REGULAR MEETING OF CITY COUNCIL
REVISED AGENDA

Monday, September 8, 2014

4:30 p.m.

Council Chambers

Pages

1. ADOPTION OF MINUTES 20 - 35

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

Resolved that the Minutes of the Regular Council Meeting of 2014 08 11 be approved.

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

3. DECLARATION OF PECUNIARY INTEREST

4. APPROVE AGENDA AS PRESENTED

Mover : Councillor P. Mick
Seconder : Councillor R. Niro

Resolved that the Agenda for 2014 09 08 City Council Meeting as presented be approved.

5. PROCLAMATIONS/DELEGATIONS

5.1 Childhood Cancer Awareness Month

Dayna Caruso, Director of Services, Volunteers and Fund Development Co-ordinator

5.2 Terry Fox Week

Lindsay Koskenoja, Organizer, Terry Fox Run

5.3 Culture Days

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Lisa Vezeau-Allen, Executive Director, Arts Council of Sault Ste. Marie and District

5.4 Community Safety and Well-Being Advisory Committee 36 - 38

Chief Robert Keetch, Sault Ste. Marie Police Service and Dr. Kim Barker, Medical Officer of Health, Algoma Public Health

Mover : Councillor P. Mick
Seconder : Councillor R. Niro

Whereas community safety and well-being is a priority for the City of Sault Ste. Marie;

Resolved that City Council authorize the establishment of a Community Safety and Well-Being Advisory Committee with the following mandate:

1. To drive the safety and well-being enterprise;
2. To support ad-hoc community safety partnerships that will focus on particular risks and threats to community safety and well-being; and
3. To provide an annual report on the status of safety and well-being in Sault Ste. Marie including analysis of the challenges faced within the community and any improvement or decline accompanied by an annual plan for the year ahead; and

Further that Council encourage all agencies, organizations, businesses and residents of the City of Sault Ste. Marie to fully engage in and support the enterprise of developing and sustaining safety and well-being for all to the fullest extent of their capacities to do so; and that Council acknowledge on an annual basis individuals, organizations and businesses that provide outstanding service in the interests of community safety and well-being in Sault Ste. Marie.

5.5 EDF Request – Invest Sault Ste. Marie *39 - 47*

Dan Hollingsworth, Director, Strategic Initiatives, Sault Ste. Marie EDC (Agenda item 7.8.1)

5.6 Economic Update Sault Ste. Marie *48 - 70*

Tom Dodds, Chief Executive Officer, Sault Ste. Marie EDC

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

Mover : Councillor B. Watkins
Seconder : Councillor L. Turco

Resolved that all the items listed under date 2014 09 08 – Part One – Consent Agenda be approved as recommended.

6.1 Correspondence

6.1.1 AMO 71 - 79

Small Communities Fund Announced
Conference Policy Update
Renewed Provincial Property Reduction Strategy
Ontario Community Infrastructure Fund/ Small Communities Fund

6.1.2 Ministry of Health and Long Term Care 80 - 80

Emergency Medical Services Re-certification

6.2 Street Closing – Greyhound Season Opener 81 - 86

A letter of request for a temporary street closing in conjunction with the Greyhound Hockey season opener is attached for the consideration of Council.

- Queen Street East from Bruce Street to Dennis Street – Friday, September 26, 2014 – 3:30 p.m. to 8:00 p.m.

The relevant By-law 2014-199 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.3 Liquor Licence Extension Request 87 - 87

Correspondence requesting permission for private property liquor licence extension is attached for the consideration of Council.

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

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:

- Queen Street East from Bruce Street to Dennis Street - Friday, September 26, 2014 from 4:00 p.m. to 8:00 p.m.

6.4 Staff Travel 88 - 90

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

Mover : Councillor P. Mick
Seconder : Councillor R. Niro

Resolved that the report of the Chief Administrative Officer dated 2014 09 08 concerning Staff Travel be approved as requested.

6.5 Recruitment of New Fire Chief 91 - 100

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

Mover : Councillor B. Watkins
Seconder : Councillor R. Niro

Resolved that the report of the Chief Administrative Officer dated 2014 09 08 concerning Recruitment of New Fire Chief be accepted and that Council authorize filling the vacancy that will be created by the retirement of Fire Chief Marcel Provenzano in accordance with the City's policy and guidelines for the recruitment and selection of senior staff, and that such vacancy be filled by way of the selection process described in the said guidelines;

Further that Council appoint Councillor Paul Christian to the Selection Committee to assist in the selection of the next Fire Chief who will ultimately be appointed by by-law on the recommendation of the Chief Administrative Officer.

6.6 Tender for Parking Lot Lighting – Seniors Drop-In Centre (2014CG02T) 101 - 104

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

Mover : Councillor B. Watkins
Seconder : Councillor R. Niro

Resolved that the report of the Manager of Purchasing dated 2014 09 08 be received and that the tender for the supply and installation of parking lot lighting at the Seniors Drop-In Centre be awarded to Phase IV Electrical Contractors Ltd. at their low tendered price, meeting specifications, of $41,400.00 plus HST; and further that the City's Consultant MGP Architects-Engineer Inc. be authorized to provide a Letter of Intent formally authorizing Phase IV to proceed with this project.

6.7 Mayor and Council Travel Expenses – January 1 – June 30, 2014 105 - 106

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

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

Resolved that the report of the Commissioner of Finance and Treasurer dated 2014 09 08 concerning Mayor and Council travel expenses for the period January 1 to June 30, 2014 be received as information.

6.8 Compliance Audit Committee 107 - 108

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

The relevant By-law 2014-189 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.9 Veterans Commemorative Memorial – Working Committee 109 - 110

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

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

Resolved that the report of the Commissioner of Community Services regarding the Veterans Commemorative Memorial – Working Committee be received and that Councillor S. Butland; T. Reid, Area Co-ordinator of Parks, Public Works; W. Freiburger, Commissioner of Finance, and N. Apostle, Commissioner of Community Services be appointed to the Working Committee for the Veterans Commemorative Memorial project.

6.10 Ontario Community Infrastructure Fund (OCIP) Build Canada Fund – Small Communities Fund (BCF-SCF) Funding Applications – Second Line Widening Phase III and Fort Creek Aqueduct

111 - 114

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

Mover : Councillor B. Watkins
Seconder : Councillor L. Turco

Resolved that the report of the Director of Engineering dated 2014 09 08 be received and that Council endorse two Expressions of Interest, and if approved, the subsequent application, to the Ontario Community Infrastructure Fund and the Small Communities Fund portion of the Build Canada Fund for the third phase of the widening of Second Line and the Fort Creek Aqueduct Reconstruction respectively, and that Council certifies that:

- the information in the Expressions of Interest is factually accurate; and
- the City will have by December 31, 2014, a comprehensive asset management plan that includes all of the information and analysis described in Building Together: Guide for Municipal Asset Management Plans; and
- the comprehensive asset management plan will be publicly available (including online) by December 31, 2015; and
- the OCIP project put forward in this application will be completed by December 31, 2016 and the BCF-SCF project put forward by this application will be completed by the date established in the Contribution Agreement.

6.11 2015 Engineering Agreements

115 - 116

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

The relevant By-laws 2014-192, 2014-193, 2014-194, and 2014-195 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.12 Temporary Exemption By-law 80-200

117 - 118

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

The relevant By-law 2014-205 is listed under item 11 of the agenda and will be

read with all by-laws under that item.

6.13 Elementa Lease Extension – September 2014 119 - 121

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

Mover : Councillor B. Watkins
Seconder : Councillor L. Turco

Resolved that the report of Land Development and Environmental Engineer dated 2014 09 08 concerning the Elementa Group Inc. lease extension be received, and a lease extension for the period of September 1, 2014 to September 30, 2014 be approved, subject to the conditions stated in the report.

6.14 Deeming By-law Request Bayview Subdivision – Lots 13 to 16, Plan 2872 and Parts 3 and 4, Plan 1R4870 (Soo Environmental Services Inc.) 122 - 124

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.

6.15 Sale of Part of 135 Northern Avenue (southwest corner Northern Avenue and Grand Boulevard) 125 - 131

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

The relevant By-law 2014-191 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.16 Property Declared Surplus Wemyss Street 132 - 134

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

The relevant By-law 2014-197 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.17 Licence to Occupy City Property Agreement for the Greyhound Season Opener Party of September 26, 2014 135 - 136

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

The relevant By-law 2014-198 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.18 Algoma Conservatory of Music, Licence of Occupation of City Property 137 - 138

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

The relevant By-law 2014-188 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.19 Accessible Taxi Cab Amendments 139 - 141

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

The relevant By-law 2014-183 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.20 Downtown Community Improvement Plan – FedNor Funding Agreement 142 - 169

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

The relevant By-law 2014-190 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.21 Telecommunications Towers – Public Consultation Policy 170 - 172

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

Mover : Councillor B. Watkins
Seconder : Councillor R. Niro

Resolved that the report of the Planning Director dated 2014 09 08 be received and that the recommendation to continue the existing public consultation policy for new telecommunications towers be approved subject to notification of the Ward Councillors of any public meetings for proposed towers within their respective wards and the introduction of a $500 application fee.

6.22 Proposed Demolition of 201 John Street 173 - 185

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

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

Resolved that the report of the Chief Building Official dated 2014 09 08 be received and that the recommendation to obtain quotes to demolish the unsafe portion of the building located at 201 John Street, at a cost of up to $45,000 plus HST, be approved. All costs associated with this action will be added to the taxes of the subject property.

6.23 Downtown Community Improvement Plan – Tax Increment Grant – 969 Queen Street East 186 - 193

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

Mover : Councillor P. Mick
Seconder : Councillor R. Niro

Resolved that the report of the Planning Department dated 2014 09 08 concerning Downtown Community Improvement Plan – Tax Increment Grant – 969 Queen Street East be received and

1. That Council authorize an incremental tax rebate for 969 Queen Street East (former Plummer Hospital site);
2. That the rebate be 100% in year one, 75% in year two, 50% in year three and 25% in year four;
3. That all general eligibility requirements of the financial incentive programs, as outlined in the approved Downtown CIP, approved February 18, 2014, apply to this proposal, and
4. After the four-year rebate, these properties will pay the full municipal tax amount.

6.24 Riversedge Developments Inc. – Snow Storage Agreement 75 Huron Street 194 - 197

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

The relevant By-law 2014-184 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.25 Simon-Glen Avenue Intersection 198 - 199

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

The relevant By-law 2014-204 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.26 Street Closing - Winmar Grand Opening Event *200 - 206*

A letter of request for a temporary street closing in conjunction with the Winmar Grand Opening event is attached for the consideration of Council.

- Everett Street – portion abutting civic 766 Peoples Road – from the intersection of Peoples Road and Everett Street – Thursday, October 16, 2014 – 9:00 a.m. to 9:00 p.m.

The relevant By-law 2014-206 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1 ADMINISTRATION

7.2 COMMUNITY SERVICES DEPARTMENT

7.2.1 Relocation of Churchill Branch Library – Steering Committee 207 - 220

A report of the Commissioner of Community Services is attached for the consideration of Council. Also attached is an information report from the Director of Libraries.

Mover : Councillor B. Watkins
Seconder : Councillor R. Niro

Resolved that the report of the Commissioner of Community Services dated 2014 09 08 concerning the relocation of the Churchill Branch Library to the John Rhodes Community Centre be accepted, and the recommendation to form a steering committee made up of the following members: one Council member; two Library Board Members and the following staff : Cindy Weir, Director of Libraries; Roxanne Toth-Rissanen, Branch and Membership Services Librarian; Shelley Schell, Manager of Finance and Budgets; and Nick Apostle, Commissioner of Community Services, be approved.

7.3 ENGINEERING

7.4 FIRE

7.5 LEGAL

7.6 PLANNING

7.6.1 576 Brule Road – A-24-12-Z.OP 221 - 240

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

Mover : Councillor B. Watkins
Seconder : Councillor L. Turco

Resolved that the report of the Planning Department dated 2014 09 08 concerning A-24-12-Z.OP be received and:

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);

Subject to the retained and severed lots being developed on full municipal services and 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 *241 - 252*

7.6.2 843 Great Northern Road – A-15-14-Z.OP 253 - 262

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

The relevant By-laws 2014-186 and 2014-187 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

7.6.3 25 Eastern Avenue – A-16-14-Z 263 - 270

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

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

Resoved that the report of the Planning Department dated 2014 09 08 concerning Application A-16-14-Z be received and:

1. That the subject property be rezoned from “R2” (Single Detached Residential Zone) to “R2.S” (Single Detached Residential Zone, with a special exception) to permit a duplex dwelling;
2. That the required parking spaces be stacked

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

7.6.4 115 Northern Avenue East – A-17-14-Z.OP 271 - 281

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

Mover : Councillor P. Mick
Seconder : Councillor R. Niro

Resolved that the report of the Planner, dated 2014 09 08 concerning Application A-17-14-Z.OP be received and that Council approve:

1. Official Plan Amendment No. 208 by way of a notwithstanding clause to the commercial policies within the OP to permit a building restoration and remediation contractor to operate from the subject property.
2. Rezoning of the subject property from General Commercial Zone (C4) to General Commercial Zone with a Special Exception to permit a contractor’s yard specializing in building restoration and remediation to operate from the subject property, in addition to those uses permitted in the C4 Zone, subject to the following special provisions:
    a. That all outdoor storage of goods, materials and equipment, excluding operable vehicles, in association with the contractor’s yard be 100% visually screened;
    b. That the landscaping requirements be reduced to 0% of the required front yard

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 EDF Request – Invest Sault Ste. Marie (I-SSM) 282 - 293

A report of the Chief Executive Officer, Sault Ste. Marie Economic Development Corporation is attached for the consideration of Council.

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

Resolved that the report of the CEO, Sault Ste. Marie EDC dated 2014 09 08 concerning Invest Sault Ste. Marie – EDF Request and supporting documents be received and that the request for funding in the amount of $100,000 from the 2014 Economic Diversification Fund be approved, conditional on matching funding ($100,000 each) being received from the Province of Ontario (NOHFC or NCIR) and FedNor Industry Canada.

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

8.1 East End Library - John Rhodes Community Centre

Mover : Councillor S. Myers
Seconder : Councillor T. Sheehan

Whereas the lease for space of the east end library branch will expire in July 2015; and

Whereas the cost to remain in the current leased space is expected to increase; and

Whereas City Council has asked staff to look for opportunities to increase efficiencies within the city budget; and

Whereas moving to the John Rhodes Community Centre, a city owned facility was considered so the funds for the current lease would be paid to the city; and

Whereas a scoping project was undertaken by the library board for the JRCC site only; and

Whereas the space within the JRCC that was considered for the library is occupied as a restaurant featuring a design that includes viewing the twin pad ice surfaces; and

Whereas the public has spoken out about the need to retain a restaurant service in the JRCC,

Therefore Be It Resolved that no further steps be taken to relocate the east end library branch to the restaurant space at JRCC; and

Further Be It Resolved that the Library Board reports back to Council in the new year with a report around modernization and enhancement of library services in the city's east end including:

1. Information about the ideal geographic location for an east end branch giving consideration to financial efficiencies and the demographics of who is using the east end branch, and what features are needed to meet the needs of the users.

2. Information relative to any new funding opportunities forthcoming from the provincial and federal government that would allow for additional considerations including retrofit of a private or publicly owned facility or a new build.

8.2 Taxi Licences

294 - 307

Mover : Councillor R. Niro
Seconder : Councillor L. Turco

Resolved that the letter and background information received from Mr. Ray Dawson be received by Council and referred to the City Solicitor for review, and

Further that the City Solicitor review the current by-law concerning taxi licences and report to Council on any amendments that may be required to address the concerns outined in Mr. Dawson's letter.

8.3 Gateway Site Parkland

Mover : Councillor P. Mick
Seconder : Councillor R. Niro

Whereas a small easterly portion of the Gateway site has been identified as potential parkland; and

Whereas there is possible brownfields restoration funding available should this site require remediation; and

Whereas there is a need for parkland that is accessible; and

Whereas this initiative could be started cost effectively with little more than an accessible pathway; and

Whereas organizations such as Children's Rehabilitation Algoma and the Accessibilty Advisory Committee could provide valuable input;

Therefore Be It Resolved that Council request appropriate staff to review and report back to Council concerning possible timelines and funding for such development.

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 P. Mick
Seconder : Councillor L. Turco

Resolved that all by-laws under item 11 of the Agenda under date 2014 09 08 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 308 - 310

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

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

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 8th day of September, 2014.

11.1.2 By-law 2014-180 Traffic By-law 311 - 320

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

Resolved that By-law 2014-180 being a by-law to amend Schedule "A" of Traffic By-law 77-200 be passed in open Council this 8th day of September, 2014.

11.1.3 By-law 2014-181 (Official Plan) 576 Brule Road Fosberg 321 - 323

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

Resolved that By-law 2014-181 being a by-law to adopt Amendment No. 206 to the Official Plan for the City of Sault Ste. Marie (Fosberg 576 Brule Road) be passed in open Council this 8th day of September, 2014.

11.1.4 By-law 2014-182 (Zoning) 576 Brule Road Fosberg 324 - 325

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

Resolved that By-law 2014-182 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning lands located at 576 Brule Road (Fosberg) be passed in open Council this 8th day of September, 2014.

11.1.5 By-law 2014-183 (Taxis) Accessible Taxi Cab Amendments 326 - 327

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

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

Resolved that By-law 2014-183 being a by-law to amend Taxi By-law 2011-161 be passed in open Council this 8th day of September, 2014

11.1.6 By-law 2014-184 (Agreement) Riversedge Developments Inc. 75 Huron Street 328 - 330

A report from the Commissioner of Public Works and Transportation is on the Agenda.

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

Resolved that By-law 2014-184 being a by-law to to authorize the execution of an agreement between the City and 2319839 Ontario Inc., Riversedge Developments Inc. and Mill Market Inc. to allow the Public Works and Transportation Department to use a designated portion of 75 Huron Street for snow storage be passed in open Council this 8th day of September, 2014.

11.1.7 By-law 2014-185 (Appointments) Building Inspectors 331 - 332

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

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

Resolved that By-law 2014-185 being a by-law to appoint Inspectors under the *Building Code Act, 1992* and Municipal Law Enforcement Officers under the *Police Services Act* be passed in open Council this 8th day of September, 2014.

11.1.8 By-law 2014-186 (Official Plan Amendment) 843 Great Northern Road Plumm Investments 333 - 335

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

Resolved that By-law 2014-186 being a by-law to adopt Amendment No. 207 to the Official Plan for the City of Sault Ste. Marie (Plumm Investments Inc. 843 Great Northern Road) be passed in open Council this 8th day of September, 2014.

11.1.9 By-law 2014-187 (Zoning) 843 Great Northern Road Plumm Investments 336 - 338

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

Resolved that By-law 2014-187 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 843 Great Northern Road (Plumm Investments Inc.) be passed in open Council this 8th day of September, 2014.

11.1.10 By-law 2014-188 (Agreement) Algoma Conservatory of Music 339 - 359

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

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

Resolved that By-law 2014-188 being a by-law to authorize the execution of an agreement between the City and 2319839 Ontario Inc., Riversedge Developments Inc. and the Algoma Conservatory of Music to permit a ramp on

a portion of the City's boulevard adjacent to 75 Huron Street be passed in open Council this 8th day of September, 2014.

11.1.11 By-law 2014-189 (Elections) Appointment Compliance Audit Committee 360 - 360

A report from the City Clerk is on the Agenda.

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

Resolved that By-law 2014-189 being a by-law to appoint members of a Compliance Audit Committee under the *Municipal Elections Act* be passed in open Council this 8th day of September, 2014.

11.1.12 By-law 2014-190 (Agreement) Minister of Industry 361 - 387

A report from the Planner is on the Agenda.

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

Resolved that By-law 2014-190 being a by-law to authorize the execution of a Fednor Contribution Agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Industry, to provide funding for the Downtown Community Improvement Plan initiative be passed in open Council this 8th day of September, 2014.

11.1.13 By-law 2014-191 (Property Sale) 1188004 Ontario Inc. Part 135 Northern Avenue 388 - 390

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

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

Resolved that By-law 2014-191 being a by-law to authorize the sale of surplus property being part of civic 135 Northern Avenue (located on the southwest corner of Northern Avenue and Grand Boulevard) to 1188004 Ontario Inc.

11.1.14 By-law 2014-192 (Agreement) AECOM Canada Ltd. Huron Street between Queen Street and Cathcart Street 391 - 407

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

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

Resolved that By-law 2014-192 being a by-law to authorize the execution of an agreement between the City and AECOM Canada Ltd. for the reconstruction of Huron Street between Queen Street and Cathcart Street be passed in open Council this 8th day of September, 2014.

11.1.15 By-law 2014-193 (Agreement) WSP Canada Inc. 408 - 421

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

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

Resolved that By-law 2014-193 being a by-law to authorize the execution of an agreement between the City and WSP Canada Inc. for the reconstruction of Upton Road from Queen Street East to Wellington Street East, including side streets up to 15 metres from the centerline of Upton Road be passed in open Council this 8th day of September, 2014.

11.1.16 By-law 2014-194 (Agreement) Kresin Engineering 422 - 440

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

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

Resolved that By-law 2014-194 being a by-law to authorize the execution of an agreement between the City and Kresin Engineering Corporation for the resurfacing and improvements along Bay Street between Andrew Street and Pim Street, a length of approximately 1,800 metres be passed in open Council this 8th day of September, 2014.

11.1.17 By-law 2014-195 (Agreement) STEM Engineering Group Inc. 441 - 456

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

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

Resolved that By-law 2014-195 to authorize the execution of an agreement between the City and STEM Engineering Group Inc. for the Fort Creek Aqueduct Rebuild from Albert Street to Cathcart Street be passed in open Council this 8th day of September, 2014.

11.1.18 By-law 2014-197 (Property) Wemyss Street 457 - 459

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

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

Resolved that By-law 2014-197 being a by-law to declare the City owned property legally described as PT 17 PL 1R5366 (Part of PIN 31545-0435) (LT) Sault Ste. Marie in the Pilgrim Subdivision as surplus to the City's needs and to authorize the disposition of the said property to abutting registered owners of 22 Wemyss Street, Sault Ste. Marie be passed in open Council this 8th day of September, 2014.

11.1.19 By-law 2014-198 (Agreement) Downtown Assoc and Loplops Queen Street East 460 - 468

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

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

Resolved that By-law 2014-198 being a by-law to authorize the execution of an agreement between the City and Downtown Association and Stephen Alexander, operating as Loplop Lounge & Gallery to permit Downtown Association and Loplop Lounge & Gallery to occupy the property of the City identified as a section of Queen Street East from Bruce Street to Dennis Street be passed in open Council this 8th day of September, 2014.

11.1.20 By-law 2014-199 (Temporary Street Closing) Queen Street East (Bruce to Dennis) 469 - 469

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

Resolved that By-law 2014-199 being a by-law to permit the temporary closing of Queen Street East from Bruce Street to Dennis Street to facilitate the Greyhound Season Opener Party on September 26, 2014 be passed in open Council this 8th day of September, 2014.

11.1.21 By-law 2014-201 (Official Plan Amendment) 470 - 472

A report from the Planner is on the Agenda.

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

Resolved that By-law 2014-201 being a by-law to adopt Amendment No. 208 to the Official Plan for the City of Sault Ste. Marie (1188004 Ontario Inc.) 115 Northern Avenue East be passed in open Council this 8th day of September, 2014.

11.1.22 By-law 2014-202 (Zoning) 115 Northern Avenue East 473 - 475

A report from the Planner is on the Agenda.

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

Resolved that By-law 2014-202 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 115 Northern Avenue East (1188004 Ontario Inc.) be passed in open Council this 8th day of September, 2014.

11.1.23 By-law 2014-203 (Agreement) George Stone and Sons Inc. 476 - 518

Passed by Council Resolution on August 11, 2014.

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

Resolved that By-law 2014-203 being a by-law to authorize the execution of an agreement between the City and George Stone and Sons Inc. for the supply and erection of the South Exit Canopies at the Northern Community Centre be passed in open Council this 8th day of September, 2014.

11.1.24 By-law 2014-204 (Traffic) Amend Schedules F and H 519 - 519

A report from the Deputy Commissioner, Public Works and Transportation is on the Agenda.

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

Resolved that By-law 2014-204 being a by-law to amend Schedules "F" and "H" of Traffic By-law 77-200 be passed in open Council this 8th day of September, 2014.

11.1.25 By-law 2014-205 (Regulations) Noise Exemption 520 - 520

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

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

Resolved that By-law 2014-205 being a by-law to amend By-law 80-200 dealing with the exemption from the noise control by-law to facilitate installation of monitoring wells for the PUC Water Quality Improvement Strategy be passed in open Council this 8th day of September, 2014.

11.1.26 By-law 2014-206 (Temporary Street Closing) Everett Street *521 - 521*

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

Resolved that By-law 2014-206 being a by-law to permit the temporary closing of a portion of Everett Street abutting civic 766 Peoples Road from the intersection of Peoples Road and Everett Street to facilitate the Winmar Grand Opening Event on October 16, 2014 from 9:00 a.m. to 9:00 p.m. be passed in open Council this 8th day of September, 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

Mover : Councillor B. Watkins

Seconder : Councillor L. Turco

Resolved that this Council proceed into closed session to consider a possible land disposition; further be it resolved that should the said closed session be adjourned, Council may reconvene in closed session to continue to discuss the same matter without the need for a further authorizing resolution. *(Acquisition and disposition of property – section 239(2)(c)).*

14. ADJOURNMENT

Mover : Councillor B. Watkins
Seconder : Councillor L. Turco

Resolved that this Council now adjourn.

REGULAR MEETING OF CITY COUNCIL
MINUTES

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

Present:	Mayor D. Amaroso, Councillor L. Turco, Councillor S. Butland, 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 S. Myers, Councillor F. Manzo
Officials:	J. Fratesi, R. Tyczinski, N. Kenny, L. Girardi, N. Apostle, B. Freiburger, J. Dolcetti, M. Nadeau, D. McConnell, D. Gowans, C. Weir

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1. ADOPTION OF MINUTES

Moved by: Councillor T. Sheehan
Seconded by: Councillor F. Fata
Resolved that the Minutes of the Regular Council Meeting of 2014 07 14 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 M. Bruni – Sault Ste. Marie Economic Development Corporation

Daughter is employed by the Economic Development Corporation

4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor T. Sheehan
Seconded by: Councillor F. Fata
Resolved that the Agenda for 2014 08 11 City Council Meeting as presented be approved.
Carried

5. PROCLAMATIONS/DELEGATIONS

5.1. Ovarian Cancer Month

Gayle Manley, President, Zonta Club of Sault Ste. Marie was in attendance.

5.2. Sault Pridefest

Teddy Syrette was in attendance.

5.3. Veteran's Commemorative Memorial

Clyde Healey was in attendance.

5.4. PUC Water Quality Survey

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

5.5. EDC 2013 Annual Report

Tom Dodds, Chief Executive Officer, Sault Ste. Marie EDC was in attendance regarding agenda item 7.8.2.

5.6. Departmental Budget Presentation

Finance Department
Engineering and Planning Department

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

Moved by: Councillor T. Sheehan
Seconded by: Councillor M. Bruni
Resolved that all the items listed under date 2014 08 11 – Part One – Consent Agenda save and except Agenda item 6.18 be approved as recommended.
Carried

6.1. Correspondence

FedNor News Release

a. Ministry of Municipal Affairs and Housing

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

b. Veterans Commemorative Memorial

Moved by: Councillor S. Butland
Seconded by: 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.
Carried

6.2. Street Closing – Case's Music Block Party

The letter of request for a temporary street closing in conjunction with "Case's Music Block Party" was received by 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 Minutes.

6.3. Staff Travel

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

Moved by: Councillor T. Sheehan
Seconded by: Councillor M. Bruni
Resolved that the report of the Chief Administrative Officer dated 2014 08 11 concerning Staff Travel be approved as requested.
Carried

6.4. Tender for South Exit Canopies – Northern Community Centre (2014CD03T)

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

Moved by: Councillor T. Sheehan
Seconded by: 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.
Carried

6.5. Tender for Two (2) Community Buses

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

Moved by: Councillor T. Sheehan
Seconded by: 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.
Carried

6.6. Power of Attorney for U.S. Customs Clearance

The report of the Manager of Purchasing was received by Council.
The relevant By-law 2014-172 is listed under item 11 of the Minutes.

6.7. Bell Mobility Cellular Service Contract

The report of the Manager of Purchasing was received by Council.
The relevant By-law 2014-173 is listed under item 11 of the Minutes.

6.8. Property Tax Appeals

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

Moved by: Councillor T. Sheehan
Seconded by: 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.
Carried

6.9. Provincial 2014 Budget: Implications to the City

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

Moved by: Councillor T. Sheehan
Seconded by: 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.
Carried

6.10. 2014 Six Month Financial Report

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

Moved by: Councillor T. Sheehan
Seconded by: 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.
Carried

6.11. 2014 Municipal Election – Advance Voting

The report of the City Clerk was received by Council.
The relevant By-law 2014-175 is listed under item 11 of the Minutes.

6.12. 2013 Essar Centre Annual Report

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

Moved by: Councillor T. Sheehan
Seconded by: 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.
Carried

6.13. Essar Centre – Review of Profitability

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

Moved by: Councillor T. Sheehan
Seconded by: 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.
Carried

6.14. McNabb Street / MacDonald Avenue Flooding Investigations – EA

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

Moved by: Councillor T. Sheehan
Seconded by: 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 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.
Carried

6.15. 2015 Consulting Engineering Assignments

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

Moved by: Councillor T. Sheehan
Seconded by: 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.
Carried

6.16. Environment Canada Funding Agreement – Inflow and Infiltration Study

The report of the Environmental Initiatives Co-ordinator was received by Council.
The relevant By-law 2014-174 is listed under item 11 of the Minutes.

6.17. Pim Street Pump Station Sluice Gate Replacement

The 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 Minutes.

6.19. Coroner’s Inquest

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

Moved by: Councillor T. Sheehan
Seconded by: Councillor F. Fata
Resolved that the report of the Solicitor/Prosecutor dated 2014 08 11 concerning Coroner's Inquest be received as information.
Carried

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

The report of the City Solicitor was received by Council.
The relevant By-law 2014-164 is listed under item 11 of the Minutes.

6.21. Purchase Landfill GPS Mapping Equipment

The report of the Manager of Landfill and Refuse was received by Council.

Moved by: Councillor T. Sheehan
Seconded by: 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.
Carried

6.22. Simon Avenue – Glen Avenue Yield Sign

Moved by: Councillor T. Sheehan
Seconded by: 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.
Carried

6.23. Power Dam Special Payment Program

Moved by: Councillor T. Sheehan
Seconded by: 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.
Carried

6.24. Council Travel

Moved by: Councillor F. Fata
Seconded by: 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.
Carried

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.)

The report of the Assistant City Solicitor was received by Council.
This item was postponed to September 8, 2014 at the request of the owner.

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. 576 Brule Road – A-24-12-Z.OP

The report of the Planning Division was received by Council.

Moved by: Councillor T. Sheehan
Seconded by: 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.
Carried

b. 843 Great Northern Road – A-15-14-Z

The report of the Planning Division was received by Council.

Moved by: Councillor T. Sheehan
Seconded by: 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.
Carried

7.7. PUBLIC WORKS AND TRANSPORTATION

7.8. BOARDS AND COMMITTEES

a. PUC Water Quality Survey

The report of the President and C.E.O. – PUC Services Inc. and a Water Quality Public Opinion Survey – Final Report prepared by Ipsos Reid was received.

b. Sault Ste. Marie Economic Development Corporation

Councillor M. Bruni declared a conflict on this item. (Daughter is employed by the Economic Development Corporation)

Moved by: Councillor T. Sheehan
Seconded by: Councillor F. Fata
Resolved that the 2013 EDC Annual Report be received as information.
Carried

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

8.1. Extension of Absence – Councillor F. Manzo

Moved by: Councillor J. Krmpotich
Seconded by: 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.
Carried

8.2. 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.
Carried

8.3. Emerald Ash Trees on Queen Street

Moved by: Councillor S. Butland
Seconded by: 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.
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 T. Sheehan
Seconded by: Councillor F. Fata
Resolved that all by-laws under item 11 of the Agenda under date 2014 08 11 save and except Agenda item 11.1.1 (By-law 2014-163) be approved.
Carried

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

b. By-law 2014-164 (Subdivision Control) Hamilton Subdivision Deeming

Moved by: Councillor T. Sheehan
Seconded by: 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.
Carried

c. By-law 2014-165 (Official Plan Amendment) 163 Old Garden River Road Steve Ficociello

Moved by: Councillor T. Sheehan
Seconded by: 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.
Carried

d. By-law 2014-166 (Zoning) 163 Old Garden River Road Steve Ficociello

Moved by: Councillor T. Sheehan
Seconded by: 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.
Carried

e. By-law 2014-167 (Development Control) 163 Old Garden River Road Steve Ficociello

Moved by: Councillor T. Sheehan
Seconded by: 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.
Carried

f. By-law 2014-168 (Official Plan Amendment) 904 Queen Street East Kristen Trembinski

Moved by: Councillor T. Sheehan
Seconded by: 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.
Carried

g. By-law 2014-169 (Zoning) 904 Queen Street East Kristen Trembinski

Moved by: Councillor T. Sheehan
Seconded by: 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.
Carried

h. By-law 2014-170 (Development Control) 904 Queen Street East Kristen Trembinski

Moved by: Councillor T. Sheehan
Seconded by: 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.
Carried

i. By-law 2014-171 (Agreement) Homelessness Partnering Strategy National Homelessness Information System Funding

Moved by: Councillor T. Sheehan
Seconded by: 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.
Carried

j. By-law 2014-172 (Agreement) Power of Attorney Cole International

Moved by: Councillor T. Sheehan
Seconded by: 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.
Carried

k. By-law 2014-173 (Agreement) Bell Mobility re provision of Cellular Devices

Moved by: Councillor T. Sheehan
Seconded by: 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.
Carried

l. By-law 2014-174 (Agreement) Funding Agreement Environment Canada

Moved by: Councillor T. Sheehan
Seconded by: 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.
Carried

m. By-law 2014-175 (Elections) Advance Vote Dates

Moved by: Councillor T. Sheehan
Seconded by: 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.
Carried

n. By-law 2014-176 (Agreement) Cecchetto & Sons Ltd.

Moved by: Councillor T. Sheehan
Seconded by: 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.
Carried

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

Moved by: Councillor T. Sheehan
Seconded by: 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.
Carried

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

Moved by: Councillor T. Sheehan
Seconded by: 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.
Carried

q. By-law 2014-179 (Temporary Street Closing) Queen Street East (East Street to Brock Street)

Moved by: Councillor T. Sheehan
Seconded by: 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 facilitate Case's Music Block Party on August 23, 2014 be passed in open Council this 11th day of August, 2014.
Carried.

a. By-law 2014-163 (Subdivision Control) Bayview Subdivision Deeming

Moved by: Councillor T. Sheehan
Seconded by: 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.
Postponed

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

Moved by: Councillor T. Sheehan
Seconded by: Councillor M. Bruni
Resolved that this Council proceed into closed session to consider a possible land acquisition and disposition; personal matters about identifiable individuals (Compliance Audit Committee and personnel); further be it resolved that should the said closed session be adjourned, Council may reconvene in closed session to continue to discuss the same matter without the need for a further authorizing resolution.*(Acquisition and disposition of property – section 239(2)(c); personal matters about identifiable individuals – section 239(2)(b))*
Carried

14. ADJOURNMENT

Moved by: Councillor T. Sheehan
Seconded by: Councillor M. Bruni
Resolved that this Council now adjourn.
Carried

_____
Mayor

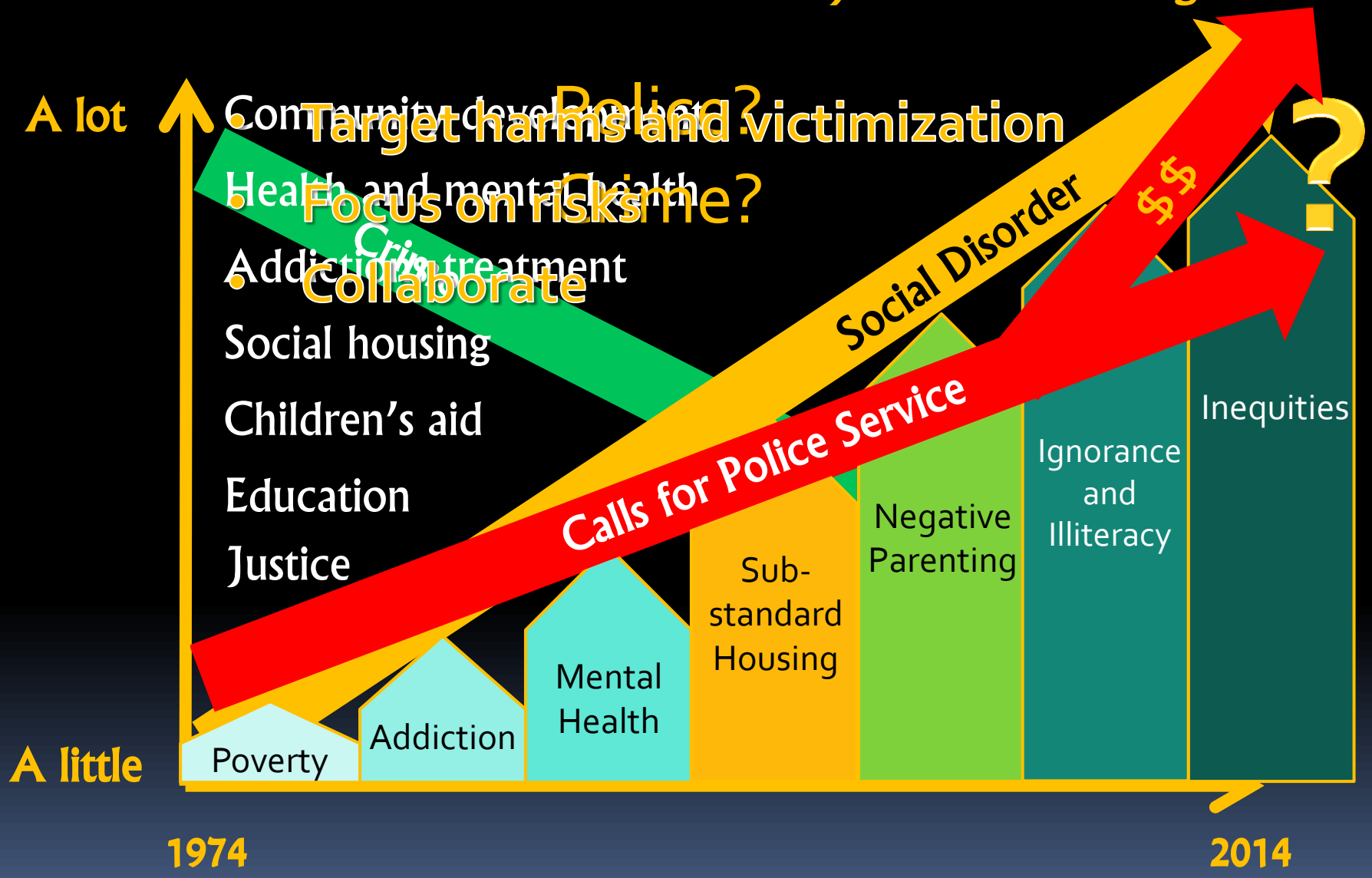
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Deputy City Clerk

September 8, 2014

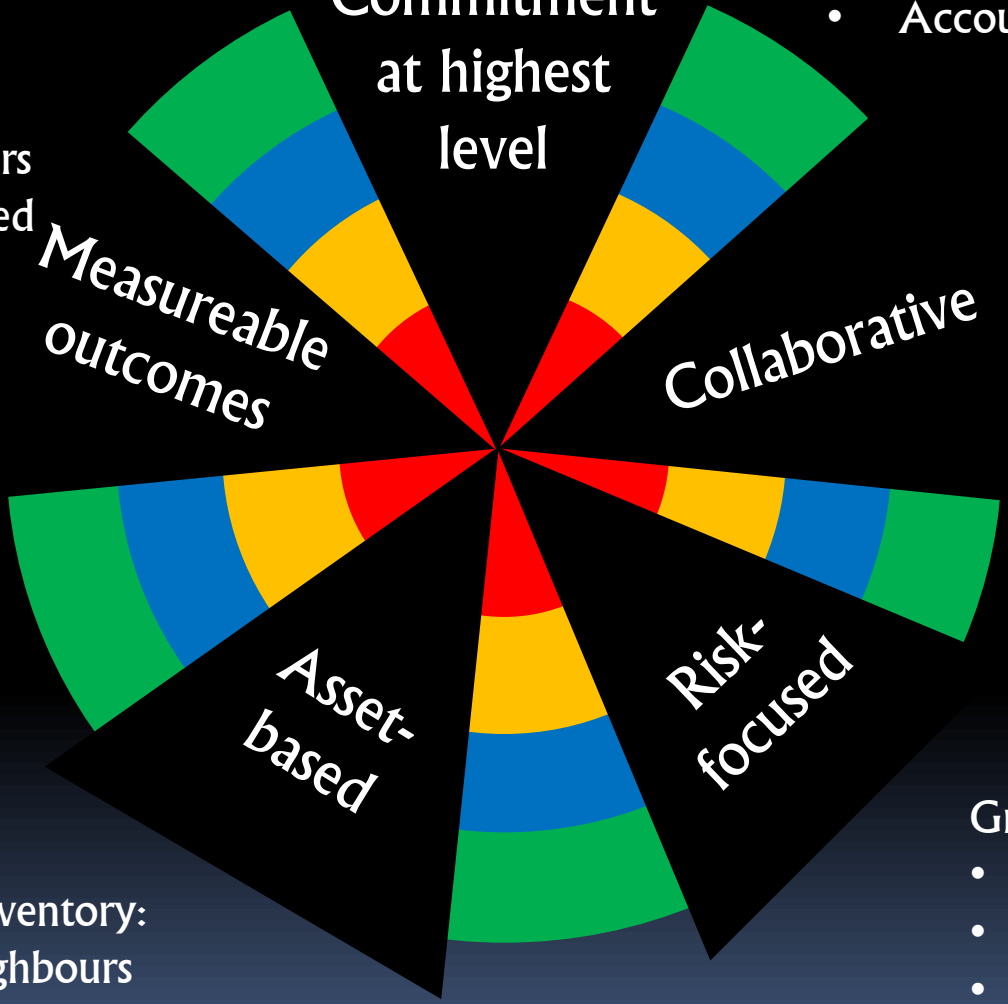
Robert A. Keetch, Chief of Police
Dr. Kim Barker, Medical Officer of Health

PLANNING FOR COMMUNITY SAFETY AND WELL-BEING IN SAULT STE. MARIE

Social Determinants of Safety and Well-being



5 planning principles:



Municipal mandate:
- Highest priority
- Leadership
- Accountability

Community-wide:
- Multi-sectoral
- Multi-disciplinary
- Shared responsibility

Greatest needs, risks:
- Individual
- Family
- Neighbourhood

Asset inventory:
- Neighbours
- Community organizations
- Service providers

Outcomes:
- All sectors
- Monitored
- Shared

Invest Sault Ste. Marie (I-SSM)
2015-2017



Presentation to City Council

September 8, 2014

Sault Ste. Marie
ECONOMIC
DEVELOPMENT
CORPORATION

Overview

- Building on previous Investment Attraction initiatives and efforts from 2001-2009
- I-SSM is a 3-yr program to enhance economic growth and development capacity in key sectors to attract new investment.
- The program focus is 1) developing a solid foundation towards creating opportunities for local business and 2) enhancing investment attraction programming for the community
- Represents activity incremental to SSMEDC economic development outreach and programming – contract staff only.



Sault Ste. Marie
ECONOMIC DEVELOPMENT CORPORATION

Purpose & Objectives

- To improve the City and the SSMEDC's understanding of the capacities and competencies of local business
- To encourage and increase private sector investment in local business ventures
- To facilitate public and private sector investment and industrial infrastructure
- To engage developers, investors, realtors and the City of Sault Ste. Marie in identifying and qualifying industrial and commercial lands for enhanced promotion



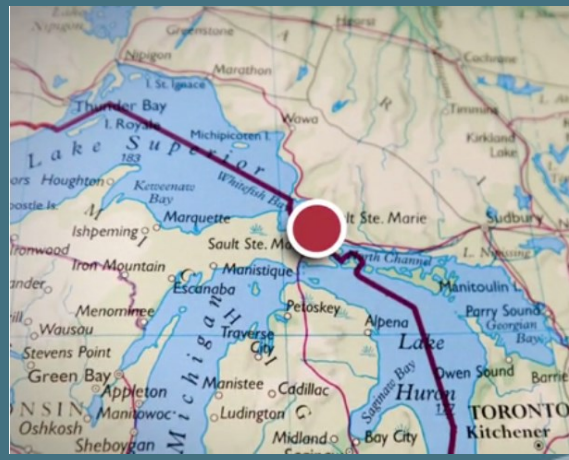


Sault Ste. Marie ECONOMIC DEVELOPMENT CORPORATION

Purpose & Objectives

- To enhance the efforts of the SSMEDC and local business participation in the network of public and private sector organizations
- To research/identify market opportunities to grow business in the community
- To better position SSM as a globally competitive site for companies to invest in
- To market SSM to a broader audience and better compete with other cities in Ontario





Sault Ste. Marie ECONOMIC DEVELOPMENT CORPORATION

Activities

- Create a detailed **Community Competitive Alternatives Analysis**
- Develop an **Enhanced Business Directory**
- Analyze **Local Business Capacities**
- Complete a focussed **Sector-based Assessment**
- Establish a regularly-updated **web accessible local industrial/ commercial land and building directory**
- Develop a **Communications Strategy**
- Participate in **targeted trade shows, industrial events, and investment missions** (SSMEDC currently has limited outreach due to resources)

Sault Ste. Marie ECONOMIC DEVELOPMENT CORPORATION

Outcomes

- Targeted set of metrics will be tracked and evaluated throughout the program (examples)
  - # new investments/total value;
  - increase export $ value;
  - # of agreements/contracts and values;
  - number and value of businesses started or expanded;
  - number of relevant trade shows and business related and industrial events and impacts of events; and,
  - # and $ value of Industrial Regional Benefits agreements established.
- An annual report will be developed and provided to the partners and stakeholders
- It is expected that the full results will be realized toward the end of the third year of the initiative.

Sault Ste. Marie ECONOMIC DEVELOPMENT CORPORATION

Benefits

- Based on recent local investments, it is estimated that the project will contribute and support a target of **$100 million in public and private capital investments**, including direct and indirect benefits
- It is expected, as a result of past successes, that this program will create and/or retain an average **150-200 jobs per year**
- There will be significant potential for **increased City tax revenues**, though the precise value cannot be estimated at this time
- The goal of this Initiative is to further **diversify the Sault's economic base and grow the economy** through specific sectors (consistent with the City's Destiny SSM Strategic Community Development Plan)

Sault Ste. Marie ECONOMIC DEVELOPMENT CORPORATION

Resources

- $300,000 program
  - Majority of costs are for consulting work and contract fees
  - Lesser costs for travel, advertising and media
- Proposed funders:
  - City of Sault Ste. Marie (Economic Development Fund)
  - Province of Ontario (Northern Ontario Heritage Fund)
  - Federal Government (FedNor - Industry Canada)
- Efforts will also be made to attract other public and private sector financial assistance during the project.

Sault Ste. Marie ECONOMIC DEVELOPMENT CORPORATION

Thank You

Questions?

Sault Ste. Marie
ECONOMIC
DEVELOPMENT
CORPORATION

Economic Update & Analysis



Sault Ste. Marie Economic Development Corporation

September 8, 2014

Sault Ste. Marie
ECONOMIC
DEVELOPMENT
CORPORATION

Population Projections



Sault Ste. Marie ECONOMIC DEVELOPMENT CORPORATION

Overview

1. Conference Board of Canada Mid-sized Cities Outlook 2014
2. SSMEDC Labour Force Analysis
3. Population Growth Update and Projections

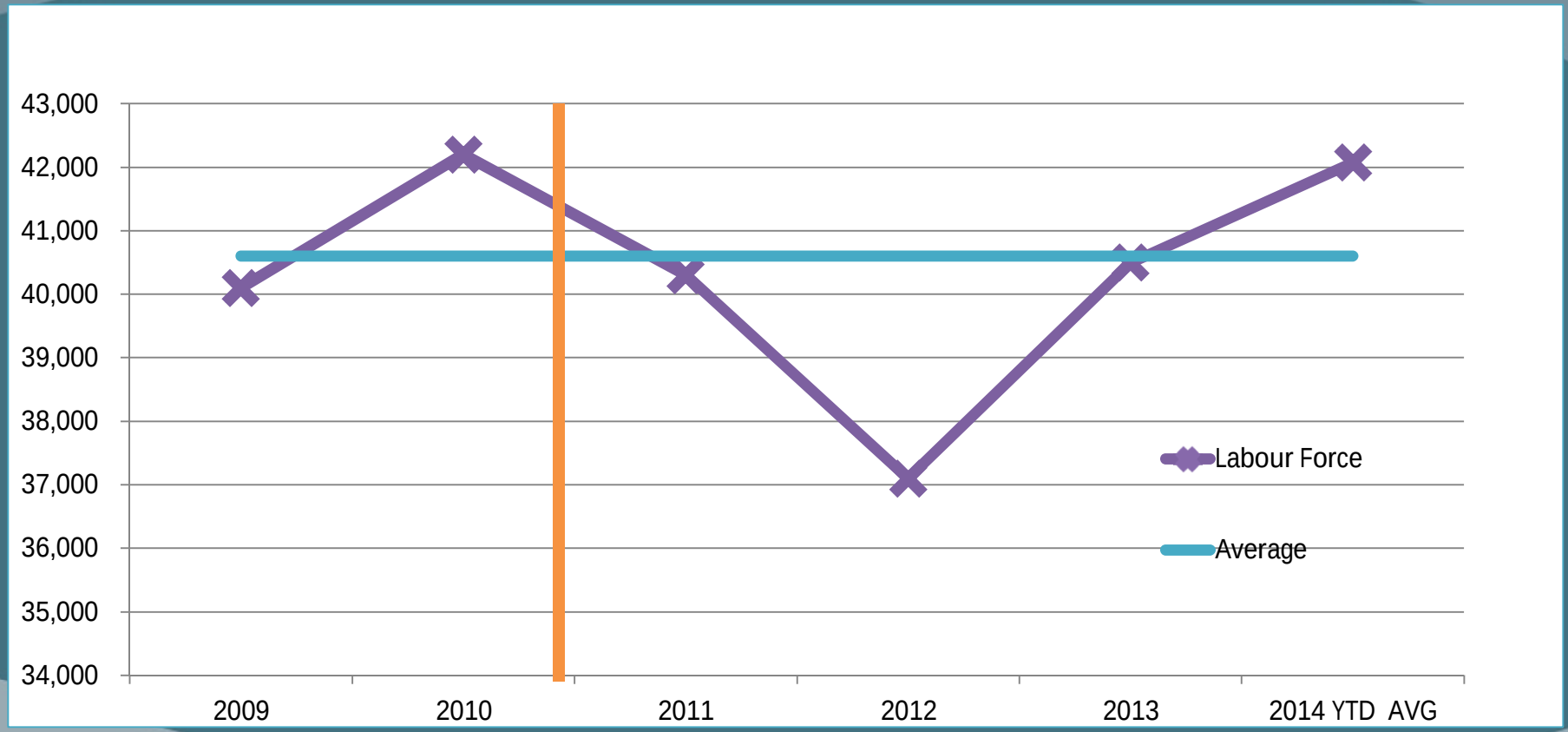
Sault Ste. Marie
ECONOMIC DEVELOPMENT CORPORATION

SSM Labour Force Stats (2009 - July 2014)

Labour Force Characteristics	2009	2010	2011	2012	2013	2014 YTD Average	Mar-14	Apr-14	Jun-14	Jul-14	2009-11 Avg.	Med.	Max.	Min.
Population	9,400	69,300	69,200	68,800	68,200	67,900	68,000	67,900	67,900	67,800	69,000	69,200	69,500	68,000
Labour Force	40,100	42,200	40,300	37,100	40,500	42,075	41,700	41,600	42,400	42,600	40,600	40,800	45,000	33,500
Employment	36,300	38,000	36,800	34,300	37,100	38,775	38,100	37,800	39,100	40,100	37,400	37,500	42,700	30,700
Unemployment	3,800	4,200	3,600	2,800	3,400	3,300	3,600	3,900	3,300	2,400	3,200	3,100	5,400	1,300
Not in Labour Force	29,300	27,200	28,900	31,600	27,700	25,850	26,300	26,300	25,500	25,300	28,400	28,200	35,400	24,500
Unemployment Rate	9.5	10	8.9	7.5	8.4	7.85	8.6	9.4	7.8	5.6	7.9	7.7	13	3.3
Participation Rate	57.8	60.9	58.2	53.9	59.4	61.95	61.3	61.3	62.4	62.8	58.9	59	64.7	48.6
Employment Rate	52.3	54.8	53.2	49.9	54.4	57.1	56	55.7	57.6	59.1	54.2	54.3	61.4	44.6

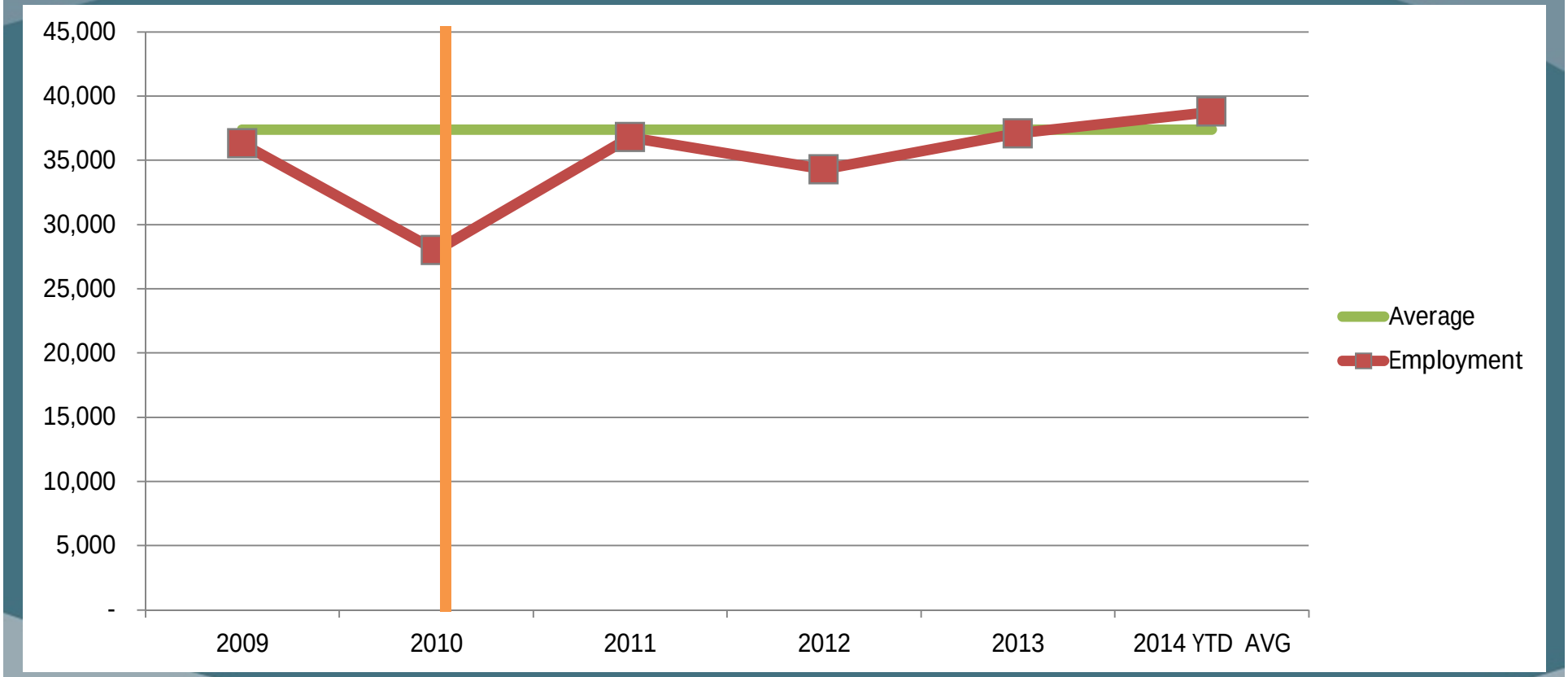
Sault Ste. Marie ECONOMIC DEVELOPMENT CORPORATION

Labour Force (2009 - 2014)



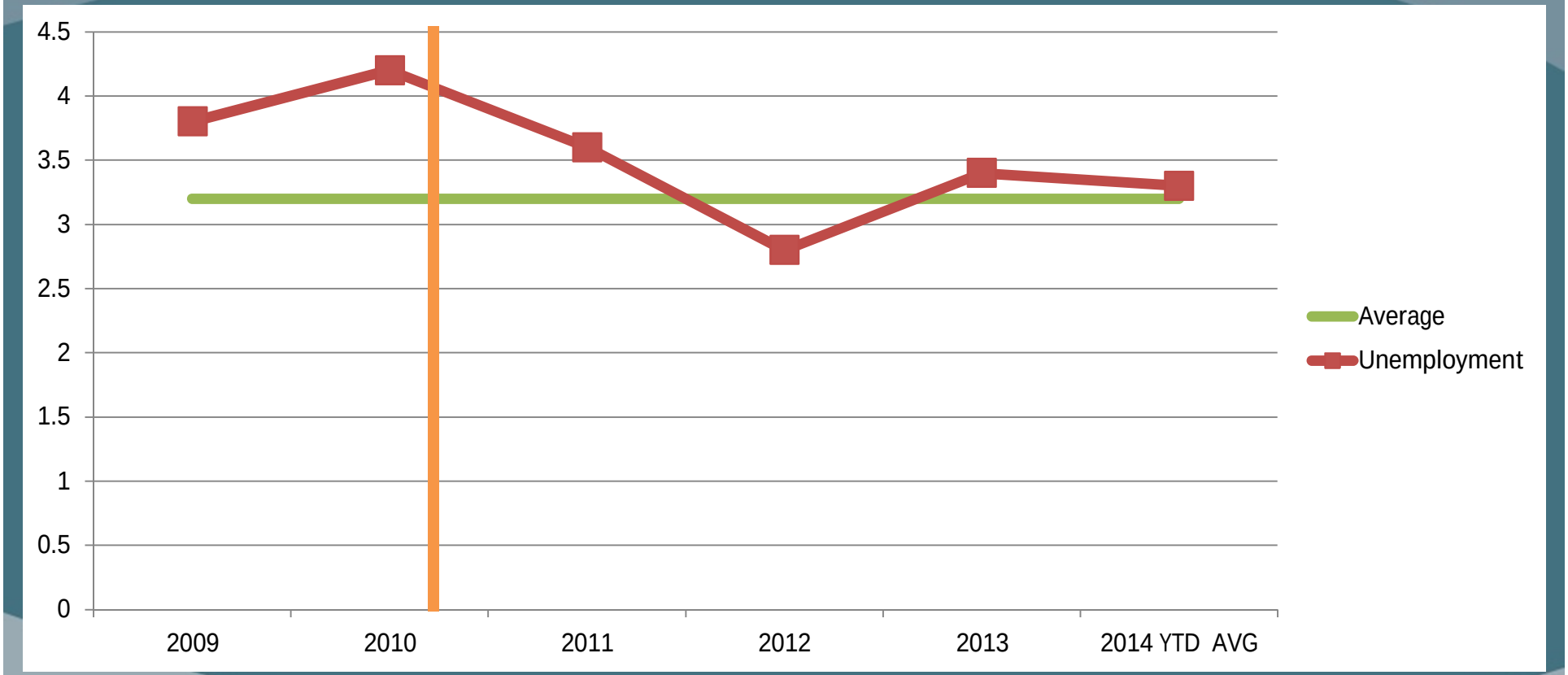
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ECONOMIC DEVELOPMENT CORPORATION

Employment (2009 - 2014)



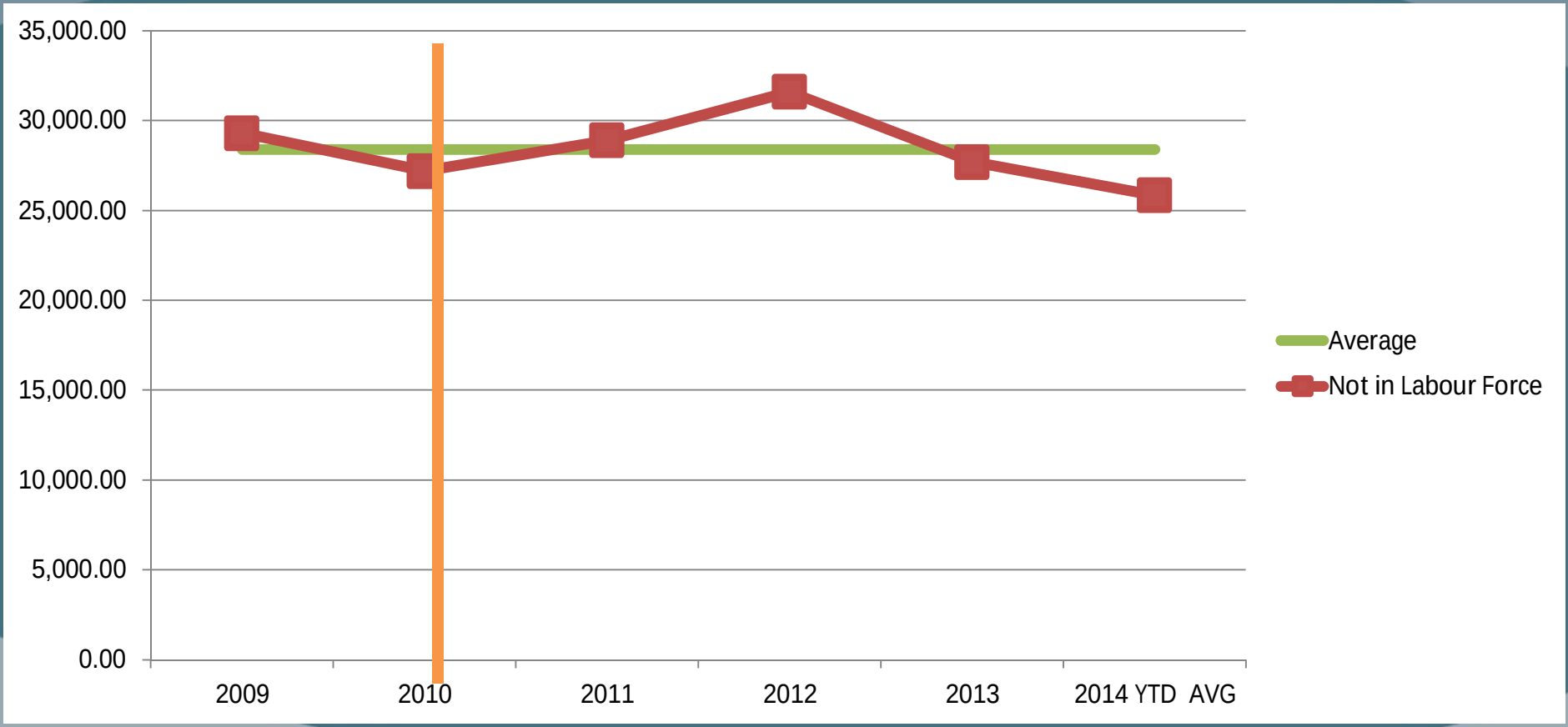
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Unemployment (2009 - 2014)



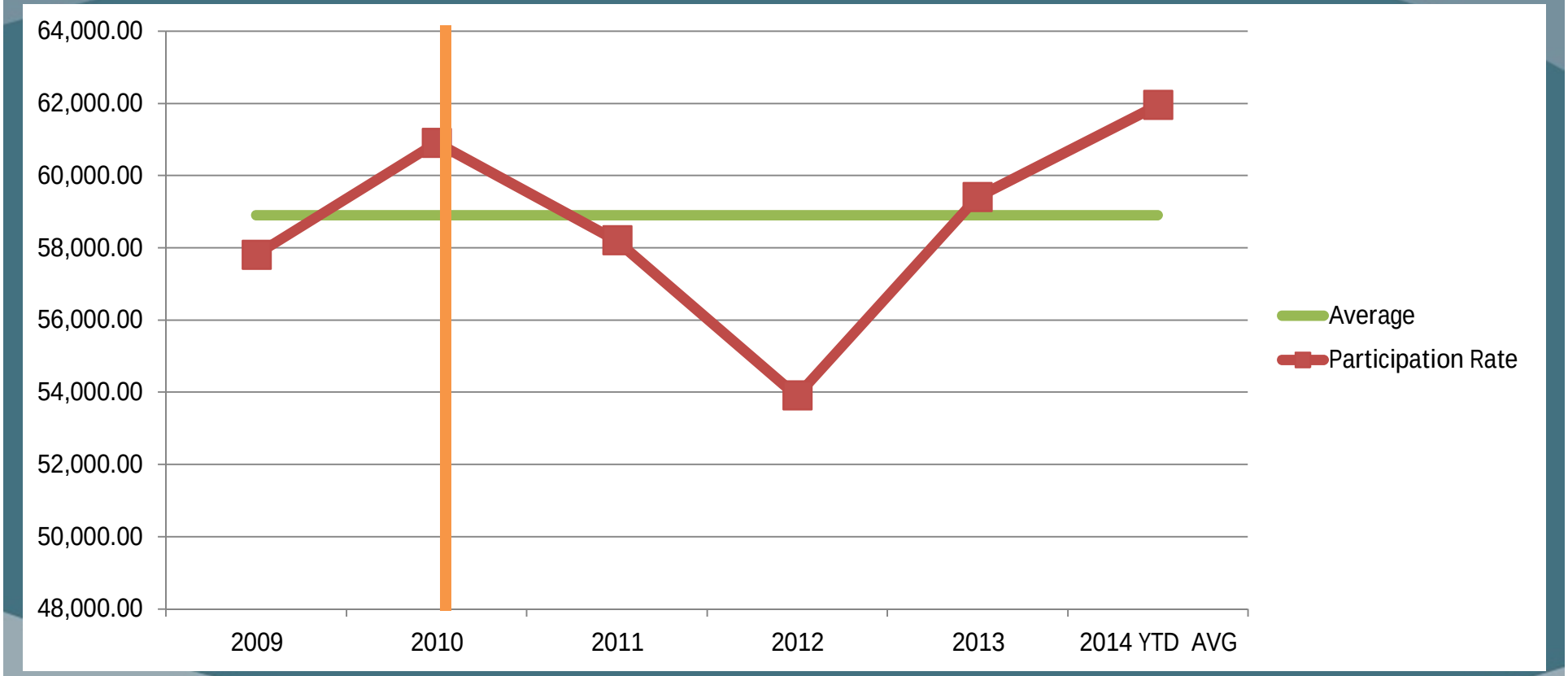
Sault Ste. Marie
ECONOMIC
DEVELOPMENT
CORPORATION

Not in Labour Force (2009 - 2014)



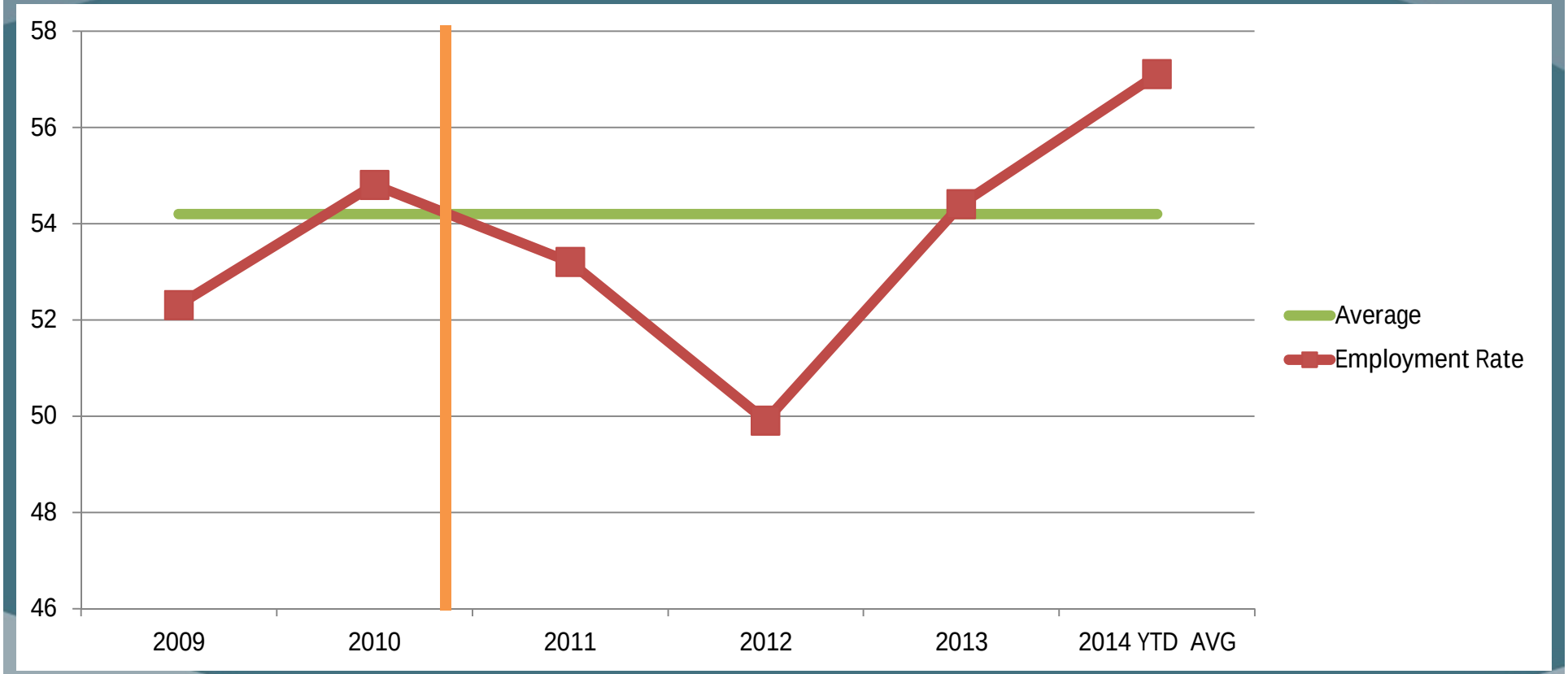
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ECONOMIC DEVELOPMENT CORPORATION

Labour Participation Rate (2009 - 2014)



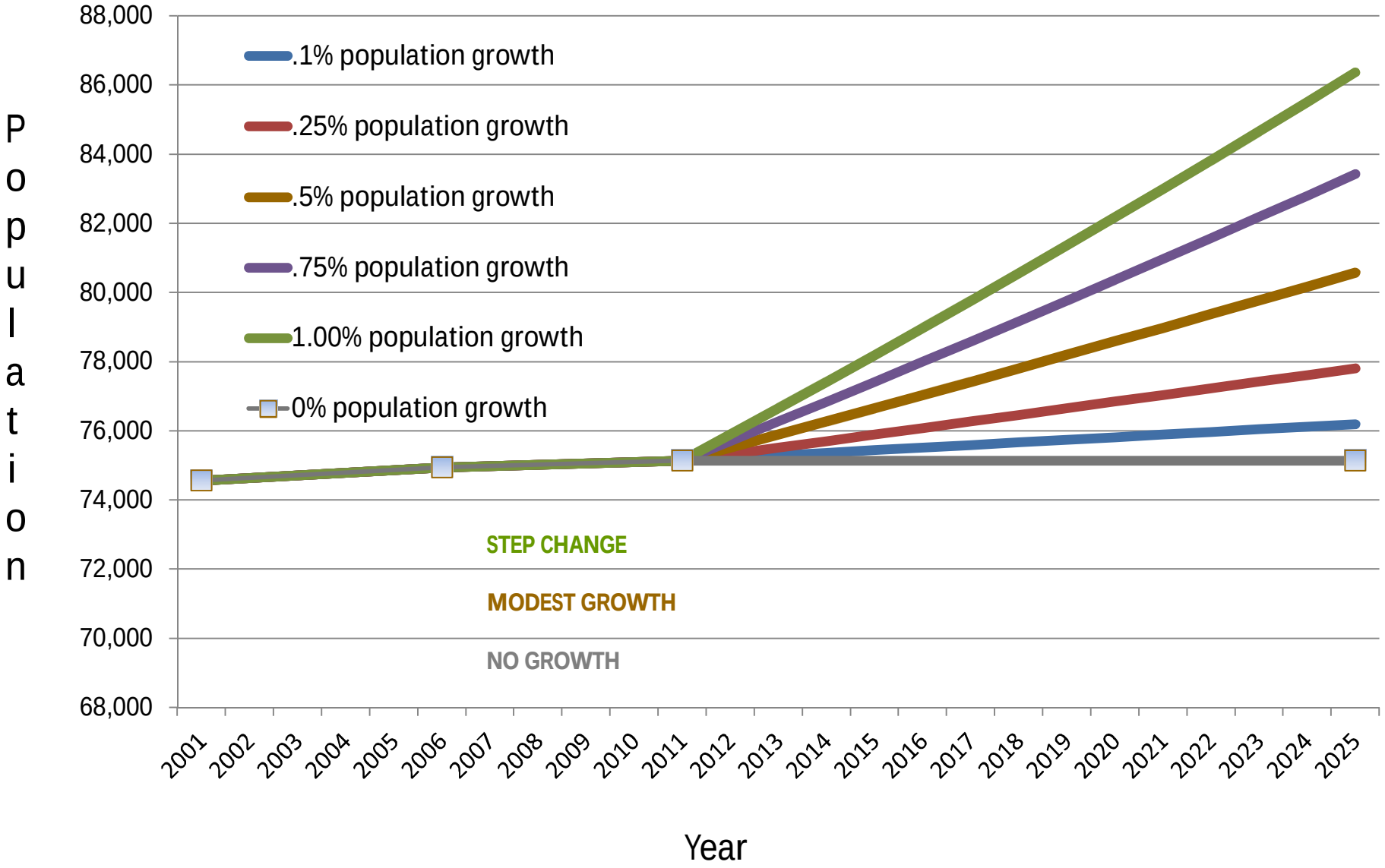
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Employment Rate (2009 - 2014)



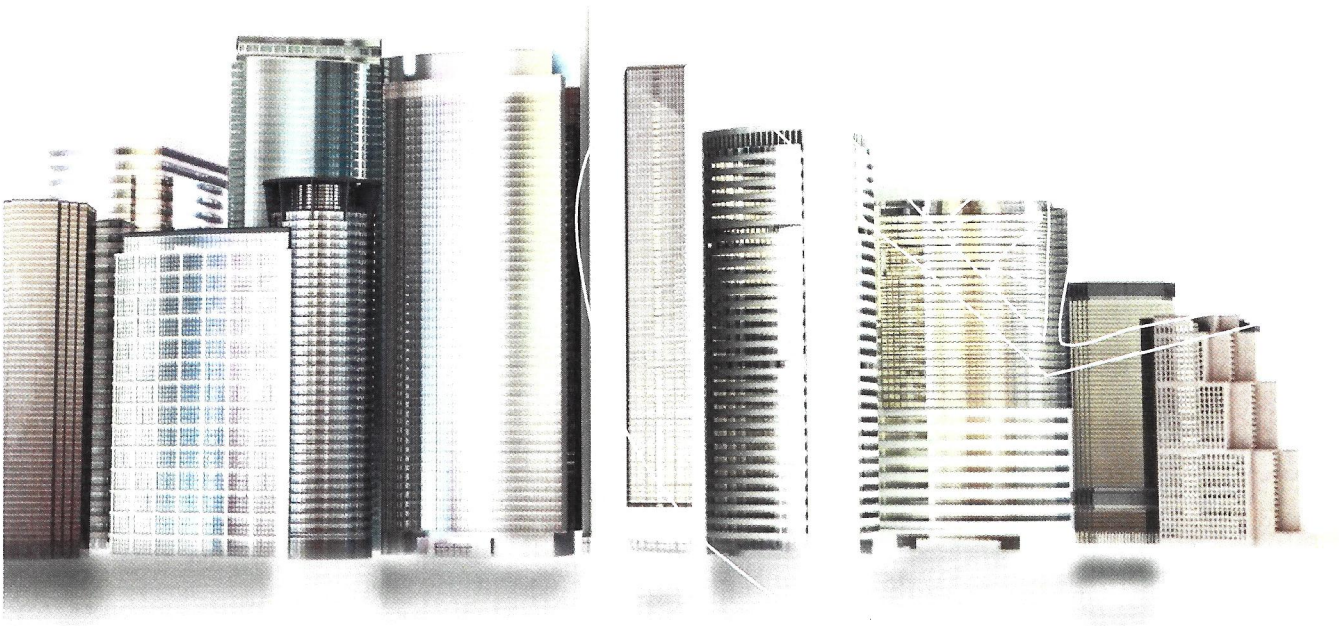
Sault Ste. Marie
ECONOMIC DEVELOPMENT CORPORATION

Population Growth Projections



The Conference Board of Canada | Le Conference Board du Canada

Economic Insights Into Eight Canadian Mid-Sized Cities.



MID-SIZED CITIES OUTLOOK 2014

The Conference Board of Canada

Mid-Sized Cities Outlook: Economic Insights Into Eight Canadian Mid-Sized Cities
by *Alan Arcand, Greg Sutherland, Robin Wiebe,* and *Jane McIntyre*

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Preface

Given the valuable role that Canada's mid-sized cities play as regional hubs and economic engines in their respective areas, it is important to have a sound understanding of their economic situation and performance. The *Mid-Sized Cities Outlook* features a review of the recent economic history of all 46 mid-sized Canadian cities for which comprehensive data are available from Statistics Canada.

The *Mid-Sized Cities Outlook* provides more detailed information about recent economic history, as well as a two-year economic forecast, for eight featured cities: Saint-Jean-sure-Richelieu, Timmins, Sault Ste. Marie, Brandon, Lethbridge, Red Deer, Medicine Hat, and Nanaimo. This report also includes a summary of the Conference Board's economic forecasts for Canada and for each of the provinces that is home to the eight featured cities. We plan to publish this report annually, to enable public and private decision-makers to benefit from up-to-date, comprehensive insight into the economies of Canada's mid-sized cities.

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Highlights

A recovery in the goods sector and steady services sector growth will help **Saint-Jean-sur-Richelieu**'s economy grow by 1.9 per cent in 2014.

Timmins' booming economic growth will ease to a still-healthy 2.5 per cent in 2014 as weaker gold prices limit increases in manufacturing and in primary and utilities output.

Sault Ste. Marie's real GDP will expand 1.1 per cent in 2014 thanks to renewed growth in manufacturing and construction, together with ongoing strength in wholesale and retail trade.

Real GDP growth of 1.9 per cent in **Brandon** this year will be driven in particular by manufacturing and by wholesale and retail trade.

Expanding manufacturing and construction activity, along with growth in wholesale and retail trade, will support real GDP growth in **Lethbridge** of 1.3 per cent in 2014.

Fuelled by strength in the energy sector, primary and utilities output will drive overall economic growth of 3.5 per cent in **Red Deer** this year.

Medicine Hat's economy will expand by another 2.8 this year, led by strength in primary and utilities output and manufacturing, as well a recovery in construction.

Economic growth will hit 2.1 per cent in **Nanaimo** in 2014, thanks to ongoing strength in the primary and utilities sector and recoveries in manufacturing and construction output.

ECONOMIC GROWTH VARIED WIDELY AMONG CITIES

A brief review of the economic performance of Canada's mid-sized cities over the past 16 years reveals vast differences in performance. Over the 10 years prior to the 2008–09 recession (1998–2007), average annual economic growth was strongest in the Regional Municipality of Wood Buffalo, Alta., which includes Fort McMurray, at 7.6 per cent. This strong growth was a direct result of the massive oil sands development and production. Sept-Îles, Que., ranked second with average annual real gross domestic product growth of 5.8 per cent, while another Alberta city—Red Deer—ranked third with average annual growth of 5.4 per cent.

At the other end of the spectrum, Courtenay, B.C., had the weakest economy over the same decade, as real GDP fell by an average of 1.6 per cent per year. Two other mid-sized cities saw their economies shrink over 1998–2007—Rimouski, Que., (–0.7 per cent per year) and Duncan, B.C., (–0.4 per cent per year).

In comparison, Canada's economic growth averaged 3.2 per cent per year between 1998 and 2007. Only 12 of the 46 mid-sized cities in this study posted stronger growth than the country as a whole, with the other 34 falling short.

The global financial crisis that started in the fall of 2008 hit Canada hard, with real GDP tumbling by an average of 0.8 per cent annually from 2008 to 2009. Of the 46 mid-sized cities covered in this report, 27 suffered a drop in total output over this same time frame. Miramichi, N.B., saw the biggest fall in output, at 8.9 per cent per year.

In other words, 19 mid-sized cities bucked the trend and posted positive output growth over 2008–09. Sept-Îles, Que., recorded the strongest average annual economic growth, at 3 per cent. Of these 19 mid-sized cities, 7 are in Western Canada, 5 are in Quebec, and another 5 are in Atlantic Canada.

This means that only two Ontario mid-sized cities saw their economies expand over this time frame—Timmins and Brockville. However, the gains were fairly small, with Timmins expanding by 0.8 per cent per year and Brockville growing by 0.1 per cent per year. Indeed, the recession was particularly painful for Ontario, where the economy contracted in 9 mid-sized cities. Moreover, the drop in economic activity was greater than 1.5 per cent per year on average in 8 of these cities, with the largest drops recorded in Chatham-Kent and Cornwall.

Fortunately, the Canadian economy started to recover in 2010 and has continued to grow since then, albeit at a more moderate pace. From 2010 to 2013, Canadian real GDP climbed by an average of 2.3 per cent per year, well below the 3.2 per cent average annual growth recorded in the 10 years prior to the recession.

Fortunately, most mid-sized cities have also experienced positive economic growth over the past four years. In fact, 36 of the 46 mid-sized cities saw their economies grow between 2010 and 2013. As in 1998–2007, Wood Buffalo can boast the strongest economic expansion in recent years, with average annual real GDP growth reaching 8.4 per cent over 2010–13. Economic growth was also vigorous in Chilliwack, B.C., (7.2 per cent per year) and Leamington, Ont., (5.8 per cent per year). Seven of the ten fastest-growing economies are in Western Canada.

Still, 10 mid-sized cities have seen their economies contract over the past four years. Of these, 8 are in Eastern Canada, with Miramichi's economy being particularly weak.

EMPLOYMENT ON THE UPSWING IN MOST CITIES

Total employment has followed a similar trend to that of GDP in Canada's mid-sized cities. Between 1998 and 2007, average annual job growth reached 6.4 per cent in Wood-Buffalo, Alta., the strongest among the 46 cities covered in this report. Ranking second was Sept-Îles, Que., with growth averaging 4.9 per cent per year, and third was Red Deer, Alta., with growth averaging 4.6 per cent annually. Ten mid-sized cities saw employment fall over this decade, with the biggest losses occurring in Duncan, B.C., Courtenay, B.C., and Rimouski, Que.

The majority of mid-sized cities suffered job losses over the 2008–09 recession. In fact, employment fell in 30 of the 46 cities, with average annual declines ranging from 18.1 per cent in Miramichi, N.B., to 0.7 per cent in Bathurst, N.B. Fortunately, the economies of 16 mid-sized cities were resilient enough to generate job growth through the recession. Average annual employment growth was strongest in Saint-Jean-sur-Richelieu, Que. (7.4 per cent), Prince Albert, Sask. (7.3 per cent), and Lethbridge, Alta. (5.4 per cent).

Employment has been on the upswing in most mid-sized cities since 2010, with 28 of the 46 cities posting positive job creation numbers between 2010 and 2013. Average annual job growth has been strongest in Duncan, B.C., Dawson Creek, B.C., and Leamington, Ont. Unfortunately, employment in 18 mid-sized cities has fallen in the past four years, with the biggest average annual declines occurring in New Glasgow, N.S., Saint-Hyacinthe, Que., and North Bay, Ont.

Canada as a whole has more than fully recovered all the jobs lost during the recession. In 2013, there were over 900,000 more people employed in Canada than in 2007. And yet, employment in nearly half of the 46 mid-sized cities covered in this report (21 of 46) remains below 2007 levels. Labour markets have been particularly sluggish in Vernon, B.C., Saint-Hyacinthe, Que., and North Bay, Ont. On a positive note, employment has surpassed its pre-recession peak in 25 mid-sized cities, with job gains in Chilliwack, B.C., Wood Buffalo, Alta., and Kawartha Lakes, Ont. leading the way.

Historical Data

Total Gross Domestic Product	2006	2007	2008	2009	2010	2011	2012	2013
Corner Brook, Newfoundland and Labrador	986	1,007	994	949	994	999	989	995
	1.3	*2.1*	*–1.3*	*–4.5*	*4.8*	*0.4*	*–1.0*	*0.6*
Charlottetown, Prince Edward Island	2,032	2,076	2,106	2,117	2,175	2,216	2,247	2,301
	3.9	*2.2*	*1.5*	*0.5*	*2.7*	*1.9*	*1.4*	*2.4*
Summerside, Prince Edward Island	789	802	806	804	812	816	821	832
	2.5	*1.6*	*0.6*	*–0.3*	*1.0*	*0.5*	*0.6*	*1.3*
Truro, Nova Scotia	1,495	1,533	1,580	1,576	1,637	1,655	1,655	1,680
	0.5	*2.5*	*3.1*	*–0.3*	*3.9*	*1.1*	*0.0*	*1.5*
New Glasgow, Nova Scotia	1,022	1,028	1,029	1,004	1,004	966	920	882
	–0.3	*0.6*	*0.1*	*–2.4*	*0.0*	*–3.8*	*–4.7*	*–4.2*
Cape Breton, Nova Scotia	2,439	2,479	2,530	2,541	2,612	2,635	2,653	2,697
	1.0	*1.6*	*2.1*	*0.4*	*2.8*	*0.9*	*0.7*	*1.7*
Fredericton, New Brunswick	3,819	3,896	3,979	3,986	4,070	4,101	4,087	4,121
	3.2	*2.0*	*2.1*	*0.2*	*2.1*	*0.8*	*–0.3*	*0.8*
Bathurst, New Brunswick	1,056	1,062	1,077	1,059	1,072	1,070	1,055	1,056
	1.3	*0.6*	*1.4*	*–1.7*	*1.3*	*–0.2*	*–1.4*	*0.1*
Miramichi, New Brunswick	1,046	981	906	814	739	654	564	480
	–3.6	*–6.2*	*–7.6*	*–10.2*	*–9.2*	*–11.5*	*–13.8*	*–14.8*
Edmundston, New Brunswick	736	726	722	719	735	740	737	742
	–0.3	*–1.3*	*–0.5*	*–0.5*	*2.4*	*0.7*	*–0.4*	*0.7*
Rimouski, Quebec	1,648	1,576	1,528	1,467	1,464	1,475	1,489	1,517
	–3.7	*–4.3*	*–3.1*	*–4.0*	*–0.1*	*0.7*	*1.0*	*1.9*
Baie-Comeau, Quebec	1,342	1,385	1,435	1,438	1,496	1,550	1,603	1,656
	2.2	*3.2*	*3.6*	*0.2*	*4.0*	*3.6*	*3.4*	*3.3*
Sept-Îles, Quebec	1,162	1,228	1,289	1,302	1,349	1,386	1,418	1,444
	5.4	*5.7*	*5.0*	*1.1*	*3.6*	*2.7*	*2.3*	*1.8*
Shawinigan, Quebec	1,591	1,584	1,580	1,534	1,532	1,527	1,520	1,508
	–0.7	*–0.4*	*–0.3*	*–2.9*	*–0.1*	*–0.3*	*–0.4*	*–0.8*
Drummondville, Quebec	2,914	2,925	2,917	2,796	2,792	2,770	2,738	2,682
	0.5	*0.4*	*–0.3*	*–4.2*	*–0.1*	*–0.8*	*–1.1*	*–2.1*
Granby, Quebec	2,667	2,734	2,804	2,767	2,864	2,954	3,034	3,097
	2.0	*2.5*	*2.6*	*–1.3*	*3.5*	*3.1*	*2.7*	*2.1*
Saint-Hyacinthe, Quebec	3,233	3,165	3,099	2,907	2,843	2,777	2,699	2,645
	–2.5	*–2.1*	*–2.1*	*–6.2*	*–2.2*	*–2.3*	*–2.8*	*–2.0*
Saint-Jean-sur-Richelieu, Quebec	2,732	2,781	2,833	2,802	2,864	2,915	2,958	2,990
	1.4	*1.8*	*1.9*	*–1.1*	*2.2*	*1.8*	*1.5*	*1.1*
Rouyan-Noranda/Val-d'Or, Quebec	2,411	2,470	2,548	2,538	2,612	2,685	2,755	2,841
	1.2	*2.5*	*3.1*	*–0.4*	*2.9*	*2.8*	*2.6*	*3.1*
Cornwall, Ontario	2,183	2,186	2,143	2,034	2,072	2,069	2,047	2,012
	0.8	*0.2*	*–1.9*	*–5.1*	*1.9*	*–0.1*	*–1.0*	*–1.7*
Brockville, Ontario	1,371	1,417	1,448	1,421	1,511	1,588	1,653	1,715
	3.4	*3.4*	*2.2*	*–1.8*	*6.3*	*5.1*	*4.1*	*3.7*
Belleville, Ontario	3,887	3,938	3,916	3,765	3,926	4,023	4,087	4,118
	1.8	*1.3*	*–0.5*	*–3.9*	*4.3*	*2.5*	*1.6*	*0.8*
Kawartha Lakes, Ontario	2,278	2,294	2,304	2,216	2,286	2,350	2,390	2,439
	1.0	*0.7*	*0.4*	*–3.8*	*3.2*	*2.8*	*1.7*	*2.0*

First line is in 2007 $ millions; second line is percentage change.
Sources: Statistics Canada; The Conference Board of Canada.

Total Gross Domestic Product	2006	2007	2008	2009	2010	2011	2012	2013
Norfolk, Ontario	2,108	2,111	2,144	2,021	2,071	2,119	2,121	2,134
	0.3	*0.1*	*1.6*	*–5.7*	*2.5*	*2.3*	*0.1*	*0.6*
Chatham-Kent, Ontario	4,247	4,206	4,139	3,857	3,924	3,954	3,923	3,892
	–0.2	*–1.0*	*–1.6*	*–6.8*	*1.7*	*0.8*	*–0.8*	*–0.8*
Leamington, Ontario	1,888	1,907	1,933	1,855	1,972	2,098	2,208	2,322
	1.2	*1.0*	*1.4*	*–4.0*	*6.3*	*6.3*	*5.2*	*5.2*
Sarnia, Ontario	2,709	2,749	2,751	2,650	2,731	2,788	2,817	2,849
	1.9	*1.5*	*0.1*	*–3.7*	*3.1*	*2.1*	*1.0*	*1.2*
North Bay, Ontario	2,655	2,654	2,611	2,484	2,497	2,471	2,419	2,359
	0.7	*0.0*	*–1.6*	*–4.9*	*0.5*	*–1.0*	*–2.1*	*–2.5*
Timmins, Ontario	1,897	1,954	2,030	1,987	2,081	2,182	2,249	2,338
	3.1	*3.0*	*3.9*	*–2.1*	*4.7*	*4.9*	*3.0*	*4.0*
Sault Ste. Marie, Ontario	2,869	2,885	2,845	2,722	2,782	2,802	2,800	2,785
	1.0	*0.5*	*–1.4*	*–4.3*	*2.2*	*0.7*	*–0.1*	*–0.5*
Brandon, Manitoba	1,897	1,965	2,033	2,025	2,070	2,109	2,150	2,174
	4.0	*3.6*	*3.5*	*–0.4*	*2.2*	*1.8*	*2.0*	*1.1*
Moose Jaw, Saskatchewan	1,277	1,323	1,376	1,343	1,385	1,436	1,462	1,510
	–0.2	*3.6*	*4.0*	*–2.4*	*3.2*	*3.7*	*1.8*	*3.3*
Prince Albert, Saskatchewan	1,597	1,673	1,761	1,745	1,833	1,920	1,970	2,043
	1.1	*4.8*	*5.3*	*–0.9*	*5.0*	*4.8*	*2.6*	*3.7*
Medicine Hat, Alberta	4,945	5,024	5,046	4,781	4,942	5,146	5,271	5,418
	6.0	*1.6*	*0.4*	*–5.3*	*3.4*	*4.1*	*2.4*	*2.8*
Lethbridge, Alberta	4,933	4,946	4,976	4,645	4,706	4,824	4,883	4,973
	1.7	*0.3*	*0.6*	*–6.6*	*1.3*	*2.5*	*1.2*	*1.8*
Red Deer, Alberta	5,620	5,781	5,915	5,730	6,016	6,389	6,667	6,969
	7.3	*2.9*	*2.3*	*–3.1*	*5.0*	*6.2*	*4.4*	*4.5*
Grande Prairie, Alberta	5,498	5,649	5,758	5,534	5,855	6,237	6,520	6,820
	6.9	*2.7*	*1.9*	*–3.9*	*5.8*	*6.5*	*4.5*	*4.6*
Wood Buffalo, Alberta	9,487	10,021	10,509	10,234	11,258	12,321	13,193	14,129
	9.6	*5.6*	*4.9*	*–2.6*	*10.0*	*9.4*	*7.1*	*7.1*
Vernon, British Columbia	2,240	2,262	2,222	2,075	2,047	1,998	1,931	1,867
	3.2	*1.0*	*–1.8*	*–6.6*	*–1.3*	*–2.4*	*–3.4*	*–3.3*
Kamloops, British Columbia	3,856	3,963	4,002	3,897	4,038	4,165	4,248	4,368
	3.8	*2.8*	*1.0*	*–2.6*	*3.6*	*3.1*	*2.0*	*2.8*
Chilliwack, British Columbia	2,715	2,822	2,927	2,935	3,169	3,415	3,623	3,878
	3.5	*3.9*	*3.7*	*0.3*	*8.0*	*7.8*	*6.1*	*7.0*
Duncan, British Columbia	1,840	1,797	1,735	1,624	1,637	1,639	1,627	1,614
	–1.8	*–2.3*	*–3.5*	*–6.4*	*0.8*	*0.1*	*–0.7*	*–0.8*
Nanaimo, British Columbia	3,311	3,416	3,454	3,377	3,469	3,534	3,579	3,632
	4.3	*3.2*	*1.1*	*–2.2*	*2.7*	*1.9*	*1.3*	*1.5*
Courtenay, British Columbia	1,512	1,566	1,612	1,597	1,688	1,781	1,858	1,956
	3.9	*3.6*	*2.9*	*–0.9*	*5.7*	*5.5*	*4.3*	*5.3*
Prince George, British Columbia	3,513	3,594	3,625	3,515	3,668	3,812	3,913	4,038
	3.2	*2.3*	*0.9*	*–3.0*	*4.4*	*3.9*	*2.6*	*3.2*
Dawson Creek, British Columbia	692	715	735	729	766	802	830	865
	4.2	*3.4*	*2.8*	*–0.8*	*5.0*	*4.8*	*3.5*	*4.2*

First line is in 2007 $ millions; second line is percentage change.
Sources: Statistics Canada; The Conference Board of Canada.

Total Employment	2006	2007	2008	2009	2010	2011	2012	2013
Corner Brook, Newfoundland and Labrador	12.8	13.2	11.8	9.9	10.6	11.0	10.2	12.1
	5.8	*3.1*	*–10.6*	*–16.3*	*7.4*	*3.8*	*–7.1*	*18.3*
Charlottetown, Prince Edward Island	31.6	32.0	32.6	32.4	33.9	34.7	35.3	37.1
	2.0	*1.2*	*1.9*	*–0.7*	*4.7*	*2.3*	*1.7*	*5.1*
Summerside, Prince Edward Island	7.8	7.6	8.0	7.6	7.9	7.9	7.5	7.4
	2.6	*–2.6*	*5.3*	*–4.8*	*4.0*	*–0.3*	*–5.3*	*–1.2*
Truro, Nova Scotia	22.9	23.5	24.4	23.8	23.7	24.0	24.1	23.5
	–2.1	*2.6*	*3.8*	*–2.5*	*–0.4*	*1.2*	*0.4*	*–2.4*
New Glasgow, Nova Scotia	18.1	15.4	17.8	16.7	16.4	15.0	11.6	10.2
	–3.1	*–14.9*	*15.6*	*–6.2*	*–1.8*	*–8.5*	*–22.5*	*–12.2*
Cape Breton, Nova Scotia	42.2	40.2	43.4	41.5	41.2	40.8	41.1	41.0
	2.7	*–4.7*	*8.0*	*–4.4*	*–0.7*	*–1.0*	*0.7*	*–0.2*
Fredericton, New Brunswick	47.0	50.4	50.0	52.6	53.3	50.8	49.5	50.0
	0.2	*7.2*	*–0.8*	*5.2*	*1.3*	*–4.7*	*–2.6*	*1.0*
Bathurst, New Brunswick	12.6	14.9	16.5	14.7	13.2	14.6	14.1	13.7
	–9.4	*18.4*	*10.7*	*–11.0*	*–10.1*	*10.5*	*–3.3*	*–3.0*
Miramichi, New Brunswick	16.1	11.8	9.9	7.9	6.3	5.1	5.9	6.9
	20.1	*–26.7*	*–16.1*	*–20.0*	*–20.6*	*–18.7*	*15.4*	*16.9*
Edmundston, New Brunswick	8.1	10.1	10.1	9.9	11.3	8.9	9.7	10.5
	–10.0	*24.7*	*–0.2*	*–1.8*	*14.1*	*–21.4*	*9.2*	*8.2*
Rimouski, Quebec	20.4	18.1	16.5	16.6	20.2	18.9	21.8	21.1
	–8.8	*–11.3*	*–8.8*	*0.6*	*21.8*	*–6.5*	*15.4*	*–3.2*
Baie-Comeau, Quebec	18.8	17.3	15.1	16.2	19.4	19.1	17.9	19.7
	–3.1	*–8.0*	*–12.6*	*7.2*	*19.8*	*–1.6*	*–6.3*	*10.0*
Sept-Îles, Quebec	19.1	19.6	18.6	15.8	19.6	18.8	20.3	15.4
	6.1	*2.6*	*–5.0*	*–15.1*	*24.0*	*–4.1*	*8.1*	*–24.2*
Shawinigan, Quebec	24.5	22.3	22.1	20.3	22.5	23.0	20.0	21.2
	–4.7	*–9.0*	*–0.9*	*–8.1*	*10.8*	*2.2*	*–13.0*	*6.0*
Drummondville, Quebec	44.1	39.9	39.4	37.6	35.9	32.3	31.1	32.0
	8.1	*–9.5*	*–1.2*	*–4.6*	*–4.6*	*–10.0*	*–3.7*	*2.9*
Granby, Quebec	32.7	36.2	37.7	37.1	40.1	36.9	39.3	38.6
	–6.3	*10.7*	*4.2*	*–1.6*	*8.0*	*–8.0*	*6.5*	*–1.8*
Saint-Hyacinthe, Quebec	38.2	31.2	27.1	26.7	21.0	23.1	24.3	20.2
	–4.0	*–18.4*	*–13.2*	*–1.3*	*–21.5*	*10.1*	*5.3*	*–17.0*
Saint-Jean-sur-Richelieu, Quebec	41.9	41.0	48.4	47.3	45.9	46.9	49.9	46.4
	–7.3	*–2.1*	*18.0*	*–2.3*	*–3.0*	*2.2*	*6.4*	*–7.0*
Rouyan-Noranda/Val-d'Or, Quebec	34.8	32.3	34.3	28.2	29.4	33.0	32.7	35.5
	9.1	*–7.2*	*6.2*	*–17.7*	*4.2*	*12.2*	*–0.9*	*8.6*
Cornwall, Ontario	26.4	30.2	29.0	28.4	28.0	25.9	26.0	25.8
	–2.6	*14.3*	*–3.9*	*–2.1*	*–1.4*	*–7.5*	*0.4*	*–0.8*
Brockville, Ontario	16.0	18.2	22.4	18.3	15.3	17.4	21.1	21.8
	0.0	*13.8*	*23.1*	*–18.3*	*–16.4*	*13.7*	*21.3*	*3.3*
Belleville, Ontario	36.7	42.1	45.2	46.3	42.2	48.6	47.7	44.1
	–16.6	*14.8*	*7.3*	*2.5*	*–8.9*	*15.2*	*–1.9*	*–7.5*
Kawartha Lakes, Ontario	38.1	34.6	35.1	30.8	33.1	36.9	34.6	43.5
	0.3	*–9.1*	*1.4*	*–12.3*	*7.5*	*11.5*	*–6.2*	*25.7*

First line is in 000s of jobs; second line is percentage change.
Sources: Statistics Canada; The Conference Board of Canada.

Total Employment	2006	2007	2008	2009	2010	2011	2012	2013
Norfolk, Ontario	32.6	32.5	34.2	31.3	31.2	33.0	30.5	31.2
	1.0	*–0.3*	*5.2*	*–8.4*	*–0.4*	*5.8*	*–7.5*	*2.2*
Chatham-Kent, Ontario	57.7	54.0	54.6	48.9	50.2	48.7	49.3	46.7
	4.9	*–6.4*	*1.1*	*–10.4*	*2.6*	*–3.0*	*1.2*	*–5.3*
Leamington, Ontario	23.6	23.1	21.6	18.3	18.2	20.8	28.7	26.7
	9.3	*–2.1*	*–6.5*	*–15.3*	*–0.5*	*14.3*	*38.0*	*–7.0*
Sarnia, Ontario	46.6	45.9	46.6	42.5	43.5	44.8	42.1	42.6
	2.9	*–1.5*	*1.5*	*–8.8*	*2.4*	*2.9*	*–6.0*	*1.2*
North Bay, Ontario	32.7	34.2	33.0	32.7	31.4	31.6	30.6	25.3
	4.7	*4.6*	*–3.5*	*–1.0*	*–3.9*	*0.6*	*–3.1*	*–17.4*
Timmins, Ontario	22.4	26.8	26.0	24.3	24.0	23.2	27.9	29.0
	–4.2	*19.6*	*–2.9*	*–6.6*	*–1.2*	*–3.4*	*20.3*	*3.9*
Sault Ste. Marie, Ontario	39.9	37.2	40.1	36.3	38.0	36.8	34.3	37.1
	4.7	*–6.7*	*7.8*	*–9.5*	*4.6*	*–3.1*	*–6.8*	*8.2*
Brandon, Manitoba	27.1	30.1	27.7	27.4	26.5	27.8	26.1	30.8
	–1.5	*11.1*	*–8.0*	*–1.0*	*–3.3*	*4.8*	*–6.1*	*18.0*
Moose Jaw, Saskatchewan	16.0	17.1	17.4	16.4	16.5	16.7	15.6	17.2
	–0.4	*6.8*	*1.8*	*–5.8*	*0.6*	*1.3*	*–6.7*	*10.2*
Prince Albert, Saskatchewan	19.1	19.0	21.3	21.9	21.9	22.3	22.4	22.4
	4.4	*–0.4*	*12.0*	*2.8*	*0.0*	*1.8*	*0.5*	*–0.1*
Medicine Hat, Alberta	42.6	47.6	44.0	39.7	39.8	33.8	33.2	41.3
	–9.8	*11.8*	*–7.6*	*–9.8*	*0.3*	*–15.0*	*–1.8*	*24.5*
Lethbridge, Alberta	34.5	45.1	55.9	50.1	47.9	50.3	46.5	39.9
	–7.3	*30.8*	*23.9*	*–10.4*	*–4.3*	*5.0*	*–7.6*	*–14.2*
Red Deer, Alberta	49.0	53.6	53.0	50.7	51.3	53.9	52.9	55.8
	–1.0	*9.4*	*–1.2*	*–4.3*	*1.2*	*5.0*	*–1.8*	*5.5*
Grande Prairie, Alberta	46.6	47.1	47.1	44.9	46.2	49.4	49.7	51.6
	5.4	*1.1*	*0.0*	*–4.7*	*2.9*	*6.9*	*0.6*	*3.9*
Wood Buffalo, Alberta	35.7	38.8	40.6	42.0	45.3	48.3	49.8	51.9
	9.5	*8.7*	*4.6*	*3.4*	*7.9*	*6.6*	*3.1*	*4.2*
Vernon, British Columbia	36.6	39.4	36.8	29.1	21.7	22.3	17.6	26.2
	21.6	*7.7*	*–6.6*	*–20.9*	*–25.4*	*2.8*	*–21.1*	*49.0*
Kamloops, British Columbia	53.4	53.1	54.8	50.8	51.9	51.1	55.7	53.0
	9.8	*–0.5*	*3.2*	*–7.3*	*2.2*	*–1.5*	*9.0*	*–4.8*
Chilliwack, British Columbia	24.9	34.8	38.5	38.5	49.7	47.6	47.4	52.6
	–22.7	*39.7*	*10.7*	*0.0*	*29.0*	*–4.2*	*–0.4*	*11.0*
Duncan, British Columbia	20.7	16.7	17.5	12.6	19.3	23.3	22.9	19.6
	13.7	*–19.4*	*4.9*	*–28.0*	*53.3*	*20.6*	*–1.7*	*–14.4*
Nanaimo, British Columbia	45.7	48.2	50.0	49.6	52.1	46.3	49.3	52.0
	–1.3	*5.5*	*3.7*	*–0.8*	*5.0*	*–11.1*	*6.5*	*5.5*
Courtenay, British Columbia	24.4	23.4	21.9	25.1	25.4	21.8	24.4	27.8
	–2.0	*–4.1*	*–6.4*	*14.7*	*1.1*	*–14.2*	*11.9*	*13.9*
Prince George, British Columbia	46.2	48.4	47.9	44.0	48.8	48.9	50.4	48.1
	2.0	*4.8*	*–1.0*	*–8.1*	*10.9*	*0.2*	*3.1*	*–4.6*
Dawson Creek, British Columbia	7.1	6.2	7.8	4.9	6.0	7.0	6.8	7.4
	18.2	*–12.7*	*26.2*	*–36.7*	*21.7*	*16.2*	*–3.2*	*9.2*

First line is in 000s of jobs; second line is percentage change.
Sources: Statistics Canada; The Conference Board of Canada.

Canada

The outlook for Canadian exports is improving.

As they struggle to beat down their deficits, the federal government and most provincial governments will have to cinch their belts even tighter.

Overview The long-awaited U.S. recovery seems to be solidifying, allowing Canadian exporters to pick up the pace. The depreciation of the dollar to start 2014 will add to the bottom line of many exporters who are seeing U.S. demand for their products grow. And that should help stimulate Canada's humdrum pace of economic growth. Along with exports, private business investment is expected to do well. However, modest household spending, easing residential investment, and still heavy fiscal restraint will hold Canada's gross domestic product growth to only 2.3 per cent this year. For 2015, slightly stronger growth of 2.4 per cent is anticipated.

Governments Struggle With Weak Revenue Gains Real government spending on goods, services, and infrastructure is estimated to have posted growth of just 0.6 per cent last year—the third consecutive year of significant spending restraint. Yet despite the weak growth in spending, most provincial governments will have a difficult time hitting their deficit targets for the 2013–14 fiscal year. Therefore, further spending restraint will be required. On the other hand, the federal government seems to be on track to reach its target of eliminating its deficit and running a surplus in 2015–16, despite slower-than-forecast economic growth and some unexpected spending. But to reach this goal, the federal government is freezing operating budgets. As a result, real government spending growth on goods, services, and infrastructure is expected to remain weak, at 0.5 per cent this year.

Business Investment Growth Resumes Following 2013 Pause Real growth in machinery and equipment investment is expected to pick up this year and especially in 2015, bolstered by better profitability, capacity constraints, and steady pressures to improve productivity. Real spending on non-residential building construction is forecast to pick up slightly, despite rising office vacancy rates, with growth supported by a solid 8.6 per cent rise in non-residential building permits last year. At the same time, real investment in engineering is expected to increase only modestly, given that there is less desire to push new oil sands projects forward until new pipeline capacity is built. All together, growth in real business investment is forecast to improve from 0.9 per cent last year to 3.1 per cent this year and to 2.9 per cent in 2015.

Real Estate Markets Will Fizzle Rather Than Pop Home sales are forecast to soften, especially in 2015 as mortgage rates rise, but no major correction in home values is expected. New home construction has been strong over the past decade, but the pace of construction has not significantly outstripped our estimates of demographic demand. And, over the past year, prudent developers have sharply curtailed new home construction, helping to rebalance the market and mute declines in real estate values. Housing starts are expected to remain at around 187,000 units this year and next, well below our estimates of demographic requirements of about 210,000.

Exports to Gain Strength The growing strength of the U.S. economy should boost Canadian export activity over the next two years and allow for a better performance than we saw in 2013. Boosted by the strength in U.S. business investment, Canadian exports of machinery and equipment are forecast to increase by a solid 9.4 per cent this year and 8.7 per cent in 2015. Stronger household spending will also help bolster demand for manufactured goods, although gains in motor vehicle production will be limited. The short-term outlook for Canadian wood exports is favourable, as U.S. housing starts are forecast to hit 1.1 million units in 2014, up 21.4 per cent from last year, and just below the 1.4 million units forecast for 2015. The outlook for resource sector exports is also favourable, as ample new production is set to come on-stream. Overall, following estimated growth of 1.3 per cent last year, real merchandise exports are forecast to grow by 3.4 per cent this year and 4.2 per cent in 2015.

Canada's real GDP growth is forecast to improve from 1.7 per cent in 2013 to 2.3 per cent in 2014 and to 2.4 per cent in 2015. The labour market is expected to benefit from the stronger economic activity, with job growth forecast to average 1.6 per cent per year between 2014 and 2015, up from 1.3 per cent in 2013.

Forecast Risk

If the tapering of the U.S. Federal Reserve's bond-buying program does not go smoothly, interest rates on mortgages and other loans would increase quickly, hurting consumer spending and investment.

Real GDP Growth

2013	2014	2015–18	2009–18
1.7%	2.3%	2.3%	1.8%

Credit Quality: AAA (Standard & Poor's)

Economic Indicators	2011	2012	2013	2014f	2015f	2016f	2017f	2018f
Real GDP at market prices (2007 $ millions)	1,633,640	1,661,559	1,690,139	1,729,025	1,770,762	1,815,986	1,858,802	1,894,739
percentage change	*2.5*	*1.7*	*1.7*	*2.3*	*2.4*	*2.6*	*2.4*	*1.9*
Total employment (000s)	17,309	17,510	17,736	17,987	18,304	18,586	18,824	19,026
percentage change	*1.5*	*1.2*	*1.3*	*1.4*	*1.8*	*1.5*	*1.3*	*1.1*
Unemployment rate (per cent)	7.5	7.3	7.1	7.0	6.5	6.1	5.8	5.7
Personal income per capita ($)	38,139	39,368	40,379	41,463	42,838	44,183	45,478	46,745
Population (000s)	34,303	34,702	35,096	35,506	35,910	36,323	36,740	37,161
percentage change	*1.0*	*1.2*	*1.1*	*1.2*	*1.1*	*1.1*	*1.1*	*1.1*
Single-family housing starts (000s)	82.4	83.7	78.3	78.8	76.9	80.1	79.5	79.8
Multi-family housing starts (000s)	111.6	131.2	109.5	109.1	110.1	116.4	122.9	127.5
Retail sales ($ millions)	458,471	469,924	481,594	499,416	519,514	541,693	563,761	585,682
percentage change	*4.1*	*2.5*	*2.5*	*3.7*	*4.0*	*4.3*	*4.1*	*3.9*
CPI (2002 = 1.000)	1.199	1.217	1.229	1.247	1.272	1.299	1.326	1.353
percentage change	*2.9*	*1.5*	*1.0*	*1.5*	*2.0*	*2.1*	*2.1*	*2.1*

f = forecast
Sources: The Conference Board of Canada; Statistics Canada.

Ontario

This year, Ontario's economy will expand by more than 2 per cent for the first time since 2011.

A combination of higher U.S. growth and a weaker loonie should help Ontario exporters over this year and next.

Better Days Ahead for Exporters Ontario's exporters struggled in 2013 because of the weak global and U.S. economies, the strong Canadian dollar, and structural factors such as the shift in production of some motor vehicles away from Ontario to lower-cost jurisdictions in the southern United States and Mexico. Although the auto production trend will continue, overall real exports are expected to grow by 3.8 per cent this year and 4.4 per cent in 2015, largely thanks to a healthier world economy, which is expected to grow by 3.1 per cent in 2014. The recently signed free trade agreement with Europe should also help Ontario exporters as tariffs gradually decline, while the weaker value of the Canadian dollar will help their competitive position.

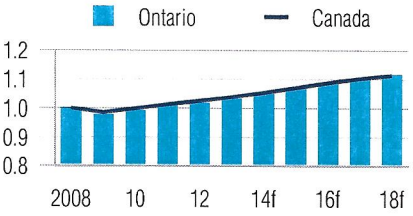
Improving Employment and Income Despite difficulties facing Ontario's manufacturers and home builders, Ontario has managed to record healthy job growth. After increasing by a solid 1.4 per cent last, a gain of 1.5 per cent is forecast for this year, and even stronger growth of 1.8 per cent is anticipated next year. The unemployment rate, which stood at 7.5 per cent in January and February, will finally drop below 7 per cent in early 2015. Household income growth was relatively slow in 2013, as a result of job losses in high-paying, goods-producing industries, especially manufacturing. But rising employment will help boost household disposable income by 3.6 per cent this year and 4.3 per cent in 2015. Ontario residents will use the extra income to increase retail sales. Sales expanded by only 1.8 per cent last year, but growth of 3.9 per cent is anticipated in both 2014 and 2015.

Investment Outlook Amid spending restraint by households, businesses, and governments, investment has fallen significantly. Business investment declined by 1.4 per cent last year, and a modest gain of 2.2 per cent is expected in 2014. Next year, real growth of close to 3 per cent is anticipated as the provincial economy starts to close the gap between actual and potential output growth, and as firms bump up against capacity constraints. The only component of business investment spending to increase last year was machinery and equipment, which grew by 2.6 per cent. Stronger growth of 3.2 per cent is expected this year, and even higher growth of 5.7 per cent is predicted for 2015, as some of the uncertainty in the global economy eases and firms start to increase spending. Meanwhile, investment in residential structures declined by 1.1 per cent last year, and sluggish growth of 1 per cent or less is forecast over this year and next. Housing demand will be restrained by slightly higher mortgage rates, tighter mortgage eligibility requirements, and the high debt levels of many Ontario residents. In turn, growth in home prices will be weak this year and next, as will gains in housing starts.

Ontario's economy expanded by only 1.1 per cent last year, limited by weak global economic conditions and the continued deterioration of the province's manufacturing base. This year, real GDP is set to advance by 2.1 per cent, thanks to a rebound in exports and solid growth in commercial and financial services. The services sector will continue to boost the economy in 2015, when real GDP will grow by 2.4 per cent.

Employment in Perspective

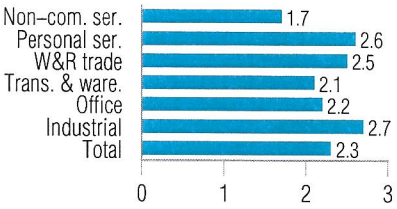
(2008 = 1.0)



f = forecast
Source: The Conference Board of Canada.

Industry Outlook, 2014–18

(average annual compound growth rate)



Sources: Statistics Canada; The Conference Board of Canada.

Forecast Risk

The vehicle manufacturing industry could lose more capacity to its southern neighbours, resulting in job and export losses.

Real GDP Growth

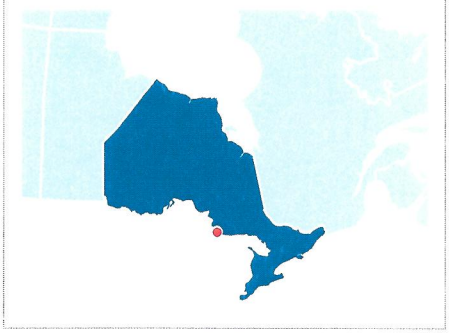
2013	2014	2015–18	2009–18
1.1%	2.1%	2.4%	1.6%

Credit Quality: AA– (Standard & Poor's)

Economic Indicators	2011	2012	2013	2014f	2015f	2016f	2017f	2018f
Real GDP at market prices (2007 $ millions)	569,330	577,488	584,038	596,183	610,361	625,450	640,679	654,443
percentage change	*2.2*	*1.4*	*1.1*	*2.1*	*2.4*	*2.5*	*2.4*	*2.1*
Total employment (000s)	6,732	6,786	6,880	6,985	7,109	7,221	7,330	7,431
percentage change	*1.8*	*0.8*	*1.4*	*1.5*	*1.8*	*1.6*	*1.5*	*1.4*
Unemployment rate	7.8	7.9	7.5	7.5	6.7	6.3	5.9	5.9
Personal income per capita ($)	38,341	39,153	39,884	41,014	42,326	43,626	44,929	46,233
Population (000s)	13,250	13,395	13,524	13,653	13,815	13,989	14,172	14,360
percentage change	*1.0*	*1.1*	*1.0*	*1.0*	*1.2*	*1.3*	*1.3*	*1.3*
Single-family housing starts (000s)	26.9	25.6	23.3	23.3	24.1	27.6	29.5	31.9
Multi-family housing starts (000s)	40.9	51.2	37.8	38.0	38.1	42.1	48.1	53.6
Retail sales ($ millions)	162,528	165,177	168,169	174,695	181,569	189,335	197,393	205,600
percentage change	*3.6*	*1.6*	*1.8*	*3.9*	*3.9*	*4.3*	*4.3*	*4.2*
CPI (2002 = 1.000)	1.201	1.218	1.230	1.248	1.273	1.298	1.325	1.352
percentage change	*3.1*	*1.4*	*1.1*	*1.4*	*2.0*	*2.0*	*2.1*	*2.0*

f = forecast
Sources: The Conference Board of Canada; Statistics Canada.

Sault Ste. Marie



Sault Ste. Marie's economy has struggled recently, with output contracting a modest 0.3 per cent per year on average through 2012–13. The declines were widespread across many goods and services industries. Last year, some of the biggest declines occurred in manufacturing, construction, and business services. Helping to partly offset this weakness, however, were decent gains in wholesale and retail trade and in the finance, insurance, and real estate sector. Wholesale and retail trade has been a constant source of growth for the Sault Ste. Marie region, while rising housing starts have helped to boost the real estate sector in recent years.

Fortunately, Sault Ste. Marie's economy is expected to bounce back this year and next. In fact, real gross domestic product is expected to grow by 1.1 per cent per year over 2014–15. A healthier world economy and slightly weaker Canadian dollar will help spark a turnaround in manufacturing, which will, in turn, lead to a rebound in the transportation and warehousing sector.

Like much of the rest of Canada, Sault Ste. Marie's manufacturing sector struggled through the early 2000s, hurt by a high Canadian dollar and two U.S. recessions. But from 2010 to 2012, the industry was in recovery mode, with output rising by an average of 3.1 per cent per year. The recovery was fuelled partly by rising demand, but also by successful efforts by the region to diversify its manufacturing sector, expanding from the traditional steel industry to include alternative energy, science and technology, and aviation companies, to name a few. Unfortunately, the manufacturing sector's recovery was halted last year by a subdued world economy, resulting in another contraction in output. This downturn is expected to be short-lived, however. A pickup in demand and a slightly weaker loonie will lead to output growth of 2.1 per cent this year and 2 per cent in 2015. In turn, increased manufacturing activity is anticipated to translate into positive results for the transportation and warehousing sector as well, where output is forecast to expand by an average of 1.7 per cent annually over the next two years.

Meanwhile, Sault Ste. Marie's construction sector is also forecast to grow in 2014 and 2015, rising for the first time in four years. Construction output is expected to increase by a modest annual average of 1.1 per cent this year and next, largely thanks to a number of non-residential projects. . Included in this list is the redevelopment of the International Bridge Plaza (Canadian border entry point from Michigan), the redevelopment of the former St. Marys Paper Mill property, the start of the Elementa Group Waste to Energy Project, and the completion of construction for the new St. Mary's College. The city is also encouraging redevelopment of the downtown core, which should help to boost construction output in the future.

On the residential side, builders are expected to take a breather this year, after total housing starts hit 156 units in 2013—their highest level since 1997. A falling population will reduce housing demand going forward. Indeed, Sault Ste. Marie's population has fallen steadily for the past three years, down by an average of 0.6 per cent per year, and is forecast to decline by a further 0.2 per cent on an average annual basis over 2014–15.

Even though employment has fallen in two of the last three years, consumers have continued to spend. Wholesale and retail trade output increased an average of 7 per cent annually from 2010 to 2011 and by 3.1 per cent per year over the past two years. Despite the fact that the city's employment is forecast to fall a further 2.5 per cent this year, before advancing by 1 per cent in 2015, the wholesale and retail trade sector is expected to keep growing. From 2014 to 2015, output is projected to climb by 2.8 per cent annually.

Growth in Sault Ste. Marie's real GDP is expected to average 1.1 per cent per year between 2014 and 2015—a welcome change from the declines seen over the past two years. Renewed growth in the manufacturing and construction sectors will help to boost output this year and next. In addition, despite lower employment numbers this year, consumers are expected to keep spending. As a result, increased wholesale and retail trade output will also add to the bottom line.

Economic Indicators	2008	2009	2010	2011	2012	2013	2014f	2015f
Real GDP at market prices (2007 $ millions)	2,845	2,722	2,782	2,802	2,800	2,785	2,816	2,847
percentage change	*–1.4*	*–4.3*	*2.2*	*0.7*	*–0.1*	*–0.5*	*1.1*	*1.1*
Total employment (000s)	40	36	38	37	34	37	36	37
percentage change	*7.8*	*–9.5*	*4.6*	*–3.1*	*–6.8*	*8.2*	*–2.5*	*1.0*
Unemployment rate (per cent)	5.6	9.5	10.0	8.9	7.5	8.4	8.4	7.9
Personal income per capita ($)	34,469	34,897	36,799	37,460	38,480	39,906	40,565	41,912
percentage change	*3.5*	*1.2*	*5.5*	*1.8*	*2.7*	*3.7*	*1.7*	*3.3*
Population (000s)	80	80	80	80	79	79	78	78
percentage change	*0.0*	*–0.4*	*0.0*	*–0.2*	*–0.7*	*–0.8*	*–0.3*	*–0.1*
Housing starts (units)								
Single-family	114	78	97	100	111	69	94	77
Multiple-family	59	7	2	29	9	87	27	27
Total	173	85	99	129	120	156	120	103
Retail sales ($ millions)	902	878	943	956	961	978	1,003	1,030
percentage change	*4.5*	*–2.7*	*7.4*	*1.4*	*0.5*	*1.8*	*2.6*	*2.7*

f = forecast
Sources: Statistics Canada; CMHC Housing Time Series Database; The Conference Board of Canada.

Sectoral Gross Domestic Product	2008	2009	2010	2011	2012	2013	2014f	2015f
Total gross domestic product (2007 $ millions)	2,845	2,722	2,782	2,802	2,800	2,785	2,816	2,847
	–1.4	*–4.3*	*2.2*	*0.7*	*–0.1*	*–0.5*	*1.1*	*1.1*
Goods sector	697	615	647	656	654	633	646	657
	–4.9	*–11.8*	*5.3*	*1.3*	*–0.3*	*–3.1*	*2.0*	*1.7*
Manufacturing	448	374	399	407	410	393	401	409
	–7.6	*–16.6*	*6.8*	*2.1*	*0.5*	*–4.0*	*2.1*	*2.0*
Construction	174	175	182	179	176	171	174	175
	–3.8	*0.5*	*3.7*	*–1.7*	*–1.2*	*–2.8*	*1.3*	*0.8*
Primary and utilities	75	66	66	70	68	69	71	73
	11.4	*–11.6*	*0.8*	*5.3*	*–2.8*	*1.1*	*3.2*	*2.6*
Services sector	2,148	2,108	2,135	2,146	2,146	2,152	2,170	2,190
	–0.2	*–1.9*	*1.3*	*0.5*	*0.0*	*0.3*	*0.9*	*0.9*
Transportation and warehousing	89	82	84	85	85	84	85	86
	1.7	*–7.5*	*2.8*	*0.2*	*0.3*	*–1.5*	*1.6*	*1.7*
Information and cultural industries	27	28	28	28	28	27	28	28
	0.3	*0.8*	*1.1*	*0.3*	*–0.3*	*–1.4*	*0.7*	*1.0*
Wholesale and retail trade	389	380	415	437	450	464	477	490
	0.2	*–2.2*	*9.0*	*5.3*	*3.0*	*3.1*	*2.8*	*2.7*
Finance, insurance, and real estate	392	393	400	408	415	425	435	443
	–0.3	*0.1*	*1.8*	*2.0*	*1.7*	*2.5*	*2.2*	*1.9*
Business services	291	267	259	254	247	242	239	237
	–4.6	*–8.3*	*–2.8*	*–2.2*	*–2.6*	*–2.2*	*–1.1*	*–0.7*
Personal services	183	179	172	170	170	173	176	178
	–1.2	*–2.3*	*–3.9*	*–1.0*	*0.2*	*1.6*	*1.7*	*1.0*
Non-commercial services	527	519	507	490	476	462	454	448
	0.0	*–1.5*	*–2.3*	*–3.2*	*–3.0*	*–2.9*	*–1.7*	*–1.4*
Public administration	250	261	270	274	275	275	277	280
	4.9	*4.2*	*3.7*	*1.5*	*0.3*	*–0.1*	*0.9*	*1.1*

f = forecast; first line is in 2007 $ millions, and second line is percentage change.
Sources: Statistics Canada; The Conference Board of Canada.

Sectoral Employment	2008	2009	2010	2011	2012	2013	2014f	2015f
Total employment (000s)	40.1	36.3	38.0	36.8	34.3	37.1	36.2	36.5
	7.8	*–9.5*	*4.6*	*–3.1*	*–6.8*	*8.2*	*–2.5*	*1.0*
Goods sector	9.9	8.9	8.2	7.9	5.4	6.1	6.4	6.3
	20.7	*–10.1*	*–7.6*	*–3.9*	*–31.6*	*12.1*	*5.2*	*–0.6*
Manufacturing	5.7	5.1	4.4	4.9	3.1	3.5	3.7	3.6
	–3.4	*–10.5*	*–13.5*	*11.1*	*–36.7*	*12.2*	*5.9*	*–1.1*
Construction	2.8	3.2	3.0	2.1	1.8	2.1	2.1	2.2
	64.7	*14.3*	*–6.0*	*–30.2*	*–14.3*	*16.6*	*1.7*	*0.8*
Primary and utilities	1.4	0.6	0.8	0.9	0.5	0.5	0.6	0.5
	133.3	*–57.1*	*33.7*	*12.2*	*–44.4*	*–4.5*	*15.4*	*–2.8*
Services sector	30.2	27.4	29.8	28.9	28.9	31.0	29.8	30.2
	4.1	*–9.3*	*8.6*	*–2.9*	*0.0*	*7.4*	*–4.0*	*1.3*
Transportation and warehousing	1.2	1.7	1.5	1.3	1.3	1.3	1.4	1.4
	12.3	*36.1*	*–11.5*	*–13.6*	*–3.7*	*7.8*	*1.3*	*2.4*
Information and cultural industries	0.3	0.2	0.3	0.3	0.3	0.2	0.2	0.2
	17.6	*–22.6*	*42.0*	*–5.3*	*–11.4*	*–29.8*	*19.8*	*–2.3*
Wholesale and retail trade	4.9	5.0	6.9	5.8	6.4	6.8	6.7	6.9
	–9.3	*3.0*	*37.8*	*–16.2*	*10.7*	*5.6*	*–1.1*	*3.1*
Finance, insurance, and real estate	1.3	1.0	1.3	1.4	1.2	1.5	1.4	1.4
	12.7	*–22.6*	*24.3*	*8.2*	*–11.4*	*18.0*	*–5.1*	*2.5*
Business services	4.1	2.9	3.9	3.9	3.6	4.2	3.9	4.1
	12.8	*–29.2*	*33.8*	*0.4*	*–8.1*	*15.9*	*–5.3*	*3.0*
Personal services	6.1	5.4	5.2	4.8	5.7	6.6	6.0	6.2
	19.5	*–11.9*	*–3.7*	*–7.9*	*19.6*	*14.8*	*–9.1*	*2.9*
Non-commercial services	9.5	9.0	8.4	8.7	7.7	8.1	7.7	7.6
	–4.0	*–5.3*	*–6.4*	*3.3*	*–11.5*	*4.9*	*–4.2*	*–2.0*
Public administration	2.7	2.1	2.2	2.7	2.7	2.4	2.4	2.4
	12.5	*–22.2*	*5.0*	*22.4*	*0.0*	*–9.5*	*0.1*	*–0.5*

f = forecast; first line is in 000s of jobs, and second line is percentage change.
Sources: Statistics Canada; The Conference Board of Canada.

Small Communities Fund Announced

08/18/2014

Permanent Ontario Community Infrastructure Fund and Building Canada Fund – Small Communities Fund announced.

Today Premier Kathleen Wynne announced infrastructure funding for municipalities under the permanent Ontario Community Infrastructure Fund (OCIF) and Building Canada Fund – Small Communities Fund (BCF-SCF). These programs will flow $100 million annually (OCIF) and $272 million from each of the federal and provincial governments (SCF) to municipal infrastructure projects. Ontario intends to identify Small Communities Fund projects jointly with the new permanent Ontario Community Infrastructure Fund. This will streamline the process for eligible applicants and help expedite program delivery.

Ontario Community Infrastructure Fund

After consultation with municipalities, the $100 million annual OCIF fund was announced in the 2014 Ontario Budget for critical infrastructure in small, rural and northern municipalities. The OCIF funding delivers on some longstanding municipal needs by offering permanent and predictable infrastructure funding to municipalities. Half of the OCIF funding will be allocated by formula for municipal priorities. Municipalities are eligible for OCIF funding if they have 100,000 or fewer residents; have more than 25 per cent rural residents; or are located in Northern Ontario. The program will be reviewed in three years with an objective of moving to full formula-based funding.

OCIF Formula Funding

- $50 million formula-based funds will support critical municipal road, bridge, water and wastewater projects and can also be used for asset management planning.
- Formula allocations are based on municipal fiscal ability and municipal infrastructure stock. Allocations include a base amount and will be confirmed by letter in September.

OCIF Application Funding

- $50 million in application based funds for eligible municipalities of up to $2 million for critical roads, bridge, water and wastewater projects identified under asset management plans.
- Expressions of interest are due by September 19, 2014. Communities will be notified of the results of the pre-screen in October. Full applications for communities that pass the pre-screen will be due in December. Final funding announcements will be in early 2015.
- The OCIF program will be reviewed in 3 years with the objective of moving to full formula-based funding over time as critical projects are addressed and asset management plans are in place.

This will place the onus on municipal governments to complete and expand their asset management planning so that they are in place to guide infrastructure investments.

The OCIF funding responds to AMO's call for permanent provincial funding for municipal road, bridge and other infrastructure for small, rural and

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Links
AMO News Release
Building Canada Plan
Program Guide
Provincial Announcement

northern municipalities since 2011. The funding also begins to address local government requests for predictable formula allocations linked to asset management plans to address local priorities.

Building Canada Fund – Small Communities Fund (BCF-SCF)

The Premier also announced the intake of funding applications under the BCF's Small Communities Fund. The BCF provides $14 billion nationally for infrastructure. The SCF sets aside $1 billion for communities across Canada with under 100,000 residents.

In Ontario, the SCF will deliver $544 million of cost shared provincial and federal funding to municipalities. With municipal contributions added, the fund will dedicate over $800 million to local infrastructure. Municipalities will be able to submit two project proposals – one for OCIF and one for BCF-SCF.

BCF-SCF Eligible project categories:

- Public transit
- Drinking water
- Wastewater
- Solid waste management
- Green energy
- Innovation
- Connectivity and broadband
- Brownfield redevelopment
- Disaster mitigation infrastructure
- Local and regional airports
- Short-line rail
- Short-sea shipping
- Highways and major roads

AMO understands that BCF Provincial/Territorial Infrastructure Component funds are still under discussion between Ontario and Canada and information will be released at a later time. The $4 billion BCF National Infrastructure Component is also available to municipalities now. Information can be found on Infrastructure Canada's Building Canada Plan website.

Municipalities are encouraged to read the program guide released by the Ministry of Economic Development, Employment and Infrastructure to begin the application process for these programs. Letters outlining OCIF formula-based allocations will be delivered next month.

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Infrastructure
Labour
Planning
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Waste Management

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August 21, 2014

This Is What We Heard At The AMO Annual Conference – If You Were Not There, This Is Some of What You Missed…

On Municipal Governments and the Provincial Deficit: The Premier agreed that there needs to be better and on-going discussions so that our respective interests in fiscal wellbeing might be met. The comment was made in response to a question at the Ministers' Forum about the need to end budget surprises for municipal governments (of which there were a number in the 2014 Budget), and to evaluate any potential fiscal changes in a cumulative manner, particularly as the province looks to its plan to balance its budget by 2017-18.

On reducing the cost of policing: The Premier said that it is a conversation she's willing to have; "We recognize we now have to do that work with the municipalities." The Minister of Community Services and Correctional Services, the Hon. Yasir Naqvi told delegates that in early fall he will be receiving the report of the Future of Policing Advisory Committee (a committee which includes AMO and police service boards but mostly made up of representatives from police management and union associations). He assured municipalities that it would not languish on the Ministry's shelf. AMO's Modernization of Policing Task Force will work to provide further input.

On joint and several liability: The Attorney General, the Hon. Madeline Meilleur advised that she was not going ahead with any of her Ministry's proposed solutions to provide some reasonable limits on the impacts of joint and several liability. In the spring, all Parties in the Legislature (including the Liberals) passed a motion which called on the government to implement a solution by this summer. The province is offering no lifeline for municipal governments when it comes to this matter and is siding with the trial lawyers and Law Commission of Ontario. (The Commission only reviewed joint and several liability in the context of the *Ontario Business Corporations Act,* legislation which does not apply to the municipal circumstance.) Delegates were extremely disappointed with the news, after a year of solid work to arrive at a potential solution that would help address a portion of the challenge. AMO has advised the government that it will not be easing up. Municipal governments cannot afford to be the insurer of last resort when at minimal fault or to assume the responsibility of others' mistakes.

On interest arbitration: The Minister of Labour, the Hon. Kevin Flynn, advised that the government is prepared to deal with parts of this issue - namely shortening the timelines and process related to decision-making. However on the key municipal issue of ability to pay, the Minister advised he needed "more clarity". AMO has provided and will continue to provide the needed clarity. Of interest to this issue is polling that Nic Nanos undertook for his presentation, one question related to fire and police personnel wages/benefits. 59% of those polled felt that fire and police personnel should have the same increase as other employees of the same municipality (32%) or a wage/benefit freeze (27%). Only 32% supported a sector to sector approach regardless of the municipal size. (Check out the AMO website for the entire Nanos Presentation and municipal issues polling results.)

AMO.on.ca 200 University Ave., Suite 801 Toronto ON M5H 3C6 Canada | Tel: 416.971.9856 | Fax: 416.971.6191 | Toll-Free in Ontario: 1.877.426.6527 | amo@amo.on.ca

On tools to collect POA fines: AMO and delegates pressed the government to re-introduce and pass this legislation in the fall legislative session. In 1997, we inherited responsibility for the administration of *Provincial Offences Act* however, without some additional collection tools, million upon millions of fines cannot be collected. AMO will continue to message the importance of progress on this and we are hopeful that this 'ask' will be realized sooner than later.

Improving Municipal Infrastructure: Premier Wynne announced the roll out of two funding sources – the Ontario Community Infrastructure Fund (OCIF) and Build Canada Fund – Small Communities Fund (BCF-SCF). The OCIF is a permanent $100m fund for municipalities with less than 100,000 population and Northern Ontario cities. It will provide $50m on a formula basis to them and $50m on an application basis for critical infrastructure projects (roads, bridges, water and waste water) identified under asset management plans. A Guidebook is available now which sets out how the formula portion is to be calculated for allocation purposes, and the grant application process which begins with Expressions of Interest due September 19th. In addition, the Small Communities Component of the Build Canada Fund is now open for applications in Ontario. That process is also described in the Guidebook. The BCF-SCF is a 1/3rd share program with a total federal and provincial contribution of $544 m for municipal governments under 100,000 population. The eligible project categories are much larger. For details on both, got to: http://www.moi.gov.on.ca/en/infrastructure/building_together_mis/index.asp.

Double Hatter Firefighters: Full time firefighters bring substantial experience to fire services in many rural and small communities that they call home. However, if challenged by a local union, they often resign their volunteer work for fear of losing their permanent job. All volunteerism, including fire prevention and suppression by double hatters, should be celebrated, not litigated. AMO is seeking intervener status in a case that is going to the Ontario Labour Relations Board. The issue of double hatters has been a systemic issue for a number of years and can no longer be tolerated. AMO will keep its members updated.

The Accountability Act (Bill 8): The Premier and Deputy Leader will be meeting with AMO in the near future to discuss transparency and accountability and the policy approach within the Bill.

Power Dam Payments: The Premier acknowledged the "bad process" associated with the government's plan to begin scaling back $4.4 million in payments over four years. She also indicated that the government would consider re-instating the municipal authority to tax these facilities to recover municipal revenue losses.

These are some of the highlights of policy matters discussed during the conference and at the Ministers' Forum. Check out AMO website over the coming days for presentations of both plenary and concurrent speakers on a range of current and emerging issues.

AMO Contact: Policy@amo.on.ca 416.971.9856

Malcolm White

From: AMO Communications <communicate@amo.on.ca>
Sent: Wednesday, September 03, 2014 4:48 PM
To: Malcolm White
Subject: Policy Update - Renewed Provincial Poverty Reduction Strategy

September 3, 2014

Renewed Provincial Poverty Reduction Strategy

Today Deb Mathews, Deputy Premier, President of the Treasury Board, and Minister Responsible for the Poverty Reduction Strategy, announced the government's renewal of Ontario's Poverty Reduction Strategy. The government has stated that their new, refocused strategy to reduce poverty "is built around and rooted in the determination of people struggling with poverty, those who are trying to get ahead and fully participate in the communities and the province that they call home".

The Strategy is built around four key pillars:

- a long-term goal to end homelessness in Ontario;
- continuing to break the cycle of poverty, with a focus on children and youth;
- moving toward employment and income security, as a critical means to reduce poverty; and,
- investing in what works, by funding programs based on evidence-based policy making.

Government investments and initiatives include:

• $42 million for the Community Homelessness Prevention Initiative (CHPI), which enables local governments to develop homelessness programs tailored to their community's unique needs, bringing the investment to a total of almost $294 million per year (as announced in the 2014 Budget).

• Creating 1,000 new supportive housing spaces by allocating $16 million over three years to help Ontarians living with mental illness and addictions issues.

• Raising the maximum annual benefit for the Ontario Child Benefit -- which supports about one million children in more than 500,000 low- to moderate-income families -- to $1,310 per child as of July 2014. In addition, the Province is indexing the benefit to inflation to help families keep up with the cost of living (as announced in the 2014 Budget).

• Committing to provide health benefits for children and youth in low-income families to ensure they have access to services outside of publicly funded health care, such as prescription drugs, vision care, and mental health services.

• $50 million over five years for a Local Poverty Reduction Fund designed to reward local solutions that demonstrate they are helping to lift people out of poverty (as announced in the 2014 Budget).

AMO looks forward to working with the government to help implement the renewed provincial poverty reduction strategy. Municipalities understand firsthand the effects of poverty. It is seen as people in our communities who struggle to earn a living wage, find and keep suitable housing, or visit a food bank. Municipalities are doing their part by investing in critical services such as transportation, community recreation, child care, and housing to name a few. Continued provincial investments in social and human services, transit, and infrastructure are needed over the long-term to adequately address poverty.

Reducing poverty is beyond the magnitude of any one order of government to address alone. It is a collaborative effort and there is an opportunity to build synergies. Municipal and provincial strategies can inform, guide, and complement each other.

For more information on the Strategy, see the Ontario government's news release:

http://news.ontario.ca/prs/en/2014/09/realizing-the-potential-of-all-ontarians.html.

Report- Realizing Our Potential; Ontario's Poverty Reduction Strategy (2014-2019)

http://www.ontario.ca/home-and-community/realizing-our-potential-poverty-reduction-strategy-2014-2019.

AMO Contact: Michael Jacek, Senior Advisor, mjacek@amo.on.ca, 416-971-9856 ext. 329.

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

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

OPT-OUT: If you wish to opt-out of these email communications from AMO please click here.



Ministry of Agriculture, Food and Rural Affairs

4th Floor
1 Stone Road West
Guelph, Ontario N1G 4Y2
Tel: 519 826-3419
Fax: 519 826-3398

Ministère de l'Agriculture, de l'Alimentation et des Affaires rurales

4e étage
1 Stone Road West
Guelph (Ontario) N1G 4Y2
Tél. : 519 826-3419
Téléc. : 519 826-3398

Ontario

RECEIVED
AUG 25 2014
ADMINISTRATIVE

Rural Programs Branch

August 25, 2014

Dear Chief Administrative Officer, Clerk or Treasurer:

The launch of two new municipal infrastructure initiatives, targeted towards your community, is a key early step in implementing the 2014 Budget through which the province is committing over $130 billion in infrastructure investments over the next ten years.

I am pleased to provide you details on the province's continued support for municipal infrastructure projects through:

- the $100 million per year new Ontario Community Infrastructure Fund (OCIF), which, for the first three years of the program, includes both application-based and formula-based components; and

- an intake to identify priority projects for the Small Communities Fund (SCF). Through the SCF, Ontario and Canada will each provide up to $272 million to support projects in municipalities with populations less than 100,000. The SCF is part of the federal government's 10-year Building Canada Fund.

These programs build on the good work municipalities have been doing to prioritize infrastructure needs through asset management planning. The following supporting materials, which can be found at www.ontario.ca/municipalinfrastructure, are intended to guide municipalities in understanding how to obtain funding from OCIF and SCF:

A. Capital Project Selection Process under OCIF and SCF

This guide provides information with respect to eligibility requirements, as well as the application process and deadlines for the application component of these two funds. Applications will have a two-stage process. First, eligible applicants must submit an Expression of Interest (EOI) for pre-screening. Applicants that pass this EOI process will be given an opportunity to submit a full application. The application will build on the EOI and will require more detailed project information.

Good Things Grow in Ontario
À bonne terre, bons produits
Foodland ONTARIO

B. OCIF and SCF – Expression of Interest Forms

Eligible municipalities must submit these forms to be pre-screened for the application-based component of OCIF as well as the SCF. Expressions of Interest are due **September 19, 2014**. Eligible applicants can submit two projects, one for OCIF, and one for the intake to identify projects under the federal government's SCF.

The same project cannot be submitted to both programs; it is the responsibility of eligible applicants to determine the most appropriate project to submit under each program. Please refer to the program guide for more information on the application-based programs.

C. OCIF – Formula-Based Component – Program Manual

This guide provides information with respect to the allocation of OCIF formula-based funding, its parameters and data sources. It includes an example that walks through the grant calculation step by step. An individual allocation notice and contribution agreement will be sent to you shortly, outlining your municipality's grant for 2014 and the following two years, and the key data used to calculate it. No application is required to access these funds; the full details on conditions to access funding, project eligibility, timing and reporting requirements will be detailed in your contribution agreement. You should review this agreement closely prior to starting any project.

Again, the above supporting materials can be found at www.ontario.ca/municipalinfrastructure. Should you require more information, or are unable to access the supporting materials, please call 1-877-424-1300.

In addition, we have arranged for a webinar to provide a high-level explanation of the programs and offer the opportunity to answer any questions you may have regarding the programs. The webinar will be scheduled for the week of September 8, 2014. If you would like to register for the webinar, please contact Ariel Freeman-Fawcett at 519-826-6640 or Ariel.Freeman-Fawcett@ontario.ca.

We look forward to continued collaboration with municipalities as we move forward to modernize infrastructure across the Province.

Sincerely,

Brent Kennedy
Director/A, Rural Programs Branch
Ministry of Agriculture, Food and Rural Affairs

Ministry of Health and Long-Term Care

Emergency Health Services Branch – ICRCG
590 Rossland Rd. E.
Whitby ON L1N 9G5
Tel.: 905-665-8086
Fax: 905-665-4044

Ministère de la Santé et des Soins de longue durée

Direction des services de santé d'urgence - ICRCG
590 rue Rossland E.
Whitby ON L1N 9G5
Tél.: 905-665-8086
Téléc.: 905-665-4044

Ontario

July 15, 2014

Marcel Provenzano
Fire Chief, Sault Ste. Marie Fire Services
District of Sault Ste. Marie Social Services Administration Board
72 Tancred Street
Sault Ste. Marie ON P6A2W1

Dear Mr. Provenzano:

This communication is to advise you that Sault Ste. Marie Fire Services - EMS Division was successful in meeting the legislated requirements for certification as a land ambulance operator in the Province of Ontario.

A report with our observations from the recertification inspection conducted April 23-24, 2014, was provided to Mr. Rushworth on July 15, 2014. Typically the Service Provider will communicate with Emergency Health Services Branch respecting any observations. Sault Ste. Marie Fire Services - EMS Division continues working collaboratively with the ministry to ensure excellence in ambulance services in Sault Ste. Marie and to all Ontarians.

Sault Ste. Marie Fire Services - EMS Division was commended for their efforts in the following areas:

- Preparation for the certification inspection
- Quality Assurance /CQI
- Base Hospital Agreement
- Vehicles – Equipment Restraints and Staffing
- Policy and Procedures
- Insurance

Should you have any questions respecting the Report, please contact Robert or myself anytime.

Sincerely,

Michael Bay
Manager
Inspections and Certifications

Cc: Mr. Robert Rushworth, Manager, Sault Ste. Marie Fire Services - EMS Division
Mr. Richard Jackson, Director, EHSB
Mr. Michael LeGros, Senior Manager, EHSB
Mr. Jack Cruikshank, Senior Field Manager, EHSB

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Tasha Varpio TELEPHONE: 942-2919

ADDRESS: 496 Queen St. E. POSTAL CODE: P6A 1Z8

The above person hereby makes application for the closing of

Queen Street E.

(Name of street to be closed)

from Bruce St. to Dennis St.

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

on the 26 day of Sept, 2014 from 3:30 am/(pm) to 8:00 am/(pm)

for the purpose of Greyhound Season Opener

APPROVALS SECTION:

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

   ~~Sgt. R. Magnan #209 AUG 13 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.)

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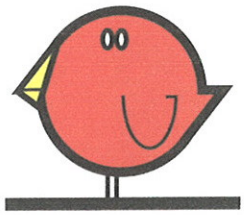
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CITY CLERK SECTION:

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(date) (By-law No.)



August 27th, 2014

RECEIVED
CITY CLERK
AUG 28 2014
NO.: 52381
DIST:

Malcolm White, City Clerk
99 Foster Drive
Sault Ste Marie, On
P6A 5N1

Dear Mr. White,

This letter is to inform you that Loplops Gallery~Lounge will be requesting 3 tents along Queen Street East on Friday September 26th from 4:00pm to 8:00pm with the staff of Loplops working at each tent. Security will also be at each tent.

Each tent will be 20 feet x 20 feet with a licensed area of 140 feet x 45 feet which puts the capacity of area at 550 people.

Police, Fire, Building and Health have all been notified as well as the City of Sault Ste Marie and none have any objections to this event or licensing.

If you require any further information please do not hesitate to contact me at 945.0754.or at 705.297.2814 (text available and preferred) or email at loplops01@gmail.com

Thank you for your consideration,

Sincerely,

Stephen Alexander
Owner – Loplop Gallery Lounge

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 09 08

Mayor Debbie Amaroso and
Members of City Council

RE: STAFF TRAVEL REQUESTS

Dear Council:

The following staff travel requests are presented to you for approval:

1. **Robert Rushworth – Fire Services**
   OAPC Annual Conference
   September 24 – 25, 2014
   London, ON
   Estimated total cost to the City - $ 1054.25
   Estimated net cost to the City - $ 1054.25

2. **Nick Apostle – Community Services Department**
   Parks & Rec Ontario – Board Meeting
   September 18, 2014
   Toronto, ON
   Estimated total cost to the City - $ 297.00
   Estimated net cost to the City - $ 0.00

3. **Michelle Kelly – Engineering & Planning – Planning Division**
   2014 OACA Seminar
   September 25 - 26, 2014
   Grimsby, ON
   Estimated total cost to the City - $ 765.04
   Estimated net cost to the City - $ 765.04

4. **Frank Bentrovato – Engineering & Planning - Building Division**
   OBOA Chapter Meeting
   September 5, 2014
   Blind River, ON
   Estimated total cost to the City - $ 74.75
   Estimated net cost to the City - $ 74.75

5. **Francois Couture – Engineering & Planning – Building Division**
   OBOA Chapter Meeting
   September 5, 2014
   Blind River, ON
   Estimated total cost to the City - $ 74.75
   Estimated net cost to the City - $ 74.75

6. **Peter Niro – Human Resources**
   ATU Arbitration
   October 30, 2014
   Toronto, ON
   Estimated total cost to the City - $ 333.75
   Estimated net cost to the City - $ 333.75

7. **Peter Niro – Human Resources**
   PUC – OLRB Hearing
   November 26 - 27, 2014
   Toronto, ON
   Estimated total cost to the City - $ 596.25
   Estimated net cost to the City - $ 596.25

8. **Don Maki – Engineering & Planning – Building Division**
   2014 LMCBO Workshop
   October 28 – 30, 2014
   Alton, ON
   Estimated total cost to the City - $ 947.50
   Estimated net cost to the City - $ 947.50

9. **Jeff Barban – Social Services – Housing Division**
   NSMHG Meeting
   September 22 – 24, 2014
   Sudbury, ON
   Estimated total cost to the City - $ 706.25
   Estimated net cost to the City - $ 706.25

10. **Gary Schryer – Engineering & Planning - Building Division**
    OBOA Annual Meeting & Training Sessions
    September 28 - October 2, 2014
    Niagara Falls, ON
    Estimated total cost to the City - $ 2,186.38
    Estimated net cost to the City - $ 2,186.38

11. **Peter Niro – Human Resources**
    ESSC – Vision Planning
    September 9, 2014
    Oakville, ON
    Estimated total cost to the City - $ 747.48
    Estimated net cost to the City - $ 747.48

12. **Don McConnell – Engineering & Planning – Planning Division**
    Public Consultation & Engagement Summit
    November 5 – 6, 2014
    Toronto, ON
    Estimated total cost to the City - $ 1,716.00
    Estimated net cost to the City - $ 1,716.00

13. **Dan Fraser and Rocco Celetti – Fire Services**
    Fire/Arson, Explosion Investigation Training
    October 4 – 5, 2014
    Toronto, ON
    Estimated total cost to the City - $ 2,634.72
    Estimated net cost to the City - $ 2,634.72

14. **Paul Antonello – Fire Services**
    Fire Safety with Correctional Facilities
    September 24, 2014
    Gravenhurst, ON
    Estimated total cost to the City - $ 250.00
    Estimated net cost to the City - $ 250.00

15. **Peter Schell – Engineering & Planning – Building Division**
    OBOA Training-Plumbing House-2012
    September 15 – 19, 2014
    Woodbridge, ON
    Estimated total cost to the City - $ 1,859.68
    Estimated net cost to the City - $ 1,859.68

16. **Glen Irwin – Engineering & Planning – Building Division**
    OBOA Annual Meeting & Training Sessions
    September 28 – October 2, 2014
    Niagara Falls, ON
    Estimated total cost to the City - $ 386.25
    Estimated net cost to the City - $ 386.25

17. **Catherine Taddo – Engineering & Planning**
    Municipal Engineers Association 55th Workshop
    November 18 – 21, 2014
    Cambridge, ON
    Estimated total cost to the City - $ 1,373.10
    Estimated net cost to the City - $ 1,373.10

18. **Matthew Caputo – Legal Department**
    MLDAO
    September 18 – 19, 2014
    Sudbury, ON
    Estimated total cost to the City - $ 450.00
    Estimated net cost to the City - $ 450.00

Yours truly,



JMF: bb

Joseph M. Fratesi
Chief Administrative Officer

COUNCIL REPORT

September 8, 2014

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

AUTHOR: **Joseph M. Fratesi, CAO**

DEPARTMENT: **Chief Administrative Officer**

RE: **Recruitment of New Fire Chief**

PURPOSE

The purpose of this report is to get City Council's formal approval to fill the vacancy (by selection process) created by the recent announcement of the planned retirement of Marcel Provenzano, the City's Fire Chief.

Attachments:

Attached are the following:

1) Copy of Chief Provenzano's Notice of Intention to Retire, effective January 31, 2015;
2) Copy of Chief Provenzano's letter of Intent to Retire dated August 11, 2014 addressed to CAO;
3) Copy of City's Policy and Guidelines for Recruitment and Selection of Senior Staff;
4) Copy of News Release issued August 13, 2014 following August 11, 2014 Caucus meeting where Council was informed and authorized taking necessary steps for replacement.

BACKGROUND

On August 11, 2014 Fire Chief Provenzano attended at my office and delivered to me both official Notice of Intention to Retire as well as a letter setting out retirement plans and thanking the City for the opportunity to serve as our Fire Chief since June 2009. True to his earlier commitment, he gave almost 6 months' notice so that his replacement could be found with some time for an orderly transition to the new Chief.

On August 11, 2014 this matter was brought to City Council's attention at the Caucus meeting where Council accepted his Notice of Retirement and authorized the CAO to take all necessary steps to fill the vacancy by way of the selection process described in the City's Policy and Guidelines for the Recruitment and Selection of Senior Staff. Included in the process is the requirement for City Council to authorize the filling of a Senior Staff vacancy in an open Council meeting.

The Guidelines also require that a Selection Committee be established consisting of a Member of Council appointed by Council, along with the CAO (or designate) and the Commissioner of Human Resources (or designate) and any others deemed appropriate by the CAO. Councillor Paul Christian has agreed to serve on this Committee and his appointment to do so by Council is part of this recommendation.

This position will be posted within our own organization as well as across the Province. It is expected that a new Fire Chief can be selected to allow for a smooth transition and change of command.

ANALYSIS
The steps recommended in this report are in accordance with the City's Policy and Guidelines for the Recruitment and Selection of Senior Staff and reflect the direction which Council authorized at the August 11, 2014 Caucus meeting.

IMPACT
The Fire Chief is an important position in our organization and it is imperative that the position be filled with the best candidate available prior to the incumbent's retirement early in 2015.

STRATEGIC PLAN
Not applicable.

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

In accordance with the City's Policy and Guidelines for the Recruitment and Selection of Senior Staff, it is recommended that Council authorize the filling of the vacancy that will be created by the announced retirement of Marcel Provenzano, Fire Chief and that such vacancy be filled by way of the selection process described in the said Guidelines.

Further, it is recommended that Council appoint Councillor Paul Christian to the Selection Committee to assist in the selection of the next Fire Chief who will ultimately be appointed by bylaw by City Council on the recommendation of the Chief Administrative Officer.

Respectfully submitted,



Joseph M. Fratesi
Chief Administrative Officer

Attach.

Fire Chief - Marcel Provenzano
Deputy Fire Chief - Frank Brescacin

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

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

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

August 11th, 2014

Mr. Joseph M. Fratesi
Chief Administrative Officer
Civic Centre

Dear Joe,

Please accept this letter as my official intent to retire effective January 31st, 2015. While I look forward to having a long and healthy retirement, I know there are many aspects of my job, and certainly co-workers that I will miss.

As I look back at my 33 years of service with the City, I am most thankful for having had the opportunity to serve and protect our community. I am also very appreciative of your support and assistance throughout my past six years as the Fire Chief and for your personable leadership style which made my time served in this capacity a very positive experience.

My role as the Fire Chief has been the most rewarding time of my career, and has given me the opportunity to make numerous progressive changes for Fire Services, and the community. I am grateful to the City and yourself for having had the confidence in me to undertake this important role within the organization.

As an expression of gratitude I want to offer my services at no cost to the City, should issues arise which may require my assistance or advice following my retirement.

In the near future, I will ask Human Resources to begin the formal process of accessing my OMERS pension and facilitate my transition into retirement.

I thank you and City for this outstanding career and wish only the very best for our great community in the years ahead.

Sincerely,

Marcel Provenzano
Fire Chief

CORPORATION OF THE CITY OF SAULT STE MARIE

99 FOSTER DRIVE
SAULT STE. MARIE, ON
P6A 5X6
(705) 759-5361

NOTICE OF INTENT TO RETIRE

TO: JOSEPH M. FRATESI, CAO
DEPARTMENT HEAD/SUPERVISOR

****Please be advised, the Notice of Intent to Retire must be submitted 6 weeks prior to your retirement date.**

I hereby give notice of my retirement from the City of Sault Ste. Marie.

Employee Name: MARCEL PROULX-RAND

Employee Number: 5114

Department/Division: FIRE SERVICES

Date of Retirement: JANUARY 31, 2015

Note:

(Please be advised that Omers does not pay for partial months. For example, if you elect to retire on September 3rd, you will not receive any portion of the September payment. Your pension benefit will commence on October 1st. Please try to elect a date at the end of the month (i.e. August 31st) For further clarification, you may contact the Human Resources Department, Benefits Coordinator at 705 – 759-5363.)

Signature

AUG. 11. 2014
Date

c. Human Resources

RECEIVED
AUG 11 2014
ADMINISTRATIVE

SUBJECT: Guidelines for the Recruitment and Selection of Senior Staff	
File in Section: **EMPLOYMENT PRACTICES**	
Effective Date: Nov. 16, 1998	Page 1 of 4
Revision Date: August , 2011	
Approved by: City Council	

PURPOSE:

Provide guidelines to be used in the recruitment of the Chief Administrative Officer and the Senior Staff positions identified in the Scope section.

SCOPE:

These guidelines apply to the Chief Administrative Officer and Senior Staff positions. Senior Staff positions consist of Department Heads (Commissioners, City Solicitor, City Clerk, Fire Chief), Assistant Department Heads and Division Heads.
Note: Division Heads are defined as the following: Manager of Ontario Works, Manager of Community Childcare, Manager of Housing Operations, Transit Manager, Manager Recreation & Culture, Manager Community Centres & Marine Facilities, Manager of Cemeteries, Manager Day Care Services, Manager of Parks, Planning Director, Tax Collector.
Assistant Department Heads are Assistant City Clerk, Assistant City Solicitor, Deputy Commissioner of Public Works, Assistant Fire Chief, Director of Engineering Services.

PROCEDURES:

I Chief Administrative Officer (C.A.O.)

1. City Council shall authorize the filling of a C.A.O. vacancy in an open Council meeting.

2. Upon approval of the filling of the vacancy City Council shall appoint a Selection Committee consisting of the Mayor and two (2) Councillors.

Note: The Commissioner of Human Resources or his designate shall act as a resource to the Selection Committee as may be required throughout the recruitment and selection process.

3. The Selection Committee shall carry out the recruitment and selection process and keep City Council advised throughout the process.

SUBJECT: Guidelines for the Recruitment and Selection of Senior Staff	
File in Section: **EMPLOYMENT PRACTICES**	
Effective Date: Nov. 16, 1998	Page 2 of 4
Revision Date: August , 2011	
Approved by: City Council	

The recruitment and selection process may consist of some or all of the following:

A) Use of Consultants in the Recruitment Process
- R. F. P.
- Selection of the Consultant
- Contract and costs

B) Establish Criteria for the Positions
- Review the job descriptions
- Update as necessary
- Establish qualifications and criteria for position

C) Advertising of the Position
- Internal posting only
- Internal posting and external advertising
- Local, Provincial or National advertising
- Prepare posting/advertisement

D) Receipt and Processing of Resumes
- Resumes received by whom
- Acknowledgment of receipt
- Establish time frame for further contact

E) Long Listing of Resumes
- Establish criteria for "long list" of resumes
- Establish a long list of applicants
- Respond to all applicants regarding status of application

F) The Interview Process
- Determine the participants in the interview process.
- Establish interview questions and interview process

G) Recommend "Short List" of Candidates to City Council

H) City Council interview of "Short List Candidates"
- Determine the participants in the interview process
- Establish the interview process and conduct interviews.

SUBJECT: Guidelines for the Recruitment and Selection of Senior Staff	
File in Section: **EMPLOYMENT PRACTICES**	
Effective Date: Nov. 16, 1998	Page 3 of 4
Revision Date: August , 2011	
Approved by: City Council	

I) Selection of successful candidate by City Council
- Offer of Employment and Acceptance
- Prepare Announcement

J) Appointment by By-Law

The Selection Committee may amend this recruitment process as necessary with the approval of Council.

II Senior Staff

1. Council shall authorize the filling of a Senior Staff vacancy. City Council may approve filling such vacancy through appointment or through a selection process.

Note:
For Department Head positions, inclusive of the City Solicitor, City Clerk and Fire Chief, the approval to fill such vacancy shall be in an open City Council meeting.

2. a) If filled by appointment, the appointment is confirmed through passage of a By-law and by confirming to the employee such appointment in writing.
   b) If approved to be filled by a Selection Process, a selection committee will be formed consisting of:
      - A member of Council appointed by Council, in the case of filling a Department Head position.
      - Chief Administrative Officer or his designate
      - Commissioner of Human Resources or his designate
      - Respective Department Head in Division Head selections
      - Others as determined appropriate by the Chief Administrative Officer.

3. The Selection Committee shall carry out the recruitment and selection process which may consist of the following:

   A) Use of Consultants in the Recruitment Process
      - R. F. P.
      - Selection of the Consultant
      - Contract and costs

SUBJECT: Guidelines for the Recruitment and Selection of Senior Staff	
File in Section: **EMPLOYMENT PRACTICES**	
Effective Date: Nov. 16, 1998	Page 4 of 4
Revision Date: August , 2011	
Approved by: City Council	

B) Establish Criteria for the Positions
- Review the job descriptions
- Update as necessary
- Establish qualifications and criteria for position

C) Advertising of the Position
- Internal posting only
- Internal posting and external advertising
- Local, Provincial or National advertising
- Prepare posting/advertisement

D) Receipt and Processing of Resumes
- Resumes received by whom
- Acknowledgment of receipt
- Establish time frame for further contact

E) Short Listing of Resumes
- Establish criteria for "short list" of resumes
- Establish a short list of applicants
- Respond to all applicants regarding status of application

F) The Interview Process
- Determine the participants in the interview process
- Establish interview questions and interview process

G) 1. Department Head - Recommendation to Council
   a) CAO recommends successful candidate to Council
   b) Offer of Employment and selection
   c) Prepare Announcement

   2. Division Head - Advise Council
   a) Advise Council of candidate selected
   b) Prepare Announcement

H) Approve appointment by By-law.

The Selection Committee may amend this recruitment process as necessary with the approval of Council.

NEWS RELEASE
For Immediate Release
2014 08 13

CITY OF SAULT STE. MARIE FIRE CHIEF ANNOUNCES RETIREMENT

(Sault Ste. Marie, ON) City of Sault Ste. Marie Fire Chief Marcel Provenzano has announced that he will be retiring January 31, 2015, after 33 years with the Corporation of the City of Sault Ste. Marie.

Chief Provenzano started with the City's Fire Services on February 1, 1982 as a fourth class Firefighter and progressed through the ranks, being promoted to Captain in November 2001, Assistant Fire Chief in April 2006 and ultimately to the position of Fire Chief in June 2009.

"He will be leaving his employment after 33 years of exemplary service with the City, with the respect and gratitude of not only his fellow employees, but members of City Council and the public as well," said Chief Administrative Office Joe Fratesi.

On August 11, 2014, in Caucus and in accordance with the City's Guidelines for the Recruitment and Selection of Senior Staff, City Council agreed to the recommendation of the CAO to fill the vacancy that will be created by this retirement by way of a selection process that will involve a search both within and outside of our existing Fire Services.

Although formal authorization to start this process, including the appointment of a member of Council to the Selection Committee, will not be considered until the next regular Council meeting scheduled for September 8, 2014, initial steps for the replacement of this very important position in our community will be taken immediately.

-30-

For more information, contact:
Joe Fratesi
Chief Administrative Officer
City of Sault Ste. Marie
705-759-5347
j.fratesi@cityssm.on.ca

COUNCIL REPORT

September 8, 2014

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

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

DEPARTMENT: **Finance Department**

RE: **Tender for Parking Lot Lighting – Seniors Drop-In Centre (2014CG02T)**

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the Supply and Installation of Parking Lot Lighting at the Seniors Drop-In 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 August 26, 2014 with Councillor Paul Christian representing City Council.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with the City's Consultant for the project, MGP Architects-Engineer Inc. and Mr. Joe Cain, Manager of Culture & Recreation – CSD. Mr. Elio Principe's report concerning the tenders received is attached for your reference.

IMPACT

Funding for the project has been allocated in the 2014 Capital from Current Budget and the tendered amount is within the allocation of $61,000.00.

STRATEGIC PLAN

The Supply and Installation of Parking Lot Lighting at the Seniors Drop-In Centre is listed in the Corporate Strategic Plan as part of Objective 1C – Property Management and Development, Strategic Direction 1 – Developing Solid Infrastructure.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2014 09 08 be received and the recommendation that the tender for the Supply and Installation of Parking Lot Lighting at the Seniors Drop-In Centre be awarded to Phase IV Electrical Contractors Ltd. at their low tendered price, meeting specifications, of $41,400.00 plus HST be approved; and further that the City's Consultant MGP Architects-Engineer Inc. be authorized to provide a Letter of Intent formally authorizing Phase IV to proceed with this project. A By-law authorizing signature of a formal contract for the project will appear on a future Council Agenda should a formal contract be deemed necessary.

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

Received: August 26, 2014
File: 2014CG02T

SUMMARY OF TENDERS
PARKING LOT LIGHTING - SENIORS DROP-IN CENTRE

Firm	Total Tendered Price (H.S.T. extra)	Remarks
Permanent Electric Sault Ste. Marie, ON	$61,900.00	Meets Specifications Bid Sureties Submitted
Phase IV (Four) Electrical Contractors Ltd. Sault Ste. Marie, ON	**$41,400.00**	Meets Specifications Bid Sureties Submitted
S&T Electrical Contractors Limited Sault Ste. Marie, ON	$60,590.00	Meets Specifications Bid Sureties Submitted

Note: The low tendered price, meeting specifications, is boxed above.
The total cost to the City will be $42,128.64 including the non-refundable portion of the H.S.T.
In accordance with the City's Consultant's review of the tenders submitted, it is my recommendation that the low tendered price, meeting specifications, submitted by Phase IV (Four) Electrical Contractors Ltd. be accepted.

Tim Gowans
Manager of Purchasing

MGP ARCHITECTS • ENGINEER INC.
MEZZOMO • GRÉGOIRE • PIETRZAKOWSKI • PRINCIPE

August 27, 2014

Tim Gowans
Manager of Purchasing – Finance Department
The Corporation of the City of Sault Ste. Marie
99 Foster Drive,
Sault Ste. Marie, ON.
P6a 5X6

Re: Tender Bids for Senior's Parking Lot Lighting Upgrade 619 Bay Street

Mr. Gowans:

On behalf of the City of Sault Ste. Marie, MGP Architects Engineer facilitated a tender call to local electrical contractors to supply and install parking lot lighting at the Senior's Drop-In Centre's south parking lot located at 619 Bay Street. On August 26th 2014, The City of Sault Ste. Marie received three (3) qualified tenders for the above project from the following contractors: Permanent Electric; S&T Electrical Contractor and Phase IV Electric.

Each tender package was scrutinized to ensure all backup documentation has been provided making them a qualified bid. Upon reviewing the tenders, we recommend the City of Sault Ste. Marie award the contract to Phase IV Electrical, in the amount of $ 41,400.00 [FOURTY ONE THOUSAND FOUR HUNDRED DOLLARS] with a completion timeline of 8 weeks.

Sincerely,

Elio J. Principe, P. Eng
ASHRAE, O.P.I.A
Director/Project Engineer
MGP Architects Engineer Inc.

123 EAST STREET SAULT STE. MARIE ONTARIO P6A 3C7 (705) 942-9494 FAX (705) 942-7454
e-mail: mgp@mgp-arch-eng.ca

COUNCIL REPORT

September 8, 2014

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

AUTHOR: **W. Freiburger, Commissioner of Finance and Treasurer**

DEPARTMENT: **Finance Department**

RE: **Mayor and Council Travel Expenses – January 1 – June 30, 2014**

PURPOSE
The purpose of this report is to provide a summary of Mayor and Council travel expenses for the period January 1 to June 30, 2014.

BACKGROUND
This report is provided annually to Mayor and Council.

ANALYSIS
Travel costs are within the approved budget.

IMPACT
Not applicable.

STRATEGIC PLAN
Not applicable.

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

Resolved that the report of the Commissioner of Finance and Treasurer dated 2014 09 08 concerning Mayor and Council travel expenses for the period January 1 to June 30, 2014 be received as information.

Respectfully submitted,

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

Recommended for approval,

Joseph M. Fratesi
Chief Administrative Officer

WF/kl
attachment

The Corporation of the City of Sault Ste. Marie

Summary of Mayor and Council Travel Expenses
January 1 – June 30, 2014

Mayor

D. Amaroso	Travel – Conference	355.00	
	– Other City Business	2,135.11	2,490.11

Councillors

M. Bruni	Travel – Conference		355.00
S. Butland	Travel – Conference		355.00
P. Christian	Travel		0.00
F. Fata	Travel – Conference		355.00
J. Krmpotich	Travel		0.00
P. Mick	Travel – Conference		355.00
F. Manzo	Travel		0.00
S. Myers	Travel – Conference		355.00
R. Niro	Travel		0.00
T. Sheehan	Travel		0.00
L. Turco	Travel – Conference	355.00	
	– Other City Business	966.37	
	– Executive Meetings	895.45	2,216.82
B. Watkins	Travel		0.00

COUNCIL REPORT

September 8, 2014

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

AUTHOR: **Malcolm White, City Clerk**

DEPARTMENT: **City Clerk's Department**

RE: **Compliance Audit Committee**

PURPOSE

The purpose of this report is to appoint members of a Compliance Audit Committee under the *Municipal Elections Act*.

BACKGROUND

The mandate of the Compliance Audit Committee is:

- To consider any compliance audit applications concerning candidate campaign finances submitted by electors in the 2014 municipal election within 30 days of receipt and to decide whether they should be granted or rejected.
- If an application is granted, to appoint an auditor to conduct the compliance audit of the subject candidate's election campaign finances.
- To review the auditor's report within 10 days of receipt and decide whether legal proceedings should be commenced.
- To determine if the auditor's report indicates that there were no apparent contraventions and, if it appears there were no reasonable grounds for the application, to recover the costs of the audit from the applicant.

The following persons are not eligible to serve on the committee: members of Council, City staff and candidates running for office in the 2014 municipal election. In addition, members selected for the compliance audit committee shall agree in writing that they will not work for or provide advice to any candidate in the 2014 municipal election.

ANALYSIS

An advertisement inviting applications for the Compliance Audit Committee was posted to the City's website and published in Sault This Week on July 14, 2014 and in the Sault Star on July 19, 2014. Eight applications were received. Council

reviewed the applications in closed session on August 11, 2014 and directed that the following persons be appointed to the Compliance Audit Committee: Thomas Ambeault, Donna Irving and Alanna Kresin.

IMPACT
Where the Compliance Audit Committee grants an application for review of campaign finances, the municipality is responsible for paying the auditor's costs of performing the audit; however, these costs may be recovered from the applicant where no reasonable grounds for the application are found.

STRATEGIC PLAN
Appointment of a Compliance Audit Committee is not an activity included in the corporate Strategic Plan.

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

The relevant By-law 2014-189 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Malcolm White
City Clerk

Recommended for approval,

Joseph M. Fratesi
Chief Administrative Officer

COUNCIL REPORT

September 8, 2014

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

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

DEPARTMENT: **Community Services Department**

RE: **Veterans Commemorative Memorial – Working Committee**

PURPOSE

This report is in response to the following Council resolution which was passed on August 11, 2014:

"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."

BACKGROUND

At its August 11, 2014 meeting Council approved in principle the concept of a Veterans Commemorative Memorial. The memorial is to be erected in the John Rowswell Park adjacent to the city's waterfront and appropriate staff are to be involved in the planning, mechanics and site preparation.

ANALYSIS

The City representatives on committees are normally approved by Council. It is staff's recommendation that the following staff sit on the committee: Travis Reid, Area Coordinator of Parks, Public Works; Bill Freiburger, Commissioner of Finance; and Nick Apostle, Commissioner of Community Services. In addition, it is recommended that a member of City Council be appointed to the committee.

Councillor Butland has been involved with this project for some time and it therefore seems appropriate that he be the Council representative.

IMPACT
This section does not apply to this matter.

STRATEGIC PLAN
The Corporate Strategic Plan does not specifically address this project.

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

That the report of the Commissioner of Community Services regarding the Veterans Commemorative Memorial - Working Committee be received, and the recommendation that Councillor S. Butland; T. Reid, Area Coordinator of Parks, Public Works; W. Freiburger, Commissioner of Finance, and N. Apostle, Commissioner of Community Services be appointed to the Working Committee for the Veterans Commemorative Memorial project, be approved.

Respectfully submitted,



Nicholas J. Apostle
Commissioner Community Services

COUNCIL REPORT

September 8, 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: **ONTARIO COMMUNITY INFRASTRUCTURE FUND (OCIP) BUILD CANADA FUND – SMALL COMMUNITIES FUND (BCF-SCF) FUNDING APPLICATIONS – SECOND LINE WIDENING PHASE III AND FORT CREEK AQUEDUCT**

PURPOSE

The purpose of this report is to obtain Council's endorsement for two funding applications, one for the third phase of the widening of Second Line, east of Pine Street to Black Road, and the other for the reconstruction of the Fort Creek Aqueduct.

BACKGROUND

The Premier recently announced $100M in infrastructure funding entitled the Ontario Community Infrastructure Fund (OCIP). It is divided in half, and will be awarded as follows: $50M will be based on a formula determined using the value of the City's core infrastructure and weighted property assessment. No application is necessary and eligible recipients will receive notice of the grant amounts shortly. The second $50M will be allocated based on a full application process preceded by short listing through Expressions of Interest. The Expressions of Interest are due September 19, 2014.

The Premier also announced $544M under the Small Communities Fund portion of the Federal Build Canada Fund (BCF-SCF). It is also application based for municipalities who receive approval to apply based on Expressions of Interest. The deadline for these is also September 19, 2014.

ANALYSIS

The CAO compiled a list of potential eligible projects submitted by senior staff as follows:

- Third and final phase of the extension of Second Line widening from the bottom of the hill to Black Road ($4M)
- Continuation of the Fort Creek Aqueduct reconstruction project ($31M – or a phased in portion thereof)
- Extension of Sackville Road north to Third Line ($4M – EA complete)
- Third Line/Black Road improvements from east of Hospital entrance to McNabb Street ($16M – EA is underway)
- Replacement of Roof on Transit Building ($800,000)

The completion of the widening of Second Line and the reconstruction of the Fort Creek Aqueduct are considered to be the highest priorities of the projects eligible for this funding. Each project is outlined in more detail below.

Ontario Community Infrastructure Fund (OCIF)
Staff is recommending that our Expression of Interest for this fund be for the third and final phase of the widening of Second Line, from the bottom of the hill to Black Road. A similar application was successful last year under the Small, Rural and Northern Municipal Infrastructure Fund for phase II of this widening.

In 2013, the City was advised that the Connecting Link program had been cancelled, and we have recently been advised the Ministry of Transportation (MTO) has shelved plans to study a by-pass route. Under the Connecting Link program, for many decades, MTO provided 75% capital funding for reconstruction and resurfacing arterials designated as Connecting Links for the purposes of moving provincial traffic through the City. This is in recognition of the fact that our City cannot be by-passed, particularly given the connection to the US Interstate system located in our downtown. As Council is aware, we continue to bring this matter to the attention of the Province, and requesting that funding be reinstated or replaced, as it is a financial hardship for the City.

Staff understands that former Connecting Link capital projects are eligible under the OCIF program. A maximum of 90% of total costs can be requested, or $2M, whichever is lower.

The Engineering Division is seeking Council's endorsement to submit an Expression of Interest by the September 19th deadline to fund this project. If the Expression of Interest is approved, we would be shortlisted to complete the full application later in 2014. The predesign and environmental assessment work is complete, which ensures construction can be completed by the December 31, 2016 deadline, including the surface lift of asphalt.

Build Canada Fund – Small Communities Fund (BCF-SCF)
It is recommended that an Expression of Interest be submitted for full reconstruction, or at least a significant portion of the remaining length of the Fort Creek Aqueduct from Queen Street to John Street, and along Wellington Street

to Carmen's Way. This is a key component of our major flood control infrastructure, and is eligible under the disaster mitigation category of the fund. Council is aware that this aqueduct requires replacement over the next several years, and significant funds have already been diverted to the project – funds that would have been used for road reconstruction.

These Expressions of Interest require a resolution as worded below. Staff is confident that our asset management plan obligations under the applications will be met.

IMPACT

Second Line (OCIF): The pre-design estimate for this phase is $4M. If the application is successful, the maximum grant is $2M, leaving the City share at $2M. An allowance of $1,335,000 was included in the 2015 capital budget. Potential sources for the remaining $665,000 are the formula based OCIF funding mentioned above, and potential surpluses from the 2014 capital and urban only budgets.

Fort Creek Aqueduct (BCF-SCF): The pre-detailed budget for this project is $31M. A successful funding program would cover two-thirds of this amount, leaving the City share at $10.33M. In the 2015-2019 five year capital, $2M per year was set aside for aqueducts and bridges, totalling $10M over five years. This would be the most appropriate source of funds for the City share. The Expression of Interest may be limited to the portion of the aqueduct on John Street only, for $23M, as the latter phases of the work upstream of the John/Wellington intersection may require an environmental assessment.

If either, or both of the Expressions of Interest and subsequent applications are successful, the final recommended funding sources for the City share would be brought to Council during the 2015 budget discussions.

STRATEGIC PLAN

This is linked to Objectives 1A, Environmental Leadership, and 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 Director of Engineering dated 2014 09 08 be received and that the recommendation that Council endorse two Expressions of Interest, and if approved, the subsequent application to the Ontario Community Infrastructure Fund, and the Small Communities Fund portion of the Build Canada Fund for the third phase of the widening of Second Line and the Fort Creek Aqueduct Reconstruction respectively, be approved, and that:

- the information in the Expressions of Interest is factually accurate; and,
- the City will have, by December 31, 2014, a comprehensive asset management plan that includes all of the information and analysis described in *Building Together: Guide for Municipal Asset Management Plans;* and,
- the comprehensive asset management plan will be publicly available, including online by December 31, 2015, and,
- the OCIP project put forward in this application will be completed by December 31, 2016, and the BCF-SCF project put forward by this application will be completed by the date established in the Contribution Agreement.

Respectfully submitted,



Don Elliott, P. Eng
Director of Engineering Services
Engineering & Planning Dept.

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Dept.

COUNCIL REPORT

September 8, 2014

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

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

DEPARTMENT: **Engineering and Planning Department**

RE: **2015 Engineering Agreements**

PURPOSE

The purpose of this report is to recommend that Council authorize engineering agreements with AECOM, WSP, Kresin Engineering and STEM for their respective 2015 engineering assignments.

BACKGROUND

At the 2013 10 07 meeting, Council gave approval to enter into agreements with engineering consultants for engineering services for the 2014 Capital Road Reconstruction Program.

ANALYSIS

It is routine procedure for the Engineering Division to seek Council's approval to authorize agreements for engineering services for the approved projects in the upcoming year.

IMPACT

The impact to the budget is the engineering fee estimates for the 2015 projects:

AECOM – Reconstruction of Huron Street – Queen Street to Cathcart Street (*$227,000)*

WSP – Reconstruction of Upton Road – Queen Street to Wellington Street (*$257,500)*

Kresin Engineering – Partial Reconstruction and Resurfacing of Bay Street – Andrew Street to Pim Street (*$303,500)*

STEM Engineering – Phase 2 of the Fort Creek Aqueduct Reconstruction *($342,210)*

These amounts are within the allocations in the approved 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 and Construction Engineer dated 2014 09 08 be accepted and that Council authorize entering into agreements for engineering services with the engineering consultants listed in this report.

Bylaws 2014-192, 2014-193, 2014-194, and 2014-195 authorizing the execution of the agreements can be found elsewhere on this evening's agenda.

Respectfully submitted,

Carl Rumiel, P. Eng.
Design and Construction Engineer
Engineering & Planning Dept.

Recommended for approval,

Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Dept.

CR/bb

COUNCIL REPORT

September 8, 2014

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

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

DEPARTMENT: **Engineering and Planning Department**

RE: **Temporary Exemption By-law 80-200**

PURPOSE

The purpose of the report is to request a temporary exemption to By-law 80-200.

BACKGROUND

By-law 80-200 prohibits the use of construction equipment in quiet and residential zones on Sunday. Kresin Engineering has submitted a request for a temporary exemption, to facilitate installation of monitoring wells for the PUC Water Quality Improvement Strategy. A number of monitoring wells are being installed on City property to assess the potential to supply additional groundwater from the municipal aquifers.

The Contractor is located in Guelph, Ontario. As a result, they are working a ten day on and four day off cycle. The well installation schedule necessitates Sunday work during the ten day cycle.

ANALYSIS

The proposed monitoring well locations are as follows:

1. Glenwood Park;
2. Manitou Park, and;
3. Vacant parcel at north end of River Road.

A fourth location is currently being investigated. Information letters have been prepared by the Consultant for delivery to nearby residents.

IMPACT

There is no budget impact.

STRATEGIC PLAN
This request is not linked to the strategic plan.

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

Resolved that the report of the Land Development and Environmental Engineer dated September 8, 2014 concerning a temporary exemption to By-law 80-200 be received and the recommendation that a temporary exemption in relation to the well installation work be approved.

Respectfully submitted,

C. Taddo

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

Recommended for approval,

Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

COUNCIL REPORT

September 8, 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: **Elementa Lease Extension – September 2014**

PURPOSE

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

BACKGROUND

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

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

- On February 12, 2007, City Council passed a resolution which extended the term of the Lease for a period of 365 days from the commencement date of operation as defined in the Certificate of Approval of the Ministry of the Environment;

- On February 9, 2009, City Council authorized a Lease Extension Agreement and passed a resolution, extending the Lease for a term of six months beyond the allowable operating period of the Certificate of Approval, and further authorizing a 30 day grace period;

- On February 22, 2010, Council approved a Lease Extension Agreement under By-law 2010-37, in accordance with the resolution of February 9, 2009;

- On October 24, 2011, Council passed a Resolution approving an extension of the lease for a fourteen month period, from February 22, 2012, to April 22, 2013, and;

- On April 22, 2013, Council passed a Resolution and approved a lease extension until October 21, 2013.

- On January 20, 2014, Council passed a Resolution and approved a lease extension until April 1, 2014.

- On March 24, 2014, Council passed a Resolution and approved a lease extension until April 30, 2014.

- On April 28, 2014, Council passed a Resolution and approved a lease extension until May 30, 2014.

- On June 9, 2014, Council passed a resolution and approved a lease extension until June 30, 2014.

- On July 14, 2014, Council passed a resolution and approved a lease extension until August 31, 2014.

Currently, Elementa is finalizing arrangements to remove the equipment from the site. Additional time is necessary to complete the outstanding requirements. A further lease extension is required to September 30, 2014.

ANALYSIS

Elementa Group Inc. requires an additional amendment to the Lease at the landfill. It is recommended that any proposed extension to the Lease Agreement from September 1, 2014 to September 30, 2014 be subject to the following conditions:

- Elementa Group Inc. agrees that there will be no requests for future expansion of the pilot plant, or development of a smaller scale commercial facility at the landfill;

- Elementa Group Inc. agrees to remove the equipment in accordance with the terms of the original Lease by September 30, 2014;

- Elementa Group Inc. ensures that the building and its contents remain insured;

- Elementa Group Inc. ensures that an updated WSIB Certificate is submitted to the City prior to attending the site;

- Elementa Group Inc. ensures that the building is regularly inspected;

- Elementa Group Inc. ensures that either the building remains heated, or that the building services are properly winterized, as may be required;

- Elementa Group Inc. remains responsible for all utility bills for the remainder of the lease, or until such time as the building and accounts are officially transferred back to the City, subsequent to the removal of the existing equipment;

- Elementa Group Inc. facilitates a final walk-through with City staff prior to transfer of the building, and;

- Elementa Group Inc. agrees, if the equipment and stack are not removed by September 30, 2014, or if any utility bills are outstanding for the leased site, or if insurance does not remain in place, PWT will be authorized to remove the equipment/stack from the site at the expense of Elementa Group Inc.

IMPACT
There is no impact to the budget.

STRATEGIC PLAN
The Elementa Group Inc. Lease Agreement is not linked to the Strategic Plan.

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

Be it resolved that the report of Land Development and Environmental Engineer concerning the Elementa Group Inc. lease extension be received, and a lease extension for the period of September 1, 2014 to September 30, 2014 be approved, subject to the conditions stated in the report.

Respectfully submitted,

C. Taddo

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

Recommended for approval,

Jerry Dolcetti, RPP
Commissioner
Engineering and Planning Dept.

c: Nuala Kenny, City Solicitor, Legal Department
Susan Hamilton Beach, P. Eng., Deputy Commissioner,
Public Works & Transportation

COUNCIL REPORT

September 8, 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 (if applicable)
Not applicable.

IMPACT
Not applicable.

STRATEGIC PLAN
Not applicable.

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

Resolved that the report of the Assistant City Solicitor dated 2014 09 08 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,

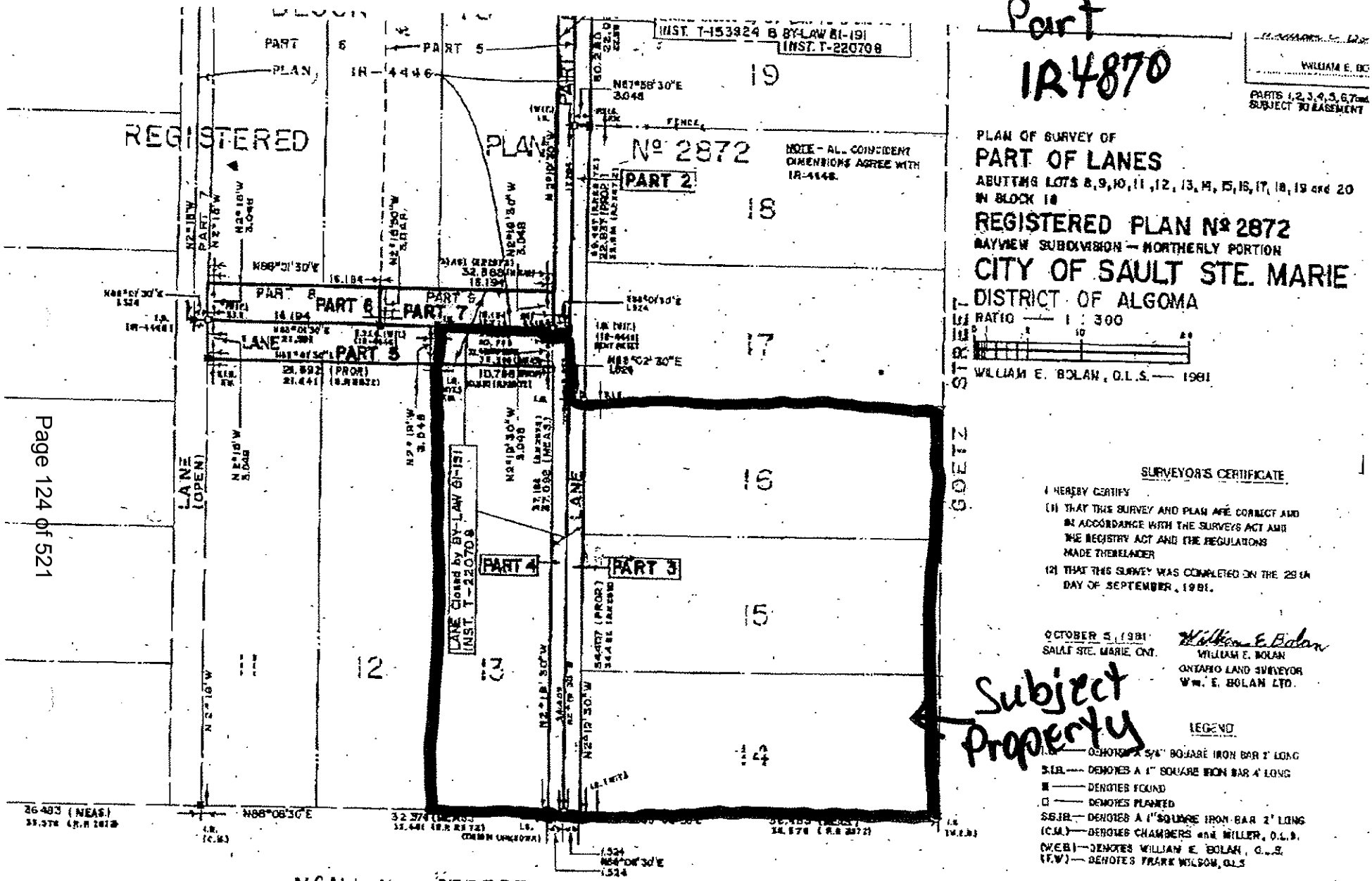
Melanie Borowicz-Sibenik
Assistant City Solicitor

Recommended for approval,

Nuala Kenny
City Solicitor

MBS/da

LEGAL\STAFF\COUNCIL REPORTS\2014\BAYVIEW SUBDIVISION DEEMING.DOCX


Part
IR4870
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
SCALE RATIO — 1 : 300
WILLIAM E. BOLAN, O.L.S. — 1981
REGISTERED PLAN Nº 2872
PART 1
PART 2
PART 3
PART 4
PART 5
PART 6
PART 7
PART 8
LANE (OPEN)
LANE
LANE Closed by BY-LAW 81-191 (INST. T-220708)
GOETZ STREET
McALLAN STREET
(Formerly Known as WELLINGTON AVENUE)
INST. T-153924 & BY-LAW 81-191
INST. T-220708
PLAN IR-4446
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
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
P — 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.
LS-3426

COUNCIL REPORT

September 8, 2014

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

AUTHOR: **Melanie Borowicz-Sibenik, Assistant City Solicitor**

DEPARTMENT: **Legal Department**

RE: **Sale of Part of 135 Northern Avenue (southwest corner Northern Avenue and Grand Boulevard)**

PURPOSE

The purpose of this report is to recommend to Council the acceptance of an offer to purchase City Property known as Part of 135 Northern Avenue (the "Subject Property") from 1188004 Ontario Inc., the owner of the property abutting 135 Northern Avenue, subject to easements to be retained by the City over 135 Northern Avenue.

ATTACHMENTS

Attached as Schedule "A" is a drawing of the Subject Property. Attached as Schedule "B" is a copy of the Agreement of Purchase and Sale between 1188004 Ontario Inc. as Purchaser and The Corporation of the City of Sault Ste. Marie as Vendor, dated August 19, 2014 (the "Purchase Agreement").

BACKGROUND

The Subject Property was declared surplus to the needs of the City by Council Resolution dated November 21, 2011. A Notice was placed on the City Webpage as well as in the Sault Star advising that the Subject Property was declared surplus and would be sold to the abutting land owner. Pursuant to By-law 2013-3 dated January 7, 2013, City Council authorized the sale of the Subject Property to the abutting property owner at that time. The City Property was appraised by J E Luzzi Appraisal Services for $29,800.00. The offer from the previous abutting property owner was for $12,500.00. This transaction however did not proceed at the request of that owner.

The City received the Purchase Agreement from 1188004 Ontario Inc. on August 19, 2014. The Purchase Agreement contains the same terms and conditions as the offer made by the previous owner.

ANALYSIS
The request to purchase the Subject Property was again circulated to relevant City Staff for comment. The City Planning Department had no objections to the sale of the Subject Property, provided that the Subject Property be deemed subject to Site Plan Control. The City Engineering Department responded that easements from PUC and Union Gas were required, which easements have been registered. The requested easements in favour of the City for drainage and sanitary sewer will be reserved to the City on the transfer of this property. No further comments on the circulation were received.

IMPACT
Disposal of the Subject Property is consistent with the City's plan to dispose of surplus property. There would also be a tax benefit to the City.

STRATEGIC PLAN
Not applicable.

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

It is recommended that the offer received from 1188004 Ontario Inc. in the amount of Twelve Thousand, Five Hundred ($12,500.00) Dollars plus HST be accepted. By-law 2014-191, which appears elsewhere on the agenda, authorizes the sale of surplus property being Part of 135 Northern Avenue (located on the southwest corner of Northern Avenue and Grand Boulevard) to 1188004 Ontario Inc. and is recommended for approval.

Respectfully submitted,

Melanie Borowicz-Sibenik
Assistant City Solicitor

Recommended for approval,

Nuala Kenny
City Solicitor

MBS/da
attachments

LEGAL\STAFF\COUNCIL REPORTS\2014\SALE TO 118800 ONTARIO INC. - PART 135 NORTHERN AVENUE PR1.58.DOCX

R.P. No. H-475

54-0093

Oct. 25/12
DATE

F.E. Wall

DATE :

REPRESENTA
LAND TITLES

Schedule "A"

Northern

Part Plan 1R12257

RN AVENUE

THE TOWNSHIPS OF TARENTORUS AND ST. MARY'S)

P.I.N. 31559--0057

415.736

SSIB (GONE)

PART 3
1R--1687

PART 1

CP

24.384
N87°44'E

SSIB

B

N32°16'W
10.973

SSIB

2.134

N2°25'45"W

LOT 11

LOT 10

LOT 9

REGISTERED PLAN H-4

PART 1

27.226
N14°41'55"E

1R--10404

31554--0093

P.I.N. 3

554--0066

1R--1687

PART 2
1R--1687

P.I.N.

SSIB

66.607

68.741

Part of Lot 9 Township

33.528
N19°47'40"E

PART 1

1R--

21.35

PART 3

1R--

N87°47'40"E
9.144

IB
(1476)

CORNER OF LOT 1
PLAN No. 51145

71.392

IB
(1043)

IB
(EMM)

C

SSIB

Concession 4
of St. Mary's

P.I.N. 31554--0095

LOT 12

LOT 13

REGISTERED PLAN H-

PART 1
1R--9253

PART 2 -- 1R--1750
P.I.N. 31554--0072

N2°14'20"W

PART 6 --

P.I.N. 31554--0095

GRANDVILLE

Crescent

Schedule "B"

AGREEMENT OF PURCHASE AND SALE
(FOR USE IN THE PROVINCE OF ONTARIO)

1188004 ONTARIO INC. ("Purchaser") agrees to purchase from THE CORPORATION OF THE CITY OF SAULT STE. MARIE ("Vendor") the following land:

SGS on behalf of the Purchase

Civic address: 135 Northern Avenue, Ontario and legally described as ("Property").
PT PIN 31554-0093 PT LT 6 CON 4 TWP ST. MARY'S AND PT LT 11 PT LT 11 PL H475 being PT 1 1R12257
PURCHASE PRICE: TWELVE THOUSAND FIVE HUNDRED DOLLARS (CDN$12,500.00)

DEPOSIT: NO DEPOSIT

The Purchaser agrees to pay the balance of the purchase price, subject to adjustments, in cash or by certified cheque, to the Vendor on the completion of this transaction.

CONDITIONS:

SGS on behalf of the Purchaser

The Purchaser agrees that the Property will be subject to a Site Plan Control agreement acceptable to the Vendor acting reasonably. This condition shall survive closing of this transaction.

The Purchaser agrees that the Property will only be used for parking and landscaping and that buildings will not be permitted on the Property without the future consent of the Vendor. This condition shall survive closing of this transaction. with the transfer of the Property into the name of the Purchaser

SGS on behalf of Purchaser

The Purchaser agrees that the following easements shall be required, ~~to be granted by the Vendor prior to the transfer of the Property into the name of the Purchaser, being:~~

(a) Easement in favour of the Public Utilities Commission ("PUC"); and

(b) Easement in favour of the Vendor for sanitary sewer services; and

(c) Easement in favour of the Vendor for drainage.

SCHEDULE(S).....attached hereto form(s) part of this Agreement.

1. CHATTELS INCLUDED - N/A

2. FIXTURES EXCLUDED. – N/A

3. RENTAL ITEMS: The following equipment is rented and not included in the Purchase Price. The Purchaser agrees to assume the rental contract(s), if assumable: N/A

4. IRREVOCABILITY: This Offer shall be irrevocable by the Vendor until 5:00 p.m. on September 12, 2014, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest.

5. COMPLETION DATE: This Agreement shall be completed on September 30, 2014, or such other date as agreed to by the Vendor and the Purchaser. Upon completion, vacant possession of the property shall be given to the Purchaser unless otherwise provided for in this Agreement.

6. NOTICES: Vendor hereby appoints his Solicitor as Agent for the purpose of giving and receiving notices pursuant to this Agreement. Any notice relating hereto or provided for herein shall be in writing. This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the address for service provided herein or, where a fax/email number is provided herein, when transmitted electronically to that fax/email.

   a. Vendor – Fax 705-759-5405, E-mail: n.kenny@cityssm.on.ca, m.borowiczsibenik@cityssm.on.ca
   b. Purchaser – Fax 705-949-2465, E-mail: eacion@wishartlaw.com, sshoemaker@wishartlaw.com

7. HST: If this transaction is subject to Harmonized Sales Tax (H.S.T.), then such tax shall be included in the Purchase Price. If this transaction is not subject to H.S.T., Vendor agrees to provide on or before closing a certificate to that effect.

8. TITLE SEARCH: Purchaser shall be allowed until 5:00 p.m., on September 19, 2014, (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (I) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use "vacant land" may be lawfully continued. Vendor hereby consents to the municipality or other governmental agencies releasing to Purchaser details of all outstanding work orders affecting the property, and Vendor agrees to execute and deliver such further authorizations in this regard as Purchaser may reasonably require.

9. FUTURE USE: Vendor and Purchaser agree that there is no representation or warranty of any kind that the future intended use of the property by Purchaser is or will be lawful except as may be specifically provided for in this Agreement.

10. TITLE: Provided that the title to the property is good and free from all registered restrictions, charges, liens and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the property. If within the specified time referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Vendor or his Solicitor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objecting going to the root of title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the property.

11. DOCUMENTS AND DISCHARGE: Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Vendor. If requested by Purchaser, Vendor will deliver any sketch or survey of the property within Vendor's control to Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Purchaser on completion, is not available in registrable form on completion, Purchaser agrees to accept Vendor's Solicitor's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

12. INSPECTION: Purchaser acknowledges having had the opportunity to inspect the property prior to submitting this Offer and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Purchaser and Vendor.

13. INSURANCE: All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Vendor. Pending completion, Vendor shall hold all

insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Vendor is taking back a Charge/Mortgage, or Purchaser is assuming a Charge/Mortgage, Purchaser shall supply Vendor with reasonable evidence of adequate insurance to protect Vendor's or other mortgagee's interest on completion.

14. PLANNING ACT: **This Agreement shall be effective to create an interest in the property only if Vendor complies with the provisions of the Planning Act by completion and Vendor covenants to proceed diligently at his expense to obtain any necessary consent by completion.**

15. DOCUMENT PREPARATION: The Transfer/Deed shall, save for the Affidavit of Residence and Consideration, be prepared in registrable form at the expense of Vendor, and any Charge/Mortgage to be given back by the Purchaser to Vendor at the expense of the Purchaser. If requested by Purchaser, Vendor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.

16. RESIDENCY: Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for Purchaser to pay to the Minister of National Revenue to satisfy Purchaser's liability in respect of tax payable by Vendor under the non-residency provisions of the Income Tax Act by reason of this sale. Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that the Vendor is not then a non-resident of Canada.

17. ADJUSTMENTS: Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Purchaser.

18. TIME LIMITS: Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and Purchaser or by their respective Solicitors who may be specifically authorized in that regard.

19. TENDER: Any tender of documents or money hereunder may be made upon Vendor or Purchaser or their respective Solicitors on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.

20. FAMILY LAW ACT: Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Vendor's spouse has executed the consent hereinafter provided.

~~21. UFFI: Vendor represents and warrants to Purchaser that during the time Vendor has owned the property, Vendor has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Vendor's knowledge and belief no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.~~

22. CONSUMER REPORT: The Purchaser is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.

23. AGENCY: Unless otherwise specified in the Declaration of Representation, it is understood that all brokers (if any) involved in this transaction are working for the Vendor. Purchaser is

at liberty to see representation from a broker under separate contract or receive customer service from the Vendor's broker.

24. AGREEMENT IN WRITING: If there is conflict between any provision written or typed in this Agreement (including any Schedule attached hereto) and any provision in the printed portion hereof, the written or typed provision shall supersede the printed provision to the extent of such conflict. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

25. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

26. ACKNOWLEDGEMENT: The parties hereto acknowledge having received a signed copy of the accepted Agreement of Purchase and Sale.

The Vendor and Purchaser agree that the signatures and/or initials on this Agreement or its acceptance, rejection or modification, can be transmitted by FAX, or similar electronic transmission, and that communication by such means will be legal and binding on all parties.

DATED at City of Sault Ste. Marie in the Province of Ontario, August 19 , 2014

SIGNED, SEALED AND DELIVERED, in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

Witness
Name: Matthew Shoemaker

Purchaser
Name: Tony Porco
I have the authority to bind the corporation

We, the Vendors, agree to the above Offer.

DATED at City of Sault Ste. Marie in the Province of Ontario, this day of . 2014.

SIGNED, SEALED AND DELIVERED, in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

Witness
Name:

Purchaser
Name:
I have the authority to bind the corporation

Solicitor for Vendor:
Nuala Kenny
City Solicitor
Level IV – Civic Centre
Foster Drive, P.O. Box 580
Sault Ste. Marie, ON P6A 5N1
Telephone: (705) 759-5400
Fax: (705) 759-5405
E-mail: n.kenny@cityssm.on.ca

Solicitor for Purchaser:
Wishart Law Firm LLP
390 Bay Street
Sault Ste. Marie, Ontario P6A 1X2
Phone 705-949-6700
Fax: 705-949-2465
E-mail: gacton@wishartlaw.com
E-mail: sshoemaker@wishartlaw.com

COUNCIL REPORT

September 8, 2014

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

AUTHOR: **Melanie Borowicz-Sibenik, Assistant City Solicitor**

DEPARTMENT: **Legal Department**

RE: **Property Declared Surplus Wemyss Street**

PURPOSE

The purpose of this report is to recommend to Council that the property located to the north of Wemyss Street, abutting 22 Wemyss and legally described as PT 17 PL 1R5366 (Part of PIN 31545-0435), Sault Ste. Marie be declared surplus and be offered for sale by the City in accordance with the City's new policy for the disposition of land.

ATTACHMENT

Attached as Schedule "A" is a drawing of the property, with the property shown as "Subject Property". The Subject Property is a small piece of land between 22 Wemyss Street and the public thoroughfare known as Wemyss Street.

BACKGROUND

The City was contacted in June of this year by the solicitor representing the registered owners of 22 Wemyss Street in relation to a real estate transaction. Given the ownership and location of the Subject Property, the solicitor noted that there is no access to 22 Wemyss Street from Wemyss Street. The solicitor initially requested that the City dedicate and assume the Subject Property. This request was circulated to relevant City Staff. The City's Public Works and Transportation Department responded that the City does not need the right-of-way widened at this location and therefore a dedication would not be required. The City's Engineering Department recommended that the Subject Property be transferred back to 22 Wemyss Street.

The solicitor acting for the current owners of 22 Wemyss Street has now contacted the City with a request to purchase the Subject Property. The request was circulated to various City departments for comment.

All departments, including Engineering and Planning, Department of Public Works and Transportation and the Sault Ste. Marie Region Conservation Authority advised that they had no issues or comments in declaring the Subject Property surplus and made available for sale to the registered owners of 22 Wemyss Street.

ANALYSIS
If Council declares the Subject Property surplus the property will be advertised once in the Sault Star and also appear on the City web page.

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

STRATEGIC PLAN
Not applicable.

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

Resolved that By-law 2014-197 being a by-law to declare the City owned property legally described as PT 17 PL 1R5366 (Part of PIN 31545-0435); Sault Ste. Marie as surplus to the City's needs and to authorize the disposition of the said property to the registered owners of 22 Wemyss Street and notice of same to be placed in the Sault Star be passed in open Council this 8th day of September, 2014.

Respectfully submitted,

Melanie Borowicz-Sibenik
Assistant City Solicitor

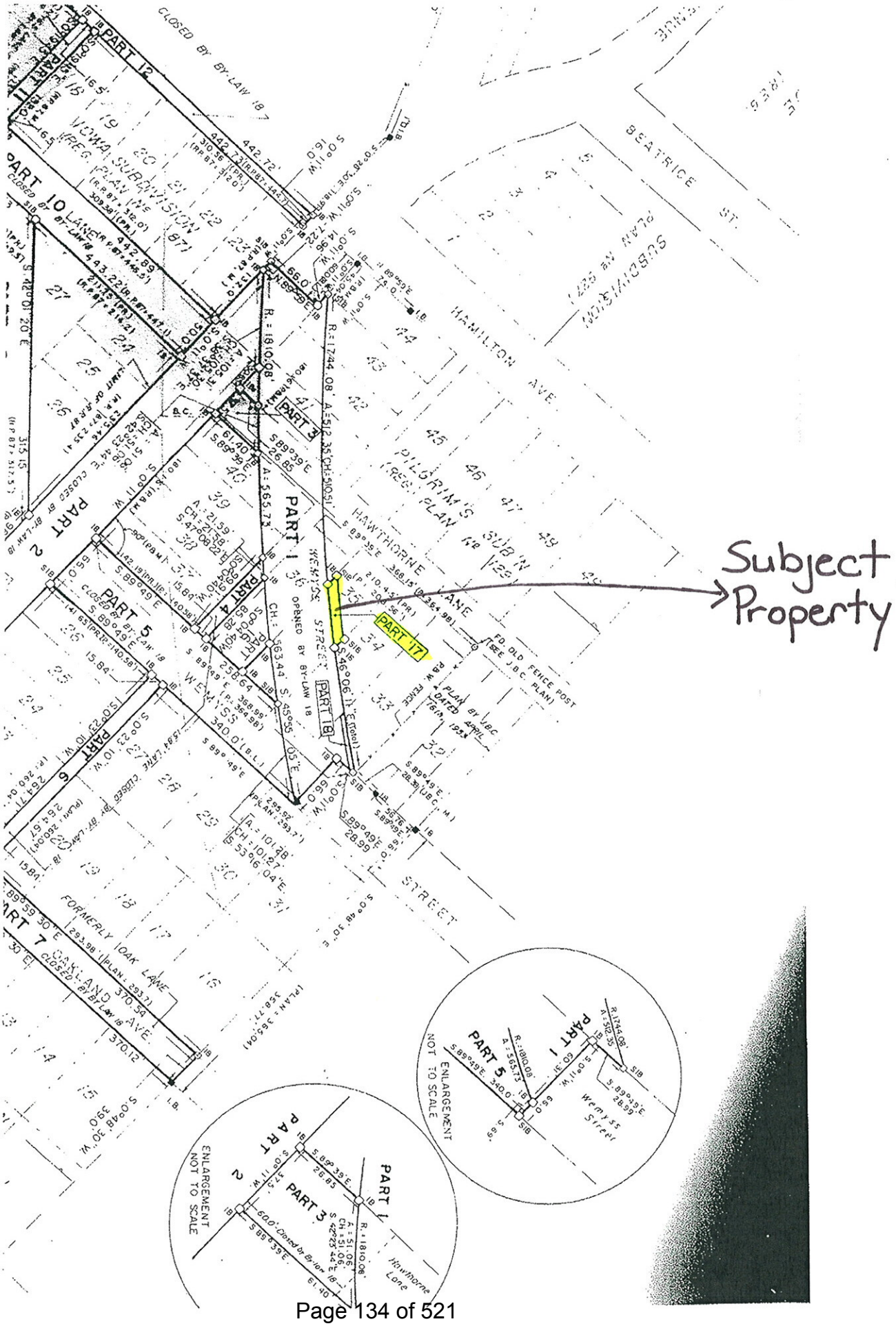
Recommended for approval,

Nuala Kenny
City Solicitor

MBS/cf
Attachment

staff/Council Reports/2014/Map 18 Wemyss St surplus sept8.14

Part of Plan 1R5366



COUNCIL REPORT

September 8, 2014

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

AUTHOR: **Matthew Caputo, Solicitor/Prosecutor**

DEPARTMENT: **Legal Department**

RE: **Licence to Occupy City Property Agreement for the Greyhound Season Opener Party of September 26, 2014**

PURPOSE

The purpose of this report is to request Council's approval of a Licence to Occupy City Property Agreement (the "Licence Agreement") between the City, the Downtown Association ("Downtown") and Stephen Alexander operating as Loplop Lounge & Gallery ("Loplops"), collectively referred to as the "Licencees", to permit the programming described below to take place on a portion of Queen Street East on September 26, 2014 for the Greyhound Season Opener Party.

BACKGROUND

The Licencees contacted the City Legal Department to request permission to hold a Greyhound Season Opener Party (the "Event") on Queen Street East from Bruce Street to Dennis Street (the "City Property"). The Event will consist of three Pop-Up Patios each twenty (20') feet by twenty (20') feet, one or two food trucks, and sporting/hockey programming by Soo Source for Sports on the City Property (the "Programming"). The Pop-Up Patios will be surrounded by an outside perimeter, forming the Licensed Area. Loplops will operate the Pop-Up Patios and serve alcohol during the Event.

The set-up for the Event will take place between the hours of 3:30 p.m. and 8:00 p.m. with the Event itself taking place between the hours of 5:00 p.m. and 7:00 p.m. on September 26, 2014. Clean up and removal of the Event from the City Property will be completed by 8:00 p.m. on September 26, 2014.

ANALYSIS

The Event requires a Licence Agreement for insurance purposes and to confirm the agreement between the parties. The Licence Agreement confirms that the Licencees have permission to set up the structures referenced previously and conduct the Programming, at their sole cost, expense and liability at the locations

identified in Schedule “A” to the Licence Agreement. The Licence Agreement confirms the times for the Event, including set up and clean-up.

The Licence Agreement further contains indemnification clauses such that the Licencees shall be responsible for any costs, expenses and liabilities that in any way result from the Event. The Licence Agreement requires the Licencees to each maintain insurance. Furthermore, the Licence Agreement contains a provision that permits the City and/or Emergency Personnel to access any portion of Queen Street East that is required.

The Licence Agreement further confirms that Loplops has full responsibility to ensure that it has met the liquor licence requirements to provide and serve alcohol at the Pop-Up Patio. Loplops is presently awaiting AGCO’s approval for same. The Licence Agreement requires Loplops to provide written confirmation from AGCO that it has approved the Pop-Up Patio portion of the Event by noon on September 24, 2014, failing which the Licence Agreement as it pertains to the Pop-Up Patio portion of the Event shall be terminated.

IMPACT
There is no significant financial impact associated with this matter.

STRATEGIC PLAN
No impact on strategic plan.

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

By-law 2014-198 authorizing the execution of the Licence to Occupy City Property Agreement appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

Matthew Caputo
Solicitor/Prosecutor
MC/da

Recommended for approval,

Nuala Kenny
City Solicitor

LEGAL\STAFF\COUNCIL REPORTS\2014\AGREEMENT LICENCE GREYHOUND SEASON OPENER PARTY SEPTEMBER 26, 2014 AG114.DOCX

COUNCIL REPORT

September 8, 2014

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

AUTHOR: **Matthew Caputo, Solicitor/Prosecutor**

DEPARTMENT: **Legal Department**

RE: **Algoma Conservatory of Music, Licence of Occupation of City Property**

PURPOSE

The purpose of this report is to seek Council's approval for a Licence to Occupy City Property Agreement (the "Licence Agreement") between the City, the Algoma Conservatory of Music, 2319839 Ontario Inc., and Riversedge Developments Inc. (the "Licencees") to permit an accessibility ramp to be placed on the Huron Street Boulevard in front of the Licencee's property (the "City Property").

BACKGROUND

The Algoma Conservatory of Music entered into an agreement with 2319839 Ontario Inc. and Riversedge Developments Inc. for the purchase of a portion of the land located at 75 Huron Street within the City of Sault Ste. Marie. The purchase agreement grants exclusive possession of a portion of the Licencee's property to the Algoma Conservatory of Music commencing on August 1, 2014. The Algoma Conservatory of Music is currently occupying said property.

An accessibility ramp is required for the Algoma Conservatory of Music to ensure that its students with accessibility issues are accommodated. As a result, they have contacted the City to request a Licence of Occupation for a portion of the boulevard in front of their property to permit them to build an accessibility ramp on the City Property.

ANALYSIS

The Legal Department circulated this request to relevant City departments for comment. The agreement includes clauses to permit the City or a utility company to remove the ramp should access to the land beneath it be required. Further, since the building on the Licencee's property is a Municipal Heritage building, the agreement contains clauses to ensure that no improvements or

alterations are made to the property that would in any way affect the Municipal Heritage building, including but not limited to, restricting any attachment of the ramp to the building.

The term of the Licence Agreement is for one (1) year commencing on September 8, 2014 and terminating on September 7, 2015. The Licence Agreement can be terminated by the City or the Licencee by giving three (3) months' notice to the other party.

The Licence Agreement only permits the Licencee to construct the ramp on a portion of the City's boulevard at a defined location and restricts any other use of the City Property.

IMPACT
Not applicable.

STRATEGIC PLAN
Not applicable.

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

By-law 2014-188, which appears elsewhere on the agenda, authorizes the City to enter into the Licence Agreement between the City and the Licencees, and is recommended for approval.

Respectfully submitted,

Matthew Caputo
Solicitor/Prosecutor

Recommended for approval,

Nuala Kenny
City Solicitor

MC/cf

staff/Council Reports/2014/Algoma Conservatory Licence sept8.14

COUNCIL REPORT

September 8, 2014

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

AUTHOR: **Matthew Caputo, Solicitor/Prosecutor**

DEPARTMENT: **Legal Department**

RE: **Accessible Taxi Cab Amendments**

PURPOSE

The purpose of this report is to amend Taxi By-law 2011-161 with regards to accessible taxi vehicles.

ATTACHMENT

The resolution recommending the amendments which was presented before the Sault Ste. Marie Police Services Board on April 24, 2014 is attached hereto.

BACKGROUND

On April 24, 2014, the Sault Ste. Marie Police Services Board passed a resolution approving amendments to the Taxi By-law 2011-161. The recommendations include changing the fee schedule for wheelchair accessible vehicles to a flat fee of Thirty ($30.00) Dollars for all one-way trips within the City and to allow wheelchair accessible vehicles to transport all disabled persons and not just those restricted to wheelchairs.

ANALYSIS

The previous fares required for wheelchair accessible vehicles were very cumbersome for those needing accessible transportation. In order to simplify this service, a flat fee has been recommended by the Police Services Board.

Further, wheelchair accessible vehicles were previously permitted to pick up individuals who were restricted to wheelchairs only and their companions. By permitting these wheelchair accessible vehicles to pick up and transport all persons with a disability and their companions, it opens up this service to a larger portion of the community.

IMPACT

Not applicable.

STRATEGIC PLAN
The proposed amendments are consistent with the Corporate Value of working together to provide inclusive and accessible services.

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

By-law 2014-183, which appears elsewhere on the agenda, amends the Taxi By-law 2011-161, and is recommended for approval.

Respectfully submitted,

Matthew Caputo
Solicitor/Prosecutor

Recommended for approval,

Nuala Kenny
City Solicitor

MC/da
Attachment

LEGAL\STAFF\COUNCIL REPORTS\2014\TAXI BY-LAW AMENDMENT P2.4.DOCX

SAULT STE. MARIE POLICE SERVICE

580 Second Line East
Sault Ste. Marie, Ontario P6B 4K1

ROBERT A. KEETCH
Chief of Police

BOB KATES
Deputy Chief of Police

EMERGENCY DIAL 9-1-1
TELEPHONE (705) 949-6300

EXECUTIVE FAX (705) 949-3082
OPERATIONS FAX (705) 759-7820

August 8, 2014

Ms. Nuala Kenny
City Solicitor, Legal Department
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5X6

Dear Ms. Kenny:

Re: Amendment to Taxi By-Law #2011-161

At a meeting of the Police Services Board on April 24, 2014, the following motion was approved:

MOVED BY: P. Mick
SECONDED BY: J. Greco

The Board APPROVED amending Tariff "D" (fee schedule) to a flat fee of $30.00 one-way for trips within the city by wheelchair accessible vehicles and amending section 12.13 to allow wheelchair accessible vehicles to transport all disabled persons and not just those restricted to wheelchairs. CARRIED.

As you are aware, Tariff "D" in the taxi by-law made the calculation of fares very cumbersome for those needing accessible transportation. Copies of Tariff "D" and section 12.13 as they appear now are attached and I would ask that you prepare a new municipal by-law to amend #2011-161 and have it approved at an upcoming Council meeting so that we meet the requirements of the Municipal Act and put these changes into effect. (A similar amendment was done in January 1, 2012 under By-law #2011-200.) I have also attached for your information a copy of Chief R. Davies' report to the Police Services Board and the internal correspondence prepared by Constable H. Jin, Planning & Research on this matter.

Thank you for your assistance.

Yours truly,

Robert A. Keetch
Chief of Police
RAK:ah

Attachments

cc: Constable H. Jin, Planning & Research

Committed to Excellence in our Community

COUNCIL REPORT

September 8, 2014

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

AUTHOR: **Steve Turco, MCIP, RPP, Planner**

DEPARTMENT: **Engineering and Planning Department**

RE: **Downtown Community Improvement Plan – FedNor Funding Agreement**

PURPOSE

The purpose of this report is to request a by-law, authorizing the execution of the FedNor Contribution Agreement towards the City's Downtown Community Improvement Plan (DCIP) initiative. By-law 2014-190, authorizing the agreement is found elsewhere on the agenda.

BACKGROUND

As part of the City's DCIP initiative, a funding application was submitted to FedNor in support of a number of implementation measures. On July 28, 2014 a funding announcement was made, indicating that the City was successful in receiving $839,500. This funding is in addition to $875,500 received from NOHFC. The total implementation budget for the Downtown development initiative is $2,650,000, of which, approximately $600,000 will come from the private sector through matching grant programs.

ANALYSIS

The funding approved by FedNor will go towards a streetscape improvement program for Gore Street and, budget depending, a street furniture upgrade for parts of Queen Street. In addition, the FedNor funding will contribute to a number of streetscape design strategies that will bolster the planned reconstruction of Huron Street and Bay Street. Project administration fees will also be covered by FedNor's funding contribution.

IMPACT

As part of the City's approval of the DCIP, Council provided $300,000 towards this initiative. This funding was instrumental in leveraging a total of $1,715,000 from senior levels of government. It is also anticipated that this funding will serve as a catalyst for significant private sector investment in the Downtown.

STRATEGIC PLAN
The revitalization of the Downtown area is identified in the City of Sault Ste. Marie Corporate Strategic Plan under Strategic Direction 1: Developing Solid Infrastructure, Objective 1-C Property Management and Development.

RECOMMENDATION
Resolved that the report of the Planning Division, dated 2014 09 08, concerning the Downtown Community Improvement Plan – FedNor Funding Agreement, be accepted and:

1. That Council approve By-law 2014-190, authorizing the execution of the FedNor Contribution Agreement.

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

Industry Canada
FedNor
2 Queen Street East
Sault Ste. Marie, Ontario
P6A 1Y3
Tel.: 705 941-2014
1 877 333-6673
Fax: 705 941-2085
Web site: ic.gc.ca/FedNor

Industrie Canada
FedNor
2, rue Queen est
Sault Ste. Marie (Ontario)
P6A 1Y3
Tel.: 705 941-2014
1 877 333-6673
Téléc.: 705 941-2085
Site web: ic.gc.ca/FedNor

Protected B

Project Number: 851-806283

THIS AGREEMENT made as of: AUG 1 4 2014

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Industry
(the "Minister")

– AND –

The Corporation of the City of Sault Ste. Marie
(the "Recipient")

WHEREAS in response to an application from the Recipient received December 6, 2013, the Minister has agreed to provide a non-repayable Contribution to the Recipient (the Minister and the Recipient collectively referred to as the Parties and individually as a Party) under the Northern Ontario Development Program for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

1.0 The Agreement

1.1 a) The following Annexes form part of this Agreement:

Annex 1 – The Project – Statement of Work
Annex 2 – Costing Memorandum
Annex 3 – Recipient representation documents per section 8.0

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Minister.

c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.

d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

1.2 Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work
Annex 2 – Costing Memorandum

1.3 Headings

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

1.4 Date of Acceptance

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Minister (the "Date of Acceptance").

1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

a) the Completion Date; or

b) upon the date on which all amounts due by the Recipient to the Minister under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

a) Section 4 – Total Canadian Government Funding

b) Section 7 – Monitoring and Audit

c) Section 8 – Representations

d) Section 11 – Indemnification and Limitation of Liability

e) Section 12 – Default and Remedies

f) Section 13 – General

2.0 The Project

2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before July 28, 2014 (the "Commencement Date") and is completed on or before August 1, 2017 (the "Completion Date").

2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Minister.

3.0 The Contribution

3.1 The Minister will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

a) 57.897% of the incurred Eligible & Supported Costs of $1,450,000 of the Project outlined in Annex 1, and

b) $839,500.

3.2 The Minister shall not normally contribute to any Eligible and Supported Costs incurred prior to December 6, 2013 or later than the Completion Date.

The Minister shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

3.3 Notwithstanding 3.2 the Minister may, at his or her sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.

3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.

3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

3.6 Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Minister shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.

4.0 Total Canadian Government Funding

a) The Recipient hereby confirms that for the purposes of this Project, the following additional sources of Canadian government funding including without limitation, federal, provincial, municipal or local government assistance has been requested or received:

Northern Ontario Heritage Fund Corp.	$875,500
The Corporation of the City of Sault Ste. Marie	$300,000

b) The Recipient shall promptly inform the Minister in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.

c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

5.0 Intellectual Property

5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

5.2 Copyright

All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be "Canada Information". The Minister shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he or she may, from time to time, determine.

6.0 Claims and Payments

6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Minister. Each claim will include the following information:
   i) a list of Eligible and Supported Costs incurred;
   ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
   iii) any other documentation in support of the claim as may be required by the Minister.

b) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.

c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Minister shall pay to the Recipient the Minister's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the Minister's customary payment practices.

d) The Minister may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.

e) The Minister may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

6.2 Final Claim Procedures

a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Minister in scope and detail:

i) a final statement of total Project costs;
ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
iii) a Final Activity Report on the Project;
iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.

b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Minister no later than six (6) months after the Completion Date or early Termination Date of the Project. The Minister shall have no obligation to pay any claims submitted after that date.

6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Minister may in his or her absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as he or she deems appropriate.

6.4 Holdback

Notwithstanding any other provision of this Agreement, the Minister may, at the Minister's sole discretion, withhold up to 10% of the Contribution amount until:

a) the Project is completed to the satisfaction of the Minister;

b) the Final Report has been submitted to the satisfaction of the Minister;

c) audits, where required by the Minister have been completed to the satisfaction of the Minister; and

d) the Minister has approved the final claim described in subsection 6.2.

6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty the Queen in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Minister promptly and in any case no later than 30 days from the date of the Minister's demand for payment, the amount of the

Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Minister.

6.6 Sharing Ratios

If the Minister makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

7.0 Monitoring and Audit

7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.

7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Minister to assess the progress of the Project (e.g. work completed to date). Upon request of the Minister and at no cost to him, the Recipient will promptly elaborate upon any report submitted.

7.3 The Minister may request that the Recipient submit to him a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Minister.

7.4 The Recipient shall provide to the Minister a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.

7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:

a) keep, maintain, preserve and make available for audit and examination by the Minister's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Minister to conduct such independent audits and evaluations as the Minister in his or her discretion may require;

b) permit any authorized representatives of the Minister reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and

c) supply promptly, on request, such information in respect of the Project and its results as the Minister may require for purposes of this Agreement and for statistical purposes.

7.6 The Minister shall have the right, at his or her own expense, and as and when he or she determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Minister under the provisions of this Agreement.

7.7 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Department of Industry officials, an independent auditing firm, and the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and

b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

8.0 Representations

The Recipient represents and warrants that:

a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement. A certified copy of the Charter for this organization together with a certified copy of the Resolution and/or by-laws authorizing this transaction is attached to this Agreement as Annex 3;

b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;

c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;

d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;

e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
   i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
   ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
   iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.

f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and

g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

9.0 Announcements, Events and other Communications Activities

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Minister in the form of a news release and/or media event. The Minister shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from Industry Canada), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

10.0 Official Languages

10.1 The Recipient may carry out the Project in the official language of the Recipient's choice.

11.0 Indemnification and Limitation of Liability

11.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Minister, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Minister, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.

11.2 The Recipient shall at all times indemnify and save harmless the Minister, his or her officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:

a) the Project, its operation, conduct or any other aspect thereof;

b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or

c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Minister in the performance of his or her duties.

11.3 The Minister shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

11.4 The Minister, his or her agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

12.0 Default and Remedies

12.1 Events of Default

The following constitute events of default:

a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;

b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;

c) in the opinion of the Minister, the Recipient ceases to operate or has sold all or substantially all its assets;

d) the Recipient has submitted incomplete, false or misleading information to the Minister, or makes a false representation in this Agreement or any document relating to the Contribution;

e) in the opinion of the Minister, there is a material adverse change in risk;

f) in the opinion of the Minister, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or

g) in the opinion of the Minister, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Minister, are beyond the control of the Recipient.

12.2 Notice and Rectification Period

The Minister may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Minister's opinion, constitutes an event of default under subsection 12.1. Except in the circumstances described in subsections (a) and (b) of section 12.1, the Minister may, in his or her discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Minister may in his or her sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Minister that it has taken the necessary steps to correct the condition, failing which the Minister may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Minister may decide.

12.3 Remedies

If the Minister declares that an event of default has occurred, the Minister may immediately exercise any one or more of the following remedies:

a) terminate any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;

b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;

c) require the Recipient to repay forthwith to the Minister all or part of the Contribution which amount shall constitute a debt due to Her Majesty; and

d) exercise any other remedy available to the Minister at law.

13.0 General

13.1 Canadian Goods and Services

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

13.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars ($25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. FedNor may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.

13.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty the Queen in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard when making any claim under this Agreement.

13.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties.

13.5 Notwithstanding subsection 13.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (Her Majesty the Queen in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.

13.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.

13.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the Interpretation Act R.S., c. I-23, as amended from time to time.

13.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the Commercial Arbitration Act (Canada), and all regulations made pursuant to that Act.

13.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.

13.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada 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.

13.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.

13.12 It has not directly or indirectly promised or offered to any official or employee of the Minister, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.

13.13 The Recipient represents and warrants that:

a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the Lobbying Act, as amended from time to time;

b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the Lobbying Act;

c) at all relevant times it has been, is and will continue to remain in compliance with the Lobbying Act;

d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and

e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of Her Majesty the Queen in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Minister may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

14.0 Notice

14.1 Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

14.2 Any notice or correspondence to the Minister shall be addressed to:

Industry Canada/FedNor
2 Queen Street East
Sault Ste. Marie ON P6A 1Y3

Attention: Ms. Lisa McHugh
120 - Community Competitiveness - Implementation (Capital)
Northern Ontario Development Program

or to such other address as may be designated by the Minister in writing.

14.3 Any notice or correspondence to the Recipient shall be addressed to:

Mr. Joe Fratesi
Chief Administrative Officer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive, 5th Floor
Sault Ste. Marie ON P6A 5X6

14.4 Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.

Project Number: 851-806283

IN WITNESS WHEREOF the Parties hereto have executed this Agreement

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Industry

Per:
Name: Aime J. Dimatteo
Title: Director General, FedNor
Date: AUG 1 4 2014

RECIPIENT

Per:
Name:
Title:
Date:

Per:
Name:
Title:
Date:

I/we have authority to bind The Corporation of the City of Sault Ste. Marie

Annex 1

THE PROJECT - STATEMENT OF WORK

Recipient: The Corporation of the City of Sault Ste. Marie

Project Number: 851-806283

I. PROJECT SCOPE

i) Description:
Improve, diversify and revitalize the downtown core in an effort to attract and retain private sector investment, as well as enhance the visitor experience.

ii) Project Location:
Sault Ste. Marie

iii) Dates:
a) Commencement Date - July 28, 2014
b) Completion Date - August 1, 2017

iv) Key Workplan Activities, Timelines and Milestones:
Key project activities will include:
- retaining a project manager;
- streetscape planning and design; and
- infrastructure and streetscape improvements, including approximately 1,500m2 along Gore Street. The sidewalks would be replaced and upgraded along Gore Street between Queen and Wellington (approximately 300m), and new paving stones, landscape treatments, curbs, sitting areas and lighting fixtures would be installed. The second streetscape element includes upgrading street furniture along Queen Street and physical improvements, such as new paving stones. In both areas, a common streetscape furniture scheme would be implemented, including benches, garbage receptacles, tables, and chairs.

v) Performance Measures and Tracking Plan:
Expected outcomes of this investment include:
- 20 new or expanded businesses in the downtown;
- 45 full-time equivalent jobs associated with new/expanded businesses;
- 90 full-time equivalent construction jobs associated with building and capital work improvements;
- over $10 million in new private sector investments;
- increased tax assessment and revenue for the municipality and the province;

- a diversified mix of business services and employment opportunities;
- an improved built environment, with upgraded infrastructure and an improved public realm; and
- an encouraged high standard of urban design to ensure consistent and high quality development along the city's waterfront and throughout the downtown.

vi) Project Costs and Financing:

Project Costs:		Financing:	
Eligible Costs		FedNor	$839,500
- Supported	$1,450,000	Other Federal	$0
- Not Supported	$1,200,000	Provincial	$875,500
Ineligible Costs	$0	Municipal	$300,000
		Financial Institution	$0
		Recipient	$0
		Other	$635,000
Total	$2,650,000		$2,650,000

	Supported	Not Supported	Total
Eligible Costs:			
Streetscape Planning and Design	$50,000		$50,000
Infrastructure and Streetscape Improvements	$1,250,000		$1,250,000
Project Management	$150,000		$150,000
Private Sector Assistance Grants		$1,200,000	$1,200,000
TOTAL ELIGIBLE COSTS	$1,450,000	$1,200,000	$2,650,000
Ineligible Costs			
			$0
TOTAL INELIGIBLE COSTS			$0
TOTAL PROJECT COSTS			$2,650,000

* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

vii) Official Languages Obligations:
For greater certainty, Section 10.0 includes:

The Recipient may carry out the Project in the official language of the Recipient's choice.

II. PROJECT FUNDING CONDITIONS

i) Variance of any of the Eligible Supported Costs
Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Minister.

ii) Pre-disbursement Conditions
Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:

a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Minister.

III. REPORTING REQUIREMENTS

The Recipient shall submit reports, in a form satisfactory to the Minister, on the following schedule:

i) Progress Reports for payment;

ii) A Final Activity Report by the Final Claims Reporting Date;

iii) Performance Reports, including:
   a) an Annual Results Report for projects lasting longer than 18 months and which have forecasted job or business outcomes. Completed reports are to be submitted no later than March 31 each year;
   b) a Final Results Report at project end on results achieved between the project start and end date;
   c) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and

d) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.

Annex 2

COSTING MEMORANDUM
120 - Community Competitiveness - Implementation (Capital)

1.0 General Conditions

1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Minister,

a) directly related to the Project;

b) reasonable;

c) appear in the "The Project-Statement of Work";

d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and

e) incurred between December 6, 2013 and the Completion Date.

1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between December 6, 2013 and the Completion Date.

1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Minister related to the Recipient, shall be valued at the cost which, in the opinion of the Minister, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.

1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Minister access to such books, accounts and records.

2.0 Eligible Costs

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

2.2 Audit of Project Costs

If expressly approved in writing by the Minister, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Minister is advised to ensure that the costs for these services are eligible. The Minister may not contribute to the cost of goods or services that are not, in the opinion of the Minister, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time off in lieu of payment is not eligible. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.

Annex 3

(Insert a copy of the Recipient representation documents per section 8.0)

COUNCIL REPORT

September 8, 2014

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

AUTHOR: **Donald B. McConnell, MCIP, RPP**

DEPARTMENT: **Engineering and Planning Department**

RE: **Telecommunications Towers–Public Consultation Policy**

PURPOSE

The purpose of this report is to recommend policy and procedures concerning public consultation for proposed locations of new telecommunications towers. This is an update to a previous report.

BACKGROUND

At the October 9, 2012 meeting, City Council received a report from staff concerning an interim policy on public consultation for new telecommunications towers. At the time it was noted that the Federation of Canadian Municipalities (FCM) was working on a guideline for public consultation and the siting of new telecommunications towers. City Council decided to continue with their current practice but to consider revisions when the FCM recommendations were known.

ANALYSIS

New telecommunications facilities are approved by Spectrum Management and Telecommunications, a Federal agency which is part of Industry Canada. In addition to the Federation of Canadian Municipalities guideline, new Industry Canada requirements for locating radio communication and broadcasting antenna systems came into effect on July 15, 2014.

All telecommunications facilities are exempt from zoning or other municipal approval. However Spectrum Management requires consultation with both the appropriate land-use authority and the general public. Proponents must follow the land-use consultation process for the siting of antenna systems established by the local land-use authority where one exists.

Both Industry Canada and the FCM guidelines strongly encourage pre-consultation between the telecommunication companies and the municipality. Locally, the City's experience has been that all telecommunication companies

working in this area contact staff to discuss potential sites prior to beginning the approvals process. This pre-consultation has proven to be very useful to all parties and should be continued.

Industry Canada exempts proposed towers which are less than 15 m in height or where the height of an existing antenna is increased by less than 25%. New antennas on buildings are also excluded provided that the increase in the overall height of the structure is 25% or less.

For proposed towers of more than 15 m, Industry Canada requires a notice to the property owners located within a radius of three times the tower height, as measured from the base of the tower. On larger properties, this may result in no direct notice to the abutting properties. Newspaper notice is only required where the proposed tower will be more than 30 m in height.

Currently, the City requires that the public consultation notification requirements follow the regulations established for other development approvals such as zoning or new plans of subdivision for all proposed towers of 15 m or more in height. This involves the placement of an ad in the local newspaper and a mailed notice to the property owners within 120 m of the proposed tower property. This notice must be mailed not less than 21 days in advance of a public open house and include basic information on the proposal.

If no neighbourhood objections or concerns are received following the public open house, the City's Planning Director provides a letter of concurrence to the proponent indicating that the City has no objections to the proposed tower.

Where neighbourhood concerns are received, a letter is not provided unless these issues are resolved. While this approach requires greater public consultation than the Industry Canada standard, it has been well received by the telecommunication companies and provides a better opportunity for public comment.

Staff is recommending that this procedure be continued with the addition that the Ward Councillors be notified of any public meetings for proposed towers within their respective wards. If the Ward Councillors or staff believe there are significant issues that require City Council's attention, Planning staff will prepare a report for City Council's consideration.

Generally Industry Canada does not consider health concerns, property values or aesthetics when making a decision. However the telecommunication companies will work to try and find locations that are acceptable to the community.

City staff has strongly encouraged co-location on existing structures whenever possible. Where this is not possible, staff has encouraged that new towers be placed in rural, commercial, industrial or other non-residential areas. Unfortunately, with the increased demand for mobile services; additional towers

will be required throughout the community including residential areas. In each case, staff will work with the telecommunications companies to maximize the distance from abutting residences and minimize visual impacts through tower design and buffering.

IMPACT
Given that there is considerable City staff time associated with the public consultation and approval process, a $500 application fee for new telecommunication towers is recommended.

Telecommunications towers are subject to municipal property taxes. There are no direct capital or maintenance costs to the municipality.

STRATEGIC PLAN
While not specifically identified in the City's Strategic Plan, telecommunications towers are an integral part of Strategic Direction 1: Developing Solid Infrastructure.

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

Resolved that the report of the Planning Director dated 2014 09 08 be received and that the recommendation to continue the existing public consultation policy for new telecommunications towers be approved subject to notification of the Ward Councillors of any public meetings for proposed towers within their respective wards and the introduction of a $500 application fee.

Recommended for approval,

Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,

Jerry Dolcetti, RPP
Commissioner Engineering & Planning

DBM:ps

COUNCIL REPORT

September 8, 2014

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

AUTHOR: **Don Maki, CBO, Building Division**

DEPARTMENT: **Engineering and Planning Department**

RE: **Proposed Demolition of 201 John Street**

PURPOSE

This report requests Council's approval to partially demolish the 2-storey portion of the presently vacant retail apartment building at 201 John Street at a cost of up to $45,000.

BACKGROUND

On April 7, 2014 we received a call concerning the bricks falling off the south side of the building at 201 John Street. Subsequent to our inspection we issued an order to remove the unsafe bricks immediately and hire a professional engineer to review the entire roof structure for structural integrity. The removal of the bricks was for immediate action under the power of an emergency order. This work was carried out under the direction of our division and this matter was resolved when the bricks were removed.

The second unsafe order also required immediate action. As the owner did not comply with this order, our Division hired a professional engineer to do a review of the structural integrity. This inspection was done May 27, 2014. The report recommended stages of action, the first of which was to restrict access to the unsafe building – this was completed immediately. The second recommendation was to shore up the unsafe roof and wall structure and thirdly to replace the entire roof structure by snowfall. There has been no progress on any of this required work. There have been numerous contacts with the owner with no progress in resolving the unsafe condition of the building.

ANALYSIS

STEM engineering has determined that the building in its present condition is unsafe (see attached report). If no action to repair the structure is undertaken prior to winter, the building may fail and collapse onto the street. Given the fact that no action has been taken by the owner to resolve this matter, it would be

best for the City to proceed with the removal of this unsafe structure under the Property Standards Bylaw and Building Code Act.

IMPACT
The costs associated with the demolition can be recovered through taxes. There should be no financial impact to the City.

STRATEGIC PLAN
This is not an applicable strategic plan direction but rather an enforcement issue related to the Building Code Act.

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

Resolved that the report of the Chief Building Official dated 2014 09 08 be received and that the recommendation to obtain quotes to demolish the unsafe portion of the building located at 201 John Street, at a cost of up to $45,000 plus HST, be approved. All costs associated with this action will be added to the taxes of the subject property.

Respectfully submitted,

Don W. Maki, CBCO
Chief Building Official

Recommended for approval,

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning

Attach.

Principal Authority
Corporation of the City of Sault Ste. Marie
Building Division, Level 5, 99 Foster Drive
Sault Ste. Marie, ON P6A 5X6
(705) 759-5410

BF-15

Unsafe Order

Pursuant to Subsection 15.9 – (4) of the *Building Code Act, 1992*

Date Order issued: April 7th, 2014 **File No.**: 8793

Address to which Order applies:	**Tracking/Application/Permit Number**
201 John Street, Sault Ste. Marie, ON P6A 1P4	2014-0192

Order issued to:

Name	*Address*
1. Christopher Dennis Hansen	645 Albert Street West, Sault Ste. Marie ON P6A 1C7

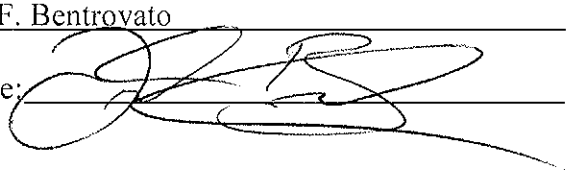
The inspection on or about April 7th, 2014 at the above-referenced address found that building poses an **immediate** danger to the health and safety of persons or is structurally or faulty for the purpose its being used for.

You are hereby ordered to correct the contraventions itemized below immediately.

Item:	*Reference*	*Description and Location*	*Required action and compliance date*
1	15.9	A large portion of brick veneer located on the South side of the building at the above noted address has fallen off and there is evident signs that other portions of the brick veneer wall are about to fall off.	Owner must remove all brick veneer from the South side of the building and repair any damage made to the building by the brick veneer that has fallen off. The owner must then clad this wall with approved exterior cladding. Owner must ensure that all required Building Permits are obtained prior to commencing any work.
2	15.9	The advertising sign located above the principle entry to the old confectionary store is pulling away from the building and is in danger of falling off.	Owner must remove this sign from its location.
3	15.9	There is clear evidence of structural failure of the building roof and walls assemblies.	The owner must obtain the services of a Professional Structural Engineer licenced to practice in the province of Ontario to review the entire building for structural stability and recommend remedial action to repair all defects. The owner must then obtain the required Building Permits in order to undertake the remedial work. OR The owner must demolish the entire building with all materials brought to the City landfill. A Demolition Permit is required to be obtained prior to work commencing.

Order issued by:

Name: F. Bentrovato BCIN 21762

Signature:  Telephone no. 705-759-2750

Note:

- It is illegal to obstruct the visibility of a posted Order. It is also illegal to remove a posted Order unless authorized by an inspector or Chief Building Official
  (Building Code Act, 1992 s.20).
- An Order may be appealed to the Superior Court of Justice within 20 days of being posted.
  (Building Code Act 1992 S.25).
- Failure to comply with an Order is an offence, which could result in a fine.
  (Building Code Act, 1992 s.13).
- No construction affected by this Order is to be covered until inspected and approved.
  (Building Code Act, 1992 s.13).
- Failure to comply to this order could result in the Chief Building Official prohibiting occupancy and/or undertaking repairs or demolition at your expense
  (Building Code Act, 1992, s. 15. – 9 – (6).

Corporation of the City of Sault Ste. Marie
Building Division, Level 5, 99 Foster Drive
Sault Ste. Marie, ON P6A 5X6
(705) 759-5410

Emergency Order

Pursuant to Subsection 15 (10) of the Building Code Act, 1992

Date Order issued: April 7th, 2014 **File No.**: 8793

Address to which Order applies:	**Application/Permit Number**
201 John Street, Sault Ste. Marie, ON P6A 1P4	2014-0192

Order issued to:

Name	*Address*
1. Christopher Dennis Hansen	645 Albert Street West, Sault Ste. Marie ON P6A 1C7

The inspection on or about April 7th, 2014 at the above-referenced address found the following contraventions(s) of the *Building Code Act, 1992* or the Building Code pose an immediate danger to the Health and Safety of any person.

You are hereby ordered to correct the contraventions itemized below **immediately**.

Item:	***Reference***	***Description and Location***	***Required action and compliance date***
1	15.10	A large portion of brick veneer located on the South side of the building at the above noted address has fallen off and there is evident signs that other portions of the brick veneer wall are about to fall off.	Owner must remove all brick veneer from the South side of the building and repair any damage made to the building by the brick veneer that has fallen off. The owner must then clad this wall with approved exterior cladding. Owner must ensure that all required Building Permits are obtained prior to commencing any work.

Order issued by:

Name: Don W. Maki BCIN 13614

Signature: Telephone no. 705-759-5399

Note:

- It is illegal to obstruct the visibility of a posted Order. It is also illegal to remove a posted Order unless authorized by an inspector or Registered Code Agency.
  (Building Code Act, 1992 s.20)
- An Order may be appealed to the Superior Court of Justice within 20 days of being posted.
  (Building Code Act, 1992 s.25).
- It may also be appealed to the Building Code Commission concerning the sufficiency of compliance with the technical requirements of the Building Code.
  (Building Code Act, 1992 s.24).
- Failure to comply with this Order could result in the Chief Building Official taking measures to terminate the danger.
  (Building Code Act 1992 s.15.10)).
- Failure to comply with an Order is an offence, which could result in a fine.
  (Building Code Act, 1992 s 36).
- No construction affected by this Order is to be covered until inspected and approved.
  (Building Code Act, 1992 s.13)).

STEM ENGINEERING GROUP

875 Queen Street East, Ste. 2
Sault Ste. Marie, Ontario
P6A 2B3 Canada

p.705.942.6628
f. 705.942.7515

www.stemeng.ca
mail@stemeng.ca

May 29, 2014 Project # 14117

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

Attention: Don Maki, CBO

Subject: 201 John Street

We visited the subject building on Tuesday, May 27, 2014 to determine its structural condition and to provide the City with recommended next steps to ensure protection of public safety.

The building consisted of an original two storey structure and a couple of single storey additions to the west. The original two storey structure was the subject of this review. It was of wood frame construction with flat roof, brick veneer, and was supported on a rubble stone basement (Photo 1).

It is our understanding the current owner had commenced with interior renovations without applying for a building permit. This work included removal of a majority of interior walls, some of which were load bearing supporting the roof structure. Snow accumulations apparently reached a point this last winter whereby the compromised roof structure could not support the load, resulting in partial collapse of the roof.

At the time of our visit the western end of the two storey roof had partially collapsed (photos 3 & 4). This resulted in failure of the roof membrane and the subsequent infiltration of water into the building. Also, the brick veneer on the south wall had been removed prior to our visit by the City after investigating a complaint from the adjacent neighbour of falling bricks (photo 2). The north and south exterior walls were observed to be pulled in due to the roof collapse. This movement had caused the brick instability in the south wall. Though there did not appear to be loose brick on the north wall at the time of our visit, the wall movement may have caused some loosening of this veneer.

It should be noted that the galvanized nail ties used to connect the brick to the wood frame structure were in good condition. They have not experienced deterioration from corrosion as is common in buildings of this vintage.

Review of the overall building structure revealed numerous structural inadequacies in both the original wood frame construction and as a result of the recent demolition work. Though structurally deficient in many areas, the building as a whole was in a stable condition beyond the immediate area of the collapse.

The damaged roof must be immediately shored up and waterproofed to prevent further wall movement during strong winds and deterioration of interior wood framing from the wet

conditions. Further, the sidewalk adjacent to the north wall should be immediately barricaded until the wall is laterally supported and the bricks inspected for stability.

The building must then be reinforced to meet the structural requirements of the Ontario Building Code. This work must be done before the onset of winter conditions. The building cannot go through winter in an unheated state due to the potential frost heave damage that could occur from the soil freezing below the foundations.

The building owner must also be made aware that since much of the existing framing is not covered by Part 9 of the Ontario Building Code (i.e. balloon framing) the reinforcing will have to be designed by a structural engineer.

We trust this is adequate for your consideration at this time. Should you have any questions please do not hesitate to contact our office.

Randy Beltramin, P.Eng.





Photo 1: View of building from north east corner.

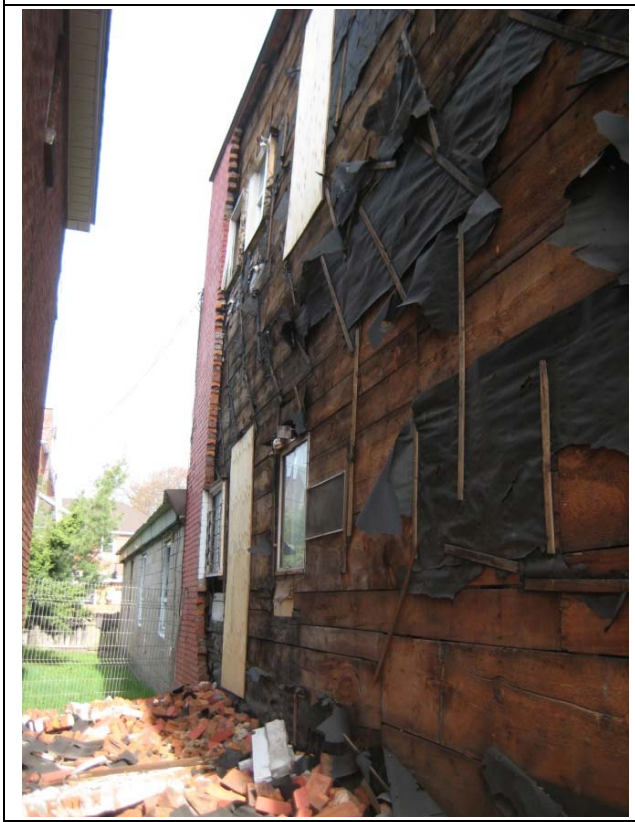


Photo 2: Brick removed from south wall of two storey portion of building.



Photo 3: Collapsed roof beyond interior support beam.

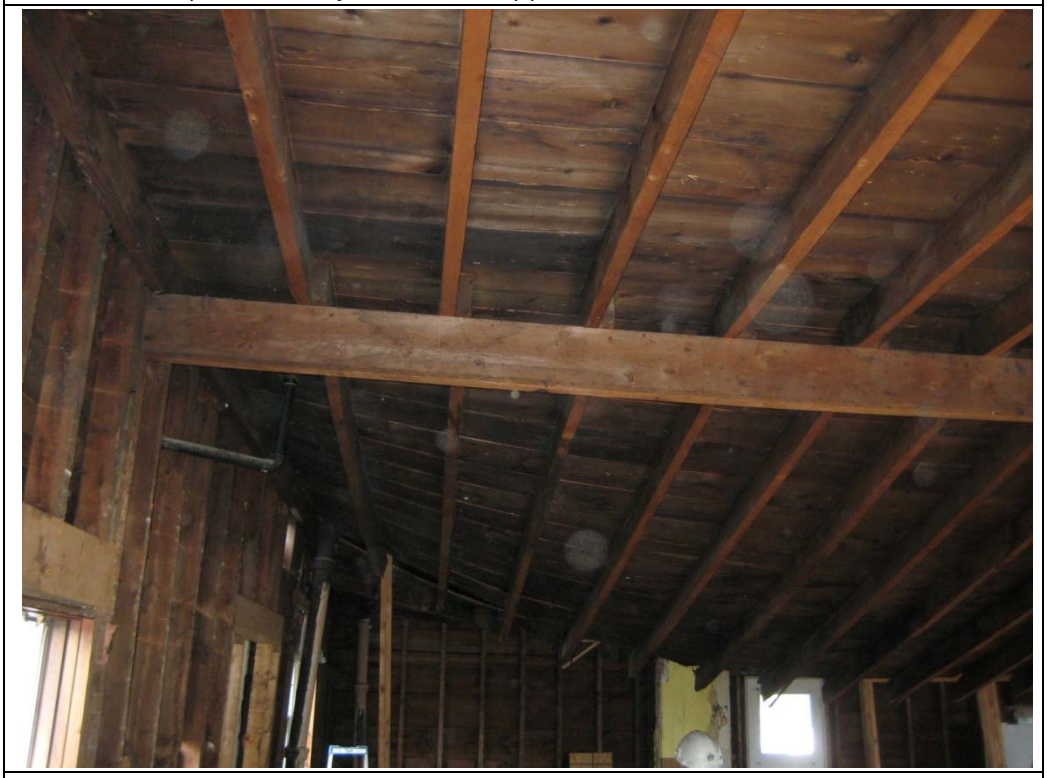


Photo 4: Collapsed roof beyond interior support beam.

STATEMENT OF QUALIFICATIONS AND LIMITATIONS

This report has been prepared by STEM Engineering Group Inc. (STEM) and is intended solely for the Client named.

The material contained in the report:

- reflects our best judgment in light of the information reviewed by STEM at the time of preparation
- represent STEM's professional judgment in light of these Limitations and industry standards for the preparation of similar reports
- may be based on information provided to STEM which has not been independently verified
- shall not be used to express or imply warranties as to the fitness of the property for a particular purpose, unless otherwise agreed in writing by STEM
- is not a certification of compliance with past or present regulations
- must be read in its entirety and sections thereof should not be read out of such context
- has not been updated since the date of issuance of the report and its accuracy is limited to the time period and circumstances in which it was collected, processed, made or issued

Unless expressly stated to the contrary in the report:

- This assessment does not wholly eliminate uncertainty regarding the potential for existing or future costs, hazards or losses in connection with a property
- No physical or destructive testing, no intrusive exploration, and no design calculations have been performed unless specifically recorded
- Conditions existing but not recorded were not apparent given the level of study undertaken; further investigation can be performed on items of concern if so required
- Any time frame given for deterioration represents an educated guess based on apparent condition. Failure of the item, or the optimum repair/replacement process, may vary from our estimate
- Responsibility for detection of or advice about pollutants, contaminants or hazardous material is not included in our mandate
- Any use which a third party makes of this report, or any reliance on or decisions to be made based on it, are the responsibility of such third parties.

We accept no responsibility for any decisions made or actions taken as a result of this report unless we are specifically advised of and participate in such action, in which case our responsibility will be as agreed to at that time. Any user of this report specifically denies any right to claims against the Consultant, Sub-Consultants, their officers, agents and employees in excess of the fee paid for professional services

This Statement of Qualifications and Limitations is attached to and forms part of the report.

Jerry D. Dolcetti, RPP
Commissioner

Don Maki, CBCO
Chief Building Official

ENGINEERING & PLANNING
DEPARTMENT

Building Division

2014 06 03

File No. 8793

Mr. Christopher Dennis Hansen
10 ELLIS ROAD, RR2
GOULAIS RIVER, ON P0S 1E0

Dear Mr. Hansen:

Re: Unsafe Building
Civic No. 201 John Street

Please be advised that we have received the engineering report with regard to the above noted unsafe building. As you know, on April 7, 2014 we issued an Order with regard to the structural integrity of the building. There were three items directing action immediately. The first two items have been rectified and are now in compliance. The third item, the structural failure of the roof and exterior walls remains outstanding.

Since the order directed you to undertake this action immediately and there has been no resolution on your part, the City did undertake to hire an engineer to review the structure. The report is contained herein. The directive of the report is to immediately barricade the sidewalk adjacent the north wall of the building along Cathcart Street. The second requirement was to immediately shore up the roof and make the building watertight. The third requirement was to undertake all other structural repairs to ensure that the expected loads during the winter will be adequately supported. This must be done before there is any accumulation of snow on the structure.

In order to undertake the work required in the latter two items in this report, you will need to engage a qualified designer that would have the structural design capability to ensure that the loads from the roof, walls and floor are adequately supported. Plans for any repair must be submitted prior to issuance of permits.

Our order was for immediate action. I see no reason why the barricading of the sidewalk to proper standards can't be looked after immediately. As for the shoring and water proofing of the roof, this should be completed by no later than **August 15, 2014.**

The last item was for all necessary structural repairs. This should be completed no later than **October 30, 2014** before any snow accumulation as noted above.

The Corporation of the City of Sault Ste. Marie
P.O. Box 580 ~ 99 Foster Drive ~ Sault Ste. Marie, ON P6A 5N1
Telephone: (705) 759-5399 ~ Fax: (705) 541-7165
www.cityssm.on.ca ~ d.maki@cityssm.on.ca

I trust Mr. Hansen, you will extend your full cooperation in this matter. Please be advised that because the original order is past due, the city can undertake whatever work they deem necessary to eliminate the danger. This could include the demolition of the complete structure to the foundation.

Respectfully,

Don W. Maki, CBCO
Chief Building Official

DWM/ds

c.c. Jerry Dolcetti, Commissioner Engineering & Planning
Frank Bentrovato, Building Inspector

COUNCIL REPORT

September 8, 2014

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

AUTHOR: **Steve Turco, MCIP, RPP, Planner**

DEPARTMENT: **Engineering and Planning Department**

RE: **Downtown Community Improvement Plan – Tax Increment Grant – 969 Queen Street East**

PURPOSE

This report recommends that a residential condominium proposal for the former Plummer Hospital site be considered for a municipal tax increment rebate under the City's Downtown Community Improvement Plan. The planned condominium proposal will create 40 new high density residential units in the Downtown.

BACKGROUND

This past February, City Council approved a Downtown Community Improvement Plan under Section 28 of the Planning Act and Section 365.1 of the Municipal Act. This legislation allows municipalities to provide property tax assistance for qualified projects.

The Downtown CIP has been designed to increase the area's inventory of higher density residential development to provide an increased market base for Downtown businesses and services. As well, the development of higher density residential is important to provide for a range of housing types to match a wider range of residents' needs. The 2014 Provincial Policy Statement (PPS) also encourages municipalities to support opportunities for intensification.

A Tax Increment Grant (TIG) is generally delivered as a "pay as you go" grant - meaning the owner is responsible for the up-front remediation and redevelopment costs. Each eligible year, the owner must pay the property taxes in full. Grants are equal to a percentage of the municipal tax increase on a declining rate basis for a maximum 5 year period.

When an approved project is complete, a grant will be paid annually by the City to the eligible applicant following the full payment of property taxes. A minimum investment of $500,000, and which will result in an increase in municipal assessment, will be required to be eligible for the tax grant.

ANALYSIS

Under the DCIP, two tax incentive zones are in effect: one targeting the Gore Street and west section of Queen Street East, and a second targeting the remainder of the Downtown. The incentive for each zone is outlined in the table below:

Time Period	Gore Street, west Queen Street East area.	Remainder of Downtown
Year 1	**100%**	**100%**
Year 2	**100%**	75**%**
Year 3	**100%**	50%
Year 4	**100%**	25%
Year 5	**100%**	

Given the location, the proposed development would be eligible for tax rebates on a declining basis over a four-year period (100%, 75%, 50%, and 25%). The intent of the proponent is to assign the tax rebate to future purchasers.

The proposal seeks to convert the former Plummer Hospital site into a residential condominium development. In addition to adding higher density residential development to the Downtown, the proposal also remediates an under-utilized building with historic value (the Plummer Hospital was first developed on this site in 1920). The development also serves as a catalyst for the revitalization of the entire former Sault Area Hospital site.

The proposal seeks to create 40 residential condominium units. The development will include an underground parking garage for a number of the units, a social room, workout and spa area, as well as an outdoor landscaped terrace. In addition, there will be significant upgrades to the façade of the building, maintaining several of the historic elements, but incorporating a number of modern upgrades to the exterior. A number of renderings and floor plans are attached to this report for Council's review. It is expected that the project will be completed by October 2015.

IMPACT
There is no direct cost to the municipality associated with this approval, aside from the deferral of taxes during the first four years after completion. The city will benefit from the increased assessment in future years.

STRATEGIC PLAN
The revitalization of the Downtown area is identified in the City of Sault Ste. Marie Corporate Strategic Plan under Strategic Direction 1: Developing Solid Infrastructure, Objective 1-C Property Management and Development.

RECOMMENDATION
Resolved that the report of the Planning Division, dated 2014 09 08, concerning the Downtown Community Improvement Plan – Tax Increment Grant – 969 Queen Street East be accepted and:

1. That Council authorize an incremental tax rebate for 969 Queen Street East (Former Plummer Hospital site);
2. That the rebate be 100% in year one, 75% in year two, 50% in year three and 25% in year four;
3. That all general eligibility requirements of the financial incentive programs, as outlined in the approved Downtown CIP, approved February 18, 2014, apply to this proposal, and
4. After the four-year rebate, these properties will pay the full municipal tax amount.

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




SOUTH ELEVATION


EAST ELEVATION

riverwalk
CONDOMINIUMS

Key Plan: Riverwalk Condos, 1st Floor

*Subject to change without notice E.0. & E. Date: May 5th, 2014



*Brokers protected

t. (705) 255-8085 e. info@theriverwalk.ca Sales Centre. 756 Queen Street East, Sault Ste. Marie, Ontario, P6A 2B1

www.theriverwalk.ca

riverwalk
CONDOMINIUMS

Key Plan: Riverwalk Condos, 2nd through 5th Floors

*Subject to change without notice E.0. & E. Date: May 5th, 2014

Queen Street East



riverwalk
CONDOMINIUMS

Applicable to
Second to Fifth Floor

St. Mary's River

*Brokers protected

t. (705) 255-8085 e. info@theriverwalk.ca Sales Centre. 756 Queen Street East, Sault Ste. Marie, Ontario, P6A 2B1
www.theriverwalk.ca

COUNCIL REPORT

September 8, 2014

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

AUTHOR: **Larry Girardi, Commissioner**

DEPARTMENT: **Public Works and Transportation Department**

RE: **RIVERSEDGE DEVELOPMENTS INC. – Snow Storage Agreement 75 Huron Street**

PURPOSE

The purpose of this report is to seek Council approval to enter into an agreement with Riversedge Developments Inc. which will allow Public Works and Transportation ("PWT") to use a designated portion of their property for snow storage.

BACKGROUND

PWT is in need of a snow dump in the downtown area as the snow dump that was used in the past is now the parking area for the Mill Market.

ANALYSIS

The suggestion for using the property at the old St. Mary's site came from the Rivers Edge group as they are presently operating the Mill Market and requiring the area which once was a snow dump for parking. There is ample room for PWT to store snow on the suggested site without impacting any residential area.

IMPACT

The agreement has no monetary value, therefore not affecting the PWT winter control operating accounts.

STRATEGIC PLAN

This agreement has no effect on the Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Commissioner of Public Works Transportation concerning entering into an agreement with Riversedge Developments for use of such

property for a snow dump be approved and that furthermore that Council approve the related By-law 2014-184 found elsewhere on tonight's agenda.

Recommended for approval,



Larry Girardi
Commissioner, PWT

SNOW REMOVAL AND STORAGE AGREEMENT

THIS AGREEMENT made in duplicate this day of June, 2014.

B E T W E E N:

2319839 ONTARIO INC. AND RIVERSEDGE DEVELOPMENTS INC.
(herein referred to as the "Riversedge")

- and –

MILL MARKET INC.
(herein referred to as "Mill Market")

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(herein referred to as the "City")

Riversedge grants to the City, the right to store snow that has been collected from the public areas of the City of Sault Ste. Marie on the property of Riversedge located at 75 Huron Street, Sault Ste. Marie, ON, P6A 5P4, which lands are legally described as Part land & land covered with water at the foot of rapids on St. Mary's River, Sault Ste. Marie, Part 1, 1R12401; together with an easement over Part 9, 1R12401 as in AL126955; together with an easement over Parts 5-7, 1R1R5861 as in AL126955; City of Sault Ste. Marie, as described in PIN 31577-0063 (LT) which lands are identified and marked as Part 1 on Plan 1R-12401 attached as Schedule "A" hereto (the "Lands"), subject to the terms and conditions set out herein:

1. The City shall be permitted to store snow collected from the public areas of the City of Sault Ste. Marie on the Lands commencing November 1, 2014.

2. The City may dispose of snow during the operational times of Riversedge and after hours. Should access to the Lands be locked or restricted, Riversedge hereby agrees to grant special and unrestricted access to the City. The City shall ensure that the security gate is properly secured before leaving the Lands.

3. The City shall remove any dangerous environmental material and/or garbage accidentally collected and deposited by the City on the Lands during the snow removal process.

4. In exchange for the storage of snow, the City shall cut the grass located on the lands and premises known as the Municipal Fish Hatchery property located at 10 Canal Drive, Sault Ste. Marie, Ontario ("City Property"), which is subject to Lease Agreement between the City and Mill Market dated February 18, 2014.

5. This Agreement shall be remain in full force and effect until such time as any of the parties hereto provide thirty (30) days' written notice of its intention to terminate same.

6. This Agreement may only be modified by written instrument signed by all parties hereto.

7. This Agreement constitutes the entire agreement of the parties and supercedes all prior representations, proposals, discussions, and communications, whether oral or in writing.

8. No party shall assign, transfer or make any other disposition of this Agreement or of the rights conferred thereby, without the prior express written consent of the other parties hereto.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED)

Date: _____

_____

2319839 Ontario Inc.

Name: _____

Title: _____

I have authority to bind the Corporation

Date: _____

_____

Riversedge Developments Inc.

Name: _____

Title: _____

I have authority to bind the Corporation

Date: _____

_____

Mill Market Inc.

Name: _____

Title: _____

I have authority to bind the Corporation

Date: _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____

DEBBIE AMAROSO - MAYOR

_____

MALCOLM WHITE – CITY CLERK

COUNCIL REPORT

September 8, 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 Intersection

PURPOSE

This report is seeking Council's acceptance of changes to Traffic By-law No. 77-200 as a result of the resolution dated August 11, 2014 which reads:

"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."

BACKGROUND

Several staff reports have been presented to Council for their information and direction was provided to staff by Council via the resolution noted above.

ANALYSIS

Contrary to staff indicating that this intersection did not meet the warrant for the sign change, City Council has decided to move forward and have the yield signs replaced with stop signs.

As a result the following are the modifications to Traffic By-law 77-200.

Addition:

Schedule “F” STOP SIGNS & INTERSECTIONS

Intersection	Direction of Traffic	Stop Street
Simon Avenue & Glen Avenue	east/westerly	Simon Avenue

Deletion:

Schedule “H” YIELD SIGNS & INTERSECTIONS

Intersection	Direction of Traffic	Yield Street
Simon Street & Glen Avenue	Easterly	Simon Street

IMPACT
The recommendations of this report will have no financial impact. The signs will be replaced under the Traffic Sign Maintenance Budget

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 amendment to the Traffic By-law 77-200 for the change of a yield sign to a stop sign at the intersection of Simon and Glen Avenue be approved.

Respectfully submitted,



Susan Hamilton Beach, P. Eng.
Deputy Commissioner

Recommended for approval,



Larry Girardi
Commissioner

766 Peoples Road
Sault Ste Marie. ON P6C 3V5
Phone: 705-946-8765
Fax: 705-946-8627
Email: saultstemarie@winmar.ca
Website: winmarssm.ca

WINMAR SAULT STE. MARIE
PROPERTY RESTORATION SPECIALISTS

To Whom It May Concern:

Winmar Sault Ste. Marie is hosting a Grand Opening Event on Thursday October 16, 2014.

For the event we would like to close Everett Street.

Attached is the Application Forms that have all 5 signatures of each official .

Attached is also a map showing where the street is.

Please feel free to call or email me at any time if you require any other information.

Thank You

Josie Mazzuca
Administrative Assistant
WINMAR PROPERTY RESTORATION SPECIALISTS

Winmar - Sault Ste. Marie | 766 Peoples Road | Sault Ste. Marie, ON | P6C 3V5
P: 705-946-8765
F: 705-946-8627
Email: josiemazzuca@winmar.ca
Web: www.winmarssm.ca

Coming Through For You!

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Dino Biasucci TELEPHONE: 705 541-8813

ADDRESS: 766 People's Road POSTAL CODE: P6C 3V5

The above person hereby makes application for the closing of

Everett Street

(Name of street to be closed)

from People's + Everett to Everett

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

on the 16 day of OCT, 2014 from 9 (am)/pm to 9 am(pm)

for the purpose of Winmar Grand Opening Event

APPROVALS SECTION:

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

   Sgt. H. Magnan # 209 SEP 04 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: Dino Biasucci / Josie Mazzuca TELEPHONE: 705-946-8 705-541-8

ADDRESS: 766 Peoples Road POSTAL CODE: P6C 3V5

The above person hereby makes application for the closing of

Everett Street

(Name of street to be closed)

from People's + Everett to Everett

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

on the 16 day of October, 2014 from 9 am/pm to 9 am/pm

for the purpose of Winmar Grand opening

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

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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: Dino Biasucci TELEPHONE: 705 541-8813

ADDRESS: 766 People's Road POSTAL CODE: P6C 3V5

The above person hereby makes application for the closing of

Everett Street

(Name of street to be closed)

from People's + Everett to Everett

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

on the 16 day of Oct, 2014 from 9 (am)/pm to 9 am(pm)

for the purpose of Winmar Grand Opening Event

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: Dino Biasucci / Josie Mazzuca TELEPHONE: 705-946-8 705-541-8

ADDRESS: 766 Peoples Road POSTAL CODE: P6C 3V5

The above person hereby makes application for the closing of

Everett Street

(Name of street to be closed)

from People's + Everett to Everett

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

on the 16 day of October, 2014 from 9 (am)/pm to 9 am/(pm)

for the purpose of Winmar Grand opening

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: Dino Biasucci / Josie Mazzuca TELEPHONE: 705-946-87 705-541-88

ADDRESS: 766 Peoples Road POSTAL CODE: P6C 3V5

The above person hereby makes application for the closing of

Everett Street

(Name of street to be closed)

from People's + Everett to Everett

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

on the 16 day of October, 2014 from 9 (am)/pm to 9 am/(pm)

for the purpose of Winmar Grand opening

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 945-6863
65 Old Garden River Road

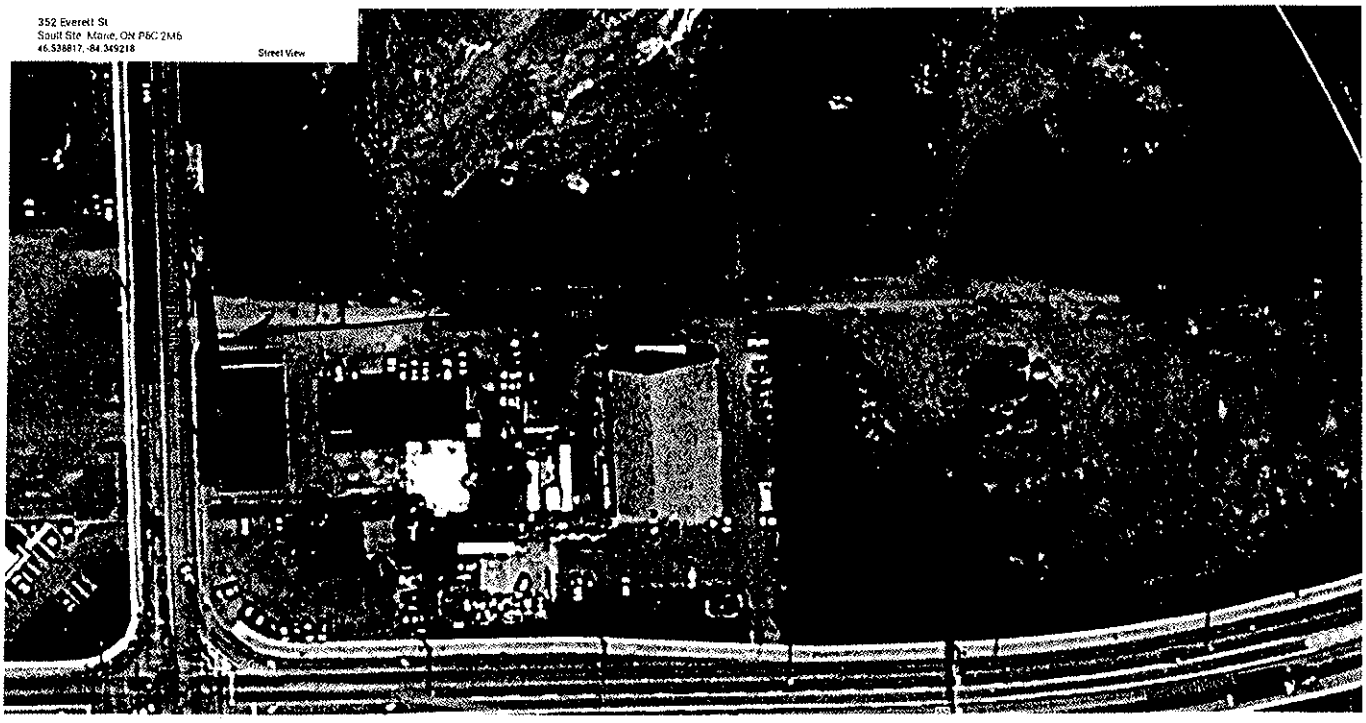
Signature of Official

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.)



Everett St.

Imagery ©2014 DigitalGlobe, Map data ©2014 Google 20 m

COUNCIL REPORT

September 8, 2014

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

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

DEPARTMENT: **Community Services Department**

RE: **Relocation of Churchill Branch Library _ Steering Committee**

PURPOSE

The purpose of this report is to formalize a Steering Committee for the relocation of the Churchill Branch Library.

BACKGROUND

Council, in caucus, authorized staff to proceed with the relocation of the Churchill Branch Library to the second floor restaurant area in the John Rhodes Community Centre, and to strike a Steering Committee for the project. There were several circumstances that together presented an opportunity for this relocation.

- The lease for the restaurant area was due for renewal and as required by the lease agreement, the operator, Mr. Jody Wilson, contacted us three (3) months prior to the expiry of the lease, which is September 30, 2014, noting he would like to renew. However he stated that he wanted a decrease in the rent.
- The Churchill Branch Library lease came due earlier this year and the Board was informed that the rent would increase to approximately $100,000 annually.
- The sales at the restaurant have decreased by approximately 30% over the past three years and it is projected to decrease over the next three to five years due to the factors noted above. Of further concern is that alcohol and beer sales, as a percentage of sales, are increasing leading us to conclude that the facility is becoming more of a bar than a restaurant.

- Spectator use of the John Rhodes Community Centre has decreased as a result of the following:
    - Minor hockey has few games at the arena; it is mostly used for practices.
    - The addition of the artificial turf field at Superior Heights High School has decreased the number of High School football games at Rocky DiPietro Field. The new St. Mary's High School is actively pursuing an artificial turf facility which would likely further reduce games at the Rocky DiPietro Field.
- The capital items in the restaurant are the responsibility of the City. The facility has been operating for 14 years without any upgrades to these capital items. Continuing to operate a restaurant in this space will require the City to invest in excess of $100,000 in capital upgrades such as kitchen equipment, tables and chairs.
- The Library Board is excited with the opportunity to relocate to the John Rhodes Community Centre, especially given the positive success of the recent relocation of the Korah Branch Library to the Northern Community Centre. The Korah Branch Library has experienced a 36% increase in patrons through the door and a 46% increase in program attendance.
- The proposed location for the Library is 33% larger than the existing location. Also, the increase in parking space is very positive.
- It is expected that concession profits will increase by an estimated $14,000 annually with the closure of the restaurant.

A local architectural firm was retained to determine the feasibility of various options involving relocation to the John Rhodes Community Centre. The review identified the John Rhodes Community Centre restaurant area as the least costly of the options meeting the requirements of the Branch Library.

The Library Board has requested that City Council move forward with this relocation, especially in light of the recent and very positive experience of the relocation of the Korah Branch Library to the Northern Community Centre.

ANALYSIS

It is recommended that a Steering Committee be set up, as with several recent successful City projects, and that it be made up of the following members: one Council member; two Library Board members; and the following staff: Cindy Weir, Director of Libraries; Roxanne Toth-Rissanen, Branch and Membership Services Librarian; Shelley Schell, Manager of Finance and Budgets; and Nick Apostle, Commissioner of Community Services.

IMPACT

Finance Department staff carried out a financial analysis of the project. The analysis concluded that the relocation to the restaurant area is financially viable

and can be funded over an extended period from existing budget allocations, providing a new east end branch, which will enjoy the synergies that will come with co-location in a major multi-sports venue.

With Council's approval, a review of the John Rhodes Community Centre can be undertaken to determine if a smaller restaurant can be constructed.

STRATEGIC PLAN

This project is not specifically identified in the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Commissioner of Community Services regarding the relocation of the Churchill Branch Library to the John Rhodes Community Centre be accepted, and the recommendation to form a steering committee made up of the following members: one Council member; two Library Board Members and the following staff : Cindy Weir, Director of Libraries; Roxanne Toth-Rissanen, Branch and Membership Services Librarian; Shelley Schell, Manager of Finance and Budgets; and Nick Apostle, Commissioner of Community Services, be approved.

Respectfully submitted,



Nicholas J. Apostle
Commissioner Community Services

Sault Ste. Marie
Public Library

"One stop....endless possibilities"

TO: CITY OF SAULT STE. MARIE COUNCIL

FROM: CINDY WEIR, DIRECTOR OF LIBRARIES

INFORMATION REPORT #: COU-14-01

SUBJECT: LIBRARY SERVICE

DATE: AUGUST 31, 2014

PURPOSE OF REPORT

The purpose of this report is to provide information to City Council on service levels, library trends and the possible relocation of the Churchill Branch to John Rhodes Community Centre.

BACKGROUND

Libraries today still loan books, answer questions and provide space for people to read, just as they did 100 years ago and 150 years ago as the Mechanics Institute – the forerunner to public libraries. The difference is some libraries also loan fishing rods and cake pans, DVDs; downloadable books, music and magazines; partner in the community with social services and service clubs; participate in local festival events; provide online resources free that would otherwise be very expensive to the average resident, and so much more.

Some libraries include art galleries to display local artisan's work, or a maker-space where people may discover based on hands on learning and fabrication. This space is filled with 3D printers, green screens and video equipment, large sized scanners and printers, clay, soldering tools, etc. Use, try and experience are new directions for libraries.

Libraries today are different. They are not the book repositories of yesteryear where a book remained forever. Today's collections are developed and culled based on condition, use, content, format and relevance to the community. There is a finite amount of space in each location and once that is filled you must remove as much as you add. Collections are changing and some are now digital. You may access over 45,000 e-Books free of charge through our provincial collection right from the privacy of your own

home or view Chilton's car manuals online and print that one page you need to fix your vehicle.

Libraries were once intimidating large columned halls of knowledge where you were quieted with a loud shhhh. Today's libraries are welcoming, inviting and encouraging. Staff are there to help you use the photocopier/printer or fax machine; answer your question or warm the baby's bottle; learn how to download books on your e-reader; how to use your iPad or find that missing link in your family tree. The Centennial location has a coffee cart that serves specialty coffees and on certain days pizza to make your visit even more enjoyable.

Libraries are different and looking at more trends the need and importance of libraries becomes even more apparent.

Libraries are equalizers and bridge the digital and socio-economic divide. Not everyone can afford their own smart phone or computer or maybe they live in an area without high speed internet. Not everyone can simply go to the local book store or shop online for book and DVD purchases. Some people use the library's printer as they don't want the added expense of their own. The library provides these opportunities so that access is fair and equitable to all.

People gather at the library with friends, talk interact and enjoy a warm place in the winter and a cool space in the summer. For those with nowhere else to go or no family in the area the library and staff are like a second home.

At the 4th Annual Library as Place conference in July in London experts Jim Morgenstern of dmA Planning and Consulting and Rebecca Jones of Dysart and Jones spoke to the trending size of libraries. Size does matter and libraries under the size of 5,000 sq. ft. are simply not large enough for the activities and purpose of a library today. Libraries are now providing more people space and fewer physical books. People want to meet their friends, gather and talk, learn from each other, rent the program rooms for their own purposes, experience in maker spaces, search their family tree, use the Wi-Fi or computers and in some cases read.

Morgenstern and Jones also spoke to the fact that stand alone libraries are no longer practical or purposeful. Multi-faceted buildings bring more people together. People's time matters and they want to be able to do more in one space. They are more economical and efficient.

Community is important today – in decades past you jumped in your car drove everywhere and often didn't know your neighbours. Now people enjoy their neighbour hoods – walk to the park, ride their bicycles and get to know those who live close. That is why branch libraries are important in municipalities.

Branches and main (some are called reference) libraries are different. Main libraries are bigger and hold the primary reference, local history and genealogy collections and as in the Sault the local archives. Children's, teen and adult collections are usually larger at the main library. This location too, usually holds the larger learning commons for people to group and work on projects, the technology lab for tech programs, the maker-space and specialized reference staff. This location may also host the most number of programs and the ones expected to draw a larger audience.

Branch libraries are smaller and more intimate in space than the Main library. Branches are about neighbourhoods. One service point answers reference questions and checks

out your material. Collections are browsing or leisure collections that are specialized to the neighbourhood demographics. More zoomers (seniors) in an area may result in a larger large print collection, books on CDs, DVDs, travel books and cooking and leisure activities materials. The children's and teen collections might be smaller. The reverse would be true for the collections if the area was primarily families. The youth, parenting and DVD collections would be larger and more toys to play with in the library would be available.

The Centennial Library and Churchill Branch have existed in the same area for almost 50 years because there is a difference in purpose. Similarly the Sault has the Essar Centre and the John Rhodes Community Centre (JRCC). One would not replace the other. They have different functions. And while the JRCC is a beautiful facility, the Greyhounds and music performers wouldn't expect to play in a venue with the seating capacity and accommodations there. Similarly the Essar Centre and JRCC are not that much further apart than the Centennial Library and the Churchill Branch and people travel to them both for different reasons. Communities and neighbourhoods have unwritten boundaries. It might be a railway track, the change of a street name – an area that you simply aren't willing to cross to get to a service or store. It's about convenience and branches are convenient.

Increased adult, senior and teen programs are being offered in libraries today and that is so in the Sault as well. Children's programs have been offered for decades in libraries however the nature of these programs have changed from the simple story time towards discovery learning, literacy and socialization. The Library even offers passive programs. Recently the library held a mother (or significant female) and teen program that was based on self-esteem and positive image. The library held a senior's program to assist them in preparing to take their driving exam; a local representative from a fitness facility came and spoke to people about fitness and good health; and a civil literacy event was held where candidates for the provincial election in June were here to answer questions. Children's Services had their own book character elections to help children understand the concept of the elections and the importance of casting a vote. Korah branch is active with teen programs and the library is working to develop the same interest at Centennial and Churchill Branch.

People come to learn from each other or they might work in groups or are tutored at the library. Many libraries today, including the Sault, proctor exams for those who use e-learning online courses to earn their degree, diploma or certificate. Small businesses use the library as a source of information, a place to conduct interviews and to meet over a coffee with another small business owner.

The library is a welcoming centre for those new to the community and/or new to the country. The Library is often the first place new comers visit to feel a part of the community.

Another trend is the Community-Led Library. New service models are being and have been created to be more inclusive and provide staff with additional skills to work with people inside and out in the community. Some libraries have social services staff available right in the building to assist customers. The following quote from Ken Haycock and Associates explains this new direction for libraries. *"This approach can be applied to the full range of community members – from the socially excluded and underserved, to lapsed users and active library users. By making public libraries more inclusive and accessible we improve services for all members of the community" (from Ken Haycock's Blog – March 2013).*

A few of the opportunities outside of our doors that the Library was engaged in over the past year include story times at the mall, visits to the Best Start Hubs and participation in Culture Days, Bratwurst, Beer and Beethoven and Passport to Unity.

A new trend for libraries is to deposit book vending machines where people are – such as bus depots, shopping malls, low income housing complexes, marinas. These have a small selection of books and when a library card is inserted the door opens and a person may select a book. The item is checked out using RFID (radio-frequency identification). The book may be returned to the unit provided there is still a space available for it. Other opportunities are to have book return bins available at similar spaces for people to return materials checked out at the library.

This will give you just a small insight into some of the changes that have happened in libraries to keep them vital and relevant in their communities. The same is true right here in the Sault with Sault Ste. Marie Public Library.

ANALYSIS

Libraries today do not base their value on statistics alone in the way they did previously as libraries are used differently. Some customers come in and read a newspaper and leave, others use the wireless, some meet a friend here and work on a project, and others reference a book or archival document or check a number in the phone books. Any of these uses would result in only one statistic (person through the door) even though they have utilized and received great value from the physical space of the library. They may do all of this and more without needing to have a library card.

Members or users do not need to come through the doors to use the library and so using a door count statistic doesn't represent library use either. People may access the online catalogue through the website, download the latest best seller from an e-book collection of over 45,000 titles, download music and magazines, learn to speak a new language using a language database, fix their car using Chilton's online resource, learn about a diagnosis with medical reference, teach a child to read all without coming through the doors. It is amazing the reach a library has virtually. You could be on holiday in New Zealand and still download an e-book to your e-reader free of charge or your child could use Tumblebooks games through the library website.

The above information is to help you understand that not everything is captured in a statistic. That said the following are use statistics for the library over the past five years.

Overall Library Activities (Chart 1)

Reference Questions	Centennial Library	Korah Branch	Churchill Branch	Totals
2009	25,509	9,901	15,357	40,965
2010	30,458	9,132	14,196	53,786
2011	31,062	8,152	12,851	52,065
2012	24,740	7,383	8,728	40,851
2013	24,947	6,550	9,002	40,499
2014 (Jan – July 31)	17,653 (Jan – July 31)	8,309 (Jan – July 31)	14,594 (Jan – July 31)	38,797 (Jan – July 31)

Door Count	Centennial Library	Korah Branch	Churchill Branch	Totals
2009	392,265	39,191	66,032	497,488
2010	253,503	31,400	68,131	353,034
2011	247,462	37,156	66,187	350,805
2012	244,476	41,390	60,699	346,565
2013	246,603	71,257	56,291	374,151
2014 (Jan – July 31)	133,203 (Jan – July 31)	39,881 (Jan – July 31)	33,367 (Jan – July 31)	206,451 (Jan – July 31)
Library Program Attendance	**Centennial Library**	**Korah Branch**	**Churchill Branch**	**Totals**
2009	3,774	284	310	4,368
2010	4,390	878	247	5,515
2011	6,046	1,075	333	7,454
2012	8,616	822	369	9,807
2013	11,320	1,448	734	13,502
2014 (Jan – July 31)	6,157 (Jan – July 31)	1,476 (Jan – July 31)	777 (Jan – July 31)	8,410 (Jan – July 31)
Early Literacy Program Attendance	**Centennial Library**	**Korah Branch**	**Churchill Branch**	**Totals**
2009	747	137	90	974
2010	745	128	149	1,022
2011	582	132	0 **	714
2012	1,036	140	60	1,236
2013	1,282	389	334	2,005
2014 (Jan – July 31)	991 (Jan – July 31)	604 (Jan – July 31)	170 (Jan – July 31)	1,763 (Jan – July 31)
Circulation	**Centennial Library**	**Korah Branch**	**Churchill Branch**	**Totals**
2009	380,892	53,795	107,837	542,524
2010	345,742	47,581	103,562	496,885
2011	322,207	50,179	96,146	468,532
2012	282,523	39,983	52,960	375,466
2013	282,522	39,469	44,537	366,528
2014 (Jan – July 31)	159,388 (Jan – July 31)	25,247 (Jan – July 31)	41,698 (Jan – July 31)	226,333 (Jan – July 31)
Library Program – Gadget Corner		**# of sessions**		**# of attendees**
	2013 (Started in August)	7		44
	2014 (Jan – July 31)	6		38
E-Book and Audio Book Downloads* **	2011	4,600		
	2012	18,433		
	2013	31,743		
	2014 (Jan – July 31)	22,467 (Jan – July 31)		

** - *Lake Street was closed for several months during 2011 for work on the road. As a result of this we had quite a few patrons who started coming over to the Centennial Library because they could not get in on the Lake Street entrance and did not want to park on the mall side.*

*** - *Library began to offer this service in January 2011.*

The statistics above (Chart 1) indicate that our statistics are on target to meet or exceed 2013. They also show the importance of the Churchill Branch to the community and the library system.

Despite the rumours and predictions, since the early 1990s with the creation of the Internet that libraries would cease to exist, statistics for questions answered remain quite high. Libraries continue to answer complex reference questions, provide information on local activities and services and instruct people on how to use their gadgets. Last year Sault Ste. Marie Public Library staff answered over 40,000 questions (Chart 1) and have answered almost 39,000 to the end of July this year. The Library helps people to navigate the ever expanding sea of information in whatever format it exists.

Library Computer Usage (Chart 2)

Desk Top Stations	**Centennial Library**	**Korah Branch**	**Churchill Branch**	**Totals**
2009*	23,154	5,112	5,026	33,292
2010*	22,602	6,054	5,651	34,307
2011*	22,539	7,558	5,971	36,068
2012	21,120	5,253	6,761	33,134
2013	19,237	4,535	5,215	23,987
2014 (Jan – July 31)	12,075 (Jan – July 31)	2,696 (Jan – July 31)	2,942 (Jan – July 31)	17,713 (Jan – July 31)
Wi-Fi Use	**Centennial Library**	**Korah Branch**	**Churchill Branch**	**Totals**
2009	N/A	N/A	N/A	N/A
2010	N/A	N/A	390	390
2011	N/A	449	515	964
2012	N/A	813	415	1,228
2013	N/A	1,079	718	1,797
2014 (Jan – July 31)	N/A	917 (Jan – July 31)	457 (Jan – July 31)	1,374 (Jan – July 31)
Lending Laptops	**Centennial Library**	**Korah Branch**		**Totals**
Oct. 2012 – Aug. 2013	539	446		985

** includes Digital Lab and multimedia stations for these years only*

Libraries keep abreast of the trends of technology to the extent that funding will allow. Sault library computers were used almost 24,000 times (Chart 2) by local residents who do not have a computer or smart phone, whose internet was down at their home, or by visitors to the community. This does not include those who come to the library for the wireless service – whether they sit in one of the comfortable lounge chairs, sit outside at the picnic table or in the parking lot after hours. The Library loaned laptops out more than 1500 times since fall of 2012 (Chart 2).

Embracing technology is what we do. For example this library is offering our residents the opportunity to have a digital copy of any war records they might have in their possession – bring it in and staff will scan it for the library and to your USB stick. The library holds a program monthly called Gadget Corner to assist people in how to use their technology.

Membership Statistics (Chart 3)

Memberships	Centennial Library	Korah Branch	Churchill Branch	Totals
2009	21,995	3,194	2,623	27,812
2010	21,359	3,121	2,546	27,026
2011	20,807	3,062	2,456	26,326
2012	18,221	3,011	2,407	23,639
2013	17,064	2,914	2,490	22,468
2014 ****	15,749	2,427	2,779	20,955****

**** Statistics as of August 29, 2014

Traditionally libraries are used more during times of economic strife. When people tighten their belts they turn to the library for books, dvds, internet service, newspapers, magazines and programs, etc. In more affluent times library membership may dip as customers might purchase what they need or go to the movies and the mall. This is cyclical and proven over time. The library is an equalizer.

It is important when viewing the membership numbers above to realize that these numbers are based on the location that members indicate as their "home" branch. People may and do use any location within the city. If they work closer to another branch then they might pop in there on a lunch break or if there is one closer to their child's music or swimming lessons they could go to that location.

The membership database is purged monthly and memberships are considered active based on the definition of the Ministry of Tourism, Culture and Sport which is having been used in the past 24 months.

Based on the information in Chart 3 the Library expects to meet or exceed last year's membership statistics based on the current number with still two busy months for students.

Statistics are important however they don't always show the real value or full picture.

CONSIDERATIONS

The request for information on library statistics and trends has come from the possible relocation of the Churchill branch.

It is the understanding of this Director that the investigation into a new location for the Churchill Branch began with a previous Director who discussed with City Staff about possible cost savings. The success of the Korah branch at the Northern Community Centre resulted in the consideration of moving the branch to another city owned facility. This would provide the library with a larger space and expected cost savings. From these discussions the library hired EPOH to prepare a scoping report for several opportunities at the John Rhodes Community Centre. The lease on the Churchill Plaza

location was coming due and the increase would be substantial with the knowledge that there would be a $0.50 per square foot plus common area fees increase each year for the next five years.

The report was prepared and the library and city staff discussed the possibilities. The third option (current restaurant location) was seen as the only financially viable option for the city and Council was asked to consider it.

While this location was not without some concerns the Library Board believed the positives outweighed the negatives. There would be a draw for more families and space for targeted areas (such as teen or maker spaces) within the larger facility. Concerns around parking could result in people making a change to their "home" location and utilizing the Centennial Library which has a shorter distance from parking. The Library also provides a visiting library program for those who find it difficult physically to come to the library. The library would go to them with a delivery of books and materials. Some of the Churchill members may find that service beneficial.

Libraries in recreational facilities throughout the province are common and very successful. Orangeville, Georgina, Oakville, Mississauga, Whitchurch/Stouffville, Caledon, Waterloo, Innisfil, Clarington, Lincoln and Niagara Falls are just a few communities with libraries that co-habitat with arenas, pools and other recreational activities.

The Library Board was focused on the fiscal responsibility of moving into a City owned facility and the John Rhodes Centre was the only appropriate one. The current Board and Director have not investigated any other locations.

FINANCIAL/BUDGET IMPLICATIONS

The Library has been in the Churchill Plaza location since approximately 1966. A tremendous amount of money has been spent on rent over the past almost 50 years. The data in the chart below gives you the rent and common area charges over the past five years and projected for the next five years. It is important to note that an increase in common area fees has not been calculated on the projected five years. The Library has no way to determine what those increases might be.

Rent and Common Area Charges

	Rent & Common Area Charges
2009	$80,641.93
2010	$84,473.16
2011	$85,133.13
2012	$86,658.53
2013	$95,820.31
2014	$96,587.08
2015*	$107,310.52
2016*	$109,886.88
2017*	$112,471.24
2018*	$115,055.48
2019*	$117,639.80
Total	$1,091,678.00

**dollar figure does not include any increase for common area fees*

CONCLUSION

This report highlights the heavy use of the Sault Ste. Marie Public Library system as well as the importance of the Churchill branch to the system and its neighbourhood. The report outlines the trends in libraries that keep them relevant today. The Sault Ste. Marie Public Library is moving in the direction of many of these trends as can be financially and spatially.

If City Council decides that the location under discussion is not available – there are other options. There are two other sites at the JRCC or the branch could stay in its current location until another appropriate opportunity comes into play.

Libraries are important to the community. Libraries help you and everyone else in the community raise our children, educate them well and help them become engaged citizens. They are a meeting and gathering place, an equalizer and a place of lifelong learning.

Library services and spaces have changed and if you haven't been in a library in a while, it is time for a visit.

Respectfully submitted,

Cindy Weir

Cindy Weir, Director of Libraries

by Anne Marie Madziak

Public Libraries

Where impromptu exchanges build community and belonging

Community vitality is one of the key measures on the Canadian Index of Wellbeing and a worthy pursuit for every municipality in the country. The index defines community vitality as "the strength, activity, and inclusiveness of relationships between residents, private sector, public sector, and civil society organizations that foster individual and collective wellbeing."[1] It is measured by assessing the community's crime rate and public perception of safety, as well as the following subjective indicators (which rely on self reporting by residents):

- percentage reporting very or somewhat strong sense of belonging to community;
- percentage reporting participation in organized activities;
- percentage with six or more close friends;
- percentage who provide unpaid help to others on their own; and
- percentage who feel that most or many people can be trusted.

While many factors contribute to community vitality, including a wide range of community programs, services, and events, it requires endless opportunities for residents to interact, get to know one another, and experience a sense of community and belonging. Such interactions and exchanges often happen in public spaces and gathering places throughout the community. While traditional gathering places were churches, general stores, and post offices, contemporary ones are more likely to be soccer fields, arenas, school parking lots, waterfront developments, markets, and coffee shops. One community service that is present in almost every community and is worthy of recognition as a vital gathering place is the local public library.



The grand opening of Pictou-Antigonish Regional Library's People's Place branch library drew an estimated 6,000 residents, many of whom contributed to the planning process for the design of the library.

In addition to their offerings of electronic and print collections, engaging programs, and access to the internet and technology, today's public libraries also provide crucial community spaces where residents congregate and connect with one another. Because of the breadth of their reach and the scope of programs and services, public libraries are well positioned to provide a variety of value-added community spaces.

Adding Value with Community Space

There are at least five distinct ways in which community spaces in libraries add value above and beyond being vibrant public places that contribute to community vitality, discussed below.

Learning and discovery hubs – From prenatal classes and do-it-yourself



ANNE MARIE MADZIAK is a consultant with Southern Ontario Library Service, an agency of the Ministry of Tourism, Culture and Sport. She is also the coordinator of the APLL Institute, a two-year leadership program for public library staff. She can be reached at 1-877-532-2972 or <ammadziak@sols.org>.

1 University of Waterloo, "About the Canadian Index of Wellbeing," The Canadian Index of Wellbeing <https://uwaterloo.ca/canadian-index-wellbeing/about-canadian-index-wellbeing>.



The works of local and regional artists have been incorporated into the design of the People's Place branch library and continue to be featured in exhibits and activities.

festivals to 3D printers, maker spaces, and idea labs – libraries offer the space, the tools, and access to experts and quasi-experts who can help residents learn whatever they want or need to learn. Public libraries have a long history of taking people's information and learning needs seriously and connecting them to the resources they need to be successful. It might look different than it used to: helping a senior figure out his new iPad; bringing together a bicycle repair expert with residents who want to fix their own bicycles; introducing a young entrepreneur to software that will help her design a logo. In essence, public libraries remain committed to helping individuals and the community learn, discover, create, problem solve, and adapt in ways they identify as important.

Leisure destinations – In spite of predictions that computers and electronic resources would make visits to libraries increasingly unnecessary, citizens of all ages and walks of life continue to make their way to their local libraries. Sometimes, they visit to use a computer or borrow a book; but often, their visit is for the purpose of spending time in a place they enjoy, without having to spend money. Whether to attend a library program that piques their interest, play a game of chess or Scrabble, or sit and read a newspaper, people choose the public library for its comfort, accessibility, and ambiance … as a place away from home where they feel welcome.

Incubators of local culture and identity – Public libraries across the country showcase local arts and culture in a variety of ways: collection displays and author readings that promote local writers, past and present; art exhibits that feature the works of local artists; programs that leverage local talent; workshops and collections aimed at helping fledgling writers and artists develop their craft; and contests and festivals that celebrate creative expression. Libraries also instill a culture of reading that helps foster feelings of connectedness and community among readers. In addition, libraries partner with other cultural organizations, to champion and promote local culture, encouraging library users to participate in cultural events throughout the community and region.

Neutral, community-owned spaces – Because public libraries exist to serve every member of the community, they are widely perceived as neutral and belonging to the community itself. As such, they are valued for their neutrality and commitment to universal access to information and ideas. These sentiments make libraries natural venues for events where judgment and prejudice, real or perceived, inhibit participation.

LIBRARIES, cont'd on p. 40

CULTURAL PLANNING HOW-TO

Rediscovering the Wealth of Places:

a municipal cultural planning handbook for Canadian communities

Greg Baeker's book provides a practical introduction to core planning concepts and tools, including a methodology for cultural mapping and the systematic identification of a wide range of local cultural assets. A strong focus is placed on the effective integration of culture in planning across municipal departments, with a look at some leading practices from Canada and around the world.

Cultural Planning for Creative Communities

A practical "how to" book on Municipal Cultural Planning and the Creative City concepts for municipalities of all sizes. Authored by Gord Hume, one of the leading pioneers of the Creative City movement in Canadian municipal government, this book offers practical ideas and plans on how Canadian municipalities can adapt the emerging "fourth pillar of sustainability" into their planning, budgeting, decision making, and community leadership.

$29.95 each

Plus applicable taxes, shipping and handling

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COUNCIL REPORT

September 8, 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.

This application was heard and approved on the August 11, 2014 Council meeting. However, subsequent to the meeting, it was discovered that an error had occurred in the mailing notice, and the immediate neighbours were not notified of the application. As a result, a new notice of application was circulated to the neighbours and notice was also posted in the Sault Star. As of time of writing, there were no neighbour concerns raised. There have been no changes to staff's report since the August 11, 2014 Council meeting and the application is recommended for approval. By-law 2014-182, amending the zoning of the subject property can be found elsewhere on Council's agenda.

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
Resolved that the report of the Planning Division, dated 2014 09 08, concerning Application A-24-12-Z.OP be received, and that Council approve the application, subject to the following:

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

Attachments

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:

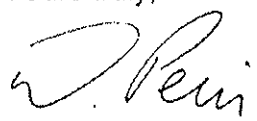
- The applicant must enter into a Lot Development Agreement with the City;
- The applicant will be required to retain a Consultant to determine the downstream impacts on the sanitary sewer system and whether the system can handle the increased flows generated from the additional lots;
- Outstanding charges 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

SKETCH TO ILLUSTRATE

PART OF SECTION 13

TOWNSHIP OF KORAH

NOW IN THE

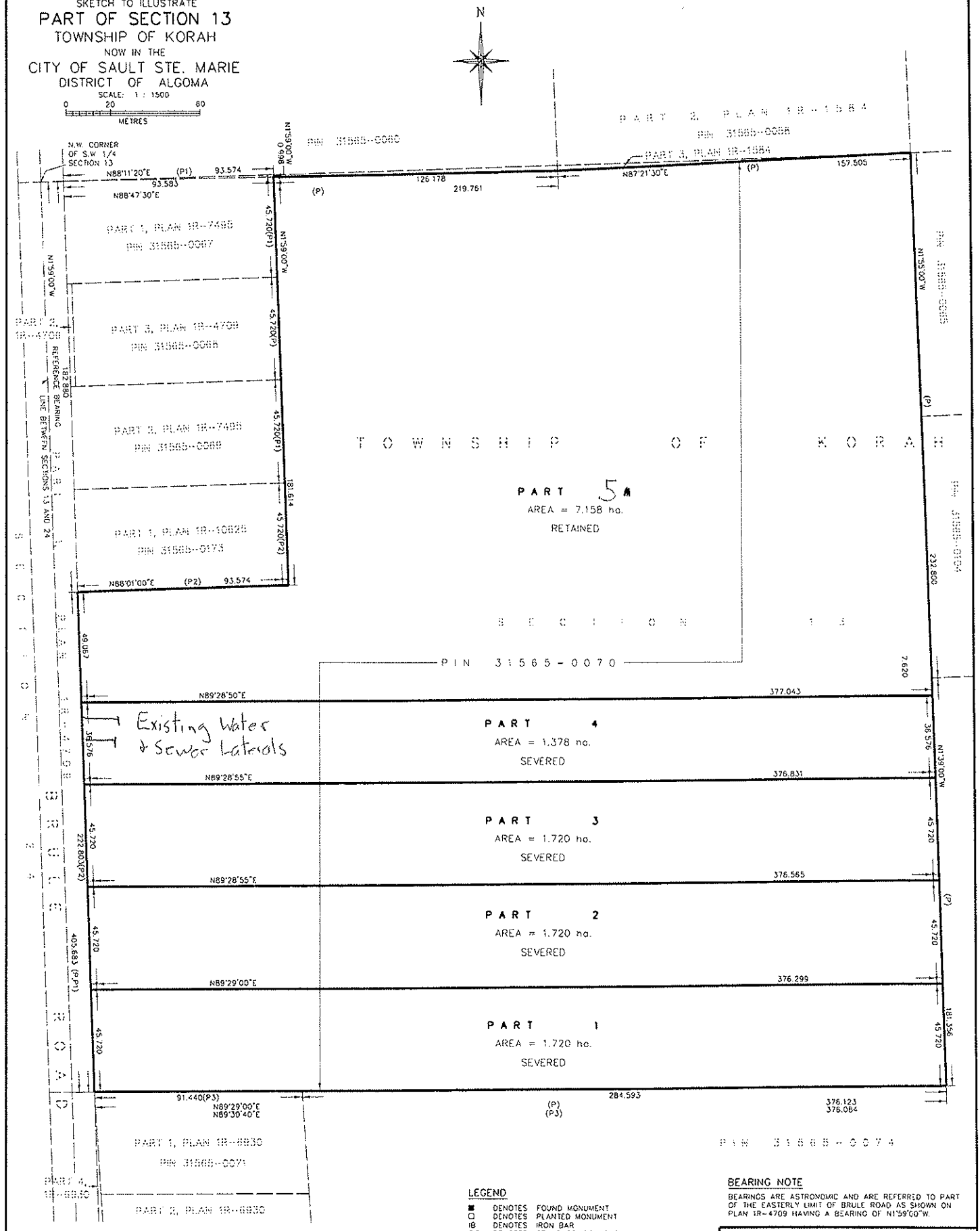
CITY OF SAULT STE. MARIE

DISTRICT OF ALGOMA

SCALE: 1 : 1500

0 20 60

METRES



LEGEND

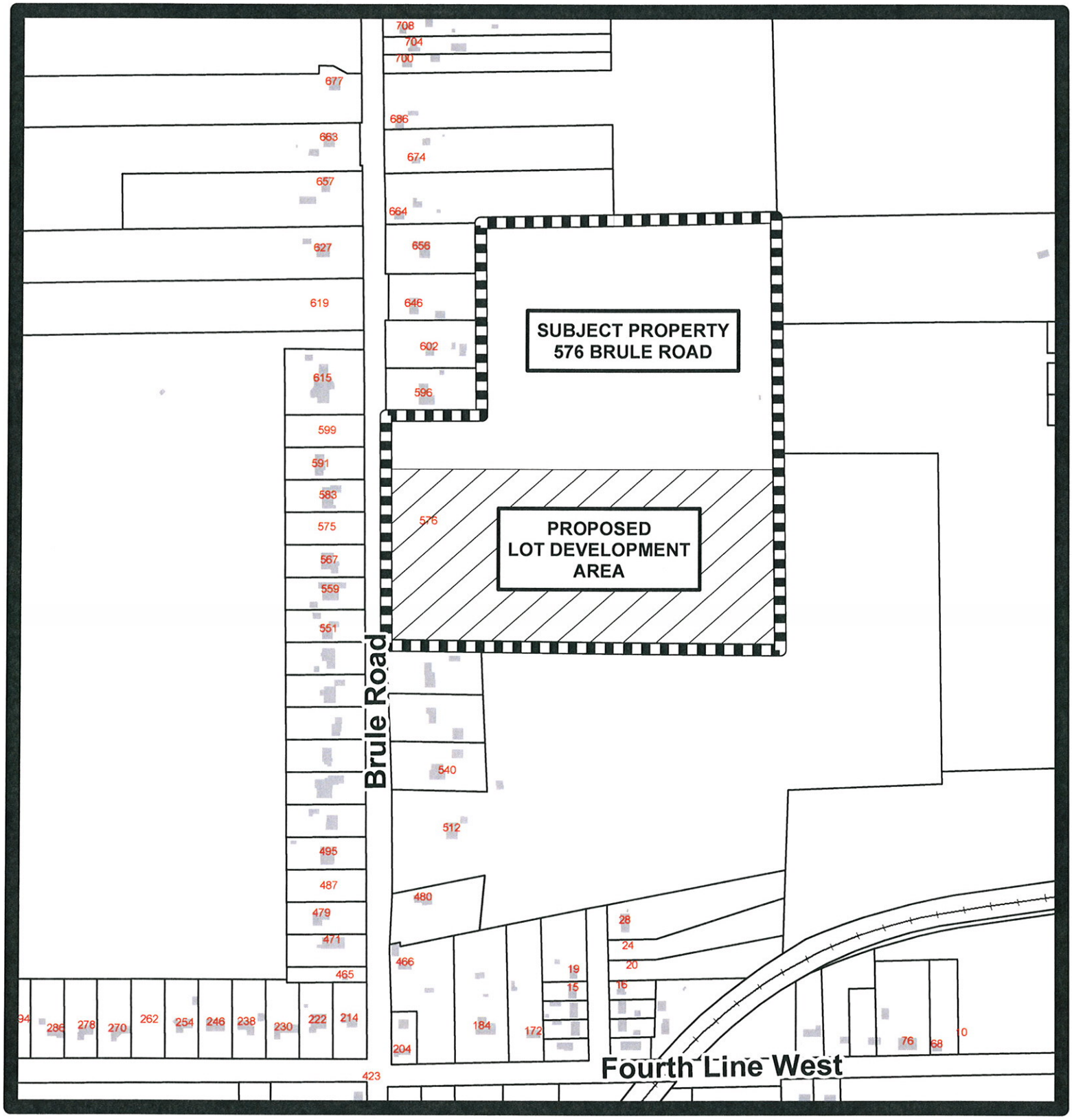
■	DENOTES	FOUND MONUMENT
□	DENOTES	PLANTED MONUMENT
IB	DENOTES	IRON BAR
SIB	DENOTES	STANDARD IRON BAR
SSIB	DENOTES	SHORT STANDARD IRON BAR
M	DENOTES	MEASURED
P	DENOTES	DEPOSITED PLAN 1R-4709
P1	DENOTES	DEPOSITED PLAN 1R-7495
P2	DENOTES	DEPOSITED PLAN 1R-10625
P3	DENOTES	DEPOSITED PLAN 1R-6930
S	DENOTES	SET
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. Hoto 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: DSH	U-10711
	FIELD: -	



SUBJECT PROPERTY MAP

PLANNING APPLICATION A-24-12-Z-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



2012 ORTHO PHOTO

PLANNING APPLICATION A-24-12-Z-OP

576 BRULE ROAD

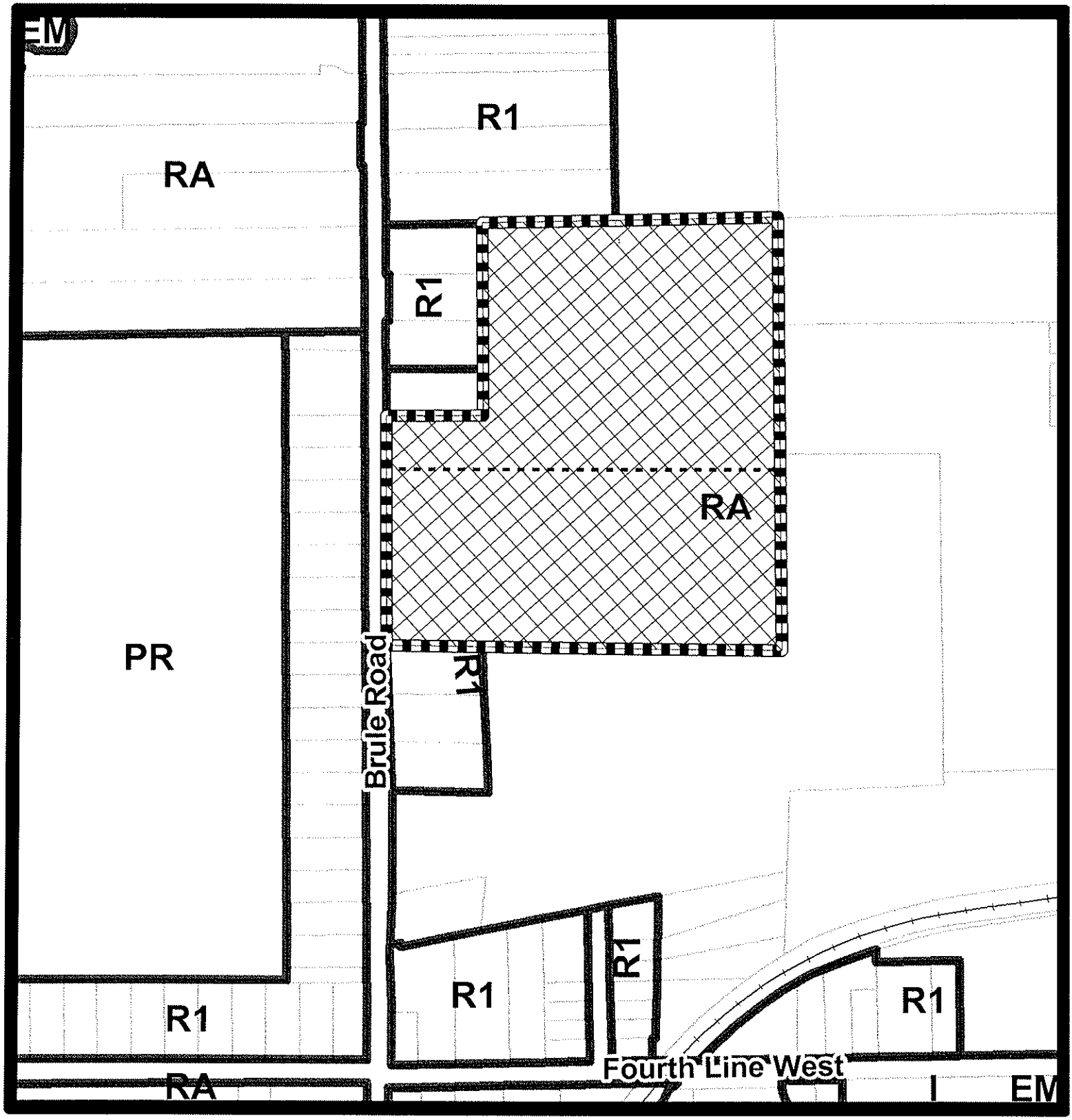
Subject Property = 576 Brule Road

Proposed Lot Area

Metric Scale
1 : 5000

Maps
137 & 2-38

Mail Label ID
A-24-12-OP



EXISTING ZONING MAP

PLANNING APPLICATION A-24-12-Z-OP

576 BRULE ROAD

Subject Property = 576 Brule Road

Proposed Lot Area

R1 - Estate Residential Zone

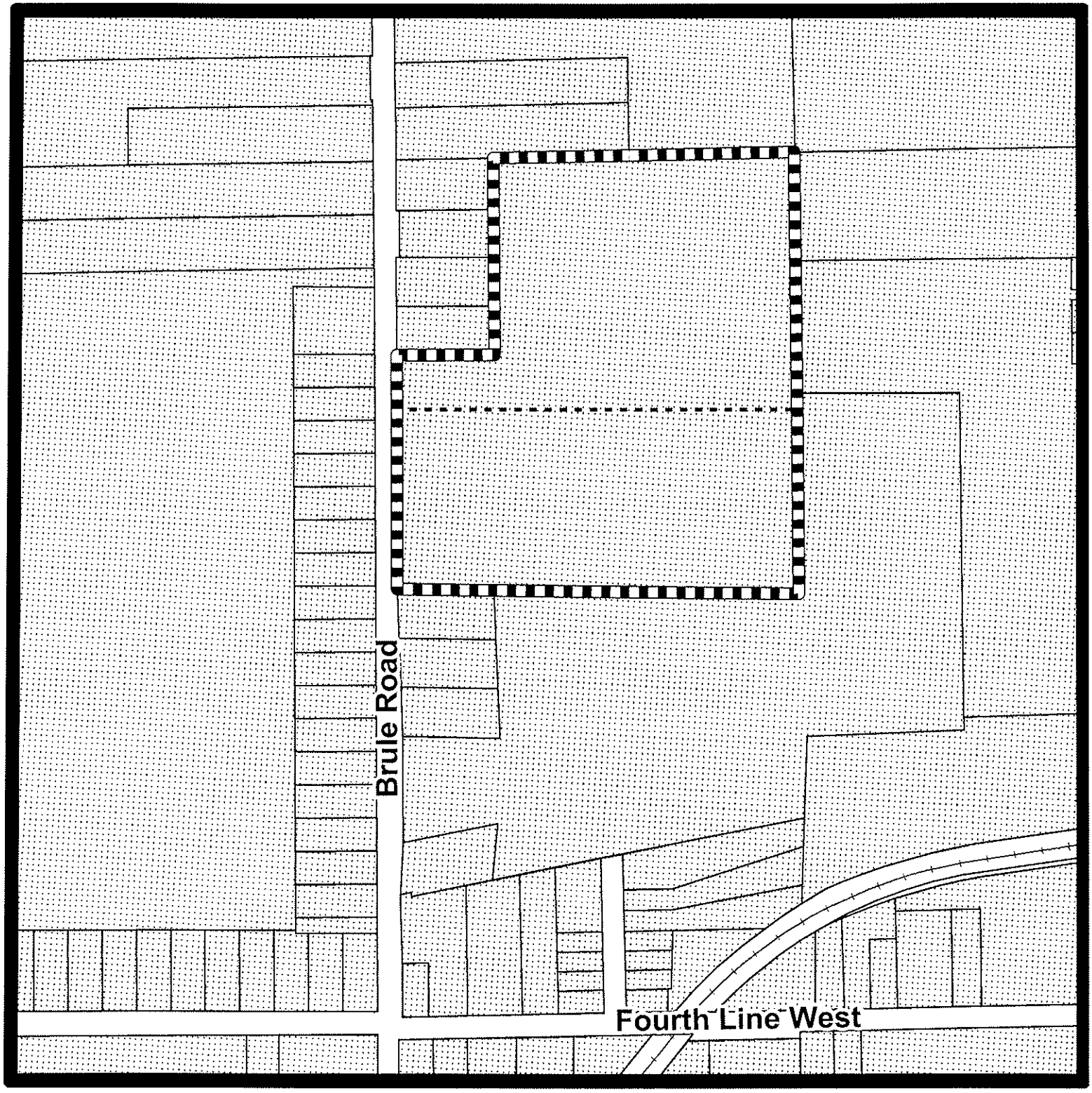
RA - Rural Area Zone; RAhp

PR - Parks and Recreation Zone

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-Z-OP

576 BRULE ROAD

Subject Property = 576 Brule Road

Proposed Lot Area

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

Malcolm White

From: Steve Turco
Sent: Monday, September 08, 2014 10:08 AM
To: 'Todd Black'
Cc: Rachel Tyczinski; Malcolm White; 'Peter Meligrana'; 'Edna Lim'; Michelle Kelly
Subject: RE: Application A-24-12-Z.OP Steve and Pauline Fosberg

Hi Todd, Thank you for your email. It will be included on the agenda with this proposed application. Since the time of writing, we did receive other comments from neighbours that will also be included on the agenda.

With respect to the drawing included showing the proposed lots, the lots may change slightly. As indicated in our staff report, a variance will be required for the proposed 5 lots, and that the proposed frontage for these lots will be 44.56m. The variance for these lots will be addressed in conjunction with the severance application, which is to be heard by the Committee of Adjustment. As indicated in our report, 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.

If you have any questions, please do not hesitate to contact me at 705-759-5279.

From: Todd Black [mailto:black_t@vianet.ca]
Sent: Saturday, September 06, 2014 11:51 AM
To: Steve Turco
Cc: Rachel Tyczinski; Malcolm White; 'Peter Meligrana'; 'Edna Lim'; Michelle Kelly
Subject: RE: Application A-24-12-Z.OP Steve and Pauline Fosberg

Mr. Turco;

I just had the opportunity to review the Council Report dated September 8th, 2014 prepared for the upcoming City Council Meeting that you provided to our neighbour regarding the 576 Brule Road application.

I am writing to state that I am surprised to read the statement on page one that, "As of time of writing, there were no neighbour concerns raised" when in fact there has been a number of communications made on the file since 2012. You do make mention of Mr. Naccarato's concern regarding fire protection in the most recent report, despite the statement on page one, but do not acknowledge the earlier correspondence regarding this application including the written submission from the Meligrana's dated August 8th, 2012.

While the items raised in my direct conversation and previous correspondence going back to 2012 regarding this application may not all be characterized as "concerns" so much as requests for clarity and communication, they nevertheless are a part of this file and should not be ignored in the documentation. Examples of this are attached but are not all inclusive.

Once again, to be clear, I am not stating opposition to this request for a notwithstanding clause for the four (4) lot severance, but I am asking for the official record to include the neighbours' ongoing requests for clarity and communication as to what is happening and that proper procedures and policies are followed.

To this end, I specifically request your assurance that the drawing included in the most recent official Council Report package accurately documents the resulting lots being considered in this application as it moves forward through the process on to the Committee of Adjustment. I am referring to the D. S. Urso Surveying Ltd. drawing indicating file #U-10711.

Thank you for your time.

Regards,

Todd Black

Todd Black
602 Brule Road
705-946-2381

From: Steve Turco [mailto:s.turco@cityssm.on.ca]
Sent: Tuesday, August 26, 2014 9:30 AM
To: Malcolm White
Cc: Rachel Tyczinski; black_t@vianet.ca
Subject: FW: Application A-24-12-Z.OP Steve and Pauline Fosberg

Hi Malcolm, Mr. Black would like to be notified of Council's decision regarding A24-12-Z.OP. This application will be going to Council on September 8, 2014. Thanks. Steve.

From: Todd Black [mailto:black_t@vianet.ca]
Sent: Monday, August 25, 2014 6:47 PM
To: Steve Turco
Cc: 'Todd'
Subject: Application A-24-12-Z.OP Steve and Pauline Fosberg

Mr. Turco;

Please take this email as my written submission regarding the above application.

I want to be kept advised as this application proceeds and ensure that all applicable procedures and policies are followed.

Please provide me notice if the proposed application is approved as well.

Regards,

Todd Black

602 Brule Road
P6A 0B5

705-946-2381

Malcolm White

From: Todd Black <black_t@vianet.ca>
Sent: Sunday, March 24, 2013 10:06 PM
To: Steve Turco; Peter Tonazzo
Cc: 'Peter Meligrana'; jnacc@shaw.ca; pea.lim@gmail.com; 'Reg and Heidi Silvano'; mflammia@hotmail.com; black_t@vianet.ca; mt.aikens@sympatico.ca
Subject: Application Number A-24-12-OP

Mr. Turco & Mr. Tonazzo;

Can you please tell us if there has been any change in the status of the Fosberg application or any related matters since last August?

This weekend there is activity on the land in question with some heavy equipment arriving. Admittedly, we have no way of knowing if this activity is related to the application or not.

We appreciate your previous assurances that the neighbours will be kept informed of any changes in the application status and made aware in advance if it is on any Council Meeting agendas.

Thank you for your time.

Sincerely,

Todd

Todd A. Black
602 Brule Road
Sault Ste. Marie, ON
P6A 5K8

Malcolm White

From: Richard DeLorenzi <rdelorenzi@saultlawyers.com>
Sent: Tuesday, October 15, 2013 3:27 PM
To: Don McConnell
Cc: kevin.bell@ssmpuc.com; andrew.hallett@ssmpuc.com; Peter Meligrana; jnacc@shaw.ca; pea.lim@gmail.com; mflammia@hotmail.com; black_t@vianet.ca; mt.aikens@sympatico.ca; stevefosberg@hotmail.com; Mary Spooner
Subject: 576 Brule Road Severence Application A-24-12-OP

Don

You will recall our clients Pauline and Stephen Fosberg filed an Application with the Committee of Adjustments in August of 2012 but the Application was adjourned as it was thought that the Crimson Ridge development was preparing a study to see the feasibility of looping the water main from Brule' south to East Dunrobin. It was thought that may give the Fosbergs added options.

There was also a neighbourhood concern and it was thought a meeting to discuss everything would be needed.

In speaking to PUC, it was suggested that we should wait for this study before meeting.

I followed up with PUC in February but they had no study at that point.

Since then, Crimson Ridge has built at least 2 homes and is advertising that the other property is available.

Can we please proceed with the neighbourhood meeting and get on with the severance application as it doesn't appear as though the Crimson Ridge project will have any effect on this application?

Can you arrange for a room at City Hall for the meeting?

Thanks

Richard

Richard DeLorenzi
O'Neill DeLorenzi Mendes
116 Spring Street
Sault Ste. Marie ON P6A 3A1
PH (705) 949-6901
FAX (705) 949-0618

Malcolm White

From: Steve Turco
Sent: Monday, September 08, 2014 10:38 AM
To: 'Edna Lim'
Cc: Malcolm White; Michelle Kelly; Rachel Tyczinski; Don McConnell
Subject: RE: application A-24-12-Z.OP

Hi Edna, To clarify, this application before Council is to amend the Official Plan to permit the severance. The policies of the Official Plan prohibit multiple lot severances and therefore an amendment to these policies are required. In addition, the application is seeking Council's approval to rezone the property to R1, Estate Residential. As we discussed, the purpose of rezoning the property to R1 is to reinforce the established lot standards in the area, and to preclude any agricultural uses from occurring on the proposed lots.

As indicated in the staff report, the future lot sizes will be similar to the abutting properties. However, each lot will require a small variance to the R1 (Estate Residential zone) frontage standard. The R1 frontage requirement is 45m, where the proposed lots will have a frontage of 44.56m. You are correct in that the map included in the report shows various frontages, yet our recommendation will be that the proposed lots maintain a frontage of 44.56m. This redistributes the lot frontage deficiency amongst all of the proposed lots, as opposed to one lot requiring a more significant variance.

The actual severance will occur through the Committee of Adjustment. The Committee of Adjustment is a committee appointed by Council to deal with severance applications and requests for minor deviations from the established standards of the Zoning By-law. As part of the severance application, a request to reduce the lot frontages to 44.56m will also be considered. Our recommendation will be to maintain the 44.56m lot frontages all five lots for the reasons outlined above. I hope this provides the clarification you were looking for, but If you would like additional information, please do not hesitate to contact me.

Thanks. Steve.

From: Edna Lim [mailto:pea.lim4@gmail.com]
Sent: Monday, September 08, 2014 10:01 AM
To: Steve Turco
Cc: Malcolm White; Michelle Kelly; Rachel Tyczinski
Subject: application A-24-12-Z.OP

September 8, 2014

Dear Mr. Turco,

We were invited by the city planning department in 2012 and 2014 to provide comments and concerns regarding the Fosberg application. We exercised that option on both occasions in an effort to better understand the proposal.

I do appreciate the time you spent speaking with me on Friday when I came by to see the application. I am, however, still confused as to whether application A-24-12-Z-OP submitted in 2014 and application A-24-12-OP submitted in 2012 are considered the same or different applications. In any case they occupy the same file folder and I feel that the letter to council should reflect that there were previous concerns raised in 2012 and that new comments have been received.

In addition, I would appreciate clarification with regards to information contained on page three of the report dated Sept 8, 2014 that :

1. the lots will be similar in size to the abutting properties and

2. a variance is required to permit frontages of approximately 44.6m on the proposed lots.

This description does not match the only drawing showing the proposed severed properties included in the file.

It is difficult to form an opinion without these necessary clarifications. It appears more information is required as well as an update/amendment to your report addressed to the Mayor and dated Sept 8, 2014. I do understand that the application coming before council this evening is seeking approval of the rezoning and variance and not the actual severance which is done by the adjustment committee; however, in terms of clarity I believe that the lot sizes proposed should be be provided to those concerned.

Thank you

Edna Lim and Peter Meligrana

Malcolm White

From: Steve Turco
Sent: Tuesday, September 02, 2014 2:52 PM
To: Malcolm White
Cc: Don McConnell
Subject: FW: written submission re application N.:A-24-12-Z.OP

Hi Malcolm, please include the following submission for the Fosberg Application (A-24-12-Z.OP). Thanks. Steve.

From: Edna Lim [mailto:pea.lim4@gmail.com]
Sent: Tuesday, September 02, 2014 2:15 PM
To: Steve Turco
Cc: Edna Lim
Subject: written submission re application N.:A-24-12-Z.OP

September 2, 2014

Steve Turco, Planner

99 Foster Drive

Sault Ste. Marie, Ontario

P6A 5X6

Re: 576 Brule Road

Application No.: A-24-12-Z.OP

Applicants: Pauline & Stephen Fosberg

Sent by email s.turco@cityssm.on.ca

Please confirm receipt

Dear Mr. Turco,

We are in receipt of the notice regarding the Fosberg application No.: A-24-12-Z.OP for 576 Brule Rd. Please consider this our written submission.

Please note that this is our second submission. The first one was made when the Fosbergs made an application for the severance/rezoning two years ago. At that time a commitment for a neighbourhood meeting was made by the applicants' lawyer but it never came to fruition.

I do appreciate you taking the time today to further explain the process and the application coming before Council on September 8, 2014. As we understand it, this application is seeking approval for an amendment to the official policy to change the zoning from RA to R1 which would restrict the agricultural use of the property but would still limit the construction to a single family dwelling. Secondly, the amendment allows for a four lot severance application to be made to the committee of adjustments – which the planning department is in agreement with as long as each lot is serviced when severed.

We did not receive any notice from the city regarding this application coming back before city council on August 11, 2014. We note there was an email circulated by Mr Delorenzi that we received via Mr Black, a few weeks prior to the meeting, however we were away at the time, and only in receipt of it upon our return at which point we had no opportunity to respond.

We did contact Ms. Kelly at our first opportunity. I believe she spoke with you about the lack of notification. Ms. Kelly did take the time to review some of the next steps and general procedures required by the applicants.

We see that the application will be available for review Friday September 5 during regular office hours followed by a public meeting on Monday. We note that this provides the public with very little opportunity to review the application.

We are eager to learn more about the potential impact of this application on our neighbourhood, rural land policy and development in the Sault.

Thank you for your time and consideration.

Peter Meligrana and Edna Lim

596 Brule Rd

Peter Meligrana & Edna Lim
596 Brule Rd
Sault Ste Marie, Ontario
P6A 5K8

Wednesday, August 8, 2012

Peter Tonazzo, MCIP, RPP
Planner
City of Sault Ste. Marie
99 Foster Dr.
Sault Ste. Marie, ON
P6A 5X6
Tel: 705.759.2780
Fax: 705.541.7165
p.tonazzo@cityssm.on.ca

Sent via email/ registered mail/ FAX

re: written submission to city of Sault Ste. marie regarding application # A-24-12-OP

Dear Mr Tonazzo,(or designate in the event of your absence)

This is to inform you that we are in receipt of the notice of application and public meeting for 576 Brule Rd (application # A-24-12-OP) as well as 418 Fourth Line West (application # A-26-12-Z.OP & 57T-12-501 for proposed date of August 13, 2012 @ 5:30PM.

As we are in the midst of summer I wonder, given the short notice and short time line to review the application, if it would be prudent to reschedule the date and time to September or October where we believe this will allow the best chance for all neighbours to review, respond and attend.

After reviewing the application as well as the subject property map for A-24-12-OP (576 Brule Rd) we respectfully submit the following questions/concerns to seek clarity and understand the process regarding the application submitted. They are as follows,

1. Does the municipality consider this an application for a land severance (i.e., consent) or a plan of subdivision? If it is not considered a plan of subdivision, please explain why. ***It is neither; it is an application seeking amendment to the Rural Area Policies of the Official Plan. The Rural area policies restrict the number of severances in the rural area to one severance per lot. Should Council approve a policy amendment for this specific property, the applicant can then seek a subsequent approval from the Committee of Adjustment, a committee appointed by Council to hear severance applications. It is not considered a plan of subdivision because there are no new municipal services being extended. The subject property abuts existing municipal services (i.e. sanitary and water) on Brule Road. In light of this, the applicant is intending on utilizing individual well and septic systems for the retained and three (3) of the proposed lots. Only one lot is proposed to connect to the existing services.***

2. Related to question #1 above, have the applicant's submitted information regarding their plan to divide land as enumerated in Section 51 (17) of the Ontario Planning Act? If so, can this

information be made available to the public? *These are requirements for an application for Draft Plan of Subdivision, which this not. Should Council approve the Official Plan Amendment, the applicant would then seek a severance application through the Committee of Adjustment. The requirements for a submission to the Committee for a severance application are outlined in O.Reg 197/96.*

3. Furthermore, will your assessment of this application be based on the criteria outlined in Section 51 (24) of the Ontario Planning Act? If so, we would like a copy of the report that considered these criteria (S.51(24)) as applied to this application. *A discussion of the Planning merits of the proposed severance is outlined in our staff report to Council. The general public can review the report on Thursday August 9 , 2012.*

4. Please explain the possible planning rationale for proposed Lot #4 being quite a bit narrower than the other proposed lots as well as many of the existing lots on the same side of the street? *Our recommendation is that the lot frontage deficiency of Lot #4 be evenly re-distributed amongst the all the proposed lots, so that each of the proposed lots (the retained and the severed lots) will have a frontage of approximately 44.5m.*

5. With respect to the remnant lot #5, what development controls will govern the location of the driveway, any residential dwelling units and accessory units. Specifically, will any land use controls provide for front, rear and side yard set-backs? Also what percentage of lot coverage by the dwelling unit is allowable for this lot? *The development would have to occur as per the zoning standards of the Rural Area zone, outlined in Zoning By-law 2005-150.*

6. Related to Question #4 above, is it possible for the city to impose development restriction on this lot as a condition of approving this consent/subdivision? If so, we would like an opportunity to suggest such conditions that would minimize any future development's impact on the use and enjoyment of our property. *You will need to elaborate on what your concerns are related to the development of the remnant parcel. As indicated above, the lot can be developed in accordance to the Rural Area zoning standards set out in Zoning By-law 2005-150.*

7. Please provide us with the page or section references to the City's Official Plan regarding land severance policies, policies concerning lot creation in rural areas, and any other related policies. *The Rural Area policy section of the Plan provide direction of the type of development that can occur in rural areas of the community.*

8. Where on the map is the 5% parkland dedication as required under the Ontario Planning Act? *This will be determined through the Committee of Adjustment severance application. In most instances, when dealing with a severance, the City requests 5% cash-in-lieu of parkland dedication.*

9. Is there a land division committee that deals with severances/subdivisions? If so, please provide use with the names and address of the members of this committee. *For more information on the Committee of Adjustment, please contact Michelle Kelly, Secretary Treasurer at 705-759-5411.*

10. Please provide us with any reports/recommendations that you may be providing to city council for review at the August 13 meeting regarding the application. *The report will be available Thursday August 9, 2012.*

Thank you for your time and consideration. Looking forward to your prompt response given the short time interval from the reports release date of August 8 and the meeting date of August 13, 2012.

Sincerely

Peter Meligrana & Edna Lim

pmeligrana@gmail.com

pea.lim4@gmail.com

cc S. Turco (s.turco@cityssm.on.ca), P. Schinners (p.schinners@cityssm.on.ca)

COUNCIL REPORT

September 8, 2014

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

AUTHOR: **Peter Tonazzo, MCIP, RPP**

DEPARTMENT: **Engineering and Planning Department**

RE: **843 Great Northern Road – A-15-14-Z.OP**

PURPOSE

On August 11, 2014 City Council approved a Rezoning to permit the construction of an auto body repair establishment; however, an Official Plan Amendment by way of a notwithstanding clause to the Commercial Policies of the Official Plan is also required.

PROPOSED CHANGE

The applicants, Plumm Investments Inc. & Mar-Li Investments Inc. are requesting an Official Plan Amendment by way of a notwithstanding clause to the Commercial Policies contained in the Official Plan to permit an auto body repair establishment.

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 land
- Owner – Plumm Investments Inc.

BACKGROUND

The application was originally filed and circulated as a rezoning, however it was subsequently determined that an Official Plan Amendment was also required.

On August 11, 2014 Council approved the application in principle, passing the following resolution:

"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.
3. And that the Legal Department be requested to prepare the necessary by-laws to this effect."

An Official Plan Amendment application has been circulated.

ANALYSIS

Conformity with the Official Plan

The subject property is designated 'Commercial' on Land Use Schedule 'C' of the Official Plan.

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.

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

Correspondence resulting from the recirculation of this application was consistent with that of the original circulation.

IMPACT
Approval of this application will not result in significant financial impacts. municipality.

STRATEGIC PLAN
Approval of this application is not related to any activity defined in the City's Corporate Strategic Plan.

RECOMMENDATION
Resolved that the report of the Planner, dated 2014 09 08 concerning Application A-15-14-Z-OP be received and the recommendation that Official Plan Amendment #207 be approved.

The associated Rezoning, and Official Plan Amendment by-laws appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,

Peter Tonazzo, MCIP, RPP
Planner

Recommended for approval,

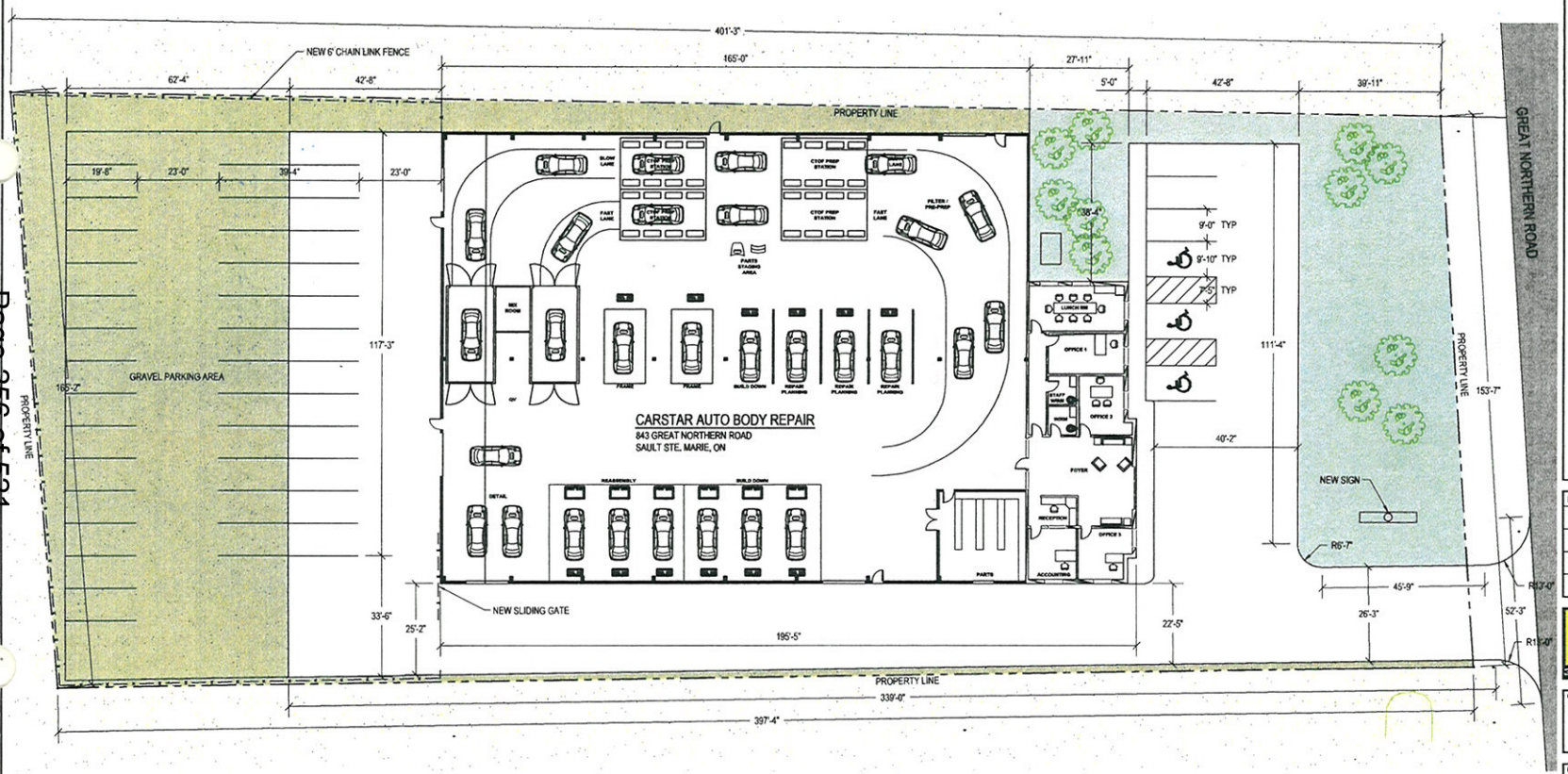
Donald B. McConnell, MCIP, RPP
Planning Director

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"

ENGINEERS SEAL

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	DATE DRAWN
AE	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

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

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

AMENDMENT NO. 207
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 Commercial Policies of the Plan.

LOCATION

LT 4 RCP H744 Tarentorus; Sault Ste. Marie; Together with an easement over PTS 1 & 2 1R12242 as in AL 109927 located approximately 145m (476") south of Third Line East, civic no. 843 Great Northern Road.

BASIS

This Amendment is necessary in view of a request to locate an auto body repair establishment upon the subject property.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

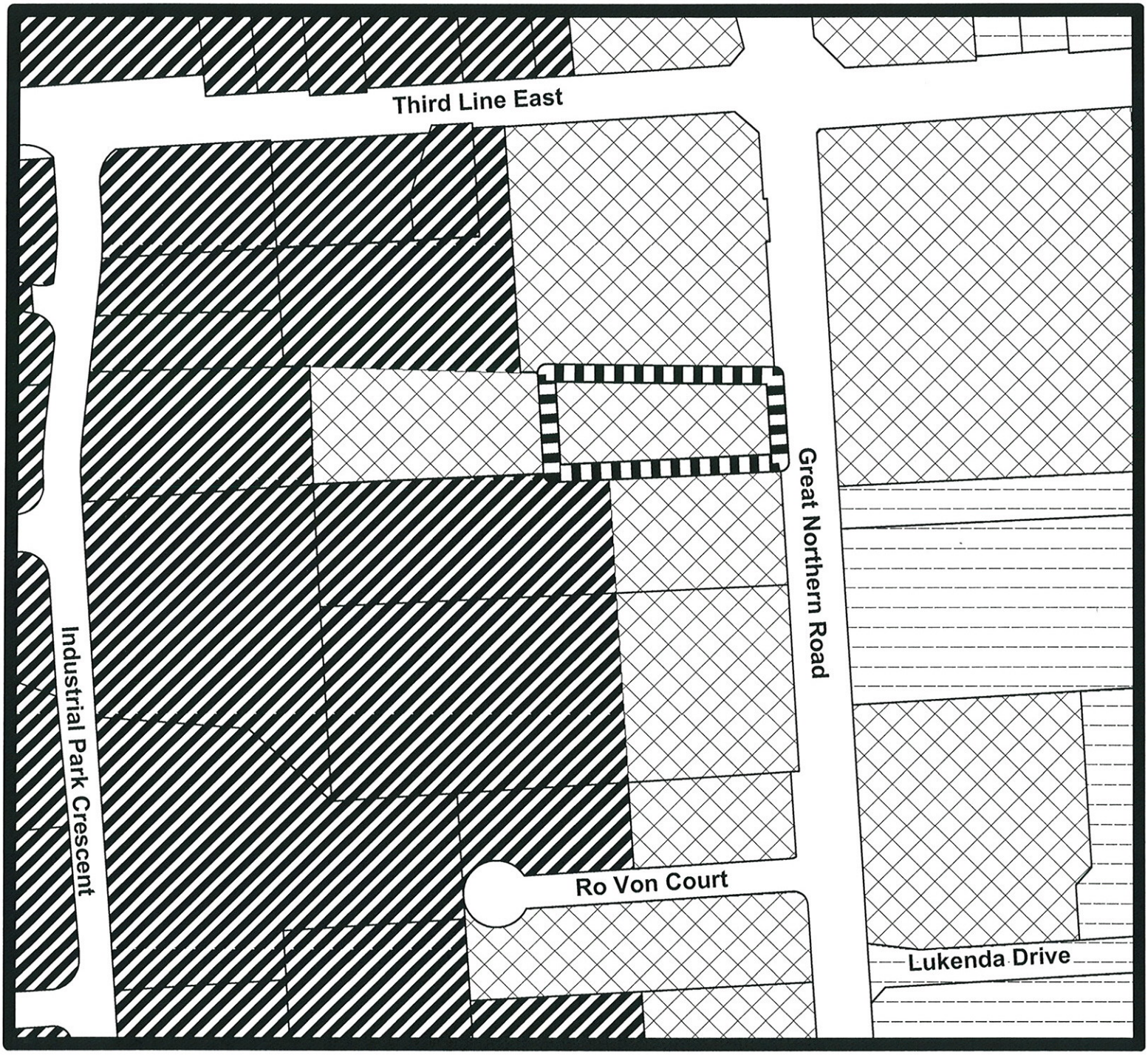
The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

"Special Exceptions"

140. Notwithstanding the Commercial policies of the Official Plan, LT 4 RCP H744 Tarentorus; Sault Ste. Marie; Together with an easement over PTS 1 & 2 1R12242 as in AL 109927 located approximately 145m (476") south of Third Line East, civic no. 843 Great Northern Road., may be utilized as an auto body repair establishment, given the high level of design and landscaping envisioned.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.



OFFICAL PLAN MAP

843 GREAT NORTHERN ROAD

Planning Application: A-15-14-Z-OP

Legend

Subject Property = 843 Great Northern Road

Official Plan Land Use

Land_Use_Designation

- Commercial
- Institutional
- Industrial

OFFICIAL PLAN AMENDMENT NUMBER

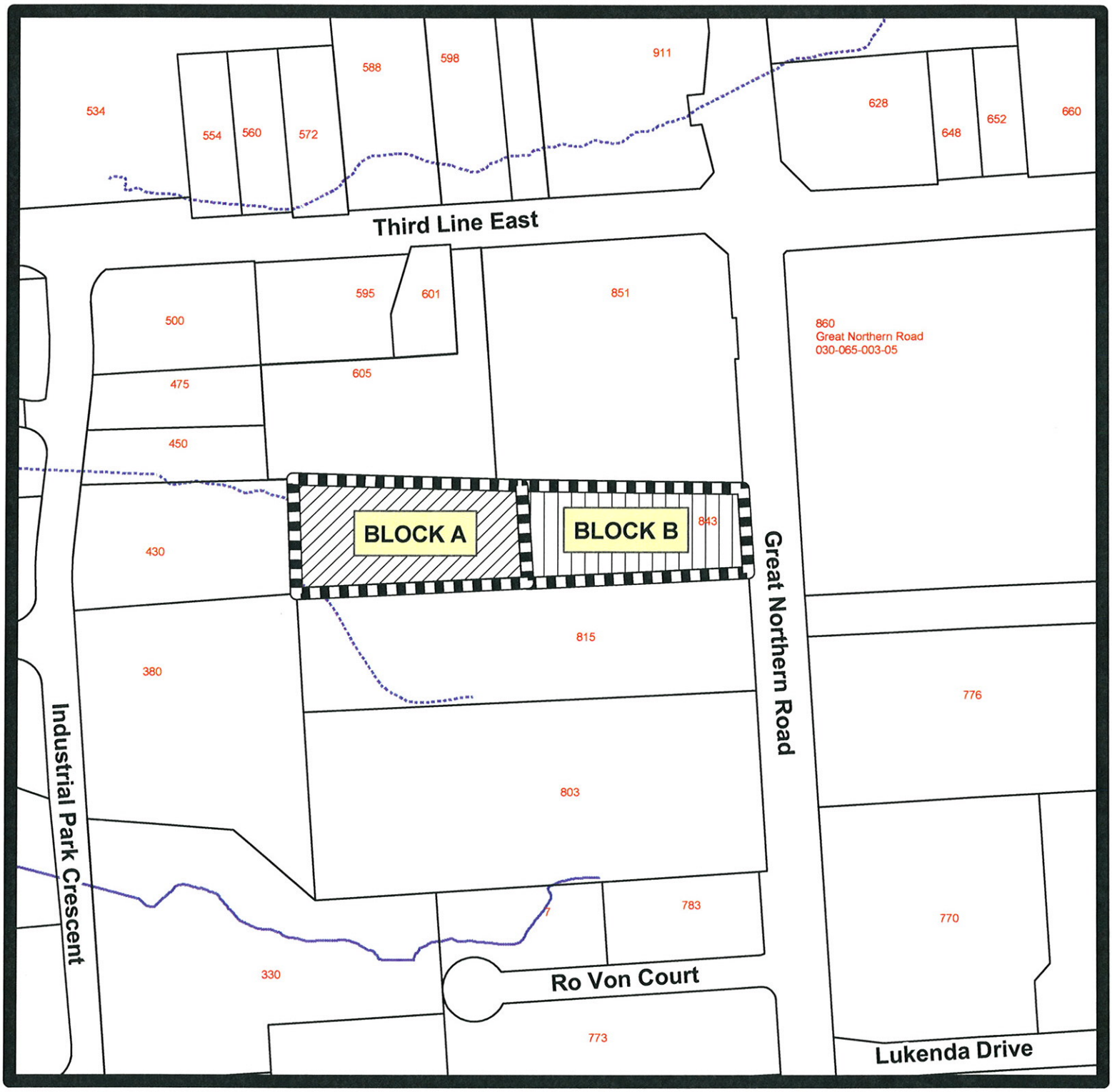
207

METRIC SCALE
1 : 3000

ROLL NUMBER
030-062-047-00

MAP NUMBERS
98 & 1-112

MAIL LABEL ID
A-15-14-Z



SUBJECT PROPERTY MAP

843 GREAT NORTHERN ROAD

Planning Application: A-15-14-Z-OP

METRIC SCALE
1 : 3000

ROLL NUMBER
030-062-047-00

MAP NUMBERS
98 & 1-112

MAIL LABEL ID
A-15-14-Z

Legend

BLOCK A - SPECIAL EXCEPTION S-304

BLOCK B - SPECIAL EXCEPTION S-304

COUNCIL REPORT

September 8, 2014

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

AUTHOR: **Steve Turco, MCIP, RPP**

DEPARTMENT: **Engineering and Planning Department**

RE: **25 Eastern Avenue – A-16-14-Z**

PURPOSE

The applicant is seeking to rezone the subject property to allow a duplex dwelling.

PROPOSED CHANGE

The applicant, Gerald Hodgson is requesting to rezone the subject property from "R2" (Single Detached Residential Zone) to "R2.S" (Single Detached Residential Zone, with a Special Exception) to permit a duplex dwelling.

Subject Property:

- Location – Southeast side of Eastern Avenue, approximately 150 metres east of Boundary Road. Civic No. 25 Eastern Avenue.
- Size – 18.6m (61') frontage, 60.96m (200') depth, 1,133m^2 (12,200ft^2) area.
- Present Use – Single detached dwelling
- Owner – Gerald Hodgson

BACKGROUND

The applicant recently constructed a single detached dwelling unit and is seeking to convert the basement into a two bedroom dwelling unit. The applicant is requesting Council's approval to rezone the subject property to permit a duplex dwelling.

ANALYSIS

Conformity with the Official Plan

The subject property is designated 'Residential' on Land Use Schedule 'C' of the Official Plan, therefore, an amendment to the Official Plan is not required. In addition, the following Residential policies support the applicants' request, specifically:

> R.3 Medium density residential dwellings may be integrated into low density areas subject to a rezoning.
>
> R.4 Small scale intensification may be permitted in all residential areas unless adequate supporting infrastructure is not available or significant physical constraints exist.

The Official Plan notes that 'small scale intensification' includes among other things, apartments in houses. As well, the subject property has access to full municipal services and there are no significant physical constraints to permitting an additional dwelling unit.

Comments

The subject property is zoned "R2" (Single Detached Zone), which permits a single-detached dwelling. To permit the basement apartment, a special exception zoning will be required.

Given the policies of the Official Plan, rezoning the subject property to permit a basement dwelling is supported. As well, the character of the property from the street will be unchanged, and will be consistent with the single-detached residential character of the neighbourhood.

In addition, the subject property can accommodate the required parking required for two residential dwelling units. For a duplex dwelling, three parking spaces are required. One of the parking spaces can be accommodated within the existing garage. Another two stacked parking spaces (one car parked immediately behind another) can be accommodated on the driveway which runs along the southwesterly side of the garage. Although the space exists for two stacked parking spaces, a special exception will be required as stacked spaces are only permitted in commercial areas for the purpose of drive through and employee parking.

It should also be noted that a number of similar applications have been heard and approved by Council and that the establishment of second units is supported, where appropriate, by the 2014 Provincial Policy Statement (PPS). The PPS encourages municipalities to promote opportunities for intensification where this can be accommodated.

Consultation
The following departments/agencies commented on the application as part of the consultation process:

- No objections/comments – Engineering Department, PWT, Municipal Heritage Committee, EDC, PUC Services, Fire Services, Conservation Authority

Building has commented that the all Building Code provisions must be met to support the establishment of the basement unit. As well, the Accessibility Advisory Committee questioned whether a separate entrance will be provided. A separate entrance will be provided on the southwesterly side of the building.

At time of writing, staff has not received any comments or concerns from neighbouring properties.

IMPACT
There are no significant impacts on municipal services or finances as a result of this application.

STRATEGIC PLAN
Approval of this application is not related to any activity identified in the City's Corporate Strategic Plan.

RECOMMENDATION
Resolved that the report of the Planning Division, dated 2014 09 08, concerning Application A-16-14-Z be received, and that Council approve the application, subject to the following:

1. That the subject property be rezoned from "R2" (Single Detached Residential Zone) to "R2.S" (Single Detached Residential Zone, with a special exception) to permit a duplex dwelling; and,
2. That the required parking spaces be stacked.

Respectfully submitted,

Steve Turco, MCIP, RPP
Planner

Recommended for approval,

Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,

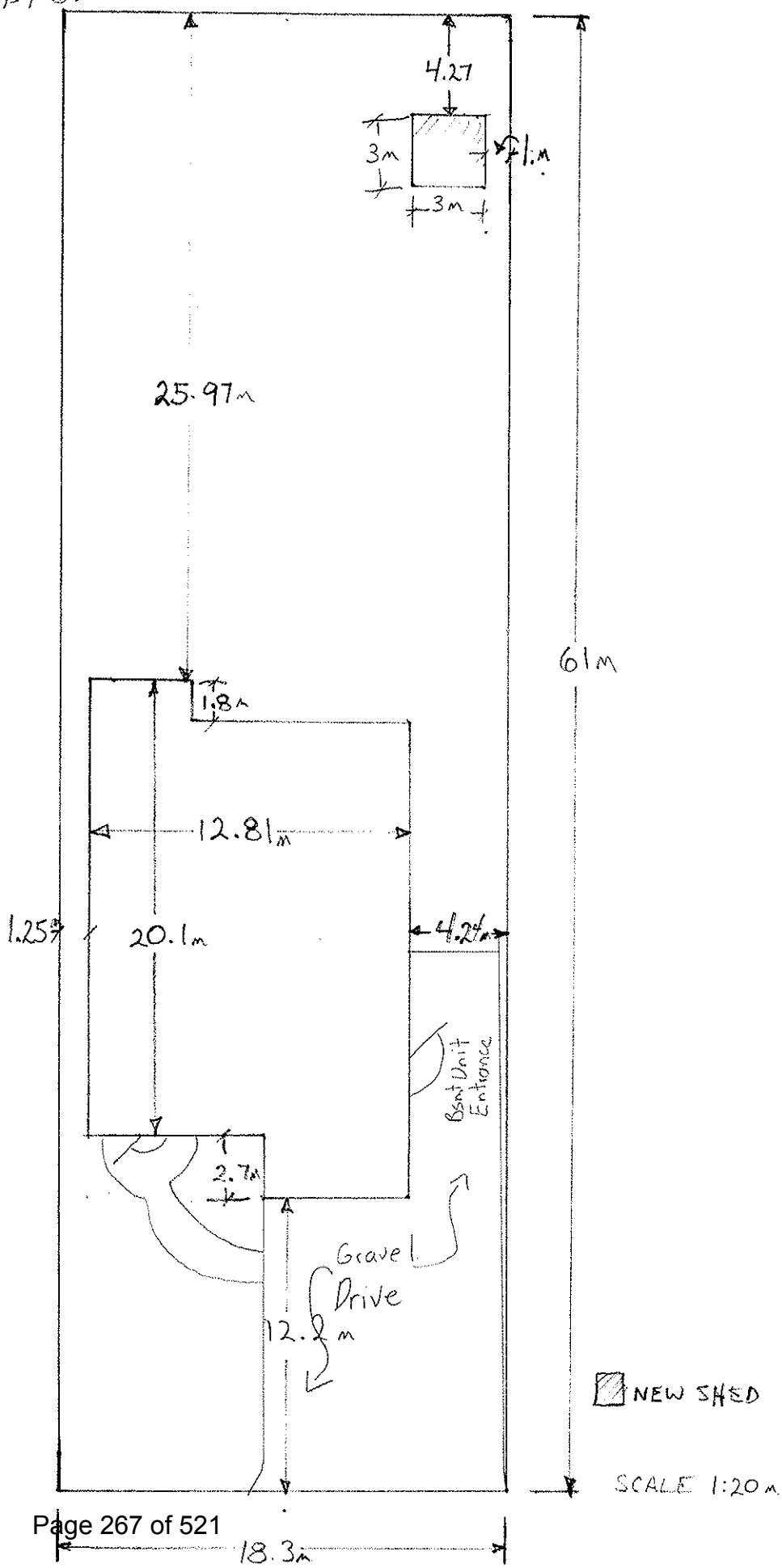


Jerry Dolcetti, RPP
Commissioner Engineering & Planning

ST:ps

Attachment(s)

JE 24 HODGSON 25 EAST RN AVE
705-759-9162





2012 ORTHO PHOTO

25 EASTERN AVENUE

Planning Application: A-16-14-Z

METRIC SCALE
1 : 1500

ROLL NUMBER
010-045-031-00

Legend

Subject Property = 25 Eastern Avenue

MAP NUMBERS
23 & 1-23



SUBJECT PROPERTY MAP

25 EASTERN AVENUE

Planning Application: A-16-14-Z

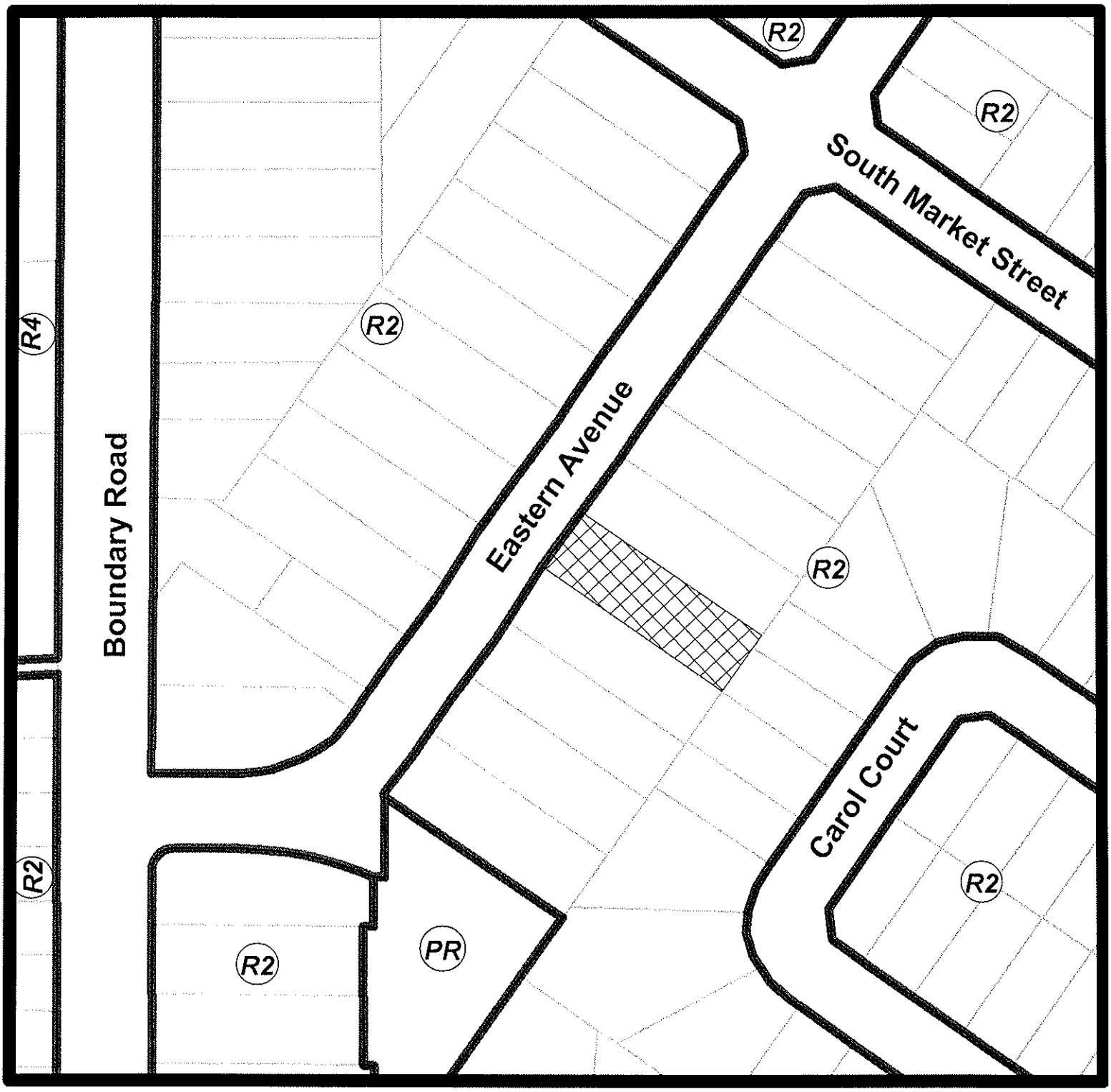
METRIC SCALE
1 : 1500

ROLL NUMBER
010-045-031-00

Legend

Subject Property = 25 Eastern Avenue

MAP NUMBERS
23 & 1-23



EXISTING ZONING MAP

25 EASTERN AVENUE

Planning Application: A-16-14-Z

Subject Property = 25 Eastern Avenue

R2 - Single Detached Residential Zone; R2hp

R4 - Medium Density Residential Zone

PR - Parks and Recreation Zone

METRIC SCALE
1 : 1500

ROLL NUMBER
010-045-031-00

MAP NUMBERS
23 & 1-23

COUNCIL REPORT

September 8, 2014

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

AUTHOR: **Peter Tonazzo, MCIP, RPP**

DEPARTMENT: **Engineering and Planning Department**

RE: **115 Northern Avenue East – A-17-14-Z.OP**

PURPOSE

The applicant is seeking a Rezoning and Official Plan Amendment in order to facilitate the relocation of a restoration and remediation contractor to the subject property.

PROPOSED CHANGE

The applicant, 1188004 Ont. Inc. is requesting an Official Plan Amendment by way of a notwithstanding clause to the Commercial policies of the Official Plan, to permit a restoration and remediation contractor to operate from the subject property. The applicant is also seeking a Rezoning from "C4" (General Commercial Zone) to "C4.S" (General Commercial Zone with a Special Exception) to permit a restoration and remediation contractor's yard in addition to the uses permitted within the General Commercial Zone.

Subject Property:

- Location – Located on the south side of Northern Avenue, approximately 38m west of its intersection with Grand Boulevard.
- Size – 71m (233') frontage by 69m (225') depth totalling 0.49ha (1.2acres).
- Present Use – 115A – formerly Sears Dealership
  115B – Car Dealership
- Owner – 1188004 Inc.

BACKGROUND

In 1999 Council denied an application to permit the subject property to be utilized as a bingo hall. In 2004 Council approved an application to rezone the property from 'Industrial Park' to 'General Business', in order to provide flexibility in attracting commercial uses.

ANALYSIS

Conformity with the Official Plan

The subject property is designated 'Commercial' on Land Use Schedule 'C' of the Official Plan. The applicant's proposal to relocate Paul Davis Systems, a building restoration and remediation contractor to the subject property, does not meet the commercial policies contained within the Official Plan. Consequently, an Official Plan Amendment by way of a notwithstanding clause to the commercial policies is required.

Comments

The Applicant, Tony Porco (1188004 Ont. Inc.) recently purchased the subject property with the intention of relocating Pileria's Interiors to the western portion of the existing building, and Paul Davis Systems to the eastern part of the building. Pileria's Interiors Ltd. is a home furnishings store, which is permitted under the current General Commercial (C4) Zoning; therefore, this report will focus on the proposal to locate Paul Davis Systems, a building restoration and remediation contractor to the subject property.

Paul Davis Systems is a building restoration and remediation contractor with numerous locations throughout Canada. The local office currently occupies space at 677 Macdonald Avenue. According to the company's website, they specialize in a wide range of building restoration and remediation, including fire/smoke damage, flooding and mould removal.

The Zoning By-law defines contractor's yards in two ways. First, contractor's yards are *'establishments primarily engaged in activities generally needed in the construction of buildings and structures. The activities performed may include new construction, additions, alterations, maintenance and repairs'.* Contractor's yards supporting heavy and civil engineering construction are defined separately as *'establishments primarily engaged in activities needed in the construction of large-scale projects, including but not limited to the construction of roads, utilities, and any other large scale construction projects.'* In this case, Paul Davis Systems is defined as a Contractor's Yard, and permitted within the Light, Medium and Heavy Industrial (M1, M2 & M3) Zones. It is recognized that not all 'contractor's yards' and contracting businesses are alike, especially as it relates to impacts such as noise, dust, odour, traffic and aesthetics. For example, from a land use perspective, landscape contractors tend to include stockpiles of material, heavy equipment and significant outdoor storage, whereas plumbing or

electrical contractors may not have any outdoor storage or heavy equipment associated with the use. There is a great deal of variety in terms of the size, scope and offsite impacts associated with different types of contractor's yards. Although contractor's yards are broadly defined, and only permitted in Industrial Zones, in some instances it is appropriate to review proposals on a case-by-case basis through the rezoning process, which includes staff review, neighbourhood notice and Council approval.

With regards to this particular proposal, building restoration and remediation contractors tend to have minimal off-site impacts such as noise, dust, odour, vibration and aesthetics with some outdoor storage of materials and equipment.

According to the Manager of Paul Davis Systems, there is very little outdoor storage associated with the use, beyond that of a 16' enclosed trailer. The company has 6 vehicles in total, which are brought home by employees during non-business hours. The interior of the building will consist of office space, a small showroom where clients can choose various items such as flooring and trim. The rear of the interior will consist of a small shop, primarily utilized for storing equipment. While cleaning services are currently contracted out, there is the potential for some washing and drying activities to occur on-site, which is similar to other restoration and remediation contractors. The drying equipment would be vented outside, however it is anticipated that such venting would be similar in impact to that of a residential clothes dryer. Planning has confirmed with Ministry of the Environment staff that Environmental Compliance Approvals are not required for the washer or dryer, if they are to be part of the use.

As per the site plan attached, the applicant is proposing very few modifications to the site. The existing building footprint will remain the same; however a number of façade improvements are currently underway. In addition, the applicant is proposing to expand the existing fenced compound area behind the building. Given the abutting residences to the south and clear sightlines from Grand Blvd., it is recommended that as a condition of approval, the compound area be 100% visually screened on all sides. There is an existing visually solid fence along the rear lot line, although various portions appear to be in need of some improvement. If Council approves this application, planning staff will work with the applicant and abutting neighbours to determine how to best address visual screening along the rear lot line. Such matters can be implemented through Site Plan Control.

Currently there exists virtually no landscaping upon the subject property. The applicant is proposing to incorporate a small landscaped area upon the northeast corner of the subject property. The landscaping provisions within the zoning by-law require that at least 50% of the required front yard be landscaped. Adhering to the landscaping requirements would be very difficult, given the existing layout of the site. This coupled with the current lack of landscaping make it appropriate

to reduce the landscaping requirements to 0, subject to the Planning Director's approval of a landscape plan as part of the Site Plan Control process. It is noted that plantings along the front wall of the building may serve to improve the overall landscaping of the site.

Consultation
The following departments/agencies commented on the application as part of the consultation process:

- No objections/comments – Building Division, CSD, Municipal Heritage Committee, PWT, EDC, Fire Services, Conservation Authority, Engineering Department

There were no comments or objections received from those departments and agencies that were circulated as part of the processing of this application.

Up to the drafting of this report, there have been no formal comments received from neighbours. Planning staff have had informal discussions with 2 neighbours; however upon receiving further information they had no objection to the application.

SUMMARY
This proposal represents an appropriate reuse of this existing commercial building. It is recognized that the broad definition of contractor's yards does not necessarily consider the variation and differing levels of off-site impacts associated with the wide variety of contractor's yards. Although such uses have been traditionally considered as industrial, it is appropriate to review specific applications on a case by case basis. In this case, experience has shown that restoration and remediation contractors tend to operate with minimal off-site impacts, however, it is still recommended that as a condition of approval, the compound area be appropriately screened, to protect abutting residents behind the subject property and maintain an aesthetically pleasing commercial streetscape. The applicant has indicated that he is willing to comply with this condition, which can be implemented through the use of site plan control, which already exists upon the subject property.

IMPACT
Approval of this application will not impact municipal finances.

STRATEGIC PLAN
Approval of this application is not linked to any specific policies contained within the City's Corporate Strategic Plan.

RECOMMENDATION
Resolved that the report of the Planner, dated 2014 09 08 concerning Application A-17-14-Z.OP be received and that Council approve the application in the following manner:

1. That Council approves Official Plan Amendment No. 208 by way of a notwithstanding clause to the commercial policies within the OP, to permit a Building Restoration and Remediation Contractor to operate from the subject property.
2. That Council rezones the subject property from General Commercial Zone (C4) to General Commercial Zone with a Special Exception to permit a Contractor's Yard specializing in building restoration and remediation to operate from the subject property, in addition to those uses permitted in the C4 Zone, subject to the following special provisions:
    a. That all outdoor storage of goods, materials and equipment, excluding operable vehicles, in association with the contractor's yard be 100% visually screened.
    b. That the landscaping requirements be reduced to 0% of the required front yard.

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)



Property Type: multi-tenanted commercial for 100% of the total land area

Location: Legally described as PLAN 51145 PT LOT 1 PLAN 1R-10404 PART 2

- Roll Number(s): 576103005312901
- PIN Number: 315640066

Zoning: GENERAL COMMERCIAL ZONE (C4)

SUBJECT PROPERTY = 115 NORTHERN AVENUE
SUBJECT PROPERTY = +/- 58,700 SQ. FT.
GROSS BUILDING AREA (EXISTING) = +/- 12,720 SQ. FT.
PILERIA'S INTERIORS = +/- 9,040 SQ. FT.
PAUL DAVIES RESTORATIONS = +/- 3,680 SQ. FT.

MGP ARCHITECTS ENGINEER INC.
123 east street, sault ste. marie
P6A 3C7 ontario
tel. 705.942.9494 fax. 705.942.7454

Certificate of Practice No. 3856

115 NORTHERN AVE
PILERIA INTERIOR
PAUL DAVIES
SAULT STE MARIE

SITE CONTEXT PLAN

scale	NTS
pic	HAP
design	HAP
drawn	HAP
date	JULY 2014
plotted	12 Aug 2014
printed	

number
14064

A1.0

Page 278 of 321

AMENDMENT NO. 208
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 Commercial Policies of the Plan.

LOCATION

PLAN 51145 LOT 1 PT RP 1R10404 Part 2, located on the south side of Northern Avenue East, approximately 38m west of its intersection with Grand Blvd., civic no. 115 A&B Northern Avenue East.

BASIS

This Amendment is necessary in view of a request to locate a Building Restoration and Remediation Contractors Yard upon the subject property.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

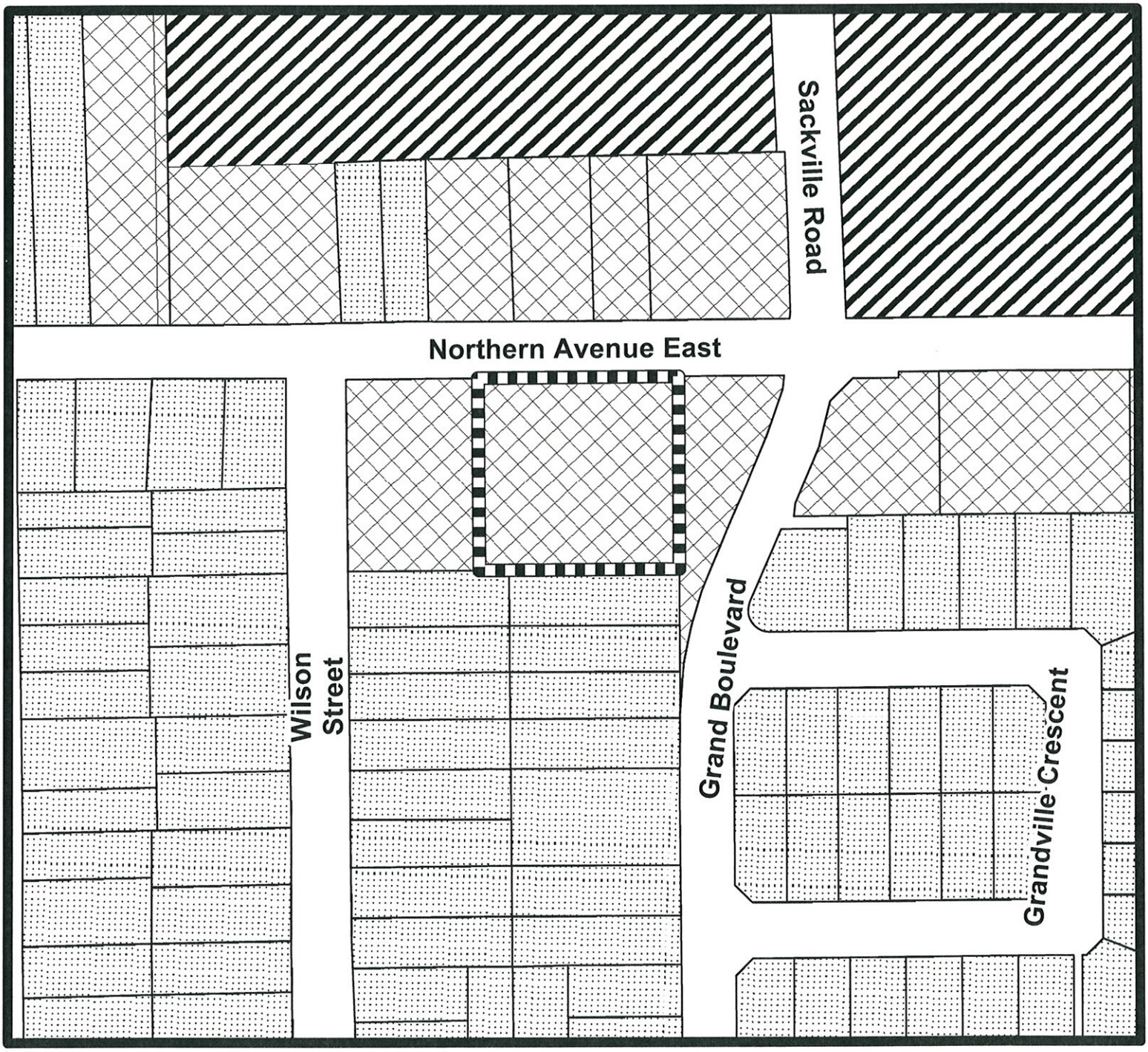
The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

"Special Exceptions"

141. Notwithstanding the Commercial policies of the Official Plan, PLAN 51145 LOT 1 PT RP 1R10404 Part 2, located on the south side of Northern Avenue, approximately 38m west of its intersection with Grand Blvd., civic no. 115 A&B Northern Avenue East may be utilized as a Building Restoration and Remediation Contractors Yard.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.



OFFICIAL PLAN LAND USE MAP

SCHEDULE "C"

APPLICATION A-17-14-Z-OP

115 Northern Avenue East

Subject Property = 115 Northern Avenue

OFFICIAL PLAN LAND USE

Land_Use_Designation

- Residential
- Commercial
- Industrial

OFFICIAL PLAN AMENDMENT NUMBER

208

METRIC SCALE
1 :1,000

ROLL NUMBER
030-053-129-01

MAP REFERENCE
60 & 1-60



2012 ORTHO PHOTO

APPLICATION A-17-14-Z-OP

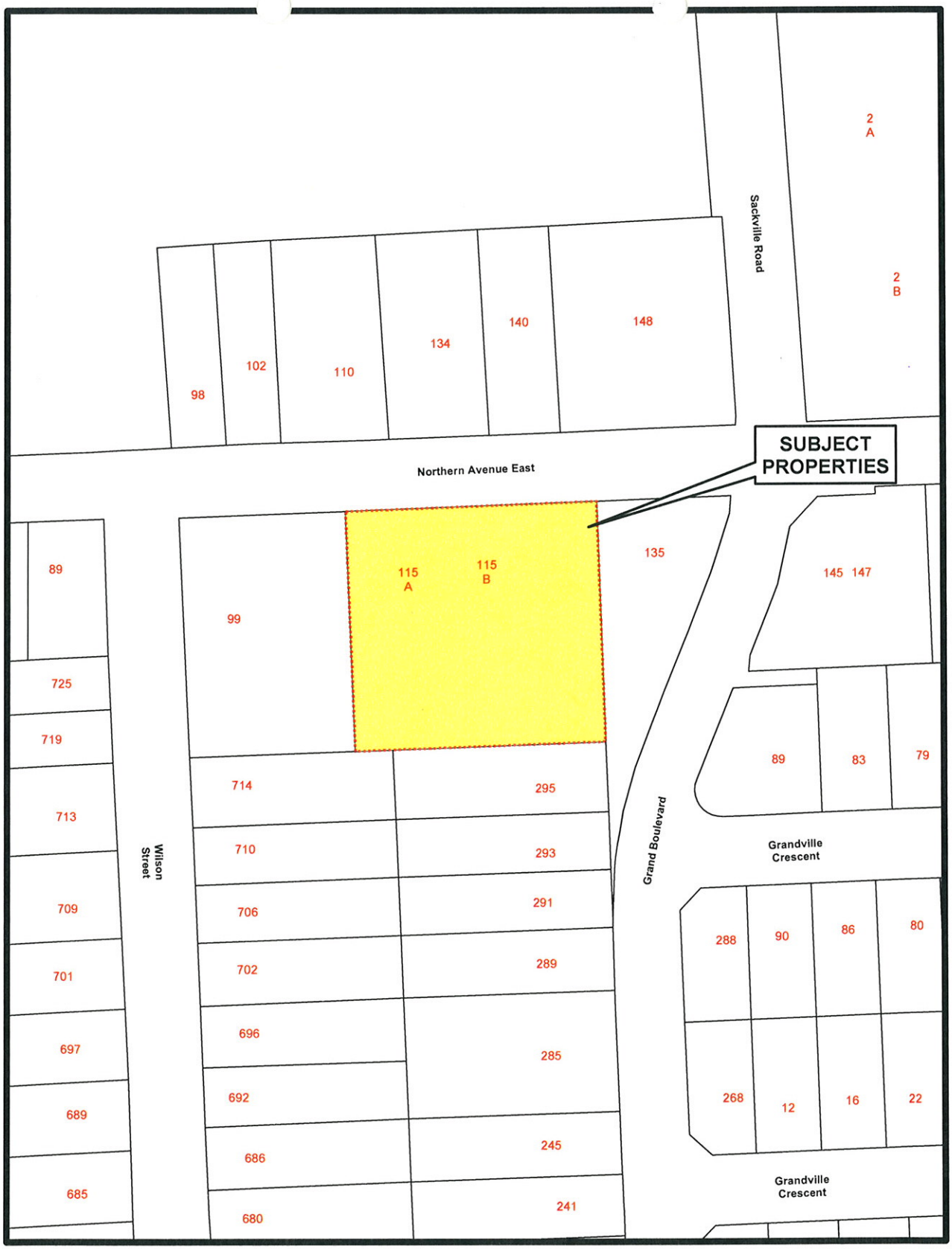
115 Northern Avenue East - Roll No. 030 053 129 01 0000

Subject Property - 115 Northern Avenue

METRIC SCALE
1 :1,000

MAP REFERENCE
60 & 1-60

MAIL LABEL ID
A-17-14-Z-OP



SUBJECT PROPERTY MAP

APPLICATION A-17-14-Z-OP

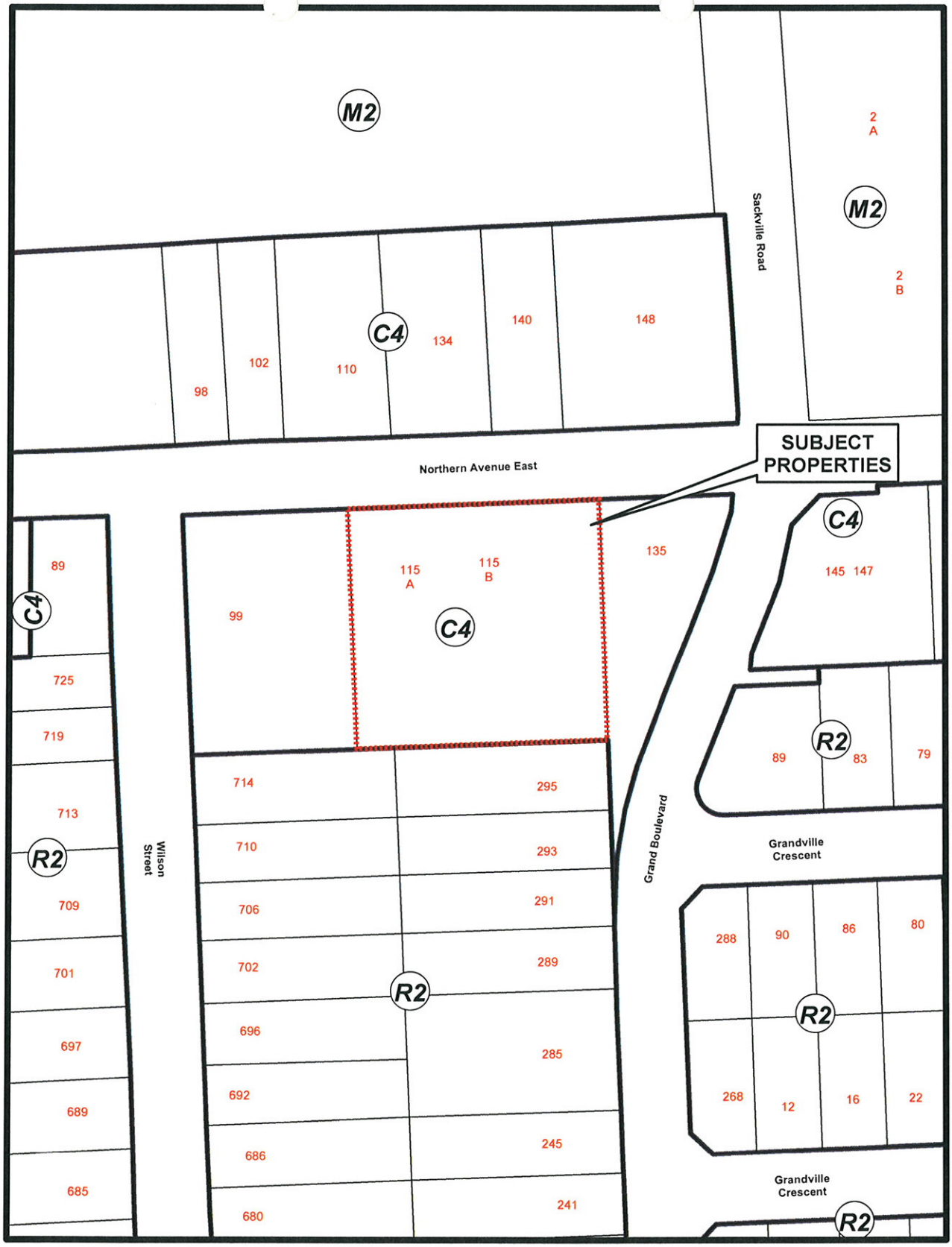
115 Northern Avenue East - Roll No. 030 053 129 01 0000

Subject Property - 115 Northern Avenue

METRIC SCALE
1 :1,000

MAP REFERENCE
60 & 1-60

MAIL LABEL ID
A-17-14-Z-OP



2012 ORTHO PHOTO

APPLICATION A-17-14-Z-OP

115 Northern Avenue East - Roll No. 030 053 129 01 0000

Subject Property - 115 Northern Avenue

C4 - General Commercial Zone

R2 - Single Detached Residential Zone; R2hp

METRIC SCALE
1 :1,000

MAP REFERENCE
60 & 1-60

MAIL LABEL ID
A-17-14-Z-OP

September 8, 2014

To: SSMEDC Board of Directors

From: Tom Dodds, CEO, Sault Ste. Marie Economic Development Corporation

Re: EDF Request – Invest Sault Ste. Marie (I-SSM)

Please find enclosed an application for Economic Diversification Funds (EDF) for Invest Sault Ste. Marie, a three year program to enhance local economic development capacity and performance in key sectors.

PROJECT DESCRIPTION

The Invest Sault Ste. Marie initiative focuses on developing a solid foundation towards creating opportunities for local business; and, enhancing investment attraction programming for the community. The purpose of the funding is to develop a competitive position for Sault Ste. Marie to attract direct investment and to enable local businesses and industries to be more competitive.

BACKGROUND

In the three period from 2008-2010, the economy in Sault Ste. Marie continued to progress despite the economic turmoil worldwide. During this period, over $1 Billion in private and public sector investment was committed to the Sault area. This success is attributable in part to the focused efforts of the Sault Ste. Marie Economic Development Corporation and more importantly funding received from FedNor, NOHFC and City of Sault Ste. Marie to market the Sault over the 2006-2009 period. This support ended in 2009.

Building on the success of these past activities, the financial support will enable our community to market and promote local businesses in their growth and development efforts outside of the community.

RECOMMENDATION

As this project is consistent with EDF Criteria and its outcomes will have positive impacts on the community as a whole; the Board of Directors of the Sault Ste. Marie Economic Development Corporation recommends that City Council support this initiative in the amount of $100,000.

Respectfully submitted,



Tom Dodds, CEO

99 Foster Drive. Level Three. Sault Ste. Marie, Ontario. Canada. P6A 5X6. Tel: 705.759.5432. 1.800.461.6020. Fax: 705.759.2185
info@ssmedc.ca . www.sault-canada.com

Sault Ste. Marie Economic Development Fund
Invest Sault Ste. Marie
September 2014

1. Applicant Information

1.1. Legal name of business/organization

Sault Ste. Marie Economic Development Corporation
Civic Centre, 99 Foster Drive, First Level
Sault Ste. Marie, Ontario P6A 5X6

SSMEDC Mission

To support the sustainable growth and 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

Corporate Structure

SSMEDC has a Board of Directors that includes a member of City Council and the Mayor (ex-officio) along with individuals who represent the public, private and non-profit sectors. The volunteer Board provides the Corporation with strategic direction, which is hen undertaken by the staff team.

1.2. Names of Officers, Directors & Principals

Don Mitchell,	President
Robert Reid,	Vice President
Greg Punch,	Past President
Lori Naccarato-Sarlo,	Treasurer
Donna Hilsinger,	Secretary
Christiane Husemann	
Albert Giommi	
Geoff Meakin	
Michael Moore	
Gregory A. Peres	
Terry Rainone	
Brian Robertson	
Brian Watkins	
Kevin Wyer	
Mayor Debbie Amaroso,	*Ex Officio*

1.3. History of Organization

The Sault Ste. Marie Economic Development Corporation (SSMEDC) was incorporated as an independent, not for share capital (non-profit) legal entity in 1986. This incorporation marked an evolution of the previous Economic Development Commission and allowed for a not for profit organization to engage in economic development activities with primary financial support from the City of Sault Ste. Marie as well as federal, provincial, and private partners. 2012 marked the 25th anniversary of the SSMEDC, which has evolved and grown in its leadership role in community economic development initiatives. The Corporation status as a not-for-profit corporation, arms-length from the City, enables it to undertake economic development activities and initiatives that might not otherwise be possible through the City of Sault Ste. Marie. Collaboration and cooperation with City Council and staff continues to be critical to its progress and success.

1.4. Organization mandate

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.

1.5. Key contact for initiative

Daniel Hollingsworth
Acting Executive Director, Business Sault Ste. Marie
705-759-5428
d.hollingsworth@ssmedc.ca

1.6. Contributing partners

Request for financial assistance will be made to both FedNor Industry Canada and the Province of Ontario to support this project.

1.7. References

N/A

2. Project Information

2.1. Project description

Investment Sault Ste. Marie (I-SSM) is a three year program to enhance economic development capacity and performance in key sectors. The program focus is two pronged: developing a solid foundation towards creating opportunities for local business; and, enhancing investment attraction programming for the community.

This initiative represents an incremental increase in the Sault Ste. Marie Economic Development Corporation's (SSMEDC) economic development activities. The initiative recognizes that the community and its businesses are competing globally. This initiative is proposed to help ensure that the city is well-positioned to attract investment and increase trade opportunities for local companies.

Historically, the Sault Ste. Marie Economic Development Corporation had the financial resources to undertake similar programs. Building on the success of the Industrial Investment Attraction Partnership Program that was supported through the City, the Federal government and the Province of Ontario, this support will enable our community to market and promote local businesses in their growth and development efforts outside of the community.

The Sault Ste. Marie Economic Development Corporation is requesting $100,000 total for three year investment from the City of Sault Ste. Economic Development Fund in support of this initiative. The SSMEDC would like to promote Sault Ste. Marie's competitive strengths to private sector decision makers in *priority sectors* through a variety of marketing tools ranging from its website, attendance at trade shows, business visits to targeted firms, networking with Canadian Consulates, and the Province of Ontario's international marketing /lead generation teams located throughout the world.

2.2. Objectives

The purpose for this funding request is to develop a competitive position for Sault Ste. Marie to attract new direct investment and to enable local businesses and industries to be more competitive. The key objectives for this initiative would include the following:

- To improve the SSMEDC's understanding of the goods production and exportable services capacities of local business, enabling better identification of growth and development opportunities for local businesses, thereby enabling them to better compete in the global economy;
- To encourage and increase private sector investment in local business ventures that supports the growth, development, production of exportable goods and services in the community;
- To facilitate public and private sector investment in industrial infrastructure, thereby increasing the competitiveness of the local private sector;
- To engage developers, investors and realtors, along with the City of Sault Ste. Marie, in identifying and qualifying industrial and commercial lands, and infrastructure available for development opportunities and develop a stronger presence for promotion;
- To enhance the efforts of the SSMEDC and local business participation in the network of public and private sector organizations, which offer services and programs to enable businesses and the community to more actively participate in the global economy through investment, exporting and participation in a range of manufacturing supply chains; and/or government and multi-national procurement opportunities;
- To research and identify market opportunities to grow business in the community; and
- To better position Sault Ste. Marie as a globally competitive location for individuals and companies to make investments in the community focussed for a targeted set of ***"priority sectors".*** For example these sectors may include, but are not limited to:
    - manufacturing (value added steel and forestry products);
    - transportation services;
    - clean-tech and bio – technology;

- alternative energy;
- health sciences and services;
- information and communications technology (ICT); and,
- research and development.

2.3 Activities

The capacity building activities to be undertaken through this project will create the necessary foundation to then proceed with marketing and outreach by the SSMEDC. Much of this information requires research leading to aggregating, analysing and intensifying information into a consistent approach. The SSMEDC would perform the following set of activities:

- The research and creation of an advanced **Community Competitive Alternatives Analysis (comparison of business location costs in a global environment);**
- The development of an **Enhanced Business Directory** which enables the SSMEDC to identify specific expertise, knowledge, and technological capacity, sector strengths, market focus and general growth and development objectives of local companies;
- An analysis of **Local Business Capacities** to identify competitive business development opportunities;
- The development of a **Sector-based Assessment;**
- Establishment of a **regularly updated, web accessible local industrial/commercial land and building directory;**
- The development of a **Communications Strategy** with focused tactics to convey to key local, national and international business interests; and,
- Based on the research completed, the SSMEDC would participate in a **targeted set of trade shows, industrial events, trade and investment missions.**

2.4. Performance targets

The following metrics identify the targeted outcomes and results from this initiative. As this is a new initiative, forecasting specific outcomes are likely to evolve over the three-year period. An annual report will be developed and provided to the partners and stakeholders, as well as being stated in the SSMEDC's business plan. As the knowledge of local industry grows and this initiative develops, it is expected that some measures may change.

- **# total investments $ value where SSMEDC contributed to the outcome.**
- **# companies exported $ value in goods and services outside the region where SSMEDC contributed to the outcome.**
- **# number of firms that have progressed along the export development continuum where SSMEDC contributed to the outcome**
- **# of relevant trade shows and business related and industrial events and # of local companies that participated where SSMEDC contributed to the outcome.**
- **# of companies and estimated value of business activity resulting from their participation in these events**
- **# and $ value of industrial regional benefits agreements established and Sault Ste. Marie where SSMEDC contributed to the outcome.**
- **# and $ value of contracts and/or agreements where SSMEDC contributed to the outcome**
- **# of summer companies**

- **# of start-ups by young entrepreneurs**

These estimates reflect results and outcomes where the Sault Ste. Marie Economic Development Corporation has made a contribution through the efforts of its staff, programs and services. It is expected that the full results will be realized toward the end of the third year of the initiative.

2.5 Impacts and Limitations of Project

The Sault Ste. Marie Economic Development Corporation is well positioned, and, it has a strong track record in managing client and project development. As a result of these activities within this project, the professional team within Business Sault Ste. Marie will work directly with existing businesses and actively pursue new leads and opportunities as a result of this project. The project will be managed by the Executive Director of Business Sault Ste. Marie.

2.6 Methodology and timing

It is intended that once all the financial support is arranged for the Invest SSM project, it will commence in early 2015.

- September 2014 – Present to SSMEDC Board and Council to seek approvals
- October 2014 – Submit Stage 1 applications to FedNor and NOHFC
- Refine financing/costs based on feedback from funding organizations.
- November 2014 – Stage 2 applications to FedNor and NOHFC
- Target approval and implementation in early 2015.
- Annual reports to board on activities with the first report to board in fall 2015.
- Annual report to Council with SSMEDC Annual Report.

3. Costs and Financing

3.1. Detailed project costs

DELIVERABLE	DESCRIPTION	YR 1	YR 2	YR 3	TOTAL
1. Enhanced Community Profile (contract wages/consulting fees)	- Development of an evergreen document that captures key facts and statistics as well as other information that further defines community infrastructure to support economic development.	**10,000**	**5,000**	**5,000**	**20,000**
2. Enhanced SSM Business Directory (contract wages/consulting fees)	- Identification of specific expertise, knowledge technical capacity, sector strength and market focus.	**10,000**	**5,000**	**5,000**	**20,000**

3.	**Business Capacity Analysis (contract wages/consulting fees)**	-	Based on Enhanced Directory, prepare community business competitiveness analysis.	**5,000**	**5,000**	**5,000**	**15,000**
4.	**Sector Based Analysis (contract wages/consulting fees)**	-	Development of sector-based strategies where local business has competitive advantage	**25,000**	**10,000**	**10,000**	**45,000**
5.	**Engagement of Private/public Sector Partners in Trade (travel, conferences and networking events)**	-	To develop relationships to market the community and seek collaboration on efforts.	**5,000**	**5,000**	**5,000**	**15,000**
6.	**SSM Trade and Investment Communication Strategy (contract wages/consulting fees)**	-	Enhanced awareness and promotion strategy focused on building networks and relationships with key leaders and promoting the competitive advantages of SSM in investment, trade and supply chain development.	**10,000**	**5,000**	**5,000**	**20,000**
7.	**Communications materials (contract wages/consulting fees, website hosting, some print material, social media improvements)**	-	Includes: marketing approach, promotional & advertising materials, website improvements	**10,000**	**25,000**	**15,000**	**50,000**
8.	**SSMEDC and SME trade and investment capacity-building (travel, training, conference fees, in-market support)**	-	Activities including: trade events, missions, conferences, training and related initiatives.	**15,000**	**25,000**	**25,000**	**65,000**
9.	**Industrial/commercial lands development program and site certification process**	-	Certify one industrial site in the community to engage the Province in marketing activities.	**10,000**	**15,000**	**25,000**	**50000**
TOTAL:				**$100,000**	**$100,000**	**$100,000**	**$300,000**

3.2. Financing arrangements and funding partners

Sault Ste. Marie Economic Development Fund					**100,000**
Province of Ontario (NOHFC or NCIR) TBD					**100,000**
FedNor Industry Canada TBD					**100,000**
Private Sector (in-kind) TBD					**tbd**
TOTAL:					**$300,000**

3.3. Balance, Financial Statements, Cash flow projections (historical and projected)

N/A – see financing section 3.1.

3.4. Demonstrated need for assistance and supporting documentation and applications to other government assistance programs, etc.

SSMEDC is unable to undertake this initiative without the support of the EDF as all 2014 budget dollars have been allocated to operations, programs and services as identified in the Corporation's 2012-2105 Strategic Plan. The funding received here will be used primarily for consultant fees, subject matter experts and some costs for marketing activities.

4. Economic Benefits

4.1. Description of how the project promotes economic growth and diversification

Based on recent investments in Sault Ste. Marie, it is estimated that the project will contribute and support a target of $100 million in public and private capital investments, including direct and indirect benefits to the community.

During the 2008-10 period, over $1 Billion in private and public sector investment was committed to the Sault area. This success is attributable in part to the focused efforts of the Sault Ste. Marie Economic Development Corporation and more importantly funding received from FedNor, NOHFC and City of Sault Ste. Marie to market the Sault over the 2006 – 2009 period. This support ended in 2009.

The competitive landscape for strategic development, investment and trade is global in nature. Location-based investment decisions are conducted on this basis. Sault Ste. Marie must convey strong and convincing messages that effectively communicate not only a competitive advantage, but also a value proposition to the international investor. This requires not only thoughtful marketing and promotion strategies but also the establishment of effective networks of individuals and organizations involved in the continuum of investment attraction services. Sault Ste. Marie has had a number of successes over the last few years that are not well known in other jurisdictions and parts of the world. It is this information, the manner and method in which it is communicated, and to whom it is being communicated are critical success factors.

Through the engagement of developers and realtors, the SSMEDC will be tracking commercial and industrial buy/sell transactions (deals) and new construction values attributed to the activities of this project. This will provide a metric for the measure of investment in buildings and land within the community. Much of this effort will be targeted to external investors (foreign direct investment) and it will provide the SSMEDC with additional information on new business attraction.

4.2. Projected job creation

It is expected as a result of past successes that this program will create and/or retain an average 150-200 full time equivalent jobs per year.

4.3. Potential for tax assessment increase

Based on the recent historical community investment activity from public and private search sources, there will be significant potential for increased municipal tax revenues as a result of new tax assessment resulting from this project. However, the precise value of these revenues cannot be estimated at this time.

It is important to note, the return on investment may not be realized in the immediate future. As an example, the recent investments in the community over the last five years resulted from planning efforts and activities in prior years. While there will likely be some immediate returns and successes over the three-year period, the full benefit of the EDF investment will not be realized in the duration of this project. The full benefit of the investment will be realized over longer period of time - provided that SSMEDC efforts in these areas are sustained.

4.4. Other economic and community benefits

Sault Ste. Marie has historically been a commodity-based manufacturing centre. The goal of this initiative is to further diversify Sault Ste. Marie's economic base and grow the economy through specific sectors. This is consistent with the City's Destiny Sault Ste. Marie Strategic Community Development Plan.

It is important to note that the attraction of a new business or an expansion of a local business generates additional economic activity and capitalizes on investments made by the City along with FedNor and NOHFC in the industrial land and related infrastructure improvements. Recent business developments such as, Ellsin Environmental (Reverse Polymerization project), Heliene (Canada's Solar manufacturing facility), J.D. Aero (aircraft maintenance and repair facility), the Elementa's waste to energy project and Starwood Energy's 60 MW solar farm are examples of the success.

5. Community Benefits

5.1. How the project compliments other local initiatives
The following points highlight the benefits of selecting Sault Ste. Marie for a place to do business.

1. *Affordable, Serviced Land Available – Public and Private*

Both the Yates Avenue and Leigh's Bay sites are available and very affordable starting at $25,000/acre of serviced land. The City of Sault Ste. Marie had undertaken an Industrial Land Strategy (2001) and with the assistance the Northern Ontario Heritage Fund Corporation and FedNor has purchased property and has completed the servicing of both sites with a manufacturing facility occupying five acres of the Leigh's Bay Industrial Park with an option at another five acres and 15 acres earmarked for another potential company that is in the developmental stage. The City of Sault Ste. Marie and the Sault Ste. Marie Economic Development Corporation need to continue to explore other areas in the community where additional industrial land can be solidified.

2. *Logistic Savings*

Companies interested in setting up a business see that Sault Ste. Marie is strategically located on the Canada-US border, an international port of entry to the United States, on the Trans-Canada Highway, Interstate 75 (direct to Florida) and serviced by CN and CP Rail.

The international bridge crossing from Sault Ste. Marie into Michigan also has low border wait times. Through the transportation improvements planned in the community (new International Bridge Plaza and connecting routes through the community), there is no delay in the Sault as compared to lengthy delays in Windsor, Sarnia or Fort Erie.

From a rail perspective there is congestion problems at west coast ports, inland intermodal terminals, specific rail corridors, border crossings and certain highways. Research to date indicates that there is a time savings going through Sault Ste. Marie as opposed to Southern Ontario. This translates to a considerable amount of financial savings. This is being recognized as a realistic benefit to interested parties.

3. *Other Key Benefits*

Sault Ste. Marie has an education ecosystem to produce skilled trades and general production labour with one of the lowest employee costs (KPMG 2008). This is beneficial both operationally and financially. For Ontario, there is a potential of retention of employment in the Province specifically Northern Ontario. Working closely with the educational institutions to assess the respective employment needs of a business and easily create a program to meet/exceed their specifications is an asset to lure business or expand from within.

5.2. Impact on the community as a whole

The project will have a positive impact as it will lead to new opportunities, economic diversification within the community, and, a stronger connection with other partners.

To whom it may concern:

Several months ago The Police Services Board approved the application of Chuck Lewis for fifteen new cab licenses for Cruz Cab. Mr. Lewis stated at this meeting that he planned to pay his drivers a percentage of the fares collected each day. He further stated that it was better for everyone that way. After being advised that he was still subject to The Employment Standard Act. He asserted that drivers would make more than the minimum wage this way but that they could if they choose be paid minimum wage. They would make less on minimum wage, this in spite of the fact that The Ministry of Labour has investigated over twenty different local cases and found out in each case that drivers paid on commission were shorted from $2.00 to $5.00 per hour and their vacation pay.

How is it possible that working on commission would benefit everyone? If someone is benefited doesn't someone else have to lose? It is easy to see how the company would gain; they end up paying less than minimum wage and avoid paying all of the payroll taxes, IE, CPP, WSIB, and vacation pay. The savings for the drivers are far less evident. Yes it seems good at first as they get cash in hand each day. This seems great! Tax free money! So what if it is less than what was promised? Things will get better tomorrow. But they don't. By the time they realize that they are making less than the minimum every day they are trapped in the underground economy. They can't complain because if they do Revenue Canada might come down on them to collect the unpaid income tax and the unpaid EI, CPP, WISP, and possibly even HSTon their take home pay that was already less than the minimum wage. If that happens most of them don't have the resources to pay or to fight for justice. Revenue Canada finally writes it off as uncollectable and the tax payer gets stuck. If the drivers would ask for a Revenue Canada ruling on their employment status, as twelve local drivers did they would get a ruling that they were employees not contractor and were not responsible for these costs. The company was. Revenue Canada could then try to collect from the company. When this happens the companies just change names and hide any assets. We get stuck again. Most drivers however don't know that there is an out for them and are intimidated into staying quiet.

For the drivers to make minimum wage as required, they would need to make $11.00 per hour plus all of the extras that they are now responsible for, 20% more or $2.20. That means to be fairly paid; they would get $13.20 per hour, if the company is paying the HST. If not then add 8% to bring the amount they need to earn to be equivalent to minimum wage to $14.26.

Mr. Lewis, In front of the media, after hearing my driving history, offered me a job and offered to pay me minimum wage but again said I would make more as a contractor. I asked him what rate he planned to pay. He refused to answer and has since rescinded his offer. His drivers have since told me that he pays 35% of the gross while Union Cab pays 30%/35% depending on the shift. At this rate no driver can ever make the minimum wage much less clear the other cost they are now responsible for, even if they went directly from call to call all day, which never happens. We have all seen cabs parked waiting for a fare. Even In the period immediately after Checker Cab closed to public fares and Cruz was not on the

scene drivers only averaged about $9.00 per hour. At 30% drivers would need to consistently put $440 on the meter in ten hours. At 35% they would need to put $377.14on the meter. If the company is not paying the HST those figures become$475 and $407.42 per ten hours. None of this is possible. Even if it were, the cab companies always want all available cars on the road when the drivers are on commission, in an attempt to increase their market share, thus also driving down driver's incomes. Both Revenue Canada and the Ministry of Labour have ruled over 30 different times that local drivers working for three different local companies are employees. All of these rulings come after the only ruling that the drivers were contractors. Does that not mean that the companies should be treating them as employees and making all of the appropriate deductions at source? To do otherwise is an offence.

In a recent conversation I was made aware that at least one Cruz driver who questioned his pay asked if he could go on minimum wage. He was told that he could, but that he would only be able to work a four hour shift during peak periods. When he continued to raise the issue he was constructively fired. Another person was hired to set up their computers with the expectation that he would continue in a management situation was fired for refusing to use the computer program as Chuck directed.

This problem is not just a local problem. Last year a London Ontario Cab company, About Town, went out of business and restarted under a new name owing their drivers thousands of dollars and owing Revenue Canada$627,531.00. We have had at least two similar incidents locally. How much was owed in these cases in unknown. We do however know that 7500 Taxi still owes its drivers over $20,000.00.

All three levels of government need to address this growing problem. It is not enough to say someone else is responsible. The city lawyer and Judge Greco claim that the Police Services Board's hands are tied. That as long as the companies have the equipment needed and the zone required that they can neither deny nor rescind a taxi license. That must change. If the municipalbylaw can't strengthened toprevent this ongoing nefarious conduct city officials should refuse to appear to be regulating this industry when they can't. The bylaw should be rescinded. The Ministry of Labour must become proactive in this case and stop slapping these companies on the wrist.With over twenty rulings they must insist that the companies treat their drivers as employees or get out of business. Revenue Canada must insist that proper deductions are made at source and that they are duly submitted. Neither taxi drivers nor the tax payers should be subsidizing this industry under the table.

Ray Dawson

392 John Street

Sault Ste Marie ON

P6C 3J9

705 759 3283

Notes for enclosed documents

Cruz Cab hits the road—Shows Mr. Lewis's remarks to the Police Serves Board regarding pay.

Checker slams on the brakes—Shows Checker closing and the impact it had on the local industry.

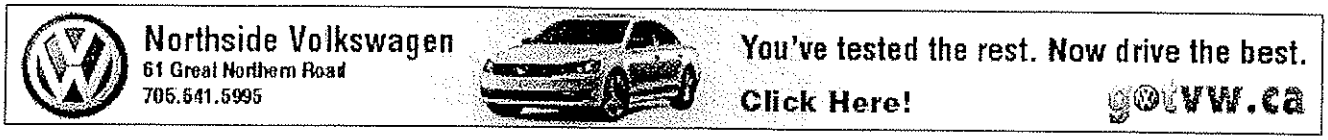
Yellow Cab gets green light-Police check sees no reason for withholding license-drivers disagree.—shows money still owed to drivers and the problem with the city bylaw.

New taxi company licensed with conditions—shows 7500taxi replace by Yellow Cab in spite of horrendous record. If Yellow Cab could be ordered to comply with the minimum standards why were not the others also?

7500 taxi – Shows the long history of resistance of the industry.

Former driver—As above

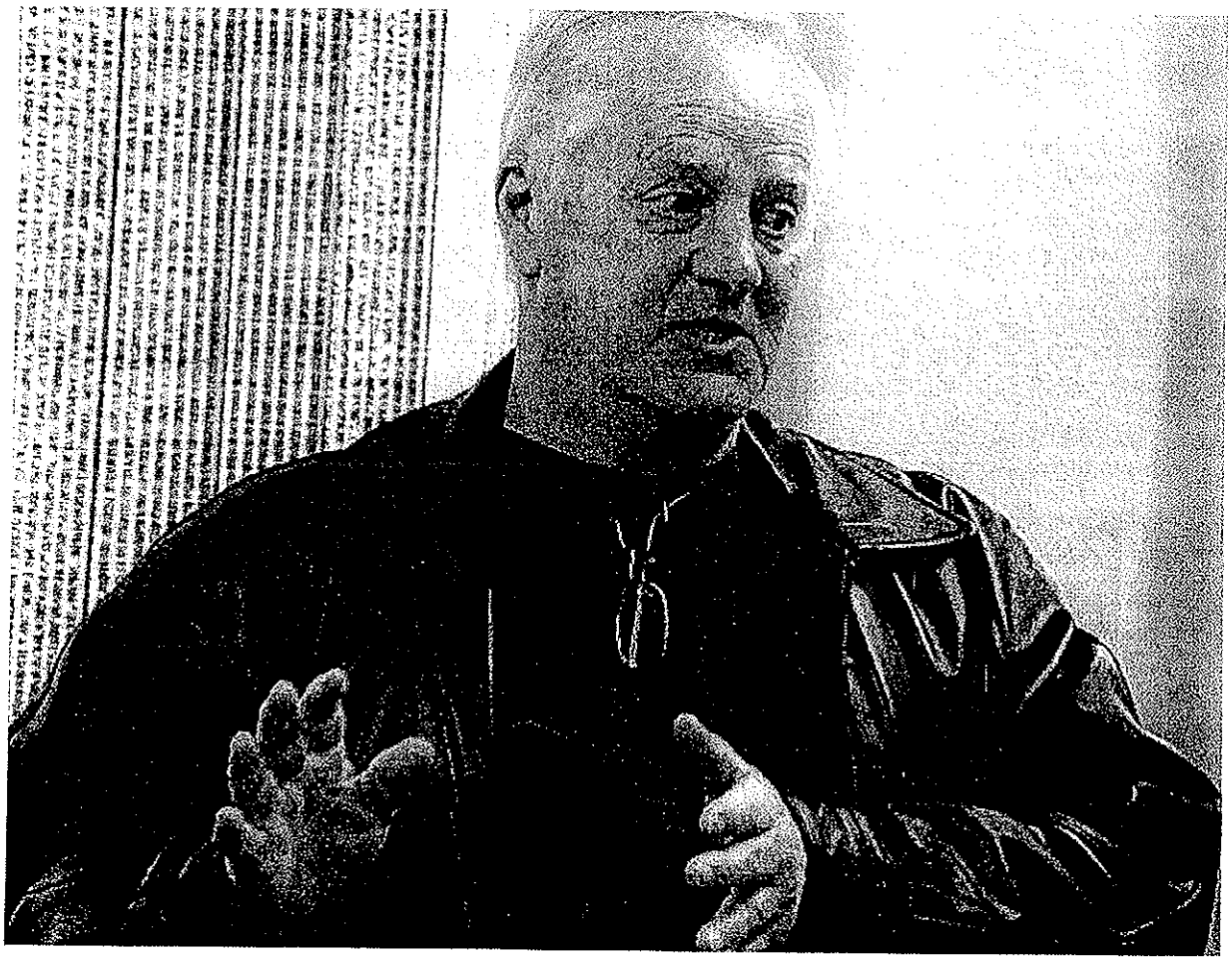
About town faces law suit—Shows the impact of this problem province wide



NEWS LOCAL

Cruz cabs hit the road

By Brian Kelly, Sault Star
Friday, April 25, 2014 10:28:54 EDT AM



Butch Wilson, of Union Cab, voices his concerns about a new taxi company operating in Sault Ste. Marie.

A new taxi business has the green light to start operating while competing firms warn of too many vehicle licences in Sault Ste. Marie and the fear drivers will be poached by their latest rival.

Lewis submitted his paperwork on March 26. Jin reviewed the application and visited the business site on Wilson Street. Parking at the rear of the building can accommodate 15 to 20 vehicles. There's a kitchen and bathroom for workers and "ample space" for an office, Jin's report says.

Former cab driver Ray Dawson was also in the public gallery. In July 2006, the Ministry of Labour ordered 7500 Taxi and Checker Cab to pay him about $11,000 for wages, compensation, vacation pay and termination pay.

Dawson had complained that the taxi industry did not meet employment standards.

Lewis plans to hire his drivers as independent contractors, not employees.

The two men spoke, with media present, outside the meeting room.

Drivers, Dawson said, are entitled to minimum wage with no deductions for gasoline or collisions.

Cruz drivers can opt to be paid minimum wage, Lewis replied.

"I have no issues, or concerns, with that whatsoever," he said.

Jin and Kenny said wage concerns would be probed by Ministry of Labour, not the police board.

Lewis told reporters his courier drivers choose to be independent contractors. They earn more, he says, and the employment option saves his company cash.

"It works better for the drivers. They actually make more than minimum wage. There's no issue with minimum wage. I've never had any drivers complain to me about making under minimum wage for the last seven years I've been doing this," he said.

"Bottom line it's money saving for the company. When you're a small company you have to watch all your nickels and dimes. That's the bottom line. But if anybody wants (minimum wage), it's there for them."

Lewis expects he'll find the drivers he needs for his cabs, despite Wilson's suggestions of limited availability of potential employees.

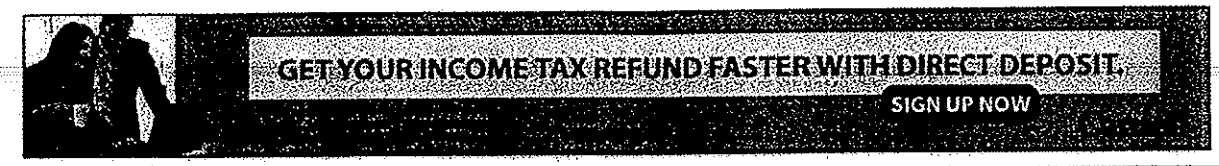
"I've been pretty happy with the response," he said.

Lewis, when he began his courier business, said he had concerns similar to Waite about no maximum number of licences.

"It's the same battlefield," he said. "It's a battlefield out there. Whoever is strongest survives, I guess."

b.kelly@sunmedia.ca

On Twitter: @Saultreporter





NEWS LOCAL

Checker cab slams on the brakes

By Mike Verdone, Sault Star
Friday, March 21, 2014 9:49:39 EDT AM



Word on the street Thursday in Sault Ste. Marie was that Checker Cab had closed its doors.

A company official could not be reached for comment and did not return calls to the Sault Star Thursday afternoon.

But an unidentified woman who answered the phone at the company responded when asked, "Is this Checker Cab," by saying, "Checker Cab no longer exists. It just happened at five o'clock yesterday afternoon."

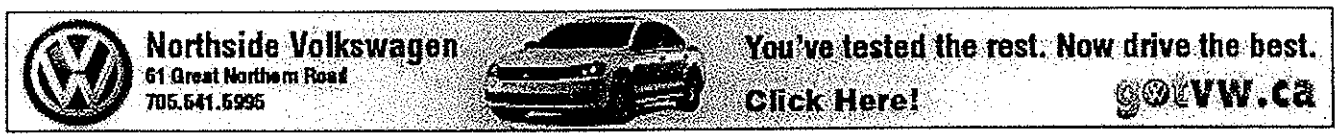
Luke Smith a daytime dispatcher at Soo Yellow Cab, said he also heard the rumours about Checker Cab.

"They're apparently just running their contract work, like school board and post office people."

Smith said business was extra busy at his People's Road company beginning Thursday morning.

"It's been like absolutely insane all day. We've been running anywhere from 30 to 45 minutes wait, and people have been waiting and been there to get their rides because it's only us and Union (Cab now). There's only so much we can do," Smith said.

Things are usually a little busier on the 20th of each month, he said, because the Ontario Tax Credit is issued on that day.



NEWS LOCAL

Yellow Cab gets green light - Police check sees no reason for withholding licence, drivers disagree



By Brian Kelly, Sault Star
Thursday, April 12, 2012 7:01:30 EDT AM

A new taxi company can operate in the city despite objections from some drivers who once worked for the business owner.

Rick Waite received conditional approval from Sault Ste. Marie Police Services Board to launch Yellow Cab. The decision was made following an hour-long special meeting that drew about 20 people to the police services building. Several Checker Cab vehicles were parked in front of the Second Line East site. Butch Wilson, the owner of Union Cab, spoke to the board.

Waite has to meet several criteria under the city's bylaw governing taxis, limousines and shuttle bus service. They include a minimum of $1-million liability insurance and the installation of two-way radios in taxis and base at 1137 Peoples Rd.

The board added an extra requirement. Drivers must be employees, not independent contractors.

Ray Dawson drove for 7500 Taxi for eight years. He was terminated in early 2005, several months after filing a complaint with the Ministry of Labour.

He argued the city firm, and the industry in general, pays less than minimum wage and is inconsistent with vacation and termination pay.

In 2008, Waite was fined $3,000, plus a surcharge of $800, by Ministry of Labour based on Dawson's complaint. The company was also fined $5,000, plus a surcharge of $1,250.

Based on what happened when Waite was with 7500 Taxi, the board shouldn't approve his application, Dawson said.

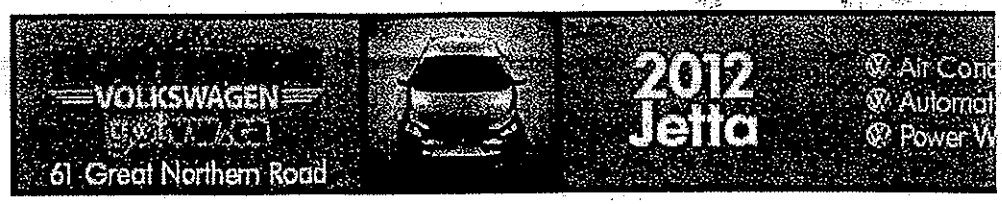
"I am bitter at what he has put me through, but the issue is much bigger than that. Much bigger," he said during a presentation that ran almost 20 minutes.

"This should not be allowed to continue."

A second former driver with 7500 Taxi suggested the company still owes 12 workers about $12,000 from a settlement of more than $60,000 ordered by the Ministry of Labour in 2010. Vacation pay was part of that cash owed.

The money was paid by the ministry to a collections agency, board chair retired Justice James Greco said.

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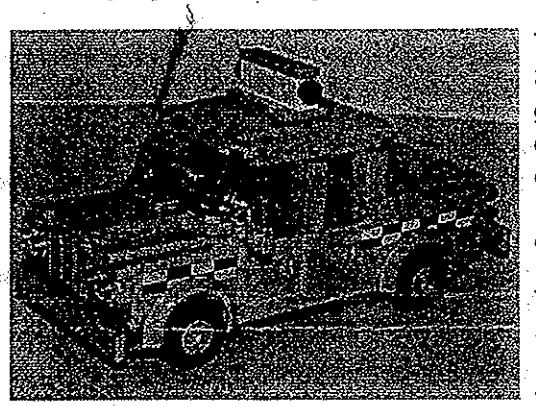
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More Local

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Bridge Cam

New taxi company licensed. With conditions

Wednesday, April 11, 2012 *by:* Carol Martin



The Sault Ste. Marie City Police Services Board had decided to grant Rick Waite, a former owner of 7500 Taxi, a license to operate a new taxi company at 1137 People's Road with four conditions.

Three of those conditions require Waite to provide proof he has met certain sections of the Taxi Bylaw.

He will be required to present proof that the telephone and radio systems he agreed to install at 1137 People's Road have been installed as agreed.

Waite will also be required to a letter of agreement from his insurance company stating the company, cars and drivers will be insured for a sufficient amount.

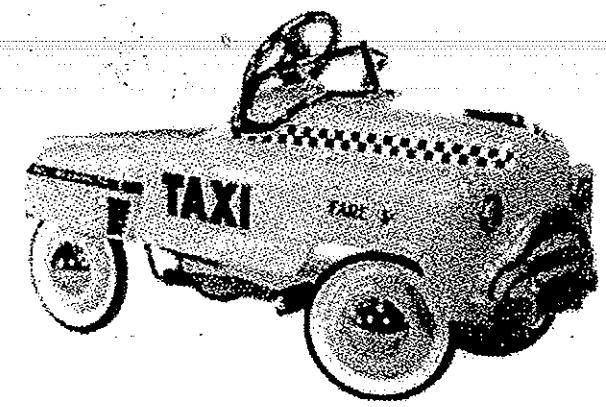
One of the conditions should effectively avoid labour relations issues former employees of 7500 Taxi were at the police board meeting to raise today.

If Waite is to secure a license to operate seven taxis out of 1137 People's Road he will have to agree that all the drivers are employed by the new company, Yellow Cab, and none are independent contractors.

At a hearing today, board members heard from former 7500 Taxi employees who opposed the license based on Waite's labour relations performance while in charge of 7500 Taxi.

Ray Dawson told board members he was employed as a cab driver with 7500 Taxi and during that time Waite actively obstructed Ministry of

By David Helwig
SooToday.com
Tuesday, February 05, 2008



7500 Taxi and its director Rick Waite were slapped today with $10,000 in fines and victim surcharges for failing to turn over records to a provincial labour ministry inspector.

1022239 Ontario Inc., which does business in the Sault as 7500 Taxi, was fined $5,000 plus a 25 percent victim surcharge.

Waite was fined $3,000 plus surcharge.

Both pleaded guilty to violating Ontario's *Employment Standards Act.*

The refused records were being sought in the case of Ray Dawson, a former 7500 Taxi driver who successfully fought the company's payment of sub-minimum wages and its refusal to provide vacation pay.

The company argued that drivers like Dawson are independent contractors, not employees.

Employment Standards Officer Linda Peat from the Ontario Ministry of Labour disagreed.

In July 2006, Peat ordered the taxi operator to pay Dawson $4,474 to bring him up to minimum wage, as well as $1,038 in vacation pay and $4,095 in reprisal damages for terminating the driver after he filed a complaint with the labour ministry.

The company denies that Dawson was fired, insisting that the driver voluntarily ended his relationship with 7500 Taxi after becoming upset that the cab he preferred to drive wasn't available because of the poor condition of the 7500 fleet at the time.

A labour ministry review of Dawson's driver receipts found no pattern of vehicle preference.

Factors weighed when determining whether a worker is an employee or independent contractor include the following:

- Degree or absence of control exercised by employer.

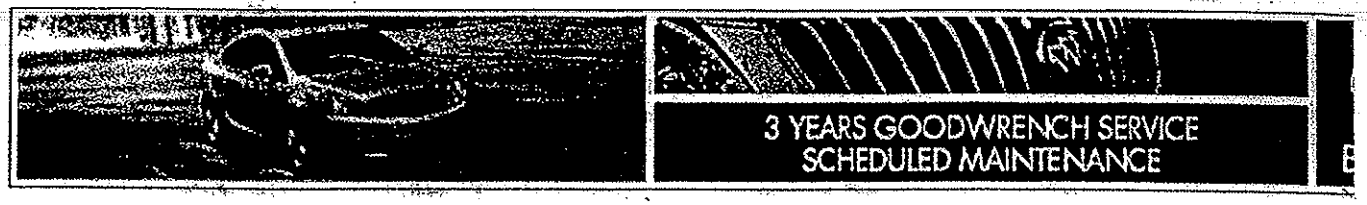
- Ownership of tools.

- Chance of profit and risk of loss.

- Integration of the worker's involvement into the employer's business.

- Intention of the parties.

canoe.ca





Former driver takes cab companies, provincial government to task

By Frank Dobrovnik
Posted 4 years ago



A years-long battle will continue in an Ontario Court of Justice later this month between a Sault Ste. Marie cab company and a former driver who contends the industry does not meet employment standards and that the provincial agency in charge of enforcing them fails to protect workers.

7500 Taxi Inc., its parent company and an unnamed director of the company are to appear in court Oct. 31 to set a trial date on three charges under Ontario's Employment Standards Act, the provincial Ministry of Labour has confirmed.

"The system is so unworkable, it's just unbelievable," said Ray Dawson, who said he was fired from two Sault Ste. Marie taxi firms for being a whistleblower.

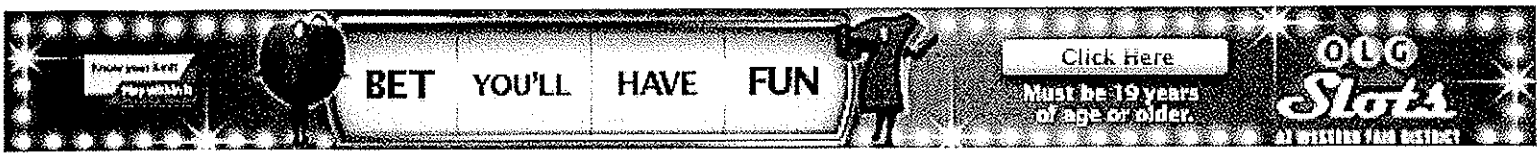
Dawson said the industry in general pays drivers below Ontario's hourly minimum wage, and its record is spotty when it comes to providing basics such as vacation pay and termination pay.

It's easier to take advantage of drivers "because there's a very high turnover" in the industry, he said. "These are the people the act was designed to protect."

He said his job of four years with 7500 was terminated in February 2005, three months after the filing of a complaint with the labour ministry "for fighting for what's the minimum standard in the act." He said Checker Cab let him go after just nine months for demanding vacation pay.

In July 2006 the ministry ordered 7500 to pay Dawson wages of $5,511 plus a 10 per cent "administration penalty" and compensation of $4,095 plus 10 per cent. In September the ministry forwarded three cheques to Dawson from Checker Cab totalling $1,152 representing unpaid wages, vacation pay and termination pay from March to June 2005.

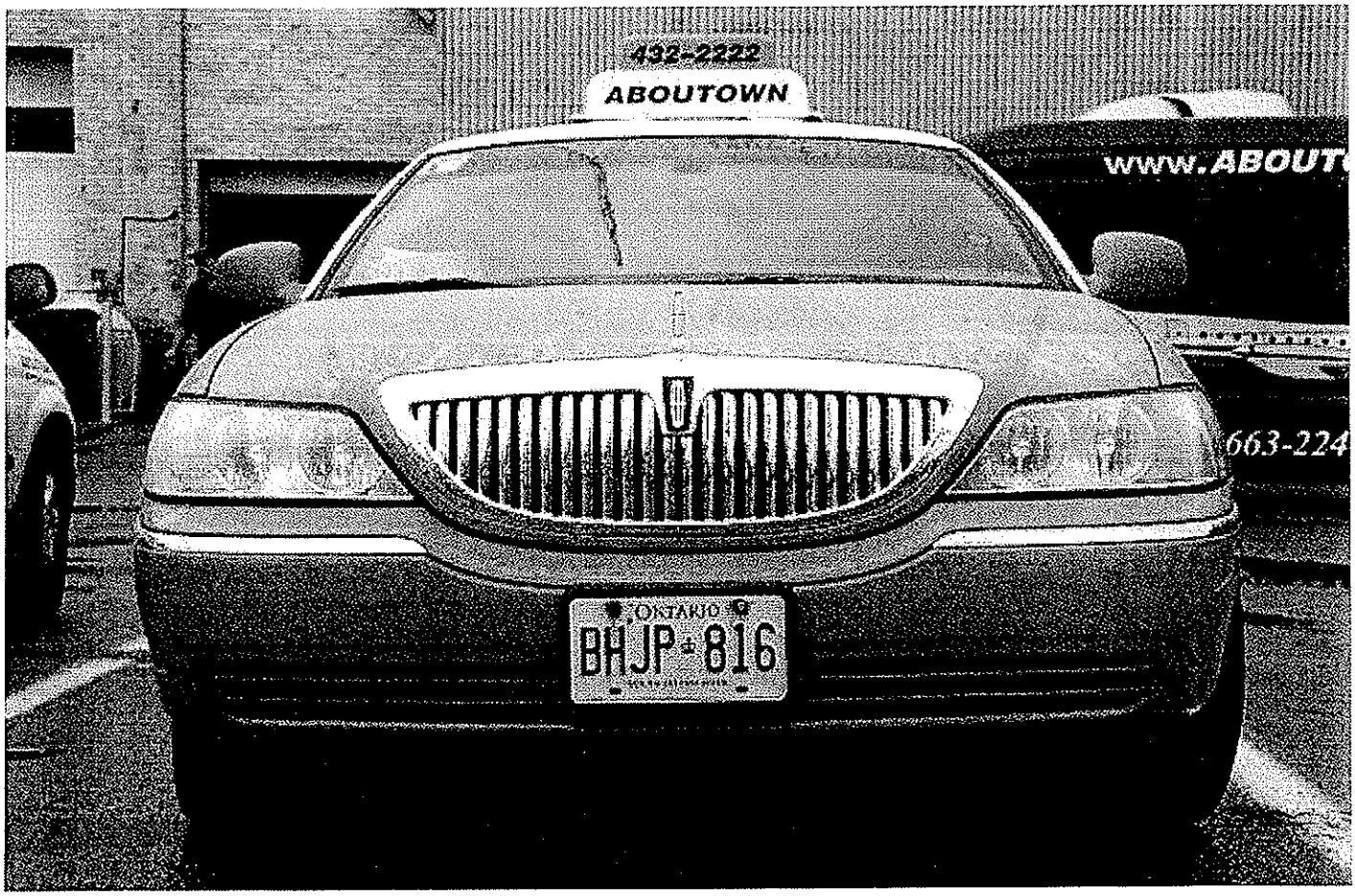
Canada Debt Aid
Canadian residents may be eligible for debt aid. See if you qualify...



MONEY WOES

Aboutown faces lawsuit, tax bill

By Norman DeBono, The London Free Press
Tuesday, September 3, 2013 11:00:05 EDT PM



(DEREK RUTTAN, The London Free Press)

An iconic London transportation company, dogged by driver complaints of late paycheques, is facing a bank lawsuit and a tax bill totalling more than $2 million.

The Aboutown group of companies (which began as a taxi service in 1947), owner James T. Donnelly and several numbered Ontario companies are being sued for $1.6 million in outstanding loans as of March 1, 2013, by the Business Development Bank of Canada, according to a statement of claim filed in court in London.

Aboutown Transportation Inc. also owed Canada Revenue Agency $627,531 as of January, according to a document obtained by *The Free Press.*

Drivers for the group of companies — cabbies in London and drivers in Chatham, where Aboutown operates the transit service — have also complained they haven't been paid on time.

Chatham-Kent staff are to meet with Aboutown officials Wednesday.

In London, Donnelly met recently with Aboutown taxi drivers — the taxi name changed over the weekend to Blue & White — to talk about the financial challenges facing the business.

Paycheques have been delayed two to three weeks at a time, and the financial problems began about eight months ago, said Muzmail Ahmed, an Aboutown driver who's driven a cab for 15 years.

"He told us he is switching the company over to his son's name," said Ahmed, referring to Donnelly's son, Jamie Donnelly. "His son will take over the company after Sept. 1."

"He told us he has financial problems. That is all we know. He owes us money, but he said we will get paid."

Another Aboutown driver, a 20-year veteran, said he's owed $4,000 and hopes the money starts to flow now that the business name has changed and is being run by Donnelly's son.

"I can do nothing. We have to wait until he will pay," said the driver, who declined to be named.

The BDC is looking to seize the company's business properties in London and Chatham that were used as collateral for the loans, according to the bank's statement of claim.

A statement of claim is a legal document containing allegations not yet proven in court.

Aboutown was also issued a Revenue Canada requirement-to-pay form, an action of last resort by the federal government, in January.

"I know the file well," Sam Papadopoulos, senior communications officer with Revenue Canada in Toronto, said of Aboutown.

"When we issue requirement to pay, it means we have to take collection action against an individual or a company."

Revenue Canada may take "asset recovery" action and garnish payments to the business, he added.

"We will do everything we can to protect the integrity of the tax system and go after money owed."

James Donnelly did not return repeated *Free Press* calls.

Calls to his son, Jamie, Tuesday were not returned.

No statement of defence has been filed on the BDC claim, for which the defendants had a month to respond.

But just because a business doesn't file a defence in such a case, it can still take action, said Keith Trussler, a commercial tax lawyer in London. It can ask the court to file late, or be meeting with a bankruptcy trustee or insolvency legal experts to plan its next move.

"I suspect a business would be taking advice as to its next strategy. It would be unusual to sit back and do zero," he said.

If nothing is done, the BDC could take action and seize Aboutown properties. Or, if the bank doesn't move soon, the court could dismiss the action.

BDC declined comment on the action, but the bank wants to take its time with clients who may be facing financial hardship.

"We are a patient lender and our clients are given every opportunity to fulfil their situations," said BDC spokesperson Maria Constantinescu.

The financial challenges come against a backdrop of contracts Aboutown once had, but no longer serves, including:

- St. Thomas city transit
- London airport, taxi service
- London Transit's paratransit service
- An airport shuttle to Detroit

Adding to questions about Aboutown's business is that in July 2005 it sold its school-bus division to National Express in England for 4.1 million pounds, more than $7 million.

Despite that sale, it's not clear why the business needed more than $1.6 million in loans starting one year later. But a drop in business due to the recession and loss of contracts are likely the culprits, said one London businessperson close to the transportation scene.

Aboutown lost its St. Thomas transit work to another company. "There was a bid process and at the end of the day, Voyageur won," said Edward Soldo, a former manager of the St. Thomas city service who now works in London's transportation department.

It's a similar case at the London airport, said Mike Seabrook, chief executive.

"They were here for three years and provided good service. But we determined through mutual discussion we liked to conclude the agreement. It was time to make a change," he said.

norman.debono@sunmedia.ca

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THE LOANS

- From the Business Development Bank of Canada (BDC), a federal Crown corporation that lends money and offers consulting to business.
- Total owed is $1,631,573 (as of March 1, 2013)

2006 loan:

— Amount: $1.35M to Aboutown Enterprises Inc., Aboutown Transportation Ltd., Aboutown Paratransit Inc.

— Balance: $908,804

— $227,193: Portion sought from James T. Donnelly.

— Assets sought: Aboutown properties on London's Bathurst St. and York St.

2007 loan:

— Amount: $345,000 to Aboutown Enterprises Inc. and Aboutown Transportation Inc..

— Balance: $57,868

— $28,621: Portion sought from James T. Donnelly.

— $11,574: Portion sought from Ontario 1377597.

— Assets sought: Aboutown properties at 281 and 277 Thames St., London

2008 loan:

— Amount: $750,000 to Aboutown Enterprises Inc. and Aboutown Transportation Inc.

— Balance: $664,901

— $132,977: Portion sought from Ontario 1377597,

— Assets sought: Aboutown Chatham property.

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DEFENDANTS NAMED IN BDC LAWSUIT:

- Aboutown Enterprises Inc.
- Aboutown Transportation Inc.
- Aboutown Paratransit
- 1377597 Ontario Inc.

Lewis submitted his paperwork on March 26. Jin reviewed the application and visited the business site on Wilson Street. Parking at the rear of the building can accommodate 15 to 20 vehicles. There's a kitchen and bathroom for workers and "ample space" for an office, Jin's report says.

Former cab driver Ray Dawson was also in the public gallery. In July 2006, the Ministry of Labour ordered 7500 Taxi and Checker Cab to pay him about $11,000 for wages, compensation, vacation pay and termination pay.

Dawson had complained that the taxi industry did not meet employment standards.

Lewis plans to hire his drivers as independent contractors, not employees.

The two men spoke, with media present, outside the meeting room.

Drivers, Dawson said, are entitled to minimum wage with no deductions for gasoline or collisions.

Cruz drivers can opt to be paid minimum wage, Lewis replied.

"I have no issues, or concerns, with that whatsoever," he said.

Jin and Kenny said wage concerns would be probed by Ministry of Labour, not the police board.

Lewis told reporters his courier drivers choose to be independent contractors. They earn more, he says, and the employment option saves his company cash.

"It works better for the drivers. They actually make more than minimum wage. There's no issue with minimum wage. I've never had any drivers complain to me about making under minimum wage for the last seven years I've been doing this," he said.

"Bottom line it's money saving for the company. When you're a small company you have to watch all your nickels and dimes. That's the bottom line. But if anybody wants (minimum wage), it's there for them."

Lewis expects he'll find the drivers he needs for his cabs, despite Wilson's suggestions of limited availability of potential employees.

"I've been pretty happy with the response," he said.

Lewis, when he began his courier business, said he had concerns similar to Waite about no maximum number of licences.

"It's the same battlefield," he said. "It's a battlefield out there. Whoever is strongest survives, I guess."

b.kelly@sunmedia.ca

On Twitter: @Saultreporter

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. A copy of a portion of the reference plan 1R4870 showing the above-described property as “Subject Property” is attached as Schedule “A”.

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. **SCHEDULE "A"**

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

4. **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 8th day of September, 2014.

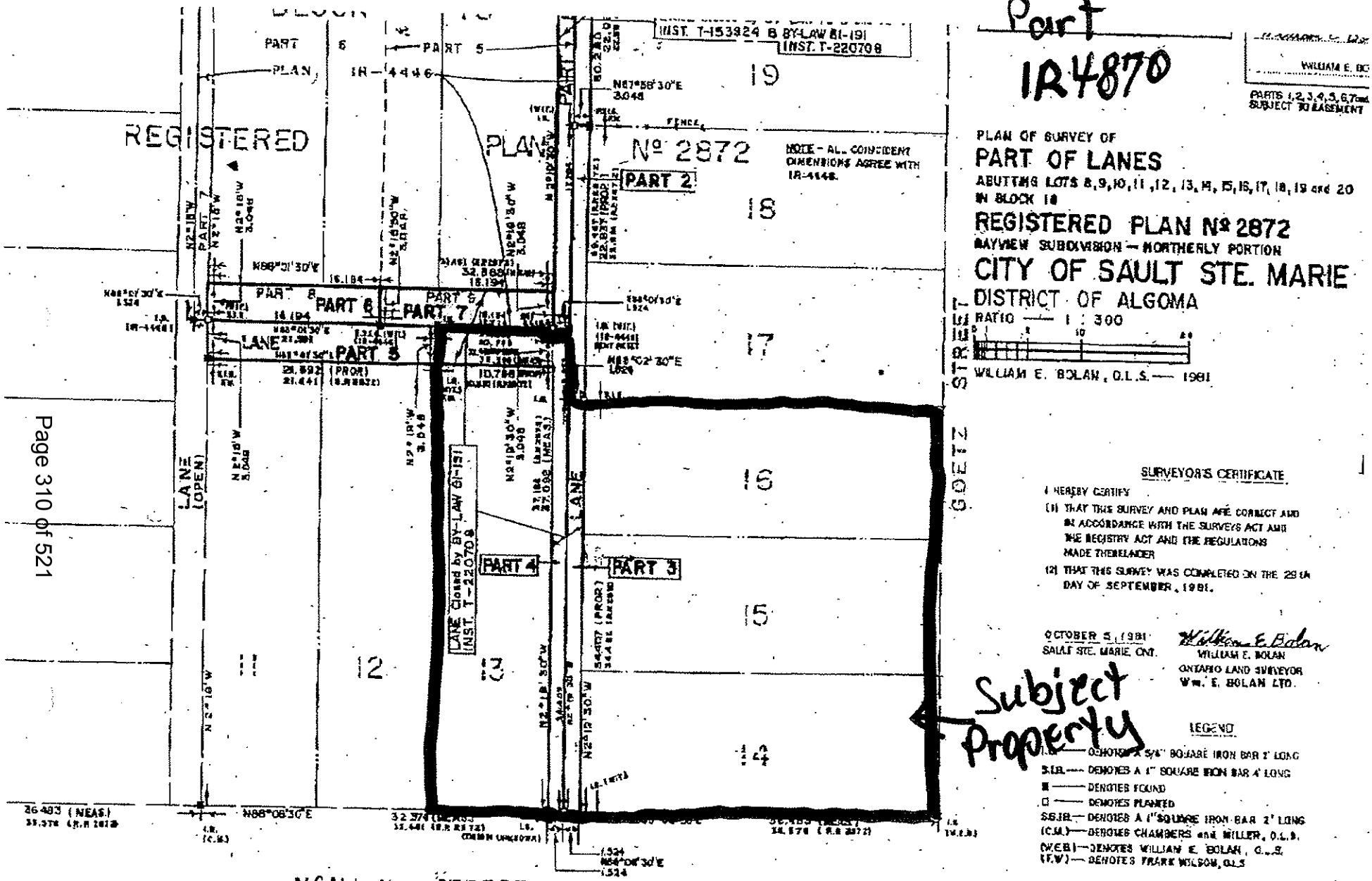
_____

MAYOR – DEBBIE AMAROSO

_____

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2014\2014-163 SUB CONTROL BAYVIEW SUB DEEMING BY-LAW.DOC


Part
IR4870
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
SCALE RATIO — 1 : 300
WILLIAM E. BOLAN, O.L.S. — 1981
REGISTERED PLAN Nº 2872
PART 1
PART 2
PART 3
PART 4
PART 5
PART 6
PART 7
PART 8
LANE (OPEN)
LANE
LANE Closed by BY-LAW 81-191 (INST. T-220708)
McALLAN STREET
(Formerly Known as WELLINGTON AVENUE)
GOETZ STREET
INST. T-153924 & BY-LAW 81-191
INST. T-220708
PLAN IR-4446
PARTS 1,2,3,4,5,6,7 and 8 SUBJECT TO EASEMENT
NOTE - ALL COINCIDENT DIMENSIONS AGREE WITH IR-4446.
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 28th DAY OF SEPTEMBER, 1981.
OCTOBER 5, 1981
SAULT STE. MARIE, ONT.
WILLIAM E. BOLAN
ONTARIO LAND SURVEYOR
Wm. E. BOLAN LTD.
Subject Property
LEGEND
S.S.I.B. — DENOTES A 1" SQUARE IRON BAR 2' LONG
S.I.B. — DENOTES A 1" SQUARE IRON BAR 4' LONG
I — DENOTES FOUND
O — DENOTES PLANTED
(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.
LS-3426

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-180

TRAFFIC: (P3.3) A by-law to amend Traffic By-law 77-200.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the provisions of section 10 of the *Municipal Act*, *2001*, S.O., 2001 c.25 and amendments thereto, **ENACTS** as follows:

1. BY-LAW 77-200 AMENDED

Section 5 – **PARKING PROHIBITED IN SPECIFIED PLACES WITHOUT SIGNS, SPECIFICALLY SECTION 5(1),** is amended by deleting the words "November, December, January, February or March" and adding the words "November, December, January, February, March or April" in their place.

2. SCHEDULE "A" OF BY-LAW 77-200 AMENDED

Schedule "A" of By-law 77-200 is amended by deleting the following:

STREET	SIDE	FROM	TO	PROHIBITED TIMES OR DAYS
"Amber Street	west	Queen Street East	Chambers Avenue	Nov. 1 to Mar. 31.
Anita Blvd.	east	North limit of Anita Blvd.	South limit of Lot 9 in Nyberg Subdivision	Nov. 1st to Mar. 31st.
Arizona Avenue	south	61 m west of Idaho Dr.	easterly end of Arizona Ave.	November 1st to March 31st
Birch Street	east	Cedar	Pardee	Nov.1st to Mar.31st
Boehmer Blvd.	west	Chapple Avenue	46 m south of Chapple Avenue	Nov. 1st to Mar. 31st
Boehmer Blvd.	east	Chapple Avenue	south limit of Boehmer Blvd.	Nov. 1st to Mar. 31st
Boston Avenue		in turnaround		Nov. 1st. to Mar. 31st

Breton Road	south & east	west limit of Civic No. 151	Creery Avenue	Nov. 1st to Mar. 31st
Bruce Street	west	Grosvenor Avenue	Lansdowne Avenue	Nov. 1st to Mar. 31st
Bruce Street	east	30 m south of Trelawne Ave.	Lansdowne Avenue	Nov. 1st to Mar. 31st
Caesar Road	north	west limit of 64 Caesar Rd.	east limit of 64 Caesar Rd.	Nov. 1st to Mar. 31st.
Carmel Road	south	Angelina Avenue	Nicholas Avenue	Nov. 1st to Mar. 31st
Cathcart Street	north	Gloucester Street	46 m east of Gloucester St.	November 1st to Mar. 31st
Chestnut Street	west	Railroad Avenue	Pardee Avenue	Nov. 1st to Mar. 31st
Creery Avenue	south	Breton Road	Lake Street	Nov. 1st to Mar. 31st
Douglas Street	north	Sixth Avenue	Fifth Avenue	Nov. 1st to Mar. 31st
Douglas Street	south	Fourth Avenue	Second Avenue	Nov. 1st to Mar. 31st
Elizabeth Street	east	Wellington Street	183 m north of Breton Rd.	Nov. 1st to Mar. 31st
Elm Avenue	northwest	John Street	Langdon Cres.	Nov. 1st to Mar. 31st
Elm Avenue	southeast	John Street	Langdon Cres.	Nov. 1st to Mar. 31st
Farwell Terrace	west	30 m north of Second Line	Hampton Road	Nov. 1st to Mar. 31st
Farwell Terrace	west	Second Line	73 m south of Second Line	Nov. 1st to Mar. 31st
Ferguson Avenue		in turnaround		Nov. 1st to Mar. 31st

Ferris Avenue	east	Borron Ave.	MacDonald Ave.	10:00 hrs. to 11:00 hrs. 14:00 hrs. to 15:00 hrs. Nov. 1st to Mar. 31st Sat., Sun., and holidays excepted
First Avenue	west	Douglas Street	Connaught Avenue	Nov. 1st to Mar. 31st
Fourth Line	north	People's Road	480 m west of People's Rd.	Nov. 1st to Mar. 31st
Francis Street	west	Wellington Street	London Street	Nov. 1st to Mar. 31st
George Street	west	Cathcart Street	C.P.R. right-of-way	Nov. 1st to Mar. 31st
Grace Street	south	Bruce Street	Elgin Street	2400 hrs. to 1200 hrs. Nov. 1st to Mar. 31st
Highcrest Street	both	north limit of No. 33 & 34	Northridge Road	Nov. 1st to Mar. 31st
Hudson Street	west	Albert Street	Cathcart Street	Nov. 1st to Mar. 31st
Hugill Street	east	Mark Street	Wellington Street	Nov. 1st to Mar. 31st
Huntington Park	east	Wellington St. E.	south limit of driveway to Civic No. 12 Huntington Pk.	November 1st to March 31st
John Street	west	St. George's Ave.	Conmee Avenue	Nov. 1st to Mar. 31st
King Street	north	Bruce Street	100 metres east of Bruce St.	November 1st to March 31st
Kingsmount Blvd.	both	MacDonald Avenue	52 m north of MacDonald Ave.	November 1st to March 31st
Knox Avenue	north-westerly	Walnut Street	Beech Street	November 1st to March 31st

Lake Street	west	Creery Avenue	Trunk Road	November 1st to March 31st
Laurier Place	both	Salisbury Avenue	southern limit	November 1st to March 31st
MacDonald Avenue	south	Gladstone Avenue	Pim Street	November 1st to March 31st
Morrison Avenue	northwest	Strand Avenue	opposite northwest limit of Lot 51 Moffley “B” subd.	November 1st to March 31st
Morrison Avenue	southwest	Strand Avenue	northwest limit of Lot 51 Moffley “B”	November 1st to March 31st
Murphy Street	north & east	Willowdale Street	Willowdale Street	November 1st to March 31st
Norden Crescent	west & north	east limit of Civic No. l4 Chlebus Street	east limit of Civic No. 40 Norden Cres.	November 1st to March 3lst
Oakwood Avenue	north	Pim Street	Bellevue Avenue	Nov. 1st to March 3lst
Ontario Avenue	north	Pim Street	Upton Road	Nov. 1st to March 3lst
Palace Drive	east	north limit of Civic No. 146	south limit of Civic No. 140	Nov. 1st to March 3lst
Pardee Avenue	south	North Street	Walnut Street	Nov. 1st to March 3lst
Patrick Street	east	Henrietta Street	Estelle Street	Nov. 1st to March 3lst
Poplar Avenue	north/west	Brien Avenue	Cunningham Road	November 1st to March 31st
Princess Crescent	east/south	10 Princess Cres.	50 Princess Cres.	November 1st to March 31st
Royal York Blvd.	east	Queen Street East	River Road	any time November 1st to March 31st

Salisbury Avenue	south	54 m west of Bruce St.	McNabb Street	November 1st to March 31st
Simpson Street	east	30 m south of Wellington St.	54 m south of Wellington St.	November 1st to March 31st
Sixth Avenue	west	Douglas Street	Wallace Terrace	November 1st to March 31st
South Market Street	west	Boundary Road	Chambers Avenue	November 1st to March 31st
Sussex Road	south	Korah Road	38 m east of Korah Road	November 1st to March 31st
Third Avenue	west	Douglas Street	Devon Road	November 1st to March 31st
Trelawne Avenue	both	Dufferin Street	easterly dead end near Bruce St.	any time November 1st to March 31st
Trelawne Avenue	east	110 m south of civic No. 162	Fauquier Avenue	any time November 1st to March 31st
Wallace Terrace	north	Turner Avenue	Prentice Avenue	November 1st to March 31st
Walnut Street	east	Railroad Avenue	Wilcox Avenue	November 1st to March 31st
Walnut Street	west	Railroad Avenue	Knox Avenue	November 1st to March 31st
Walnut Street	northeast	Knox Avenue	North Street	November 1st to March 31st
Westridge Road	west & north	Fort Creek Drive	North Street	November 1st to March 31st
Wilcox Avenue	south	Railroad Ave.	Wilson Street	any time between November 1st and March 31st"

Schedule "A" of By-law 77-200 is amended by adding the following:

STREET	SIDE	FROM	TO	PROHIBITED TIMES OR DAYS
“Amber Street	west	Queen Street East	Chambers Avenue	Nov. 1st to Apr. 30th
Anita Blvd.	east	North limit of Anita Blvd.	South limit of Lot 9 in Nyberg Subdivision	Nov. 1st to Apr. 30th
Arizona Avenue	south	61 m west of Idaho Dr.	easterly end of Arizona Ave.	Nov. 1st to Apr. 30th
Birch Street	east	Cedar Street	Pardee Avenue	Nov. 1st to Apr. 30th
Boehmer Blvd.	west	Chapple Avenue	46 m south of Chapple Avenue	Nov. 1st to Apr. 30th
Boehmer Blvd.	east	Chapple Avenue	south limit of Boehmer Blvd.	Nov. 1st to Apr. 30th
Boston Avenue		in turnaround		Nov. 1st to Apr. 30th
Breton Road	south & east	west limit of Civic No. 151	Creery Avenue	Nov. 1st to Apr. 30th
Bruce Street	west	Grosvenor Avenue	Lansdowne Avenue	Nov. 1st to Apr. 30th
Bruce Street	east	30 m south of Trelawne Ave.	Lansdowne Avenue	Nov. 1st to Apr. 30th
Caesar Road	north	west limit of 64 Caesar Rd.	east limit of 64 Caesar Rd.	Nov. 1st to Apr. 30th
Carmel Road	south	Angelina Avenue	Nicholas Avenue	Nov. 1st to Apr. 30th
Carpin Beach Road	east & west	river’s edge	100 m north of river’s edge	any time
Carpin Beach Road	east	100 m north of river’s edge	south extent of Herkimer Street	any time

Carpin Beach Road	west	100 m north of river's edge	south extent of Herkimer Street	Nov. 1st to Apr. 30th
Cathcart Street	north	Gloucester Street	46 m east of Gloucester St.	Nov. 1st to Apr. 30th
Chestnut Street	west	Railroad Avenue	Pardee Avenue	Nov. 1st to Apr. 30th
Creery Avenue	south	Breton Road	Lake Street	Nov. 1st to Apr. 30th
Douglas Street	north	Sixth Avenue	Fifth Avenue	Nov. 1st to Apr. 30th
Douglas Street	south	Fourth Avenue	Second Avenue	Nov. 1st to Apr. 30th
Elizabeth Street	east	Wellington Street	183 m north of Breton Rd.	Nov. 1st to Apr. 30th
Elm Avenue	northwest	John Street	Langdon Cres.	Nov. 1st to Apr. 30th
Elm Avenue	southeast	John Street	Langdon Cres.	Nov. 1st to Apr. 30th
Farwell Terrace	west	30 m north of Second Line	Hampton Road	Nov. 1st to Apr. 30th
Farwell Terrace	west	Second Line	73 M south of Second Line	Nov. 1st to Apr. 30th
Ferguson Avenue		in turnaround		Nov. 1st to Apr. 30th
Ferris Avenue	east	Borron Ave.	MacDonald Ave.	10:00 hrs. to 11:00 hrs. 14:00 hrs. to 15:00 hrs. Nov. 1st to Apr. 30th Sat., Sun., and holidays excepted
First Avenue	west	Douglas Street	Connaught Avenue	Nov. 1st to Apr. 30th
Fourth Line	north	People's Road	480 m west of People's Rd.	Nov. 1st to Apr. 30th
Francis Street	west	Wellington Street	London Street	Nov. 1st to Apr. 30th

George Street	west	Cathcart Street	C.P.R. right-of-way	Nov. 1st to Apr. 30th
Grace Street	south	Bruce Street	Elgin Street	24:00 hrs. to 12:00 hrs. Nov. 1st to Apr. 30th
Highcrest Street	both	north limit of No. 33 & 34	Northridge Road	Nov. 1st to Apr. 30th
Hudson Street	west	Albert Street	Cathcart Street	Nov. 1st to Apr. 30th
Hugill Street	east	Mark Street	Wellington Street	Nov. 1st to Apr. 30th
Huntington Park	east	Wellington St. E.	south limit of driveway to Civic No. 12 Huntington Pk.	Nov. 1st to Apr. 30th
John Street	west	St. George's Ave.	Conmee Avenue	Nov. 1st to Apr. 30th
King Street	north	Bruce Street	100 metres east of Bruce St.	Nov. 1st to Apr. 30th
Kingsmount Blvd.	both	MacDonald Avenue	52 m north of MacDonald Ave.	Nov. 1st to Apr. 30th
Knox Avenue	north-westerly	Walnut Street	Beech Street	Nov. 1st to Apr. 30th
Lake Street	west	Creery Avenue	Trunk Road	Nov. 1st to Apr. 30th
Laurier Place	both	Salisbury Avenue	southern limit	Nov. 1st to Apr. 30th
MacDonald Avenue	south	Gladstone Avenue	Pim Street	Nov. 1st to Apr. 30th
Morrison Avenue	northwest	Strand Avenue	opposite northwest limit of Lot 51 Moffley "B" subd.	Nov. 1st to Apr. 30th
Morrison Avenue	southwest	Strand Avenue	northwest limit of Lot 51 Moffley "B" subd.	Nov. 1st to Apr. 30th
Murphy Street	north & east	Willowdale Street	Willowdale Street	Nov. 1st to Apr. 30th

Norden Crescent	west & north	east limit of Civic No. 14 Chlebus Street	east limit of Civic No. 40 Norden Cres.	Nov. 1st to Apr. 30th
Oakwood Avenue	north	Pim Street	Bellevue Avenue	Nov. 1st to Apr. 30th
Ontario Avenue	north	Pim Street	Upton Road	Nov. 1st to Apr. 30th
Palace Drive	east	north limit of Civic No. 146	south limit of Civic No. 140	Nov. 1st to Apr. 30th
Pardee Avenue	south	North Street	Walnut Street	Nov. 1st to Apr. 30th
Patrick Street	east	Henrietta Street	Estelle Street	Nov. 1st to Apr. 30th
Poplar Avenue	north/west	Brien Avenue	Cunningham Road	Nov. 1st to Apr. 30th
Princess Crescent	east/south	10 Princess Cres.	50 Princess Cres.	Nov. 1st to Apr. 30th
Royal York Blvd.	east	Queen Street East	River Road	Nov. 1st to Apr. 30th
Salisbury Avenue	south	54 m west of Bruce St.	McNabb Street	Nov. 1st to Apr. 30th
Simpson Street	east	30 m south of Wellington St.	54 m south of Wellington St.	Nov. 1st to Apr. 30th
Sixth Avenue	west	Douglas Street	Wallace Terrace	Nov. 1st to Apr. 30th
South Market Street	west	Boundary Road	Chambers Avenue	Nov. 1st to Apr. 30th
Sussex Road	south	Korah Road	38 m east of Korah Road	Nov. 1st to Apr. 30th
Third Avenue	west	Douglas Street	Devon Road	Nov. 1st to Apr. 30th
Trelawne Avenue	both	Dufferin Street	easterly dead end near Bruce St.	Nov. 1st to Apr. 30th

Trelawne Avenue	east	110 m south of civic No. 162	Fauquier Avenue	Nov. 1st to Apr. 30th
Wallace Terrace	north	Turner Avenue	Prentice Avenue	Nov. 1st to Apr. 30th
Walnut Street	east	Railroad Avenue	Wilcox Avenue	Nov. 1st to Apr. 30th
Walnut Street	west	Railroad Avenue	Knox Avenue	Nov. 1st to Apr. 30th
Walnut Street	northeast	Knox Avenue	North Street	Nov. 1st to Apr. 30th
Westridge Road	west & north	Fort Creek Drive	North Street	Nov. 1st to Apr. 30th
Wilcox Avenue	south	Railroad Ave.	Wilson Street	Nov. 1st to Apr. 30th"

3. EFFECTIVE DATE

This by-law is effective on the day of its final passing.

PASSED in open Council this 8th day of September, 2014.

_____
MAYOR – DEBBIE AMAROSO

_____
CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\LEGAL\PUBLIC WORKS & TRANSPORTATION\P3.3 TRAFFIC\BY-LAWS\2014\2014-180 SCHEDULE A P3.3 .DOC

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

BY-LAW 2014-181

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 206 to the Official Plan for the City of Sault Ste. Marie (Fosberg 576 Brule 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. 206 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 8th day of September, 2014.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

cf/Staff/Legal/Zoning/2014/2014-181 Fosberg/op by-law

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

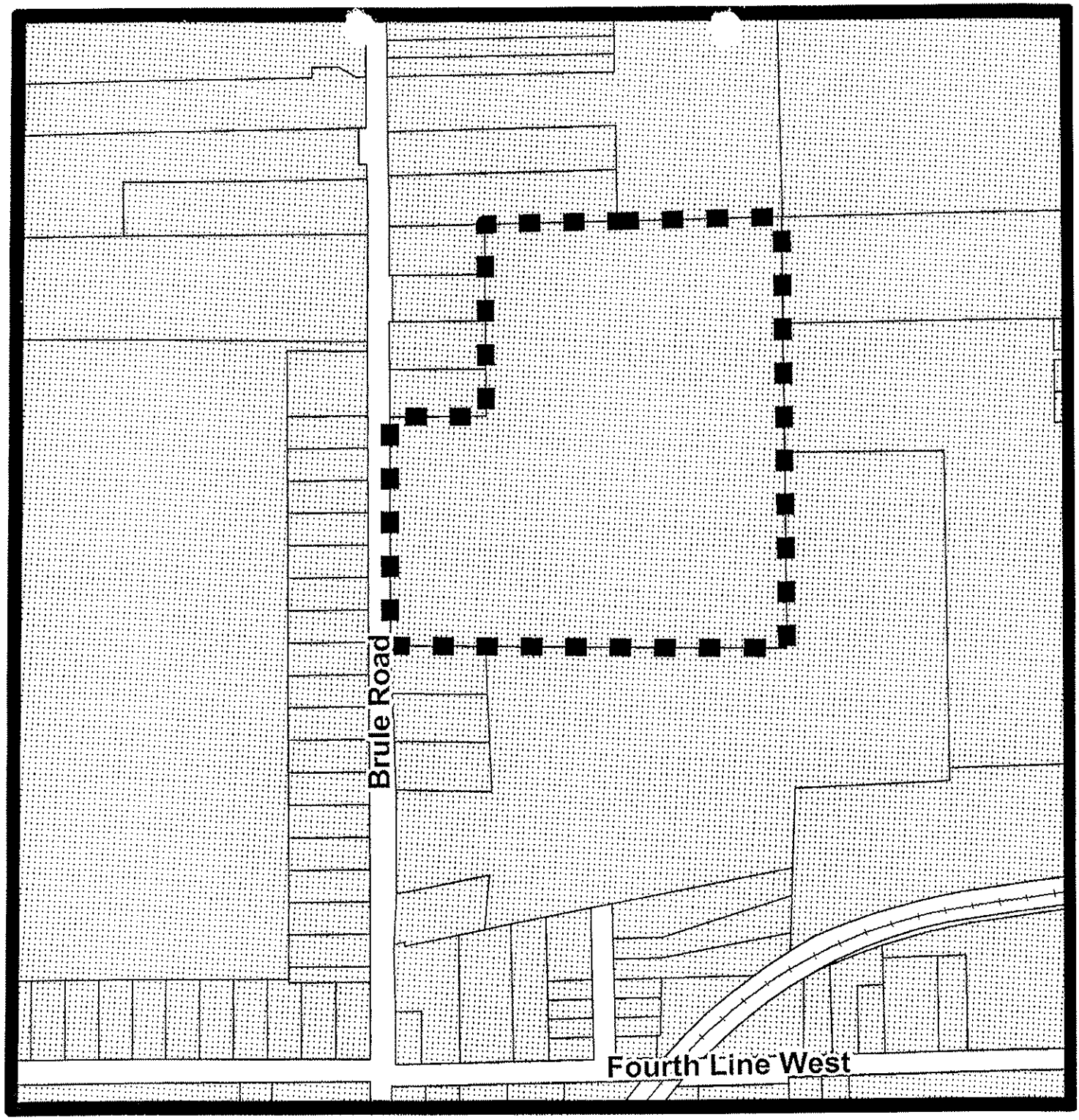
The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

"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.



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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-182

ZONING: A by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning lands located at 576 Brule Road (Fosberg).

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. 576 BRULE ROAD; LOCATED ON THE EAST SIDE OF BRULE ROAD APPROXIMATELY 400M NORTH OF FOURTH LINE WEST; CHANGE FROM RA TO R1

The zone designation on the lands having civic address 576 Brule Road shown as "Subject Property" on the map attached to this by-law, which property is shown on Map 2-38 of Schedule "A" to By-law 2005-150 is changed from RA (Rural Area) zone to R1 (Estate Residential) zone.

2. SCHEDULE "A"

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

3. CERTIFICATE OF CONFORMITY

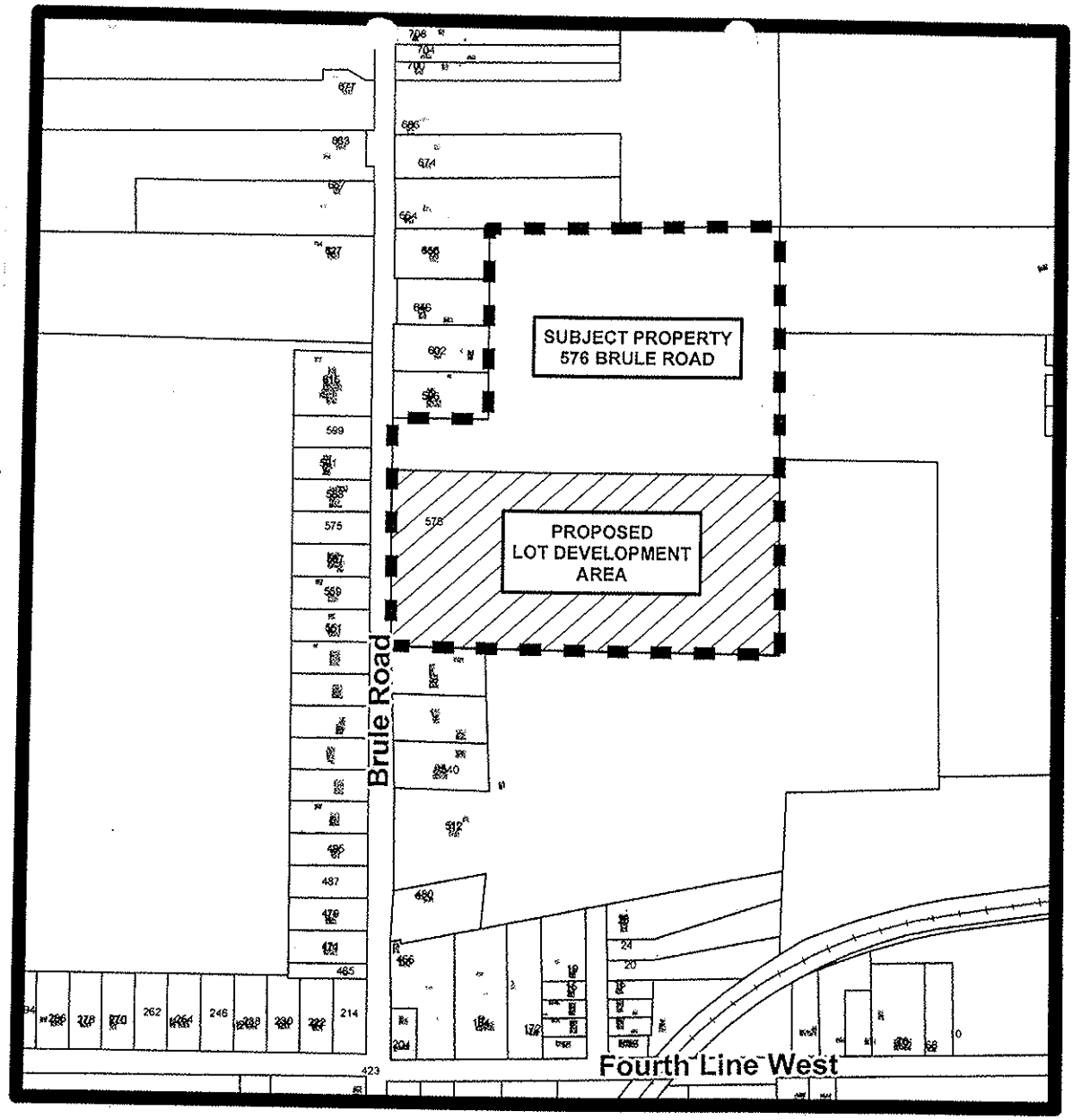
It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law as amended by Official Plan Amendment No. 206.

PASSED in Open Council this 8th day of September, 2014.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

cf/Staff/zoning/2014/2014-182 Fosberg/zoning by-law



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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-183

TAXIS: (P2.4) A by-law to amend Taxi By-law 2011-161.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie pursuant to section 151 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **BY-LAW 2011-161 AMENDED**

(a) Schedule "A" to By-law 2011-161 is amended by deleting section 12.13 of Part VIII and adding the following section in its place:

"12.13 Wheelchair accessible service vehicles shall not be used to transport persons for a fare other than those who have a disability and their companions."

(b) Schedule "A" to By-law 2011-161 is amended by deleting Tariff "D" and adding the following in its place:

"TARIFF "D"

RATES AND FARES FOR WHEELCHAIR ACCESSIBLE SERVICES

The following fares shall apply only when transporting individuals who require accessible transportation. All fares are for one way travel and are inclusive of all applicable taxes.

WHEELCHAIR ACCESSIBLE SERVICE

WITHIN MUNICIPAL BOUNDARIES	$ 30.00
TO/FROM SAULT STE. MARIE AIRPORT AND WITHIN MUNICIPAL LIMITS	$ 30.00

The **broker/owner** and **driver** shall ensure that all vehicles **licensed** under this by-law and subject to rates and fares under Tariff "C", display a notice informing the passenger that the tariff includes ALL applicable taxes."

2. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of September, 2014.

_____
MAYOR – DEBBIE AMAROSO

_____
CITY CLERK –MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2014\2014-183 AMEND TAXI.DOC

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-184

AGREEMENT: (P3) A by-law to authorize the execution of an agreement between the City and 2319839 Ontario Inc., Riversedge Developments Inc. and Mill Market Inc. to allow the Public Works and Transportation Department to use a designated portion of 75 Huron Street for snow storage.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement made between the City and 2319839 Ontario Inc., Riversedge Developments Inc. and Mill Market Inc., a copy of which is attached as Schedule "A" hereto. This agreement is to allow the Public Works and Transportation Department to use a designated portion of 75 Huron Street for snow storage.

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 8th day of September, 2014.

_____

MAYOR - DEBBIE AMAROSO

_____

CITY CLERK – MALCOLM WHITE

cf LEGAL\STAFF\BYLAWS\2014\2014-184 Agreement 75 Huron Snow Storage

SNOW REMOVAL AND STORAGE AGREEMENT

THIS AGREEMENT made in duplicate this day of June, 2014.

B E T W E E N:

2319839 ONTARIO INC. AND RIVERSEDGE DEVELOPMENTS INC.
(herein referred to as the "Riversedge")

- and –

MILL MARKET INC.
(herein referred to as "Mill Market")

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(herein referred to as the "City")

Riversedge grants to the City, the right to store snow that has been collected from the public areas of the City of Sault Ste. Marie on the property of Riversedge located at 75 Huron Street, Sault Ste. Marie, ON, P6A 5P4, which lands are legally described as Part land & land covered with water at the foot of rapids on St. Mary's River, Sault Ste. Marie, Part 1, 1R12401; together with an easement over Part 9, 1R12401 as in AL126955; together with an easement over Parts 5-7, 1R1R5861 as in AL126955; City of Sault Ste. Marie, as described in PIN 31577-0063 (LT) which lands are identified and marked as Part 1 on Plan 1R-12401 attached as Schedule "A" hereto (the "Lands"), subject to the terms and conditions set out herein:

1. The City shall be permitted to store snow collected from the public areas of the City of Sault Ste. Marie on the Lands commencing November 1, 2014.

2. The City may dispose of snow during the operational times of Riversedge and after hours. Should access to the Lands be locked or restricted, Riversedge hereby agrees to grant special and unrestricted access to the City. The City shall ensure that the security gate is properly secured before leaving the Lands.

3. The City shall remove any dangerous environmental material and/or garbage accidentally collected and deposited by the City on the Lands during the snow removal process.

4. In exchange for the storage of snow, the City shall cut the grass located on the lands and premises known as the Municipal Fish Hatchery property located at 10 Canal Drive, Sault Ste. Marie, Ontario ("City Property"), which is subject to Lease Agreement between the City and Mill Market dated February 18, 2014.

5. This Agreement shall be remain in full force and effect until such time as any of the parties hereto provide thirty (30) days' written notice of its intention to terminate same.

6. This Agreement may only be modified by written instrument signed by all parties hereto.

7. This Agreement constitutes the entire agreement of the parties and supercedes all prior representations, proposals, discussions, and communications, whether oral or in writing.

8. No party shall assign, transfer or make any other disposition of this Agreement or of the rights conferred thereby, without the prior express written consent of the other parties hereto.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED)

Date: _____

_____

2319839 Ontario Inc.

Name: _____

Title: _____

I have authority to bind the Corporation

Date: _____

_____

Riversedge Developments Inc.

Name: _____

Title: _____

I have authority to bind the Corporation

Date: _____

_____

Mill Market Inc.

Name: _____

Title: _____

I have authority to bind the Corporation

Date: _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____

DEBBIE AMAROSO - MAYOR

_____

MALCOLM WHITE – CITY CLERK

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-185

APPOINTMENTS: (B1.3) A by-law to appoint Inspectors under the *Building Code Act, 1992* and Municipal Law Enforcement Officers under the *Police Services Act.*

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to the *Building Code Act*, 1992 and of the *Police Services Act,* R.S.O. 1990, **ENACTS** as follows**:**

1. **SCHEDULE "A" TO BY-LAW 2012-168 AMENDED**

   Schedule "A" to By-law 2012-168 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of September, 2014.

_____

MAYOR – DEBBIE AMAROSO

_____

CITY CLERK – MALCOLM WHITE

Schedule “A” to By-law 2012-168 and 2014-185

Freddie Pozzebon

Gary Schryer

Kevin Lavergne

Glen Irwin

Frank Bentrovato

Larry Kennedy

Tyler Bertrand

Francois Couture

Peter Schell

Michael Allard

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

BY-LAW 2014-186

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 207 to the Official Plan for the City of Sault Ste. Marie (Plumm Investments Inc. 843 Great Northern 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. 207 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 8th day of September, 2014.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

cf/Staff/Legal/Zoning/2014/2014-187 Plumm Investments Inc.

AMENDMENT NO. 207
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 Commercial Policies of the Plan.

LOCATION

LT 4 RCP H744 Tarentorus; Sault Ste. Marie; Together with an easement over PTS 1 & 2 1R12242 as in AL 109927 located approximately 145m (476") south of Third Line East, civic no. 843 Great Northern Road.

BASIS

This Amendment is necessary in view of a request to create one additional lot for rural residential purposes.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

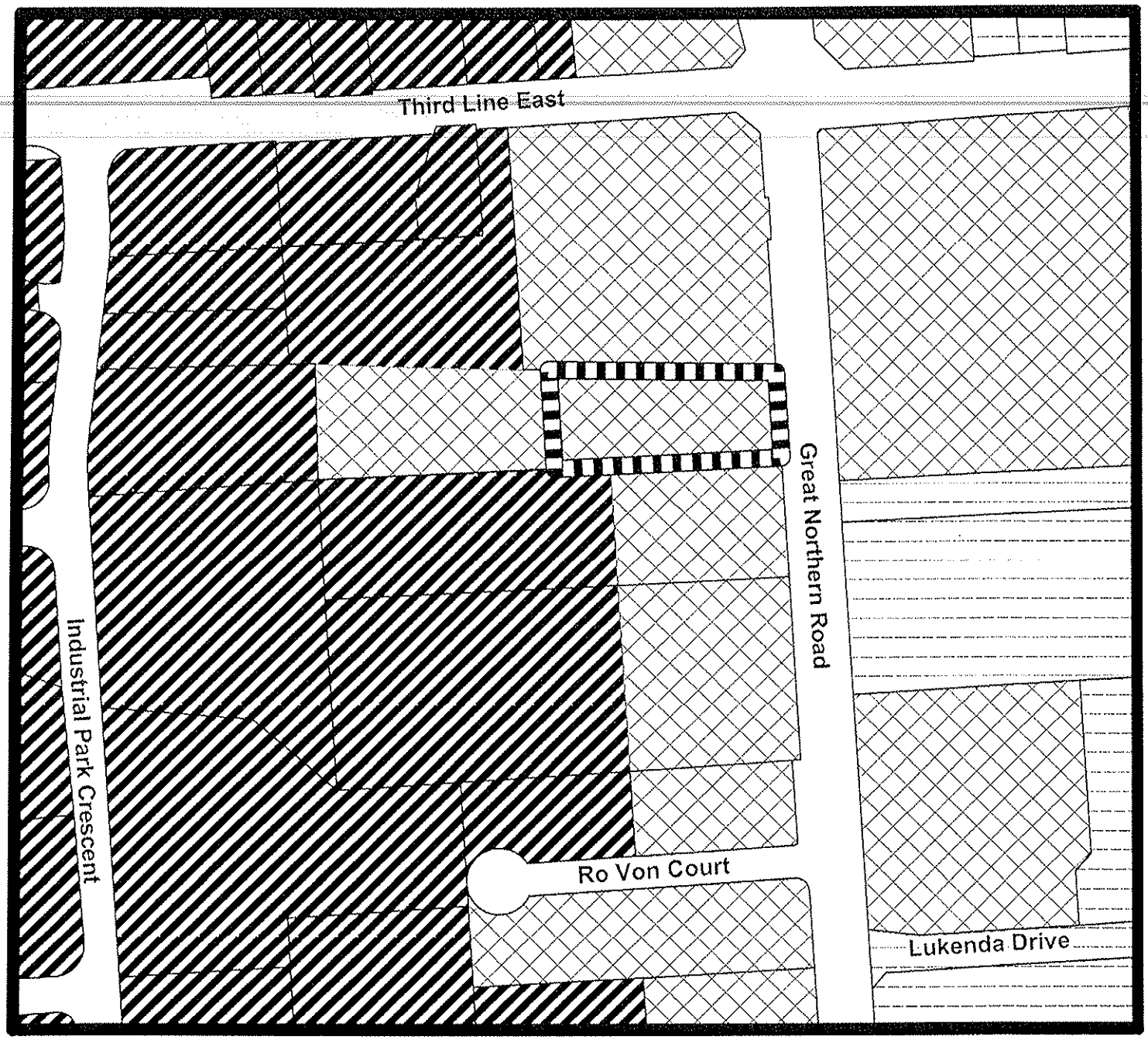
The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

"Special Exceptions"

140. Notwithstanding the Commercial policies of the Official Plan, LT 4 RCP H744 Tarentorus; Sault Ste. Marie; Together with an easement over PTS 1 & 2 1R12242 as in AL 109927 located approximately 145m (476") south of Third Line East, civic no. 843 Great Northern Road., may be utilized as an auto body repair establishment.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.



OFFICAL PLAN MAP

843 GREAT NORTHERN ROAD

Planning Application: A-15-14-Z-OP

Legend

Subject Property = 843 Great Northern Road

Official Plan Land Use

Land_Use_Designation

- Commercial
- Institutional
- Industrial

OFFICIAL PLAN AMENDMENT NUMBER

207

METRIC SCALE
1 : 3000

ROLL NUMBER
030-062-047-00

MAP NUMBERS
98 & 1-112

MAIL LABEL ID
A-15-14-Z

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-187

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 843 Great Northern Road (Plumm Investments Inc.).

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. **843 GREAT NORTHERN ROAD; LOCATED ON THE WEST SIDE OF GREAT NORTHERN ROAD, APPROXIMATELY 146M SOUTH OF ITS INTERSECTION WITH THIRD LINE EAST**

   The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 1-112 of Schedule "A" to By-law 2005-150, is changed from HZ.S (Highway) zone with a "Special Exception" to HZ.S (Highway) zone with an amended "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

   Section 2 of By-law 2005-151 is amended by repealing section 2(304) and adding the following subsection 2(304) and heading as follows:

   "2(304) 843 Great Northern Road & 605 Third Line East

   Despite the provisions of By-law 2005-150, the zone designation on the lands located on the west side of Great Northern Road, approximately 146 metres south of its intersection with Third Line East and having civic no. 843 Great Northern Road and the portion of the lands located directly west of the aforementioned property and having civic no. 605 Third Line East and outlined and marked "Subject Property" on the map attached as Schedule 304 hereto is changed from HZ.S (Highway) zone with a "Special Exception" to HZ.S (Highway) zone with an amended "Special Exception", to permit, in addition to those uses permitted in an HZ zone, on Block A and B, a medical centre use subject to the following condition:

   i. That the setbacks along the zone boundary which bisects the lot be reduced to zero (0) for the medical centre use only;

   And to further permit, in addition to those uses permitted in an HZ zone, on Block B only, an auto body repair establishment subject to the following conditions:

i. That all storage in association with the auto body repair establishment be visually screened from the roadway; and
ii. That the western most twenty-six (26) parking stalls in association with an auto body repair establishment use only, need not be paved."

3. **SCHEDULE "A"**

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

4. **CERTIFICATE OF CONFORMITY**

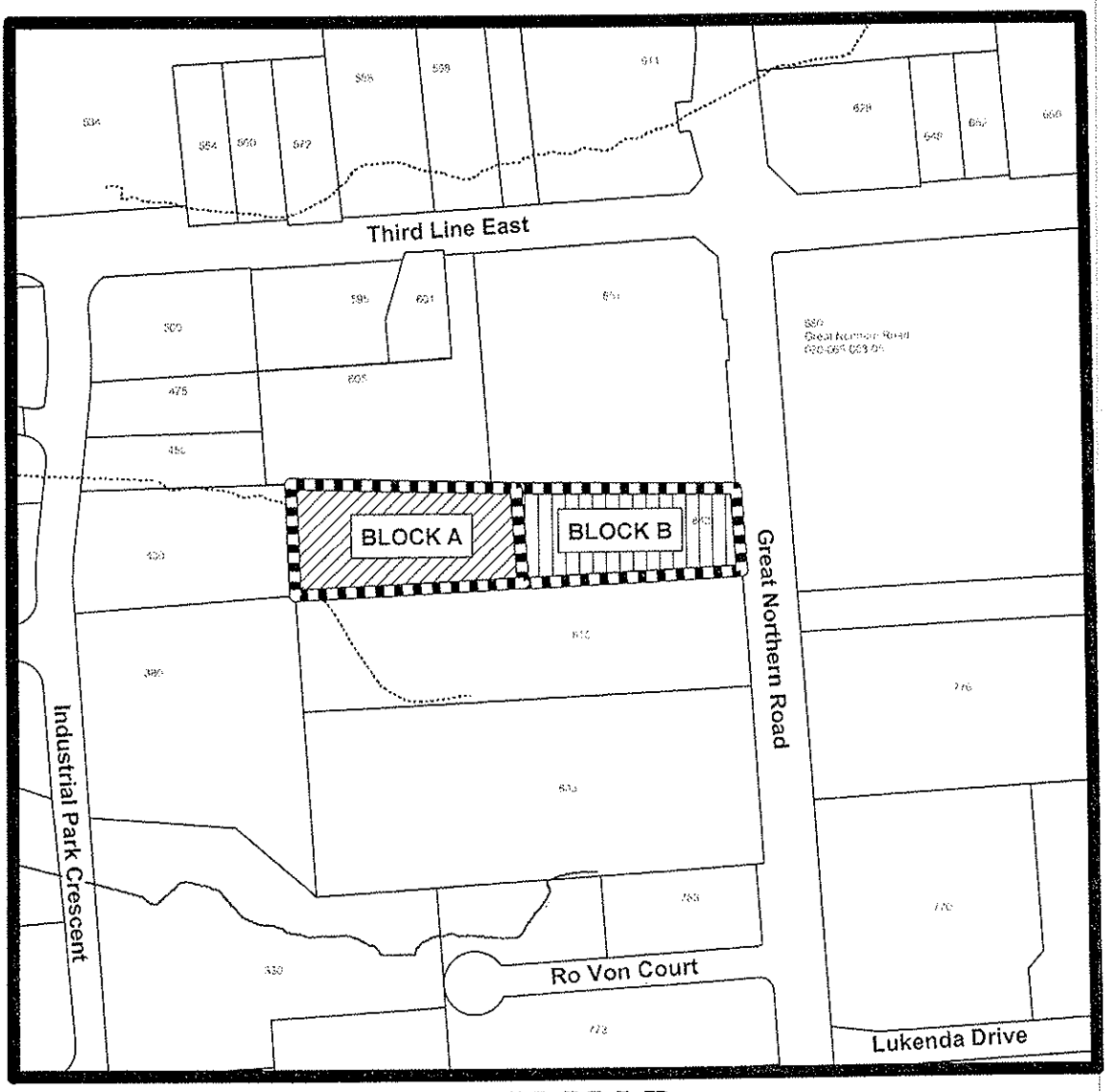
It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law as amended by Official Plan Amendment No. 207.

PASSED in Open Council this 8th day of September, 2014.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

cf/Staff/Legal/Zoning/2014/2014-183 Plumm Investments Inc. (843 Great Northern Rd)



SUBJECT PROPERTY MAP

843 GREAT NORTHERN ROAD

Planning Application: A-15-14-Z-OP

METRIC SCALE
1 : 3000

ROLL NUMBER
030-062-047-00

MAP NUMBERS
98 & 1-112

MAIL LABEL ID
A-15-14-Z

Legend

BLOCK A - SPECIAL EXCEPTION S-304

BLOCK B - SPECIAL EXCEPTION S-304

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-188

AGREEMENT: (AG140) A by-law to authorize the execution of an agreement between the City and 2319839 Ontario Inc., Riversedge Developments Inc. and the Algoma Conservatory of Music to permit a ramp on a portion of the City's boulevard adjacent to 75 Huron Street.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement made between the City and 2319839 Ontario Inc., Riversedge Developments Inc. and the Algoma Conservatory of Music, a copy of which is attached as Schedule "A" hereto. This agreement is to permit a ramp on a portion of the City's boulevard adjacent to 75 Huron Street.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of September, 2014.

_____

MAYOR - DEBBIE AMAROSO

_____

CITY CLERK – MALCOLM WHITE

cf LEGAL\STAFF\BYLAWS\2014\2014-188 Agreement Algoma Conservatory 75 Huron

Schedule "A"

AG140

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE AGREEMENT made in duplicate this 8th day of September, 2014.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(herein referred to as the "City")

- and -

ALGOMA CONSERVATORY OF MUSIC
(herein referred to as the "Conservatory")

- and -

2319839 ONTARIO INC. AND RIVERSEDGE DEVELOPMENTS INC.
(herein collectively referred to as the "Owners")

WHEREAS the Owners are the registered owners of the lands and premises known municipally as 75 Huron Street, Sault Ste. Marie, Ontario (the "Lands");

AND WHEREAS the Conservatory and the Owners have entered into an Agreement dated November 5, 2013 (the "Purchase Agreement") for the purchase of the Lands, which transaction is scheduled to close on February 27, 2015;

AND WHEREAS pursuant to the Purchase Agreement, the Conservatory obtained possession of the Lands on August 1, 2014;

AND WHEREAS the Conservatory desires to occupy a portion of City Property, specifically a portion of the Huron Street boulevard located in front of the Lands, which portion is marked and identified on Schedule "A" attached to this Licence, for the purpose of constructing a temporary accessibility ramp until further renovation work in the building on the Lands is complete;

AND WHEREAS the Conservatory has further notified the Owners of the Conservatory's desire to construct a temporary accessibility ramp on a portion of the City boulevard located in front of the Lands, and the Owners are satisfied with same;

AND WHEREAS the City is prepared to grant to the Conservatory the right to occupy a portion of the Huron Street boulevard located in front of the Lands, subject to the terms and conditions set out herein;

NOW THEREFORE in consideration of the sum of One ($1.00 CDN) Dollar, the receipt of which is hereby acknowledged by the City and the mutual covenants, agreements and promises hereinafter set forth, the parties for themselves and their respective permitted assigns do hereby covenant and agree with one another as follows:

1. The City grants to the Conservatory the right to occupy a portion of City property, specifically that portion of the Huron Street boulevard located in front of 75 Huron Street, which portion is marked and identified on Schedule "A" attached to this Licence ("Licenced Area") for a period of one (1) year, commencing September 8, 2014 and ending on September 8, 2015.

2. The Licenced Area shall only be used for the temporary location of an accessibility ramp. The Conservatory and the Owners shall not use or permit the Licenced Area to be used for any purpose other than the purpose set out herein.

3. The Conservatory and the Owners acknowledge and agree that this Licence Agreement is subject to the conditions set out in Schedule "B" attached.

4. The Conservatory and the Owners shall not assign, transfer or make any other disposition of this Licence Agreement or of the rights conferred thereby, without the prior written consent of the City.

5. Any notice pursuant to any of the provisions of this Licence Agreement shall be deemed to have been properly given if delivered in person or sent electronically as follows:

   In the case of notice to the City to:

   Melanie Borowicz-Sibenik
   Assistant City Solicitor
   The Corporation of the City of Sault Ste. Marie
   Email: m.borowiczsibenik@cityssm.on.ca

   In the case of notice to Riversedge Developments Inc. and 2319839 Ontario Inc. to:

   Justus Veldman
   President - Riversedge Developments Inc.
   Director/Secretary - 2319839 Ontario Inc.
   Email: justusveldman@yahoo.ca

In the case of notice to the Conservatory to:

Guy Traficante
Principal
Algoma Conservatory of Music
Email: algomaconservatory@algomau.ca

6. In this Licence, the "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.

7. This Licence Agreement, together with the recitals and the Schedules appended hereto constitutes the entire agreement of the parties and supercedes all prior representations, proposals, discussions and communications, whether oral or in writing. This Licence Agreement may be modified only be written instrument signed by both parties.

8. The provisions of this Licence Agreement shall be binding upon and enure to the benefit of, the parties and their respective successors and (where applicable) permitted assigns.

9. The parties hereto acknowledge and agree that the recitals and Schedules "A" and "B" appended hereto shall and do form part of this Licence Agreement.

10. This Licence Agreement shall be exclusively governed by, and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein.

11. This Agreement may be executed by the parties hereto in separate counterparts, each of which so executed shall be deemed to be an original. Such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the effective date set forth above.

12. The parties hereto agree that Sections 1-4 inclusive and Sections 7-11 inclusive of this Licence Agreement, the recitals herein, and Schedules "A" and "B" to this Licence Agreement shall survive the termination of this Licence Agreement.

SIGNED, SEALED AND DELIVERED)
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2319839 ONTARIO INC.

_____

DIRECTOR/SECRETARY - Justus Veldman

I have the authority to bind the corporation.

RIVERSEDGE DEVELOPMENTS INC.

PRESIDENT – Justus Veldman

I have the authority to bind the corporation.

ALGOMA CONSERVATORY OF MUSIC

PRINCIPAL – Guy Traficante

CHAIR – Dr. David H. Gould

We have the authority to bind the Conservatory.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

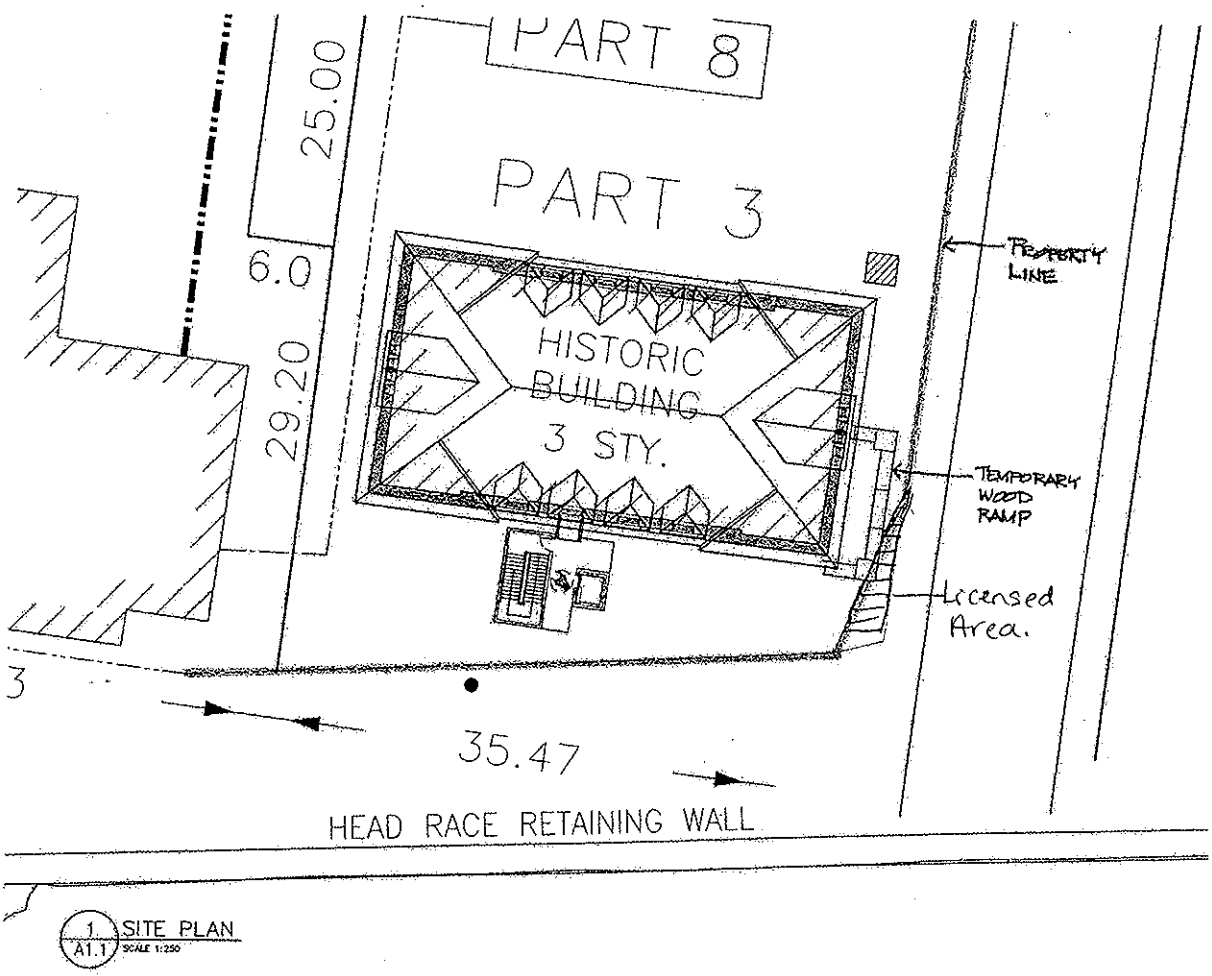
We have the authority to bind the City.

Legal\Staff\Agreements\AG Algoma Conservatory of Music 75 Huron Street

SCHEDULE "A" TO
LICENCE TO OCCUPY CITY PROPERTY

City Property

The City grants the Licencee the right to occupy a portion of City property, specifically that portion of the Huron Street boulevard located in front of 75 Huron Street, which portion is marked and identified on the Map below and is defined as the Licenced Area in this Licence Agreement:



SCHEDULE "B"
LICENCE TO OCCUPY CITY PROPERTY

This Licence is subject to the following conditions:

1. The City hereby grants the Conservatory permission to construct and maintain an accessibility ramp (the "Ramp") for a period of one (1) year commencing on September 8, 2014 and ending on September 8, 2015 (the "Term"), on the Licenced Area as defined in Schedule "A" to this Licence.

2. At no time shall the City be responsible for constructing, transporting, designing, setting up, maintaining, removing or otherwise dealing with the Ramp, nor shall the City be responsible for any matters related directly or indirectly thereto. The Conservatory shall be responsible for all costs, expenses and liabilities related to the construction, transportation, design, set up, presence, maintenance, use and removal of the Ramp located on the City Property. The Owners have consented to the aforesaid construction and presence of the Ramp. The Conservatory shall indemnify and save harmless the City from any costs, liabilities and expenses incurred by the City that may result from the Ramp and any matters related directly or indirectly thereto.

3. The Conservatory and the Owners confirm that the City has not provided any representation, warranty or other assurance regarding the suitability of the Licenced Area or any part thereof, for use by the Conservatory. The Conservatory acknowledges that it has carried out an inspection of the Lands and the Licenced Area specifically to satisfy itself concerning the suitability of same for its proposed use and further, that it is using the Licenced Area on an "as is where is" basis.

4. The Conservatory shall have full responsibility, at its own expense, to ensure that it has obtained all necessary approvals and completed all such plans, assessments, proposals, and studies that are necessary, if any, for the construction and maintenance of a temporary accessibility Ramp on the Licenced Area. The Conservatory shall save harmless and fully indemnify the City from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Conservatory of such approvals, plans, assessments, proposal, and studies.

5. The Conservatory agrees that the construction, maintenance, inspection, removal and any other dealings with the Ramp shall be completed above ground, and that no digging in excess of six (6") inches for any reason shall take place without the express prior written consent of the City's Engineering & Planning Department.

6. The Conservatory shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the design, construction, maintenance and removal of the Ramp, and the use of the Licenced Area during the Term, and shall save harmless and fully indemnify the City from and against all losses, costs, damages

and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee with such Laws, By-Laws, Rules and Regulations.

7. The Conservatory shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the use of the Licenced Area during the Term.

8. The Conservatory shall indemnify and save harmless the City from all costs, liabilities and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Conservatory's setup, maintenance, removal and use of the Ramp or the Licenced Area, the intent being that the City shall be at no risk or expense to which it would not have been put had the use of the Licenced Area not occurred.

9. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of the City Property, such that the removal of any portion of the Ramp located on the Licenced Area is required, the Conservatory and the Owners shall in no way restrict such access and/or removal of a portion or the entirety of the Ramp, and the City and/or emergency personnel shall in no way be responsible for restoring the Ramp to its condition prior to such access and/or removal of the Ramp by the City and/or emergency personnel.

10. The Public Utilities Commission, Union Gas, Algoma Power Incorporated, Great Lakes Power, Bell Canada, and Shaw Communications Incorporated shall be hereafter referred to as the "Utility Companies". If, at the sole discretion of a Utility Company, the Utility Company requires access to any portion of the City Property, such that the removal of any portion of the Ramp located on the Licenced Area is required, the Conservatory and the Owners shall in no way restrict such access and/or removal of a portion or the entirety of the Ramp, and the Utility Company shall in no way be responsible for restoring the Ramp to its condition prior to such access and/or removal of the Ramp by the Utility Company.

11. The Conservatory and the Owners shall not use or permit the use of the Licenced Area for any purpose other than the purpose herein set out. The Conservatory and the Owners shall not erect any buildings or other structures on the Licenced Area.

12. The Conservatory acknowledges and agrees that the building located on the Lands is a Heritage Building as defined under the *Ontario Heritage Act* and further that the City's Municipal Heritage Committee must approve any alterations to any heritage features of municipal heritage buildings. The Conservatory covenants and agrees that the Ramp shall not be attached to the staircase or building and that the Ramp is a temporary measure until more permanent structures are installed in the future. The Conservatory further covenants and agrees that no heritage features of the building are being altered with the construction and maintenance of the Ramp. The

Conservatory shall save harmless and fully indemnify the City from and against all losses, costs, damages, liabilities and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Conservatory with respect to the matters set out herein.

13. During the Term, the Conservatory shall be responsible, at its sole liability and expense, to complete all maintenance and upkeep of the Licenced Area. The Conservatory agrees to maintain the Licenced Area in a manner that is consistent with the overall character of the remainder of the City Property and to the satisfaction and direction of the City, in the City's sole discretion. The Conservatory further acknowledges and agrees that its temporary use and operation of the Licenced Area shall not interfere with the use and maintenance of the remainder of the City Property.

14. At the conclusion of the Term, or in the event that this Licence Agreement is terminated in accordance with Section 15 herein, the Conservatory shall promptly remove the Ramp and any materials related directly or indirectly thereto, complete all necessary cleanup activities and restore the Licensed Area to the condition it existed prior to its use of the Licenced Area, to the satisfaction of the City. In the event that the required cleanup activities and restoration of the Licenced Area is not completed by the Conservatory by September 29, 2015, or forthwith following a termination of this Licence pursuant to Section 15 herein, the City may complete such cleanup, removal of the items and restore the Licenced Area as it deems necessary at the expense, liability and risk of the Conservatory.

15. The City or the Conservatory may cancel this Licence on giving one (1) month written notice to the other parties of their intention to do so.

16. The Conservatory shall keep in force during the Term, property damage insurance and personal injury insurance against claims for bodily injury, death or property damage occurring on the Licenced Area in an amount not less than Two Million ($2,000,00.00) Dollars, to the satisfaction of the City in its sole discretion, and name the City as "Additional Insured" to same. Proof of said insurance shall be filed with the Legal Department of the City of Sault Ste. Marie.

THIS AGREEMENT made the 5th day of November , 2013

BETWEEN:

ALGOMA CONSERVATORY OF MUSIC
(hereinafter referred to as the "**Purchaser**")

OF THE FIRST PART

- and -

2319839 ONTARIO INC.
(hereinafter referred to as the "**Vendor**")

OF THE SECOND PART

1.0 OFFER TO PURCHASE

1.1 The Purchaser offers to purchase from the Vendor all of the Vendor's rights, title and interest in the historic office building (the "Building") and the immediately surrounding lands municipally described as 75 Huron Street, in the City of Sault Ste. Marie, in the District of Algoma being part of the lands described in PIN 31577-0012(LT) and shown as Parts 2, 3, 6, 7 on the draft reference plan attached as Schedule "A" (collectively with the "Buildings" the "Real Property") including the historic furniture and chattels and historic documents, in the Buildings or that may be located off-site or on loan as of the date of execution of this agreement, but that still belong to the Vendor, together with all appliances and fixtures (it being the intention of the parties that the more modern furniture and equipment will also be included at the discretion of the Vendor) together with the following easements at no additional cost nor fee in perpetuity:

(a) sanitary sewer over Parts 8 and 9 on Schedule A (the "Sanitary Sewer Easement");
(b) a right-of way in common with others entitled thereto over part 10 on schedule A for access to the barrier free parking spaces (the "Barrier Free Parking Easement") and the side entrance to the Building:
(c) a nonexclusive easement for free parking over the lands described in PIN 31577-0035 (the "Parking Lot Easement");
(d) an easement for electrical service over Parts 8, and 11 on Schedule B (the "Electrical Easement")

and subject to the following perpetual easements in favour of the Vendor:
(e) an easement over Part 7 of Schedule A in respect of an electrical transformer located thereon (the "Transformer Easement"); and
(f) a sanitary sewer easement over part 3 on schedule A.
Provided that in the event of the redevelopment of the Lands (as hereinafter defined in s.1.2) the Vendor shall have the right, in its absolute discretion, to relocate the easements described in s. 1.1(a),(b) and (d).

1.2 The Purchaser acknowledges that the Real Property was part of a larger piece of property formerly known as the St. Mary's Paper mill site owned by the Vendor (the "Lands"). Prior to the Closing Date the Vendor applied for and was granted severance which will be crystallized so that the Real Property shall be severed from the Lands held by the Vendor prior to closing. The Parties covenant as follows:

1.2.1 The Purchaser shall contribute up to ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000) of invoiced 3rd party costs ("Purchasers Contributed Costs") incurred to with comply with the conditions imposed by the Committee of Adjustment of the Corporation of the City of Sault St. Marie to obtain such consent for the severance of the Real Property from the Lands, including the cost

of the reference plan and cash in lieu of parkland which costs shall be paid on Closing. The Vendor covenants that it shall be responsible to diligently negotiate the site plan agreement with the City in cooperation with keep each other and keep each other informed in respect of the conditions to be imposed by the City and the expectant costs associated with the satisfaction of such conditions which the parties agree they will use their best efforts to keep below $150,000 , but should the City impose conditions which would result in the cost to satisfy such conditions being in excess of $150,000, the Vendor shall bear such excess.

1.2.2 The Vendor shall diligently and without delay:

1.2.2.1 Complete the transfer of the Real Property from the Lands before December 4, 2013 in order to crystallize the severance;

1.2.2.2 Draft and present to the Purchaser the Parking Lot Easement before December 4, 2013;

1.3 The Parties agree that the Real Property will be together with and subject to certain easements as set out in section 1.1 above, and that the Parking Lot Easement shall be subject to terms which will allow the Vendor to provide an alternate parking easement which will contain at least an equal number of parking spaces and be within the same walking distance from the Real Property as of the lands upon which the Parking Lot Easement is to be registered, and further that the Parking Lot Easement will allow the Vendor to utilize the parking lot subject to the Parking Lot Easement for overflow parking during the occurrence of events on the Lands as long as such use is consistent with the City of Sault Ste. Marie bylaws or other rules or regulations regarding required parking for the Purchaser's use of the Real Property, which the Vendor agrees to negotiate, draft, and grant to the Purchaser as part of this transaction.

1.4 The Purchaser and Vendor agree that:

1.4.1 Use of the Parking Lot Easement shall be free of charge for students, visitors, employees and other individuals using the Real Property of the Algoma Conservatory of Music, and

1.4.2 Purchaser shall be responsible for the cost of its liability insurance, maintenance, and snowploughing of the Parking Easement.

1.5 The Vendor agrees that prior to the Closing Date, the Purchaser and its agents, investors, employees and invitees may enter the Property at such times as arranged by the Vendor provided the Purchaser provides an indemnity to the Vendor whereby the Vendor is indemnified and held harmless for any injuries, bodily, property or death, to the Purchaser and its employees, investors, agents or invitees while on the Property.

1.6 The Purchaser covenants that on the Closing Date the titleholder shall be the Algoma Conservatory of Music (the "School") and/or Board of Trustees of the Algoma Conservatory of Music (the "Board"). Such covenant regarding the titleholder of the Building is a material representation and warranty by the Purchaser and if not provided the Vendor would not have sold the Real Property for the Purchase Price and upon the

terms contained in this Agreement. On the Closing Date the Purchaser shall provide Vendor with evidence satisfactory to the Vendor of this covenant.

1.7 Purchaser further covenants that the future use of the Building will be for the purpose of the operations of the Algoma Conservatory of Music non-profit corporation on the Possession Date and as may evolve and is within the mandate and objectives of the Algoma Conservatory of Music (the "Operations"). Purchaser hereby grants the Vendor the option to repurchase the Building and the Real Property in the event that the Algoma Conservatory of Music: (a) irrevocably discontinues its Operations; and/or (b) files a petition for bankruptcy; and/or (c) elects to offer the Building and the Real Property for sale, for a price equal to the Purchase Price, plus the audited cost of the Renovations. This option may not be transferred or assigned by the Vendor and shall expire upon the sale by Vendor, except for a sale to an affiliate, subsidiary or related party, of materially all of the Lands.

1.8 The Purchaser covenants that until the earliest of the Closing Date or the end of the fundraising campaign a representative of the Vendor shall be appointed as a member of the Algoma Conservatory of Music fund-raising committee.

1.9 The Vendor shall permit the Algoma Conservatory of Music fund-raising committee to use in its promotional material plans for the development of the Mill Square and Machine Shop provided that the Vendor approves such plans prior to publishing and/or distribution and such approval of the Vendor shall not be unreasonably withheld.

1.10 The Parties agree that on a non-exclusive basis from the date both Parties execute this Agreement to the Possession Date the Algoma Conservatory of Music shall have permission at its own risk and expense to use some of the offices and meeting rooms (the "Office Space") in the office building for temporary office space (the "Office Use") on the following terms and conditions:

1.10.1 The use of the Office Space shall not be permanent and only when required by the Purchaser;

1.10.2 the Office Space is to be only utilized for administration, documentary work and/or fundraising meetings;

1.10.3 no rent shall be charged for the Office Use, but the Purchaser may agree at its sole discretion to contribute to the cost of its reasonable share of the operating cost of the Building;

1.10.4 Prior to use of the Office Space the Purchaser must reserve such office and/or meeting rooms. All room bookings must be made in advance to the Vendor.

1.11 Vendor agrees that the Purchaser may start renovations to the Building at any time following the execution of this Agreement provided that: (a) the Vendor has approved the construction schedule, acting reasonably (b) consents under the Ontario Heritage Act have been obtained, if required (c) the Purchaser's Board of Directors has approved the renovations and funding thereof (d) the Purchaser has provided evidence of insurance with the Vendor as a named insured (e) if this Agreement is terminated for any reason the Purchaser shall not be reimbursed or compensated for such Renovations and shall surrender such Renovations to the Vendor and (f) if a construction lien, order or writ is issued against the Real Property and/or Lands as a result of any work, renovation,

addition, improvement or construction by the Purchaser, or its employees, agents or contractor then the Purchaser shall within thirty (30) days remove such writ, order and/or lien from the title to the Real Property and/or Lands.

1.12 The Parties agree that notwithstanding the Closing Date the Purchaser shall have exclusive possession of the Real Property and Buildings on the following terms:

1.12.1 The Purchaser shall obtain possession on August 1, 2014 (the "Possession Date");

1.12.2 The Purchaser shall be solely responsible for all costs of the Real Property and buildings thereon including but not limited to insurance, utilities, municipal taxes. If the property taxes are not apportioned between the Real Property and the Lands then the Purchaser shall undertake to readjust to the Possession Date following such apportionment;

1.12.3 The Purchaser covenants and agrees with the Vendor that it will, from the earlier of the Possession Date or when it commences its Renovations, keep its occupancy and activities including renovations insured against liability and loss or damage by fire in the sum of their full insurable value, with an insurance company approved by the Vendor. The Purchaser shall also obtain third party liability coverage, WSIB and all other insurance as reasonably required for the Purchaser's occupation of the Real Property including any work or improvement to the Real Property.

1.12.4 The Purchaser shall also pay and discharge all taxes, rates and assessments with respect to the Real Property that may accrue, be levied, or charged from and after the Possession Date hereof, including local improvement assessments and sewer rates,.

1.12.5 The Purchaser shall be permitted to sublet any portion of the Real Property without the Vendor's consent, to Algoma University or related organization or to other organizations that enhance the Purchaser's operations, either through related programs, services, or to generate needed income for the Purchaser.

1.12.6 The Purchaser from the earlier of the Possession Date or when it starts Renovations shall assume all risks of the Real Property. The Purchaser shall perform all repairs and replacement to the Buildings and Real Property, including reasonable wear and tear, as if it was a prudent owner. At no time shall the Vendor be responsible to perform any repair for any reason to the Buildings, fixtures, HVAC equipment (if any) and/or Real Property, unless such repairs are necessitated by damage caused to the real property occasioned by the Vendor.

1.13 The Parties agree to continue discussing future business plans and possible partnership with respect to the machine shop however such statement of intent does not bind either Party.

2.0 PURCHASE PRICE

2.1 The purchase price payable for the Real Property shall be the sum of ONE MILLION DOLLARS ($1,000,000.00) of lawful money of Canada (hereinafter called the "Purchase Price"), plus Harmonized Sales Tax payable by the Purchaser to the Vendor as follows:

(a) The sum of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) as a deposit shall be paid by the Purchaser upon delivery of this Agreement by direct deposit or certified cheque made payable to the Vendor's solicitor, in trust, and to be held by the said solicitor pending the completion or other termination of the Purchase Agreement and to be credited on account of the Purchase Price on Closing; and

(b) The balance of the Purchase Price, subject to the usual adjustments, shall be paid by the Purchaser to the Vendor by direct deposit or certified cheque on the Closing Date to the Vendor's solicitor in trust.

3.0 HARMONIZED SALES TAX

3.1 With respect to harmonized sales tax ("HST") payable pursuant to the *Excise Tax Act (Canada)* (the "Act"), the parties covenant and agree as follows:

(a) subject to clause (b) below, the Purchaser shall pay to the Vendor on closing by certified cheque all HST payable as a result of this transaction in accordance with the Act and the Vendor shall remit such HST to the Receiver General for Canada when and to the extent required by the Act;

(b) notwithstanding clause (a), should this transaction and the parties qualify pursuant to the rules Act, the Vendor shall not collect HST from the Purchaser in this transaction if the Purchaser is (or on the Closing Date will be) registered under the Act, and in that event the Purchaser shall pay and remit all HST payable on its own, during the Purchaser's next reporting period for HST purposes following the closing of this transaction (after taking into account all applicable input tax credits and rebates available to the Purchaser) when and to the extent required by the Act, and the parties agree to execute and file any forms or elections to accomplish the same;

(c) the Vendor and Purchaser shall each indemnify the other and hold the other harmless from any liability of the other under the Act arising because of breach of obligations of the Vendor or Purchaser, as the case may be, set out in this section or arising under the Act, together with all loss, costs and expenses resulting from such breach;

(d) the Purchaser shall provide the Vendor on Closing with a statutory declaration confirming:
i) its HST registration number under the Act;
ii) that such registration has not been revoked; and
iii) that the Purchaser will, on closing, be the sole beneficial owner of the Real Property.

(e) the provisions aforesaid shall survive Closing.

3.2 The parties acknowledge that HST is in addition to, and not included in, the Purchase Price. In the event that the Purchaser does not, at Closing, provide the written confirmation and statutory declaration described in Section ~~5.1~~ 3.1 hereof, the Purchaser shall pay

and the Vendor shall collect and remit the HST that is exigible in connection with this transaction.

4.0 ACCEPTANCE

4.1 The Purchaser agrees that this Offer shall remain open for acceptance and shall be capable of acceptance by the Vendor until 11:59 p.m. on November 8th 2013 after which time if not accepted by the Vendor this Offer shall be null and void.

5.0 TITLE

5.1 The Purchaser shall be allowed until 5:00 p.m. on the day that is 30 days before closing to examine the title to the Real Property at the Purchaser's own expense and to satisfy itself that:

(a) the title to the Real Property is good and will be free from all mortgages, charges, liens at Closing;

(b) there are no outstanding orders, deficiency notices or directives, issued by any federal or provincial authority before November 8th 2013, affecting the Real Property.

5.2 If within the time specified in Section 5.1 hereof any valid objection to title is made in writing to the Vendor or its solicitor which the Vendor is unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations in respect of such objections, be null and void and neither party shall be liable or responsible under this Agreement to the other for any costs, expenses or damages whatsoever.

5.3 The Purchaser acknowledges that it is accepting the Real Property and the Building on an "as is" "where is" basis. The Vendor and Purchaser agree that there is no representation or warranty of any kind as to:

(a) fitness for the use of the Real Property as intended by the Purchaser;
(b) condition of the buildings on the Real Property;
(c) lawful use of the Real Property;
(d) environmental condition of the Real Property; and,
(e) status of any easements (if any) on the Real Property.

5.4 Provided that the title to the property is good and free from all mortgages, charges and liens, except for liens resulting from Renovations performed by or on behalf of the Purchaser, the Purchaser shall accept title subject to any (a) any site plans, registered restrictions or covenants that run with the land; (b) any registered municipal agreements and registered agreements with publicly regulated utilities (c) any easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services.

5.5 The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of

Vendor. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Purchaser on completion, is not available in registrable form on completion, Purchaser agrees to accept Vendor's Solicitor's Law Firm Undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

5.6 The Purchaser acknowledges having had the opportunity to inspect the Real Property prior to submitting this Offer and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Purchaser and Vendor.

5.7 The Purchaser acknowledges that the Building on the Real Property is designated as a heritage property under the Ontario Heritage Act. The Purchaser shall not demand any certification, amendments, deletions or alterations to the heritage designation and observe its obligations and duties, in particular where it concerns the Renovations, under the Ontario Heritage Act.

6.0 DOCUMENTS TO BE DELIVERED AFTER ACCEPTANCE

6.1 The Vendor covenants and agrees to deliver to the Purchaser within five (5) business days after the acceptance of this Offer, the following:

(a) All written directions or authorizations of the Vendor as may be required by the Purchaser, addressed to all relevant governmental authorities or agencies having jurisdiction over the Real Property permitting the release by such governmental authorities of any relevant information concerning the Real Property to the Purchaser or its or its solicitor provided the Purchaser has provided such written directions or authorizations;

(b) Copies of municipally tax bills, assessment notices as relevant for the Real Property;

(c) The existing surveyor's real property report with respect to the Real Property if available showing the present location of all buildings situate on the Real Property;

(d) Copies of all engineering reports, environmental reports, studies and investigations and remediation with respect to the Real Property and the Building thereon and over which the Access Easement and Parking Easement will be granted, as may be in the Vendor's possession, or in the Vendor's control, and all operational reports, studies and investigations be obtained prior to Closing and to deliver them to the Purchaser when received by the Vendor.

The Parties agree that nothing in this Article shall require the Vendor to prepare, order or obtain such information if not within the Vendor's possession.

7.0 DATE OF CLOSIN

7.1 This Agre nt shall be completed on the 27th day of February 2015 (sometimes referred to this Agreement as the "Closing Date", "closing", "date of closing", "completio "date of completion").

8.0 VENDOR'S REPR TATIONS AND WARRANTIES

8.1 The Vend reby warrants and represents the following matters to the Purchaser (hereinafte ectively referred to as the "Warranties"), and it is hereby acknowledged and agree the Purchaser has relied upon the truthfulness and accuracy of the Warranties tering into this Agreement and that such Warranties shall also be deemed an strued to be conditions of closing, as hereinafter provided:

(a) The ndor is a corporation duly incorporated pursuant to the laws of the Pro of Ontario and has the necessary corporate authority, power and ca to own the Real Property and to enter into this transaction;

(b) Th eement and the obligations of the Vendor hereunder and the documents ar actions contemplated herein have been authorized by all requisite co proceedings and constitute legal, valid and binding obligations of the Ve nforceable against the Vendor in accordance with their terms;

(c) As date of this Agreement, the Vendor has not received any notice of work or ficiency notice, notice of violation or other similar written communication fro municipal or governmental authority, regulatory authority or otherwise re or recommending that certain work or repair relating to the Real Pr s necessary or required. For greater certainty, this Warranty excludes ar es resulting from the Site Preparation after the execution of this Ag ;

(d) The e no leases, tenancy agreements and/or occupancy agreements or lic employment and service contracts and equipment leases and contracts in th or affecting the Real Property, that would prevent Purchaser fro on the Possession Date;

8.2 The parties f r acknowledge, confirm and agree that in the event that any of the Warra d to be untrue in any material respect, or if the Vendor is in breach of arranties and such breach continues and is not remedied by the Closing Dat n, in addition to any other rights or remedies to which the Purchaser is entitled he (at law or in equity), the Purchaser may at its option, by notice in writing del Vendor (or the Vendor's solicitor or agent) at any time prior to closing, te greement, whereupon all deposit monies paid hereunder shall forthwith b the Purchaser and the Purchaser shall thereupon be released and relieve all gations and liabilities hereunder.

9.0 DOCUMENTS TO ELIVERED ON CLOSING

9.1 In addition any other documents, matters or things required to be delivered to the Purchaser pursuant to the terms and provisions hereof, the Vendor covenants and agrees to deliver to the Purchaser (or to the Purchaser's solicitor), on closing, each of the following:

(a) keys to all doors and locks for the office building on the Real Property;

(b) a statutory declaration of possession in a form satisfactory to Purchaser's solicitor and Vendor's solicitor, both acting reasonably, duly sworn by an authorized signing officer of the Vendor having personal knowledge of the Real Property and this transaction, confirming the Vendor's continuous, undisturbed, uninterrupted and exclusive ownership and possession of the Real Property until the Possession Date consistent with the Vendor's title obligations and consistent with the Purchaser obtaining title "where is" herein contained;

(c) a statutory declaration duly sworn by an authorized signing officer of the Vendor, having personal knowledge of this transaction and of the facts declared, wherein the declarant confirms:

i) that to the best of the declaring person's knowledge, information and belief the Warranties are, and continue to be as of the closing date, true and correct in all material respects; and

(d) a statutory declaration duly sworn by an authorized signing officer of the Vendor, confirming that the Vendor is not a non-resident of Canada within the meaning of Section 116 of the Income Tax Act R.S.C. 1985, as amended, or in lieu thereof, the Vendor's certificate or clearance certificate issued by the Ministry of Revenue as contemplated by Section 116 of the said legislation; and

(e) Deed to the Land with the consent of the Committee of Adjustment endorsed thereon.

10.0 INSURANCE

10.1 Until the earlier of the Possession Date or the commencement of Renovations pursuant to this Agreement, the building and equipment located on the Real Property shall be and remain at the risk of the Vendor and the Vendor will hold all policies of insurance on the Real Property and the proceeds thereof in trust for the parties hereto as their respective interests may appear in the event of damage to the Buildings after the Possession Date but before the Possession Date the Purchaser shall complete the purchase of the Agreement.

11.0 NOTICES

11.1 Any notice required or desired to be given or delivered to either of the parties hereto shall be in writing, and shall be personally delivered by hand/courier or by fax or email to the party or parties as follows:

TO THE PURCHASER: Algoma Conservatory of Music
1520 Queen Street East
Sault Ste. Marie, ON P6A 2G4
algomaconservatory@algomau.ca
with a copy to Wishart Law Firm LLP
Attention Gordon Acton
fax 705-949-2465
email gacton@wishartlaw.com

TO THE VENDOR: 2319839 ONTARIO INC.

9-620 Davenport Road
Waterloo, ON N2V 2C2

ATTENTION: Mr. John Veldman
Secretary/Treasurer

with a copy of any such notice to
Laidlaw, Paciocco, Spadafore Law Firm LLP
Attention Robert Paciocco
Fax
paciocco@lpslawyers.com

11.2 All notices and documents shall be delivered by hand/courier or by telefax only on business days (excluding Saturdays, Sundays and statutory holidays), and shall be deemed to have been received on the day that same has been so delivered or telefaxed, on the express understanding that any document or notice delivered or telefaxed after 5:00 p.m. shall be deemed to have been received on the next business day following the date of such delivery or telefax transmission (as the case may be), and provided further that if so telefaxed, a confirmation of such telefax transmission must be received by the transmitting party at the time of such transmission otherwise same will be deemed not to have been properly or sufficiently telefaxed to the intended party.

11.3 Either party hereto may, from time to time and by written notice delivered to the other party in the manner aforesaid, change the address or telefax number to which its notices are to be delivered or telefaxed, as the case may be.

12.0 INTERPRETATION

12.1 Time shall in all respects be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard.

12.2 Any tender of documents or money hereunder may be made upon the Vendor or the Purchaser or their respective solicitors on the date for completion of this Agreement. Money may be tendered by direct deposit, bank draft or cheque certified by a chartered bank, trust company or Province of Ontario Savings Office.

12.3 This Agreement shall constitute the entire agreement between the Purchaser and the Vendor. The parties acknowledge that other than as herein set out there is no representation, warranty, collateral agreement or condition, whether direct or collateral, or express or implied which induced either party hereto to enter into this Agreement or on which reliance is placed by any such party, or which affects this Agreement or the Property or which is supported hereby other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the content.

12.4 This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and assigns.

12.5 This Agreement shall not be amended, altered or modified except by memorandum in writing signed by the parties hereto and any amendment, alteration or modification shall be null and void and shall not be binding unless made and recorded as aforesaid.

IN WITNESS WHERE[illegible]chaser has executed this Agreement this 6th day of November, 2013.

ALGOMA CONSERVATORY OF MUSIC

Per:

Name: DAVID H. GOULD
Position: CHAIRMAN

I have authority to bind the Corporation

The undersigned acce[illegible] Offer this _____ day of November, 2013.

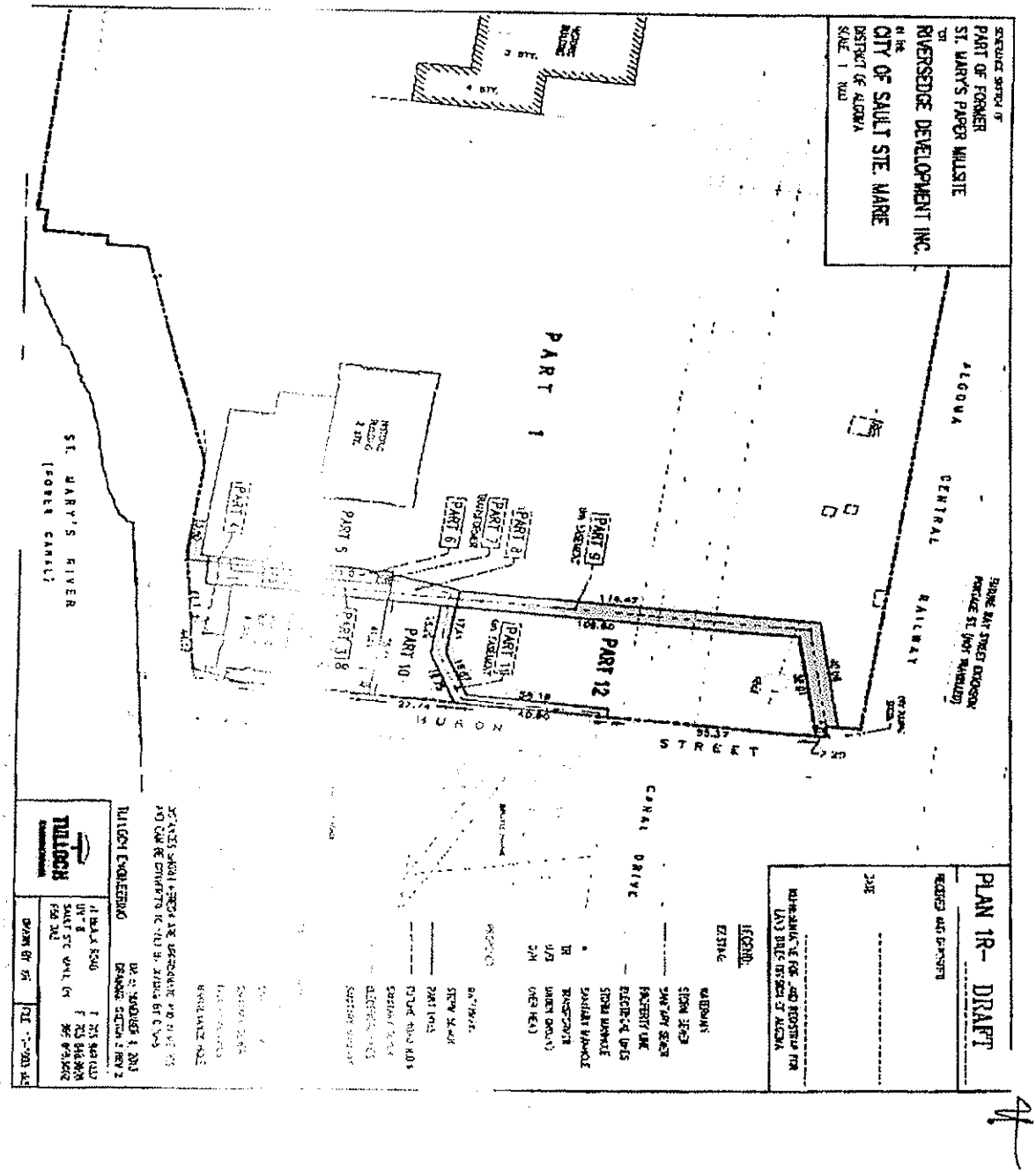
2319839 ONTARIO INC.

Per: 11/6th/2013

Name: William GALLE
Position: President

I have authority to bind the Corporation

SCHEDULE "A"


SKETCH OF
PART OF FORMER
ST. MARY'S PAPER MILLSITE
TO
RIVERSEDGE DEVELOPMENT INC.
IN THE
CITY OF SAULT STE. MARIE
DISTRICT OF ALGOMA
SCALE 1 : 1000
PLAN 1R– DRAFT
PART 1
PART 2
PART 3
PART 4
PART 5
PART 6
PART 7
PART 8
PART 9
PART 10
PART 11
PART 12
HURON STREET
CANAL DRIVE
ALGOMA CENTRAL RAILWAY
ST. MARY'S RIVER
(SOO CANAL)
HISTORIC BUILDING
TULLOCH ENGINEERING
TULLOCH

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-189

ELECTIONS (E1): A by-law to appoint members of a Compliance Audit Committee under the *Municipal Elections Act*.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to the *Municipal Elections Act*, **ENACTS** as follows**:**

1. **APPOINTMENTS TO THE COMPLIANCE AUDIT COMMITTEE**

   (a) The following persons are hereby appointed to the Compliance Audit Committee for the 2014 municipal election:

   Thomas Ambeault
   Donna Irving
   Alanna Kresin.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of September, 2014.

_____
MAYOR – DEBBIE AMAROSO

_____
CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2014\2014-189 APPOINTING COMPLIANCE AUDIT COMMITTEE.DOC

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-190

AGREEMENT: (C2.13(6)) A by-law to authorize the execution of a Fednor Contribution Agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Industry, to provide funding for the Downtown Community Improvement Plan initiative.

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 Fednor Contribution Agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Industry, a copy of which is attached as Schedule “A” hereto. This agreement provides funding for the Downtown Community Improvement Plan initiative.

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 8th day of September, 2014.

_____

MAYOR - DEBBIE AMAROSO

_____

CITY CLERK – MALCOLM WHITE

cf LEGAL\STAFF\BYLAWS\2014\2014-190 Minister of Industry contribution agreement

Industry Canada
FedNor

2 Queen Street East
Sault Ste. Marie, Ontario
P6A 1Y3

Tel.: 705 941-2014
1 877 333-6673
Fax: 705 941-2085
Web site: ic.gc.ca/FedNor

Industrie Canada
FedNor

2, rue Queen est
Sault Ste. Marie (Ontario)
P6A 1Y3

Tel.: 705 941-2014
1 877 333-6673
Téléc.: 705 941-2085
Site web: ic.gc.ca/FedNor

Protected B

Project Number: 851-806283

THIS AGREEMENT made as of: AUG 1 4 2014

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Industry
(the "Minister")

– AND –

The Corporation of the City of Sault Ste. Marie
(the "Recipient")

WHEREAS in response to an application from the Recipient received December 6, 2013, the Minister has agreed to provide a non-repayable Contribution to the Recipient (the Minister and the Recipient collectively referred to as the Parties and individually as a Party) under the Northern Ontario Development Program for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

1.0 The Agreement

1.1 a) The following Annexes form part of this Agreement:

Annex 1 – The Project – Statement of Work
Annex 2 – Costing Memorandum
Annex 3 – Recipient representation documents per section 8.0

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Minister.

c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.

d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

1.2 Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work
Annex 2 – Costing Memorandum

1.3 Headings

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

1.4 Date of Acceptance

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Minister (the "Date of Acceptance").

1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

a) the Completion Date; or

b) upon the date on which all amounts due by the Recipient to the Minister under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

a) Section 4 – Total Canadian Government Funding

b) Section 7 – Monitoring and Audit

c) Section 8 – Representations

d) Section 11 – Indemnification and Limitation of Liability

e) Section 12 – Default and Remedies

f) Section 13 – General

2.0 The Project

2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before July 28, 2014 (the "Commencement Date") and is completed on or before August 1, 2017 (the "Completion Date").

2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Minister.

3.0 The Contribution

3.1 The Minister will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

a) 57.897% of the incurred Eligible & Supported Costs of $1,450,000 of the Project outlined in Annex 1, and

b) $839,500.

3.2 The Minister shall not normally contribute to any Eligible and Supported Costs incurred prior to December 6, 2013 or later than the Completion Date.

The Minister shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

3.3 Notwithstanding 3.2 the Minister may, at his or her sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.

3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.

3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

3.6 Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Minister shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.

4.0 Total Canadian Government Funding

a) The Recipient hereby confirms that for the purposes of this Project, the following additional sources of Canadian government funding including without limitation, federal, provincial, municipal or local government assistance has been requested or received:

Northern Ontario Heritage Fund Corp.	$875,500
The Corporation of the City of Sault Ste. Marie	$300,000

b) The Recipient shall promptly inform the Minister in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.

c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

5.0 Intellectual Property

5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

5.2 Copyright

All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be "Canada Information". The Minister shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he or she may, from time to time, determine.

6.0 Claims and Payments

6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Minister. Each claim will include the following information:
   i) a list of Eligible and Supported Costs incurred;
   ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
   iii) any other documentation in support of the claim as may be required by the Minister.

b) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.

c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Minister shall pay to the Recipient the Minister's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the Minister's customary payment practices.

d) The Minister may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.

e) The Minister may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

6.2 Final Claim Procedures

a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Minister in scope and detail:

i) a final statement of total Project costs;
ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
iii) a Final Activity Report on the Project;
iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.

b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Minister no later than six (6) months after the Completion Date or early Termination Date of the Project. The Minister shall have no obligation to pay any claims submitted after that date.

6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Minister may in his or her absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as he or she deems appropriate.

6.4 Holdback

Notwithstanding any other provision of this Agreement, the Minister may, at the Minister's sole discretion, withhold up to 10% of the Contribution amount until:

a) the Project is completed to the satisfaction of the Minister;

b) the Final Report has been submitted to the satisfaction of the Minister;

c) audits, where required by the Minister have been completed to the satisfaction of the Minister; and

d) the Minister has approved the final claim described in subsection 6.2.

6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty the Queen in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Minister promptly and in any case no later than 30 days from the date of the Minister's demand for payment, the amount of the

Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Minister.

6.6 Sharing Ratios

If the Minister makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

7.0 Monitoring and Audit

7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.

7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Minister to assess the progress of the Project (e.g. work completed to date). Upon request of the Minister and at no cost to him, the Recipient will promptly elaborate upon any report submitted.

7.3 The Minister may request that the Recipient submit to him a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Minister.

7.4 The Recipient shall provide to the Minister a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.

7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:

a) keep, maintain, preserve and make available for audit and examination by the Minister's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Minister to conduct such independent audits and evaluations as the Minister in his or her discretion may require;

b) permit any authorized representatives of the Minister reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and

c) supply promptly, on request, such information in respect of the Project and its results as the Minister may require for purposes of this Agreement and for statistical purposes.

7.6 The Minister shall have the right, at his or her own expense, and as and when he or she determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Minister under the provisions of this Agreement.

7.7 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Department of Industry officials, an independent auditing firm, and the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and

b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

8.0 Representations

The Recipient represents and warrants that:

a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement. A certified copy of the Charter for this organization together with a certified copy of the Resolution and/or by-laws authorizing this transaction is attached to this Agreement as Annex 3;

b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;

c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;

d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;

e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
   i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
   ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
   iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.

f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and

g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

9.0 Announcements, Events and other Communications Activities

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Minister in the form of a news release and/or media event. The Minister shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from Industry Canada), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

10.0 Official Languages

10.1 The Recipient may carry out the Project in the official language of the Recipient's choice.

11.0 Indemnification and Limitation of Liability

11.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Minister, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Minister, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.

11.2 The Recipient shall at all times indemnify and save harmless the Minister, his or her officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:

a) the Project, its operation, conduct or any other aspect thereof;

b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or

c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Minister in the performance of his or her duties.

11.3 The Minister shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

11.4 The Minister, his or her agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

12.0 Default and Remedies

12.1 Events of Default

The following constitute events of default:

a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;

b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;

c) in the opinion of the Minister, the Recipient ceases to operate or has sold all or substantially all its assets;

d) the Recipient has submitted incomplete, false or misleading information to the Minister, or makes a false representation in this Agreement or any document relating to the Contribution;

e) in the opinion of the Minister, there is a material adverse change in risk;

f) in the opinion of the Minister, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or

g) in the opinion of the Minister, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Minister, are beyond the control of the Recipient.

12.2 Notice and Rectification Period

The Minister may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Minister's opinion, constitutes an event of default under subsection 12.1. Except in the circumstances described in subsections (a) and (b) of section 12.1, the Minister may, in his or her discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Minister may in his or her sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Minister that it has taken the necessary steps to correct the condition, failing which the Minister may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Minister may decide.

12.3 Remedies

If the Minister declares that an event of default has occurred, the Minister may immediately exercise any one or more of the following remedies:

a) terminate any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;

b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;

c) require the Recipient to repay forthwith to the Minister all or part of the Contribution which amount shall constitute a debt due to Her Majesty; and

d) exercise any other remedy available to the Minister at law.

13.0 General

13.1 Canadian Goods and Services

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

13.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars ($25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. FedNor may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.

13.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty the Queen in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard when making any claim under this Agreement.

13.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties.

13.5 Notwithstanding subsection 13.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (Her Majesty the Queen in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.

13.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.

13.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the Interpretation Act R.S., c. I-23, as amended from time to time.

13.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the Commercial Arbitration Act (Canada), and all regulations made pursuant to that Act.

13.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.

13.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada 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.

13.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.

13.12 It has not directly or indirectly promised or offered to any official or employee of the Minister, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.

13.13 The Recipient represents and warrants that:

a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the Lobbying Act, as amended from time to time;

b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the Lobbying Act;

c) at all relevant times it has been, is and will continue to remain in compliance with the Lobbying Act;

d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and

e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of Her Majesty the Queen in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Minister may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

14.0 Notice

14.1 Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

14.2 Any notice or correspondence to the Minister shall be addressed to:

Industry Canada/FedNor
2 Queen Street East
Sault Ste. Marie ON P6A 1Y3

Attention: Ms. Lisa McHugh
120 - Community Competitiveness - Implementation (Capital)
Northern Ontario Development Program

or to such other address as may be designated by the Minister in writing.

14.3 Any notice or correspondence to the Recipient shall be addressed to:

Mr. Joe Fratesi
Chief Administrative Officer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive, 5th Floor
Sault Ste. Marie ON P6A 5X6

14.4 Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.

Project Number: 851-806283

IN WITNESS WHEREOF the Parties hereto have executed this Agreement

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Industry

Per:
Name: Aime J. Dimatteo
Title: Director General, FedNor
Date: AUG 1 4 2014

RECIPIENT

Per: _____
Name: Mayor - Debbie Amaroso
Title:
Date: SEP 0 8 2014

Per: _____
Name: City Clerk - Malcolm White
Title:
Date: SEP 0 8 2014

I/we have authority to bind The Corporation of the City of Sault Ste. Marie

Annex 1

THE PROJECT - STATEMENT OF WORK

Recipient: The Corporation of the City of Sault Ste. Marie

Project Number: 851-806283

I. PROJECT SCOPE

i) Description:
Improve, diversify and revitalize the downtown core in an effort to attract and retain private sector investment, as well as enhance the visitor experience.

ii) Project Location:
Sault Ste. Marie

iii) Dates:
a) Commencement Date - July 28, 2014
b) Completion Date - August 1, 2017

iv) Key Workplan Activities, Timelines and Milestones:
Key project activities will include:
- retaining a project manager;
- streetscape planning and design; and
- infrastructure and streetscape improvements, including approximately 1,500m2 along Gore Street. The sidewalks would be replaced and upgraded along Gore Street between Queen and Wellington (approximately 300m), and new paving stones, landscape treatments, curbs, sitting areas and lighting fixtures would be installed. The second streetscape element includes upgrading street furniture along Queen Street and physical improvements, such as new paving stones. In both areas, a common streetscape furniture scheme would be implemented, including benches, garbage receptacles, tables, and chairs.

v) Performance Measures and Tracking Plan:
Expected outcomes of this investment include:
- 20 new or expanded businesses in the downtown;
- 45 full-time equivalent jobs associated with new/expanded businesses;
- 90 full-time equivalent construction jobs associated with building and capital work improvements;
- over $10 million in new private sector investments;
- increased tax assessment and revenue for the municipality and the province;

- a diversified mix of business services and employment opportunities;
- an improved built environment, with upgraded infrastructure and an improved public realm; and
- an encouraged high standard of urban design to ensure consistent and high quality development along the city's waterfront and throughout the downtown.

vi) Project Costs and Financing:

Project Costs:		Financing:	
Eligible Costs		FedNor	$839,500
- Supported	$1,450,000	Other Federal	$0
- Not Supported	$1,200,000	Provincial	$875,500
Ineligible Costs	$0	Municipal	$300,000
		Financial Institution	$0
		Recipient	$0
		Other	$635,000
Total	$2,650,000		$2,650,000

	Supported	Not Supported	Total
Eligible Costs:			
Streetscape Planning and Design	$50,000		$50,000
Infrastructure and Streetscape Improvements	$1,250,000		$1,250,000
Project Management	$150,000		$150,000
Private Sector Assistance Grants		$1,200,000	$1,200,000
TOTAL ELIGIBLE COSTS	$1,450,000	$1,200,000	$2,650,000
Ineligible Costs			
			$0
TOTAL INELIGIBLE COSTS			$0
TOTAL PROJECT COSTS			$2,650,000

* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

vii) Official Languages Obligations:
For greater certainty, Section 10.0 includes:

The Recipient may carry out the Project in the official language of the Recipient's choice.

II. PROJECT FUNDING CONDITIONS

i) Variance of any of the Eligible Supported Costs
Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Minister.

ii) Pre-disbursement Conditions
Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:

a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Minister.

III. REPORTING REQUIREMENTS

The Recipient shall submit reports, in a form satisfactory to the Minister, on the following schedule:

i) Progress Reports for payment;

ii) A Final Activity Report by the Final Claims Reporting Date;

iii) Performance Reports, including:
a) an Annual Results Report for projects lasting longer than 18 months and which have forecasted job or business outcomes. Completed reports are to be submitted no later than March 31 each year;
b) a Final Results Report at project end on results achieved between the project start and end date;
c) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and

d) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.

Annex 2

COSTING MEMORANDUM
120 - Community Competitiveness - Implementation (Capital)

1.0 General Conditions

1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Minister,

a) directly related to the Project;

b) reasonable;

c) appear in the "The Project-Statement of Work";

d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and

e) incurred between December 6, 2013 and the Completion Date.

1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between December 6, 2013 and the Completion Date.

1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Minister related to the Recipient, shall be valued at the cost which, in the opinion of the Minister, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.

1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Minister access to such books, accounts and records.

2.0 Eligible Costs

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

2.2 Audit of Project Costs

If expressly approved in writing by the Minister, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Minister is advised to ensure that the costs for these services are eligible. The Minister may not contribute to the cost of goods or services that are not, in the opinion of the Minister, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time off in lieu of payment is not eligible. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.

Annex 3

(Insert a copy of the Recipient representation documents per section 8.0)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-191

PROPERTY SALE: (Map 60) A by-law to authorize the sale of surplus property being part of civic 135 Northern Avenue (located on the southwest corner of Northern Avenue and Grand Boulevard) to 1188004 Ontario Inc.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.0. 2001, c. 25, **ENACTS** as follows:

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **BY-LAW 2013-3 REPEALED**

By-law 2013-3 is hereby repealed.

3. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto to 1188004 Ontario Inc. (or such other person(s) or company directed) and at the consideration shown therefore in the Schedule, upon the conditions set out in Schedule "A".

4. **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 complete the sale.

5. **SCHEDULE "A"**

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

6. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of September, 2014.

_____
MAYOR – DEBBIE AMAROSO

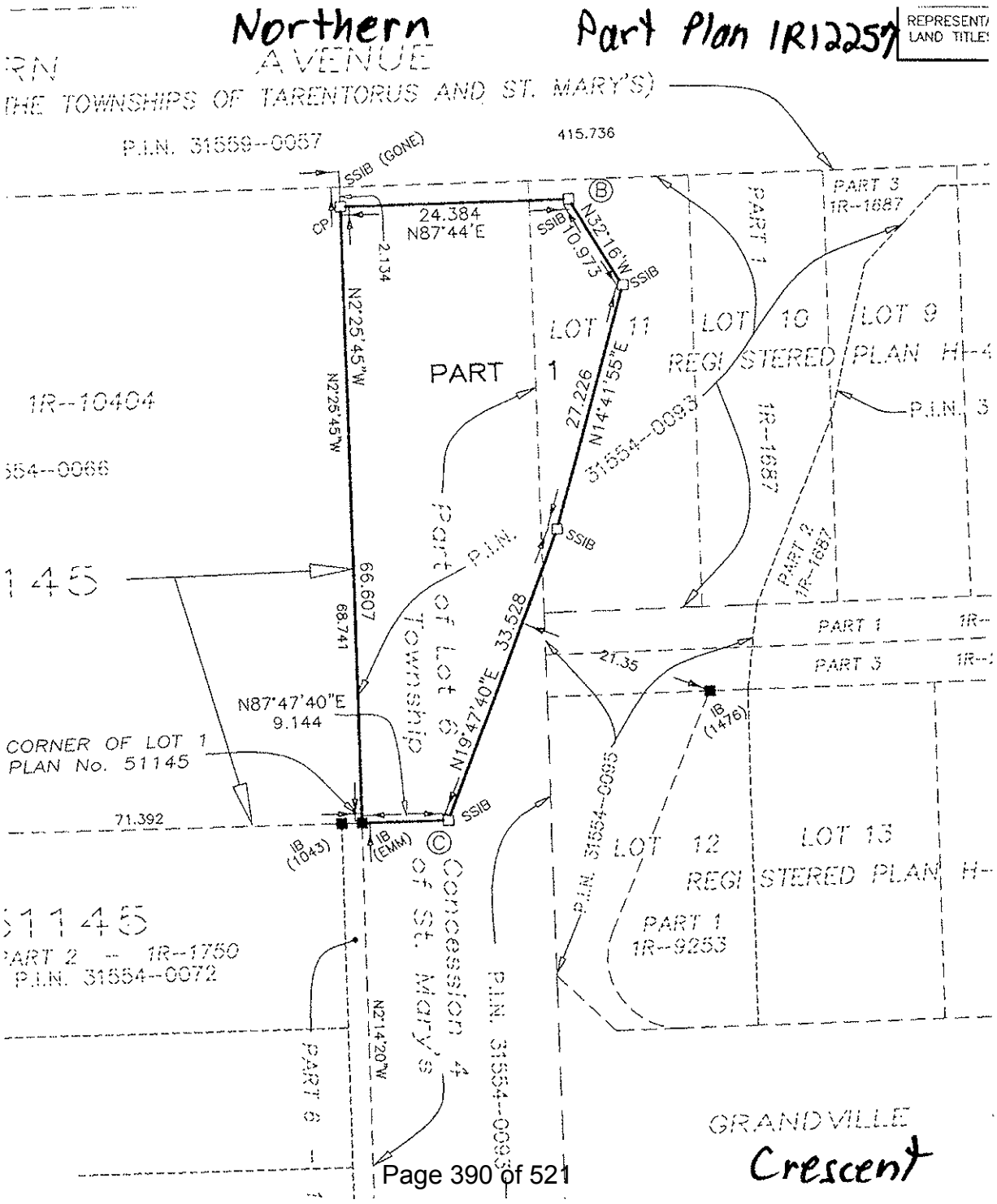
_____
CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2014\2014-191 PROPERTY SALE OF PART 135 NORTHERN AVENUE 1188004 ONT INC.DOC

SCHEDULE "A" TO BY-LAW 2014-191

PURCHASER:	1188004 ONTARIO INC.
ADDRESS:	Part civic 135 Northern Avenue East
LEGAL DESCRIPTION:	PART PIN 31554-0093 (LT) PT LT 6 CON 4 WP ST. MARY'S AND PT LT 11 PL H475, BEING PT 1 1R12257; SAULT STE. MARIE
CONSIDERATION:	Twelve Thousand Five Hundred ($12,500) Dollars (HST in addition to)

Subject to the usual adjustments and any easements required.



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-192

AGREEMENT: (E2.3) A by-law to authorize the execution of an agreement between the City and AECOM Canada Ltd. for the reconstruction of Huron Street between Queen Street and Cathcart Street.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated the 8th day of September, 2014 between the City and AECM Canada Ltd., a copy of which is attached as Schedule “A” hereto. This agreement is for the reconstruction of Huron Street between Queen Street and Cathcart Street.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of September, 2014.

_____

MAYOR - DEBBIE AMAROSO

_____

CITY CLERK - MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2014\2014-192 EXECUTION AGREEMENT AECOM.DOC

AGREEMENT

FOR

PROFESSIONAL CONSULTING SERVICES

MEMORANDUM OF AGREEMENT dated the 8th day of September, 2014

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(Hereinafter called the 'Client')

THE PARTY OF THE FIRST PART

-AND-

AECOM CANADA LTD.

(Hereinafter called the 'Consultant')

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to undertake the detail design and provide construction administration/inspection services for the Reconstruction of Huron Street between Queen Street and Cathcart Street. The proposed construction includes earth excavation/grading, granular subbase and base, asphalt, curb and gutters, sidewalk, hub trail, boulevards, sanitary sewers, storm sewers, watermains, traffic signals and utility relocations.

AND WHEREAS the Consultant agrees to provide the requested services;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS

1.01 Retainer

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

1.02 Services

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

1.03 Compensation

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.

1.04 Staff and Methods

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the Agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

1.05 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the Client shall indemnify the Consultant for any loss or damage suffered by the Client or any third parties resulting from any unauthorized use of the documents and deliverables

1.06 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be considered as Intellectual Property and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

1.07 Records and Audit

(a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.

(b) The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

(c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.08 Changes and Alterations and Additional Services

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4. In the event that the Client delays the project then the Consultant shall have the right to renegotiate the agreement.

1.09 Suspension or Termination

Either party may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2. for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

1.10 Indemnification

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees or officers may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, its employees or officers in the performance of this Agreement. Notwithstanding anything to the contrary, the Consultant shall not be responsible for any loss, damage, or liability to the extent arising from any contributing negligent acts by the Client, or its subcontractors, agents, employees or consultants.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client within this project.

Neither party shall be responsible to the other for any special, incidental, indirect, consequential, financial and non-material damages of any kind whatsoever arising out of or related to or arising from said party's obligations under the Agreement or the breach thereof.

1.11 Insurance

The Client will accept the insurance coverage amount specified in this clause section 1.11 as the aggregate limit of liability of the Consultant and its employees for the Client's damages.

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be $2,000,000 per occurrence and in the aggregate for general liability and $2,000,000 for automobile insurance. When requested the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of $2,000,000 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the *Professional Engineers Act* (RSO 1990, Chapter P. 28) and regulations therein.

c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be cancelled by the Consultant until thirty (30) days after written notice of cancellation has been delivered to the Client.

1.12 Contracting for Construction

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.13 Assignment

The Consultant shall be entitled at anytime to assign this Agreement to any of its subsidiaries or affiliates upon written notice to client.

1.14 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.23.1 (c).

1.17 Sub-Consultants

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

1.18 Inspection

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is

required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the Client.

1.21 Dispute Resolution

(a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.

(b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.

(c) The provisions of *The Arbitration Act*, S.O., 1991, Chapter 17, as amended shall apply.

1.22 Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

Neither party shall be liable or penalized for delays or failure to perform its services if same is caused directly or indirectly by circumstances beyond a party's reasonable control.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the Client, and where payment is calculated on a time basis, the Consultant shall provide, for approval by the Client:

(a) An estimate of the total fees to be paid for the Services.

(b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.

(c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior written approval, from the Client for any of the following changes:

(a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).

(b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).

(c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 **Additional Conditions**

N/A

ARTICLE 2 - SERVICES

2.01 The Consultant shall provide the following services for the Reconstruction of Huron Street unless already provided:

1. Conduct pre-design meeting with City and PUC to review/confirm scope of work.
2. Collect any additional background documentation from City and agencies including reports, drawings, studies, etc. pertaining to the project. Review data and develop list of additional data required.
3. Complete detailed field review and pick up additional field information, where necessary.
4. Finalize base plans including all existing features, underground utilities, etc.
5. Develop a digital terrain model, contours, and sections of the original ground from digital survey data.
6. Develop preliminary horizontal and vertical alignments for the Project on a plan scale acceptable to the Client.
7. Confirm proposed typical cross-sections for the roadway, including driving lanes, boulevards, curbs and sidewalks, intersecting roads and other cross section elements and provide recommended configuration.
8. Review existing illumination levels with PUC (Note: illumination design has been excluded).
9. Review and finalize intersection configurations.
10. Develop/confirm line assignments for underground infrastructure (storm sewers, sanitary sewers, watermains).
11. Undertake pipe sizing for storm sewers, sanitary sewers and watermains.
12. Confirm design criteria with due consideration being given to such ancillary features as curbs, sidewalks, boulevards, illumination, signs, fences, landscaping, and adjacent properties.
13. Finalize and recommend a preferred design for roadwork and underground services considering geometrics, property, cost and environmental features.
14. Update Class EA (Schedule B) and issue Addendum.
15. Prepare displays and conduct Public Open House.
16. Update preliminary construction cost estimate.
17. Identify major utility installations and adjustments.
18. Review and confirm property acquisition requirements (assumed to be none).
19. Finalize preliminary design drawings in digital format.
20. Prepare correspondence on behalf of the Client and circulate to governmental ministries, agencies and other public authorities for design information.
21. Prepare and distribute minutes of Project meetings.
22. Meet with and present to the Client preliminary design concepts for acceptance.
23. Meet and correspond with approvals agencies and prepare submission of applications for approvals.

24. Develop traffic staging plans including co-ordination with the Sault Ste. Marie Bridge Authority.

2.02 Client's Services for Planning and Preliminary Design Services

The Client shall provide the Consultant with the following, unless already provided:

1. Copies of available information, investigations/studies undertaken for or related to the Work.

2. Access to and the use of existing plans, profiles, utility information, legal documents (plans), reports and correspondence relevant to the Project.

3. General direction of the Consultant in the provision of services and approvals within reasonable time as necessary during the currency of this agreement.

4. Digital survey data.

5. Base plan with property fabric.

6. CCTV inspections of all sewers.

7. Publication of notices to the public.

8. Assisting the Consultant to gain access to private properties.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses (I) to (8) hereof, inclusive, as being accurate, in the performance of the Consultant's services under this Agreement.

2.03 Services to be Provided by Consultant for Detailed Design and Tendering

1. Provide expertise required for the design of all facilities to serve the best interests of the public, with due regard for environmental concerns, capital cost and operating efficiency in accordance with current state of the art and acceptable standards established by the Client and regulatory authorities.

2. Coordinate additional field survey work required after the design criteria and functional alignment have been established, which shall include all survey work necessary for the estimating of quantities, the detailed setting of alignment and grade to fit controlling natural and artificial topographic and underground features, and design of drains, storm sewers, sidewalks, street lights, sanitary sewers, and water services, and the positioning of all appurtenances associated with the construction of the Project.

3. Investigate the present location of all above ground utilities, updating of the Client's plans and profiles to show the present location and the proposed location, and preparation of additional drawings required for alternative utility relocation as required by the Client.

   Underground utilities shall be indicated on the plans and profiles in accordance with information submitted by the respective utility. The Consultant shall be entitled to rely upon the information and direction provided to it by the Utilities as being accurate in the performance of his services under this Agreement.

4. Prepare and submit design drawings, investigations, and recommendations to the Client, on such alternatives or modifications to the Project that the Consultant in his professional judgement, deems advantageous to the Client.

5. Advise the Client of the need to seek permission to enter private lands for investigation purposes. Such permission to enter private lands shall be obtained by the Client on behalf of the Consultant.

6. Participate in a reasonable number of meetings for informative, negotiative or presentative purposes with the Client in connection with the services provided under this Agreement, after the establishment of the design criteria and functional alignment.

7. Detail designs for sanitary sewers, watermains, storm sewers, roadworks, and traffic signals.

8. Compile and issue PHM traffic signal drawings for the Huron-Albert and Huron-Cathcart intersection.

9. Prepare contract documents for the Project including: detailed construction drawings, tender quantity forms, general conditions, specifications, information to bidders, and special provisions.

10. Prepare detailed quantity and cost estimates, including sundry engineering and materials.

11. Finalize tender drawings.

12. Call tenders for the project as directed by Client, respond to questions during tender period, and review tenders and provide report.

13. Submit plans, specifications, schedules, and applications for approval to the Client and to appropriate authorities, as required. Attend meetings at the offices of these public authorities to discuss designs and to provide explanations for the purpose of furthering the applications towards approval.

2.04 Services to be Provided by Client for Detailed Design

1. Access to and, where necessary, copies of existing plans, profiles or other topographic information showing or pertaining to existing conditions within the Project area.

2. Registered land plans, legal documents and surveys, where necessary, defining the property limits of existing rights-of-way and other parcels of land affected by the Project, and as required in the acquisition of property and lands for the Project.

3. Specimen contract drawings for the guidance of the Consultant in the design of the Project to the standards required by the Client.

4. General direction of the Consultant in the provision of the services.

5. Any available information regarding utilities necessary for the preparation of the plans.

6. Arranging and making provision for the Consultant's entry and ready access to property (public and private) as well as to the site of the Project, as necessary to enable him to perform his services.

7. Additional soils information as the Consultant may require for proper design.

8. Designating in writing an individual to act as his Representative who will transmit instructions to and receive information from the Consultant.

9. Acquisition of any lands that may be required.

2.05 Services to be Provided by Consultant for Contract Administration and Construction Inspection of the Project

1. Coordinate and conduct pre-construction and site meetings.

2. Undertake contract administration and provide resident inspection during the construction phase.

3. Provide post construction services including conducting warranty inspection, issuance of release of holdback payments, and submission of as-constructed records.

2.06 Services to be Provided by Client for Contract Administration and Construction Inspection of the Project

1. Supplementary factors governing the Contractor's operations, such as by-laws, property considerations, maintenance of public services and traffic.

2. General direction of the Consultant in the provision of the services.

3. and Arranging and making provision for the Consultant's entry and ready access to property (public private) as well as to the site of the work, as necessary to enable him to perform his Services.

4. Designating in writing an individual to act as his Representative, who will transmit instructions to, and receive information from, the Consultant.

5. Providing material testing services for granulars, concrete and asphalt during construction.

2.07 Milestones

The Consultant shall endeavour to perform the services set forth in paragraphs 2.01, 2.03 and 2.05 of this Agreement in the time frames provided for in the document titled "Proposed Work Program Reconstruction of Huron Street (Queen Street to Cathcart Street)", a copy of which is attached hereto.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

(a) **Cost of the Work:**

(i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).

(ii) Wherever the client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.

(iii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.

(iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.

(v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

(b) **Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Percentage of Cost Basis

(Not Applicable)

3.2. 2 Fees Calculated on a Time Basis

The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

a) Staff on normal assignments – Payroll Cost multiplied by a factor of 2.0.

b) Services During Construction:
   (i) For all services, except for staff full-time continuously on site – Payroll cost multiplied by a factor of 2.0.
   (ii) For site staff working full-time continuously – Payroll cost multiplied by a factor of 1.7.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the consultant may from time to time seek approval from the client to adjust hourly rates and such approval shall not be unreasonably withheld.

Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

3.2.3 Lump-Sum Fee / Negotiated Fee

3.2.3.1 Lump-Sum Fee Basis

(Not Applicable)

3.2.4 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, advertising for tenders, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests and reproducing specifications and drawing sets.

3.2.4.1 In addition to the fee a communication/ Information Technology (IT) charge equal to 5% of invoiced labour costs will be charged to cover telephone charges, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, special delivery and express charges, postage and IT costs. The IT assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The cost for reproducing specifications and drawing sets shall not be included in this rate.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

3.3.2 Fees Calculated on a Percentage of Cost Basis

(Not Applicable)

3.3.3 Lump Sum Fee/Negotiated Fee

(Not Applicable)

ARTICLE 4 – GENERAL PROVISIONS

4.1 **Notices:** All notices under this Agreement shall be in writing. It shall be sufficient in all respects if the Notice is delivered by hand, sent by electronic means of sending messages, including facsimile transmission, which produces a paper record ("Transmission") during normal business hours, or sent by registered mail, postage prepaid, addressed to:

AECOM CANADA LTD.	CITY OF SAULT STE. MARIE ENGINEERING DEPARTMENT
523 Wellington Street East	99 Foster Drive, 5th Floor
Sault Ste. Marie, Ontario P6A 2M4	Sault Ste. Marie, Ontario P6A 5N1
Attn: Mr. Rick Talvitie	Attn: Mr. Don Elliott
Branch Manager	Director of Engineering Services
Phone: 705-942-2612	Phone: 705-759-5329
Fax No.: 705-942-3642	Fax: 705-541-7165

or to such other address as either Party shall have designated by written notice to the other Party. Any notice so given shall be deemed to have been given and to have been received on the day of delivery, if so delivered, on the third Business Day (excluding each day during which there exists any interruption of postal services due to strike, lockout or other cause) following the mailing thereof, if so mailed, and on the day that notice was sent by Transmission, provided such day is a Business Day (a Business Day being any day of the week save and except for Saturday and Sunday) and if not, on the first Business Day thereafter.

4.2 **Waiver of Rights:** Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

4.3 **Applicable Law:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in the Province of Ontario and the laws of Canada, as applicable.

4.4 **Entire Agreement, Modifications, Headings, Severability:** The Parties acknowledge that this Agreement constitutes the entire Agreement between them and supersedes all prior representations, warranties, agreements, and understandings, oral or written, between the Parties with respect to its subject matter. Unless stated otherwise in this Agreement, this Agreement may not be modified except in writing signed by both Parties. The headings to this Agreement are for convenience and reference purposes only and shall not constitute a part of the Agreement. If any element of this Agreement is later held to violate the law or a regulation, it shall be deemed void, and all remaining provisions shall continue in force.

[Execution Page Follows]

IN WITNESS WHEREOF the parties have executed this Agreement on the date first written above.

AECOM CANADA LTD.
The signatory shall have the authority to bind the corporation for purposes of this Agreement

_____
(Signature)

_____
(Name)

_____
(Title)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
The signatory shall have the authority to bind the municipality or its agency for purposes of this agreement

_____
MAYOR

_____
CLERK

SCHEDULE "A"

to Memorandum of Agreement
Reconstruction of Huron Street
(Queen Street to Cathcart Street)

Dated the 8th day of September, 2014

1. The estimated fees/upset fee limit for each phase of the project is as follows:

Description	Scope of Work	Estimated Fee	Upset Fee Limit	Estimated Disbursements
Preliminary and Detail Design, and Tendering	As per Agreement		$88,000	$6,000
Contract Administration and Construction Inspection	As per Agreement	$125,000		$8,000

Note:
(i) Fees exclude taxes.

2. A range of billing rates for each employee classification is as follows:

Classification	Billing Rate ($/hour)	Anticipated Staff Allocation to this Project
Senior Engineer	135 - 200	1
Intermediate Engineer	100 - 135	1
Senior Technician	100 - 140	2
Intermediate Technician	65 - 100	2
Support Staff	55 - 70	3

CITY OF SAULT STE MARIE

PROPOSED WORK PROGRAM

RECONSTRUCTION OF HURON STREET (Queen Street to Cathcart Street)

Date: August 28, 2014

TASKS	TIMING (month ending) 2014-2015															
	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December
Phase 1 - Preliminary Design																
1.1 Project Management																
1.2 Conduct project start-up meeting with City & PUC to review/confirm scope																
1.3 Collect and review any additional background information from City, PUC & Utilities																
1.4 Complete updated detailed field review/edit of baseplan																
1.5 Contact Utilities to confirm location of plant and request details of any proposed upgrades																
1.6 Pick up additional field information (ie. manhole details, utilities etc.)																
1.7 Update and finalize baseplan																
1.8 Update Class EA and Issue Addendum (original project under Schedule B)																
1.9 Develop digital terrain model, contours and cross-sections																
1.10 Finalize preliminary design of roadwork (horizontal & vertical alignment, intersections etc.)																
1.11 Finalize preliminary design of storm sewers (sizing, layout, details etc.)																
1.12 Finalize preliminary design of sanitary sewers (sizing, layout, details etc.)																
1.13 Finalize preliminary design of watermains and appurtenances (layout, details etc.)																
1.14 Review and incorporate hub trail between Queen and Albert																
1.15 Review and finalize intersection configurations																
1.16 Review and identify upgrades of traffic signals for Huron-Albert and Huron-Cathcart intersections																
1.17 Coordinate preliminary design with Bridge Plaza project for new entrances etc.																
1.18 Finalize preliminary design criteria																
1.19 Identify any further property acquisition requirements																
1.20 Identify any utility impacts and review with agencies																
1.21 Complete preliminary design drawings																
1.22 Meet with City/PUC to review & finalize preliminary design																
1.23 Finalize preliminary design with City/PUC comments																
1.23 Compile preliminary construction quantities and cost estimate																
1.24 Prepare displays & conduct Public Open House in conjuction with Class EA and Local Imp.																
Phase II - Detailed Design																
2.1 Complete detailed design of roadwork																
2.3 Complete detailed design of storm sewers																
2.4 Complete detailed design of sanitary sewers and appurtenances																
2.5 Prepare design brief and MOE ECA package for storm and sanitary sewers																
2.6 Complete detailed design of waterworks incl. crossing details, thrust restraints etc.																
2.7 Prepare design brief and Form 1 package for proposed waterworks																
2.8 Develop construction staging/traffic management plan in conjunction with Bridge Plaza project																
2.9 Submit detailed design package to City and PUC for comments																
2.10 Conduct design meeting with City and PUC to review detailed design																
2.11 Compile tender quantities																
2.12 Compile construction drawings																
2.13 Compile technical specifications																
2.14 Finalize any utility relocations and upgrades with agencies																
2.15 Finalize any property acquisitions with City																
2.16 Complete design for traffic signals at Albert and Cathcart intersections and update PHM dwgs																
2.17 Compile tender documents																
2.18 Complete internal technical review of tender documents																
2.19 Submit final tender documents to City and PUC for final review and comments																
2.20 Compile pre-tender construction estimate																
2.21 Finalize and submit MOE ECA applications and package to City																
2.22 Advertise for tenders and issue tender documents																
2.23 Respond to inquiries during tender period and issue Addenda as required																
2.24 Attend tender opening, review tenders and prepare & submit tender report to City																
2.25 Award contract																
Phase III - Construction Services																Completion - June/2015
3.1 Project management																
3.2 Coordinate and conduct pre-construction meeting with City, Contractor and Utilities																
3.3 Liaison with City to address any on-site construction issues																
3.4 Administer construction contract																
3.5 Provide full-time resident inspection (assuming 18 weeks)																
3.6 Coordinate and conduct regular site meetings																
3.7 Carry out final inspection with City and Contractor																
3.8 Prepare and submit as-constructed drawings																
3.9 Monitor work throughout warranty period and conduct final inspection																

AECOM

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-193

AGREEMENT: (E2.3) A by-law to authorize the execution of an agreement between the City and WSP Canada Inc. for the reconstruction of Upton Road from Queen Street East to Wellington Street East, including side streets up to 15 metres from the centerline of Upton 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 City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement between the City and WSP Canada Inc., a copy of which is attached as Schedule “A” hereto. This agreement is for the reconstruction of Upton Road from Queen Street East to Wellington Street East, including side streets up to 15 metres from the centerline of Upton 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 8th day of September, 2014.

_____

MAYOR - DEBBIE AMAROSO

_____

CITY CLERK - MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2014\2014-192 EXECUTION AGREEMENT WSP CANADA INC.DOC

AGREEMENT

FOR

PROFESSIONAL CONSULTING SERVICES

MEMORANDUM OF AGREEMENT dated the day of

A. D. 2012

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

WSP Canada Inc.

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

- WHEREAS the Client intends to **reconstruct Upton Road from Queen Street East to Wellington Street East, including sanitary sewers, storm sewers, watermains, services, roadworks, including side streets up to 15 metres from centerline of Upton Road.**

hereinafter called the 'Project' and has requested the Consultant to furnish professional services in connection therewith;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS

1.01 Retainer

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

1.02 Services

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

1.03 Compensation

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3. For the purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

1.04 Staff and Methods

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

1.05 Drawings and Documents

Subject to Section 3.2.2 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the client indemnifies the Consultant for unauthorized use of the documents and deliverables.

1.06 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be considered as Intellectual Property and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

1.07 Records and Audit

(a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.

(b) The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

(c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.08 **Changes and Alterations and Additional Services**

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.2 . In the event that the client delays the project then the consultant shall have the right to renegotiate the agreement.

1.09 **Suspension or Termination**

Either party may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2. for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

1.10 **Indemnification**

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client within this project.

1.11 **Insurance**

The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant and its employees for the Client's damages.

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be $2,000,000 per occurrence and in the aggregate for general liability and $2,000,000 for automobile insurance. When requested, the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of $1,000,000 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such

increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

1.12 Contracting for Construction

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.13 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.14 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.23.1 (b).

1.17 Sub-Consultants

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

1.18 Inspection

The client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for

herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the client.

1.21 Dispute Resolution

(a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.

(b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.

(c) The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the parties.

(d) The provisions of The Arbitration's Act, R.S.O., 1991, Chapter 17, as amended shall apply.

1.22 Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

Schedule A to this Agreement includes the following:

(a) An estimate of the total fees to be paid for the Services.

(b) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior written approval, from the Client for any of the following changes:

(a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).

(b) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (b).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

ARTICLE 2 - SERVICES

2.1 Consultant's Services for Preliminary Design of the Project

The Consultant shall provide the Services for preliminary design for the Project and such work shall include the following:

1. Meet with the appropriate representatives of the municipality.

    a) Obtain full information on existing and proposed municipal services, roads and other facilities.

    b) Obtain the Client's standard criteria for design.

    c) Establish the extent of services to be provided and the manner of presentation.

2. Conduct a physical reconnaissance and review topographical maps of the Project area to ascertain the location, topography, drainage and existing municipal services.

3. Establish the design criteria for the design of the Project.

4. Recommend environmental parameters for the design.

5. Assemble existing soils data and conduct additional soils program, if required.

6. Preparation and recommendation of alternative concepts and designs considering geometrics, property, cost and environmental features.

7. Development and recommendation of horizontal and vertical alignments for the Project on a plan scale acceptable to the Client.

8. Proposed typical sections for the roadway, including number of lanes, median (if required), turning lanes, rights-of-way, bus bays, entrances, intersecting roads and other cross section elements.

9. Concept design of interchanges and intersections.

10. Preparation and distribution of minutes of Project meetings.

11. Correspondence with governmental ministries, agencies and other public authorities for design information.

12. General drainage requirements.

13. Preliminary property and right-of-way requirements.

14. Major utility installations and adjustments.

15. Review and utilization of the detailed topographic survey provided by the Client and supplemental survey work necessary for the provisions of the services herein and,

    a) For the assessment and verification of feasibility of engineering alternatives considered for the Project.

    b) To provide sufficient survey reference points clear of the expected construction area to allow future re-establishment of the alignment proposed for the Project.

    c) To establish elevation control bench marks clear of the expected construction area sufficient to allow referencing of further detailed elevation information, and the development and control of elevations of the Works to be constructed under the Project.

16. Preparation of Preliminary Design Drawings.

17. Preliminary construction cost estimates.

2.2 Client's Services for Preliminary Design

The Client shall provide the Consultant with:

1. Available Functional Study or Predesign Investigation undertaken for the Work.
2. Access to and the use of existing plans, profiles, utility information, legal documents and correspondence relevant to the Work.
3. A detailed topographic survey of the existing features within the project limits.
4. Traffic information.
5. Available Traffic or Transportation Study Reports of the area.
6. General direction of the Consultant in the provision of services and approvals from time to time as necessary during the currency of this agreement.
7. Any information regarding soils and utilities in the possession of the Client necessary for the preparation of the plans.

2.3 Consultant's Services for Detailed Design of the Project

The Services to be provided by the Consultant in the execution of the design of the Project shall include:

1. Expertise required for the design of all structures and facilities to serve the best interests of the public, with due regard for environmental concerns, capital cost and operating efficiency in accordance with current state of the art and acceptable standards established by the Client and regulatory authorities.
2. Supplemental field survey work required after the design criteria and functional alignment have been established, which shall include all supplemental survey work necessary for the establishing of quantities, the detailed setting of alignment and grade to fit controlling natural and artificial topographic and underground features, the design of culverts, ditches, drains and storm sewers, and the positioning of all appurtenances associated with the construction of the Project.
3. Drainage studies and the preparation of detailed design drawings and specifications for storm sewers and all necessary drainage works.
4. Investigation and confirmation of the present location of all above ground utilities, updating of the Client's plans and profiles to show the present location and the proposed location, and preparation of additional drawings required for alternative utility relocation as required by the Client. Underground utilities are to be indicated on the plans and profiles in accordance with information submitted by the respective utility.
5. The preparation and submission of preliminary drawings, investigations, and recommendations to the Client, on such alternatives or modifications to the Project that the Consultant in his professional judgment, deems advantageous to the Client.
6. The preparation of appropriate plans showing any lands or interests in land required for the Project.
7. Advising the Client of the need to seek permission to enter private lands for investigation purposes.
8. Participation in a reasonable number of meetings for informative, negotiative or presentative purposes with the Client in connection with the Services provided under this Agreement, after the establishment of the design criteria and functional alignment.

9. The preparation of contract documents for the Project including the detailed construction drawings, tender quantity forms, general conditions, specifications, information to bidders, and special provisions.

10. The preparation of detailed quantity and cost estimates, sundry engineering and materials.

11. The provision of complete sets of tendering documents and one complete set of reproducible drawings for the Project. In addition, the Consultant shall provide a digital copy of the drawings in Auto Cad format to the Client.

12. Incorporation into the contract document package of design drawings and specifications of work designed by others, when required.

13. The submission of plans, specifications, schedules, and applications for approval to the client and to appropriate authorities, as required. Attend meetings at the offices of these public authorities to discuss designs and to provide explanations for the purpose of furthering the applications towards approval.

14. The preparation of special applications or reports to assist the client in obtaining subsidy payments, grants and special financing from senior levels of government.

15. Advice, consultation and assistance to the Client in the advertising, receiving and evaluation of bids, and awarding of a contract for construction.

2.4 Client's Services for Detailed Design

The Client shall provide the Consultant with the following services, notwithstanding that, should the Client be unable to provide any of the services hereunder, services may be assigned to the Consultant under Section 1.08.

1. Access to and, where necessary, copies of existing plans, profiles or other topographic information showing or pertaining to existing conditions within the Project area.

2. Registered land plans, legal documents and surveys, where necessary, defining the property limits of existing rights-of-way and other parcels of land affected by the Project, and as required in the acquisition of property and lands for the Project.

3. Specimen contract documents for the guidance of the Consultant in the design of the Project to the standards required by the Client.

4. General direction of the Consultant in the provision of the services.

5. Any information regarding utilities necessary for the preparation of the plans in the possession of the Client.

6. Arrange and make provision for the Consultant's entry and ready access to property (public and private) as well as to the site of the Project, as necessary to enable him to perform his services.

7. Designate in writing an individual to act as his Representative who will transmit instructions to and receive information from the Consultant.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses 1 through 7 hereof, inclusive, as being accurate in the performance of the consultant's services under this agreement.

2.5 Consultant's Services for Construction Administration on the Project

The Consultant, on behalf of the Client, provides a review of the Project during construction. The Contractor is responsible for discharging his obligations under the terms and conditions of the construction contract. The performance of the Contract is not the Consultant's responsibility nor are his review services rendered for the Contractor's benefit. The Contractor is responsible for the quality of the work. It is understood that

only work which has actually been seen during examination of representative samples can be said to have been appraised, and comments on the balance of the work are assumptions based upon extrapolation.

The extent of the Consultant's duties for general review are as follows:

(a) Administrative Services During Construction

1. Advise the construction Contractor on the Consultant's interpretation of the drawings and specifications and issue supplementary details and instructions during the construction period as required.

2. Review for Client's approval the construction schedule proposed by the Contractor and comment on the procedures, methods and sequence of work.

3. Review shop drawings submitted for general compliance with the design requirements.

4. Consider and advise on alternative methods, equipment and materials proposed by the Contractor.

5. Advise on the validity of charges for additions or deletions and preparation of change orders.

6. Process Contractor's progress and final requisitions and issue progress certificates for the Client's acceptance.

7. Maintain adequate records related to the construction contracts.

8. Modify contract drawings to show the 'as-built' work and provide reproducible copies of these drawings to the Client, as well as electronic copies in Auto Cad format.

9. Arrange for the testing and inspection of materials and work, by an authorized inspection and testing company, where the construction contract calls for such testing.

10. Schedule and attend job meetings as deemed necessary.

11. Report on the progress of construction to the Client.

b) Resident Staff Services during Construction

Resident staff services will be provided by the Consultant on a full time basis. Such services include:

1. Provide reference line and elevation to the Contractor and, where necessary, check the construction Contractor's line and grade.

2. Report to the Client and make recommendations if the Consultant determines that the Contractor is not carrying out his work in accordance with the Contract Documents or that the Contractor's work does not satisfy the intent of the design or does not substantially conform with plans and specifications.

3. Investigate, report and advise on unusual circumstances which come to the Consultant's attention during construction.

4. Calculation and recording of quantities and the preparation of progress and final payment certificates prescribed by the Client, together with the compilation of such survey notes, diaries, records and reports substantiating such certificates during construction and on completion of the work.

5. Carry out final inspection at the conclusion of the construction contract, at the end of the maintenance period and as part of the acceptance program of the Client.

6. Obtain and record field information of construction details for the modification of contract drawings to show the work 'as-built'.

7. Maintain sufficient data to determine periodic progress of the Project.

8. Review construction Contractor's request for payments as to progress, quantities of work completed and materials delivered to the site and advise the Client.

2.6 Client's Services for Construction Administration

The Client shall provide the Consultant with the following Services notwithstanding that, should the Client be unable to provide any of the Services hereunder, they may be assigned to the Consultant under Section 1.08.

1. Supplementary factors governing the Contractor's operations, such as by-laws, property considerations, maintenance of public services and traffic.

2. General direction of the Consultant in the provision of the services.

3. Arrange and make provision for the Consultant's entry and ready access to property (public and private) as well as to the site of the Work, as necessary to enable him to perform his Services.

4. Designate in writing an individual to act as his Representative, who will transmit instructions to, and receive information from, the Consultant.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses 1 through 4 hereof, inclusive, as being accurate, in the performance of the Consultant's Services under this Agreement

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

(a) **Cost of the Work:**

(i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).

(ii) Wherever the client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.

(iii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.

(iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.

(v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

(b) **Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Time Basis

3.2.1.1 The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications in accordance with Schedule A attached.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the consultant may from time to time seek approval from the client to adjust hourly rates and such approval shall not be unreasonably withheld.

3.2.1.2 Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

3.2.2 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost, plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the rate of 1% percent monthly will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

SIGNED, SEALED AND DELIVERED

in the presence of:) _____

) _____

) _____

CONSULTANT, WSP CANADA INC.
The signatory shall have the authority to bind the corporation or company for purposes of this agreement

_____
(Signature)

David Spacek, P.Eng., PMP
(Name)
Manager of Municipal Infrastructure, Sault Ste. Marie
(Title)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
The signatory shall have the authority to bind the municipality or its agency for purposes of this agreement

_____
Mayor: Debbie Amaroso

_____
Clerk: Malcolm White

SCHEDULE A

1. Fee Estimate

The estimated total fees for the assignment, including all expenses and disbursements are shown in the following table. The total fee for the construction phase of the assignment is an estimate based on experience on similar projects and an anticipated construction duration. The actual fee during construction is dependent on the Contractor's schedule and construction methodology. The Total Fee for the assignment is an Upset Limit for the specified Scope of Work and will not be exceeded without the approval of the Corporation of the City of Sault Ste. Marie.

Description of Services	Scope of Work	Estimated Fee
Geotechnical Study	Agreement Section 2.1.5	$12,500.00
Preliminary and Detailed Design of the Project	Agreement Sections 2.1 and 2.3	$65,000.00
Administration and Resident Staff Services During Construction	Agreement Section 2.5	$180,000.00
	Total Upset Limit	$257,500.00

Fees do not include H.S.T.

2. Billing Rates

Billing rates for personnel assigned to this project, based on their job description / classification are provided in the following table.

Job Description / Classification	Billing Rates	Full-Time Resident Services Rates
Senior Manager/Specialist	$130-$170/hr	
Senior Engineer / Project Manager	$110-$130/hr	
Intermediate Engineer	$90-$110/hr	
Junior Engineer	$65-$85 / hr	
Senior Technician / Designer	$75-$100 / hr	$70-$85 / hr
Intermediate Technician / Designer	$65 - $75 / hr	$60-$70 / hr
CAD Operator	$65 - $80 / hr	
Junior Technician	$50 - $65 / hr	$55 / hr
Secretarial	$45 - $60 / hr	

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-194

AGREEMENT: (E2.3) A by-law to authorize the execution of an agreement between the City and Kresin Engineering Corporation for the resurfacing and improvements along Bay Street between Andrew Street and Pim Street, a length of approximately 1,800 metres.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement between the City and Kresin Engineering Corporation, a copy of which is attached as Schedule “A” hereto. This agreement is for the resurfacing and improvements along Bay Street between Andrew Street and Pim Street, a length of approximately 1,800 metres.

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 8th day of September, 2014.

_____

MAYOR - DEBBIE AMAROSO

_____

CITY CLERK - MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2014\2014-194 EXECUTION AGREEMENT KRESIN.DOC

AGREEMENT

FOR

PROFESSIONAL ENGINEERING SERVICES

MEMORANDUM OF AGREEMENT dated the ____ day of August, A.D. 2014

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

KRESIN ENGINEERING CORPORATION

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to:

Resurface and construct improvements along Bay Street between Andrew Street and Pim Street, a length of approximately 1,800 metres.

and WHEREAS the construction shall include the resurfacing of the roadway, lane reconfigurations and improvements to surface drainage, pedestrian facilities and related infrastructure, hereinafter called the "Project".

and WHEREAS the Client has requested the Engineer to furnish professional services in connection therewith as outlined in Article 2 of this Agreement;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS

1.01 Retainer

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Engineer shall mean professionals and specialists engaged by the Client directly and whose names are party to this Agreement.

1.02 Services

The services to be provided by the Engineer and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

1.03 Compensation

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3.

1.04 Staff and Methods

The Engineer shall use current state of the art principles and shall skilfully and competently perform the Services and shall employ only skilled and competent staff who will be under the supervision of a senior member of the Engineer's staff.

1.05 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "as built" records. The Client has ownership of the drawings.

All drawings shall be prepared and submitted in digital format compatible with AutoCAD 2004.

1.06 Patents

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer and the Municipality.

The Client shall also have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for any other municipal purpose or project.

1.07 Records and Audit

(a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by and salaries paid to his staff employed for

the Project.

(b) The Client may inspect and audit the books, payrolls, accounts and records of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

(c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.

1.08 Changes and Alterations and Additional Services

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Engineer shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4.

1.09 Suspension or Termination

The Client may at any time by notice in writing to the Engineer suspend or terminate the Services or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2.1 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.4.

If the Engineer is practising as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

The Engineer may by notice in writing suspend the services, at his sole discretion, on failure of the Client to pay for outstanding services should payment for those services not have been rendered within the time specified under Section 3.3.1 of this Agreement.

1.10 Indemnification

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer as a result of the negligence of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claim, losses, damages, liability and costs of defence arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligence of the Engineer in the performance of consulting services to the Client within this project.

The Client shall indemnify and save harmless the Engineer from losses arising from the use of the material provided to the Engineer by the Client under Article 2 of this Agreement.

1.11 Insurance

The Engineer agrees to provide the following insurance coverage for the duration of the Project:

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be $2,000,000.00 for general liability and $2,000,000.00 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of $2,000,000.00. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer.

c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project, then the Engineer shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under
Section 3.2.4.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (60) days after written notice of such change or cancellations has been personally delivered to the Client.

1.12 Contracting for Construction

Neither the Engineer nor any person, firm or corporation associated or affiliated with nor subsidiary to the Engineer shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.13 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.14 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Engineer with such other authority, department of government or agency.

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Engineer, will be in accordance with Section 1.23.1 (c).

1.17 Specialized Services

The Engineer may engage others for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

1.18 Inspection

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. No such information shall be used by the Engineer on any other project without the approval in writing of the client.

1.21 Arbitration

The Engineer and Client mutually agree that any disputes relating to the completion of the Project shall be resolved through arbitration as follows:

(a) Any dispute, difference or disagreement between the parties hereto in relation to the Agreement shall be referred to arbitration.

(b) No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Engineer.

(c) The award of the arbitrator shall be final and binding upon the parties.

(d) The provisions of The Arbitrations Act, R.S.O., 1990, C-A. 24, as amended shall apply.

1.22 Time

The Engineer shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require and the Client shall have the right to take possession of and use any completed or partially completed portions of the Work notwithstanding any provisions expressed or implied to the contrary.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees/Upset Fee Limits, Schedule of Progress and Staff List

When requested by the Client, the Engineer shall within fourteen days of the execution of this Agreement provide, for approval by the Client:

(a) An estimate of the total fees and/or upset fee limit(s) to be paid for the Services.

(b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.

(c) A Staff list showing the number, classifications and salary ranges of staff and/or hourly rate ranges for Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees/Upset Fee Limits, Schedule of Progress and Staff List

The Engineer will require prior written approval, from the Client for any of the following changes:

(a) Any increase in the estimated fees/upset fee limits beyond those approved under Subsection 1.23.1 (a).

(b) Any change in the schedule of progress which results in a longer period than provided in Subsection 1.23.1 (b).

(c) Any change in the number, classification and salary ranges of the staff provided under Subsection 1.23.1 (c).

Such approval shall not be unreasonably withheld by the Client.

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

ARTICLE 2 - SERVICES

The following definitions shall apply:

2.1 Engineer's Services for Planning (Class EA) of the Project

Services for planning (Class EA) will be completed under a separate agreement.

2.2 Client's Services for Planning (Class EA) of the Project

Services for planning (Class EA) will be completed under a separate agreement.

2.3 Engineer's Services for Preliminary Design of the Project

The Engineer shall provide the services for preliminary design and such work shall include the following, unless already provided during a previous study:

1. Preparation of preliminary project schedules and construction cost estimates.

2. Preparation and recommendation of alternative concepts and designs considering geometrics, property, cost and environmental features.

3. Development and recommendation of horizontal and vertical alignments for the Project on a plan scale acceptable to the Client.

4. Development of proposed typical cross-sections for the roadway, including number of driving lanes, turning lanes, rights-of-way, curbs and sidewalks, intersecting roads and other cross section elements.

5. Preparation of a design criteria with due consideration being given to such ancillary features as curbs, sidewalks, illumination, signs, signals, fences, landscaping and zone painting.

6. Preparation of a design brief indicating the principle design features, and including an estimate of construction cost.

7. Meeting with and presenting to the Client alternative design concepts and obtaining input on the preferred.

8. Development and recommendation to the Client of a preliminary soils investigation program to permit the completion of the preliminary and detail design phases of the Project.

9. Preparation and distribution of minutes of Project meetings.

10. Preparation of correspondence on behalf of the Client and circulation thereof to governmental ministries, agencies and other public authorities for design information.

11. Assembling and evaluating existing drainage data.

12. Preparation of general drainage requirements.

13. Identification of major utility installations and adjustments.

14. Preparation of preliminary design drawings.

15. Preparation of property acquisition plans, if any.

16. Development of construction cost estimates.

17. Preparation of MTO Justification Report for submission to MTO for connecting link funds, if required.

2.4 Client's Services for Preliminary Design of the Project

The Client shall provide the Engineer with:

1. Copies of available Functional Study or Predesign Investigations undertaken for the Work.

2. Access to and the use of existing plans, profiles, utility information, legal documents and correspondence relevant to the Project.

3. Copies of all survey data, bench marks and plans of the Project, including digital data.

4. Copies of available traffic information including traffic counts, accident reports, etc.

5. Copies of available Traffic or Transportation Study Reports of the area.

6. Copies of available Functional Planning or Preliminary Design Reports of adjoining Projects.

7. Copies of CCTV inspector reports of both sanitary and storm sewers located in the area of the Project.

8. Copies of future land use plans/development densities for sanitary/storm areas affecting the Project.

9. Copies of available sanitary sewage drainage area plans/reports prepared for the study area.

10. Copies of available storm drainage area plans/reports prepared for the study area.

11. Copies of the most current contract documents from adjacent reconstruction projects completed by the City.

12. General direction of the Engineer in the provision of services and approvals within reasonable time as necessary during the currency of this agreement.

13. Any information regarding utilities in the possession of the Client necessary for the preparation of the plans.

The Engineer shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses (l) to (13) hereof, inclusive, as being accurate, in the performance of the Engineer's services under this Agreement.

2.5 Engineer's Services for Detailed Design of the Project

The services to be provided by the Engineer in the execution of the detailed design of the Project shall include:

1. Provision of expertise required for the design of all facilities to serve the best interests of the public, with due regard for environmental concerns, capital cost and operating efficiency in accordance with current state of the art and acceptable standards established by the Client and regulatory authorities.

2. Conducting field survey work, if required, after the design criteria and functional alignment have been established, which shall include all survey work necessary for the estimating of quantities, the detailed setting of alignment and grade to fit controlling natural and artificial topographic and underground features, and design of drains, storm sewers, sidewalks, street lights, sanitary sewers, and water services, and the positioning of all appurtenances associated with the construction of the Project.

3. Investigation and confirmation of the present location of all above ground utilities, updating of the Client's plans and profiles to show the present location and the proposed location, and preparation of additional drawings required for alternative utility relocation as required by the Client, subject to clause 8 of Section 2.5.

   Underground utilities shall be indicated on the plans and profiles in accordance with information submitted by the respective utility. The Engineer shall be entitled to rely upon the information and direction provided to it by the Utilities as being accurate in the performance of his services under this Agreement.

4. The preparation and submission of preliminary drawings, investigations, and recommendations to the Client, on such alternatives or modifications to the Project that the Engineer in his professional judgement, deems advantageous to the Client.

5. Advising the Client of the need to seek permission to enter private lands for investigation purposes. Such permission to enter private lands shall be obtained by the Client on behalf of the Engineer.

6. Participation in a reasonable number of meetings for information, negotiation or presentation purposes with the Client in connection with the services provided under this Agreement, after the establishment of the design criteria and functional alignment.

7. Preparation of contract documents for the Project including: detailed construction drawings, tender quantity forms, general conditions, specifications, information to bidders, and special provisions.

8. Preparation of detailed quantity and cost estimates, including sundry engineering and materials.

9. Provision of ten (10) complete sets of tendering documents and drawings.

10. Incorporation, into the contract document package of design drawings and specifications of work designed by others, when required.

11. Submission of plans, specifications, schedules, and applications for approval to the Client and to appropriate authorities, as required. Attending meetings at the offices of these public authorities to discuss designs and to provide explanations for the purpose of furthering the applications towards approval.

12. Assisting the Client in advertising for tenders.

13. Consultation during the tendering of a contract for the Project, the comparative analysis of bids and recommendations thereon, and the preparation of contract documents for execution.

2.6 Client's Services for Detailed Design of the Project

The Client shall provide the Engineer with the following services, notwithstanding that, should the Client be unable to provide any of the services hereunder, they may be assigned to the Engineer under Section 1.08 of this Agreement.

1. Access to and, where necessary, copies of existing plans, profiles or other topographic information showing or pertaining to existing conditions within the Project area.

2. Detailed site survey data, in digital form.

3. Registered land plans, legal documents and surveys, where necessary, defining the property limits of existing rights-of-way and other parcels of land affected by the Project, and as required in the acquisition of property and lands for the Project.

4. Specimen contract documents for the guidance of the Engineer in the design of the Project to the standards required by the Client.

5. Standard drawings for specific installations required by the client.

6. General direction of the Engineer in the provision of the services.

7. Any available information regarding utilities necessary for the preparation of the plans.

8. Arranging and making provision for the Engineer's entry and ready access to property (public and private) as well as to the site of the Project, as necessary to enable him to perform his services.

9. Designating in writing an individual to act as his Representative who will transmit instructions to and receive information from the Engineer.

10. Acquisition of any lands that may be required.

The Engineer shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses l through 10 hereof, inclusive, as being accurate, in the performance of the Engineer's services under this agreement.

2.7 Engineer's Services for Contract Administration and Construction Supervision of the Project

The Engineer, on behalf of the Client, shall provide a review of the work during construction. It is understood that the Contractor is responsible for discharging his obligations under the terms and conditions of the construction contract, the performance of the Contractor is not the Engineer's responsibility nor are his review services rendered for the Contractor's benefit; and the Contractor is responsible for the quality of the work. It is further understood that only work which has actually been seen during examination of representative samples can be said to have been appraised, and comments on the balance of the work are assumptions based upon extrapolation.

The extent of the Engineer's duties for general review are as follows:

(a) **Contract Administrative Services**

1. Review, modification and approval of the Contractor's construction schedule, the processing of progress and final payment certificates, and the preparation of progress reports to the Client at such time and in such form and detail as the client may require.

2. The review and checking of formwork drawings and proposed construction methods as warranted, to ensure that the Contractor's drawings and methods comply with the design requirements for the Project.

3. Consideration and recommendation in respect to alternatives of construction methods or material proposed by the contractor, and preparation of change orders.

4. Review of shop drawings submitted to the degree necessary to ensure they conform to the design requirements and contract documents.

5. Provision of recommendations on the validity of charges for additions or deletions and recommendations on the issue of change orders.

6. Processing and issuing of payment certificates.

7. Conducting progress meetings as may be required.

(b) **Construction Inspection Services**

1. Direction of the Engineer's field staff, and review of the Contractor's work to ensure compliance with the plans and specifications.

2. Surveying and calculation of pay quantities for the work.

3. Calculation and recording of quantities, for the preparation of progress and final payment certificates prescribed by the Client, together with the compilation of such survey notes, diaries, records and reports substantiating such certificates during construction and on completion of the work.

4. Arranging, preparing and shipping for testing materials supplied by the Contractor for incorporation into the work, and the review of test results and judgement of acceptability of said materials.

5. Coordinating on-site testing during the construction of the work to verify acceptability according to the specifications.

6. Assigning necessary field staff to perform such field operations necessary in the provision of the foregoing construction administration services.

7. Investigating, reporting and recommending on unusual circumstances which may arise during construction.

8. Carrying out final inspection at the conclusion of the construction contract, at the end of the maintenance period and as part of the acceptance program of the Client.

9. Preparing and submitting to the Client one complete set of reproducible, revised contract drawings showing the 'as constructed' Project, to the extent requested by the Client and to the extent possible from information provided by the Contractor or otherwise patently visible. It is understood that the Engineer is not responsible for the accuracy or completeness of field changed information supplied (or to have been supplied) by persons not in the Engineer's employ.

2.8 Client's Services for Contract Administration and Construction Inspection of the Project

The Client shall provide the Engineer with the following services notwithstanding that, should the Client be unable to provide any of the services hereunder, they may be assigned to the Engineer under Section 1.08.

1. Supplementary factors governing the Contractor's operations, such as by-laws, property considerations, maintenance of public services and traffic.

2. General direction of the Engineer in the provision of the services.

3. Arranging and making provision for the Engineer's entry and ready access to property (public and private) as well as to the site of the work, as necessary to enable him to perform his Services.

4. Designating in writing an individual to act as his Representative, who will transmit instructions to, and receive information from, the Engineer.

5. Providing material testing services for granulars, concrete and asphalt during construction.

The Engineer shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses 1 through 5 hereof, inclusive, as being accurate in the performance of the Engineer's services under this Agreement.

2.9 Milestones

The Engineer shall endeavour to perform the services set forth in paragraphs 2.1, 2.3, 2.5, and 2.7 of this Agreement in the time frames provided for in Schedule “1” attached hereto.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

(a) Payroll Cost:

Payroll Cost is defined as hourly salary plus payroll burden.

The following formula shall be used to calculate the hourly salary for billing purposes. Hourly salary equals:

$$\frac{\text{Annual Salary}}{\text{Hours Per Week} \times 52 \times .85}$$

Payroll burden equals fringe benefits expressed as a percentage of salary that provides for health and medical insurance, group life and disability insurance, company and Canada Pension employer contribution, Workers' Compensation and Unemployment Insurance, but excludes bonuses or profit sharing. For the purpose of this Agreement payroll burden shall be 8.97% of hourly salary.

(b) Cost of the Work:

(NOT APPLICABLE)

(c) Site

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Time Basis

3.2.1.I The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis shall be as follows:

a) Staff on normal assignments - Payroll Cost multiplied by a factor of 2.0.
b) Services During Construction:

(i) For all services, except for staff full-time continuously on site - Payroll cost multiplied by a factor of 2.0.
(ii) For site staff working full-time continuously on site - Payroll cost multiplied by a factor of 1.7.

For purposes of this Agreement, the Engineer shall use the Billing rates as outlined in Schedule "2" of this Agreement. Any subsequent changes or amendments to this schedule shall be in accordance with Section 1.23.2.

3.2.1.2 Time Expended

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports, and specifications.

3.2.1.3 Estimate of Fees

The Client shall only be required to pay for those services actually rendered on a time and materials basis. The Engineer estimates that the total fees to be paid for the services outlined in Sections 2.1, 2.3, 2.5, and 2.7 shall not be greater than those fees identified in Schedule "2" of this Agreement. Any subsequent changes or amendments to the estimated fees contained in Schedule "2" shall be in accordance with Section 1.23.2 of this Agreement.

3.2.3 Computer Services and Total Station Survey Services

The usage of computer equipment shall be considered a reimbursable expense, except where a computer is used for design under the percentage fee scale or for the Engineer's normal office administration.

The usage of total station survey equipment shall be considered a reimbursable expense.

3.2.4 Reimbursable Expenses

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5% for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, printing and reproductions, progress photography and video charges, special delivery and express charges, overtime premium costs, on-site quality control equipment, materials and supplies; and survey supplies.

3.2.5 Information Technology (IT) and Telecommunication

An Information Technology (IT) and Telecommunication charge equal to 5.5% of Professional Fees will be included on all invoicing to cover local, long distance and cellular telephone charges, facsimile transmission charges and IT resources required for purposes of providing the services contemplated under this agreement.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Engineer shall submit an Invoice to the Client for all Services completed in the immediately preceding month. Interest at the rate of 1½% monthly will be paid on the total outstanding unpaid balance commencing 30 days following the date of issuance of the Engineer's invoice.

In the event that payment is NOT received within 30 days from the date of issuance of an invoice the Engineer may suspend the services as specified under Section 1.09.

IN WITNESS THEREOF the parties hereto have caused to be executed those presents by their officers properly authorized in that behalf on the day and year first above written.

SIGNED, DELIVERED

in the presence of:

ENGINEER: Kresin Engineering Corporation

Chris Kresin, P.Eng.
PRESIDENT

WITNESS

Signature

Michael Kresin, P.Eng.
SECRETARY/TREASURER

Name and Title of person signing

CLIENT: The Corporation of the City of Sault Ste. Marie

Signature

WITNESS

Name and Title of person signing

Signature

Signature

Name and Title of person signing

Name and Title of person signing

Schedule "1"

MEMORANDUM OF AGREEMENT dated the ___ day of August, A.D. 2014.

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

KRESIN ENGINEERING CORPORATION

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

Estimated Project Schedule

Key Task	Start	End
1. Preliminary Design	October 2014	December 2014
2. Geotechnical	November 2014	December 2014
3. Design	December 2014	February 2015
4. Tender	March 2015	April 2015
5. Construction	May 2015	December 2015

Schedule "2"

MEMORANDUM OF AGREEMENT dated the ___ day of August, A.D. 2014

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

KRESIN ENGINEERING CORPORATION

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

Estimated Project Fees

Key Task	Estimated Fee	
	Time	Disbursements
1. Preliminary Design	20,000	2,000
2. Geotechnical[(1)]	0	0
3. Design	75,000	5,000
4. Tender and Approvals	20,000	5,000
5. Construction		
- residential inspection	100,000	7,500
- administration	65,000	4,000
Sub-totals	$ 280,000	$ 23,500
TOTAL		**$ 303,500**

[(1)] Geotechnical work, if required, will be co-ordinated by the Engineer and the associated costs of the work will be invoiced to the Client in accordance with the agreement.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-195

AGREEMENT: (E2.3) A by-law to authorize the execution of an agreement between the City and STEM Engineering Group Inc. for the Fort Creek Aqueduct Rebuild from Albert Street to Cathcart Street.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement between the City and STEM Engineering Group Incorporated for the Fort Creek Aqueduct Rebuild from Albert Street to Cathcart Street, a copy of which 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 8th day of September, 2014.

_____

MAYOR - DEBBIE AMAROSO

_____

CITY CLERK - MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2014\2014-195 EXECUTION AGREEMENT STEM.DOC

AGREEMENT

FOR

PROFESSIONAL CONSULTING SERVICES

MEMORANDUM OF AGREEMENT dated the 29th day of August

A. D. 2014

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

STEM ENGINEERING GROUP INCORPORATED

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to perform the following reconstruction; the **Fort Creek Aqueduct Rebuild – from Albert Street to Cathcart Street**; this work includes the continuation of the Overflow Channel out of Esposito Park to John Street (60 metres). This also includes two segments of the Central Street Overflow Aqueduct which are in need of a rebuild at this time.

At this stage, for the John Street portion, we have allowed for preliminary design of the John Street Corridor to determine the future location of the Secondary Aqueduct which will eventually be installed along John Street. As such, at this time, we will address any and all of the issues relating to the future path of the new aqueduct, including the changes to sewer, water, electrical and any other buried services that will affect this future work.

HEREINAFTER called the 'Project' and has requested the Consultant to furnish professional services in connection therewith;

This work will include the replacement of the existing aqueduct which occupies this space plus associated sanitary and storm sewer work, plus catch basins as maybe required, including the road restoration work as required. This work is to include preparation of tender documents and contract administration and supervision.

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS

1.01 Retainer

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

1.02 Services

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

1.03 Compensation

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.

1.04 Staff and Methods

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

1.05 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the client indemnifies the Consultant for unauthorized use of the documents and deliverables.

1.06 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be considered as Intellectual Property and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

1.07 Records and Audit

(a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.

(b) The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

(c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.08 Changes and Alterations and Additional Services

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3. In the event the client delays the project the consultant shall have the right to renegotiate the agreement.

1.09 Suspension or Termination

Either party may, at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3 for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

1.10 Indemnification

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client within this project.

1.11 Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant and its employees for the Client's damages.

(a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be $5,000,000 per occurrence and in the aggregate for general liability and $5,000,000 for automobile insurance. When requested, the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

(b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of $1,000,000 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

(c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

1.12 Contracting for Construction

Neither the Consultant, nor any person, firm nor corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.13 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.14 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Consultant will be in accordance with Section 1.23.1 (c).

1.17 Sub-Consultants

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

1.18 Inspection

The client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the client.

1.21 Dispute Resolution

(a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.

(b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.

(c) The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the parties.

(d) The provisions of The Arbitration's Act, R.S.O., 1991, Chapter 17, as amended shall apply.

1.22 Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require. .

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the Client, and where payment is calculated on a time basis, the Consultant shall provide, for approval by the Client:

(a) An estimate of the total fees to be paid for the Services.

(b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.

(c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior written approval, from the Client for any of the following changes:

(a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).

(b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).

(c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 Additional Conditions

Electronic Data Files and CAD Files:

The Consultant will deliver to the Client (electronically or on tangible electronic storage media or otherwise) certain CAD files or electronic data files (the "Files") prepared by the Consultant solely for its own use. It is acknowledged that due to the nature of such electronic "Files", information contained therein could inadvertently be altered or erased by any person having access to them. Therefore, the Consultant gives no warranty or condition to the Client with respect to the "Files" and the data contained therein. The "Files" will not be stamped, certified or signed by the Consultant. Any use of the "Files" by the Client will be at the sole risk of the Client.

ARTICLE 2 – SERVICES

2.01 Services to be provided by Consultant

Reconstruction of the Fort Creek Aqueduct Rebuild – from Albert Street to Cathcart Street; this work includes the crossing at Albert Street.

Replacement of the existing aqueduct which occupies this space plus associated sanitary and storm sewer work, plus catch basins as maybe required, including the road restoration work as required. This work is to include preparation of tender documents and contract administration and supervision.

ARTICLE 3 – FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

(a) **Payroll Cost**

Payroll Cost is defined as hourly salary plus payroll burden.

(i) The following formula shall be used to calculate the hourly salary for the billing purposes. Hourly salary equals:

$$\frac{\text{Annual Salary}}{\text{Hours per week} \times 52 \times .85}$$

(ii) Payroll burden equals fringe benefits expressed as a percentage of salary that provides for health and medical insurance, group life and disability insurance, company and Canada pension employer contribution, Workers' Compensation and Unemployment Insurance, but excludes bonuses or profit sharing. For the purposes of this agreement payroll burden is 12.4 %.

(b) **Cost of the Work:**

(i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).

(ii) Wherever the client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.

(iii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.

(iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.

(v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

(c) **Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Time Basis

The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be as follows:

(a) Principals and Executives on normal assignments $130.00 per hour. This rate will be reviewed annually and adjusted accordingly.

(b) Staff on normal assignments – Payroll Cost plus 100%.

(c) Principals, Executives and staff rendering individual services on assignments for which they are eminently qualified and for which they require little or no assistance including providing expert testimony and attendance at hearings or courts - $140.00 per hour.

(d) Services during Construction

(i) For all services, except for staff full-time continuously on site:

a) Principals and Executives on Normal assignments .....$140.00 per hour.

This rate will be reviewed annually and adjusted accordingly.

b) Other Staff: Payroll Cost Plus 100%.

(ii) For site staff working full time continuously.... Payroll Cost plus 70%.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the consultant may from time to time seek approval from the client to adjust hourly rates and such approval shall not be unreasonably withheld.

Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

3.2.2 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.

3.2.2.1 Information Technology and Reprographic (ITR) Expenses.

Costs incurred by the Consultant shall be reimbursed at a standard charge rate of $10.00 per labour hour expended. The assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The ITR charge shall also include all regular in-house convenience copying and printing. Cost for reproducing specifications and drawing sets shall not be included in this rate. (see above).

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

(a) Monthly Payment

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented, by the Client upon receipt. Interest at the annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

(b) The Consultant reserves the right, without penalty, to discontinue services in the event of non-payment.

(c) If the project is abandoned or delayed for any reason beyond the Consultant's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses.

3.4 Fee Estimate

Estimated Fees are contained in Appendix 1. The rates used in the estimates are representative of the type of individual who will perform the work, but the actual rates will be billed as per Article 3.

SIGNED, SEALED AND DELIVERED

in the presence of:) _____

STEM ENGINEERING
The signatory shall have the authority to bind the corporation or company for purposes of this agreement

_____
Mark P. Coleman, P. Eng.
Principal

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
The signatory shall have the authority to bind the municipality or its agency for purposes of this agreement

_____
MAYOR – Debbie Amoroso

_____
CITY CLERK – Malcolm White

Appendix 1

Estimated Fees

875 Queen Street East
Sault Ste. Marie, Ontario
P6A 2B3

p.705.942.6628
f. 705.942.7515

ENGINEERING ESTIMATE

Project: **Fort Creek Aqueduct - Albert to Cathcart** Project No. **13210.01**

Description: **Engineering of New Section of Aqueduct for 2015 Construction** Date: **August 29, 2014**

Survey, Design, Detailed Engineering Dwgs and Site Review

TASK	DESCRIPTION	HOURS	RATE	COST
Preliminary		10	$ 140.00	1,400.00
Home/Building Survey	Review of adjacent home/bldg basements	24	$ 75.00	1,800.00
	Survey of John St. pick up info for prelim design	40	$ 75.00	3,000.00
	Download and process of survey	30	$ 75.00	2,250.00
	Field Assistance	24	$ 45.00	1,080.00
Engineering	**Structual** - design	40	$ 120.00	4,800.00
	Civil - Road and Lane dwgs.	80	$ 100.00	8,000.00
	- Develop preliminary design of corridor down John Street	100	$ 100.00	10,000.00
	Design support - Sr. engineer review and discussions	30	$ 140.00	4,200.00
Drafting	Structural Arrangement - Plans	80	$ 75.00	6,000.00
	Structural Sections & Elevations	40	$ 75.00	3,000.00
	Structural Engineering Details	40	$ 75.00	3,000.00
	Structural Rebar Details	50	$ 75.00	3,750.00
	Civil drawings - allow	120	$ 90.00	10,800.00
	- Segments and work plan	60	$ 75.00	4,500.00
	- Prelim layout of John St. Corridor	150	$ 90.00	13,500.00
	As-builts structural	40	$ 75.00	3,000.00
	As-builts civil	40	$ 90.00	3,600.00
Specifications	Structural (allow)	40	$ 70.00	2,800.00
Checking	Structural (allow)	50	$ 120.00	6,000.00
	Shop drawing reviews	40	$ 120.00	4,800.00
	Civil (say 5 drawings at 4 hrs/ dwg)	100	$ 90.00	9,000.00
Site Services	2013 - Full time 30 weeks, 5.5 days/wk, @ 7 hrs / day	1155	$ 75.00	86,625.00
	Jr. Technician 25 wks, 5 days/wk, 8 hrs/ day	1000	$ 55.00	55,000.00
	Str. En'g support(as req'd) - allow 8 hrs / week @ 30 wks	240	$ 120.00	28,800.00
	Civil En'g support(as req'd) - allow	50	$ 90.00	4,500.00
	Senior Engineering support allow	50	$ 140.00	7,000.00
PUC Water	Design - see attached estimate 13210.04.1			9,130.00
	Site - see attached estimate 13210.04.2			6,540.00
PUC Electrical	Design - see attached estimate 13210.05.1			8,430.00
	Site - see attached estimate 13210.05.2			3,205.00
Supervision	allow	75	$ 140.00	10,500.00
Clerical	allow	30	$ 50.00	1,500.00
Meetings	allow 1 mtg / 2 wks over 30wks @ 2 hrs/mtg, engineer	30	$ 120.00	3,600.00
	allow 1 mtg / 4 wks over 30wks @ 2 hrs/mtg, supervisor	15	$ 140.00	2,100.00
Disbursements	allow (vehicle, mileage, prints, dwg etc.)			$ 5,000.00
	SUBTOTAL	**3,873.00**		**$ 342,210.00**
	13% HST			$44,487.30
	TOTAL			**$386,697.30**

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P6A 2B3

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ENGINEERING ESTIMATE

Project:	**Fort Creek Aqueduct - Albert to Cathcart**	Project No.	**13210.04.1**
Description:	**Engineering of New Section of Aqueduct - PUC Water Component - Design**	Date:	**August 29, 2014**
	Survey, Design, Detailed Engineering Dwgs and Site Review		

TASK	DESCRIPTION	HOURS	RATE	COST
Preliminary		2	$ 140.00	280.00
Engineering	**Structual** - design Accommodating water line	10	$ 120.00	1,200.00
	Civil - Crossing at Queen (Albert St. not incl.)	8	$ 90.00	720.00
	Design support - Sr. engineer review and discussions	4	$ 140.00	560.00
Drafting	Structural - allow	6	$ 75.00	450.00
	Civil drawings - allow	6	$ 90.00	540.00
	Preliminary design on John St. corridor	40	$ 90.00	3,600.00
Checking	Structural (allow)	2	$ 120.00	240.00
	Civil (allow)	2	$ 90.00	180.00
Supervision	allow	3	$ 140.00	420.00
Clerical	allow	2	$ 50.00	100.00
Meetings	allow 2 mtgs / 2 men @ 2 hrs/ mtg, engineer	8	$ 105.00	840.00
Disbursements	n/a			
	SUBTOTAL	**93.00**		**$ 9,130.00**
	13% HST			$1,186.90
	TOTAL			**$10,316.90**

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ENGINEERING ESTIMATE

Project:	**Fort Creek Aqueduct - Albert to Cathcart**	Project No.	**13210.04.2**
Description:	**Engineering of New Section of Aqueduct - PUC Water Component - Site**	Date:	**August 29, 2014**
	Survey, Design, Detailed Engineering Dwgs and Site Review		

TASK	DESCRIPTION	HOURS	RATE	COST
Site Services	2015 - Water portion 1 wk	40	$ 75.00	3,000.00
	Str. En'g support(as req'd) - allow	12	$ 120.00	1,440.00
	Civil En'g support(as req'd) - allow	6	$ 90.00	540.00
	Senior Engineering support allow	4	$ 140.00	560.00
				-
Supervision	design phase allow	2	$ 140.00	280.00
				-
Clerical	allow	2	$ 50.00	100.00
				-
Meetings	allow 1 mtg / 2 wks over 32wks @ 0.25 hrs/mtg, engineer	4	$ 105.00	420.00
Disbursements	allow (vehicle, mileage, print, dwg etc.)			$ 200.00
	SUBTOTAL	**70.00**		**$ 6,540.00**
	13% HST			$850.20
	TOTAL			**$7,390.20**

875 Queen Street East
Sault Ste. Marie, Ontario
P6A 2B3

p.705.942.6628
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ENGINEERING ESTIMATE

Project:	**Fort Creek Aqueduct - Albert to Cathcart**	Project No.	**13210.05.1**
Description:	**Engineering of New Section of Aqueduct - PUC Electrical Component - Design**	Date:	**August 29, 2014**
	Survey, Design, Detailed Engineering Dwgs and Site Review		

TASK	DESCRIPTION	HOURS	RATE	COST
Preliminary		2	$ 140.00	280.00
Engineering	**Structual** - design Accomodating water line(s)	6	$ 120.00	720.00
	Civil - Crossing at Queen (Albert St. not incl.)	6	$ 90.00	540.00
	Design support - Sr. engineer review and discussions	3	$ 140.00	420.00
Drafting	Structural Plan, Sections, Details - allow	6	$ 75.00	450.00
	Civil drawings - allow	6	$ 90.00	540.00
	Preliminary design on John St. corridor	40	$ 90.00	3,600.00
Checking	Structural (allow)	2	$ 120.00	240.00
	Civil (allow)	2	$ 90.00	180.00
Supervision	allow	3	$ 140.00	420.00
Clerical	allow	2	$ 50.00	100.00
Meetings	allow 2 mtgs / 2 men @ 2 hrs/ mtg, engineer	8	$ 105.00	840.00
Disbursements	allow (mileage, prints, etc.)			$ 100.00
	SUBTOTAL	**86.00**		**$ 8,430.00**
	13% HST			$1,095.90
	TOTAL			**$9,525.90**

875 Queen Street East
Sault Ste. Marie, Ontario
P6A 2B3

p.705.942.6628
f. 705.942.7515

ENGINEERING ESTIMATE

Project:	**Fort Creek Aqueduct - Albert to Cathcart**	Project No.	**13210.05.2**
Description:	**Engineering of New Section of Aqueduct - PUC Electrical Component - Site**	Date:	**August 29, 2014**
	Survey, Design, Detailed Engineering Dwgs and Site Review		

TASK	DESCRIPTION	HOURS	RATE	COST
Site Services	2015 - Electrical portion 2 days @ 10 hrs / day	15	$ 75.00	1,125.00
	Str. En'g support(as req'd) - allow	4	$ 120.00	480.00
	Civil En'g support(as req'd) - allow	2	$ 90.00	180.00
	Senior Engineering support allow	3	$ 140.00	420.00
Supervision	allow	2	$ 140.00	280.00
Clerical		2	$ 50.00	100.00
Meetings	allow 1 mtg / 2 wks over 32wks @ 0.25 hrs/mtg, engineer	4	$ 105.00	420.00
Disbursements	allow (vehilce, mileage, print, dwg etc.)			$ 200.00
	SUBTOTAL	**32.00**		**$ 3,205.00**
	13% HST			$416.65
	TOTAL			**$3,621.65**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-197

PROPERTY: (MAP 18) A by-law to declare the City owned property legally described as PT 17 PL 1R5366 (Part of PIN 31545-0435) (LT) Sault Ste. Marie in the Pilgrim Subdivision as surplus to the City's needs and to authorize the disposition of the said property to abutting registered owners of 22 Wemyss Street, Sault Ste. Marie.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.0. 2001, c. 25, **ENACTS** as follows:

1. **LANDS DECLARED SURPLUS**

The lands more particularly described as Part of PIN 31545-0435 (LT) PT 17 PL 1R5366; City of Sault Ste. Marie are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Section 1 of this by-law.

3. **EXECUTION OF DOCUMENTS**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete this sale.

4. **SCHEDULE "A"**

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

5. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of September, 2014.

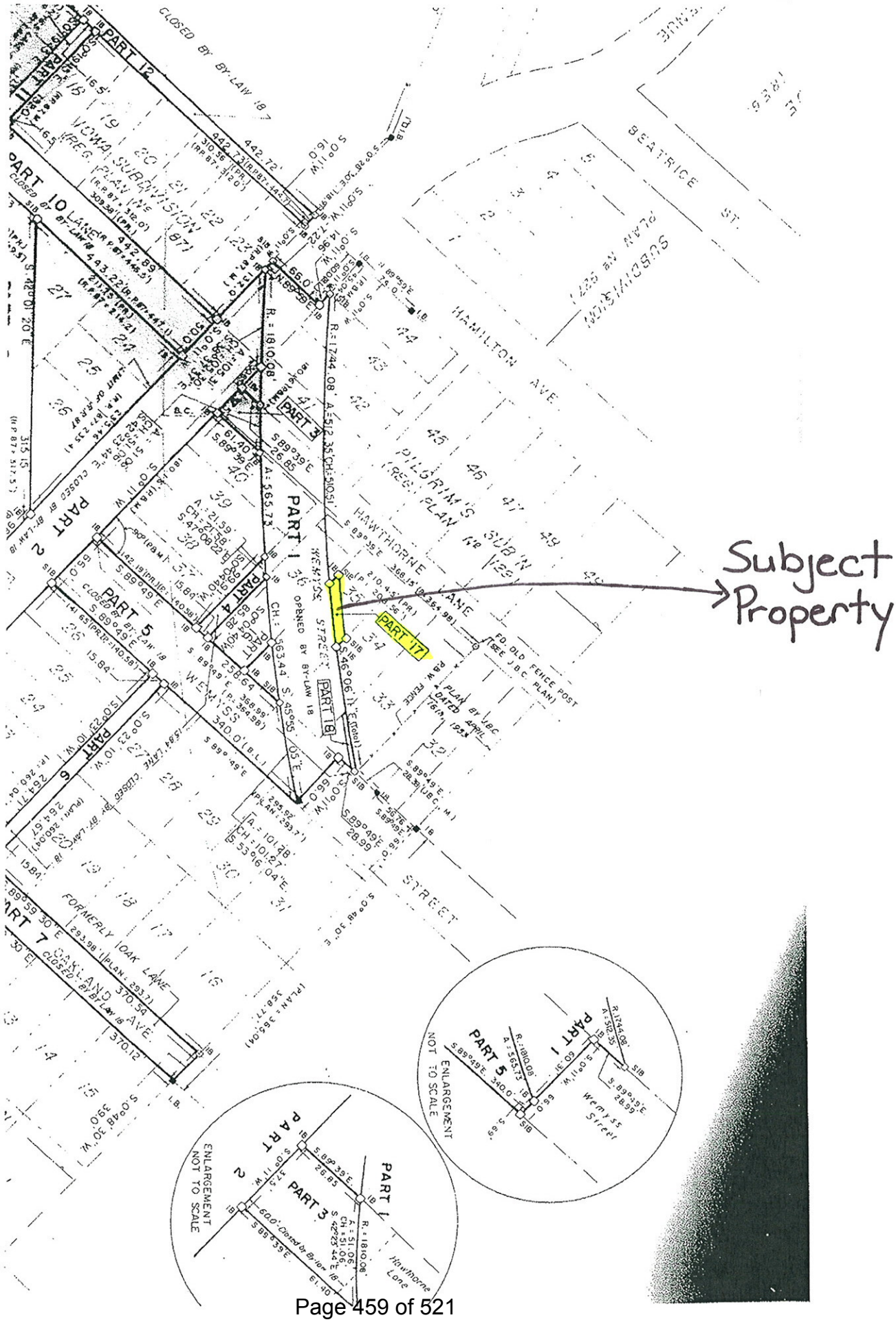
MAYOR – DEBBIE AMAROSO

CITY CLERK – MALCOLM WHITE

cf/Legal/staff/By-laws/2014/2014-197 Wemyss surplus

Schedule "A"

Part of Plan 1R5366



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-198

AGREEMENT: (AG114) A by-law to authorize the execution of an agreement between the City and Downtown Association and Stephen Alexander, operating as Loplop Lounge & Gallery to permit Downtown Association and Loplop Lounge & Gallery to occupy the property of the City identified as a section of Queen Street East from Bruce Street to Dennis Street.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated September 8, 2014 between the City and Downtown Association and Loplop Lounge & Gallery, a copy of which 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 8th day of September, 2014.

_____

MAYOR - DEBBIE AMAROSO

_____

CITY CLERK - MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2014\2014-198 EXECUTION AGREEMENT DOWNTOWN ASSOC AND LOPLOP.DOC

Schedule "A"

AG-114

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this 8th day of September, 2014.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein referred to as the "City")

- and -

DOWNTOWN ASSOCIATION

(herein referred to as the "Downtown")

- and -

STEPHEN ALEXANDER, OPERATING AS LOPLOP LOUNGE & GALLERY

(herein referred to as the "Loplops")

The City grants to Downtown and Loplops (collectively referred to as the "Licencees") the right to occupy the property of the City (the "City Property") identified as a section of Queen Street East from Bruce Street to Dennis Street, Sault Ste. Marie, specifically as shown and identified on Schedule "A" attached to this Licence. This Licence is subject to the conditions set out in Schedule "C" attached.

In this Licence, the "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.

This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED)

Date: _____

_____

TASHA VARPIO – MANAGER, DOWNTOWN ASSOCIATION
I HAVE THE AUTHORITY TO BIND THE DOWNTOWN ASSOCIATION

Date: _____

_____

STEPHEN ALEXANDER – SOLE PROPRIETOR OF LOPLOP LOUNGE & GALLERY
I HAVE THE AUTHORITY TO BIND LOPLOPS

Date: _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____

MAYOR – DEBBIE AMAROSO

_____

CITY CLERK – MALCOLM WHITE

WE HAVE THE AUTHORITY TO BIND THE CITY

\Legal\Staff\AGREEMENTS\DOWNTOWN EVENTS LE-114\DOWNTOWN EVENTS LE-114\Greyhound Season Opener Party\Licence to Occupy - Greyhounds Season Opener Party.doc

SCHEDULE "A" TO
LICENCE TO OCCUPY CITY PROPERTY

City Property

The following structures and programming are permitted to be set up and/or conducted at the following locations on City Property:

1. A "Pop-Up Patio" area composed of three (3) tent structures each the size of twenty (20') feet by twenty (20') feet each located twenty (20') feet away from each other with a perimeter outside the entire Pop-Up Patio area forming the "Licenced Area", as shown on the sketch attached hereto as Schedule "B", which may serve alcohol and be located on Queen Street East approximately in front of the Essar Centre located at civic number 269 Queen Street East;
2. One or Two Food trucks between Bruce Street and Dennis Street; and
3. Sporting/Hockey Programming by Soo Source for Sports.

Schedule "B"

ESSAR CENTRE

guide
= tree
= barricade
= chair
= table

W

stairs

band

entrance

stairs

tower

Essar Centre parking lot

sidewalk

sidewalk

20 entrance

20 x 20 tent

20 patio

20 x 20 tent

20 patio

20 x 20 tent

20 exit

gravity bistro food truck

Soo Source F

Sports Precinct activities

bar

bar

bar

Lychee Thai

parking bay

sidewalk

sidewalk

total licensed area
140' x 45' = 6300

SCHEDULE "C" TO
LICENCE TO OCCUPY CITY PROPERTY

This Licence is subject to the following conditions:

1. The City hereby grants the Licencees permission to set up:
    a. A "Pop-Up Patio" area composed of three (3) tent structures each the size of twenty (20') feet by twenty (20') feet each located twenty (20') feet away from each other with a perimeter outside the entire Pop-Up Patio area forming the "Licenced Area";
    b. One or Two Food Trucks; and
    c. Sporting/Hockey Programming by Soo Source for Sports,

    collectively referred to as the "Programming" on September 26, 2014 as part of the Greyhounds Season Opener Party (the "Event"), on Queen Street East, Sault Ste. Marie, Ontario, at the locations identified in Schedule "A" to this Licence Agreement, and subject to the following time schedules for September 26, 2014:
        i. between the hours of 3:30 p.m. to 5:00 p.m., the Licencees may set up the tent structures and other Programming as necessary;
        ii. between the hours of 5:00 p.m. and 7:00 p.m., the Event and Programming shall carry on;
        iii. between the hours of 5:00 p.m. and 7:00 p.m. Loplops may serve alcoholic beverages at the Pop-Up Patios in the Licenced Area in accordance with their Liquor Permit acquired from the Alcohol and Gaming Commission of Ontario ("AGCO"); and
        iv. by the hour of 8:00 p.m., the Licencees shall have completed the removal of the Pop-Up Patios, Programming and other items related directly or indirectly from the Event and Programming from City Property at their sole cost, liability and expense.

2. The tent structures described in Schedule "A" to this Licence are to comply with the following conditions:
    a. The distance between each tent structure must be no less than twenty (20') feet;
    b. The tent structures must be no less than three (3m) metres (9.8 feet) away from any building;
    c. The tent structures must be at ground level and must not be raised in any way;
    d. The tent structures must provide for access and clear passage by persons using mobility aides and strollers; and
    e. The tent structures must each be equipped with a portable fire extinguisher with a minimum 2A10BC rating and all staff within the tent structure shall be trained in its use.

3. The Downtown Association represents and warrants that it has obtained any and all required permits from Algoma Public Health with respect to the Programming prior to the commencement of the Event.

4. Prior to the commencement of the Event, the Downtown Association shall provide the City with written confirmation by facsimile or email from Algoma Public Health listing any and all permits obtained with respect to the Programming. In the event that such confirmation of permits obtained has not been received by the City by September 24, 2014, the Licencees acknowledge and agree that the Programming shall not proceed on September 26, 2014 with respect to the food vending component(s) and this Licence is hereby terminated as it pertains to those items not so confirmed. Such written confirmation shall be sent as follows:

CITY:

Melanie Borowicz-Sibenik
Assistant City Solicitor
Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1
Tel: (705)759-5403
Fax: (705)759-5405
Email: m.borowiczsibenik@cityssm.on.ca

5. Loplops represents and warrants that it is the holder of a valid catering endorsement attached to its sales licence. Loplops further represents and warrants that it has submitted a written form of notification of the Pop-Up Patio Programming of the Event to the AGCO, Algoma Public Health, the City Fire Department, the City Police Department and the City Building Department as required under Ontario Regulation 719, made under the *Liquor Licence Act,* R.S.O 1990, c. L.19. Loplops is presently awaiting the AGCO's approval for the Pop-Up Patio Programming of the Event.

6. Loplops acknowledges and agrees that it shall provide and serve alcohol for the Event at the Pop-Up Patio only if the Pop-Up Patio Programming is approved by the AGCO and the requirements set out in Section 7 below are satisfied. The Downtown Association represents and warrants that it is the sponsor for the Pop-Up Patio and the Event.

7. Prior to the commencement of the Event, Loplops shall provide the City with written confirmation by facsimile or email from the AGCO that Loplops has received approval for the Pop-Up Patio Programming of the Event. In the event that such confirmation of approval has not been received by the City by noon on September 24, 2014, the Licencees acknowledge and agree that the Event Programming shall not proceed on September 26, 2014 with respect to the Pop-Up Patio component and this Licence is hereby terminated as it pertains to the Pop-Up Patio. Such written confirmation shall be sent as follows:

CITY:

Melanie Borowicz-Sibenik
Assistant City Solicitor
Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1
Tel: (705)759-5403
Fax: (705)759-5405
Email: m.borowiczsibenik@cityssm.on.ca

8. At no time shall the City be responsible for setting up, maintaining, removing or otherwise dealing with the Pop-Up Patio, the barricades/fencing that designates the Licenced Area, or any other matters related to the Programming and/or the Event. The Licencees shall be responsible for all costs, expenses and liabilities relating to the setup, presence and removal of the Pop-Up Patio and all other matters related directly or indirectly to the Programming and/or the Event located on City Property. The Licencees shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the tent structures and Programming.

9. All matters related to the Event are the responsibility of the Licencees. At no time shall the City be responsible for any matters related directly or indirectly to the Programming and/or the Event, and the Licencees acknowledge and agree that they shall each indemnify and save harmless the City from any costs (including solicitor costs on a substantial indemnity scale basis and disbursements), liabilities and expenses incurred by the City that may result directly or indirectly from the Programming and/or the Event.

10. Loplops shall have full responsibility to ensure that it has satisfied all liquor licence requirements for the Pop-Up Patio. The Licencees shall have full responsibility to put in place and maintain throughout the Event the appropriate barricades/fencing, to the satisfaction of the AGCO and any other relevant governing body, to identify and define the Licenced Area. At no time shall the City be responsible for any matters related to liquor licence requirements, approvals, and barricades/fencing for the Pop-Up Patio. The Licencees shall save harmless and fully indemnify the City from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by Loplops of such liquor licence requirements, approvals, and barricades/fencing.

11. The Licencees shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Event and the Programming, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencees with such Laws, By-Laws, Rules and Regulations.

12. The Licencees shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the Event and the Programming.

13. The Licencees shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Event and/or the Programming, the intent being that the City shall be at no risk or expense to which it would not have been put had the Event and/or the Programming not occurred.

14. The Licencees shall not assign, transfer or make any other disposition of the Licence, or of the rights conferred thereby, without the prior express written consent of the City.

15. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of Queen Street East, such that removal of any portion or the entirety of the Event and/or the Programming is required, the Licencees shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Event and/or the Programming to its condition prior to such access by the City and/or emergency personnel.

16. The Event shall terminate at 8:00 p.m. on September 26, 2014. The Licencees shall promptly remove the Event and the Programming, and any matters related directly or indirectly thereto from the City Property and complete all necessary cleanup activities at their sole cost and expense by the hour of 8:00 p.m. on September 26, 2014, and leave the City Property in a condition satisfactory to the City. If the required cleanup activities are not completed by the Licencees by 8:00 p.m. on September 26, 2014, the City may complete such clean up and removal of the items as it deems necessary at the expense, liability and risk of the Licencees.

17. The Licencees shall not use or permit the use of the City Property for any purpose other than the purpose herein set out, namely only that Programming or components thereof that have complied with the terms and conditions of this Licence. The Licencees shall not erect any other buildings or other structures, or conduct any other programming on the City Property unless expressly set out and approved by the City in writing in advance of the Event.

18. This Licence Agreement shall terminate at 8:00 p.m. on September 26, 2014. The provisions of Paragraphs 3, 5, and 8-19 inclusive of this Licence survive the termination of this Licence.

19. The Licencees each shall keep in force during the term of this Licence, property damage insurance and personal injury insurance against claims for bodily injury, death or property damage occurring on the City Property in an amount not less than Two Million ($2,000,000.00) Dollars and name the City as "Additional Insured" to same. Proof of said insurance shall be filed with the Legal Department of the City of Sault Ste. Marie on or before September 23, 2014.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-199

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Queen Street East from Bruce Street to Dennis Street to facilitate the Greyhound Season Opener Party on September 26, 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 Bruce Street to Dennis Street from 3:30 p.m. to 8:00 p.m. on September 26, 2014 to facilitate the Greyhound Season Opener Party.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of September, 2014.

_____

MAYOR – DEBBIE AMAROSO

_____

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2014\2014-199 TEMPORARY STREET CLOSING QUEEN ST E.DOC

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

BY-LAW 2014-201

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 208 to the Official Plan for the City of Sault Ste. Marie (1188004 Ontario Inc.) 115 Northern Avenue 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. 208 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 8th day of September, 2014.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

da legal\Staff\LEGAL\ZONING\2014\2014-202 1188004 Ont Inc Porco\2014-201 By-law OP.doc

AMENDMENT NO. 208
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 Commercial Policies of the Plan.

LOCATION

PLAN 51145 LOT 1 PT RP 1R10404 Part 2, located on the south side of Northern Avenue East, approximately 38m west of its intersection with Grand Blvd., civic no. 115 A&B Northern Avenue East.

BASIS

This Amendment is necessary in view of a request to locate a Building Restoration and Remediation Contractors Yard upon the subject property.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

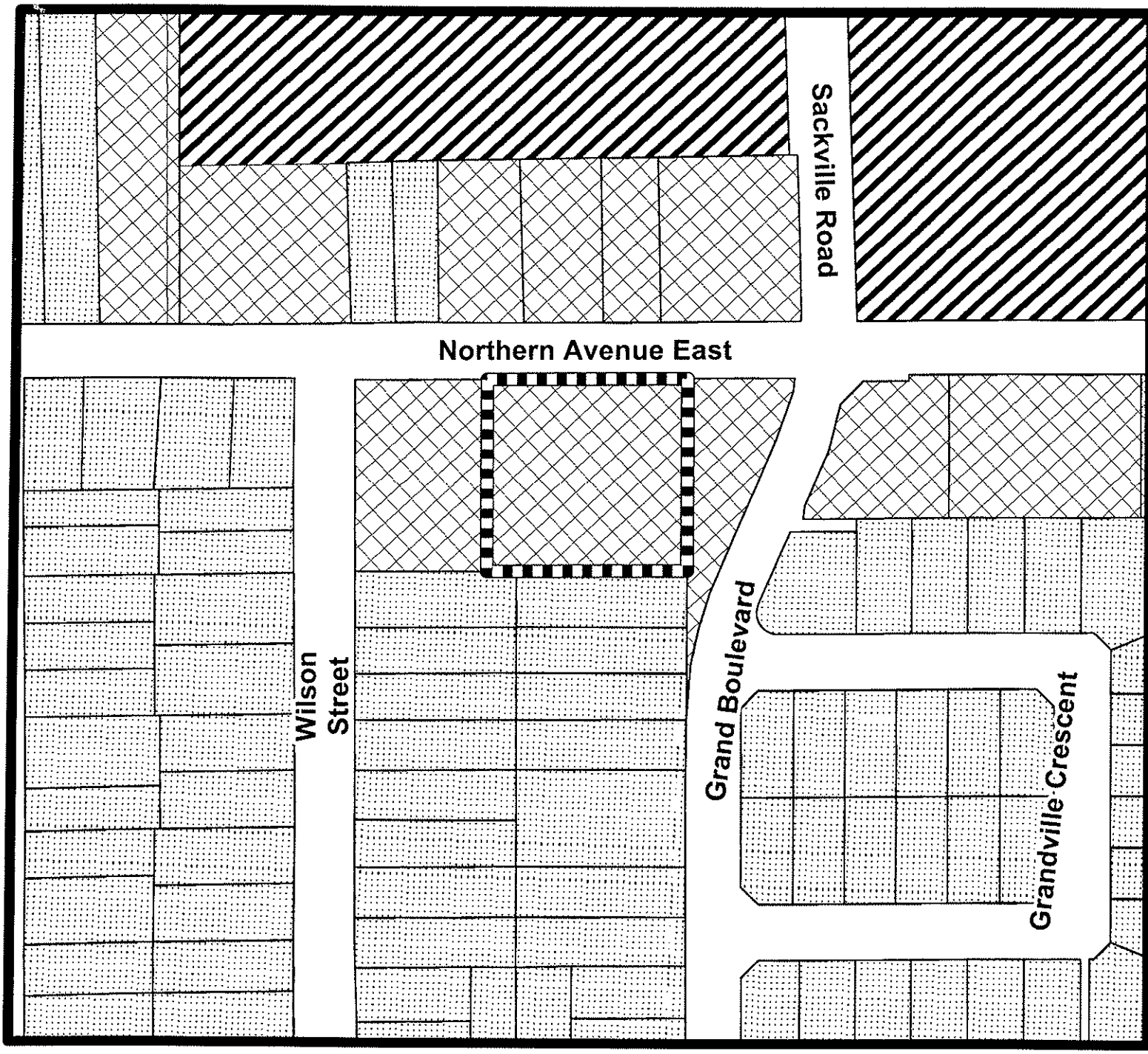
The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

"Special Exceptions"

141. Notwithstanding the Commercial policies of the Official Plan, PLAN 51145 LOT 1 PT RP 1R10404 Part 2, located on the south side of Northern Avenue, approximately 38m west of its intersection with Grand Blvd., civic no. 115 A&B Northern Avenue East may be utilized as a Building Restoration and Remediation Contractors Yard.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.



OFFICIAL PLAN LAND USE MAP

SCHEDULE "C"

APPLICATION A-17-14-Z-OP

115 Northern Avenue East

Subject Property = 115 Northern Avenue

OFFICIAL PLAN LAND USE

Land_Use_Designation

- Residential
- Commercial
- Industrial

OFFICIAL PLAN AMENDMENT NUMBER

208

METRIC SCALE
1 :1,000

ROLL NUMBER
030-053-129-01

MAP REFERENCE
60 & 1-60

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-202

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 115 Northern Avenue East (1188004 Ontario Inc.)

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. **115 NORTHERN AVENUE EAST; LOCATED ON THE SOUTH SIDE OF NORTHERN AVENUE EAST, APPROXIMATELY 38M WEST OF ITS INTERSECTION WITH GRAND BOULEVARD; CHANGE FROM C4 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 1-60 of Schedule "A" to By-law 2005-150, is changed from C4 (General Commercial) 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(342) and heading as follows:

   "2(342) 115 Northern Avenue East

   Despite the provisions of By-law 2005-150, the zone designation on the lands located on the south side of Northern Avenue East, approximately 38m west of its intersection with Grand Boulevard and having civic no. 115 Northern Avenue East and outlined and marked "Subject Property" on the map attached as Schedule 342 hereto is changed from C4 (General Commercial) zone to C4.S (General Commercial) zone with a "Special Exception" to permit, in addition to those uses permitted in a C4 zone, a contractor's yard specializing in building restoration and remediation subject to the following conditions:

   1) That all outdoor storage of goods, materials and equipment, excluding operable vehicles in association with the contractor's yard be one hundred per cent (100%) visually screened; and
   2) That the landscaping requirements be reduced to zero per cent (0%) of the required front yard.

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. 208.

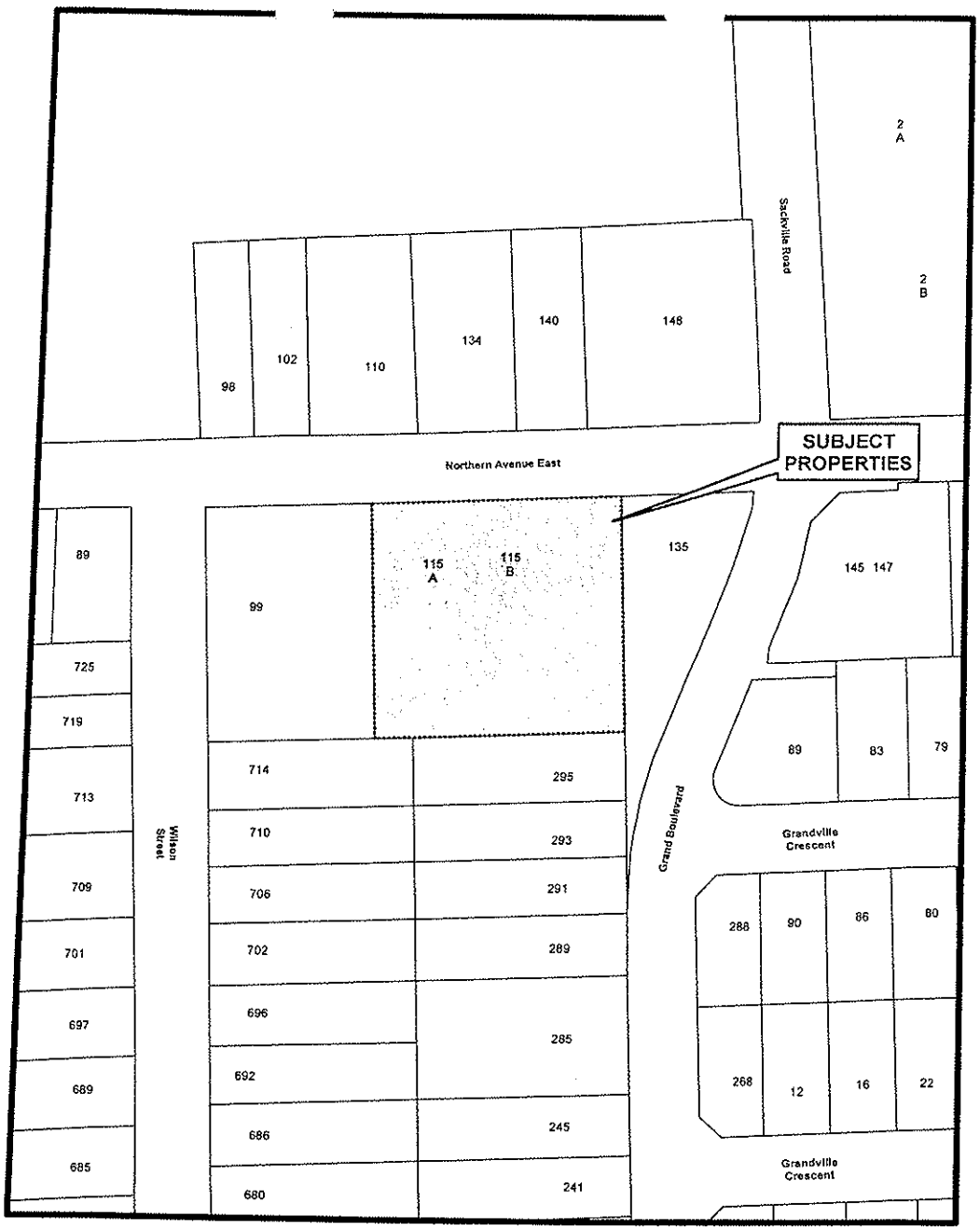
PASSED in Open Council this 8th day of September, 2014.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

da legal\Staff\LEGAL\ZONING\2014\2014-202 1188004 Ont Inc Porco\Zoning By-law.doc

SCHEDULE "A" TO BY-LAW 2014-202 AND
SCHEDULE 342 TO BY-LAW 2005-151



SUBJECT PROPERTY MAP

APPLICATION A-17-14-Z-OP

115 Northern Avenue East - Roll No. 030 053 129 01 0000

Subject Property - 115 Northern Avenue

METRIC SCALE
1 :1,000

MAP REFERENCE
60 & 1-60

MAIL LABEL ID
A-17-14-Z-OP

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-203

AGREEMENT: (C3.1) A by-law to authorize the execution of an agreement between the City and George Stone and Sons Inc. for the supply and erection of the South Exit Canopies at the Northern Community Centre.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement between the City and George Stone and Sons Inc. a copy of which is attached as Schedule “A” hereto. This agreement is for the supply and erection of the South Exit Canopies at the Northern Community Centre.

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 8th day of September, 2014.

_____

MAYOR - DEBBIE AMAROSO

_____

CITY CLERK – MALCOLM WHITE

cf LEGAL\STAFF\BYLAWS\2014\2014-203 agreement George Stone and Sons

CCDC 2

stipulated price contract

2 0 0 8

Northern Community Centre South Exit Canopies, 2014 (EPOH #1222)
556 Goulais Avenue, Sault Ste. Marie, Ontario
for The Corporation of the City of Sault Ste. Marie

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 2 - 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC 2 2008

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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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 12th 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

George Stone & Sons Inc.

hereinafter called the *"Contractor"*

The *Owner* and the *Contractor* agree as follows:

ARTICLE A-1 THE WORK

The *Contractor* shall:

1.1 perform the *Work* required by the *Contract Documents* for

Northern Community Centre South Exit Canopies, 2014 for The Corporation of the City of Sault Ste. Marie

insert above the name of the Work

located at

556 Goulais Avenue, Sault Ste. Marie, Ontario

insert above the Place of the Work

for which the Agreement has been signed by the parties, and for which

EPOH Inc.

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 12th 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 25th day of November in the year 2014 .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.

2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement - THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- The General Conditions of the Stipulated Price Contract
- *

3.1.1 Drawings: Volume 1 - Architectural, Structural, Mechanical and Electrical.

3.1.2 Specifications: Volume 2 - Division 00 - 31

3.1.3 Addenda: appended to this Contract.
Addendum 1 - dated July 7, 2014, pages 1, no attachments as listed in Addendum 1;

3.1.4 Tender: as submitted by George Stone & Sons Ltd., dated July 15, 2014, pages 7, appended to this Contract.

3.1.7 Letter of Intent: issued by EPOH Inc., dated August 12, 2014, 2 pages, appended to this Contract.

* *(Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)*

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ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

one hundred thirty six thousand, three hundred seventy five----------00 /100 dollars $ 136,375.00

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

seventeen thousand, seven hundred twenty eight ----------75 /100 dollars $ 17,728.75

4.3 Total amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:

one hundred fifty four thousand, one hundred three----------75 /100 dollars $ 154,103.75

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of ---------- ten ---------- percent (10 %), the *Owner* shall:

.1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments, and

.2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and

.3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

.1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:

(1) 2% per annum above the prime rate for the first 60 days.

(2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

Royal Bank of Canada

(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

.2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

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ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below. The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day. A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof. An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Owner

The Corporation of the City of Sault Ste. Marie

*name of Owner**

Commissioner of Community Services
99 Foster Drive, Sault Ste. Marie, Ontario, P6A 5X6

address

(705) 759-6605 — *facsimile number*

n.apostle@cityssm.on.ca — *email address*

Contractor

George Stone & Sons Inc.

*name of Contractor**

1111 Great Northern Road, Sault Ste. Marie, Ontario P6A 5K7

address

(705) 256-6478 — *facsimile number*

info.stone.sons@shawbiz.ca — *email address*

Consultant

EPOH Inc.

*name of Consultant**

2-726 Queen Street East, Sault Ste. Marie, Ontario P6A 2A9

address

705 949-5292 — *facsimile number*

koliver@epohinc.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 successors, and assigns.

In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized repre

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

Mayor - Debbie Amaroso

name and title of person signing

signature

City Clerk - Malcolm White

name and title of person signing

WITNESS

Lori L Foster
signature

APRIL FOSTER.
name of person signing

signature

name of person signing

CONTRACTOR

George Stone & Sons Inc.

name of Contractor

signature

Rodney E Stone, President
name and title of person signing

signature

name and title of person signing

N.B. *Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:*
(a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
(b) the affixing of a corporate seal, this Agreement should be properly sealed.

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DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

1. **Change Directive**
A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

2. **Change Order**
A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:
   - a change in the *Work*;
   - the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
   - the extent of the adjustment in the *Contract Time*, if any.

3. **Construction Equipment**
Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

4. **Consultant**
The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant*'s authorized representative.

5. **Contract**
The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

6. **Contract Documents**
The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.

7. **Contract Price**
The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.

8. **Contract Time**
The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.

9. **Contractor**
The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor*'s authorized representative as designated to the *Owner* in writing.

10. **Drawings**
The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

11. **Notice in Writing**
A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

12. **Owner**
The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner*'s authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.

13. **Place of the Work**
The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

14. **Product**
Product or Products means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

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15. **Project**
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.

16. **Provide**
Provide means to supply and install.

17. **Shop Drawings**
Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.

18. **Specifications**
The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

19. **Subcontractor**
A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.

20. **Substantial Performance of the Work**
Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.

21. **Supplemental Instruction**
A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.

22. **Supplier**
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.

23. **Temporary Work**
Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

24. **Value Added Taxes**
Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.

25. **Work**
The *Work* means the total construction and related services required by the *Contract Documents*.

26. **Working Day**
Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

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GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.

1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.

1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.

1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.

1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.

1.1.6 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.

1.1.7 If there is a conflict within the *Contract Documents*:
- .1 the order of priority of documents, from highest to lowest, shall be
  - the Agreement between the *Owner* and the *Contractor*,
  - the Definitions,
  - Supplementary Conditions,
  - the General Conditions,
  - Division 1 of the *Specifications*,
  - technical *Specifications*,
  - material and finishing schedules,
  - the *Drawings*.
- .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
- .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
- .4 later dated documents shall govern over earlier documents of the same type.

1.1.8 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.

1.1.9 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant*'s property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.

1.1.10 Models furnished by the *Contractor* at the *Owner*'s expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

GC 1.3 RIGHTS AND REMEDIES

1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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GC 1.4 ASSIGNMENT

1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.

2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.

2.1.3 If the *Consultant*'s employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

GC 2.2 ROLE OF THE CONSULTANT

2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.

2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.

2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant*'s responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.

2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor*'s applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.

2.2.5 Based on the *Consultant*'s observations and evaluation of the *Contractor*'s applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.

2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor*'s failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.

2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.

2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.

2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.

2.2.10 The *Consultant*'s interpretations and findings will be given in writing to the parties within a reasonable time.

2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

2.2.12 The *Consultant* will have authority to reject work which in the *Consultant*'s opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.

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2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.

2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor*'s submittals, in accordance with the *Contract Documents*.

2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.

2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant*'s knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.

2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner*'s acceptance.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.

2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant*'s instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.

2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.

2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor*'s expense.

2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.

2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is designated by the laws or ordinances applicable to the *Place of the Work*.

2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.

2.4.2 The *Contractor* shall make good promptly other contractors' work destroyed or damaged by such corrections at the *Contractor*'s expense.

2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

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PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.

3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.

3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Owner* shall:

.1 provide for the co-ordination of the activities and work of other contractors and *Owner*'s own forces with the *Work* of the *Contract*;

.2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;

.3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;

.4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 - INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and

.5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner*'s own forces.

3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Contractor* shall:

.1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;

.2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and

.3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner*'s own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.

3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner*'s own forces, the *Contractor* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner*'s own forces as specified in the *Contract Documents*.

3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner*'s own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

3.2.6 Disputes and other matters in question between the *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY WORK

3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.

3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

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3.3.3 Notwithstanding the provisions of GC 3.1 - CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC 3.4 DOCUMENT REVIEW

3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. Such review by the *Contractor* shall be to the best of the *Contractor*'s knowledge, information and belief and in making such review the *Contractor* does not assume any responsibility to the *Owner* or the *Consultant* for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the *Contract Documents*, which the *Contractor* did not discover. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.

GC 3.5 CONSTRUCTION SCHEDULE

3.5.1 The *Contractor* shall:

.1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;

.2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and

.3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions - CHANGES IN THE WORK.

GC 3.6 SUPERVISION

3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.

3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor*'s appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:

.1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;

.2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and

.3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.

3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.

3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.

3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.

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3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.

3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor*'s or *Supplier*'s work which has been certified for payment.

GC 3.8 LABOUR AND PRODUCTS

3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.

3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor*'s employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

GC 3.9 DOCUMENTS AT THE SITE

3.9.1 The *Contractor* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.

GC 3.10 SHOP DRAWINGS

3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.

3.10.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.

3.10.3 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.

3.10.4 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.

3.10.5 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.

3.10.6 The *Consultant*'s review is for conformity to the design concept and for general arrangement only.

3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.

3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:

.1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and

.2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.

3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.

3.10.10 The *Consultant*'s review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.

3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.

3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

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GC 3.11 USE OF THE WORK

3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.

3.11.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

GC 3.12 CUTTING AND REMEDIAL WORK

3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.

3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.

3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

GC 3.13 CLEANUP

3.13.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.

3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.

3.13.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of work or costs included in such cash allowances shall be as described in the *Contract Documents*.

4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor*'s overhead and profit in connection with such cash allowances.

4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.

4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor*'s overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.

4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.

4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.

4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

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GC 4.2 CONTINGENCY ALLOWANCE

4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.

4.2.2 The contingency allowance includes the *Contractor*'s overhead and profit in connection with such contingency allowance.

4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*.

5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner*'s financial arrangements to fulfill the *Owner*'s obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.

5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.

5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.

5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.

5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.

5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.

5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:

.1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor*'s application for payment,

.2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,

.3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:

- receipt by the *Consultant* of the application for payment, or
- the last day of the monthly payment period for which the application for payment is made.

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GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within one *Working Day*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.

5.4.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor*'s list and application:

.1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or

.2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.

5.4.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall:

.1 submit an application for payment of the holdback amount,

.2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.

5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.

5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.

5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

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5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.7 FINAL PAYMENT

5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.

5.7.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.

5.7.3 When the *Consultant* finds the *Contractor*'s application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.

5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

GC 5.8 WITHHOLDING OF PAYMENT

5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, there are items of work that cannot be performed, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such remaining work.

GC 5.9 NON-CONFORMING WORK

5.9.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:

.1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and

.2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.

6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.

6.2.2 When the *Owner* and *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the application for progress payment.

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GC 6.3 CHANGE DIRECTIVE

6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.

6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.

6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.

6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.

6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.

6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor*'s actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:

.1 If the change results in a net increase in the *Contractor*'s cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor*'s cost, plus the *Contractor*'s percentage fee on such net increase.

.2 If the change results in a net decrease in the *Contractor*'s cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor*'s cost, without adjustment for the *Contractor*'s percentage fee.

.3 The *Contractor*'s fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.

6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:

.1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel

(1) stationed at the *Contractor*'s field office, in whatever capacity employed;

(2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;

(3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or

(4) engaged in the processing of changes in the *Work*.

.2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;

.3 travel and subsistence expenses of the *Contractor*'s personnel described in paragraph 6.3.7.1;

.4 all *Products* including cost of transportation thereof;

.5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;

.6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;

.7 all equipment and services required for the *Contractor*'s field office;

.8 deposits lost;

.9 the amounts of all subcontracts;

.10 quality assurance such as independent inspection and testing services;

.11 charges levied by authorities having jurisdiction at the *Place of the Work*;

.12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor*'s obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;

.13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;

.14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;

.15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;

.16 removal and disposal of waste products and debris; and

.17 safety measures and requirements.

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6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s attention to the *Work* shall be borne by the *Contractor*.

6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof when requested.

6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor*'s pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.

6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.

6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.

6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:

.1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or

.2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,

then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.

6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor*'s cost or time to perform the *Work*, the *Consultant*, with the *Owner*'s approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.

6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Contractor* in writing.

6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 - ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

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6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:

.1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),

.2 fire, unusual delay by common carriers or unavoidable casualties,

.3 abnormally adverse weather conditions, or

.4 any cause beyond the *Contractor*'s control other than one resulting from a default or breach of *Contract* by the *Contractor*,

then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.

6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.

6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.

6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:

.1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and

.2 keep such records as may be necessary to support the claim.

6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based.

6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.

6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor*'s insolvency, or if a receiver is appointed because of the *Contractor*'s insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor*'s right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing* that the *Contractor* is in default of the *Contractor*'s contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

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7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner*'s instructions if the *Contractor*:

.1 commences the correction of the default within the specified time, and

.2 provides the *Owner* with an acceptable schedule for such correction, and

.3 corrects the default in accordance with the *Contract* terms and with such schedule.

7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:

.1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or

.2 terminate the *Contractor*'s right to continue with the *Work* in whole or in part or terminate the *Contract*.

7.1.5 If the *Owner* terminates the *Contractor*'s right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:

.1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and

.2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and

.3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant*'s additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and

.4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor*'s work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.

7.1.6 The *Contractor*'s obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner*'s insolvency, or if a receiver is appointed because of the *Owner*'s insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner Notice in Writing* to that effect.

7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner*'s contractual obligations if:

.1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*, or

.2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or

.3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or

.4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.

7.2.4 The *Contractor*'s *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.

7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

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PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.

8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.

8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant*'s opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator

.1 within 20 *Working Days* after the *Contract* was awarded, or

.2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.

8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.

8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.

8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.

8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.

8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.

8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

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8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be

.1 held in abeyance until

(1) *Substantial Performance of the Work*,

(2) the *Contract* has been terminated, or

(3) the *Contractor* has abandoned the *Work*,

whichever is earlier; and

.2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.

8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

9.1.1 The *Contractor* shall protect the *Work* and the *Owner*'s property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor*'s operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:

.1 errors in the *Contract Documents*;

.2 acts or omissions by the *Owner*, the *Consultant*, other contractors, their agents and employees.

9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.

9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor*'s expense.

9.1.4 Should damage occur to the *Work* or *Owner*'s property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner*'s property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.

9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,

.1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and

.2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.

9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

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9.2.5 If the *Contractor*

.1 encounters toxic or hazardous substances at the *Place of the Work*, or

.2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*,

which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall

.3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and

.4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.

9.2.6 If the *Owner* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.

9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:

.1 take all steps as required under paragraph 9.2.4;

.2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;

.3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and

.4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.

9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:

.1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;

.2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;

.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and

.4 indemnify the Owner as required by GC 12.1 - INDEMNIFICATION.

9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.

9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.

9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

9.4.1 Subject to paragraph 3.2.2.2 of GC 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*.

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GC 9.5 MOULD

9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,

.1 the observing party shall promptly report the circumstances to the other party in writing, and

.2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and

.3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.

9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:

.1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and

.2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and

.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and

.4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.

9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:

.1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and

.2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and

.3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and

.4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.

9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION. If such desagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 - MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement - CONTRACT PRICE.

10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in such included taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

10.2.1 The laws of the *Place of the Work* shall govern the *Work*.

10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.

10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.

10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

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10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.

10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.

10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the model, plan or design of which was supplied to the *Contractor* as part of the *Contract Documents*.

GC 10.4 WORKERS' COMPENSATION

10.4.1 Prior to commencing the *Work*, again with the *Contractor*'s application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Contractor*'s application for final payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.

10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Contractor* shall provide such evidence of compliance by the *Contractor* and *Subcontractors*.

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:

.1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.

.2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.

.3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*

.4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:

(1) 10 calendar days after the date of *Substantial Performance of the Work*;

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(2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;

(3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.

.5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.

.6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:

(1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;

(2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner*'s interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor*'s interest in the restoration of the *Work*; and

(3) to the *Work* arising from the work of the *Owner*, the *Owner*'s own forces or another contractor, the *Owner* shall, in accordance with the *Owner*'s obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.

.7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.

11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.

11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.

11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.

11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.

11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor*'s insurance policy becoming due for renewal, and record any agreement in a *Change Order*.

11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the Contractor by way of a *Change Order*.

11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

11.2.1 The *Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.

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.

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GC 12.2 WAIVER OF CLAIMS

12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor*'s involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:

.1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;

.2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;

.3 claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and

.4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.

12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.

12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner*'s involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:

.1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;

.2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;

.3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;

.4 damages arising from the *Contractor*'s actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;

.5 claims arising pursuant to GC 12.3 - WARRANTY; and

.6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.

12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:

.1 any limitation statute of the Province or Territory of the *Place of the Work*; or

.2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.

12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.

12.2.6 "*Notice in Writing* of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:

.1 a clear and unequivocal statement of the intention to claim;

.2 a statement as to the nature of the claim and the grounds upon which the claim is based; and

.3 a statement of the estimated quantum of the claim.

12.2.7 The party giving "*Notice in Writing* of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

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12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

GC 12.3 WARRANTY

12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.

12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.

12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.

12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor*'s expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.

12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.

12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor*'s responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

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75 Albert Street
Suite 400
Ottawa, Ont. K1P 5E7

Tel: (613) 236-9455
Fax: (613) 236-9526
info@ccdc.org

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

CCDC 41
CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

1. General liability insurance shall be with limits of not less than $5,000,000 per occurrence, an aggregate limit of not less than $5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding $5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.

2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than $5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.

3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than $5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than $5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.

4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding $5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.

5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.

6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.

7. Standard Exclusions

   7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
   - Asbestos
   - Cyber Risk
   - Mould
   - Terrorism

Association of Canadian Engineering Companies

Canadian Construction Association

Construction Specifications Canada

The Royal Architectural Institute of Canada

ARCHITECTS PROJECT NUMBER
PROJECT NAME
SUBMITTED BY

Contractor Name: George Stone and Sons Inc.

Address: 1111 Great Northern Road

Sault Ste. Marie ON P6B 0B9

Telephone Number: (705) 256-6201

Primary E-Mail: info.stone.sons@shawbiz.ca

OFFER

The undersigned, represents that he has had sufficient opportunity to examine and has carefully examined the Contract Documents, including all addenda, the General Conditions of the Contract, as amended by the Supplementary General Conditions, having become thoroughly familiar with

local conditions affecting the performance and costs of the work, and having inspected the site, hereby offer to furnish all the materials, plant and labour necessary for the proper completion of the all Work, including any, applicable taxes, agree to enter into a contract with the Owner, for the sum of:

Contract Documents including Addenda(s) No. 1 through 1 inclusive as prepared by the Consultant for the Stipulated sum of:

ONE HUNDRED THIRTY SIX

THOUSAND THREE HUNDRED

SEVENTY FIVE

($136,375.00)

Harmonized Sales Tax:

The Harmonized Sales Tax shall be thirteen percent (13%) in addition to the base tender amount. The amount of the Harmonized Sales Tax is:

Seventeen Thousand seven

hundred twenty eight - 75 ($17728.75)

Completion Date:

I/We have reviewed the scope of this project with all of our sub-trades and suppliers and agree to complete the Work of the Contract in accordance with the requirements of the Contract Documents on or before the time indicated below.

Substantial Performance: fifteen (15) (weeks)

Total Performance sixteen (16) (weeks)

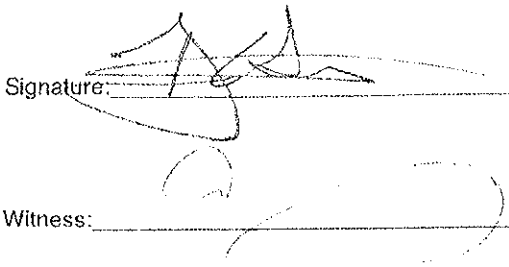
We understand and agree to provide completion of the contract as stated above.

I/We also recognize that this declared completion date may be used by the Owner for the purpose of evaluating the best overall value of the project.

Signatures:

Authorized Signatures:

Rod Stone, President
Name and title of person signing

Signature: 

Witness:

Date: July 15, 2014

Contractor's Corporate Seal:

END OF TENDER FORM

Architect's Project Number 1222

Project Name:

Submitted By: (Contractors Name)

George Stone and Sons Inc.

Subcontractors and Major Suppliers

Provide only one name for each. The UNDERSIGNED lists herein the individual Subcontractor and Major Supplier for the trades listed below and who he/she proposes to employ on the project, and upon whose sub-trade or supply quotation he/she based the Stipulated Sum quoted herein, and agrees that no change shall be made in the list, as regards such Subcontractor or Supplier actually employed on the work without the express written consent of the Owner. Listed subcontractors must be equipped to perform the work required by this project and therefore must have both adequate workforce and equipment necessary to complete the task.

This Appendix forms part of the contract and failure on part of the contractor to **COMPLETE EACH SECTION FULLY** may result in the contractors bid being **REJECTED.**

Only provide a name and contract amount for the sections indicated below. Sections indicated in the contract documents but not indicated below remain to be part of the work, just aren't required to be broken out at this time.

Trade/Division/Product	Subcontractor/Supplier	Amount ($)
03 00 00 - Concrete	Own Forces	$21,000.00
05 12 00 - Structural/Misc. Steel	Steel Speed	$60,000.00
Civil	Own forces	$26,000.00

End of Section

THE GUARANTEE COMPANY OF NORTH AMERICA

4950 Yonge Street, Suite 1400, Madison Centre
Toronto, Ontario M2N 6K1
Tel 416-223-9580
Fax 416-223-6577
www.gcna.com

BID BOND

Bond No.: TS8016703-08

Bond Amount: $10,000.00

George Stone & Sons Inc. as Principal, hereinafter called the Principal, and THE GUARANTEE COMPANY OF NORTH AMERICA a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto The Corporation of the City of Sault Ste Marie as Obligee, hereinafter called the Obligee, in the amount of Ten Thousand . . . . . 00/100 Dollars ($10,000.00) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written tender to the Obligee dated the 15th day of July, 2014, for

Northern Community Centre – South Exit Canopies

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within Ninety Days (90) days from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and the Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated 14th day of July, in the year 2014.

SIGNED and SEALED
in the presence of

Witness as to Principal

George Stone & Sons Inc.

Principal

THE GUARANTEE COMPANY OF NORTH AMERICA

Aldo Borrelli, Attorney-in-fact

:tp

Endorsed by – CCDC 220
(Jan. 2003 –Bid Bond & Surety Consent – Standard)

CCDC 220 – 2002 has been approved by The Surety Association of Canada

Serving North America since 1872

THE GUARANTEE COMPANY OF NORTH AMERICA
4950 Yonge Street, Suite 1400, Madison Centre
Toronto, Ontario M2N 6K1
Tel 416-223-9580
Fax 416-223-6577
www.gcna.com

SURETY'S CONSENT

Date: **July 14, 2014**

Bond No: **TS8016703-08**

WHEREAS **George Stone & Sons Inc.** (Principal) has submitted a written tender to **The Corporation of the City of Sault Ste Marie** (Obligee) dated **15th** day of **July, 2014**.

concerning:

Northern Community Centre – South Exit Canopies

and the condition of this obligation being such that the Principal shall have the tender accepted within **NINETY DAYS (90)** days from the closing date of tender,

we, **THE GUARANTEE COMPANY OF NORTH AMERICA,** a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in the Province of **Ontario** as Surety, agree to issue for the Principal if the Principal shall enter into a written contract with the Obligee, the following bond(s):

1. a contract performance bond of **(100%)** of the contract price not exceeding the maximum sum of:

   ONE HUNDRED PERCENT OF THE AMOUNT OF TENDER

2. a labor and material payment bond for **(50%)** of the contract price not exceeding the maximum sum of:

   FIFTY PERCENT OF THE AMOUNT OF TENDER

This consent shall be null and void unless an application for the said bond(s) is made within thirty (30) days following the award of the contract.

THE GUARANTEE COMPANY OF NORTH AMERICA

Aldo Borrelli, Attorney-in-fact.

: **tp**

CSIO

CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS

The Corporation of the City of Sault Ste Marie
99 Foster Drive PO Box 580
Sault Ste. Marie ON POSTAL CODE P6A 5N1

2. INSURED'S FULL NAME AND MAILING ADDRESS

George Stone & Sons Inc
1111 Great Northern Road
Sault Ste Marie Ontario POSTAL CODE P6A 5K7

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

General Contractor -Northern Community Centre - South Exit Canopies

4. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise) COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY	Intact Insurance Company - 501307597	2014/02/14	2015/02/14	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE	$1,000	$5,000,000
☐ CLAIMS MADE OR ☑ OCCURRENCE				- EACH OCCURRENCE		$2,000,000
☑ PRODUCTS AND / OR COMPLETED OPERATIONS				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		$2,000,000
☐ EMPLOYER'S LIABILITY				☐ PERSONAL INJURY LIABILITY OR ☐ PERSONAL AND ADVERTISING INJURY LIABILITY		
☑ CROSS LIABILITY				MEDICAL PAYMENTS		
☐ TENANTS LEGAL LIABILITY				TENANTS LEGAL LIABILITY		
☐ POLLUTION LIABILITY EXTENSION				POLLUTION LIABILITY EXTENSION		
☑ NON-OWNED AUTOMOBILES ☑ HIRED AUTOMOBILES	Intact Insurance Company - 501307597	2014/02/14	2015/02/14	NON OWNED AUTOMOBILE	$1,000	$2,000,000
AUTOMOBILE LIABILITY				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
☐ DESCRIBED AUTOMOBILES				BODILY INJURY (PER PERSON)		
☐ ALL OWNED AUTOMOBILES				BODILY INJURY (PER ACCIDENT)		
☐ LEASED AUTOMOBILES **				PROPERTY DAMAGE		
** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE						
EXCESS LIABILITY	Intact Insurance Company - 501307597	2014/02/14	2015/02/14	EACH OCCURRENCE		$8,000,000
☑ UMBRELLA FORM				AGGREGATE		
☐						
OTHER LIABILITY (SPECIFY)						
☐						
☐						
☐						

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS

Algoma Insurance Brokers Limited
855 Queen Street E Suite 200
Sault Ste. Marie ON POSTAL CODE P6A 2B3
BROKER CLIENT ID: 051686

7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (but only with respect to the operations of the Named Insured)

The Corporation of the City of Sault Ste Marie
99 Foster Drive PO Box 580
Sault Ste. Marie ON POSTAL CODE P6A 5N1

8. CERTIFICATE AUTHORIZATION

ISSUER Algoma Insurance Brokers Limited
AUTHORIZED REPRESENTATIVE Tracey Paolucci C.A.I.B.
SIGNATURE OF AUTHORIZED REPRESENTATIVE Paolucci
DATE July 14, 2014

CONTACT NUMBER(S)
TYPE Main NO. (705) 949-6555 TYPE Fax NO (705) 949-3513
TYPE NO. TYPE NO
EMAIL ADDRESS tpaolucci@algomafinancialgroup.com

CSIO C0910ECL - CERTIFICATE OF LIABILITY INSURANCE - 2010/09

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TP

EPOH

August 12, 2014 EPOH Project No. 1222

George Stone & Sons Inc.
1111 Great Northern Road
Sault Ste. Marie, ON P6A 5K7

Attention: Rod Stone

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

Letter of Intent

Dear Sir:

We thank you for your tender submission on the above-noted project. After having reviewed the submissions, we are pleased to announce that last night, City Council accepted your tender for the project.

The following is a summary of the Contract Price		
Your original tendered amount	$	136,375.00
HST		17,728.75
Total Stipulated Sum	$	154,103.75

Based on the above, your tender is hereby accepted for a total Contract Price of $154,103.75.

This is your authorization to proceed with the project immediately. This "Letter of Intent" formally initiates the Contract in accordance with the requirements of the Contract Document.

Please obtain and provide to our office the required documentation for the project including, but not limited to, the following:

- Workers' Compensation Clearance Certificate
- Bonding Certificates – Performance Bond – Labour & Materials Bonds
- Insurance Certificates – listing the City and its consultants as additional Insured
- Copy of Notice of Project to the Ontario Ministry of Labour
- Construction Schedule
- Schedule of Values

These must be in place before commencing work and their status verified.

As per your Tender, you have stated the Contract will be completed in sixteen (16) weeks of Tender Award, therefore the completion date (to Total Performance), in accordance with the requirements of the Contract Documents, will be on or before the calendar date of **December 02, 2014**.

The formal contract documents are being prepared and will be forwarded to you shortly for approval and execution. Should have any questions, please do not hesitate to contact our office.

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 truly,

EPOH Inc.

Kenneth Oliver

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

KO/ko

cc: N. Apostle City SSM
T. Gowans City SSM

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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-204

TRAFFIC: (P3.3) A by-law to amend Schedules "F and H" of Traffic By-law 77-200.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to the provisions of section 10 of the *Municipal Act*, *2001*, S.O., 2001 c.25 and amendments thereto, **ENACTS** as follows:

1. SCHEDULES "F AND H" OF BY-LAW 77-200 AMENDED

Schedule "F" of By-law 77-200 is amended by adding the following:

Intersection	Direction of Traffic	Stop Street
Simon Avenue & Glen Avenue	east/westerly	Simon Avenue

Schedule "H" of By-law 77-200 is amended by deleting the following:

Intersection	Direction of Traffic	Stop Street
Simon Street & Glen Avenue	easterly	Simon Street

2. EFFECTIVE DATE

This by-law is effective on the day of its final passing.

PASSED in open Council this 8th day of September, 2014.

_____

MAYOR – DEBBIE AMAROSO

_____

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\LEGAL\PUBLIC WORKS & TRANSPORTATION\P3.3 TRAFFIC\BY-LAWS\2014\2014-204 SCHEDULES F AND H P3.3 .DOC

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-205

REGULATIONS: (R1.1) A by-law to amend By-law 80-200 dealing with the exemption from the noise control by-law to facilitate installation of monitoring wells for the PUC Water Quality Improvement Strategy.

The Council of the Corporation of the City of Sault Ste. Marie, pursuant to Section 129 of the *Municipal Act, 2001* S.O. 2001 c. 25 **ENACTS** as follows:

1. **EXEMPTION FROM NOISE CONTROL BY-LAW**

Despite the provisions of By-law 80-200 the noise associated with the installation of monitoring wells for the PUC Water Quality Improvement Strategy in Glenwood Park, Manitou Park and the vacant parcel at the north end of River Road are deemed not to be violations of By-law 80-200.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of September, 2014.

_____
MAYOR – DEBBIE AMAROSO

_____
CLERK – MALCOLM WHITE

cfStaff\Bylaws\2014\2014-205 well installation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-206

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of a portion of Everett Street abutting civic 766 Peoples Road from the intersection of Peoples Road and Everett Street to facilitate the Winmar Grand Opening Event on October 16, 2014 from 9:00 a.m. to 9:00 p.m.

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 EVERETT STREET**

   The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of a portion of Everett Street abutting civic 766 Peoples Road from the intersection of Peoples Road and Everett Street to facilitate the Winmar Grand Opening Event on October 16, 2014 from 9:00 a.m. to 9:00 p.m.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 8th day of September, 2014.

_____

MAYOR – DEBBIE AMAROSO

_____

CITY CLERK – MALCOLM WHITE

LEGAL\STAFF\BYLAWS\2014\2014-206 TEMPORARY STREET CLOSING.DOC