUNE 30

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2013 Actual	2013 Actual
FISCAL YEAR REMAINING% :				50%	***YTD TO: June***	***Year***
REVENUE						
Taxation	($100,464,993.71)	(102,381,325.00)	(1,916,331.29)	1.87%	***(98,879,301.77)***	***(102,063,300.12)***
Payment in Lleu of taxes	(2,022,355.53)	($4,430,690.00)	($2,408,334.47)	54.36%	***($2,503,429.49)***	***($4,432,019.53)***
Fees and user charges	(18,598,995.74)	($46,713,825.00)	($28,114,829.26)	60.19%	***($20,127,415.19)***	***($45,124,834.51)***
Government grants	(9,348,334.73)	($20,629,625.00)	($11,281,290.27)	54.68%	***($9,699,154.39)***	***($22,404,717.26)***
Interest and Investment income	(2,573,185.03)	($4,305,000.00)	($1,731,814.97)	40.23%	***($1,599,861.77)***	***($5,484,368.26)***
Contribution from own funds	(270,927.70)	($625,315.00)	($354,387.30)	56.67%	***($324,284.92)***	***($1,640,385.56)***
Other income	(466,760.56)	($1,481,205.00)	($1,014,444.44)	68.49%	***($505,617.74)***	***($1,788,453.58)***
Prior year surplus	(3,620,054.00)	($3,620,054.00)	$0.00		***($3,158,356.00)***	***($3,158,356.00)***
	(137,365,607.00)	($184,187,039.00)	($46,821,432.00)	25.42%	***($136,797,421.27)***	***($186,096,434.82)***
EXPENDITURES						
Salaries	32,721,527.94	$71,342,467.00	$38,620,939.06	54.13%	***$32,673,201.05***	***$69,385,695.44***
Benefits	9,034,063.64	$19,343,292.00	$10,309,228.36	53.30%	***$8,445,263.36***	***$18,677,920.49***
TOTAL SALARIES/BENEFITS	**41,755,591.58**	**$90,685,759.00**	**$48,930,167.42**	**53.96%**	***$41,118,464.41***	***$88,063,615.93***
Travel and training	304,549.18	$850,385.00	$545,835.82	64.19%	***$245,124.65***	***$527,759.46***
Election		$15,000.00	$15,000.00	100.00%	***$0.00***	***$0.00***
Vehicle allowance, maintenance and repairs	2,356,440.83	$3,953,345.00	$1,596,904.17	40.39%	***$1,935,340.34***	***$3,984,383.73***
Utilities and Fuel	4,880,367.31	$8,355,280.00	$3,474,912.69	41.59%	***$3,732,944.90***	***$8,757,744.04***
Materials and supplies	2,986,435.41	$6,874,140.00	$3,887,704.59	56.56%	***$3,400,177.06***	***$8,190,266.84***
Maintenance and repairs	1,146,401.55	$2,301,265.00	$1,154,863.45	50.18%	***$1,168,463.05***	***$2,457,140.85***
Program expenses	42,413.04	$140,950.00	$98,536.96	69.91%	***$53,480.18***	***$104,478.45***
Goods for resale	243,345.31	$639,495.00	$396,149.69	61.95%	***$292,673.85***	***$640,440.22***
Rents and leases	227,414.87	$589,390.00	$361,975.13	61.42%	***$312,117.08***	***$516,807.68***
Taxes and licenses	178,530.90	$2,179,135.00	$2,000,604.10	91.81%	***$1,857,917.48***	***$2,062,852.95***
Financial expenses	1,516,814.33	$2,593,250.00	$1,076,435.67	41.51%	***$1,226,774.45***	***$2,552,976.31***
Purchased and contracted services	3,581,419.93	$10,500,270.00	$6,918,850.07	65.89%	***$4,369,656.59***	***$10,000,324.28***
Grants to others	18,663,514.65	$26,051,115.00	$7,387,600.35	28.36%	***$18,796,688.91***	***$27,742,429.40***
Long term debt	2,259,861.55	$9,753,080.00	$7,493,218.45	76.83%	***$2,218,386.84***	***$9,122,048.97***
Transfer to own funds	4,144,874.70	$18,280,520.00	$14,135,645.30	77.33%	***$5,399,578.68***	***$17,514,258.91***
Capital expense	468,920.48	$762,715.00	$293,794.52	38.52%	***$461,218.04***	***$799,272.51***
Depreciation		$0.00	$0.00		***$0.00***	***$15,103,302.56***
Gain/Loss on Disposal of Capital Assets		$0.00	$0.00		***$0.00***	***$51,101.18***
Less: recoverable costs	(177,717.85)	($338,055.00)	($160,337.15)	47.43%	***($152,031.39)***	***($560,419.71)***
TOTAL OTHER EXPENSES	**42,823,586.19**	**$93,501,280.00**	**$50,677,693.81**	**54.20%**	***$45,318,510.71***	***$109,567,168.63***
	84,579,177.77	$184,187,039.00	$99,607,861.23	54.08%	***$86,436,975.12***	***$197,630,784.56***
NET (REVENUE)/EXPENDITURE	**(52,786,429.23)**	**$0.00**	**$52,786,429.23**		***($50,360,446.15)***	***$11,534,349.74***

Mayor and Council	$328,680.75	$739,405.00	$410,724.25
Chief Administrative Officer	$171,181.96	$379,740.00	$208,558.04
Human Resources	$681,357.60	$1,541,875.00	$860,517.40
Clerks	$223,074.57	$1,014,830.00	$791,755.43
Finance	$3,526,773.47	$7,004,665.00	$3,477,891.53
Legal	($508,085.89)	$1,173,720.00	$1,681,805.89
Fire Services	$6,310,875.19	$13,148,700.00	$6,837,824.81
Police Services	$11,927,650.56	$24,085,859.00	$12,158,208.44
Engineering and Planning	$6,338,265.25	$13,553,630.00	$7,215,364.75
Public Works and Transportation	$14,984,887.99	$32,387,330.00	$17,402,442.01
Community Services Department	$2,012,263.79	$5,495,795.00	$3,483,531.21
Social Services	$12,004,508.51	$16,192,135.00	$4,187,626.49
Levy Board	$1,649,077.00	$2,198,770.00	$549,693.00
Outside Agencies	$2,253,596.42	$4,408,535.00	$2,154,938.58
Outside Agencies - Other	$1,243,970.44	$2,067,470.00	$823,499.56
Economic Diversification	$554,854.90	$500,000.00	($54,854.90)
Corporate	($118,576,338.49)	($135,295,539.00)	($16,719,200.51)
Capital and Debt	$2,086,976.75	$9,403,080.00	$7,316,103.25

MAYOR & COUNCIL

2014 - SECOND QUARTER ENDED
JUNE 30

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2013 Actual	2013 Actual
FISCAL YEAR REMAINING% :				50%	***YTD TO: June***	***Year***
REVENUE						
Government grants	($18,175.00)	$0.00	$18,175.00		***($7,538.01)***	***($7,538.01)***
	(18,175.00)	$0.00	$18,175.00		***($7,538.01)***	***($7,538.01)***
EXPENDITURES						
Salaries	223,855.38	$477,540.00	$253,684.62	53.12%	***$230,996.02***	***$465,013.83***
Benefits	28,227.22	$60,130.00	$31,902.78	53.06%	***$29,255.80***	***$57,901.65***
TOTAL SALARIES/BENEFITS	**252,082.60**	**$537,670.00**	**$285,587.40**	**53.12%**	***$260,251.82***	***$522,915.48***
Travel and training	11,399.98	$68,710.00	$57,310.02	83.41%	***$13,850.07***	***$29,219.73***
Vehicle allowance, maintenance and repairs	17,367.30	$36,030.00	$18,662.70	51.80%	***$17,341.31***	***$31,213.85***
Materials and supplies	39,359.58	$65,645.00	$26,285.42	40.04%	***$43,779.24***	***$52,793.35***
Maintenance and repairs		$250.00	$250.00	100.00%	***$0.00***	***$0.00***
Purchased and contracted services	6,082.29	$6,100.00	$17.71	0.29%	***$3,841.42***	***$7,437.70***
Grants to others	20,564.00	$25,000.00	$4,436.00	17.74%	***$10,000.00***	***$20,000.00***
Depreciation		$0.00	$0.00		***$0.00***	***$2,910.58***
TOTAL OTHER EXPENSES	**94,773.15**	**$201,735.00**	**$106,961.85**	**53.02%**	***$88,812.04***	***$143,575.21***
	346,855.75	$739,405.00	$392,549.25	53.09%	***$349,063.86***	***$666,490.69***
NET (REVENUE)/EXPENDITURE	**328,680.75**	**$739,405.00**	**$410,724.25**	**55.55%**	***$341,525.85***	***$658,952.68***

CHIEF ADMINISTRATIVE OFFICER

2014 - SECOND QUARTER ENDED

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2013 Actual	2013 Actual
FISCAL YEAR REMAINING% :				50%	***YTD TO: June***	***Year***
REVENUE						
Government grants		$0.00	$0.00		***$0.00***	***($4,845.87)***
Other income	(328.00)	$0.00	$328.00		***$0.00***	***($473.00)***
	(328.00)	$0.00	$328.00		***$0.00***	***($5,318.87)***
EXPENDITURES						
Salaries	132,359.32	$284,265.00	$151,905.68	53.44%	***$129,750.36***	***$277,074.14***
Benefits	34,192.08	$67,915.00	$33,722.92	49.65%	***$33,810.88***	***$68,356.66***
TOTAL SALARIES/BENEFITS	**166,551.40**	**$352,180.00**	**$185,628.60**	**52.71%**	***$163,561.24***	***$345,430.80***
Travel and training	125.00	$10,215.00	$10,090.00	98.78%	***$242.44***	***$710.65***
Vehicle allowance, maintenance and repairs	1,133.01	$4,480.00	$3,346.99	74.71%	***$2,250.24***	***$4,055.19***
Materials and supplies	3,700.55	$12,365.00	$8,664.45	70.07%	***$2,777.82***	***$8,973.12***
Maintenance and repairs		$150.00	$150.00	100.00%	***$0.00***	***$0.00***
Purchased and contracted services		$150.00	$150.00	100.00%	***$0.00***	***$0.00***
Capital expense		$200.00	$200.00	100.00%	***$0.00***	***$569.09***
Depreciation		$0.00	$0.00		***$0.00***	***$1,816.15***
TOTAL OTHER EXPENSES	**4,958.56**	**$27,560.00**	**$22,601.44**	**82.01%**	***$5,270.50***	***$16,124.20***
	171,509.96	$379,740.00	$208,230.04	54.83%	***$168,831.74***	***$361,555.00***
NET (REVENUE)/EXPENDITURE	**171,181.96**	**$379,740.00**	**$208,558.04**	**54.92%**	***$168,831.74***	***$356,236.13***

HUMAN RESOURCES

2014 - SECOND QUARTER ENDED

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2013 Actual	2013 Actual
FISCAL YEAR REMAINING% :				50%	***YTD TO: June***	***Year***
REVENUE						
EXPENDITURES						
Salaries	$285,370.76	$659,405.00	$374,034.24	56.72%	***$305,427.29***	***$629,310.67***
Benefits	200,984.11	$497,925.00	$296,940.89	59.64%	***$233,244.90***	***$536,495.29***
TOTAL SALARIES/BENEFITS	**486,354.87**	**$1,157,330.00**	**$670,975.13**	**57.98%**	***$538,672.19***	***$1,165,805.96***
Travel and training	21,284.69	$56,685.00	$35,400.31	62.45%	***$25,066.18***	***$38,192.68***
Vehicle allowance, maintenance and repairs	72.07	$1,000.00	$927.93	92.79%	***$256.24***	***$488.03***
Materials and supplies	25,982.71	$37,085.00	$11,102.29	29.94%	***$50,750.33***	***$71,375.42***
Maintenance and repairs	1,897.79	$4,500.00	$2,602.21	57.83%	***$1,538.97***	***$2,324.43***
Purchased and contracted services	143,290.34	$273,775.00	$130,484.66	47.66%	***$132,091.88***	***$223,426.15***
Transfer to own funds		$0.00	$0.00		***$0.00***	***$37,829.50***
Capital expense	2,475.13	$11,500.00	$9,024.87	78.48%	***$6,432.98***	***$9,321.33***
Depreciation		$0.00	$0.00		***$0.00***	***$2,467.35***
TOTAL OTHER EXPENSES	**195,002.73**	**$384,545.00**	**$189,542.27**	**49.29%**	***$216,136.58***	***$385,424.89***
	681,357.60	$1,541,875.00	$860,517.40	55.81%	***$754,808.77***	***$1,551,230.85***
NET (REVENUE)/EXPENDITURE	**681,357.60**	**$1,541,875.00**	**$860,517.40**	**55.81%**	***$754,808.77***	***$1,551,230.85***

CLERK'S DEPARTMENT

2014 - SECOND QUARTER ENDED
JUNE 30

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2013 Actual	2013 Actual
FISCAL YEAR REMAINING% :				50%	***YTD TO: June***	***Year***
REVENUE						
Fees and user charges	($144,750.77)	($50,000.00)	$94,750.77	(189.50%)	***($23,640.00)***	***($46,920.00)***
Government grants		$0.00	$0.00		***($6,783.21)***	***($27,500.00)***
Contribution from own funds	(189,400.00)	($180,000.00)	$9,400.00	(5.22%)	***$0.00***	***($5,500.00)***
Other income	(20,544.25)	($1,800.00)	$18,744.25	(1,041.35%)	***($286.00)***	***($11,737.50)***
	(354,695.02)	($231,800.00)	$122,895.02	(53.02%)	***($30,709.21)***	***($91,657.50)***
EXPENDITURES						
Salaries	301,340.12	$728,350.00	$427,009.88	58.63%	***$276,693.76***	***$589,392.09***
Benefits	75,304.43	$150,210.00	$74,905.57	49.87%	***$71,983.95***	***$148,608.81***
TOTAL SALARIES/BENEFITS	**376,644.55**	**$878,560.00**	**$501,915.45**	**57.13%**	***$348,677.71***	***$738,000.90***
Travel and training	2,661.80	$6,595.00	$3,933.20	59.64%	***$3,596.45***	***$6,680.75***
Election		$15,000.00	$15,000.00	100.00%	***$0.00***	***$0.00***
Vehicle allowance, maintenance and repairs	304.12	$850.00	$545.88	64.22%	***$257.53***	***$699.20***
Materials and supplies	137,288.97	$153,380.00	$16,091.03	10.49%	***$51,291.35***	***$105,519.17***
Maintenance and repairs	174.01	$3,550.00	$3,375.99	95.10%	***$1,049.22***	***$2,013.94***
Goods for resale	9,600.00	$19,200.00	$9,600.00	50.00%	***$9,600.00***	***$19,200.00***
Rents and leases	2,199.05	$15,625.00	$13,425.95	85.93%	***$340.12***	***$2,770.79***
Financial expenses	47.60	$0.00	($47.60)		***$170.61***	***$415.68***
Purchased and contracted services	48,510.90	$144,870.00	$96,359.10	66.51%	***$41,716.37***	***$80,324.39***
Grants to others	338.59	$2,000.00	$1,661.41	83.07%	***$1,009.10***	***$1,889.10***
Transfer to own funds		$0.00	$0.00		***$60,000.00***	***$82,891.59***
Capital expense		$7,000.00	$7,000.00	100.00%	***$563.91***	***$563.91***
Depreciation		$0.00	$0.00		***$0.00***	***$2,928.46***
TOTAL OTHER EXPENSES	**201,125.04**	**$368,070.00**	**$166,944.96**	**45.36%**	***$169,594.66***	***$305,896.98***
	577,769.59	$1,246,630.00	$668,860.41	53.65%	***$518,272.37***	***$1,043,897.88***
NET (REVENUE)/EXPENDITURE	**223,074.57**	**$1,014,830.00**	**$791,755.43**	**78.02%**	***$487,563.16***	***$952,240.38***

Fees and user charges: Includes $122,500 for FONOM conference (budget = $0). Offset by expenses of $68,350, with remaining surplus to be forwarded to next host municipality.
Salaries Election salaries budget of $155,115 will not be fully utilized until Q4. Other salaries on budget.
Materials and supplies: Includes FONOM conference expenses of $68,350. See note for Fees and User Charges.

FINANCE DEPARTMENT

2014 - SECOND QUARTER ENDED

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2013 Actual	2013 Actual
FISCAL YEAR REMAINING% :				50%	***YTD TO: June***	***Year***
REVENUE						
Fees and user charges	($213,134.40)	($279,025.00)	($65,890.60)	23.61%	***($215,597.30)***	***($273,025.60)***
Government grants		$0.00	$0.00		***($16,536.00)***	***($16,536.00)***
Contribution from own funds		$0.00	$0.00		***$0.00***	***($61,859.66)***
Other income	(39,960.36)	($93,085.00)	($53,124.64)	57.07%	***($47,054.42)***	***($94,987.38)***
	(253,094.76)	($372,110.00)	($119,015.24)	31.98%	***($279,187.72)***	***($446,408.64)***
EXPENDITURES						
Salaries	1,333,485.95	$2,920,165.00	$1,586,679.05	54.34%	***$1,366,257.63***	***$2,818,875.77***
Benefits	330,234.89	$713,990.00	$383,755.11	53.75%	***$330,359.18***	***$667,588.28***
TOTAL SALARIES/BENEFITS	**1,663,720.84**	**$3,634,155.00**	**$1,970,434.16**	**54.22%**	***$1,696,616.81***	***$3,486,464.05***
Travel and training	6,582.34	$12,600.00	$6,017.66	47.76%	***$6,532.86***	***$14,678.41***
Vehicle allowance, maintenance and repairs	115.38	$1,450.00	$1,334.62	92.04%	***$213.81***	***$618.97***
Materials and supplies	106,448.80	$18,435.00	($88,013.80)	(477.43%)	***($114,826.90)***	***($36,791.87)***
Maintenance and repairs	290,594.22	$533,935.00	$243,340.78	45.57%	***$281,434.57***	***$513,777.10***
Financial expenses	1,468,999.69	$2,538,070.00	$1,069,070.31	42.12%	***$1,208,751.41***	***$2,479,680.58***
Purchased and contracted services	156,861.52	$551,920.00	$395,058.48	71.58%	***$179,802.83***	***$590,483.93***
Capital expense	86,545.44	$86,210.00	($335.44)	(0.39%)	***$87,657.32***	***$102,147.25***
Depreciation		$0.00	$0.00		***$0.00***	***$460,669.15***
TOTAL OTHER EXPENSES	**2,116,147.39**	**$3,742,620.00**	**$1,626,472.61**	**43.46%**	***$1,649,565.90***	***$4,125,263.52***
	3,779,868.23	$7,376,775.00	$3,596,906.77	48.76%	***$3,346,182.71***	***$7,611,727.57***
NET (REVENUE)/EXPENDITURE	**3,526,773.47**	**$7,004,665.00**	**$3,477,891.53**	**49.65%**	***$3,066,994.99***	***$7,165,318.93***

Fees and User Charges 92% of computer recovery fees recorded. No variance anticipated.
Materials and Supplies GIS recovery of $189,655 not recorded until Q4. All other accounts in line with budget.
Maintenance and repairs: IT Softward Support budget of $465,300 60% utilized due to timing of support agreement renewals. No variance anticipated.
Financial expenses: Tax Refunds and Writeoffs include the school board share (adjusted at year end) of approximately $285,000. Adjusting for this leaves approximately 45% budget remaining. Tax writeoffs budget is only 20% utilized. No variance estimated due to uncertainty of writeoffs.

LEGAL DEPARTMENT

2014 - SECOND QUARTER ENDED

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2013 Actual	2013 Actual
FISCAL YEAR REMAINING% :				50%	***YTD TO: June***	***Year***
REVENUE						
Fees and user charges	($1,282,386.83)	($2,192,965.00)	($910,578.17)	41.52%	***($1,435,814.62)***	***($2,194,431.59)***
Investment income	(7,426.64)	$0.00	$7,426.64		***($8,106.03)***	***($13,360.32)***
Other income		$0.00	$0.00		***($50.00)***	***($50.00)***
	(1,289,813.47)	($2,192,965.00)	($903,151.53)	41.18%	***($1,443,970.65)***	***($2,207,841.91)***
EXPENDITURES						
Salaries	379,689.74	$831,040.00	$451,350.26	54.31%	***$373,901.82***	***$793,813.68***
Benefits	102,949.68	$221,825.00	$118,875.32	53.59%	***$100,813.18***	***$207,152.88***
TOTAL SALARIES/BENEFITS	**482,639.42**	**$1,052,865.00**	**$570,225.58**	**54.16%**	***$474,715.00***	***$1,000,966.56***
Travel and training	8,205.21	$15,855.00	$7,649.79	48.25%	***$4,302.52***	***$10,531.40***
Vehicle allowance, maintenance and repairs		$250.00	$250.00	100.00%	***$0.00***	***$0.00***
Materials and supplies	23,888.28	$77,815.00	$53,926.72	69.30%	***$20,794.36***	***$66,363.05***
Maintenance and repairs		$4,000.00	$4,000.00	100.00%	***$0.00***	***$0.00***
Rents and leases	42,437.02	$73,275.00	$30,837.98	42.09%	***$40,692.70***	***$72,324.64***
Taxes and licenses	155,960.18	$1,691,000.00	$1,535,039.82	90.78%	***$1,499,997.69***	***$1,660,188.97***
Purchased and contracted services	66,440.49	$252,000.00	$185,559.51	73.63%	***$69,438.73***	***$195,928.80***
Transfer to own funds		$190,625.00	$190,625.00	100.00%	***$122,097.17***	***$305,962.52***
Capital expense	2,156.98	$9,000.00	$6,843.02	76.03%	***$255.15***	***$4,045.75***
Depreciation		$0.00	$0.00		***$0.00***	***$4,065.30***
Gain/Loss on Disposal of Capital Assets		$0.00	$0.00		***$0.00***	***$9,746.94***
TOTAL OTHER EXPENSES	**299,088.16**	**$2,313,820.00**	**$2,014,731.84**	**87.07%**	***$1,757,578.32***	***$2,329,157.37***
	781,727.58	$3,366,685.00	$2,584,957.42	76.78%	***$2,232,293.32***	***$3,330,123.93***
NET (REVENUE)/EXPENDITURE	**(508,085.89)**	**$1,173,720.00**	**$1,681,805.89**	**143.29%**	***$788,322.67***	***$1,122,282.02***

Fees and user charges: Several large annual rents paid in first half of year. No variances anticipated. POA fine revenue slightly lower than budget and allocation to participating muncipalities not yet reflected.
Taxes and licenses: Annual payment of insurance not recorded until Q3. Estimated annual insurance expense, based upon renewal is $1,346,000, which exceeds the budget by $76,000.
Purchased and contracted services: POA Court judiciary and prosecution service costs significantly under budget

FIRE SERVICES

2014 - SECOND QUARTER ENDED

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2013 Actual	2013 Actual
FISCAL YEAR REMAINING% :				50%	***YTD TO: June***	***Year***
REVENUE						
Fees and user charges	($2,252,574.18)	($4,832,620.00)	($2,580,045.82)	53.39%	***($2,192,657.50)***	***($4,665,042.44)***
Other income	(447.03)	$0.00	$447.03		***$0.00***	***($301.42)***
	(2,253,021.21)	($4,832,620.00)	($2,579,598.79)	53.38%	***($2,192,657.50)***	***($4,665,343.86)***
EXPENDITURES						
Salaries	6,121,276.25	$13,084,470.00	$6,963,193.75	53.22%	***$6,050,856.23***	***$12,756,213.46***
Benefits	1,666,117.34	$3,358,130.00	$1,692,012.66	50.39%	***$1,552,285.95***	***$3,377,697.25***
TOTAL SALARIES/BENEFITS	**7,787,393.59**	**$16,442,600.00**	**$8,655,206.41**	**52.64%**	***$7,603,142.18***	***$16,133,910.71***
Travel and training	23,480.69	$42,535.00	$19,054.31	44.80%	***$28,308.88***	***$33,766.39***
Vehicle allowance, maintenance and repairs	60,028.52	$175,095.00	$115,066.48	65.72%	***$76,720.45***	***$176,686.61***
Utilities and Fuel	156,363.80	$309,180.00	$152,816.20	49.43%	***$151,829.99***	***$299,028.97***
Materials and supplies	120,140.05	$391,365.00	$271,224.95	69.30%	***$134,817.66***	***$332,459.07***
Maintenance and repairs	106,036.47	$139,295.00	$33,258.53	23.88%	***$71,902.59***	***$155,091.04***
Rents and leases	1,214.52	$2,500.00	$1,285.48	51.42%	***$1,214.52***	***$2,429.04***
Taxes and licenses		$58,200.00	$58,200.00	100.00%	***$47,662.30***	***$47,662.30***
Financial expenses	895.38	$1,800.00	$904.62	50.26%	***$961.94***	***$2,307.36***
Purchased and contracted services	49,698.56	$133,700.00	$84,001.44	62.83%	***$37,839.87***	***$108,377.29***
Transfer to own funds	252,500.00	$252,500.00	$0.00		***$252,500.00***	***$316,728.95***
Capital expense	6,144.82	$32,550.00	$26,405.18	81.12%	***$6,972.28***	***$26,141.58***
Depreciation		$0.00	$0.00		***$0.00***	***$381,070.65***
TOTAL OTHER EXPENSES	**776,502.81**	**$1,538,720.00**	**$762,217.19**	**49.54%**	***$810,730.48***	***$1,881,749.25***
	8,563,896.40	$17,981,320.00	$9,417,423.60	52.37%	***$8,413,872.66***	***$18,015,659.96***
NET (REVENUE)/EXPENDITURE	**6,310,875.19**	**$13,148,700.00**	**$6,837,824.81**	**52.00%**	***$6,221,215.16***	***$13,350,316.10***

POLICE SERVICES

2014 - SECOND QUARTER ENDED

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2013 Actual	2013 Actual
FISCAL YEAR REMAINING% :				50%	***YTD TO: June***	***Year***
REVENUE						
Fees and user charges	($200,705.53)	($293,505.00)	($92,799.47)	31.62%	***($197,230.86)***	***($447,044.05)***
Government grants	(122,784.73)	($1,244,500.00)	($1,121,715.27)	90.13%	***($132,534.73)***	***($1,244,188.21)***
Other income	(28,573.66)	$0.00	$28,573.66		***($46,458.47)***	***($94,992.19)***
	(352,063.92)	($1,538,005.00)	($1,185,941.08)	77.11%	***($376,224.06)***	***($1,786,224.45)***
EXPENDITURES						
Salaries	8,120,846.73	$17,570,080.00	$9,449,233.27	53.78%	***$8,228,835.13***	***$17,587,399.85***
Benefits	2,192,824.69	$4,547,809.00	$2,354,984.31	51.78%	***$2,095,635.61***	***$4,246,932.02***
TOTAL SALARIES/BENEFITS	**10,313,671.42**	**$22,117,889.00**	**$11,804,217.58**	**53.37%**	***$10,324,470.74***	***$21,834,331.87***
Travel and training	177,077.59	$392,770.00	$215,692.41	54.92%	***$88,634.78***	***$231,252.27***
Vehicle allowance, maintenance and repairs	227,704.43	$494,545.00	$266,840.57	53.96%	***$140,115.53***	***$504,990.61***
Utilities and Fuel	223,056.85	$383,840.00	$160,783.15	41.89%	***$168,653.49***	***$374,351.93***
Materials and supplies	344,813.88	$674,150.00	$329,336.12	48.85%	***$197,284.87***	***$537,555.99***
Maintenance and repairs	147,157.90	$323,335.00	$176,177.10	54.49%	***$149,365.09***	***$367,522.79***
Rents and leases	45,190.83	$117,700.00	$72,509.17	61.61%	***$41,812.30***	***$101,307.78***
Taxes and licenses	17,450.08	$88,000.00	$70,549.92	80.17%	***$72,109.00***	***$100,449.16***
Financial expenses	638.73	$0.00	($638.73)		***$587.57***	***$1,480.65***
Purchased and contracted services	293,128.63	$492,780.00	$199,651.37	40.52%	***$193,132.84***	***$514,459.52***
Transfer to own funds	165,000.00	$165,000.00	$0.00		***$165,000.00***	***$165,000.00***
Capital expense	324,824.14	$373,855.00	$49,030.86	13.11%	***$271,795.74***	***$479,079.17***
Depreciation		$0.00	$0.00		***$0.00***	***$543,313.72***
TOTAL OTHER EXPENSES	**1,966,043.06**	**$3,505,975.00**	**$1,539,931.94**	**43.92%**	***$1,488,491.21***	***$3,920,763.59***
	12,279,714.48	$25,623,864.00	$13,344,149.52	52.08%	***$11,812,961.95***	***$25,755,095.46***
NET (REVENUE)/EXPENDITURE	**11,927,650.56**	**$24,085,859.00**	**$12,158,208.44**	**50.48%**	***$11,436,737.89***	***$23,968,871.01***

Fees and user charges: Revenue typically exceeds budget every year. Estimated surplus $100,000 if past years' trend continues.
Government grants: ***G***rants posted when received. No material variance antcipated.
Salaries and benefits: $500,000 added to budget for contract settlement for 2014. Retro pay for first 6 months not paid until July/14
Purchased and contracted services: Legal Counsel fees exceed budget by $82,000 after 6 months.
Capital Expense 87% of budget utilized in first 6 months. Expense stream not equal throughout year. No variance anticipated.

ENGINEERING AND PLANNING

2014 - SECOND QUARTER ENDED

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2013 Actual	2013 Actual
FISCAL YEAR REMAINING% :				50%	***YTD TO: June***	***Year***
REVENUE						
Fees and user charges	($443,300.62)	($1,062,350.00)	($619,049.38)	58.27%	***($426,157.46)***	***($1,288,500.26)***
Government grants	(30,138.00)	($35,000.00)	($4,862.00)	13.89%	***$0.00***	***($43,173.78)***
Contribution from own funds		($184,100.00)	($184,100.00)	100.00%	***$0.00***	***($37,491.12)***
Other income	(2,600.00)	$0.00	$2,600.00		***($6,424.35)***	***($13,407.96)***
	(476,038.62)	($1,281,450.00)	($805,411.38)	62.85%	***($432,581.81)***	***($1,382,573.12)***
EXPENDITURES						
Salaries	1,560,267.01	$3,503,105.00	$1,942,837.99	55.46%	***$1,500,351.66***	***$3,301,523.45***
Benefits	397,924.35	$888,375.00	$490,450.65	55.21%	***$379,992.99***	***$785,223.54***
TOTAL SALARIES/BENEFITS	**1,958,191.36**	**$4,391,480.00**	**$2,433,288.64**	**55.41%**	***$1,880,344.65***	***$4,086,746.99***
Travel and training	11,989.88	$48,430.00	$36,440.12	75.24%	***$17,825.59***	***$33,156.87***
Vehicle allowance, maintenance and repairs	7,052.39	$59,150.00	$52,097.61	88.08%	***$45,421.45***	***$127,192.78***
Utilities and Fuel	1,964,285.22	$3,378,490.00	$1,414,204.78	41.86%	***$1,069,382.69***	***$3,404,464.55***
Materials and supplies	107,076.29	$288,980.00	$181,903.71	62.95%	***$198,464.06***	***$245,997.38***
Maintenance and repairs	89,380.60	$220,000.00	$130,619.40	59.37%	***$83,961.96***	***$201,527.01***
Rents and leases		$100,000.00	$100,000.00	100.00%	***$100,000.00***	***$100,000.00***
Financial expenses	197.44	$0.00	($197.44)		***$255.07***	***$546.43***
Purchased and contracted services	1,364,559.74	$4,957,850.00	$3,593,290.26	72.48%	***$2,311,693.89***	***$4,851,366.11***
Transfer to own funds	1,300,000.00	$1,340,000.00	$40,000.00	2.99%	***$1,300,000.00***	***$1,368,438.81***
Capital expense	11,570.95	$50,700.00	$39,129.05	77.18%	***$15,372.33***	***$28,024.33***
Depreciation		$0.00	$0.00		***$0.00***	***$9,834,124.44***
Gain/Loss on Disposal of Capital Assets		$0.00	$0.00		***$0.00***	***$47.15***
TOTAL OTHER EXPENSES	**4,856,112.51**	**$10,443,600.00**	**$5,587,487.49**	**53.50%**	***$5,142,377.04***	***$20,194,885.86***
	6,814,303.87	$14,835,080.00	$8,020,776.13	54.07%	***$7,022,721.69***	***$24,281,632.85***
NET (REVENUE)/EXPENDITURE	**6,338,265.25**	**$13,553,630.00**	**$7,215,364.75**	**53.24%**	***$6,590,139.88***	***$22,899,059.73***

Utilities and Fuel: Includes $700,000 for utilities costs of sewage plant. Budget reflected in Purchased and Contracted Services (new-budget will be adjusted in 2015)
Rents and leases: Building Division rent not yet recorded.
Purchased and contracted services: Budget for sewage plant includes utilities and fuel. No variance anticipated.
Transfer to own funds: Annual $1.3 million for miscellaneous construction transferred. Remaining transfer done at year end.

PUBLIC WORKS AND TRANSPORTATION

2014 - SECOND QUARTER ENDED

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2013 Actual	2013 Actual
FISCAL YEAR REMAINING% :				50%	***YTD TO: June***	***Year***
REVENUE						
Fees and user charges	($3,372,486.21)	($7,298,600.00)	($3,926,113.79)	53.79%	***($3,503,861.07)***	***($7,367,481.51)***
Government grants	(334,240.36)	($1,723,805.00)	($1,389,564.64)	80.61%	***$269,112.44***	***($1,862,771.63)***
Contribution from own funds		($70,000.00)	($70,000.00)	100.00%	***$0.00***	***($199,235.80)***
Other income	(47,010.74)	($1,000.00)	$46,010.74	(4,601.07%)	***($76,973.30)***	***($153,747.23)***
	(3,753,737.31)	($9,093,405.00)	($5,339,667.69)	58.72%	***($3,311,721.93)***	***($9,583,236.17)***
EXPENDITURES						
Salaries	9,169,539.56	$19,387,945.00	$10,218,405.44	52.70%	***$8,927,696.03***	***$19,031,834.39***
Benefits	2,783,612.39	$6,044,665.00	$3,261,052.61	53.95%	***$2,394,365.97***	***$5,695,358.07***
TOTAL SALARIES/BENEFITS	**11,953,151.95**	**$25,432,610.00**	**$13,479,458.05**	**53.00%**	***$11,322,062.00***	***$24,727,192.46***
Travel and training	24,213.76	$99,255.00	$75,041.24	75.60%	***$32,001.04***	***$60,415.10***
Vehicle allowance, maintenance and repairs	2,037,368.43	$3,143,460.00	$1,106,091.57	35.19%	***$1,636,252.86***	***$3,104,685.52***
Utilities and Fuel	1,902,240.97	$2,932,960.00	$1,030,719.03	35.14%	***$1,692,009.02***	***$3,280,692.97***
Materials and supplies	1,463,962.37	$3,650,075.00	$2,186,112.63	59.89%	***$1,791,259.52***	***$4,397,008.07***
Maintenance and repairs	136,267.28	$367,150.00	$230,882.72	62.89%	***$192,398.68***	***$371,440.42***
Taxes and licenses	4,798.65	$340,575.00	$335,776.35	98.59%	***$237,910.49***	***$254,076.52***
Financial expenses	3,636.72	$4,000.00	$363.28	9.08%	***$2,996.75***	***$7,321.25***
Purchased and contracted services	1,296,958.47	$3,277,230.00	$1,980,271.53	60.43%	***$1,259,136.05***	***$3,086,781.12***
Transfer to own funds	25,794.70	$2,547,580.00	$2,521,785.30	98.99%	***$1,356,625.51***	***$2,931,408.88***
Capital expense	2,257.80	$23,895.00	$21,637.20	90.55%	***$18,278.45***	***$20,484.76***
Less: recoverable costs	(112,025.80)	($338,055.00)	($226,029.20)	66.86%	***($152,031.39)***	***($560,419.71)***
TOTAL OTHER EXPENSES	**6,785,473.35**	**$16,048,125.00**	**$9,262,651.65**	**57.72%**	***$8,066,836.98***	***$16,953,894.90***
	18,738,625.30	$41,480,735.00	$22,742,109.70	54.83%	***$19,388,898.98***	***$41,681,087.36***
NET (REVENUE)/EXPENDITURE	**14,984,887.99**	**$32,387,330.00**	**$17,402,442.01**	**53.73%**	***$16,077,177.05***	***$32,097,851.19***

Operations				
Winter Control: Roadways and Sidewalks	5,686,358.61	6,379,000.00	692,641.39	10.86%
Sanitary Sewers	548,782.18	1,550,860.00	1,002,077.82	64.61%
Storm Sewers	108,363.54	541,770.00	433,406.46	80.00%
Roadways and Sidewalks	376,990.73	3,277,735.00	2,900,744.27	88.50%
Supervision and Overhead	1,337,944.59	3,013,995.00	1,676,050.41	55.61%
Traffic & Communications	648,218.71	1,690,530.00	1,042,311.29	61.66%
Carpentry	290,810.04	529,520.00	238,709.96	45.08%
Administration	841,976.64	1,685,125.00	843,148.36	50.03%
Buildings & Equipment	255,783.52	1,974,055.00	1,718,271.48	87.04%
Waste Management	727,534.14	2,426,105.00	1,698,570.86	70.01%
Parks	1,253,513.08	2,960,375.00	1,706,861.92	57.66%
Cemetery	(34,524.10)	0.00	34,524.10	.00%
School Guards	143,602.20	281,790.00	138,187.80	49.04%
Transit	2,776,450.67	5,847,420.00	3,070,969.33	52.52%
Parking	23,083.44	229,050.00	205,966.56	89.92%

Winter Control $4.8 million of budget (approx. 75%) allocated to first 4.5 months of year for winter control. $700,000 left for remaining 1.5 months. Estimated deficit for year is $1.0 million. Winter events numeous and snow still experienced well into May. Biggest overage is the equipment operating costs of $780,000. The budget for purchase of salt was increased by almost $300,000 from transfer of modied work salary/benefit budget from administration. Salt purchases are within budget now with the additional amount added.

Building & Equipment 87% of the budget is shown as remaining as the allocation for capital of $1.3 million is not yet recorded. Equipment rental credits full year budget of $4,774,490 included. Currently 68% of the budget was realized in first 6 months. This is due to higher equipment usage allocated to winter control(see above). Fuel costs are $372,900 higher than budget and repair parts approximately $300,000. These two items make up the majority of the winter control equipment usage budget overage. All other accounts in line with budget.

Waste Management: Transfer to reserve budget of $1.0 million for tipping fees is not recorded until year end. All other divisional accounts in line with budget.

COMMUNITY SERVICES DEPARTMENT

2014 - SECOND QUARTER ENDED

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2013 Actual	2013 Actual
FISCAL YEAR REMAINING% :				50%	***YTD TO: June***	***Year***
REVENUE						
Fees and user charges	($2,312,212.22)	($4,834,655.00)	($2,522,442.78)	52.17%	***($2,438,308.88)***	***($5,135,468.82)***
Government grants	(52,533.64)	($104,180.00)	($51,646.36)	49.57%	***($111,311.88)***	***($198,575.76)***
Contribution from own funds		$0.00	$0.00		***$0.00***	***($7,479.21)***
Other income	(25,901.93)	($35,320.00)	($9,418.07)	26.66%	***($26,778.21)***	***($61,189.66)***
	(2,390,647.79)	($4,974,155.00)	($2,583,507.21)	51.94%	***($2,576,398.97)***	***($5,402,713.45)***
EXPENDITURES						
Salaries	2,374,182.51	$5,716,932.00	$3,342,749.49	58.47%	***$2,536,530.12***	***$5,342,127.01***
Benefits	503,017.67	$1,152,358.00	$649,340.33	56.35%	***$500,744.54***	***$1,099,045.75***
TOTAL SALARIES/BENEFITS	**2,877,200.18**	**$6,869,290.00**	**$3,992,089.82**	**58.12%**	***$3,037,274.66***	***$6,441,172.76***
Travel and training	7,158.29	$11,935.00	$4,776.71	40.02%	***$4,915.96***	***$8,570.70***
Vehicle allowance, maintenance and repairs	1,004.23	$8,185.00	$7,180.77	87.73%	***$1,647.60***	***$4,744.73***
Utilities and Fuel	619,490.53	$1,322,650.00	$703,159.47	53.16%	***$638,231.88***	***$1,374,803.48***
Materials and supplies	118,947.91	$395,295.00	$276,347.09	69.91%	***$182,044.08***	***$310,004.53***
Maintenance and repairs	363,956.24	$686,500.00	$322,543.76	46.98%	***$386,327.58***	***$839,651.36***
Program expenses	42,413.04	$140,950.00	$98,536.96	69.91%	***$53,480.18***	***$104,478.45***
Goods for resale	233,745.31	$620,295.00	$386,549.69	62.32%	***$283,073.85***	***$621,240.22***
Rents and leases	1,874.50	$10,250.00	$8,375.50	81.71%	***$82.00***	***$8,326.08***
Taxes and licenses	321.99	$1,360.00	$1,038.01	76.32%	***$238.00***	***$476.00***
Financial expenses	42,398.77	$49,380.00	$6,981.23	14.14%	***$13,051.10***	***$38,479.17***
Purchased and contracted services	71,742.07	$213,555.00	$141,812.93	66.41%	***$72,638.58***	***$206,219.31***
Grants to others	5,945.43	$15,510.00	$9,564.57	61.67%	***$6,477.88***	***$13,314.86***
Transfer to own funds		$84,490.00	$84,490.00	100.00%	***$0.00***	***$111,860.29***
Capital expense	16,713.09	$40,305.00	$23,591.91	58.53%	***$8,512.92***	***$25,689.66***
Depreciation		$0.00	$0.00		***$0.00***	***$1,595,682.93***
TOTAL OTHER EXPENSES	**1,525,711.40**	**$3,600,660.00**	**$2,074,948.60**	**57.63%**	***$1,650,721.61***	***$5,263,541.77***
	4,402,911.58	$10,469,950.00	$6,067,038.42	57.95%	***$4,687,996.27***	***$11,704,714.53***
NET (REVENUE)/EXPENDITURE	**2,012,263.79**	**$5,495,795.00**	**$3,483,531.21**	**63.39%**	***$2,111,597.30***	***$6,302,001.08***
Recreation & Culture	444,322.13	1,386,045.00	941,722.87	67.94%		
Community Centres						
John Rhodes Community Centre	560,102.90	1,338,475.00	778,372.10	58.15%		
McMeeken Centre	58,960.59	126,670.00	67,709.41	53.45%		
Essar Centre	209,287.10	522,455.00	313,167.90	59.94%		
Northern Community Centre	(34,078.14)	32,135.00	66,213.14	206.05%		
Outdoor Pools/Concessions	19,070.08	77,105.00	58,034.92	75.27%		
Administration	395,975.07	968,372.00	572,396.93	59.11%		
Daycare	131,126.64	555,540.00	424,413.36	76.40%		
Administration	227,497.42	488,998.00	261,500.58	53.48%		

Recreation and Culture most programing, with the exception of the Senior Centres, operate only in the summer months. Expenses will not be incurred mainly in Q3.

Community Centres expenses are consistent throughout year but arena user fee revenue incurred mainly in winter months. On average, 40% of revenue received in Q1. No material variances anticipated. Outdoor pools and misc concessions operated only in summer months, but telephone services all year
Essar Centre salaries are showing as under budget as of June 30, 2014. Less events have occurred in 2014 and part time salaries are reflective of that.
Northern Community Centre incurrs approximatey 70% of their revenue in the first half of the year, thus showing a positive variance.
Administration salaries under budget due to one unfilled position.

Daycare full fee revenue slightly above budget at Jessie Irving Centre.
Maycourt full fee revenue is under budget.

SOCIAL SERVICES DEPARTMENT

2014 - SECOND QUARTER ENDED

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2013 Actual	2013 Actual
FISCAL YEAR REMAINING% :				50%	***YTD TO: June***	***Year***
REVENUE						
Fees and user charges	($4,365,984.15)	($9,120,105.00)	($4,754,120.85)	52.13%	***($3,709,823.99)***	***($8,665,762.80)***
Government grants	(155,372.00)	($277,440.00)	($122,068.00)	44.00%	***($131,942.00)***	***($313,467.00)***
	(4,521,356.15)	($9,397,545.00)	($4,876,188.85)	51.89%	***($3,841,765.99)***	***($8,979,229.80)***
EXPENDITURES						
Salaries	2,719,314.61	$6,179,170.00	$3,459,855.39	55.99%	***$2,745,905.00***	***$5,793,117.10***
Benefits	698,674.79	$1,619,960.00	$921,285.21	56.87%	***$708,770.41***	***$1,639,341.32***
TOTAL SALARIES/BENEFITS	**3,417,989.40**	**$7,799,130.00**	**$4,381,140.60**	**56.17%**	***$3,454,675.41***	***$7,432,458.42***
Travel and training	10,369.95	$84,800.00	$74,430.05	87.77%	***$19,847.88***	***$60,584.51***
Vehicle allowance, maintenance and repairs	4,290.95	$28,850.00	$24,559.05	85.13%	***$14,863.32***	***$29,008.24***
Utilities and Fuel	14,929.94	$28,160.00	$13,230.06	46.98%	***$12,837.83***	***$24,402.14***
Materials and supplies	133,540.36	$347,330.00	$213,789.64	61.55%	***$133,804.52***	***$230,686.74***
Maintenance and repairs	10,937.04	$18,600.00	$7,662.96	41.20%	***$484.39***	***$3,792.76***
Rents and leases	134,498.95	$270,040.00	$135,541.05	50.19%	***$127,975.44***	***$229,649.35***
Purchased and contracted services	65,349.94	$165,340.00	$99,990.06	60.48%	***$61,649.65***	***$105,022.96***
Grants to others	12,717,726.00	$16,719,930.00	$4,002,204.00	23.94%	***$12,850,973.61***	***$17,206,627.01***
Transfer to own funds		$0.00	$0.00		***$0.00***	***$6,237.08***
Capital expense	16,232.13	$127,500.00	$111,267.87	87.27%	***$45,376.96***	***$103,205.68***
TOTAL OTHER EXPENSES	**13,107,875.26**	**$17,790,550.00**	**$4,682,674.74**	**26.32%**	***$13,267,813.60***	***$17,999,216.47***
	16,525,864.66	$25,589,680.00	$9,063,815.34	35.42%	***$16,722,489.01***	***$25,431,674.89***
NET (REVENUE)/EXPENDITURE	**12,004,508.51**	**$16,192,135.00**	**$4,187,626.49**	**25.86%**	***$12,880,723.02***	***$16,452,445.09***

Grants to Others reflects first 3 quarters payment for DSSAB levy. No variance anticipated.

LEVY BOARDS

2014 - SECOND QUARTER ENDED

	YTD Actual	YTD **Budget**	**Variance**	**Percentage Budget-Rem**	***2013 Actual***	***2013 Actual***
FISCAL YEAR REMAINING% :				50%	***YTD TO: June***	***Year***
REVENUE						
EXPENDITURES						
Grants to others	$1,649,077.00	$2,198,770.00	$549,693.00	25.00%	***$1,608,778.50***	***$2,145,038.00***
TOTAL OTHER EXPENSES	**1,649,077.00**	**$2,198,770.00**	**$549,693.00**	**25.00%**	***$1,608,778.50***	***$2,145,038.00***
	1,649,077.00	$2,198,770.00	$549,693.00	25.00%	***$1,608,778.50***	***$2,145,038.00***
NET (REVENUE)/EXPENDITURE	**1,649,077.00**	**$2,198,770.00**	**$549,693.00**	**25.00%**	***$1,608,778.50***	***$2,145,038.00***

Grants to Others reflects 3 quarters of grant payment for Algoma Public Health levy. No variance expected.

OUTSIDE AGENCIES

2014 - SECOND QUARTER ENDED

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	*2013 Actual*	*2013 Actual*
FISCAL YEAR REMAINING% :				50%	***YTD TO: June***	***Year***
REVENUE						
Fees and user charges		$0.00	$0.00		***$0.00***	***($2,240.00)***
Government grants	(12,741.00)	$0.00	$12,741.00		***$0.00***	***$0.00***
	(12,741.00)	$0.00	$12,741.00		***$0.00***	***($2,240.00)***
EXPENDITURES						
Grants to others	2,332,029.47	$4,328,535.00	$1,996,505.53	46.12%	***$2,197,767.64***	***$4,221,332.20***
Transfer to own funds		$80,000.00	$80,000.00	100.00%	***$0.00***	***$80,000.00***
Less: recoverable costs	(65,692.05)	$0.00	$65,692.05		***$0.00***	***$0.00***
TOTAL OTHER EXPENSES	**2,266,337.42**	**$4,408,535.00**	**$2,142,197.58**	**48.59%**	***$2,197,767.64***	***$4,301,332.20***
	2,266,337.42	$4,408,535.00	$2,142,197.58	48.59%	***$2,197,767.64***	***$4,301,332.20***
NET (REVENUE)/EXPENDITURE	**2,253,596.42**	**$4,408,535.00**	**$2,154,938.58**	**48.88%**	***$2,197,767.64***	***$4,299,092.20***

Transfer to own funds: Annual allocation to library reserve for capital requirements not yet recorded.

OUTSIDE AGENCIES-OTHER

2014 - SECOND QUARTER ENDED

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2013 Actual	2013 Actual
FISCAL YEAR REMAINING% :				50%	***YTD TO: June***	***Year***
REVENUE						
Fees and user charges	($125,000.00)	($200,000.00)	($75,000.00)	37.50%	***($125,000.00)***	***($200,000.00)***
Contribution from own funds	(81,527.70)	($191,215.00)	($109,687.30)	57.36%	***($295,037.68)***	***($599,578.69)***
Other income	(563.34)	$0.00	$563.34		***$0.00***	***$0.00***
	(207,091.04)	($391,215.00)	($184,123.96)	47.06%	***($420,037.68)***	***($799,578.69)***
EXPENDITURES						
Materials and supplies	207,091.04	$391,215.00	$184,123.96	47.06%	***$420,037.68***	***$799,578.69***
Grants to others	1,243,970.44	$2,067,470.00	$823,499.56	39.83%	***$1,070,818.46***	***$2,033,364.51***
TOTAL OTHER EXPENSES	**1,451,061.48**	**$2,458,685.00**	**$1,007,623.52**	**40.98%**	***$1,490,856.14***	***$2,832,943.20***
	1,451,061.48	$2,458,685.00	$1,007,623.52	40.98%	***$1,490,856.14***	***$2,832,943.20***
NET (REVENUE)/EXPENDITURE	**1,243,970.44**	**$2,067,470.00**	**$823,499.56**	**39.83%**	***$1,070,818.46***	***$2,033,364.51***

ECONOMIC DIVERSIFICATION PROJECTS

2014 - SECOND QUARTER ENDED

	YTD Actual	YTD **Budget**	**Variance**	**Percentage Budget-Rem**	***2013 Actual***	***2013 Actual***
FISCAL YEAR REMAINING% :				50%	***YTD TO: June***	***Year***
REVENUE						
Government grants		$0.00	$0.00		***($24,521.00)***	***($34,521.00)***
Contribution from own funds		$0.00	$0.00		***($29,247.24)***	***($714,263.40)***
Other income	(5,000.00)	$0.00	$5,000.00		***$0.00***	***($10,000.00)***
	(5,000.00)	$0.00	$5,000.00		***($53,768.24)***	***($758,784.40)***
EXPENDITURES						
Materials and supplies	59,854.90	$0.00	($59,854.90)		***$84,157.34***	***$758,784.40***
Transfer to own funds	500,000.00	$500,000.00	$0.00		***$500,000.00***	***$500,000.00***
TOTAL OTHER EXPENSES	**559,854.90**	**$500,000.00**	**($59,854.90)**	**(11.97%)**	***$584,157.34***	***$1,258,784.40***
	559,854.90	$500,000.00	($59,854.90)	(11.97%)	***$584,157.34***	***$1,258,784.40***
NET (REVENUE)/EXPENDITURE	**554,854.90**	**$500,000.00**	**($54,854.90)**	**(10.97%)**	***$530,389.10***	***$500,000.00***

CORPORATE FINANCIAL

2014 - SECOND QUARTER ENDED

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	*2013 Actual*	*2013 Actual*
FISCAL YEAR REMAINING% :				50%	*YTD TO: June*	*Year*
REVENUE						
Taxation	($100,464,993.71)	(102,381,325.00)	(1,916,331.29)	1.87%	***(98,879,301.77)***	***(102,063,300.12)***
Payment in Lleu of taxes	(2,022,355.53)	($4,430,690.00)	($2,408,334.47)	54.36%	***($2,503,429.49)***	***($4,432,019.53)***
Fees and user charges	(3,713,576.03)	($16,200,000.00)	($12,486,423.97)	77.08%	***($5,685,016.81)***	***($14,455,762.16)***
Government grants	(8,622,350.00)	($17,244,700.00)	($8,622,350.00)	50.00%	***($9,537,100.00)***	***($18,651,600.00)***
Interest and investment income	(2,565,758.39)	($4,305,000.00)	($1,739,241.61)	40.40%	***($1,591,755.74)***	***($5,471,007.94)***
Contribution from own funds		$0.00	$0.00		***$0.00***	***($14,977.68)***
Other income	(295,831.25)	($1,350,000.00)	($1,054,168.75)	78.09%	***($301,592.99)***	***($1,347,567.24)***
Prior year surplus	(3,620,054.00)	($3,620,054.00)	$0.00		***($3,158,356.00)***	***($3,158,356.00)***
	(121,304,918.91)	($149,531,769.00)	($28,226,850.09)	18.88%	***($121,656,552.80)***	***($149,594,590.67)***
EXPENDITURES						
Benefits	20,000.00	$20,000.00	$0.00		***$14,000.00***	***$148,218.97***
TOTAL SALARIES/BENEFITS	**20,000.00**	**$20,000.00**	**$0.00**		***$14,000.00***	***$148,218.97***
Materials and supplies	94,339.72	$371,005.00	$276,665.28	74.57%	***$203,741.13***	***$309,959.73***
Financial expenses		$0.00	$0.00		***$0.00***	***$22,745.19***
Purchased and contracted services	18,796.98	$31,000.00	$12,203.02	39.36%	***$6,674.48***	***$30,497.00***
Grants to others	693,863.72	$693,900.00	$36.28	0.01%	***$1,050,863.72***	***$2,100,863.72***
Transfer to own funds	1,901,580.00	$13,120,325.00	$11,218,745.00	85.51%	***$1,643,356.00***	***$10,907,901.29***
TOTAL OTHER EXPENSES	**2,708,580.42**	**$14,216,230.00**	**$11,507,649.58**	**80.95%**	***$2,904,635.33***	***$13,371,966.93***
	2,728,580.42	$14,236,230.00	$11,507,649.58	80.83%	***$2,918,635.33***	***$13,520,185.90***
NET (REVENUE)/EXPENDITURE	**(118,576,338.49)**	**($135,295,539.00)**	**($16,719,200.51)**	**12.36%**	***($118,737,917.47)***	***($136,074,404.77)***

Taxation: Final levy recorded. Revenue for railway right of ways, international bridge and power generation not yet received. No material variance anticipated.
Fees and user charges: Sewer surcharge revenue received from the PUC recorded when paid.
Interest and investment income: Interest on Taxes Receivable is higher than budget.
Other income: Mainly budget for Gaming and Casino Revenue. Only Q1 received to date. No material variance from budget anticipated.
Transfer to own funds: Transfer to capital for sewer surcharge not recorded until year end.

CAPITAL LEVY AND LONG TERM DEBT

2014 - SECOND QUARTER ENDED

	YTD Actual	YTD **Budget**	**Variance**	**Percentage Budget-Rem**	***2013 Actual***	***2013 Actual***
FISCAL YEAR REMAINING% :				50%	***YTD TO: June***	***Year***
REVENUE						
Fees and user charges	($172,884.80)	($350,000.00)	($177,115.20)	50.60%	***($174,306.70)***	***($383,155.28)***
	(172,884.80)	($350,000.00)	($177,115.20)	50.60%	***($174,306.70)***	***($383,155.28)***
EXPENDITURES						
Long term debt	2,259,861.55	$9,753,080.00	$7,493,218.45	76.83%	***$2,218,386.84***	***$9,122,048.97***
Transfer to own funds		$0.00	$0.00		***$0.00***	***$700,000.00***
TOTAL OTHER EXPENSES	**2,259,861.55**	**$9,753,080.00**	**$7,493,218.45**	**76.83%**	***$2,218,386.84***	***$9,822,048.97***
	2,259,861.55	$9,753,080.00	$7,493,218.45	76.83%	***$2,218,386.84***	***$9,822,048.97***
NET (REVENUE)/EXPENDITURE	**2,086,976.75**	**$9,403,080.00**	**$7,316,103.25**	**77.81%**	***$2,044,080.14***	***$9,438,893.69***

Long term debt: Capital provision of $6,223,185 not yet recorded.

COUNCIL REPORT

August 11, 2014

TO: **Mayor Debbie Amaroso and Members of City Council**

AUTHOR: **Malcolm White, City Clerk**

DEPARTMENT: **City Clerk's Department**

RE: **2014 Municipal Election – Advance Voting**

PURPOSE

The purpose of this report is to recommend Advance Vote dates and times for the 2014 municipal election.

BACKGROUND

Section 43(1) of the Municipal Elections Act, 1996 requires that Council determine by by-law 'one or more dates for an advance vote and the hours during which voting places shall be open on that date(s)'. In the 2010 election we held three advance vote days (two Saturdays and the Wednesday in between).

ANALYSIS

In past elections we have used different combinations of days of the week and total number of days for advance voting. Through experience we have determined that using the three day format (two Saturdays and the Wednesday in between) provides the best combination of voting accessibility and prudent use of resources. The recommended dates are October 11th, 15th and 18th, with voting hours being 10:00 a.m. to 6:00 p.m. on the two Saturdays and 10:00 a.m. to 8:00 p.m. on the Wednesday.

As in 2010 the first Saturday will occur on the Thanksgiving weekend. This will allow for out-of-town students who are home for the holiday to cast their vote in person, rather than having to use the proxy voting process.

IMPACT

The costs associated with advance voting are funded through the 2014 Municipal Election budget. As noted above, the recommended dates and times provide the most appropriate level of service and best use of resources.

STRATEGIC PLAN
This report is not linked to a current activity in the Strategic Plan.

RECOMMENDATION
It is therefore recommended that Council take the following action:

By-law 2014 - 175 appears elsewhere on your agenda and is recommended for approval.

Respectfully submitted,



Malcolm White
City Clerk

Recommended for approval,

Joseph M. Fratesi
Chief Administrative Officer

COUNCIL REPORT

August 11, 2014

TO: **Mayor Debbie Amaroso and Members of City Council**

AUTHOR: **Nicholas J. Apostle, Commissioner Community Services**

DEPARTMENT: **Community Services Department**

RE: **2013 ESSAR CENTRE ANNUAL REPORT**

PURPOSE
The purpose of this report is to provide information on the Essar Centre's 2013 operations.

BACKGROUND
Attached is the 2013 Annual Report that has been developed by Community Centres Division staff.

ANALYSIS
This report deals with the fiscal year from January 1, 2013 to December 31, 2013.

IMPACT
The attached report outlines in detail the impact to the budget and also areas outside of the Corporation such as the tourism sector.

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

RECOMMENDATION
It is therefore recommended that Council take the following action:

That the report of the Commissioner Community Services concerning the Essar Centre 2013 Annual Report be received as information.

Respectfully submitted,

Nicholas J. Apostle
Commissioner Community Services

attachment



2013 Annual Report

Table of Contents **Page**

A.	Descriptive Overview	3
B.	Event Recap	7
C.	Revenue/Expense Statement	8
D.	Economic Benefits	11
E.	Revenue/Expenses from Soo Greyhounds Games	12
F.	Operating Expense Recap	13

A. Descriptive Overview

1) Introduction

The Essar Centre is a state-of-the-art sports and entertainment centre with all of the amenities necessary to host a wide range of events including concerts, sporting events, family shows, conventions, and trade shows. As well, it is the venue for the Soo Greyhounds Hockey Club to operate out of.

In addition to serving as a sports and entertainment centre, the venue is also used as a community centre. Adult hockey, youth hockey, figure skating, and exercise walking are some of the other uses of the centre.

While it is important to keep the annual operating cost as low as possible, it is important to note that operating decisions take into account the broader economic impact events on the local economy. When events are held at the Essar Centre it is evident that additional retail, restaurant and lodging sales are generated in the community.

2) Economic/Social Benefits

While there has been, and will continue to be, an annual cost to operate the Essar Centre it is important to note the many social and economic benefits to the community.

According to Tourism Sault Ste. Marie's (TSSM) Economic Benefit formula, a visitor spends approximately $150 per visitor per day (direct and indirect spending).

The Essar Centre is the flagship facility for marketing sporting events in Sault Ste. Marie. Combined with the John Rhodes Community Centre and other area arenas, multi-day sport tournaments are attracted to Sault Ste. Marie. It is estimated that a single three-day tournament with 40 teams could generate up to $360,000 in economic benefits to the community.

Conventions boost the area's economy as well. The Essar Centre is easily converted to convention mode. The economic benefit of a single three-day convention with 2500 out-of-town visitors is approximately $1,125,000.

In addition to the economic benefits, the social benefits of the Essar Centre are far reaching. The sporting and entertainment spectator events staged at the facility and the use of the facility as a community centre for sports and recreation, increase local quality of life and help attract new residents to the community.

3) Marketing and Events

Marketing activities focus on attracting a wide variety of events, making the necessary arrangements to plan, organize, and execute such events, and to ensure a high degree of customer service to event planners, promoters and most importantly the end user.

Quality, well-attended events are key to driving the facility's revenue streams. Facility rental fees, box office fees, food and beverage sales, and the facility's share of merchandise sales are all driven by successful events.

A well-marketed facility increases its value and potential for naming and pouring rights. A facility website (www.essarcentre.ca) is maintained to promote the facility worldwide and to provide information to patrons.

4) Soo Greyhounds

According to the agreement with the Soo Greyhounds Hockey Club, the City is required to provide, at its cost, event staff at all Soo Greyhounds games. The event staff includes ushers, box office staff, facility attendants, food and beverage staff, and facility operators/maintenance staff. In addition, a supervisor is assigned to each game to oversee the event. Security services are contracted out to a private security firm and are also provided by the facility.

Facility revenue streams from Greyhounds game operations are governed by the contract revenue sharing schedule, which is part of the long term agreement with the club.

5) Food and Beverage Operations

The Food and Beverage operations are made up of five full-service concessions, a kitchen facility and several portable bars. Food service is also available upon request for smaller events in the Centre's fully-licensed Angelo Bumbacco Room and multi-purpose room. The financial goal of food service operations is to produce an "industry standard" operating profit to offset other facility operating costs. Food and Beverage operations at the Essar Centre consistently result in a profit, in 2013 that profit amounted to just over $190,250.00.

6) Box Office Operations

The Essar Centre maintains a full-service box office and provides ticketing services including phone and internet sales to event promoters. The box office is also responsible for providing all of the Soo Greyhounds' season ticket and game day ticket sales.

Ticket sales fees offset some of the costs of this operation and some of the fees are allocated to a capital reserve account. The capital reserve account funds are reserved for future capital expenditures. In 2013 $16,610.18 was deposited to this account.

7) Suite Holder Services

There are 13 suites in the Essar Centre as well as a larger Corporate Suite. The Corporate Suite easily accommodates 40 individuals and is rented for special events and Soo Greyhounds games. Revenue from this area is derived from lease fees, rental fees (Corporate Suite only), box office fees, ticket sales, and food and beverage sales.

8) Facility Maintenance Operations

Maintenance operations include managing the state-of-the-art building control systems and the maintenance and repair of the following:

- Refrigeration (ice making) plant
- Ice surface
- Air conditioning plant
- Ice re-surfacer
- Boiler equipment
- Roof top HVAC units
- Sound system

Facility maintenance duties are performed on a daily basis by the Facility Operators and Rink Attendants.

Maintenance and energy costs are difficult to control due to external conditions, but efforts are made to keep them in check as much as possible.

9) 2013 Financial Review

Attached is the facility revenue and expense statement, an estimated revenue and expense statement from Soo Greyhounds game operations (city share), a detailed listing of events, and information regarding previous years' annual operating costs.

The incremental ticket sales revenue sharing arrangement with the Soo Greyhounds (10% - 50%) clearly helps to keep the team viable, but once the lower thresholds have been surpassed, the City realizes a significant financial benefit. City Share of Soo Greyhounds revenue was at its highest in 2008 at approximately $314,000 which was a result of several playoff games as the team made it to the third round of the playoffs; however it dropped to a low of just under $100,000 the following year. The City share of Soo Greyhounds ticket sales in 2012 was $96,365.80, this is the lowest it has been since the venue opened its doors in October of 2006. With a more successful hockey season the revenue increased to $141,341.04 in 2013.

The Essar Centre Actual Net Operating Cost in 2013 decreased significantly when compared to the 2012 cost of just over $537,000. In 2013 the Actual Net Operating Cost was $410,577.38, $166,900.00 under budget.

The lower net operating cost in 2013 can primarily be attributed to the increase in the city share of Soo Greyhound ticket sales revenue, an increase in concession profits, and lower operating costs due to fewer events.

The Essar Centre also serves as a community centre, and as with other community centre arena operations, increasing costs cannot always be passed on. Ice rental rates are consistent with other City arena rates. These rates only cover a portion of the facility operating costs and there generally are no extra fees charged to user groups for the number of spectators in the facility. Additional cleaning and utility costs are absorbed by the maintenance budget.

B. Event Recap

2013 ESSAR CENTRE EVENT LISTING

EVENT	DATE	DAYS	TYPE
Steel City Hockey Tournament	January 3rd - 6th, 2013	4	Tournament
InterClub Figure Skating Testing	January 12th - 13th, 2013	2	Tournament
Festival of Stars Testing	February 1st- February 3rd, 2013	3	Special Event
Bon Soo Concert	February 9th, 2013	1	Concert
The Tragically Hip	February 12th, 2013	1	Concert
Beauty and The Beast	February 14th, 2013	1	Concert
NHL Alumni Game	March 22nd, 2013	1	Sporting Event
Mariana's Trench	April 6th, 2013	1	Concert
Team Jacob's Celebration	April 9th, 2013	1	Special Event
OHF Tournament	April 12th - 14th, 2013	3	Tournament
Telus Cup	April 21st - 28th, 2013	7	Tournament
Passport to Unity	May 5th, 2013	1	Special Event
Green Transportation Show	May 15th, 2013	1	Special Event
Sault College Convocation	May 23rd - 24th, 2013	2	Special Event
TSSM Client Appreciation	June 4th, 2013	1	Special Event
Soo Greyhound Training Camp	August 27th to 31st	5	Sporting Event
Walk of Fame Event	October 3rd, 2013	1	Special Event
Wildcats Puck N Pub	October 5th, 2013	1	Special Event
Carly Rae Jepson	October 10th, 2013	1	Concert
ZZ Top	November 8th, 2013	1	Concert
Remembrance Day	November 11th, 2013	1	Special Event
Steel City Tournament	November 14th - 17th	4	Sporting Event
Dora The Explorer	December 18th, 2013	1	Concert
Greyhound Games - 39	All Year	39	Sporting Event
Soo Thunderbirds- 25	All Year	25	Sporting Event

Event Type	Total Days
Concert	**7**
Sporting Event	**10**
Greyhound Games	**39**
Soo Thunderbirds	**25**
Convention/Special Event	**12**
Tournament	**16**
	109

C. Revenue/Expense Statement

REVENUES		
Soo Greyhounds	$	141,341.04
Ice Rental	$	111,221.85
Naming Rights	$	130,807.14
Pouring Rights	$	33,500.00
Box Office Fees	$	37,082.02
Sundry Shows	$	32,045.13
Room Rentals - Other	$	18,510.00
Suite Lease Fees	$	124,001.59
Sale of Merchandise	$	10,806.98
Advertising	$	69,276.90
Facility Rental	$	70,998.79
Credit Card Service Fee	$	235.71
Capital Improvement	$	16,610.18
Food Sales	$	529,509.86
Alcohol Sales	$	345,434.34
Concession Other	$	528.08
High School Hockey	$	4,706.35
Sale of Marketing Merchandise	$	1,896.75
Grants	$	-
Sub Total	**$**	**1,678,512.71**

ACTIVITY EXPENSES		
Casual Labour - Hounds/Sundry	$	161,764.34
Benefits	$	6,417.22
High School Hockey	$	3,336.37
Sundry Show Expenses	$	43,446.31
Miscellaneous Expenses	$	9,536.00
Credit/Convenience Fees	$	8,122.93
Cash Short	$	0.54
Greyhound Expense	$	6,086.34
Sub Total	**$**	**238,710.05**

FOOD AND BEVERAGE EXPENSES		
Casual Labour	$	228,056.71
Purchase for Resale - Food	$	219,865.46
Purchase for Resale - Alcohol	$	122,298.98
Laundry & Uniforms	$	4,493.84
Supplies	$	6,161.59
Misc	$	17,109.79
Equipment Maintenance	$	6,648.30
Soo Greyhounds Share	$	50,328.69
Cash Over	$	329.44
New Equipment	$	11,031.35
Benefits	$	17,856.81
Telephone	$	504.06
Sub Total	**$**	**684,685.02**

OPERATIONS EXPENSES		
Casual Labour - Hounds/Misc	$	250,279.90
Benefits	$	65,864.62
Gasoline	$	6,065.61
Natural Gas	$	96,436.09
Water & Electrical	$	304,190.75
Miscellaneous	$	2,909.56
Uniforms	$	-
Operating Supplies	$	-
Maintenance & Alterations	$	261,096.51
Telephone	$	1,291.81
Internet	$	1,560.00
Credit Debit Card Fees	$	13,845.55
Transfer to Reserve	$	-
Transfer to Capital	$	40,000.00
Office Equipment	$	1,656.00
Arena Equipment	$	872.66
Consultants	$	6,500.00
Advertising	$	3,796.80
Naming Rights	$	25,740.80
Pouring Rights	$	1,096.10
Purchased Services	$	570.00
Security	$	360.00
Sub Total	**$**	**1,084,132.76**

$16,610.18

10-500-5140-6760 Capital Improvement Fund to Reserves

10-500-5140-6772 Repayment of Video Score Clock purchase

BOX OFFICE EXPENSES		
Casual Labour	$	46,768.76
Benefits	$	3,441.70
Miscellaneous	$	1,330.33
Operating Supplies	$	272.50
Cash Short/Over	$	(392.29)
Office Equipment	$	828.00
Laundry & Uniforms	$	-
Maintenance & Alterations	$	454.44
Sub Total	**$**	**52,703.44**
MARKETING EXPENSES		
Miscellaneous	$	26,006.81
Telephone	$	831.83
Advertising	$	388.60
Merchandise Resale	$	1,631.58
Arena Equipment	$	-
Sub Total	**$**	**28,858.82**
Total Revenue	**$**	**1,678,512.71**
Total Expenses	**$**	**2,089,090.09**
Profit(Loss)	**$**	**(410,577.38)**

* 2013 Budgeted Net Operating Cost $577,502.00

D. Economic Benefits

Sample Economic Benefits for types of Events Held at Essar Centre					
	# of Events	**Visitors/Event**	**$ Spent/day**	**# Days**	**Economic Benefit**
Concerts/Events*	7	255	$ 150.00	1	$ 267,750.00
Sports Tournaments**	1	800	$ 150.00	3	$ 360,000.00
Conventions ***	1	2500	$ 150.00	3	$ 1,125,000.00

* Estimated economic benefit from annual special events

** Example of economic benefit of 1 hockey tournament with 40 out-of-town teams averaging 20 visitors per team

***Sample economic benefit for 1 - 3 day convention

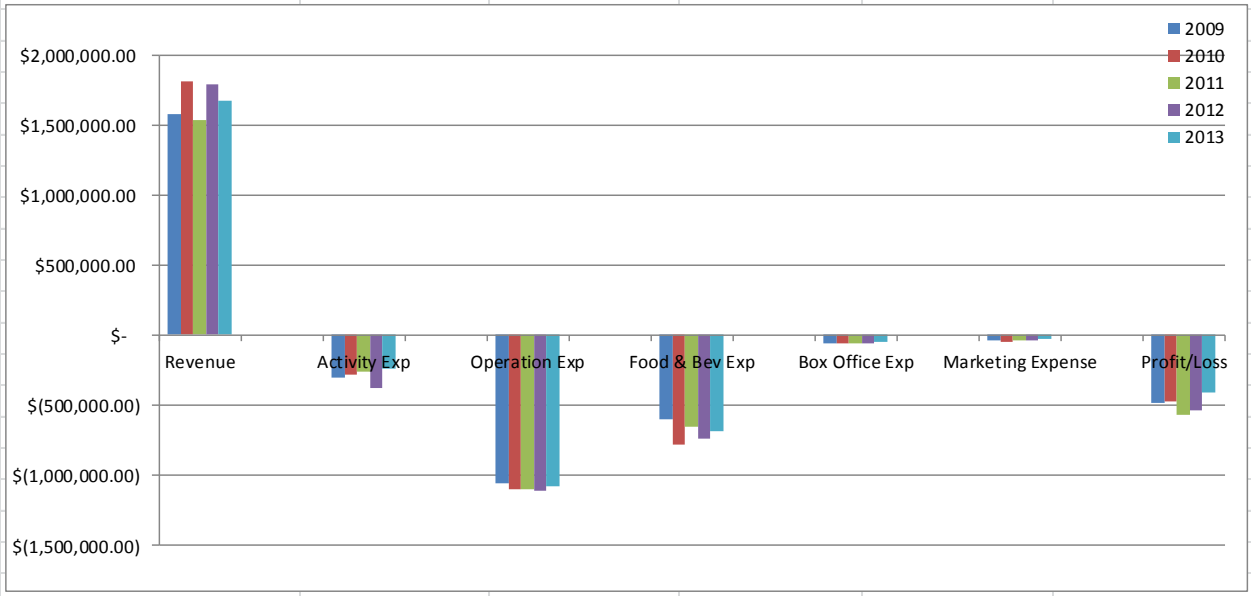
E. Revenue/Expenses from Soo Greyhounds Games

2013 Soo Greyhound Estimated Income Statement		
Revenues		
Ticket Splits	$	141,341.04
Advertising	$	29,276.90
VIP Room Rental	$	12,500.00
Revenue Sub Total	**$**	**183,117.94**
Expenses		
Labour	$	99,830.64
Contract Security	$	38,999.41
General Expense	$	6,086.34
Box Office Additional Labour	$	4,200.00
Echo Tech	$	6,630.00
Maintenance Additional Labour	$	4,775.00
Expense Sub Total	**$**	**160,521.39**
Profit/(Loss)	**$**	**22,596.55**
Food and Beverage Revenue		
Net Food and Beverage	**$**	**138,595.45**
Food and Beverage Expense		
Greyhounds Food and Beverage Share	**$**	**50,328.69**
Food and Beverage Profit/(Loss)	**$**	**88,266.76**
Final Estimated 2012 Greyhounds Profit	**$**	**110,863.31**

F. Operating Revenue/Expense Recap

Essar Centre - 5 Year Overview

	2009	2010	2011	2012	2013
Revenue	$ 1,577,976.20	$ 1,809,955.10	$ 1,534,751.16	$ 1,794,925.62	$ 1,678,512.71
Activity Exp	$ (298,945.82)	$ (286,918.81)	$ (257,084.27)	$ (382,749.55)	$ (238,710.05)
Operation Exp	$ (1,062,193.07)	$ (1,105,651.38)	$ (1,099,730.48)	$ (1,115,339.08)	$ (1,084,132.76)
Food & Bev Exp	$ (601,396.64)	$ (783,435.16)	$ (651,145.05)	$ (735,482.19)	$ (684,685.02)
Box Office Exp	$ (53,325.30)	$ (59,218.31)	$ (54,955.40)	$ (57,478.06)	$ (52,703.44)
Marketing Expense	$ (41,828.12)	$ (52,884.65)	$ (39,974.31)	$ (41,644.18)	$ (28,858.82)
Profit/Loss	**$ (479,712.75)**	**$ (478,153.21)**	**$ (568,138.35)**	**$ (537,767.44)**	**$ (410,577.38)**



COUNCIL REPORT

August 11, 2014

TO: **Mayor Debbie Amaroso and Members of City Council**

AUTHOR: **Nicholas J. Apostle, Commissioner Community Services**

DEPARTMENT: **Community Services Department**

RE: **ESSAR CENTRE – REVIEW OF PROFITABILITY**

PURPOSE

This report is in response to questions Council raised when the 2012 Essar Centre annual report was presented on August 12, 2013. In addition, it coincides with the 2013 Essar Centre Annual Report which appears elsewhere on the agenda.

BACKGROUND

Council received the Essar Centre 2012 Annual Report at their August 12, 2013 meeting. At that time Council had questions as to why the Essar Centre did not generate a profit and what could be done to decrease the deficit and work towards breaking even.

ANALYSIS

Prior to the Essar Centre (formerly the Steelback Centre) being constructed, a Business Plan was developed by a consultant with expertise in major spectator facilities. All of the revenue and expense streams, as well as the assumptions, were reviewed by the Community Services Department, Finance Department, and a Steering Committee. The premise of the Business Plan was that the facility would not cost any more than the existing Memorial Gardens. The consultant, in conjunction with staff and the Steering Committee, developed a Request for Proposals for private sector involvement in operating the facility. A potential proponent was identified and preliminary negotiations were entered into. Subsequently, it was recommended by the consultant and Steering Committee that the facility should be operated by the municipality with municipal staff.

The Essar Centre was built as a multi-use spectator facility and a community centre. It can host a variety of events. As well, it functions as an emergency shelter should there be the need. In addition, it is the only municipal venue

capable of holding 5000+ residents for a wide variety of functions ranging from concerts, trade shows, and special events including where citizens can come together to celebrate and honour major accomplishments by its citizens, as well as hosting dignitaries.

The facility was built for the public good, and as such some of the community events that are hosted do not generate any revenue. The consultant, states that typically these types of facilities do not generate a profit and a Northern Ontario facility should not be expected to turn a profit given the restrictions on the major revenue generators.

The Council at the time approved the mandate that the new facility would not cost any more to operate than the Memorial Gardens did. To date we have managed to achieve that mandate given the restriction of taking little to no risk on events.

There are three primary revenue streams:

1. Soo Greyhounds Hockey Club
2. Ice rentals
3. Food and Beverage

Soo Greyhounds

A primary consideration for constructing the Essar Centre was that the Soo Greyhounds came forward and stated that they needed a new facility in order to drive revenues so they could remain competitive in the OHL. It would not have made sense to construct a new facility without having the Soo Greyhounds on board for the long term; therefore a 20 year agreement was negotiated with the Club. The financial terms of the agreement are such that approximately the first $1million in ticket sales goes to the Club. Sales above that point are shared on a negotiated sliding scale with the City realizing a greater share as the revenues increase. The larger percentage splits are not realized until the Club gets into playoffs. Since the new building opened, the Club has made the playoffs twice in six seasons and only once have they gone more than two games (not including 2014 playoffs).

It should be noted that the Club provides many other benefits to the community that would not otherwise be realized should they not be here.

Ice Rentals

The ice rental rates in all Northern Ontario cities are subsidized by the individual municipalities. Annually we contact other Northern Ontario cities to ensure we are in line with their rental rates. Presently the rates are approximately $110/hr. for organized youth rental; $130/hr. for non-organized youth rental; and $140/hr. for adult rental. In a cost recovery scenario, the rental rate would be in excess of $250/hr.

A portion ($20/hr.) of all ice rentals at all arenas goes towards payment of the John Rhodes Community Centre expansion that occurred in 1999. This further affects the annual revenue amounts that go towards offsetting operational costs. This surcharge is in effect until the debt is paid off in 2019.

Food and Beverage

This area is closely monitored with regards to revenue as a percentage of sales. The standards/targets that are set are industry standards for restaurants, hospitality, and food and beverage entities. In addition, we are constantly comparing pricing, profits and revenues with other OHL facilities.

As stated in the agreement with the Soo Greyhounds, 10% of the food and beverage sales at Soo Greyhounds games goes back to the Club.

Staffing levels are monitored to ensure prompt service while not over staffing. This is a delicate balance as we have to be able to serve the customers during the 15 minute intermission.

There are published industry standards for various food and beverage operations. The Essar Centre operations are routinely measured and compared to these standards to ensure optimization of operations. Our community has always been sensitive to price increases and this is reflected in our “percentage of Food and Beverage Costs” which is slightly higher than the industry standard. In contrast, the “percentage of wages” is below the industry standard. When we compare our prices to other OHL facilities we find we are usually in the middle range.

Event Generation

In addition to the above items, another item that was discussed at Council was the number of events held annually at the Essar Centre.

The Essar Centre works cooperatively with user groups, the Economic Development Corporation, tourism partners, along with promoters and numerous other event coordinators, to attract a variety of events. The many events that are hosted generate millions of dollars into the local economy. The number of events is directly proportional to the amount of risk taken. For example, some municipalities take a much larger risk and actually purchase events/concerts. This could lead to very large losses. Our mandate has been to operate at little to no risk and Council, to date, has been comfortable with this arrangement.

Recently Council authorized the hiring of a Manager to specifically run the Essar Centre. This person will coordinate all of the operations including the marketing of the facility.

IMPACT

Since opening in 2006, the Essar Centre has consistently achieved positive net financial operating results when compared to the Memorial Gardens, and has done so under an event promotion mandate of taking very little to no risk.

STRATEGIC PLAN

This subject is not part of the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Commissioner of Community Services concerning the profitability of the Essar Centre be received as information.

Respectfully submitted,



Nicholas J. Apostle
Commissioner Community Services

COUNCIL REPORT

August 11, 2014

TO: **Mayor Debbie Amaroso and Members of City Council**

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

DEPARTMENT: **Engineering and Planning Department**

RE: **McNabb MacDonald Flooding Investigations – EA's**

PURPOSE

The purpose of this report is to update Council on the McNabb and MacDonald flooding investigations, and to obtain approval to expand them from schedule B to schedule C environmental assessments.

BACKGROUND

The City retained a consulting engineer to complete two concurrent environmental assessments (EA's) for two flood prone areas; one on McNabb near the YMCA and the other on MacDonald Avenue near Brien Avenue. The EA's are well underway. They have progressed to the point where additional potential solutions have come to light that involve the use of nearby natural ravines for temporary storage of stormwater runoff.

The temporary storage of runoff has good potential to address flooding issues without transferring the problem downstream. Upstream piping would be upgraded where necessary to transport the water to the ravine, and a control structure would pace the discharge of the water to the downstream receiving storm sewers.

ANALYSIS

The use of a natural ravine for stormwater retention moves the status of the EA from a schedule B to a schedule C because it involves constructing a weir or dam in a watercourse. Additional work includes expanding the study area, a detailed inventory of natural, social and economic environments in the expanded study area, archaeological studies, identification and evaluation of alternative designs, impacts and mitigation measures, and further public consultation.

IMPACT
Given the similarity of the EA's, there was an economy of scale to completing them concurrently. The estimated budget fee for completion was $90,000 for both. The expanded scope is estimated to add an additional $60,000 for a total of $150,000. The Finance Department suggests the additional cost be covered by the Urban Only Capital Works Funding account, which is available only for storm sewer works, sidewalks and hydrants in the urban area of the City.

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

RECOMMENDATION
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering Services dated 2014 08 11 concerning the McNabb and MacDonald EA's be received, and that the recommendation that an additional estimated engineering fee of $60,000 from the Urban Only Capital Works Funding account, be approved.

Respectfully submitted,



Don Elliott, P. Eng.
Director of Engineering Services

Recommended for approval,



Jerry Dolcetti, R.P.P.
Commissioner of Engineering and Planning

COUNCIL REPORT

August 11, 2014

TO: **Mayor Debbie Amaroso and Members of City Council**

AUTHOR: **Carl Rumiel, P. Eng., Design and Construction Engineer**

DEPARTMENT: **Engineering and Planning Department**

RE: **2015 CONSULTING ENGINEERING ASSIGNMENTS**

PURPOSE

The purpose of this report is to recommend that Council authorize the assignment of design and contract administration of 2015 capital construction projects to consulting engineers.

BACKGROUND

At the 2014 06 09 meeting, Council approved the 2015 capital construction program. With the exception of the design and construction of McMeeken Street from Elizabeth Street to Churchill Boulevard**,** which will be done by City staff, all other projects require consulting engineers to be assigned the task of design, contract preparation and construction inspection.

ANALYSIS

In accordance with City policy for retaining consulting engineering services, it is recommended that the following firms be retained to provide design and contract administration services for the 2015 Capital Road Reconstruction Program.

1) AECOM – Reconstruction of Huron Street – Queen Street to Cathcart Street

2) WSP – Reconstruction of Upton Road – Queen Street to Wellington Street

3) Kresin Engineering – Partial Reconstruction and Resurfacing of Bay Street – Andrew Street to Pim Street

4) STEM Engineering – Phase 2 of the Fort Creek Aqueduct Reconstruction

5) City Engineering Department - Reconstruction of McMeeken Street – Elizabeth Street to Churchill Boulevard and Road Resurfacing Contract

IMPACT
The engineering fees will be included in the 2015 Capital Works Budget.

STRATEGIC PLAN
Reconstruction of deficient roads is linked to Objective 1B, Transportation Network Improvements under the Developing Solid Infrastructure strategic direction.

RECOMMENDATION
It is therefore recommended that Council take the following action:

Resolved that the report of the Design & Construction Engineer dated 2014 08 11 concerning the 2015 capital construction consultant selection be received, and that Council authorize entering into agreements for engineering services with these consulting engineering firms. Individual engineering agreements with an estimate of engineering fees will be brought to Council for approval at a later date.

Respectfully submitted,



Carl Rumiel, P. Eng.
Design and Construction Engineer

Recommended for approval,



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

COUNCIL REPORT

August 11, 2014

TO: **Mayor Debbie Amaroso and Members of City Council**

AUTHOR: **Madison Zuppa, Environmental Initiatives Coordinator**

DEPARTMENT: **Engineering and Planning Department**

RE: **Environment Canada Funding Agreement – Inflow and Infiltration Study**

PURPOSE

The purpose of this report is to request Council approval for the Environment Canada Funding Agreement for the Inflow and Infiltration Study, and to request approval for an amendment to the Inflow and Infiltration Study project.

BACKGROUND

As per the resolution passed at the regular Council meeting dated 2014 01 20, the Engineering and Construction Division is proceeding with its three year Inflow and Infiltration Pilot Study. The project involves the installation of seven rain gauges across the City and five flow meters in the Dell Avenue and Drake Street area.

The rain gauges will be connected to telemetry that will transmit data wirelessly to a central location for analysis. The data would be available in real-time, and the system would have the capability of sending out alarms via email or phone to City staff based on any exceedence of a selected pre-set storm event. The data can also be transferred to a rainfall or isohyetal map to clearly identify the areas that have been impacted by severe rainfall. The data would provide senior management the opportunity to inform the constituents of the magnitude of a rainfall event, and would provide engineers and planners the opportunity to more effectively evaluate the impacts of rain events on the City.

In addition to the above noted benefits, the intent is to utilize the rain gauge data to monitor and track inflow and infiltration. This will facilitate identification of future remedial actions, as may be required. Reducing infiltration and inflow volumes will mitigate overflows and by-passes during periods of intense rainfall.

City staff pursued funding to support the inflow and infiltration project through the Great Lakes Sustainability Fund (GLSF) in January of 2014. The GLSF's mandate to mitigate impairments to the Great Lakes Basin, including the St. Marys River, was an excellent fit with the project objectives. The City was successful in its application, and as a result Environment Canada will be contributing $25,000 to eligible costs during the first year of the project. Additional funding may be available for years two and three through the Ontario Ministry of the Environment and Climate Change. The project is currently being reviewed by provincial staff, and an additional funding agreement may be forthcoming for approval at a future Council meeting.

ANALYSIS

The City is working with Cole Engineering and subsequent vendors to acquire seven heated rain gauges and two flow meters with wireless data transmission capabilities, and three level sensors to enhance existing meters. During the course of specifying and ordering equipment, City staff discovered health and safety requirements that were not originally identified in the project scope or budget. These include the use of Canadian Standards Association (CSA) approved equipment and additional provisions for working at heights. These requirements are currently under review by the consultant and City staff.

IMPACT

The original total project cost was $108,450, with $18,000 from the Green Committee Reserve and $72,600 from the sanitary sewer surcharge account, and $17,850 in in-kind contributions. Environment Canada has agreed to provide $25,000 towards eligible costs during the first year of the project. City staff are now requesting an additional $43,000 to be allocated to the project to cover unforeseen expenses, including:

- CSA rain gauges that are quoted at $3,793 per unit, which are approximately $1,200 more than the original quote for non-CSA approved units plus applicable taxes, exchange, and shipping;
- $3,000 for data transmission programming for the flow meters; and
- $25,000 for the design, installation and inspection of potential roof anchors, and subsequent personal protective equipment. City staff are currently investigating each potential location to determine suitability, including the use of existing anchors to minimize additional costs or placing them on the ground in secured areas. This amount may vary depending on the outcomes of the investigation and if additional funds are required City staff will report back to Council.

Each year $100,000 is budgeted for inflow and infiltration studies and currently there is $70,100 remaining.

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

RECOMMENDATION
It is therefore recommended that Council take the following action:

Resolved that the report of the Environmental Initiatives Coordinator dated 2014 08 11 concerning Environment Canada Funding Agreement and Inflow and Infiltration Study be received and the recommendation that $43,000 be allocated to the Inflow and Infiltration Study from the sewage infiltration allocation in the 2014 sewer surcharge budget be approved. By-law 201-174 appears elsewhere on the Agenda authorizing the Environment Canada Funding Agreement and is recommended for approval.

Respectfully submitted,

Madison Zuppa

Madison Zuppa, MES
Environmental Initiatives Coordinator

Recommended for approval,

Jerry Dolcetti, RPP
Commissioner,
Engineering & Planning Department

Attach.

CONTRIBUTION AGREEMENT

BETWEEN **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**
as represented by the Minister of the Environment who is responsible for Environment Canada (“EC”)

AND **The Corporation of the City of Sault Ste. Marie**
(“Recipient”)

Project Title: Infiltration and Inflow Study (ARN14-412).

Whereas EC is responsible for the Transfer Payment Program entitled "Sustainable Ecosystems", which provides the authority to enter into this Agreement under the program: Great Lakes Sustainability Funds (GLSF) (“EC Program”) ;

Whereas the Recipient is eligible and has the capacity to carry out the Project;

Whereas the Recipient is providing or has secured additional funds from other interested parties totalling $84,007 and thereby is meeting the EC Program requirement to obtain funding from other sources;

Whereas the Recipient shall not generate profit as a direct result of the Project directly supported by this agreement;

Whereas EC wishes to provide financial assistance to the Recipient to enable it to undertake the Project;

Whereas EC and the Recipient enter into this Agreement recognizing that the Recipient has begun the Project and incurred related costs, EC may, pursuant to the terms and conditions of this Agreement, reimburse the Recipient for Eligible Expenditures incurred as of Apr 17, 2014;
Whereas the financial payment to the Recipient shall not directly result in EC acquiring a good or service from the Recipient; and,

Whereas this Agreement is the instrument under which EC’s contribution shall be made;

Now, therefore, this Agreement witnesses that in consideration of the mutual promises and agreements hereinafter set out, EC and the Recipient (“Parties”) agree as follows:

1. DEFINITIONS

Unless the context otherwise requires:

"Agreement" - means this document along with the appendices and schedules in following list which together form an integral part of this Agreement, and together constitute the entire agreement between the Parties, superseding all previous agreements, documents, representations, negotiations, understandings and undertakings related to its subject matter. The Recipient acknowledges having read the Agreement and agrees with the contents.

- Appendix A – General Terms and Conditions,
- Appendix B – Project Cashflow and Environment Canada Funding,
- Appendix C – Payment Request Form,
- Appendix D – Reporting Templates,

“EC Contribution” means the contribution referred to in Section 5a).

“Eligible Expenditure” means an expenditure incurred by the Recipient between Apr 17, 2014 and the Agreement End Date, according to the terms and conditions of Section 6.

“Fiscal Period” means the period or part of the period commencing April 1 and ending March 31 of any year during the Agreement.

“In Kind Contribution” means the cash-equivalent contribution in the form of a useful and valuable good, service or other support provided to the Project, for which no cash is exchanged but that is essential to the Project and that would have to be purchased on the open market, or through negotiation with the provider, if it were not provided.

“Project” means the project, activities or initiatives described in Section 4a).

“Total Canadian Government Funding” means the total cash and in-kind funding available to the Recipient for the Project from federal, provincial, territorial and municipal governments.

“Total Contribution” means the total value of the cash and in-kind contributions from all sources secured for expenditures related to the Project, as set out in Section 5b).

2. DURATION

This Agreement comes into force on the date of last signature ("Effective Date") and ends on March 31, 2017 ("Agreement End Date") unless this Agreement is terminated earlier in accordance with the terms of the Agreement.

The Project shall be completed by the Agreement End Date.

3. PURPOSE & EXPECTED RESULTS

The purpose of this Agreement is to establish the terms and conditions for the provision of EC’s Contribution to the Recipient.

EC's Contribution shall enable the Recipient to measure and track stormwater infiltration and inflow over 3 years (via a network of monitors and gauges) to identifiy areas with high flows and thus potentially mitigate wastewater overflows and bypasses to the St. Marys River.

This Agreement supports the objectives of the following EC program activity: 1.3.4 - Ecosystems Initiatives, with the expected result(s) of:

i. New knowledge and data produced by collaborating organizations contribute to the management and sustainability of Canadian ecosystems.

4. ACTIVITIES, PROJECT OR INITIATIVE BEING FUNDED

a) In order to achieve the expected results, the Recipient shall undertake the Project. The EC Contribution shall support, in whole or in part, the following key Project activities:

i. Establish and maintain a rain gauge network covering strategic locations across the community, to capture data on year-round precipitation over a period of 3 years.

ii. Set-up, and adjust as needed, a series of flow meters in the community's sanitary sewer system over a period of 3 years to help identify high-flow, problem areas that are potentially contributing to wastewater overflows and bypasses.

iii. Establish and maintain a data management system capable of receiving the information transmitted wirelessly from the rain gauges and some of the flow meters and calculating the approximate infiltration and inflow volumes.

iv. Review, analyze and record observations and insights gained from the collected data in addition to information collected from sanitary sewer maps, maintenance records, staff interviews, work orders, engineering reports, and wasterwater bypass records.

5. MAXIMUM AMOUNT OF CONTRIBUTION

a) EC agrees, subject to the terms and conditions of this Agreement, to contribute towards the Eligible Expenditures set out in this Agreement incurred by the Recipient to undertake the Project, up to a maximum amount of $25,000 cash.

b) The Total Contributions secured or provided by the Recipient for the Project is $109,007.

c) Of this total, the Total Canadian Government Funding (cash and in-kind) is $109,007 which represents 100% of the Total Contributions (cash and in-kind).

d) By the Effective Date the Recipient provided, and EC accepted, a project cashflow for the duration of Project as set out in Appendix B – Project Cashflow and Environment Canada Funding. EC's cash contribution shall be based on the agreed upon cashflow requirements, and the maximum amounts to be available for each Fiscal Period are as follows:

- for the Fiscal Period 2014-2015 in the amount of $25,000

6. ELIGIBLE EXPENDITURES

a) The following shall be Eligible Expenditures, if directly incurred for the purposes of the Project and if the terms and conditions set out in this Agreement are met by the Recipient, at the satisfaction of EC:

- Salaries and wages, including mandatory employment-related expenditures, when pre-approved by EC
- Contractors
- Material and supplies expenditures
- Other expenditures as pre-approved by EC as detailed in Appendix B – Project Cashflow and Environment Canada Funding
- The eligible expenditures above include any GST/HST that is not reimbursable by the Canada Revenue Agency and any PST not reimbursable by the Provinces

No overhead shall be included in the eligible expenditures in this Section.

b) Expenditures, other than those herein allowed, are ineligible unless specifically approved in writing by EC prior to the time the expenditures are incurred.

7. BASIS AND METHOD OF PAYMENT

a) Basis of Payment

Within the limits of Section 5 of the Agreement and Section 19 of Appendix A, and upon receipt and acceptance of any required reports and/or forms under this Agreement, and in accordance with EC's policies and the applicable laws relating to financial administration, as amended from time to time, EC agrees to pay the Recipient up to the maximum amount specified in Section 5a).

b) Method of Payment

i. The Recipient is eligible to receive payments for EC's Contribution stated in Section 5d) upon receipt and acceptance by EC of an accounting of the Eligible Expenditures directly incurred to-date by the Recipient for the purposes of undertaking the Project.

ii. The Recipient shall submit to EC requests for reimbursement of Eligible Expenditures using the prescribed form provided in Appendix C – Payment Request Form.

iii. Requests for reimbursement may be submitted to EC at any time during the Fiscal Period, but usually not more frequently than four times per Fiscal Period.

c) Final Payment

During the final Fiscal Period EC shall withhold a minimum of $2,500 of EC's Contribution allocated to the final Fiscal Period. EC shall issue the final payment to reimburse the unpaid balance of Eligible Expenditures upon receipt and acceptance by EC of the final report(s) required by Section 8. The Recipient shall submit the request for final payment with the final report(s) required by Section 8.

8. REPORTING

a) Financial Reporting

Cash Flow Statement
By the Effective Date of this Agreement, the Recipient has provided and both Parties have agreed to a cashflow statement for the entire period specified in Section 2, as detailed in Appendix B – Project Cashflow and Environment Canada Funding.

Financial Forecasting
By September 30 and December 31 the Recipient shall provide a financial forecast of the expenditures pertaining to the balance of the Fiscal Period.

Final Reporting
Following completion of the Project the Recipient shall, no later than 30 days after the Agreement End Date as referred to in Section 2, provide a final financial report including:

- a Project income and expenditure summary which shall identify all sources and use of the total Project funds over the duration of the entire Agreement;
- a statement detailing the use of EC's Contribution provided over the duration of the entire Agreement, including an explanation of any financial variances.

The accounting of total Project funding shall confirm that the Recipient continued to meet the eligibility requirements of the EC Program and identifies the need for any repayment, in part or in whole, of EC's financial contribution described in Section 5.

Per Section 7c), the Recipient shall submit the final request for payment when submitting the final report(s).

Certification / Attestation
All Financial Reports submitted by the Recipient shall be certified by a senior officer of the Recipient's organization (such as a CEO or CFO) attesting to the correctness and completeness of the financial information provided.

b) Project Activity Progress Reporting

Project Description
By the Effective Date of this Agreement, the Recipient has provided and both Parties have agreed upon a Project description for the entire period specified in Section 2.

Ongoing Communication
The Recipient shall make all reasonable efforts to respond to ad-hoc requests by EC for information on Project progress. The Recipient shall also advise EC immediately of any substantial events that could impact the Project timeline or cashflow requirements.

Final Reporting

Following completion of the Project the Recipient shall, no later than 30 days after the Agreement End Date as referred to in Section 2, provide a Project Performance Report with Project highlights, description of outcomes with respect to results set out in Section 3, quantitative and qualitative description of the accomplishments / success of the Project; challenges faced and solutions found, information on results (negative or positive) that were not anticipated, and lessons learned.

Per Section 7c), the Recipient shall submit the final request for payment when submitting the final report(s).

c) The Recipient shall provide the reports required by Section 8 using the templates provided by EC in Appendix D – Reporting Templates, or an alternative format as pre-approved by EC.

9. COMMUNICATIONS AND REQUESTS FOR PAYMENT

a) Any request for payment or notice or other formal communication between the Parties shall be:

i. delivered personally; or
ii. scanned and sent by email; or
iii. mailed by registered mail, return receipt requested; or
iv. sent by facsimile transmission, proof of transmission required, and addressed as follows:

for EC:

Department of the Environment
Rose Iantorno, G&C Administration Officer
Regional Director General's Office - Ontario / Great Lakes Areas of Concern section
4905 Dufferin Street
Toronto, Ontario
Canada, M3H 5T4

for the Recipient:

The Corporation of the City of Sault Ste. Marie
Catherine Taddo, Land Development & Environmental Engineer
99 Foster Drive
Sault Ste. Marie, Ontario
Canada, P6A 5X6

b) If such notice or other formal communication is delivered in person, it shall be deemed to have been received on the date of delivery. If such notice is sent by registered mail, it shall be deemed to have been received by the party on the fifth business day following the day it is so mailed, or on the day it is received whichever is earlier. If the notice is sent by email or facsimile transmission, it shall be deemed to be received as of the date of the transmission, and for facsimile as evidenced by an automated confirmation of transmissions.

10. SIGNATURES

The Parties have executed this Agreement by the hands of their duly authorized officers as follows:

For The Corporation of the City of Sault Ste. Marie

By: _____
(print name)

Title: _____
(print title)

Signature: _____

I represent and warrant that I am duly authorized to bind The Corporation of the City of Sault Ste. Marie

Signed this ____ day of _____, 20____

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of the Environment who is responsible for Environment Canada

By: Jon Gee

Title: Manager

Signature: _____

Signed this ____ day of _____, 20____

APPENDIX A
GENERAL TERMS AND CONDITIONS

1. APPROPRIATION

Payment of the EC Contribution shall be made at EC's discretion, which shall not be unreasonably withheld, and shall be subject to an annual appropriation of funds by the Parliament of Canada for the Fiscal Period in which any payment is to be made.

EC may reduce or terminate the EC Contribution in response to a reduction or a denial of an appropriation by the Parliament of Canada in accordance with Section 11d) of Appendix A.

2. ALLOCATION

EC may, in accordance with Section 11d) of Appendix A, reduce or terminate the EC Contribution in response to the Government of Canada's annual budget, a parliamentary, governmental or departmental spending decision, or a restructuring or re-ordering of the federal mandate and responsibilities that impact on the EC Program under which this Agreement is made.

3. PERSONS NOT TO BENEFIT AND LOBBYISTS

The Recipient warrants that:

a) no current or former public servant or public office holder to whom the Conflict of Interest Act, the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service applies shall derive direct benefit from this Agreement unless the provision or receipt of such benefit is in compliance with such legislation and codes;

b) no member of the Senate or the House of Commons shall be admitted to any share or part of this Agreement, or to any benefit arising from it, that is not otherwise available to the general public;

c) no bribe, gift, or other inducement has been paid, given, promised or offered to any person for, or with a view to, the obtaining of this Agreement by the Recipient;

d) it has not employed any person to solicit or secure this Agreement upon any agreement for commission, percentage, brokerage or contingent fee; and,

e) it and any person lobbying on its behalf to obtain the contribution under this Agreement or any benefit hereto related and who is required to be registered pursuant to the Lobbying Act, is registered pursuant to that Act

4. LIABILITY

The Recipient shall indemnify and save harmless Canada, EC, its officers, servants and agents from and against all liability, loss, damages, costs and expenses, including reasonable solicitor/client fees, administrative fees and disbursements, and from all claims, demands, actions, or any other proceeding whatsoever and by whomever made, for personal injury, death, environmental effect or property damage, arising directly or indirectly and whether by reason of anything done or omitted to be done, as a result of negligence or otherwise, from the performance or any default or delay in performance of the Recipient's obligations under this Agreement.

EC shall not be liable for any loan, capital lease or other long-term obligation in relation to the Project for which the contribution is provided.

5. AUDIT

EC may request, at its sole discretion, that an audit of the Recipient's financial statements, as they relate to this Project, be conducted at any point in time. The audit shall be carried out by an independent accredited auditor and be in accordance with the audit scope determined by EC and at EC's expense.

6. REPAYMENT

An amount paid by Canada as part of the EC Contribution or which is treated as such pursuant to the terms of this Agreement, and to which the Recipient is not entitled according to the terms of this Agreement shall be repayable to Canada and until repaid constitutes a debt due to Canada. EC shall deduct any such amount from subsequent payments of the EC Contribution or, if such amount is determined in or after the final Fiscal Period, the Recipient shall repay the amount within thirty (30) days of receiving written notification by EC. Interest shall be due and payable in accordance with the Interest and Administrative Charges Regulations SOR/96-188 made under the federal Financial Administration Act.

7. RECORDS

The Recipient agrees to keep proper accounts and records of the revenues and expenditures for the subject matter of the Agreement, including all invoices, receipts and vouchers relating thereto for a period of six years after the expiration or early termination of the Agreement.

8. ACCESS TO RECORDS AND INFORMATION

Subject to applicable access and privacy legislation and case law, the Recipient shall allow representatives of EC to have access to any records, information, databases, audit and evaluation reports and such information that may be in any way relative to the project, as EC may request during the life of the Agreement or within six years after its early termination or expiration.

9. ACCESS TO PREMISES

The Recipient agrees to give access to EC, by giving a five business day notice to the Recipient, to visit the premises or site where the Project is being carried out in order to review and assess the progress of the Project and compliance with the Agreement. The Recipient will provide such access only when the Recipient has control of the site or premises and authority to grant access.

10. CONSENT TO DISCLOSURE

The Recipient consents to the public disclosure by EC of any information provided under this Agreement, including without limitation information which relates to activities and objectives which are the subject of this Agreement, except where such information would not be disclosed pursuant to Section 20 of the Access to Information Act R.S.C. 1985, c. A-1. It is expressly agreed that EC may disclose, among other information, the following elements of information:

a) Name of the Recipient;
b) Maximum amount of the contribution;
c) Purpose of the Agreement;
d) Activities to be undertaken under the Agreement
e) Duration of the Agreement; and
f) Analysis, audit and evaluation reports relating to the Project performed by either of the Parties.

11. DEFAULT, REMEDIES, TERMINATION BY REASON OF DEFAULT AND REDUCTION OR TERMINATION AT EC's DISCRETION

a) Default

EC may declare a default under this Agreement if any of the following events occur:

- the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors, ceases to actively carry on a business or is subject to an order made or resolution passed for the winding-up of the operations of the Recipient;
- the Recipient has submitted false or misleading information to EC or has made a false or misleading representation in respect of any matter related to this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to EC's satisfaction;
- EC, at its discretion concludes, pursuant to a review of any of the financial reports submitted pursuant to Section 5, that a material discrepancy exists between the actual revenues and

expenditures incurred by the Recipient to date and the forecast amounts set out in Appendix B or between the results attained by the Recipient to date and those that could reasonably be expected to have been attained at that point in time;
- the Recipient is no longer eligible under the eligibility requirements of the EC Program;
- the Recipient fails to complete the Project on the terms and conditions herein; and/or
- the Recipient fails to perform or comply with any term, condition, or other obligation contained in this Agreement for which it has responsibility.

b) Remedies

If EC declares that an event of default has occurred, EC may, in addition to any other remedy provided by law or pursuant to this Agreement, exercise one or more the following remedies:
- reduce the EC Contribution level;
- suspend the payment of any amount in respect of EC Contribution; or
- require the Recipient to repay all or part of the EC Contribution disbursed, with interest, calculated in accordance with the Interest and Administration Charges Regulations, SOR/96-188 from the date of demand for repayment.

The fact that EC refrains from exercising a remedy or any right herein shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right by EC shall not prevent EC in any way from later exercising any other remedy or right under this Agreement or other applicable law.

c) Termination by Reason of Default

- In the event of default, EC may immediately terminate this Agreement by means of a written notice of default and termination given to the Recipient. EC may also exercise any lawful remedy that EC deems appropriate.
- Notwithstanding the foregoing, EC reserves the right, where EC determines that the Recipient's default is capable of cure and that a delay for these purposes is appropriate, to send a written notice of default specifying a cure period of no less than thirty (30) days from the date of the Recipient's deemed receipt of the notice and requiring that the Recipient provide EC with proof of the cure within that delay. At the end of the cure period, EC may proceed to give the Recipient written notice of default and termination of this Agreement, and EC may also exercise any other lawful remedy that EC deems appropriate.

d) Reduction or Termination at EC's Discretion

- At any time before the completion of the Project, EC may, by giving notice in writing to the Recipient, reduce the EC Contribution or terminate this Agreement.
- In the case of a reduction to the EC Contribution, the reduction notice shall give the Recipient sixty (60) days written notice of that reduction in the EC Contribution. Subject to the maximum amount of the EC Contribution under Section 5 of this Agreement and any limits on Eligible Expenditures imposed within the reduction notice, EC shall reimburse the Recipient for any Eligible Expenditures incurred and claimed to the effective date of the

reduction. The Parties understand that any such reduction may affect the full implementation of the Project which may require amending the Agreement in accordance with Section 24 of Appendix A.

- In the case of termination of this Agreement, the termination notice shall give the Recipient sixty (60) days written notice of the termination. Subject to the maximum amount of the EC Contribution under Section 5 of this Agreement and any limits on Eligible Expenditures imposed within the termination notice, EC shall reimburse the Recipient for any Eligible Expenditures incurred and claimed to the effective date of the notice of termination. The funding obligations of EC shall cease as of the effective date of termination.

12. NO PARTNERSHIP

The Parties acknowledge no principal-agent, employer-employee, partnership or joint venture is created by virtue of this Agreement and that the Recipient shall not represent itself as an agent, employee or partner of EC, including in any agreement with a third party.

13. CONFLICT OF INTEREST

The Recipient confirms and warrants that it has, for the duration of this Agreement, no interest, pecuniary or otherwise, in any business matter that would put it in an real and/or apparent conflict of interest. The Recipient shall immediately notify EC, in writing, should any real and/or apparent conflict of interest exist or arise that could have a direct impact on EC's contribution to the Project.

14. PUBLIC ACKNOWLEDGEMENT

Due acknowledgement of EC's contribution for the Project shall be made in the Recipient's publications, public information releases, advertising, promotional announcements, activities, speeches, lectures, interviews, ceremonies and its web site.

EC shall provide the Recipient with the necessary templates and/or electronic files containing the logos and/or acknowledgement statements to be used.

The Recipient shall provide EC with final copies of any document or material utilizing the EC logo, Government of Canada logo and/or acknowledgement statements prior to printing or distribution, for EC approval of the use of said logos and/or acknowledgement statements.

Due acknowledgement consists of including the following in both appropriate official languages:

This project was undertaken with the financial support of:
Ce projet a été réalisé avec l'appui financier de :



Environment Canada Environnement Canada

The EC logo can not be used without the statement.

If space does not permit, the following statement only is to be used:

This project was undertaken with the financial support
of the Government of Canada through the federal
Department of the Environment.

Ce projet a été réalisé avec l'appui financier
du gouvernement du Canada agissant par l'entremise
du ministère fédéral de l'Environnement.

15. CONFIDENTIALITY

a) "Confidential Information" means confidential, private or secret information in all material forms and however fixed, stored, expressed or embodied (and includes, without limitation, samples, prototypes, specimens and derivatives) that is disclosed by the Parties to each other during discussions, telephone calls, meetings, tests, demonstrations, correspondence, any other exchange, communication or otherwise under this Agreement and includes, without limitation:

- all scientific, technical, business, financial, legal, marketing or strategic information;
- information that is non-public, protected, privileged or proprietary in nature, which may have actual or potential economic value, in part, from not being known; and
- information that is related to activities pursuant to this Agreement, irrespective of whether or not such information is specifically marked confidential or identified as confidential at the time of disclosure.

The responsibility rests with the disclosing Party to clearly mark all Confidential Information as "confidential", "private", "secret", "protected", or equivalent wording.

b) Confidential Information disclosed under this Agreement shall remain the exclusive property of the disclosing Party and the disclosure of the Confidential Information to the receiving Party shall in no way be deemed to be a grant of a licence or a proprietary right.

c) The receiving Party shall use the Confidential Information solely for the purposes for which it is disclosed, as indicated in writing by the disclosing party at the time of disclosure, and for no other purposes.

d) Unless the disclosing Party gives to the receiving Party its prior written consent to disclosure, the receiving party shall keep confidential, hold in confidence, safeguard and not disclose the Confidential Information to third parties.

e) The receiving Party shall use all reasonable efforts and take such action as may be appropriate to prevent the unauthorized use or disclosure of, and to preserve the confidentiality of, all Confidential Information, including, without limitation:
- ensuring that the Confidential Information is disclosed only to those: who have a need to know for the purposes of this Agreement; who are subject to a contractual duty of confidentiality; and who are properly instructed to maintain the Confidential Information in confidence; and
- safeguarding all Confidential Information against theft, damage or access by unauthorized persons by all reasonable means, including, without limitation, visitor control, controlled photocopier access, computer firewalls, secure computers, and physical security of facilities and computer networks.

f) The receiving Party shall promptly notify the disclosing Party in writing if it has reason to believe that unauthorized use, possession, acquisition, dissemination or disclosure of any

Confidential Information has occurred, and the receiving Party shall use its reasonable endeavours to cooperate with any appropriate action taken by the disclosing Party to protect such Confidential Information.

g) Upon termination of this Agreement or upon either Party's request, all Confidential Information in any form, including without limitation, any hard or electronic copies, shall be promptly returned to the disclosing Party or destroyed without reviewing any copies or excerpts thereof. The receiving Party shall have no right to continue any use of or disclose the Confidential Information in any way, whatsoever.

h) Nothing in this Agreement shall be interpreted so as to preclude EC from disclosing information that EC may be required or ordered to disclose pursuant to any applicable federal laws, including, without limitation, the Access to information Act, R.S. 1985, c. A-1, the Privacy Act, R.S. 1985, c. P-21 or judicial order.

16. PRIVACY AND PERSONAL INFORMATION

The Parties shall conduct their activities in accordance with applicable legislation dealing with the protection of the privacy and personal information of individuals. For greater certainty, the Recipient shall ensure that its employees, agents and contractors are made fully aware of their obligations to protect personal information.

17. SUPPORTING DOCUMENTATION

The Recipient shall provide EC, as and when requested, all supporting documentation EC deems appropriate to enable EC to review and accept any request for payment. In such case, EC shall advise the Recipient of the appropriate level of detail and of any specific supporting documentation required.

18. AMOUNTS OWING TO THE FEDERAL GOVERNMENT

The Recipient attests to have declared any past-due amounts owing to the federal Crown under any legislation or any agreement with the federal Crown before the signing of this Agreement and agrees to declare any amounts owing to the federal Crown under any legislation or any agreement with the federal Crown that become past-due during the course of this Agreement.

The Recipient acknowledges that any amounts due to the Recipient pursuant to this Agreement may be set-off against any past-due amounts owing to the federal Crown.

19. ENVIRONMENTAL ASSESSMENT

a) The Parties agree that the Canadian Environmental Assessment Act, 2012 S.C. 2012, c. 19, s. 52 (CEAA 2012) does not apply to the Project.

b) If, as a result of changes to the Project or otherwise, the Project becomes a “designated project” as defined in subsection 2(1) of the CEAA 2012, the Recipient agrees that no EC Contribution or additional EC Contribution will become or will be payable by EC to the Recipient for the Project unless and until:

i. the Canadian Environmental Assessment Agency makes a decision that no environmental assessment of the Project is required and posts that decision on the “Internet site” as defined in the CEAA 2012; or

ii. (A) the decision statement with respect to the Project issued by the Minister of the Environment to the Recipient indicates that the Project is not likely to cause significant adverse environmental effects or that the significant adverse environmental effects that it is likely to cause are justified in the circumstances, and

(B) at the time that a claim is submitted for payment by the Recipient to EC, EC is of the opinion that the Recipient has complied or will comply with any conditions set out in the decision statement.

c) If, as a result of changes to the Project or otherwise, the Project becomes a ‘’project’’ as defined in section 66 of the CEAA 2012 and is therefore to be carried out on “federal lands” as defined in subsection 2(1) of the CEAA 2012 or outside Canada, the Recipient agrees that no EC Contribution or additional EC Contribution will become or will be payable by EC to the Recipient for the Project unless and until:

i. for a Project to be carried out on federal lands, EC determines that the Project is not likely to cause significant adverse environmental effects.

ii. for a Project to be carried out outside Canada:

(A) EC determines that the carrying out of the Project is not likely to cause significant adverse environmental effects, or

(B) EC determines that the carrying out of the Project is likely to cause significant adverse environmental effects and the Governor in Council decides that the significant adverse environmental effects that the project is likely to cause are justified in the circumstances; and

iii. at the time that a claim is submitted for payment by the Recipient to EC, EC is satisfied that the Recipient has complied or will comply with any conditions set out by EC, for the purpose of this Agreement, with respect to the determination referred to in subparagraph ii.

d) The Recipient will allow EC and its agents, employees, servants or contractors to access and enter at any time during reasonable hours upon any real property under the ownership or control of the Recipient for the purpose of ensuring that any conditions referred to in subparagraph c) iii) have been or will be complied with.

e) Failure to comply with any of the conditions referred to in subparagraph c) iii), is a cause for default in respect of this Agreement in accordance with Section 11 of Appendix A.

20. SUSTAINABLE DEVELOPMENT

The Recipient shall plan and implement the Project in a manner that promotes sustainable development and ensures the protection of the environment to the greatest extent possible.

21. INTELLECTUAL PROPERTY RIGHTS

"Intellectual Property Rights'' means any and all intellectual property rights recognized by law, including but not limited to intellectual property rights protected through legislation.

a) Any Intellectual Property Rights created by the Recipient in association with the Project shall vest in and remain the property of the Recipient.

b) The Recipient hereby grants to EC a non-exclusive, unconditional, irrevocable, perpetual, worldwide, royalty-free right to exercise all Intellectual Property Rights that vest in the Recipient under 21a), for any public purpose except commercial exploitation in competition with the Recipient. EC's license includes the right to use, produce, publish, translate, reproduce, adapt, modify, disclose, share, distribute, and broadcast the intellectual property.

22. DISCLAIMER

The Recipient shall include the following disclaimer in any public information releases, advertising, promotional announcements, activities, speeches, lectures, interviews, ceremonies and web sites when the Recipient expresses a view or opinion specifically relating or referring to the Project.

"The views expressed herein are solely those of The Corporation of the City of Sault Ste. Marie"

"Les opinions exprimées dans ce document sont celles de The Corporation of the City of Sault Ste. Marie"

23. SETTLEMENT OF DISPUTES

The Parties agree that any matter in dispute under this Agreement shall first be referred to senior officers of the Parties. If the matter cannot be resolved, it shall be submitted to a mediator as agreed upon by both Parties. The Parties shall bear the expenditures directly related to the mediation process equally.

24. AMENDMENTS

This Agreement may be amended by the mutual written consent of the Parties. To be valid, any amendment to this Agreement shall be in writing and signed by the Parties, while this Agreement is in force.

25. SURVIVAL OF TERMS

All representations and obligations contained in this Agreement on the part of each of the Parties expressly or by nature shall survive the early termination or the expiration of this Agreement until they are satisfied or until they expire by nature.

The following sections shall survive the termination of this Agreement:

- Agreement, Section 7c) – Final payment
- Agreement, Section 8 – Reporting
- Appendix A, Section 4 – Liability
- Appendix A, Section 5 – Audit
- Appendix A, Section 6 – Repayment
- Appendix A, Section 7 – Records
- Appendix A, Section 8 – Access to Records and Information
- Appendix A, Section 11 – Default, Remedies, Termination by Reason of Default, and Reduction or Termination at EC's Discretion
- Appendix A, Section 21 – Intellectual Property
- Appendix A, Section 25 – Survival of Terms

26. WAIVER OF RIGHTS

The waiver of any rights following any breach of any representation, warranty, covenant, obligation or agreement shall not be deemed to be a waiver of any further breach. No waiver is effective unless in writing.

27. LEGALITY

The Recipient shall ensure that the Project shall be conducted in compliance with all applicable laws.

APPENDIX B
Project Cashflow and Environment Canada Funding

2014-2015

Project Cashflow

Project Funding		TOTAL		
Contributor	**Contributor Type**	**Cash**	**In-Kind**	**All Funding**
Great Lakes Sustainability Fund	Environment Canada	25,000		25,000
City of Sault Ste. Marie	Municipal Government	45,909	6,500	52,409
Total Project Funding		**70,909**	**6,500**	**77,409**

Project Costs		TOTAL		
Cost Detail	**Cost Category**	**Cash**	**In-Kind**	**All Funding**
Rain gauges and flow meters	Material and supplies expenditures	46,152		46,152
Equipment installation and training	Contractors	19,628		19,628
Data Management System	Other expenditures	5,129		5,129
Equipment installation, electrical work, and on-going maintenance	Salaries and Wages		6,500	6,500
Total Project Funding		**70,909**	**6,500**	**77,409**

EC Funding

		Apr, May, Jun	Jul, Aug, Sep	Oct, Nov, Dec	Jan, Feb, Mar	TOTAL		
Expenditure Detail	**Expenditure Category**	**Cash**	**Cash**	**Cash**	**Cash**	**Cash**	**In-Kind**	**All Funding**
Rain gauges and flow meters	Material and supplies expenditures		15,000			15,000		15,000
Equipment installation and training	Contractors		5,400	1,000		6,400		6,400
Data Management System	Other expenditures		1,600			1,600		1,600
Equipment installation, electrical work, and on-going maintenance	Salaries and Wages		1,000	1,000		2,000		2,000
Total Expenditures		**0**	**23,000**	**2,000**	**0**	**25,000**	**0**	**25,000**

2015-2016

Project Cashflow

Project Funding		TOTAL		
Contributor	**Contributor Type**	**Cash**	**In-Kind**	**All Funding**
City of Sault Ste. Marie	Municipal Government	4,863	5,670	10,533
Ontario Ministry of the Environment	Provincial Government	5,266		5,266
Total Project Funding		**10,129**	**5,670**	**15,799**

Project Costs		TOTAL		
Cost Detail	**Cost Category**	**Cash**	**In-Kind**	**All Funding**
Equipment installation and training	Contractors	5,000		5,000
Data Management System	Other expenditures	5,129		5,129
Equipment installation, electrical work, and on-going maintenance	Salaries and Wages		5,670	5,670
Total Project Funding		**10,129**	**5,670**	**15,799**

EC Funding

		TOTAL		
Expenditure Detail	**Expenditure Category**	**Cash**	**In-Kind**	**All Funding**
Total Expenditures		**0**	**0**	**0**

2016-2017

Project Cashflow

Project Funding		TOTAL		
Contributor	**Contributor Type**	**Cash**	**In-Kind**	**All Funding**
City of Sault Ste. Marie	Municipal Government	4,863	5,670	10,533
Ontario Ministry of the Environment	Provincial Government	5,266		5,266
Total Project Funding		**10,129**	**5,670**	**15,799**

Project Costs		TOTAL		
Cost Detail	**Cost Category**	**Cash**	**In-Kind**	**All Funding**
Equipment installation and training	Contractors	5,000		5,000
Data Management System	Other expenditures	5,129		5,129
Equipment installation, electrical work, and on-going maintenance	Salaries and Wages		5,670	5,670
Total Project Funding		**10,129**	**5,670**	**15,799**

EC Funding

		TOTAL		
Expenditure Detail	**Expenditure Category**	**Cash**	**In-Kind**	**All Funding**
Total Expenditures		**0**	**0**	**0**

Grand Total

Project Cashflow

Project Funding		TOTAL		
Contributor	**Contributor Type**	**Cash**	**In-Kind**	**All Funding**

Great Lakes Sustainability Fund	Environment Canada	25,000		25,000
City of Sault Ste. Marie	Municipal Government	55,635	17,840	73,475
Ontario Ministry of the Environment	Provincial Government	10,532		10,532
Total Project Funding		**91,167**	**17,840**	**109,007**

Project Costs		**TOTAL**		
Cost Detail	**Cost Category**	**Cash**	**In-Kind**	**All Funding**
Rain gauges and flow meters	Material and supplies expenditures	46,152		46,152
Equipment installation and training	Contractors	29,628		29,628
Data Management System	Other expenditures	15,387		15,387
Equipment installation, electrical work, and on-going maintenance	Salaries and Wages		17,840	17,840
Total Project Funding		**91,167**	**17,840**	**109,007**

EC Funding		**TOTAL**		
Expenditure Detail	**Expenditure Category**	**Cash**	**In-Kind**	**All Funding**
Rain gauges and flow meters	Material and supplies expenditures	15,000		15,000
Equipment installation and training	Contractors	6,400		6,400
Data Management System	Other expenditures	1,600		1,600
Equipment installation, electrical work, and on-going maintenance	Salaries and Wages	2,000		2,000
Total Expenditures		**25,000**	**0**	**25,000**

APPENDIX C
Recipient Payment Request Form

SECTION 1: Recipient and Project Identification

EC Finance ID #:		Claim #:		Final Payment?	
Recipient Name:	The Corporation of the City of Sault Ste. Marie				
Project Title:	Infiltration and Inflow Study (ARN14-412).				
Address:	99 Foster Drive, Sault Ste. Marie, Ontario, Canada, P6A 5X6				
Contact Name:		Contact Phone Number:			
Email Address:					
Fiscal Year:	2014-2015	Claim Period:	Apr 17, 2014	to	
Payment Method	Cheque	Recipient's Reference/Invoice # (if applicable):			

SECTION 2: Accounting for Eligible Expenditures Paid this Fiscal Year

Expenditure Type	Current Accounting		Previous Balance	Total for this Fiscal Year
Material and supplies expenditures				
Contractors				
Other expenditures				
Salaries and Wages				
TOTAL Eligible Project Costs		(a)		

SECTION 3: Advances

	Amount	
Advance limit for current fiscal year (from section 7 b) iii of your agreement)		(b)
Advance(s) already issued		(c)
Advance(s) previously accounted for **(excluding amount from Section 2 above)**		(d)
Advance(s) to be accounted for in Section 2 above		(e)=lesser of (a) and (c)-(d)
Advance that is unaccounted for		(f)=(c)-(d)-(e)
Current available advance limit		(g)=lesser of (b)-(f) and (h)-(i)
Advance requested (see note below)		Must be less than or equal to (g)

Note: You must clearly demonstrate the need for any advance. Provide an updated cashflow, if it has changed since the last time submitted to EC. You should also provide other supporting documents to demonstrate the need for an advance, clearly indicating a gap between the timing of the project costs and the funding received from all project funders.

SECTION 4: Payment Amount

This Payment	Requested
Reimbursement of Eligible Expenditures Requested	
Advance Payment Requested	
Payment to be Issued	

SECTION 5: Payment Summary

	Current Fiscal Year	
Total EC Funding	25,000.00	(h)
Total of previous advance payments and reimbursements		(i)
Current payment (from Section 4 above)		
Total Payments		
Balance of EC Funding Available	25,000.00	

SECTION 6: Recipient Certification

I hereby certify that the information provided in this form is accurate and that (1) any reimbursement requested or accounting for advance is for an eligible expenditure as defined by the Agreement and/or (2) any advance requested will be used in accordance with the Agreement.

Name and Title (Print) _____ Signature _____

DEPARTMENTAL USE ONLY

Verified By

Name _____ Date _____

Certified Pursuant to s.34 of the FAA

Name (print) _____ Signature _____ Date _____

			Line of Coding	Amount
Invoice Number:	-	Financial		
Commitment:		Coding:		

APPENDIX D
Reporting Templates

Further to Section 8, "Reporting" of the Agreement, EC has attached to this agreement, or will provide under separate cover, the following templates which are to be used to meet the reporting requirements of this Agreement.

Financial Reporting - Section 8 a)

Reporting Requirement	Template or Documentation Required
Financial Forecasting	EC will contact the Recipient directly to obtain the required information
Final Reporting	Final Reporting template (for both Financial and Activity results reporting)

In addition, Appendix C - *Request for Payment Form* is to be used for all requests for reimbursement of expenditures, as stated in Section 7, "Basis and Method of Payment" in the Agreement

Project Activity Progress Reporting - Section 8 b)

Reporting Requirement	Template or Documentation Required
Final Reporting	Final Reporting template (for both Financial and Activity results reporting)

- EC may revise these reporting templates and will provide the Recipient with updated templates in a timely basis.
- As stated in "Ongoing Communication" in Section 8b) of the Agreement, EC may request that the Recipient provide information on the financial and/or activity progress of the project, in addition to the reports required by this Agreement.

COUNCIL REPORT

August 11, 2014

TO: **Mayor Debbie Amaroso and Members of City Council**

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

DEPARTMENT: **Engineering and Planning Department**

RE: **Pim Street Pump Station Sluice Gate Replacement**

PURPOSE

The purpose of the report is to obtain approval to award Contract 2014-12E, Pim Street Pump Station Sluice Gate Replacement.

BACKGROUND

The Pim Street pump station has been experiencing increased maintenance demands on the pumps due to accumulation of grit and debris in the wet well. This problem is exacerbated due to the current inoperability of the wet well sluice gate, which typically permits isolation of the wet wells for maintenance and cleaning. The valve stem for the gate has failed, and in addition to this issue, grit and debris has accumulated in the seat of the gate, prohibiting closure. Therefore, gate replacement is required, with enhancements to enable closure during periods of grit accumulation.

ANALYSIS

One (1) tender was received, and was found to be complete. The results are summarized in the attached report. The tender of $109,650.68 (incl. HST) was received from Cecchetto & Sons Ltd., and is 44% higher than the Engineer's pre-tender estimate for this contract of $76,275.00 (incl. HST).

The pre-tender estimate was prepared using best practice procedures. The limited interest in the project was likely the result of the construction risk associated with the sluice gate replacement, and current workload of other potential contractors, resulting in a higher than normal tender value. Other factors impacting interest may have included the size of the project, and type of work.

The sluice gate delivery time is projected at 14 weeks. Therefore, the overall project schedule is projected at 26 weeks, with completion in approximately February of 2015, barring any unforeseen circumstances.

Approximately $6,000 (excl. HST) will be required for the construction and administration phase of the project. To date $8,400 has been approved for the engineering and analysis of the sluice gate, including design and tendering, with an additional $3,600 for analysis associated with other alternatives, including:

1. raising the interconnecting sluice gate and undertaking increased maintenance
2. installing a recirculation/cleaning system to reduce the buildup of grit and debris
3. raising the interconnecting sluice gate and installing a recirculation / cleaning system to reduce the buildup of grit and debris

It was determined that only the sluice gate raising and replacement would proceed at this time. Once this phase of work is complete the intention is to clean the wet wells as required to maintain pump performance, and monitor the results over time. Maintenance and clean-out costs will be assessed, in relation to design and implementation of a mixing or recirculation system. A future Council report will be brought forward for approval, if the additional capital works are justified.

IMPACT
When recoverable HST is removed, the City's cost to complete this project is projected to be approximately $105,000, to be funded from the sanitary sewer surcharge account. This project is within the annual capital budget of $1,000,000 for the sewage treatment plants and large pump stations.

STRATEGIC PLAN
The sluice gate replacement project, although not specifically mentioned in the Strategic Plan, is linked to Strategic Direction1: Developing Solid Infrastructure.

RECOMMENDATION
It is therefore recommended that Council take the following action:

Resolved that the report of the Land Development and Environmental Engineer dated 2014 08 11 concerning the Pim Street Pump Station sluice gate replacement be received and the recommendation that Cecchetto & Sons Ltd. be awarded the contract be approved.

By-law 2014-176 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

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

Recommended for approval,

Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

COUNCIL REPORT

August 11, 2014

TO: **Mayor Debbie Amaroso and Members of City Council**

AUTHOR: **Melanie Borowicz-Sibenik, Assistant City Solicitor**

DEPARTMENT: **Legal Department**

RE: **Deeming By-law Request Bayview Subdivision – Lots 13 to 16, Plan 2872 and Parts 3 and 4, Plan 1R4870 (Soo Environmental Services Inc.)**

PURPOSE

The purpose of this report is to bring to Council a request received from the owner of Lots 13 to 16, Plan 2872 and Parts 3 and 4, Plan 1R4870 Bayview Subdivision.

BACKGROUND

The owner of Lots 13 to 16, Plan 2872 and Parts 3 and 4, Plan 1R4870 Bayview Subdivision has requested that the City pass a deeming by-law under Section 50(4) of the *Planning Act* for Lots 13 to 16, Plan 2872 and Parts 3 and 4, Plan 1R4870. The effect of the Deeming By-law, once it is registered on title, would be that this property would be treated as one block of land and could no longer be sold as individual lots without the by-law being repealed or by a Committee of Adjustment severance approval.

The owner would like to build a garage on this property for personal storage. The request to pass a Deeming By-law for these lots was circulated to Planning, Building, Engineering and the Committee of Adjustments. There were no objections on condition that the City receive a copy of the registered Application to Consolidate the Parcels for this property.

I have attached a copy of a portion of Plan 1R4870 which shows the property as “Subject Property”. The Deeming By-law would be registered on the Subject Property once the owner has provided a copy of the registered Application to Consolidate the Parcels.

ANALYSIS

N/A

IMPACT
N/A

STRATEGIC PLAN
N/A

RECOMMENDATION
It is therefore recommended that Council take the following action:

Resolved that the report of the Assistant City Solicitor dated 2014 08 11 concerning the Deeming By-law request for Lots 13 to 16, Plan 2872 and Parts 3 and 4, Plan 1R4870, Bayview Subdivision be accepted and the recommendation that Council pass the aforesaid Deeming By-law subject to the condition that the owner of the Subject Property provide the City with a copy of the registered Application to Consolidate the PINs for the Subject Property be approved. By-law 2014-163 which has the effect of deeming Lots 13 to 16, Plan 2872 and Parts 3 and 4, Plan 1R4870, Bayview Subdivision, as not being part of a plan of subdivision appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

Melanie Borowicz-Sibenik
Assistant City Solicitor

Recommended for approval,

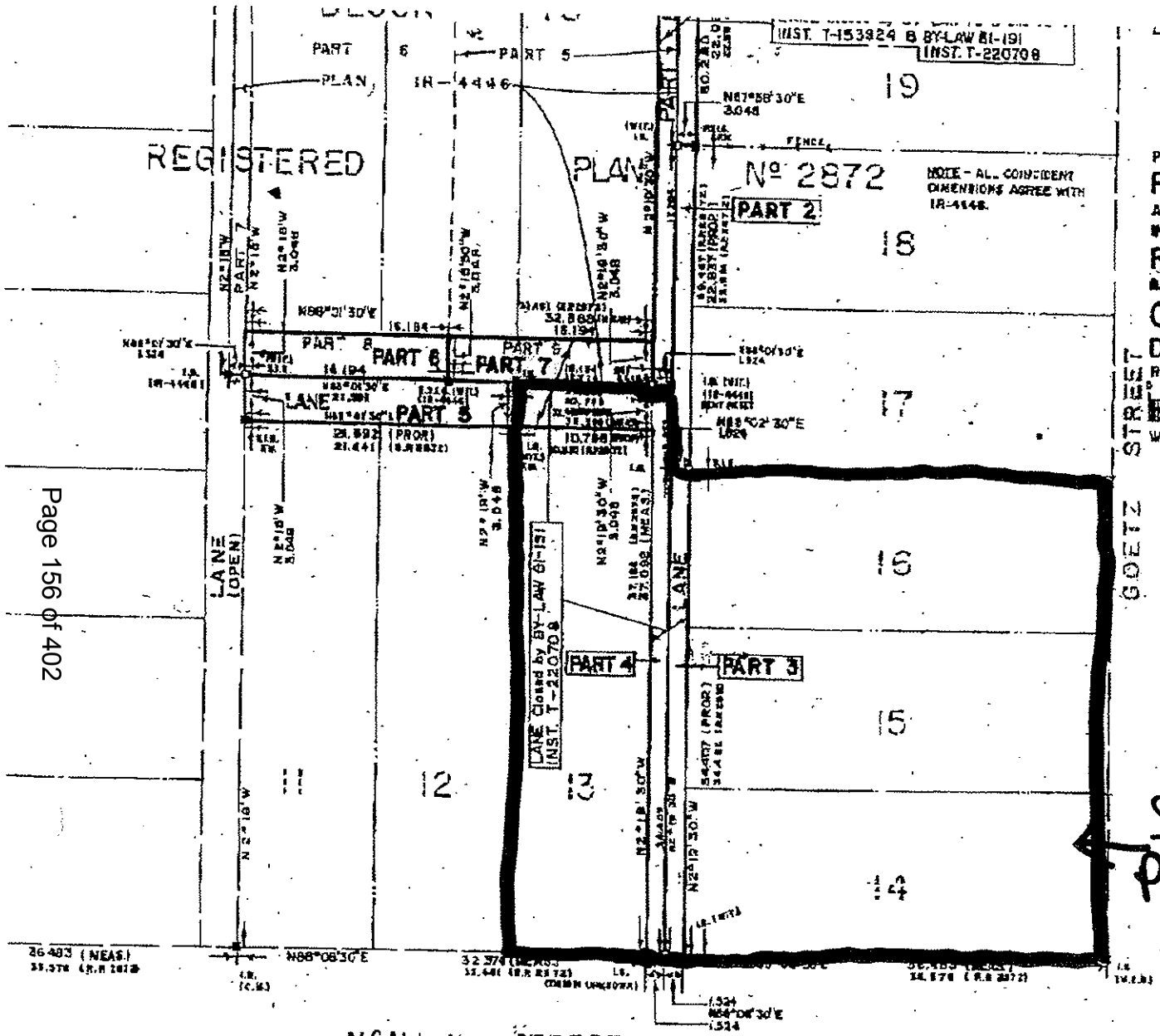
Nuala Kenny
City Solicitor

MBS/da

LEGAL\STAFF\COUNCIL REPORTS\2014\DEEMING BY-LAW REQUEST LTS 13-16 PL2872 AND PTS 3 AND 4 1R4872 BAYVIEW SUB PR7.1 (SOO ENVIRONMENTAL SERVICES INC.)

Part

IR4870



PARTS 1,2,3,4,5,6,7 and 8 SUBJECT TO EASEMENT

PLAN OF SURVEY OF

PART OF LANES

ABUTTING LOTS 8,9,10,11,12,13,14,15,16,17,18,19 and 20 IN BLOCK 18

REGISTERED PLAN Nº 2872

BAYVIEW SUBDIVISION — NORTHERLY PORTION

CITY OF SAULT STE. MARIE

DISTRICT OF ALGOMA

RATIO — 1 : 300

0 5 10 20

WILLIAM E. BOLAN, O.L.S. — 1981

NOTE - ALL COINCIDENT DIMENSIONS AGREE WITH IR-4446.

Subject Property

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY

(1) THAT THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT AND THE REGISTRY ACT AND THE REGULATIONS MADE THEREUNDER

(2) THAT THIS SURVEY WAS COMPLETED ON THE 29th DAY OF SEPTEMBER, 1981.

OCTOBER 5, 1981
SAULT STE. MARIE, ONT.

William E. Bolan
WILLIAM E. BOLAN
ONTARIO LAND SURVEYOR
Wm. E. BOLAN LTD.

LEGEND

S.B. — DENOTES A 5/8" SQUARE IRON BAR 2' LONG
S.I.B. — DENOTES A 1" SQUARE IRON BAR 4' LONG
M — DENOTES FOUND
□ — DENOTES PLANTED
S.S.I.B. — DENOTES A 1" SQUARE IRON BAR 2' LONG
(C.M.) — DENOTES CHAMBERS and MILLER, O.L.S.
(W.E.B.) — DENOTES WILLIAM E. BOLAN, O.L.S.
(F.W.) — DENOTES FRANK WILSON, O.L.S.

BEARINGS ARE ASTRONOMIC, DERIVED FROM THE N87°54'E SHOWN FOR THE SOUTH LIMIT OF DYMENT STREET ON PL IR-4446.

L.S. - 3426

WAYNE A. CHORNEY
CHORNEY LAW
PROFESSIONAL CORPORATION

August 8, 2014

VIA FAX 705-759-5405

Melanie Borowicz-Sibenik
Provincial Prosecutor
Provincial Offences Office
Civic Centre, 99 Foster Drive
Sault Ste. Marie, Ontario P6A 5N1

THE CORPORATION OF THE
CITY OF SAULT STE. MARIE
AUG 08 2014
LEGAL DEPARTMENT

Dear Ms. Borowicz-Sibenik:

RE: Deeming By-Law Request Bayview Subdivision
Lots 13 to 16, Plan 2872 and Parts 3 & 4, Plan 1R4870
My Client - Soo Environmental Services Inc.

This matter is up on Monday have council pass the Deeming By-Law in order that these two lots merge.

Mr. Anderson contacted me last evening wishing that the matter be deferred until the council meeting in the month of September.

I can provide you with further particulars late Monday morning when I return from the Ontario Court of Justice.

Yours truly,

W. Chorney/nb

Wayne A. Chorney

WAC*nb
cc. Michelle Kelly **VIA FAX 705-541-7165**

181 March Street
Sault Ste. Marie
Ontario P6A 2Z6

t (705) 949-6200
f (705) 253-0440
w.chorneylaw@gmail.com

COUNCIL REPORT

August 11, 2014

TO: **Mayor Debbie Amaroso and Members of City Council**

AUTHOR: **Matthew Caputo, Solicitor/Prosecutor**

DEPARTMENT: **Legal Department**

RE: **Coroner's Inquest**

PURPOSE

On May 12, 2014, City Council passed the following resolution moved by Councillor Bruni and seconded by Councillor Sheehan:

> *"Resolved that the unofficial Verdict of Coroner's Jury serving on the inquest into the death of James Robert Vecchio be received as information and that appropriate staff be requested to review and report back to Council."*

This report responds to the above resolution.

ATTACHMENT

Attached as Schedule "A" are the recommendations made by the Coroner's Jury at the Inquest into the death of James Vecchio.

BACKGROUND

Between April 29th, 2014 and May 8th, 2014 a Coroner's Inquest into the death of James Vecchio was conducted at the Sault Ste. Marie City Court House. The Coroner was Dr. S. C. Bodley, and his legal representative was Dan Mitchell, the Crown Attorney from Thunder Bay. The parties to the inquest were the family of James Vecchio, Millenium Crane, Mr. Anthony Vanderloo, CUPE Local No. 3 Public Works and The Corporation of the City of Sault Ste. Marie.

The Coroner's Jury was charged with answering the five relevant questions regarding the death of Mr. Vecchio. The five questions were:

- Who was the deceased?
- What was the date and time of death?
- What was the place of death?
- What was the cause of death?
- By what means did the death occur?

The Coroner's Jury also had the ability to provide recommendations to the parties on how to avoid similar incidents in the future.

In addition to answering the five questions, the Coroner's Jury made nine recommendations, five of which were directed towards the City of Sault Ste. Marie. The recommendations are attached as Schedule "A" to this report.

ANALYSIS

Recommendation #4 and #5 states the following:

> "4. Must contract with companies/individuals who fully comply with the provisions of the existing Contractor Safety Responsibilities Guide, which clearly outlines measures to ensure equipment maintenance and worker safety.
>
> 5. The Contractor Safety Responsibilities Guide is to be reviewed and updated regularly."

These recommendations are already implemented by the City and are currently controlled by the Health & Safety Coordinator.

Recommendation #6 states the following:

> "6. All third parties and or contractors working on a job site must be a party to a Safety Meeting (such as a 'TAILBOARD' meeting) and are required to sign off on the Safety Meeting form. Whenever a new contractor arrives on a job site the information from any previous Safety Meeting relating to the job site must be shared with them, and if appropriate a new Safety Meeting held. If there are significant changes to the job related to the TAILBOARD information sheet, another TAILBOARD meeting will be held. Any changes to a work plan must be clearly noted, initialled by the individual making the change, and communicated to all parties involved."

This recommendation has been implemented by the Public Works and Transportation Department. The recommendation has been included into the

current training regimen for all affected employees. Since employee training is an ongoing process, all staff will have completed their training by year's end.

Recommendation #7 states the following:

> "7. Air horns must be carried by supervisors, signallers and others as deemed at TAILBOARD meetings and shall be an added accessory in all heavy equipment to be used an Emergency Warning Device."

This recommendation has been fully implemented. Air horns have been provided to members of staff at construction sites for use in emergency situations.

Recommendation #3 states the following:

> "3. Draft and implement a Bylaw, as permitted by Provincial legislation, requiring a permit be given to operate a mobile crane on the municipal roadways within the city of Sault Ste. Marie only after the filing of a certificate of mechanical fitness issued annually by a certified inspector or inspection station to Commercial Motor Vehicles as defined by the Highway Traffic Act."

This recommendation has been reviewed by the Legal Department. The Coroner's Jury was advised erroneously at the Inquest that other municipalities within Ontario have a by-law that performs the recommended action. I requested information from numerous municipalities to determine whether they had a similar by-law to the one recommended. No other municipality indicated that it had such a by-law.

Implementing this recommendation as requested by the Jury would be problematic for a number of reasons. Permitting vehicles for operation on highways within Ontario is within the Province's jurisdiction. Such a by-law would be ultra-vires our authority as a municipality. Additionally, the City does not enjoy any expertise in the mechanical fitness of cranes.

It should be noted that the recommendations made by the Coroner's Jury to the Ministry of Transportation request that mobile cranes be designated as Commercial Motor Vehicles for the purpose of the *Highway Traffic Act,* R.S.O. 1990, c. H.8. This would require the demonstration of mechanical fitness on a yearly basis in order to operate a mobile crane within the Province. As transportation falls under Provincial jurisdiction, this would be a more appropriate method for ensuring that mobile cranes are certified and mechanically fit.

IMPACT
N/A

STRATEGIC PLAN
N/A

RECOMMENDATION
It is therefore recommended that Council take the following action:

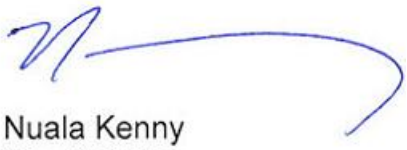
That City Council accept this report as information.

Respectfully submitted,



Matthew Caputo
Solicitor/Prosecutor

Recommended for approval,



Nuala Kenny
City Solicitor

MC/da
attachment

LEGAL\STAFF\COUNCIL REPORTS\2014\CORONERS INQUEST L4.7 DOCX

Schedule "A"

Office of the Chief Coroner
Bureau du coroner en chef

Verdict of Coroner's Jury
Verdict du jury du coroner

The Coroners Act – Province of Ontario
Loi sur les coroners – Province de l'Ontario

We the undersigned / Nous soussignés,

_____ of / de
_____ of / de
_____ of / de
_____ of / de
_____ of / de

the jury serving on the inquest into the death(s) of / membres dûment assermentés du jury à l'enquête sur le décès de :

Surname / Nom de famille: Vecchio
Given Names / Prénoms: James Robert

aged / âgé de: 34 held at / tenue à: Sault Ste Marie, Ontario

from the / du: 29th April 2014 to the / au: 8th May 20 14

By the Coroner / Par le coroner: Dr. / Dr S.C. Bodley, Coroner for Ontario / coroner pour l'Ontario

having been duly sworn/affirmed, have inquired into and determined the following:
ayons fait enquête dans l'affaire et avons conclu ce qui suit :

Name of Deceased / Nom du défunt
James Robert Vecchio

Date and Time of Death / Date et heure du décès
April 16, 2009 at 1407 hours

Place of Death / Lieu du décès
Sault Area Hospital Sault Ste Marie, ON

Cause of Death / Cause du décès
Pelvic Crush Injury

By what means / Circonstances du décès
Accident

The verdict was received on the / Ce verdict a été reçu le 8 (Day / Jour) day of / de May (Month / Mois) 20 14

Coroner's Name (Please print) / Nom du coroner (en lettres moulées): Dr. S.C. Bodley
Date Signed (yyyy/mm/dd) / Date de la signature (aaaa/mm/dd): 2014/05/08

Coroner's Signature / Signature du coroner

We, the jury, wish to make the following recommendations: (see page 2)
Nous, membres du jury, formulons les recommandations suivantes : (voir page 2)

Office of the Chief Coroner
Bureau du coroner en chef

Verdict of Coroner's Jury
Verdict du jury du coroner

The *Coroners Act* – Province of Ontario
Loi sur les coroners – Province de l'Ontario

Inquest into the death of:
Enquête sur le décès de :

James Vecchio

JURY RECOMMENDATIONS
RECOMMANDATIONS DU JURY

To the Ministry of Transportation

1. The Ministry of Transportation should revise the definition of "Commercial Motor Vehicle" by removing it from Section 16-23.1 and including it in 16.1 (a) to include a mobile crane so that annual inspections and certifications are required; and

2. The existing Ministry of Transportation "Annual Permit" (Exhibit 13A) for a mobile crane require the presentation of evidence of mechanical fitness as determined by a certified Truck and Coach mechanic in order to obtain this permit; and

To the City of Sault Ste. Marie

3. Draft and implement a Bylaw, as permitted by Provincial legislation, requiring a permit be given to operate a mobile crane on the municipal roadways within the city of Sault Ste. Marie only after the filing of a certificate of mechanical fitness issued annually by a certified inspector or inspection station to Commercial Motor Vehicles as defined by the Highway Traffic Act; and

4. Must contract with companies/individuals who fully comply with the provisions of the existing Contractor Safety Responsibilities Guide, which clearly outlines measures to ensure equipment maintenance and worker safety; and

5. The Contractor Safety Responsibilities Guide is to be reviewed and updated regularly; and

6. All third parties and or contractors working on a job site must be a party to a Safety Meeting (such as a "TAILBOARD" meeting) and are required to sign off on the Safety Meeting form. Whenever a new contractor arrives on a job site the information from any previous Safety Meeting relating to the job site must be shared with them, and if appropriate a new Safety Meeting held. If there are significant changes to the job related to the TAILBOARD information sheet, another TAILBOARD meeting will be held. Any changes to a work plan must be clearly noted, initialed by the individual making the change and communicated to all parties involved; and

7. Air horns must be carried by supervisors, signalers and others as deemed at TAILBOARD meetings and shall be an added accessory in all heavy equipment to be used as an Emergency Warning Device; and

To The Ministry of Labour

8. Workers shall be removed from excavations during positioning of a Mobile Crane.

9. That 70.(1) 'Access To And Egress From Work Areas In Construction Reg 213/91' in the Occupational Health and Safety Act be revised to include that "a minimum of two means of egress be ensured if physically possible".

Personal information contained on this form is collected under the authority of the *Coroners Act*, R.S.O. 1990, C. C.37, as amended. Questions about this collection should be directed to the Chief Coroner, 26 Grenville St., Toronto ON M7A 2G9, Tel.: 416 314-4000 or Toll Free: 1 877 991-9959.

Les renseignements personnels contenus dans cette formule sont recueillis en vertu de la *Loi sur les coroners*, L.R.O. 1990, chap. C.37, telle que modifiée. Si vous avez des questions sur la collecte de ces renseignements, veuillez les adresser au coroner en chef, 26, rue Grenville, Toronto ON M7A 2G9, tél. : 416 314-4000 ou, sans frais : 1 877 991-9959.

COUNCIL REPORT

August 11, 2014

TO: **Mayor Debbie Amaroso and Members of City Council**

AUTHOR: **Nuala Kenny, City Solicitor**

DEPARTMENT: **Legal Department**

RE: **Deeming By-law Request for Lots 386-389 Plan 58 Hamilton Subdivision**

PURPOSE

The purpose of this report is to bring to Council a request received from the owner of lots 386 to 389, Plan 58, Hamilton Subdivision.

BACKGROUND

The owner of lots 386 to 389, Plan 58, Hamilton Subdivision has requested that the City pass a deeming by-law under Section 50(4) of the *Planning Act* for lots 386 to 389, Plan 58, Hamilton Subdivision. The effect of the Deeming by-law, once it is registered on title, would be that these lots would be treated as one block of land and could no longer be sold as individual lots without the by-law being repealed or by a Committee of Adjustment severance approval.

The owner would like to build a garage on this property. The request to pass a Deeming By-law for these lots was circulated to Planning, Building, Engineering and the Committee of Adjustments. There were no objections on condition that the owner provide us with a registered Application to Consolidate the Parcels for this property.

I have attached a portion of Map 232 showing the lots as “Subject Property”. The Deeming By-law would be registered on the Subject Property once the owner has provided a copy of the registered Application to Consolidate the Parcels.

ANALYSIS

Not applicable.

IMPACT

Not applicable.

STRATEGIC PLAN
Not applicable.

RECOMMENDATION
It is therefore recommended that Council take the following action:

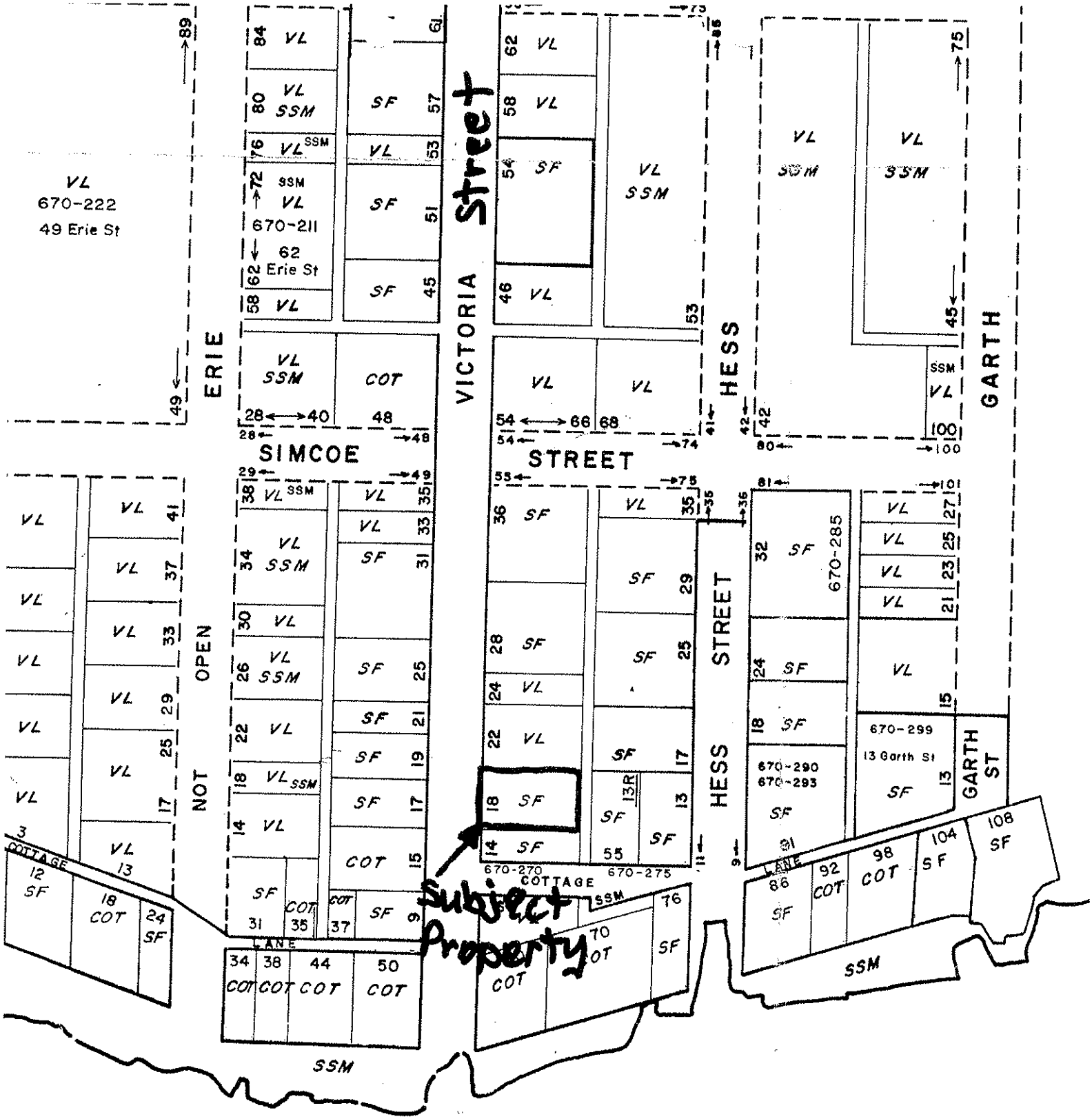
Resolved that By-law 2014-164 which has the effect of deeming lots 386, 387, 388, and 389, Plan 58, Hamilton Subdivision, as not being part of a plan of subdivision be recommended for approval, with the condition that the owner of the Subject Property provide the City with a copy of the registered Application to Consolidate the Parcels for the Subject Property. By-law 2014-164 appears elsewhere on the agenda.

Respectfully submitted,

Nuala Kenny
City Solicitor

NK/cf

cf/staff/Council Reports/2014/Deeming Hamilton Sub aug11.14 PR7.1 Hamilton Sub



Part Map 232

200 METERS

COUNCIL REPORT

August 11, 2014

TO: **Mayor Debbie Amaroso and Members of City Council**

AUTHOR: **Monty Pinder, Manager Landfill & Refuse**

DEPARTMENT: **Public Works and Transportation Department**

RE: **Purchase Landfill GPS Mapping Equipment**

PURPOSE

The purpose of this report is to seek Council approval of using $130,000 from the Waste Disposal Site Reserve to purchase Landfill GPS Mapping equipment and software. The funding request will also include project evaluation and scoping by AECOM Consulting.

BACKGROUND

As of the 2013 annual report, our landfill site has less than eight years of sustainable life left at the present rate of filling. It is critical that we maximize all the remaining space and obtain the best compaction rates possible. As well we are presently working at the higher elevations of the landfill where sloping and proper grades must be maintained on a daily basis, and it is imperative that we remain within our boundaries as specified in our Ministry of Environment Certificate of Approval.

It should be noted that we are working with our consultants Dillon Consulting and AECOM Engineering utilizing aerial photography, manual surveying, and GPS mapping to obtain the data for our yearly reporting. This, however, does not give us accurate daily and weekly elevations nor does this give us our operating compaction ratios. Since we presently do not have access to daily elevations and contours we occasionally find the side slopes out of compliance. These areas must then be excavated, moved, compacted, and re-covered at a substantial cost and time. Top elevations and side slopes are critical as we move closer to the approved limits. The GPS mapping would ensure that we remain in compliance.

This type of GPS mapping technology also measures compaction rates and is able to confirm equipment performance. This gives staff the ability to reduce air

space loss, and also have the ability to ensure landfill equipment is operated at peak performance, thus helping to reduce fuel consumption.

ANALYSIS
The estimated cost to purchase and implement the necessary equipment is $130,000. This is very specialized equipment/technology and an essential tool for the Waste Management Division now and in the future. We have identified three potential suppliers of the system that can provide this specialized equipment and with Council's approval we will seek proposals from selected suppliers. The City will be assisted in the evaluation of the submissions and ensuring the scope of the system meets our needs by our waste management consultants – AECOM Consulting. This has been reviewed with the Finance Department and they are in agreement with this report and the expenditure from the Waste Disposal Site Reserve.

IMPACT
With this equipment on site and available on a daily basis, the Landfill staff will have the ability to map contours, manage density, compaction, and volume, as well as the ability to track equipment performance and efficiency. As a result, this equipment will help to reduce survey and aerial photography costs.

STRATEGIC PLAN
The topic of this report is not directly mentioned in the Corporate Strategic Plan, although, Environmental Leadership is the first objective in the plan. This technology will aim at extending the life of the site and be extremely helpful to staff now and in the future.

RECOMMENDATION
It is therefore recommended that Council take the following action:

That Council approves spending $130,000 from the Waste Disposal Site Reserve and furthermore that Council approves PWT to work with Purchasing and AECOM Consulting to obtain and evaluate submissions from potential suppliers of this technology.

Respectfully submitted,

Monty Pinder
Manager Landfill & Refuse

Recommended for approval,

Larry Girardi
Commissioner, PWT

COUNCIL REPORT

July 14, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Susan Hamilton-Beach, P. Eng.

DEPARTMENT: Public Works and Transportation Department

RE: Simon-Glen Avenue Yield Sign

PURPOSE

On September 12, 2011 a report was taken to council for the intersection of Simon Avenue and Glen Avenue. It was stated in the report that the neighbourhood is still growing and a future report should be brought to council. Ward Councillors Butland and Christian have asked that a report be brought to council at this time.

BACKGROUND

Simon Avenue is an 8m wide local road with a sidewalk on the west side. There is a 3m wide boulevard between the roadway and the sidewalk. Glen Avenue is a 7m wide local road with a sidewalk west of Simon Avenue. Glen Avenue has soft shoulders and ditches. The intersection is currently yield controlled.

ANALYSIS

Traffic patterns in the Simon Avenue and Glen Avenue have not changed much since 2009. In 2009, Simon Avenue had volumes of 260 vehicles/day and Glen Avenue had volumes of 270 vehicles/day. In 2014, Simon Avenue has volumes of 350 vehicles/day and Glen Avenue has volumes of 184 vehicles/day. During peak hour, vehicle volume on Glen Avenue is 20 vehicles, peak hour volume on Simon Avenue is 40 vehicles.

Over the last three years there have been a total of 3 collisions at the intersection. All collisions occurred in the winter and reports indicate all were due to road conditions (2014 - 2 collisions, 2013 – 0 collisions, 2012 – 1 collision). The Stop Sign Collision Warrant states a yield sign is upgraded to a stop when you have 3 collisions per year for 3 consecutive years. Based on our data, the warrant to upgrade the yield sign to a stop sign has not been met. It is critical that the warrant system be used to validate the placement of regulatory traffic signs for liability reasons.

IMPACT
The recommendations of this report will have no financial impact.

STRATEGIC PLAN
The recommendations of this request are not linked to any activity of the Corporate Strategic Plan.

RECOMMENDATION
Resolved that the report of the Deputy Commissioner concerning the yield control at Simon Avenue and Glen Avenue be accepted as information only.

Respectfully submitted,

Susan Hamilton Beach, P. Eng.
Deputy Commissioner

Recommended for approval,

Larry Girardi
Commissioner

COUNCIL REPORT

August 11, 2014

TO: **Mayor Debbie Amaroso and Members of City Council**

AUTHOR: **Steve Turco, MCIP, RPP, Planner**

DEPARTMENT: **Engineering and Planning Department**

RE: **576 Brule Road – A-24-12-Z.OP**

PURPOSE

The applicants are requesting a notwithstanding clause to the Rural Area Policies of the Official Plan to permit a four (4) lot severance application to the Committee of Adjustment, and to rezone the property to permit five (5) serviced Rural Estate lots. The Official Plan permits the severance of one (1) rural residential lot only. Should Council approve the Official Plan and zoning amendment, a subsequent application to the Committee of Adjustment will be required to formerly sever the property.

PROPOSED CHANGE

The applicants, Pauline and Stephen Fosberg are requesting a notwithstanding clause to Rural Area Policy 11 of the Official Plan, which limits rural area severances to one (1) new lot, plus the remnant. The applicants are seeking to create four (4) new lots plus the remnant, (five (5) lots total). The applicants are also seeking to rezone the subject property from "RA" (Rural Area Zone) to "R1" (Estate Residential Zone) to facilitate the development of five (5) serviced lots.

Subject Property:

- Location – SEC 13SW 1/4PT, located on the east side of Brule Road, approximately 400m (1,312') north of Fourth Line. Civic number: 576 Brule Road.
- Size – Approximately 222.8m (730.98') frontage by 376.9m (1,236.4') depth, irregular; 13.68ha (33.81 acres)
- Present Use – Vacant
- Owner – Pauline and Stephen Fosberg

BACKGROUND

This application was brought before Council in August, 2012. At that time, Council agreed to defer the application to allow the applicant to explore the possibility of servicing the proposed lots with municipal water and sanitary services (although in the rural area, Brule Road is a fully serviced municipal road). Since that time, the applicant has conducted a servicing analysis which indicated that there is sufficient capacity in both the existing water and sanitary services to accommodate the proposed lots.

The subject property is located in the north end of the community, just east of Crimson Ridge Golf Course. The area is characterized primarily by rural residential development. Approximately 300 metres south of the property runs a CN rail line. The subject property is approximately 32 acres in size, with approximately 290 metres of frontage on Brule Road. The remainder of the property is situated behind existing lots that front on Brule Road.

Previous applications on this property include a 2003 application, approved by Council, for an Official Plan amendment permitting the severance of a 45.7 metre (150') by 91.4 metre (300') lot, now known as 596 Brule Road.

ANALYSIS

Conformity with the Official Plan

The subject property is designated Rural Area on Schedule "C" of the Official Plan. The Rural Area policies of the Official Plan state that the further development of lots in the Rural Area shall be limited to the creation of one new lot, plus the remnant or retained parcel.

The request to sever four (4) additional lots does not conform to the Rural Area policies of the Official Plan. The policy limiting the creation of one new lot was passed by Council in November 2009. The reason for this policy was to ensure consistency with Provincial Policy allowing for limited Rural Area development and to guide the majority of development to the existing urban area. The policy also seeks to maintain the unique and natural characteristics that are found in the rural area of the community.

The subject property is also located in the Ground Water Protection Area, as shown on Schedule "B" of the Official Plan. Policy G.2 states: Development applications of 5 lots or more must be accompanied by a hydrogeological study that addresses the quality and availability of the water supply, as well as the suitability of the soils to support the proposed septic systems. Given that the proposed lots will be serviced by municipal services a hydrogeological study shall not be required.

A portion of the southerly proposed lot is regulated by the Conservation Authority, and any development on this site may require a permit prior to any construction.

Comments
The applicant is proposing that the future lots will be serviced by the existing water and sanitary services located in Brule Road. Whereas staff has in the past, recommended against multiple lot severances in the rural area, the ability to connect into these existing services is of critical importance to the proposed Official Plan amendment.

The Official Plan currently limits the severance of rural properties to one lot, plus the remnant. However, the Official Plan also recognizes the ability to develop within the rural area at higher densities where municipal services exist. In addition, with the development of Crimson Ridge and the associated residential development on the west side of Brule Road, this area has developed into a small rural node similar to a rural estate subdivision. The lots proposed will also have frontages similar to the lots fronting onto Brule Road, thereby maintaining the character that has been established in this area.

Given the nature of the area, and the availability of municipal services and the consistent lot frontages, Planning staff is of the opinion that an amendment to the Official Plan is warranted.

It is also recommended that the property (and future severed lots) be rezoned from “RA”, (Rural Area zone), to “R1”, (Rural Estate zone). This zoning change will reinforce a consistent built form with the other properties along Brule Road, and will preclude any agriculture uses from occurring on the proposed lots.

Although the proposed lot sizes will be similar to the abutting properties as proposed, each lot will require a small variance to the “R1”, (Estate Residential zone) frontage standard. The “R1” frontage requirement is 45m (147.6’) where the proposed lots will have a frontage of 44.56m (146’). Again, the Official Plan policies indicate that where municipal water and sewer services exist, smaller lots may be considered in the rural area, as long as the proposed lot frontages and areas are within the general character of the area.

When this application was last before Council, staff had indicated that an archaeological assessment may be required. However, since that time, staff has conducted a review of the historical aerial photos for the area, and have determined that the site had been previously disturbed by agricultural activity. Due to this past disturbance, it is unlikely that any archaeological artefacts would be present and therefore an archaeological study is not required.

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

- See attached letter – Engineering Division, PWT, and PUC Services
- No objections/comments – Building Division, Municipal Heritage Committee, Fire Services, Conservation Authority, Algoma Public Health, Accessibility Advisory Committee

Engineering has commented that a Lot Development Agreement will be required to facilitate the development of the serviced lots. As well, a consultant will need to be retained to address the downstream impacts on the sanitary sewer system and whether the system can handle the increased flows generated from the additional lots. Engineering has also indicated that outstanding cost of benefiting owners are owed to the City and the developer of the Crimson Ridge subdivision for cost sharing of infrastructure. It was also advised that the private sanitary and water services connections to the individual lots be done at the same time to avoid multiple new patches along Brule Road. A number of other comments relating to servicing and grading are also included in Engineering's letter attached to this report.

Public Works and Transportation has indicated that the servicing of the lots be installed by an approved contractor, under the supervision of a Consulting Engineer as outlined in a future development agreement.

PUC advises that the creation of 4 lots (5 including the remnant lot) may require a subdivision agreement for electric and water services and that detailed site plans would need to be provided for review. Individual lot owners will be responsible for electric servicing costs as per the charges at time of application. As well, water frontage charges will be due at time of severance.

At the time of writing, staff received only one comment with respect to the proposed application. Mr. John Naccarato expressed concern about the fact that there was not adequate fire protection (i.e. lack of hydrants/water pressure) for the properties along Brule Road and questioned whether adding an additional 4 lots would exacerbate the issue of inadequate fire protection. Building division has commented that any house under 600m^2 does not require fire protection under the Ontario Building Code and that any fire protection in this area would come in the form of a tanker (fire) truck if the water supply is inadequate. Fire Services agreed with this assessment.

As well, PUC has indicated that there are several rural estate lots without municipal water supply, let alone municipal hydrants. PUC added that if the Brule Road residents wish to have the local area water system upgraded to

provide fire protection, they may file a petition under the local improvement act, the cost of which would be imposed upon the residents fronting onto Brule Road.

No other neighbour concerns were raised.

IMPACT
By connecting into municipal servicing, the proposed lots will utilize existing municipal infrastructure and improve the overall cost efficiency of these services.

STRATEGIC PLAN
There is no direct impact to the City's strategic plan as a result of this application.

SUMMARY
The application to sever four (4) rural area lots was before Council in August, 2012. At that time, Council agreed to defer the application to allow the applicant to explore the possibility of servicing the proposed lots with municipal water and sanitary services. Since that time, the applicant has conducted a servicing analysis which indicated that there is sufficient capacity in both the existing water and sanitary services to accommodate the proposed lots.

The Official Plan currently limits the severance of rural properties to one lot, plus the remnant. However, the Official Plan also recognizes the ability to develop within the rural area at higher densities where municipal services exist. In addition, with the development of Crimson Ridge and the associated residential development on the west side of Brule Road, this area has developed into a small rural node similar to a rural estate subdivision. The lots proposed will also have frontages similar to the lots fronting onto Brule Road, thereby maintaining the character that has been established in this area.

Given the nature of the area, and the availability of municipal services and the consistent lot frontages, Planning staff is of the opinion that an amendment to the Official Plan is warranted.

It is also recommended that the property (and future severed lots) be rezoned from "RA", (Rural Area zone), to "R1", (Rural Estate zone). This zoning change will reinforce a consistent built form with the other properties along Brule Road, and will preclude any agriculture uses from occurring on the proposed lots. As well, staff is recommending Council's approval subject to the condition that the retained and severed lots be developed on full municipal services and that development of these lots proceed by way of a lot development agreement.

Should Council approve the Official Plan and zoning amendment, a subsequent application to the Committee of Adjustment will be required to formerly sever the property.

RECOMMENDATION
It is therefore recommended that Council take the following action:

1. That Official Plan Amendment No. 206 be approved, permitting, by way of a notwithstanding clause, the severance of the lot to create four (4) additional rural residential lots, plus the remnant lot;
2. That the subject property be rezoned from “RA”, (Rural Area zone), to “R1”, (Estate Residential zone);
3. That the above recommendations be subject to the retained and severed lots being developed on full municipal services,
4. That the development of the retained and severed lots proceeds by way of a Lot Development Agreement with the City.

Respectfully submitted,

Steve Turco, MCIP, RPP
Planner

Recommended for approval,

Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,

Jerry Dolcetti, RPP
Commissioner Engineering & Planning

ST:ps

Attachment(s)

AMENDMENT NO. 206
TO THE
SAULT STE. MARIE OFFICIAL PLAN

PURPOSE

This Amendment is an amendment to the Text of the Official Plan as it relates to the Rural Area policies of the Official Plan.

LOCATION

SEC 13SW 1/4PT, located on the east side of Brule Road, approximately 400m (1,312') north of Fourth Line. Civic number: 576 Brule Road.

BASIS

This Amendment is necessary in view of a request to permit the creation of four (4) new lots for rural residential purposes.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

"Special Exceptions"

139. Notwithstanding the Rural Area policies of the Official Plan, lands described as SEC 13SW 1/4PT, located on the east side of Brule Road, approximately 400m (1,312') north of Fourth Line; Civic number: 576 Brule Road, may be used to create four (4) new rural residential lots.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.

Jerry D. Dolcetti, RPP
Commissioner

Daniel Perri, EIT
Engineering Intern

ENGINEERING & PLANNING
DEPARTMENT

Engineering & Construction Division

2014 07 18
Our File: A-24-12-Z.OP

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

RE: A-24-12-Z.OP – 576 BRULE ROAD
REQUEST FOR AN AMENDMENT TO THE OFFICIAL PLAN & ZONING BY-LAW

The Engineering and Construction Division has reviewed the above noted application and provides the following:

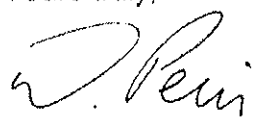
- The applicant must enter into a Lot Development Agreement with the City;
- The applicant will be required to retain a Consultant to determine the downstream impacts on the sanitary sewer system and whether the system can handle the increased flows generated from the additional lots;
- Outstanding charges are owed to the City and the Developer of the Crimson Ridge Subdivision for cost sharing of sanitary infrastructure, which the proposed lots on Brule Road will benefit from. Certification that the payments have been received for the shared costs of the sanitary infrastructure is required;
- The applicant will be required to install the sanitary and water services for each lot and then re-pave the portion of the road that was excavated during the installation of services. Patches for each service connection will not be acceptable;
- Each house must be equipped with a positive displacement grinder pump. The approved pumps for this system are the DH071 manufactured by Environment One or the HPD200 manufactured by Hydromatic. A curb stop and check valve is also required at property line;
- Plans and specifications showing final presale grades should be reviewed and approved by the Commissioner of Engineering and Planning or his designate. Lot grading plans should show existing contours, proposed grades, and buildable area for each lot. As constructed drawings should be modified to show only final grades; and

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

- No work shall be commenced without the approval of the Commissioner of Engineering & Planning or his designate. Any work which requires approvals from the City and the Ministry of the Environment shall not commence until such approvals and agreements are endorsed.

If you have any questions, please contact the undersigned.

Yours truly,



Daniel Perri, EIT
Engineering Intern

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

S. Hamilton Beach P. Eng
Deputy Commissioner

Larry Girardi
Commissioner

July 9, 2014

Donald McConnell
Planning Director

PWT File No.: P.10.0

Subject: Application Number A-24-12-Z.OP
Request for an amendments to the Official Plan and Zoning By-law

Applicant: Pauline and Stephen Fosberg

Subject Property: 576 Brule Road

Staff from Public Works and Transportation ('PWT') has reviewed this application and have no objections. We provide the following comment:

- That the servicing of the lots be installed by an approved contractor, under the supervision of a Consulting Engineer as outlined in the development agreement.

If you have any further questions please contact me at (705) 541-5207.

Susan Hamilton Beach, P. Eng.

Deputy Commissioner
Public Works and Transportation

c. D. Perri, EIT

PUC SERVICES INC.
ENGINEERING DEPARTMENT
500 SECOND LINE EAST, P.O. Box 9000
SAULT STE. MARIE, ONTARIO, P6A 6P2

July 18, 2014

Donald B. McConnell, MCIP, RPP
Planning Director
The Corporation of The
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Dear Sir:

Re: Application No. A-24-12-OP (Re-circulation from August 2012)
576 Brule Road

After review of the OP amendment application to create an additional 4 new lots PUC provides the following comments for consideration;

- The application is checked in [Item 14. Services to be provided] for both Municipal and private water and sewer servicing. Under PUC policy an application that included creation of 4 lots may require the owner to enter into a subdivision agreement with PUC for electric and water services. Detailed site plans would need to be provided for review by PUC and early consultation is recommended.

Electric

- Individual lot owners will be responsible for electric servicing costs as per PUC Conditions of Service Appendix D: Connection Charges at time of electrical application.

Water

- Water frontage will be due at time of severance.

Yours truly,

PUC SERVICES INC.

D. Seabrook

Darren Seabrook, E.I.T.
Electrical Distribution Engineering Intern
CC: Rob Harten

File: 0505_Planning_Brule Road [576] A-24-12-OP Recirclulated in 2014

Steve Turco

From: Andrew Hallett <andrew.hallett@ssmpuc.com>
Sent: Monday, July 28, 2014 10:26 AM
To: Steve Turco
Cc: Don McConnell; Dan Perri; Claudio.Stefano@ssmpuc.com; dominic.parrella@ssmpuc.com; Rob Harten; Don Maki; Paul Milosevich
Subject: RE: A12-14-Z.OP - 576 Brule Road - Fire Protection Servicing
Attachments: RE: Fire Hydrant - Brule Rd. North off Crimson

All,

Mr. Naccarato previously asked PUC to install hydrants on Brule Road – the response from Dominic is attached for your reference.

In SSM, there are several rural estate lots without municipal water supply, let alone municipal hydrants. I would make the observation that some in some municipalities, cistern with fire department connections are used in rural estate developments that are otherwise without municipal water supply for fire protection. Given the practice of using cisterns in other municipalities, the City may have an option through Planning Division to impose this requirement on rural estate development. Perhaps this would require an OP amendment if desired?

If the Brule Road residents wish to have the local area water system upgraded to provide fire protection (it would benefit their insurance costs) they may file a petition under the local improvement act. The cost of the improvement would then be imposed upon the residents of the benefitting frontages of Brule Road.

Thanks,
Andrew

Andrew Hallett, P.Eng.
Water Distribution Engineer
PUC Services Inc.
500 Second Line East
PO Box 9000
Sault Ste. Marie, ON P6A 6P2

T (705) 541-2382
F (705) 949-0083

From: Don Maki [mailto:d.maki@cityssm.on.ca]
Sent: Friday, July 25, 2014 11:59 AM
To: Steve Turco; Andrew Hallett; Paul Milosevich
Cc: Don McConnell; Dan Perri
Subject: RE: A12-14-Z.OP - 576 Brule Road - Fire Protection Servicing

Any building along Brule Road that is residential and under 600 square meters would not need fire protection under the Building Code just like any other house out in the rural area. I don't think there are any houses over 600 square meters. Any fire protection would come in the form of tanker trucks if the water supply is inadequate. There would be little effect on the existing system if there is a demand for firefighting using the existing municipal water lines for these 5 lots. Andrew may want to comment on this further.
Don

From: Steve Turco
Sent: Friday, July 25, 2014 11:49 AM

To: 'Andrew Hallett'; Paul Milosevich
Cc: Don McConnell; Dan Perri; Don Maki
Subject: A12-14-Z.OP - 576 Brule Road - Fire Protection Servicing

Hello everyone, I received a phone call from John Naccarato, a neighbour across the street from 576 Brule Road. He indicated that he and the neighbours are under the impression that there is not adequate fire protection (lack of hydrants/water pressure) for the properties along Brule Road. He questioned whether this will be assessed given that we are now looking at the possible creation of an additional 5 lots on Brule Road. Any comments would be greatly appreciated as I would like to address this in our report to Council. If I can get any comments by next Wednesday, that would be great. Thanks. Steve.

Stephen Turco MCIP, RPP
The Corporation of the City of Sault Ste. Marie
Civic Centre, 5th Floor, 99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

T. 705.759.5279
F. 705.541.7165
E. s.turco@cityssm.on.ca



Please remember the environment before printing this email

Steve Turco

From: Dominic Parrella <dominic.parrella@ssmpuc.com>
Sent: Tuesday, May 20, 2014 4:29 PM
To: Marchy Bruni; Frank Fata; JOHN NACCARATO
Cc: Claudio Stefano; Andrew Hallett
Subject: RE: Fire Hydrant - Brule Rd. North off Crimson

Marchy, Frank, John:

The Crimson Ridge Subdivision was developed without fire protection. At the time the developers were looking to develop the subdivision, the lands were outside the Urban Service Line and required a booster station to provide enough water pressure to service the golf course Club House and the lots on Brule Road north of Fourth Line. It was not economically feasible for the developers to provide the infrastructure that was required for fire protection, so they sought and were given approval (by the City and PUC) to develop without municipal fire protection (i.e. without fire hydrants). It was not feasible at the time and it is probably still not feasible at this time to add fire protection since the people that benefit would have to pay the costs to upgrade the infrastructure.

Let me know if you have any questions.

Thanks,
Dominic.

-----Original Message-----
From: Marchy Bruni [mailto:m.bruni@cityssm.on.ca]
Sent: Tuesday, May 20, 2014 12:05 PM
To: Dominic Parrella; Frank Fata
Subject: Fw: Fire Hydrant - Brule Rd. North off Crimson

Hello Dominic,
Can you please comment regarding this email.
Regards

From: JOHN NACCARATO
Sent: Tuesday, May 20, 2014 12:00 PM
To: Marchy Bruni; Frank Fata
Subject: Fire Hydrant - Brule Rd. North off Crimson

Hello Gentlemen,

As you may know, Brule Rd. north backs onto Crimson Ridge golf course and is serviced by PUC water and sewar. There is a PUC blow-ff valve at the top of the hill, and I recall the golf course sprinklers were at one time serviced with this line as well.

I have placed a call into the PUC to inquire why there isn't any fire hydrant protecting this neighborhood. These are generally higher valued homes, and our insurance premiums are significantly higher due to lack of fire hydrants.

Just wanted to ask if there is anything you can do to help.

John Naccarato
705-541-8685

Pat Schinners

From: Marlene McKinnon <MMcKinnon@ssmrca.ca>
Sent: Wednesday, July 02, 2014 10:21 AM
To: Pat Schinners
Cc: Peter Tonazzo; Anjum Amin
Subject: SSMRCA Response - A-24-12-Z.OP -576 Brule Road

July 2, 2014

Donald B. McConnell, MCIP, RPP,
Planning Director
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Conservation Authority Comments:

Application # A-24-12-Z.OP (Re-circulation from August 2012)
Pauline and Stephen Fosberg
576 Brule Road
Sault Ste. Marie

The subject property is located in an area under the jurisdiction of the Conservation Authority with regard to the O. Reg.176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

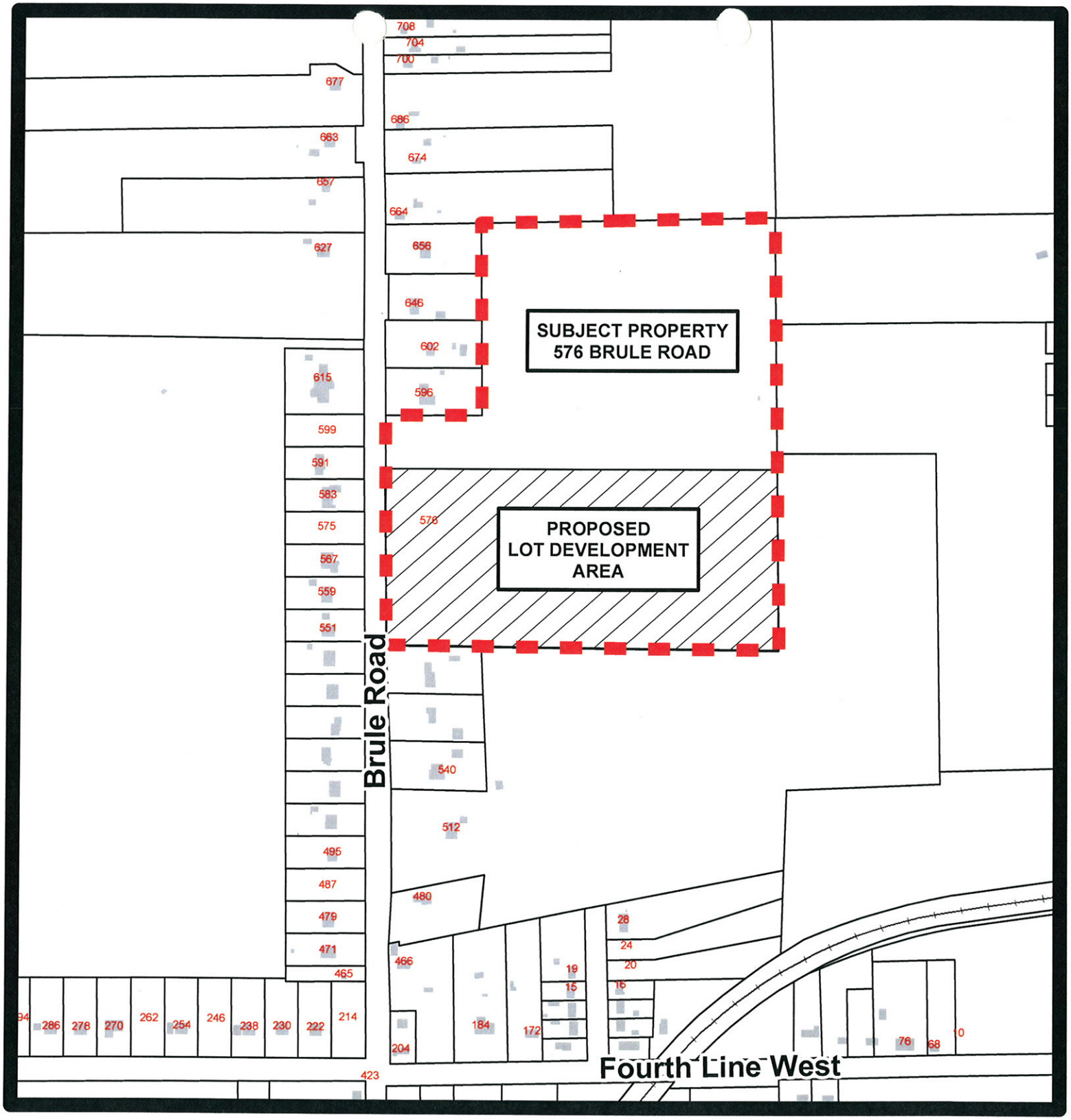
The proposed severed lot identified in the survey as Part 1 will require a site plan review for any development and may require a permit from our office.

The subject property and the proposed severed residential lots are not under consideration of the Drinking Water Source Protection Program of the Conservation Authority with regard to Drinking Water Source Protection.

Should you have any questions on our comments please contact our office.

M. A. McKinnon, CGS
GIS Specialist
Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East
Sault Ste. Marie ON P6A 6J8
mmckinnon@ssmrca.ca
www.ssmrca.ca
Phone 705-946-8530
Fax 705-946-8533

Member of Canadian Institute of Geomatics



SUBJECT PROPERTY MAP

PLANNING APPLICATION A-24-12-OP

576 BRULE ROAD

Subject Property = 576 Brule Road

Proposed Lot Area

Metric Scale
1 : 5000

Maps
137 & 2-38

Mail Label ID
A-24-12-OP

SKETCH TO ILLUSTRATE

PART OF SECTION 13

TOWNSHIP OF KORAH

NOW IN THE

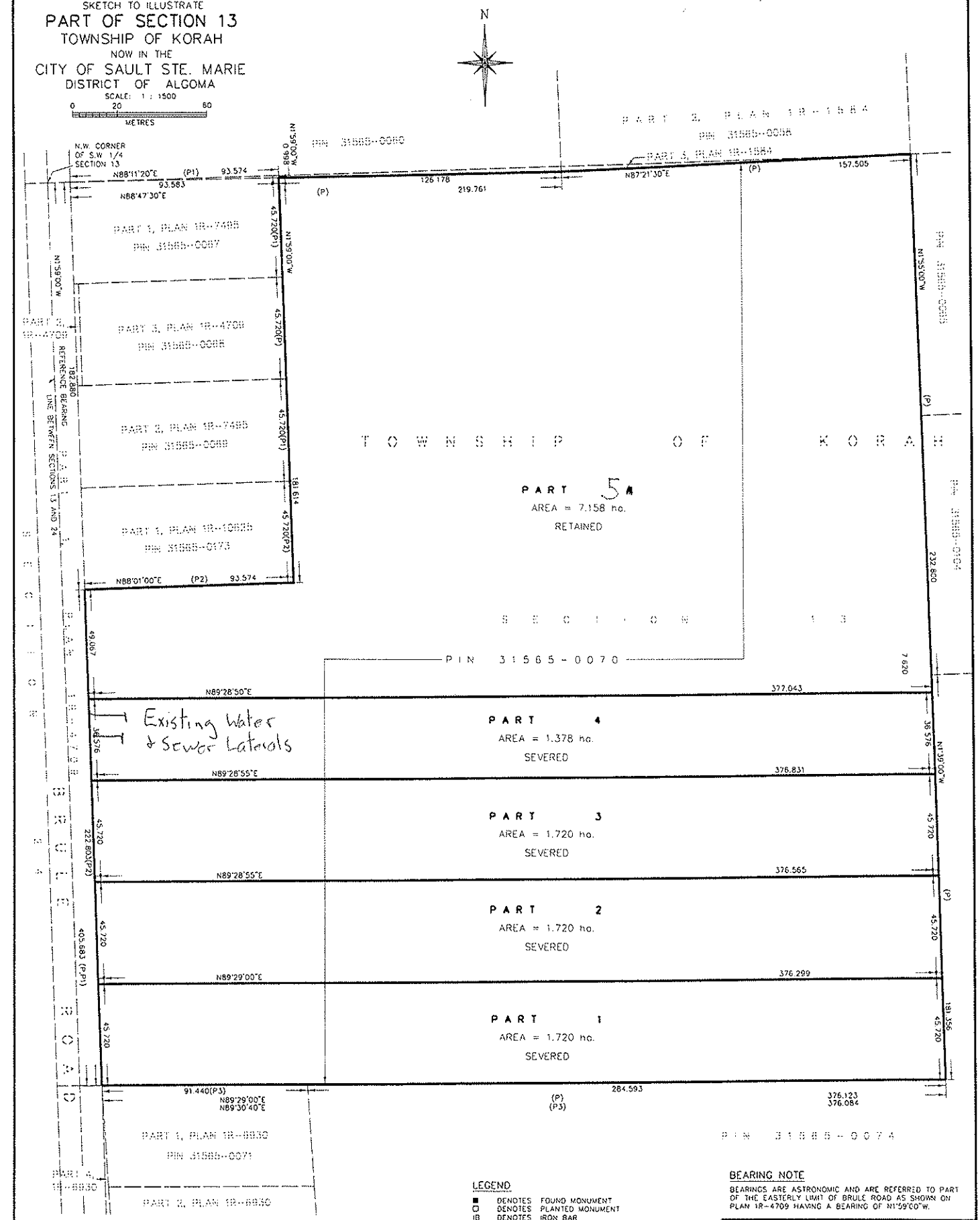
CITY OF SAULT STE. MARIE

DISTRICT OF ALGOMA

SCALE: 1 : 1500

0 20 60

METRES



LEGEND

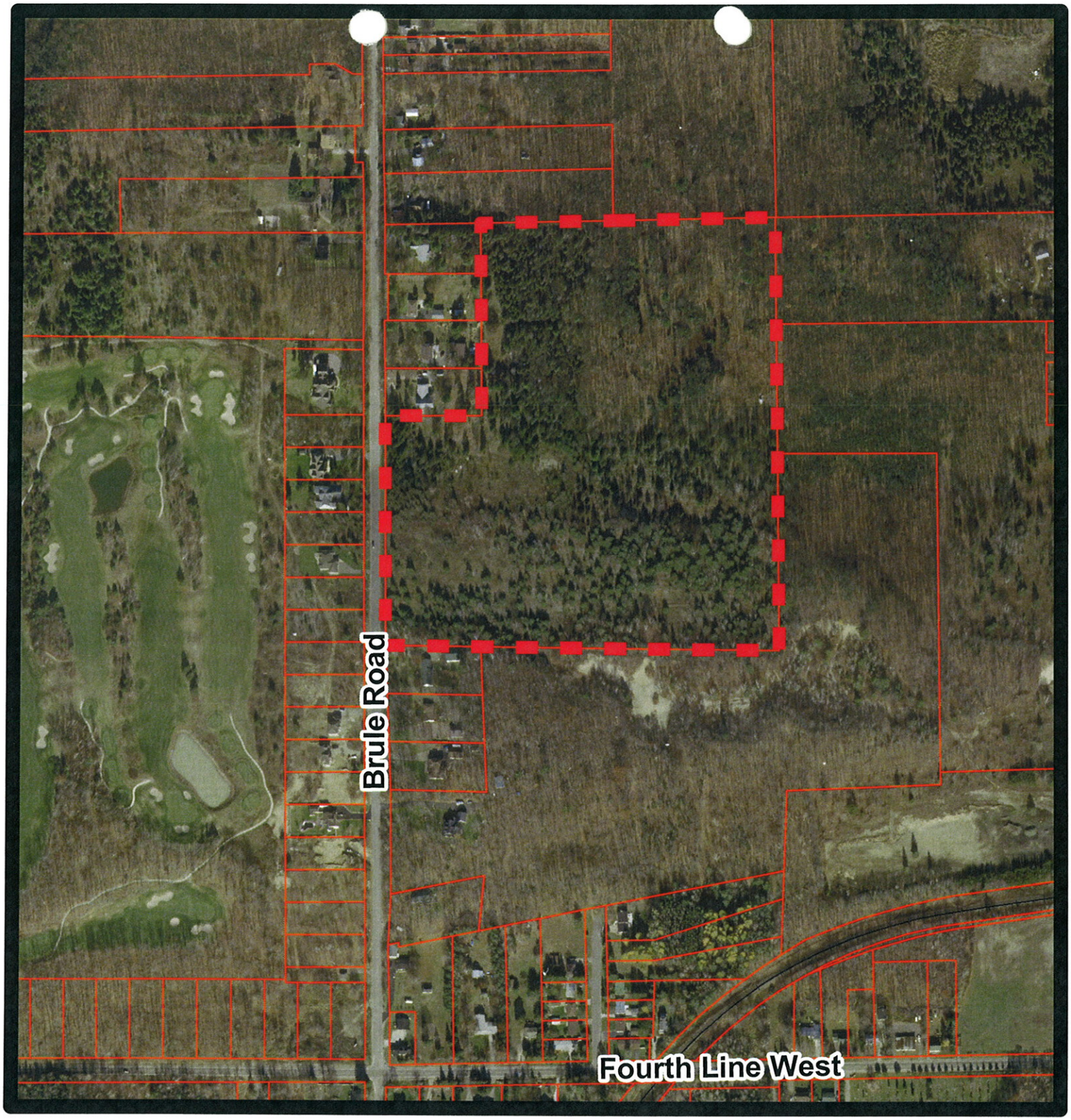
■	DENOTES	FOUND MONUMENT
○	DENOTES	PLANTED MONUMENT
IB	DENOTES	IRON BAR
SIB	DENOTES	STANDARD IRON BAR
SSIB	DENOTES	SHORT STANDARD IRON BAR
M	DENOTES	MEASURED
P	DENOTES	DEPOSITED PLAN 1R-4709
P1	DENOTES	DEPOSITED PLAN 1R-7495
P2	DENOTES	DEPOSITED PLAN 1R-10625
P3	DENOTES	DEPOSITED PLAN 1R-8930
SP	DENOTES	SPIKE
PIN	DENOTES	PROPERTY IDENTIFICATION NUMBER

BEARING NOTE

BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO PART OF THE EASTERLY LIMIT OF BRULE ROAD AS SHOWN ON PLAN 1R-4709 HAVING A BEARING OF N1°59'00"W.

D.S. Thio Surveying Ltd.
Ontario Land Surveyors ♦ Canada Land Surveyors
Planning Consultants
10 KING ST. SAULT STE. MARIE ONT. P6A 2T1
TEL: (705) 254-7851
FAX: (705) 254-5571

CLIENT:	DRAWN BY: KF	FILE:
FOSBERG	CHECKED BY: DSU	U-10711
	FIELD:	



2008 ORTHO PHOTO

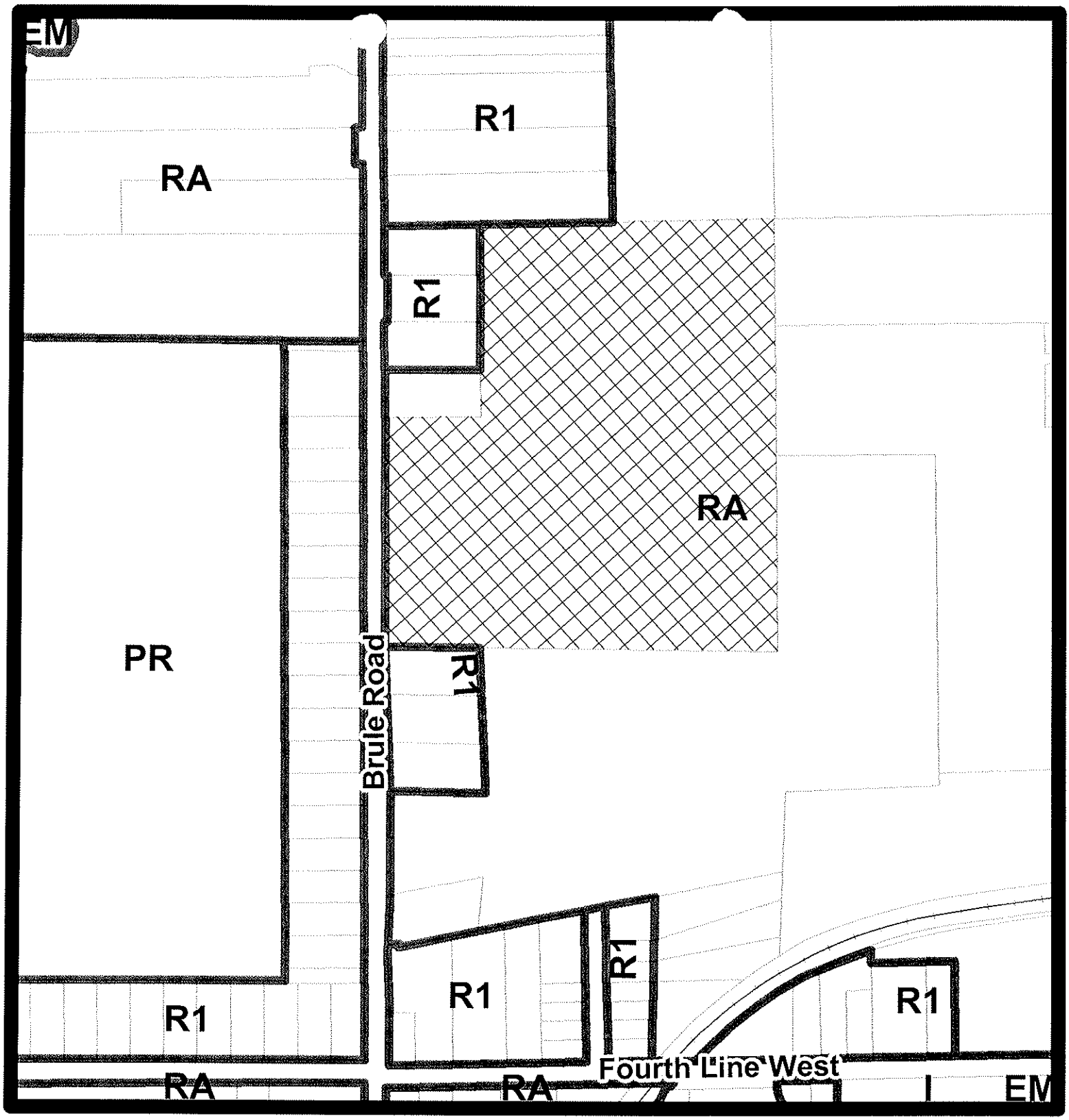
PLANNING APPLICATION A-24-12-OP
576 BRULE ROAD

Metric Scale
1 : 5000

Maps
137 & 2-38

Mail Label ID
A-24-12-OP

Subject Property = 576 Brule Road



EXISTING ZONING MAP

PLANNING APPLICATION A-24-12-OP

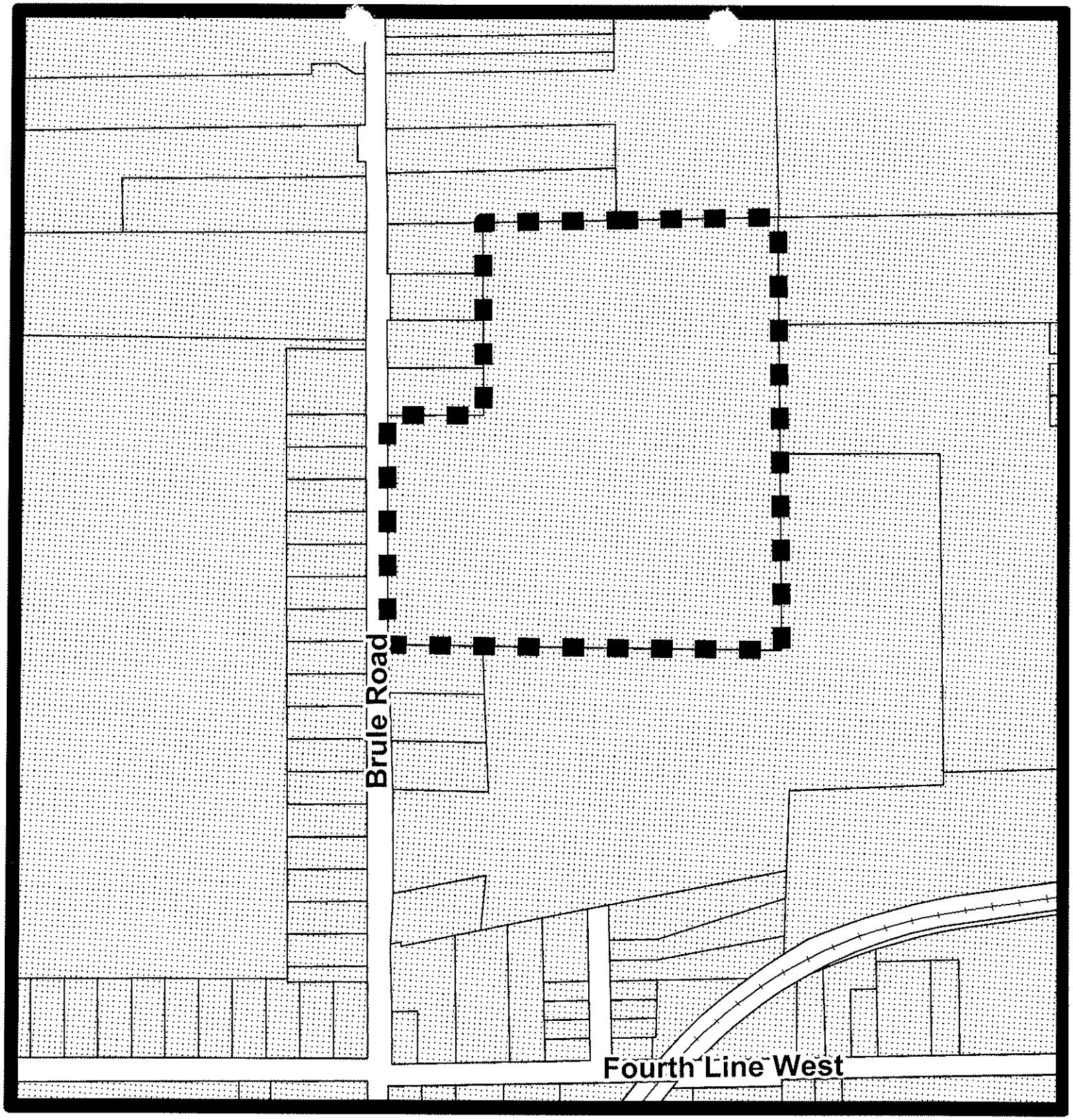
576 BRULE ROAD

Metric Scale
1 : 5000

Maps
137 & 2-38

Mail Label ID
A-24-12-OP

Subject Property = 576 Brule Road



OFFICIAL PLAN LAND USE MAP
PLANNING APPLICATION A-24-12-OP

576 BRULE ROAD

Subject Property = 576 Brule Road

Land Use Designation

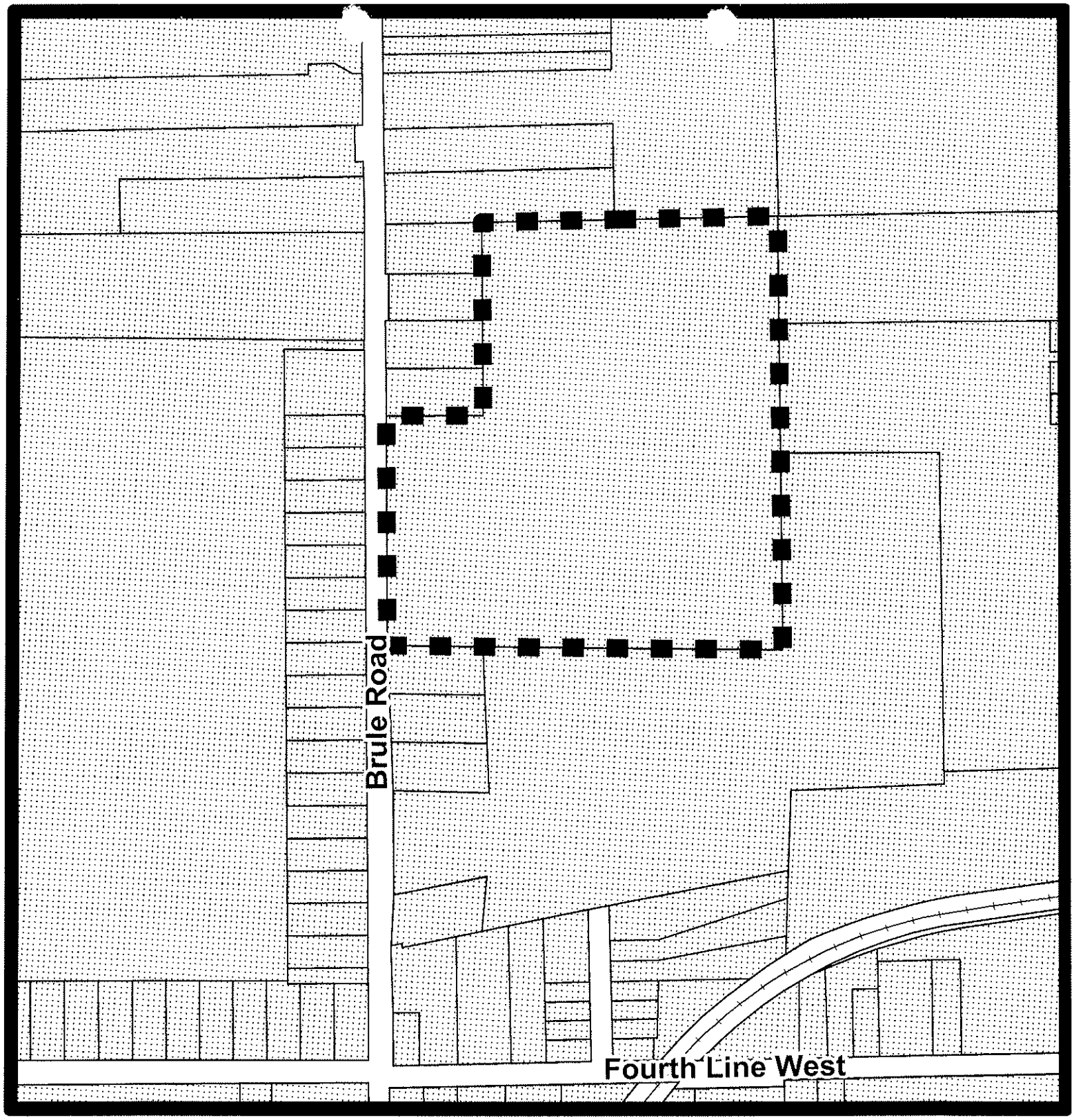
Rural Area

OFFICIAL PLAN AMENDMENT No. _____

Metric Scale
1 : 5000

Maps
137 & 2-38

Mail Label ID
A-24-12-OP



OFFICIAL PLAN LAND USE MAP
PLANNING APPLICATION A-24-12-OP

576 BRULE ROAD

Subject Property = 576 Brule Road

Land Use Designation

Rural Area

OFFICIAL PLAN AMENDMENT No. 206

Metric Scale
1 : 5000

Maps
137 & 2-38

Mail Label ID
A-24-12-OP

Steve Turco

From: Steve Turco
Sent: Monday, August 11, 2014 8:45 AM
To: Rachel Tyczinski
Subject: FW: FW: 576 Brule Road - A-24-12-Z.OP - Staff Report

FYI

From: Steve Turco
Sent: Monday, August 11, 2014 8:44 AM
To: 'Evolution Deck'
Cc: Malcolm White; Don McConnell
Subject: RE: FW: 576 Brule Road - A-24-12-Z.OP - Staff Report

The City cannot mandate covenants. Covenants are between the developer and purchaser. The only type of agreement that the City can mandate is a subdivision agreement which is primarily an agreement on how the development will be serviced. I have cc'd the Clerk so that Council will be made aware of your comments. Will you be appearing before Council?

Thanks. Steve.

From: Evolution Deck [mailto:paverdeck@gmail.com]
Sent: Monday, August 11, 2014 8:30 AM
To: Steve Turco; liza nacc
Subject: Re: FW: 576 Brule Road - A-24-12-Z.OP - Staff Report

One last comment I would have is to require the developer to require similar type covenants on lots as exists on the west side of the street in order to ensure the development is consistent with the existing homes. I can provide these to you if you don't have a copy.

Thanks.

Evolutiondeck Inc.
25 Industrial Court B
Sault Ste Marie, ON
P6B 5Z9
1-800-725-5228
Fax 866-611-9760

On Fri, Aug 8, 2014 at 11:53 AM, Steve Turco <s.turco@cityssm.on.ca> wrote:

Hi John, attached is the staff report for 576 Brule Road. The application will be before Council on Monday, August 11th. Planning matters begin at 5:30pm. Please let me know if you have any questions about the report. Thanks. Steve.

COUNCIL REPORT

August 11, 2014

TO: **Mayor Debbie Amaroso and Members of City Council**

AUTHOR: **Peter Tonazzo, MCIP, RPP, Planner**

DEPARTMENT: **Engineering and Planning Department**

RE: **843 Great Northern Road – A-15-14-Z**

PURPOSE

The applicants are requesting a change to the zoning to allow the construction of an auto body repair establishment.

PROPOSED CHANGE

The applicants are requesting to rezone the subject property from "HZ.S-304", (Highway Commercial Zone, with Special Exception 304) to "HZ.S-304", amending Special Exception 304 to include auto body repair as an additional permitted use, subject to the condition that all storage in association with the auto body repair establishment be visually screened from the roadway.

Subject property:

- Location – Located on the west side of Great Northern Road, approximately 146m (479') south of its intersection with Third Line East. Civic No. 843 Great Northern Road
- Size – Approximately 47m (154') frontage by 122m (400') depth totalling 0.57ha (1.42acres)
- Present Use – Vacant
- Owner – Plumm Investments Inc.

BACKGROUND

In 2013 the subject property was part of a larger block of land which was rezoned to facilitate the construction of a medical office building.

ANALYSIS
Conformity with the Official Plan

The subject property is designated 'Commercial' on Land Use Schedule 'C' of the Official Plan. Traditionally, auto body shops have been treated in two (2) ways: First, as accessory uses to an automobile dealership, permitted within the Commercial land use designation. Second, standalone body shops are treated as industrial uses.

Where a body shop is the main use of the property, there is often the potential for unsightly outdoor wrecked vehicle storage. Body shops also include off-site impacts such as noise (grinders, sanders etc.) and odours/fumes associated paint booth ventilation systems.

When accessory to an automobile dealership, the body shop is secondary to the main use, and as such, generally located on very large lots, with ample separation distances and controls to ensure an aesthetic environment that is conducive to selling automobiles. Accessory use body shops are traditionally associated with larger dealerships selling new vehicles. In this regard, there exist corporate controls to ensure the maintenance of an environment that is conducive to selling new automobiles. Finally, accessory use body shops tend to encompass a very small portion of the overall use, with minimal off-site impacts above and beyond those created by the automobile dealership.

Body shops also have the ability to sell vehicles as an accessory use; however this does not necessarily entitle them to locate in a commercial area. Under these circumstances, the Chief Building Official makes an interpretation upon which activity is the main use, based on the definition of 'Accessory Use.'

The applicant is requesting Council's approval to permit a standalone body shop as the main use on the subject property, therefore, an Official Plan Amendment (OPA) by way of a notwithstanding clause to the Commercial land use designation is required.

It is worth noting that this application was filed as a rezoning only, and the public notice did not reference the need for an Official Plan Amendment. Consequently, if Council chooses to approve this application, it is recommended that approval be in principle, and conditional upon the approval of an Official Plan Amendment, which will require a new public notice.

Comments
This proposal is intended to facilitate the relocation of the existing Carstar auto body repair establishment which is located at 460 Pim Street, as an accessory use to Cambrian Nissan.

Referring to the applicant's preliminary site plan and façade renderings, the main entrance will be oriented towards Great Northern Road. A total of 5 3.66m (12') wide overhead doors are proposed, two (2) along the southern elevation, two (2) along the western (back) wall, and 1 along the north side wall. The design of the building will include a number of interesting architectural features resulting in an aesthetically pleasing structure that will add to the overall character of this portion of Great Northern Road, which has seen a number of new developments and newly renovated buildings in recent years.

The character of this area is a mixture of large commercial (automobile dealerships to the north and south), and industrial (contractor's yard) to the west. The area to the east (across Great Northern Road) includes three (3) blocks of vacant commercial land. From a land use perspective, the proposed use will fit into the general character of the area, given the nearby large commercial and industrial uses.

As the subject property is located within the northern 'Gateway' to the community, aesthetics and high quality design are important. The Highway Zone (HZ) regulations require that 100% of the required front yard be landscaped. The preliminary site plan proposes a landscaped area which is larger than the required 6m (20') front yard.

The gross floor area of the building is proposed to be 2143m^2 (23,070ft^2), which is significantly larger than the existing Carstar facility. As previously mentioned, the nature of the auto body repair business is changing, and in this case, the building has been designed to ensure an optimum workflow efficiency, whereby vehicles pass through a number of different work stations or stages from start to finish. Based upon the gross floor area of the building, the required parking is 41 spaces, 3 of which must be barrier free. Based upon the applicant's site plan, a total of 44 spaces, including 3 barrier free stalls will be provided upon the subject property. The applicant's Consulting Engineer has indicated that Carstar currently employees 15 people, who will park at the rear of the building. The spaces in the front will be utilized for clients, with additional overflow parking at the rear. It is worth noting that all required parking spaces to be paved, whereas the western most (rear) 26 spaces are proposed to be treated with gravel. In this particular case it is appropriate to allow these spaces to remain as gravel, given the area is well setback from the roadway and buffered by the proposed building. Furthermore, portions of the properties abutting the rear of the subject property are also surfaced with gravel.

Traditionally, outdoor storage of vehicles and equipment was a component of most body shops. From an aesthetic standpoint, it is crucial to ensure that there exists a visually screened compound area, as well as a general prohibition of outdoor storage in areas that are not visually screened. In this case, the applicants have indicated that outdoor storage will be minimal. The rear parking

lot is proposed to be a fenced compound area, with the gate being closed after business hours. Given the proposed layout of the site, this area would serve as an appropriate compound which will be visually screened from the roadway by the proposed building and existing development upon neighbouring properties. The property is subject to Site Plan Control, and an agreement will be required prior to any development. At this time staff will review the proposed compound area to ensure that it is 100% visually screened from the roadway.

Off-site impacts such as noise and odour have also been associated with auto body shops. From a noise perspective, the industry has transformed such that body filling, sanding and grinding is not as extensive as in previous years. Given high labour costs, rather than fixing damaged body panels, they are simply replaced. From an environmental standpoint, water based paints have replaced oil based paints. Having said all of this, there remains the potential for off-site noise and odour impacts.

The Ministry of the Environment's Regulations 245/11 and 347/12 are auto body shop specific provisions which set out minimum distance separations from nearby sensitive receptors. The minimum distance separations are related to noise and emissions from exhaust fans venting paint booths. In this case, the nearest sensitive receptor is the former Tendercare property (recently rezoned to permit medical offices) which is approximately 170m away, measured from nearest lot line to nearest lot line. Based upon the Regulations, there do not appear to be any issues with regards to minimum distance separations. Having said this, a number of Environmental Compliance Approvals will be required from the MOE prior to final occupancy. The applicant is aware of these requirements and will be hiring a qualified consultant to assist in this process.

Consultation

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

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

Building Division comments note that there have been two (2) formal complaints concerning the subject property. One in regard to parking vehicles offered for sale on the city boulevard, and the other concerning the use of the property as a contractor's yard. Both issues have been resolved.

Public Works and Transportation have no concerns with the approval of this application, but wish to note that storm and sanitary servicing may be an issue, as the adjacent services are located upon private land. Upon further discussions with the Engineering Department, it has been confirmed that an easement has been registered in favour of the applicant, to access the private services.

Engineering comments note that stormwater management and servicing plans will be required prior to development. Furthermore, it is noted that 70% suspended solid removal will be required for this site. The applicant has retained Elliot Engineering to complete this work, which will be a condition of Site Plan Control.

IMPACT
Approval of this application will not result in significant financial impacts to the municipality.

STRATEGIC PLAN
Approval of this application is not related to any activity defined in the City's Corporate Strategic Plan.

SUMMARY
Based upon the preliminary site plan and elevation renderings, the proposed auto body shop will include aesthetically pleasing facades and high quality landscaping, in recognition of the 'gateway' location of the subject property. This development will also serve to further complete the streetscape along this portion of Great Northern Road. Furthermore, the building will provide a visual buffer between the roadway and the industrial uses to the west of the property.

The subject property is large enough to support the intended use, with ample space to accommodate required setbacks, on-site parking and landscaping. Given the surrounding commercial and industrial character of the area, off-site impacts will be negligible. Having said this, it is still appropriate to restrict any outdoor storage to the compound area behind the building, and to ensure that such storage is 100% visually screened from the roadway.

The property is deemed subject to site plan control, which will be utilized to ensure that among other things, appropriate landscaping is planted and maintained, and that proper servicing and drainage works are constructed and maintained, to the satisfaction of the Commissioner of Engineering or his designate.

RECOMMENDATION
Resolved that the report of the Planner, dated 2014 08 11 concerning Application A-15-14-Z be received and that Council approve the application in principle, subject to the approval of an Official Plan Amendment, which will be re-circulated and brought forward to Council's September 8, 2014 Agenda.

The following approval in principle recommended:

That the subject property be rezoned from "HZ.S-304", (Highway Commercial Zone, with Special Exception 304) to "HZ.S-304", amending Special Exception

304 to include auto body repair as an additional permitted use, subject to the following conditions:

1. That all storage in association with the auto body repair establishment be visually screened from the roadway.
2. That the westernmost 26 parking stalls in association with an auto body repair establishment use only need not be paved.

Respectfully submitted,

Peter Tonazzo, MCIP, RPP
Planner

Recommended for approval,

Donald B. McConnell, MCIP, RPP
Planning Director

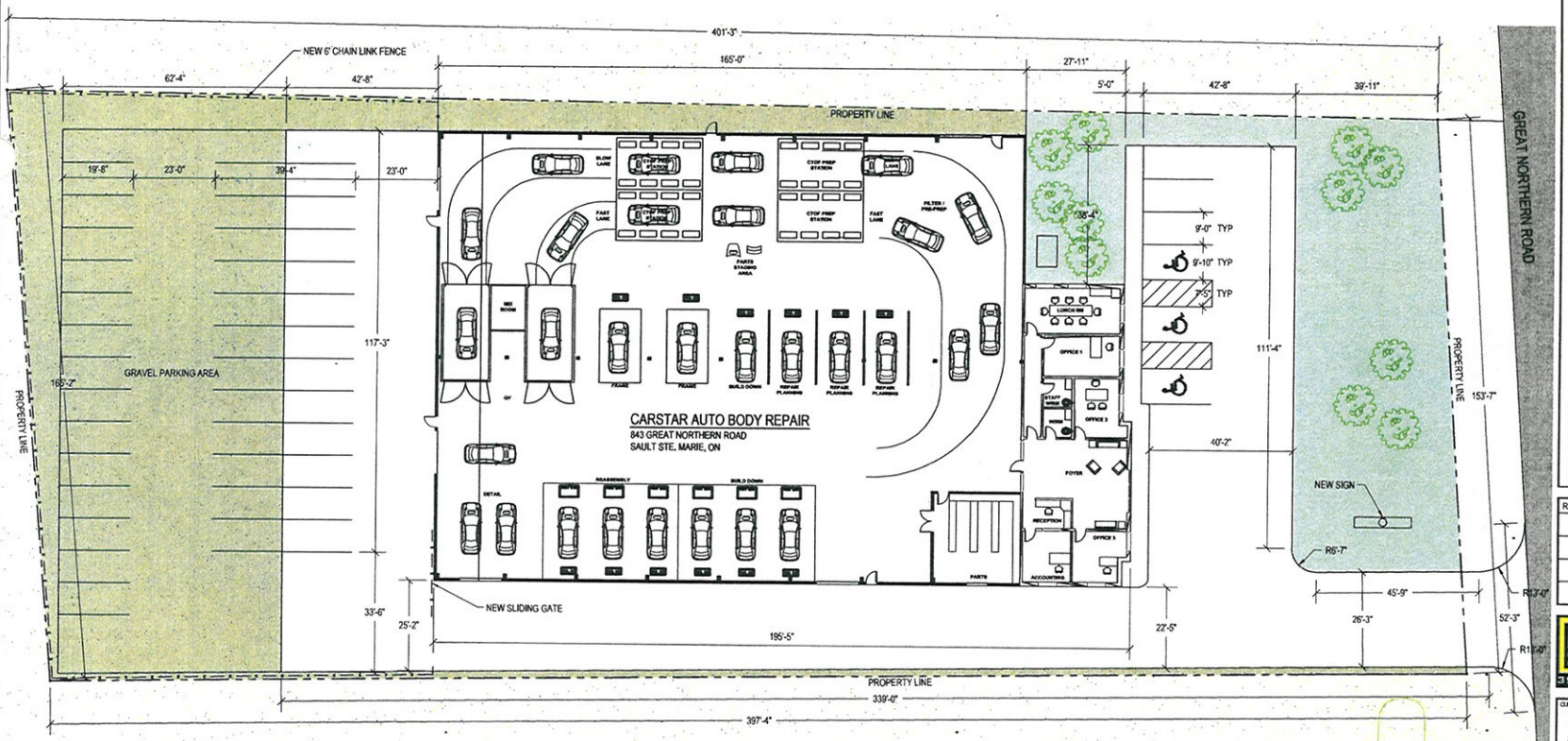
Recommended for approval,

Jerry Dolcetti, RPP
Commissioner Engineering & Planning

PT:ps

Attachment(s)

CARSTAR®
Auto Body Repair Experts
Relax, We'll Take It From Here.®



PROPOSED SITE PLAN
SCALE: 3/32" = 1'-0"

ASPHALT AREA	= 19012 ft²
CONCRETE AREA	= 641 ft²
BLDG AREA	= 23070 ft²
LOT AREA	= 63460 ft²
% COVER BLDG	= 36.35%
% COVER IMPERMEABLE	= 67.32%

REV.	DESCRIPTION	DATE
	REVISED BY:	
	REVISED BY:	
	REVISED BY:	
	REVISED BY:	

ELLIOTT ENGINEERING INC.
35 CEDAR STREET, SAULT STE. MARIE, ON

CLIENT
MAR-LI INVESTMENTS INC.
843 GREAT NORTHERN ROAD
SAULT STE. MARIE, ON

PROJECT
CARSTAR AUTO BODY REPAIR

TITLE
SITE PLAN
CONCEPT DRAWING

DRAWN BY: AE	DATE DRAWN: JULY 10, 2014
CHECKED BY: SE	DATE CHECKED: JULY 10, 2014
ISSUED FOR: REVIEW	DATE ISSUED: JULY 10, 2014

PROJECT NUMBER	DRAWING NUMBER	REVISION
E14066	G01	C



CARSTAR®
Auto Body Repair Experts
Relax, We'll Take It From Here.®

PROGRESS DRAWING
This drawing is not intended to be used for contract pricing or fabrication purposes. All content is subject to change

ELLIOTT ENGINEERING INC.
35 CEDAR STREET, SAULT STE. MARIE, ON

CLIENT
Mar-Li Investments Inc.
843 Great Northern Rd
Sault Ste. Marie,ON
P6B 0B8

ISSUE
May 22-14
RE-ISSUE

PROJECT NO.
E14066
PROJECT
CARSTAR BODY SHOP

DRAWN BY
se

S02

Revision
A



CARSTAR®
Auto Body Repair Experts
Relax, We'll Take It From Here.®

PROGRESS DRAWING
This drawing is not intended to be used for contract pricing or fabrication purposes. All content is subject to change

ELLIOTT ENGINEERING INC.
35 CEDAR STREET, SAULT STE. MARIE, ON

CLIENT
Mar-Li Investments Inc.
843 Great Northern Rd
Sault Ste. Marie,ON
P6B 0B8

ISSUE
May 22-14
RE-ISSUE

PROJECT NO.
E14066
PROJECT
CARSTAR BODY SHOP

DRAWN BY
se

S03

Revision
A



CARSTAR®
Auto Body Repair Experts
Relax, We'll Take It From Here.®

PROGRESS DRAWING
This drawing is not intended to be used for contract pricing or fabrication purposes. All content is subject to change

ELLIOTT ENGINEERING INC.
35 CEDAR STREET, SAULT STE. MARIE, ON

CLIENT
Mar-Li Investments Inc.
843 Great Northern Rd
Sault Ste. Marie,ON
P6B 0B8

ISSUE
May 22-14
RE-ISSUE

PROJECT NO.
E14066
PROJECT
CARSTAR BODY SHOP

DRAWN BY
se

S05

Revision
A

Steve Turco

From: Don McConnell
Sent: Thursday, July 17, 2014 11:55 AM
To: Steve Turco
Subject: FW: 843 Great Northern Road

From: Don Maki
Sent: Thursday, July 17, 2014 11:42 AM
To: Don McConnell; Pat Schinners
Subject: 843 Great Northern Road

Hi Don
We have received a couple of complaints concerning this property. One in regard to parking vehicles offered for sale on the city boulevard and the other concerning the use of the property as a contractors yard. Both have been resolved. I have other comments.
Don

Pat Schinners

From: Susan Hamilton Beach
Sent: Friday, July 25, 2014 3:45 PM
To: Don McConnell
Cc: Dan Perri; Pat Schinners; Steve Turco; Larry Girardi
Subject: 843 Great Northern Road

Hi Don,

Please accept this message as PWT reply to the rezoing at the above noted address. I have talked with Dan regarding the servicing and he was going to investigate the system as it comes from the north and across private land. Depending if the system is private or not, a clause regarding the maintenance of the system should be included. Otherwise, we have no issues.

I am on holidays beyond July 28th, but, Larry will be in should a more detailed response from PWT be required or further details are needed.

Regards,

Susan

Susan Hamilton Beach, P.Eng.
Deputy Commissioner, PWT
City of Sault Ste. Marie
(P) 705-759-5207
(F) 705-541-7010

Jerry D. Dolcetti, RPP
Commissioner

Daniel Perri, EIT
Engineering Intern

ENGINEERING & PLANNING
DEPARTMENT

Engineering & Construction Division

2014 07 28
Our File: A-15-14-Z

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

RE: A-15-14-Z – 843 GREAT NORTHERN ROAD
REQUEST FOR AN AMENDMENT TO THE ZONING BY-LAW

The Engineering and Construction Division has reviewed the above noted application and provides the following:

- No owner of an industrial, commercial or institutional premise or multi-residential development of four (4) units or greater shall undertake any works or make any connection or do anything that would increase peak flow rates of storm water or which would impair the quality of storm water which is discharged to a sewer without prior approval of the City Engineer;
- 70% total suspended solid removal is required for this site;
- Post development flows must not exceed pre development flows for all storms up to and including the 100-year storm and the regional storm;
- The City will require a servicing plan, showing proposed storm and sanitary pipes, in addition to storm water management plan, and associated lot grading plan; and
- It is recommended that the Development be subject to Site Plan Control to ensure the above requirements are met.

Yours truly,

D. Perri

Daniel Perri, EIT
Engineering Intern

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

F:\ENGINEERING DATA\REZONING\Great Northern Road- Civic 843- A-15-14-Z.docx



2012 ORTHO PHOTO

843 GREAT NORTHERN ROAD

Planning Application: A-15-14-Z

METRIC SCALE
1 : 3000

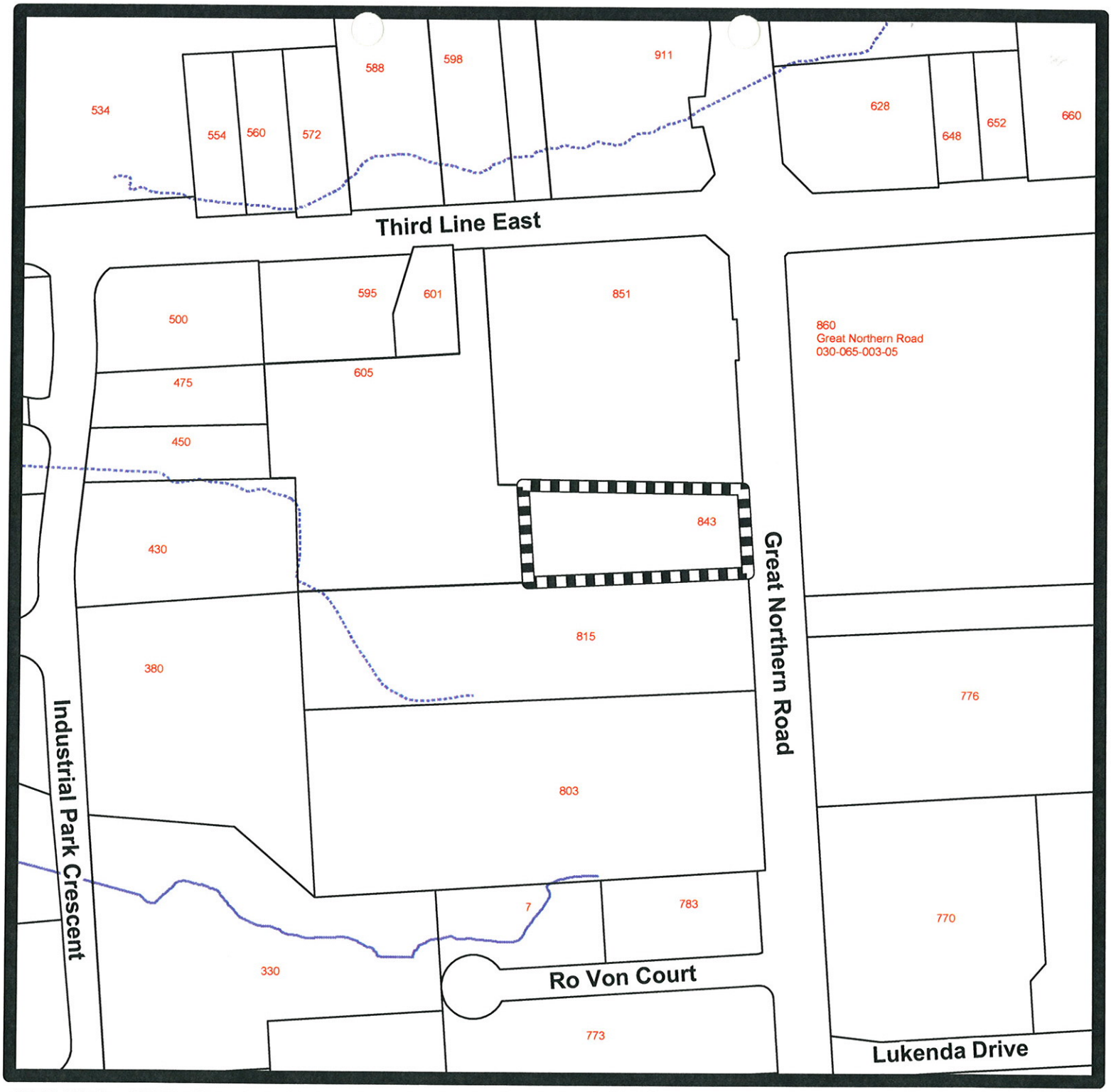
ROLL NUMBER
030-062-047-00

MAP NUMBERS
98 & 1-112

MAIL LABEL ID
A-15-14-Z

Legend

Subject Property = 843 Great Northern Road



SUBJECT PROPERTY MAP

843 GREAT NORTHERN ROAD

Planning Application: A-15-14-Z

METRIC SCALE
1 : 3000

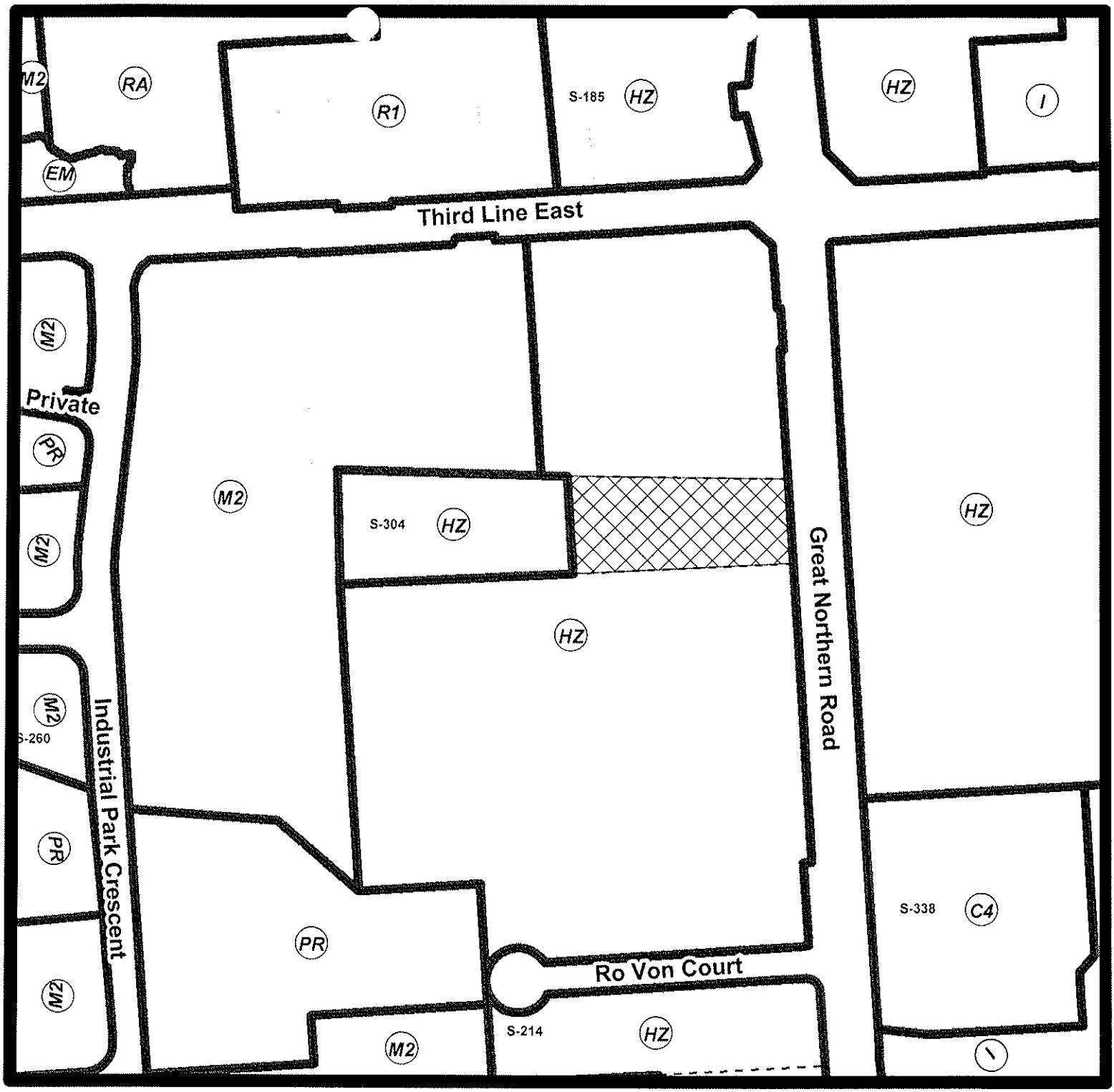
ROLL NUMBER
030-062-047-00

MAP NUMBERS
98 & 1-112

MAIL LABEL ID
A-15-14-Z

Legend

Subject Property = 843 Great Northern Road



EXISTING ZONING MAP

843 GREAT NORTHERN ROAD

Planning Application: A-15-14-Z

Subject Property = 843 Great Northern Road

R1 - Estate Residential Zone

RA - Rural Area Zone

C4 - General Commercial Zone

HZ - Highway Zone

M2 - Medium Industrial Zone; M2hp

I - Institutional Zone

EM - Environmental Management Zone

PR - Parks and Recreation Zone

S-# = Special Exception Zoning

METRIC SCALE
1 : 3000

ROLL NUMBER
030-062-047-00

MAP NUMBERS
98 & 1-112

MAIL LABEL ID
A-15-14-Z

MEMORANDUM

DATE: August 5, 2014

TO: Mayor Debbie Amaroso and Members of City Council, City of Sault Ste. Marie

c.c. Joesph Fratesi, C.A.O., City of Sault Ste. Marie

FROM: Dominic Parrella, President & C.E.O., PUC Services Inc.

SUBJECT: Water Quality Survey - Ipsos Reid

The PUC has been making changes to Sault Ste. Marie's drinking water for more than 10 years now in order to satisfy changes to provincial regulations. In 2013, recognizing the current water quality issues affecting our customers were unacceptable, we commissioned a comprehensive study to research, investigate and recommend treatment options to solve the water quality problems.

Wanting to ensure the public was involved in this process we assembled a Steering Committee comprised of City Councillors, PUC staff, MOE and Algoma Public Health officials, engineering consultants, and members of the public. The purpose of the Committee was to provide valuable public input and consultation throughout the course of the study. The study results were presented at the regular City Council meeting of February 3, 2014 wherein the preferred Water Quality Improvement Strategy was identified.

An essential part of the Strategy is to accurately assess the impact of system changes on the acceptability of water conditions. Therefore, in early 2014, we hired Ipsos Reid to conduct a customer satisfaction survey in order to establish a clear reference point that will be used to measure the level of improvement in customer satisfaction after the advanced treatment methods planned under Stage 1 of the Strategy are fully operational.

The survey was conducted May 12 through May 26. Results of the survey have been compiled and, in accordance with our commitment to Council and the public, we propose to present the findings at the Council meeting of August 11, 2014.

Michael Howell, Associate Vice President, Ipsos Reid Public Affairs, will be in attendance to present their findings and address any questions you may have. Mr. Howell will present a condensed version of the full report that is attached hereto. I will also be in attendance in the event you may have questions of me.

Dominic Parrella, P.Eng.
President & C.E.O.

Attachments: Water Quality Survey, Ipsos Reid

Water Quality Public Opinion Survey

FINAL Report Prepared by Ipsos Reid for

Sault Ste. Marie PUC





June 10, 2014

Table of Contents

- Background and Objectives 3
- Methodology 4
- Key Findings 6
- Conclusions and Recommendations 8
- Detailed Findings
  - Prevalence of Drinking Water Concerns 9
  - Level of Satisfaction with Drinking Water 14
  - Key Concerns about Drinking Water 20
  - Awareness of Water Quality Issue and PUC Actions 31
  - Acceptability of Drinking Water Today 36
- Survey Demographics 39

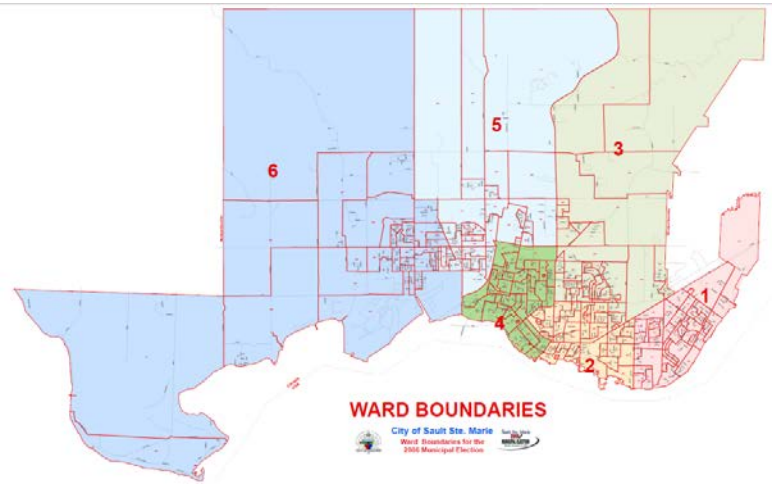
Background and Objectives

- Since the 1950s, disinfectant residual in the drinking water distribution system of Sault Ste. Marie was provided through a process called chloramination. In 2011, the method of disinfection was changed to chlorination (i.e. free chlorine) in response to new regulations related to reducing lead in drinking water at the kitchen tap.
- Since the conversion to free chlorine, there has been an increase in the number of taste and odour complaints received by the Sault Ste. Marie Public Utilities Commission (PUC) and more recently an increase in the number of 'brown water' incidents.
- As part of PUC's plan to address the ongoing water quality concerns, it has launched a two stage improvement strategy to help improve water quality to their customers.
  - ⇨ The first stage will be to remove the Lorna Wells from day-to-day service and to add two new advanced treatment processes; pH adjustment and corrosion control.
  - ⇨ The second stage, should the first stage not adequately improve water quality in relation to taste, odour and colour, will be to add UV disinfection at the wells and revert to chloramine for disinfectant residual.
- An essential part of this plan will be to accurately assess the impact of system changes on the acceptability of water conditions by surveying customers now and during/after the improvement strategy.
  - ⇨ PUC commissioned Ipsos Reid to conduct a public opinion survey of PUC residential customers on the topic of drinking water quality. The objective of the survey is to provide a current quantitative measurement of Sault Ste. Marie residents' level of satisfaction with the municipal drinking water and measure any shifts in public opinion since the previous wave of research conducted in November 2012.
  - ⇨ PUC will then undertake at least one additional wave of public opinion polling to measure the shift in acceptability as a result of action taken as part of the improvement strategy.

Research Methodology

- The survey was conducted by telephone among a random and representative sample of residential PUC customers in Sault Ste Marie
- A total of n=1,000 residents were surveyed. A sample of this size has a corresponding margin of error of +/-3.1% nineteen times out of twenty
- The sample sizes per ward and their corresponding margin of error are as follows:

Ward 1	n=190	+/-7.1%
Ward 2	n=160	+/-7.7%
Ward 3	n=180	+/-7.3%
Ward 4	n=160	+/-7.7%
Ward 5	n=150	+/-8.0%
Ward 6	n=160	+/-7.7%



- Fieldwork was conducted between May 12th to May 26th 2014.
- Average survey length was approximately 8 minutes

Research Methodology (cont'd)

- The sample for the study was provided by PUC and included the entire residential customer base, from which Ipsos pulled a random sampling of residents stratified by region.
- During the introduction to the telephone interview, respondents were asked to self-identify if a member of their household works for any of the following:
  - an advertising company
  - a public relations company
  - a market research company
  - the media- TV, radio, newspaper or new media (internet)
  - Or is an employee of the Sault Ste Marie PUC
- As per industry standards, if the individual answered 'yes' to any of the above they were excluded from the survey.

Used to indicate scores statistically significantly above or below the Total (green = above, red = below)

▲ ▼ Used to indicate scores statistically significantly above or below the November 2012 opinion level

Key Findings

- **Drinking water continues to be a top city issue according to residents**. The proportion of residents who feel that drinking water should be the city's top priority has increased significantly since 2012 (from 25% to 35%). And on an unprompted basis, those naming drinking water as the issue that needs the greatest attention of the city's leaders has tripled (from 3% to 8%). The desire for greater attention on roads and transit has also increased since 2012 (from 11% to 23%).
- Not surprisingly, the vast majority of residents (80%) have heard something about water quality in the community, but **only half (56%) of residents are aware of what PUC, through the Water Quality Improvement project, is doing to address it.**
- Overall satisfaction with the quality of the current drinking water continues to be fairly low (only 52% are satisfied with it – unchanged from scores reported in 2012). However, consistent with 2012, a majority (62%) of residents continue to feel that the water is acceptable as it is today. **Only in Ward 1 do we find a significant decline in personal satisfaction and acceptability of the municipal drinking water.**
- **Since 2012, there has been a significant improvement in ratings for the taste and odour (specifically for those from Ward 4, 5 or 6), while ratings on colour, clarity, safety and cost of drinking water have worsened.**
- While still high at 69%, fewer residents say they have noticed a change in their drinking water compared to five years ago (down from 77% in the 2012 survey), and many of those feel the changes occurred more than a year ago.

Key Findings (cont'd)

- Among those who feel their water has gotten worse (about 53% of residents overall), six in ten noticed it getting worse more than a year ago (nearly 3 times as many as in 2012), while four in ten indicate it was just in the past year (thus about 21% of residents say the water has gotten worse in the past year)**.**
- **Taste and odour continue to be the primary concern among residents**, however since 2012 there has been a sizeable increase in mentions regarding poor colour or clarity of the drinking water (particularly among residents of Ward 1).
- **The issue of drinking water is most top of mind for residents from Ward 1;** they are most likely to have noticed a change in their drinking water, specifically regarding the colour and clarity, and are the least likely to be satisfied with the current state of their drinking water or to feel it is acceptable.
- **Compared to 2012, impressions of the drinking water among residents of Ward 1 (both satisfaction and acceptability) have declined by a statistically significant margin** and they are most likely to report switching from regular tap water to filtered water.
- Despite the recent incidents concerning brown water, the proportion of residents drinking tap water overall is unchanged since 2012, and in fact regular tap water drinkers express significantly higher levels of satisfaction than they did in the previous survey, specifically regarding the taste and odour.
- **Three in ten (30%) residents indicate they are drinking less tap water versus a year ago, down from 2012 when 35% who said they were drinking less.**

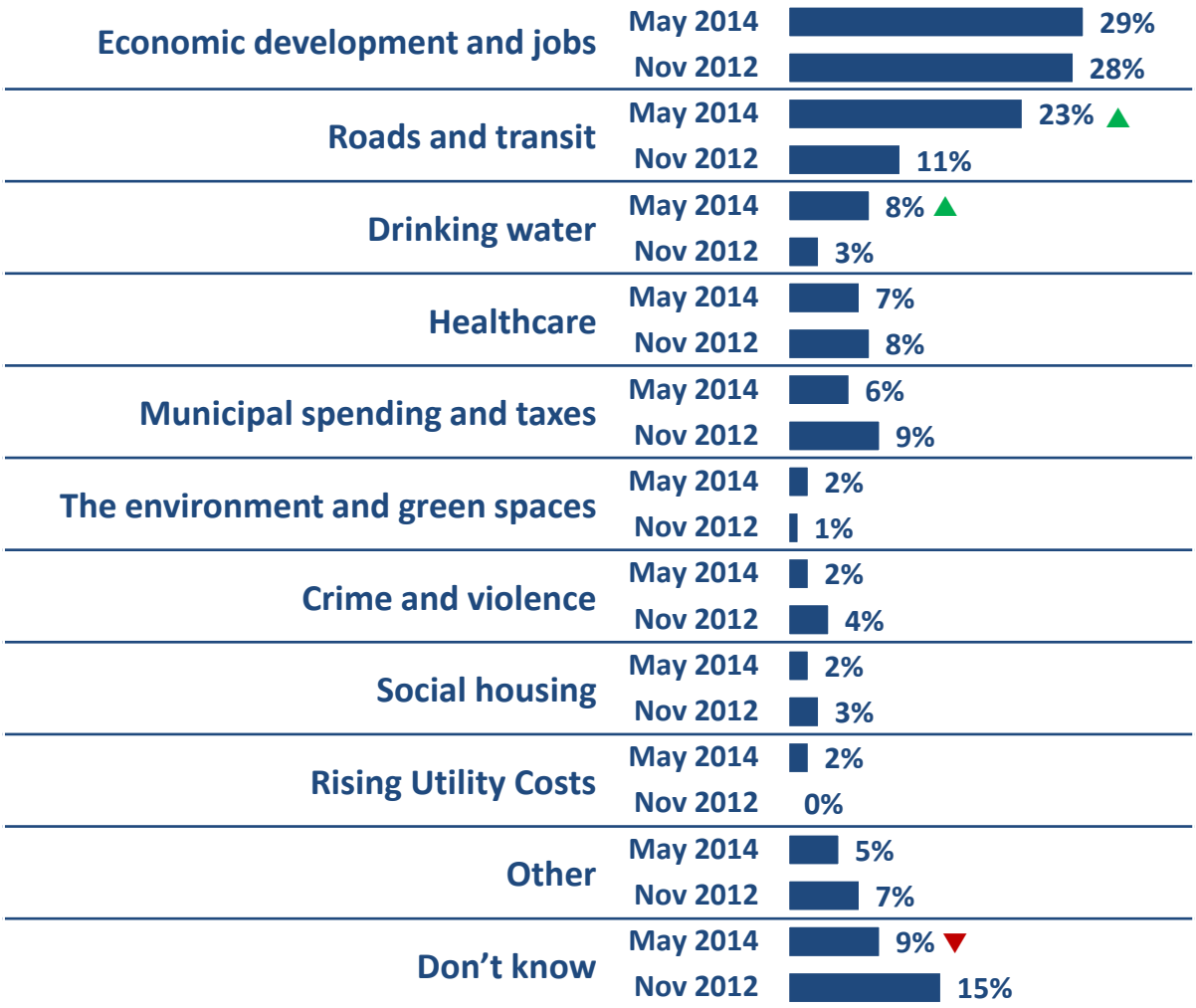
Conclusions and Recommendations

- The issue of drinking water quality remains a prominent concern for residents and one they want addressed by the City/PUC. Only around half of residents are aware that PUC is taking steps to address the issue, and thus continued efforts to communicate with the community about PUC's actions in this regard is recommended.
- The survey results indicate that the public's satisfaction and acceptability of drinking water has held steady since 2012 despite the recent spike in brown water incidents reported by PUC (except in Ward 1 were scores have declined). Residents remain more concerned about the taste and odour associated with the change in disinfection methods (though ratings of taste and odour have improved since 2012) than the brown water incidents (again, except in Ward 1).
- Residents from Ward 1 appear by far the most impacted by the recent series of brown water incidents and feel most negative toward their drinking water as it is today- a majority find it unacceptable. It will be important to take this into consideration when communicating with the community as some areas have been more impacted than others.

Prevalence of Concerns about Drinking Water

Issues Facing the Community - Top-of-Mind

- **Economic development and jobs remains the most top of mind issue among residents, followed by roads and transit which is mentioned more often than in 2012. Drinking water receives the next highest mention and is also mentioned more often than in 2012.**



Q1. Thinking of all of the issues presently facing your community, which one do you feel should receive the greatest attention from the city's leaders? That is the one thing they should give top priority to.
Base: All respondents (Nov 2012 n=1002; May 2014 n=1000)

*mentions under 2% not shown

Issues Facing the Community - Top-of-Mind, By Ward Tracking

- **Residents of all Wards are more likely to mention roads and transit versus Nov '12, while those who reside in Ward 1, 2 or 3 are more likely to mention drinking water unaided (and in particular those from Ward 1 where drinking water is on par with roads and transit in terms of issues facing the community).**

% of Mentions	Total		Ward 1		Ward 2		Ward 3		Ward 4		Ward 5		Ward 6	
	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14
Economic development and jobs	28%	29%	30%	24%	34%	31%	31%	28%	25%	34%	28%	26%	23%	29%
Roads and transit	11%	23% ▲	11%	18% ▲	10%	29% ▲	12%	24% ▲	16%	21%	9%	23% ▲	11%	22% ▲
Drinking water	3%	8% ▲	4%	19% ▲	2%	8% ▲	1%	7% ▲	4%	4%	5%	5%	4%	5%
Healthcare	8%	7%	7%	6%	8%	3% ▼	5%	4%	10%	8%	9%	9%	12%	10%
Municipal spending and taxes	9%	6%	10%	7%	8%	6%	12%	8%	7%	4%	9%	7%	7%	3%
The environment and green spaces	-	2%	-	2%	-	1%	-	2%	-	3%	-	1%	-	3%
Crime and violence	4%	2%	4%	3%	4%	2%	4%	1%	2%	3%	5%	1%	3%	1%
Social housing	3%	2%	4%	2%	3%	1%	3%	-	4%	2%	3%	4%	4%	1%
Rising Utility Costs	-	2%	-	3%	-	1%	-	3%	-	1%	-	4%	-	1%
Other	7%	5%	6%	5%	8%	4%	6%	4%	6%	4%	7%	5%	12%	5%
Don't know	15%	9% ▼	14%	6% ▼	11%	6%	16%	9%	20%	11% ▼	13%	9%	17%	11%

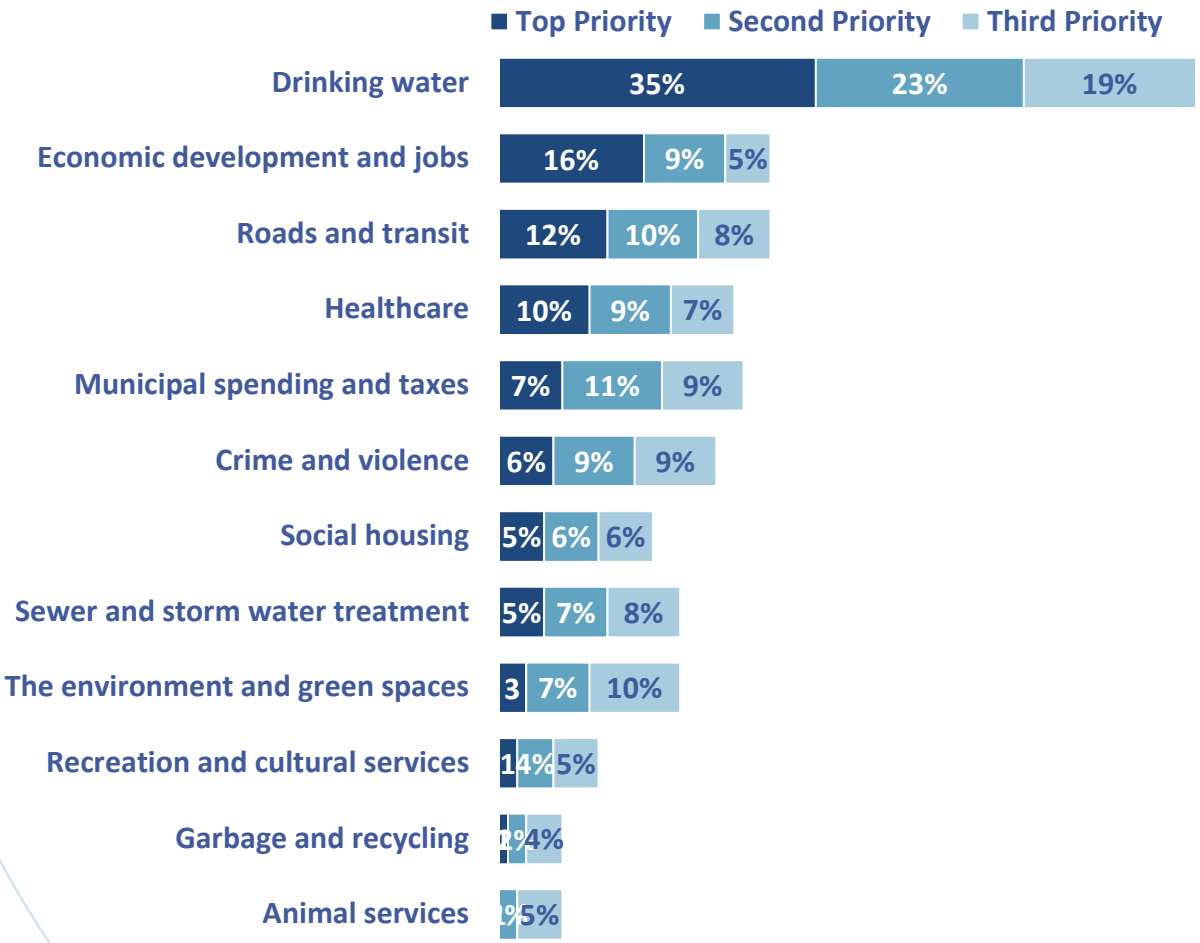
Q1. Thinking of all of the issues presently facing your community, which one do you feel should receive the greatest attention from the city's leaders? That is the one thing they should give top priority to.

Base: All respondents Nov 2012: (n=1002); Ward 1 (n=200), Ward 2 (n=180), Ward 3 (n=140), Ward 4 (n=174), Ward 5 (n=170), Ward 6 (n=138); May 2014: (n=1000);); Ward 1 (n=190), Ward 2 (n=160), Ward 3 (n=180), Ward 4 (n=160), Ward 5 (n=150), Ward 6 (n=160)

*mentions under 2% not shown

Issues Facing the Community - Prompted

- Similar to in 2012, when prompted to rank a series of issues in order of priority drinking water is found to be the top issue. More than one third of residents feel the issue of drinking water should be the city's top priority followed by around two in ten who feel economic development and jobs should be the primary focus.
- Residents from Ward 1 are much more likely to prioritize drinking water as an issue, while those from Ward 4 are less likely.



% Top Priority by Ward

	1	2	3	4	5	6
Drinking water	47%	38%	34%	23%	35%	29%
Economic development and jobs	13%	16%	17%	20%	16%	12%
Roads and transit	7%	13%	11%	15%	11%	14%
Healthcare	10%	7%	10%	12%	9%	11%
Municipal spending and taxes	7%	6%	9%	4%	5%	11%
Crime and violence	4%	3%	4%	9%	10%	4%
Social housing	4%	6%	3%	1%	7%	7%
Sewer and storm water treatment	3%	4%	4%	10%	3%	5%
The environment and green spaces	1%	4%	4%	3%	1%	3%
Recreation and cultural services	1%	3%	2%	1%	3%	1%
Garbage and recycling	1%	1%	1%	1%	-	1%
Animal services	-	-	1%	-	-	1%

Q2. I am going to read out a few different municipal services or issues, of these which ones do you think should be the city's top priority... What about the second priority?... What about the third priority

Base: All respondents Nov 2012: (n=1002); Ward 1 (n=200), Ward 2 (n=180), Ward 3 (n=140), Ward 4 (n=174), Ward 5 (n=170), Ward 6 (n=138); May 2014: (n=1000); Ward 1 (n=190), Ward 2 (n=160), Ward 3 (n=180), Ward 4 (n=160), Ward 5 (n=150), Ward 6 (n=160);

Issues Facing the Community – Prompted - Tracking

- **Compared to Nov '12, residents are more likely to feel drinking water should be the city's top priority, specifically those from Ward 1, 2, 3 and 5. Roads and transit are also seen to be of higher priority than in 2012, along with sewer and storm water treatment.**

Top Priority Mentions	Total		Ward 1		Ward 2		Ward 3		Ward 4		Ward 5		Ward 6	
	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14
Drinking water	25%	35%▲	30%	47%▲	26%	38%▲	21%	34%▲	23%	23%	24%	35%▲	28%	29%
Economic development and jobs	19%	16%	18%	13%	18%	16%	23%	17%	20%	20%	19%	16%	17%	12%
Roads and transit	8%	12%▲	8%	7%	9%	13%	10%	11%	9%	15%	8%	11%	5%	14%▲
Healthcare	12%	10%	9%	10%	14%	7%▼	14%	10%	12%	12%	13%	9%	9%	11%
Municipal spending and taxes	9%	7%	12%	7%	6%	6%	11%	9%	9%	4%	9%	5%	7%	11%
Crime and violence	9%	6%	7%	4%	8%	3%▼	6%	4%	13%	9%	9%	10%	13%	4%▼
Sewer and storm water treatment	1%	5%▲	2%	3%	1%	4%	-	4%	1%	10%▲	-	3%	2%	5%
Social housing	6%	5%	5%	4%	6%	6%	6%	3%	7%	1%	7%	7%	7%	7%
The environment and green spaces	5%	3%	4%	1%	6%	4%	6%	4%	3%	3%	5%	1%	7%	3%
Recreation and cultural services	3%	2%	4%	1%	4%	3%	1%	2%	2%	1%	4%	3%	-	1%
Garbage and recycling	1%	1%	2%	1%	1%	1%	1%	1%	1%	1%	1%	-	1%	1%
Animal services	1%	0%	-	-	1%	-	-	1%	1%	-	1%	-	1%	1%

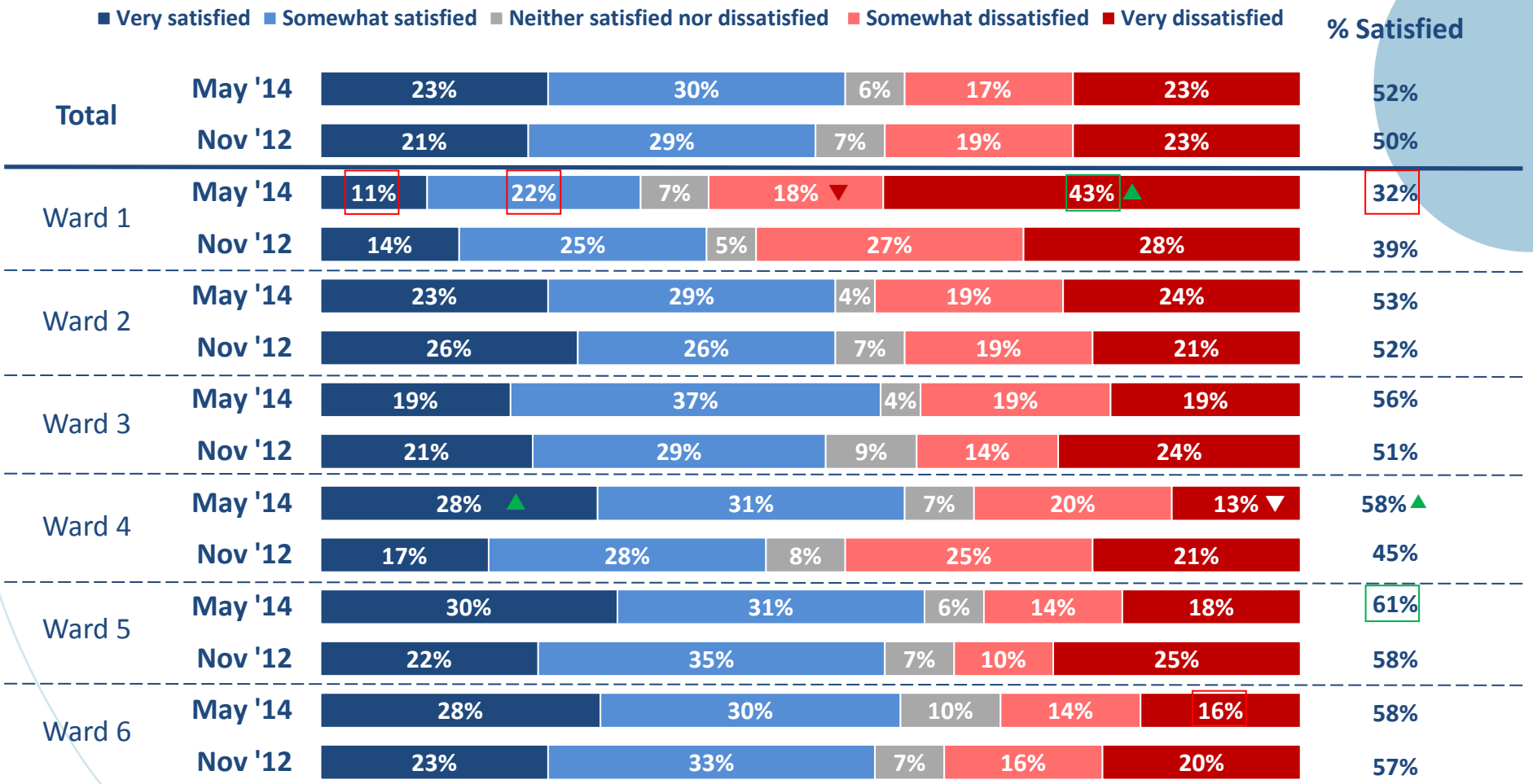
'Sewage treatment' changed to 'Sewer and storm water treatment' in May 2014

Q2. I am going to read out a few different municipal services or issues, of these which one do you think should be the city's top priority...
Base: All respondents Nov 2012: (n=1002); Ward 1 (n=200), Ward 2 (n=180), Ward 3 (n=140), Ward 4 (n=174), Ward 5 (n=170), Ward 6 (n=138); May 2014: (n=1000); Ward 1 (n=190), Ward 2 (n=160), Ward 3 (n=180), Ward 4 (n=160), Ward 5 (n=150), Ward 6 (n=160)

Level of Satisfaction with Drinking Water

Overall Satisfaction with City's Drinking Water

- Residents remain split on their level of satisfaction with the city's drinking water, half indicate being satisfied (very or somewhat) while four in ten are dissatisfied (very or somewhat). When broken out by ward, residents of Ward 1 report the lowest satisfaction (significantly lower than the average) and are much more likely to be 'very dissatisfied' compared to 2012. Residents from Ward 4 meanwhile are more likely to be satisfied than in 2012, while those from Ward 5 report the highest satisfaction (significant higher than average).



Q3. Overall, how satisfied are you with the city's drinking water (that is the water coming into your home)? Are you...
Base: All respondents Nov 2012: (n=1002); Ward 1 (n=200), Ward 2 (n=180), Ward 3 (n=140), Ward 4 (n=174), Ward 5 (n=170), Ward 6 (n=138); May 2014: (n=1000); Ward 1 (n=190), Ward 2 (n=160), Ward 3 (n=180), Ward 4 (n=160), Ward 5 (n=150), Ward 6 (n=160)

Overall Satisfaction with City's Drinking Water- By Type of Water Consumed

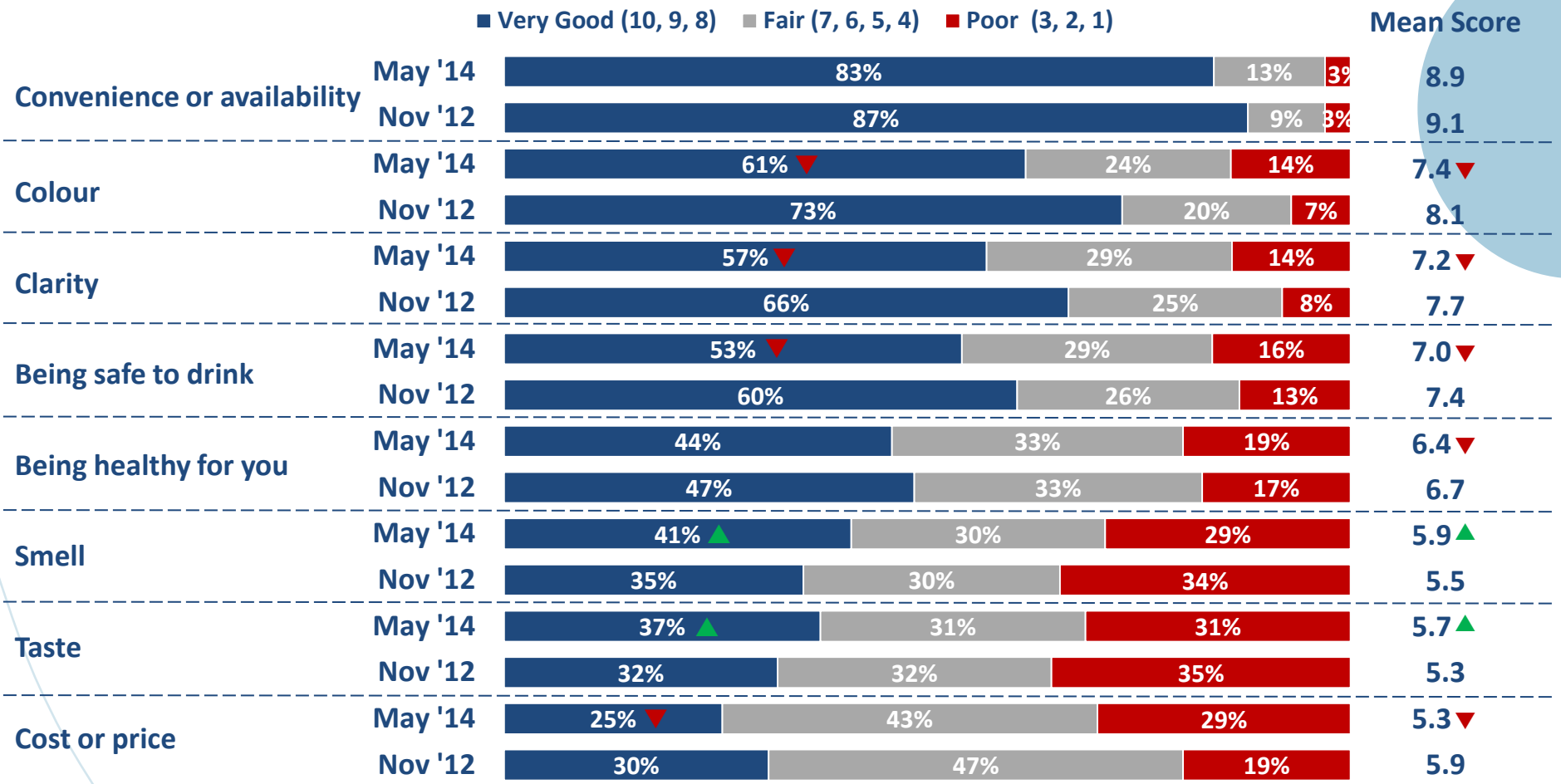
- Satisfaction remains significantly higher among those who regularly drink tap water, while those who drink filtered tap water, bottled spring water or bottled mineral water express significantly lower levels of satisfaction with the city's drinking water.
- Compared to 2012, those who regularly drink tap water are significantly more likely to be satisfied with the quality of the drinking water.

MEAN Summary	Total		Type of Water Consumed Most Often									
			Tap Water (Regular or Filtered)		Regular Tap Water		Filtered Tap Water		Bottled Spring Water		Bottled Mineral/ Carbonated Water	
	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14
Very Satisfied	**21%**	**23%**	25%	29%	33%	41% ▲	14%	14%	6%	7%	22%	5%
Somewhat Satisfied	**29%**	**30%**	30%	33%	32%	35%	28%	32%	25%	20%	34%	27%
% Satisfied (Top 2 Box)	**50%**	**52%**	55%	63% ▲	65%	75% ▲	43%	46%	31%	27%	56%	32%

Q3. Overall, how satisfied are you with the city's drinking water (that is the tap water in your home)? Are you...
Base: All respondents Nov 2012: (n=1002); Tap Water- Any type (n=726), Regular Tap Water (n=411), Filtered Tap Water (n=315), Bottled Spring Water (n=204), Bottled Mineral/ Carbonated Water (n=32*);
May 2014: (n=1000); Tap Water- Any type (n=712), Regular Tap Water (n=405), Filtered Tap Water (n=307), Bottled Spring Water (n=233), Bottled Mineral/ Carbonated Water (n=22*) *small base size

Quality Measures

- When asked to rate different aspects of the city's drinking water, cost, smell and taste continue to receive the lowest ratings. As in 2012, most other measures are rated as very good by a majority of residents.
- Compared to 2012, residents provide a significantly lower rating for the colour, clarity, being safe to drink or the cost of the city's drinking water but provide a higher rating for the smell or taste.



Q4. Using a scale of 1 to 10, where 1 is very poor and 10 is excellent how would you rate your tap water on the following factors?
Base: All respondents Nov 2012: (n=1002); May 2014: (n=1000);

Quality Measures - By Ward

- Residents of Ward 1 provide the lowest rating for each aspect of the city's drinking water (significantly lower than the average), while those from Ward 2 are less likely to provide a positive rating for the colour or being safe to drink and those from Ward 3 for the cost. Meanwhile, residents of Ward 4, 5 or 6 provide significantly higher ratings for nearly every aspect of the city's drinking water compared to the City average.
- Compared to 2012, residents of Ward 1 and 2 provide a significantly lower rating for almost all aspects of the drinking water, while those from Ward 4, 5 or 6 provide higher ratings for the smell and taste.

Mean Summary	Total		Ward 1		Ward 2		Ward 3		Ward 4		Ward 5		Ward 6	
	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14
Convenience or availability	9.1	8.9	8.9	8.3	9.2	9.2	9	8.8	9.1	9	9.1	8.8	9.2	9.1
Colour	8.1	7.4▼	7.4	5.6▼	8.3	7.1▼	8.3	7.7	8.1	7.9	8.3	8.3	8.4	8
Clarity	7.7	7. 2▼	7.1	5.6▼	8	7.2▼	8.1	7.5	7.8	7.7	7.6	7.9	8.1	7.5
Being safe to drink	7.4	7▼	7.2	6.0▼	7.5	6.8▼	7.8	7	7.1	7.7	7.3	7.3	7.4	7.5
Being healthy for you	6.7	6.4	6.5	5.3▼	7	6.4▼	6.9	6.5	6.3	7. 0▲	6.6	6.9	6.6	6.7
Smell	5.5	5.9▲	4.9	4.5	5.8	6.2	5.8	6	5.3	6.4▲	5.7	6.3▲	5.6	6.5▲
Taste	5.3	5.7▲	4.7	4.1▼	5.6	5.7	5.3	5.9	5.2	6.3▲	5.7	6.4▲	5.7	6.4▲
Cost or price	5.9	5.3▼	5.7	4.9▼	6.5	5.4▼	5.8	5.0▼	5.6	5.5	5.8	5.4	5.8	5.4

Q4. Using a scale of 1 to 10, where 1 is very poor and 10 is excellent how would you rate your tap water on the following factors?
Base: All respondents Nov 2012: (n=1002); Ward 1 (n=200), Ward 2 (n=180), Ward 3 (n=140), Ward 4 (n=174), Ward 5 (n=170), Ward 6 (n=138); May 2014: (n=1000); Ward 1 (n=190), Ward 2 (n=160), Ward 3 (n=180), Ward 4 (n=160), Ward 5 (n=150), Ward 6 (n=160)

Quality Measures - By Type of Water Consumed

- Residents who drink regular tap water provide a significantly higher score for each aspect of their drinking water, consistent with 2012, while those who drink filtered tap water, bottled spring water or bottled mineral/ carbonated water provide a significantly lower score.
- Compared to 2012, regular tap water drinkers provide higher ratings for the taste and smell of the water while filtered tap water or bottle water drinkers provide lower ratings for the colour, clarity, being safe to drink, being healthy for you or the cost.

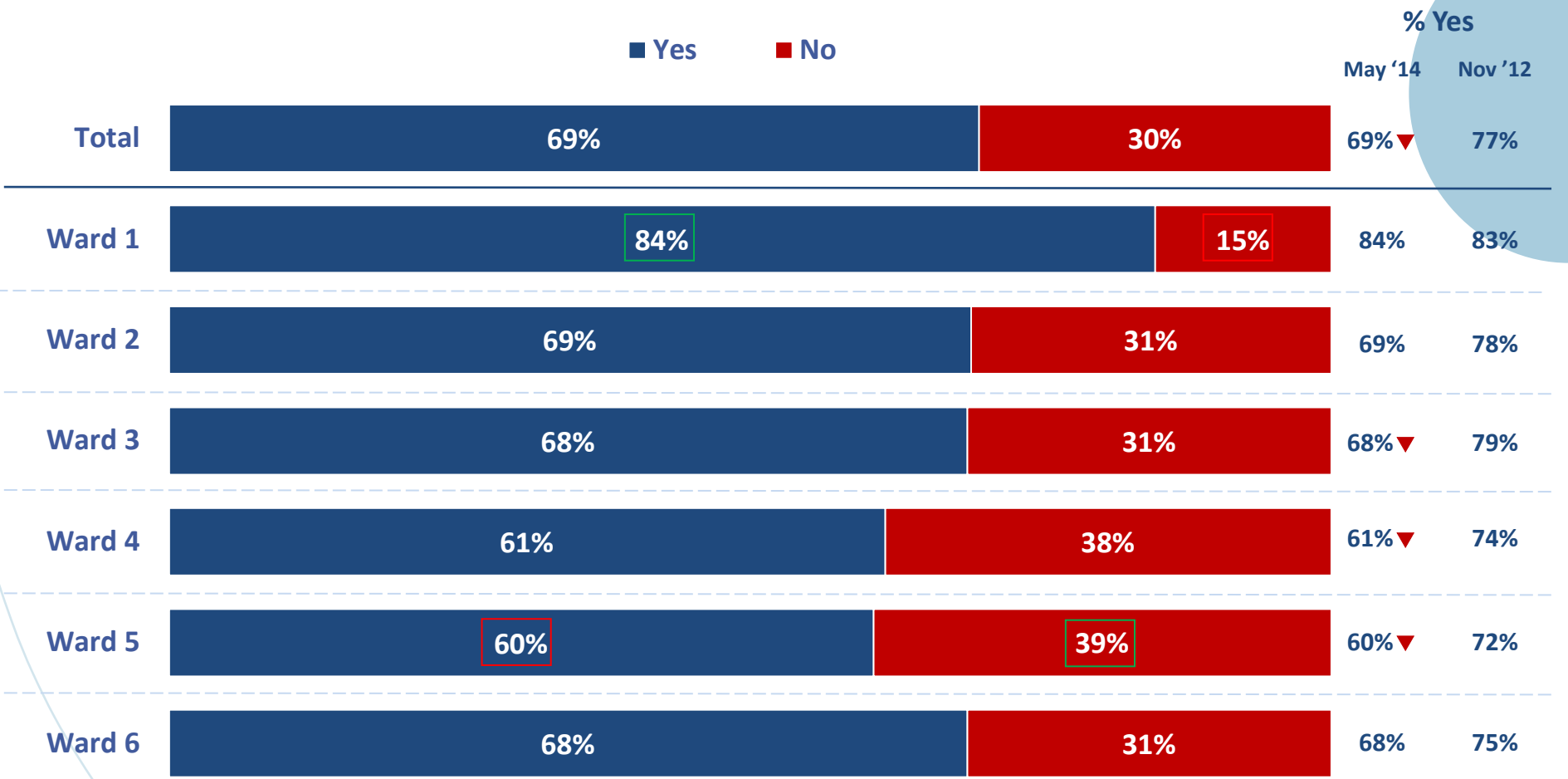
MEAN Summary	Total		Type of Water Consumed Most Often									
			Tap Water (Regular or Filtered)		Regular Tap Water		Filtered Tap Water		Bottled Spring Water		Bottled Mineral/ Carbonated Water	
	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14
Convenience or availability	9.1	8.9	9.2	9.1	9.4	9.4	9	8.8	8.6	8.2	9.3	7.2
Colour	8.1	7.4▼	8.4	7.9▼	8.7	8.6	8	6.9▼	7.1	6.1▼	7.9	6.0▼
Clarity	7.7	7. 2▼	8	7.7	8.3	8.4	7.7	6.7▼	6.8	6.0▼	7.5	6.1
Being safe to drink	7.4	7▼	7.8	7.6	8.4	8.5	7.1	6.5▼	5.9	5.4	7.2	5.7▼
Being healthy for you	6.7	6.4	7.2	7.1	7.8	8.1	6.3	5.7▼	5.1	4.7	6.8	5.3▼
Smell	5.5	5.9▲	6	6.5▲	6.7	7.5▲	5.1	5.2	3.9	4.5	5.6	4.5
Taste	5.3	5.7▲	5.9	6.4▲	6.6	7.5▲	4.9	4.8	3.6	4.0	5.9	4.7
Cost or price	5.9	5.3▼	6.2	5.7▼	6.6	6.2	5.8	5.0▼	4.8	4.1▼	5.9	4.4▼

Q4. Using a scale of 1 to 10, where 1 is very poor and 10 is excellent how would you rate your tap water on the following factors?
Base: All respondents Nov 2012: (n=1002); Tap Water- Any type (n=726), Regular Tap Water (n=411), Filtered Tap Water (n=315), Bottled Spring Water (n=204), Bottled Mineral/ Carbonated Water (n=32*);
May 2014: (n=1000); Tap Water- Any type (n=712), Regular Tap Water (n=405), Filtered Tap Water (n=307), Bottled Spring Water (n=233), Bottled Mineral/ Carbonated Water (n=22*) *small base size

Key Concerns about Drinking Water

Noticed Changes To Tap Water Over Past 5 Years

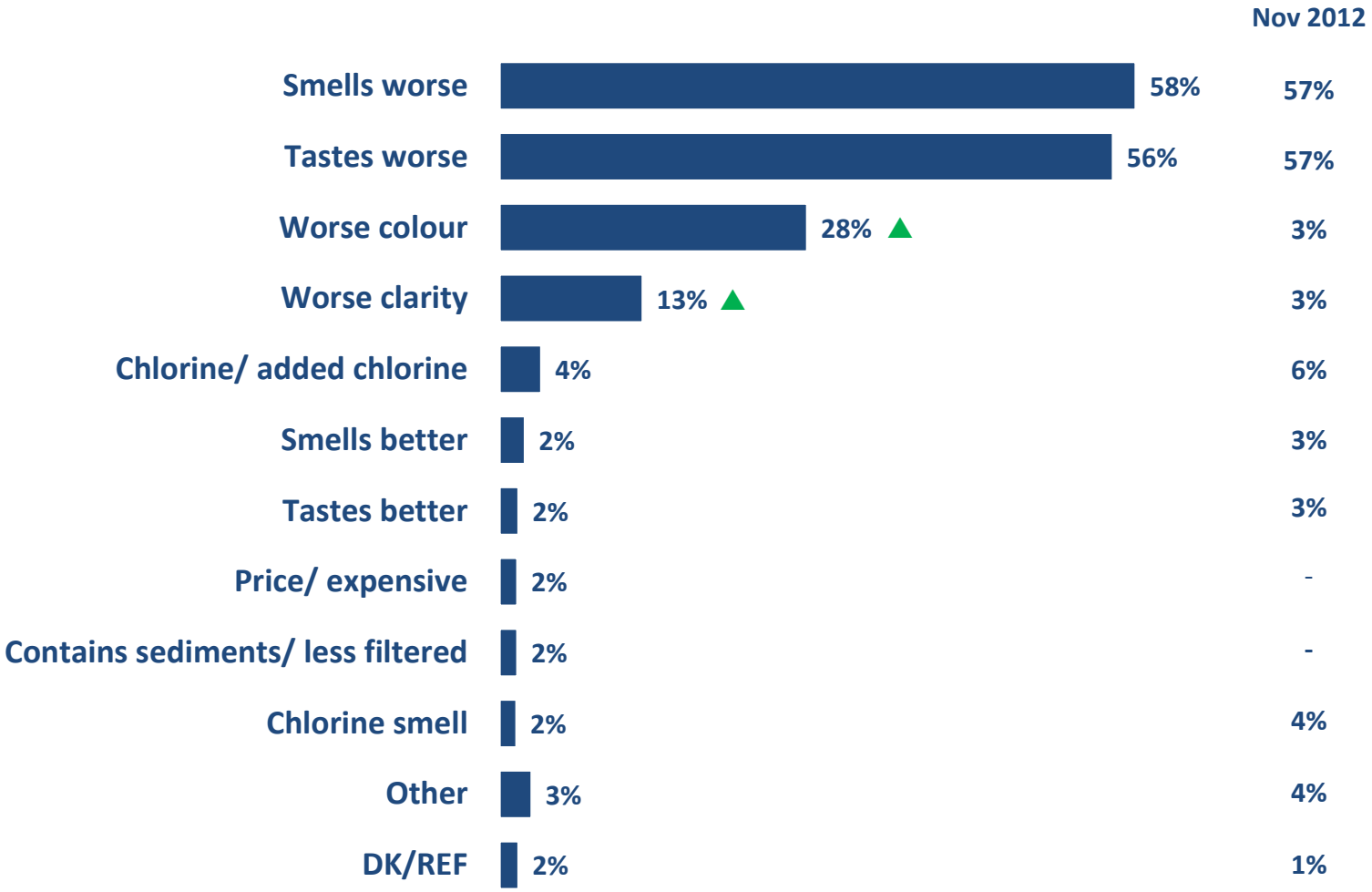
- Seven in ten residents say they've noticed changes to their tap water over the past 5 years, significantly lower than in November 2012. Residents from Ward 1 are most likely to have noticed changes to their tap water, while those from Ward 5 are least likely.
- Compared to 2012, residents from Ward 3, 4 or 5 are less likely to have noticed a change in their drinking water.



Q5. Have you noticed any changes to your tap water in the past five years?
Base: All respondents Nov 2012: (n=1000) ; Ward 1 (n=200), Ward 2 (n=180), Ward 3 (n=140), Ward 4 (n=174), Ward 5 (n=170), Ward 6 (n=138); May 2014: (n=1000); Ward 1 (n=190), Ward 2 (n=160), Ward 3 (n=180), Ward 4 (n=160), Ward 5 (n=150), Ward 6 (n=160)

Specific Changes Noticed

- Of those who noticed a change, the most common response is that the water smells worse and tastes worse. Other prominent mentions include that the water colour is worse and the water clarity is worst.
- Compared to 2012, significantly more residents mention the water colour and clarity being worse.



Q6. What changes have you noticed?
Base: Answered 'Yes' to Q5: Nov 2012 (n=773); May 2014 (n=688)

*mentions under 2% not shown

Specific Changes Noticed- By Ward

- Residents of Ward 1 are most likely to mention the colour of the water being worse (significantly higher than average), while those from Ward 5 and 6 are least likely. Residents from Ward 4 are less likely than average to feel the water smells worse.
- Compared to 2012, residents from all wards are more likely to mention that they have noticed worse colour and clarity of the drinking water.

	Total		Ward 1		Ward 2		Ward 3		Ward 4		Ward 5		Ward 6	
	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14
Smells worse	57%	58%	58%	63%	49%	55%	60%	63%	51%	44%	65%	67%	58%	56%
Tastes worse	57%	56%	64%	58%	55%	60%	58%	62%	53%	52%	54%	52%	55%	52%
Worse colour	3%	28%▲	9%	57%▲	1%	29%▲	3%	20%▲	2%	21%▲	2%	18%▲	2%	10%▲
Worse clarity	3%	13%▲	4%	14%▲	4%	15%▲	3%	15%▲	1%	13%▲	4%	11%▲	3%	10%▲
Chlorine/ added chlorine	6%	4%	3%	1%	7%	3%	9%	5%	6%	3%	6%	4%	7%	7%
Smells better	3%	2%	1%	3%	5%	2%	2%	2%	5%	4%	2%	1%	4%	3%
Tastes better	3%	2%	4%	4%	2%	1%	3%	-	3%	1%	2%	1%	2%	3%
Price/ expensive	-	2%	-	2%	-	3%	-	1%	-	1%	-	1%	-	2%
Contains sediments/ less filtered	-	2%	-	4%	-	1%	-	-	-	-	-	-	-	4%
Chlorine smell	4%	2%	4%	-	6%	1%	3%	3%	6%	3%	2%	1%	2%	1%
Other	4%	3%	2%	4%	2%	3%	2%	2%	6%	2%	2%	4%	8%	3%
DK/REF	1%	2%	1%	1%	1%	1%	1%	-	1%	6%	-	-	1%	3%

*mentions under 2% not shown

Q6. What changes have you noticed?
Base: Answered 'Yes' to Q5 Nov 2012: (n=773); Ward 1 (n=166), Ward 2 (n=141), Ward 3 (n=110), Ward 4 (n=129), Ward 5 (n=123), Ward 6 (n=104); May 2014: (n=688); Ward 1 (n=160), Ward 2 (n=110), Ward 3 (n=122), Ward 4 (n=97), Ward 5 (n=90), Ward 6 (n=109)

Noticed Changes To Tap Water Over Past 5 Years - By Type of Water Consumed

- Residents who consumer regular tap water are least likely to have noticed a change to their tap water (and significantly less than the average) while those who drink filtered tap water or bottled spring water are most likely (and significantly higher than average).
- Compared to 2012, all residents regardless of the type of water they drink have noticed worse colour and worse clarity.

	Total		Type of Water Consumed Most Often									
			Tap Water (Regular or Filtered)		Regular Tap Water		Filtered Tap Water		Bottled Spring Water		Bottled Mineral/ Carbonated Water	
	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14
% Yes	77%	69%	76%	65%▼	71%	56%▼	83%	78%	84%	77%	66%	77%
What changes have you noticed?												
Smells worse	57%	58%	54%	55%	49%	46%	59%	63%	67%	66%	48%	65%
Tastes worse	57%	56%	55%	55%	55%	49%	56%	62%	65%	62%	43%	35%
Worse colour	3%	28%	3%	25%▲	2%	22%▲	3%	28%▲	6%	38%▲	10%	18%
Worse clarity	3%	13%	3%	12%▲	3%	10%▲	3%	13%▲	3%	17%▲	-	6%
Chlorine/ added chlorine	6%	4%	6%	4%	5%	6%	7%	3%	5%	2%	14%	6%

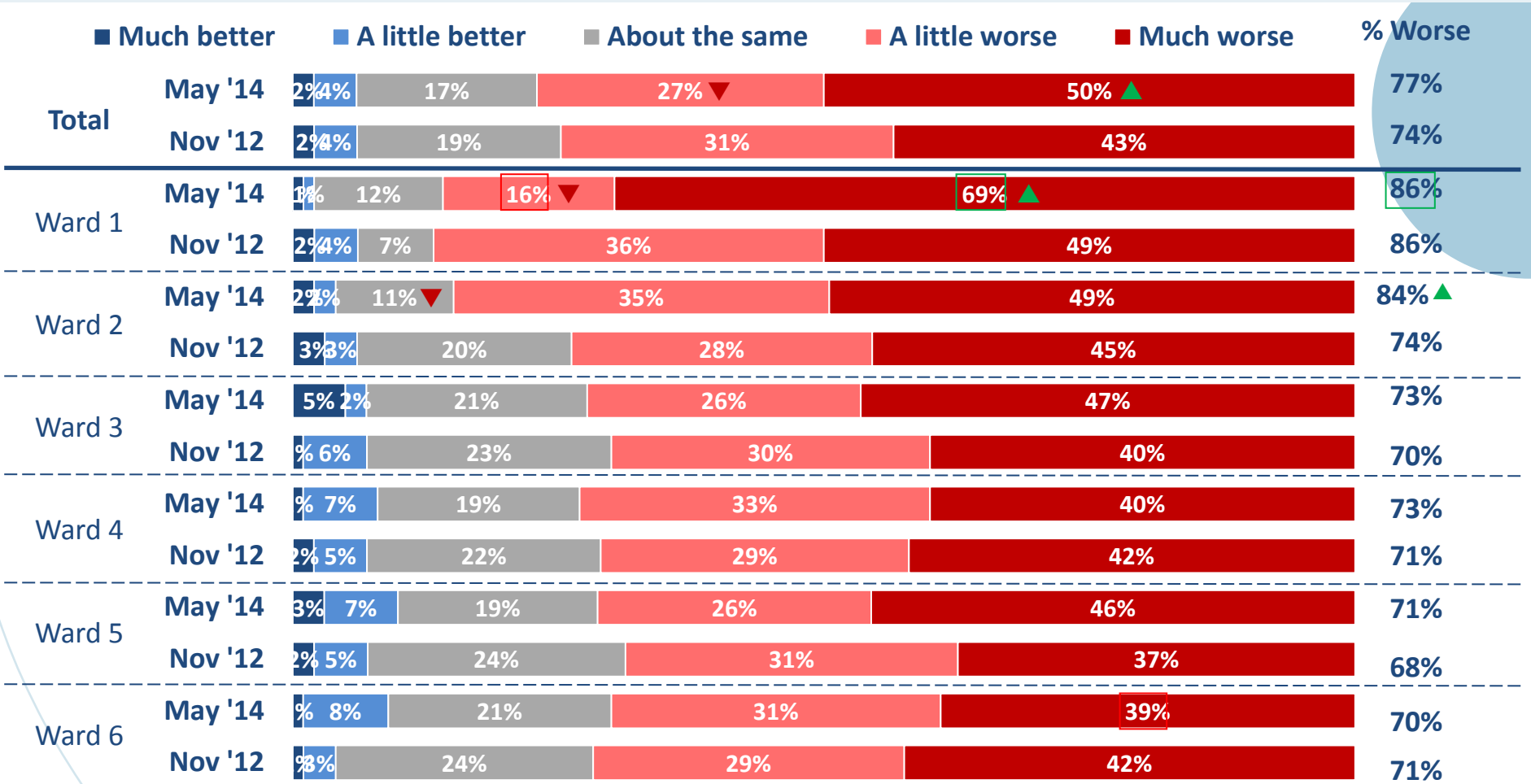
*mentions under 4% not shown

Q5. Have you noticed any changes to your tap water in the past five years?Base: All respondents Nov 2012(n=1,002); Tap Water- Any type (n=726), Regular Tap Water (n=411), Filtered Tap Water (n=315), Bottled Spring Water (n=204), Bottled Mineral/ Carbonated Water (n=32*); May 2014: (n=1000); Tap Water- Any type (n=712), Regular Tap Water (n=405), Filtered Tap Water (n=307), Bottled Spring Water (n=233), Bottled Mineral/ Carbonated Water (n=22*) *small base size

Q6. What changes have you noticed? Base: Answered 'Yes' to Q5 Nov 2012: (n=773) ; Tap Water- Any type (n=551), Regular Tap Water (n=290), Filtered Tap Water (n=261), Bottled Spring Water (n=171), Bottled Mineral/ Carbonated Water (n=21**) May 2014: (n=688) ; Tap Water- Any type (n=465), Regular Tap Water (n=227), Filtered Tap Water (n=238), Bottled Spring Water (n=180), Bottled Mineral/ Carbonated Water (n=17**) ** very small base size. Interpret with caution.

Perceived Quality of Tap Water Compared to 5 Years Ago

- Nearly eight in ten residents who noticed a change in the water feel it has gotten worse (a little, much worse) in the past 5 years, of which half feel it is become 'much worse', higher than in 2012. Residents of Ward 1 are significantly more likely to feel that the water is worse than compared to 5 years ago.
- Compared to 2012, residents of Ward 1 are significantly more likely to feel the water has gotten 'much worse' while those in Ward 2 are more likely to feel the quality of tap water is worse overall (a little, much worse).

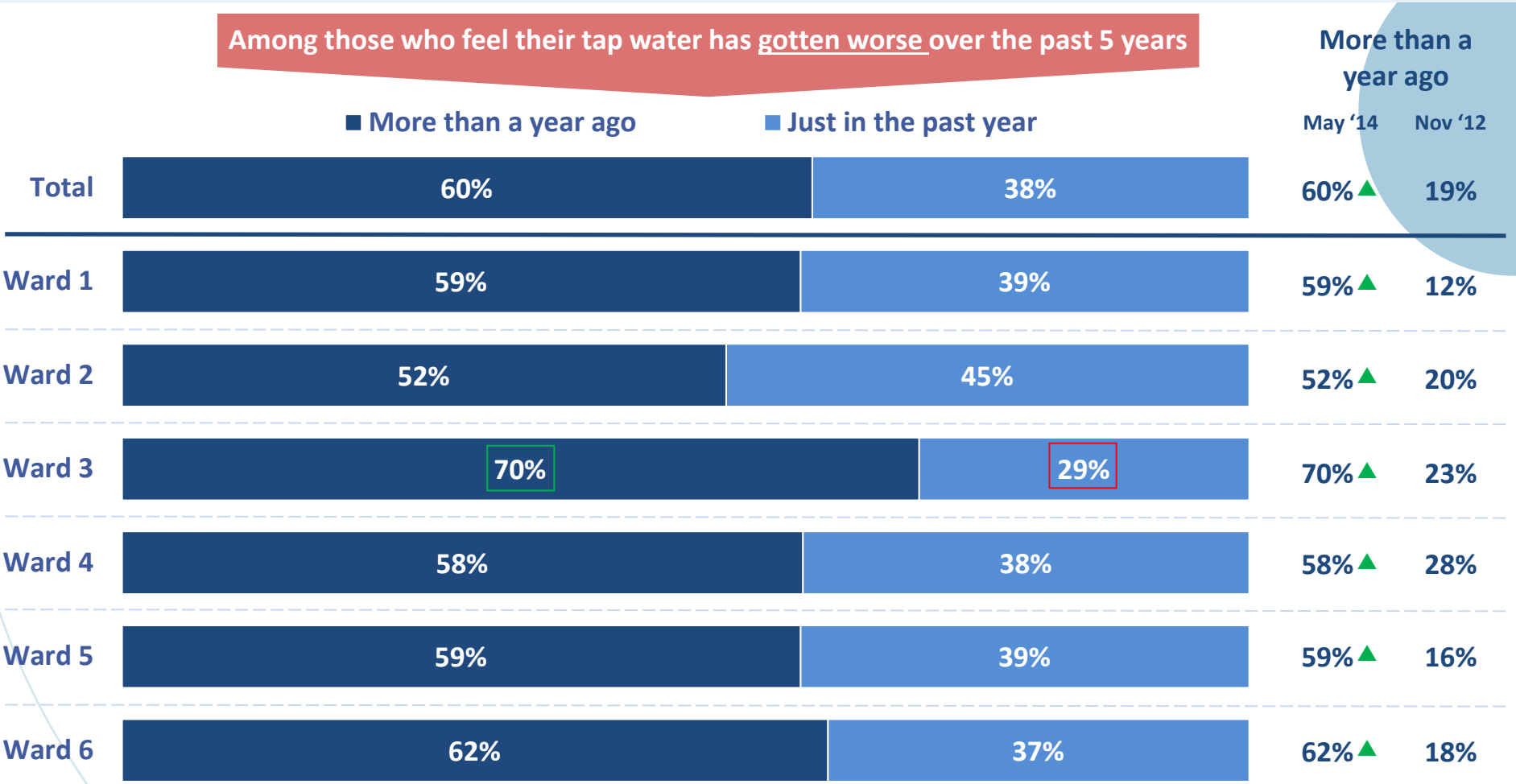


Q7. Would you say that the quality of your tap water has gotten much better, a little better, a little worse or much worse than compared to five years go or is it about the same?

Base: Answered 'Yes' to Q5 Nov 2012: (n=773); Ward 1 (n=166), Ward 2 (n=141), Ward 3 (n=110), Ward 4 (n=129), Ward 5 (n=123), Ward 6 (n=104); May 2014: (n=688); Ward 1 (n=160), Ward 2 (n=110), Ward 3 (n=122), Ward 4 (n=97), Ward 5 (n=90), Ward 6 (n=109)

Timeframe of Perceived Change in Quality

- Among those who feel their water has gotten worse, six in ten noticed it getting worse more than a year ago while four in ten indicate it was just in the past year. Residents of ward 3 are significantly more likely to feel the water has gotten worse more than a year ago.
- Compared to 2012, residents of all wards are significantly more likely to have noticed changes to their water quality more than a year ago.

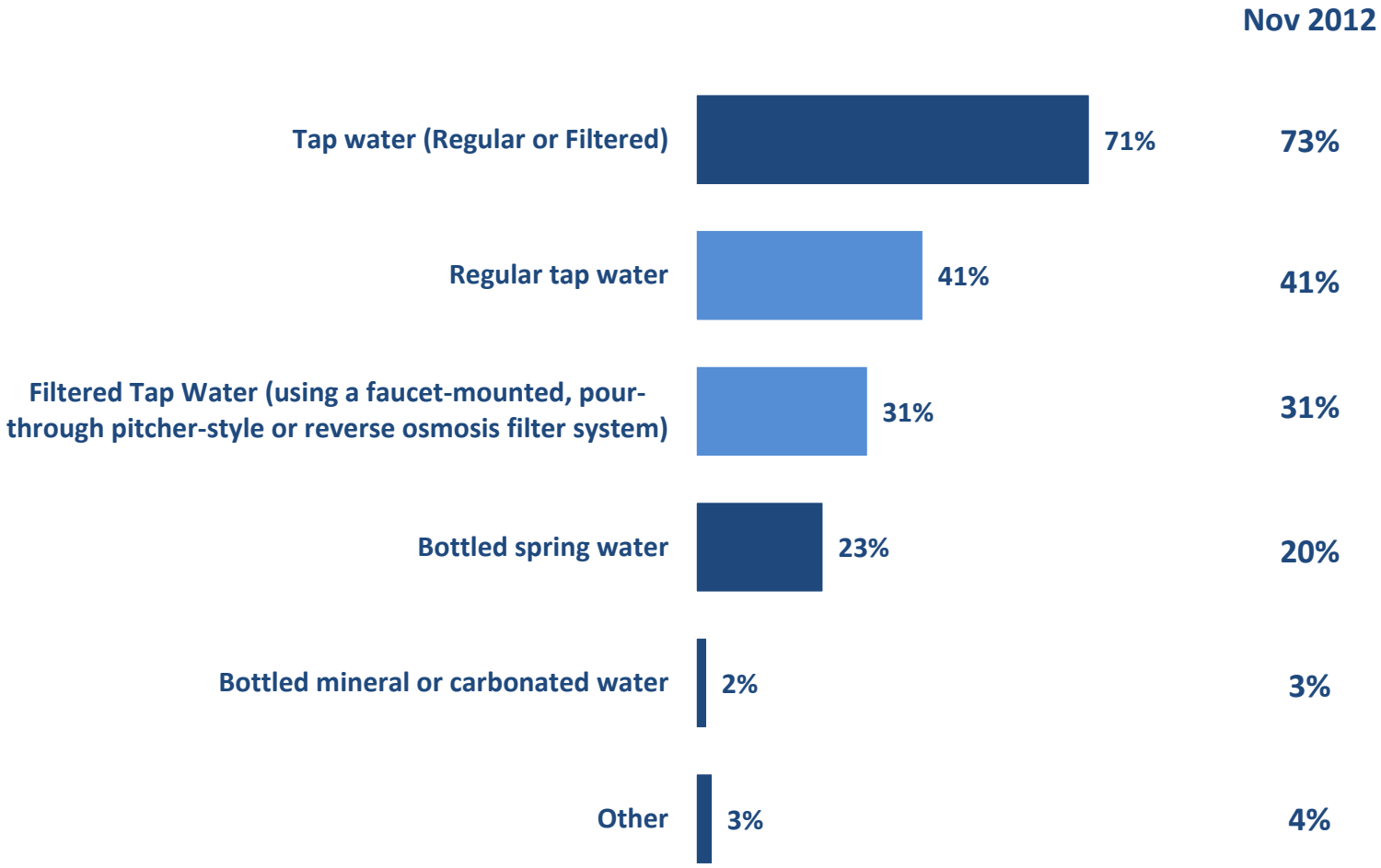


Q8. Did you notice it getting worse more than a year ago or has it gotten worse just in the last year?
Base: Answered 'Worse' to Q7 Nov 2012: (n=572); Ward 1 (n=142), Ward 2 (n=104), Ward 3 (n=77*), Ward 4 (n=91*), Ward 5 (n=84*), Ward 6 (n=74*); May 2014: (n=529); Ward 1 (n=137), Ward 2 (n=92), Ward 3 (n=89*), Ward 4 (n=71*), Ward 5 (n=64*), Ward 6 (n=76*)

*small base size

Type of Drinking Water Consumed Most Often

- **Consistent with 2012, seven in ten residents report consuming tap water most often, of which four in ten drink regular tap water and three in ten filtered tap water. Nearly one quarter report consuming bottled spring water most often, while only 2% drink bottled mineral or carbonated water.**



Q9. Generally speaking, what type of water do you drink most often?
Base: All respondents Nov 2012: (n=1002); Ward 1 (n=200), Ward 2 (n=180), Ward 3 (n=140), Ward 4 (n=174), Ward 5 (n=170), Ward 6 (n=138); May 2014 (n=1000); Ward 1 (n=190), Ward 2 (n=160), Ward 3 (n=180), Ward 4 (n=160), Ward 5 (n=150), Ward 6 (n=160)

Type of Drinking Water Consumed Most Often

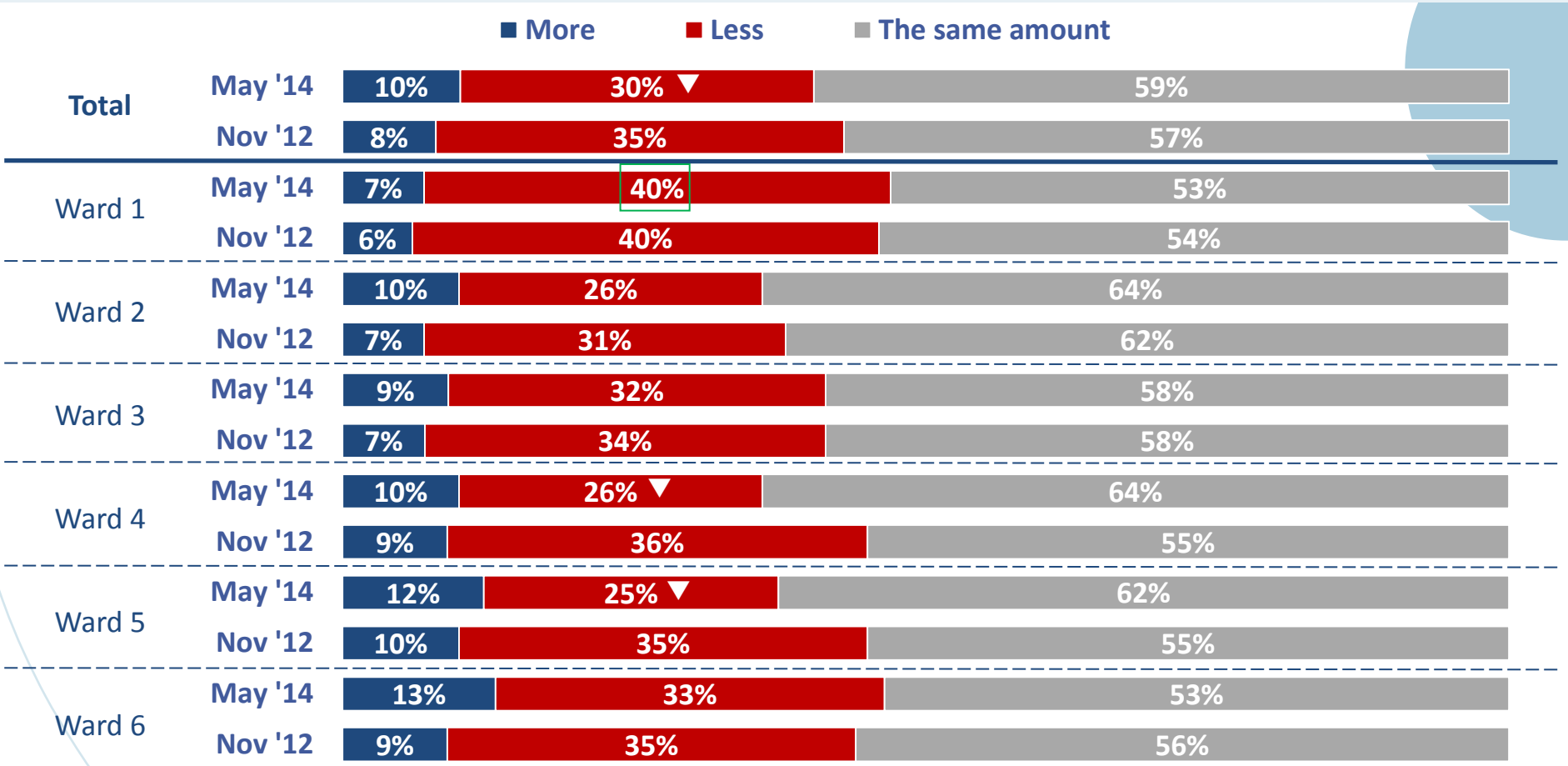
- Residents of Ward 1 are significantly less likely to drink regular tap water and more likely to drink filtered tap water, while those from Ward 4 and 5 are significantly less likely to drink filtered tap water.
- Compared to 2012, residents of Ward 1 are significantly less likely to drink regular tap water most often, offset by a directional increase in consumption of filtered tap water.

%	Total		Ward 1		Ward 2		Ward 3		Ward 4		Ward 5		Ward 6	
	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14	Nov-12	May-14
Tap Water (regular or filtered)	73%	71%	73%	71%	81%	76%	74%	76%	72%	66%	67%	67%	67%	71%
Regular tap water	41%	41%	41%	31% ▼	49%	44%	39%	39%	40%	43%	37%	45%	39%	43%
Filtered Tap Water	31%	31%	32%	40%	32%	32%	35%	37%	32%	23%	29%	22%	28%	28%
Bottled spring water	20%	23%	22%	25%	14%	19%	19%	19%	20%	26%	24%	27%	25%	24%
Bottled mineral or carbonated water	3%	2%	3%	1%	3%	3%	3%	3%	2%	3%	4%	3%	4%	1%
Other	4%	3%	3%	3%	2%	3%	4%	2%	5%	6%	5%	3%	4%	4%
Don't know	0%	0%	1%	-	-	-	-	-	1%	-	1%	-	-	1%

Q9. Generally speaking, what type of water do you drink most often?
Base: All respondents Nov 2012: (n=1002); Ward 1 (n=200), Ward 2 (n=180), Ward 3 (n=140), Ward 4 (n=174), Ward 5 (n=170), Ward 6 (n=138); May 2014 (n=1000); Ward 1 (n=190), Ward 2 (n=160), Ward 3 (n=180), Ward 4 (n=160), Ward 5 (n=150), Ward 6 (n=160)

Consumption of Tap Water- More, Less or the Same Compared to a Year Ago

- Consistent with 2012, six in ten report drinking the same amount of tap water compared to a year ago, while three in ten are drinking less and one in ten are drinking more. Residents from Ward 1 are significantly more likely to report drinking less tap water compared to a year ago.
- Compared to 2012, residents are less likely to report having consumed less tap water versus a year prior (specifically those in Ward 4 and 5).

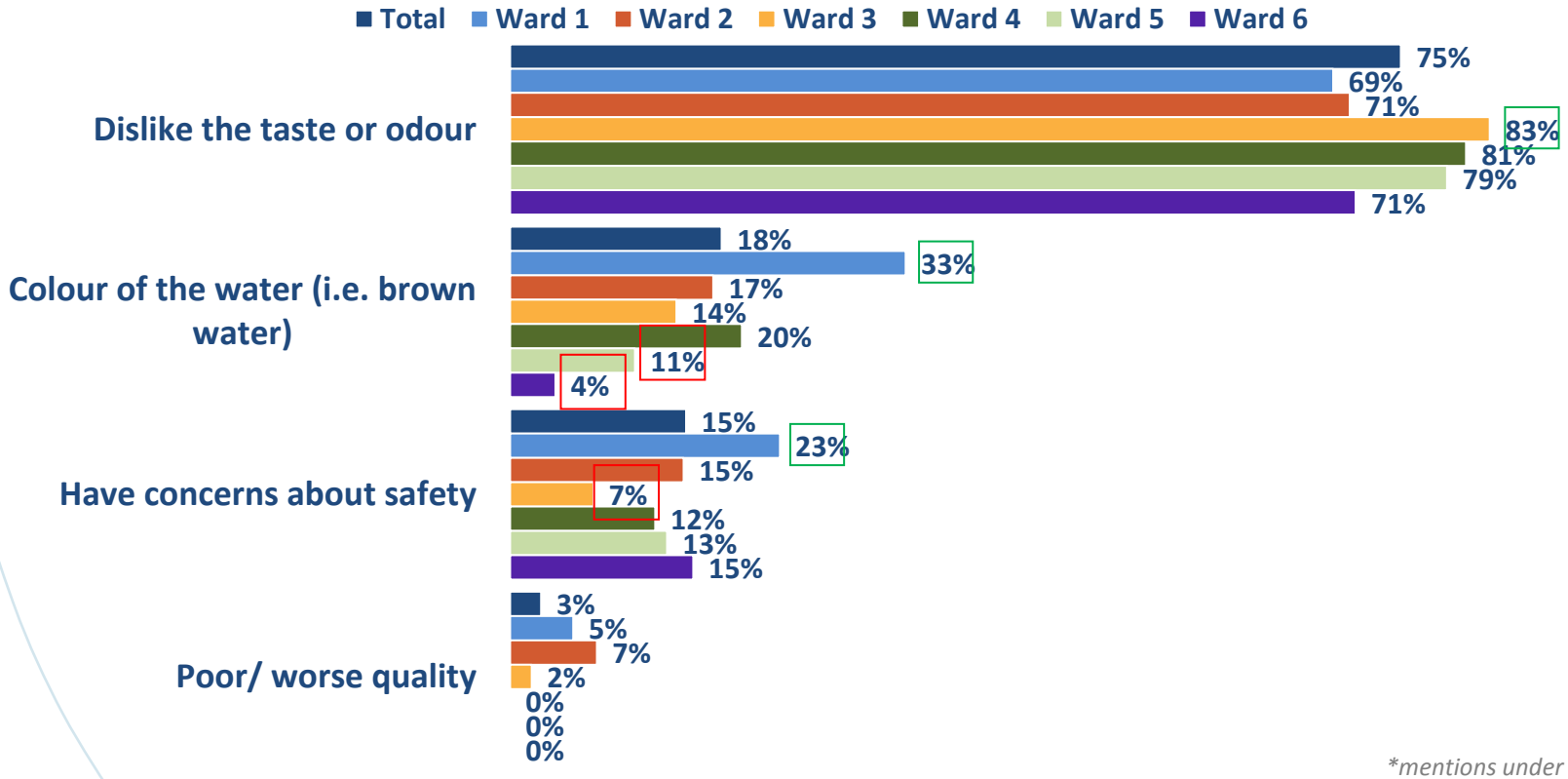


Q10. Would you say you are drinking more, less or the same amount of tap water (bottled water not) compared to a year ago?
Base: All respondents Nov 2012 (n=1002); Ward 1 (n=200), Ward 2 (n=180), Ward 3 (n=140), Ward 4 (n=174), Ward 5 (n=170), Ward 6 (n=138); May 2014: (n=1000); Ward 1 (n=190), Ward 2 (n=160), Ward 3 (n=180), Ward 4 (n=160), Ward 5 (n=150), Ward 6 (n=160)

Reason for Drinking Less Tap Water

Of those who report drinking less tap water compared to a year ago, the vast majority indicate it is because they dislike the taste or odour while nearly two in ten report it is because of the colour of the water and slightly fewer have concerns about safety. Residents from Ward 3 are most likely to mention it is because they dislike the taste or odour, while residents from Ward 1 are most likely to mention the colour of the water or concerns about safety.

Among those who indicated they are drinking less tap water compared to a year ago



*mentions under 2% not shown

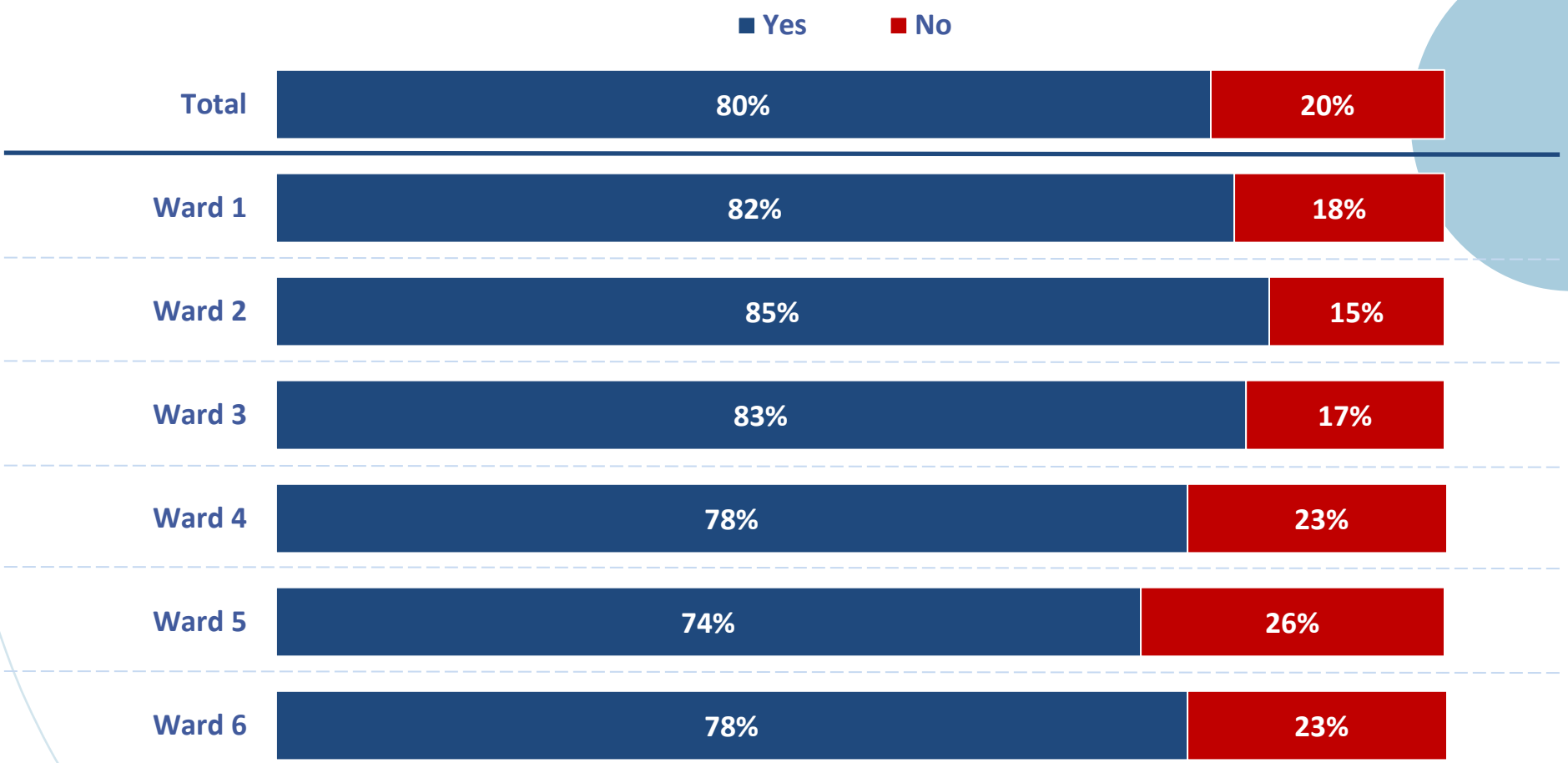
Q11. And is the main reason you are drinking less tap water because you [ROTATE dislike the taste or odour, have concerns about safety] or some other reason?

Base: Answered 'Less' to Q10 Nov 2012: (n=353); Ward 1 (n=80*), Ward 2 (n=56*), Ward 3 (n=48*), Ward 4 (n=62*), Ward 5 (n=59*), Ward 6 (n=48*); May 2014: (n=304); Ward 1 (n=75*), Ward 2 (n=41*), Ward 3 (n=57*), Ward 4 (n=41*), Ward 5 (n=38*), Ward 6 (n=52*)

Awareness of Water Quality Issue and PUC Actions

Awareness of Water Quality Issue in Local Community

- At eight in ten, the vast majority of residents have heard about the topic of drinking water in their community. There are no statistically significant differences by ward.



Q14. Before today, have you heard anything on the topic of water quality in your local community?
Base: All respondents (n=1000); Ward 1 (n=190), Ward 2 (n=160), Ward 3 (n=180), Ward 4 (n=160), Ward 5 (n=150), Ward 6 (n=160)

Source of Water Quality Issue Awareness

- **Among those who have heard about the topic of drinking water in the community, half report having heard about it through the local newspaper, while four in ten mention the television or through word of mouth. One quarter cite the radio as their source of awareness while around one in ten mention online.**
- **Residents of Ward 2 are most likely to cite the local newspaper, while those from Ward 1 are most likely to mention word of mouth or at a city council meeting.**

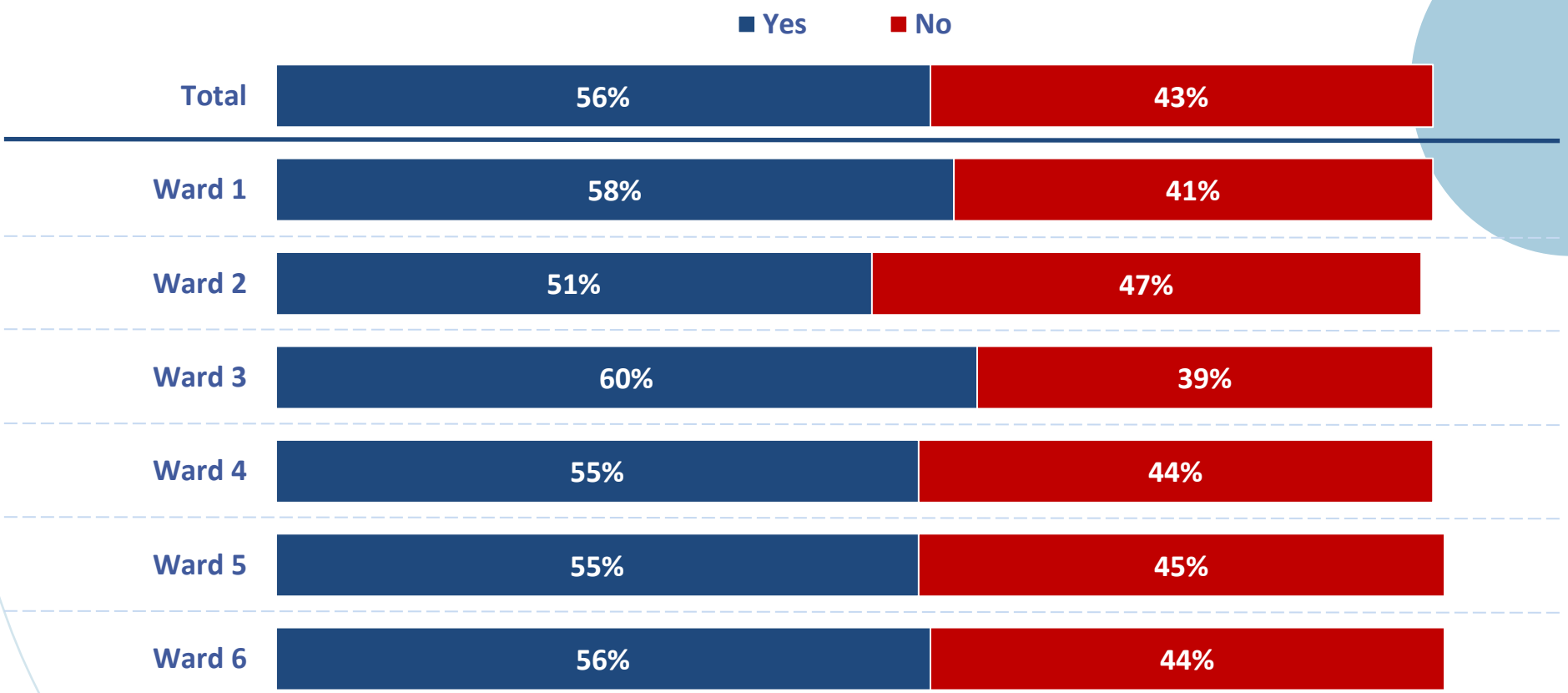
%	Total	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6
Local Newspaper	**54%**	54%	62%	61%	48%	47%	51%
Television	**40%**	33%	35%	43%	44%	44%	43%
Word of mouth	**37%**	46%	38%	36%	38%	34%	29%
Radio	**26%**	28%	24%	26%	19%	26%	32%
Internet/ online (unspecified)	**15%**	20%	13%	14%	15%	13%	11%
Sootoday.com	**5%**	6%	4%	5%	2%	6%	5%
At a City Council meeting	**5%**	10%	5%	3%	4%	5%	1%
PUC's website	**4%**	5%	4%	3%	7%	2%	4%
Online news	**3%**	3%	2%	5%	4%	4%	3%
Other	**4%**	3%	5%	3%	5%	3%	7%

**mentions under 2% not shown*

Q15new. Where did you hear about it?
Base: Answered 'Yes' to Q14 (n=801); Ward 1 (n=156), Ward 2 (n=136), Ward 3 (n=150), Ward 4 (n=124), Ward 5 (n=111), Ward 6 (n=124)

Awareness of Water Quality Improvement Project

At nearly six in ten, the majority of residents have heard about PUC's Water Quality Improvement project. There are no statistically significant differences by ward.



Q16. Before today, have you heard specifically about the Water Quality Improvement project being implemented by PUC Inc., the public utility responsible for drinking water in the City of Sault Ste. Marie?
Base: All respondents (n=1000); Ward 1 (n=190), Ward 2 (n=160), Ward 3 (n=180), Ward 4 (n=160), Ward 5 (n=150), Ward 6 (n=160)

Source of Water Quality Improvement Project Awareness

- **Among those who have heard about the Water Quality Improvement project, half report having heard about it through the local newspaper, while one third mention the television and nearly a quarter through the radio.**
- **Residents of Ward 4 or 5 are most likely to mention hearing about it through the television, while those from Ward 6 are most likely to mention the radio and those from Ward 1 or 2 are most likely to reference PUC's website.**

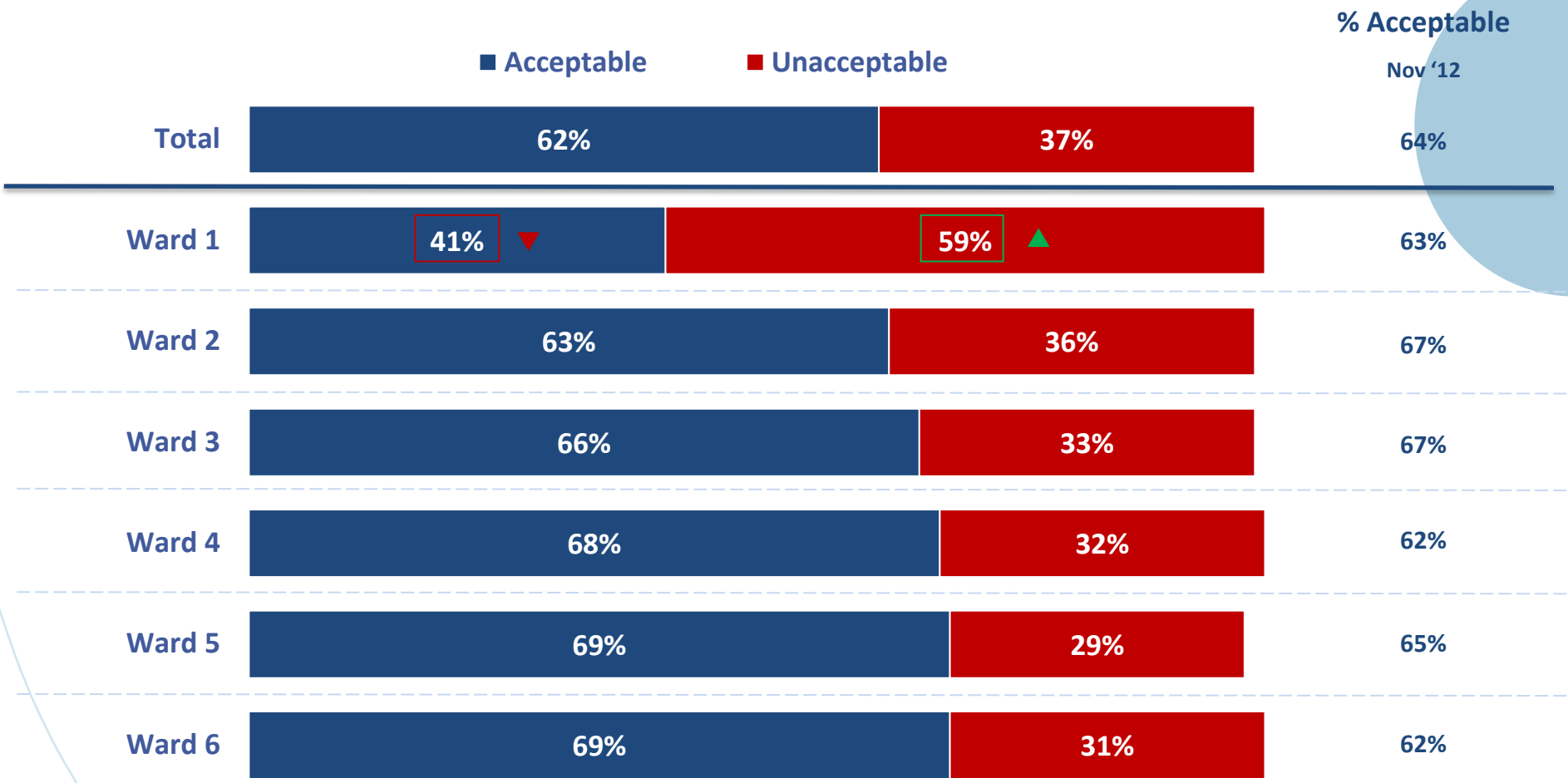
%	Total	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6
Local Newspaper	49%	48%	53%	54%	47%	43%	46%
Television	34%	24%	26%	33%	42%	44%	38%
Radio	23%	22%	22%	20%	21%	21%	31%
Internet/ online (unspecified)	15%	21%	16%	14%	15%	10%	14%
Word of mouth	12%	11%	15%	14%	8%	12%	10%
PUC's website	6%	11%	12%	1%	3%	5%	3%
Sootoday.com	4%	4%	3%	4%	2%	4%	7%
At a City Council meeting	3%	5%	3%	3%	3%	6%	1%
Online news	2%	3%	1%	4%	1%	1%	1%
Print material/ flyer/ pamphlet	2%	2%	-	4%	2%	1%	1%
Sault Star	2%	1%	-	4%	-	2%	2%
From my bill	2%	1%	3%	2%	1%	1%	2%
Other	3%	-	6%	3%	1%	4%	2%

Q17. And where did you hear about this initiative?
Base: Answered 'Yes' to Q16 (n=559); Ward 1 (n=110), Ward 2 (n=81), Ward 3 (n=108), Ward 4 (n=88), Ward 5 (n=82), Ward 6 (n=90)

Acceptability of Drinking Water Today

Acceptability of Drinking Water Today

- Statistically unchanged from November 2012, more than six in ten residents feel the quality of drinking water as it is today is acceptable. Residents from Ward 1 are significantly more likely to feel the quality of drinking water is unacceptable and compared to 2012 are much more likely to feel so.



Q15. Is the quality of your drinking water as it is today acceptable or unacceptable to you?
Base: All respondents (n=1000); Ward 1 (n=190), Ward 2 (n=160), Ward 3 (n=180), Ward 4 (n=160), Ward 5 (n=150), Ward 6 (n=160)

Why Do You Find the Quality of Drinking Water Unacceptable?

- **Among those who feel the quality of drinking water is unacceptable, the most commonly cited reason is the taste, followed by the odour. One third mention the colour of the water, while one in ten have concerns about the safety.**
- **Residents of Ward 1 are significantly more likely to mention the colour of the water, while those from Ward 3 are most likely to cite the taste.**

%	Total	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6
Taste	**65%**	62%	55%	83%	55%	67%	68%
Odour	**56%**	55%	52%	63%	53%	61%	56%
Colour of the water (i.e. brown water)	**33%**	50%	41%	32%	16%	19%	14%
Have concerns about safety	**10%**	13%	10%	5%	6%	12%	8%
Contains chemicals/ chlorine	**5%**	4%	5%	5%	8%	-	6%
Poor clarity	**3%**	3%	7%	2%	2%	2%	2%
Changes have been made/ not the same as it was	**3%**	3%	3%	2%	6%	5%	-
Not potable/ drinkable	**2%**	5%	-	3%	-	-	4%
Needs to be filtered	**2%**	-	2%	5%	4%	5%	2%
Other	**3%**	3%	3%	-	4%	9%	-

Q13. And why do you say the quality of your drinking water is unacceptable?
Base: Answered 'Unacceptable' to Q15 (n=374); Ward 1 (n=112), Ward 2 (n=58), Ward 3 (n=60), Ward 4 (n=51), Ward 5 (n=43), Ward 6 (n=50)

Survey Demographics

Demographics

Age	
18 – 34	18%
35 - 54	35%
55 or older	47%

Gender	
Male	47%
Female	53%

Highest Level of Education	
Some/completed elementary school	1%
Some/completed high school	24%
Community college, vocational, technical school, CEGEP	35%
Some/completed university (Bachelor's Degree)	26%
Post graduate, professional school (e.g., MA, MSc, PhD, LLB)	14%

Household Income	
Less than $30,000	9%
$30,000 to less than $60,000	23%
$60,000 to less than $90,000	24%
$90,000 to less than $120,000	16%
$120,000 to less than $150,000	8%
$150,000 to less than $200,000	6%
$200,000 or more	2%
Refused	14%

Number of People Living in Household	
One	18%
Two	40%
Three	20%
Four	16%
Five	5%
Six or more	2%

Children Under 18 Living in Household	
Yes	26%
No	74%

Contact Information

Ipsos Reid Public Affairs
300 -160 Bloor Street East
Toronto, Ontario, Canada M4W 1B9

Sandra Guiry, Vice President
Phone: 416-324-2018
eMail: Sandra.Guiry@ipsos.com

Michael Howell, Associate Vice President
Phone: 416-572-4407
eMail: Michael.Howell@ipsos.com

2013 ANNUAL REPORT

Sault Ste. Marie
ECONOMIC
DEVELOPMENT
CORPORATION

promoting an environment that generates economic growth, diversification and sustainable employment





Sault Ste. Marie
ECONOMIC
DEVELOPMENT
CORPORATION

SAULT STE. MARIE ECONOMIC DEVELOPMENT CORPORATION 2013 ANNUAL REPORT

Table of Contents

President's Message	2
CEO's Message	3
Introduction	4
Executive Summary	6
Business	8
Tourism	14
Corporate	20
Financials	22
Our Team	24





PRESIDENT'S MESSAGE

On behalf of the entire Sault Ste. Marie Economic Development Corporation (SSMEDC), thank you for taking the time to read our 2013 Annual Report. It's important that people understand what our organization does and how we impact the local economy, along with the community in general. This document highlights our endeavours, which, in turn, demonstrates accountability for the annual investments we receive to operate. Such activity, including job creation and other deliverables, can be found in the following pages of this report.

While we are certainly proud of our activity and results generated, it's important to note that none of it would be possible without the support we receive from our funding partners, particularly the ratepayers of Sault Ste. Marie and senior levels of government. Without their investments and backing, none of the activity mentioned in this Annual Report would be possible.

To be successful, economic development takes a team effort involving a number of groups. While this Annual Report highlights SSMEDC activity, it's important to note that we often work with other organizations and individuals to initiate, advance and complete projects on behalf of the community. Specifically, I'd like to give kudos to Mayor Debbie Amaroso, City Council and the City staff team, along with our MPP David Orazietti and MP Bryan Hayes, for their support.

Finally, I'd also like to send my sincere thanks to the SSMEDC team – everyone from the staff, to my colleagues on the Board of Directors, to our volunteer Committee members. Your efforts, which are exemplified as results in the subsequent pages of the Annual Report, have not gone unnoticed.

Don Mitchell



CEO'S MESSAGE

In 2013, a number of innovative and exciting projects were advanced or started in our community, and the Sault Ste. Marie Economic Development Corporation (SSMEDC) was proud to be a part of them. From waterfront and downtown redevelopment initiatives, to advancement of the digital gaming sector, to tourism product development, the year saw considerable progress on a number of fronts.

Also in 2013, the Municipality's credit rating was maintained at A+ by Standard & Poor's, a world-leading financial institution that provides global credit benchmarks. The high assessment suggests a favourable future for Sault Ste. Marie. As, too, does the fact that the private and public sectors have recently invested heavily in the community in a number of sectors, including education, advanced manufacturing, tourism and accommodations, transportation, and information/communication technology.

While there is certainly much promise on the horizon, there are also challenges ahead. In a recent report from the Algoma Workforce Investment Corporation, the Sault's aging demographics may pose a problem in years to come. According to the report, roughly 500 net new jobs need to be created every year for the next two decades in order for our population to remain at current levels. In 2013, SSMEDC programs and services helped create or retain 279 jobs. Such activity, in partnership and in conjunction with other community groups, will need to continue in the future for population levels to maintain or grow.

In 2014 and beyond, the SSMEDC will continue to work on key projects on behalf of the community, with the ultimate goal of creating and retaining jobs, generating wealth, attracting visitors, and increasing the Municipal tax base.



Tom Dodds

Introduction

MISSION

The SSMEDC's mission is to support the sustainable growth and the further development of a diversified community economy through activities and undertakings, which facilitate:

- The creation and retention of wealth in the community;
- Increasing productivity and global competitiveness;
- Inward investment and trade; and
- Marketing and promotion of business/tourism development;

Thereby achieving the Corporate vision.

MANDATE

The SSMEDC is a not-for-profit Corporation, funded by public and private partners. It is the City's lead agency on economic development providing strategic advice, policy, implementation of projects, Economic Development Fund recommendations, pertaining to economic development (which is inclusive of tourism) and private sector relations.

PURPOSE OF THIS REPORT

The Annual Report provides the community, clients and funding partners with an overview of Sault Ste. Marie Economic Development Corporation (SSMEDC) activity. The goal of the report is to demonstrate accountability for the investments the Corporation receives.

It's important to note, however, that economic development is a continuous, evolving process. As an example, if a company opened or expanded their operations in 2013, the process may have begun years earlier, with much or all of the work done out of the public eye.

To be consistent and to properly reflect the Corporation's involvement in a project, only activity that underwent significant progress during 2013 is included in the Annual Report.

Community Support

Economic development is a team effort. When delivering its programs and services, the SSMEDC works very closely with City Council and staff, key community stakeholders, and senior levels of government.

The SSMEDC is very grateful for the investments it receives from the City of Sault Ste. Marie. As well, it appreciates the strong support it receives from the Mayor, Council and City staff team. The SSMEDC also thanks the Federal and Provincial governments, along with its many other partners, for their investments in the Corporation.

Without the support of its many community and stakeholder partners, none of the activity mentioned in this report would be possible.

VISION

"Our community, City Council and other partners recognize and value the Corporation as their source for leadership and support in shaping and creating a competitive, sustainable and thriving economy for Sault Ste. Marie."

By 2020, Sault Ste. Marie will be recognized as a leading community having an increasingly diverse, sustainable and globally competitive economy supported by the energy, manufacturing, innovation, research, small business and tourism sectors.

In support of its vision, the SSMEDC will be a community-oriented, customer-driven, strategic and results-based organization that values its employees as a team and is characterized by:

- Earning the trust and respect of its community and partners;
- Building strong alliances and networks;
- Investing in its people and relationships;
- Creative risk-taking balanced by fiscal prudence; and
- Leadership focused on effective communication, innovation, ethics and the willingness to embrace change.

Corporate Overview

With its office located on the first level of the Civic Centre, the Sault Ste. Marie Economic Development Corporation (SSMEDC) is a non-profit organization. It has a Board of Directors that includes a City Councillor and the Mayor (ex officio), along with individuals who represent the community's public, private and non-profit sectors. The volunteer Board provides the Corporation with strategic direction, which the staff team then uses to undertake programs, services and special projects.

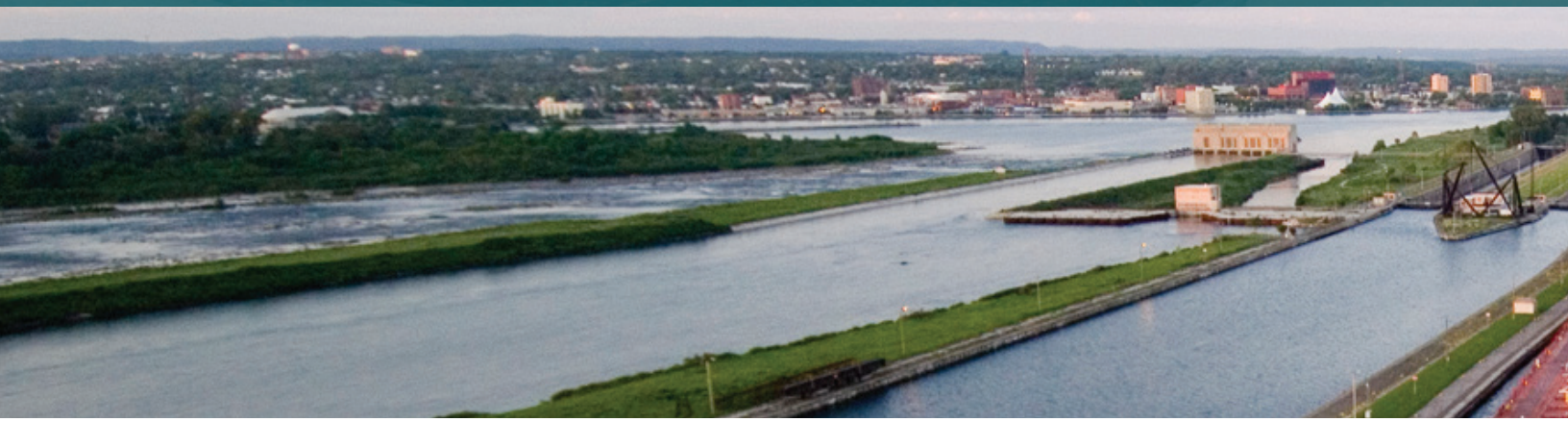
To fulfill its mandate – including job creation, wealth generation and attracting visitors – the SSMEDC is organized around the following three operating divisions:

- **Business Sault Ste. Marie** - Supports existing businesses and attracts external businesses to create and retain jobs, generate wealth and increase the Municipal tax base.

- **Tourism Sault Ste. Marie** - Develops tourism-related products, delivers annual marketing activities, and attracts and supports events, all of which are designed to increase visitation levels to the community.

- **Corporate Services** - Provides support for the Sault Ste. Marie Economic Development Corporation as a whole, including the functions of finance, information technology, freedom of information and protection of privacy, human resources, and communications; also provides administration for the SSMEDC Board of Directors and Committees, City Council's Economic Development Fund (EDF), and the Destiny Sault Ste. Marie Economic Diversification Strategy.

Executive Summary



The Sault Ste. Marie Economic Development Corporation (SSMEDC) receives operating funding from the City of Sault Ste. Marie, along with other sources, including senior levels of government and the private sector. For the investments it receives, the SSMEDC is mandated to deliver a return in the form of wealth generation, creating and retaining jobs, and attracting visitors. The Annual Report outlines the Corporation's activity and, in doing so, demonstrates accountability and the return on investment its funders receive.

On the Business front, in 2013, the SSMEDC conducted **401 client consultations** with company owners and aspiring entrepreneurs. This led to **32 business startups and expansions**, which created or retained **279 jobs**. These projects also led to a total community investment of about **$13.1 million**.

With respect to Tourism, SSMEDC activity – specifically, in attracting major events and selling vacation packages to travellers – generated **18,918 visitor days**. This activity led to **$2.73 million in direct visitor spending** and millions of more dollars in indirect economic activity.

Along with the above-mentioned statistics and results, the SSMEDC also led or took part in a number of key community initiatives in 2013, each with potential to have a significant impact on the local economy in the future. For instance, the **SSM/OLG Modernization Project** is designed to best position the community to take advantage of the growth and transformation of Ontario's lottery and gaming sector. The SSMEDC is also working to develop a **Small Business Incubator** in the downtown core of the city, along with a **Deep Water Port** that will allow local companies to expand by making it more cost-effective to ship products to and from Sault Ste. Marie.

Meanwhile, the SSMEDC is working with community partners on major **Waterfront/Downtown Redevelopment** projects, including one on the former St. Marys Paper property that's slated to



see tourism, educational and other components. The Corporation is also working with its tourism partners to develop visitor-related products surrounding the iconic **Group of Seven** artists, along with a **cycling route** between Sault Ste. Marie and Sudbury along the North Shore of Lake Huron. Both are designed to attract new types of travellers to the city and region.

Financially, the SSMEDC received **$1.62 million** in operating funds from the City of Sault Ste. Marie in 2013. This represented about 1.4% of the Municipality's total expenses for the year. With its core investment from the City, the SSMEDC secured roughly **$1.78 million** in additional funding from senior levels of government and the private sector. Essentially, **for every dollar provided to the Corporation by Sault ratepayers in 2013, the SSMEDC was able to secure slightly more than an equivalent value from other sources**. This is typical for the Corporation, which uses its core operating budget to secure significant amounts of additional dollars for its strategic activities on behalf of the community.

For the funding the SSMEDC received in 2013, the Corporation delivered a solid return on investment in terms of leveraging its Municipal investment, assisting entrepreneurs with their business startup and expansion projects, and attracting visitors to the community. This activity helps generate wealth and increase the tax base.

Between 2012 and 2013, total property value in Sault Ste. Marie has gone up by 12%, from $4.722 billion to **$5.386 billion**. While part of this increase can be attributed to climbing assessments, it also represents net growth in the overall tax base, which is caused by the construction of new homes, businesses and other buildings.

Also, on an annual basis, the number of employed persons has risen from an average of 34,800 people working in 2012 to **37,000** working in 2013. Furthermore, based on City Planing Division estimates, the population has gone up from 75,141 in 2011 (the last census) to 76,000, and it's expected to grow to more than **77,500 by 2016**. All of this represents a positive trend for the community.

Business

ROLE

Business Sault Ste. Marie supports aspiring entrepreneurs and existing firms with their startup and expansion plans. The division also focuses on youth business development, international and regional partnerships, and assisting area companies in accessing funding programs and private capital. This activity creates and retains jobs in the community while generating wealth and increasing the Municipal tax base.

RESULTS

In 2013, through its various programs and services, Business Sault Ste. Marie assisted its clients in generating the following:

- Startups/Expansions 32
- Total Investment $13.1 million
- Jobs Created/Retained 279
- Client Consultations 401

PROGRAMS AND SERVICES

Business Retention, Expansion and Investment

Growing local business is a cornerstone to a prosperous community. Through a targeted approach to identifying and meeting with companies, the purpose of this program is to connect and support local firms to the resources and services required to develop new markets while improving competitiveness and productivity. Through a consultation process to gather intelligence, the Business Sault Ste. Marie team measures, evaluates and develops strategies to address the needs of business. The program's goal is to enable new growth and to stabilize and expand the employment base in key sectors, such as manufacturing, forestry, steel fabrication, value-added wood, renewable energy and recycling.

In 2013, Business Sault Ste. Marie conducted 38 on-site consultations, which led to **14 firms expanding** their operations. This activity helped create or retain **257 jobs** and generated **$12.1 million** in community investments. Meanwhile, since the BR&E program began in July 2010, the division has worked with several dozen companies in their growth projects, activity that helped create or retain **more than 1,000 jobs** and led to a total community investment of over **$33 million**.

Enterprise Services

Enterprise Services supports small business owners with their start-up and operational needs. Business Sault Ste. Marie delivers the program on behalf of the Ontario Ministry of Economic Development, Trade and Employment. Enterprise Services is designed to bolster the region's small business sector and, ultimately, create jobs in Sault Ste. Marie, the Algoma District and Chapleau. The Business Sault Ste. Marie team provides a variety of services covering various elements of business development and entrepreneurship, including workshops and seminars, consultations, and assisting clients in accessing financial resources.



Joe Caruso (right), President of Triple M Metal, and Tom Anderson, Vice-President of Engineering for the Brampton-based company. The SSMEDC assisted the local Triple M branch in securing financing for the purchase of new shredding equipment in 2013.

In 2013, under its Enterprise Services program, Business Sault Ste. Marie conducted **363 consultations** with current and aspiring small business owners. This activity helped start **19 companies**, create **22 jobs** and generate nearly **$1 million** in community investments. Over the past five years, the Enterprise Services program assisted more than **120 small businesses** with their startup or expansion plans, which helped create or retain around **230 jobs**.

Youth Entrepreneur Development

Business Sault Ste. Marie provides programs and services specifically designed to support young entrepreneurs in the Sault Ste. Marie area. For example, **Summer Company** provides up to $3,000 for students between the ages of 15 and 29, who are returning to school, with the opportunity to start and operate a business for at least eight weeks during the summer. Administered in the region by Business Sault Ste. Marie, the program is funded by the Ontario Ministry of Economic Development, Trade and Employment.

"SSMEDC staff were willing to offer assistance and answer questions whenever I had concerns. I would not have been able to do it on my own."

- Connie Carello, Owner, CC Communications

In 2013, the Province of Ontario allocated 10 Summer Company spaces for the region. With its marketing and outreach efforts, Business Sault Ste. Marie was successful at filling all the positions. The goal of the program is to provide youth an opportunity to delve into the world of enterprise, experience that can – and often does – lead to a lifetime of entrepreneurship. For instance, years later, a number of past Summer Company participants are still operating their businesses as year-round, full-time enterprises, including Cavera Inc. and Green Grass Yard Care. Such examples speak to the success of the program.



Connie Carello, owner of CC Communications. With assistance from the SSMEDC, the businesses opened its doors in 2013.

Along with Summer Company, Business Sault Ste. Marie also assists area youth in accessing other funding sources, including the **Northern Ontario Heritage Fund Corporation** and the **Canadian Youth Business Foundation**. As well, the division helped administer the Province's 2013 **Make Your Pitch** campaign.



2013 Summer Company participant Derrick Pook, owner of Brix, a business that specialized in re-leveling brick driveways, patios and walkways.

International Relations and Regional Partnerships

International Relations and Regional Partnerships is designed to further connect Sault Ste. Marie with markets around the world. This is done by facilitating trade missions – mostly inbound – and establishing business and government alliances. In 2013, Business Sault Ste. Marie coordinated a number of **inbound missions** involving business and government delegations from countries around the world, including Chile, Columbia, Finland, Germany, Mexico, South Korea and the United States.

A key project under this program was **Naturallia 2013**. The global business-to-business matchmaking forum attracted more than 150 company owners and executives from seven countries. Initiated by RDEE Ontario, the event was organized and hosted by the Sault Ste. Marie Economic Development Corporation, in partnership with the Sault Ste. Marie Innovation Centre. To deliver this program, Business Sault Ste. Marie helped secure more than $400,000 from senior levels of government and sponsorship, along with a $25,000 investment from the City's Economic Development Fund.

With respect to regional partnerships, Business Sault Ste. Marie was actively involved in a number of groups and projects, including:

- **Ontario's North Economic Development Corporation (ONEDC)**, a partnership of the economic development organizations from the five major centres in the region;
- **Upper Peninsula Economic Development Alliance**, which is working to establish an Ontario and Michigan Export and Logistics Regional Partnership via a Trade Corridor to the Twin Saults;
- **Bi-national Regional Innovation & Collaboration Advisory Network** and **Michigan State University Center for Community & Economic Development**; and
- Resource for the **Great Lakes International Trade and Transportation Hub Initiative**.

CITY MAINTAINS ITS A+ CREDIT RATING

What does the future hold for Sault Ste. Marie and the local economy? According to a world-leading financial research agency, prospects for the community look bright.

In 2013, Standard & Poor's reaffirmed its positive outlook for Sault Ste. Marie. S&P, a financial institution that provides global credit benchmarks, maintained it's A+ rating for the Municipality.

The high rating was based on a number of factors, including the City's low debt burden, its "very positive" liquidity position and its "predictable and well balanced" institutional framework. While the A+ credit rating from Stand & Poor's is indicative of a well-run Municipality, particularly in how it manages its finances, it also speaks to the community having a stable economy in a period of global uncertainty.

S&P rates cities across Canada based on their debt management, local economy and expected growth. Its positive outlook for Sault Ste. Marie suggests a promising future for the community.

KEY PROJECTS

SSM/OLG Modernization Project

The Provincial Government is in the process of modernizing this sector in Ontario. Home to the headquarters of the Ontario Lottery and Gaming Corporation (OLG), along with a casino, Sault Ste. Marie has the infrastructure and human resource expertise needed to spearhead the modernization process. The Sault Ste. Marie Economic Development Corporation is leading the SSM/OLG Modernization Project, with the goal of retaining and growing the sector in the community. Highlights for 2013 include:

- Developed a marketing campaign, promo video and website (**www.saultlotteryandgaming.com**) to help attract private sector lottery and gaming operators to the city;
- Hosted and worked with several technology-related businesses that are interested in operating OLG gaming sites and lottery functions;
- Met with senior government officials, including Premier Kathleen Wynne, Ontario Finance Minister Charles Sousa and other members of Cabinet, to make the business case that the Sault has competitive advantages in the sector and deserves to retain and grow its strong industry presence;
- Secured $185,000 from **FedNor** to develop an **attraction strategy** for digital gaming/IT businesses and access the feasibility of developing a shared data services facility in the community. The City of Sault Ste. Marie also supported this initiative with an investment of $150,000 from its **Economic Development Fund**, and the **Northern Ontario Heritage Fund Corporation** contributed $50,000.

"The Sault Ste. Marie Economic Development Corporation has been our key community partner. An urban redevelopment project of this magnitude requires a close collaboration and intensive dialogue with all stakeholders. The SSMEDC has gone beyond the line of duty to support us in arranging and coordinating that dialogue. It has made all the difference. We have a while to go still, and they will be with us every step of the way."

Willem Galle, Blueforest Ventures, owners/developers of the former St. Marys Paper site

Small Business Incubator

In 2013, Business Sault Ste. Marie continued to work on developing a Small Business Incubator pilot project in the downtown core of the community. The facility, if realized, would provide a **space for entrepreneurs** to operate their budding companies and would provide a number of direct services, including coaching, mentoring and marketing assistance. The goal is to help owners survive through the often-difficult first few years of start-up.

City Council supported the project with a $190,000 investment over three years from its Economic Development Fund. Also in 2013, Business Sault Ste. Marie submitted funding applications to the Northern Ontario Heritage Fund Corporation and FedNor to further help get this project off the ground. Pending the support of senior levels of government, the Small Business Incubator pilot project is expected to be rolled out in 2014/2015.

JOBS, JOBS, JOBS

According to a recent report from the Algoma Workforce Investment Corporation (AWIC), based on Sault Ste. Marie's aging population and other factors, it's estimated that the community will need a net in-migration of 10,000 employees over the next 20 years to simply sustain current population and economic levels. To achieve this, an average of 500 jobs need to be created each year.

How does this happen? In Canada, small businesses are responsible for creating roughly 78% of all private jobs. And in Sault Ste. Marie, 81% of employers have less than 10 employees. Essentially, growth in the local workforce will likely come from small businesses.

Industrial Regional Benefits (IRB) – National Defense Sector/Major National Contracts

Business Sault Ste. Marie is working with area companies on getting their "Controlled Goods" status, which is required to sell to national defense companies, along with major national contractors. Several local firms already have the designation and have been supplying these contractors. Over the next 10 years, Ottawa is expected to spend around **$30 billion** on national defense. The Federal Government's Industrial Regional Benefits (IRB) Program is designed to spread some of this business around the country. Northern Ontario is a designated area under IRB, meaning qualified and registered companies in the region can take advantage of the program. Business Sault Ste. Marie is working to ensure local companies are able to capitalize on the program.

Deep Water Port Project

Business Sault Ste. Marie continued to support this key community infrastructure project in 2013. Throughout the year, the division assisted with funding applications to senior levels of government. The importance of this initiative can't be overstated. Expanding the harbour facilities at Essar Steel Algoma for public use will allow local firms to grow, by making it more cost-effective to import and export goods to and from Sault Ste. Marie. The benefits of harbour expansion have the potential to generate **$600 million** in economy activity and **$300 million** in value-added gross domestic product. As well, job opportunities from the construction and operation of the port, along with possible staffing increases to local companies, could create between **600 and 1,800 full-time positions**.

Film and Television Production Support

When a film or television production comes to town, Business Sault Ste. Marie assists the visiting crew in coordinating with the Municipality

During one of the first Cabinet meetings of the Honourable Kathleen Wynn's Government, the Premier speaks with SSMEDC CEO Tom Dodds and others about the future of Ontario's lottery and gaming industry.



In 2013, Business Sault Ste. Marie assisted 32 small business clients with their startup or expansion plans. This led to a total community investment of about $13.1 million and created or retained 279 jobs.

Moving forward, these efforts, along with joint activity from other organizations in the public, private and non-profit sectors, will be essential in helping to sustain and grow the city's population levels in the future.



Members of the Ontario Cabinet came to Sault Ste. Marie in 2013 to meet with community groups, including the SSMEDC, to discuss various key projects, such as Waterfront Redevelopment.

with matters such as policing requirements, street closures and permits. In 2013, the division helped with the production of a number of feature films, including Masked Saint, Midnight Sun and If You See Her. These three movie shoots had a total local spend of approximately **$6 million**.

Physician Recruitment Support

To help attract inward investment and wealth, while also increasing the quality of life for all citizens, Business Sault Ste. Marie is actively involved in the community's Physician Recruitment efforts. When a prospective doctor visits the city, the division provides area tours and other information. The goal is to promote the many benefits that make the Sault a great place to live and work. In 2013, **20 city tours** were provided to visiting physicians, several of whom made subsequent commitments to practice medicine in Sault Ste. Marie.

Waterfront/Downtown Redevelopment Project

Throughout 2013, Business Sault Ste. Marie worked with **Riversedge/ Blueforest Ventures**, the owners of the former St. Marys Paper property, along with the **TVM Group**, which acquired the old Sault Area Hospital site. Both companies are engaged in major waterfront redevelopment projects that have real potential to change the landscape of the Sault's downtown. Coupled with opportunities on nearby properties — one vacant, the other housing OLG Casino Sault Ste. Marie – the prospects for positive change in the area are even higher.

"The SSMEDC has been vital in the startup of our business. We really appreciate their assistance."

- Dr. Jason Bradford, Co-Owner, Northern Integrated Chiropractic & Physiotherapy

Hosted by the SSMEDC, Naturallia 2013 was a global business matchmaking event that attracted participants from seven countries.



Tourism

ROLE

Tourism Sault Ste. Marie works to increase visitor levels to the community by:

- Developing tourism-related products and delivering annual marketing activities that promote Sault Ste. Marie as a four-season tourist destination;
- Promoting and selling vacation packages;
- Taking the lead on bidding for and supporting sports tournaments, conferences and conventions that provide significant economic impacts on the community; and
- Support tourism and recreational infrastructure development.

PROGRAMS, SERVICES AND PROJECTS

To carry out its mandate of attracting visitors, and helping to keep them here for longer periods of time, Tourism Sault Ste. Marie delivers a number of programs, services and projects. For 2013, key activity included:

Meetings, Conventions and Sports Tournaments

To attract visitors to the community, Tourism Sault Ste. Marie bids on and/or supports **major events**, including meetings, conventions and sports tournaments. In 2013, the division worked with community groups to attract or host a variety of events, which led to **10,175 visitor days**, **$1.64 million in direct visitor spending**, and millions of dollars more in indirect spending and spin-off activity. With Tourism Sault Ste. Marie support, events held in the community in 2013 include:

- Telus Cup National Midget AAA Championships;
- North East Ontario Mines and Minerals Symposium;
- Ontario Basketball Association Provincial Championships;
- Crime Stoppers Conference;
- Bantam AA Provincial Hockey Championships;
- Ontario Professional Fire Fighters Convention;
- Naturallia 2013 Global Business Matchmaking Forum;
- Ontario Student Nurses Conference;
- OFSSA Basketball Championships; and
- NOTO's Northern Ontario Tourism Conference.

Meanwhile, in 2013 a past event bid on by Tourism Sault Ste. Marie, in partnership with the City's Community Services Department, was nominated for Event of the Year by the Canadian Sport Tourism Alliance. The **2012 CARHA Hockey World Cup** attracted more than

RESULTS

In 2013, through its programs, services and projects, Tourism Sault Ste. Marie activity helped lead to:

- Visitors Days 18,918
- Visitor Spending $2.73 million direct with millions more indirect



Members of the Soo North Stars at the opening ceremonies of the 2013 Telus Cup Championships, an event that attracted several hundred visitors to Sault Ste. Marie. Photo courtesy of Phil McCallum/Hockey Canada Images.

2,300 visitors from around the world, which left an economic impact of **$13.3 million**.

Also in 2013, Tourism Sault Ste. Marie helped secure a number of events for the following year, including the:

- Ontario Scotties Tournament of Hearts;
- U-12 Provincial Ringette Championships;
- Federation of Northern Ontario Municipalities Conference;
- Ontario Hockey Federation Atom AA Championships;
- Meeting of the Air Force Association of Canada;
- Grand Slam of Curling
- Ontario Chamber of Commerce Annual General Meeting;
- Canadian Colleges Athletics Association (CCAA) National Curling Championships; and
- Energy Opportunities Conference.

"Our partnership with Tourism Sault Ste. Marie and the Economic Development Corporation has helped us go after some major curling events. Our collaborative effort has been a recipe for success, and we look forward to continuing our partnership for years to come."

Eric Kirby, Board Member, Soo Curlers Association, Host of the 2014 Ontario Scotties Tournament of Hearts

Vacation Packages

Tourism Sault Ste. Marie markets the area's visitor attractions and promotes/sells vacation packages around them. By combining area attractions with accommodation options, travellers get a more-valued purchase. The core components of the Vacation Packages program are the Agawa Canyon Train Tour, along with cross-country and downhill skiing at Searchmont Resort. In recent years, additional options have been added, including heritage and culture, golf and gaming, and spa and dining.

BRIGHT FUTURE FOR LOCAL TOURISM SECTOR?

Over the past few years, the private sector has invested heavily in the accommodations sector in Sault Ste. Marie. Approximately $32 million was spent on the construction of two brand new hotels, and major renovations took place at several others.

Why has there been such a large amount of resources invested in the local accommodations sector as of late? The influx is indicative of a future of promise and opportunity. Many of the factors that caused a downward trend in the local tourism industry about five years ago – namely, a slumping U.S. economy and passport concerns – are slowly fading away.

Meanwhile, Tourism Sault Ste. Marie is working with its industry partners to generate new products, including Destination

In 2013, Tourism Sault Ste. Marie sold **4,089 vacation packages** online and through accommodation partners. This activity led to **8,743 visitor days**, **$1.09 million in direct visitor spending** and millions of dollars in additional indirect economic activity. Most of these sales were made on Tourism Sault Ste. Marie's **online reservation system**. Established in 2011, the web-based booking software, available at **www.saulttourism.com**, is the first of its kind in Northern Ontario. Strong booking numbers materialized in 2013, which saw a 15% increase over the previous year until a rail bridge washout temporarily cancelled the Agawa Canyon Train Tour in September.

In 2013, Tourism Sault Ste. Marie, working with local attraction and accommodation partners, developed a number of new and unique vacation packages. For instance, to cater to different types of travellers, a fly-fishing adventure option was added to the online reservation system. Also, when concerts and other major entertainment events are booked at the Essar Centre, vacation packages are now offered around the live shows.

"Tourism Sault Ste. Marie and the Economic Development Corporation have been a solid partner of Searchmont Resort for many years. They've supported us on a number of successful projects, and we look forward to continuing to work with them in the future."

David Hornstein, Board Member, Searchmont Ski Association

Agawa Canyon Train Tour Revitalization Project

Tourism Sault Ste. Marie's involvement in the Agawa Canyon Tour Train Revitalization Project, which was successful at securing an $11-million upgrade to the attraction several years back, continued to pay dividends in 2013. Though a bridge washout in September shut down the ride for two weeks, the season ended positively with an increase of nearly 1,500 riders in October over the previous year.



Members of the bid committee for the 2014 Ontario Scotties Tournament of Hearts, which included representatives from the Soo Curlers Association and Tourism Sault Ste. Marie.

North and a cycling route along the North Shore of Lake Huron, while also focusing on its core functions of attracting major events and selling vacation packages. Though there are some concerns moving forward, including the cancellation of the Agawa Canyon Snow Train and questions surrounding the viability of CN's Algoma Central Railway passenger service between Sault Ste. Marie and Hearst, the future of local tourism looks bright.



Searchmont Resort, the Sault area's No. 1 winter travel generator.

Though 2013 began on a somewhat promising note for the Agawa Canyon Train Tour, the owner of the attraction, CN Rail, announced late in the year that it was terminating its Snow Train excursion in the winter. The impact of this cancellation on the local tourism industry is significant. Tourism Sault Ste. Marie is working – and will continue to work – with affected stakeholders and other partners to find solutions that might re-start the Snow Train in the coming winter seasons.

Product Development

To attract different kinds of visitors, and to help influence travellers to stay in Sault Ste. Marie for longer periods of time, Tourism Sault Ste. Marie is always looking to establish new types of attractions. In 2013, the following tourist products were under development:

Destination North

Tourism Sault Ste. Marie is working with Riversedge/Blueforest Ventures, the new owners of the St. Marys Paper site, on the visitor-related portion of the waterfront redevelopment project. Called Destination North, the yet-to-be finalized attraction is slated to have a number of components, including an **Entomica**, where visitors can discover the fascinating and often-misunderstood world of insects through live interactive exhibits, along with a regional **Food Market**, which will showcase area foods, clothing and artisanal products. Though the project will certainly cater to local residents, it will also help attract visitors to the community, which is why Tourism Sault Ste. Marie is supporting this initiative.

Group of Seven

Tourism Sault Ste. Marie is also working to develop new product offerings that centre around the iconic Group of Seven artists. The painters gained international fame by capturing the rugged Canadian landscape in the 1920s and 1930s. Much of their work focused on Northern Ontario, particularly in the Sault Ste. Marie area. As a result, there's considerable opportunity to capitalize on the renowned Group of Seven brand by

The former St. Marys Paper site, future home of Destination North.



HERITAGE DISCOVERY CENTRE ADDS TO THE SAULT'S TOURIST ATTRACTION TOOL BELT

The local tourism and culture sector got a boost when construction of a Heritage Discovery Centre began in 2013. The $4-million facility, located at the Ermatinger-Clergue National Historic Site, essentially converts the location into a year-round attraction. The centre will feature a number of components, including a new exhibition gallery, multimedia theatre and a War of 1812 gallery. Funding for the project came from the Federal Government's Canada Cultural Spaces Fund, the Northern Ontario Heritage Fund Corporation and the City of Sault Ste. Marie.

While helping to attract visitors to Sault Ste. Marie, the complex will also provide leisure and learning opportunities for local residents. Meanwhile, when combined with other visitor

working with the private sector to develop two and three-day packages around the history of the artists. Product ideas now being considered include a **driving tour** to Group of Seven locations, which would require infrastructure such roads and perhaps an information centre close to the sites; **guided canoe and camping tours** involving small groups of tourists; and **Agawa Canyon Train Tour linkages**, which may involve a new coach dedicated to passengers interested in the famed Canadian artists.

North Shore Cycling Route

Another tourism project currently in the planning stages involves establishing a cycling route between Sault Ste. Marie and Sudbury along the North Shore of Lake Huron. Though still in the early planning stages, this initiative, if realized, would attract additional visitors – specifically, sport and **cycling tourists** – to the city and region from around the world.

Searchmont Retention

The largest ski hill in the midwest, Searchmont Resort provides a number of benefits to the community. For starters, it offers a fun and health activity for area residents. The resort also attracts between 17,000 and 21,000 skiers and snowboarders each year, with a significant number coming from out of town -- mostly from Sudbury/North Shore and Michigan -- which provides a significant economic benefit to the community. As well, it employs about 130 people and has an operating budget of about $1.4 million, almost all of which is spent in the Sault Ste. Marie region.

Put simply, as the No. 1 winter travel generator for the region, the importance of the attraction can't be overstated. Given its significance, Tourism Sault Ste. Marie works to promote and support Searchmont Resort. In 2013, the division helped the resort secure a $50,000 investment from the **Ontario Trillium Foundation**. The funds were used for a marketing initiative that targeted a number of segments, including youth.

Also in 2013, Tourism Sault Ste. Marie helped the resort secure a $100,000 loan guarantee from the City's **Economic Development Fund**. The



Ian McMillan, Executive Director of Tourism Sault Ste. Marie, delivers a workshop to assist local agencies in securing and hosting events.

attractions, including the Agawa Canyon Train Tour and Searchmont Resort, along with major events made possible thanks to the state-of-the-art Essar Centre, the Heritage Discovery Centre will boost the overall tourism sector in the community.

The Queen Street East attraction provides another reason for visitors to come to Sault Ste. Marie and maybe stay here a little longer once they arrive. Simply put, the centre is another tool in the community's visitor marketing tool belt.



A conceptual drawing of the Heritage Discovery Centre.

money, used as collateral, enables the hill to access a line of credit from its financial institution, which allows staff to get the attraction in operating condition. The Municipality, through a loan guarantee, has supported Searchmont for a number of years. However, it should be noted that the EDF collateral has never been spent, as revenues from the ski and snowboard season allow the resort to repay its line of credit season-after-season.

Awards & Accolades

Tourism Sault Ste. Marie was a finalist for a 2013 **Ontario Tourism Award** for "Best Advertising Campaign" for its summer/fall Agawa Canyon Train Tour package. As a key tool in helping to attract visitors, the division prides itself on its first-rate marketing and promotional items. Tourism Sault Ste. Marie has received numerous awards in the past several years for such efforts.

"The Sault Ringette club has worked with Tourism Sault Ste. Marie on two major events – first the 2008 World Club Ringette Championships and, more recently, the 2014 U12 Provincial Ringette Championships. They assisted us with our bid package and budget planning. Everything was put together very professionally, and we were successful in our bids and with applying for grant money to help host the events. With Tourism Sault Ste. Marie there to help, any organization can host a championship or event in our community."

Debbie-Jo Linklater, Chair, 2014 U-12 Provincial Ringette Championships

Tourism SSM Awards

Also in 2013, Tourism Sault Ste. Marie hosted its 11th annual Tourism Awards. Involving the division's partners in accommodations, attractions and other related businesses that cater to visitors, the event honours the industry's best and brightest. The 2013 winners were:

- Award of Excellence: Bruce LaFleur
- Business of the Year: Sault Ste. Marie KOA Campground
- Customer Service Award: Debbie Whalen from Quality Inn Bay Front
- Tourism Ambassador Award: Algoma 1812 Volunteers
- Tourism Sault Ste. Marie Student Hospitality Award: Conner Rothenberger

The 2013 Tourism SSM Award winners.



Page 271 of 402

Corporate

ROLE

Support the Sault Ste. Marie Economic Development Corporation as a whole, including finance, information technology, freedom of information and protection of privacy, human resources, and communications. The division also provides administration for the SSMEDC Board of Directors and Committees, City Council's Economic Development Fund, and Destiny Sault Ste. Marie.



Don Mitchell, President and Board Chair of the SSMEDC, speaks at a funding announcement on the community's digital gaming sector.

FUNCTIONS

Most of Corporate Services' activity relates to the day-to-day operations of the SSMEDC. The division supports the Corporation as a whole. While most of its activity takes place behind the scenes, and is thus difficult to quantify or report on, Corporate Services also engaged in the following high-level functions in 2013:

Human Resources

Corporate Services completed a **Human Resources Review** of the SSMEDC in 2013. Designed to increase staffing efficiencies and ensure staff are working cohesively towards the goals and objectives of the Corporation's Strategic Plan, findings from the review will be implemented throughout 2014 and beyond.

Also in 2013, Corporate Services coordinated the **staff move** to the first level of the Civic Centre. In previous years, the SSMEDC was split between the first and third level. With the entire team now in a single location, efficiencies have been further increased.

Finance

Corporate Services administers the annual SSMEDC budget. The division uses best practices and internal controls to ensure accountability and due diligence. In 2013, the division processed more than **5,600 financial transactions** – everything from daily operating expenses, to the administration of Destiny Sault Ste. Marie, to online reservations made on Tourism Sault Ste. Marie's vacation booking portal.

Corporate Services also provided due diligence on several applications for the City's 2013 **Economic Development Fund**, including:

- Small Business Incubator ($190,000 over three years);
- Digital Gaming Platform ($150,000);
- Searchmont Resort Financial Guarantee ($100,000); and
- Naturallia 2013 ($25,000).

As well, Corporate Services worked with Searchmont Resort to help secure a $50,000 investment from the Ontario Trillium Foundation. The funds were used by the resort to undertake a successful marketing initiative.

Communications

SSMEDC communications promote the Corporation's services to current and aspiring entrepreneurs who may want to start or expand a business. As well, nationally and internationally, communications activity markets Sault Ste. Marie's competitive advantages, thereby helping to attract external companies and investment to the community. Ultimately, SSMEDC communications supports the Corporation's goal of creating and retaining jobs, generating wealth and increasing the Municipal tax base.

In 2013, the SSMEDC produced and released a number of communications materials, including:

- Six bi-monthly newsletters, **The Pulse**, which is sent digitally to approximately 2,800 recipients around the world;



The SSMEDC newsletter, The Pulse, was redesigned in 2013.

- **25 press releases** and media advisories, all of which generated press coverage; and
- Posted **63 news stories** on the SSMEDC website, **www.sault-canada.com**, while also updating and maintaining the site.

The SSMEDC also entered the social media realm by developing a **Twitter** page in 2013. With considerable daily activity, the **@SaultEDC** page has grown to nearly 500 followers. As well, the Corporation hosted a **Public Information Session**, which gave citizens an opportunity to learn about and discuss SSMEDC activity.

The SSMEDC also aided in the planning and hosting of **Naturallia 2013** with a number of functions, including marketing and communications. With a solid promotional plan, the international business-to-business matchmaking conference attracted more than 150 delegates from seven countries.

Information Technology

In 2013, along with its day-to-day function of supporting the SSMEDC with its information technology requirements, Corporate Services engaged in a number of large-scale IT projects. For instance, the division aided in the development and publication of a new marketing website, **www.saultlotteryandgaming.com**, which is designed to attract private sector industry operators to the community.

Also in 2013, Corporate Services, in partnership with the Sault Ste. Marie Chamber of Commerce, released its annual **Business Directory**. The publication, which lists virtually every business in the community, is available in both hard copy and digital form. The document provides current information on employers and the sectors they operate in, making it particularly useful when external companies are looking for a place to locate to and they want current information on the capabilities of local businesses.



A delegate from Columbia is recognized at the opening ceremonies for Naturallia 2013.

As well, Corporate Services began to develop an **Online Office** in 2013. When complete, the web-based portal will be a one-stop-shop for pretty well all internal reports, including expense forms and HR-related documents. Essentially, the Online Office will increase operational efficiencies at the SSMEDC and, since it's being designed and programmed in-house, the cost to develop the portal is minimal.

Finally, in 2013, SSMEDC staff completed **web accessibility training** in order to make the Corporation's website easier to navigate for people with disabilities. Such changes are required based on recently-enacted Provincial legislation.

FINANCIALS

SUMMARIZED BALANCE SHEET		December 31, 2013
WHAT WE OWN	Cash and Investments	$805,495
	Receivables	338,436
	Current Portion of Notes Receivable	268,064
	Notes Receivable	133,187
	Prepaid Expenses	34,645
	Capital Assets (net)	3,420,051
		$4,999,878
WHAT WE OWE	Payables	374,209
	Deferred Revenue	223,211
	Current Portion of Long Term Debt	268,064
	Long Term Debt	133,187
	Deferred Capital Contributions	2,715,532
		$3,714,203
WHAT IS LEFT	Restricted for Special Projects	516,562
	Balance	769,113
		$1,285,675
		$4,999,878
SUMMARIZED STATEMENT OF OPERATIONS		**December 31, 2013**
WHERE THE MONEY CAME FROM	City of Sault Ste. Marie	$1,618,967
	Government of Canada	69,699
	Province of Ontario	1,061,215
	Interest	41,601
	Partnership Contributions	103,418
	Advertising	54,517
	Destination Marketing	23,119
	Other (See Schedule 1)	470,628
	Amortization of Deferred Contributions Related to Captial Assets	550,916
		$3,994,080
WHAT THE MONEY WAS SPENT ON	Salaries and Benefits	1,561,369
	Development	714,618
	External Promotion and Marketing	380,686
	Advertising and Internal Servicing	355,025
	Networks and Subscriptions	33,083
	Administration (See Schedule 1)	150,219
	Professional Fees	26,648
	Interest on Long-Term Debt	44,335
	Amortization of Capital Assets	565,651
		$3,831,634
	Net Revenue	**$162,446**

SCHEDULE 1: ADDENDUM TO SUMMARIZED STATEMENT OF OPERATIONS		
OTHER REVENUE COMPRISED OF:		
	Lease	$423,313
	Miscellaneous	27,548
	ACR Train Operations	12,651
	Meridian Administration	6,430
	Registrations	686
		$470,628
ADMINISTRATION EXPENSE COMPRISED OF:		
	Telecommunications	$44,358
	Insurance	26,183
	Postage/Courier	14,076
	Office Supplies	13,260
	Photocopying	6,712
	Board/Executive Committee	6,620
	Storage Fees	3,742
	Meetings	3,313
	Professional Development/Training	13,878
	Payroll Service	3,564
	Bank Charges	6,192
	Miscellaneous Expenses	1,004
	Equipment/Furniture Purchases	3,751
	Equipment Maintenance/Upgrades	2,194
	Bad Debts	1,372
		$150,219

Audited Financial Statements are available upon request from the CEO's office.

SUPPORTERS

Algoma University

Business Development Bank of Canada

Business Sault Ste. Marie Partners

Canada-Ontario Business Service Centre

Canadian National (CN) Railway

Community Development Corporation of Sault Ste. Marie & Area

Corporation of the City of Sault Ste. Marie

Destiny Sault Ste. Marie

Flakeboard Company Ltd.

FedNor - Industry Canada

Northern Ontario Heritage Fund Corporation

Ontario Ministry of Economic Development, Trade and Employment

Ontario Ministry of Northern Development and Mines

Ontario Ministry of Tourism

Ontario Ministry of Transportation

Ontario Tourism Marketing Partnership

Private Sector Proponents

RBC Royal Bank

Sault College

Sault Ste. Marie Chamber of Commerce

Sault Ste. Marie Innovation Centre

Service Canada

Sutherland Global Services

Tourism Northern Ontario

Tourism Sault Ste. Marie Partners

Our Team

BOARD OF DIRECTORS

Executive



Don Mitchell
President



Robert Reid
Vice President



Greg Punch
Past President



Lori Naccarato-Sarlo
Treasurer



Donna Hilsinger
Secretary

Directors



Armand Capisciolto



Christiane Husemann



Albert Giommi



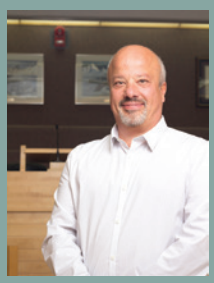
Geoff Meakin



Michael Moore



Gregory A. Peres



Dennis Tatasciore



Coun. Brian Watkins



Mayor Debbie Amaroso
Ex Officio

Liaison Members



Dr. Ron Common
Sault College



Dr. Richard Myers
Algoma University



Hal McGonigal
Community Development Corporation



Kevin Wyer
Tourism Sault Ste. Marie Management Committee

STAFF



Tom Dodds
Chief Executive Officer



Lindsey Ackland
Executive Assistant, Tourism Sault Ste. Marie



Angela Bruni
Assistant to the CEO



Marc Capancioni
Communications Coordinator



Matthew DiFlumeri
Information and Technology



John Febbraro
Director, Industrial Marketing



Stephen Hollingshead
Coordinator, Special Projects & Sports Tourism



Daniel Hollingsworth
Director, Strategic Initiatives



Jennifer King-Callon
Coordinator, Meetings & Conventions



Debbie LaFleur
Manager, Corporate Services



Tara Lucarelli-Cavaliere
Tourism Partnership Coordinator



Karen Madigan
Controller



Kaila Maeumbaed
Reception



Ian McMillan
Executive Director, Tourism Sault Ste. Marie



Andrew Ross
General Manager, Enterprise Services



Kendall Scott
Youth Business Development Coordinator



Randy Tallon
Director, International Relations & Global Logistics



Margaret VanLandeghem
Accounting Clerk



Zoltan Virag
Business Development Advisor

Summer Students

Jessica Aceti

Rachel Iacoe

Jenna Marsh

Sault Ste. Marie
ECONOMIC
DEVELOPMENT
CORPORATION

99 Foster Drive
Sault Ste. Marie, ON
Canada P6A 5X6
705-759-5432
866-558-5144
info@ssmedc.ca
www.sault-canada.com



com
The Sault Star


from the Group He
Call in today to l
705-759
SAULT OPTOM

MUNICIPAL ELECTIONS: Says he can't afford to run for office

Sault man says fee unconstitutional

ELAINE DELLA-MATTIA
The Sault Star

A Sault Ste. Marie man on disability is taking on the Attorney General and the city with a legal action protesting that the nomination fee required to run in the municipal election is breaching the Canadian Charter of Rights and Freedoms.

The application is returnable in the Superior Court of Justice on Thursday, but is likely to be adjourned until early September.

Christopher Newman, also known as Christopher Bonin, says he wants to run in the October municipal elections for a councillor position, but can't afford the $100 nomination filing fee required under the Municipal Elections Act.

Newman, a paralegal, is currently "not gainfully self-employed" and is on limited funds through the Ontario Disability Support Program.

He argues the fees infringe upon his right to run in the municipal election under the Canadian Charter of Rights and Freedoms and he has served notice to the Attorney General's office of Ontario and the City of Sault Ste. Marie municipal clerk Malcolm White.

He wants the courts to grant an interlocutory injunction or mandatory order that the municipal clerk is not to require payment of the nomination fee, as stated in the Municipal Elections Act.

Newman, in a telephone interview, said he also wants the courts to state that the fees are unconstitutional or have the provincial government alter the legislation to ensure that everyone has a fair chance to run for public office.

Currently, the Ontario Municipal Elections Act does not give city clerks any discretionary authority to waive the required fees to file nomination papers.

Newman concedes in the application documents filed with the courts that the municipal clerk has no discretion under the Municipal Elections Act to accommodate the needs of persons with disabilities in accordance with the Human Rights Code or the Accessibility for Ontarians with Disabilities Act.

At issue, Newman says, is the Canadian Charter of Rights and Freedoms.

"The Canadian Charter of Rights and Freedoms prohibits discrimination, both direct and constructive discrimination, on the basis of the enumerated ground of disability and the analogous ground of receipt of social assistance," the application filed with the courts reads.

See **ELECTION** | Page A2

ENTERTAINMENT: There's been a loss of numerous summer activities



OL

Ca
wo
sig
ag

Sau
worke
wante
signin
gainin
amalg
union
"Th
that h
collec
right
Danil
servic
told Tl
took a
comm
in a tir
Dar
negot
and da
electe
ing co
an acc
Aft
OLG,

ELECTION

Decision could have sweeping implications

Continued from A1

Newman argues that he meets all the other requirements under the act – he's over the age of 18, a Canadian citizen and resides in the municipality.

It's expected that the application will be vigorously opposed by the Attorney General's office.

A court decision that renders the clause requiring nomination deposits in Municipal Elections Act unconstitutional could have sweeping implications to the nomination process across Ontario.

"It could have implications beyond the City of Sault Ste. Marie because the process is outlined in the Ontario Municipal Elections Act, said lawyer Gus Palombi, who is representing White. "But we still don't know the basis of the claim. There is no affidavit filed and if this is a constitutional issue then the application has to frame the question and send it to the Attorney General's office and to my knowledge, that hasn't been done."

Palombi said the city clerk is only following the existing legislation and he has no discretionary powers to waive the required fees.

Nomination fees are $100 to run for councillor or school board trustee and $200 for mayor.

Newman said the deposits are returned if the candidate receives 2% of the vote, something he believes is achievable in most cases.

"They're there mostly for good faith. Last election all the candidates for council got it back," he said.

While Newman says he attempts to maintain self-employment part-time, that coupled with his monthly disability cheque, still leaves him with insufficient assets and insufficient income to provide the nomination fee without serious financial hardship and material consequences, the application states.

www.saultstar.com

DO YOU SUFFER FROM CHRONIC FOOT PAIN?

August 5, 2014

Mayor Amaroso & City Council,

I had tabled a resolution at our last meeting to expend $60,000 to treat the Emerald Ash Trees on Queen St. I was challenged to determine from which account the money would be accessed. We have spent about $75,000 since 2010 to preserve the trees. Some have flourished, some need attention and others are in dire straits. Our two options would appear to be to either spend $60,000 every two years into the foreseeable future or not to expend any money and allow the trees to die off rather quickly. Neither of the two choices are particularly attractive. Dialogue with Mr. Fratesi, Mr. Girardi and Mr. J. Meating of BioForest have resulted in a more constructive solution.

To immediately cease treatment of the trees will lead to rather immediate death and consequent cost of removal and replacement. To treat trees for an indefinite period may provide temporary relief but the inevitable death of the trees will be imminent and cost prohibitive.

Mr. J. Meating of BioForest has been most accommodating and has agreed to treat all trees on Queen St. and Bellevue Park for $20,000 for this calendar year.

This would allow Council and staff a time frame to determine the best plan of action considering the following:

1. Treat the trees indefinitely while determining their expected life span.
2. Discontinue treatment of trees after one year and replace Ash Trees on an ongoing basis with a more resilient and diversified species.
3. Approximate cost of removal and replacement of trees over an estimated time frame.
4. Consult with appropriate Staff, Council, Downtown Association, BioForest, Great Lakes Forestry Centre and any other interested parties.

Respectively submitted,



Steve Butland

City powerless to stop ash borer devastation

Focus is on replacement as 90% of ash trees expected to die by 2017

HENRY STANCU
STAFF REPORTER

Battling the beetle to save the ash tree could be a lost cause.

Toronto will focus on replacing the city's 860,000 ash trees with other species rather than fighting the emerald borer.

"Ash trees would have leafed out in the last two weeks, so the damage is now becoming apparent. The trees that are dying are quite obvious," said Beth McEwen, the city's manager of urban forest renewal.

The bug stowed away burrowed in wood pallets and other cargo from Asia in the late 1990s, making its disastrous debut in Detroit in 2002. By now, its progeny have stretched from Tennessee to Ottawa and New York and western Quebec to Sault Ste. Marie. In the U.S., as many as 60 million trees in 15 states have been decimated.

In a recent issue of *Time* magazine, Michigan State University entomologist Deb McCullough called it: "The most destructive forest insect ever to invade North America."

By the end of this year, the infestation is expected to surpass the devastation of Dutch elm disease in the 1960s. Ironically, some cities replaced their dead elms exclusively with ash trees.

The bluish-green insect is currently in its peak cycle as borer larvae have begun eating serpentine paths beneath the bark, cutting off water and nutrients to the tree in a slow death that can take a decade.

In Canada, the first signs of infestation appeared in Windsor in 2003 and it's been a couple of years since ash trees have made shade or swayed in the wind there.



Healthy ash trees slated for treatment are marked with a metal tag.

> *At this point the prognosis is not very good*
>
> **BETH MCEWEN**, MANAGER OF URBAN FOREST RENEWAL

Ash borer beetles were first discovered in Toronto in 2007 near Pearson airport in Mississauga and near the junction of highways 401 and 404 in North York. They have spread outward from there.

Toronto's urban forest experts are looking to spend $1.2 million for this year's control program. The city has about 82,000 ash trees in public lands and parks.

"The plan we have put forward is that we would replace every tree we remove and we will protect a small number using injections of TreeAzin," said McEwen. "Eighty to 95 per cent of the trees are projected to die between 2015 and 2017, and from the point of infestation all of the trees will die somewhere between 10 and 12 years."

TreeAzin, a pesticide, is injected into a healthy tree's trunk to inhibit larval growth and affect adult fertility. It can't save an infected tree.

Forestry experts have identified 200 Toronto sites where attempts will be made to save trees with the pesticide. Trees marked for treatment have been tagged.

A single dose cost the city $140 last year. About 450 trees have been injected in the past three years and the cost this year is about $40,000.

Homeowners must pay for treatment or tree removal and replacement on their property.

Several U.S. states are releasing 150,000 stingless wasps bred locally but derived from Chinese forests where they prey on eggs and larvae.

Toronto will monitor the results of the introduction of natural predators and examine studies of cross-breeding ash trees, but there are no plans to invest in those methods.

"There are other things that provide very low levels of control, but it's just not enough," said McEwen.

"At this point the prognosis is not very good because those factors are pretty limited in what they can do to help us at this stage. Woodpeckers are busy eating the beetles, but it's too late. The trees are already dead by that point."

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-163

SUBDIVISION CONTROL: (PR7.1) A by-law to deem not registered for purposes of subdivision control certain lots in the Bayview Subdivision, pursuant to section 50(4) of the *Planning Act*.

WHEREAS section 50(4) of the *Planning Act* authorizes the Council of a municipality to designate by a by-law any plan of subdivision or part thereof that has been registered for 8 years or more as not being a plan of subdivision for subdivision control purposes; and

WHEREAS a plan of the Bayview Subdivision was registered in the Registry Division on July 25, 1903 as Plan 2872; and

WHEREAS it is deemed expedient that a by-law be enacted pursuant to the said section 50(4) to designate part of the Bayview Subdivision as being not a registered plan of subdivision;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 50(4) of the *Planning Act*, R.S.O. 1990, Chapter P.13 and amendments thereto, **ENACTS** as follows:

1. **PART OF BAYVIEW SUBDIVISION DEEMED NOT REGISTERED**

Lots 13 to 16 Block 18 Plan 2872 Korah; and Part Lane Block 18 Plan 2872 Korah being Parts 3 and 4 on 1R4870, Bayview Subdivision, registered in the Land Titles Division for the District of Algoma are hereby designated to be part of a plan of subdivision which shall be deemed not to be a registered plan of subdivision pursuant to section 50(4) of the *Planning Act.* The said lots together are hereby designated an area of subdivision control.

2. **EXECUTION OF DOCUMENTS**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day that this by-law is registered in the Land Titles system pursuant to section 50(28) of the *Planning Act*.

PASSED in open Council this 11th day of August, 2014.

_____

MAYOR – DEBBIE AMAROSO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\BYLAWS\2014\2014-163 SUB CONTROL BAYVIEW SUB DEEMING BY-LAW.DOC

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-164

SUBDIVISION CONTROL: (PR7.1) A by-law to deem not registered for purposes of subdivision control certain lots in the Hamilton Subdivision, pursuant to section 50(4) of the *Planning Act*.

WHEREAS section 50(4) of the *Planning Act* authorizes the Council of a municipality to designate by a by-law any plan of subdivision or part thereof that has been registered for 8 years or more as not being a plan of subdivision for subdivision control purposes; and

WHEREAS a plan of the Hamilton Subdivision was registered in the Land Titles Division on April 6, 1889 as Plan M58; and

WHEREAS it is deemed expedient that a by-law be enacted pursuant to the said section 50(4) to designate part of the Hamilton Subdivision as being not a registered plan of subdivision;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 50(4) of the *Planning Act*, R.S.O. 1990, Chapter P.13 and amendments thereto, **ENACTS** as follows:

1. **PART OF HAMILTON SUBDIVISION DEEMED NOT REGISTERED**

Lots 386, 387, 388 and 389, Plan M58, Hamilton Subdivision, registered in the Land Registry system for the District of Algoma are hereby designated to be part of a plan of subdivision which shall be deemed not to be a registered plan of subdivision pursuant to section 50(4) of the *Planning Act.* The said lots together are hereby designated an area of subdivision control.

2. **EXECUTION OF DOCUMENTS**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day that this by-law is registered in the Land Registry system pursuant to section 50(28) of the *Planning Act*.

PASSED in open Council this 11th day of August, 2014.

_____

MAYOR – DEBBIE AMAROSO

_____

DEPUTY CITY CLERK – RACHEL TYCZINSKI

cf LEGAL\STAFF\BYLAWS\2014\2014-164 HAMILTON SUB DEEMING BY-LAW.DOC

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

BY-LAW 2014-165

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 205 to the Official Plan for the City of Sault Ste. Marie (Ficociello - 163 Old Garden River Road).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 21 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. The Council hereby adopts Amendment No. 205 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.

2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 11th day of August, 2014.

MAYOR - DEBBIE AMAROSO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Staff/Legal/Zoning/2014/2014-166 Ficociello/OP By-law cf

AMENDMENT NO. 205
TO THE
SAULT STE. MARIE OFFICIAL PLAN

PURPOSE:

This Amendment is an amendment to the text of the Official Plan.

LOCATION:

SEC 29 S/E PT PCL 3279 AWS, having Civic # 163 Old Garden River Road, located on the north east corner of Old Garden River Road and Second Line East.

BASIS:

This Amendment is necessary in view of the request to rezone the subject property to permit the lands to be utilized for commercial purposes.

The proposal does not conform to the existing Residential policies as they relate to the subject property.

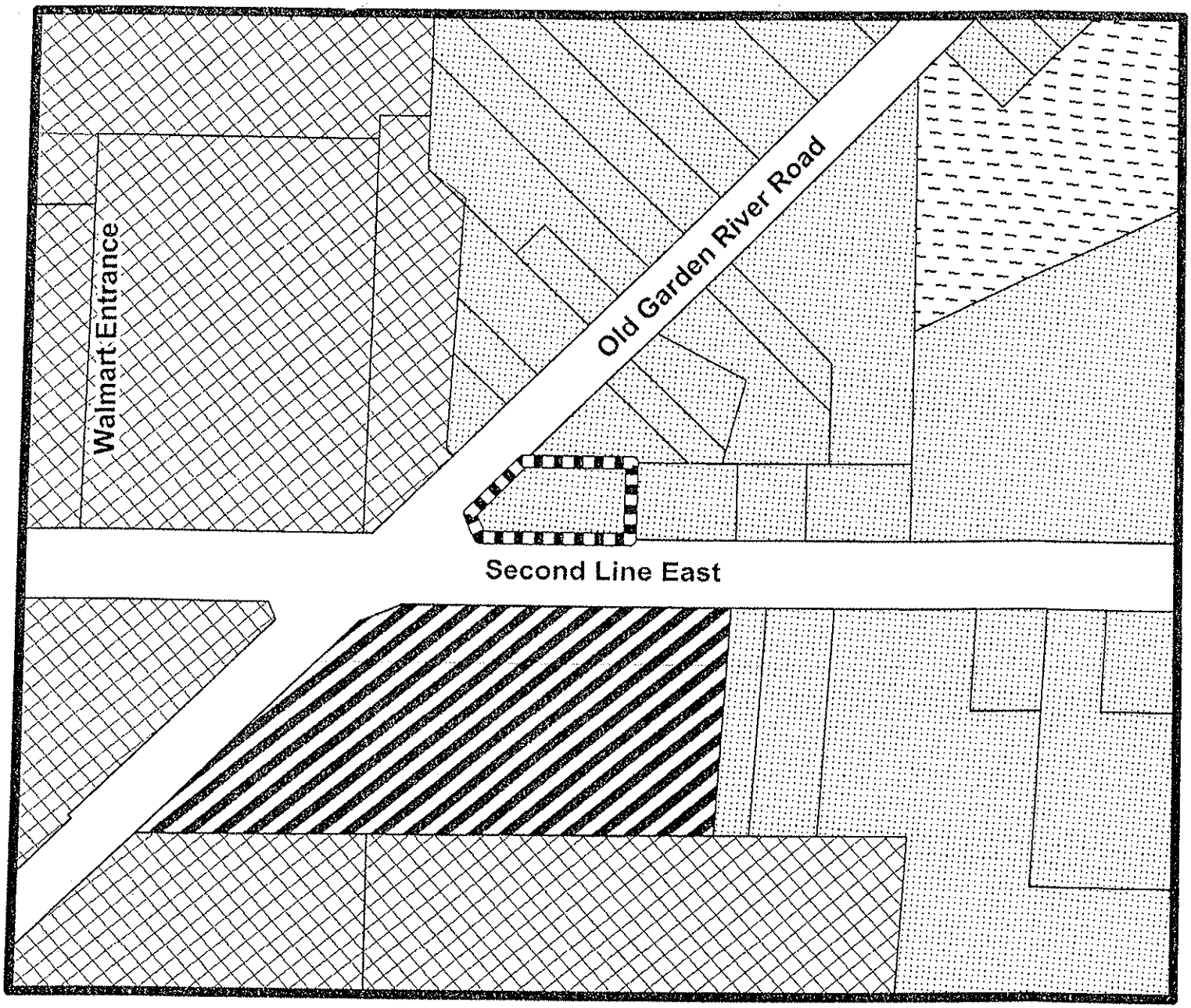
Council now considers it desirable to amend the Official Plan re-designating the subject property from "Residential" to "Commercial".

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO:

Schedule 'C' to the Sault Ste. Marie Official Plan is hereby amended re-designating the property described as SEC 29 S/E PT PCL 3279 AWS, having Civic # 163 Old Garden River Road, located on the north east corner of Old Garden River Road and Second Line East, from "Residential" to "Commercial".

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.



OFFICIAL PLAN MAP

SCHEDULE "C" LAND USE
163 OLD GARDEN RIVER ROAD
APPLICATION A-11-14-Z-OP

OFFICIAL PLAN AMENDMENT NUMBER
205

Legend

SUBJECT PROPERTY = 163 Old Garden River Road

OFIICIAL PLAN LAND USE
Land_Use_Designation
Residential
Commercial
Institutional
Industrial

ROLL NUMBER
030-075-041-00

MAP REFERENCE
85 & 1-95

METRIC SCALE
1 : 2500

MAIL LABEL ID
A-11-14-Z

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-166

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 163 Old Garden River Road (Ficociello).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **163 OLD GARDEN RIVER ROAD; LOCATED ON THE NORTHEAST CORNER OF SECOND LINE EAST AND OLD GARDEN RIVER ROAD; CHANGE FROM R2 TO C4.S WITH A "SPECIAL EXCEPTION"**

   The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 1-95 of Schedule "A" to By-law 2005-150, is changed from R2 (Single Detached Residential) zone to C4.S (General Commercial) zone with a "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

   Section 2 of By-law 2005-151 is amended by adding the following subsection 2(340) and heading as follows:

   "2(340) 163 OLD GARDEN RIVER ROAD

   Despite the provisions of By-law 2005-150, the zone designation on the lands located on the northeast corner of Second Line East and Old Garden River Road and having civic no. 163 Old Garden River Road and outlined and marked "Subject Property" on the map attached as Schedule 340 hereto is changed from R2 (Single Detached Residential) zone to C4.S (General Commercial) zone with a "Special Exception" reducing the required easterly side yard from 10m to 6.5m."

3. **SCHEDULE "A"**

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

4. **CERTIFICATE OF CONFORMITY**

   It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law as amended by Official Plan Amendment No. 205.

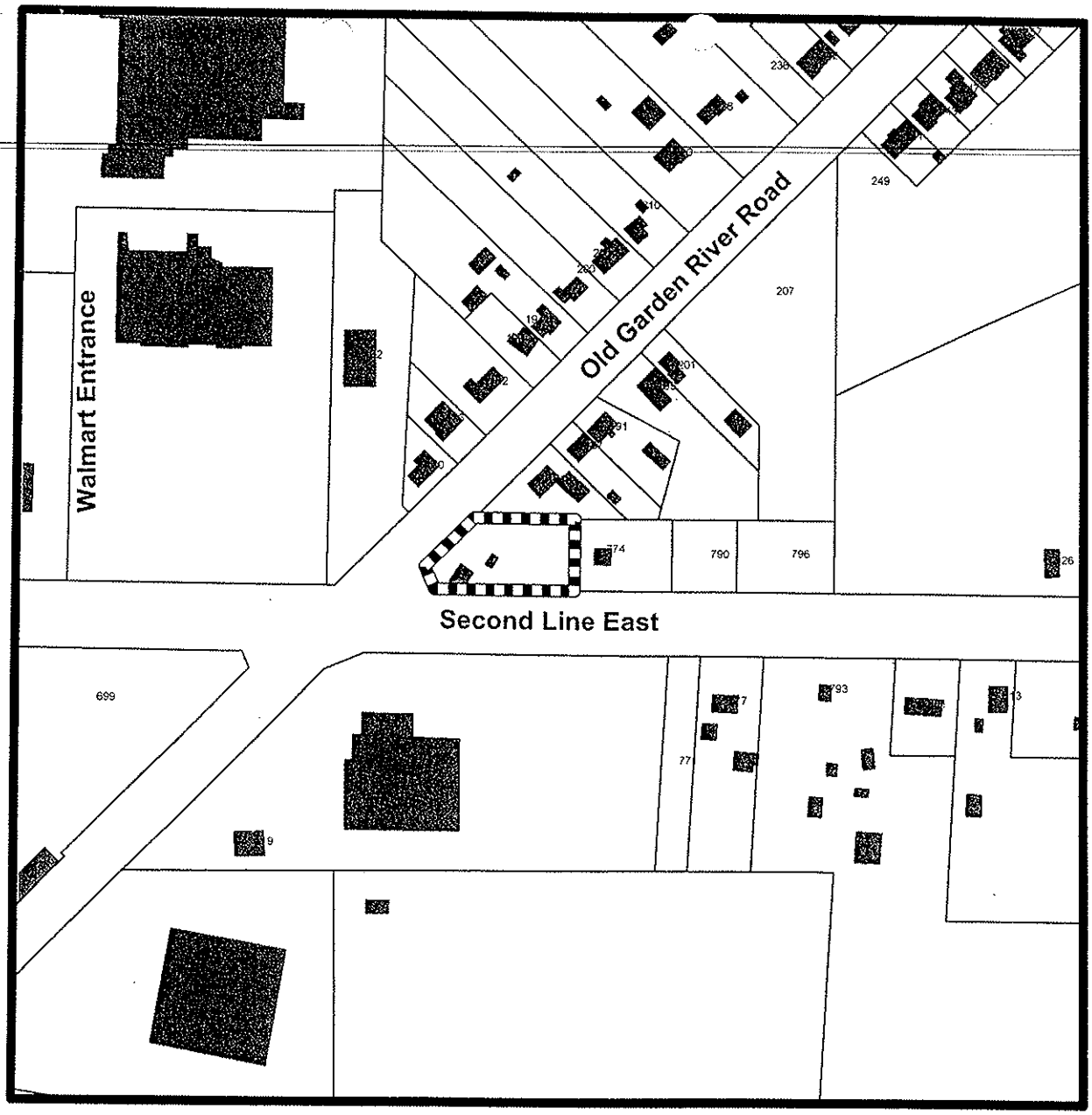
PASSED in Open Council this 11th day of August, 2014.

MAYOR - DEBBIE AMAROSO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

cf staff/Legal/Zoning/2014/2014-166 Ficociello/Zoning by-law

SCHEDULE "A" TO BY-LAW 2014-166 AND
SCHEDULE 340 TO BY-LAW 2005-151



SUBJECT PROPERTY MAP

APPLICATION A-11-14-Z-OP

163 OLD GARDEN RIVER ROAD

Legend

SUBJECT PROPERTY = 163 Old Garden River Road

METRIC SCALE
1 : 2500

ROLL NUMBER
030-075-041-00

MAP REFERENCE
85 & 1-95

MAIL LABEL ID
A-11-14-Z

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-167

DEVELOPMENT CONTROL: A by-law to designate the lands located at 163 Old Garden River Road an area of site plan control (Ficociello).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **DEVELOPMENT CONTROL AREA**

The lands described on Schedule "A" attached hereto are hereby designated to be an area of site plan control pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 and amendments thereto.

2. **SITE PLAN POWERS DELEGATED**

The Council hereby delegates to the Planning Director and in his absence to the Planner of the City of Sault Ste. Marie, Council's powers to enter into a site plan agreement dealing with any of the works or matters mentioned in section 41 of the *Planning Act* as amended, for the lands shown as Subject Property on the map attached as Schedule "A" to this by-law.

3. **SCHEDULE "A"**

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

4. **PENALTY**

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the *Planning Act* and the *Municipal Act, 2001.*

5. **EFFECTIVE DATE**

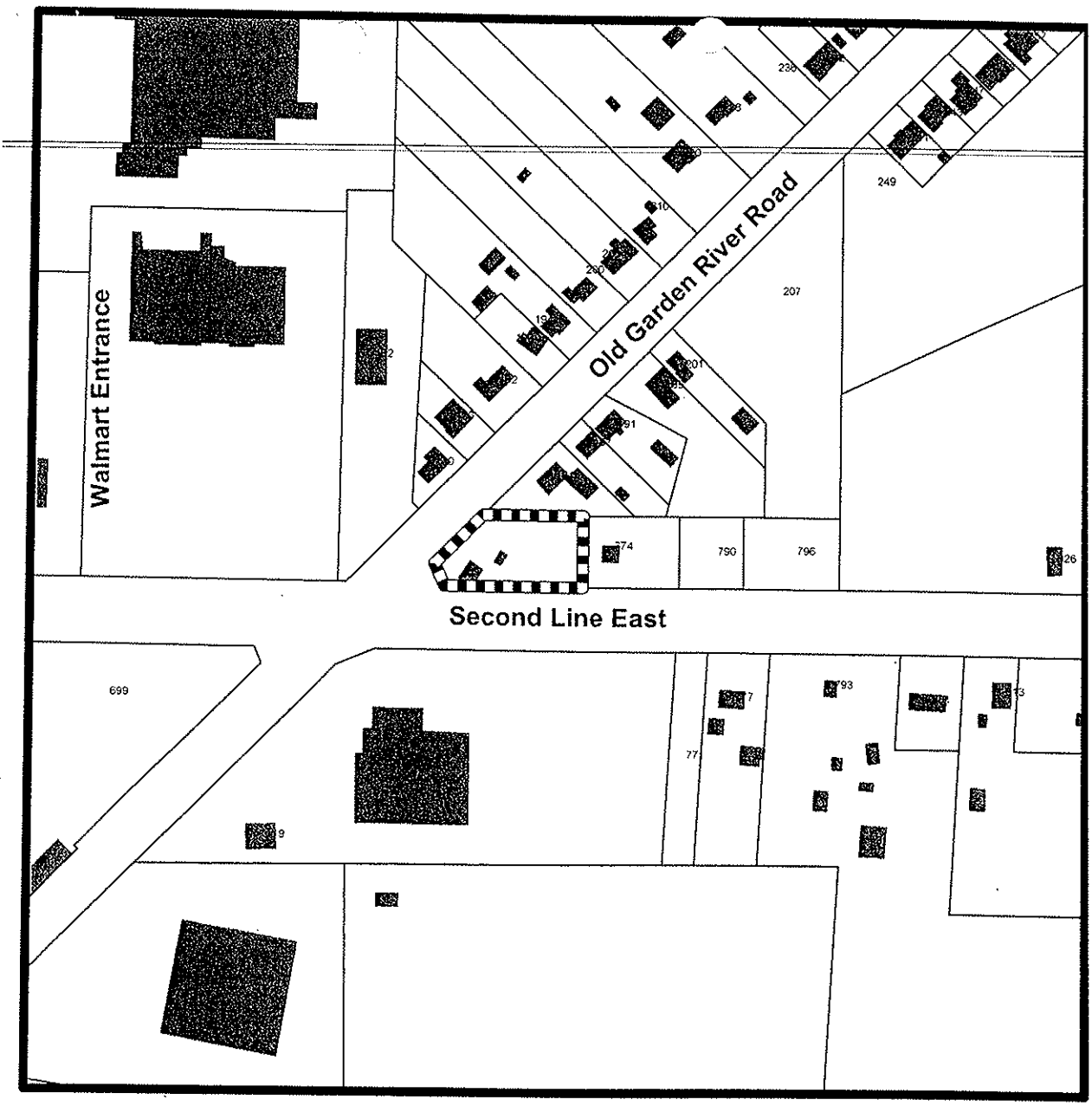
This by-law takes effect from the date of its final passing.

PASSED in open Council this 11th day of August, 2014.

MAYOR - DEBBIE AMAROSO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

cf/staff/Legal/Zoning/2014/2014-166 Ficociello/DC By-law



SUBJECT PROPERTY MAP

APPLICATION A-11-14-Z-OP

163 OLD GARDEN RIVER ROAD

Legend

SUBJECT PROPERTY = 163 Old Garden River Road

METRIC SCALE
1 : 2500

ROLL NUMBER
030-075-041-00

MAP REFERENCE
85 & 1-95

MAIL LABEL ID
A-11-14-Z

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

BY-LAW 2014-168

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 204 to the Official Plan for the City of Sault Ste. Marie (Trembinski - 904 Queen Street East).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 21 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. The Council hereby adopts Amendment No. 204 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.

2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 11th day of August, 2014.

MAYOR - DEBBIE AMAROSO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\LEGAL\ZONING\2014\2014-169 TREMBINSKI\2014-168 BY-LAW OP.DOC

AMENDMENT NO. 204
TO THE
SAULT STE. MARIE OFFICIAL PLAN

PURPOSE

This Amendment is an amendment to Schedule "C" of the Official Plan.

LOCATION

Plan 878, Lot 25 and part of lot 24, having Civic # 904 Queen Street East, located on the northeast corner of Queen Street East and Church Street.

BASIS

This Amendment is necessary in view of the request to rezone the subject property to permit the lands to be utilized for commercial purposes.

The proposal does not conform to the existing Residential policies as they relate to the subject property.

Council now considers it desirable to amend the Official Plan re-designating the subject properties from "Residential" to "Commercial".

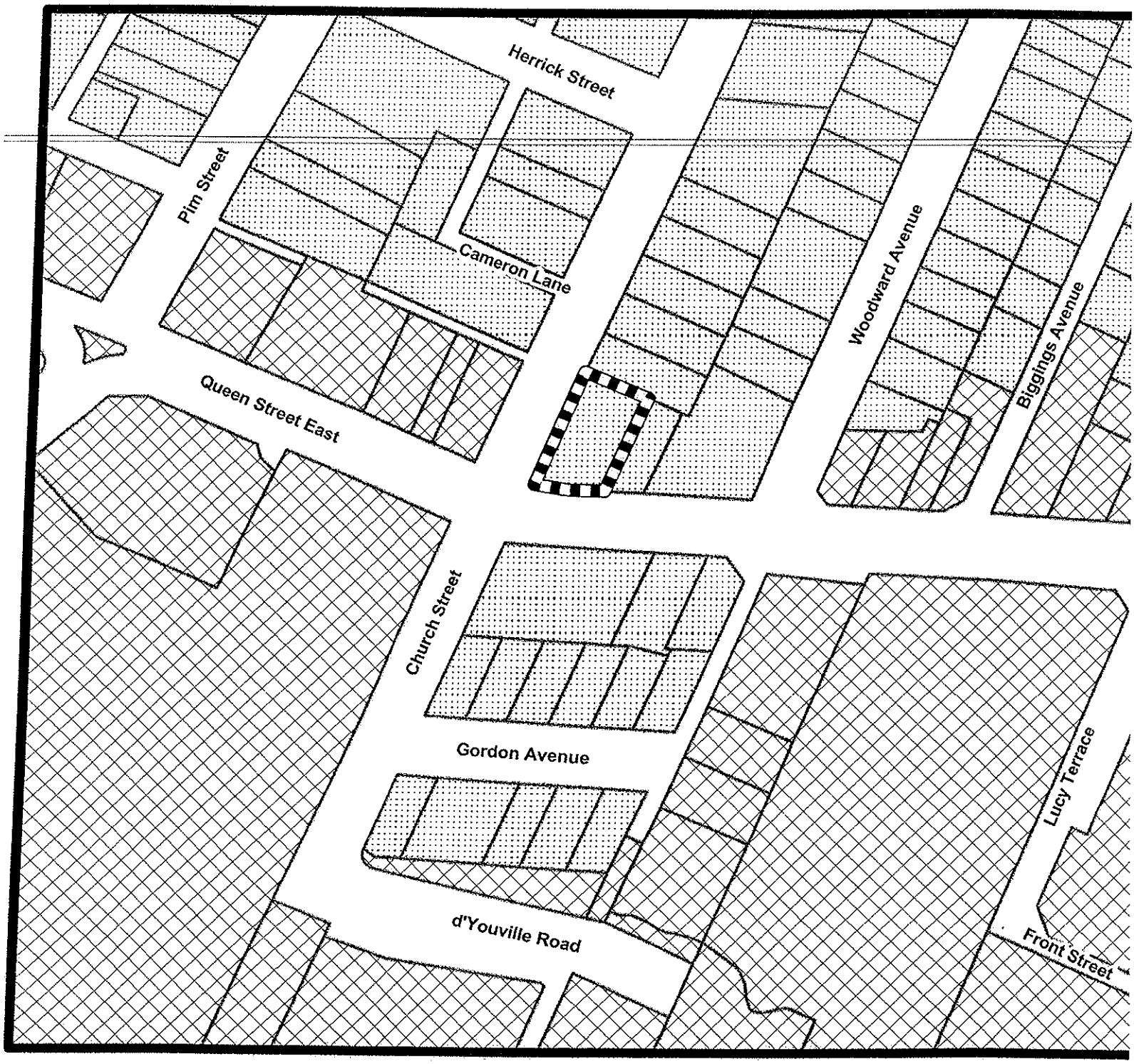
DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

Schedule "C" to the Sault Ste. Marie Official Plan is hereby amended re-designating the property described as Lot 25 and Part of Lot 24 on Plan 878, having Civic # 904 Queen Street East, located on the northeast corner of Queen Street East and Church Street, from "Residential" to "Commercial".

INTERPRETATION

The provisions of the Official Plan as amended from time to time will apply to this Amendment.

G:\PLANDIV\Data\APPL\REPORT\AMENDMENT NO 204-MAP CHANGE.doc



OFFICAL PLAN MAP

SCHEDULE "C" LAND USE

904 QUEEN STREET EAST

APPLICATION
A-12-14-Z-OP

Legend

SUBJECT PROPERTY = 904 QUEEN ST EAST

OFFICIAL PLAN LAND USE DESIGNATION

Residential

Commercial

OFFICIAL PLAN AMENDMENT NUMBER
204

METRIC SCALE
1 : 1800

ROLL NUMBER
020-018-025-00

MAP REFERENCE
8 & 1-4

MAIL LABEL ID
A-12-14-Z

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-169

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 904 Queen Street East (Trembinski).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **904 QUEEN STREET EAST; LOCATED ON THE NORTHEAST CORNER OF QUEEN STREET EAST AND CHURCH STREET; CHANGE FROM R3 TO CT2.S WITH A "SPECIAL EXCEPTION"**

   The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 1-4 of Schedule "A" to By-law 2005-150, is changed from R3 (Low Density Residential) zone to CT2.S (Commercial Transitional) zone with a "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

   Section 2 of By-law 2005-151 is amended by adding the following subsection 2(341) and heading as follows:

   "2(341) 904 Queen Street East

   Despite the provisions of By-law 2005-150, the zone designation on the lands located on the northeast corner of Queen Street East and Church Street and having civic no. 904 Queen Street East and outlined and marked "Subject Property" on the map attached as Schedule 341 hereto is changed from R3 (Low Density Residential) zone to CT2.S (Commercial Transitional) zone with a "Special Exception" to permit those uses permitted in a CT2 zone, subject to the following conditions:

   i) that the buffering requirements are waived until October 1, 2014; and
   ii) that the food services use and retail trade use are prohibited on the property."

3. **SCHEDULE "A"**

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

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law as amended by Official Plan Amendment No. 204.

PASSED in open Council this 11th day of August, 2014.

MAYOR - DEBBIE AMAROSO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\LEGAL\ZONING\2014\2014-169 TREMBINSKI.DOC

SCHEDULE "A" TO BY-LAW 2014-169 AND
SCHEDULE 341 TO BY-LAW 2005-151



SUBJECT PROPERTY MAP
APPLICATION A-12-14-Z-OP
904 QUEEN STREET EAST

METRIC SCALE
1 : 1800

ROLL NUMBER
020-018-025-00

MAP REFERENCE
8 & 1-4

MAIL LABEL ID
A-12-14-Z

Legend

SUBJECT PROPERTY = 904 QUEEN ST EAST

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-170

DEVELOPMENT CONTROL: A by-law to designate the lands located at 904 Queen Street East an area of site plan control (Trembinski).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **DEVELOPMENT CONTROL AREA**

The lands described on Schedule "A" attached hereto are hereby designated to be an area of site plan control pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 and amendments thereto.

2. **SITE PLAN POWERS DELEGATED**

The Council hereby delegates to the Planning Director and in his absence to the Planner of the City of Sault Ste. Marie, Council's powers to enter into a site plan agreement dealing with any of the works or matters mentioned in section 41 of the *Planning Act* as amended, for the lands shown as Subject Property on the map attached as Schedule "A" to this by-law.

3. **SCHEDULE "A"**

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

4. **PENALTY**

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the *Planning Act* and the *Municipal Act, 2001.*

5. **EFFECTIVE DATE**

This by-law takes effect from the date of its final passing.

PASSED in open Council this 11th day of August, 2014.

MAYOR - DEBBIE AMAROSO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\LEGAL\ZONING\2014\2014-169 TREMBINSKI\2014-170 TREMBINSKI DC.DOC



SUBJECT PROPERTY MAP
APPLICATION A-12-14-Z-OP
904 QUEEN STREET EAST

METRIC SCALE
1 : 1800

ROLL NUMBER
020-018-025-00

MAP REFERENCE
8 & 1-4

MAIL LABEL ID
A-12-14-Z

Legend

SUBJECT PROPERTY = 904 QUEEN ST EAST

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-171

AGREEMENT: (S3) A by-law to authorize the execution of the Homelessness Partnering Strategy National Homelessness Information System Funding Agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Employment and Social Development Canada for funding purposes.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Homelessness Partnering Strategy National Homelessness Information System Funding Agreement made between the City and Her Majesty the Queen in right of Canada as represented by the Minister of Employment and Social Development Canada, a copy of which is attached as Schedule “A” hereto. This agreement is for funding purposes.

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 11th day of August, 2014.

_____

MAYOR - DEBBIE AMAROSO

_____

DEPUTY CITY CLERK – RACHEL TYCZINSKI

cf LEGAL\STAFF\BYLAWS\2014\2014-171 Homelessness Partnering Strategy

Homelessness Partnering Strategy

National Homelessness Information System

FUNDING AGREEMENT

BETWEEN

Her Majesty the Queen in Right of Canada

(hereinafter referred to as "Canada"), as represented by

the Minister of Employment and Social Development Canada

AND

Corporation of the City of Sault Ste. Marie

(hereinafter referred to as "the Recipient")

Hereinafter collectively referred to as "the Parties"

Articles of Agreement

Whereas Canada has established the Homelessness Partnering Strategy (hereinafter referred to as 'the Program') to support projects that promote strategic partnerships and structures including housing solutions and stable supports, to assist homeless persons move toward autonomy and self-sufficiency;

Whereas the Recipient has applied to Canada for funding to carry out the project described in Schedule A;

Whereas Canada has determined that the Recipient is eligible to apply for funding under the Program and that the Project qualifies for support under the Program; and

Whereas Canada has agreed to make a contribution to the Recipient towards the costs of the Project;

Now, therefore, Canada and the Recipient agree as follows:

1.0 AGREEMENT

1.1 The following documents, and any amendments thereto, constitute the entire agreement between the Recipient and Canada with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter:

(a) These Articles of Agreement;

(b) Schedule A - entitled "Project Description"; and

(c) Schedule B - entitled "Financial Provisions".

2.0 INTERPRETATION

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

"Eligible Expenditures" means the expenditures which are listed in the Project Budget in Schedule B, and in compliance with the Conditions Governing the Eligibility of Expenditures set out in Schedule B;

"Fiscal Year" means the period commencing on April 1 in one calendar year and ending on March 31 in the next calendar year;

"Project" means the project described in Schedule A;

"Project Period" means the period beginning on the Project Start Date specified in Schedule A and ending on the Project End Date specified in Schedule A; and

"Working Day" means Monday through Friday except statutory holidays

3.0 EFFECTIVE DATE AND DURATION

3.1 This Agreement shall come into effect on the date it is signed by the last of the Parties to do so and, subject to section 3.2, shall expire at the end of the Project Period unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 All obligations of the Recipient shall expressly or by their nature survive termination or expiry of this Agreement and shall continue in full force subsequent to and notwithstanding such termination or expiry until and unless they are satisfied or by their nature expire.

4.0 PURPOSE OF THE CONTRIBUTION

4.1 The purpose of Canada's funding is to enable the Recipient to carry out the Project. The funding shall be used by the Recipient solely for the purpose of paying the Eligible Expenditures.

5.0 CANADA'S CONTRIBUTION

5.1 Subject to the terms and conditions of this Agreement, Canada agrees to make a contribution to the Recipient in respect of the Eligible Expenditures. The amount of Canada's contribution shall not exceed the total maximum amount specified in section 1.1 of Schedule B.

5.2 Where the Project Period covers more than one Fiscal Year, the amount payable by Canada on account of its contribution in each Fiscal Year of the Project Period shall not exceed the amount shown in section 1.2 of Schedule B for that Fiscal Year.

6.0 APPROPRIATION

6.1 Any payment under this Agreement is subject to the appropriation of funds by Parliament for the Fiscal Year in which the payment is to be made.

7.0 REDUCTION OR TERMINATION OF FUNDING

7.1 If

(a) the Program named in this Agreement is cancelled,

(b) the level of funding for the Program named in this Agreement for any Fiscal Year in which payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision, or

(c) Parliament reduces the overall level of funding for the programs of the Department of Employment and Social Development Canada for any Fiscal Year in which payment is to be made under the Agreement,

Canada may, upon not less than ninety (90) days notice, reduce its funding under this Agreement or terminate the Agreement.

7.2 Where, pursuant to section 7.1, Canada gives notice of its intention to reduce its funding, and where, as a result of the reduction in funding, the Recipient is of the opinion that it will be unable to complete the Project or will be unable to complete the Project in the manner desired by the Recipient, the Recipient shall notify Canada of same as soon as possible after receiving notice of the funding reduction and may, upon not less than thirty (30) days written notice to Canada, terminate the Agreement.

8.0 RECIPIENT DECLARATIONS

8.1 The Recipient

(a) declares that it has provided Canada with a true and accurate list of all amounts owing to the Government of Canada under legislation or funding agreements which were past due and in arrears at the time of the Recipient's application for funding under the Program named in this Agreement,

(b) agrees to declare any amounts owing to the Government of Canada under legislation or funding agreements which have become past due and in arrears following the date of its application for funding, and

(c) recognizes that Canada may recover any amounts referred to in paragraph (a) or (b) that are owing by deducting or setting off such amounts from any sum of money that may be due or payable to the Recipient under this Agreement.

8.2 The Recipient declares that any person who has been lobbying on its behalf to obtain the contribution that is the subject of this Agreement was in compliance with the provisions of the Lobbying Act [R.S.C. 1985 c. 44 (4th Supp.)], as amended from time to time, at the time the lobbying occurred and that any such person to whom the aforementioned act, applies has received, or will receive, no payment, directly or indirectly, from the Recipient that is in whole or in part contingent on obtaining this Agreement.

9.0 PROJECT RECORDS

9.1 The Recipient shall

(a) keep proper books and records, in accordance with generally accepted accounting principles, of all expenditures and revenues relating to the Project, including cash contributions received from Canada and cash contributions from other sources, as well as records substantiating the receipt and value of any in-kind contributions to the costs of the Project referred to in the Project Budget in Schedule B,

(b) keep records of all Project-related contracts and agreements and all invoices, receipts and vouchers relating to Eligible Expenditures, and

(c) keep records of all Project-related activity, progress and evaluation reports and reports of Project reviews or audits carried out by, or on behalf of, the Recipient.

9.2 The Recipient shall retain the books and records referred to in section 9.1 for a period of six (6) years following the Project Period.

10.0 CANADA'S RIGHT TO AUDIT

10.1 During the Project Period and for a period of six (6) years thereafter, the Recipient shall, upon request, grant representatives of Canada access to the books and records referred to in section 9.0 for the purpose of conducting an audit to verify compliance with the terms and conditions of this Agreement and verify expenses claimed by the Recipient as Eligible Expenditures. The Recipient shall permit Canada's representative(s) to take copies and extracts from such accounts and records. The Recipient shall also provide Canada with such additional information as Canada may require with reference to such books and records.

11.0 FINANCIAL AND ACTIVITY MONITORING

11.1 During the Project Period, the Recipient shall grant representatives of Canada reasonable access to the Project site and business premises of the Recipient, if different from the Project site, and to all Project-related books and records referred to in section 9.0 at all reasonable times for the purpose of conducting periodic financial and activity monitoring reviews of the Project. The Recipient shall also, upon request, provide representatives of Canada with copies and extracts from such books and records.

12.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

12.1 If, during the Project Period or within a period of six years thereafter, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the *Auditor General Act* [R.S.C., 1985, c. A-17], requests that the Recipient provide him or her with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Recipient shall provide the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada.

13.0 FINAL REPORT

13.1 Unless the Recipient is required under a schedule to this Agreement to provide another, more specific, final report outlining the results of the Project, the Recipient shall provide Canada with a final report that summarizes the Project scope, describes the results achieved, explains any discrepancies between the results and the planned or expected results and contains such other information as Canada may specify in writing to the Recipient. The Recipient shall provide Canada with the final report within sixty (60) days following the Project Period.

14.0 EVALUATION

14.1 The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Project and/or the Program named in this agreement that Canada may carry out during the Project Period or within a period of three years thereafter. Without limiting the generality of the foregoing, if requested by Canada to do so for the purpose of conducting an evaluation, the Recipient agrees to:

(a) participate in any survey, interview, case study or other data collection exercise initiated by Canada; and

(b) subject to section 14.2, provide Canada with contact information of the Project partner organizations, if any, who participated in the Project, and of the members of the board of directors of the Recipient.

14.2 The Recipient shall provide Canada with the contact information of a person (name, address, phone number and e-mail address) referred to in paragraph 14.1(b) only if the person has given their written consent to the release of the information to Canada. The Recipient agrees to make all reasonable efforts to secure such consent during the Project Period. When providing a person's contact information to Canada, the Recipient shall provide Canada with an accompanying written statement certifying that the person has given their consent to the sharing of their contact information with Canada.

15.0 CONTRACTING PROCEDURES

Contracting

15.1 (1) Subject to subsection (2), the Recipient shall use a fair and accountable process, involving soliciting a minimum of three bids or proposals, when procuring goods and services from contractors in relation to the Project. The Recipient shall select the bid or proposal offering the best value at the lowest cost.

(2) The requirement under subsection (1) shall apply, unless otherwise authorized in writing by Canada, to all goods or services contracts valued at $25,000 or more (including taxes and duties). The Recipient must not unnecessarily divide a requirement for goods or services into a number of smaller contracts to avoid this requirement.

Restrictions Regarding Non Arms-Length Contracts

15.2 (1) Unless otherwise authorized in writing by Canada, all goods or services contracts, regardless of their value, entered into in relation to the Project between the Recipient and

(a) an officer, director or employee of the Recipient,

(b) a member of the immediate family of an officer, director or employee of the Recipient,

(c) a business in which an officer, director or employee of the Recipient , or a member of their immediate family, has a financial interest, or

(d) a business which is related to, or associated or affiliated with, the Recipient,

require the prior written approval of Canada. In any such contract, the Recipient shall ensure that Canada has a right of access to the relevant records of the supplying entity for the purpose of verifying, if necessary, the amount of the expenditure claimed by the Recipient in relation to a contract referred to in this subsection.

(2) In this section, "immediate family" means the father, mother, step-father, step-mother, brother, sister, spouse (including common law partner), child (including child of common law partner), step-child, ward, father in law, mother in law or relative permanently residing in the household of the officer, director or employee.

Restrictions Regarding Sub-contracting of Recipient Duties or Responsibilities

15.3 The Recipient shall not subcontract the performance of any of its duties or responsibilities in managing the Project to another party without the prior written consent of Canada unless the Recipient has already indicated in the approved Project Description attached as Schedule A to this Agreement that it intends to use a subcontractor or subcontractors to perform those duties or responsibilities.

16.0 TERMINATION OF AGREEMENT

Termination for Default

16.1 (1) The following constitute Events of Default:

(a) the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of the statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Recipient;

(b) the Recipient ceases to operate;

(c) the Recipient is in breach of the performance of, or compliance with, any provision of this Agreement;

(d) the Recipient, in support of its application for Canada's contribution or in connection with this Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to Canada; or

(e) in the opinion of Canada, there is a material adverse change in risk in the Recipient's ability to complete the Project or to achieve the expected results of the Project set out in Schedule A.

(2) If

(a) an Event of Default specified in paragraph (1)(a) or (b) occurs; or

(b) an Event of Default specified in paragraphs (1)(c), (d) or (e) occurs and has not been remedied within thirty (30) days of receipt by the Recipient of written notice of default, or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period,

Canada may, in addition to any remedies otherwise available, immediately terminate the Agreement by written notice. Upon providing such notice of termination, Canada shall have no obligation to make any further contribution to the Recipient.

(3) In the event Canada gives the Recipient written notice of default pursuant to paragraph (2)(b), Canada may suspend any further payment under this Agreement until the end of the period given to the Recipient to remedy the Event of Default.

(4) The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Canada shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

Termination for Convenience

16.2 Canada may also terminate this Agreement at any time without cause upon not less than ninety (90) days written notice of intention to terminate.

Obligations Relating to Termination under section 7.1 or 16.2 and Minimizing Cancellation Costs

16.3 In the event of a termination notice being given by Canada under section 7.1 or 16.2,

(a) the Recipient shall make no further commitments in relation to the Project and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto; and

(b) all Eligible Expenditures incurred by the Recipient up to the date of termination will be paid by Canada, including the Recipient's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided always that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of Canada that the costs mentioned herein were actually incurred by the Recipient and the same are reasonable and properly attributable to the termination of the Agreement.

16.4 The Recipient shall negotiate all contracts related to the Project, including employment contracts with staff, on terms that will enable the Recipient to cancel same upon conditions and terms that will minimize to the extent possible their cancellation costs in the event of a termination of this Agreement. The Recipient shall cooperate with Canada and do everything reasonably within its power at all times to minimize and reduce the amount of Canada's obligations under section 16.3 in the event of a termination of this Agreement.

17.0 INDEMNIFICATION

17.1 The Recipient shall, both during and following the Project Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its employees or agents, and participating employers or Project participants, if any, in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project.

18.0 INSURANCE

18.1 The Recipient shall arrange and maintain, during the Project Period, appropriate comprehensive general liability insurance coverage to cover claims for bodily injury or property damage resulting from anything done or omitted by the Recipient or its employees, agents or Project participants, if any, in carrying out the Project.

19.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

19.1 The management and supervision of the Project are the sole and absolute responsibility of the Recipient. The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of Canada. This Agreement is a funding agreement only, not a contract for services or a contract of service or employment. Canada's responsibility is limited to providing financial assistance to the Recipient towards the Eligible Expenditures. The parties hereto declare that nothing in this agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of Canada.

19.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the maximum contribution specified in Schedule B. Canada shall not be liable for any loan, capital lease or other long-term obligation which the Recipient may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Recipient toward another party in relation to the Project.

20.0 CONFLICT OF INTEREST

20.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act [S.C. 2006, c. 9, s. 2]*, the *Policy on Conflict of Interest and Post-Employment* or the *Values and Ethics Code for the Public Sector* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

20.2 No member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

21.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S CONTRIBUTION

21.1 The Recipient shall allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project. During this 60 day period, the Recipient shall not make any public announcements of funding, deferring all questions to Canada. After the expiry of the 60 day period, the Recipient may begin its own communication activities for the Project.

21.2 The Recipient shall notify Canada twenty (20) working days in advance of any initial and subsequent official ceremonies related to the announcement of the funding and promotion of the Project. Canada reserves the right to approve the time, place and agenda of the ceremony.

21.3 The Recipient shall notify Canada fifteen (15) working days in advance of any and all communications activities, publications, advertising and press releases planned by the Recipient or by a third party with whom it has an agreement relating to the Project.

21.4 The Recipient shall ensure that in any and all communication activities, publications, advertising and press releases regarding the Project, recognition, in terms and in a form and manner satisfactory to Canada, are given to Canada's financial assistance to the Project

21.5 The Recipient agrees to display such signs, plaques or symbols as Canada may provide in such locations on its premises as Canada may designate.

21.6 The Recipient shall cooperate with representatives of Canada during any official news release or ceremonies relating to the announcement of the Project.

22.0 ACCESS TO INFORMATION

22.1 The Recipient acknowledges that Canada is subject to the *Access to Information Act* [RSC 1985, Chapter A-1], and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the aforementioned act.

23.0 PROACTIVE DISCLOSURE

23.1 The Recipient acknowledges that the name of the Recipient, the amount of the contributions and the general nature of the Project may be made publicly available by Canada in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.

24.0 DISPOSITION OF CAPITAL ASSETS

24.1 During the Project Period, the Recipient shall preserve any capital asset purchased by the Recipient with funding provided under this Agreement and shall not dispose of it unless Canada authorizes its disposition.

24.2 At the end of the Project Period, or upon termination of this Agreement, if earlier, Canada reserves the right to direct the Recipient to dispose of any capital asset purchased by the Recipient with funding provided under this Agreement by:

(a) selling it at fair market value and applying the funds realised from such sale to offset Canada's contribution to the Eligible Expenditures;

(b) turning it over to another organization or to an individual designated or approved by Canada; or

(c) disposing of it in such other manner as may be determined by Canada.

24.3 Where Canada elects to exercise its right under section 24.2 , the Recipient agrees to comply with the related direction provided by Canada.

24.4 For the purposes of section 24.0, "capital asset" means any single item, or a collection of items which form one identifiable functional unit, that:

(a) is not physically incorporated into another product or not fully consumed by the end of the Project, and

(b) has a purchase or lease value of more than $1,000 (before taxes),

but does not include land or buildings purchased or leased by the Recipient in connection with the implementation of the Project.

25.0 INTELLECTUAL PROPERTY

25.1 Where in the course of carrying out the Project, the Recipient produces any work using funds provided by Canada, the copyright in the work shall vest in the Recipient. However, the Recipient hereby grants to Canada a non-exclusive, irrevocable and royalty free license to use, translate, adapt, record by any means or reproduce, except for commercial sale in competition with the Recipient, any such work which is produced by the Recipient.

25.2 The license granted under section 25.1 shall be for the duration of the copyright and shall include:

(a) the right to sub-license the use of the work to any contractor engaged by Canada solely for the purpose of performing contracts with Canada; and

(b) the right to distribute the work outside the Department of Employment and Social Development as long as the distribution does not undermine any commercial use of the work intended by the Recipient.

25.3 The Recipient agrees to execute any acknowledgements, agreements, assurances or other documents deemed necessary by Canada to establish or confirm the license granted under section 25.1.

25.4 Additionally, with respect to any work licensed under section 25.1, the Recipient:

(a) warrants that the work shall not infringe on the copyrights of others;

(b) agrees to indemnify and save harmless Canada from all costs, expenses and damages arising from any breach of any such warranty; and

(c) shall include an acknowledgment, in a manner satisfactory to Canada, on any work which is produced by it with funds contributed by Canada under this Agreement, acknowledging that the work was produced with funds contributed by Canada and identifying the Recipient as being solely responsible for the content of such work.

25.5 The Recipient shall include in the final report for the Project, that the Recipient is required to submit to Canada under the terms of this Agreement, a copy of any work licensed under section 25.1.

26.0 NOTICES

26.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail, courier service, fax or email at the postal address, fax number or email address, as the case may be, of the receiving party as shown in Schedule A. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

26.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.

27.0 DISPUTE RESOLUTION

27.1 In the event of a dispute arising under the terms of this Agreement, the Parties agree to make a good faith attempt to settle the dispute. In the event that the Parties are unable to resolve the dispute through negotiation, they agree to give good faith consideration to resorting to other alternate dispute resolution processes to resolve the dispute. However, the Parties agree that nothing contained in this section shall affect, alter or modify the rights of either Party to terminate the Agreement.

28.0 ASSIGNMENT OF THE AGREEMENT

28.1 The Recipient shall not assign this Agreement or any part thereof without the prior written consent of Canada.

29.0 SUCCESSORS AND ASSIGNS

29.1 This Agreement is binding upon the parties and their respective successors and assigns.

30.0 COMPLIANCE WITH LAWS

30.1 The Recipient shall carry out the Project in compliance with all applicable federal, provincial and municipal laws, by-laws and regulations, including any environmental legislation and legislation related to protection of information and privacy. The Recipient shall obtain, prior to the commencement of the Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

31.0 APPLICABLE LAW

31.1 This Agreement shall be governed by and construed in accordance with the applicable laws of the province or territory where the Project will be performed or, if the Project is to be carried out in more than one province or territory, of the province or territory where the Recipient has its main place of business.

32.0 AMENDMENT

32.1 This Agreement may be amended by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.

33.0 UNINCORPORATED ASSOCIATION

33.1 If the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient that in addition to signing this Agreement in their representative capacities on behalf of the members of the Recipient, they shall be personally, jointly and severally liable for the obligations of the Recipient under this Agreement, including the obligation to pay any debt that may become owing to Canada under this Agreement.

34.0 COUNTERPARTS

34.1 This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which taken together shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

SIGNATURES

Signed this _____ day of _____ , _____

For the Recipient, by the following authorized officer(s):

_____ (Name, please print)

_____ (Signature)

_____ (Position)

_____ (Name, please print)

_____ Signature

_____ (Position)

And signed this _____ day of _____ , _____

For Canada, by the following authorized officer:

_____ (Name, please print)

_____ (Signature)

_____ (Position)

Project #:
1286134
Amendment #:
0

SCHEDULE A

PROJECT DESCRIPTION

NAME OF RECIPIENT
Corporation of the City of Sault Ste. Marie
PROJECT TITLE
NHIS HIFIS Community Coordinator - Sault Ste. Marie

Recipient	Canada
Complete Mailing Address:	Complete Mailing Address:
180 Brock St. Sault Ste. Marie Ontario P6A3B7	140 Promenade du Portage Gatineau Quebec J8X4B6
Primary Contact Jeff Barban	Primary Contact DIANE GARCEAU
Telephone Number (705) 759-5004	Telephone Number (819) 956-6726
Fax Number (705) 759-5212	Fax Number (819) 994-8137
Email Address j.barban@cityssm.on.ca	Email Address diane.s.garceau@hrsdc-rhdcc.gc.ca
Secondary Contact	Secondary Contact Laura Sanschagrin
Telephone Number	Telephone Number (819) 654-2284
Fax Number	Fax Number (819) 994-4211
Email Address	Email Address laura.sanschagrin@hrsdc-rhdcc.gc.ca

Project Start Date	Project End Date	
2014/07/28 yyyy-mm-dd	2019/03/31 yyyy-mm-dd	Total Number of Participants: (If applicable) 0

Project Description

Objectives

From July 28 2014 until to March 31, 2019, the Corporation of the City of Sault Ste. Marie will provide emergency shelters and other homeless support service agencies using HIFIS in Sault Ste. Marie, Ontario with data coordination and analysis activities, training and technical assistance, and will support the current version of the HIFIS software and any subsequent versions. The Corporation of the City of Sault Ste. Marie will engage with community partners to better understand the size and characteristics of the homeless population and will assist the community stakeholders with knowledge sharing activities, resulting in an increased ability to report effectively on homelessness.

Activities

The Corporation of the City of Sault Ste. Marie will provide training, technical support and assistance with data analysis activities to all emergency shelters in the community and any other service providers using HIFIS in the region. This will be accomplished through the following key activities:

- Promote and support the use of the HIFIS software and subsequent versions made available during the funding period in 100% emergency shelters and in other homeless support service agencies; these activities include coordinating the provision of HIFIS software, hardware and technical assistance
- Provide on-going training, re-training and support to HIFIS users as the software changes, and promote E-learning tools and the use of online training options, self-learning modules and training manuals
- Facilitate the signing of Data Provision Agreements (DPA) between ESDC and all HIFIS-using agencies to allow for the receipt of data
- Support and facilitate quarterly data exports from shelters and service providers using HIFIS
- Raise awareness of the importance of data collection and data integrity when reporting on homelessness, and provide training to HIFIS users on the use of data integrity tools
- Conduct data analysis activities, including identifying discrepancies and cleaning up data, and develop reports to inform communities

- Participate actively on HIFIS CC conference calls and attend an annual National HIFIS CC Training Workshop
- Foster support for HIFIS CC activities by disseminating relevant information, collected through HIFIS, to community stakeholders
- Collaborate with the Community Advisory Board (CAB), as needed, to raise awareness of how HIFIS can assist with data collection and reporting requirements, particularly for Housing First project level measurements
- Develop a HIFIS Working Network, made up of local shelters, service providers and other stakeholders, to support and guide the use of the software and data collection activities
- Provide regular quarterly progress reports about HIFIS activities in the community
- Develop and update the list of HIFIS users and share with ESDC on a quarterly basis

Expected Results

By March 31, 2019, the Corporation of the City of Sault Ste. Marie will have implemented the current version of HIFIS, provided on-going training and technical support in 100% of emergency shelters and in other homeless support service agencies in Sault Ste. Marie, Ontario. Data gathered through HIFIS will be used to create reports to inform key stakeholders, resulting in improved programs and services and a better understanding of the make-up and size of the sheltered homeless population and shelter use patterns in the City of Sault Ste. Marie.

Outputs:
- Use of HIFIS 3.8, and any subsequent versions:
  - in 100% of emergency shelters and;
  - in other homeless support service agencies
- Signed Data Provision Agreements (DPAs) with 100% of emergency shelters and service providers (if applicable) who begin using HIFIS.
- Promotion of HIFIS and the use of E-Learning tools and online training, which includes the "How To" Manuals available through the software.
- Regular participation in community meetings, HIFIS CC conference calls and attendance at one annual National HIFIS Community Coordinator Training Workshop.
- Data sharing and partnerships between shelters and CAB, where necessary and feasible.

Deliverables:
Quarterly activity report and financial claim

Updated Annual work plan and budget sent with 4th quarter (January to March) activity report and financial claim

Annual report including a summary of the HIFIS CC project sent with 4th quarter (January to March) activity report and financial claim

Updated shelter/service provider list on a quarterly basis

Training records outlining number of training sessions and type of training on a quarterly basis

Signatures

RECIPIENT	RECIPIENT	CANADA
DATE	DATE	DATE

SCHEDULE B

FINANCIAL PROVISIONS

NAME OF RECIPIENT
Corporation of the City of Sault Ste. Marie
PROJECT TITLE
NHIS HIFIS Community Coordinator - Sault Ste. Marie

1.0 MAXIMUM CONTRIBUTION OF CANADA

1.1 The total maximum amount of Canada's contribution towards the Eligible Expenditures of the Project is: $80,000.

1.2 The maximum amount payable by Canada in each Fiscal Year of the Project Period on account of the contribution is as follows, unless otherwise authorized in writing by Canada:
$16,000 in Fiscal Year 2014/2015.

$16,000 in Fiscal Year 2015/2016.

$16,000 in Fiscal Year 2016/2017.

$16,000 in Fiscal Year 2017/2018.

$16,000 in Fiscal Year 2018/2019.

2.0 INTEREST EARNED ON CONTRIBUTION

2.1 If, under section 8.0 of this Schedule, Canada has made payment of its contribution by way of advances, and if the amount of interest earned on the advance payments is in excess of one hundred dollars ($100), such interest is deemed to be part payment of Canada's contribution and will be taken into account in the calculation of the final payment by Canada, or repayment by the Recipient, as may be appropriate in the circumstances.

3.0 REPAYMENT REQUIREMENTS

3.1 In the event payments made to the Recipient exceed the amount to which the Recipient is entitled under this agreement, the amount of the excess is a debt owing to Canada and shall be promptly repaid to Canada upon receipt of notice to do so and within the period specified in the notice. Without limiting the generality of the foregoing, amounts to which the Recipient is not entitled include

(a) the amount of any expenditures paid for with the contribution which are disallowed or determined to be ineligible, and

(b) any amount paid in error or any amount paid in excess of the amount of the expenditure actually incurred.

3.2 Interest shall be charged on overdue repayments owing under section 3.1 in accordance with the Interest and Administrative Charges Regulations (SOR/96-188) (the "Regulations") made pursuant to the Financial Administration Act (R.S.C., 1985, c. F-11). Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the Regulations, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by Canada.

3.3 The Recipient acknowledges that where an instrument tendered in payment or settlement of an amount due to Canada under section 3.1 is, for any reason, dishonoured, an administrative charge of $15 is payable by the Recipient to Canada in accordance with the Regulations.

4.0 OTHER SOURCES OF FUNDING

4.1 The Recipient declares that it has received or is entitled to receive

(a) goods, services or other non-cash contributions for the Project from the following sources, having the following agreed estimated fair and reasonable monetary value:

(i) Sponsor / Organization / Recipient $ 171,431

4.2 The Recipient agrees to inform Canada promptly in writing of any change to the declaration made under section 4.1.

4.3 The Recipient agrees that where there is a change to the declaration made in section 4.1, Canada may, in its discretion, reduce the amount of its maximum contribution to the Project by such amount, not exceeding the amount of the change in assistance received, that it considers appropriate.

4.4 If the amount of Canada's contribution already paid to the Recipient exceeds the reduced maximum contribution, as determined under section 4.3, the amount of the excess shall be deemed to be an amount to which the Recipient is not entitled and shall be repaid to Canada in accordance with section 3.0 of this Schedule (Repayment Requirements).

4.5 Upon completion of the Project, and if the amount set out in section 1.1 is in excess of $100,000, the Recipient agrees to provide Canada with a statement identifying the total funding provided from all sources for the Project, including total funding received for the Project from federal, provincial/territorial and municipal governments.

5.0 PROJECT BUDGET

5.1 The following is the Project Budget:

COST CATEGORIES	ESDC	OTHER SOURCES		TOTAL
		CASH	IN-KIND	
a. Staff Wages *	20,000			
b. Project Costs	60,000			
c. Capital Assets	0			
d. Facilities	0			
e. Participant Costs	0			
TOTAL	80,000	0	171,431	251,431

Budget notes:

"Staff Wages" means any wages, mandatory employment related costs (as required by law) or benefits (as required by a collective agreement or company policy) paid by the Recipient to, or on behalf of, an employee of the Recipient working directly on the Project;

"Project Costs" means any expenditure incurred by the Recipient in direct relation to the Project activities that is not covered by any other cost category in the Project Budget;

"Capital Assets" means any expenditure incurred by the Recipient towards the purchase or leasing-to-own of materials subject to the provisions of section 24.0 of the Articles of Agreement;

"Facilities" means any expenditure incurred by the Recipient, in direct relation to a Project activity, towards the purchase of land or a building, construction or renovation of a building, or accomplishing any pre-development activities leading up to any of the latter ends;

"Participant Costs" means any wages, mandatory employment related costs (as required by law) or benefits (as required by a collective agreement or company policy), and any support payments (for travel, emergencies, disability, living expenses, dependent care, materials, etc.), tuition fees, or program participation or completion bonuses paid by the Recipient to, or on behalf of, Project Participants;

6.0 BUDGET FLEXIBILITY

6.1 The Recipient may, except in cases specified in section 6.2, make adjustments to its allocation of funds between any of the cost categories identified in the Project Budget without having to obtain Canada's approval, provided the adjustments do not result in an increase in Canada's maximum contribution set out in section 1.1. However, where the Recipient makes an adjustment allowed by this section, it shall notify Canada promptly in writing of the adjustment.

6.2 The Recipient must obtain Canada's written approval prior to making an adjustment to the Project Budget that:

(a) increases the subtotal amount budgeted for

(i) any cost category identified with an asterisk (*) by any amount, or
(ii) any other cost category by more than 10%;

or

(b) decreases the subtotal amount budgeted for

(i) any participant-related cost category by any amount, or
(ii) any other cost category by more than 10%.

6.3 Depending upon the extent and significance of the adjustments, written approval by Canada of adjustments made under section 6.2 may be required by Canada to be documented by way of a formal amending agreement signed by both parties.

7.0 CONDITIONS GOVERNING THE ELIGIBILITY OF EXPENDITURES

7.1 The expenditures set out in the Project Budget above are subject to the following conditions:

(a) expenditures must, subject to section 7.2, be incurred during the Project Period;

(b) expenditures must, in the opinion of Canada, be reasonable;

(c) the portion of the cost of any travel, meals and accommodation costs that exceeds the rates for public servants set out in the National Joint Council of Canada's Travel Directive is not eligible for reimbursement;

(d) the portion of hospitality costs that exceed the rates set out in the Directive on Travel, Hospitality, Conference and Event Expenditures, Appendix 2 of Canada's Treasury Board is not eligible for reimbursement;

(e) the portion of the cost of any goods and services purchased by the Recipient for which the Recipient may claim a tax credit or reimbursement is not eligible for reimbursement;

(f) depreciation of capital assets is not eligible for reimbursement.;

(g) fines and penalties are not eligible for reimbursement; and

(h) the cost of alcoholic beverages are not eligible for reimbursement.

7.2 If, under the terms of this Agreement, the Recipient is required to provide to Canada an audited annual financial report at the end of the Project Period, and if the cost of the audit is otherwise an Eligible Expenditure, the audit cost is an Eligible Expenditure notwithstanding that it is incurred outside the Project Period.

8.0 TERMS OF PAYMENT

8.1 Subject to section 8.2, Canada will make payments of its contribution by way of advances.

Each payment shall cover a quarterly period (herinafter referred to as the "Payment Period") during the Project Period.

8.2 (1) Subject to subsection (2), Canada may, at any time and in its sole discretion,

(a) change the basis of payments of its contribution to the Recipient to progress payments for any period during the Project Period, or

(b) change the Payment Period to a monthly period, or

(c) change both (a) and (b).

(2) Where Canada decides to make a payment change pursuant to subsection (1), Canada shall notify the Recipient in writing of the change and of the period during which the change will be applicable.

(3) For the purposes of this Schedule,

"progress payments" means payments to reimburse the Recipient for Eligible Expenditures after they have been incurred,

"monthly period" means a calendar month that falls within the Project Period or, if the calendar month falls only partially within the Project Period, such portion thereof, and

"quarterly period", in relation to a series of consecutive three-month periods encompassing the Project Period and beginning on the first day of the calendar month determined by Canada for purposes of administering this agreement, means such a quarter that falls within the Project Period or, if the quarter falls only partially within the Project Period, such portion thereof.

8.3 (1) Where Canada makes payments of its contribution to the Recipient by way of advances,

(a) each advance shall cover the Recipient's estimated financial requirements for each Payment Period. Such estimate shall be based upon a cash flow forecast that, in the opinion of Canada, is reliable and up-to-date; and

(b) if the amount of an advance payment for a Payment Period exceeds the actual amount of Eligible Expenditures incurred by the Recipient during the Payment Period, Canada reserves the right to deduct the excess amount from any subsequent advance payment to be made under this Agreement.

(2) Where Canada makes payments of its contribution to the Recipient by way of progress payments, each progress payment shall cover the Recipient's actual Eligible Expenditures incurred during the Payment Period as approved by Canada following submission by the Recipient of the financial claim referred to in section 8.4 (1).

8.4 (1) Following the end of each Payment Period of the Agreement, the Recipient shall provide Canada with a financial claim using a form provided by Canada and signed/certified as true and accurate by an authorized official (or officials) of the Recipient. The financial claim shall contain:

(a) a summary breakdown, per cost category in the Project Budget, of Eligible Expenditures incurred during the Payment Period;

(b) an updated forecast of Project expenditures;

(c) an activity report describing the work completed on the Project during the Payment Period; and

(d) any supporting documentation relative to the financial claim that may be requested by Canada (e.g. a copy of the general ledger).

(2) The Recipient shall submit the financial claim required under subsection (1) no later than,

(a) if the Payment Period is monthly, **fifteen (15) days** following the Payment Period; and

(b) if the Payment Period is quarterly, **thirty (30) days** following the Payment Period.

8.5 (1) Canada may withhold any advance payment due to the Recipient under this Agreement

(a) if the Recipient has failed to submit when due

(i) a financial claim under section 8.4 (1); or
(ii) any other document required by Canada under this Agreement; or

(b) pending the completion of an audit of the Recipient's books and records, should Canada decide to undertake such an audit.

(2) Canada may also withhold any progress payment due to the Recipient under this Agreement

(a) if the Recipient has failed to submit when due any other document required by Canada under this agreement; or

(b) pending the completion of an audit of the Recipient's books and records, should Canada decide to undertake such an audit.

8.6 Canada may retain a holdback of an amount up to 10% of its maximum contribution at the end of the Project Period pending

(a) receipt and verification by Canada of a final financial claim for the last Payment Period where advances have been made,

(b) receipt and acceptance by Canada of the final report for the Project that the Recipient is required to submit to Canada under the terms of this Agreement, and

(c) receipt of any other Project-related record that may be required by Canada.

Signatures		
RECIPIENT	RECIPIENT	CANADA
DATE	DATE	DATE

SIGNING OFFICERS FORM
CONTRIBUTION AGREEMENT

NOTICE TO SIGNATORIES

The information provided is collected under the authority of the *Department of Human Resources and Skills Development Act and the Department of Social Development Act.* The information in this Signing Officers Form will be used and may be disclosed for the purposes of validating the identity of individuals within the applicant organization having the authority to sign agreements, cheques, payment claims and reports. Signatories to this form may be asked to provide additional information and/or documentation confirming their respective identities and roles within the recipient organization. This form is also to be used to support claim payments and monitoring throughout the project life cycle.

Completion of this form is voluntary; however, refusal to provide information will result in the applicant not being considered for funding.

The information provided may be shared with external consultants, review committee members, officials in other departments, federal, provincial and/or territorial governments or Members of Parliament for the purpose of review and verification.

The information provided may be used and/or disclosed for policy analysis, research and/or evaluation purposes. In order to conduct these activities, various sources of information under the custody and control of Human Resources and Skills Development Canada (HRSDC) may be linked. However, these additional uses and/or disclosures of personal information will never result in an administrative decision being made about an individual.

Personal information gathered in this form and/or made available to HRSDC for further identification purposes, will be administered in accordance with the *Privacy Act* and the provisions governing the protection of personal information that are set out in the *Department of Human Resources and Skills Development Act and the Department of Social Development Act*, as applicable. The *Privacy Act* provides every person with a right to the protection of, and access to their personal information, which is described in Personal Information Bank(s) HRSDC PPU 298

CERTIFICATION

The Persons providing a specimen signature within this form, in so signing certify as follows:

a) that I am the person with the name indicated alongside my specimen signature;

b) that I will make available to Human Resources and Skills Development Canada, upon their request, the necessary documentation for the purposes of further identification; and,

c) that I hold the title listed below and, in this capacity, am authorized to sign on behalf of the applicant organization in accordance with the organization's incorporating documents, bi-laws, or other relevant documents.

Section 1: Signing Officers for Agreement Purposes
(According to Letters, Patents or Other Incorporating Documents)

Please provide the name, title and specimen signature of the person(s) authorized to sign.

Title	Name	Specimen Signature
Mayor	Debbie Amaroso	
City Clerk	Malcolm White	
Deputy Clerk	Rachel Tyczinski	

How many of the above signatures are required to bind your organization onto a legal agreement? two (2)

Section 2: Signing Officers for Cheque purposes on behalf of your organization.

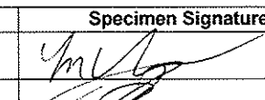
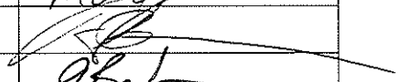
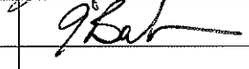
Please provide the name, title and specimen signature of the person(s) authorized to sign.

Title	Name	Specimen Signature
CAO	Joseph Fratesi	
Commissioner of Finance & Treasurer	William Freiburger	
Mayor	Debbie Amaroso	
Manager of Finance & Budgets	Shelley schell	

How many signatures are required to sign a cheque on behalf of your organization? two (2)

Section 3: Signing Officer for Claims, Forecast of Project Expenditures (FPE) or Activity Report submitted to HRSDC.

Please provide the name, title and specimen signature of the person(s) authorized to sign.

Title	Name	Specimen Signature
Commissioner of Social Services	Mike Nadeau	
Financial Manager Social Services	David Petersson	
Manager of Housing Programs	Jeff Barban	

How many signatures are required to sign a claim, forecast of project expenditures or activity reports submitted to HRSDC? two (2)

Legal Signing Officers for Agreement Purposes

Title	Name	Specimen Signature	**Effective Date
Mayor	Debbie Amaroso		
City Clerk	Malcolm White		
Deputy Clerk	Rachel Tyczinski		

**Effective Date: Date of the legal signing officer officially granted to sign the agreement.

How many of the above signatures (according to your letters patent or other incorporating documents) are required to bind your organization into a legal agreement? Two (2)

What combination of signatures (according to your letters patent or other incorporating documents) is required to bind your organization into a legal agreement? Two (2)

Legal Signing Officers for Cheque Purposes

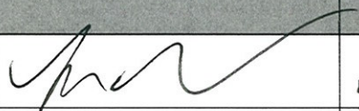
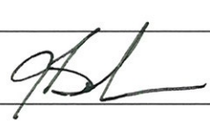
Title	Name	Specimen Signature	**Effective Date
CAO	Joseph Fratesi		
Commissioner of Finance & Treasurer	William Freiburger		
Mayor	Debbie Amaroso		
Manager of Finance & Budgets	Shelley Schell		

**Effective Date: Date of the legal signing officer officially granted to sign cheque.

How many of the above signatures are required to sign a cheque on behalf of your organization? Two (2)

What combination of signatures is required to sign a cheque on behalf of your organization? Two (2)

Signing Officers for Payment Claims or other Reports submitted to HRSDC

Title	Name	Specimen Signature	**Effective Date
Commissioner of Social Services	Mike Nadeau		3/20/13
Financial Manager Social Services	David Petersson		
Manager of Housing Programs	Jeff Barban		01/01/14

**Effective Date: Date of the legal signing officer officially granted to sign payment claims and reports.

How many of the above signatures are required to sign a payment claim form or other report submitted to HRSDC? Two (2)

What combination of signatures is required to sign a payment claim form or other report submitted to HRSDC? Two (2)

Date completed: _____
(YY/MM/DD)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-172

AGREEMENT: (P5) A by-law to authorize the execution of a Power of Attorney to appoint Cole International to provide Customs Clearance documents for U.S. Customs for shipments to the United States.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a Power of Attorney to appoint Cole International to provide Customs Clearance documents for U.S. Customs for shipments to the United States is attached as Schedule "A" hereto.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 11th day of August, 2014.

_____

MAYOR - DEBBIE AMAROSO

_____

DEPUTY CITY CLERK – RACHEL TYCZINSKI

cf LEGAL\STAFF\BYLAWS\2014\2014-172 Customs Clearance POA

CDN CLIENT - CUSTOMS POWER OF ATTORNEY

& Acknowledgement of Terms and Conditions of Service

US CUSTOMS

(2) ✓ *Appropriate box:*

- ☐ Individual
- ☐ Partnership
- ☑ Corporation
- ☐ Sole Proprietorship
- ☐ LLC

Importer # (1) 123029-02188

KNOW ALL MEN BY THESE PRESENTS, THAT (3) **Corporation of the City of Sault Ste. Marie**
(Full name of individual, partnership, corporation, sole proprietorship or limited liability Company)

Doing business as a (4) _ Corporation _ residing or having a principal place of business at (5) **99 Foster Drive, Sault Ste. Marie, ON**
(Indicate City and Province)

and doing business under the laws of the Province of (6) **Ontario**, hereby constitutes and appoints **Cole International USA Inc.** (hereinafter
(Province)

referred to as the "Attorney") and its Officers and duly authorized employees, and/or authorized agents, to act for and on its behalf as a true and lawful agent and attorney of the grantor for and in the name, place and stead of said grantor, from this date, in the United States (the "territory") either in writing, electronically, or by other authorized means, to:

Make, endorse, sign, declare, or swear to any customs entry, withdrawal, declaration, certificate, bill of lading, carnet or any other documents required by law or regulation in connection with the importation, exportation, transportation, of any merchandise in or through the customs territory, shipped or consigned by or to said grantor;

Perform any act or condition, which may be required by law or regulation in connection with such merchandise deliverable to said grantor; to receive any merchandise;

Make endorsements on bills of lading conferring authority to transfer title, make entry or collect drawback; and to make, sign, declare, or swear to any statement or certificate supplemental statement, schedule, supplemental schedule, certificate of delivery, certificate of manufacture, certificate of manufacture and delivery, abstract of manufacturing records, declaration of proprietor on drawback entry, declaration of exporter on drawback entry, or any other affidavit or document which may be required by law or regulation for drawback purposes, regardless of whether such bill of lading, sworn statement, schedule, certificate, abstract, declaration, or other affidavit or document is intended for filing with Customs;

Sign, seal, and deliver for and as the act of said grantor any bond required by law or regulation in connection with the entry or withdrawal of imported merchandise or merchandise exported with or without benefit of drawback, or in connection with the entry, clearance, lading, unlading or navigation of any vessel or other means of conveyance owned a operated by said grantor, and any and all bonds which may be voluntarily given and accepted under applicable laws and regulations, consignee's and owner's declarations provided for in section 485, Tariff Act Of 1930, as amended, or affidavits in connection with the entry of merchandise;

Sign and swear to any document and to perform any act that may be necessary or required by law or regulation in connection with the entering, clearing, lading, unlading, or operation of any vessel or other means of conveyance owned or operated by said grantor;

Authorize other Customs Brokers duly licensed within the territory to act as grantor's agent; to receive, endorse and collect checks issued for Customs duty refunds in grantor's name drawn on the Treasurer of the United States; if the grantor is a nonresident of the United States, to accept service of process on behalf of the grantor;

And generally to transact Customs business, including filing of claims or protests under section 514 of the Tariff Act of 1930,or pursuant to other laws of the territories, in which said grantor is or may be concerned or interested and which may properly be transacted or performed by an agent and attorney;

Giving to said agent and attorney full power and authority to do anything whatever requisite and necessary to be done in the premises as fully as said grantor could do if present and acting, hereby ratifying and confirming all that the said agent and attorney shall lawfully do by virtue of these presents;

Non-Solicitation: Customer will not solicit for employment, employ, hire, consult with, or otherwise retain, directly or indirectly, the services of any personnel of the Attorney during the term of this Agreement and for a period of year (1) year following expiration or termination of this Agreement, except with the prior written consent of the Attorney. Any such actions in violation of these provisions will be considered a Breach of this Agreement and will entitle the Attorney to seek either:

(i) immediate injunctive relief, and/or

(ii) payment equal to fifty percent (50%) of the personnel's total annual salary from the Customer to the Attorney as compensation for any violation of this provision

This Power of Attorney to remain in full force and effect until revocation in writing is duly given to and received by grantee (if the donor of this Power of Attorney is a partnership, the said power shall in no case have any force or effect in the United States after the expiration of 2 years from the dates of its execution);

Grantor acknowledges receipt of Cole International USA Inc. Terms and Conditions of Services governing all transactions between the Parties.

If the Grantor is a Limited Liability Company, the signatory certifies that he/she has full authority to execute this power on behalf of the Grantor.

IN WITNESS WHEREOF, the said (7) Corporation of the City of Sault Ste. Marie caused these presents to be sealed and
(Full Name of Company)

signed: (8) _____ (Capacity): (9) Treasurer
(Signature)

Date: (10) 08/12/2014

Method of Payment Information from US Customs:

If you are the importer of record, payment to the broker will not relieve you of liability for US Customs charges (duties, taxes, or other debts owed Customs) in the event the charges are not paid by the broker. Therefore, if you pay by check, Customs charges may be paid with a separate check payable to the "US Customs Service" which shall be delivered to Customs by the broker. Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks.

Cole International

CDN CLIENT - CUSTOMS POWER OF ATTORNEY

US CUSTOMS

Non-Resident Corporate Certification

(To be made by an officer of other than the one who executes the power of attorney)

I, (12) Debbie Amaroso (Name of officer executing the Corporate Certification), certify that I am the (13) Mayor (Title of Officer)

of (14) Corporation of the City of Sault Ste. Marie (Name of Corporation) organized under the laws of the Province or Country of (15) Ontario (Province or Country)

that (16) William Freiburger (Name of person signing the Power of Attorney), who signed this power of attorney on behalf of the donor, is the

(17) Treasurer (Title of person signing the Power of Attorney) of said corporation; and that said power of attorney was duly signed, sealed, and attested for and in behalf of said corporation by authority of its' governing body as the same appears in a resolution of the Board of Directors passed at a regular meeting held on

the (18) 11th day of August, 20 14 now in my possession or custody.
(Date the corpoartion recognized granting Power of Attorney to Cole International USA Inc.)

Affix Seal, Scroll or Adhesive here

I further certify that the resolution is in accordance with the articles of incorporation and bylaws of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, at the City of Sault Ste. Marie (Name City where certification signed)

this (19) _____ day of August, 20 14.

(20) _____ (Signature)

(21) _____ (Dated)

If the corporation has no corporate seal, the fact shall be stated, in which case a scroll or adhesive shall appear in the appropriate, designed place.

Customs powers of attorney of residents (including resident corporations shall be without power of substitution except for the purpose of executing shipper's export declarations. However, a power of attorney executed in favor of a licensed customs broker may specify that the power of attorney is granted to the customs broker to act through any of its licensed officers or any employee specifically authorized to act for such customs broker by power of attorney.

If you are the importer of record, payment to the broker will not relieve you of liability for Customs charges (duties, taxes or other debts owed Customs) in the event the charges are not paid by the broker. Therefore, if you pay by check, Customs charges may be paid with a separate check payable to the "U.S. Customs Service" which shall be delivered to Customs by the broker.

Importers who choose to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks.

CDN CLIENT - CUSTOMS POWER OF ATTORNEY

Terms and Conditions of Service

US CUSTOMS

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other document(s) shall govern those services.

1. Definitions.
(a) "Company" shall mean ***Cole International USA, Inc.***, its subsidiaries, related companies, agents and/or representatives; (b) "Customer" shall mean the person for which the Company is rendering service, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. **It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;** (c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form; (d) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier"; (e) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

2. Company as agent. The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export documentation on behalf of the Customer and other dealings with Government Agencies: as to all other services, Company acts as an independent contractor.

3. Limitation of Actions.
(a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within ninety (90) days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer. (b) All suits against Company must be filed and properly served on Company as follows: (i) For claims arising out of ocean transportation, within one (1) year from the date of the loss; (ii) For claims arising out of air transportation, within two (2) years from the date of the loss; (iii) For claims arising out of the preparation and/or submission of an import entry(s), within seventy five (75) days from the date of liquidation of the entry(s); (iv) For any and all other claims of any other type, within two (2) years from the date of the loss or damage.

4. No Liability For The Selection or Services of Third Parties and/or Routes. Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

5. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.

6. Reliance On Information Furnished.
(a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with the Customs Service, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customers behalf; (b) In preparing and submitting customs entries, export declarations, applications, documentation and/or export data to the United States and/or a third party, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to insure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect or false statement by the Customer upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

7. Declaring Higher Value To Third Parties. Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefore; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

8. Insurance. Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

9. Disclaimers; Limitation of Liability.
(a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services; (b) Subject to (c) below, Customer agrees that in connection with any and all services performed by the Company, the Company shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Customer, including loss or damage to Customer's goods, and the Company shall in no event be liable for the acts of third parties; (c) In connection with all services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefore, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s). (d) In the absence of additional coverage under (b) above, the Company's liability shall be limited to the following: (i) where the claim arises from activities other than those relating to customs brokerage, $50.00 per shipment or transaction, or (ii) where the claim arises from activities relating to "Customs business," $50.00 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less; (e) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages even if it has been put on notice of the possibility of such damages.

10. Advancing Money. All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

11. Indemnification/Hold Harmless. The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability arising from the importation or exportation of customers merchandise and/or any conduct of the Customer, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

12. C.O.D. or Cash Collect Shipments. Company shall use reasonable care regarding written instructions relating to "Cash/Collect" on "Deliver (C.O.D.)" shipments, bank drafts, cashiers and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall have not liability if the bank or consignee refuses to pay for the shipment.

13. Costs of Collection. In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Company.

14. General Lien and Right To Sell Customer's Property.
(a) Company shall have a general and continuing lien on any and all property of Customer coming into Company's actual or constructive possession or control for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both; (b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien. (c) Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

15. No Duty To Maintain Records For Customer. Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "record keeper" or "recordkeeping agent" for Customer.

16. Obtaining Binding Rulings, Filing Protests, etc. Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre- or post Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

17. Preparation and Issuance of Bills of Lading. Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer.

18. No Modification or Amendment Unless Written. These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

19. Compensation of Company. The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

20. Severability. In the event any Paragraph(s) and/or portion(s) hereof are found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect.

21. Governing Law; Consent to Jurisdiction and Venue. These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of ***Nevada*** without giving consideration to principals of conflict of law.
Customer and Company (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of ***Nevada***; (b) agree that any action relating to the services performed by Company, shall only be brought in said courts; (c) consent to the exercise of in personae jurisdiction by said courts over it, and (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction. Terms and Conditions on second page

Initials_____

CDN CLIENT - CUSTOMS POWER OF ATTORNEY

Instructions

US CUSTOMS

1.) Please indicate your corporate I.R.S.# /Social Security #/ - for U.S. Companies only, also please indicate your Customs Assigned Non Resident Importer Number (For Canadian Companies Only).

2.) Check appropriate box to indicate type of entity.

3.) Individual – State persons name.

Partnership – Indicate full name of each partner and partnership name. Sole Proprietorship – Indicate full name of individual and company. Corporation – Indicate full legal company name.

4.) Type of business as specified in # 2.

5.) City & State/Province.

6.) Indicate the state, province or country under whose laws you operate.

7.) Full Legal name of corporation, individual, sole proprietorship, partnership, or LLC who is granting Power of Attorney.

8.) Signature of individual indicated in # 7.

9.) Title of individual indicated in # 8. (see below)

10.) Date power of attorney is being granted.

11.) Omitted. Not required.

12.) Name of individual officer executing the Non-Resident Corporation Certification.

13.) Title of individual indicated in # 12.

14.) Name of Corporation.

15.) Indicate the state, province or country under whose laws your company operates.

16.) Name of person signing front of power of attorney. (Same as # 7)

17.) Title of person signing front of power of attorney. (Same as # 9)

18 & 19.) Date the corporation recognized granting power of attorney to Cole International USA Inc.

20.) Signature if officer executing the corporate certification.

21.) Date

* ALL SPACES MUST BE FILLED IN UNLESS OTHERWISE INDICATED.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-173

AGREEMENT: (P5) A by-law to authorize the execution of a Contract between the City and Bell Mobility for the provision of Cellular Devices and service for a period of four (4) years commencing September 1, 2014.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a Contract made between the City and Bell Mobility, a copy of which is attached as Schedule "A" hereto. This agreement is for the provision of Cellular Devices and service for a period of four (4) years commencing September 1, 2014.

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 11th day of August, 2014.

_____

MAYOR - DEBBIE AMAROSO

_____

DEPUTY CITY CLERK – RACHEL TYCZINSKI

cf LEGAL\STAFF\BYLAWS\2014\2014-173 Bell Mobility

BELL MOBILITY CORPORATE ACCOUNT AGREEMENT

Name of Client:	SAULT STE MARIE, CITY OF	
Client Address for Billing and Notice:	99 FOSTER DR SAULT ST MARIE ON P6A 5N1	
Client Contact Name:	Tim Gowans	Tel: (705) 759-5298
Client Contact Email Address for Notice:	t.gowans@cityssm.on.ca	
Bell/Agent Contact Name:	ALGOMA TELEPHONE SYSTEMS	Tel: (705) 759-8999
Bell/Agent Contact Email Address:	llehtinen@atsbell.com	
Initial Term of Agreement **("Initial Term")**	Start Date (DD/MM/YYYY): 01/09/2014	End Date (DD/MM/YYYY): 01/09/2018

For good and valuable consideration Client and Bell Mobility Inc., located at 1 carrefour Alexander Graham Bell, Building A7, Verdun, Quebec, H3E 3B3 ("**Bell**") agree:

1. Services: Bell shall provide the services associated with the rate plan(s) set out in Section 4 (the **"Rate Plan(s)"**), and/or other services used or requested by Client or its Users (collectively with the Rate Plans, the**"Services"**), in connection with each wireless communication device intended for use with the Services (including any replacements or upgrades thereto) (a **"Device"**) activated for Client or its Users on the Bell network, on the terms and conditions set out in this Agreement including the General Terms and Conditions found at bell.ca/caaterms, which are incorporated by reference into and form a part of this Agreement. Bell enters into this Agreement for itself and as agent for: MTS Allstream Inc. (**"MTS"**) (except with respect to HSPA Devices activated in Manitoba), Saskatchewan Telecommunications (**"SaskTel"**), NorthernTel Limited Partnership (**"NorthernTel"**) and Telebec Limited Partnership (**"Telebec"**) with respect to Devices activated in their respective territories. **"Bell Mobility Inc."** and "Bell" as used in this Agreement include MTS, SaskTel, NorthernTel and Telebec. "User" means each individual user of the Services who is an employee or other authorized representative of Client or its subsidiaries. **"Client"** includes all or any Users. **"Device"** includes but is not limited to a mobile phone, pager, Smartphone, tablet, wireless modem, connection card or mobile Internet stick, handheld or other computer, SIM (subscriber identity module) card, and any replacements or upgrades of these. Devices are provisioned with certain Services; not all Services can be blocked at Client's request.

2. Fees, Minimum Commitment and Pricing Adjustments:

(a) Client shall pay the fees and charges referenced in Sections 2(c) and (d), 4 and 5 and any late payment charges (collectively, the **"Fees"**) and all applicable taxes, without set-off, in accordance with this Agreement. A User may transfer to a rate plan other than the Rate Plan(s) (as defined in Section 4), on payment of applicable change fees, but the User and Client shall not receive the discounts or special pricing offered under this Agreement with respect to that User, including for any added features and services.

(b) During the Term Client agrees to maintain the minimum number of Devices, set out in Section 6, activated on the Bell network under the Rate Plan(s) (**"Activated"**) and invoiced under the "CORP" option set out in Section 7 below. If the minimum number of Devices (i) is not Activated within the number of days of the Start Date set out in Section 6 and/or (ii) does not remain Activated at all times during the Term, Bell may change or eliminate any special pricing or discounts provided to Client and require payment of any amounts owed as if the Client had not qualified for discounts or special pricing. A Device activated on the Bell network prior to the Start Date and not deactivated will be included in the minimum number of Devices once the Rate Plan and features have been assigned to the Device. To the extent any rebates on Device prices are offered to Client in exchange for certain commitments, they are available only while supplies of the Devices last.

(c) *Service Agreement Price Adjustment:* In exchange for consideration including but not limited to a reduction or rebate on the price of the Devices, any one-time credit for porting-in a phone number to Bell, or any Service Commitment Period beyond 30 days, Client agrees to either (i) continue to subscribe to an eligible monthly rate plan from Bell for each Device activated until the end of the current term commitment under the applicable User's individual written service agreement (the **"Service Commitment Period"**), or (ii) pay a price adjustment (the **"Service Agreement Price Adjustment"** or **"SAPA"**) plus applicable taxes if (A) the Device is not activated within 45 days of the purchase date, or (B) the Device and Services are terminated by Client or User, or Bell in the case of non-payment or other breach of this Agreement by Client, before the end of the Service Commitment Period. The SAPA is the greater of (i) $100 or (ii) $20 per month remaining in the Service Commitment Period after termination, to a maximum of $400, plus taxes.

(d) *Data Service Agreement Price Adjustment.* In exchange for additional promotional consideration, including additional reductions or rebates on the price of a Device, in connection with activating a data feature or plan on such Device, Client agrees to either (i) continue to subscribe to such data feature or plan until the end of the Service Commitment Period, or (ii) pay a data price adjustment (**"Data Service Agreement Price Adjustment"** or **"DSAPA"**) plus applicable taxes if (A) the Device is not activated within 45 days of the purchase date, or (B) the data plan or feature is terminated by Client or User, or by Bell in the case of non-payment or other breach of this Agreement by Client, before the end of the Service Commitment Period, or (C) Client or User changes to a lower-priced data plan or feature. The DSAPA, which is payable in addition to the SAPA, is the amount of the "Data Credit" set out on the individual User's service agreement relating to the Device, divided by the total number of months in the Service Commitment Period, multiplied by the number of months remaining in the Service Commitment Period after

termination up to a maximum of $200, plus taxes. The foregoing DSAPA calculation applies in respect of Devices and Services purchased under this Agreement from and after June 20, 2010. For purchases prior to that date the following calculation will be used: the DSAPA is $200 if the data feature or plan is terminated within 12 months of activation. Sections 2(c) and (d) apply even after the expiration of the Term or other termination of the Agreement, for all Users remaining activated.

(e) Provided that Client has maintained continuous, uninterrupted voice and data services for a period of at least 24 consecutive months in respect of a particular Device, the User of such Device shall be entitled to receive Bell's then-current hardware upgrade offers provided that Client agrees (a) to pay the then-current rates for hardware (based on the applicable Service Commitment Period without any additional discounts; and (b) that certain offers available only to new subscribers may not be available to Client in connection with such upgrades.

3. Term and Termination. Client may terminate this Agreement or the Services for a Device at any time during the Initial Term by providing 30 days prior written notice to the Bell contact above. Client shall pay any applicable SAPA and DSAPA plus taxes. Other termination rights are set out in Section 20 of the General Terms and Conditions. After the Initial Term expires (unless earlier terminated), this Agreement will continue in effect on the same terms and conditions on a month-to-month basis until either party gives the other 30 days advance written notice of termination. The Initial Term and any additional period of time before termination are collectively referred to as the "Term". After the Initial Term Bell may change the Rate Plan(s) and Fixed Fees, and make any other changes to this Agreement or the Services, by giving Client at least 30 days advance written notice. After this Agreement is terminated no new Devices may be activated hereunder and Sections 2(b) and 6 shall not apply. However, Bell will continue to provide and Client will continue to receive the Services for each existing Device until Bell, Client or a User deactivates a Device and terminates the related Services, and the terms of this Agreement will otherwise continue to apply during such time with respect to such Services and Devices.

4. Rate Plan(s). During the Term Bell will make the following plan(s) available to Client at the prices listed below, subject to the terms and conditions of this Agreement, and subject to Device compatibility, effective as of:
120 days from date of first bill cycle after Start Date.

Business Plan – per user, per month (Airtime)	
Rate plan name:	PFO - Data Flex - Tier 1 - Up to 300 MB - $15.25
Included usage:	300 MB
Share Plan:	No
Subscribers contract terms:	48
Included features:	.
Monthly Access Fee:	
Basic:	$ 15.25
% Discount *:	0.00%
Airtime Rate per minute or megabyte:	
Local Voice Rate:	$ 0.00
Canadian Long Distance Voice Rate:	$ 0.02
US Long Distance Voice Rate:	$ 0.15
Voice Roaming Rate:	$ 1.45
Data Rate:	n/a
US Data Roaming Rate:	$ 6.14/MB
Other Charges:	
System Access Fee:	n/a
911 Fee:	n/a
One time Connection Charge:	n/a
Other:	

Business Plan – per user, per month (Airtime)	
Rate plan name:	PFO - Data Flex - Tier 2 - Up to 1 GB - $30.00
Included usage:	1,024 MB
Share Plan:	No
Subscribers contract terms:	48
Included features:	.
Monthly Access Fee:	
Basic:	$ 30.00
% Discount *:	0.00%
Airtime Rate per minute or megabyte:	
Local Voice Rate:	$ 0.00
Canadian Long Distance Voice Rate:	$ 0.02
US Long Distance Voice Rate:	$ 0.15
Voice Roaming Rate:	$ 1.45
Data Rate:	n/a
US Data Roaming Rate:	$ 6.14/MB
Other Charges:	
System Access Fee:	n/a
911 Fee:	n/a
One time Connection Charge:	n/a
Other:	

Business Plan – per user, per month (Airtime)	
Rate plan name:	PFO - Data Flex - Tier 3 - Up to 6 GB - $45.00
Included usage:	6,144 MB
Share Plan:	No
Subscribers contract terms:	48
Included features:	.
Monthly Access Fee:	
Basic:	$ 45.00
% Discount *:	0.00%
Airtime Rate per minute or megabyte:	
Local Voice Rate:	$ 0.00
Canadian Long Distance Voice Rate:	$ 0.02
US Long Distance Voice Rate:	$ 0.15
Voice Roaming Rate:	$ 1.45
Data Rate:	n/a
US Data Roaming Rate:	$ 6.14/MB
Other Charges:	
System Access Fee:	n/a
911 Fee:	n/a
One time Connection Charge:	n/a
Other:	

Business Plan – per user, per month (Airtime)	
Rate plan name:	PFO - Data Flex - Tier 4 - Up to Unlimited - $50.00
Included usage:	9,999 MB
Share Plan:	No
Subscribers contract terms:	48
Included features:	.
Monthly Access Fee:	
Basic:	$ 50.00
% Discount *:	0.00%
Airtime Rate per minute or megabyte:	
Local Voice Rate:	$ 0.00
Canadian Long Distance Voice Rate:	$ 0.02
US Long Distance Voice Rate:	$ 0.15
Voice Roaming Rate:	$ 1.45
Data Rate:	n/a
US Data Roaming Rate:	$ 6.14/MB
Other Charges:	
System Access Fee:	n/a
911 Fee:	n/a
One time Connection Charge:	n/a
Other:	

Business Plan – per user, per month (Airtime)	
Rate plan name:	PFO - Unlimited Voice - $5
Included usage:	9,999 min
Share Plan:	No
Subscribers contract terms:	48
Included features:	Message Centre or NAT Call Display Unlimited Text (MMS $0.50/msg) Call Waiting Call Forwarding Conference Calling BM2BM National
Monthly Access Fee:	
Basic:	$ 5.00
% Discount *:	0.00%
Airtime Rate per minute or megabyte:	
Local Voice Rate:	$ 0.00
Canadian Long Distance Voice Rate:	$ 0.02
US Long Distance Voice Rate:	$ 0.15
Voice Roaming Rate:	$ 1.45
Data Rate:	n/a
US Data Roaming Rate:	$ 6.14/MB
Other Charges:	
System Access Fee:	n/a
911 Fee:	n/a
One time Connection Charge:	n/a
Other:	

Features and Services	Feature Rate	Discount Percentage *	Included usage	Additional usage charge
Canadian Long Distance Evenings and Weekends - $35	$ 35.00	82.14%	0 min	$ 0.00
Canadian MMS - $0.50/ incoming & outgoing	$ 0.50	0.00%	0	$ 0.00
International Data - Asia / Australia / Africa / South America $15/MB	$ 15.00	0.00%	0 MB	$ 15.00
International Data - Europe $10/MB	$ 10.00	0.00%	0 MB	$ 10.00
International Voice - Africa $4/min	$ 4.00	0.00%	0 min	$ 4.00
International Voice - Asia / Australia / South America $3/min	$ 3.00	0.00%	0 min	$ 3.00
International Voice - Europe $2/min	$ 2.00	0.00%	0 min	$ 2.00
PFO - Data Flex - Tier 1 - Up to 300 MB - $15.25	$ 15.25	0.00%	300 MB	$ 0.00
PFO - Data Flex - Tier 2 - Up to 1 GB - $30.00	$ 30.00	0.00%	1,024 MB	$ 0.00
PFO - Data Flex - Tier 3 - Up to 6 GB - $45.00	$ 45.00	0.00%	6,144 MB	$ 0.00
PFO - Data Flex - Tier 4 - Up to Unlimited - $50.00	$ 50.00	0.00%	9,999 MB	$ 0.00
Push-to-talk Unlimited Cdn	$ 15.00	86.67%	0	$ 0.00
US Data Roaming - $6.14/MB	$ 6.14	0.00%	0 MB	$ 6.14
US Voice Roaming - $1.45/min	$ 1.45	0.00%	0 min	$ 1.45
US/International SMS - Unltd Received - $0.75/sent (US/Europe/Asia/Africa/Australia/South America)	$ 0.75	0.00%	0	$ 0.00

* Subject to the terms of this Agreement, Bell will not increase those Fees, or reduce or eliminate those discounts, as applicable, which are marked with an asterisk above (the "Fixed Fees") during the Initial Term, as long as Client remains qualified to, and does, receive the above Rate Plan(s) throughout the Term with the minimum number of Devices set out in Section 6. Discount applies to Basic Rates. Otherwise Bell may change or add Fees in respect of Services Client subscribes to during the Term by giving Client at least 30 days advance notice. Fees for other Services will be as posted from time to time on Bell's website or notified by other means.

Rates do not include fees. Bell is required to collect by some provincial governments a charge related to provincially or municipally provided 911 emergency services.If a charge for provincial or municipal 911 emergency services is invoiced to Client, Client agrees to pay this amount to Bell and Bell shall remit the required amount to the applicable government.

If the Rate Plan grid above shows the item "Tethering" and it is shown as "Included", any use of the Device as a modem for a laptop or other computer will be included in the monthly data plan with overage charged at the per Megabyte rate shown above. If the "Tethering" item does not appear in the grid, or is shown as "Not Included", such use will not be included in the monthly data plan but all such use will instead be billed at standard pay per use rates.

For phone or smartphone users, emergency call routing with enhanced capabilities (known as e911 phase 2), which enables emergency services to more accurately determine the location of a caller is available in Bell coverage areas where technology permits. Visit bell.ca/e911 for details.

5. Services and Fees. Client shall pay all charges invoiced, including for all Services in respect of each Device. Charges payable include, but are not limited to, charges for any wireless voice, data and other Services provided by or through Bell, including monthly access, local airtime, system access, data network access and usage, plans, 911 (provisioning of emergency call routing), voicemail, call display, other features, long distance and roaming (for which Client will also be charged for foreign taxes that Bell incurs in providing such long distance and roaming services), paging, text, picture, video or other messaging, content, downloads, applications, streaming, browser usage, Internet access, Wi Fi hotspot usage, other usage, wireless payment and other transactions, number transfers, client care, data support, professional services, activation, programming, changes (such as account transfer or change of rate plans), SIM cards, upgrades, "loaner" devices, out-of-warranty servicing, administration (such as for NSF cheques and reinstatement after suspension, and collection efforts) and re-connection. Note that certain older (legacy) rate plans may also contain charges for the system access fee (SAF) and/or 911 (emergency call routing) fee. Where applicable, these fees are charged as part of the consideration for Bell providing wireless services to Client. Such fees are not required by nor collected for the government. Client may select one of the rate plans set out in the tables within Section 4 of this agreement which do not contain SAF or 911 fees. Client shall also pay all charges for Devices (including upgrade or replacement charges), software, other equipment and accessories, and shipping and handling charges. Charges other than the Fixed Fees shall be in accordance with Bell's standard pricing policies from time to time. Clients who cancel a feature included in the Monthly Access Fee will continue to pay the full Monthly Access Fee. **Important: Pay Per Use Data Transport Charges; Acceptable Use provisions:** USING CERTAIN FEATURES, SERVICES AND APPLICATIONS ON OR WITH A DEVICE, DOWNLOADING CONTENT, AND USING THE DEVICE AS A MODEM FOR CONNECTIVITY (SUCH AS TO CONNECT A PERSONAL COMPUTER OR OTHER DEVICE TO THE INTERNET) MAY RESULT IN PER-KILOBYTE OR PER-MEGABYTE DATA TRANSPORT CHARGES. If Client subscribes to a data plan, Client will be charged additional per-kilobyte or per-megabyte rates as set out in the plan, for any data transport usage in excess of the data transport included in the monthly data plan fee. Client acknowledges certain restrictions on use apply to the Services, including any unlimited data features or plans, and are set out in Section 13 of the General Terms and Conditions.

6. Minimum number of Activated Devices: 283; Number of days from Start Date for Activation of minimum number of Devices: 120

7. Invoicing: Check one or both below, as applicable. If both are checked, Client shall identify which Users are to be included on the "CORP" invoice. **The INDV option is not intended for non-business Devices.**

[X] CORP Client will receive one monthly invoice for all Users (or identified Users, as applicable) addressed to the address and contact set out above.

[ ] INDV Invoices for Services provided to a User will be sent to that User at the address and contact name provided by such User. Anticipated number of INDV Users: _____

8. Arbitration: To the extent permitted by applicable law and unless otherwise agreed, all disputes and claims pertaining to the Agreement, Services or Bell's advertising, marketing, or sale or provision of Services shall be determined by final and binding arbitration by a single arbitrator to the exclusion of the courts in the province in which the address Client provided in this Agreement is located (or the Province of Ontario if the address is outside of Canada), and in accordance with (a) Bell's arbitration policy located at www.bell.ca/ArbitrationPolicy, as it may be amended by Bell from time to time; and (b) the applicable arbitration legislation in effect in the province or territory of referred to in this Section. For further clarification, for the purposes of this Agreement, all references in the aforementioned arbitration policy to Bell Canada will read as references to Bell Mobility Inc.

By signing below, Client:

- **Acknowledges that it has read, understands and agrees with all the terms and conditions in this Agreement;**
- **HAS REVIEWED AND ACCEPTS THE ADDITIONAL TERMS AND CONDITIONS FOUND AT BELL.CA/CAATERMS WHICH ARE INCORPORATED TO FORM PART OF THIS AGREEMENT AS IF SET OUT HEREIN, including the limitation of Bell's liability and Client's joint and several liability with Users;**
- **Consents to the collection, use and disclosure of information that Bell may require from time to time, including the verification of the information provided herein and credit information; and**
- **Agrees to the application of the SAPA and DSAPA as described above.**

Bell Mobility Inc.	**Name of Authorized Sales Agent(Dealer) (if applicable)**	**SAULT STE MARIE, CITY OF**
Authorized Signature	Authorized Signature of Dealer	Authorized Signature of Client
Name	Name	Name
Title	Title	Title
Date Signed By Customer (DD/MM/YYYY):		

This Agreement is binding only once signed by Bell Mobility Inc.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-174

AGREEMENT: (E2.3) A by-law to authorize the execution of a funding agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of the Environment who is responsible for Environment Canada, for the Inflow and Infiltration Study (ARN14-412).

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

1. **EXECUTION OF DOCUMENT**

The Mayor and Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a funding agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of the Environment who is responsible for Environment Canada, a copy of which is attached as Schedule “A” hereto. This agreement is for the Inflow and Infiltration Study (ARN14-412).

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 11th day of August, 2014.

_____

MAYOR - DEBBIE AMAROSO

_____

DEPUTY CITY CLERK – RACHEL TYCZINSKI

wl LEGAL\STAFF\BYLAWS\2014\2014-74 ENVIRONMENT CANADA FUNDING AGREEMENT.DOC

CONTRIBUTION AGREEMENT

BETWEEN **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**
as represented by the Minister of the Environment who is responsible for Environment Canada (“EC”)

AND **The Corporation of the City of Sault Ste. Marie**
(“Recipient”)

Project Title: Infiltration and Inflow Study (ARN14-412).

Whereas EC is responsible for the Transfer Payment Program entitled "Sustainable Ecosystems", which provides the authority to enter into this Agreement under the program: Great Lakes Sustainability Funds (GLSF) (“EC Program”) ;

Whereas the Recipient is eligible and has the capacity to carry out the Project;

Whereas the Recipient is providing or has secured additional funds from other interested parties totalling $84,007 and thereby is meeting the EC Program requirement to obtain funding from other sources;

Whereas the Recipient shall not generate profit as a direct result of the Project directly supported by this agreement;

Whereas EC wishes to provide financial assistance to the Recipient to enable it to undertake the Project;

Whereas EC and the Recipient enter into this Agreement recognizing that the Recipient has begun the Project and incurred related costs, EC may, pursuant to the terms and conditions of this Agreement, reimburse the Recipient for Eligible Expenditures incurred as of Apr 17, 2014;
Whereas the financial payment to the Recipient shall not directly result in EC acquiring a good or service from the Recipient; and,

Whereas this Agreement is the instrument under which EC’s contribution shall be made;

Now, therefore, this Agreement witnesses that in consideration of the mutual promises and agreements hereinafter set out, EC and the Recipient (“Parties”) agree as follows:

1. DEFINITIONS

Unless the context otherwise requires:

"Agreement" - means this document along with the appendices and schedules in following list which together form an integral part of this Agreement, and together constitute the entire agreement between the Parties, superseding all previous agreements, documents, representations, negotiations, understandings and undertakings related to its subject matter. The Recipient acknowledges having read the Agreement and agrees with the contents.

- Appendix A – General Terms and Conditions,
- Appendix B – Project Cashflow and Environment Canada Funding,
- Appendix C – Payment Request Form,
- Appendix D – Reporting Templates,

“EC Contribution” means the contribution referred to in Section 5a).

“Eligible Expenditure” means an expenditure incurred by the Recipient between Apr 17, 2014 and the Agreement End Date, according to the terms and conditions of Section 6.

“Fiscal Period” means the period or part of the period commencing April 1 and ending March 31 of any year during the Agreement.

“In Kind Contribution” means the cash-equivalent contribution in the form of a useful and valuable good, service or other support provided to the Project, for which no cash is exchanged but that is essential to the Project and that would have to be purchased on the open market, or through negotiation with the provider, if it were not provided.

“Project” means the project, activities or initiatives described in Section 4a).

“Total Canadian Government Funding” means the total cash and in-kind funding available to the Recipient for the Project from federal, provincial, territorial and municipal governments.

“Total Contribution” means the total value of the cash and in-kind contributions from all sources secured for expenditures related to the Project, as set out in Section 5b).

2. DURATION

This Agreement comes into force on the date of last signature ("Effective Date") and ends on March 31, 2017 ("Agreement End Date") unless this Agreement is terminated earlier in accordance with the terms of the Agreement.

The Project shall be completed by the Agreement End Date.

3. PURPOSE & EXPECTED RESULTS

The purpose of this Agreement is to establish the terms and conditions for the provision of EC’s Contribution to the Recipient.

EC's Contribution shall enable the Recipient to measure and track stormwater infiltration and inflow over 3 years (via a network of monitors and gauges) to identifiy areas with high flows and thus potentially mitigate wastewater overflows and bypasses to the St. Marys River.

This Agreement supports the objectives of the following EC program activity: 1.3.4 - Ecosystems Initiatives, with the expected result(s) of:

i. New knowledge and data produced by collaborating organizations contribute to the management and sustainability of Canadian ecosystems.

4. ACTIVITIES, PROJECT OR INITIATIVE BEING FUNDED

a) In order to achieve the expected results, the Recipient shall undertake the Project. The EC Contribution shall support, in whole or in part, the following key Project activities:

i. Establish and maintain a rain gauge network covering strategic locations across the community, to capture data on year-round precipitation over a period of 3 years.

ii. Set-up, and adjust as needed, a series of flow meters in the community's sanitary sewer system over a period of 3 years to help identify high-flow, problem areas that are potentially contributing to wastewater overflows and bypasses.

iii. Establish and maintain a data management system capable of receiving the information transmitted wirelessly from the rain gauges and some of the flow meters and calculating the approximate infiltration and inflow volumes.

iv. Review, analyze and record observations and insights gained from the collected data in addition to information collected from sanitary sewer maps, maintenance records, staff interviews, work orders, engineering reports, and wasterwater bypass records.

5. MAXIMUM AMOUNT OF CONTRIBUTION

a) EC agrees, subject to the terms and conditions of this Agreement, to contribute towards the Eligible Expenditures set out in this Agreement incurred by the Recipient to undertake the Project, up to a maximum amount of $25,000 cash.

b) The Total Contributions secured or provided by the Recipient for the Project is $109,007.

c) Of this total, the Total Canadian Government Funding (cash and in-kind) is $109,007 which represents 100% of the Total Contributions (cash and in-kind).

d) By the Effective Date the Recipient provided, and EC accepted, a project cashflow for the duration of Project as set out in Appendix B – Project Cashflow and Environment Canada Funding. EC's cash contribution shall be based on the agreed upon cashflow requirements, and the maximum amounts to be available for each Fiscal Period are as follows:

- for the Fiscal Period 2014-2015 in the amount of $25,000

6. ELIGIBLE EXPENDITURES

a) The following shall be Eligible Expenditures, if directly incurred for the purposes of the Project and if the terms and conditions set out in this Agreement are met by the Recipient, at the satisfaction of EC:

- Salaries and wages, including mandatory employment-related expenditures, when pre-approved by EC
- Contractors
- Material and supplies expenditures
- Other expenditures as pre-approved by EC as detailed in Appendix B – Project Cashflow and Environment Canada Funding
- The eligible expenditures above include any GST/HST that is not reimbursable by the Canada Revenue Agency and any PST not reimbursable by the Provinces

No overhead shall be included in the eligible expenditures in this Section.

b) Expenditures, other than those herein allowed, are ineligible unless specifically approved in writing by EC prior to the time the expenditures are incurred.

7. BASIS AND METHOD OF PAYMENT

a) Basis of Payment

Within the limits of Section 5 of the Agreement and Section 19 of Appendix A, and upon receipt and acceptance of any required reports and/or forms under this Agreement, and in accordance with EC's policies and the applicable laws relating to financial administration, as amended from time to time, EC agrees to pay the Recipient up to the maximum amount specified in Section 5a).

b) Method of Payment

i. The Recipient is eligible to receive payments for EC's Contribution stated in Section 5d) upon receipt and acceptance by EC of an accounting of the Eligible Expenditures directly incurred to-date by the Recipient for the purposes of undertaking the Project.

ii. The Recipient shall submit to EC requests for reimbursement of Eligible Expenditures using the prescribed form provided in Appendix C – Payment Request Form.

iii. Requests for reimbursement may be submitted to EC at any time during the Fiscal Period, but usually not more frequently than four times per Fiscal Period.

c) Final Payment

During the final Fiscal Period EC shall withhold a minimum of $2,500 of EC's Contribution allocated to the final Fiscal Period. EC shall issue the final payment to reimburse the unpaid balance of Eligible Expenditures upon receipt and acceptance by EC of the final report(s) required by Section 8. The Recipient shall submit the request for final payment with the final report(s) required by Section 8.

8. REPORTING

a) Financial Reporting

Cash Flow Statement
By the Effective Date of this Agreement, the Recipient has provided and both Parties have agreed to a cashflow statement for the entire period specified in Section 2, as detailed in Appendix B – Project Cashflow and Environment Canada Funding.

Financial Forecasting
By September 30 and December 31 the Recipient shall provide a financial forecast of the expenditures pertaining to the balance of the Fiscal Period.

Final Reporting
Following completion of the Project the Recipient shall, no later than 30 days after the Agreement End Date as referred to in Section 2, provide a final financial report including:

- a Project income and expenditure summary which shall identify all sources and use of the total Project funds over the duration of the entire Agreement;
- a statement detailing the use of EC's Contribution provided over the duration of the entire Agreement, including an explanation of any financial variances.

The accounting of total Project funding shall confirm that the Recipient continued to meet the eligibility requirements of the EC Program and identifies the need for any repayment, in part or in whole, of EC's financial contribution described in Section 5.

Per Section 7c), the Recipient shall submit the final request for payment when submitting the final report(s).

Certification / Attestation
All Financial Reports submitted by the Recipient shall be certified by a senior officer of the Recipient's organization (such as a CEO or CFO) attesting to the correctness and completeness of the financial information provided.

b) Project Activity Progress Reporting

Project Description
By the Effective Date of this Agreement, the Recipient has provided and both Parties have agreed upon a Project description for the entire period specified in Section 2.

Ongoing Communication
The Recipient shall make all reasonable efforts to respond to ad-hoc requests by EC for information on Project progress. The Recipient shall also advise EC immediately of any substantial events that could impact the Project timeline or cashflow requirements.

Final Reporting

Following completion of the Project the Recipient shall, no later than 30 days after the Agreement End Date as referred to in Section 2, provide a Project Performance Report with Project highlights, description of outcomes with respect to results set out in Section 3, quantitative and qualitative description of the accomplishments / success of the Project; challenges faced and solutions found, information on results (negative or positive) that were not anticipated, and lessons learned.

Per Section 7c), the Recipient shall submit the final request for payment when submitting the final report(s).

c) The Recipient shall provide the reports required by Section 8 using the templates provided by EC in Appendix D – Reporting Templates, or an alternative format as pre-approved by EC.

9. COMMUNICATIONS AND REQUESTS FOR PAYMENT

a) Any request for payment or notice or other formal communication between the Parties shall be:

i. delivered personally; or
ii. scanned and sent by email; or
iii. mailed by registered mail, return receipt requested; or
iv. sent by facsimile transmission, proof of transmission required, and addressed as follows:

for EC:

Department of the Environment
Rose Iantorno, G&C Administration Officer
Regional Director General's Office - Ontario / Great Lakes Areas of Concern section
4905 Dufferin Street
Toronto, Ontario
Canada, M3H 5T4

for the Recipient:

The Corporation of the City of Sault Ste. Marie
Catherine Taddo, Land Development & Environmental Engineer
99 Foster Drive
Sault Ste. Marie, Ontario
Canada, P6A 5X6

b) If such notice or other formal communication is delivered in person, it shall be deemed to have been received on the date of delivery. If such notice is sent by registered mail, it shall be deemed to have been received by the party on the fifth business day following the day it is so mailed, or on the day it is received whichever is earlier. If the notice is sent by email or facsimile transmission, it shall be deemed to be received as of the date of the transmission, and for facsimile as evidenced by an automated confirmation of transmissions.

10. SIGNATURES

The Parties have executed this Agreement by the hands of their duly authorized officers as follows:

For The Corporation of the City of Sault Ste. Marie

By: _____
(print name)

Title: _____
(print title)

Signature: _____

I represent and warrant that I am duly authorized to bind The Corporation of the City of Sault Ste. Marie

Signed this ____ day of _____, 20____

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of the Environment who is responsible for Environment Canada

By: Jon Gee

Title: Manager

Signature: _____

Signed this ____ day of _____, 20____

APPENDIX A
GENERAL TERMS AND CONDITIONS

1. APPROPRIATION

Payment of the EC Contribution shall be made at EC's discretion, which shall not be unreasonably withheld, and shall be subject to an annual appropriation of funds by the Parliament of Canada for the Fiscal Period in which any payment is to be made.

EC may reduce or terminate the EC Contribution in response to a reduction or a denial of an appropriation by the Parliament of Canada in accordance with Section 11d) of Appendix A.

2. ALLOCATION

EC may, in accordance with Section 11d) of Appendix A, reduce or terminate the EC Contribution in response to the Government of Canada's annual budget, a parliamentary, governmental or departmental spending decision, or a restructuring or re-ordering of the federal mandate and responsibilities that impact on the EC Program under which this Agreement is made.

3. PERSONS NOT TO BENEFIT AND LOBBYISTS

The Recipient warrants that:

a) no current or former public servant or public office holder to whom the Conflict of Interest Act, the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service applies shall derive direct benefit from this Agreement unless the provision or receipt of such benefit is in compliance with such legislation and codes;

b) no member of the Senate or the House of Commons shall be admitted to any share or part of this Agreement, or to any benefit arising from it, that is not otherwise available to the general public;

c) no bribe, gift, or other inducement has been paid, given, promised or offered to any person for, or with a view to, the obtaining of this Agreement by the Recipient;

d) it has not employed any person to solicit or secure this Agreement upon any agreement for commission, percentage, brokerage or contingent fee; and,

e) it and any person lobbying on its behalf to obtain the contribution under this Agreement or any benefit hereto related and who is required to be registered pursuant to the Lobbying Act, is registered pursuant to that Act

4. LIABILITY

The Recipient shall indemnify and save harmless Canada, EC, its officers, servants and agents from and against all liability, loss, damages, costs and expenses, including reasonable solicitor/client fees, administrative fees and disbursements, and from all claims, demands, actions, or any other proceeding whatsoever and by whomever made, for personal injury, death, environmental effect or property damage, arising directly or indirectly and whether by reason of anything done or omitted to be done, as a result of negligence or otherwise, from the performance or any default or delay in performance of the Recipient's obligations under this Agreement.

EC shall not be liable for any loan, capital lease or other long-term obligation in relation to the Project for which the contribution is provided.

5. AUDIT

EC may request, at its sole discretion, that an audit of the Recipient's financial statements, as they relate to this Project, be conducted at any point in time. The audit shall be carried out by an independent accredited auditor and be in accordance with the audit scope determined by EC and at EC's expense.

6. REPAYMENT

An amount paid by Canada as part of the EC Contribution or which is treated as such pursuant to the terms of this Agreement, and to which the Recipient is not entitled according to the terms of this Agreement shall be repayable to Canada and until repaid constitutes a debt due to Canada. EC shall deduct any such amount from subsequent payments of the EC Contribution or, if such amount is determined in or after the final Fiscal Period, the Recipient shall repay the amount within thirty (30) days of receiving written notification by EC. Interest shall be due and payable in accordance with the Interest and Administrative Charges Regulations SOR/96-188 made under the federal Financial Administration Act.

7. RECORDS

The Recipient agrees to keep proper accounts and records of the revenues and expenditures for the subject matter of the Agreement, including all invoices, receipts and vouchers relating thereto for a period of six years after the expiration or early termination of the Agreement.

8. ACCESS TO RECORDS AND INFORMATION

Subject to applicable access and privacy legislation and case law, the Recipient shall allow representatives of EC to have access to any records, information, databases, audit and evaluation reports and such information that may be in any way relative to the project, as EC may request during the life of the Agreement or within six years after its early termination or expiration.

9. ACCESS TO PREMISES

The Recipient agrees to give access to EC, by giving a five business day notice to the Recipient, to visit the premises or site where the Project is being carried out in order to review and assess the progress of the Project and compliance with the Agreement. The Recipient will provide such access only when the Recipient has control of the site or premises and authority to grant access.

10. CONSENT TO DISCLOSURE

The Recipient consents to the public disclosure by EC of any information provided under this Agreement, including without limitation information which relates to activities and objectives which are the subject of this Agreement, except where such information would not be disclosed pursuant to Section 20 of the Access to Information Act R.S.C. 1985, c. A-1. It is expressly agreed that EC may disclose, among other information, the following elements of information:

a) Name of the Recipient;
b) Maximum amount of the contribution;
c) Purpose of the Agreement;
d) Activities to be undertaken under the Agreement
e) Duration of the Agreement; and
f) Analysis, audit and evaluation reports relating to the Project performed by either of the Parties.

11. DEFAULT, REMEDIES, TERMINATION BY REASON OF DEFAULT AND REDUCTION OR TERMINATION AT EC's DISCRETION

a) Default

EC may declare a default under this Agreement if any of the following events occur:

- the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors, ceases to actively carry on a business or is subject to an order made or resolution passed for the winding-up of the operations of the Recipient;
- the Recipient has submitted false or misleading information to EC or has made a false or misleading representation in respect of any matter related to this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to EC's satisfaction;
- EC, at its discretion concludes, pursuant to a review of any of the financial reports submitted pursuant to Section 5, that a material discrepancy exists between the actual revenues and

expenditures incurred by the Recipient to date and the forecast amounts set out in Appendix B or between the results attained by the Recipient to date and those that could reasonably be expected to have been attained at that point in time;
- the Recipient is no longer eligible under the eligibility requirements of the EC Program;
- the Recipient fails to complete the Project on the terms and conditions herein; and/or
- the Recipient fails to perform or comply with any term, condition, or other obligation contained in this Agreement for which it has responsibility.

b) Remedies

If EC declares that an event of default has occurred, EC may, in addition to any other remedy provided by law or pursuant to this Agreement, exercise one or more the following remedies:
- reduce the EC Contribution level;
- suspend the payment of any amount in respect of EC Contribution; or
- require the Recipient to repay all or part of the EC Contribution disbursed, with interest, calculated in accordance with the Interest and Administration Charges Regulations, SOR/96-188 from the date of demand for repayment.

The fact that EC refrains from exercising a remedy or any right herein shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right by EC shall not prevent EC in any way from later exercising any other remedy or right under this Agreement or other applicable law.

c) Termination by Reason of Default

- In the event of default, EC may immediately terminate this Agreement by means of a written notice of default and termination given to the Recipient. EC may also exercise any lawful remedy that EC deems appropriate.
- Notwithstanding the foregoing, EC reserves the right, where EC determines that the Recipient's default is capable of cure and that a delay for these purposes is appropriate, to send a written notice of default specifying a cure period of no less than thirty (30) days from the date of the Recipient's deemed receipt of the notice and requiring that the Recipient provide EC with proof of the cure within that delay. At the end of the cure period, EC may proceed to give the Recipient written notice of default and termination of this Agreement, and EC may also exercise any other lawful remedy that EC deems appropriate.

d) Reduction or Termination at EC's Discretion

- At any time before the completion of the Project, EC may, by giving notice in writing to the Recipient, reduce the EC Contribution or terminate this Agreement.
- In the case of a reduction to the EC Contribution, the reduction notice shall give the Recipient sixty (60) days written notice of that reduction in the EC Contribution. Subject to the maximum amount of the EC Contribution under Section 5 of this Agreement and any limits on Eligible Expenditures imposed within the reduction notice, EC shall reimburse the Recipient for any Eligible Expenditures incurred and claimed to the effective date of the

reduction. The Parties understand that any such reduction may affect the full implementation of the Project which may require amending the Agreement in accordance with Section 24 of Appendix A.

- In the case of termination of this Agreement, the termination notice shall give the Recipient sixty (60) days written notice of the termination. Subject to the maximum amount of the EC Contribution under Section 5 of this Agreement and any limits on Eligible Expenditures imposed within the termination notice, EC shall reimburse the Recipient for any Eligible Expenditures incurred and claimed to the effective date of the notice of termination. The funding obligations of EC shall cease as of the effective date of termination.

12. NO PARTNERSHIP

The Parties acknowledge no principal-agent, employer-employee, partnership or joint venture is created by virtue of this Agreement and that the Recipient shall not represent itself as an agent, employee or partner of EC, including in any agreement with a third party.

13. CONFLICT OF INTEREST

The Recipient confirms and warrants that it has, for the duration of this Agreement, no interest, pecuniary or otherwise, in any business matter that would put it in an real and/or apparent conflict of interest. The Recipient shall immediately notify EC, in writing, should any real and/or apparent conflict of interest exist or arise that could have a direct impact on EC's contribution to the Project.

14. PUBLIC ACKNOWLEDGEMENT

Due acknowledgement of EC's contribution for the Project shall be made in the Recipient's publications, public information releases, advertising, promotional announcements, activities, speeches, lectures, interviews, ceremonies and its web site.

EC shall provide the Recipient with the necessary templates and/or electronic files containing the logos and/or acknowledgement statements to be used.

The Recipient shall provide EC with final copies of any document or material utilizing the EC logo, Government of Canada logo and/or acknowledgement statements prior to printing or distribution, for EC approval of the use of said logos and/or acknowledgement statements.

Due acknowledgement consists of including the following in both appropriate official languages:

This project was undertaken with the financial support of:
Ce projet a été réalisé avec l'appui financier de :



Environment Canada Environnement Canada

The EC logo can not be used without the statement.

If space does not permit, the following statement only is to be used:

This project was undertaken with the financial support of the Government of Canada through the federal Department of the Environment.

Ce projet a été réalisé avec l'appui financier du gouvernement du Canada agissant par l'entremise du ministère fédéral de l'Environnement.

15. CONFIDENTIALITY

a) "Confidential Information" means confidential, private or secret information in all material forms and however fixed, stored, expressed or embodied (and includes, without limitation, samples, prototypes, specimens and derivatives) that is disclosed by the Parties to each other during discussions, telephone calls, meetings, tests, demonstrations, correspondence, any other exchange, communication or otherwise under this Agreement and includes, without limitation:

- all scientific, technical, business, financial, legal, marketing or strategic information;
- information that is non-public, protected, privileged or proprietary in nature, which may have actual or potential economic value, in part, from not being known; and
- information that is related to activities pursuant to this Agreement, irrespective of whether or not such information is specifically marked confidential or identified as confidential at the time of disclosure.

The responsibility rests with the disclosing Party to clearly mark all Confidential Information as "confidential", "private", "secret", "protected", or equivalent wording.

b) Confidential Information disclosed under this Agreement shall remain the exclusive property of the disclosing Party and the disclosure of the Confidential Information to the receiving Party shall in no way be deemed to be a grant of a licence or a proprietary right.

c) The receiving Party shall use the Confidential Information solely for the purposes for which it is disclosed, as indicated in writing by the disclosing party at the time of disclosure, and for no other purposes.

d) Unless the disclosing Party gives to the receiving Party its prior written consent to disclosure, the receiving party shall keep confidential, hold in confidence, safeguard and not disclose the Confidential Information to third parties.

e) The receiving Party shall use all reasonable efforts and take such action as may be appropriate to prevent the unauthorized use or disclosure of, and to preserve the confidentiality of, all Confidential Information, including, without limitation:
- ensuring that the Confidential Information is disclosed only to those: who have a need to know for the purposes of this Agreement; who are subject to a contractual duty of confidentiality; and who are properly instructed to maintain the Confidential Information in confidence; and
- safeguarding all Confidential Information against theft, damage or access by unauthorized persons by all reasonable means, including, without limitation, visitor control, controlled photocopier access, computer firewalls, secure computers, and physical security of facilities and computer networks.

f) The receiving Party shall promptly notify the disclosing Party in writing if it has reason to believe that unauthorized use, possession, acquisition, dissemination or disclosure of any

Confidential Information has occurred, and the receiving Party shall use its reasonable endeavours to cooperate with any appropriate action taken by the disclosing Party to protect such Confidential Information.

g) Upon termination of this Agreement or upon either Party's request, all Confidential Information in any form, including without limitation, any hard or electronic copies, shall be promptly returned to the disclosing Party or destroyed without reviewing any copies or excerpts thereof. The receiving Party shall have no right to continue any use of or disclose the Confidential Information in any way, whatsoever.

h) Nothing in this Agreement shall be interpreted so as to preclude EC from disclosing information that EC may be required or ordered to disclose pursuant to any applicable federal laws, including, without limitation, the Access to information Act, R.S. 1985, c. A-1, the Privacy Act, R.S. 1985, c. P-21 or judicial order.

16. PRIVACY AND PERSONAL INFORMATION

The Parties shall conduct their activities in accordance with applicable legislation dealing with the protection of the privacy and personal information of individuals. For greater certainty, the Recipient shall ensure that its employees, agents and contractors are made fully aware of their obligations to protect personal information.

17. SUPPORTING DOCUMENTATION

The Recipient shall provide EC, as and when requested, all supporting documentation EC deems appropriate to enable EC to review and accept any request for payment. In such case, EC shall advise the Recipient of the appropriate level of detail and of any specific supporting documentation required.

18. AMOUNTS OWING TO THE FEDERAL GOVERNMENT

The Recipient attests to have declared any past-due amounts owing to the federal Crown under any legislation or any agreement with the federal Crown before the signing of this Agreement and agrees to declare any amounts owing to the federal Crown under any legislation or any agreement with the federal Crown that become past-due during the course of this Agreement.

The Recipient acknowledges that any amounts due to the Recipient pursuant to this Agreement may be set-off against any past-due amounts owing to the federal Crown.

19. ENVIRONMENTAL ASSESSMENT

a) The Parties agree that the Canadian Environmental Assessment Act, 2012 S.C. 2012, c. 19, s. 52 (CEAA 2012) does not apply to the Project.

b) If, as a result of changes to the Project or otherwise, the Project becomes a “designated project” as defined in subsection 2(1) of the CEAA 2012, the Recipient agrees that no EC Contribution or additional EC Contribution will become or will be payable by EC to the Recipient for the Project unless and until:

i. the Canadian Environmental Assessment Agency makes a decision that no environmental assessment of the Project is required and posts that decision on the “Internet site” as defined in the CEAA 2012; or

ii. (A) the decision statement with respect to the Project issued by the Minister of the Environment to the Recipient indicates that the Project is not likely to cause significant adverse environmental effects or that the significant adverse environmental effects that it is likely to cause are justified in the circumstances, and

(B) at the time that a claim is submitted for payment by the Recipient to EC, EC is of the opinion that the Recipient has complied or will comply with any conditions set out in the decision statement.

c) If, as a result of changes to the Project or otherwise, the Project becomes a ‘’project’’ as defined in section 66 of the CEAA 2012 and is therefore to be carried out on “federal lands” as defined in subsection 2(1) of the CEAA 2012 or outside Canada, the Recipient agrees that no EC Contribution or additional EC Contribution will become or will be payable by EC to the Recipient for the Project unless and until:

i. for a Project to be carried out on federal lands, EC determines that the Project is not likely to cause significant adverse environmental effects.

ii. for a Project to be carried out outside Canada:

(A) EC determines that the carrying out of the Project is not likely to cause significant adverse environmental effects, or

(B) EC determines that the carrying out of the Project is likely to cause significant adverse environmental effects and the Governor in Council decides that the significant adverse environmental effects that the project is likely to cause are justified in the circumstances; and

iii. at the time that a claim is submitted for payment by the Recipient to EC, EC is satisfied that the Recipient has complied or will comply with any conditions set out by EC, for the purpose of this Agreement, with respect to the determination referred to in subparagraph ii.

d) The Recipient will allow EC and its agents, employees, servants or contractors to access and enter at any time during reasonable hours upon any real property under the ownership or control of the Recipient for the purpose of ensuring that any conditions referred to in subparagraph c) iii) have been or will be complied with.

e) Failure to comply with any of the conditions referred to in subparagraph c) iii), is a cause for default in respect of this Agreement in accordance with Section 11 of Appendix A.

20. SUSTAINABLE DEVELOPMENT

The Recipient shall plan and implement the Project in a manner that promotes sustainable development and ensures the protection of the environment to the greatest extent possible.

21. INTELLECTUAL PROPERTY RIGHTS

"Intellectual Property Rights'' means any and all intellectual property rights recognized by law, including but not limited to intellectual property rights protected through legislation.

a) Any Intellectual Property Rights created by the Recipient in association with the Project shall vest in and remain the property of the Recipient.

b) The Recipient hereby grants to EC a non-exclusive, unconditional, irrevocable, perpetual, worldwide, royalty-free right to exercise all Intellectual Property Rights that vest in the Recipient under 21a), for any public purpose except commercial exploitation in competition with the Recipient. EC's license includes the right to use, produce, publish, translate, reproduce, adapt, modify, disclose, share, distribute, and broadcast the intellectual property.

22. DISCLAIMER

The Recipient shall include the following disclaimer in any public information releases, advertising, promotional announcements, activities, speeches, lectures, interviews, ceremonies and web sites when the Recipient expresses a view or opinion specifically relating or referring to the Project.

"The views expressed herein are solely those of The Corporation of the City of Sault Ste. Marie"

"Les opinions exprimées dans ce document sont celles de The Corporation of the City of Sault Ste. Marie"

23. SETTLEMENT OF DISPUTES

The Parties agree that any matter in dispute under this Agreement shall first be referred to senior officers of the Parties. If the matter cannot be resolved, it shall be submitted to a mediator as agreed upon by both Parties. The Parties shall bear the expenditures directly related to the mediation process equally.

24. AMENDMENTS

This Agreement may be amended by the mutual written consent of the Parties. To be valid, any amendment to this Agreement shall be in writing and signed by the Parties, while this Agreement is in force.

25. SURVIVAL OF TERMS

All representations and obligations contained in this Agreement on the part of each of the Parties expressly or by nature shall survive the early termination or the expiration of this Agreement until they are satisfied or until they expire by nature.

The following sections shall survive the termination of this Agreement:

- Agreement, Section 7c) – Final payment
- Agreement, Section 8 – Reporting
- Appendix A, Section 4 – Liability
- Appendix A, Section 5 – Audit
- Appendix A, Section 6 – Repayment
- Appendix A, Section 7 – Records
- Appendix A, Section 8 – Access to Records and Information
- Appendix A, Section 11 – Default, Remedies, Termination by Reason of Default, and Reduction or Termination at EC's Discretion
- Appendix A, Section 21 – Intellectual Property
- Appendix A, Section 25 – Survival of Terms

26. WAIVER OF RIGHTS

The waiver of any rights following any breach of any representation, warranty, covenant, obligation or agreement shall not be deemed to be a waiver of any further breach. No waiver is effective unless in writing.

27. LEGALITY

The Recipient shall ensure that the Project shall be conducted in compliance with all applicable laws.

APPENDIX B
Project Cashflow and Environment Canada Funding

2014-2015

Project Cashflow

Project Funding		TOTAL		
Contributor	**Contributor Type**	**Cash**	**In-Kind**	**All Funding**
Great Lakes Sustainability Fund	Environment Canada	25,000		25,000
City of Sault Ste. Marie	Municipal Government	45,909	6,500	52,409
Total Project Funding		**70,909**	**6,500**	**77,409**

Project Costs		TOTAL		
Cost Detail	**Cost Category**	**Cash**	**In-Kind**	**All Funding**
Rain gauges and flow meters	Material and supplies expenditures	46,152		46,152
Equipment installation and training	Contractors	19,628		19,628
Data Management System	Other expenditures	5,129		5,129
Equipment installation, electrical work, and on-going maintenance	Salaries and Wages		6,500	6,500
Total Project Funding		**70,909**	**6,500**	**77,409**

EC Funding		Apr, May, Jun	Jul, Aug, Sep	Oct, Nov, Dec	Jan, Feb, Mar	TOTAL		
Expenditure Detail	**Expenditure Category**	**Cash**	**Cash**	**Cash**	**Cash**	**Cash**	**In-Kind**	**All Funding**
Rain gauges and flow meters	Material and supplies expenditures		15,000			15,000		15,000
Equipment installation and training	Contractors		5,400	1,000		6,400		6,400
Data Management System	Other expenditures		1,600			1,600		1,600
Equipment installation, electrical work, and on-going maintenance	Salaries and Wages		1,000	1,000		2,000		2,000
Total Expenditures		**0**	**23,000**	**2,000**	**0**	**25,000**	**0**	**25,000**

2015-2016

Project Cashflow

Project Funding		TOTAL		
Contributor	**Contributor Type**	**Cash**	**In-Kind**	**All Funding**
City of Sault Ste. Marie	Municipal Government	4,863	5,670	10,533
Ontario Ministry of the Environment	Provincial Government	5,266		5,266
Total Project Funding		**10,129**	**5,670**	**15,799**

Project Costs		TOTAL		
Cost Detail	**Cost Category**	**Cash**	**In-Kind**	**All Funding**
Equipment installation and training	Contractors	5,000		5,000
Data Management System	Other expenditures	5,129		5,129
Equipment installation, electrical work, and on-going maintenance	Salaries and Wages		5,670	5,670
Total Project Funding		**10,129**	**5,670**	**15,799**

EC Funding		TOTAL		
Expenditure Detail	**Expenditure Category**	**Cash**	**In-Kind**	**All Funding**
Total Expenditures		**0**	**0**	**0**

2016-2017

Project Cashflow

Project Funding		TOTAL		
Contributor	**Contributor Type**	**Cash**	**In-Kind**	**All Funding**
City of Sault Ste. Marie	Municipal Government	4,863	5,670	10,533
Ontario Ministry of the Environment	Provincial Government	5,266		5,266
Total Project Funding		**10,129**	**5,670**	**15,799**

Project Costs		TOTAL		
Cost Detail	**Cost Category**	**Cash**	**In-Kind**	**All Funding**
Equipment installation and training	Contractors	5,000		5,000
Data Management System	Other expenditures	5,129		5,129
Equipment installation, electrical work, and on-going maintenance	Salaries and Wages		5,670	5,670
Total Project Funding		**10,129**	**5,670**	**15,799**

EC Funding		TOTAL		
Expenditure Detail	**Expenditure Category**	**Cash**	**In-Kind**	**All Funding**
Total Expenditures		**0**	**0**	**0**

Grand Total

Project Cashflow

Project Funding		TOTAL		
Contributor	**Contributor Type**	**Cash**	**In-Kind**	**All Funding**

Great Lakes Sustainability Fund	Environment Canada	25,000		25,000
City of Sault Ste. Marie	Municipal Government	55,635	17,840	73,475
Ontario Ministry of the Environment	Provincial Government	10,532		10,532
Total Project Funding		**91,167**	**17,840**	**109,007**

Project Costs		**TOTAL**		
Cost Detail	**Cost Category**	**Cash**	**In-Kind**	**All Funding**
Rain gauges and flow meters	Material and supplies expenditures	46,152		46,152
Equipment installation and training	Contractors	29,628		29,628
Data Management System	Other expenditures	15,387		15,387
Equipment installation, electrical work, and on-going maintenance	Salaries and Wages		17,840	17,840
Total Project Funding		**91,167**	**17,840**	**109,007**

EC Funding		**TOTAL**		
Expenditure Detail	**Expenditure Category**	**Cash**	**In-Kind**	**All Funding**
Rain gauges and flow meters	Material and supplies expenditures	15,000		15,000
Equipment installation and training	Contractors	6,400		6,400
Data Management System	Other expenditures	1,600		1,600
Equipment installation, electrical work, and on-going maintenance	Salaries and Wages	2,000		2,000
Total Expenditures		**25,000**	**0**	**25,000**

APPENDIX C
Recipient Payment Request Form

SECTION 1: Recipient and Project Identification

EC Finance ID #:		Claim #:		Final Payment?	
Recipient Name:	The Corporation of the City of Sault Ste. Marie				
Project Title:	Infiltration and Inflow Study (ARN14-412).				
Address:	99 Foster Drive, Sault Ste. Marie, Ontario, Canada, P6A 5X6				
Contact Name:		Contact Phone Number:			
Email Address:					
Fiscal Year:	2014-2015	Claim Period:	Apr 17, 2014	to	
Payment Method	Cheque	Recipient's Reference/Invoice # (if applicable):			

SECTION 2: Accounting for Eligible Expenditures Paid this Fiscal Year

Expenditure Type	Current Accounting		Previous Balance	Total for this Fiscal Year
Material and supplies expenditures				
Contractors				
Other expenditures				
Salaries and Wages				
TOTAL Eligible Project Costs		(a)		

SECTION 3: Advances

	Amount	
Advance limit for current fiscal year (from section 7 b) iii of your agreement)		(b)
Advance(s) already issued		(c)
Advance(s) previously accounted for **(excluding amount from Section 2 above)**		(d)
Advance(s) to be accounted for in Section 2 above		(e)=lesser of (a) and (c)-(d)
Advance that is unaccounted for		(f)=(c)-(d)-(e)
Current available advance limit		(g)=lesser of (b)-(f) and (h)-(i)
Advance requested (see note below)		Must be less than or equal to (g)

Note: You must clearly demonstrate the need for any advance. Provide an updated cashflow, if it has changed since the last time submitted to EC. You should also provide other supporting documents to demonstrate the need for an advance, clearly indicating a gap between the timing of the project costs and the funding received from all project funders.

SECTION 4: Payment Amount

This Payment	Requested
Reimbursement of Eligible Expenditures Requested	
Advance Payment Requested	
Payment to be Issued	

SECTION 5: Payment Summary

	Current Fiscal Year	
Total EC Funding	25,000.00	(h)
Total of previous advance payments and reimbursements		(i)
Current payment (from Section 4 above)		
Total Payments		
Balance of EC Funding Available	25,000.00	

SECTION 6: Recipient Certification

I hereby certify that the information provided in this form is accurate and that (1) any reimbursement requested or accounting for advance is for an eligible expenditure as defined by the Agreement and/or (2) any advance requested will be used in accordance with the Agreement.

Name and Title (Print) _____ Signature _____

DEPARTMENTAL USE ONLY

Verified By

Certified Pursuant to s.34 of the FAA

Name _____ Date _____ Name (print) _____ Signature _____ Date _____

			Line of Coding	Amount
Invoice Number:	-	Financial		
Commitment:		Coding:		

APPENDIX D
Reporting Templates

Further to Section 8, "Reporting" of the Agreement, EC has attached to this agreement, or will provide under separate cover, the following templates which are to be used to meet the reporting requirements of this Agreement.

Financial Reporting - Section 8 a)

Reporting Requirement	Template or Documentation Required
Financial Forecasting	EC will contact the Recipient directly to obtain the required information
Final Reporting	Final Reporting template (for both Financial and Activity results reporting)

In addition, Appendix C - *Request for Payment Form* is to be used for all requests for reimbursement of expenditures, as stated in Section 7, "Basis and Method of Payment" in the Agreement

Project Activity Progress Reporting - Section 8 b)

Reporting Requirement	Template or Documentation Required
Final Reporting	Final Reporting template (for both Financial and Activity results reporting)

- EC may revise these reporting templates and will provide the Recipient with updated templates in a timely basis.
- As stated in "Ongoing Communication" in Section 8b) of the Agreement, EC may request that the Recipient provide information on the financial and/or activity progress of the project, in addition to the reports required by this Agreement.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-175

ELECTIONS (E1): A by-law to authorize Advance Vote dates and times for the 2014 Municipal election.

WHEREAS section 43(1) of the *Municipal Elections Act*, S.O. 1996 provides that a municipal council shall pass a by-law establishing one or more dates for an advance vote, and the hours during which voting places shall be open on that date or dates;

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **ADVANCE VOTE DATES**

Advance votes shall be held on the following dates and times at the Civic Centre in the Russ Ramsay Board Room:

Saturday, October 11, 2014 between the hours of 10:00 a.m. and 6:00 p.m.;

Wednesday, October 15, 2014 between the hours of 10:00 a.m. and 8:00 p.m.; and

Saturday, October 18, 2014 between the hours of 10:00 a.m. and 6:00 p.m.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 11th day of August, 2014.

_____

MAYOR – DEBBIE AMAROSO

_____

DEPUTY CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\BYLAWS\2014\2014-175 ELECTIONS-ADVANCE.DOC

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-176

AGREEMENT: (E2.2) A by-law to authorize the execution of a contract between the City and Cecchetto & Sons Ltd. for the Pim Street Pump Station Sluice Gate Replacement project (Contract 2014-12E).

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

1. **EXECUTION OF DOCUMENT**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a contract in the form of Schedule "A" attached hereto and dated August 11, 2014. The agreement is between the City and Cecchetto & Sons Ltd. for the Pim Street Pump Station Sluice Gate Replacement project (Contract 2014-12E).

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 11th day of August, 2014.

MAYOR - DEBBIE AMAROSO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\BYLAWS\2014\2014-176 EXECUTION CHECCHETTO CONTRACT.DOCFermented Sludge Contract 2014-12E

CCDC 2

stipulated price contract

2008

Pim Street Pump Station Sluice Gate Replacement
Contract No. 2014-12E

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

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

TABLE OF CONTENTS

AGREEMENT BETWEEN OWNER AND CONTRACTOR
A-1 The Work
A-2 Agreements and Amendments
A-3 Contract Documents
A-4 Contract Price
A-5 Payment
A-6 Receipt of and Addresses for Notices in Writing
A-7 Language of the Contract
A-8 Succession

DEFINITIONS
1. Change Directive
2. Change Order
3. Construction Equipment
4. Consultant
5. Contract
6. Contract Documents
7. Contract Price
8. Contract Time
9. Contractor
10. Drawings
11. Notice in Writing
12. Owner
13. Place of the Work
14. Product
15. Project
16. Provide
17. Shop Drawings
18. Specifications
19. Subcontractor
20. Substantial Performance of the Work
21. Supplemental Instruction
22. Supplier
23. Temporary Work
24. Value Added Taxes
25. Work
26. Working Day

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS
GC 1.1 Contract Documents
GC 1.2 Law of the Contract
GC 1.3 Rights and Remedies
GC 1.4 Assignment

PART 2 ADMINISTRATION OF THE CONTRACT
GC 2.1 Authority of the Consultant
GC 2.2 Role of the Consultant
GC 2.3 Review and Inspection of the Work
GC 2.4 Defective Work

PART 3 EXECUTION OF THE WORK
GC 3.1 Control of the Work
GC 3.2 Construction by Owner or Other Contractors
GC 3.3 Temporary Work
GC 3.4 Document Review
GC 3.5 Construction Schedule
GC 3.6 Supervision
GC 3.7 Subcontractors and Suppliers
GC 3.8 Labour and Products
GC 3.9 Documents at the Site
GC 3.10 Shop Drawings
GC 3.11 Use of the Work
GC 3.12 Cutting and Remedial Work
GC 3.13 Cleanup

PART 4 ALLOWANCES
GC 4.1 Cash Allowances
GC 4.2 Contingency Allowance

PART 5 PAYMENT
GC 5.1 Financing Information Required of the Owner
GC 5.2 Applications for Progress Payment
GC 5.3 Progress Payment
GC 5.4 Substantial Performance of the Work
GC 5.5 Payment of Holdback upon Substantial Performance of the Work
GC 5.6 Progressive Release of Holdback
GC 5.7 Final Payment
GC 5.8 Withholding of Payment
GC 5.9 Non-conforming Work

PART 6 CHANGES IN THE WORK
GC 6.1 Owner's Right to Make Changes
GC 6.2 Change Order
GC 6.3 Change Directive
GC 6.4 Concealed or Unknown Conditions
GC 6.5 Delays
GC 6.6 Claims for a Change in Contract Price

PART 7 DEFAULT NOTICE
GC 7.1 Owner's Right to Perform the Work, Terminate the Contractor's Right to Continue with the Work or Terminate the Contract
GC 7.2 Contractor's Right to Suspend the Work or Terminate the Contract

PART 8 DISPUTE RESOLUTION
GC 8.1 Authority of the Consultant
GC 8.2 Negotiation, Mediation and Arbitration
GC 8.3 Retention of Rights

PART 9 PROTECTION OF PERSONS AND PROPERTY
GC 9.1 Protection of Work and Property
GC 9.2 Toxic and Hazardous Substances
GC 9.3 Artifacts and Fossils
GC 9.4 Construction Safety
GC 9.5 Mould

PART 10 GOVERNING REGULATIONS
GC 10.1 Taxes and Duties
GC 10.2 Laws, Notices, Permits, and Fees
GC 10.3 Patent Fees
GC 10.4 Workers' Compensation

PART 11 INSURANCE AND CONTRACT SECURITY
GC 11.1 Insurance
GC 11.2 Contract Security

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY
GC 12.1 Indemnification
GC 12.2 Waiver of Claims
GC 12.3 Warranty

The Canadian Construction Documents Committee (CCDC) is a national joint committee responsible for the development, production and review of standard Canadian construction contracts, forms and guides. Formed in 1974 the CCDC is made up of volunteer representatives from:

Public Sector Owners
Private Sector Owners
Canadian Bar Association (Ex-Officio)
* The Association of Canadian Engineering Companies
* The Canadian Construction Association
* Construction Specifications Canada
* The Royal Architectural Institute of Canada

*Committee policy and procedures are directed and approved by the four constituent national organizations.

CCDC 2 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. CCDC 2 can have important consequences. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 2.

CCDC Copyright 2008
Must not be copied in whole or in part without the written permission of the CCDC.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

This Agreement made on the 11th day of August in the year 2014 .

by and between the parties

The Corporation of the City of Sault Ste. Marie

hereinafter called the "*Owner*"

and

Cecchetto & Sons Ltd.

hereinafter called the *"Contractor"*

The *Owner* and the *Contractor* agree as follows:

ARTICLE A-1 THE WORK

The *Contractor* shall:

1.1 perform the *Work* required by the *Contract Documents* for

Pim Street Pump Station Sluice Gate Replacement

insert above the name of the Work

located at

816 Bay Street - lower Pim Street

insert above the Place of the Work

for which the Agreement has been signed by the parties, and for which

AECOM Canada Ltd.

insert above the name of the Consultant

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

1.2 do and fulfill everything indicated by the *Contract Documents*, and

1.3 commence the *Work* by the 25th day of August in the year 2014 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 13th day of February in the year 2015 .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.

2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement - THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- The General Conditions of the Stipulated Price Contract
- *

Section 00100 – Instructions To Bidders
Section 00200 – Definitions
Section 00300 – Stipulated Price Bid
Section 00300 – Appendix A - List of Bid Documents
Section 00300 – Appendix B - List of Subcontractors and Suppliers
Section 00300 – Appendix C - Alternative Prices
Section 00300 – Appendix D - Breakdown of Total Tender Price
Section 00800 – Supplementary Conditions

DIVISION 1 - GENERAL REQUIREMENTS
Section 01000 – General Requirements
Section 01061 – Environmental Considerations
Section 01630 – Equivalents and Alternatives

Dwg. No. S101 – Structural – Wet Well Gate Modifications – Plans and Notice
Dwg. No. S102 – Structural – Wet Well Gate Modifications – Sections
Dwg. No. S103 – Structural – Wet Well Gate Modifications – Staging Plans
Dwg. No. S104 – Structural – Wet Well Gate Modifications – Plan, Sections and Details

* *(Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)*

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

ARTICLE A-4 CONTRACT PRICE

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

Ninety Seven Thousand, Thirty Six----------00
/100 dollars $ 97,036.00

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

Twelve Thousand, Six Hundred and Fourteen----------68
/100 dollars $ 12,614.68

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

One Hundred Nine Thousand, Six Hundred and Fifty----------68
/100 dollars $ 109,650.68

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of Ten percent (10 %), the *Owner* shall:

.1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments, and

.2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and

.3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

.1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
(1) 2% per annum above the prime rate for the first 60 days.
(2) 4% per annum above the prime rate after the first 60 days.
Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

Royal Bank of Canada

(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

.2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below. The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day. A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof. An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Owner

The Corporation of the City of Sault Ste. Marie

*name of Owner**

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

address

705-541-7165 — *facsimile number*

c.taddo@cityssm.on.ca — *email address*

Contractor

Cecchetto & Sons Ltd.

*name of Contractor**

6 Sutherland Avenue, Sudbury, Ontario P3C 3A6

address

705-673-4168 — *facsimile number*

vblacklock@cecchettoandsons.com — *email address*

Consultant

AECOM Canada Ltd.

*name of Consultant**

523 Wellington Street East, Sault Ste. Marie, Ontario P6A 2M4

address

705-942-3642 — *facsimile number*

darrell.maahs@aecom.com — *email address*

** If it is intended that the notice must be received by a specific individual, that individual's name shall be indicated.*

ARTICLE A-7 LANGUAGE OF THE CONTRACT

7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~ # language shall prevail.
Complete this statement by striking out inapplicable term.

7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

ARTICLE A-8 SUCCESSION

8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

WITNESS

signature

name of person signing

signature

name of person signing

OWNER

The Corporation of the City of Sault Ste. Marie

name of owner

signature

name and title of person signing

signature

name and title of person signing

WITNESS

signature

name of person signing

signature

name of person signing

CONTRACTOR

Cecchetto & Sons Ltd.

name of Contractor

signature

name and title of person signing

signature

name and title of person signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:
(a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
(b) the affixing of a corporate seal, this Agreement should be properly sealed.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

1. **Change Directive**
A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

2. **Change Order**
A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:
- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

3. **Construction Equipment**
Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

4. **Consultant**
The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant*'s authorized representative.

5. **Contract**
The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

6. **Contract Documents**
The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.

7. **Contract Price**
The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.

8. **Contract Time**
The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.

9. **Contractor**
The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor*'s authorized representative as designated to the *Owner* in writing.

10. **Drawings**
The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

11. **Notice in Writing**
A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

12. **Owner**
The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner*'s authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.

13. **Place of the Work**
The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

14. **Product**
Product or Products means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

15. Project
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.

16. Provide
Provide means to supply and install.

17. Shop Drawings
Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.

18. Specifications
The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

19. Subcontractor
A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.

20. Substantial Performance of the Work
Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.

21. Supplemental Instruction
A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.

22. Supplier
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.

23. Temporary Work
Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

24. Value Added Taxes
Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.

25. Work
The *Work* means the total construction and related services required by the *Contract Documents*.

26. Working Day
Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.

1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
.1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
.2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.

1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.

1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.

1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.

1.1.6 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.

1.1.7 If there is a conflict within the *Contract Documents*:
.1 the order of priority of documents, from highest to lowest, shall be
- the Agreement between the *Owner* and the *Contractor*,
- the Definitions,
- Supplementary Conditions,
- the General Conditions,
- Division 1 of the *Specifications*,
- technical *Specifications*,
- material and finishing schedules,
- the *Drawings*.

.2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
.3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
.4 later dated documents shall govern over earlier documents of the same type.

1.1.8 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.

1.1.9 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant*'s property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.

1.1.10 Models furnished by the *Contractor* at the *Owner*'s expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

GC 1.3 RIGHTS AND REMEDIES

1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

GC 1.4 ASSIGNMENT

1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.

2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.

2.1.3 If the *Consultant*'s employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

GC 2.2 ROLE OF THE CONSULTANT

2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.

2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.

2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant*'s responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.

2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor*'s applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.

2.2.5 Based on the *Consultant*'s observations and evaluation of the *Contractor*'s applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.

2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor*'s failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.

2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.

2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.

2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.

2.2.10 The *Consultant*'s interpretations and findings will be given in writing to the parties within a reasonable time.

2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

2.2.12 The *Consultant* will have authority to reject work which in the *Consultant*'s opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.

2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor*'s submittals, in accordance with the *Contract Documents*.

2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.

2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant*'s knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.

2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner*'s acceptance.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.

2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant*'s instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.

2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.

2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor*'s expense.

2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.

2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is designated by the laws or ordinances applicable to the *Place of the Work*.

2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.

2.4.2 The *Contractor* shall make good promptly other contractors' work destroyed or damaged by such corrections at the *Contractor*'s expense.

2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.

3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.

3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Owner* shall:

.1 provide for the co-ordination of the activities and work of other contractors and *Owner*'s own forces with the *Work* of the *Contract*;

.2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;

.3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;

.4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 - INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and

.5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner*'s own forces.

3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Contractor* shall:

.1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;

.2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and

.3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner*'s own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.

3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner*'s own forces, the *Contractor* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner*'s own forces as specified in the *Contract Documents*.

3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner*'s own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

3.2.6 Disputes and other matters in question between the *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY WORK

3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.

3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

3.3.3 Notwithstanding the provisions of GC 3.1 - CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC 3.4 DOCUMENT REVIEW

3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. Such review by the *Contractor* shall be to the best of the *Contractor*'s knowledge, information and belief and in making such review the *Contractor* does not assume any responsibility to the *Owner* or the *Consultant* for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the *Contract Documents*, which the *Contractor* did not discover. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.

GC 3.5 CONSTRUCTION SCHEDULE

3.5.1 The *Contractor* shall:

.1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;

.2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and

.3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions - CHANGES IN THE WORK.

GC 3.6 SUPERVISION

3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.

3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor*'s appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:

.1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;

.2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and

.3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.

3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.

3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.

3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.

3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor*'s or *Supplier*'s work which has been certified for payment.

GC 3.8 LABOUR AND PRODUCTS

3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.

3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor*'s employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

GC 3.9 DOCUMENTS AT THE SITE

3.9.1 The *Contractor* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.

GC 3.10 SHOP DRAWINGS

3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.

3.10.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.

3.10.3 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.

3.10.4 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.

3.10.5 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.

3.10.6 The *Consultant*'s review is for conformity to the design concept and for general arrangement only.

3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.

3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:

.1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and

.2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.

3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.

3.10.10 The *Consultant*'s review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.

3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.

3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

GC 3.11 USE OF THE WORK

3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.

3.11.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

GC 3.12 CUTTING AND REMEDIAL WORK

3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.

3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.

3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

GC 3.13 CLEANUP

3.13.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.

3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.

3.13.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of work or costs included in such cash allowances shall be as described in the *Contract Documents*.

4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor*'s overhead and profit in connection with such cash allowances.

4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.

4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor*'s overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.

4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.

4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.

4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

GC 4.2 CONTINGENCY ALLOWANCE

4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.

4.2.2 The contingency allowance includes the *Contractor*'s overhead and profit in connection with such contingency allowance.

4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*.

5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner*'s financial arrangements to fulfill the *Owner*'s obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.

5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.

5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.

5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.

5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.

5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.

5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:

.1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor*'s application for payment,

.2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,

.3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:

- receipt by the *Consultant* of the application for payment, or
- the last day of the monthly payment period for which the application for payment is made.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within one *Working Day*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.

5.4.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor*'s list and application:

.1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or

.2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.

5.4.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall:

.1 submit an application for payment of the holdback amount,

.2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.

5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.

5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.

5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.7 FINAL PAYMENT

5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.

5.7.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.

5.7.3 When the *Consultant* finds the *Contractor*'s application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.

5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

GC 5.8 WITHHOLDING OF PAYMENT

5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, there are items of work that cannot be performed, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such remaining work.

GC 5.9 NON-CONFORMING WORK

5.9.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:

.1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and

.2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.

6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.

6.2.2 When the *Owner* and *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the application for progress payment.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

GC 6.3 CHANGE DIRECTIVE

6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.

6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.

6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.

6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.

6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.

6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor*'s actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:

.1 If the change results in a net increase in the *Contractor*'s cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor*'s cost, plus the *Contractor*'s percentage fee on such net increase.

.2 If the change results in a net decrease in the *Contractor*'s cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor*'s cost, without adjustment for the *Contractor*'s percentage fee.

.3 The *Contractor*'s fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.

6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:

.1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel

(1) stationed at the *Contractor*'s field office, in whatever capacity employed;

(2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;

(3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or

(4) engaged in the processing of changes in the *Work*.

.2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;

.3 travel and subsistence expenses of the *Contractor*'s personnel described in paragraph 6.3.7.1;

.4 all *Products* including cost of transportation thereof;

.5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;

.6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;

.7 all equipment and services required for the *Contractor*'s field office;

.8 deposits lost;

.9 the amounts of all subcontracts;

.10 quality assurance such as independent inspection and testing services;

.11 charges levied by authorities having jurisdiction at the *Place of the Work*;

.12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor*'s obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;

.13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;

.14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;

.15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;

.16 removal and disposal of waste products and debris; and

.17 safety measures and requirements.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s attention to the *Work* shall be borne by the *Contractor*.

6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof when requested.

6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor*'s pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.

6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.

6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.

6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:

.1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or

.2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,

then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.

6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor*'s cost or time to perform the *Work*, the *Consultant*, with the *Owner*'s approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.

6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Contractor* in writing.

6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 - ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:

.1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),

.2 fire, unusual delay by common carriers or unavoidable casualties,

.3 abnormally adverse weather conditions, or

.4 any cause beyond the *Contractor*'s control other than one resulting from a default or breach of *Contract* by the *Contractor*,

then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.

6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.

6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.

6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:

.1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and

.2 keep such records as may be necessary to support the claim.

6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based.

6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.

6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor*'s insolvency, or if a receiver is appointed because of the *Contractor*'s insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor*'s right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing* that the *Contractor* is in default of the *Contractor*'s contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner*'s instructions if the *Contractor*:
.1 commences the correction of the default within the specified time, and
.2 provides the *Owner* with an acceptable schedule for such correction, and
.3 corrects the default in accordance with the *Contract* terms and with such schedule.

7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
.1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
.2 terminate the *Contractor*'s right to continue with the *Work* in whole or in part or terminate the *Contract*.

7.1.5 If the *Owner* terminates the *Contractor*'s right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
.1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
.2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
.3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant*'s additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
.4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor*'s work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.

7.1.6 The *Contractor*'s obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner*'s insolvency, or if a receiver is appointed because of the *Owner*'s insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner Notice in Writing* to that effect.

7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner*'s contractual obligations if:
.1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*, or
.2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
.3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
.4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.

7.2.4 The *Contractor*'s *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.

7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.

8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.

8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant*'s opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator

.1 within 20 *Working Days* after the *Contract* was awarded, or

.2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.

8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.

8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.

8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.

8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.

8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.

8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be

.1 held in abeyance until
(1) *Substantial Performance of the Work*,
(2) the *Contract* has been terminated, or
(3) the *Contractor* has abandoned the *Work*,
whichever is earlier; and

.2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.

8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

9.1.1 The *Contractor* shall protect the *Work* and the *Owner*'s property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor*'s operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:

.1 errors in the *Contract Documents*;

.2 acts or omissions by the *Owner*, the *Consultant*, other contractors, their agents and employees.

9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.

9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor*'s expense.

9.1.4 Should damage occur to the *Work* or *Owner*'s property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner*'s property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.

9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,

.1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and

.2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.

9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

9.2.5 If the *Contractor*

.1 encounters toxic or hazardous substances at the *Place of the Work*, or

.2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*,

which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall

.3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and

.4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.

9.2.6 If the *Owner* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.

9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:

.1 take all steps as required under paragraph 9.2.4;

.2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;

.3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and

.4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.

9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:

.1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;

.2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;

.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and

.4 indemnify the Owner as required by GC 12.1 - INDEMNIFICATION.

9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.

9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.

9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

9.4.1 Subject to paragraph 3.2.2.2 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

GC 9.5 MOULD

9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,

.1 the observing party shall promptly report the circumstances to the other party in writing, and

.2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and

.3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.

9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:

.1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and

.2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and

.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and

.4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.

9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:

.1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and

.2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and

.3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and

.4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.

9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION. If such desagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 - MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement - CONTRACT PRICE.

10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in such included taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

10.2.1 The laws of the *Place of the Work* shall govern the *Work*.

10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.

10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.

10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.

10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.

10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the model, plan or design of which was supplied to the *Contractor* as part of the *Contract Documents*.

GC 10.4 WORKERS' COMPENSATION

10.4.1 Prior to commencing the *Work*, again with the *Contractor*'s application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Contractor*'s application for final payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.

10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Contractor* shall provide such evidence of compliance by the *Contractor* and *Subcontractors*.

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:

.1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.

.2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.

.3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*

.4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:

(1) 10 calendar days after the date of *Substantial Performance of the Work*;

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

(2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;

(3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.

.5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.

.6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:

(1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;

(2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner*'s interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor*'s interest in the restoration of the *Work*; and

(3) to the *Work* arising from the work of the *Owner*, the *Owner*'s own forces or another contractor, the *Owner* shall, in accordance with the *Owner*'s obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.

.7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.

11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.

11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.

11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.

11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.

11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor*'s insurance policy becoming due for renewal, and record any agreement in a *Change Order*.

11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the Contractor by way of a *Change Order*.

11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

11.2.1 The *Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

.1 caused by:

(1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or

(2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and

.2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

.1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.

.2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or $2,000,000, but in no event shall the sum be greater than $20,000,000.

.3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.

12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

.1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and

.2 arising out of the *Contractor*'s performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:

.1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;

.2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

GC 12.2 WAIVER OF CLAIMS

12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor*'s involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:

.1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;

.2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;

.3 claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and

.4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.

12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.

12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner*'s involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:

.1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;

.2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;

.3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;

.4 damages arising from the *Contractor*'s actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;

.5 claims arising pursuant to GC 12.3 - WARRANTY; and

.6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.

12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:

.1 any limitation statute of the Province or Territory of the *Place of the Work*; or

.2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.

12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.

12.2.6 "*Notice in Writing* of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:

.1 a clear and unequivocal statement of the intention to claim;

.2 a statement as to the nature of the claim and the grounds upon which the claim is based; and

.3 a statement of the estimated quantum of the claim.

12.2.7 The party giving "*Notice in Writing* of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

GC 12.3 WARRANTY

12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.

12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.

12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.

12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor*'s expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.

12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.

12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor*'s responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC

75 Albert Street
Suite 400
Ottawa, Ont. K1P 5E7

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
Tel: (613) 236-9455
Fax: (613) 236-9526
info@ccdc.org

CCDC 41
CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

1. General liability insurance shall be with limits of not less than $5,000,000 per occurrence, an aggregate limit of not less than $5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding $5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.

2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than $5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.

3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than $5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than $5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.

4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding $5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.

5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.

6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.

7. Standard Exclusions

   7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
   - Asbestos
   - Cyber Risk
   - Mould
   - Terrorism

Association of Canadian Engineering Companies

Canadian Construction Association

Construction Specifications Canada

The Royal Architectural Institute of Canada

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-177

AGREEMENT: (E2.2) A by-law to authorize execution of a contract between the City and R.M. Belanger Limited for bridge repairs to Municipal Bridge #31, Old Goulais Bay Road.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and the Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a contract in the form of Schedule "A" attached hereto, dated August 11, 2014 and made between the City and R.M. Belanger Limited for bridge repairs to Municipal Bridge #31, Old Goulais Bay Road.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 11th day of August, 2014.

MAYOR - DEBBIE AMAROSO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

wl LEGAL\STAFF\BYLAWS\2014\2014-177 Contract Bridge #31 Old Goulais Bay Rd

CORPORATION OF THE CITY OF SAULT STE. MARIE

Contract for Emergency Bridge Repairs, Municipal Bridge #31, Old Goulais Bay Road

FORM OF AGREEMENT

This Agreement made (in triplicate) this eleventh day of August in the year 2014 by and between R.M. Belanger Limited, hereinafter called the "Contractor"

AND

The Municipal Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

   Old Goulais Road Bridge Repairs, Municipal Bridge #31

   which have been signed in triplicate by both parties and which were prepared by Tulloch Engineering Inc. acting as Engineer and Contract Administrator under the supervision of Jerry Dolcetti, R.P.P., Commissioner of Engineering and Planning, acting as and herein entitled, the Owner.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions and the Drawings.

3. The Contractor will complete all the work to the entire satisfaction of the Engineer within the period of time specified.

4. The Corporation shall pay to the Contractor the contract price as set forth in the quoted unit prices, and in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the quoted unit prices are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.

5. The Corporation shall pay the Contractor for work that is ordered in writing by the Engineer and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.

6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.

7. All communications in writing between the Corporation, the Contractor and the Engineer shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile as follows:

THE CORPORATION:
The Corporation of the City of Sault Ste. Marie
P.O. Box 580
Civic Centre
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

THE CONTRACTOR:
R.M. Belanger Limited
100 Radisson Ave.
Chelmsford, ON P0M 1L0

THE ENGINEER:
Mr. John McDonald P. Eng.
Tulloch Engineering
71 Black Road, Suite 8
Sault Ste. Marie, Ontario
P6B 0A3

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____
MAYOR – DEBBIE AMOROSO

(seal)

_____
CITY CLERK – MALCOLM WHITE

THE CONTRACTOR

R.M. Belanger Limited
COMPANY NAME

(seal)

_____
SIGNATURE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-178

AGREEMENT: (E2.2) A by-law to authorize execution of a contract between the City and R.M. Belanger Limited for slope stabilization and scour protection to Municipal Bridge #1, Great Northern Road.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and the Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a contract in the form of Schedule "A" attached hereto, dated August 11, 2014 and made between the City and R.M. Belanger Limited for slope stabilization and scour protection to Municipal Bridge #1, Great Northern Road.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 11th day of August, 2014.

MAYOR - DEBBIE AMAROSO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

wl LEGAL\STAFF\BYLAWS\2014\2014-178 Contract Bridge #1 Great Northern Rd

CORPORATION OF THE CITY OF SAULT STE. MARIE

Contract for Emergency Slope Stabilization and Scour Protection Municipal Bridge #1, Great Northern Rd, 0.6 km north of Fourth Line Rd

FORM OF AGREEMENT

This Agreement made (in triplicate) this eleventh day of August in the year 2014 by and between R.M. Belanger Limited, hereinafter called the "Contractor"

AND

The Municipal Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

Municipal Bridge #1 – Slope Stabilization and Scour Protection Great Northern Rd, 0.6 km north of Fourth Line Road

which have been signed in triplicate by both parties and which were prepared by Tulloch Engineering Inc. acting as Engineer and Contract Administrator under the supervision of Jerry Dolcetti, R.P.P., Commissioner of Engineering and Planning, acting as and herein entitled, the Owner.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions and the Drawings.

3. The Contractor will complete all the work to the entire satisfaction of the Engineer within the period of time specified.

4. The Corporation shall pay to the Contractor the contract price as set forth in the quoted unit prices, and in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the quoted unit prices are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.

5. The Corporation shall pay the Contractor for work that is ordered in writing by the Engineer and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.

6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.

7. All communications in writing between the Corporation, the Contractor and the Engineer shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile as follows:

THE CORPORATION: The Corporation of the City of Sault Ste. Marie
P.O. Box 580
Civic Centre
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

THE CONTRACTOR: R.M. Belanger Limited
100 Radisson Ave.
Chelmsford, ON P0M 1L0

THE ENGINEER: Mr. John McDonald P. Eng.
Tulloch Engineering
71 Black Road, Suite 8
Sault Ste. Marie, Ontario
P6B 0A3

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____
MAYOR – DEBBIE AMOROSO

(seal)

_____
CITY CLERK – MALCOLM WHITE

THE CONTRACTOR

_____R.M. Belanger Limited_____
COMPANY NAME

(seal)

_____
SIGNATURE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-179

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Queen Street East from East Street to Brock Street to facilitate Case's Music Block Party on August 23, 2014.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF QUEEN STREET EAST**

   The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Queen Street East from East Street to Brock Street from 11:00 a.m. to 8:00 p.m. on August 23, 2014 to facilitate Case's Music Block Party.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 11th day of August, 2014.

_____

MAYOR – DEBBIE AMAROSO

_____

DEPUTY CITY CLERK – RACHEL TYCZINSKI

LEGAL\STAFF\BYLAWS\2014\2014-179 TEMPORARY STREET CLOSING.DOC

2013 ANNUAL REPORT

Sault Ste. Marie
ECONOMIC
DEVELOPMENT
CORPORATION

promoting an environment that generates economic growth, diversification and sustainable employment





Sault Ste. Marie
ECONOMIC
DEVELOPMENT
CORPORATION

Visit us online at www.sault-canada.com

SAULT STE. MARIE ECONOMIC DEVELOPMENT CORPORATION 2013 ANNUAL REPORT

Table of Contents

President's Message	2
CEO's Message	3
Introduction	4
Executive Summary	6
Business	8
Tourism	14
Corporate	20
Financials	22
Our Team	24





PRESIDENT'S MESSAGE

On behalf of the entire Sault Ste. Marie Economic Development Corporation (SSMEDC), thank you for taking the time to read our 2013 Annual Report. It's important that people understand what our organization does and how we impact the local economy, along with the community in general. This document highlights our endeavours, which, in turn, demonstrates accountability for the annual investments we receive to operate. Such activity, including job creation and other deliverables, can be found in the following pages of this report.

While we are certainly proud of our activity and results generated, it's important to note that none of it would be possible without the support we receive from our funding partners, particularly the ratepayers of Sault Ste. Marie and senior levels of government. Without their investments and backing, none of the activity mentioned in this Annual Report would be possible.

To be successful, economic development takes a team effort involving a number of groups. While this Annual Report highlights SSMEDC activity, it's important to note that we often work with other organizations and individuals to initiate, advance and complete projects on behalf of the community. Specifically, I'd like to give kudos to Mayor Debbie Amaroso, City Council and the City staff team, along with our MPP David Orazietti and MP Bryan Hayes, for their support.

Finally, I'd also like to send my sincere thanks to the SSMEDC team – everyone from the staff, to my colleagues on the Board of Directors, to our volunteer Committee members. Your efforts, which are exemplified as results in the subsequent pages of the Annual Report, have not gone unnoticed.



Don Mitchell



CEO'S MESSAGE

In 2013, a number of innovative and exciting projects were advanced or started in our community, and the Sault Ste. Marie Economic Development Corporation (SSMEDC) was proud to be a part of them. From waterfront and downtown redevelopment initiatives, to advancement of the digital gaming sector, to tourism product development, the year saw considerable progress on a number of fronts.

Also in 2013, the Municipality's credit rating was maintained at A+ by Standard & Poor's, a world-leading financial institution that provides global credit benchmarks. The high assessment suggests a favourable future for Sault Ste. Marie. As, too, does the fact that the private and public sectors have recently invested heavily in the community in a number of sectors, including education, advanced manufacturing, tourism and accommodations, transportation, and information/communication technology.

While there is certainly much promise on the horizon, there are also challenges ahead. In a recent report from the Algoma Workforce Investment Corporation, the Sault's aging demographics may pose a problem in years to come. According to the report, roughly 500 net new jobs need to be created every year for the next two decades in order for our population to remain at current levels. In 2013, SSMEDC programs and services helped create or retain 279 jobs. Such activity, in partnership and in conjunction with other community groups, will need to continue in the future for population levels to maintain or grow.

In 2014 and beyond, the SSMEDC will continue to work on key projects on behalf of the community, with the ultimate goal of creating and retaining jobs, generating wealth, attracting visitors, and increasing the Municipal tax base.



Tom Dodds

Introduction

MISSION

The SSMEDC's mission is to support the sustainable growth and the further development of a diversified community economy through activities and undertakings, which facilitate:

- The creation and retention of wealth in the community;
- Increasing productivity and global competitiveness;
- Inward investment and trade; and
- Marketing and promotion of business/tourism development;

Thereby achieving the Corporate vision.

MANDATE

The SSMEDC is a not-for-profit Corporation, funded by public and private partners. It is the City's lead agency on economic development providing strategic advice, policy, implementation of projects, Economic Development Fund recommendations, pertaining to economic development (which is inclusive of tourism) and private sector relations.

PURPOSE OF THIS REPORT

The Annual Report provides the community, clients and funding partners with an overview of Sault Ste. Marie Economic Development Corporation (SSMEDC) activity. The goal of the report is to demonstrate accountability for the investments the Corporation receives.

It's important to note, however, that economic development is a continuous, evolving process. As an example, if a company opened or expanded their operations in 2013, the process may have begun years earlier, with much or all of the work done out of the public eye.

To be consistent and to properly reflect the Corporation's involvement in a project, only activity that underwent significant progress during 2013 is included in the Annual Report.

Community Support

Economic development is a team effort. When delivering its programs and services, the SSMEDC works very closely with City Council and staff, key community stakeholders, and senior levels of government.

The SSMEDC is very grateful for the investments it receives from the City of Sault Ste. Marie. As well, it appreciates the strong support it receives from the Mayor, Council and City staff team. The SSMEDC also thanks the Federal and Provincial governments, along with its many other partners, for their investments in the Corporation.

Without the support of its many community and stakeholder partners, none of the activity mentioned in this report would be possible.

VISION

"Our community, City Council and other partners recognize and value the Corporation as their source for leadership and support in shaping and creating a competitive, sustainable and thriving economy for Sault Ste. Marie."

By 2020, Sault Ste. Marie will be recognized as a leading community having an increasingly diverse, sustainable and globally competitive economy supported by the energy, manufacturing, innovation, research, small business and tourism sectors.

In support of its vision, the SSMEDC will be a community-oriented, customer-driven, strategic and results-based organization that values its employees as a team and is characterized by:

- Earning the trust and respect of its community and partners;
- Building strong alliances and networks;
- Investing in its people and relationships;
- Creative risk-taking balanced by fiscal prudence; and
- Leadership focused on effective communication, innovation, ethics and the willingness to embrace change.

Corporate Overview

With its office located on the first level of the Civic Centre, the Sault Ste. Marie Economic Development Corporation (SSMEDC) is a non-profit organization. It has a Board of Directors that includes a City Councillor and the Mayor (ex officio), along with individuals who represent the community's public, private and non-profit sectors. The volunteer Board provides the Corporation with strategic direction, which the staff team then uses to undertake programs, services and special projects.

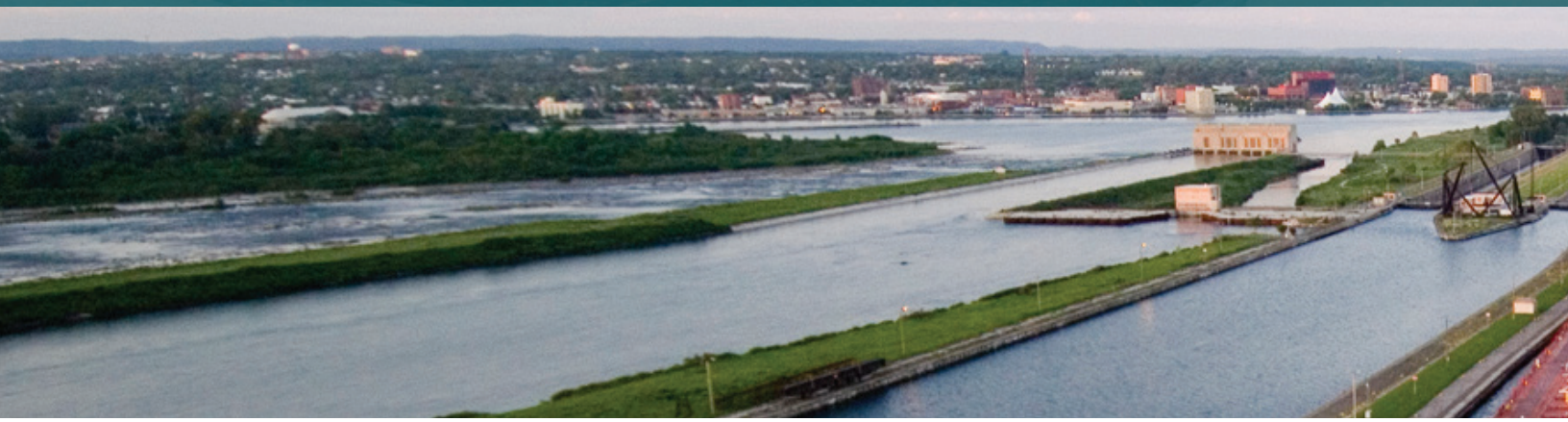
To fulfill its mandate – including job creation, wealth generation and attracting visitors – the SSMEDC is organized around the following three operating divisions:

- **Business Sault Ste. Marie** - Supports existing businesses and attracts external businesses to create and retain jobs, generate wealth and increase the Municipal tax base.

- **Tourism Sault Ste. Marie** - Develops tourism-related products, delivers annual marketing activities, and attracts and supports events, all of which are designed to increase visitation levels to the community.

- **Corporate Services** - Provides support for the Sault Ste. Marie Economic Development Corporation as a whole, including the functions of finance, information technology, freedom of information and protection of privacy, human resources, and communications; also provides administration for the SSMEDC Board of Directors and Committees, City Council's Economic Development Fund (EDF), and the Destiny Sault Ste. Marie Economic Diversification Strategy.

Executive Summary



The Sault Ste. Marie Economic Development Corporation (SSMEDC) receives operating funding from the City of Sault Ste. Marie, along with other sources, including senior levels of government and the private sector. For the investments it receives, the SSMEDC is mandated to deliver a return in the form of wealth generation, creating and retaining jobs, and attracting visitors. The Annual Report outlines the Corporation's activity and, in doing so, demonstrates accountability and the return on investment its funders receive.

On the Business front, in 2013, the SSMEDC conducted **401 client consultations** with company owners and aspiring entrepreneurs. This led to **32 business startups and expansions**, which created or retained **279 jobs**. These projects also led to a total community investment of about **$13.1 million**.

With respect to Tourism, SSMEDC activity – specifically, in attracting major events and selling vacation packages to travellers – generated **18,918 visitor days**. This activity led to **$2.73 million in direct visitor spending** and millions of more dollars in indirect economic activity.

Along with the above-mentioned statistics and results, the SSMEDC also led or took part in a number of key community initiatives in 2013, each with potential to have a significant impact on the local economy in the future. For instance, the **SSM/OLG Modernization Project** is designed to best position the community to take advantage of the growth and transformation of Ontario's lottery and gaming sector. The SSMEDC is also working to develop a **Small Business Incubator** in the downtown core of the city, along with a **Deep Water Port** that will allow local companies to expand by making it more cost-effective to ship products to and from Sault Ste. Marie.

Meanwhile, the SSMEDC is working with community partners on major **Waterfront/Downtown Redevelopment** projects, including one on the former St. Marys Paper property that's slated to



see tourism, educational and other components. The Corporation is also working with its tourism partners to develop visitor-related products surrounding the iconic **Group of Seven** artists, along with a **cycling route** between Sault Ste. Marie and Sudbury along the North Shore of Lake Huron. Both are designed to attract new types of travellers to the city and region.

Financially, the SSMEDC received **$1.62 million** in operating funds from the City of Sault Ste. Marie in 2013. This represented about 1.4% of the Municipality's total expenses for the year. With its core investment from the City, the SSMEDC secured roughly **$1.78 million** in additional funding from senior levels of government and the private sector. Essentially, **for every dollar provided to the Corporation by Sault ratepayers in 2013, the SSMEDC was able to secure slightly more than an equivalent value from other sources**. This is typical for the Corporation, which uses its core operating budget to secure significant amounts of additional dollars for its strategic activities on behalf of the community.

For the funding the SSMEDC received in 2013, the Corporation delivered a solid return on investment in terms of leveraging its Municipal investment, assisting entrepreneurs with their business startup and expansion projects, and attracting visitors to the community. This activity helps generate wealth and increase the tax base.

Between 2012 and 2013, total property value in Sault Ste. Marie has gone up by 12%, from $4.722 billion to **$5.386 billion**. While part of this increase can be attributed to climbing assessments, it also represents net growth in the overall tax base, which is caused by the construction of new homes, businesses and other buildings.

Also, on an annual basis, the number of employed persons has risen from an average of 34,800 people working in 2012 to **37,000** working in 2013. Furthermore, based on City Planing Division estimates, the population has gone up from 75,141 in 2011 (the last census) to 76,000, and it's expected to grow to more than **77,500 by 2016**. All of this represents a positive trend for the community.

Business

ROLE

Business Sault Ste. Marie supports aspiring entrepreneurs and existing firms with their startup and expansion plans. The division also focuses on youth business development, international and regional partnerships, and assisting area companies in accessing funding programs and private capital. This activity creates and retains jobs in the community while generating wealth and increasing the Municipal tax base.

RESULTS

In 2013, through its various programs and services, Business Sault Ste. Marie assisted its clients in generating the following:

- Startups/Expansions 32
- Total Investment $13.1 million
- Jobs Created/Retained 279
- Client Consultations 401

PROGRAMS AND SERVICES

Business Retention, Expansion and Investment

Growing local business is a cornerstone to a prosperous community. Through a targeted approach to identifying and meeting with companies, the purpose of this program is to connect and support local firms to the resources and services required to develop new markets while improving competitiveness and productivity. Through a consultation process to gather intelligence, the Business Sault Ste. Marie team measures, evaluates and develops strategies to address the needs of business. The program's goal is to enable new growth and to stabilize and expand the employment base in key sectors, such as manufacturing, forestry, steel fabrication, value-added wood, renewable energy and recycling.

In 2013, Business Sault Ste. Marie conducted 38 on-site consultations, which led to **14 firms expanding** their operations. This activity helped create or retain **257 jobs** and generated **$12.1 million** in community investments. Meanwhile, since the BR&E program began in July 2010, the division has worked with several dozen companies in their growth projects, activity that helped create or retain **more than 1,000 jobs** and led to a total community investment of over **$33 million**.

Enterprise Services

Enterprise Services supports small business owners with their start-up and operational needs. Business Sault Ste. Marie delivers the program on behalf of the Ontario Ministry of Economic Development, Trade and Employment. Enterprise Services is designed to bolster the region's small business sector and, ultimately, create jobs in Sault Ste. Marie, the Algoma District and Chapleau. The Business Sault Ste. Marie team provides a variety of services covering various elements of business development and entrepreneurship, including workshops and seminars, consultations, and assisting clients in accessing financial resources.



Joe Caruso (right), President of Triple M Metal, and Tom Anderson, Vice-President of Engineering for the Brampton-based company. The SSMEDC assisted the local Triple M branch in securing financing for the purchase of new shredding equipment in 2013.

In 2013, under its Enterprise Services program, Business Sault Ste. Marie conducted **363 consultations** with current and aspiring small business owners. This activity helped start **19 companies**, create **22 jobs** and generate nearly **$1 million** in community investments. Over the past five years, the Enterprise Services program assisted more than **120 small businesses** with their startup or expansion plans, which helped create or retain around **230 jobs**.

Youth Entrepreneur Development

Business Sault Ste. Marie provides programs and services specifically designed to support young entrepreneurs in the Sault Ste. Marie area. For example, **Summer Company** provides up to $3,000 for students between the ages of 15 and 29, who are returning to school, with the opportunity to start and operate a business for at least eight weeks during the summer. Administered in the region by Business Sault Ste. Marie, the program is funded by the Ontario Ministry of Economic Development, Trade and Employment.

"SSMEDC staff were willing to offer assistance and answer questions whenever I had concerns. I would not have been able to do it on my own."

- Connie Carello, Owner, CC Communications

In 2013, the Province of Ontario allocated 10 Summer Company spaces for the region. With its marketing and outreach efforts, Business Sault Ste. Marie was successful at filling all the positions. The goal of the program is to provide youth an opportunity to delve into the world of enterprise, experience that can – and often does – lead to a lifetime of entrepreneurship. For instance, years later, a number of past Summer Company participants are still operating their businesses as year-round, full-time enterprises, including Cavera Inc. and Green Grass Yard Care. Such examples speak to the success of the program.



Connie Carello, owner of CC Communications. With assistance from the SSMEDC, the businesses opened its doors in 2013.

Along with Summer Company, Business Sault Ste. Marie also assists area youth in accessing other funding sources, including the **Northern Ontario Heritage Fund Corporation** and the **Canadian Youth Business Foundation**. As well, the division helped administer the Province's 2013 **Make Your Pitch** campaign.



2013 Summer Company participant Derrick Pook, owner of Brix, a business that specialized in re-leveling brick driveways, patios and walkways.

International Relations and Regional Partnerships

International Relations and Regional Partnerships is designed to further connect Sault Ste. Marie with markets around the world. This is done by facilitating trade missions – mostly inbound – and establishing business and government alliances. In 2013, Business Sault Ste. Marie coordinated a number of **inbound missions** involving business and government delegations from countries around the world, including Chile, Columbia, Finland, Germany, Mexico, South Korea and the United States.

A key project under this program was **Naturallia 2013**. The global business-to-business matchmaking forum attracted more than 150 company owners and executives from seven countries. Initiated by RDEE Ontario, the event was organized and hosted by the Sault Ste. Marie Economic Development Corporation, in partnership with the Sault Ste. Marie Innovation Centre. To deliver this program, Business Sault Ste. Marie helped secure more than $400,000 from senior levels of government and sponsorship, along with a $25,000 investment from the City's Economic Development Fund.

With respect to regional partnerships, Business Sault Ste. Marie was actively involved in a number of groups and projects, including:

- **Ontario's North Economic Development Corporation (ONEDC)**, a partnership of the economic development organizations from the five major centres in the region;
- **Upper Peninsula Economic Development Alliance**, which is working to establish an Ontario and Michigan Export and Logistics Regional Partnership via a Trade Corridor to the Twin Saults;
- **Bi-national Regional Innovation & Collaboration Advisory Network** and **Michigan State University Center for Community & Economic Development**; and
- Resource for the **Great Lakes International Trade and Transportation Hub Initiative**.

CITY MAINTAINS ITS A+ CREDIT RATING

What does the future hold for Sault Ste. Marie and the local economy? According to a world-leading financial research agency, prospects for the community look bright.

In 2013, Standard & Poor's reaffirmed its positive outlook for Sault Ste. Marie. S&P, a financial institution that provides global credit benchmarks, maintained it's A+ rating for the Municipality.

The high rating was based on a number of factors, including the City's low debt burden, its "very positive" liquidity position and its "predictable and well balanced" institutional framework. While the A+ credit rating from Stand & Poor's is indicative of a well-run Municipality, particularly in how it manages its finances, it also speaks to the community having a stable economy in a period of global uncertainty.

S&P rates cities across Canada based on their debt management, local economy and expected growth. Its positive outlook for Sault Ste. Marie suggests a promising future for the community.

KEY PROJECTS

SSM/OLG Modernization Project

The Provincial Government is in the process of modernizing this sector in Ontario. Home to the headquarters of the Ontario Lottery and Gaming Corporation (OLG), along with a casino, Sault Ste. Marie has the infrastructure and human resource expertise needed to spearhead the modernization process. The Sault Ste. Marie Economic Development Corporation is leading the SSM/OLG Modernization Project, with the goal of retaining and growing the sector in the community. Highlights for 2013 include:

- Developed a marketing campaign, promo video and website (**www.saultlotteryandgaming.com**) to help attract private sector lottery and gaming operators to the city;
- Hosted and worked with several technology-related businesses that are interested in operating OLG gaming sites and lottery functions;
- Met with senior government officials, including Premier Kathleen Wynne, Ontario Finance Minister Charles Sousa and other members of Cabinet, to make the business case that the Sault has competitive advantages in the sector and deserves to retain and grow its strong industry presence;
- Secured $185,000 from **FedNor** to develop an **attraction strategy** for digital gaming/IT businesses and access the feasibility of developing a shared data services facility in the community. The City of Sault Ste. Marie also supported this initiative with an investment of $150,000 from its **Economic Development Fund**, and the **Northern Ontario Heritage Fund Corporation** contributed $50,000.

"The Sault Ste. Marie Economic Development Corporation has been our key community partner. An urban redevelopment project of this magnitude requires a close collaboration and intensive dialogue with all stakeholders. The SSMEDC has gone beyond the line of duty to support us in arranging and coordinating that dialogue. It has made all the difference. We have a while to go still, and they will be with us every step of the way."

Willem Galle, Blueforest Ventures, owners/developers of the former St. Marys Paper site

Small Business Incubator

In 2013, Business Sault Ste. Marie continued to work on developing a Small Business Incubator pilot project in the downtown core of the community. The facility, if realized, would provide a **space for entrepreneurs** to operate their budding companies and would provide a number of direct services, including coaching, mentoring and marketing assistance. The goal is to help owners survive through the often-difficult first few years of start-up.

City Council supported the project with a $190,000 investment over three years from its Economic Development Fund. Also in 2013, Business Sault Ste. Marie submitted funding applications to the Northern Ontario Heritage Fund Corporation and FedNor to further help get this project off the ground. Pending the support of senior levels of government, the Small Business Incubator pilot project is expected to be rolled out in 2014/2015.

JOBS, JOBS, JOBS

According to a recent report from the Algoma Workforce Investment Corporation (AWIC), based on Sault Ste. Marie's aging population and other factors, it's estimated that the community will need a net in-migration of 10,000 employees over the next 20 years to simply sustain current population and economic levels. To achieve this, an average of 500 jobs need to be created each year.

How does this happen? In Canada, small businesses are responsible for creating roughly 78% of all private jobs. And in Sault Ste. Marie, 81% of employers have less than 10 employees. Essentially, growth in the local workforce will likely come from small businesses.

Industrial Regional Benefits (IRB) – National Defense Sector/Major National Contracts

Business Sault Ste. Marie is working with area companies on getting their "Controlled Goods" status, which is required to sell to national defense companies, along with major national contractors. Several local firms already have the designation and have been supplying these contractors. Over the next 10 years, Ottawa is expected to spend around **$30 billion** on national defense. The Federal Government's Industrial Regional Benefits (IRB) Program is designed to spread some of this business around the country. Northern Ontario is a designated area under IRB, meaning qualified and registered companies in the region can take advantage of the program. Business Sault Ste. Marie is working to ensure local companies are able to capitalize on the program.

Deep Water Port Project

Business Sault Ste. Marie continued to support this key community infrastructure project in 2013. Throughout the year, the division assisted with funding applications to senior levels of government. The importance of this initiative can't be overstated. Expanding the harbour facilities at Essar Steel Algoma for public use will allow local firms to grow, by making it more cost-effective to import and export goods to and from Sault Ste. Marie. The benefits of harbour expansion have the potential to generate **$600 million** in economy activity and **$300 million** in value-added gross domestic product. As well, job opportunities from the construction and operation of the port, along with possible staffing increases to local companies, could create between **600 and 1,800 full-time positions**.

Film and Television Production Support

When a film or television production comes to town, Business Sault Ste. Marie assists the visiting crew in coordinating with the Municipality



During one of the first Cabinet meetings of the Honourable Kathleen Wynn's Government, the Premier speaks with SSMEDC CEO Tom Dodds and others about the future of Ontario's lottery and gaming industry.

In 2013, Business Sault Ste. Marie assisted 32 small business clients with their startup or expansion plans. This led to a total community investment of about $13.1 million and created or retained 279 jobs.

Moving forward, these efforts, along with joint activity from other organizations in the public, private and non-profit sectors, will be essential in helping to sustain and grow the city's population levels in the future.



Members of the Ontario Cabinet came to Sault Ste. Marie in 2013 to meet with community groups, including the SSMEDC, to discuss various key projects, such as Waterfront Redevelopment.

with matters such as policing requirements, street closures and permits. In 2013, the division helped with the production of a number of feature films, including Masked Saint, Midnight Sun and If You See Her. These three movie shoots had a total local spend of approximately **$6 million**.

Physician Recruitment Support

To help attract inward investment and wealth, while also increasing the quality of life for all citizens, Business Sault Ste. Marie is actively involved in the community's Physician Recruitment efforts. When a prospective doctor visits the city, the division provides area tours and other information. The goal is to promote the many benefits that make the Sault a great place to live and work. In 2013, **20 city tours** were provided to visiting physicians, several of whom made subsequent commitments to practice medicine in Sault Ste. Marie.

Waterfront/Downtown Redevelopment Project

Throughout 2013, Business Sault Ste. Marie worked with **Riversedge/ Blueforest Ventures**, the owners of the former St. Marys Paper property, along with the **TVM Group**, which acquired the old Sault Area Hospital site. Both companies are engaged in major waterfront redevelopment projects that have real potential to change the landscape of the Sault's downtown. Coupled with opportunities on nearby properties — one vacant, the other housing OLG Casino Sault Ste. Marie – the prospects for positive change in the area are even higher.

"The SSMEDC has been vital in the startup of our business. We really appreciate their assistance."

- Dr. Jason Bradford, Co-Owner, Northern Integrated Chiropractic & Physiotherapy

Hosted by the SSMEDC, Naturallia 2013 was a global business matchmaking event that attracted participants from seven countries.



Tourism

ROLE

Tourism Sault Ste. Marie works to increase visitor levels to the community by:

- Developing tourism-related products and delivering annual marketing activities that promote Sault Ste. Marie as a four-season tourist destination;
- Promoting and selling vacation packages;
- Taking the lead on bidding for and supporting sports tournaments, conferences and conventions that provide significant economic impacts on the community; and
- Support tourism and recreational infrastructure development.

PROGRAMS, SERVICES AND PROJECTS

To carry out its mandate of attracting visitors, and helping to keep them here for longer periods of time, Tourism Sault Ste. Marie delivers a number of programs, services and projects. For 2013, key activity included:

Meetings, Conventions and Sports Tournaments

To attract visitors to the community, Tourism Sault Ste. Marie bids on and/or supports **major events**, including meetings, conventions and sports tournaments. In 2013, the division worked with community groups to attract or host a variety of events, which led to **10,175 visitor days**, **$1.64 million in direct visitor spending**, and millions of dollars more in indirect spending and spin-off activity. With Tourism Sault Ste. Marie support, events held in the community in 2013 include:

- Telus Cup National Midget AAA Championships;
- North East Ontario Mines and Minerals Symposium;
- Ontario Basketball Association Provincial Championships;
- Crime Stoppers Conference;
- Bantam AA Provincial Hockey Championships;
- Ontario Professional Fire Fighters Convention;
- Naturallia 2013 Global Business Matchmaking Forum;
- Ontario Student Nurses Conference;
- OFSSA Basketball Championships; and
- NOTO's Northern Ontario Tourism Conference.

Meanwhile, in 2013 a past event bid on by Tourism Sault Ste. Marie, in partnership with the City's Community Services Department, was nominated for Event of the Year by the Canadian Sport Tourism Alliance. The **2012 CARHA Hockey World Cup** attracted more than

RESULTS

In 2013, through its programs, services and projects, Tourism Sault Ste. Marie activity helped lead to:

- Visitors Days 18,918
- Visitor Spending $2.73 million direct with millions more indirect



Members of the Soo North Stars at the opening ceremonies of the 2013 Telus Cup Championships, an event that attracted several hundred visitors to Sault Ste. Marie. Photo courtesy of Phil McCallum/Hockey Canada Images.

2,300 visitors from around the world, which left an economic impact of **$13.3 million**.

Also in 2013, Tourism Sault Ste. Marie helped secure a number of events for the following year, including the:

- Ontario Scotties Tournament of Hearts;
- U-12 Provincial Ringette Championships;
- Federation of Northern Ontario Municipalities Conference;
- Ontario Hockey Federation Atom AA Championships;
- Meeting of the Air Force Association of Canada;
- Grand Slam of Curling
- Ontario Chamber of Commerce Annual General Meeting;
- Canadian Colleges Athletics Association (CCAA) National Curling Championships; and
- Energy Opportunities Conference.

"Our partnership with Tourism Sault Ste. Marie and the Economic Development Corporation has helped us go after some major curling events. Our collaborative effort has been a recipe for success, and we look forward to continuing our partnership for years to come."

Eric Kirby, Board Member, Soo Curlers Association, Host of the 2014 Ontario Scotties Tournament of Hearts

Vacation Packages

Tourism Sault Ste. Marie markets the area's visitor attractions and promotes/sells vacation packages around them. By combining area attractions with accommodation options, travellers get a more-valued purchase. The core components of the Vacation Packages program are the Agawa Canyon Train Tour, along with cross-country and downhill skiing at Searchmont Resort. In recent years, additional options have been added, including heritage and culture, golf and gaming, and spa and dining.

BRIGHT FUTURE FOR LOCAL TOURISM SECTOR?

Over the past few years, the private sector has invested heavily in the accommodations sector in Sault Ste. Marie. Approximately $32 million was spent on the construction of two brand new hotels, and major renovations took place at several others.

Why has there been such a large amount of resources invested in the local accommodations sector as of late? The influx is indicative of a future of promise and opportunity. Many of the factors that caused a downward trend in the local tourism industry about five years ago – namely, a slumping U.S. economy and passport concerns – are slowly fading away.

Meanwhile, Tourism Sault Ste. Marie is working with its industry partners to generate new products, including Destination

In 2013, Tourism Sault Ste. Marie sold **4,089 vacation packages** online and through accommodation partners. This activity led to **8,743 visitor days**, **$1.09 million in direct visitor spending** and millions of dollars in additional indirect economic activity. Most of these sales were made on Tourism Sault Ste. Marie's **online reservation system**. Established in 2011, the web-based booking software, available at **www.saulttourism.com**, is the first of its kind in Northern Ontario. Strong booking numbers materialized in 2013, which saw a 15% increase over the previous year until a rail bridge washout temporarily cancelled the Agawa Canyon Train Tour in September.

In 2013, Tourism Sault Ste. Marie, working with local attraction and accommodation partners, developed a number of new and unique vacation packages. For instance, to cater to different types of travellers, a fly-fishing adventure option was added to the online reservation system. Also, when concerts and other major entertainment events are booked at the Essar Centre, vacation packages are now offered around the live shows.

"Tourism Sault Ste. Marie and the Economic Development Corporation have been a solid partner of Searchmont Resort for many years. They've supported us on a number of successful projects, and we look forward to continuing to work with them in the future."

David Hornstein, Board Member, Searchmont Ski Association

Agawa Canyon Train Tour Revitalization Project

Tourism Sault Ste. Marie's involvement in the Agawa Canyon Tour Train Revitalization Project, which was successful at securing an $11-million upgrade to the attraction several years back, continued to pay dividends in 2013. Though a bridge washout in September shut down the ride for two weeks, the season ended positively with an increase of nearly 1,500 riders in October over the previous year.



Members of the bid committee for the 2014 Ontario Scotties Tournament of Hearts, which included representatives from the Soo Curlers Association and Tourism Sault Ste. Marie.

North and a cycling route along the North Shore of Lake Huron, while also focusing on its core functions of attracting major events and selling vacation packages. Though there are some concerns moving forward, including the cancellation of the Agawa Canyon Snow Train and questions surrounding the viability of CN's Algoma Central Railway passenger service between Sault Ste. Marie and Hearst, the future of local tourism looks bright.



Searchmont Resort, the Sault area's No. 1 winter travel generator.

Though 2013 began on a somewhat promising note for the Agawa Canyon Train Tour, the owner of the attraction, CN Rail, announced late in the year that it was terminating its Snow Train excursion in the winter. The impact of this cancellation on the local tourism industry is significant. Tourism Sault Ste. Marie is working – and will continue to work – with affected stakeholders and other partners to find solutions that might re-start the Snow Train in the coming winter seasons.

Product Development

To attract different kinds of visitors, and to help influence travellers to stay in Sault Ste. Marie for longer periods of time, Tourism Sault Ste. Marie is always looking to establish new types of attractions. In 2013, the following tourist products were under development:

Destination North

Tourism Sault Ste. Marie is working with Riversedge/Blueforest Ventures, the new owners of the St. Marys Paper site, on the visitor-related portion of the waterfront redevelopment project. Called Destination North, the yet-to-be finalized attraction is slated to have a number of components, including an **Entomica**, where visitors can discover the fascinating and often-misunderstood world of insects through live interactive exhibits, along with a regional **Food Market**, which will showcase area foods, clothing and artisanal products. Though the project will certainly cater to local residents, it will also help attract visitors to the community, which is why Tourism Sault Ste. Marie is supporting this initiative.

Group of Seven

Tourism Sault Ste. Marie is also working to develop new product offerings that centre around the iconic Group of Seven artists. The painters gained international fame by capturing the rugged Canadian landscape in the 1920s and 1930s. Much of their work focused on Northern Ontario, particularly in the Sault Ste. Marie area. As a result, there's considerable opportunity to capitalize on the renowned Group of Seven brand by

The former St. Marys Paper site, future home of Destination North.



HERITAGE DISCOVERY CENTRE ADDS TO THE SAULT'S TOURIST ATTRACTION TOOL BELT

The local tourism and culture sector got a boost when construction of a Heritage Discovery Centre began in 2013. The $4-million facility, located at the Ermatinger-Clergue National Historic Site, essentially converts the location into a year-round attraction. The centre will feature a number of components, including a new exhibition gallery, multimedia theatre and a War of 1812 gallery. Funding for the project came from the Federal Government's Canada Cultural Spaces Fund, the Northern Ontario Heritage Fund Corporation and the City of Sault Ste. Marie.

While helping to attract visitors to Sault Ste. Marie, the complex will also provide leisure and learning opportunities for local residents. Meanwhile, when combined with other visitor

working with the private sector to develop two and three-day packages around the history of the artists. Product ideas now being considered include a **driving tour** to Group of Seven locations, which would require infrastructure such roads and perhaps an information centre close to the sites; **guided canoe and camping tours** involving small groups of tourists; and **Agawa Canyon Train Tour linkages**, which may involve a new coach dedicated to passengers interested in the famed Canadian artists.

North Shore Cycling Route

Another tourism project currently in the planning stages involves establishing a cycling route between Sault Ste. Marie and Sudbury along the North Shore of Lake Huron. Though still in the early planning stages, this initiative, if realized, would attract additional visitors – specifically, sport and **cycling tourists** – to the city and region from around the world.

Searchmont Retention

The largest ski hill in the midwest, Searchmont Resort provides a number of benefits to the community. For starters, it offers a fun and health activity for area residents. The resort also attracts between 17,000 and 21,000 skiers and snowboarders each year, with a significant number coming from out of town -- mostly from Sudbury/North Shore and Michigan -- which provides a significant economic benefit to the community. As well, it employs about 130 people and has an operating budget of about $1.4 million, almost all of which is spent in the Sault Ste. Marie region.

Put simply, as the No. 1 winter travel generator for the region, the importance of the attraction can't be overstated. Given its significance, Tourism Sault Ste. Marie works to promote and support Searchmont Resort. In 2013, the division helped the resort secure a $50,000 investment from the **Ontario Trillium Foundation**. The funds were used for a marketing initiative that targeted a number of segments, including youth.

Also in 2013, Tourism Sault Ste. Marie helped the resort secure a $100,000 loan guarantee from the City's **Economic Development Fund**. The



Ian McMillan, Executive Director of Tourism Sault Ste. Marie, delivers a workshop to assist local agencies in securing and hosting events.

attractions, including the Agawa Canyon Train Tour and Searchmont Resort, along with major events made possible thanks to the state-of-the-art Essar Centre, the Heritage Discovery Centre will boost the overall tourism sector in the community.

The Queen Street East attraction provides another reason for visitors to come to Sault Ste. Marie and maybe stay here a little longer once they arrive. Simply put, the centre is another tool in the community's visitor marketing tool belt.



A conceptual drawing of the Heritage Discovery Centre.

money, used as collateral, enables the hill to access a line of credit from its financial institution, which allows staff to get the attraction in operating condition. The Municipality, through a loan guarantee, has supported Searchmont for a number of years. However, it should be noted that the EDF collateral has never been spent, as revenues from the ski and snowboard season allow the resort to repay its line of credit season-after-season.

Awards & Accolades

Tourism Sault Ste. Marie was a finalist for a 2013 **Ontario Tourism Award** for "Best Advertising Campaign" for its summer/fall Agawa Canyon Train Tour package. As a key tool in helping to attract visitors, the division prides itself on its first-rate marketing and promotional items. Tourism Sault Ste. Marie has received numerous awards in the past several years for such efforts.

"The Sault Ringette club has worked with Tourism Sault Ste. Marie on two major events – first the 2008 World Club Ringette Championships and, more recently, the 2014 U12 Provincial Ringette Championships. They assisted us with our bid package and budget planning. Everything was put together very professionally, and we were successful in our bids and with applying for grant money to help host the events. With Tourism Sault Ste. Marie there to help, any organization can host a championship or event in our community."

Debbie-Jo Linklater, Chair, 2014 U-12 Provincial Ringette Championships

Tourism SSM Awards

Also in 2013, Tourism Sault Ste. Marie hosted its 11th annual Tourism Awards. Involving the division's partners in accommodations, attractions and other related businesses that cater to visitors, the event honours the industry's best and brightest. The 2013 winners were:

- Award of Excellence: Bruce LaFleur
- Business of the Year: Sault Ste. Marie KOA Campground
- Customer Service Award: Debbie Whalen from Quality Inn Bay Front
- Tourism Ambassador Award: Algoma 1812 Volunteers
- Tourism Sault Ste. Marie Student Hospitality Award: Conner Rothenberger

The 2013 Tourism SSM Award winners.



Corporate

ROLE

Support the Sault Ste. Marie Economic Development Corporation as a whole, including finance, information technology, freedom of information and protection of privacy, human resources, and communications. The division also provides administration for the SSMEDC Board of Directors and Committees, City Council's Economic Development Fund, and Destiny Sault Ste. Marie.



Don Mitchell, President and Board Chair of the SSMEDC, speaks at a funding announcement on the community's digital gaming sector.

FUNCTIONS

Most of Corporate Services' activity relates to the day-to-day operations of the SSMEDC. The division supports the Corporation as a whole. While most of its activity takes place behind the scenes, and is thus difficult to quantify or report on, Corporate Services also engaged in the following high-level functions in 2013:

Human Resources

Corporate Services completed a **Human Resources Review** of the SSMEDC in 2013. Designed to increase staffing efficiencies and ensure staff are working cohesively towards the goals and objectives of the Corporation's Strategic Plan, findings from the review will be implemented throughout 2014 and beyond.

Also in 2013, Corporate Services coordinated the **staff move** to the first level of the Civic Centre. In previous years, the SSMEDC was split between the first and third level. With the entire team now in a single location, efficiencies have been further increased.

Finance

Corporate Services administers the annual SSMEDC budget. The division uses best practices and internal controls to ensure accountability and due diligence. In 2013, the division processed more than **5,600 financial transactions** – everything from daily operating expenses, to the administration of Destiny Sault Ste. Marie, to online reservations made on Tourism Sault Ste. Marie's vacation booking portal.

Corporate Services also provided due diligence on several applications for the City's 2013 **Economic Development Fund**, including:

- Small Business Incubator ($190,000 over three years);
- Digital Gaming Platform ($150,000);
- Searchmont Resort Financial Guarantee ($100,000); and
- Naturallia 2013 ($25,000).

As well, Corporate Services worked with Searchmont Resort to help secure a $50,000 investment from the Ontario Trillium Foundation. The funds were used by the resort to undertake a successful marketing initiative.

Communications

SSMEDC communications promote the Corporation's services to current and aspiring entrepreneurs who may want to start or expand a business. As well, nationally and internationally, communications activity markets Sault Ste. Marie's competitive advantages, thereby helping to attract external companies and investment to the community. Ultimately, SSMEDC communications supports the Corporation's goal of creating and retaining jobs, generating wealth and increasing the Municipal tax base.

In 2013, the SSMEDC produced and released a number of communications materials, including:

- Six bi-monthly newsletters, **The Pulse**, which is sent digitally to approximately 2,800 recipients around the world;



The SSMEDC newsletter, The Pulse, was redesigned in 2013.

- **25 press releases** and media advisories, all of which generated press coverage; and
- Posted **63 news stories** on the SSMEDC website, **www.sault-canada.com**, while also updating and maintaining the site.

The SSMEDC also entered the social media realm by developing a **Twitter** page in 2013. With considerable daily activity, the **@SaultEDC** page has grown to nearly 500 followers. As well, the Corporation hosted a **Public Information Session**, which gave citizens an opportunity to learn about and discuss SSMEDC activity.

The SSMEDC also aided in the planning and hosting of **Naturallia 2013** with a number of functions, including marketing and communications. With a solid promotional plan, the international business-to-business matchmaking conference attracted more than 150 delegates from seven countries.

Information Technology

In 2013, along with its day-to-day function of supporting the SSMEDC with its information technology requirements, Corporate Services engaged in a number of large-scale IT projects. For instance, the division aided in the development and publication of a new marketing website, **www.saultlotteryandgaming.com**, which is designed to attract private sector industry operators to the community.

Also in 2013, Corporate Services, in partnership with the Sault Ste. Marie Chamber of Commerce, released its annual **Business Directory**. The publication, which lists virtually every business in the community, is available in both hard copy and digital form. The document provides current information on employers and the sectors they operate in, making it particularly useful when external companies are looking for a place to locate to and they want current information on the capabilities of local businesses.



A delegate from Columbia is recognized at the opening ceremonies for Naturallia 2013.

As well, Corporate Services began to develop an **Online Office** in 2013. When complete, the web-based portal will be a one-stop-shop for pretty well all internal reports, including expense forms and HR-related documents. Essentially, the Online Office will increase operational efficiencies at the SSMEDC and, since it's being designed and programmed in-house, the cost to develop the portal is minimal.

Finally, in 2013, SSMEDC staff completed **web accessibility training** in order to make the Corporation's website easier to navigate for people with disabilities. Such changes are required based on recently-enacted Provincial legislation.

FINANCIALS

SUMMARIZED BALANCE SHEET		December 31, 2013
WHAT WE OWN	Cash and Investments	$805,495
	Receivables	338,436
	Current Portion of Notes Receivable	268,064
	Notes Receivable	133,187
	Prepaid Expenses	34,645
	Capital Assets (net)	3,420,051
		$4,999,878
WHAT WE OWE	Payables	374,209
	Deferred Revenue	223,211
	Current Portion of Long Term Debt	268,064
	Long Term Debt	133,187
	Deferred Capital Contributions	2,715,532
		$3,714,203
WHAT IS LEFT	Restricted for Special Projects	516,562
	Balance	769,113
		$1,285,675
		$4,999,878
SUMMARIZED STATEMENT OF OPERATIONS		December 31, 2013
WHERE THE MONEY CAME FROM	City of Sault Ste. Marie	$1,618,967
	Government of Canada	69,699
	Province of Ontario	1,061,215
	Interest	41,601
	Partnership Contributions	103,418
	Advertising	54,517
	Destination Marketing	23,119
	Other (See Schedule 1)	470,628
	Amortization of Deferred Contributions Related to Captial Assets	550,916
		$3,994,080
WHAT THE MONEY WAS SPENT ON	Salaries and Benefits	1,561,369
	Development	714,618
	External Promotion and Marketing	380,686
	Advertising and Internal Servicing	355,025
	Networks and Subscriptions	33,083
	Administration (See Schedule 1)	150,219
	Professional Fees	26,648
	Interest on Long-Term Debt	44,335
	Amortization of Capital Assets	565,651
		$3,831,634
	Net Revenue	**$162,446**

SCHEDULE 1: ADDENDUM TO SUMMARIZED STATEMENT OF OPERATIONS		
OTHER REVENUE COMPRISED OF:		
	Lease	$423,313
	Miscellaneous	27,548
	ACR Train Operations	12,651
	Meridian Administration	6,430
	Registrations	686
		$470,628
ADMINISTRATION EXPENSE COMPRISED OF:		
	Telecommunications	$44,358
	Insurance	26,183
	Postage/Courier	14,076
	Office Supplies	13,260
	Photocopying	6,712
	Board/Executive Committee	6,620
	Storage Fees	3,742
	Meetings	3,313
	Professional Development/Training	13,878
	Payroll Service	3,564
	Bank Charges	6,192
	Miscellaneous Expenses	1,004
	Equipment/Furniture Purchases	3,751
	Equipment Maintenance/Upgrades	2,194
	Bad Debts	1,372
		$150,219

Audited Financial Statements are available upon request from the CEO's office.

SUPPORTERS

Algoma University

Business Development Bank of Canada

Business Sault Ste. Marie Partners

Canada-Ontario Business Service Centre

Canadian National (CN) Railway

Community Development Corporation of Sault Ste. Marie & Area

Corporation of the City of Sault Ste. Marie

Destiny Sault Ste. Marie

Flakeboard Company Ltd.

FedNor - Industry Canada

Northern Ontario Heritage Fund Corporation

Ontario Ministry of Economic Development, Trade and Employment

Ontario Ministry of Northern Development and Mines

Ontario Ministry of Tourism

Ontario Ministry of Transportation

Ontario Tourism Marketing Partnership

Private Sector Proponents

RBC Royal Bank

Sault College

Sault Ste. Marie Chamber of Commerce

Sault Ste. Marie Innovation Centre

Service Canada

Sutherland Global Services

Tourism Northern Ontario

Tourism Sault Ste. Marie Partners

Our Team

BOARD OF DIRECTORS

Executive



Don Mitchell
President



Robert Reid
Vice President



Greg Punch
Past President



Lori Naccarato-Sarlo
Treasurer



Donna Hilsinger
Secretary

Directors



Armand Capisciolto



Christiane Husemann



Albert Giommi



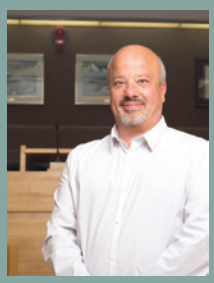
Geoff Meakin



Michael Moore



Gregory A. Peres



Dennis Tatasciore



Coun. Brian Watkins



Mayor Debbie Amaroso
Ex Officio

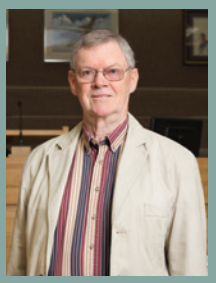
Liaison Members



Dr. Ron Common
Sault College



Dr. Richard Myers
Algoma University



Hal McGonigal
Community Development Corporation



Kevin Wyer
Tourism Sault Ste. Marie
Management Committee

STAFF



Tom Dodds
Chief Executive Officer



Lindsey Ackland
Executive Assistant, Tourism Sault Ste. Marie



Angela Bruni
Assistant to the CEO



Marc Capancioni
Communications Coordinator



Matthew DiFlumeri
Information and Technology



John Febbraro
Director, Industrial Marketing



Stephen Hollingshead
Coordinator, Special Projects & Sports Tourism



Daniel Hollingsworth
Director, Strategic Initiatives



Jennifer King-Callon
Coordinator, Meetings & Conventions



Debbie LaFleur
Manager, Corporate Services



Tara Lucarelli-Cavaliere
Tourism Partnership Coordinator



Karen Madigan
Controller



Kaila Maeumbaed
Reception



Ian McMillan
Executive Director, Tourism Sault Ste. Marie



Andrew Ross
General Manager, Enterprise Services



Kendall Scott
Youth Business Development Coordinator



Randy Tallon
Director, International Relations & Global Logistics



Margaret VanLandeghem
Accounting Clerk



Zoltan Virag
Business Development Advisor

Summer Students

Jessica Aceti

Rachel Iacoe

Jenna Marsh

Sault Ste. Marie
ECONOMIC
DEVELOPMENT
CORPORATION

99 Foster Drive
Sault Ste. Marie, ON
Canada P6A 5X6
705-759-5432
866-558-5144
info@ssmedc.ca
www.sault-canada.com

